

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

VILLAGE LEAGUE TO SAVE
INCLINE ASSETS, INC., *et al*,

Case No.: CV03-06922

Plaintiffs/Petitioners,

Dept. No: 1

vs.

STATE OF NEVADA on relation of its STATE
BOARD OF EQUALIZATION, *et al*,

Defendants/Respondents.

FINAL ORDER OF APPROVAL

This matter came before the Court on the parties' joint request for this Court to hold a hearing and consider approving the Settlement Agreement ("Agreement") entered into by the parties and incorporating its terms and provisions in a Court order. A copy of the fully executed Agreement is attached as Exhibit 1.

The Court held a hearing on October 5, 2020, to review and consider the Agreement. After the October 5, 2020, hearing on the Settlement Agreement, the Court entered an *Interim Order of Approval* on October 13, 2020.¹

¹ Prior to the October 5, 2020, hearing, Washoe County School District ("District") filed a *Motion to Intervene as a Matter of Right and to Stay Approval of the Proposed Settlement Agreement* ("Motion to Intervene"), along with an *Ex Parte Motion for Order Shortening Time Within Which to Oppose District's Motion to Intervene as a Matter of Right and to Stay Approval of the Proposed Settlement Agreement* ("Ex Parte Motion") on October 1, 2020. This Court denied the Ex Parte Motion on October 2, 2020. After full briefing of the Motion to Intervene, oral argument on the Motion to Intervene was held on January 26, 2021. Thereafter, District filed its *Motion for Leave to File a Surreply in Support of its Motion to Intervene* ("Motion for Leave"), which was opposed by the Taxpayers and

1 Based on the Agreement, the hearing, and the record in this matter, the Court makes the
2 following findings of fact, conclusions of law and order:

3 1. On October 21, 2019, the Court issued its *Findings of Fact, Conclusions of Law,*
4 *Decision and Order* ("the October 21, 2019 Order"), granting the Plaintiffs/Petitioners'
5 Complaint and Petition for Judicial Review and vacating the Defendant/Respondent State Board
6 of Equalization's October 30, 2017 Equalization Order. Defendants/Respondents appealed the
7 October 21, 2019 Order ("the Appeal") to the Nevada Supreme Court.

8 2. The parties have agreed to a settlement in which the Appeal is dismissed, the
9 implementation provisions of the October 21, 2019 Order are modified, and that Order is ratified
10 in all other respects.

11 3. The Agreement provides for the ongoing monitoring and supervision by this
12 Court of the modified implementation provisions of the October 21, 2019 Order.

13 4. In addition to modifying the implementation provisions of the October 21, 2019
14 Order, the Settlement Agreement provides for a global resolution of all outstanding matters
15 between the parties concerning residential property taxation at Incline Village/Crystal Bay from
16 the 2003/2004 to the 2007/2008 tax years, including the dismissal with prejudice of seven
17 pending cases and the withdrawal of all pending post-judgment motions in this matter in this
18 Court.

19 5. The Agreement was approved in duly noticed public meetings by the Washoe
20 County Board of County Commissioners and the State Board of Equalization, held on August 4,
21 2020 and August 24, 2020, respectively, and in a meeting of the Village League Board of
22 Directors held on August 4, 2020.

23 6. The Agreement has also been approved and signed by all the individual
24 Plaintiff/Petitioner taxpayers and by the remaining Defendant/Respondents, the County
25 Assessor, the County Treasurer, and the State Department of Taxation.

26
27 County. On March 26, 2021, this Court denied the District's Motion to Intervene and the Motion for Leave. *See*
28 *Order Denying Washoe County School District's (1) Motion for Leave to file Surreply in Support of Motion to*
Intervene; and (2) Motion to Intervene as a Matter of Right.

7. The Agreement is contingent upon approval by this Court and the incorporation of its terms and provisions in a Court order, after a public hearing. *See* Ex. 1 at 27 ¶¶ 87, 88.

8. In order to present the Agreement to this Court for consideration and approval, the parties filed a stipulation with the Nevada Supreme Court for the conditional dismissal of the Appeal and the remand of this matter back to this Court for consideration of the Agreement and appropriate further action.

9. On September 2, 2020, the Supreme Court's *Order Dismissing Appeal and Remanding to the District Court* was filed with this Court. On remand, this Court has jurisdiction to hear and consider the approval of the Agreement and the incorporation of its terms and provisions as the order of this Court.

10. The Agreement is in the interests of the parties and should be approved and adopted by this Court.

Therefore, for good cause, it is HEREBY ORDERED as follows:

(1) The Agreement attached as Exhibit 1 is approved and its terms and conditions are incorporated by reference and made the Order of the Court;

(2) Except as modified by paragraph 2, the October 21, 2019 Order remains in full force and effect;

(3) The Court retains jurisdiction to monitor and supervise the implementation of the October 21, 2019 Order and this Order; and

(4) The parties shall bear their own costs and attorneys' fees of this proceeding for consideration and approval of the parties' Agreement.

IT IS SO ORDERED.

Dated this 7th day of April, 2021.


KATHLEEN M. DRAKULICH
District Court Judge

1 EXHIBIT INDEX

2	<u>Exhibit</u>	<u>Description</u>	<u>Pages</u>
3			
4	1	Settlement Agreement	44

EXHIBIT 1

EXHIBIT 1

**SETTLEMENT AGREEMENT
AND DISMISSAL OF APPEAL**

TABLE OF CONTENTS

	Page
RECITALS.....	2
AGREEMENT TERMS AND PROVISIONS.....	4
I. IMPLEMENTATION PLAN.....	5
A. DATES AND DEADLINES.....	5
B. AFFECTED PARCELS, ORIGINAL OWNERS AND SUCCESSORS.....	7
C. CALCULATION OF REFUNDS.....	9
a. EXCESS TAX CALCULATION.....	10
b. INTEREST CALCULATION.....	11
D. REFUND CLAIMS.....	13
E. IMPLEMENTATION WEBSITE.....	15
F. NOTICE AND LOCATION OF ORIGINAL OWNERS.....	17
G. CLAIMANT VERIFICATION.....	19
H. PAYMENT OF REFUNDS.....	20
I. DISPUTE RESOLUTION.....	21
J. REPORTING.....	22
II. DISMISSAL OF APPEAL, MOTIONS AND RELATED ACTIONS.....	22
A. DISMISSAL OF APPEAL.....	22
B. PENDING MOTIONS.....	23
C. RELATED ACTIONS.....	23
III. GENERAL PROVISIONS.....	24
IV. APPROVAL BY THE PARTIES AND THE COURT.....	26
V. EFFECTIVE DATE.....	28
EXHIBIT LIST	32

SETTLEMENT AGREEMENT AND DISMISSAL OF APPEAL

This Settlement Agreement for Implementation of October 21, 2019 District Court Order and Dismissal of Appeal (the "Agreement") is made and entered into as of the Effective Date as defined below, between and among Village League to Save Incline Assets, Inc., a Nevada non-profit corporation representing all residential property taxpayers at Incline Village/Crystal Bay for the 2003/2004, 2004/2005 and 2005/2006 tax years; Dean R. Ingemanson, Trustee of the Larry D. and Maryanne B. Ingemanson Trust; V. Park, LLC, a Nevada limited-liability company; and individuals Todd A. Lowe, J. Carl Cooper, Andrew Whyman, Charles A. Dowd, Donna Goff, Robert Goff, Ellen Bakst, Jane Barnhart, Carol Buck, Daniel Schwartz, Larry Watkins, Don Wilson, Patricia Wilson and Agnieszka Winkler (collectively "Taxpayers"); Washoe County, a political subdivision of the State of Nevada acting through the Washoe County Board of County Commissioners; the Washoe County Assessor, Mike Clark, and the Washoe County Treasurer, Tammi Davis ("Assessor" and "Treasurer" are referred to individually and also included within the collective "County"); and the Nevada State Board of Equalization and the Department of Taxation ("State Board" and "Department" are referred to individually and also included in the collective "State"). Taxpayers, County and State are sometimes separately referred to as "Party" and/or collectively referred to as "Parties".

