

1 Christopher D. Thomas (10482)
christopher.d.thomas@squiresanders.com
2 Matthew L. Rojas (025030)
matthew.rojas@squiresanders.com
3 Cheyenne C. Walsh (029757)
cheyenne.walsh@squiresanders.com
4 SQUIRE SANDERS (US) LLP
5 One East Washington Street, Suite 2700
Phoenix, Arizona 85004
6 Telephone: 602-528-4000
7 Facsimile: 602-253-8129
8 *Attorneys for Town of Youngtown and
Agua Fria Ranch Homeowners' Association*

9 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

10 **IN AND FOR THE COUNTY OF MARICOPA**

11 THE TOWN OF YOUNGTOWN, a
12 political subdivision of the State of Arizona;
and AGUA FRIA RANCH
13 HOMEOWNERS' ASSOCIATION, INC.,
14 an Arizona Non-Profit Corporation
Plaintiffs,

15 vs.

16 OLIVE AVENUE, LLC, an Arizona
17 Corporation; SALT RIVER MATERIALS
GROUP,
18 Defendants.

Case No. 2013-010072

**NOTICE OF DISMISSAL *WITHOUT*
PREJUDICE**

(Assigned to the Honorable
Douglas Gerlach)

19 Pursuant to Rule 41(a)(1), Plaintiffs the Town of Youngtown and the Agua Fria
20 Ranch Homeowners' Association ("Plaintiffs") give notice of the voluntary dismissal of
21 this action against Defendants Olive Avenue, LLC and Salt River Materials Group
22 ("Defendants").

23 The Plaintiffs and Defendants have reached a settlement agreement in this matter.
24 *See Settlement Agreement and Release of Claims*, attached hereto as Exhibit A. This
25 dismissal is without prejudice and is filed before the Defendants have served an answer or
26 motion for summary judgment in this case. This notice is thus effective without order of

1 the Court. *See* Rule 41(a)(1)(A). All parties will bear their own attorneys' fees and costs.

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RESPECTFULLY SUBMITTED this 31st day of October, 2013.

/s/Matthew L. Rojas
Christopher D. Thomas
Matthew L. Rojas
Cheyenne C. Walsh
SQUIRE SANDERS (US) LLP
Attorneys for Plaintiffs Town of
Youngtown and Agua Fria Ranch
Homeowners' Association

ORIGINAL of the foregoing filed electronically
via AZ-Turbo Court this 31st day of October, 2013.

COPY of the foregoing mailed this
31st day of October, 2013 to:

Robert Roos
Matthew Bingham
Laura Pasqualone
Lewis and Roca LLP
19th Floor
40 North Central Avenue
Phoenix, Arizona 85004-4429
*Attorneys for Salt River Materials Group &
Olive Avenue, LLC*

/s/ Linda Acevedo

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

PARTIES AND DATE:

This Settlement Agreement and Mutual Release (the "Agreement") is entered into this 28th day of October, 2013, by and between the Town of Youngtown, a political subdivision of the State of Arizona ("Town"); the Agua Fria Ranch Homeowners' Association, Inc., an Arizona non-profit corporation ("HOA") (together, the "Plaintiffs"); Michael LeVault; Kathryn French; Julie Cole; John Rigg; and Zac Robinson; (together, the "Leaders") on the one hand and Olive Avenue, LLC, an Arizona limited liability company ("Olive Avenue"); and Salt River Materials Group ("SRMG"), a division and subordinate economic organization of the Salt River Pima-Maricopa Indian Community (Olive Avenue and SRMG together, the "Defendants"); on the other. The Agreement refers to each of the Town, the HOA, the Leaders, Olive Avenue and SRMG either individually as a "Party" or collectively as "Parties."

