

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Agreement is entered into by and among McKinney Construction, LLC (“McKinney”); Marty McKinney and Ashley McKinney (the “McKinneys”); the City of Laramie; the Board of County Commissioners of Albany County, Wyoming (“Board”); and Robert C. Moore, II as trustee of the Robert C. Moore II Revocable Trust dated May 16, 2003 (“Moore”).

A. Recitals.

1. McKinney owns 35.21 acres of real property in the northeast corner of the northwest corner of Section 1 in Township 15 north, Range 73 west (“the McKinney property”)

2. On April 27, 2021, McKinney applied to Albany County for a subdivision permit to subdivide its property as Stone Ridge Estates. The City of Laramie objected to McKinney’s proposed use of Quarterhorse Drive, a City street located in the Imperial Heights subdivision, for access to and from Stone Ridge Estates. Stone Ridge Estates was approved by the Board on November 16, 2021, contingent upon McKinney resolving access issues with the City of Laramie.

3. McKinney and the City of Laramie were unable to resolve McKinney’s access issues and McKinney filed a lawsuit against the City of Laramie and the Board in the District Court for the Second Judicial District of Wyoming (Civ. No. 2022-CV-35739) (the “Lawsuit”).

4. Moore owns 39.49 acres of real property located in the northwest corner of the northwest corner of Section 1 in Township 15 North, Range 73 West, adjacent to Grand Avenue on the west and the McKinney property on the east.

5. McKinney, the City of Laramie, and the Board have elected to resolve the Lawsuit on the terms set forth below, to which Moore agrees to the extent necessary.

B. Consideration. For and in consideration of each of the promises set forth below and the release set forth in Section B, *infra*, the parties hereby agree to do the following:

1. McKinney will dismiss the Lawsuit with prejudice, each party to pay their own attorney’s fees, within 30 days from the execution of this Agreement.

2. The City of Laramie will complete the signalization of the intersection of Grand Avenue and Vista Drive, converting the intersection to a four-way intersection, as well as completing the construction of the approach. The light shall be installed within 60 days of receiving approval to begin construction from the Wyoming Department of Transportation and receipt of the necessary parts.

3. Moore and McKinney will dedicate a privately-maintained public right of way from the eastern edge of McKinney’s property to the intersection of Grand Avenue and Vista

Drive. The path of the right of way must be such that the road can be constructed to meet Albany County's road standards for a local road that are in effect at the time this Agreement is executed. The right of way must also be capable of connecting to the approach at Grand Avenue pursuant to subsection 5, *infra*, as is acceptable to the Wyoming Department of Transportation.

4. Moore will apply with the Wyoming Department of Transportation for access to Grand Avenue within 10 days of the execution of this Agreement. The City, the County, and McKinney will cooperate with Moore in applying for access to Grand Avenue.

5. The City shall, at its sole expense, fully construct the approach at the intersection of Grand Avenue and Vista Drive from Grand Avenue to the western property line of Moore's property such that it, and the right of way dedicated in subsection 3, *supra*, that connects to it, is acceptable to the Wyoming Department of Transportation. This approach shall be completed within 45 days of receiving approval from the Wyoming Department of Transportation to begin construction of the approach, provided that an asphalt plant in Albany County is operational at that time. If no asphalt plant in Albany County is operational at that time, the City will complete the approach within 45 days of an asphalt plant in Albany County becoming operational for the next construction season.

6. McKinney shall, at its sole expense, construct the road to Albany County's road standards for a local road pursuant to subsection 3, *supra*, along its entire course from the eastern edge of McKinney's property to the point at which the approach constructed by the City pursuant to subsection 4, *supra*, connects with the western edge of Moore's property. Nothing herein shall be construed to prevent McKinney from cost sharing the construction of the local road with any other private third-parties.

7. Upon completion of the road described in subsection 6, *supra*, Moore will grant the City an easement that will allow the City to continue to access its municipal infrastructure to the north of McKinney and Moore's property, using this new road to connect to a portion of the existing road, and allowing for the closure of the existing intersection at Grand Avenue and Old Rock Quarry Road. Moore and the City agree said new easement will replace existing easement, document #2004-3684, and the same can be vacated.

