

APN 008-251-02

APN 008-211-07

APN 008-261-08



Settlement Agreement between Lincoln County, State of Nevada (Lincoln),
City of Mesquite, Nevada municipal corporation (Mesquite), and C & O Holdings, LLC
a Nevada Limited Liability Company (C&O)

Title of Document

Affirmation Statement

I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. 9Per NRS 239B.030)

I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law:

(State specific law)

Cherry Lawson City Clerk
Signature Title

Cherry Lawson
Signature

10/22/2012
Date

Grantees address and mail tax statement:

City of Mesquite, City Clerk's Office
10 E. Mesquite Boulevard
Mesquite, NV 89027



APN No. 008-251-02;008-211-08; 008-261-08

Settlement Agreement

This Settlement Agreement (this "Agreement") is entered into September 11, 2012 and is made by and between Lincoln County, State of Nevada ("Plaintiff" or "Lincoln"), The City of Mesquite, a Nevada municipal corporation ("Mesquite"), and C & O Holdings, LLC, a Nevada limited liability company ("C&O").

RECITALS

A. Plaintiff filed its original complaint as Lincoln County, State of Nevada v. City of Mesquite, a city incorporated in Clark County, State of Nevada; and C & O Holdings, LLC, a Nevada limited liability company, Case No. CV-1250010, in the Seventh Judicial District Court of Nevada (the "Lawsuit").

B. Plaintiff's complaint sought to set aside the annexation by Mesquite of C&O's property located in Lincoln County and contiguous to the border of Mesquite. The property annexed by Mesquite and owned by C&O, and about which the Lawsuit was commenced, is generally identified by the following parcel numbers assigned to the property by the Lincoln County Assessor: 008-251-02, 008-211-07, and 008-261-08 (the "Property").

C. Plaintiff, Mesquite and C&O desire to enter into this Agreement for the purposes of, among other things:

1. dismissing the Lawsuit with prejudice;
2. undoing the annexation of the Property into Mesquite by Mesquite taking the appropriate action to detach the Property from Mesquite;
3. having all parties agree that development of the Property is of value to each party;
5. having each party agree to use good faith efforts to work toward proposed intergovernmental agreements for governmental services requested by a party for the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and other good and valuable consideration, the parties hereby agree as follows.

1. Petition for Detachment. Within fifteen (15) days of the effective date of this Agreement, C&O agrees to submit a written petition to Mesquite requesting the detachment of the Property from Mesquite in accordance with the provisions of Nevada Revised Statutes 268.664.
2. Detachment Ordinance. Upon the receipt of a written petition from C&O to Mesquite, the Mesquite City Council will promptly consider an ordinance prepared in accordance with the provisions of Nevada Revised Statutes 268.664 at



a Mesquite City Council meeting that will propose the detachment of the Property from Mesquite. Such ordinance will be agendaized for introduction at a city council meeting within ninety (90) days of receipt of the written petition from C&O.

3. Dismissal of the Lawsuit. Upon passage of an ordinance prepared in accordance with provision two (2) of this Agreement, Mesquite shall provide Lincoln and C&O with a copy of the ordinance. Upon receipt of a copy of the enacted ordinance, Plaintiff will promptly file all documents necessary to effectuate the dismissal of the Lawsuit with prejudice in the Seventh Judicial District Court of Nevada, each party to bear its own costs and expenses, including its own attorney's fees. In the event that the ordinance considered by Mesquite in accordance with provision two (2) of this Agreement is not approved by Mesquite, this Agreement is null and void.
4. Interlocal Agreements. Each party agrees to use good faith efforts in discussions regarding potential interlocal agreements for governmental services requested for the Property. Notwithstanding the foregoing, this Agreement does not create a requirement that any party enter into an Agreement to which the party does not agree.
5. Compromise. Neither this Agreement nor any actions undertaken in connection with this Agreement by any party shall be considered an admission by any party, nor shall it be considered a vindication of any party's position in the Lawsuit. So long as all parties remain in compliance with the terms of this Agreement, no party shall take any action which would be inconsistent with the intent and provisions of this Agreement. However, should any party be in default, or should any party take any action inconsistent with the intent or provisions of this Agreement, then the parties not in default and who have not taken any action inconsistent with the intent or provisions of this Agreement, shall be entitled to take whatever action is available to it under law or equity to seek enforcement of this agreement, or may take action not otherwise consistent with the provisions of this Agreement.
6. Effective Date. This Agreement shall not be effective until signed by C&O and properly approved at a duly called and held meeting of the Board of County Commissioners for Lincoln and the City Council for Mesquite, with the last date to occur of the above three requirements being the effective date of this Agreement.
7. Amendment. Each party to this Agreement agrees that no amendment or modification of this Agreement shall be deemed effective or binding unless and until it is reduced to an express writing executed by all parties hereto.
8. Binding Effect. Each party to this Agreement agrees that this Agreement shall be binding upon and inure to the benefit of the parties and their respective assigns, successors, heirs and any persons claiming rights by, through, or under them.



9. Counterparts. Each party to this Agreement agrees that this Agreement may be executed at different times and in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or pdf signature by any party shall be acceptable and shall result in this Agreement being valid and enforceable against such party.

10. Entire Agreement. Each party to this Agreement agrees that this Agreement contains the entire agreement between the parties as to the subject matter hereof, and that this Agreement cannot be changed or terminated unless it is reduced to an express writing, and executed by the parties hereto.

11. Time is of the Essence. Time is of the essence of this Agreement and each and every provision hereof.

12. Neutral Interpretation. Each party to this Agreement agrees that the provisions contained herein shall not be construed in favor of or against any party because that party or its, his or her counsel drafted this Agreement, but shall be construed as if all parties prepared this Agreement, and any rules of construction to the contrary are hereby specifically waived. The terms of this Agreement were negotiated at arm's length by the parties hereto.

13. Partial Invalidity. If any term, condition, covenant, or provision of this Agreement, or any application thereof, shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, then all provisions, covenants and conditions of this Agreement and applications thereof not held invalid, void, or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

14. Attorneys' Fees and Costs. Each party to this Agreement agrees, as between the parties only, that it, he or she is wholly responsible for its, his or her own legal fees and costs with respect to the preparation, delivery and execution of this Agreement, the prosecution and defense of the Lawsuit, and all settlement proceedings preceding the execution of this Agreement. The parties further agree that in the event of any dispute, litigation concerning this Agreement, the losing party, as determined by the court, shall pay the prevailing party's reasonable attorneys' fees and costs in that dispute or litigation, including those incurred on any appeal.

15. Governing Law. This Agreement shall be governed by the Law of the State of Nevada.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day stated below, in counsel with their attorneys, as stated below.

LINCOLN COUNTY

CITY OF MESQUITE

By George T. Rowe
George "Tommy" Rowe, Chairman

By Mark A. Wier
Mark A. Wier, Mayor

Dated: 08/20/2012

Dated: 9/17/12

ATTEST:

ATTEST:

By: Lisa Lloyd
Lisa Lloyd, Lincoln County Clerk

By: Cherry Lawson
Cherry Lawson, Mesquite City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: Daniel M. Hooe
Daniel M. Hooe, District Attorney

By: Cheryl Truman Huht
Cheryl Truman Huht, Mesquite City Attorney

C&O HOLDINGS, LLC

By [Signature]
It's Manager