

SETTLEMENT AGREEMENT

The parties to this Settlement Agreement are Gail Brock, individually and as personal representative of the Estate of Dereck Michael Brock (collectively, "Brock") and the Defendants Chad L. Racine, Angela M. Racine, Gail L. Racine, Theresa M. Racine, and Bank of England (collectively "Defendants").

WHEREFORE, the parties are involved in a lawsuit denominated as Brock v. Racine, et al., Case No. 2022-CV-30663, now pending in the Larimer County District Court ("the Lawsuit"); and,

WHEREFORE, the parties wish to resolve the claims made in the Lawsuit.

NOW, THEREFORE:

In consideration of the mutual promises and agreements set forth below, the parties agree as follows:

1. Defendants will pay a total of \$115,000.00 to Brock, less the amount of \$8,496.16 to be paid to the law firm of Herms and Cullers, LLC to pay off its charging lien filed with the Court on July 17, 2023, plus any interest, subject to confirmation of payoff amount or subject to obtaining a release of such lien.

2. In consideration of the payment identified in paragraph 1 above, Brock, individually and as personal representative of the Estate of Dereck Michael Brock ("the Estate"), releases the Defendants, their successors, assigns, representatives, executors, administrators, officers, directors, employees, agents, servants, attorneys, transferees, insurers, and partners (the "Released Parties"), of and from any and all rights, claims, damages, causes of action, obligations, demands, costs, losses, expenses, compensation, reimbursement, suits, debts, promises, losses, and liabilities, of any and every kind and nature whatsoever, present and future, known and unknown, pleaded and unpleaded, suspected or unsuspected, which are resulting from, or related to, or in any way arising out of or based upon the ownership of _____, Red Feather Lakes, Colorado 80545 ("the Property"), or were raised by Brock in the Lawsuit.

3. Prior to the payment of the amount set forth in paragraph 1 above, Brock, individually, her sister Jessica Brock, her great aunt Kathleen Price, and Brock as personal representative of the Estate will execute and deliver to the attorney for the Racines and Bank of England, Robert W. Smith, signed quit claim deeds in favor of the Racines transferring all rights they may have in or to the Property. Such instruments will be drafted by Robert W. Smith.

4. As additional consideration of the payment identified in paragraph 1 above, Brock, individually, and the Estate will enter into a stipulation with the Released Parties to be filed with the Larimer County District Court. Such stipulation will:

- a Confirm that the quit claim deed for the Property given by Dereck Michael Brock to Cynthia and Jesse Wilkinson dated May 27, 2016, signed on May

29, 2016, and recorded on June 3, 2016 at reception number 20160035160 of the records of the Larimer County Clerk and Recorder, is valid; and,

- b. Provide that the Larimer County District Court is to enter a decree quieting title in the names of the Racines to the Property, subject to Bank of England's deed of trust.
5. Brock, individually and as personal representative of the Estate, also represents, covenants, warrants, and agrees:
- a. This is and will be a complete, final and absolute release, accord and satisfaction of any and all rights, claims and demands that she or the Estate may have with regard to the Released Parties concerning the Property or the Lawsuit, with respect to the matters released herein.
 - b. She or the Estate may have sustained unknown or unforeseen losses, costs, expenses, damages, claims or the consequences thereof which are presently unknown, unrecognized, and not contemplated by her or the Estate but which may result or may be related to the matters released herein. By executing this Settlement Agreement, she expressly states it is the intention of her and the Estate to release the above-described Released Parties from any and all liability, duty, obligation or claim from any and all such unknown, unforeseen or undisclosed losses, costs, expenses, damages, claims, and the consequences thereof.
 - c. She declares and represents that no promise, inducement or agreement not herein expressed has been made to her and that this Settlement Agreement contains the entire agreement between and among the parties hereto and the terms of this Settlement Agreement are contractual. This Settlement Agreement is executed without any reliance upon any statement or representation by any of the Released Parties, concerning the nature or extent of any liability, damages, obligations, or otherwise.
 - d. She fully understands that the terms of this Settlement Agreement shall be forever binding and that no rescission or modification of the terms of this Settlement Agreement may be made or claimed.
 - e. She and the Estate have, and at all times relevant hereto have had, the independent legal advice of an attorney or attorneys of their own choosing and they have relied, and do now rely, solely and exclusively, on the advice of such attorney or attorneys with respect to all issues concerning the legal effects and consequences of execution and delivery of this Settlement Agreement.

- f. She is legally competent to execute this Settlement Agreement, fully understands its contents, accepts the legal effects and consequences thereof, accepts full responsibility therefor, has full and sufficient knowledge of all facts and circumstances upon which this Settlement Agreement is based, and assumes the risk of any mistake of fact.
- g. She and the Estate warrant and covenant that the rights, claims and obligations being hereby released have not previously been assigned, transferred, encumbered, hypothecated, or otherwise modified and that no other person or entity has or claims any rights or interests in the matters, claims and rights hereby released and that she has the full, unencumbered right and ability to execute and deliver this Settlement Agreement without joinder, consent, or permission of any other person or entity.