RECITALS

As the basis for this Agreement, Taxpayers, County and State agree and recite as follows:

A. Taxpayers are adverse parties to County and State in the matter entitled "Village League to Save Incline Assets, Inc., et al. v. State of Nevada ex rel. State Board of Equalization, et al.," Case No. CV03-06922 in the Second Judicial District Court, Washoe County, Nevada (the "Equalization Action").

B. On October 21, 2019, the District Court entered its Findings of Fact, Conclusions of Law, Decision and Order ("October 21, 2019 Decision") in the Equalization Action. The Court directed the Assessor to "replace unconstitutional 2003-2004, 2004-2005 and 2005-2006 taxable land values for residential parcels in Incline Village and Crystal Bay with 2002-2003 taxable land values and to apply the Commission approved factor of .08% to the 2002-2003 taxable land values for the 2005-2006 tax year, except that any residential property value reduced between 2002-2003 and any of the three subsequent tax years shall be reset at the lower of the two values." The Court further directed the Treasurer to calculate the excess taxes paid by Incline Village/Crystal Bay residential property owner/taxpayers for the 2003-2004 tax year going forward and to refund those excess taxes to such owner/taxpayers with interest as required by law" ("Refunds"). The Court ordered the Refund payments to be completed within one year of the October 21, 2019 Decision.

C. On November 20, 2019, the County and State jointly appealed the October 21, 2019 Decision (the "Appeal"). The Nevada Supreme Court docketed the Appeal on November 25, 2019, assigned it Appeal No. 80092, and referred it to the Court's Confidential Settlement Program under Nevada Rule of Appellate Procedure 16.

D. On February 4, 2020, Taxpayers, County and State participated in a confidential settlement conference with the Supreme Court Settlement Judge. Prior to the February 4, 2020 conference, Taxpayers and County representatives met several times, without counsel, and reached agreement on the basic terms of a plan for modifying the implementation provisions of the October 21, 2019 Decision and dismissing the Appeal. Those terms were presented and became the basis for further discussions at the February 4, 2020 settlement conference.

E. The State representatives left the February 4, 2020 settlement conference after agreeing on the record to "sign the settlement agreement prepared by the Taxpayers and

County.” The State further agreed “to withdraw their appeal” if Taxpayers and County came to a settlement agreement and the State Board of Equalization agreed to put the withdrawal of the Appeal on its next agenda and to recommend approval. A copy of the State’s agreement is attached as Exhibit A.

F. After State representatives left the February 4, 2020 settlement conference, Taxpayers and County continued settlement discussions and ultimately wrote and signed a memorandum entitled Implementation Plan Agreement agreeing to modify the process and timing of taxpayer Refunds and the calculation of interest under the October 21, 2019 Decision, confirm the remaining provisions of that Decision, address the County’s budgetary and administrative concerns, reduce the impact on County agencies reliant on property tax revenues, preserve just and constitutional taxation for Taxpayers as determined by the District Court, resolve collateral matters and dismiss the Appeal, subject to the approval of the Parties’ governing bodies and the District Court. A copy of the Implementation Plan Agreement reached at the February 4, 2020 settlement conference is attached as Exhibit B.

G. Taxpayers, County and State wish to enter into a detailed and comprehensive settlement agreement based on the February 4, 2020 Implementation Plan Agreement for submission to and approval by the District Court and incorporation into an Order of the Court.

AGREEMENT TERMS AND PROVISIONS

Based on the foregoing recitals, and in consideration of the promises, covenants and undertakings below, Taxpayers, County and State agree to the following terms and provisions:

1. As detailed below, County and Taxpayers agree to an Implementation Plan, subject to the approval of the District Court and incorporation into a Court Order, to modify the implementation provisions of the October 21, 2019 Decision and to apply the District Court’s interpretation of the Treasurer’s statutory obligation to pay refunds upon adjustments of taxable

values by utilizing an agreed-upon claims process which includes the identification of Refund eligible properties and taxpayer owners, the calculation of Refund amounts, the receipt, verification and approval of taxpayer claims, the payment of Refund amounts, and the submission of regular progress reports to the Village League, the County Commission and the District Court.

2. Except as modified in this Agreement, County and Taxpayers expressly confirm the provisions of the October 21, 2019 Decision.

3. In exchange for concessions made by Taxpayers in the Implementation Plan below, and subject to the approval of the District Court, County and State each agree to withdraw and dismiss the Appeal, with all Parties to bear their own attorneys' fees and costs.

4. As further consideration for this Agreement, Taxpayers, County and State agree to the withdrawal or dismissal of all pending motions in the Equalization Action and to the dismissal with prejudice of all other pending lawsuits based on the Assessor's use of unconstitutional valuation methodologies and/or the failure of constitutionally mandated equalization for the 2003-2004 to 2010-2011 tax years ("Related Actions").

I. IMPLEMENTATION PLAN

A. DATES AND DEADLINES

5. To facilitate the claims process and assure the timely payment of taxpayer Refunds, County and Taxpayers agree to the following dates and deadlines.

October 15, 2020	Implementation website established
December 15, 2020	Treasurer completes Refund Calculations for Parcels on Parcel List for Original Owners who are Current Owners
December 30, 2020	Notice mailed to Original Owners who are Current Owners

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January 30, 2021	County shall provide Village League with log of Notices sent
February 15, 2021	Treasurer's initial report to District Court, County Commission and Village League
March 16, 2021	Treasurer completes Refund Calculations for Parcels on Parcel List for all remaining Original Owners
March 30, 2021	Notice mailed to all remaining located Original Owners
April 30, 2021	County shall provide Village League with log of Notices sent after December 15, 2020
April 30, 2021	County provides Village League with a list of all Original Owners that County has been unable to locate by that date
June 15, 2021	County contracts with third party location service to locate any Original Owners that County is still unable to locate
July 1, 2021	Interest holiday begins
July 1, 2021-December 31, 2021	Refunds paid to all Original Owners who are Current Owners of the same Parcel
Fifth business day of August 2021-fifth business day of June 2024	Treasurer's monthly reports to County Commission and Village League
January 1, 2022-June 30, 2022	Refunds paid to at least an additional 1800 Verified Claimants
July 1, 2022-December 31, 2022	Refunds paid to at least an additional 1800 Verified Claimants
January 1, 2023-June 30, 2023	Refunds paid to at least an additional 1800 Verified Claimants
May 1, 2023	Claim filing deadline for Located Original Owners
June 30, 2023	Interest holiday ends
July 1, 2023-December 31, 2023	Refunds paid to at least an additional 1800 Verified Claimants

January 1, 2024-June 21, 2024

All remaining Refunds paid

June 21, 2024

Claims process completed and all Refunds Paid

July 22, 2024

Final Report to Court

The above dates and deadlines are based on a July 1, 2021 date for the beginning of Refund payments. If the County elects to begin to Pay Refunds, defined in Paragraph 23 below, prior to July 1, 2021, the above dates and deadlines after June 15, 2021 will be adjusted accordingly. These dates and deadlines may be modified in accordance with Paragraph 75 of this Agreement.

B. AFFECTED PARCELS, ORIGINAL OWNERS AND SUCCESSORS

6. The October 21, 2019 Decision applies to all residential properties ("Parcels") in Incline Village/Crystal Bay for the 2003-2004, 2004-2005 and 2005-2006 tax years ("Tax Years") and the owners of those properties who paid the real property taxes assessed in any of those three Tax Years and affected subsequent tax years.

7. Assessor and Taxpayers have agreed on an initial list of all privately owned residential properties ("Parcel List") in Incline Village/Crystal Bay encompassed by the October 21, 2019 Decision. The Parcel List was developed by the Assessor's Office with input from the Village League. The Parcel List was transmitted to the Village League via email on April 2, 2020 by the Assessor's office and is incorporated into this Agreement by reference. Changes to the Parcel List may be made by mutual agreement between County and Village League. Any dispute over the contents or accuracy of the Parcel List will be resolved under the Dispute Resolution provisions in Section I(I) below. The Treasurer shall make the information on the Parcel List available via the Implementation Website referred to in Paragraph 37 below.

