

N/A

DOC # 0701883
05/29/2007 09:06 AM Deputy: dw
OFFICIAL RECORD
Requested By:
DC/DISTRICT ATTORNEY

Assessor's Parcel Number: N/A

Date: MAY 24, 2007

Recording Requested By:

Douglas County - NV
Werner Christen - Recorder
Page: 1 OF 13 Fee: 0.00
BK-0507 PG- 8946 RPTT: # 0



Name: ROBERT MORRIS, DA'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

SETTLEMENT AGREEMENT #2007.106
(Title of Document)

FILED

2007.106

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

2007 MAY 24 AM 10:18

This Settlement Agreement and Mutual Release ("Agreement") is made by and between Armil Properties, LLC., a Nevada Limited Liability Company (Armil) and Douglas County, a Political Subdivision of the State of Nevada (County), (collectively referred to herein as the "Parties").

CLERK
GRIFFIN
[Signature]

Recitals

WHEREAS, various and certain disputes have arisen between the Parties arising out of the County's denial on or about June 2, 2006, of modifications to the tentative map for Parkhaven Estates, originally approved November 23, 2004, located in the Johnson Lane area of Douglas County, which forms the basis of the underlying actions entitled ARMIL PROPERTIES, LLC., a Nevada Limited Liability Company, Plaintiff v. DOUGLAS COUNTY, a Political Subdivision of the State of Nevada; DOUGLAS COUNTY BOARD OF COMMISSIONERS; DOUGLAS COUNTY COMMUNITY DEVELOPMENT and PLANNING DIVISION, Defendants, filed in the Ninth Judicial District Court of the State of Nevada, in and for the County of Douglas, and bearing Case Numbers 06-CV-0148 and 06-CV-0150, (referred to herein as the "underlying action").

WHEREAS, a Complaint was filed on or about June 27, 2006, against Douglas County, a Political Subdivision of the State of Nevada; Board of Commissioners; Douglas County Community Development and Planning Division.

WHEREAS, in an effort to compromise their respective claims and defenses and



to avoid incurring additional litigation expenses, the Parties desire to resolve all claims, disputes and issues between them arising out of and/or relating to the underlying action.

SETTLEMENT TERMS AND MUTUAL RELEASE

In consideration of the Mutual Releases set forth in this Agreement, the Parties agree as follows:

1. The modification of the tentative map for Parkhaven Estates, heard on June 2, 2006, is approved, subject to the terms of this agreement. No additional hearings, beyond the approval of this agreement at the February 1, 2007 meeting of the Board of County Commissioners are or will be required.

2. SEWER IMPROVEMENTS FOR PARKHAVEN ESTATES. Armil can install individual grinder pumps and a forced main for waste water service to lots 1 through 7 and lots 20 and 21 of Parkhaven Estates. The remainder of the lots for Parkhaven Estates will be served by gravity sewer. Installation of the forced main will include check valves and service access and at least one "pig launcher port" for maintenance.

3. Armil will design, develop and construct on site retention basins and flood control improvements as shown on the attached Exhibit "A" Conceptual Grading and Drainage Plan dated February 21, 2007, Exhibit "B" Conceptual Redistribution Berm dated February 21, 2007 and Exhibit "C" Conceptual Redistribution Berm, dated February 21, 2007. To the extent practicable, the individual retention basins will be

joined along the western boundary of the project, Lots 2-4, and a portion of 4, and also on Lots 6 and 7. An exclusive easement will be offered for dedication to include the retention basins and the flood control improvements, to the Western boundary of the project and including the Southern boundaries of Lots 6, 9 and 10, except that the redistribution berm and flood control improvements are not required to be constructed along the Southern boundaries of Lots 6, 9 and 10. The design, including materials, compaction and resistance to erosion, of the redistribution berm, or revetment, will be certified by a licensed Geotechnical engineer. The exclusive easements will be dedicated for access and maintenance of the flood control and drainage improvements and will not include public access.

