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OFFICIAL RECORD
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FIRST AMERICAN TITLE COMPANY

Assessor's Parcel Number: 1420-18-301-004

Recording Requested By:

Name: First American Title

Address: 11073 Lucerne St

City/State/Zip: Minden, NV 89423

Real Property Transfer Tax: 0

Douglas County - NV
Werner Christen - Recorder
Page: 1 of 11 Fee: 24.00
BK-0907 PG-6597 RPTT: # 0



Order Approving First & Final Account
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

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DOUGLAS COUNTY
DISTRICT COURT CLERK
DARRELL S. LIPPIN
CLERK
J. ROGERS DEPUTY

IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF DOUGLAS

IN THE MATTER OF THE ESTATE

OF

ALICIA LAURA SMALLEY,
Deceased.

ORDER APPROVING FIRST AND FINAL
ACCOUNT AND APPLICATION FOR FEES
AND FINAL DISTRIBUTION

STEPHEN NICHOLAS, the duly appointed Personal Representative of the Estate of ALICIA LAURA SMALLEY, deceased, and pursuant to NRS 150.080 and 150.110, as the Personal Representative, having rendered to the Court his First and Final Account, Application for Fees, and Final Distribution of the estate, and a hearing thereon having been had in open Court on September 24, 2007, due notice of which was proved; and no person objecting; and the Court having reviewed the evidence, the papers, and considered the matter; and it appearing:

I.
DECEDENT

That ALICIA LAURA SMALLEY, hereinafter called decedent, died on or about December 16, 2006, being at the time of her death a resident of Douglas County, State of Nevada, leaving certain real and personal property situate or located in the State of Nevada.

II.
LAST WILL AND TESTAMENT

That decedent left a Will dated and duly executed on October 15, 2006, and that a copy of the said Will was duly approved, allowed, and admitted to probate on February 26, 2007.



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III.
APPOINTMENT OF PERSONAL REPRESENTATIVE

That on February 26, 2007, this Court, following a hearing on a Petition for Probate of Will and Issuance of Letters Testamentary, duly filed and lawfully noticed, granted administration herein, and appointed petitioner, STEPHEN NICHOLAS the Personal Representative of decedent's estate, upon his qualifying, and he qualified on the same date, and Letters Testamentary were issued, and ever since he has been, and now is, the duly qualified and acting Personal Representative of the estate of decedent.

IV.
NOTICE TO CREDITORS

That on March 7, 2007, STEPHEN NICHOLAS caused first publication of Notice to Creditors of decedent to be made, requiring creditors to present their respective claims within ninety (90) days from date of first publication of Notice to Creditors; and that publication was made in *THE RECORD-COURIER*, a newspaper of general circulation, printed and published in Douglas County, State of Nevada, and was made in the time and in the manner required by law; and the time for presenting claims against said estate, as fixed by said Notice to Creditors, expired on June 5, 2007, and that one claim by Omnium for Seven-Thousand-Seven-Hundred-Sixty (\$7,760) was filed against the estate.

That on January 24, 2007, the State of Nevada, Director of the Department of Human Resources, was sent a Notice to Creditors via U.S. Mail. The office of the Director of the Department of Human Resources, did not file a claim against the estate.

V.
FEDERAL INCOME/ESTATE TAX

That the value of the estate on the date of death of decedent was such that it was not necessary for the petitioner to file a Federal Estate Tax Return, Form 706 with the INTERNAL REVENUE SERVICE (IRS). All personal Federal Income Tax Returns, Forms 1040, for the decedent's estate have been timely filed with the IRS. A tax refund is expected in the amount of Six-Thousand-Nine-

1 Hundred-Seventy-Two-Dollars (\$6,972). The income earned by the estate during the administration
2 was such that it was not necessary for STEPHEN NICHOLAS to file a Fiduciary Federal Income Tax
3 Return, Form 1041.

