

Exhibit A:
Signed Settlement Agreement

Exhibit A

1 James J. Pisanelli, Esq., Bar No. 4027
JJP@pisanellibice.com
2 Todd L. Bice, Esq., Bar No. 4534
TLB@pisanellibice.com
3 Debra L. Spinelli, Esq., Bar No. 9695
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4 Jordan T. Smith, Esq., Bar No. 12097
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5 Emily A. Buchwald, Esq., Bar No. 13442
EAB@pisanellibice.com
6 PISANELLI BICE PLLC
400 South 7th Street, Suite 300
7 Las Vegas, Nevada 89101
Telephone: 702.214.2100
8 Facsimile: 702.214.2101

9 *Counsel for Plaintiff/Counterdefendant*
Gypsum Resources, LLC

10
11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

13 GYPSUM RESOURCES, LLC, a Nevada
limited liability company;

Case No.: A-23-871997-B
Dept. No.: XXXI

14 Plaintiff,

**STIPULATED ORDER AND
CONDITIONAL SETTLEMENT
AGREEMENT**

15 v.

16 CLARK COUNTY, a political subdivision of
the State of Nevada; and CLARK COUNTY
17 BOARD OF COMMISSIONERS,

18 Defendants.

19 CLARK COUNTY, a political subdivision of
the State of Nevada; and CLARK COUNTY
20 BOARD OF COMMISSIONERS,

21 Counter-Claimants,

22 v.

23 GYPSUM RESOURCES, LLC, a Nevada
limited liability company,

24 Counter-Defendant.
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1 Plaintiff Gypsum Resources, LLC ("Gypsum") and Defendants Clark County and
2 Clark County Board of County Commissioners ("Clark County" or the "County") (collectively the
3 "Parties") hereby enter into this Stipulated Order and Conditional Settlement Agreement to govern
4 the orderly resolution of this case subject to the terms and conditions herein. In consideration of
5 the mutual covenants and agreements of the Parties, and other good and valuable consideration, the
6 Parties represent, warrant and agree as follows:

7 **1. BACKGROUND**

8 1.1 On April 21, 2010, Gypsum and Clark County entered into a Stipulation and
9 Settlement Agreement Pursuant to Court Ordered Settlement Conference in
10 Case No. CV-S-05-0583-RCJ (LRL) concerning Gypsum's approximately 2,400 +/- acres of real
11 property located on and around Blue Diamond Hill ("Gypsum's Property" or the "Property"). A
12 majority of Gypsum's Property is located outside the boundaries of the Red Rock Canyon National
13 Conservation Area ("RRCNCA"). Approximately 192+/- acres are located within the RRCNCA
14 and that portion of the Property bearing Clark County Assessor Parcel Number 165-24-000-003
15 and commonly referred to as the "Margo Claim."

16 1.2 On May 17, 2019, Gypsum commenced the action styled *Gypsum Resources, LLC*
17 *v. Clark County, et al.*, United States District Court, District of Nevada Case No. 2:19-cv-00850-
18 GMN-EJY, alleging federal claims and state-law claims, including for breach of the settlement
19 agreement entered by the Parties in 2010 (the "Federal Action"). On November 30, 2020,
20 Clark County filed counterclaims against Gypsum, alleging state-law contract counterclaims.

21 1.3 On July 26, 2019, Gypsum and its wholly owned subsidiary, Gypsum Resources
22 Materials, LLC ("GRM" and, together with Gypsum, "Debtors") each filed for protection under
23 Chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court, District of Nevada
24 (the "Bankruptcy Court"). On October 6, 2023, the Bankruptcy Court entered an order which
25 substantively consolidated the Debtors' bankruptcy cases under Case No. BK-S-19-14796-mkn (the
26 "Bankruptcy Case").