8. The Assessor's Office has also provided Taxpayers an initial list with parcel owner data ("Parcel Owner Data"). The Parcel Owner Data was transmitted to the Village League via email on April 29, 2020 by the Assessor's office and is incorporated herein by

reference. The Treasurer shall make the information on the Parcel Owner Data available via the Implementation Website referred to in Paragraph 37 below. Together, the Parcel List and the Parcel Owner Data include, for each parcel and for each of the Tax Years, the Assessor Parcel Number ("APN"), the original taxable land value, the corrected taxable land value, and the names and last available addresses of the owners of record. For any property where there was a transfer of ownership in any of the Tax Years, the Parcel Owner Data also includes the names of grantors and grantees and the date of transfer. This information has all been taken from the Assessor's and County Recorder's databases. Changes to the Parcel Owner Data may be made by mutual agreement between County and Village League. Any dispute over the contents and accuracy of the Parcel Owner Data will be resolved under the Dispute Resolution provisions in Section I(I) below.

9. Any taxpayer/property owner who believes that his/her/its property should be on the Parcel List but is not, or who believes that information on the Parcel List regarding his/her/its property is incorrect may complain either to the Assessor's Office or to the Village League. The complaint will be resolved under the Dispute Resolution provisions in Section I(I) below.

10. Each owner of record, as reflected by the Assessor's and County Recorder's databases, for each affected Parcel during each of the Tax Years is an Original Owner for purposes of this Agreement.

11. For taxes paid in a Tax Year or partial Tax Year, an Original Owner may have successor(s) or assign(s) entitled to the receipt of the refunds ordered by the District Court in its October 21, 2019 Decision. For purposes of this Agreement, "Successor" is defined as a person or entity who has succeeded to or been assigned the rights of an Original Owner as to the payment of taxes on a Parcel in a Tax Year or partial Tax Year and is accordingly entitled in place of the Original Owner to the recovery of any refund for excess taxes paid in a Tax Year.

Unless the context otherwise requires, references in this Agreement to Original Owner(s) or Claimant(s), including but not limited to the provisions for calculating and paying Refunds and making and processing Claims, shall include Successor(s). The term "Successor" as used in this Agreement does not include a person or entity who has purchased a Parcel from an Original Owner outside of the Tax Years or applicable Subsequent Tax Years, as that term is defined below.

C. CALCULATION OF REFUNDS

12. The Treasurer shall calculate refunds ("Refunds") due to each Original Owner of each Parcel on the Parcel List for each of the Tax Years ("Refund Calculations") as set forth in this Section I(C).

13. The Treasurer shall complete the Refund Calculations in a diligent manner and all such Refund Calculations shall be completed no later than December 15, 2020 for all Original Owners who are Current Owners, as set forth in Paragraph 41 below, and no later than March 16, 2021, for all other Original Owners. The Interest, defined in Paragraph 24 below, portion of the Refund shall be calculated for purposes of the initial Refund Calculations as though the Refund was paid during the Interest Accrual Holiday, defined in Paragraph 23 below beginning on July 1, 2021. If the County notices the payment of Refunds prior to July 1, 2021 and triggers the earlier start of the Interest Accrual Holiday, Refunds will be recalculated to reflect the lesser Interest accrued. Refunds paid after the Interest Accrual Holiday will be recalculated to include the additional interest. Changes to Refund Calculations may be made by the mutual agreement of County and Village League. Any dispute over the accuracy of the Refund Calculations will be resolved under the Dispute Resolution provisions in Section I(I) below.

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14. The sum of Excess Taxes and Interest, defined in Paragraphs 18 and 24 below, calculated for a particular Tax Year for a particular Parcel, constitutes the Refund amount due the Original Owner(s) for that Tax Year on that Parcel.

15. Any taxpayer/property owner who believes that his/her/its Refund has not been correctly calculated may complain either to the Treasurer's Office or to the Village League. The complaint will be resolved under the Dispute Resolution provisions in Section I(I) below.

16. The Village League has calculated the Refund amounts due on each Parcel on the Parcel List for each Tax Year and will share those calculations with the Treasurer to facilitate and assist the official Refund Calculations.

a. EXCESS TAX CALCULATION

17. On a parcel-by-parcel basis, the Treasurer shall calculate the excess taxes paid for each of the Tax Years for each Parcel ("Excess Tax Calculation").

18. The Excess Tax Calculation shall determine the net amount of excess taxes paid in each of the Tax Years ("Excess Taxes") on each Parcel and be performed as follows:

(a) The Treasurer shall determine the amount of actual taxes paid on the Parcel in each Tax Year ("Taxes Paid");

(b) The Treasurer shall recalculate the amount of taxes for each Tax Year utilizing the corrected taxable land value on the Parcel List and the tax rate in effect during each of the Tax Years ("Recalculated Taxes"); and

(c) The Treasurer shall deduct the Recalculated Taxes from the Taxes Paid for each Tax Year and adjust for any previous excess tax amounts refunded on the Parcel.

19. NRS 361.471 through 361.4735, inclusive ("Abatement Statutes"), and applicable abatement regulations in Chapter 361 of the Nevada Administrative Code

("Abatement Regulations") shall be applied to the 2005-2006 Tax Year, and, if applicable, to each and any subsequent tax year ("Subsequent Tax Year") to ensure compliance with those statutes and regulations and the October 21, 2019 Decision. After application of the Abatement Statutes and Abatement Regulations, the Treasurer shall calculate the excess taxes, if any, for any Subsequent Tax Year ("Subsequent Excess Taxes") and include any Subsequent Excess Taxes in the Refund Calculation if the Original Owner continued to own the Parcel in those Subsequent Tax Years.

20. In the case of a Parcel involving a transfer of ownership within a single Tax Year, the Treasurer shall pro-rate Refunds between or among Original Owners/Successors based on the respective number of days of ownership within each Tax Year as reflected on the Parcel List.

b. INTEREST CALCULATION

21. County and Taxpayers agree that the interest rate to be applied to all Excess Taxes is six percent (6%) simple interest per annum ("Interest Rate").

22. Interest shall begin to accrue on Excess Taxes for each tax year on the due date of the last quarterly tax payment - the first Monday in March of the respective tax year - regardless of when during each tax year the Excess Tax payments were made ("Interest Accrual Start Date"). The Interest Accrual Start Dates for each Tax Year are as follows:

- (a) 2003-2004 Tax Year: March 1, 2004
- (b) 2004-2005 Tax Year: March 7, 2005
- (c) 2005-2006 Tax Year: March 6, 2006
- (d) Subsequent Tax Years: The first Monday in March of the
respective Subsequent Tax Year

23. Interest shall not accrue during a period of time ("Interest Accrual Holiday"), which will begin the earlier of July 1, 2021, or the first day of the calendar month

prior to July 2021 that the Treasurer begins to Pay Refunds, defined below, and will end the last day of the month twenty-four (24) months later, unless terminated earlier as set forth below:

(a) Interest Accrual Holiday Start Date

The latest date that the Treasurer can begin to Pay Refunds is July 1, 2021. If the Treasurer begins to Pay Refunds on July 1, 2021, the "Interest Accrual Holiday Start Date" is July 1, 2021. The County may elect to begin to Pay Refunds prior to July 1, 2021 by providing written notice to that effect to the Village League. If the County makes such an election, the Interest Accrual Holiday Start Date shall be the first day of the calendar month set forth in the notice that the Treasurer will begin to Pay Refunds.

(b) Interest Accrual Holiday End Date

The "Interest Accrual Holiday End Date" shall be the last day of the month twenty-four (24) months after the Interest Accrual Holiday Start Date, unless the Interest Accrual Holiday is terminated earlier as set forth below. Interest shall resume accruing on the date after the Interest Accrual Holiday End Date on each unpaid Refund and shall continue to accrue on each such unpaid Refund until paid.

