

OFFICIAL RECORD  
Requested By:  
DC/DISTRICT ATTORNEY

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 21 Fee: 0.00  
BK-0407 PG- 2355 RPTT: 0.00



Assessor's Parcel Number: \_\_\_\_\_

Recording Requested By:

Name: District Attorney

Address: PO Box 218

City/State/Zip Minden NV 89423

Real Property Transfer Tax: \_\_\_\_\_

Judgment  
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

*This cover page must be typed or legibly hand printed.*

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CASE NO. 05-CV-0003  
DEPT. NO. II

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APR 6 2007  
DOUGLAS COUNTY  
DISTRICT COURT CLERK

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B. WILLIAMS

IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF DOUGLAS

DOUGLAS COUNTY, a political  
subdivision of the State of  
Nevada,

Plaintiff,

vs.

JUDGMENT

SHERIDAN ACRES WATER COMPANY,  
SHERIDAN ACRES WATER COMPANY, INC.,  
TIM HOLT, RECEIVER OF THE  
SHERIDAN ACRES WATER COMPANY,  
ESTATE OF EVA M. HEAROLD,  
RANDY LOUIS HOHMAN,  
RUSSELL R. HEAROLD, DECEASED,  
LINDA AMANTE, DOES 1-3,  
A, B and C COMPANIES, ALL OTHER PERSONS  
UNKNOWN CLAIMING ANY RIGHT TITLE,  
ESTATE, LIEN OR INTEREST IN THE  
PROPERTY HEREIN DESCRIBED,

Defendants.

THIS MATTER came before the Court on the Motion for  
Entry of Judgment, together with the Settlement Agreement and  
Mutual Release and the Addendum to Settlement Agreement and  
Mutual Release, which are attached hereto and incorporated by  
this reference, as if fully set forth herein. The unknown  
Defendants have failed to answer or otherwise appear. The Court

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has considered all of the pleadings, papers and exhibits on file, and, being otherwise fully advised, the Agreement and Addendum are approved, and the motion is granted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that judgment is entered in favor of the Defendants and against the Plaintiff in the amount of \$120,000, to be distributed as follows:

A. To Defendant Sheridan Acres Water Company, Sheridan Acres Water Company, Inc., and Tim Holt, Receiver of the Sheridan Acres Water Company, in the amount of \$42,000;

B. To Defendant Randy Louis Hohman and the Estate of Eva M. Hearold, deceased, in the amount of \$39,000; and

C. To Defendant Linda Amante and Russell R. Hearold, deceased, in the amount of \$39,000;

The Plaintiff shall deposit additional funds with the Clerk to satisfy the judgment, and such additional funds, together with the funds previously deposited with the Clerk in connection with the Order for Occupancy be paid by the Clerk to the Defendants in the amounts set forth herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all of Defendants' right, title and interest in and to the following described property shall be, and hereby is, transferred and vested in the Plaintiff, free of the claims of the Defendants:

A. A well consisting of 10-inch diameter steel casing to a depth of 300 feet.

1 B. A water tank with the approximate capacity of  
2 64,300 gallons.  
3

4 C. Distribution water mains situated generally in the  
5 Sheridan Acres subdivision and adjacent parcels, described on  
6 Exhibit 1 to the Complaint.

7 D. Distribution system water main valves, the  
8 locations of which are depicted on Exhibit 1; an estimated  
9 fifteen (15) 6-inch valves and seven (7) 8-inch valves.

10 E. 13 Fire Hydrants, the locations of which are shown  
11 on Exhibit 1.

12 F. Water services and meters, the locations of which  
13 are shown on Exhibit 1, consisting of a total of 55 service  
14 connections at the water mains, 10 single meter pits, and 45  
15 double meter pits.

16 G. Water rights, 122.12 acre-feet per year, held  
17 under Permit # 29402 and Permit # 24524, Certificate # 8688, and  
18 Permit 49436, Certificate 14457.