4
5 VI.
6 INVENTORY AND APPRAISEMENT

7 That STEPHEN NICHOLAS filed herein an Inventory and Valuation Report on August 20,
8 2007, and that the estate of the decedent consists of real and personal property valued at Two-Hundred-
9 Twenty-Eight-Thousand-Three-Hundred-and-Fourty-Nine-Dollars-and-Sixty-Six-Cents (\$228,349.66).

10 VII.
11 HEIRS AND NEXT-OF-KIN

12 That the names, relationships, ages, and addresses of the heirs and next-of-kin of decedent, so
13 far as known to STEPHEN NICHOLAS , are as follows:

13	<u>NAME</u>	<u>RELATIONSHIP</u>	<u>AGE</u>	<u>ADDRESS</u>
14	Brook Adie	Daughter	Over 21	3272 Plymouth Drive Minden, NV 89423
15	Darin Arigoni	Son	Over 21	15104 N.E. 154 th Street Woodinville, WA 98072
16	Drew Arigoni	Son	Over 21	P. O. Box 2511 Gardnerville, NV 89410
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20 VIII.
21 DEVISEES

22 That the names, relationships, ages, and addresses of the devisees of decedent, so far as known
23 to STEPHEN NICHOLAS , are as follows:

23	Brook Adie	Daughter	Over 21	3272 Plymouth Drive Minden, NV 89423
24	Darin Arigoni	Son	Over 21	15104 N.E. 154 th Street Woodinville, WA 98072
25	Drew Arigoni	Son	Over 21	P. O. Box 2511 Gardnerville, NV 89410
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1 Devises have agreed to distribute the estate, pursuant to the Distributees' Settlement
2 Agreement.

3 VIII.
4 FIRST AND FINAL ACCOUNT

5 That the petitioner's First and Final Account of the Estate of ALICIA LAURA SMALLEY,
6 deceased, showed a detailed listing of assets and expenditures of said estate currently valued at Two-
7 Hundred-Forty-Four-Thousand-Eighty-Five-Dollars-and-Ninety-Eight-Cents (\$244,085.98).

8 IX.
9 PERSONAL REPRESENTATIVE'S SERVICES RENDERED

10 That STEPHEN NICHOLAS rendered services as Personal Representative's of the Estate of
11 ALICIA LAURA SMALLEY, deceased, as follows:

- 12 1. Collected and credited all income due the estate.
- 13 2. Paid various expenditures and administrative expenses.
- 14 3. Arranged for the sale and transfer of the real property to Brook Adie.

15 X.
16 PERSONAL REPRESENTATIVE'S FEES

17 That STEPHEN NICHOLAS rendered services as Personal Representative of the Estate of
18 ALICIA LAURA SMALLEY, deceased, and pursuant to NRS 150.020, is entitled to be compensated
19 for his services as Personal Representative to the Estate, as follows:
20

21	Inventory and Appraisal Value	\$244,085.98
22	Increase in Value	
23	TOTAL VALUE	<u>\$244,085.98</u>
24	4% of first \$15,000.00	\$600.00
25	3% of next \$85,000.00	\$2,550.00
26	2% of balance of \$144,085.98	\$2,881.72
27	Total Personal Representative's fee	\$6,031.72

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XII.
COSTS OF CLOSING ESTATE

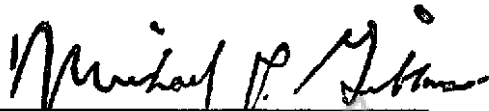
That certain expenses normal and usual in connection with the closing of such an estate may become due and payable in an amount of approximately One Thousand-Dollars (\$1,000.00).