(c) Early Termination Date

During the Interest Accrual Holiday, the Treasurer shall Pay Refunds at an average rate of at least 300 Refunds per month. The Interest Accrual Holiday shall terminate the last day of the first month that the Treasurer fails to maintain an average rate of at least 300 Refunds per month ("Early Termination Date"). In the event that Claims in a sufficient number to Pay Refunds at such a rate have not been submitted to the Treasurer, the Interest Accrual Holiday will not terminate early. By way of example, if the Treasurer pays 600 Refunds the first month of the Interest Accrual Holiday and 0 Refunds the second month, the Interest Accrual Holiday will go into the third month. Alternatively, if the Treasurer pays 300 Refunds

the first month and 200 Refunds the second month, the Interest Accrual Holiday will terminate at the end of the second month, unless the Treasurer had received fewer than 600 Refund Claims in sufficient time to process by the end of the second month. The Treasurer will report to the County Commission and the Village League the number of Refunds paid each month as set forth in Paragraph 63 below.

(d) "Pay Refunds"

Pay Refunds means the payment of Refunds by the Treasurer at an average rate of at least 300 Refunds per month.

24. The Treasurer shall calculate the total Interest due on Excess Taxes ("Interest") for each Tax Year for each Parcel and Original Owner utilizing the Interest Rate, Interest Accrual Holiday Start Date and Interest Accrual Holiday End Dates set forth above.

25. Any Refund, as originally calculated to be paid during the Interest Accrual Holiday, which is actually paid after the Interest Accrual Holiday End Date shall be adjusted to reflect additional Interest to the date the Refund is paid.

D. REFUND CLAIMS

26. To receive a Refund of Excess Taxes and Interest calculated in accordance with Section C above, an Original Owner or an Original Owner's Successor must submit a Claim ("Claim") to the Treasurer's Office. The Claim must be submitted on a form that will be mutually agreed upon by County and Taxpayers within twenty (20) business days of the Effective Date of this Agreement.

27. Not later than twenty-five (25) days after the Effective Date of this Agreement, the Treasurer shall make the agreed-upon Claim Form(s) available online on the Treasurer's website and in hard copy in the County Manager and Treasurer Offices.

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28. An Original Owner or an Original Owner's Successor may submit a Claim at any time after the Effective Date of this Agreement. A person or entity making a Claim is a "Claimant."

29. For parcels with more than one Original Owner or Successor, a single Original Owner or Successor may submit a Claim on behalf of all Original Owners or Successors with their consent in writing. The Treasurer will pay the entire Refund to the Original Owner/ Successor making the Claim and the Original Owner/Successor will be responsible for allocating the Refund payment among the multiple owners.

30. All Original Owners the County is able to locate through its records, its own search efforts, Taxpayers' information, third party locator service efforts, or any other manner, and provide notice by February 28, 2023, must file their claims on or before May 1, 2023 ("Claim Deadline").

31. A separate claim deadline is established for Original Owners the County has been unable to locate by February 28, 2023 ("Unlocated Original Owners") in Paragraph 48 below ("Unlocated Original Owner Claim Deadline").

32. The failure to submit a Claim by the Claim Deadline or the Unlocated Original Owner Claim Deadline, whichever is applicable to a particular Claimant, waives the Claimant's right to receive a Refund and any untimely Claim will be denied. County will have no liability for untimely Claims.

33. The Treasurer shall notate the date each Claim is received and assign a "Claim Number" to each Claim. The Treasurer will attempt to process claims in the chronological order based on the date received. Taxpayers understand, however, that some claims may require additional time for research and processing.

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34. The Treasurer shall generate a "Claim Receipt" containing the receipt date and Claim Number. The Treasurer shall deliver the Claim Receipt to the Claimant via email, or if the Claimant did not provide an email address with the Claim, via U.S. Mail. The date of delivery shall be the date of mailing.

35. On January 31, 2021, with monthly updates on the last day of the month through April 30, 2024, the Treasurer shall provide a log of all Claim Receipts to Village League at an email address designated by Village League. The log shall contain the name and address of the Claimant, the date the Claim was received by the Treasurer's Office, the Claim Number assigned to the Claim, the date the Claim Receipt was delivered to the Claimant, and whether that delivery was by email or U.S. Mail.

36. County understands that the Claims process for taxpayer property tax refunds in this Agreement constitutes a mutually agreed-to administrative process to pay Refunds ordered in this case under the District Court's interpretation of the County's statutory refund obligations. The parties agreed to the Claims process in this Agreement for the County's benefit. County, Assessor and Treasurer agree that the Claims process will not be administered in an unduly restrictive manner to avoid creating unnecessary obstacles to the approval of Claims and the payment of Refunds. County, Assessor and Treasurer agree that Claim denials will be accompanied with an explanation of the reasons or reasons and Claimants will have the opportunity to submit corrected or amended claims.

E. IMPLEMENTATION WEBSITE

37. The Treasurer shall establish a website specifically for the implementation of this Agreement ("Implementation Website"). The Implementation Website shall be up and running no later than October 15, 2020.

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38. The Implementation Website shall contain the following information and forms and serve the following functions:

(a) Informational Statement:

The Treasurer shall post an informational statement ("Informational Statement") on the Website. The Informational Statement will be mutually agreed upon by County and Village League within twenty (20) business days of the Effective Date of this Agreement, and will explain the Refund and Claims process, set forth the Claim Deadline and Unlocated Original Owner Claim Deadline and provide instructions on how to make a Claim and submit it via the Implementation Website or U.S. Mail. Any changes to the Informational Statement shall be agreed to in writing in advance by County and Village League.

(b) Claim Form(s):

The Treasurer shall post the Claim Form(s) on the Website and ensure that it/they can be downloaded in a fillable PDF format and submitted online.

(c) Other Documents:

The Treasurer shall post on the Implementation Website any other documents that the Treasurer reasonably deems necessary to process any Refund ("Other Documents") and ensure the Other Documents can be downloaded in a fillable PDF format. Each Other Document shall be provided to and approved by Village League prior to posting on the Implementation Website.

(d) Secure Upload:

The Implementation Website shall permit Claimants to securely upload completed Claim forms and Other Documents to protect personal and confidential information contained on any and all submitted documents.

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F. NOTICE AND LOCATION OF ORIGINAL OWNERS

39. The Treasurer shall mail, via U.S. Mail, to the Original Owners of every Parcel identified on the Parcel List except those from whom Claims have already been received, a notice ("Notice"). The Notice will be mutually agreed upon by County and Taxpayers within twenty (20) business days of the Effective Date of this Agreement. The Treasurer shall include copies of the Informational Statement, Claim Form(s) and Other Documents with the mailed Notice.

40. The Notice shall name the Original Owner, identify the Parcel by APN and shall set forth the Treasurer's Refund Calculations as to that Parcel. The Notice shall also identify and provide the URL for the Implementation Website.

41. If the Original Owner is the current owner of record ("Current Owner") of the Parcel, the Notice shall be mailed not later than December 30, 2020.

42. On or before January 30, 2021, County shall provide Village League with a log of Original Owners to whom Notices were sent under Paragraph 41, including the name and address of the Original Owner and the APN of the Parcel.

43. If the Original Owner is not the Current Owner of the Parcel, the Treasurer and Assessor shall perform a search of official County records and determine whether the Original Owner is a current owner of record of any property within Washoe County. If so, the Treasurer shall mail the Notice not later than March 30, 2021, to the Original Owner's current address within Washoe County.

44. County shall use existing search programs and information within County's official records to locate any and all Original Owners who are neither Current Owners of any Parcel nor current owners of record of any property in Washoe County.

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(a) The Treasurer's Office shall mail the Notice not later than March 30, 2021 to all Original Owners who it is able to locate by March 15, 2021.

(b) On or before April 30, 2021, the County shall provide Village League with a log of Original Owners to whom Notices were sent after December 15, 2020, including the name and address of the Original Owner and the APN of the Parcel.

45. On or before April 30, 2021, County shall provide Village League with a list of all Original Owners it has been unable to locate by that date. Village League may engage in its own location efforts at its own cost and share the results of those efforts with the Treasurer. If Village League locates an Original Owner, the County shall send a Notice to the Original Owner at the address provided by Village League within one month after receiving that address.

46. County shall contract with a verified third-party location service to locate any Original Owners whose locations are not ascertained through County's existing search programs or otherwise by June 15, 2021, provided that:

(a) The third-party location service must agree that it will be paid only upon successful location of an Original Owner.

