

**NO. 219-01855-2015**

(Consolidated with Cause No. 199-02143-215, *Arch Resorts, LLC v. The City of McKinney, Texas*, by Order entered on July 15, 2015)

<b>ARCH RESORTS, LLC,</b>	§	<b>IN THE DISTRICT COURT</b>
<i>Plaintiff and Counter-Defendant,</i>	§	
v.	§	
<b>THE CITY OF MCKINNEY, TEXAS,</b>	§	
<i>Defendant, Counter-Plaintiff,</i>	§	
<i>and Third-Party Plaintiff,</i>	§	
<b>and RICK HERZBERGER, CHIEF</b>	§	<b>OF COLLIN COUNTY, TEXAS</b>
<b>BUILDING OFFICIAL OF THE CITY OF</b>	§	
<b>MCKINNEY, TEXAS,</b>	§	
<i>Defendant,</i>	§	
v.	§	
<b>COLLIN COUNTY, TEXAS,</b>	§	
<i>Third-Party Defendant</i>	§	
	§	
	§	
	§	<b>219th JUDICIAL DISTRICT</b>

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is made by and between Defendant, Counter-Plaintiff, and Third-Party Plaintiff the City of McKinney, Texas (“McKinney”) and Third-Party Defendant Collin County, Texas (“Collin County”). This Agreement is made on the terms set forth below.

**Background**

Plaintiff Arch Resorts LLC (“Arch Resorts”) sued the McKinney in 2015 in connection with its proposed development of an R.V. Resort. As one of the issues in the case involved the County’s permitting authority in McKinney’s ETJ, the court ordered

McKinney to join the County as a Third-Party Defendant, which McKinney subsequently did. Arch Resorts and McKinney, through a separate agreement, have agreed to settle their claims against one another. McKinney and Collin County seek, through this agreement, to settle claims against one another.

### **Terms**

For good and sufficient consideration, the receipt of which is acknowledged, the parties to this Agreement agree and stipulate that:

1. McKinney agrees to dismiss all claims asserted against Collin County in this action.
2. McKinney agrees to reimburse Collin County for its reasonable attorneys' fees and costs incurred in this litigation, such fees and costs totaling Nineteen Thousand Five Hundred Ten and 76/100 Dollars (\$19,510.76), such amount inclusive of the fees and expenses incurred by Greg Hudson and co-counsel Robert Davis. Such reimbursement shall be paid by McKinney to Collin County upon the execution of this Agreement.
4. Collin County agrees that in exchange for payment of the foregoing sums by McKinney that it will dismiss all claims alleged against McKinney in this action.
5. The parties agree to file with the Court the Notices of Nonsuit appended hereto as Exhibits A and B.
6. The terms of this Agreement are contractual and not mere recitals, and the agreements made herein and the mutual consideration transferred are to

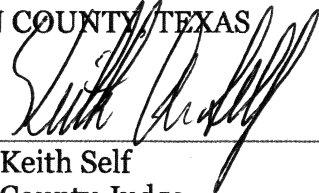
compromise disputed claims fully, and nothing in this Agreement shall be construed as an admission of fault or liability by either McKinney or Collin County, all fault and liability being expressly denied by all parties to this Agreement.

7. McKinney and Collin County warrant that their respective officials whose signatures are set forth below are duly authorized to execute this Agreement on their behalf and that each representative has read this Agreement and fully understands it to be a compromise and settlement and release of all claims that McKinney and Collin County may have against one another arising out of the matters described in this Agreement.
8. This Agreement shall become effective, and be deemed to have been executed, on the date on which the last of the undersigned parties sign this Agreement.

CITY OF MCKINNEY, TEXAS

COLLIN COUNTY, TEXAS

By: \_\_\_\_\_  
Name: Paul Grimes  
Title: City Manager

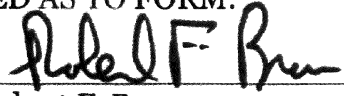
By:  \_\_\_\_\_  
Name: Keith Self  
Title: County Judge

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Name: Robert F. Brown  
Firm: Brown & Hofmeister L.L.P

By: \_\_\_\_\_  
Name: J. Greg Hudson  
Firm: Hudson & O'Leary L.L.P

Date: 11-6-17

Date: \_\_\_\_\_

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**ARCH RESORTS, LLC,**

*Plaintiff and Counter-Defendant,*

v.