27 1.4 On May 26, 2023, the court in the Federal Action entered summary judgment in
28 Clark County's favor concerning Gypsum's federal law claims. The court in the Federal Action

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1 dismissed Gypsum's state-law claims without prejudice, declining to exercise jurisdiction over
2 Gypsum's state-law claims reasoning that they were more appropriately addressed by a Nevada
3 state court.

4 1.5 On June 26, 2023, Gypsum filed an appeal with the Ninth Circuit Court of Appeals
5 in the case styled *Gypsum Resources, LLC v. Clark County, et al.*, Case No. 23-15924, challenging
6 the summary judgment order in the Federal Action (the "Federal Appeal").

7 1.6 On June 7, 2023, Gypsum commenced the action styled *Gypsum Resources, LLC v.*
8 *Clark County, et al.*, Case No. A-23-871997-B, asserting multiple state-law claims and on
9 October 5, 2023, Clark County asserted state-law contractual counterclaims (collectively, the "State
10 Action" and, together with the Federal Action and Federal Appeal, the "Action").

11 1.7 By stipulation of the Parties, the State Action is set for a firm jury trial on July 8,
12 2024.

13 1.8 The Parties attended two full day mediation sessions, and, resulting from such
14 mediation, have agreed to settle the Action upon the terms set forth in this Agreement.

15 1.9 Gypsum and Clark County have arrived at this agreement to provide for the orderly
16 and timely development of the Property and ultimate resolution of the Action.

17 **2. TERMS OF AGREEMENT**

18 The Parties hereby agree to the following terms and conditions and further agree to perform
19 any and all acts in good faith to take all steps necessary and appropriate and to execute any and all
20 documents to implement the following terms:

21 2.1 Clark County agrees to convene a meeting with the Board of County Commissioners
22 no later than June 18, 2024 to approve this Agreement and to approve Gypsum's Specific Plan
23 (MPS-11-0468 as proposed on the April 17, 2019 Board of County Commissioner zoning agenda),
24 Public Facilities Need Assessment ("PFNA") (MPP-11-0469 as proposed on the April 17, 2019
25 Board of County Commissioner zoning agenda) (reflecting 3,500 residential units), and to withdraw
26 any condition requiring Gypsum to obtain a right-of-way approval from the BLM for primary
27 access prior to approval of Specific Plan and acknowledging and agreeing single primary access
28 from SR 160 for ingress and egress is approved for the Development. Any approval shall specify

1 that Gypsum's existing mine haul road to and from State Route 159 shall continue but be limited to
2 existing mining operations, construction and life safety purposes (meaning access that is closed to
3 daily vehicular traffic, but that may be utilized by police, fire or emergency services, or by the
4 general public in the event of an emergency).

5 2.2 If the County approves the items in Section 2.1 without any conditions imposed that
6 are contrary to achieving the purpose of this Agreement, with 3,500 residential dwelling units and
7 the other uses as set forth in the land use summary of Gypsum's approved 2011 Concept Plan no
8 later than June 19, 2024, then the County and Gypsum shall expeditiously negotiate a development
9 agreement with the uses and rights set forth in this Agreement, which shall include, without
10 limitation, terms for:

11 A. The other uses as defined in the approved 2011 Concept plan, including commercial
12 uses.

13 B. Dates for reviews and permits, triggered by Plaintiff's performance.

14 C. The County will create a Special Improvement District ("SID") pursuant to the
15 Developer Method as reflected in Clark County Debt Management Plan Appendix A, which shall
16 be subject to the provisions of the Nevada Revised Statutes, and to applicable Clark County Codes
17 (except that the County agrees that, subject to all other requirements, Gypsum utilize the SID for
18 construction of interior roadways to the extent permitted by the Nevada Revised Statutes).

