

1 **SAO**

2 **AMY L. SUGDEN, ESQ.**

3 Amy L. Sugden, Bar No. 9983

4 9728 South Gillespie Street

5 Las Vegas, Nevada 89183

6 Telephone: (702) 625-3605

7 Facsimile: (702) 507-9011

8 *Attorney for Defendant*

9 *Western Aluminum Rolling Mills, Inc.*

10 EIGHTH JUDICIAL DISTRICT COURT

11 CLARK COUNTY, NEVADA

12 \*\*\*\*\*

13 COUNTY OF CLARK, a political subdivision of)  
14 the State of Nevada, )

15 Plaintiff )

16 vs. )

17 JACK T. BELCHER, deceased; FAREEZA H. )  
18 BELCHER; KAREN STRATTON; JON )  
19 BELCHERE; JILL ROLAND; LYNDIA SUSAN )  
20 BELCHERE; WESTERN ALUMINUM )  
21 ROLLING MILLS, INC., a California )  
22 Corporation; LEVEL 3 COMMUNICATION, )  
23 LLC, a Delaware Corporation; STATE )  
24 DEPARTMENT OF TAXATION; and all other )  
25 persons unknown claiming any right, title estate, )  
26 lien or interest in the real property described in )  
27 the Complaint, and KINDER MORGAN G.P., )  
28 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

15           2.       On or about April 17, 2017, in connection with the County's right to immediate  
16 occupancy of the Subject Property, it deposited the amount of \$55,000.00 (Fifty-Five Thousand  
17 and 00/100 Dollars) (the "Deposit") with the Clerk of Court for the Eighth Judicial District Court,  
18 Clark County, Nevada (the "Clerk of Court").  
19

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

23           4.       On or about March 29, 2017, a default was entered against Defendant LYND  
24 SUSAN BELCHERE for failing to have appeared and/or otherwise answered after being duly  
25 served with the Summons and Complaint.  
26  
27  
28

1           5.       On or about December 21, 2017, Defendants, FAREEZA H. BELCHER, KAREN  
2 STRATTON, JON BELCHERE, and JILL ROLAND (collectively “Remaining Belchers”)  
3 stipulated with WARM, among other things, to disclaim any interest in the just compensation  
4 due and owing in this case. WARM and the Belchers further agreed for the Belchers to withdraw  
5 \$15,000.00 (Fifteen Thousand and 00/100 Dollars) from the Deposit pursuant to a Joint Motion  
6 to Withdraw and Distribute Funds. On or about April 17, 2018, an Order Granting Joint Motion  
7 to Withdraw and Distribute Funds in the amount of \$15,000.00 (Fifteen Thousand and 00/100  
8 Dollars) was entered. Therefore, \$40,000.00 (Forty Thousand and 00/100 Dollars) remains on  
9 deposit.  
10

11           6.       On or January 31, 2018, the County filed its Amended Verified Complaint in  
12 Eminent Domain. The Acquisition Area remained unchanged in the Amended Verified  
13 Complaint in Eminent Domain.  
14

15           7.       The following entities and individuals named in the action no longer have an  
16 ownership interest in and to the Subject Property:  
17

18                   a. Level 3 Communications, LLC filed its Disclaimer of Interest on  
19                   September 14, 2016.

20                   b. State Department of Taxation filed its Disclaimer of Interest on October 5,  
21                   2016.

