

SAO

AMY L. SUGDEN, ESO.

Amy L. Sugden, Bar No. 9983
9728 South Gillespie Street
Las Vegas, Nevada 89183
Telephone: (702) 625-3605
Facsimile: (702) 507-9011

*Attorney for Defendant
Western Aluminum Rolling Mills, Inc.*

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

* * * * *

COUNTY OF CLARK, a political subdivision of)
the State of Nevada,)
Plaintiff) CASE NO.: A-16-740636-C
vs.) DEPT. NO.: I
JACK T. BELCHER, deceased; FAREEZA H.)
BELCHER; KAREN STRATTON; JON)
BELCHERE; JILL ROLAND; LYNDA SUSAN)
BELCHERE; WESTERN ALUMINUM)
ROLLING MILLS, INC., a California)
Corporation; LEVEL 3 COMMUNICATION,)
LLC, a Delaware Corporation; STATE)
DEPARTMENT OF TAXATION; and all other)
persons unknown claiming any right, title estate,)
lien or interest in the real property described in)
the Complaint, and KINDER MORGAN G.P.,)
INC., a Delaware Corporation,)
Defendants.)

**STIPULATION AND ORDER FOR SETTLEMENT, ENTRY OF JUDGMENT,
ENTRY OF FINAL ORDER OF CONDEMNATION, AND RELEASE OF ALL CLAIMS**

Plaintiff COUNTY OF CLARK (“Clark County” or “County”), by and through its counsel of record, Laura C. Rehfeldt, Deputy District Attorney, and Defendant WESTERN ALUMINUM

1 ROLLING MILLS, INC. (“WARM”), by and through its attorney of record Amy L. Sugden, Esq.,
2 hereby enter into this Stipulation and Order for Settlement, Entry of Judgment, Entry of Final
3 Order of Condemnation, and Release of All Claims (“Stipulation for Settlement”) by stipulating
4 and agreeing as follows:

5 1. On or about July 26, 2016, the County filed its Verified Complaint in Eminent
6 Domain (“Complaint”), seeking to condemn a portion of the property recognized by the Clark
7 County Recorder’s Office as Assessor’s Parcel Numbers 162-20-202-017, as described in the
8 Final Order of Condemnation attached hereto as Exhibit “2” (the “Subject Property”).
9 Specifically, the County’s Complaint identified the need to acquire a permanent easement of
10 1,509 square feet; a permanent aerial easement of 14,204 square feet and a temporary
11 construction easement of 20,450 square feet for a period of three years (the “Acquisition Area”)
12 for the Harmon Avenue / Union Pacific Railroad Grade Separation Project and improvements
13 related thereto.

14 2. On or about April 17, 2017, in connection with the County’s right to immediate
15 occupancy of the Subject Property, it deposited the amount of \$55,000.00 (Fifty-Five Thousand
16 and 00/100 Dollars) (the “Deposit”) with the Clerk of Court for the Eighth Judicial District Court,
17 Clark County, Nevada (the “Clerk of Court”).

18 3. Pursuant to the Order Granting County of Clark’s Motion for Occupancy filed
19 March 22, 2017, the County’s acquisition is for a public use and is necessary for that public use.

20 4. On or about March 29, 2017, a default was entered against Defendant LYNDA
21 SUSAN BELCHERE for failing to have appeared and/or otherwise answered after being duly
22 served with the Summons and Complaint.

5. On or about December 21, 2017, Defendants, FAREEZA H. BELCHER, KAREN STRATTON, JON BELCHERE, and JILL ROLAND (collectively “Remaining Belchers”) stipulated with WARM, among other things, to disclaim any interest in the just compensation due and owing in this case. WARM and the Belchers further agreed for the Belchers to withdraw \$15,000.00 (Fifteen Thousand and 00/100 Dollars) from the Deposit pursuant to a Joint Motion to Withdraw and Distribute Funds. On or about April 17, 2018, an Order Granting Joint Motion to Withdraw and Distribute Funds in the amount of \$15,000.00 (Fifteen Thousand and 00/100 Dollars) was entered. Therefore, \$40,000.00 (Forty Thousand and 00/100 Dollars) remains on deposit.