**THE CITY OF MCKINNEY, TEXAS**

*Defendant, Counter-Plaintiff, and Third-Party Plaintiff*

v.

**COLLIN COUNTY, TEXAS,**

*Third-Party Defendant*

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**IN THE DISTRICT COURT**

**OF COLLIN COUNTY, TEXAS**

**219<sup>TH</sup> JUDICIAL DISTRICT**

**DEFENDANT CITY OF MCKINNEY'S NOTICE OF NONSUIT OF THIRD PARTY CLAIMS**

TO THE HONORABLE COURT:

Pursuant to Texas Rule of Civil Procedure 162, Defendant, City of McKinney, Texas files this Notice of Non-Suit, non-suiting with prejudice, to its claims against Third-Party Defendant Collin County, Texas.

Respectfully submitted,

BROWN & HOFMEISTER LLP

By: \_\_\_\_\_

Robert F. Brown  
State Bar No. 03164725



740 East Campbell Road, Suite 800  
Richardson, Texas 75081  
Telephone: (214) 747-6100  
Facsimile: (214) 747-6111

**ATTORNEYS FOR DEFENDANT,  
CITY OF MCKINNEY, TEXAS**

**CERTIFICATE OF SERVICE**

I hereby certify by my signature below that a true and correct copy of Defendant City of McKinney's NOTICE OF NONSUIT was served via the Court's electronic filing system to the following counsel of record on this \_\_\_\_\_ day of \_\_\_\_\_, 2017:

Greg Hudson  
HUDSON & O'LEARY LLP  
1010 Mopac Circle, Suite 201  
Austin, Texas 78746

Arthur J. Anderson  
WINSTEAD PC  
500 Winstead Building  
2728 N. Harwood Street  
Dallas, Texas 75201

*/s/ Robert F. Brown*  
\_\_\_\_\_  
Robert F. Brown

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**ARCH RESORTS, LLC,**

*Plaintiff and Counter-Defendant,*

v.

**THE CITY OF MCKINNEY, TEXAS**

*Defendant, Counter-Plaintiff, and Third- Party Plaintiff*

v.

**COLLIN COUNTY, TEXAS,**

*Third- Party Defendant*

§ **IN THE DISTRICT COURT**

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**OF COLLIN COUNTY, TEXAS**

**219<sup>TH</sup> JUDICIAL DISTRICT**

**THIRD PARTY DEFENDANT COLLIN COUNTY'S NOTICE OF NONSUIT OF CLAIMS AGAINST DEFENDANT CITY OF MCKINNEY, TEXAS**

TO THE HONORABLE COURT:

Pursuant to Texas Rule of Civil Procedure 162, Third Party Defendant Collin County, Texas files this Notice of Non-Suit, non-suiting with prejudice, to its claims against Defendant City of McKinney, Texas.

Respectfully submitted,

**HUDSON & O'LEARY LLP**

By: /s/ J. Greg Hudson

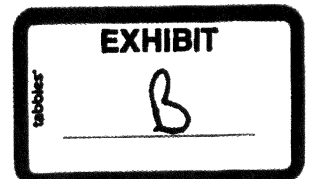
J. Greg Hudson

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1010 MoPac Circle

Suite 201

Austin, Texas 78746



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(512) 441-1501(telecopier)  
[ghudson@holaw.net](mailto:ghudson@holaw.net)

**MATTHEWS, SHIELS, KNOTT, EDEN,  
DAVIS & BEANLAND, L.L.P.**

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Dallas, Texas 75251  
972/234-3400 (office)  
972/234-1750 (telecopier)  
[bdavis@mssattorneys.com](mailto:bdavis@mssattorneys.com)

**ATTORNEYS FOR COLLIN COUNTY,  
TEXAS, THIRD PARTY DEFENDANT**

**CERTIFICATE OF SERVICE**

I hereby certify by my signature below that a true and correct copy of Third Party Defendant Collin County, Texas' NOTICE OF NONSUIT was served via the Court's electronic filing system to the following counsel of record on this \_\_\_\_\_ day of \_\_\_\_\_, 2017:

Robert F. Brown  
BROWN & HOFMEISTER LLP  
740 East Campbell Road, Suite 800  
Richardson, Texas 75081

Arthur J. Anderson  
WINSTEAD PC  
500 Winstead Building  
2728 N. Harwood Street  
Dallas, Texas 75201

*/s/ J. Greg Hudson*

\_\_\_\_\_  
J. Greg Hudson