22                   c. CalNev Pipe Line, LLC filed its Agreement between Clark County and  
23                   CalNev Pipe Line, LLC regarding CalNev Pipe Line/Kinder Morgan’s  
24                   Disclaimer of Interest on January 31, 2018.  
25

26           8.       All parties, including persons unknown, were served with summons and  
27 Complaint by publication which was completed on September 9, 2016. No such unknown person  
28

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

3 9. Clark County and WARM, as the only remaining Defendant who has not  
4 disclaimed and/or otherwise resolved its interest in this litigation, intend to resolve all issues  
5 between them related to this action, including without limitation the allegations in the Amended  
6 Verified Complaint via this Stipulation for Settlement.  
7

8 **CLARK COUNTY AND WARM STIPULATE THAT:**

9 10. WARM owns the Subject Property at issue in this case. The parties have settled  
10 their differences based on the County's purchasing the entirety of the Subject Property,  
11 comprising of 2.21 acres, and other terms and conditions, as further set out below. The County  
12 may use the Subject Property for any purpose allowed by law.  
13

14 11. The County, will pay a total of \$180,000.00 (One Hundred Eighty Thousand and  
15 00/100 Dollars), and no more, as full and complete just compensation for the acquisition of the  
16 Subject Property and any and all property rights. Said payment constitutes all compensation for  
17 the Subject Property and any and all other compensation related to this lawsuit including interest,  
18 costs, court fees, attorneys' fees, pre-condemnation damages, inverse condemnation damages,  
19 severance damages, business losses and/or any other liability of whatever nature arising from  
20 the acquisition of the Subject Property.  
21

22 12. Clark County, already having \$40,000.00 (Forty Thousand and 00/100 Dollars) on  
23 deposit with the Clerk of the Court, will deposit an additional \$140,000.00 (One Hundred Forty  
24 Thousand and 00/100 Dollars), and no more, with the Clerk of the Court. In no event shall Clark  
25 County's liability hereunder exceed the \$180,000.00 (One Hundred Eighty Thousand and 00/100  
26 Dollars) total set forth herein.  
27  
28

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  
18

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

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

9 17. WARM acknowledges that neither payment of the above-mentioned sum, nor the  
10 acceptance of the release, does or shall constitute in any manner whatsoever any admission of  
11 the land value of the Subject Property, or admission of fault, negligence, or liability on the part  
12 of Clark County, or any of the persons or entities released hereby, in any respect, but is instead  
13 a compromised settlement of this lawsuit. The parties further acknowledges that above-  
14 mentioned sum paid by Clark County to WARM is not admissible for any purpose, litigation or  
15 otherwise, as proof of value of the Subject Property, or in support of any other claim.  
16  
17

18 18. WARM waives any right, including statutory and constitutional, including, but not  
19 limited to the rights pursuant to Article 1, Section 22 of the Nevada Constitution, NRS Chapter  
20 244, or pursuant to any other statute, rule, or law, to repurchase the Subject Property upon  
21 repayment of the purchase price; and further waives any right to notice of the County's use or  
22 sale of the same, and any right to object to such use or sale.  
23

24 19. After the County deposits said \$140,000.00 (One Hundred Forty Thousand and  
25 00/100 Dollars) with the Clerk of the Court, said Clerk shall issue a check in that amount plus  
26 any interest on deposit to WARM's counsel, SUGDEN LAW, c/o Amy Sugden, Esq., made  
27 payable as follows: "ACE LEGAL CORP DBA SUGDEN LAW NV IOLTA ACCOUNT".  
28

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

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

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

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

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

DATED this \_\_\_\_\_ day of January, 2022.

STEVEN WOLFSON  
DISTRICT ATTORNEY

SUGDEN LAW

By: \_\_\_\_\_  
LAURA C. REHFELDT, ESQ.  
Nevada Bar No. 5101  
500 South Grand Central Parkway  
5<sup>th</sup> Floor  
P.O. Box 552215  
[Laura.Rehfeldt@clarkcountynvda.com](mailto:Laura.Rehfeldt@clarkcountynvda.com)

By: /s/ Amy L. Sugden  
AMY L. SUGDEN, ESQ.  
Nevada Bar No. 9983  
9728 South Gilespe Street  
Las Vegas, NV 89183  
[amy@sugdenlaw.com](mailto:amy@sugdenlaw.com)

*Attorneys for Plaintiff County of  
Clark*

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**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