

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE AND SETTLEMENT AGREEMENT is made by and between the following Parties: Metro Treatment of Colorado, L.P. and Colonial Management Group, L.P. ("Plaintiffs") and the Town of Monument, Colorado, a Colorado municipality ("Town").

WHEREAS, the Plaintiffs have leased the premises at 192 Front Street in the Town for the purpose of opening a clinic or methadone treatment/substance abuse treatment facility (hereinafter, "Clinic/Facility") at that location; and

WHEREAS, the Plaintiffs have filed a lawsuit against the Town in the El Paso County District Court, captioned *Metro Treatment of Colorado, L.P. and Colonial Management Group, L.P. v. The Town of Monument, et al.*, 2015 CV 32590, Div. 13 ("Lawsuit") wherein the parties have litigated over whether Plaintiff's operations constitute a clinic or not within the meaning of the applicable zoning provisions of Monument; and

WHEREAS, the Parties desire to mutually settle any and all claims in the above-described lawsuit and to enter into various agreements relating thereto, as hereinafter set forth.

NOW, THEREFORE, in consideration of the payment by the Town and by the Colorado Intergovernmental Risk Sharing Agency, on behalf of the Town, of the sum of nine hundred thousand dollars (\$900,000) ("Settlement Sum"), and in consideration of the promises and agreements herein contained, the sufficiency of which are hereby acknowledged, the Parties do hereby promise and agree as follows:

1. **Settlement Payment.** The Settlement Sum shall be paid to Plaintiffs in good funds no later than April 19, 2016.
2. **Dismissal of the Lawsuit.** Following Plaintiff's timely receipt of the Settlement Payment, Plaintiffs and the Town Defendants shall jointly move to dismiss the Lawsuit in its entirety. If for any reason any parties object to the dismissal of the Lawsuit or there is any resistance to dismissal of the Lawsuit, Plaintiffs and the Town agree to dismiss all claims between them (and their related parties) and further agree to cooperate in good faith and make good faith efforts to cause the court to dismiss the entirety of the Lawsuit.
3. **Closure of Plaintiffs' Clinic/Facility.** The Plaintiffs agree that, as a condition of receipt of the Settlement Sum their Clinic/Facility at the foregoing location in the Town of Monument has been permanently closed, and they agree that they will not ever seek to establish or open any Clinic/Facility in the Town. Plaintiffs understand and agree that the foregoing provision applies to and is fully binding upon not only Plaintiffs, but also their officers, officials, employees, affiliates, related entities, successors, assigns, and boards. Should the Town cease to exist or otherwise be annexed into another municipality, this restriction and agreement in paragraph 3 shall cease.
4. **Release of All Claims by Plaintiffs.** The Plaintiffs, with the intent of binding themselves, and their officers, officials, employees, affiliates, related entities, successors,

assigns, and boards, hereby expressly release and forever discharge the Town and its elected and appointed officers, officials, employees, boards (including the Board of Trustees and its individual trustees and the Board of Adjustment and its individual members), agents, attorneys, servants, the Colorado Intergovernmental Risk Sharing Agency and all insurers of the Town of and from any and all liability, claims, demands, rights, controversies, damages, compensations, expenses, attorney fees, penalties, punitive damages, interest, costs, and any and all causes of actions of any kind whatsoever, including but not limited to any and all rights and claims under all federal statutes; the United States Constitution; the Colorado Constitution; the laws of Colorado; any and all federal and state civil rights acts and other statutes; any and all state tort claim or other legal or equitable claim; any and all claims for breach of express or implied contract or promises; and any and all claims, causes of action, liabilities, expenses, and damages which the Plaintiff may have against the Town, whether known or unknown, arising out of or in any way connected with the Plaintiffs' efforts to establish a Clinic/Facility at the foregoing location, the Town's interpretation of the Town's zoning code, the decision by the Board of Adjustment, the adoption by the Town of a moratorium, the Plaintiffs' application to the Town for a business license, the above-described Lawsuit, and all matters arising out of and related to the foregoing.