(b) Payment to the third-party location service shall be made through an offset of the Refund to be paid to the Original Owner, assuming the Original Owner timely submits a Claim.

(c) In the event an Original Owner is successfully located, but does not submit a timely Claim, the cost of the third-party location service will be borne by County. The selection of the third-party location service shall be subject to the approval of Village League.

47. The Treasurer shall issue a Notice to each Original Owner whose location is determined through the use of existing search programs, third-party location service or otherwise after March 15, 2021, within one month after ascertaining that Original Owner's address. Any

Notices sent after the Interest Accrual Holiday shall include updated Refund Calculations reflecting the resumption of interest accrual.

48. The Claim Deadline set forth in Paragraph 30 above does not foreclose Claims made by Claimants who the County had to employ advance search location efforts to locate and who are located after October 21, 2023. As to those later-located Claimants, a separate “Unlocated Original Owner Claim Deadline” is established, which runs two (2) months from the date that the Unlocated Owner is located and/or the date the Notice is mailed to the Unlocated Owner, whichever is later.

49. Except as otherwise provided in Paragraph 46 above, the costs of Notice shall be borne by County.

G. CLAIMANT VERIFICATION

50. Upon receipt of a Claim, the Treasurer shall verify that the Claimant making the Claim is an Original Owner of the Parcel or an Original Owner’s Successor for each Tax Year included in the Claim (“Verified Claimant”).

51. For a Claimant who is an Original Owner, the Treasurer may require a driver's license or similar proof of identity. The inclusion of an Original Owner on the Parcel List is presumptive proof of ownership of the associated Parcel.

52. For a Claimant who not an Original Owner, the Treasurer may require reasonable documentation to verify the Successor status of the Claimant.

53. The Treasurer shall not impose unduly restrictive or strict verification criteria and may only require production of the documents reasonably necessary to verify the identity of the Claimant as an Original Owner or Successor.

///

///

(a) The Treasurer shall not require that verification documents be presented in any form that cannot be uploaded to the Implementation Website, provided that the authenticity of the document is not in question.

(b) If the authenticity of the uploaded or printed copy of verification documents provided by the Claimant is not readily and reasonably ascertained, the Treasurer may require the production of a certified or otherwise authenticated copy of the verification documents.

54. The Treasurer shall notify the Claimant in writing of a finding of non-verifiability including the reasons for the finding. If the Claimant disputes the finding of non-verifiability, the dispute shall be determined through the Dispute Resolution provisions in Section I(I) below.

H. PAYMENT OF REFUNDS

55. County shall begin paying refunds to Verified Claimants no later than July 1, 2021.

56. County shall pay refunds in accordance with the following schedule:

(a) July 1, 2021 to December 31, 2021: Refunds shall be paid to all Verified Claimants who fall within the category of Original Owners that are the Current Owners of a Parcel. County and Taxpayers estimate that the number of Verified Claimants encompassed within this category is approximately 1,800.

(b) January 1, 2022 to December 31, 2023: Refunds shall be paid to Verified Claimants at the approximate rate of 1,800 in each six-month period of time.

(c) January 1, 2024 to June 21, 2024: All remaining Refunds will be paid.

(d) If the County commences paying Refunds prior to July 1, 2021, it shall do so at no less than an average rate of 300 Refunds per month for a minimum of 1,800 Refunds in each six-month period of time.

57. The Refund issuance rates set forth in Paragraph 56 establish a minimum processing rate and the Treasurer may, and is encouraged to, issue Refunds at a higher rate. All Refunds shall be paid on or before June 21, 2024.

58. Any complaint regarding the payment of a Refund will be resolved under the Dispute Resolution provisions in Section I(I) below.

I. DISPUTE RESOLUTION

59. Any individual taxpayer/property owner and/or the Village League ("Complainant") may bring a complaint regarding the eligibility of a Parcel for a Refund, the identity of an Original Owner or Successor, the failure to verify a Claim, the denial of a Claim, the calculation of a Refund, or any other action of the Treasurer and/or Assessor (a "Dispute") to the attention of the Treasurer and/or Assessor in writing. The writing shall set forth the basis of the dispute and be signed and dated by Complainant ("Dispute Notice"). The Complainant and the Treasurer and/or Assessor shall confer and use their best efforts to resolve the Dispute amicably and in a reasonably prompt time.

60. If the Dispute has not been resolved within thirty (30) days of the date of the Dispute Notice, the Complainant may submit the Dispute to non-binding mediation before a mutually selected and qualified mediator. The Complainant and the Treasurer and/or Assessor shall share equally in the costs and fees of mediation.

61. If Complainant chooses not to mediate the Dispute or if mediation is unsuccessful, the Complainant may file a motion in the Equalization Action. The motion will be determined on written briefs without a hearing and the District Court's determination shall be final and binding and not subject to appeal or review by extraordinary writ.

62. The Complainant as prevailing party before the District Court shall be entitled to recovery reasonable attorney's fees and costs incurred in relation to the motion. Because the

salaries of County attorneys and court costs are already paid by taxpayers generally, the Assessor and/or Treasurer as prevailing parties shall be entitled to the recovery of reasonable attorney's fees and costs only upon a finding by the Court that the Complainant brought the motion in bad faith.

J. REPORTING

63. On or before February 15, 2021, the Treasurer shall file a report with the District Court and provide copies to the Board of County Commissioners and Village League containing its Original Owner location efforts and results and its Refund Calculations by Parcel. On or before the fifth business day of the second month of the Interest Accrual Holiday, and on or before the fifth business day of each subsequent month until the last Refund Claim has been processed, the Treasurer shall file a report with the Board of County Commissioners and Village League identifying Refund payments by APN, taxpayer payee(s) and amount for the previous month.

64. A final report, mutually agreed upon by the County and Village League, shall be made to the Court no later than July 22, 2024.

II. DISMISSAL OF APPEAL, PENDING MOTIONS AND RELATED ACTIONS

A. DISMISSAL OF APPEAL

65. Within five (5) business days after this Agreement has been fully executed, the Parties shall enter into and file a stipulation in the Nevada Supreme Court providing for the dismissal of the Appeal contingent upon the District Court's approval of this Agreement and remanding the Equalization Action to the District Court for the purpose of making that determination. The stipulation shall provide for reinstatement of the Appeal if District Court approval is not granted and shall further provide that each Party shall bear their own attorney's fees and costs incurred in relation to the Appeal.

B. PENDING MOTIONS

66. Taxpayers filed in the District Court verified Memoranda of Costs and a Motion to Determine Interest. The County filed four post-judgment motions in the District Court: two Motions to Retax Costs, a Motion to Declare Judgment Void for Lack of Jurisdiction and a Motion to Stay the Decision. The State joined in all four County post-judgment motions. These five motions remain pending in the District Court ("Pending Motions").

67. Upon approval of this Agreement by the District Court and the incorporation of its terms and provisions in a Court Order, the Taxpayers' Memoranda of Costs shall be deemed withdrawn and the five Pending Motions shall all be dismissed as moot.

C. RELATED ACTIONS

68. Various individual Incline Village/Crystal Bay taxpayers filed lawsuits against the County and/or State seeking judicial review of decisions of the State Board of Equalization or otherwise based on unconstitutional valuation methodologies and/or failure of constitutionally mandated equalization for the 2003-2004 to 2007-2008 tax years to which the Washoe County Assessor's 2003 Incline Village/Crystal Bay residential property appraisal applied ("Related Actions"). Village League is or was a party to some but not all of these related actions.

69. The following related actions presently remain open, having been effectively stayed pending the resolution of the Equalization Action ("Related Actions"). The following list contains all pending Related Actions. In the event any other action is discovered that would be considered a Related Action, it is the intent of the Parties that all such other actions be included in this list:

(a) Village League to Save Incline Assets, Inc., Maryanne Ingemanson, et al., vs. State Of Nevada ex rel. State Board Of Equalization, et al., Case No. 05-1451A, in the First Judicial District Court, Carson City, Nevada.

(b) Leslie P. Barta, Maryanne Ingemanson, Trustee of the Larry D. and Maryanne B. Ingemanson Trust, vs. State of Nevada ex rel. State Board of Equalization; Washoe

County; Washoe County Assessor; Washoe County Treasurer, Case No. 06-00813A, in the First Judicial District Court, Carson City, Nevada.