8. McKinney and the McKinneys relinquish all claims to access their property through the Imperial Heights Subdivision effective upon completion of the road described in subsection 6, *supra*, or June 1, 2025, whichever occurs earlier so long as the City has fully constructed the approach and the signalization of the intersection at Grand Avenue and Vista Drive as described in subsections 2 and 5, *supra* in a reasonable amount of time so to permit McKinney to construct and complete the road by June 1, 2025. In the event the City has not fully constructed the approach and the signalization of the intersection at Grand Avenue and Vista Drive as described in subsections 2 and 5, *supra* so to reasonably and adequately permit McKinney to construct and complete the road by June 1, 2025, McKinney and the McKinneys shall have sixty (60) additional days to access their property through the Imperial Heights Subdivision from the time in which the City has fully and totally completed the approach and signalization as described in sections 2 and 5 *supra*.

9. The City's insurer shall pay McKinney, on behalf of the City, the sum of \$45,000.00 within 30 days of the final execution of this Agreement.

10. The Board shall pay McKinney the sum of \$5,000.00 within 30 days of the final execution of this Agreement.

11. The County shall permit McKinney or its successors to install small wastewater systems on each of the lots in the Stone Ridge Estates subdivision in accordance with the Board's small wastewater system regulations applicable to property in the Aquifer Protection Overlay Zone in effect at the time this Agreement is executed, so long as McKinney or its successors apply for small wastewater system permits within two years of the execution of this Agreement. Mandatory enhanced septic systems are not currently required for any of the lots in the Stone Ridge Estates subdivision.

12. Upon the execution of this Agreement and McKinney's submission of updated preliminary and final plats to the Board showing access to the Stone Ridge Estates subdivision to and from Grand Avenue, the Board's contingency for subdivision approval shall be satisfied and the City shall not further object. No other requirements for subdivision approval and small wastewater system permits shall be imposed upon McKinney, McKinneys or their successors other than those stated herein.

13. Within 30 days of the execution of this Agreement, McKinney shall dismiss the appeal currently pending before the Wyoming Supreme Court in the case of *McKinney v. Albany County Board of Commissioners*, S-22-0281.

14. This Agreement and the obligations herein by the parties are contingent upon all necessary approvals obtained and received by the Wyoming Department of Transportation.

C. Release. McKinney and the McKinneys, for themselves and their officers, directors, members, managers, employees, agents, insurers, reinsurers, successors, heirs, assigns, and representatives, hereby releases the City of Laramie and the Board, together with their respective elected officials, employees, officers, attorneys, insurers, representatives, agents, predecessors, successors, and assigns, of and from any and all claims, rights, demands, damages, or actions of any kind or nature that were or could have been brought in the Lawsuit, including but not limited to those arising in any way out of the City's objections to the Stone Ridge Estates subdivision, the City's attempts to enforce its Right-of-Way (ROW) Access Policy or enrolled ordinance 1843, the Board's contingent approval of the subdivision permit for Stone Ridge Estates, or McKinney's application for the Stone Ridge Estates subdivision. McKinney and the McKinneys expressly undertake and assume the risk that this Settlement Agreement and Release of All Claims may have been made on the basis of mistake or mistakes, mutual or unilateral, including but not limited to the nature of the underlying damages, losses or injuries; the extent of the underlying damages, losses or injuries; the likely duration of the underlying damages, losses or injuries; the temporary or permanent nature of the underlying damages, losses or injuries; the risk of complications from the underlying damages, losses or injuries; the nature or extent of the complications from the underlying damages, losses or injuries; the risk of discovery of other

conditions, damages, losses or injuries; the future course of known or unknown damages, losses or injuries; the future consequences of known or unknown damages, losses or injuries; mistakes as to known or unknown damages, losses or injuries which have been sustained or will in the future be sustained by McKinney or the McKinneys. McKinney and the McKinneys further expressly state that they have been advised of their right to consult additional professionals of their choice at their expense, regarding all known or unknown, foreseen or unforeseen damages, losses, injuries or costs. McKinney and the McKinneys further warrant that no promise or inducement has been offered except as herein set forth and that this Agreement was executed without reliance upon any statement or representation other than those set forth in this Agreement. McKinney and the McKinneys further warrant that are satisfied that they have fully and adequately informed themselves as to the nature, extent and character of damages, losses and injuries and understands that in entering this Agreement they have expressly assumed the risk set forth herein without other or further recourse of any kind against the City or the Board.