4. Mac Drive will be improved as shown in the Grading and Drainage Plans, with a culvert at Mac and Stephanie, and 2-3 additional culverts designed for nuisance flow to the North.

5. The County will accept the roadside improvements and the easement and improvements described in Paragraph 2 for maintenance. Armil, on its behalf and on behalf of its successors in interest, will agree to be included in the service area of a storm water management utility and also within the boundaries of a flood and drainage control and maintenance district.

6. Douglas County will initiate the application for a conditional letter of map revision (CLOMR) as soon as possible and at its expense, and agrees to retain a licensed

engineer for that purpose on or before February 1, 2007. Upon approval of the CLOMR, if the analysis demonstrates that redistribution of on-site fill, from within the project, would not raise the base flood elevation more than 1 foot, the Armil will be permitted to use on-site fill from within the project to the North on Lots 20 and 21 approximately one-half the distance from the South boundary of Lots 20 and 21, and to the South on Lots 17 and 18 approximately one-half the distance from the North boundary of Lots 17 and 18, in which case the buildable area of each of the affected lots will be expanded and the extent of the conservation area will be constricted to conform therewith. Driveway access to future lot 21 shall be directly off Stephanie Way as depicted on the attached Exhibit "A".

7. Armil agrees to include within its CC&R's, in a form subject to approval of the District Attorney, restrictions against the construction of storm water barriers within a 20' wide area along the common boundaries of Lots 1, 2, 3, 4 and 5, and also between Lots 6 and 7.

8. The changes described herein will not be regarded as a new major modification of the subdivision. The modification and design approved in connection herewith, as well as the terms hereof and the drawings attached hereto, are deemed to be in compliance with health and safety standards of the Douglas County Code.

9. Douglas County will pay to Armil the sum of \$60,000, with the claim to be submitted upon approval and execution of this agreement.

10. Douglas County shall pay the costs of the mediator.

11. Except as set forth herein, the parties will pay all of their own costs and attorney's fees.

12. The Parties agree that the underlying action will be dismissed once the Parties have fully performed the terms of this Agreement and the final map has been recorded. The Parties further agree that pending dismissal of this action, the Court shall retain jurisdiction of this matter for the purpose of enforcing the terms of this Agreement.

13. The development agreement approved in Ordinance 2005-1140, recorded as Document 0652887, Book 0805, Pages 9710-9724, will remain in effect except as modified by this approval and the changes set forth herein, including, but not limited to the following:

A. No access to the park will be required, as was originally set forth in Paragraph 3 of the Development Agreement.

B. Paragraph 10 of the Development Agreement is modified as set forth in Paragraph 4 hereof.

C. Paragraphs 2 and 11 of the Development Agreement remain in effect, but this specific reference to those provisions is not intended to modify any others or any other term hereof.

D. Developer's responsibility for off-site sewer line improvements does not include "stubs", "sleeves" or other fittings designed to anticipate future individual

connections to the sewer line. If Douglas County wishes to have these facilities designed and installed in connection with the construction, it shall notify Developer prior to construction and pay for the costs of these facilities and their installation, in addition to the reimbursement provided in Paragraph 2 of the Development Agreement.

14. The parties hereto mutually agree that any and all applicable periods of validity or statutes of limitation as to the original subdivision tentative map approval, site improvement permit, and amended subdivision map, major modification, are and have been tolled during the period of judicial review of the underlying actions.

15. 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.

