

MUTUAL COMPROMISE, SETTLEMENT AND RELEASE AGREEMENT

This Mutual Compromise, Settlement and Release Agreement (the "Agreement") is made and entered into this 18th day of March, 2025 (the "Effective Date"), by and between EDOUARD P. KARAM, MARIE KARAM and JEAN EDWARD KARAM (the "Owners"), and CLARK COUNTY, a political subdivision of the State of Nevada (the "County") (individually referred to herein as "Party" and collectively referred to herein as the "Parties").

RECITALS

WHEREAS, the Owners are the owners of that certain parcel of real property located in Clark County at 3790 Viking Garden Circle, Las Vegas, Nevada, 89121, and known as Assessor Parcel Number 161-18-410-001 (the "Property");

WHEREAS, it was brought to the County's attention by the Owners that a traffic signal pole intended to be constructed in the County's right-of-way was partially constructed on a portion of the Property (the "Portion"), as shown in Exhibit "A";

WHEREAS, the County and the Owners have engaged in discussions regarding this matter and agree that it is in the best interest of the Parties to leave the traffic signal pole in place and compensate the Owners for the Portion (\$3,500.00);

WHEREAS, the Portion has been conveyed to the County via the Dedication in Fee document adjusting right of way boundaries, attached hereto and incorporated herein by this reference as Exhibit "A"; and

WHEREAS, the Parties desire to avoid litigation by settling any and all claims, disputes, demands, damages and causes of action, whatsoever, present and future, arising from or in any way related to the Portion (collectively, the "Claims"), and desire to release each other from any and all potential liability pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the conditions and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **The Effective Date.** The Effective Date of this Agreement is the date set forth above, which represents the date of approval by the County.
2. **Terms of Settlement.**
 - (a) Within thirty (30) days of execution of this Agreement, the County shall pay JEAN EDWARD KARAM, the Owners' designated payee, the entire sum of Three Thousand

Five Hundred and 00/100 Dollars (\$3,500.00) (the "Settlement Amount") to settle the Claims.

(b) The Parties agree that the Settlement Amount includes the fair market value of the Portion, all attorneys' fees, costs and interest and damages of any other kind related in any manner to the Claims against the County, and that the County's payment of the Settlement Amount shall be considered full and final payment and satisfaction of the Claims as against the County.

(c) The Parties understand and agree that the Dedication in Fee for the Portion, as set forth in Exhibit "A", adjusts right of way boundaries and the Portion is now owned by the County.

3. **Waiver and Release.** Upon payment of the Settlement Amount and compliance with this Agreement, the Parties for themselves and their respective entities, affiliates, subsidiaries, parents, divisions, subdivisions, successors in interest and assigns, as well as their respective officers, directors, members, managers, board members, shareholders, employees, representatives, agents and counsel, hereby waive, release, relinquish, acquit, and forever discharge one another of and from any and all claims, demands, rights, liens, damages, claims for relief actions, causes of action, and the like, of every kind and nature whatsoever, known and unknown, suspected and unsuspected, anticipated and unanticipated, past, present and future, whether arising at law, under a contract, in tort, in equity, relating to property, access, constitutional rights, or otherwise, for all injuries, economic loss, damages, losses, attorneys' fees, costs, expenses, or otherwise, including without limitation all pre-condemnation, consequential, general, special, and/or punitive damages, resulting or to result from, or in any way arising out of, related to, or in connection with this Agreement, the Settlement Amount, the Claims and any offsite improvements in connection with the Property and/or the Portion, and any and all entitlements or other legal rights specifically pertaining thereto. The Parties acknowledge that this release is intended to be a full and complete release among the Parties, with respect to the Settlement Amount, the Claims and any offsite improvements in connection with the Property and/or the Portion, and any other entitlements or other legal rights specifically pertaining thereto, pursuant to the terms stated herein. The releases given by the Parties shall also extend to and inure to the express benefit of all of the Parties' heirs, assigns, agents, the attorneys for the Parties, and the Parties' employees who are also released by this Agreement.

4. **Good Faith Compromise.** This Agreement is the result of a good faith compromise and settlement of disputed Claims and shall not at any time, or for any purpose, be considered an admission of liability or of merit or correctness of any claim advanced by any party, or of liability or responsibility of the Parties.

5. **Miscellaneous.**

(a) This Agreement supersedes all previous oral agreements between the Parties, contains the whole of the agreement between the Parties, and may not be modified except in a writing executed by the Parties.

(b) The Parties acknowledge, warrant and represent that in executing this Agreement they are not relying upon any representations other than those expressly set forth herein and further acknowledge they are not acting under any duress, coercion, menace or undue influence from any person or entity, not affected by and disability, illness, incapacity or incompetency of any kind, nature or description.