19 H. Easements for the foregoing described assets,  
20 including those conveyed and described by the Deed of Easement  
21 recorded December 21, 1979 in the official records of Douglas  
22 County, Nevada, File No. 40013, Book 1279, Pages 1501-1502 and  
23 the Parcel Map for Eva M. Hearold, Document 74308, recorded  
24 December 28, 1982, Book 1282, Page 1467 and dedicated public  
25 utility easements, established by the final subdivision maps,  
26 Sheridan Acres Unit One, Document #032486, recorded June 8,  
27  
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1966, Sheridan Acres Unit Two, Document #042594, recorded  
October 14, 1986.

IT IS FURTHER ORDERED that the Settlement Agreement  
and Mutual Release and the Addendum to Settlement Agreement are  
made a part hereof, and the Court will retain jurisdiction, as  
provided therein, to enforce the terms thereof, and otherwise,  
in the manner provided by law.

Dated the 6 day of April, 2007.

  
DISTRICT JUDGE

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE is entered among Douglas County, a political subdivision of the State of Nevada (County), Tim Holt, Receiver of the Sheridan Acres Water Company (referred to herein as "Receiver"), Randy Louis Hohman and Linda Amante, individually and in their representative capacities, as hereinafter set forth.

Reference is made to Case No. 05-CV-0003, in the Ninth Judicial District Court of the State of Nevada, in and for Douglas County, Douglas County, Plaintiff, vs. Sheridan Acres Water Company, et al, Defendants. This is an action in eminent domain. The County acquired the assets of the Sheridan Acres Water Company by virtue of an Order for Occupancy Pending Judgment entered January 28, 2005, and has owned and operated the water utility which is the subject of this action since then. Reference is further made to Case No. 96-CV-0231, in the Ninth Judicial District Court of the State of Nevada, in and for Douglas County, Public Service Commission, Petitioner v. Sheridan Acres Water Company, etc., Respondent. The Receiver acts pursuant to authority granted therein. Randy Louis Hohman is the sole heir and devisee of Eva Hearold, deceased. Linda Amante is the sole heir and devisee of Russell R. Hearold, deceased. Eva Hearold and Russell R. Hearold were the sole owners of the Sheridan Acres Water Company.

FOR AND IN CONSIDERATION of the mutual promises, covenants and agreements contained herein, the parties agree as follows:

1. The County agrees to pay the Receiver the sum of \$42,000. The Receiver agrees to accept such payment in full satisfaction of all claims for debts, fees, costs and expenses owed to him or incurred by him and by Sheridan Acres Water Company during his period in office, and further agrees to indemnify and hold Douglas County harmless from any and all liability in connection therewith.

2. The County agrees to pay Linda Amante the sum of \$39,000. Linda Amante agrees to accept such payment in full satisfaction of any claim or interest she has or may have in the above entitled actions and in the Sheridan Acres Water Company or its assets, in her capacity as personal representative of the estate of Russell R. Hearold, in her capacity as personal representative of the estate of Eva Hearold, and as heir and devisee of Russell R. Hearold. She further agrees to indemnify and hold Douglas County harmless from the claims of creditors that may or could be lodged in estate proceedings for either of the named decedents.

3. The County agrees to pay Randy Hohman the sum of \$39,000. Randy Hohman agrees to accept such payment in full satisfaction of any claim or interest he has or may have in the above entitled actions and in the Sheridan Acres Water Company or its assets, as heir and devisee of Eva Hearold. If, subsequent to the approval of this agreement, Randy Hohman acts as personal representative of the estate of either Russell R. Hearold or Eva Hearold, he further agrees to indemnify and hold Douglas County harmless from the claims of creditors that may or could be lodged in any of such estate proceedings in which he may so act.

4. Douglas County agrees to remove the existing water tank and its appurtenances when the new water storage tank for the Foothill Water system is on line, and to restore the site consistent with the immediately surrounding area. The County will also release the easement for the existing water storage tank, reserving adequate easements for the distribution lines.

5. This agreement is made subject to the approval of the Douglas County Board of Commissioners. Upon approval, payment will be made from the funds deposited with the Court in connection with the Order for Occupancy Pending Judgment plus from such other funds as the County may direct. Upon receipt of the payment by each party, the terms for satisfaction of that party's claim will be deemed to have been fully executed.