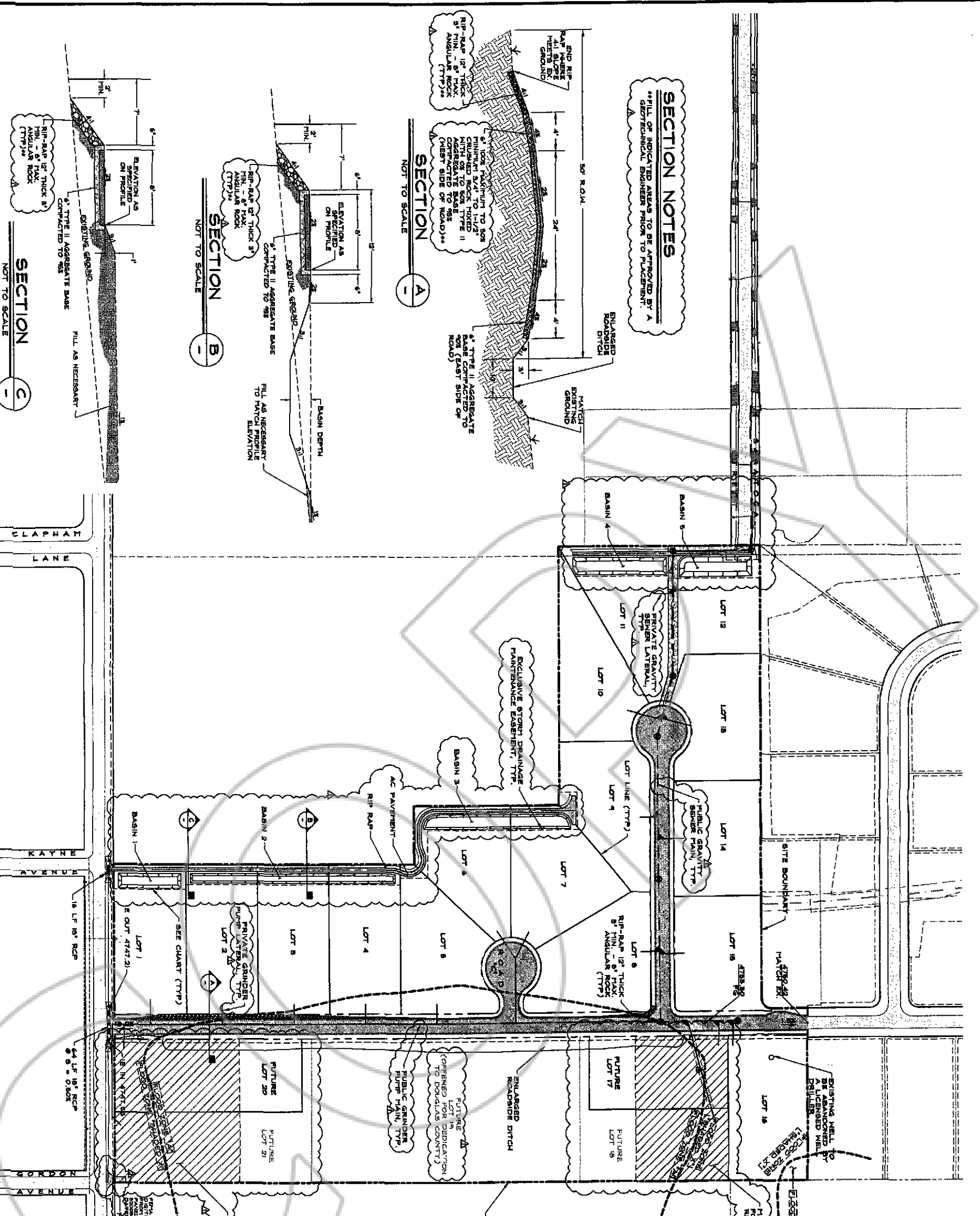
D. The Parties acknowledge that after entering into this Settlement Agreement and Mutual Release, they may discover different or additional facts underlying the aforementioned dispute, as identified above, and/or Settlement Agreement and Mutual

SECTION NOTES
 **FILL OR INDICATED AREAS TO BE APPROVED BY A GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT.