19 D. Waiver of any and all fees under Title 30, excepting any bonds required under Title
20 30 and excepting all multiple species habitat conservation plan mitigation fees on undisturbed lands,
21 with the previously disturbed portion of the land consisting of approximately 1139 +/- acres;

22 E. Provisions for expedited reviews and approvals under Title 30, with Gypsum having
23 an option for outside third-party who is familiar with the County's ordinances, to process, review,
24 and evaluate Gypsum's permits and applications if desired by Gypsum;

25 F. Provisions for expedited mediation process to resolve disputes prior to commencing
26 litigation and other alternative dispute resolution procedures for disputes arising during the course
27 of development and construction of the project; and

28 G. Other reasonable and customary terms.



1 2.3 Gypsum and the County shall work cooperatively to (i) stay the Federal Appeal,
2 and (ii) move the trial in the State Action to no later than August 26, 2024. Clark County shall take
3 no action to delay or otherwise interfere with the trial date.

4 2.4 The County agrees to hear and consider for approval at a consolidated hearing the
5 development agreement, general plan amendment, final zone change applications containing the
6 minimum terms and agreements set forth in this Agreement. The County agrees that final approval
7 for the development agreement, general plan amendment, and final zone change applications shall
8 be heard by the Board of County Commissioners by no later than July 19, 2024, provided that the
9 mediator may extend to no later than July 31, 2024, in the event of unforeseen circumstances. The
10 County agrees that Gypsum's development rights are fully entitled and vested upon approval of the
11 development agreement, general plan amendment, and final zone change applications (hereinafter
12 the "Development").

13 2.5 [INTENTIONALLY LEFT BLANK]

14 2.6 Upon receipt of documentation from Gypsum pursuant to the Department of Public
15 Work's BLM Right-of-Grant Application Process, the County shall expeditiously seek a right-of-
16 way from the Bureau of Land Management ("BLM") for a public roadway right-of-way (including
17 vehicular public access and utilities within such roadway right-of-way) to the east of the Property
18 providing access to Highway 160 sufficient to serve the Development (the "BLM ROW"). In
19 applying to the BLM, the County will follow its customary practices, best efforts, and good faith in
20 seeking the BLM ROW. Gypsum shall be and remain responsible for all items required pursuant
21 to the Department of Public Works' BLM Right-of-Grant Application Process including, but not
22 limited to, payment of expenses and obtaining of documents required from the developer in
23 connection therewith. If appropriate to expedite the right-of-way grant, the County shall join and/or
24 pursue Gypsum's existing application No. 94501 with such modifications as the Parties in good
25 faith deem necessary.

26 2.7 The County agrees that if the BLM has not granted the right-of-way required in
27 Section 2.6 by the following time periods, then Clark County shall pay Gypsum the following
28 additional amounts:



1 A. One Million Dollars and Zero Cents (\$1,000,000.00) 24 months after BLM
2 application submittal;

3 B. One Million Dollars and Zero Cents (\$1,000,000.00) 36 months after BLM
4 application submittal;

5 C. Two Million Dollars and Zero Cents (\$2,000,000.00) 48 months after BLM
6 application submittal; and

7 D. Two Million Dollars and Zero Cents (\$2,000,000.00) 60 months after BLM
8 application submittal;

9 It is the intention of this Section 2.7 that the County's obligations to pay Plaintiff any sum
10 pursuant to this Section shall cease immediately upon the BLM's approval of the right-of-way
11 application (but will not release the County for any payment due but unpaid as of the approval date),
12 and that, for the avoidance of doubt, any failure of the County to secure appropriate right-of-way
13 access to the east will obligate the County to make full payment of the amounts in this Section 2.7.
14 The County's obligations to pay pursuant to this Section 2.7 shall not exceed the total sum of
15 Six Million Dollars (\$6,000,000.00).

16 2.8 Within six (6) business days of the County's approval of Gypsum's fully-vested
17 rights to develop the Property under Section 2.4, provided that the Effective Date has occurred, the
18 County shall pay to Gypsum the amount of Eighty Million Dollars and Zero Cents (\$80,000,000.00)
19 (the "Settlement Payment") in immediately available funds by wire transfer, with wire instructions
20 to be provided. For the avoidance of doubt, the County's payment under this Section 2.8 is in
21 addition to and independent of the payments in Section 2.7. The County's payment of the
22 Settlement Payment and approval of vested rights in the Development shall constitute full payment
23 and satisfaction of any and all claims that Gypsum has or may have against the County arising out
24 of the facts, matters and/or claims related to the Action.