RECITALS:

- A. Olive Avenue is the Owner of certain property located along the Agua Fria River just north of Olive Avenue in unincorporated Maricopa County, Arizona (the "Property"). The legal description of the Property is attached as Exhibit 1.
- B. SRMG is developing and will operate a sand and gravel mine (the "Facility") on the Property.
- C. The Agua Fria Ranch neighborhood is adjacent to the Property and lies entirely within the municipal boundaries of the Town. A legal description of the Agua Fria Ranch neighborhood is attached as Exhibit 2.
- D. SRMG holds a Floodplain Use Permit (the "Permit") for the Facility which Permit was issued by the Flood Control District of Maricopa County ("Flood Control District"). In February 2012, SRMG applied to reactivate the Permit and the Flood Control District acted upon that request on or about April 8, 2013. On or about May 10, 2013, Plaintiffs appealed the Flood Control District's action to the Floodplain Review Board. The Floodplain Review Board dismissed the appeal after a hearing held on June 26, 2013. The Plaintiffs appealed the dismissal to the Board of Directors of the Flood Control District and that appeal is currently pending. The appeal to the Floodplain Review Board and the appeal to the Board of Directors of the Flood Control District are referred to herein as the "FCD Proceedings."
- E. On or about July 23, 2013, the Plaintiffs filed a Complaint and Application for a Temporary Restraining Order against the Defendants in the Superior Court of Arizona, Maricopa County Cause No. 2013-010072 (the "Lawsuit"). In the Lawsuit, the Plaintiffs (a) allege claims for private nuisance, public nuisance, and trespass, and (b) request that the court issue a preliminary and permanent injunction against the Defendants' development and operation of the Facility. Defendants deny any liability in this lawsuit.
- F. SRMG has constructed an earthen berm (the "Berm") on the Property. The Berm encloses the area of the Property to be mined. Along the eastern side of the Property, the Berm

as constructed is approximately 10 feet high, 72 feet wide from toe-to-toe, and has a 3:1 slope on the outside and inside faces of the berm.

G. The Parties desire to settle and resolve amicably the disputes between them as set forth herein.

COVENANTS:

In consideration of the foregoing Recitals and the mutual promises and covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged by the Parties, the Parties agree as follows:

1. Agreement Regarding Operations. The Defendants agree to the following terms with respect to the development and operation of the Facility:
 - a. The Berm will not be materially modified with respect to its dimensions as constructed, except for the Berm extension described in 1(c) below.
 - b. SRMG's consultant has performed additional HEC-RAS modeling that models the north entrance to the Agua Fria Ranch drainage channel absent the blockage created by Agua Fria Ranch. The Town Engineer, Mr. Grant Anderson, has reviewed the engineering summary of the model produced by SRMG's consultant and is reasonably satisfied that there presently is no imminent or apparent danger to structures, life or property and that the Berm and berm extension do not increase the risk of flooding to the Neighborhood.
 - c. Within 30 days after execution of this Agreement by all Parties, SRMG will submit an application to the Flood Control District to modify the Permit to allow SRMG to extend the Berm along the east side of the Property and west of North Agua Fria Ranch Road approximately 100 feet to the northern property line of the Property. Plaintiffs and Leaders agree that they will not oppose this application or otherwise participate in the Flood Control District's evaluation or processing of this application. Provided that the Flood Control District approves the requested modification, SRMG will extend the Berm as provided within 60 days of the Flood Control District's approval.
 - d. Activities on the Property that lies east of the Agua Fria River will be limited to excavation of the earth, transportation of excavated material, and all related activities including but not limited to dust control, maintenance of the Facility and equipment, reclamation, and site preparation activities such as chipping, grinding, grubbing and vegetation removal. These activities may be conducted any time between dawn and dusk but not after dusk or before dawn.
 - e. All material processing and manufacturing at the Facility will occur on the southwest corner and west side of the Property on the west side of the Agua Fria River as delineated on the attached Exhibit 3 (hereinafter "Plant Site"). As of the date of this Agreement, the highest elevation of the floor of the Plant Site is 1093

(NAVD88) (hereinafter the "Plant Site Elevation"). The grade of the Plant Site shall not be raised above the Plant Site Elevation so long as SRMG conducts material processing and manufacturing on the Plant Site. Material processing and manufacturing as used in this paragraph includes all activities authorized in any permit held by Defendants or which might in the future be held by Defendants and any activity authorized in the reclamation plan for the Property as such plan may be amended from time to time including but not limited to crushing, screening and washing of non-metallic minerals, manufacturing of concrete or asphalt, equipment maintenance.