SECTION A
 NOT TO SCALE

SECTION B
 NOT TO SCALE

SECTION C
 NOT TO SCALE



PROPOSED DEVELOPMENT ENVELOPE RESULTS OF FLOOD STUDY

PROPOSED DEVELOPMENT ENVELOPE RESULTS OF FLOOD STUDY

PROPOSED DEVELOPMENT ENVELOPE RESULTS OF FLOOD STUDY

NO.	LOT	AREA (SQ. FT.)	AREA (SQ. YD.)	TOP OF FINISHED GRADE (ELEVATION)	TOP OF PROPOSED DEVELOPMENT (ELEVATION)	PROPOSED DEVELOPMENT VOLUME (CU YD.)
1	LOT 1	1,200	33.33	100.00	100.00	0.00
2	LOT 2	1,200	33.33	100.00	100.00	0.00
3	LOT 3	1,200	33.33	100.00	100.00	0.00
4	LOT 4	1,200	33.33	100.00	100.00	0.00
5	LOT 5	1,200	33.33	100.00	100.00	0.00
6	LOT 6	1,200	33.33	100.00	100.00	0.00
7	LOT 7	1,200	33.33	100.00	100.00	0.00
8	LOT 8	1,200	33.33	100.00	100.00	0.00
9	LOT 9	1,200	33.33	100.00	100.00	0.00
10	LOT 10	1,200	33.33	100.00	100.00	0.00
11	LOT 11	1,200	33.33	100.00	100.00	0.00
12	LOT 12	1,200	33.33	100.00	100.00	0.00
13	LOT 13	1,200	33.33	100.00	100.00	0.00
14	LOT 14	1,200	33.33	100.00	100.00	0.00
15	LOT 15	1,200	33.33	100.00	100.00	0.00
16	LOT 16	1,200	33.33	100.00	100.00	0.00
17	LOT 17	1,200	33.33	100.00	100.00	0.00
18	LOT 18	1,200	33.33	100.00	100.00	0.00
19	LOT 19	1,200	33.33	100.00	100.00	0.00
20	LOT 20	1,200	33.33	100.00	100.00	0.00
21	LOT 21	1,200	33.33	100.00	100.00	0.00
TOTALS		25,200	727.78			

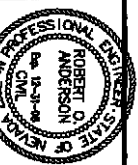
REVISION BLOCK

NO.	DATE	REVISION
1	02/21/07	REVISED CONCEPTUAL PLAN TO BECOME AGRICULTURE EXHIBIT
2	04/20/07	REVISED TO REFLECT PRIVATE ACCESS POINT