6. On or January 31, 2018, the County filed its Amended Verified Complaint in Eminent Domain. The Acquisition Area remained unchanged in the Amended Verified Complaint in Eminent Domain.

7. The following entities and individuals named in the action no longer have an ownership interest in and to the Subject Property:

- a. Level 3 Communications, LLC filed its Disclaimer of Interest on September 14, 2016.
- b. State Department of Taxation filed its Disclaimer of Interest on October 5, 2016.
- c. CalNev Pipe Line, LLC filed its Agreement between Clark County and CalNev Pipe Line, LLC regarding CalNev Pipe Line/Kinder Morgan's Disclaimer of Interest on January 31, 2018.

8. All parties, including persons unknown, were served with summons and Complaint by publication which was completed on September 9, 2016. No such unknown person

appeared. Judgment by default is hereby entered against said Defendants, by which they take nothing in the above-entitled matter.

9. Clark County and WARM, as the only remaining Defendant who has not disclaimed and/or otherwise resolved its interest in this litigation, intend to resolve all issues between them related to this action, including without limitation the allegations in the Amended Verified Complaint via this Stipulation for Settlement.

CLARK COUNTY AND WARM STIPULATE THAT:

10. WARM owns the Subject Property at issue in this case. The parties have settled their differences based on the County's purchasing the entirety of the Subject Property, comprising of 2.21 acres, and other terms and conditions, as further set out below. The County may use the Subject Property for any purpose allowed by law.

11. The County, will pay a total of \$180,000.00 (One Hundred Eighty Thousand and 00/100 Dollars), and no more, as full and complete just compensation for the acquisition of the Subject Property and any and all property rights. Said payment constitutes all compensation for the Subject Property and any and all other compensation related to this lawsuit including interest, costs, court fees, attorneys' fees, pre-condemnation damages, inverse condemnation damages, severance damages, business losses and/or any other liability of whatever nature arising from the acquisition of the Subject Property.

12. Clark County, already having \$40,000.00 (Forty Thousand and 00/100 Dollars) on deposit with the Clerk of the Court, will deposit an additional \$140,000.00 (One Hundred Forty Thousand and 00/100 Dollars), and no more, with the Clerk of the Court. In no event shall Clark County's liability hereunder exceed the \$180,000.00 (One Hundred Eighty Thousand and 00/100 Dollars) total set forth herein.

1 13. WARM agrees to settle the case for the amount stated above and the other terms
2 and conditions set forth herein, on behalf of itself, its heirs, executors, administrators, successors,
3 grantees, assigns, family members, employees, trusts, companies, partnerships, corporations,
4 limited liability companies, directors, officers, partners, trustees, beneficiaries, and associates of
5 whatever nature, whether persons or entities, and does hereby unconditionally release and
6 forever discharge Clark County, and each and all of its commissioners, agents, contractors,
7 officials, officers, trustees, beneficiaries, members, managers, directors, agents, attorneys,
8 employees and associates of any nature from any and all claims, demands, interest, costs,
9 expenses, court fees, attorney fees, pre-condemnation damages, severance damages, inverse
10 condemnation damages, business losses and rights to compensation whatsoever, which they now
11 have or which may hereafter accrue on account of or relates to Clark County's acquisition of the
12 Subject Property, the conduct of this lawsuit, and the County's planning and construction of its
13 road improvement project in whatever manner or design the County decides to use, and/or the
14 matters alleged, or which could have been alleged, in the pleadings of this case, including but
15 not limited to, the counterclaims.
16

17 14. Said property is to be conveyed to the County is also described in the Judgment of
18 Condemnation and Final Order of Condemnation, attached as Exhibits "1" and "2" hereto.
19

20 15. The above-mentioned sum is accepted as full payment for all loss, expense,
21 damages, or compensation arising out of the acquisition of Subject Property and the matters
22 alleged in this lawsuit, and is accepted for all forms of damage; past, present, or future; both
23 anticipated and unanticipated, and due to causes both known and unknown related to the Subject
24 Property. In the event of any future damage, such damage is expressly deemed to have been
25 compensated for by the payment of this above-mentioned sum. In no event shall the County's
26
27
28

1 liability exceed the \$180,000.00 (One Hundred Eighty Thousand and 00/100 Dollars) total set
2 forth herein.

