

Doc Number: **0831032**

09/20/2013 02:53 PM

OFFICIAL RECORDS

Requested By
DC/DISTRICT ATTORNEY

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 4 Fee: \$ 0.00

Bk: 0913 Pg: 4944



Deputy: sg

Assessor's Parcel Number: N/A

Date: SEPTEMBER 20, 2013

Recording Requested By:

Name: DOUG RITCHIE, DA'S OFFICE
& EILEEN CHURCH, PUBLIC WORKS

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

RELEASE OF CLAIMS #2013.221

(Title of Document)

RELEASE OF CLAIMS

2013 SEP 20 AM 10: 22

TED THUAN
CLERK

This Release of Claims is entered into among Douglas County, a political subdivision of the State of Nevada (the "County"); Rowe Hales Yturbide, LLP, a Nevada limited liability partnership ("Rowe Hales Yturbide"); and James R. Hales, Esq. ("Mr. Hales"), who are at times collectively referred to as the "Parties" or individually as the "Party."

PREAMBLE

WHEREAS, Mr. Hales and the law firm of Rowe Hales Yturbide provided various legal services to Sierra Country, Inc., a Nevada corporation; and to Sierra Country Water Company, Inc., a Nevada non-profit corporation (collectively, "SCWC");

WHEREAS, SCWC has a total outstanding balance in excess of \$209,386.58 to Rowe Hales Yturbide for the legal services provided by Rowe Hales Yturbide and Mr. Hales to SCWC;

WHEREAS, the County has acquired the Sierra Country Estates Public Water System and the related assets from SCWC; and

WHEREAS, the Parties desire to reach an accord and satisfaction regarding the monies due to Rowe Hales Yturbide for the services provided by Mr. Hales.

NOW, THEREFORE, based on good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, and the mutual promises and conditions contained herein, the Parties agree as follows:

1. The County agrees to pay to Rowe Hales Yturbide the sum of Seventy-Five Thousand Dollars (\$75,000) by no later than November 1, 2013, as an accord and satisfaction for any services provided by Mr. Hales, Rowe Hales Yturbide, or its agents, employees, or partners to Sierra Country, Inc. or Sierra Country Water Company, Inc. prior to November 1, 2013.
2. Rowe Hales Yturbide agree that it will not hereafter institute or maintain any action at law or in equity against Douglas County; Sierra Country, Inc.; Sierra Country Water Company, Inc., or their respective officers, elected officials, employees, agents, attorneys, or representatives regarding any fact or circumstance arising out of the services it provided to Sierra Country, Inc. or Sierra Country Water Company, Inc. or the County's acquisition of any assets or liabilities of the same.
3. Mr. Hales agrees that he will not hereafter institute or maintain any action at law or in equity against Douglas County; Sierra Country, Inc.; Sierra Country Water Company, Inc., or their respective officers, elected officials, employees, agents, attorneys, or representatives regarding any fact or circumstance arising out of the services he provided to Sierra Country, Inc. or to Sierra Country Water Company, Inc. or the County's acquisition of any assets or liabilities of the same.

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4. Rowe Hales Yturbide and Mr. Hales understand and agree that if the facts with respect to which this Release of Claims is executed is later found to be other than or different from the facts now believed by them to be true, they expressly accept and assume the risk of such possible difference in the facts and agree that this Release of Claims will remain effective notwithstanding any different facts.

5. Rowe Hales Yturbide and Mr. Hales represent and warrant that they have not sold, assigned, transferred, or otherwise disposed of any account receivable, claim, or cause of action related to any matter covered by this Release of Claims.

6. This Release of Claims is binding upon the successors, heirs, executors, and assigns of the Parties.

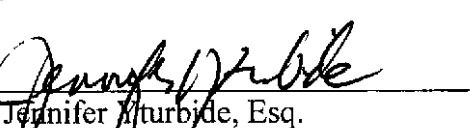
7. This Release of Claims supersedes any prior agreements or understandings among the Parties pertaining to the subject matter thereof.

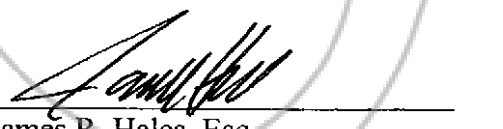
8. This Release of Claims will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing this Release of Claims. In the event a dispute arises among the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Release of Claims before an independent mediator mutually agreed to by the Parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing Party at the discretion of the court. The Parties mutually agree to not seek punitive damages against either Party.

IN WITNESS WHEREOF, the Parties have caused this Release of Claims to be executed as of the 19th day of September, 2013.