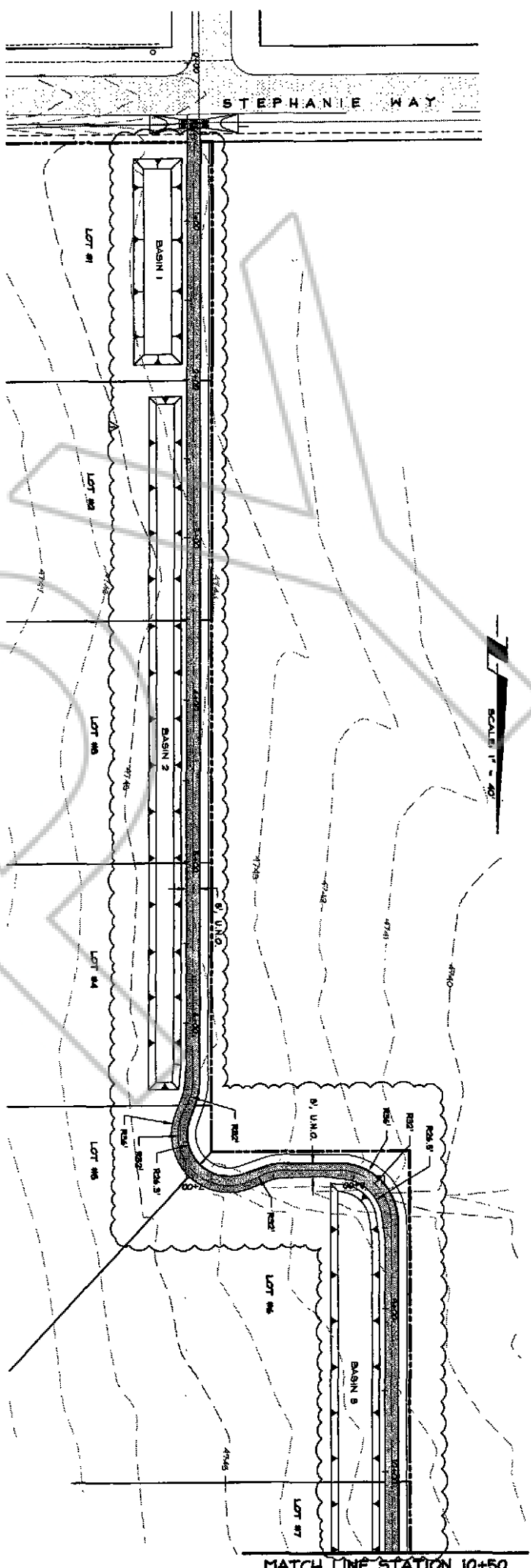
R/O Anderson
 1000 BROADWAY AVENUE / POST OFFICE BOX 200
 MOBILE, AL 36688
 PHONE: (205) 681-1111
 FAX: (205) 681-1112
 WWW: WWW.RANDANDERSON.COM

PARKHAVEN ESTATES
ARMIL PROPERTIES, LLC
NEGOTIATED SETTLEMENT

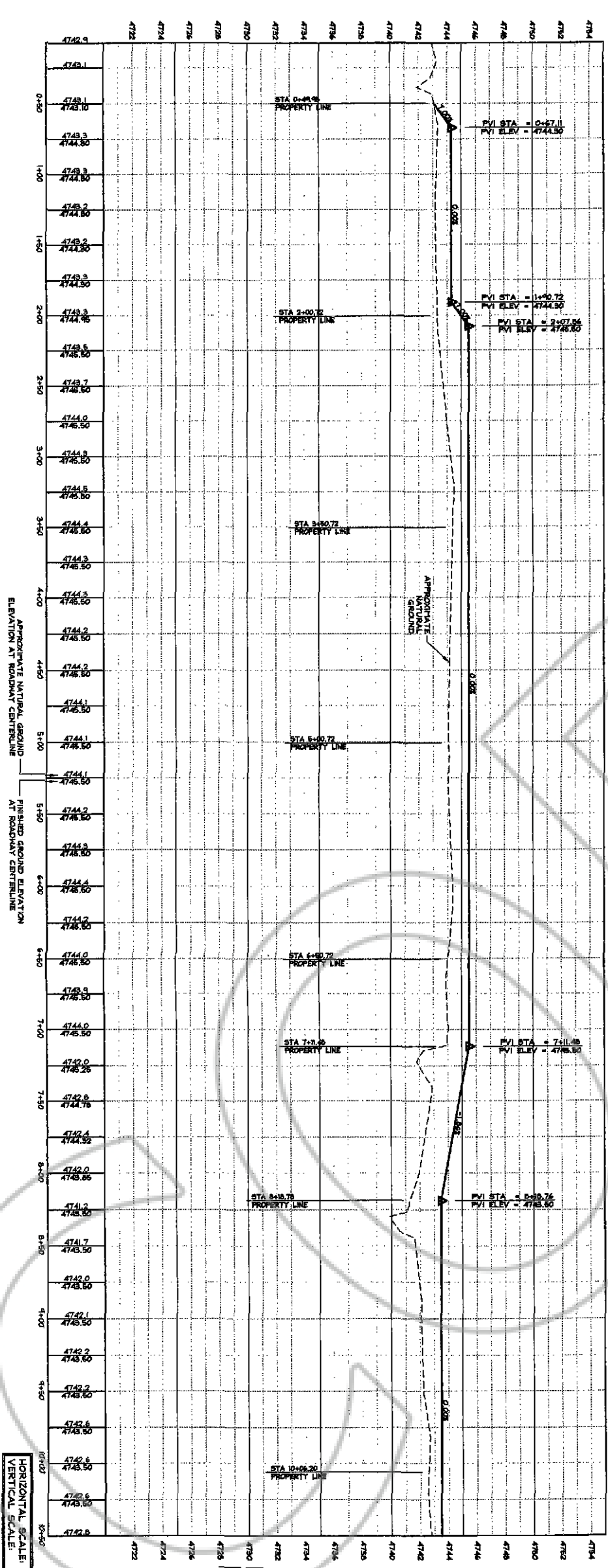
EXHIBIT "A"
CONCEPTUAL GRADING
AND DRAINAGE PLAN