(c) Village League to Save Incline Assets, Inc., Maryanne Ingemanson, Trustee of the Larry D. and Maryanne B. Ingemanson Trust, and those additional property owners listed on Exhibit 1, vs. State of Nevada ex rel. State Board of Equalization, Washoe County, Case No. 07-OC-01720-1B, in the First Judicial District Court, Carson City, Nevada.

(d) Charles Marvin, Gary Taylor and 400 Tuscarora Road, LLC., vs. State of Nevada ex rel. State Board of Equalization; State of Nevada ex rel, Department of Taxation and Nevada Tax Commission; Washoe County Board of Equalization, Washoe County Treasurer and Washoe County Assessor, Case No. 08-OC-00020-1B, in the First Judicial District Court, Carson City, Nevada.

(e) Theodore G. Harris, Robert J. Enneking, and Village League to Save Incline Assets, Inc., vs. State of Nevada ex rel. State Board of Equalization, Washoe County, et al., Case No. 08-OC-00032-1B, in the First Judicial District Court, Carson City, Nevada.

(f) Dean Ingemanson, Trustee of the Dean R. Ingemanson Individual Trust; Todd Lowe, Trustee of the Lowe Family Trust; Ian Jolley, Trustee of the Jolley Living Trust; J. Robert Anderson; Michael Holland; and V Park LLC, vs. State Of Nevada ex rel. State Board of Equalization; Washoe County; Josh Wilson, the Washoe County Assessor; and William Berrum, the Washoe County Treasurer, Case No. 09-OC-00332-1B, in the First Judicial District Court, Carson City, Nevada.

(g) Anders O. Field, Jr. and Tom Henderson vs. State of Nevada ex rel. State Board of Equalization, Washoe County, Josh Wilson, Washoe County Assessor; Tammi Davis, Washoe County Treasurer, Case No. 10-OC-00015-1B, in the First Judicial District Court, Carson City, Nevada. Case No. 10-OC-00015-1B has been consolidated with Case No. 09-OC-00332-1B.

70. Upon approval of this Agreement by the District Court and its incorporation in a Court Order, the Parties will take all reasonable actions, collectively and unilaterally, to cause the dismissal with prejudice of each of the Related Actions. Each stipulation and proposed order to dismiss each Related Action shall provide that each party to the action shall bear his/her/its own fees and costs incurred in relation to such Related Action.

III. GENERAL PROVISIONS

71. The Parties shall act in good faith, diligently, and in keeping with the intent of this Agreement in performing their obligations under this Agreement.

///

72. Taxpayers shall, and are entitled to, rely upon the integrity and good faith of the County, the County Assessor and the County Treasurer in performing their obligations under this Agreement.

73. Taxpayers will take no action to enforce Paragraph 4 of the Order portion of the October 21, 2019 Decision.

74. County covenants and agrees that its obligations under this Agreement are not dischargeable in bankruptcy.

75. If the County and Taxpayers determine a modification of this Agreement is necessary including, but not limited to, the modification of deadlines set forth above, such modification shall be in writing, duly approved by the County and Taxpayers and jointly presented to the District Court; any such modification shall only be effective if approved by order of the District Court.

76. Upon approval of this Agreement, the County and Village League shall prepare a joint press release to be issued at each Party's discretion.

77. County will not reduce distributions of property tax revenues to any taxing units within the County including the Washoe County School District, the Incline Village General Improvement District, and the North Lake Tahoe Fire Protection District, until the County starts paying refunds to Verified Claimants. After the County starts paying refunds to Verified Claimants, the reductions, if any, in the distribution of property tax revenues to taxing units within the County will be directly proportionate to, and will not exceed, the monies actually paid in refunds.

78. No Party will file any further motions with the District Court in this matter except for motions to enforce this Agreement and/or the Order of Approval, defined in Paragraph 87

///

below, motions to address an alleged breach of this Agreement or the Order of Approval, and motions filed pursuant to the Dispute Resolution provisions above.

79. In any such motion, the prevailing Party shall be entitled to recover its attorney's fees and legal costs and expenses.

80. Nothing in this Agreement or in the negotiations and discussions which gave rise to this Agreement is admissible in any matter other than the Equalization Action and does not contain, constitute or convey any Party's legal opinion of its terms and provisions other than that those terms and provisions are fair and reasonable.

81. Each Party shall bear his/her/its own attorney's fees and costs incurred in the Equalization Action, including those incurred in connection with the negotiation and preparation of this Agreement, up to and including the Effective Date of this Agreement.

82. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

83. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their successors and assigns.

84. This Agreement represents the entire understanding of the Parties and there are no other agreements or representations applicable to the subject matter governed by this Agreement.

85. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed an original and all of which shall together constitute one and the same agreement.

IV. APPROVAL BY THE PARTIES AND THE COURT

86. As reflected by the signature pages, this Agreement has been approved by Village League Board of Directors, the Board of County Commissioners, the State Board and the Department in properly noticed and conducted meetings.

87. This Agreement is contingent upon District Court approval of its terms and provisions and the entry of an "Order of Approval" approving and incorporating those terms and provisions.

88. Within five (5) business days after the Equalization Action has been remanded to the District Court pursuant to Paragraph 65 above, the Parties shall jointly file a request that the District Court consider and approve this Agreement, after holding a public hearing on the matter. A copy of this Agreement as executed shall be attached to the joint request.

89. Contemporaneously with the submission of the joint request for approval, the Parties shall submit to the District Court an agreed-upon proposed Order of Approval.

90. The Court will determine the form and means of notice to residential property owners of the hearing on this Agreement. Taxpayers and County will share equally the costs of such notice.

91. If the District Court requires modifications or changes to this Agreement before approving its terms and provisions, Taxpayers and County will determine if such modifications or changes are acceptable and will coordinate such further approvals as necessary by Village League Board of Directors, the Board of County Commissioners and the State. The State has consented to any modification or change in the Agreement acceptable to Taxpayers and County.

92. The Order of Approval shall provide that each Party will bear its own attorney's fees and costs incurred in the Equalization Action.

93. If the District Court does not approve the Agreement, as modified or not, the Appeal shall be reinstated and the pending motions shall proceed in the regular course to determination.

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V. EFFECTIVE DATE

94. The provision for the conditional dismissal of the Appeal in Paragraph 65 above is effective upon the date that this Agreement is signed by all the Parties listed as signatories. The remainder of this Agreement is effective upon the District Court's approval and the issuance of a written Order incorporating its terms and provisions (the "Effective Date").

The Parties to this Agreement, intending to be bound by its terms and provisions, sign below:

TAXPAYERS:

1) VILLAGE LEAGUE TO SAVE INCLINE ASSETS, INC.

By: 

Date: August 4, 2020

Todd Lowe, President, Village League Board of Directors

2) DEAN R. INGEMANSON, TRUSTEE OF THE
LARRY D. AND MARYANNE B. INGEMANSON TRUST

By: 

Date: 8/5/2020

Dean R. Ingemanson, Trustee

3) V. PARK, LLC

By: 

Date: 8/5/2020

Dean R. Ingemanson, Manager

4) TODD A. LOWE

By: 

Date: August 4, 2020

Todd A. Lowe

5) J. CARL COOPER

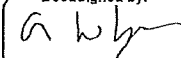
By: 

Date: 8/10/2020

J. Carl Cooper

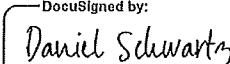
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6) ANDREW WHYMAN

DocuSigned by:
By: 
C1F73F4E1E5D414...
Andrew Whyman

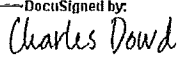
Date: 8/5/2020

7) DANIEL SCHWARTZ

DocuSigned by:
By: 
D50DB774515F4E6...
Daniel Schwartz

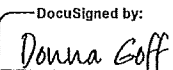
Date: 8/12/2020

8) CHARLES A. DOWD

DocuSigned by:
By: 
A16E1B6832314D5...
Charles A. Dowd

Date: 8/6/2020

9) DONNA GOFF

DocuSigned by:
By: 
609E08C5C0B349E...
Donna Goff

Date: 8/10/2020

10) ROBERT GOFF

By: _____
Robert Goff

Date: _____

11) ELLEN BAKST

By: _____
Ellen Bakst

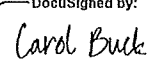
Date: _____

12) JANE BARNHART

DocuSigned by:
By: Jane Barnhart
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Jane Barnhart