25 As a condition precedent to the obligation of the County to make the payment required by
26 this Agreement, Gypsum and Gypsum's counsel shall provide the County with a fully completed
27 and executed Form W-9, Department of the Treasury, Internal Revenue Service Request for
28 Taxpayer Identification Number and Certification ("Form W-9").

1 2.9 Within five (5) days of the payment in Section 2.8, the Parties shall file
2 notices of dismissal, with prejudice, of the Action.

3 2.10 Releases.

4 A. Except for the representations, warranties, covenants, and agreements set forth in
5 this Agreement, upon the dismissal of the Action, Gypsum, on behalf of itself and its predecessors,
6 successors assigns, partners, managers, parents, subsidiaries, trustees, other affiliated entities, and
7 any other person or entity, claiming by or through or under Gypsum herein, hereby fully,
8 unconditionally, and irrevocably releases and discharges the County and its elected officials,
9 employees, successors, representatives, heirs, assigns, attorneys, and any other person or entity
10 acting on its behalf from any and all potential or actual claims, debts, defenses, demands, promises,
11 fees, costs, expenses, losses, liabilities, actions, and causes of action of every kind or nature,
12 whether in law or in equity or otherwise, known or unknown, suspected or unsuspected, arising out
13 of or relating to any facts, matters or claims alleged in the Action, and/or which Gypsum could have
14 asserted in the pending Action. This release shall not release claims unrelated to the Action,
15 including, without limitation, claims over property taxes, or air quality or other administrative fines
16 or assessments. This release shall not release claims under any subsequent agreements concerning
17 the Development.

18 B. Except for the representations, warranties, covenants, and agreements set forth in
19 this Agreement, upon the dismissal of the Action, the County hereby fully, unconditionally, and
20 irrevocably releases and discharges Gypsum, its employees, members, managers, directors,
21 officers, trustees, successors, representatives, heirs, assigns, attorneys, and any other person or
22 entity acting on its behalf from any and all potential or actual claims, debts, defenses, demands,
23 promises, fees, costs, expenses, losses liabilities, actions, and causes of action of every kind or
24 nature, whether in law or in equity or otherwise, known or unknown, suspected or unsuspected,
25 arising out of or relating to any facts, matters or claims alleged in the Action, and/or which the
26 County could have asserted in the pending Action. This release shall not release claims unrelated
27 to the Action including, without limitation, claims for real property taxes or air quality or other
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1 administrative fines or assessments. This release shall not release claims under any subsequent
2 agreements concerning the Development.

3 2.11 Clark County's Representations and Warranties

4 A. The County represents and warrants that, subject to Section 2.11(B), below, it has
5 the full power, authority, right, and title to enter into this Agreement, settle the Action, and provide
6 the releases, representations and warranties and perform its obligations and duties each as described
7 herein, that no approvals or consents of any other person or entity are necessary to effectuate the
8 same except as provided in this Agreement, and that no claims, damages, settlements, verdicts, or
9 recoveries have been assigned, by operation of law or otherwise, to any other person or entity.

10 B. As of the Effective Date, the County represents and warrants that it has satisfied and
11 complied with all applicable laws, codes and requirements to make this settlement and in granting
12 Gypsum its fully vested rights in the Development which the County confirms are valid, binding
13 and enforceable.

14 C. Notwithstanding the foregoing, the Parties recognize that this settlement is
15 contingent upon the official approval by the governing Clark County Board of County
16 Commissioners (the "Board") at a duly noticed public meeting.