5. **Release binding on Plaintiffs and all related entities.** Plaintiffs agree that this Release and Settlement Agreement and the terms hereof apply and are fully binding on Plaintiffs and their officers, officials, employees, affiliates, related entities, successors, assigns, and boards,
6. **Release of all Claims by the Town.** The Town, with the intent of binding itself, and the Board of Trustees and its individual trustees and the Board of Adjustment and its individual members, and the Town's respective officers, officials, employees, agents, boards, servants, and insurers, heirs, successors, and personal representatives, hereby expressly releases and forever discharges the Plaintiffs and their elected and appointed officers, officials, employees, agents, attorneys, boards, attorneys, and servants of and from any and all liability, claims, demands, rights, controversies, damages, compensations, expenses, attorney fees, penalties, punitive damages, interest, costs, and any and all causes of actions of any kind whatsoever, including but not limited to rights or claims under all federal statutes; the United States Constitution; the Colorado Constitution; any federal and state civil rights acts or other statutes; any state tort claim or other legal or equitable claim; any claim for breach of express or implied contract or promises; and any claim, cause of action, liability, expenses, and/or damages which the Town may have against the Plaintiffs, whether known or unknown, arising out of or in any way connected with the Plaintiffs' application and efforts to establish a Clinic/Facility at the foregoing location, the decision by the Board of Adjustment, the Plaintiffs' application to the Town for a business license, and all matters arising out of and related thereto.
7. **Release binding on Town and all related entities.** The Town agrees that this Release and Settlement Agreement and the terms hereof apply and are fully binding on the Town and

the Board of Trustees and its individual trustees and the Board of Adjustment and its individual members, and all other respective elected and appointed officers, trustees, members, and officials.

8. **No liens, assignments, subrogation claims:** The parties represent and agree that there are no attorney liens, mechanic's liens, or other liens, subrogation rights, assignments, and claims of any nature asserted by any person or entity through or on behalf of the Parties against each other, and they agree to defend, indemnify, and hold each other harmless of and from any and all such claims asserted by any and all other persons and entities which may have any claim against the other as a result of the matters which are the subject of this Release and Settlement Agreement.
9. **Agreement Not to Institute Further Actions.** Except as it pertains to the enforcement or performance of this Agreement, the Parties agree that they will not hereafter institute any suit, action, grievance or claim, for any form of relief, whether pursued judicially, administratively, or otherwise, against the persons and entities released by them, arising out of or in any way connected with the Plaintiffs' efforts to establish a Clinic/Facility in the Town of Monument, the Town's interpretation of the Town's zoning code related thereto, the decision by the Board of Adjustment, the adoption by the Town of a moratorium, the Plaintiffs' application to the Town for a business license, and all matters arising out of and related thereto and related to the above-described lawsuit. The Parties acknowledge and agree that a portion of the consideration for this Release and Settlement Agreement is being given for the full and final release of any and all unknown losses, claims, injuries, costs, expenses, and damages which either may have occurred in the past and are not yet to be known.. The Parties agree to voluntarily and knowingly assume the risk of any mistake of fact, either mutual or unilateral, with respect to said losses, claims, injuries, costs, expenses and damages.
10. **Plaintiffs solely responsible for taxes:** Plaintiffs understand and agree that they are solely responsible for any and all tax payments that may arise from the above-described payments and this Release and Settlement Agreement and that Plaintiffs bear the sole risk of and liability for the tax effects of any payments made pursuant to this Release and Settlement Agreement, and for any other financial consequences of this Release and Settlement Agreement.
11. **Costs and attorney fees.** The Parties understand and agree that they are solely responsible for any and all costs and attorney fees that may have arisen from the Lawsuit and the negotiation and preparation of this Release and Settlement Agreement. However, in the event that there has been a breach of any provisions of this Agreement, the prevailing party in the event of any such breach shall be entitled to recover reasonable costs and attorneys' fees in any legal proceeding to enforce this Agreement.
12. **Satisfaction of Disputed Matters.** It is expressly understood and agreed that the recitals and mutual obligations of the Parties as herein expressed are in full accord and satisfaction of any disputed matters and claims which either party has or could have made

