

Assessor's Parcel Number: 1419-12-511-017

Recording Requested By:

Name: Justina Caviglia  
Address: P.O. Box 218  
City/State/Zip: Minden, NV 89423

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 9 Fee: 0.00  
BK-0110 PG- 4435 RPTT: 0.00



Mail Tax Statements to:

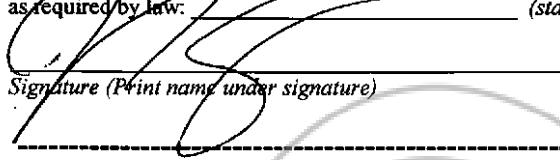
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

Please complete Affirmation Statement below:

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that this document submitted for recording contains the social security number of a person or persons as required by law: \_\_\_\_\_ (state specific law)

  
Signature (Print name under signature)

Deputy District Attorney  
Title

Release of Lis Pendens

(Title of Document)

If legal description is a metes & bounds description furnish the following information:

Legal description obtained from: \_\_\_\_\_ (Document Title), Book: \_\_\_\_\_ Page: \_\_\_\_\_  
Document # \_\_\_\_\_ recorded \_\_\_\_\_ (Date) in the Douglas County Recorders Office.

-OR-

If Surveyor, please provide name and address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This page added to provide additional information required by NRS 111.312 Sections 1-4.

(Additional recording fees apply)

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JAN 21 2010

DOUGLAS COUNTY  
DISTRICT COURT CLERK

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2010 JAN 21 PM 1:18

TED THLAN  
CLERK

K. WILFERT  
DEPUTY

1 Case No. 09-CV-0133

2 Dept. No. I

3 This document does not contain  
personal information of any person

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

9 DOUGLAS COUNTY, NEVADA by and through  
10 the SHERIFF OF DOUGLAS COUNTY,

11 Plaintiff,

12 v.

RELEASE OF LIS PENDENS

13 A singe family residence located at 3554 Cherokee  
14 Drive, Carson City, Douglas County, Nevada,  
Assessor's Parcel Number 1419-12-511-017,

15 Respondent.

16 Pursuant to the Settlement Agreement entered into by and between the parties, a copy of which  
17 is attached hereto, the Notice of Lis Pendens filed on April 15, 2009, and recorded by the Douglas  
18 County Recorder's Office on April 16, 2009 as Doc. # 0741434, Bk 0409, Pg 4059 is hereby released.

19 The premises affected by this action are situate in the County of Douglas, State of Nevada,  
20 described as follows:

21 All that certain lot, piece or parcel of land situate in the County of  
22 Douglas, State of Nevada, described as follows:

23 Lot 33, as shown on the map of Valley View Subdivision, Unit No. 2 filed  
24 in the office of the County Recorder of Douglas County, Nevada on  
April 6, 1964.

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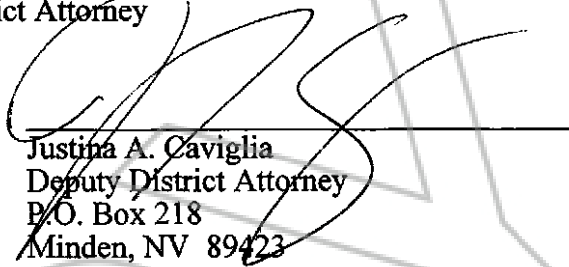
Douglas County District Attorney  
Post Office Box 218  
Minden, Nevada 89423  
Tel.: (775) 782-9800 Fax: (775) 782-9807

Commonly known as: 3554 Cherokee Drive, Carson City, Nevada 89705,  
Douglas County Assessor's Parcel Number 1419-12-511-017.

DATED this 21 day of January 2010.

MARK B. JACKSON  
District Attorney

By:

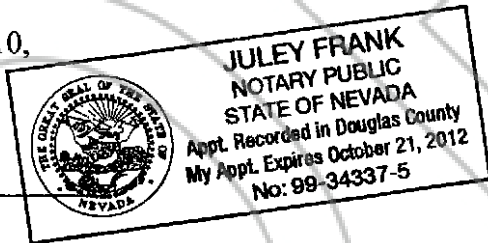
  
Justina A. Caviglia  
Deputy District Attorney  
P.O. Box 218  
Minden, NV 89423  
(775) 782-9803


STATE OF NEVADA )  
COUNTY OF DOUGLAS ) ss

SIGNED and SWORN to before me

this 21<sup>st</sup> day of January 2010,

by Justina A. Caviglia.



  
NOTARY PUBLIC

Douglas County District Attorney  
Post Office Box 218  
Minden, Nevada 89423  
Tel.: (775) 782-9800 Fax: (775) 782-9807

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1 Case No. 09-CV-0133

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2 Dept. No. I

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4 personal information of any person

DOUGLAS COUNTY  
DISTRICT COURT CLERK

TED THIRAN  
CLERK

BY **K. WILFERT** DEPUTY

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

9 DOUGLAS COUNTY, NEVADA by and through  
10 the SHERIFF OF DOUGLAS COUNTY,

11 Plaintiff,

12 v.

