

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This SETTLEMENT AGREEMENT AND MUTUAL RELEASE (this “Agreement”) is entered into as of April 9, 2026 (the “Effective Date”) by and between CLARK COUNTY, a political subdivision in the State of Nevada and the Chief of Code Enforcement of Clark County, a political subdivision in the State of Nevada (collectively referred to as “CC”), and James Yamas, Lynn Yamas, Gregory Yamas, and the Yamas Family Trust, dated March 17, 2000 (“YAMAS”), property owner of 3160 Belcastro Street, Las Vegas, Nevada, to memorialize a compromise by the Chief of Code Enforcement as to past due administrative citations issued to YAMAS by CC. YAMAS and CC are individually referred to in this Agreement as a “Party” and collectively as the “Parties.”

RECITALS

- A. YAMAS is the owner of 3160 Belcastro Street, Las Vegas, Nevada, more particularly described as APN 163-10-802-005 (the “Property”);
- B. CC assessed administrative citations and service fees against the Property (totaling \$67,475.00) in connection with a Clark County Code Enforcement Case CE21-22668 (unlicensed short-term rental) and YAMAS currently owes CC \$59,950.79 in unpaid administrative citations (the “Administrative Citations”);
- C. YAMAS attempted to make four payments to the Clark County Treasurer toward the property taxes on APN 163-10-802-005, but those payments went toward the unpaid Administrative Citations in the amount of \$2,009.44, \$2,006.56, \$2,006.56, and \$2,006.56, thus according to the Treasurer’s website YAMAS owes \$8,026.22 in property taxes, \$59,950.79 in unpaid Administrative Citations, \$2.58 for the Las Vegas Artesian Basin and \$14,393.67 for property tax penalties which were imposed for late tax payments. Of this \$14,393.67, most of the late fees are for the unpaid Administrative Citations. 50% of the original Administrative Citations amount is \$33,737.50, minus the previous four payments that have already gone to the Administrative Citations and not the taxes, the amount to be paid is in total: \$25,708.38.
- D. YAMAS desires and intends to fully settle and release any and all claims, rights and demands they may now possess or hereafter acquire against CC with respect to, arising out of or related to the Administrative Citations in accordance with the terms and conditions 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:

AGREEMENT

1. **Recitals.** The foregoing recitals are incorporated herein, as if set forth in full.
2. **Agreement Terms.**
 - a. Within seven (7) days after written notice of approval of this Agreement by the Clark County Board of County Commissioners, YAMAS shall make a payment to CC in the amount of Twenty-Five Thousand Seven Hundred and Eight Dollars and Thirty-Eight Cents (**\$25,708.38**) (the "Settlement Payment"). The Payment shall be in the form of wire transfer or by 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. Specifically, after application of prior payments and a negotiated reduction, the agreed settlement amount is \$25,708.38;
 - b. In exchange for the Settlement Payment, CC shall, within ten (10) business days of receipt of the Settlement Payment, (i) fully release, satisfy, and forgive all Administrative Citations, together with any and all associated liens, fines, penalties, interest, and any related or resulting property tax penalties; and (ii) remove all such amounts from the tax roll so that only the underlying property taxes, unrelated property tax penalties, and any applicable Las Vegas Artesian Basin fees remain due. CC shall further ensure that any and all liens, special assessments, or other encumbrances arising from the Administrative Citations are fully released and removed, including, but not limited to, by the Treasurer's Office and by CC. CC shall provide written confirmation to YAMAS of the foregoing and shall prepare and record any documents reasonably necessary to evidence such release, including the release or reconveyance of any recorded liens, and shall provide YAMAS with conformed copies of all recorded documents. YAMAS agrees to waive the right to administratively appeal and seek judicial review of the Administrative Citations resolved under this Agreement, which waiver shall apply solely to the Administrative Citations resolved herein and shall not apply to any future enforcement actions or any alleged breach of this Agreement.
3. **Releases.** Limited solely to the Administrative Citations and concurrent with the Settlement Payment, 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 the Administrative Citations and the related Clark County Code Enforcement Case and resulting litigation (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. This release shall not preclude Yamas from asserting claims related to

future or unrelated enforcement matters, property rights, or County conduct occurring after the Effective Date.

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 the Administrative Citations as contained in this Agreement. Nevertheless, by way of this Agreement and except as otherwise provided herein, (i) YAMAS and CC intends 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 Agreement, and (ii) the Releases contained in this 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 Agreement.

4. **No Admission of Liability.** This Agreement is intended as a compromise of disputed claims. This 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 Agreement.

5. **Entire Agreement.** This 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 Agreement has been jointly prepared by all Parties hereto. The Parties and their respective advisors believe that this 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 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 Agreement, and has been advised that it is in its best interests to do so. The Parties have read this Agreement in its entirety and fully understand the terms and provisions contained herein.

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

10. **Counterparts; Electronic Signatures.** This 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 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 Agreement are for convenience of reference only and shall not affect the construction of any provisions of this 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 Agreement.

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

16. **Attorney's Fees and costs.** The Parties agree to bear their own attorney's fees and costs. In any action to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

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

CLARK COUNTY

By: _____

Name: _____

Its: _____

JAMES YAMAS

By: James C. Yamas
James C. Yamas (Apr 10, 2026 07:23:34 PDT)

Name: **James C. Yamas**

Its: _____

LYNN YAMAS

By: _____

Name: _____

Its: _____

GREGORY YAMAS

By: _____

Name: _____

Its: _____

YAMAS FAMILY TRUST

By: James C. Yamas
James C. Yamas (Apr 10, 2026 07:23:34 PDT)

Name: **James C. Yamas**

Its: **Trustee**

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

CLARK COUNTY

JAMES YAMAS

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

LYNN YAMAS

By: *Lynn yamas*
lynn yamas (Apr 10, 2026 08:38:04 PDT)

Name: **Lynn Yamas**

Its: _____

GREGORY YAMAS

By: _____

Name: _____

Its: _____

YAMAS FAMILY TRUST

By: *Lynn yamas*
lynn yamas (Apr 10, 2026 08:38:04 PDT)

Name: **Lynn Yamas**

Its: **Trustee**

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

CLARK COUNTY

By: _____

Name: _____

Its: _____

JAMES YAMAS

By: _____

Name: _____

Its: _____

LYNN YAMAS

By: _____

Name: _____

Its: _____

GREGORY YAMAS

By: 

Gregory Yamas (Apr 10, 2026 08:33:42 PDT)

Name: **Gregory Yamas**

Its: _____

YAMAS FAMILY TRUST

By: _____

Name: _____

Its: _____