The County and the City, for itself and its officers, directors, members, managers, employees, agents, insurers, reinsurers, successors, heirs, assigns, and representatives, hereby releases McKinney and the McKinneys together with their respective employees, officers, attorneys, insurers, representatives, agents, predecessors, successors, and assigns, of and from any and all claims, rights, demands, damages, or actions of any kind or nature that were or could have been brought in the Lawsuit, including but not limited to those arising in any way out of the Stone Ridge Estates subdivision, McKinney's compliance or lack thereof with its Right-of-Way (ROW) Access Policy or enrolled ordinance 1843, the subdivision permit for Stone Ridge Estates, or McKinney's application for the Stone Ridge Estates subdivision. The County and the City expressly undertake and assume the risk that this Settlement Agreement and Release of All Claims may have been made on the basis of mistake or mistakes, mutual or unilateral, including but not limited to the nature of the underlying damages, losses or injuries; the extent of the underlying damages, losses or injuries; the likely duration of the underlying damages, losses or injuries; the temporary or permanent nature of the underlying damages, losses or injuries; the risk of complications from the underlying damages, losses or injuries; the nature or extent of the complications from the underlying damages, losses or injuries; the risk of discovery of other conditions, damages, losses or injuries; the future course of known or unknown damages, losses or injuries; the future consequences of known or unknown damages, losses or injuries; mistakes as to known or unknown damages, losses or injuries which have been sustained or will in the future be sustained by the City or the County. The City and the County further warrant that are satisfied that they have fully and adequately informed themselves as to the nature, extent and character of damages, losses and injuries and understands that in entering this Agreement they have expressly assumed the risk set forth herein without other or further recourse of any kind against McKinney or the McKinneys.

D. No Admission of Liability. Nothing in this Agreement or the performance of any term of this Agreement is an admission of liability by either the City of Laramie or the Board or an admission that either Defendant violated any federal or state constitutional or statutory provision or any other provision of law. Moreover, nothing in this Agreement shall prevent the City from enforcing its enrolled ordinance 1843 or prevent the Board from considering enrolled ordinance 1843 in other non-related subdivision or access applications.

E. Binding Agreement. The rights and obligations of the Parties hereunder shall be binding upon and shall inure to the benefit of the Parties hereto and each Party's respective predecessors, successors, heirs and assigns. The parties acknowledge that this Settlement Agreement and Release of All Claims is contractual in nature and that the terms set forth herein are not mere recitals.

F. Taxes. All parties understand and agree that income and other taxes are not required to be withheld by the City or Albany County. However, in the event that a claim for such taxes or prior payment is asserted by any taxing authority or other party, McKinney and the McKinnes agree to indemnify and hold the City and Albany County harmless against any and all liability, interest, and penalties that they may incur as a result of not withholding taxes on the monies paid. Within 30 days after the City or Albany County have incurred any such liability, McKinney or the McKinnes shall pay the City or Albany County an amount equal to the liability incurred.

G. No Waiver of Governmental Immunity. Nothing contained within this Agreement shall waive the immunity granted to the City or the Albany County under the laws of the State of Wyoming, and the City and Albany County specifically preserve any and all immunity granted to them pursuant to Wyoming law and the Wyoming Governmental Claims Act (W.S. §1-39-101 et. Seq.). All parties recognize that the term of this Agreement extends beyond the term of the current governing bodies of the City and Albany County. In accordance with current Wyoming law, each of the parties hereto specifically finds the extended term is of a particular benefit to the City and Albany County and is in the best interest of the public.

H. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any prior agreement or promise made by any party, whether made orally or in writing. Any further dispute which hereinafter arises with respect to this Agreement shall be resolved solely by the terms of and provisions of this Agreement. The parties agree that no other promises or inducements have been made to gain their acceptance of this Agreement. The parties understand the terms and conditions of this Agreement, understand it is a final settlement of all their Claims, agree to abide by the same, and knowingly and voluntarily execute it. For a portion of the consideration set forth above, each party expressly undertakes and assumes the risk that this Agreement may have been made on the basis of mistake or mistakes, mutual or unilateral. This Agreement may be amended or modified only in writing signed by all of the parties.

I. Governing Law. This Agreement shall be governed by the laws of the state of Wyoming, without giving effect to any conflicts of law principles thereof.

J. Forum Selection. Venue for any and all actions arising from or in connection with this Agreement shall be in a court of competent jurisdiction sitting in Albany County, Wyoming or in the United States District Court for the District of Wyoming.

K. Attorney's Fees. In the event that any party breaches this agreement, the breaching party shall be liable to the non-breaching party for all costs, expenses, damages, reasonable attorney's fees, or any other duty, obligation, or liability incurred by the non-breaching party as a result of the breach.

L. Severability. If any term of this Agreement is to any extent illegal, or otherwise invalid, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms shall remain in full force and effect.

M. Signatures. This Agreement may be executed in counterparts, and scanned and e-mailed signatures when taken together for all parties, will constitute a fully enforceable Agreement that requires no further documentation.

This **SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS** is effective this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS OF ALBANY COUNTY, WYOMING

Brian Harrington, Mayor

Attest:

Pete Gosar, Chairperson

Attest:

Nancy Bartholomew, City Clerk

Approved as to form:

Kayla White, County Clerk

Approved as to form:

Kay Lynn Bestol, Attorney for City of Laramie

Jennifer Curran, Deputy Albany County & Prosecuting Attorney

MCKINNEY CONSTRUCTION, LLC

[Handwritten signature]

Marty McKinney, Member

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

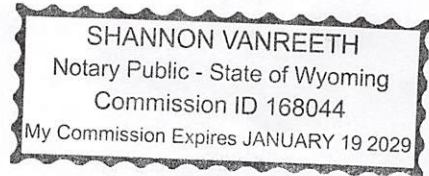
Subscribed and sworn to before me by Marty McKinney, as the member of McKinney Construction, LLC, on this 15 day of May, 2024.

Witness my hand and official seal.

[Handwritten signature: Shannon Van Reeth]
Notary Public

My Commission Expires: January 19, 2029

MARTY MCKINNEY



[Handwritten signature]

Marty McKinney

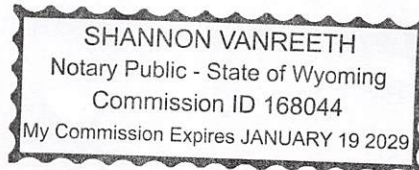
STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

Subscribed and sworn to before me by Marty McKinney on this 15 day of May, 2024.

Witness my hand and official seal.

[Handwritten signature: Shannon Van Reeth]
Notary Public

My Commission Expires: January 19, 2029



ASHLEY MCKINNEY

Ashley McKinney
Ashley McKinney

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

Subscribed and sworn to before me by Ashley McKinney on this 15th day of May, 2024.

Witness my hand and official seal.
RACHELLE J. KNUDSEN
Notary Public - State of Wyoming
Commission ID 162261
My Commission Expires JANUARY 3, 2029

Rachelle J Knudsen
Notary Public

My Commission Expires: Jan 3, 2029

Approved as to form:

Megan Overmann Goetz 5/15/24
Megan Overmann Goetz, Attorney for McKinney Construction, LLC and Marty and Ashley McKinney

**ROBERT C. MOORE II REVOCABLE
TRUST DATED MAY 16, 2003**

Robert C. Moore II, Trustee

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

Subscribed and sworn to before me by Robert C. Moore II, as trustee of the Robert C. Moore II Revocable Trust dated May 16, 2003, on this __ day of _____, 2024.

Witness my hand and official seal.

Notary Public