

**SETTLEMENT AGREEMENT
AND MUTUAL RELEASE**

This SETTLEMENT AGREEMENT AND MUTUAL RELEASE of all claims (this "AGREEMENT") is entered into as of October 11, 2022 (the "Effective Date") by and between CLARK COUNTY, a political subdivision in the State of Nevada ("CC"), and ANDREW KEVIN OGLESBY, property owner of 7040 Quarry Drive, Las Vegas, Nevada ("OGLESBY"), to forever settle and mutually release any and all civil penalties, administrative citations, lien claims and civil suits by or against OGLESBY by CC. OGLESBY and CC are individually referred to in this Settlement Agreement as a "Party" and collectively as the "Parties."

RECITALS

- A. OGLESBY is the owner of 7040 Quarry Drive, Las Vegas, Nevada, more particularly described as APN 163-15-811-012 (the "Property");
- B. CC opened multiple code enforcement cases against OGLESBY, most recently in CE21-03357, for the operation of the Property as an automobile repair business in violation of the Clark County Code;
- C. CC assessed administrative citations, civil penalties, service fees, recorded liens against the Property, and brought a civil action for violations of the Clark County Code;
- D. CC assessed a total of \$10,350.00, including a lien for civil penalties of \$500.00 on September 10, 2020 (Inst # 20200910-0002638), a lien for civil penalties of \$9,750.00 on June 2, 2020 (Inst # 20200602-0000100), and a lien for civil penalties of \$100.00 on November 27, 2019 (Inst # 20191127-0002339);
- E. On February 14, 2022, CC also obtained a default judgment against OGLESBY for \$10,350.00 in A-21-843474-C, this judgment includes a permanent injunction and attorney's fees;
- F. On August 26, 2022, the Court in A-21-843474-C held OGLESBY in contempt for violating that permanent injunction and failure to appear at a debtor's examination and the Court imposed a fine of \$100.00 per day, until OGLESBY contact CC and agreed to follow the Court's orders;
- G. The Parties desire and intend to fully settle and release any and all claims, rights and demands they may now possess or hereafter acquire against each other with respect to, arising out of or related to any of the code enforcement cases, including CE21-03357 and the civil suit in A-21-843474 in accordance with the terms and conditions set forth in this AGREEMENT.

- H. Without admitting any fault, wrongdoing or liability, and solely for the purpose of avoiding the delay, expense, and uncertainty of potentially protracted litigation, all parties wish to compromise and mutually resolve all disputes, claims, and potential claims among them as set forth in this AGREEMENT.

THEREFORE, based on the foregoing Recitals, and in consideration of the mutual promises set forth below, the sufficiency of which is hereby acknowledged, all parties agree to be legally bound as follows.

AGREEMENT

1. **Recitals.** The foregoing recitals are incorporated herein, as if set forth in full.
2. **Settlement Terms and Personal Covenant.**

a. Within thirty (365) days from the Effective Date, OGLESBY shall make payments to CC in the amount of Two Thousand Five Hundred Dollars (**\$2,500.00** – the “Settlement Payments”). The Settlement Payments shall be in the form of check which shall be made payable to “CLARK COUNTY TREASURER” and delivered to the Public Response Office at 4701 W. Russell Road, Las Vegas, Nevada 89118. The Settlement Payments may be made in installments but must be at least \$100.00 per month until the total is paid.

b. Contemporaneous with OGLESBY’s Settlement Payment, OGLESBY further covenants and agrees to not engage in any automobile repair activity, as such is defined and prohibited in the Clark County Code, which includes the repair of vehicles in the driveway and the repair of vehicles not owned by OGLESBY, in the unincorporated Clark County area for so long as it is a violation of the Clark County Code; or so long as OGLESBY does not hold a valid Clark County license that his activities at the property (the “Personal Covenant”);

c. In exchange for the Settlement Payment and OGLESBY’s Personal Covenant, CC shall within ten (10) business days release the administrative citations, civil penalties, service fees and liens recorded in Cases # CE21-03357, and CC shall waive the \$10,350.00 monetary portion of the Default Judgment obtained in A-21-843474-C.

d. At any time after the Effective Date, if OGLESBY shall violate this Settlement Agreement, including by repairing vehicles at the Property or failing to make the Settlement Payment, Clark County shall have the right to record a lien on the Property for up to \$10,350.00 and assess new civil penalties or administrative citation in accordance with the Clark County Code, in addition, CC shall have the right to seek enforcement of this Agreement in the District Court by filing a motion to enforce settlement in A-21-843474-C.

e. The Default Judgment, Permanent Injunction and Order of Contempt in A-21-843474-C shall remain effective and OGLESBY shall waive any right to appeal or challenge those orders of the Court, OGLESBY complied with the Order of Contempt upon receiving notice of the order and shall not have any additional contempt fees due to the Court.