- f. Within three months of the execution of this Agreement by all Parties, SRMG will construct a decorative, composite rail fence similar to the fence at Defendants' facility at 67th Avenue and Southern between the Berm and North Agua Fria Ranch Road.
- g. Within six months of the execution of this Agreement by all Parties, SRMG will plant limited desert vegetation on the eastern face of the Berm along North Agua Fria Ranch Road. Within two months after SRMG commences regular excavation / mining activities on the east side of the Agua Fria River, SRMG will landscape the eastern face of the Berm along North Agua Fria Ranch Road in a manner that is similar to SRMG's existing berm at the 67th Avenue and Southern site. For purposes of this paragraph, regular excavation / mining activities will be deemed to have commenced when SRMG performs excavation on the Property for purposes of producing product for sale for at least three days during any one week period. Notwithstanding the foregoing, the Town has informed SRMG that it may have a water source that SRMG may be able to use to irrigate landscaping before SRMG commences regular excavation / mining activities at the Facility. The Parties agree to work cooperatively in exploring opportunities to accelerate the landscaping process through the Town providing a source of irrigation water, electric power and any property necessary for access to such water and electric power prior to the commencement of regular excavation / mining activities. If the Town is able to provide a suitable source for irrigation water on the west side of Agua Fria Ranch Road, electric power and any property necessary for access to such water and electric power and such that SRMG can install an irrigation system, SRMG will complete the landscaping within three months after the Town provides the water source, electric power and access to necessary property.
- h. Within three months of the execution of this Agreement by all Parties, Defendants will install a sign, similar in size to the one displayed in the southwest corner of the Property, on the eastern side of the Property and approximately at the Olive Avenue property line and the north point of the Agua Fria Ranch Homeowner's Association park north of the Quick Trip market. This sign will reference SRMG as the operator of the facility and provide a contact phone number for questions and concerns.
- i. Within three months after the execution of this agreement by all Parties, SRMG will research the feasibility of changing the reverse beeping on SRMG's

equipment to duck quacks, dog barks, or something other than a standard backup warning signal, and report the results of this research to the Plaintiffs. This provision does not require the Defendants to use anything other than the standard backup warning signal and in no event will SRMG be asked or required to impose such a requirement on any equipment not owned by SRMG, *i.e.*, equipment onsite belonging to vendors, suppliers, lessors, customers, etc. of SRMG.

- j. Within three months of the execution of this Agreement by all Parties, SRMG will install and maintain a three-wire barbed wire fence on the eastern edge of the top of the Berm to discourage bikes and other vehicles from accessing the berm.

2. Release and Covenant Not to Sue. Except for the rights and obligations set forth in this Agreement, the Parties release one another from all claims with regard to the Facility that exist as of the date of this Agreement, including any and all existing claims, causes of action, liabilities, injuries, losses, damages, expenses, demands, or suits of whatever kind or nature (hereinafter "Claim") which have existed or may have existed through the date of this Agreement. In addition, Plaintiffs covenant not to file any claims against Defendants alleging that the presence of the mine or operation of it as agreed to herein by themselves constitute tortious conduct, including but not limited to, nuisance or trespass. Notwithstanding the foregoing two sentences, this release and covenant does not preclude the filing of future claims that do not exist as of the date of this Agreement, including but not limited to claims such as in the event of flooding arising from the Berm. Before asserting any such claims in any court, Plaintiffs and Leaders agree to (1) give notice of any complaints about SRMG's operations to SRMG and to allow SRMG a reasonable time to address such complaints; and (2) notify the governmental agency responsible for the issuance of any permit held by SRMG of any alleged permit violation(s) and to allow SRMG a reasonable amount of time to resolve such allegation.

3. Appeal of Floodplain Use Permit. Within ten days of the execution of this Agreement by all Parties, Plaintiffs shall withdraw their appeal of the Permit now before the Board of Directors of the Flood Control District of Maricopa County.