6. In the event the Released Parties herein are subjected to any further claims by any person, firm, or entity, under any actual or purported right or claim for the use, possession, or ownership of the Property made by any and every person or persons, whether such persons currently are known or unknown to Brock, claiming the whole or any part thereof, by, through or under Dereck Michael Brock, including but not limited to claims either in law or equity, Brock and the Estate agree, jointly and severally, to defend, indemnify, protect and hold harmless the Released Parties from and against any and all liability, loss, cost, expense, damage, claim, and consequences of any such claims. For purposes hereof, the terms "liability" and "expense" will include, without limitation, attorneys' fees, costs, judgments, fines, penalties, and all other liabilities.

7. Brock and the Estate shall be responsible for their own costs and fees, including attorneys' fees, incurred in connection with the Lawsuit.

8. The provisions of this Settlement Agreement will be binding upon and inure to the benefit of Brock, the Estate, and the Released Parties, and their respective heirs, executors, administrators, successors, representatives, and assigns. This Settlement Agreement may be signed in counterparts.

9. This Release of All Claims will be governed by and construed in accordance with the laws of the State of Colorado.

10. The District Court for the City and County of Denver, State of Colorado, will have exclusive jurisdiction over any dispute arising out of this Settlement Agreement. In the event of any such dispute, the prevailing party will be entitled to an award of reasonable costs and attorney fees incurred.

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IN WITNESS WHEREOF, the parties have entered into this Settlement Agreement by their free and voluntary acts this _____ day of September, 2023.

DATED: _____ By: _____
Gail Brock,
Individually and as personal representative of the
Estate of Dereck Michael Brock

DATED: _____ By: _____
Chad Racine

DATED: _____ By: _____
Angela Racine

DATED: _____ By: _____
Gail Racine

DATED: _____ By: _____
Theresa Racine

DATED: _____ By: _____
Bank of England
By: _____
Title: _____

DRAFT

DISTRICT COURT, LARIMER COUNTY
STATE OF COLORADO

Larimer County Justice Center
Suite 100
201 LaPorte Avenue
Fort Collins, Colorado 80521

Plaintiff: GAIL BROCK, as personal representative of
The Estate of Derek Michael Brock.

v.

Defendants: CHAD L. RACINE; ANGELA M.
RACINE; GAIL L. RACINE; THERESA M. RACINE;
IRENE JOSEY, in her capacities as Treasurer of Larimer
County and the Public Trustee of Larimer County, CO;
BANK OF ENGLAND; and all unknown persons who
may claim any interest in the subject matter of this
action.

Attorney for the Racine Defendants and Defendant Bank
of England:

Robert W. Smith
Suite 1250
1777 South Harrison Street
Denver, Colorado 80210
Telephone: (720) 506-9218
Telefax: (303) 355-6036
Email: BobSmith@rwsmithlaw.com
Reg. #9513

▲ COURT USE ONLY ▲

Case No. 2022CV30663

Division 4A

STIPULATION

Plaintiff, Gail Brock, as personal representative of The Estate of Derek Michael Brock, by her attorneys, Robinson & Henry, P.C., and Defendants, Chad L. Racine, Angela M.

Racine, Gail L. Racine, Theresa M. Racine, and Bank of England, by their attorney, Robert W. Smith, stipulate and agree as follows:

1. The Plaintiff and the Defendants have reached an agreement to resolve their disputes.
2. The parties agree that the quit claim deed for the property commonly known as , Red Feather Lakes, Colorado 80545 (“the Property”) given by Dereck Michael Brock to Cynthia and Jesse Wilkinson dated May 27, 2016, signed on May 29, 2016, and recorded on June 3, 2016 at reception number 20160035160 of the records of the Larimer County Clerk and Recorder, is valid.
3. The Property has a legal description of:

County of Larimer,
State of Colorado.
4. The parties ask the Court to issue a decree pursuant to C.R.C.P. 105(a) as follows:
 - a. That title to the Property is quieted in the names of Chad L. Racine and Angela M. Racine as to an undivided 50% as joint tenants and in the names of Gail L. Racine and Theresa M. Racine as to an undivided 50% interest as joint tenants; and,
 - b. That, with regard to the deed of trust signed by the Racines that identifies Bank of England as the lender and which was recorded on April 15, 2019, at reception number 20190018571 of the records of the Larimer County Clerk and Recorder, all of the rights, duties, and obligations established by that security instrument remain in existence and such deed of trust continues to be a first and prior lien against the Property.
5. The parties also ask the Court to release the lis pendens recorded by Plaintiff on October 7, 2022, at reception number 20220060684 of the records of the Larimer County Clerk and Recorder.
6. Each party will pay their own costs and attorney fees.
7. The parties concurrently submit a proposed order approving this Stipulation.

WHEREFORE, the parties ask that the Court issue an order approving this Stipulation, and for such other relief as the Court deems proper.

DATED this — day of September, 2023.

ROBINSON & HENRY, P.C.

By: /s/ Alexander C. Lowe
(Original signature on file)
Alexander C. Lowe, Reg. #36827

DATED this — day of September, 2023.

ROBERT W. SMITH

By: /s/ Robert W. Smith
(Original signature on file)
Robert W. Smith, Reg. #9513