

AGREEMENT AND RELEASE OF CLAIMS

This Agreement and Release of Claims (hereinafter "Agreement") is made and entered into by and between Bradley and Teresa Schriewer (hereinafter "the Schriewers"), Angela and Timber Roff, (hereinafter "the Roffs")(all collectively hereinafter referred to as "Property Owners"), and Washoe County, a political subdivision of the State of Nevada.

WHEREAS a parcel map improvement agreement was recorded January 18, 2007 in connection with the Property Owners' properties located on what is commonly known as Geiger Grade Road, Washoe County, Nevada.

WHEREAS certain road improvements were required in connection with the development of the area included in the parcel map.

WHEREAS a bond was obtained by Washoe County through Western Insurance Company to ensure that the road improvements were completed.

WHEREAS construction on the road improvements was started but never completed, and effectively abandoned by the developer.

WHEREAS Western Insurance Company subsequently went into liquidation proceedings.

WHEREAS on November 21, 2011 Washoe County submitted a demand on the Western Insurance Company Bond No. BDS30398 in the amount of \$210,625.80.

WHEREAS the Schriewers are the current owners of the following parcels:

Parcel No. 016-881-01, commonly known as 1992 Geiger Grade Road, Washoe County, Nevada 89521;

Parcel No. 016-881-02, commonly known as 1990 Geiger Grade Road, Washoe County, Nevada 89521; and,

Parcel No. 016-881-03, commonly known as 1994 Geiger Grade Road, Washoe County, Nevada 89521.

WHEREAS the Roffs are the current owners of Parcel No. 016-881-04, commonly known as 1996 Geiger Grade Road, Washoe County, Nevada 89521.

WHEREAS, pursuant to the Liquidator's Determination dated July 15, 2013, the Liquidator approved a payment of \$148,036.90 as payment of Washoe County claim no. 400935 arising from Western Insurance Company Bond No. BDS30398 in the total amount of \$210,625.80 relating to the project of Alfred & Rosana Halprine, DOC # 3487853.

WHEREAS in or about October 2019, Washoe County received the first disbursement of funds in the amount of \$44,411.07 in connection with that approved payment, which represents a “payment of 30% of the approved payment.”

WHEREAS the first round of disbursement funds in the amount of \$44,411.07 were conveyed to the Property Owners in September of 2020 to allow for correction of road construction deficiencies.

WHEREAS in or about October 2024, Washoe County received the second disbursement of funds in the amount of \$103,625.83 (“settlement funds”) in connection with that approved payment, which represents a payment of 70% of the approved payment for a total disbursement of 100% of the approved amount per Washoe County claim no. 400935.

WHEREAS it is acknowledged that Washoe County does not have any stake, claim or interest in the funds received arising from the Western Insurance Company Bond No. BDS30398 determination in the total amount of \$210,625.80.

WHEREAS the Property Owners and Washoe County desire to have the settlement funds received as payment on Washoe County claim no. 400935 provided and conveyed for the sole interest of the Property Owners.

NOW, THEREFORE, in consideration of the mutual covenants and promises and other good and valuable consideration set forth herein, Property Owners and County agree as follows:

1. Washoe County will take whatever action is necessary to convey and transfer the funds received as the second disbursement in the amount of \$103,625.83 on behalf of the Property Owners to allow correction of road construction deficiencies.

2. Property Owners agree that any and all funds received from the bonding company, including the settlement fund disbursement of \$103,625.83, will be used to correct construction deficiencies on the road improvements on the access road from Geiger Grade Road, Washoe County, Nevada, and make improvements, to the degree possible based on the settlement funds, which were on the parcel map plans and bonded on the bond.

3. In that respect, Property Owners have stated they have obtained a quote from Sierra Strippers & Asphalt Paving (Contractor) to perform road improvements for an estimated cost of \$110,500.00. Whereas Brad and Terresa Schriewer have agreed to accept sole responsibility to pay the Contractor the difference between the remaining settlement funds (\$103,625.83) and the construction quote (\$110,500.00), a difference of \$6,874.17, along with any other changes or additions to the work. Washoe County, upon written acceptance from the Property Owners to the County, will transfer the settlement funds in the total amount of \$103,625.83 to the Contractor for the purpose of the correction of road construction deficiencies. The transfer of said funds to the contractor by Washoe County would be done on behalf of Property Owners, not on behalf of Washoe County. In that respect, it is understood that Washoe County, in transferring the funds

directly to the contractor, is merely acting as a conduit, and in so doing does not create or take on any responsibility in connection with the correction of the road construction deficiencies.

4. Property Owners agree and acknowledge that by the transfer of the settlement funds from the bonding company, they are releasing Washoe County from any further action in connection with the construction of road improvements, aside from those actions required by law.

5. Property Owners agree to hold harmless Washoe County for any action brought against Washoe County in connection with any alleged wrongful transfer of the settlement funds or any action brought in connection with misuse of said settlement funds.

6. The parties hereto represent that they have not previously assigned any claims, demands, actions and or causes of action arising out of or in any way related to the Western Insurance Company in Liquidation bond claim funds.

7. Each party to this Agreement has participated in the preparation and drafting of this Agreement. As such, the parties acknowledge that any doctrine of law which may operate to imply any ambiguity in this Agreement against any party hereto as the profferor of the Agreement is not applicable to this Agreement. Accordingly, this Agreement shall be interpreted as if the parties jointly and equally prepared and drafted each word, sentence and paragraph hereto.

8. This Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of Nevada, as applied to contracts made and to be performed entirely within Nevada. The parties hereto consent to the exclusive jurisdiction of the Second Judicial District Court of the State of Nevada, in and for the County of Washoe for the enforcement of this Agreement.

9. This Agreement shall inure to the benefit of each party and their affiliates, agencies, agents, assigns, contractors, departments, divisions, heirs, officers, directors, employees, independent representatives, parent corporations, partners, personal representatives, servants, shareholders, spouses, subsidiary corporations, and successors.

10. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

11. The parties hereto have carefully read this Agreement in its entirety before signing the same, and it is understood by the parties hereto that this Agreement constitutes the entire Agreement of the parties hereto and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. This Agreement contains the entire agreement between the parties hereto and all the terms and provisions of this Agreement are contractual and are not merely recitals. This Agreement was signed and executed voluntarily and without reliance

upon any statement or representation not specifically set forth in this Agreement. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

12. The parties hereto represent that they have the authority to execute this Agreement on behalf of the persons and entities on whose behalf they are signing. The parties hereto further represent that the signatures on this Agreement are the genuine, usual and customary signatures of the persons executing this Agreement and are fully binding on such persons and entities, and each person signing is legally and mentally competent to sign this Agreement and is fully authorized by law to bind himself or the principal on whose behalf he is signing.

WHEREFORE, THE FOLLOWING PERSONS FREELY AND VOLUNTARILY SIGN THIS AGREEMENT ON THE DATES INDICATED BELOW:

DATED this _____ day of _____, 2025.

Bradley Schriewer

DATED this _____ day of _____, 2025.

Teresa Schriewer

DATED this _____ day of _____, 2025.

Angela Roff

DATED this _____ day of _____, 2025.

Timber Roff

DATED this _____ day of _____, 2025.

Chairperson, Washoe County Commission

APPROVED AS TO FORM AND CONTENT:

Dated this _____ day of _____, 2025.

Christopher J. Hicks

Washoe County District Attorney

By: _____

Herbert B. Kaplan

Deputy District Attorney