Date: 8/11/2020

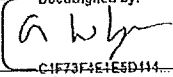
13) CAROL BUCK

DocuSigned by:
By: 
49DE9F64187F4DB...
Carol Buck

Date: 8/11/2020

///
///

6) ANDREW WHYMAN

DocuSigned by:
By: 
CIF73F4E1E5D444
Andrew Whyman

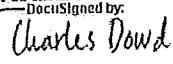
Date: 8/5/2020

7) DANIEL SCHWARTZ

By: _____
Daniel Schwartz

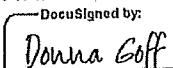
Date: _____

8) CHARLES A. DOWD

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By: 
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Charles A. Dowd

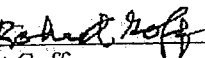
Date: 8/6/2020

9) DONNA GOFF

DocuSigned by:
By: 
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Donna Goff

Date: 8/10/2020

10) ROBERT GOFF

By: 
Robert Goff

Date: 8/11/2020

11) ELLEN BAKST

By: _____
Ellen Bakst

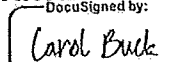
Date: _____

12) JANE BARNHART

By: _____
Jane Barnhart

Date: _____

13) CAROL BUCK

DocuSigned by:
By: 
48DE9F64187F3DB
Carol Buck

Date: 8/11/2020

///
///

6) ANDREW WHYMAN

By: _____
Andrew Whyman

Date: _____

7) DANIEL SCHWARTZ

By: _____
Daniel Schwartz

Date: _____

8) CHARLES A. DOWD

By: _____
Charles A. Dowd

Date: _____

9) DONNA GOFF

By: _____
Donna Goff

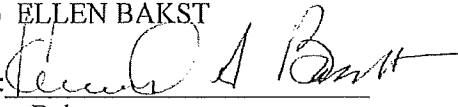
Date: _____

10) ROBERT GOFF

By: _____
Robert Goff

Date: _____

11) ELLEN BAKST

By: 
Ellen Bakst Kenneth S. Bakst, Attorney-in-fact
for Ellen Bakst

Date: 08-10-2020

12) JANE BARNHART

By: _____
Jane Barnhart

Date: _____

13) CAROL BUCK

By: _____
Carol Buck

Date: _____

///
///

14) LARRY WATKINS

DocuSigned by:
By: Lance C Watkins Trustee
Larry Watkins

Date: 8/7/2020

15) DON WILSON

DocuSigned by:
By: Don Wilson
Don Wilson

Date: 8/7/2020

16) PATRICIA WILSON

DocuSigned by:
By: Patricia A Wilson
Patricia Wilson

Date: 8/7/2020

17) AGNIESZKA WINKLER

DocuSigned by:
By: Agnieszka Winkler
Agnieszka Winkler

Date: 8/12/2020

WASHOE COUNTY:

1) WASHOE COUNTY

By: _____
Robert Lucey, Chair,
Washoe County Board of County Commissioners

Date: _____

2) WASHOE COUNTY ASSESSOR

By: _____
Michael Clark, Washoe County Assessor

Date: _____

3) WASHOE COUNTY TREASURER

By: _____
Tammi Davis, Washoe County Treasurer

Date: _____

14) LARRY WATKINS

By: _____
Larry Watkins

Date: _____

15) DON WILSON

By: _____
Don Wilson

Date: _____

16) PATRICIA WILSON

By: _____
Patricia Wilson

Date: _____

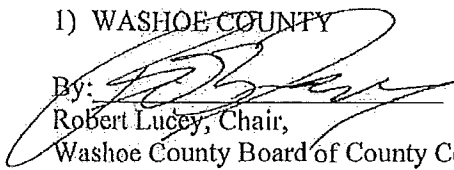
17) AGNIESZKA WINKLER

By: _____
Agnieszka Winkler

Date: _____


WASHOE COUNTY:

1) WASHOE COUNTY

By: 
Robert Lucey, Chair,
Washoe County Board of County Commissioners

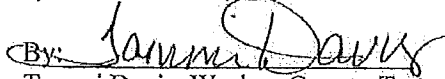
Date: 8/10/20

2) WASHOE COUNTY ASSESSOR

By: 
Michael Clark, Washoe County Assessor

Date: 8-7-2020

3) WASHOE COUNTY TREASURER

By: 
Tammi Davis, Washoe County Treasurer

Date: 8/7/2020

STATE OF NEVADA:

1) STATE BOARD OF EQUALIZATION

Benjamin Q.

By: Johnson

Benjamin Johnson, Chair

Digitally signed by Benjamin Q. Johnson
DN: cn=Benjamin Q. Johnson, o=Johnson
Village League Taxpayers, ou=Village League Taxpayers, email=benjamin@villageleaguetaxpayers.com, c=US
Date: 2020.08.25 17:09:18 -0700

Date: 08/25/2020

2) DEPARTMENT OF TAXATION

By:

Name

Title

[Signature]
Jeffrey Mitchell
Deputy Director Taxation

Date: 8/25/20

Approved as to form:

SNELL & WILMER L.L.P.

By:

Suellen Fulstone

Attorneys for Village League Taxpayers

Date:

DYER LAWRENCE, LLP

By:

Norman J. Azevedo & Jessica C. Prunty

Attorneys for Bakst Taxpayers

Date:

AARON D. FORD

Attorney General

By:

Michelle D. Briggs

Senior Deputy Attorney General

Attorneys for State of Nevada, State Board of Equalization and Department of Taxation

Date:

CHRISTOPHER J. HICKS

Washoe County District Attorney

By:

Herbert B. Kaplan, Deputy District Attorney
Attorneys for Washoe County, Washoe County
Assessor and Washoe County Treasurer

Date:

STATE OF NEVADA:

1) STATE BOARD OF EQUALIZATION

By: _____
Benjamin Johnson, Chair

Date: _____

2) DEPARTMENT OF TAXATION

By: _____
Name
Title

Date: _____

Approved as to form:

SNELL & WILMER L.L.P.

By: Suellen Fulstone
Suellen Fulstone
Attorneys for Village League Taxpayers

Date: Aug. 24, 2020

AZEVEDO & PRUNTY

By: Norman J. Azevedo & Jessica C. Prunty
Norman J. Azevedo & Jessica C. Prunty
Attorneys for Bakst Taxpayers

Date: Aug 24, 2020

AARON D. FORD
Attorney General

By: Michelle D. Briggs
Michelle D. Briggs
Senior Deputy Attorney General
Attorneys for State of Nevada, State Board of Equalization and Department of Taxation

Date: 8/24/20

CHRISTOPHER J. HICKS
Washoe County District Attorney

By: _____
Herbert B. Kaplan, Deputy District Attorney
Attorneys for Washoe County, Washoe County
Assessor and Washoe County Treasurer

Date: _____

EXHIBIT LIST

- | | |
|-----------|--|
| Exhibit A | State, County, Taxpayer February 4, 2020 Agreement |
| Exhibit B | County and Taxpayer February 4, 2020 Implementation Plan Agreement |

EXHIBIT A

State Board of Equalization Statement

2/4/20

The State Board will put on its next agenda an action item to withdraw the appeal in this case.

If the County and Village League agree to withdraw the appeal, the State Board participants will recommend approval of the withdrawal. The Department of Taxation agrees to withdraw their appeal in this case if Washoe County and Village League, et. al. come to agreement to settle this matter.

All parties will bear their own fees and costs. The State Board and Department will sign the settlement agreement prepared by the Taxpayers and County, as well as a stipulation to dismiss the appeal.