17 D. The County acknowledges and agrees that the representations and warranties made
18 herein are material and shall survive the execution, delivery, and performance of this Agreement,
19 and shall be binding upon the County's successors, representatives, heirs, and assigns. The County
20 further agrees that each of the representations and warranties made by the County in this Agreement
21 shall be true and correct when made and shall be true and correct at and as of the date of dismissal
22 of the Action as though such representations and warranties were made and given on and as of the
23 date the Action is dismissed.

24 2.12 Gypsum's Representations and Warranties

25 A. As of the Effective Date, Gypsum represents and warrants that it has the full power,
26 authority, right, and title to enter into this Agreement, settle the Action, and provide the
27 releases, representations and warranties and perform its obligations each as described herein, that no
28 approvals or consents of any other person or entity are necessary to effectuate the same except as

1 provided in this Agreement, and that no claims, damages, settlements, verdicts, or recoveries have
2 been assigned, by operation of law or otherwise, to any other person or entity.

3 B. Gypsum represents and warrants that it has retained the personal claim to receive
4 compensation for all claims and has not transferred any part of said claims to any other party.

5 C. Gypsum acknowledges and agrees that the representations and warranties made
6 herein are material and shall survive the execution, delivery, and performance of this Agreement,
7 and shall be binding upon Gypsum's respective partners, managers, successors, representatives,
8 heirs, and assigns. Gypsum further agrees that each of the representations and warranties made by
9 Gypsum in this Agreement shall be true and correct when made and shall be true and correct at and
10 as of the date of dismissal of the Action as though such representations and warranties were made
11 and given on and as of the date the Action is dismissed.

12 2.13 Upon recordation of the first final map for the Development, which Gypsum shall
13 undertake in good faith, and the issuance of the right-of-way in Section 2.6, Clark County shall
14 have an option for twelve (12) months to acquire the Margo Claim for \$1.00. The County agrees
15 that if it exercises its option, it takes the Property by way of quit claim deed, whereas and as is,
16 absent any representations or warranties, except as to clean title (no monetary encumbrances except
17 for taxes not yet due) and subject to a conservation easement to preclude any development. If the
18 right-of-way in Section 2.6 does not issue within 61 months of BLM submittal, this option for the
19 Margo Claim shall be of no further force or effect and permanently cease to exist. Notwithstanding
20 the foregoing the Parties agree that, if necessary, the Margo Claim may be traded to the BLM in
21 order for it to approve the BLM ROW.

22 **3. NO ADMISSION OF LIABILITY**

23 The Parties understand and agree that this Agreement is a compromise and conditional
24 settlement and that any Party's entry into this Agreement or payment according to this Agreement
25 is not, and may not be construed as an admission of liability by any of the Parties.

26 **4. COSTS AND ATTORNEYS' FEES**

27 If any action or other proceeding is brought by any of the Parties hereto relating to this
28 Agreement or to recover damages or equitable relief for a breach or threatened breach thereof, the

1 prevailing party shall recover its reasonable costs, expert witness fees, consulting fees, and
2 reasonable attorneys' fees incurred in such an action or proceeding, which amount shall be
3 determined by a court and not a jury.

4 **5. INTEREST**

5 Any amounts not paid when due under the terms of this Agreement shall immediately accrue
6 interest (compounded annually) at the rate of twelve percent (12%) per annum until fully paid.

7 **6. MEDIATION**

8 The Parties agree that prior to filing of any litigation concerning the terms or implementation
9 of this Agreement, they shall first participate in an expedited mediation. The mediation must occur
10 no later than upon 5 days notice and, if possible, be before Jennifer Togliatti or, if she is unavailable,
11 another neutral mediator with Advanced Resolution Management. If the Parties cannot agree upon
12 a mediator or none is available within 5 days notice, then counsel for the Parties shall meet and
13 confer in an attempt to resolve the dispute.