3. **Releases.** Limited solely to the civil penalties, administrative citations, service fees and liens, that pertain to Clark County Code Enforcement Cases # CE21-03357 and

civil action in A-21-843474-C and concurrent with the Settlement Payment and Personal Covenant, the Parties (and each of their respective assigns, partnerships, business entities, affiliates, agents, directors, officers, shareholders, subcontractors, suppliers, agents, employees, representatives, partners, members, owners, predecessors, and successors, and each of them, as well as their lenders, insurance carriers and surety carriers), shall have fully released, waived and discharged the other Parties, and each of them, for, from and against any and all claims, actions, causes of action, demands, rights, agreements, promises, warranties, guarantees, liabilities, losses, damages, costs and expenses, of every nature and character, description and amount, known or unknown, without limitation or exception, whether based on theories of contract, breach of contract, breach of the covenant of good faith and fair dealing, tort, violation of statute or ordinance, fraud, conversion, or any other theory of liability or declaration of rights whatsoever, arising from or in any way related to Clark County Code Enforcement Case # CE21-03357 or A-21-843474-C (collectively, the "Claims"). Notwithstanding the foregoing, the Parties expressly reserve and do not waive any Claims arising out of or relating to a breach of this Settlement Agreement which Claims shall survive this Settlement Agreement.

The Parties acknowledge that they may hereafter discover claims or facts now unknown or unsuspected from those which they now know or believe to be true with respect to the Release of Claims as contained in this Settlement Agreement. Nevertheless, by way of this Settlement Agreement and except as otherwise provided herein, (i) the Parties intend to fully, finally, and forever waive, discharge and release any and all such Claims even those that may be unknown as of the Effective Date of this Settlement Agreement, and (ii) the Releases contained in this Settlement Agreement shall remain in full force and effect as a complete release of any and all such Claims notwithstanding the discovery or existence of any such additional or different claims or facts before or after the Effective Date of this Settlement Agreement.

4. **No Admission of Liability.** This Settlement Agreement is intended as a compromise of disputed claims. This Settlement Agreement and compliance with its terms shall not be construed as an admission of any liability, misconduct, or wrongdoing whatsoever, or of any violation of any order, law, statute, duty, or contract whatsoever as to any of the Parties to this Settlement Agreement.

5. **Entire Agreement.** This Settlement Agreement sets forth the entire understanding between the Parties in connection with the subject matter discussed herein, and may not be modified except by an instrument in writing signed by all Parties.

6. **Construction.** This Settlement Agreement has been jointly prepared by all Parties hereto. The Parties and their respective advisors believe that this Settlement Agreement is the product of all of their efforts, that it expresses their agreement and that it should not be interpreted in favor or against any Party.

7. **Attorney Representation.** In negotiation, preparation and execution of this Settlement Agreement, the Parties hereby acknowledge that each Party has been represented by counsel, that each Party has had an opportunity to consult with an attorney of its own choosing prior to the execution of this Settlement Agreement, and has been advised that it is in its best interests to do so. The Parties have read this Settlement Agreement in its entirety and fully understand the terms and provisions contained herein.

8. **Governing Law.** This Settlement Agreement is intended to be performed in the State of Nevada, and the laws of Nevada shall govern its interpretation and effect. The Parties hereto consent to the exclusive jurisdiction of any State court located in the County of Clark, State of Nevada, for any action commenced hereunder.

9. **Severability.** If any term or provision of this Settlement Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Settlement Agreement will not be affected thereby, and each remaining term and provision of this Settlement Agreement will be valid and be enforced to the fullest extent permitted by law.

10. **Counterparts; Electronic Signatures.** This Settlement Agreement may be executed in one or more counterparts, each which shall constitute one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties. The Parties agree that electronic signatures will be treated in all manner and respects as a binding and original document, and the signature of any Party shall be considered for these purposes as an original signature.

11. **Successors and Assigns.** This Settlement Agreement is binding upon and inures to the benefit of the successors, assigns, and nominees of the Parties hereto.

12. **Titles and Headings.** Titles and headings of Sections of this Settlement Agreement are for convenience of reference only and shall not affect the construction of any provisions of this Settlement Agreement.

13. **Further Documents.** Each Party agrees to perform any further acts and to execute and deliver any further documents reasonably necessary or proper to carry out the intent of this Settlement Agreement.

14. **Acknowledgment.** The Parties acknowledge and agree that they were supplied a copy of this Settlement Agreement, that they or their authorized representative has carefully read and understands the Settlement Agreement, that they have been advised as to the content of this Settlement Agreement by counsel of their own choice, and that they voluntarily accept the terms and conditions of this Settlement Agreement.

15. **Authority.** The Parties, and each of them, represent and warrant that each Party hereto holds the requisite power and authority to enter into this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the day and year first above written.

CLARK COUNTY

ANDREW KEVIN OGLESBY

By: _____
Name: _____
Its: _____