State Board Participants

John + Schuffert
BV

AG for State Board + Department

[Signature]

Backst Respondents

[Signature]

[Signature]

Washoe County Parties

[Signature]

[Signature]
Village League Respondents

EXHIBIT B

Implementation Plan Agreement

- In the case of multiple owners in a single tax year, multiple refunds payments shall be made prorated based on the number of days of ownership within each of the tax year during which ownership changed.
- The Treasurer will create a website and post on that website a claim form and related requisite documents required by her office to be submitted by individual taxpayers
- Upon location of individual taxpayers, the County will send an individual notice of property tax refunds available and will enclose any requisite forms for taxpayers to claim (and the County to process) refunds.
- The Village League will not oppose an application to the Court by the County to discharge any obligation for refunds payable to un-locatable parties subject to the following conditions:
 - (a) a search program to be provided by the County subject to approval by the Village League ;
 - (b) a verification of search efforts and results program to be provided by the County subject to approval by the Village League.
 - (c) a 3 year deadline from the date of the district court order (October 21, 2019) within which period the aforementioned programs must be adequately applied
 - (d) nothing in this agreement shall preclude the Village League from engaging in its own location efforts at its own costs and providing to the County.
- Implementation Period
 - Taxpayers are free to file claims at any time (whether or not they have received notice from the County)
 - The County will complete its location efforts and send notices to located taxpayers within 2 years of the October 21, 2019
 - The County will make all reasonable and best efforts to pay refunds in a prompt manner
 - All taxpayers must submit claim forms and any other requisite documents to the County no later than 2 years and six months from the date of the October 21, 2019 order and failure to do so acts as bar to receiving a refund.
 - All refunds to be paid within 3 years by the 3rd anniversary of the order (October 21, 2022)
- How Much
 - After Assessor sets constitutional assessed values for each property as directed in the order the Treasurer shall determine the amount of excess taxes paid for each of the three tax years.
 - The excess taxes paid calculation shall incorporate the appropriate tax abatement level for each parcel for the 2005/6 tax year.
 - That net amount of excess taxes paid shall be the actual taxes paid less the recalculated amount due and adjusted for any previous excess tax amounts refunded.
 - Treasurer shall calculate interest due for each of the excess tax payment periods based upon the net amount of excess taxes paid.

Implementation Plan Agreement

The parties will enter into a stipulated implementation order approving a settlement agreement. The parties understand this is a lengthy and potentially complicated process and agree to cooperate and be flexible to resolve issues as they arise

Below is a conceptual outline of terms which will form the basis for further refinement and drafting of the final settlement agreement which will be presented to the parties' governing boards for final approval:

- This plan modifies and clarifies numbered paragraphs 7 and 8 of the October 21, 2019 Order. The remaining paragraphs of the October 21, 2019 Order and all other provisions of the Findings of Fact, Conclusions of Law, Decision and Order are confirmed.
- The final agreement of the parties will not be effective until the Village League Board, Board of County Commissioners, State Board of Equalization and the District Court have approved its terms and those terms have been incorporated into a Court order. Any future amendment of that order shall be jointly presented by the County and Village League to the Court and will be effective only with the Court's approval.
- State/County will take all necessary actions to dismiss their joint appeal and to withdraw their post-judgment motions to stay, to void the judgment and to retax costs. Taxpayers will withdraw their memoranda of costs and cooperate as required in those actions.
- No party will file any further motions in this matter other than for breach of or to enforce the final agreement and/or court order, excepting the application referenced below.
- All parties will bear their own attorneys fees and costs
- The prevailing party or parties in any action for breach of the final agreement or for enforcement of any of its terms is/are entitled to recover its/their attorneys' fees and expenses in their entirety without objection from the non-prevailing parties.
- The subject and substance of this plan does not convey the legal opinion of any party and is not admissible in another venue.
- All other pending actions concerning property taxes assessed and collected on Incline Village/Crystal Bay residential real property for the tax years 2003-2004 through 2008-2009, inclusive, will be dismissed with prejudice. The parties agree to cooperate in effecting such dismissal and all parties to bear their own fees and costs in such actions.
- Refund recipients
 - No refunds will be paid until after July 1, 2020
 - Refunds of excess tax payments for the tax years 2003-2004, 2004-2005, and 2005-2006 shall be paid with respect to all residential properties within Incline Village/Crystal Bay based on the Assessor's compliance with numbered paragraphs 5 and 6 of the District Court's October 21, 2019 Order. List of parcels will be attached to settlement agreement.
 - Refunds shall be made to the person/entity making the claim, subject to verification by the Treasurer, for each of the three tax years.

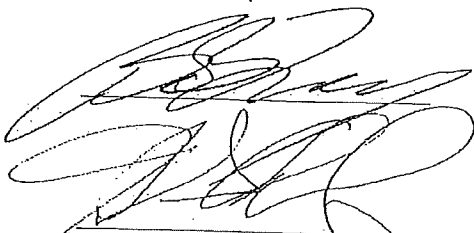

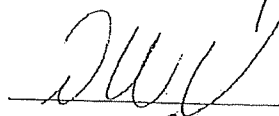

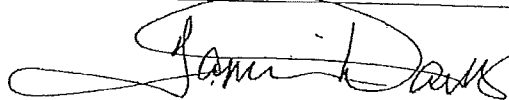
Implementation Plan Agreement

- The sum of interest due and excess taxes equals the total refund amount payable.
- Interest By Period
 - Interest accrual and Rate
 - The interest rate for all periods prior to and up until the date of the order shall be 6.0%
 - Interest accrual start date, regardless of when payment was originally made, for the 2003 tax year on the date of the last payment due date of 1st Monday in March of 2004.
 - Interest accrual start date, regardless of when payment was originally made, for the 2004 tax year on the date of the last payment due date of 1st Monday in March of 2005.
 - Interest accrual start date, regardless of when payment was originally made, for the 2005 tax year on the date of the last payment due date of 1st Monday in March of 2006.
 - Except as specifically excluded, interest shall accrue until the date the refund or credit for excess taxes is made.
 - Interest accrual holiday
 - Interest accrual shall be suspended beyond the date of the October 21, 2019 order for two years. Any refund of excess taxes made before October 21, 2021 shall bear no additional interest beyond interest accumulated prior to October 21, 2019.
 - Interest on deferred payments
 - After October 21, 2021 interest accrual on the unrefunded net excess taxes will resume at the interest rate of 6% and shall be added to the interest due on unrefunded net excess taxes prior to the date of the order.
- Refund Process and Reporting
 - Treasurer's communication, forms and documents require review and approval by Village League
 - Reporting
 - County reports to Court and Village League the results of refund calculations
 - Beginning with the month following final approval of the settlement and order by the district court, the Treasurer will make monthly reports to the County Commission and the Village League of location effort/results, refund calculations and payments by parcel and amount
 - Reporting continues until last refund is paid at the end of the implementation period
 - The Treasurer will cooperate and communicate with the Village League on any individual taxpayer issues that arise through implementation
- Miscellaneous
 - Taxpayers will rely on integrity of County, Treasurer and Assessor to perform their obligations under the court's order

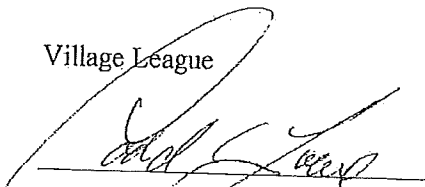
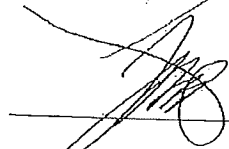
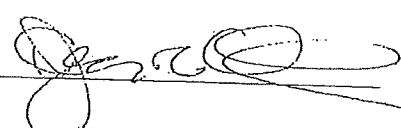
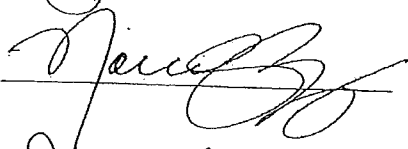
Implementation Plan Agreement

- o Upon approval by the County Commission, the County and Village League shall prepare and issue a joint press release
- o The parties have 4 weeks to prepare a written settlement agreement; thereafter the Village League Board, Board of County Commissioners and State Board shall approve the settlement agreement within 2 weeks, or as soon thereafter as possible.

Washoe County



Mark Burke




Village League





Duellen Fulstone