14 **7. ENTIRE AGREEMENT**

15 All prior understandings or agreements between the Parties as they relate to this Agreement
16 are merged into this Agreement, and it alone expresses the agreement of the Parties. This
17 Agreement may be modified only in writing, signed by all the Parties hereto, and no term or
18 provision may be waived except by such writing signed by an authorized representative of the
19 Parties. Except for subsequent agreements, including, but not limited to, the development
20 agreement and the SID documents and all other approvals obtained in connection therewith, there
21 are no other agreements or representations, express or implied, either oral or in writing, between
22 the Parties, concerning the subject matter of this Agreement, except as specifically set forth in this
23 Agreement. There are no promises, agreements or expectations of the Parties unless otherwise
24 stated in this and future agreements. The Parties have been represented by counsel in connection
25 with the preparation of this Agreement.



26 **8. APPLICABLE LAW**

27 This Agreement was drafted through the joint efforts of the Parties and/or through counsel,
28 and shall not be read for or against any Party to this Agreement on that account. This Agreement

1 is intended to be enforced according to its written terms under the laws of Nevada. Venue for any
2 legal action concerning this Agreement shall lie exclusively in Nevada.

3 **9. BENEFIT**

4 This Agreement shall be binding upon and inure to the benefit of the Parties, and each of
5 them, their successors, assigns, personal representatives, agents, employees, directors, officers,
6 trustees and servants. Nothing in this Agreement, whether express or implied, is intended to confer
7 third-party beneficiary status or to otherwise confer any rights or remedies on any person or entity,
8 other than the Parties. Nor shall any provision of this Agreement afford any third party any right of
9 subrogation, indemnity, contribution, or set-off against any party to this Agreement.

10 **10. COUNTERPARTS**

11 This Agreement may be executed in any number of counterparts and each counterpart
12 executed by any of the undersigned together with all other counterparts so executed shall constitute
13 a single instrument and agreement of the Parties.

14 **11. MUTUAL WARRANTIES**

15 Each Party to this Agreement warrants and represents to the other that they have not
16 assigned or transferred to any person or entity not a Party hereto any claim or other released matter
17 that is the subject of this Agreement, or any part or portion thereof, and that each Party has the
18 authority to sign this Agreement, and each individual executing this Agreement on behalf of any
19 Party specifically warrants that he or she has the full authority to sign this Agreement.

20 **12. NOTICE**

21 All notices or demands of any kind that any Party is required to or desires to give in
22 connection with this Agreement shall be in writing and shall be delivered by email and by
23 depositing the notice or demand in the United States mail, postage prepaid, and addressed to the
24 Parties as follows:

25 1) If to Gypsum:

26 Gypsum Resources, LLC
27 8912 Spanish Ridge Avenue, Suite 200
28 Las Vegas, Nevada 89148
Attention: James M. Rhodes and Aubree L. Green
Email: aubree@gypsumresources.com

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With copies to:

James J. Pisanelli, Esq.
Todd L. Bice, Esq.
Pisanelli Bice PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
JJP@pisanellibice.com
TLB@pisanellibice.com

2) If to Clark County:

Clark County Manager
500 S. Grand Central Parkway, 6th Floor
Las Vegas, NV 89155

With copies to:

Clark County District Attorney's Office
Attn: County Counsel
500 S. Grand Central Parkway, Suite 5075
Las Vegas, Nevada 89155

And to:

Thomas Dillard
9950 W. Cheyenne Ave.
Las Vegas, NV 89129
tdillard@ocgas.com

13. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date upon (1) this Agreement has been fully executed by Gypsum, by the Chair or other authorized designee of the County Commission, and approved by form the County's District Attorney's Office; and (2) this Agreement has been approved by the Board of County Commissioners; and (3) this Agreement has been approved by final order of the Bankruptcy Court; and (4) the County has approved the Development Agreement, general plan amendment, and final zone change as and when required by the terms of this Agreement, whichever occurs latest. Gypsum shall file a Rule 9019 motion on shortened time in the Bankruptcy Case to approve this Agreement and the transactions contemplated hereby.