against the other, that such recitals and obligations on behalf of each party represent considerations in addition to anything of value to which the other party is already entitled, and that such recitals and mutual obligations of the Parties as herein expressed are not to be construed in any way as an admission of liability on the part of the either party against the other, but, on the contrary, it is specifically denied that there is any liability on account of the abovementioned and all matters related or incident hereto, or otherwise, and it is further understood and agreed that all agreements and understandings between the Parties are embodied and expressed herein and that the terms of this Release and Settlement Agreement are contractual and not mere recitals.

13. **No Assignment and Indemnification.** The Parties hereby warrant that they have not assigned or conveyed to any third party any claims against each other, and they further agree to indemnify, defend, and hold harmless each other of and from any further claims made against them by any party acting as an assignee or conveyee of any claims which arises out of or is in any way connected with the Plaintiffs' efforts to establish a methadone/substance abuse treatment facility, the Town's interpretation of the Town's zoning code related thereto, the decision by the Board of Adjustment, the adoption by the Town of a moratorium, the Plaintiffs' application to the Town for a business license, and all matters arising out of or related thereto.
14. **No Admission of liability.** The Parties hereto understand and agree that this Release and Settlement Agreement and the settlement of their claims is a compromise of disputed claims and should not be construed as an admission of liability whatsoever by any party hereto.
15. **Binding Effect and Venue.** This Release and Settlement Agreement shall be and become binding upon, and inure to the benefit of, the Parties hereto, their, heirs, successors and personal representatives. This Release and Settlement Agreement shall be construed and interpreted according to the laws of the State of Colorado.
16. **Modification in Writing.** This Release and Settlement Agreement contains the entire agreement of the Parties concerning the subject matter hereof, and it may not be changed orally. The Parties acknowledge that no Town of Monument Board Member or other officer, employee or agent of the Town and that no representative of Plaintiffs, whether board member, officer, employee or agent of the Plaintiffs has the unilateral power to amend, modify, alter or change this Release and Settlement Agreement, and the Parties agree that this instrument may only be modified by an instrument in writing executed by all Parties and approved by the Town of Monument Board of Trustees prior to such execution.
17. **Terms Severable.** If any provision of this Release and Settlement Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Further, in the event of any such holding of invalidity, illegality, or unenforceability, the Parties agree to take

such action(s) as may be necessary to achieve to the greatest degree possible the intent of the affected provision of this Release and Settlement Agreement.

18. Counterparts. This Release and Settlement Agreement may be executed in counterparts, and if so executed, shall constitute one agreement binding on all the parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. This Settlement Agreement, if signed in counterparts, shall be immediately effective upon signature by all Parties. Documents transmitted by facsimile transmission or email with .PDF attachments containing signatures of the Parties shall be as valid and binding as though they were original documents.

19. Consultation with Legal Counsel. By their signatures below, the Parties understand and agree that they have fully and carefully read this Release and Settlement Agreement and understand the contents thereof and have signed the same as their own free and voluntary act.

IN WITNESS WHEREOF, the undersigned acknowledge and agree that they have executed this Release and Settlement Agreement this 13th day of April 2016 as their own free and voluntary act.

Metro Treatment of Colorado, L.P. and
Colonial Management Group, L.P.

John Steinbrun
By: John Steinbrun

ACKNOWLEDGEMENT

STATE OF Florida)
) ss.
COUNTY OF Orange)

Subscribed and sworn to before me this 13th day of April 2016 by the Authorized Representative of Metro Treatment of Colorado, L.P. and Colonial Management Group, L.P.

Witness my hand and official seal.

My commission expires on: 05/23/2017



(SEAL)

Kristen Alexander
Notary Public

APPROVED AS TO FORM:

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TOWN OF MONUMENT, COLORADO

By: Jeffrey Kaiser, Mayor Pro Tem

ATTEST:

Cynthia Sirochman, Town Clerk

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