(c) The Parties acknowledge that they have had the opportunity to consult with legal counsel regarding this settlement and the execution of this Agreement.

(d) Each of the Parties signing below expressly represents that they have full and complete authority to bind the entity on whose behalf they are signing this Agreement.

(e) In the event any part of this Agreement is found to be invalid, unenforceable, or non-binding, the remaining portions shall remain in full force and effect.

(f) The Parties represent and warrant, one to the other, that they have not assigned or transferred any interest in any claim of any kind or nature in any way affiliated with the Claim.

(g) This Agreement shall be construed in accordance with the laws of the State of Nevada, with each provision given its fair meaning without regard to which party drafted or suggested it. If any sentence, paragraph, or section is held illegal, null or void, or against public policy, then the remaining sentences, paragraphs and section shall remain in full force and effect and not be affected thereby.

(h) Each of the Parties shall pay and be responsible for any attorneys' fees or costs incurred by such Party arising from or relating to the disputes among the Parties which have been compromised and settled in accordance with this Agreement.

(i) Each Party shall be responsible for all costs and expenses, including reasonable attorney fees, in the event that either Party institutes any proceedings to enforce the terms and conditions of this Agreement.

(j) No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party or parties making the waiver.

(k) This Agreement may be executed in counterparts and when so signed the executed counterparts shall cumulatively constitute a whole and complete Agreement among the Parties.

(l) The recitals set forth above shall be incorporated into this Agreement as set forth in full.

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

CLARK COUNTY, NEVADA

OWNERS


Jessica Colvin
Chief Financial Officer


Jean Edward Karam,
Power of Attorney for
Edouard P. Karam

APPROVED AS TO FORM:



Jason B. Patchett
Deputy District Attorney


Jean Edward Karam,
Power of Attorney for
Marie Karam


Jean Edward Karam

APPROVED AS TO FORM:



Joseph E. Dagher, Esq.
Attorney for Owners

Exhibit "A"
(Dedication in Fee)

APN: 161-18-410-001

WHEN RECORDED, MAIL TAX
STATEMENTS AND RETURN TO:
Clark County Department of Public Works
Attention: CCPW Survey Division
500 S Grand Central Parkway, Suite 2017
Las Vegas, NV 89155

DEDICATION IN FEE

THIS INDENTURE WITNESSETH: That **EDOUARD P. KARAM, MARIE KARAM AND JEAN EDWARD KARAM, GRANTOR(S)**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged do(es) hereby Convey and **DEDICATE IN FEE**, to the **COUNTY OF CLARK**, a political subdivision of the State of Nevada, its successors and assigns, **GRANTEE**, all that real property for roadway purposes, situated in the County of Clark, State of Nevada, bounded and described as follows:

VIKING ROAD AND SANDHILL ROAD

More fully described in Exhibits "A" and "B" attached hereto and made a part hereof by reference.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging and in any way appertaining.

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EXHIBIT "A"

Legal Description for
APN 161-18-410-001

Page 1 of 2

A portion of Lot 1 as shown in that certain Plat of Viking Gardens, recorded in Book 30, Page 79 of Plats, on file in the Official Records of the Clark County Recorder, Clark County, Nevada, lying in the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 18, Township 21 South, Range 62 East, M.D.M., Clark County, Nevada, more particularly described as follows:

COMMENCING at the northeast corner of said Southeast Quarter (SE 1/4);

Thence South 0°16'13" West, along the east line of said Southeast Quarter (SE 1/4), a distance of 48.21 feet;

Thence North 89°43'47" West, departing said east line, 40.09 feet to a point on the easterly line of said Lot 1, also being the **POINT OF BEGINNING**;

Thence North 46°36'03" West, departing said easterly line, a distance of 26.44 feet to a point on the northerly line of said Lot 1 and the beginning of a non-tangent curve, concave southwesterly and having a radius of 20.00 feet;

A radial line to said point bears North 2°00'55" East;

Thence easterly along said north line and said curve, through a central angle of 82°46'03", an arc length of 28.89 feet to the **POINT OF BEGINNING**.

BASIS OF BEARINGS

North 0°16'13" East, being the bearing of the east line of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 18, Township 21 South, Range 62 East, M.D.M., Clark County, Nevada, as shown in File 104, Page 52 of Surveys, on file in the Official Records of the Clark County Recorder, Clark County, Nevada.

This description was prepared from documents of record and the results of a field survey. See **EXHIBIT "B"** attached hereto, and by this reference made a part hereof.