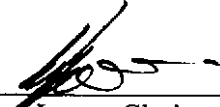
Rowe Hales Yturbide, LLP

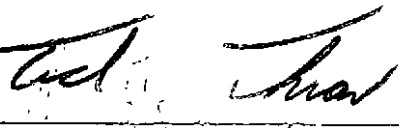
By: 
Michael Smiley Rowe, Esq.
Managing Partner

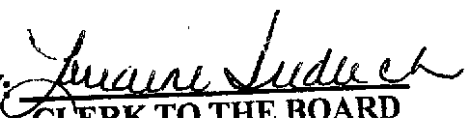
By: 
Jennifer Yturbide, Esq.
Managing Partner

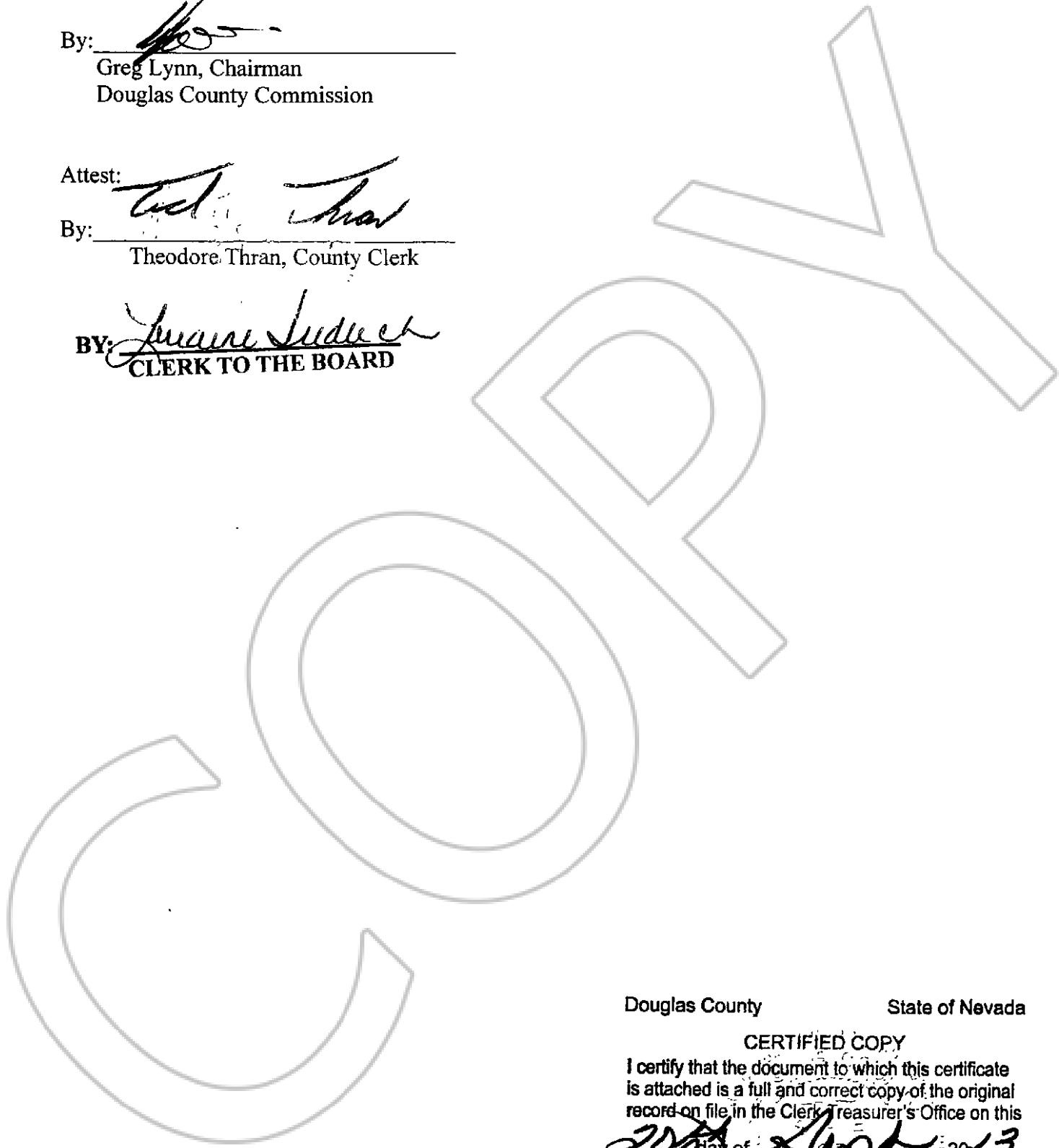
By: 
James R. Hales, Esq.
Individually and as a Managing Partner

Douglas County Board of Commissioners

By: 
Greg Lynn, Chairman
Douglas County Commission

Attest:
By: 
Theodore Thran, County Clerk

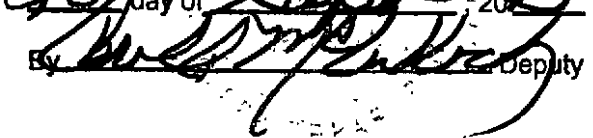
BY: 
CLERK TO THE BOARD



Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk/Treasurer's Office on this

20th day of Sept 2013
By:  Deputy