3 16. The parties hereto further declare and represent that this Stipulation for Settlement
4 is the entire, sole complete and only understanding and agreement of, by and between WARM
5 and Clark County, and that no promise, inducement, agreement, or representation not herein
6 contained and expressed has been made in order to secure this release, and that the sole
7 consideration for this release is the payment of the sum mentioned above.

8 17. WARM acknowledges that neither payment of the above-mentioned sum, nor the
9 acceptance of the release, does or shall constitute in any manner whatsoever any admission of
10 the land value of the Subject Property, or admission of fault, negligence, or liability on the part
11 of Clark County, or any of the persons or entities released hereby, in any respect, but is instead
12 a compromised settlement of this lawsuit. The parties further acknowledges that above-
13 mentioned sum paid by Clark County to WARM is not admissible for any purpose, litigation or
14 otherwise, as proof of value of the Subject Property, or in support of any other claim.

15 18. WARM waives any right, including statutory and constitutional, including, but not
16 limited to the rights pursuant to Article 1, Section 22 of the Nevada Constitution, NRS Chapter
17 244, or pursuant to any other statute, rule, or law, to repurchase the Subject Property upon
18 repayment of the purchase price; and further waives any right to notice of the County's use or
19 sale of the same, and any right to object to such use or sale.

20 19. After the County deposits said \$140,000.00 (One Hundred Forty Thousand and
21 00/100 Dollars) with the Clerk of the Court, said Clerk shall issue a check in that amount plus
22 any interest on deposit to WARM's counsel, SUGDEN LAW, c/o Amy Sugden, Esq., made
23 payable as follows: "ACE LEGAL CORP DBA SUGDEN LAW NV IOLTA ACCOUNT".

1 20. Upon the County's deposit of said additional \$140,000.00 (One Hundred Forty
2 Thousand and 00/100 Dollars) with the Clerk of the Court, the County is entitled to entry of
3 judgment in its favor, and final order of condemnation conveying the Subject Property to the
4 County for any use allowed by law.

5 21. This Stipulation for Settlement shall survive the filing and entry of the Judgment
6 and the Final Order of Condemnation and shall survive the recording of the Final Order of
7 Condemnation.

9 22. If any provision of this Stipulation for Settlement is found by a court to be
10 unenforceable, the remaining provisions will survive and be enforceable.

11 23. The undersigned counsel for WARM represents it has the authority to execute this
12 Stipulation for Settlement on behalf of WARM and all related persons and entities listed in
13 paragraph 12.

15 24. The pleadings shall be deemed amended to conform with the terms agreed to by
16 the parties in this Stipulation for Settlement.

18 DATED this _____ day of January, 2022.

19 STEVEN WOLFSON
20 DISTRICT ATTORNEY

SUGDEN LAW

21 By: _____
22 LAURA C. REHFELDT, ESQ.
23 Nevada Bar No. 5101
24 500 South Grand Central Parkway
25 5th Floor
26 P.O. Box 552215
27 Laura.Rehfeldt@clarkcountyda.com

26 *Attorneys for Plaintiff County of
27 Clark*

21 By: _____ /s/ Amy L. Sugden
22 AMY L. SUGDEN, ESQ.
23 Nevada Bar No. 9983
24 9728 South Gilespie Street
25 Las Vegas, NV 89183
26 amy@sugdenlaw.com

26 *Attorney for Defendant Western
27 Aluminum Rolling Mills, Inc.*

ORDER

IT IS HEREBY ORDERED that the STIPULATION AND ORDER FOR SETTLEMENT,
ENTRY OF JUDGMENT, ENTRY OF FINAL ORDER OF CONDEMNATION, AND
RELEASE OF ALL CLAIMS is APPROVED and GRANTED.

IT IS SO ORDERED this _____ day of January, 2022.

JUDGE BITA YEAGER