XIII.
DECREE

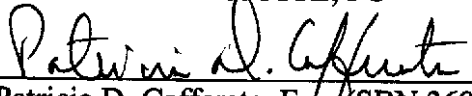
NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The First and Final Account filed herein by STEPHEN NICHOLAS, Personal Representative of the Estate of ALICIA LAURA SMALLEY, deceased is settled, approved, allowed, and confirmed;
 2. That STEPHEN NICHOLAS, the Personal Representative, is authorized to distribute the balance of the estate of the decedent, now known or hereafter discovered, to the heirs as agreed upon and memorialized in the *Distributees' Settlement Agreement*;
 3. That STEPHEN NICHOLAS, the Personal Representative, is authorized to pay to himself the amount of Six-Thousand-and- Thirty-One-and Seventy-Two-Cents (\$6,031.72) as and for his services rendered to the estate as Personal Representative;
 4. That STEPHEN NICHOLAS, the Personal Representative, is authorized to pay attorneys' fees to JENKINS LAW OFFICE, PC in the amount of Five-Thousand-Five-Hundred-Seventy-One-Dollars (\$5,571) as a reasonable attorneys' fee for ordinary services rendered to the Personal Representative during the probate of the above-entitled estate; and to approve Forty-Five-Dollars (\$45) as reimbursement for costs and expenses advanced by said attorneys;
 5. That STEPHEN NICHOLAS, the Personal Representative, is authorized to pay the legal fees and closing costs of the estate up to One-Thousand -Dollars (\$1,000.00);
 6. That STEPHEN NICHOLAS, the Personal Representative, is authorized to do all the things necessary and proper to effectuate such distributions; and upon making of such distributions, to release and discharge STEPHEN NICHOLAS from his duties herein;
- and

1 7. For such other and further relief as the Court may deem just and proper in the
2 premises.

3 
4 DISTRICT JUDGE

5
6 Respectfully Submitted By:
7 JENKINS LAW OFFICE, PC

8 
9 Patricia D. Cafferata, Esq. (SBN 3690)
10 423 W. Plumb Lane
11 Reno, Nevada 89509
12 Telephone (775) 324-9970
13 Fax (775) 324-9971

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25 **CERTIFIED COPY**

26 The document to which this certificate is attached is a
27 full, true and correct copy of the original on file and of
28 record in my office.

DATE: 9/24/07
Barbara J. Griffin, Clerk of the 9th Judicial District Court
of the State of Nevada, In and for the County of Douglas.

By:  -7- Deputy

BK- 0907
PG- 6604



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Exhibit "B"

DISTRIBUTEES' SETTLEMENT AGREEMENT

This DISTRIBUTEES' SETTLEMENT AGREEMENT (hereafter, "Agreement"), dated this 21 day of September 2007, is entered into by and between Drew Arigoni of P.O. Box 2511, Gardnerville, NV, 89410 (hereafter "Drew"), Darin Arigoni of 15104 N.E. 154th Street, Woodinville, WA, 98072 (hereafter "Darin"), and Brook Adie of 3272 Plymouth Drive, Minden, NV, 89423 (hereafter "Brook").

WITNESSETH:

This Agreement is entered into pursuant to NRS 151.005 on the disposition of property located at 3272 Plymouth Drive, Minden, NV, 89423:

1. Alicia Laura Smalley (hereafter "Decedent"), deceased, owned the real property located at 3272 Plymouth Drive, Minden, NV, 89423 (hereafter "Property"). Decedent passed away on December 16, 2006. Her will was admitted to probate on January 16, 2007. According to her will, Decedent bequeathed the Property in equal shares to her three children: Drew, Darin, and Brook, after payment of all just debts, expenses, taxes, and administration.
2. Brook is willing to purchase Drew's and Darin's interest in the Property and Drew and Darin are willing to sell their respective interests in the Property to Brook.
3. At present, the Property is appraised at Three-Hundred-and-Ninety-Thousand Dollars (\$390,000). The expenses and liabilities of the Decedent's estate and probate will be paid from the value of the property. These expenses include: fees earned by the Personal Representative of the Estate of Alicia Laura Smalley in the amount of Six-Thousand-and-Thirty-One Dollars-and-Seventy-Two-Cents (\$6,031.72), fees and costs earned by Jenkins Law Office, PC in the amount of Five-Thousand-Five-Hundred-and-Seventeen-Dollars-and-Zero-Cents (\$5,517.00), and other liabilities and expenses of the Decedent in the amount of One-Hundred-Sixty-Six-Thousand-Two-Hundred-and-Seventeen Dollars-and-Forty-Two-Cents (\$166,217.42).
4. In exchange for Darin's interest in the property, Brook agrees to pay him the value of his interest in the Property, which is one-third of the remaining value of the Property after all fees, costs, debts, and liabilities of the Decedent have been paid. In return, Darin will execute a Disclaimer of Interest in Property, thereby releasing all present and future interest in the Property.
5. In exchange for Drew's interest in the property, Brook agrees to pay him the value of his interest in the Property, which is one-third of the remaining value of the Property after all fees, costs, debts, and liabilities of the Decedent have been paid. In return, Drew will execute a Disclaimer of Interest in Property, thereby releasing all present and future interest in the Property.