DRAWN: JTR
ENGINEER: ROA
SCALE: 1" = 100'
DATE: 02/21/07
SHEET: 1
OF 1 SHEETS

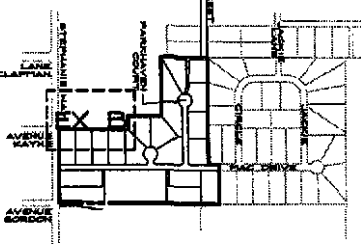


MATCH LINE STATION 10+50
SEE SHEET C16

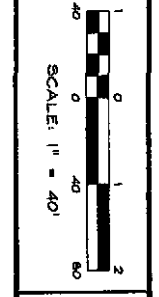


HORIZONTAL SCALE 1" = 40'
VERTICAL SCALE 1" = 4'

SHEET INDEX



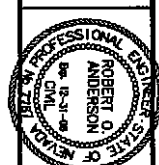
NO.	DATE	REVISION BLOCK	BY
1	02/21/07	REVISED CONCEPTUAL DESIGN TO SECURE AGREEMENT EXHIBIT	qas



R|O|Anderson
1000 WEST 14TH AVENUE, SUITE 200, DENVER, CO 80202
PHONE: (303) 733-2000 / FAX: (303) 733-7900
WEB SITE: WWW.ROANDERSON.COM