6. In addition to this agreement, the parties will stipulate to entry of judgment concluding both of the above entitled actions, in separate forms to be approved concurrently herewith. To the extent that the Receiver, Mr. Hohman or Ms. Amante is required or otherwise finds it necessary or prudent to take further action in the context of the receivership or estate proceedings, they will do so at their own expense.

7. Each party has had the right to the assistance of counsel of his or her choice in connection with this agreement. Each party agrees to pay their own costs and attorney's fees, as incurred in either of the named actions, as well as in any estate proceedings.

8. In consideration of the mutual promises herein, the Parties agree that this Agreement will fully, finally and forever resolve and release all causes of action, claims, demands, costs, damages, liabilities, losses, obligations, expenses and



compensation of any nature whatsoever, in law or in equity, whether known or unknown, asserted or unasserted, which the Parties now have, or ever had, or may have in the future with respect to or arising in any way out of the underlying action, including, but not limited to, claims for defense, indemnity, subrogation, contribution, reimbursement, breach of contract, breach of the covenant of good faith and fair dealing, claims in tort, and claims for extra-contractual and/or punitive damages of any type.

#### Miscellaneous

A. It is understood and agreed that this Agreement is executed as a compromise of a disputed claim and that said payment for this Release is not to be construed as an admission of liability on the part of Douglas County, a Political Subdivision of the State of Nevada; Douglas County Board of Commissioners; Douglas County Community, including their agents, servants, officers, and/or employees, and any and all other persons, firms, corporations or insurers, such liability being expressly denied.

B. The Parties have thoroughly investigated the facts relating to the aforementioned dispute. The Parties hereto warrant that they freely entered into the settlement and release and are not entering into the settlement and release because of any duress or fear and are fully authorized to enter into the terms and conditions set forth herein, to execute the Agreement, and to legally bind the Parties. The Parties further warrant that they have read this Settlement Agreement



and Mutual Release, have consulted with their attorneys and understand and agree to the provisions herein.

C. The Parties have not relied upon any statement or representation by any party hereto or any agent, employee, representative or attorney for any Party hereto regarding any facts relied upon in entering into this Settlement Agreement and Mutual Release.

D. The Parties acknowledge that after entering into this Settlement Agreement and Mutual Release, they may discover different or additional facts underlying the aforementioned dispute, as identified above, and/or Settlement Agreement and Mutual Release, or the understanding of those facts. Each Party expressly assumes the risk that different or additional facts may subsequently arise and each Party agrees that the Settlement Agreement and Mutual Release should, in all respects, be effective and not subject to rescission, cancellation or termination by reason of any such different or additional facts.

E. The Parties agree that the releases set forth above shall be given full force and effect in accordance with each and all of their express terms and provisions, including those terms and provisions relating to unknown and unsuspected claims.

F. This Settlement Agreement and Mutual Release is made and entered into in the State of Nevada and shall be interpreted and enforced under and pursuant to the laws of the State of Nevada.

G. If a dispute arises over the subject of this Settlement Agreement and Mutual Release and litigation is instituted, the prevailing party shall be entitled to

receive from the other its attorney's fees and costs actually and reasonably incurred.

H. The undersigned further covenant and agree that this Settlement Agreement and Mutual Release contains the entire agreement between the Parties hereto, that the terms of this Settlement Agreement and Mutual Release are contractual and not a mere recital.

I. The undersigned state that they have carefully read the Settlement Agreement and Mutual Release in its entirety, have conferred with their attorneys, know and understand the contents of the Settlement Agreement and Mutual Release and sign the same as their own free act. The undersigned authorize their attorneys to enter into a dismissal with prejudice of the action described herein.

J. The Settlement Agreement and Mutual Release may be executed in counterparts, each of which shall constitute one and the same instrument which shall constitute the original Settlement Agreement and Mutual Release.