4. Dismissal of Lawsuit. Within ten days of the execution of this Agreement by all Parties, Plaintiffs shall file a notice of dismissal of the Lawsuit without prejudice. Notwithstanding that the dismissal is without prejudice, Plaintiffs and the Leaders acknowledge that the release and covenant not to sue set forth above shall be given full effect and that Plaintiffs and the Leaders may not assert against Defendants any Claim regarding, relating to, or arising out of the Facility or its operation that existed as of the date of this Agreement, whether or not asserted in the Lawsuit. The Lawsuit is being dismissed without prejudice to address Plaintiffs' concerns about their ability to assert the same causes of action alleged in the Lawsuit in the future based on changed circumstances or conduct that occurs after the execution of this Agreement. For avoidance of doubt, the Parties agree that the release does not extend to claims or causes of action that accrue after the date of this Agreement based on changes to the Berm, the floodplain, or neighboring properties. The form of notice which Plaintiffs shall file is attached as Exhibit 4.

5. No Other Pending Claims; No Claims Transferred. Plaintiffs represent and warrant that other than the Lawsuit and FCD Proceedings there are no other claims, charges,

complaints lawsuits, or any similar matters of any kind filed or initiated by the Plaintiffs, on the Plaintiff's behalf, or for the Plaintiffs' benefit presently pending against the Defendants, in any forum whatsoever, including, without limitation, in any Arizona state court or in the United States District Court for the District of Arizona, or before any federal or state administrative agency, board, or governing body.

6. Attorneys' Fees. Each Party shall be responsible for its own costs, attorneys' fees, and expenses incurred in the resolution of this matter. However, if any party files suit or takes other action to enforce any term or provision of this Agreement, then the prevailing party in such action shall be entitled to an award of its reasonable attorneys' fees and costs as awarded by the Court.

7. Access to HOA's Newsletter. Plaintiffs will facilitate communication between Defendants and the members of the HOA by allowing Defendants to include mutually approved inserts in newsletters sent to by the HOA to its members. Such inserts shall be prepared at Defendants' expense. If newsletters are distributed by email, the insert provided by Defendants shall be transmitted as an attachment to such email.

8. Public Announcement. Within sixty days after the execution of this Agreement by all Parties, The Town will convene a town hall meeting to allow all Parties to jointly present this Agreement to the public.

9. Recording of Agreement. The Parties agree that a copy of this Agreement will be recorded in the official records of Maricopa County along with a legal description of the Agua Fria Ranch Subdivision. Plaintiffs will prepare and make such recording and provide a copy of same to Defendants.

10. Further Actions. The Parties shall take all actions reasonably necessary to carry out the provisions and purposes of this Agreement.

11. No Admission of Fault. It is specifically understood and agreed that this Agreement is a compromise, settlement, and satisfaction of disputed claims between the Parties. This settlement does not constitute, and shall not be construed, as an admission of liability or fault by any Party hereto.

12. Sovereign Immunity. Nothing in this Agreement shall be construed as or constitute evidence of a waiver of sovereign immunity by either SRMG or Olive Avenue. SRMG and Olive Avenue continue to reserve the right to claim they are entitled to sovereign immunity as a division and subordinate economic organization of the Salt River Pima-Maricopa Indian Community. In the event that SRMG or Olive Avenue asserts sovereign immunity in an action to enforce this Agreement, then the release and covenant set forth in Section 2 shall be null and void.

13. Binding Effect. The Parties acknowledge and agree that this Agreement shall be binding upon them, those in privity with them, their heirs, executors, administrators, successors, assigns, and trustees.

14. Severable Agreement. If any provision of this Agreement is held to be illegal invalid or unenforceable for any reason, such provision shall be fully severable from the Agreement and the remaining provisions shall be fully enforceable and effective notwithstanding the severance of the offending clause.