14. MUTUAL COOPERATION; FURTHER ASSURANCES.

Upon the terms and subject to the conditions of this Agreement, the Parties shall each use their respective good faith and best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable, consistent with applicable law, to satisfy

1 the conditions set forth in this Agreement and to consummate and make effective the transactions
2 contemplated hereby in the most expeditious manner. Consistent with the foregoing, the Parties
3 each agree from time to time from the date of this Agreement, at the reasonable request of the other,
4 to execute and deliver such other instruments and take such other actions as the requesting party
5 may reasonably request in order to more effectively consummate and make effective the
6 transactions contemplated hereby. In furtherance thereof, the County will ensure that neither it, its
7 agents, representatives, consultants nor other related entities or persons shall take any action to
8 delay or interfere with the customary approval process of third parties with jurisdiction over the
9 property (including, without limitation, the Las Vegas Valley Water District and the Clark County
10 Water Reclamation District) concerning the transactions and Development contemplated by this
11 Agreement. The Parties agree to cooperate and use their best efforts to perform and fulfill the
12 purpose and the provisions of this Agreement.

13 **15. INDEPENDENT ADVICE FROM COUNSEL.**

14 The Parties, and each of them, agree that they have carefully read this Agreement, that they
15 know and understand the contents of this Agreement, that in connection with this Agreement they
16 have obtained prior independent legal advice of counsel of their choice and have been advised of
17 the effect, significance, and consequence of this Agreement, that they know and understand the
18 effect, significant, and consequence of this Agreement, that they enter into this Agreement of their
19 own free and voluntary act, and that they are relying fully and solely upon their own judgment,
20 investigation and the advice of their respective agents in entering into this Agreement.

21 **16. PUBLIC RECORD.**

22 The Parties acknowledge that the facts and terms of this Agreement are a matter of public
23 record and may be discussed during a public meeting of the County Commission.

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IN WITNESS WHEREOF, the undersigned hereby execute this Agreement.

CLARK COUNTY:

BOARD OF COUNTY COMMISSIONERS,
COUNTY OF CLARK, STATE OF NEVADA

Attest:

By: _____
Tick Segerblom, Chair

Lynn Marie Goya, County Clerk

Thomas D. Dillard, Jr. Bar No. 6270
Tdillard@ocgas.com
Olson Cannon Gormley & Stoberski
9950 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: 702-384-4012

Robert T. Warhola, Bar No. 4410
Robert.warhola@clarkcountyda.com
Deputy District Attorney
500 Grand Central Pkwy
Las Vegas, Nevada 89155

Counsel for Defendants/Counterclaimant

Signatures Continue on the Following Page

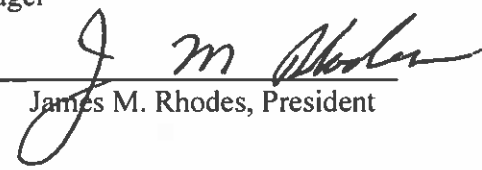
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1 **GYPSUM RESOURCES, LLC**

2 By: Truckee Springs Holdings, Inc.,
3 a Nevada corporation

4 Its: Manager

5 By: 
6 James M. Rhodes, President

7 _____
8 James J. Pisanelli, Esq., Bar No. 4027

9 JJP@pisanellibice.com

10 Todd L. Bice, Esq., Bar No. 4534

11 TLB@pisanellibice.com

12 Debra L. Spinelli, Esq., Bar No. 9695

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14 Jordan T. Smith, Esq., Bar No. 12097

15 JTS@pisanellibice.com

16 Emily A. Buchwald, Esq., Bar No. 13442

17 EAB@pisanellibice.com

18 PISANELLI BICE PLLC

19 400 South 7th Street, Suite 300

20 Las Vegas, Nevada 89101

21 Telephone: 702.214.2100

22 Facsimile: 702.214.2101

23 *Counsel for Plaintiff/Counterdefendant*

24 *Gypsum Resources, LLC*



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IT IS SO ORDERED.