Dustin L. Crowther, P.L.S.
Nevada Certificate No. 19869
Clark County Surveyor

Clark County Public Works 500 S. Grand Central Pkwy, Las Vegas, NV 89155

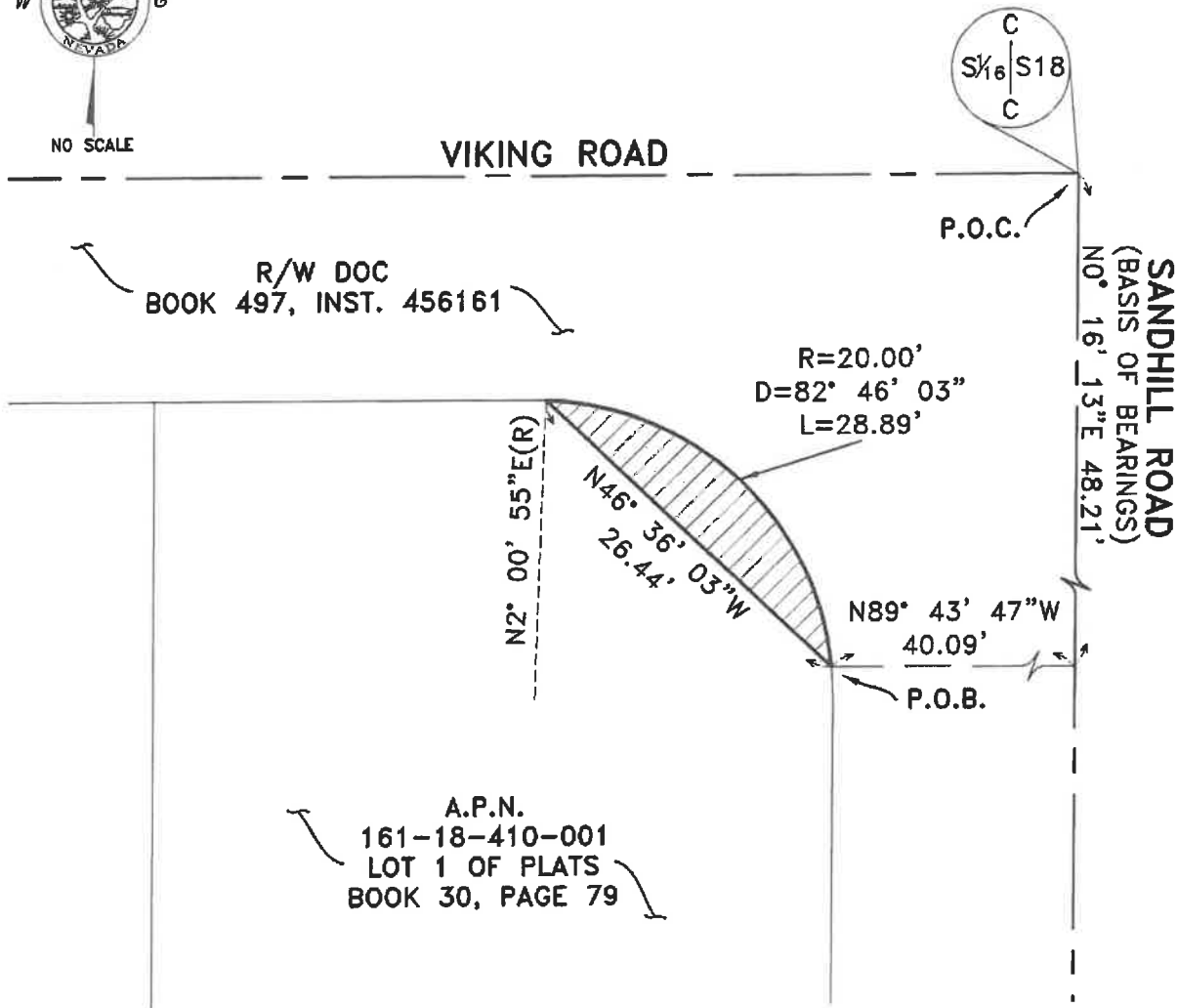
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EXHIBIT "B"

CLARK COUNTY PUBLIC WORKS
SURVEY DIVISION



NO SCALE



A.P.N.
161-18-410-001
LOT 1 OF PLATS
BOOK 30, PAGE 79

NOTE: AREA SHOWN IS DERIVED FROM DOCUMENTS OF RECORD AND THE RESULTS OF A FIELD SURVEY.

DESCRIBED AREA

OWNER:	<u>KARAM EDOUARD P & MARIE AND KARAM JEAN EDWARD</u>
PARCEL NUMBER:	<u>161-18-410-001</u>
SECTION, TOWNSHIP, RANGE:	<u>SECTION 18 TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M.</u>
TOTAL AREA:	<u>90 SQFT MORE OR LESS</u>
REFERENCES:	<u>FILE 104 PAGE 52 OF SURVEYS</u>