6. The parties hereto wish to dispose of the Property in the manner described above and to resolve and fully and finally settle amicably, ownership of the Property.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged by all of the undersigned, and in exchange for the mutual covenants set forth in this Agreement, the parties hereto agree as follows:

7. In consideration of Darin's execution and delivery of this Agreement and his faithful performance of his obligation under this Agreement to disclaim his interest in the Property at 3272 Plymouth Drive, Minden, NV, 89423 using a Disclaimer of Interest in Property document attached hereto, Brook agrees to pay to Darin the total sum of the value of his interest in the Property, which is one-third of the remaining value of the Property after all fees, costs, debts, and liabilities of the Decedent have been paid.

In consideration of Drew's execution and delivery of this Agreement and his faithful performance of his obligation under this Agreement to disclaim his interest in the Property at 3272 Plymouth Drive, Minden, NV, 89423 using a Disclaimer of Interest in Property document attached hereto, Brook agrees to pay to Drew the total sum of the value of his interest in the Property, which is one-third of the remaining value of the Property after all fees, costs, debts, and liabilities of the Decedent have been paid.

8. The Personal Representative's fees and costs related to the settlement of Decedent's estate will be paid out of the escrow of the Property when the escrow company transfers the title of the Property to Brook.

9. The attorney's fees and costs, including attorney's fees and costs related to the estate of the Decedent will be paid out of the escrow of the Property when the escrow company transfers the title of the Property to Brook.

10. Any remaining debts or liabilities related to the estate of the Decedent will be paid out of the escrow of the Property when the escrow company transfers the title of the Property to Brook.

11. General Provisions are as follows:

(a) The parties acknowledge and agree that they have entered into this Agreement voluntarily, without duress or coercion.

(b) The parties have had the opportunity to retain legal counsel, and receive legal advice pertaining to this Agreement, and have been advised to do so, prior to the execution of this Agreement.

(c) This Agreement is binding upon and inures to the benefit of all successors-in-interest and assigns of the parties hereto.



(d) If any legal action, arbitration, or other proceeding is brought for the enforcement of this Agreement (including any cross-complaint, counterclaims, or third-party claims), or because of alleged dispute, breach, default of misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover attorney's fees and other costs incurred in that action or proceeding (including all such costs incurred on appeal or in the enforcement of any judgment or settlement), in addition to any other relief to which they may be entitled.

(e) No course of dealing and no delay on the part of the parties in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice the parties' rights, powers, and remedies conferred under this Agreement. No right, power, or remedy conferred by this Agreement shall be exclusive of any other right, power, or remedy now or hereafter available at law, in equity, by statute, or otherwise.

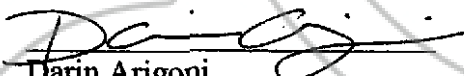
(f) This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without regard to the conflicts of laws rules thereof.

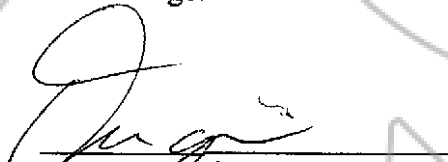
(g) This Agreement may not be altered, amended, or modified except in writing signed by all the parties hereto.


(h) This Agreement constitutes the entire understanding of the parties hereto. There are no representations, warranties, covenants, promises, or undertakings except those expressly provided herein.

(i) No party shall be deemed to have drafted this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Distributees' Settlement Agreement on the date above.


Darin Arigoni


Drew Arigoni


Brook Adie