**PARKHAVEN ESTATES
ARML PROPERTIES, LLC
NEGOTIATED SETTLEMENT**

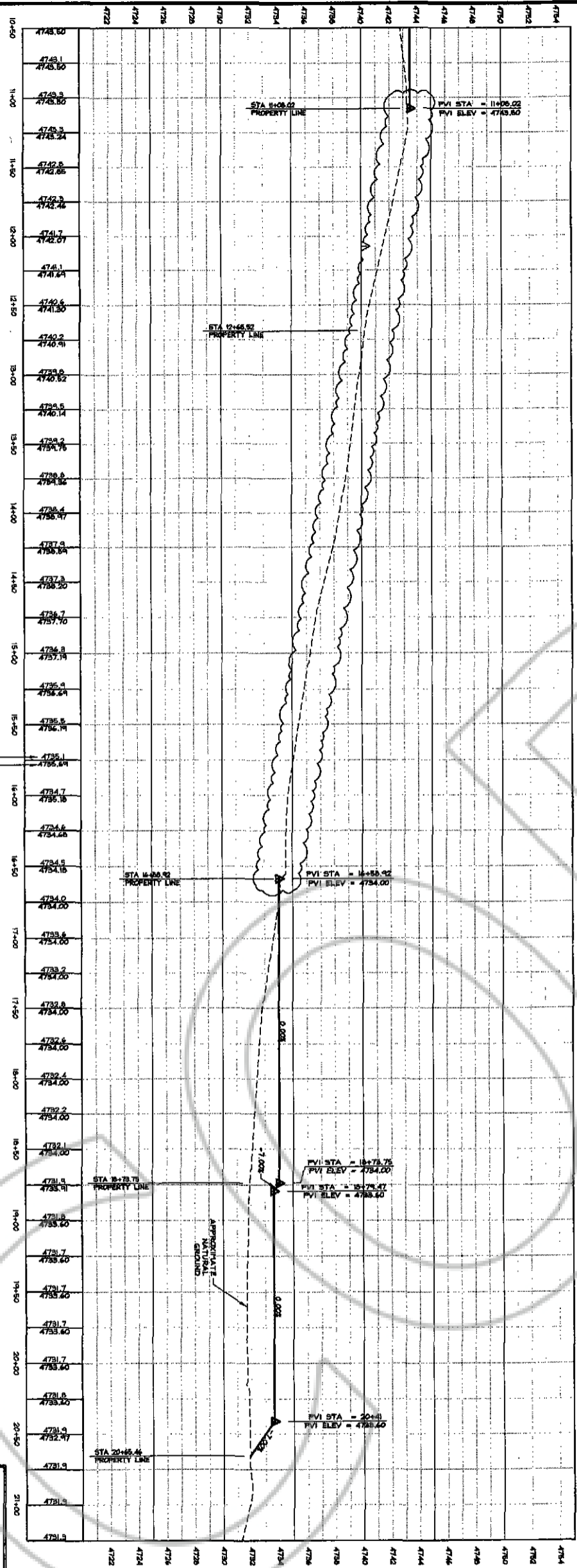
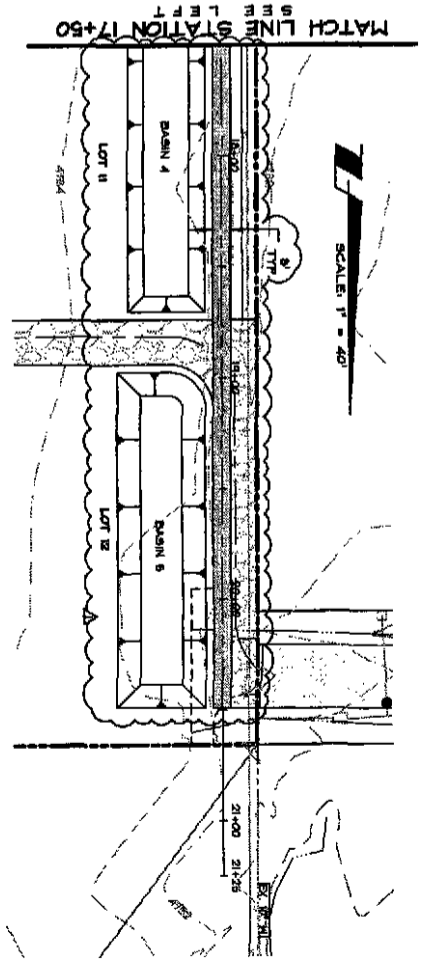
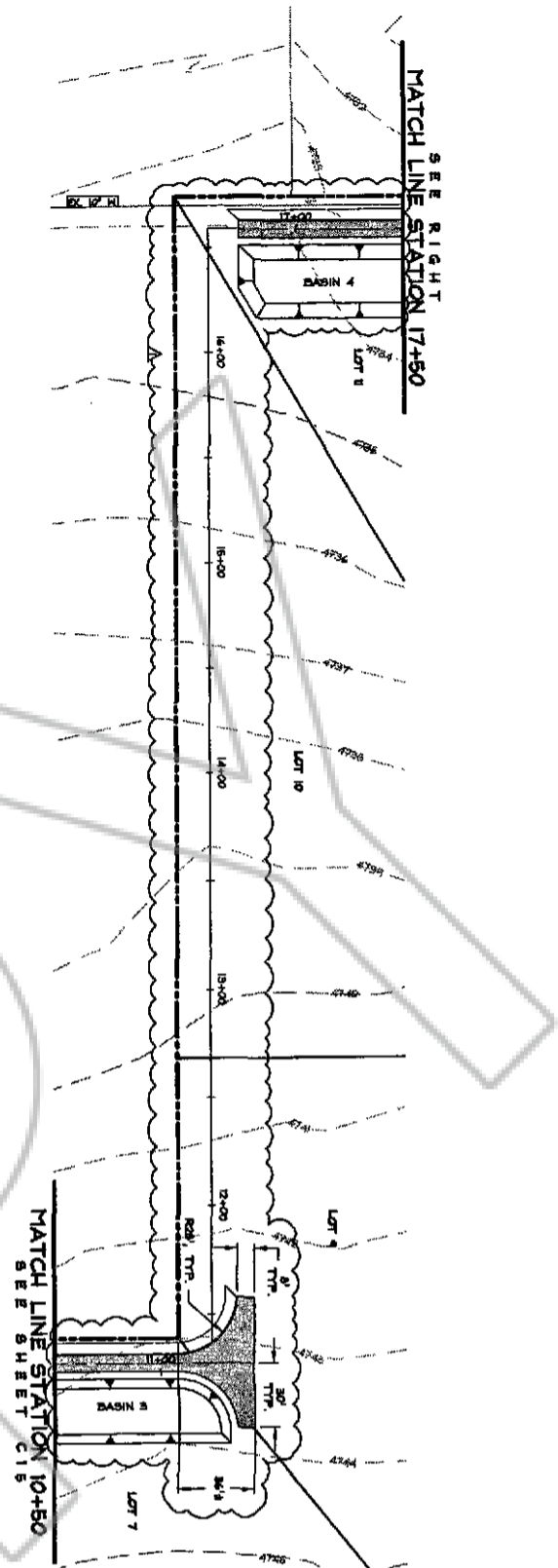
**EXHIBIT "B"
CONCEPTUAL RE-
DISTRIBUTION BERM**