Date:

DOUGLAS COUNTY, NEVADA

  
By: \_\_\_\_\_

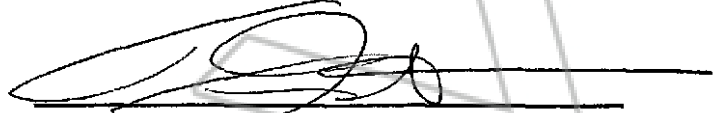
MARK B. JACKSON, District Attorney

Date: 4/6/07

  
By Thomas E. Perkins, Deputy  
Attorneys for Douglas County

Date:

TIMOTHY F. HOLT, individually and in  
his capacity as Receiver of Sheridan  
Acres Water Company



Date:

3/20/07

\_\_\_\_\_  
RANDY LOUIS HOHMAN

Date:

\_\_\_\_\_  
GEORGE M. KEELE  
Attorney for Randy Louis Hohman

Date:

\_\_\_\_\_  
LINDA AMANTE

Date:

\_\_\_\_\_  
NANCY REY JACKSON  
Attorney for Linda Amante



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Date:

TIMOTHY F. HOLT, individually and in  
his capacity as Receiver of Sheridan  
Acres Water Company

---

Date:

*Randy Louis Hohman*  
RANDY LOUIS HOHMAN

Date:

*George M. Keele*  
GEORGE M. KEELE  
Attorney for Randy Louis Hohman

Date:

---

LINDA AMANTE

Date:

---

NANCY REY JACKSON  
Attorney for Linda Amante



Date:

TIMOTHY F. HOLT, individually and in  
his capacity as Receiver of Sheridan  
Acres Water Company

Date:

RANDY LOUIS HOHMAN

Date:

GEORGE M. KEELE  
Attorney for Randy Louis Hohman

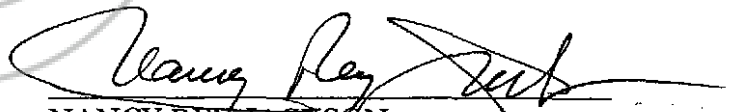
Date:

04-02-07

  
LINDA AMANTE

Date:

4/01/07

  
NANCY REY JACKSON  
Attorney for Linda Amante



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Date:

TIMOTHY F. HOLT, individually and in  
his capacity as Receiver of Sheridan  
Acres Water Company



Date:

3/20/07

\_\_\_\_\_  
RANDY LOUIS HOHMAN

Date:

\_\_\_\_\_  
GEORGE M. KEELE  
Attorney for Randy Louis Hohman

Date:

\_\_\_\_\_  
LINDA AMANTE

Date:

\_\_\_\_\_  
NANCY REY JACKSON  
Attorney for Linda Amante



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ADDENDUM TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS ADDENDUM TO THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE is entered among Douglas County, a political subdivision of the State of Nevada (County), Randy Louis Hohman and Linda Amante, individually and in their representative capacities, as set forth in the Settlement Agreement and Mutual Release.

The purpose of this Addendum is to clarify issues of access and future use, and Paragraph 4, which reads as follows:

4. Douglas County agrees to remove the existing water tank and its appurtenances when the new water storage tank for the Foothill Water system is on line, and to restore the site consistent with the immediately surrounding area. The County will also release the easement for the existing water storage tank, reserving adequate easements for the distribution lines.

For and in consideration of the mutual promises made herein, the parties further agree as follows:

A. Randy Louis Hohman and Linda Amante agree to allow access on the existing driveway to the tank, well and appurtenances. The County will prepare a survey and legal description at its expense and the parties agree to sign an access easement in a form acceptable to all parties. If the County's use of the access easement damages the driveway, it agrees to repair it in a prompt and workmanlike manner.

B. Restoration of the tank site will consist of grading, the planting of 2-3 trees, and cooperative arrangements for salvage of scrap metal, proceeds of which will be divided equally between Randy Louis Hohman and Linda Amante. The County and its contractors will arrange to locate temporary storage of the scrap on site in a location acceptable to Ms. Amante.



drilling of the well and the appurtenances that may then be necessitated, such as a modest pumphouse, power service, and well-head monitoring and treatment equipment and supplies. The survey of the reserved easement will be at County expense, and the instruments for reservation of the same and release of the remaining portions of the easement will be prepared by the County in a form acceptable to the parties.

