

JUDICIAL BRANCH OF ARIZONA  
IN MARICOPA COUNTY  
ALTERNATIVE DISPUTE RESOLUTION

Gerald Freeman, et al.  
PLAINTIFF

Case Number: CV2012-092643

Vs

Agreement Between the Parties  
Pursuant to A.R.Civ.P. Rule 80 (D)

Town of Cave Creek, et al.  
DEFENDANT

FULL SETTLEMENT (Final)  
 PARTIAL SETTLEMENT between all parties but Sorchyck

This is the time set for the Settlement Conference held January 21, 2014  
(DATE)  
before Judge *Pro Tempore* Paula Williams.  
(NAME)

The assigned Judge on this case is Hon. David Talamante

Attending this conference are:

Plaintiff     Plaintiff's Counsel     Defendant     Defendant's Counsel     Interpreter  
 Other *pro per Sorchyck*

The parties in this matter have completed the settlement conference and have reached the *attached* following agreement and shall be considered a binding agreement pursuant to Rule 80 (D) of the Arizona Rules of Civil Procedure:

**PLAINTIFF(S):**

Gerald Freeman  
Plaintiff - Print Name

Gerald Freeman  
Plaintiff's Signature

Janice Freeman  
Plaintiff - Print Name

Janice B. Freeman  
Plaintiff's Signature

Plaintiff - Print Name

\_\_\_\_\_  
Plaintiff's Signature

Plaintiff - Print Name

\_\_\_\_\_  
Plaintiff's Signature

Steven C. Mchaffy  
Counsel for Plaintiff - Freemans

SCM  
Counsel for Plaintiff's Signature

Counsel for Plaintiff – Print Name

\_\_\_\_\_  
Counsel for Plaintiff's Signature

Counsel for Plaintiff – Print Name

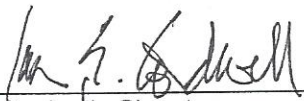
\_\_\_\_\_  
Counsel for Plaintiff's Signature

Counsel for Plaintiff – Print Name

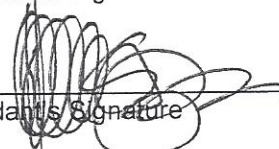
\_\_\_\_\_  
Counsel for Plaintiff's Signature

**DEFENDANT (S):**

Town of Cave Creek  
Defendant – Print Name

 IAN E. CORDWELL  
\_\_\_\_\_  
Defendant's Signature

Cahava Springs Corp  
Defendant – Print Name

 MARK SUPP  
\_\_\_\_\_  
Defendant's Signature

Defendant – Print Name

\_\_\_\_\_  
Defendant's Signature

Defendant – Print Name

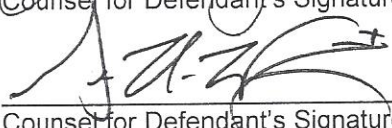
\_\_\_\_\_  
Defendant's Signature

Jeffrey T. Murray

Counsel for Defendant – Town of Cave Creek

  
\_\_\_\_\_  
Counsel for Defendant's Signature

George U. Winney  
Counsel for Defendant – Cahava Springs Corp.

  
\_\_\_\_\_  
Counsel for Defendant's Signature

Counsel for Defendant – Print Name

\_\_\_\_\_  
Counsel for Defendant's Signature

Counsel for Defendant – Print Name

\_\_\_\_\_  
Counsel for Defendant's Signature

1. The Town will not require or allow a non-motorized trail on the Cahava Springs property to be completed so long as either Gerald or Janice Freeman resides on their property at least half time.
2. Cahava Springs will dedicate a 15 feet-wide recorded easement for the eventual construction of a non-motorized trail. The trail easement will be adjacent to and/or subsumed within the roadway right-of-way described in the following paragraph. The Town will pay for the construction of the non-motorized trail.
3. If Cahava Springs formally subdivides and develops its properties, it will construct a dedicated roadway/easement from Old Stage Road to 48<sup>th</sup> Street with access to Freemans' and Sorchych properties at the Pertl Confluence or between the Pertl Confluence and the Freemans' east property line. The roadway will consist of a 22 feet-wide paved road, 5 feet-wide shoulders on either side. Upon completion of the roadway, and in accordance with all applicable laws and ordinances, the Town will inspect and accept the right-of-way. Upon acceptance, the existing easement over Cahava Springs' property will be extinguished.
4. If Cahava Springs does not receive final approval for a plat, Cahava Springs will not construct a non-motorized trail on its property so long as either Gerald or Janice Freeman resides on their property at least half time.
5. If Cahava Springs abandons construction of the new roadway, it will return the existing roadway to its condition as of the commencement of construction or better.
6. The Town will waive Cahava Springs' preliminary and final plat application fees. However, to the extent there are any fees and costs associated with giving public notice or advertisement of the plat, Cahava Springs shall be responsible for those fees and costs.
7. The parties will keep the terms of this agreement confidential to the extent permitted by law.
8. The parties will bear their own fees and costs and dismiss the lawsuit.
9. This settlement is subject to the Town council's approval.