15. Integration Clause. The Parties agree that they are not relying on any representations, promises, statements, or agreements except those specifically and expressly contained in or incorporated by reference into this Agreement. The Parties agree that this Agreement constitutes the sole, complete, and final record of their understandings and agreement with respect to the subject matters addressed herein. This Agreement supersedes any and all prior or contemporaneous negotiations, representations, oral agreements, or understandings between the Parties and is the final agreement of the Parties with respect to the subject matters addressed herein.

16. No Oral Modifications. This Agreement shall not be modified or amended except by a written instrument signed by all of the Parties.

17. Advice of Counsel. The Parties acknowledge that they have had sufficient opportunity to consult with an attorney to review the terms and legal effect of this Agreement, including the release, at each Party's own expense, and the Parties acknowledge that they are satisfied with this Agreement and fully understand its terms and effect.

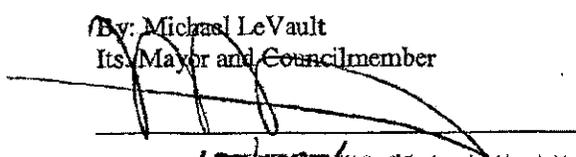
18. Authority to Execute. Each Party executing this Agreement warrants that he or she has read this Agreement and is legally empowered and authorized to execute the Agreement on behalf of the Party for which he or she acts. Copies of the resolutions passed by the Town and the HOA approving this Agreement are attached as Exhibits 5 and 6, respectively.

19. Executed in Counterparts. This Agreement may be executed in one or more counterparts, that, when compiled together, whether copy, fax, or digital image, shall be considered as one original document.

[SIGNATURE PAGES TO FOLLOW]

TOWN OF YOUNGTOWN

By: Michael LeVault
Its: Mayor and Councilmember



10/27/13

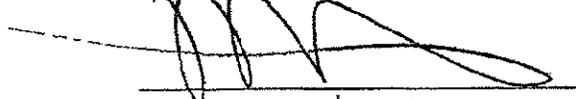
AGUA FRIA RANCH HOMEOWNERS
ASSOCIATION

By: Kathryn French
Its: President

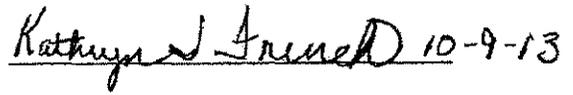


10-9-13

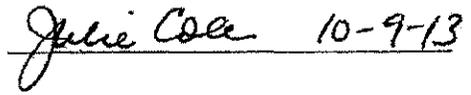
MICHAEL LEVAULT


10/17/13

KATHRYN FRENCH


10-9-13

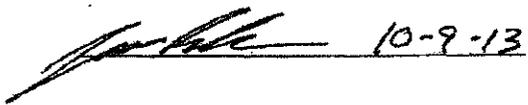
JULIE COLE


10-9-13

JOHN RIGG


10-9-13

ZAC ROBINSON


10-9-13

OLIVE AVENUE, LLC

By: 
Its: President

SALT RIVER MATERIALS GROUP

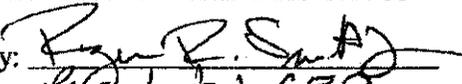
By: 
Its: President & CEO

EXHIBIT 1

Exhibit 1

LEGAL DESCRIPTION

Those certain placer mining claims (Patented) described as follows:

AVENUE 0 GROUP CLAIM, embracing the East half of the Southwest quarter of Section 25, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; and

LUKE GROUP 2 CLAIM, embracing the West half of the East half of Section 25, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the following Parcels A to F:

Parcel A:

The North 32.00 feet of the South 65.00 feet of the East half of the West half of said section 25;

Parcel B:

The North 32.00 feet of the South 55.00 feet of the West half of the East half of said Section 25;

Parcel C:

The North 315.00 feet of the South 380.00 feet of the East 250.00 feet of the West 904.98 feet of the West half of the East half of said Section 25;

Parcel D:

The North 105.00 feet of the South 170.00 feet of the West 150.00 feet of the East 845.02 feet of the East half of the West half of said Section 25.

Parcel E:

The North 10 feet of the South 75 feet of the West half of the East half of said Section 25; Except the East 250 feet of the West 904.98 feet of said West half of the East half of Section 25.