D. The parties agree to reservation of jurisdiction of the Court in Case No. 05-CV-0003 to enforce the terms and resolve any disputes arising out of the Settlement Agreement and this Addendum.

E. If the County determines in the future to abandon the existing well and not re-drill it, it will do so according to the requirements of law then in effect, and release the easement for the well, reserving adequate easements for waterlines.

F. Except as specifically set forth herein, the Settlement Agreement and Mutual Release will remain in full force and effect.

G. This Addendum to the Settlement Agreement and Mutual Release may be executed in counterparts, each of which shall constitute one and the same instrument, and true facsimile transmissions of the parties' signatures will be adequate evidence of their agreement to the terms hereof.

Date:

DOUGLAS COUNTY, NEVADA

  
By: \_\_\_\_\_

Date: 4/6/07

MARK B. JACKSON, District Attorney



By Thomas E. Perkins, Deputy  
Attorneys for Douglas County

Date:

\_\_\_\_\_  
RANDY LOUIS HOHMAN

Date:

\_\_\_\_\_  
GEORGE M. KEELE  
Attorney for Randy Louis Hohman

Date:

\_\_\_\_\_  
LINDA AMANTE

Date:

\_\_\_\_\_  
NANCY REY JACKSON  
Attorney for Linda Amante



Date:

MARK B. JACKSON, District Attorney

\_\_\_\_\_  
By Thomas E. Perkins, Deputy  
Attorneys for Douglas County

Date:

\_\_\_\_\_  
RANDY LOUIS HOHMAN

Date:

\_\_\_\_\_  
GEORGE M. KEELE  
Attorney for Randy Louis Hohman

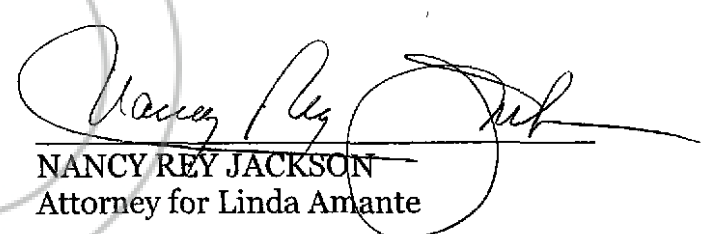
Date:

04-05-07

  
\_\_\_\_\_  
LINDA AMANTE

Date:

4/5/07

  
\_\_\_\_\_  
NANCY REY JACKSON  
Attorney for Linda Amante



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Date:

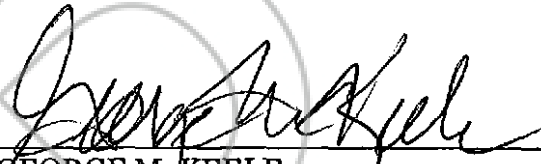
MARK B. JACKSON, District Attorney

\_\_\_\_\_  
By Thomas E. Perkins, Deputy  
Attorneys for Douglas County

Date:

\_\_\_\_\_  
RANDY LOUIS HOHMAN

Date:

  
\_\_\_\_\_  
GEORGE M. KEELE  
Attorney for Randy Louis Hohman

Date:

\_\_\_\_\_  
LINDA AMANTE

Date:

\_\_\_\_\_  
NANCY REY JACKSON  
Attorney for Linda Amante

Date:

MARK B. JACKSON, District Attorney

By Thomas E. Perkins, Deputy  
Attorneys for Douglas County

Date:

*Randy Louis Hohman*  
RANDY LOUIS HOHMAN

Date:

GEORGE M. KEELE  
Attorney for Randy Louis Hohman

Date:

LINDA AMANTE

Date:

NANCY REY JACKSON  
Attorney for Linda Amante

SEAL

**CERTIFIED COPY**

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

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DATE:

*4/9/07*

Barbara J. Griffin, Clerk of the 9th Judicial District Court of the State of Nevada, In and for the County of Douglas,

By

*Gregory*

Deputy