DRAWN: RSE
ENGINEER: ROA
SCALE: 1" = 40'
DATE: 02/21/07

JOB: 1139-004
DRAWING: 1139006 EXB
SHEET: 1
OF: 1 SHEETS

SCALE 1" = 40'

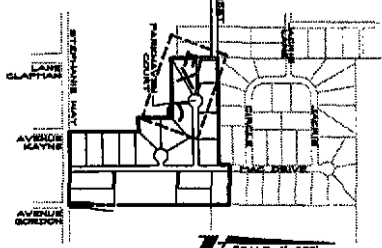


APPROPRIATE NATURAL GROUND ELEVATION AT ROADWAY CENTERLINE

FINISHED GROUND ELEVATION AT ROADWAY CENTERLINE

HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 4'

SHEET INDEX



NO.	DATE	REVISION BLOCK	BY
1	02/21/07	REVISED CONCEPTUAL DESIGN TO REFLECT ARCHITECT'S EXHIBIT	GRS



ROlanderson
 1000 DEERFIELD AVENUE, SUITE 200
 PARK RIDGE, IL 60068
 PHONE: (773) 262-2222 / FAX: (773) 262-1154
 WEB SITE: WWW.ROLANDERSON.COM

PARKHAVEN ESTATES
 ARMIL PROPERTIES, LLC
 NEGOTIATED SETTLEMENT

EXHIBIT "C"
 CONCEPTUAL RE-DISTRIBUTION BERM



DRAWN:	ENGINEER:	DATE:	JOB:
RBF	ROA	02/21/07	1122-006
SCALE: 1" = 40'	DRAWING: 1122006-EXC	DATE: 02/21/07	OF: 1 SHEETS

COPIES

SEAL

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.

DATE: May 24, 2007
Barbara J. [Signature] Clerk of the Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By: [Signature] Deputy