Parcel F:

The North 15 feet of the South 80 feet of the East 200 feet of the West 477.49 feet of the East half of the West half of said Section 25.

AND

EXCEPT any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, claimed or known to exist within the above described premises on October 19, 1960 as reserved in Patent from United States of America.

For Informational Purposes Only, the tax parcel of said land as shown in the Maricopa County Assessor's Office is: APN 501-99-003B; 501-99-003G and 501-99-003E.

EXHIBIT 2

EXHIBIT 2

This Settlement Agreement references the "Agua Fria Ranch Subdivision" as identified in the Final Plat of "Agua Fria Ranch" in Youngtown, Arizona. The Plat is dated April 15, 2003 and is recorded in Maricopa County as document RBF #45-101306. The final plat contains the following legal description, incorporated herein by reference.

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATE IN THE EAST HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 25, MONUMENTED BY A 2 INCH IRON PIPE, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 25, MONUMENTED BY A 1 ½ INCH IRON PIPE BEARS AS A BASIS OF BEARINGS SOUTH 00°04'45" EAST, A DISTANCE OF 2640.79 FEET;

THENCE SOUTH 00°04'45" EAST, ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, A DISTANCE OF 2640.79 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 25, MONUMENTED BY A 1 ½ INCH IRON PIPE;

THENCE SOUTH 00°05'56" EAST, ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25, A DISTANCE OF 2575.87 FEET TO A POINT FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 25, MONUMENTED BY A 1/2 INCH REBAR WITH LS CAP NUMBER 31020 BEARS SOUTH 00°05'56" EAST, A DISTANCE OF 65.01 FEET;

THENCE NORTH 89°21'53" WEST, ALONG A LINE PARALLEL WITH AND 65.00 FEET NORTHERLY OF THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25, A DISTANCE OF 1322.58 FEET TO A POINT MONUMENTED BY A ½ INCH REBAR WITHOUT A CAP;

THENCE NORTH 00°04'35" WEST, ALONG THE WESTERLY LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 25, A DISTANCE OF 2574.41 FEET TO A POINT MONUMENTED BY A ½ INCH REBAR WITH LS CAP NUMBER 31020;

THENCE NORTH 00°03'56" WEST, ALONG THE WESTERLY LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 25, A DISTANCE OF 2639.30 FEET TO A POINT LYING ON THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, MONUMENTED BY A ½ INCH REBAR WITH LS CAP NUMBER 31020;

THENCE SOUTH 89°29'31" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 1320.92 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 6,978,155 SQUARE FEET OR 160.1964 ACRES.

SAID LANDS SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD, IF ANY.

EXHIBIT 3

EXHIBIT 4

DRAFT

1 Christopher D. Thomas (10482)
christopher.d.thomas@squiresanders.com
2 Matthew L. Rojas (025030)
matthew.rojas@squiresanders.com
3 Cheyenne C. Walsh (029757)
cheyenne.walsh@squiresanders.com
4 SQUIRE SANDERS (US) LLP
5 One East Washington Street, Suite 2700
6 Phoenix, Arizona 85004
7 Telephone: 602-528-4000
8 Facsimile: 602-253-8129
*Attorneys for Town of Youngtown and
Agua Fria Ranch Homeowners' Association*

9 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

10 **IN AND FOR THE COUNTY OF MARICOPA**

11 THE TOWN OF YOUNGTOWN, a
12 political subdivision of the State of Arizona;
13 and AGUA FRIA RANCH
HOMEOWNERS' ASSOCIATION, INC.,
14 an Arizona Non-Profit Corporation
15 Plaintiffs,

15 vs.

16 OLIVE AVENUE, LLC, an Arizona
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18 Defendants.

Case No. 2013-010072

**NOTICE OF DISMISSAL *WITHOUT*
PREJUDICE**

(Assigned to the Honorable
Douglas Gerlach)

19 Pursuant to Rule 41(a)(1), Plaintiffs the Town of Youngtown and the Agua Fria
20 Ranch Homeowners' Association ("Plaintiffs") give notice of the voluntary dismissal of
21 this action against Defendants Olive Avenue, LLC and Salt River Materials Group
22 ("Defendants").

