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SETTLEMENT AGREEMENT

90-091

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Breuer-Harrison, Inc. ("Breuer-Harrison") and Douglas County enter into the following Settlement Agreement.

BY [Signature] DEPUTY

1. RECITALS

1.1 Breuer-Harrison is the owner and/or Developer of certain parcels of real property located on the West side of U.S. Highway 395 near the intersection of U.S. Highway 88 in Douglas County, Nevada (the "Property").

1.2 As a condition precedent to commercial development of the Property, Douglas County required that Breuer-Harrison enter into an agreement with the Nevada Department of Highways to improve a portion of U.S. Highway 395. At substantially the same time, Douglas County agreed to assist Breuer-Harrison in obtaining reimbursement from later developers along Highway 395 of a pro-rata share of the Breuer-Harrison Improvements.

1.3 Breuer-Harrison has since improved U.S. Highway 395 (the Breuer-Harrison Improvements), and those improvements may benefit other properties along U.S. Highway 395.

1.4 Until the Western Nevada Properties rezoning, as other properties along U.S. Highway 395 which benefited from the Breuer-Harrison Improvements sought commercial zoning, Douglas County required these properties to reimburse Breuer-Harrison a pro-rata share of the cost of the Breuer-Harrison Improvements. As Breuer-Harrison obtained its reimbursement, Breuer-Harrison would in turn

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return a pro-rata share of that reimbursement cost to properties which had already paid reimbursement costs to Breuer-Harrison.

1.5 In or around the fall of 1987, Douglas County failed or neglected to require reimbursement to Breuer-Harrison from a property along U.S. Highway 395 the developer of which, Western Nevada Properties, was seeking commercial zoning.

1.6 After the County failed or neglected to establish reimbursement to Breuer-Harrison of a pro-rata share of the Breuer-Harrison Improvements as a condition precedent to the Western Nevada Properties rezoning, Douglas County resumed establishing such a reimbursement requirement as to at least two more parcels of real property along Highway 395 in the vicinity of the Breuer-Harrison Improvements.

1.7 A dispute now exists between Douglas County and Breuer-Harrison as to whether or not Douglas County has a duty to compensate Breuer-Harrison, and if so, how much, if any, damage Douglas County may have caused to Breuer-Harrison. Douglas County and Breuer-Harrison wish to resolve all disputes between them involving reimbursement for the Breuer-Harrison Improvements.

Accordingly, Douglas County and Breuer-Harrison agree as follows:

2. CONSIDERATION

2.1 Douglas County agrees to pay Breuer-Harrison the sum of \$25,000 as full settlement of the claim by Breuer-Harrison for the alleged failure by Douglas County to require reimbursement of a pro-rata share of the Breuer-Harrison Improvements as a condition precedent to the Western Nevada Properties rezoning.

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2.2 Douglas County also agrees to consider requiring reimbursement to Breuer-Harrison from other properties along U.S. Highway 395 which seek commercial zoning. Douglas County and Breuer-Harrison agree that Douglas County is not obligated to require such reimbursement. Breuer-Harrison agrees to inform Douglas County when consideration of reimbursement may be appropriate. Breuer-Harrison also understands and agrees that, irrespective of whether or not Douglas County requires reimbursement from other properties or whether or not those other properties pay reimbursement, Douglas County has no obligation to pay Breuer-Harrison any sum beyond the \$25,000 referred to in section 2.1 of this Settlement Agreement. Nevertheless, Douglas County agrees to give serious consideration to requiring reimbursement to Breuer-Harrison from other properties along U.S. Highway 395 in the area of the Breuer-Harrison Improvements as those properties seek commercial zoning.

3. Mutual releases

3.1 Upon execution of this Settlement Agreement, Douglas County agrees to release and discharge Breuer-Harrison and their successors and assigns from any and all actions or possible causes of action, claims, demands, liabilities, or damages, whether known or unknown, accrued or not yet accrued, arising from or in any way relating, directly or indirectly, to the Breuer-Harrison Improvements and reimbursement, except as expressly provided otherwise in this Settlement Agreement.

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3.2 Upon execution of this Settlement Agreement, Breuer-Harrison agrees to release and discharge Douglas County and its officers and agents and employees from any and all actions or possible causes of action, claims, demands, liabilities, damages, whether known or unknown, accrued or not yet accrued, arising from or in any way relating, directly or indirectly, to the Breuer-Harrison Improvements and reimbursement, except as expressly provided in this Settlement Agreement.

DATED: Sept 4, 1990

DATED: _____, 1990

BREUER-HARRISON, INC.

DOUGLAS COUNTY

By *Casper J. Breuer*
President

By *Michael Fischer*
MICHAEL FISCHER,
Chairman

Approved as to form and context:

SHEERIN, WALSH AND KEELE

BRENT T. KOLVET
District Attorney

By: *George M. Keele*
George M. Keele, Esq.
for Breuer-Harrison

By: *Brent Kolvet*
~~Robert W. Story~~
for Douglas County

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

SEAL

DATE: October 2, 1990
Barbara J. Reed Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By *Marilyn Skutniewski* Deputy

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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SUZANNE BEAUDREAU
RECORDER

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