23 The Plaintiffs and Defendants have reached a settlement agreement in this matter.
24 See Settlement Agreement and Release of Claims, attached hereto as Exhibit A. This
25 dismissal is without prejudice and is filed before the Defendants have served an answer or
26 motion for summary judgment in this case. This notice is thus effective without order of

DRAFT

1 the Court. *See* Rule 41(a)(1)(A). All parties will bear their own attorneys' fees and costs.

2

RESPECTFULLY SUBMITTED this ___ day of October, 2013.

3

4

/s/ _____

5

Christopher D. Thomas

6

Matthew L. Rojas

7

Cheyenne C. Walsh

8

SQUIRE SANDERS (US) LLP

9

Attorneys for Plaintiffs Town of

Youngtown and Agua Fria Ranch

Homeowners' Association

10

ORIGINAL of the foregoing filed electronically
via AZ-Turbo Court this ___ day of October, 2013.

11

12

COPY of the foregoing mailed this
___ day of October, 2013 to:

13

14

Robert Roos

15

Matthew Bingham

16

Laura Pasqualone

17

Lewis and Roca LLP

19th Floor

18

40 North Central Avenue

Phoenix, Arizona 85004-4429

19

Attorneys for Salt River Materials Group &

Olive Avenue, LLC

20

21

/s/ Linda Acevedo _____

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EXHIBIT 5

RESOLUTION NO. 13-26

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF YOUNGTOWN AUTHORIZING THE MAYOR TO APPROVE AND EXECUTE AN AMENDED SETTLEMENT AGREEMENT, BY AND BETWEEN THE TOWN OF YOUNGTOWN; THE AGUA FRIA RANCH HOMEOWNERS' ASSOCIATION, INC., THE OLIVE AVENUE, LLC, AND THE SALT RIVER MATERIALS GROUP, A DIVISION AND SUBORDINATE ECONOMIC ORGANIZATION OF THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY

WHEREAS, the Salt River Materials Group holds a Floodplain Use Permit for a sand and gravel mine operation adjacent to the boundaries of Youngtown and the Agua Fria Ranch Homeowners Association, Inc.; and

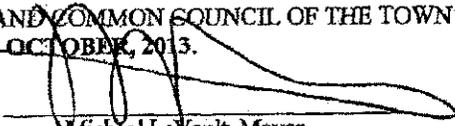
WHEREAS, Youngtown and the Agua Fria Ranch Homeowners Association, Inc. filed a Complaint and Application for a Temporary Restraining Order against Olive Avenue, L.L.C. and the Salt River Materials Group alleging claims for private nuisance, public nuisance, and trespass which litigation is pending; and

WHEREAS, the Parties have reached an agreement to resolve the outstanding litigation and permit appeals which was approved by the Town of Youngtown and the Agua Fria Ranch Homeowners Association, Inc. on October 3, 2013 to which minor amendments are needed to fully resolve all outstanding issues; and.

WHEREAS, to the extent possible, the Mayor and Common Council of the Town of Youngtown desire to protect the health and property of its residents and the public who visit and do business in its borders.

NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN OF YOUNGTOWN, that the Mayor is authorized to enter into an amended Settlement Agreement and is authorized to execute the Settlement Agreement with Agua Fria Ranch Homeowners Association, Inc., the Olive Avenue, LLC and the Salt River Materials Group.

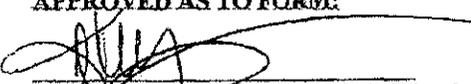
PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF YOUNGTOWN, ARIZONA, ON THIS 17 DAY OF ~~OCTOBER~~, 2013.


Michael LeVault, Mayor

ATTEST:


Diane Cordova, Town Clerk

APPROVED AS TO FORM:


Curtis Goodwin, Sullivan, Udall & Schwab, PLC,
Town Attorneys
by Kelly Y. Schwab

I hereby certify that the above foregoing Resolution No. 13-26 was duly passed by the Common Council of the Town of Youngtown, Arizona at a special meeting held on October 17, 2013, and that a quorum was present thereat and that the vote thereon was 7 ayes and 0 nays and 0 abstentions. 0 Councilmembers were absent or excused.



Diane Cordova, Town Clerk
Town of Youngtown, Arizona

EXHIBIT 6

AGUA FRIA RANCH Homeowners Association
Board of Directors Meeting
October 9, 2013 - 7:30 p.m.

Minutes

Board Members Present: Kathryn French, President
John Rigg, Secretary
Julie Cole, Treasurer
Zac Robinson, Member-at-Large

Management Present: Jackie Monty, Community Manager, Ogden Realty

1. Call Meeting to Order
Kathryn French called the meeting to order at 7:35 p.m. and introduced the Board. Quorum was met with 4 board members present. The 11 homeowners present were welcomed and asked to sign in and register for the drawing.
2. Guest Speaker(s)
 - A. Attorney Matthew Rojas – the Board and town and have signed a Settlement Agreement with Olive Ave LLC (SRMG) Mining
3. Announcements
 - A. Community Yard Sale: October 19th – 7am to Noon
 - B. Christmas Decorating Contest: Decorations may be displayed 30 days before the holiday, with judging being done on December 15th – 17th.
 - C. Youngtown Winter Miracle-Saturday: December 7th – 5pm-8pm
 - D. Movie-in-the-Park: November 16th - movie will begin 30 minutes after sunset
4. General Discussion – Member Comments and Concerns
 - A. Resident, Steve Summers, mentioned the structure being built on the property behind his house. The board has already addressed the issue, with steps for legal process in play – the resident has been served papers advising him to remove the structure. Resident, Domingo, mentioned the street parking issue. Jackie will follow-up with resident to discuss the option of a parking permit.
5. Review and Approve September 11, 2013 Meeting Minutes
Upon motion by Kathryn French and second by Julie Cole, the Board approved the September 11, 2013 meeting minutes as presented.
6. Financial Review – August 2013
Julie Cole reviewed the financial report. Upon motion by Julie Cole, and second by John Rigg, the Board approved the financial report for August 2013 as presented.
7. Old Business
 - A. Olive Ave LLC (SRMG) Mining Update – attorney suggested making formal agreement
 - B. Report on GAIN Event – Mayor LeVault reported this event was a success
 - C. Program for guest parking permits – Jackie Monty reported the trial period is free for 14 days. If the decision is made to continue after the trial period, it is \$49 per month, with no contract requirements.

AGUA FRIA RANCH Homeowners Association

- D. Dog Park(s) – TABLED
 - 1. Near 115th Drive and Green
 - 2. Retention Drainage Ditch
 - E. Coyote Crossing Park Parking – TABLED (Youngtown Parking Task Force in process)
8. New Business
- A. Coyote Crossing Park – Upon motion by John Rigg, and second by Zac Robinson, the Board authorized Kathryn French to pursue getting a professional assessment for design of the park area.
 - B. Benches/trash cans at bus stops – Kathryn French proposed the consideration of placing benches and trash cans by 3-4 bus stops. Residents are encouraged to report any inappropriate trash disposal.
 - C. Appoint new Board Member(s) – John Rigg proposed, and Zac Robinson seconded, the appointment of Nancy Levine and Mark Galvin to the Board for a 1-year term.
 - D. Upon the motion by Kathryn French, and second by John Rigg, the Board accepted the settlement agreement with Olive Ave LLC (SRMG) Mining as signed.
 - E. Upon motion by John Rigg and second by Zac Robinson, the Board moved to accept the proposal for the drainage easement on Agua Fria Ranch Parkway.
 - F. Drawing-HOA Attendance: Lana Sadeldeen won \$10 Safeway gift certificate
9. Next Meeting: **ANNUAL MEETING (with Elections) — November 13, 2013 at 7:00 pm**
(Light dinner will be served)
10. Adjournment
Upon motion by Kathryn French and seconded by Zac Robinson, the meeting adjourned at 8:50 pm.