**SETTLEMENT AGREEMENT AND  
RELEASE OF ALL CLAIMS**

13 A single family residence located at 3554 Cherokee  
14 Drive, Carson City, Douglas County, Nevada,  
15 Assessor's Parcel Number 1419-12-511-017,

Respondent.

16 Pursuant to a settlement conference held on November 19, 2009, this SETTLEMENT  
17 AGREEMENT AND RELEASE OF ALL CLAIMS ("Agreement") is made by and between Douglas  
18 County, Nevada by and through the Sheriff of Douglas County ("County"), and Kenneth and Mavis  
19 Cox ("Claimants"), (collectively referred to herein as the "Parties").

20 Douglas County filed a forfeiture complaint for interest held by Claimant Kevin Cox in the  
21 single-family residence located at 3554 Cherokee Drive, Carson City, Douglas County, Nevada,  
22 Assessor's Parcel Number 1419-12-511-017 (hereinafter referred to as "the property") on  
23 April 14, 2009 ("underlying action"). Besides Claimant Kevin Cox, the Claimants to the Defendant  
24 property included Kelli L. Marrone (formerly Kelli L. Cox), Maude Cox, Kenneth Cox and Mavis Cox.  
25 Claimants Kelli L. Marrone, Mavis Cox and Kenneth Cox filed timely answers. A Default Judgment  
26 was entered against Claimants Maude Cox and Kevin Cox

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Post Office Box 218  
Minden, Nevada 89423  
Tel.: (775) 782-9800 Fax: (775) 782-9807



1 WHEREAS, in an effort to compromise their respective claims and defenses and to avoid  
2 incurring additional litigation expenses, the Parties desire to resolve all claims, disputes and issues  
3 between them arising out of and/or relating to the underlying action.

4 SETTLEMENT TERMS AND MUTUAL RELEASE

5 In consideration of the Mutual Releases set forth in this Agreement, the Parties agree as follows:

6 1. Claimants Kenneth Cox and Mavis Cox paid Douglas County twenty-five thousand  
7 dollars (\$25,000.00) on or before December 11, 2009.

8 2. Claimants shall retain title to the property as set forth in the January 2, 2009, grant  
9 bargain and sale deed recorded with the Douglas County Recorder as Document 0735260 Book 1019  
10 Page 0062.

11 3. A properly qualified building inspector inspected the property for any damage that  
12 would affect the public health, safety and welfare of the current occupants. Douglas County paid the  
13 cost of the inspection of the property. The inspection report came back and the property does not have  
14 any damage that would affect the public health, safety and welfare of the current or future occupants.

15 4. The Claimants agree that neither Kevin Cox nor Maude Brown Cox shall rent, reside, or  
16 be a guest in the property while the property is owned by any of the Claimants.

17 5. The jury trial set for December 2, 2009 shall be vacated.

18 6. All jury fees paid to the Court by Kenneth and Mavis Cox shall be returned.

19 7. The parties will pay all of their own costs and attorney's fees.

20 8. The Parties agree that the underlying action will be dismissed and a release of lis  
21 pendens will be filed once the Parties have fully performed the terms of this Agreement. The Parties  
22 further agree that pending dismissal of this action, the Court shall retain jurisdiction of this matter for  
23 the purpose of enforcing the terms of this Agreement.

24 9. In consideration of the mutual promises herein, the Parties agree that this Agreement  
25 will fully, finally and forever resolve and release all causes of action, claims, demands, costs, damages,  
26 liabilities, losses, obligations, expenses and compensation of any nature whatsoever, in law or in equity,  
27 whether known or unknown, asserted or unasserted, which the Parties now have, or ever had, or may  
28 have in the future with respect to or arising in any way out of the underlying action, including, but not

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Mandan, Nevada 89423  
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1 limited to, claims for defense, indemnity, subrogation, contribution, reimbursement, breach of contract,  
2 breach of the covenant of good faith and fair dealing, claims in tort, and claims for extra-contractual  
3 and/or punitive damages of any type.

4 10. It is understood and agreed that this Agreement is executed as a compromise of a  
5 disputed claim and that said payment for this Release is not to be construed as an admission of liability  
6 on the part of the Parties, including their agents, servants, officers, and/or employees, and any and all  
7 other persons, firms, corporations or insurers, such liability being expressly denied.

8 11. The Parties have thoroughly investigated the facts relating to the aforementioned  
9 dispute. The Parties hereto warrant that they freely entered into the settlement and release and are not  
10 entering into the settlement and release because of any duress or fear and are fully authorized to enter  
11 into the terms and conditions set forth herein, to execute the Agreement, and to legally bind the Parties.  
12 The Parties further warrant that they have read this Settlement Agreement and Mutual Release, have  
13 consulted with their attorneys and understand and agree to the provisions herein.

14 12. The Parties have not relied upon any statement or representation by any party hereto or  
15 any agent, employee, representative or attorney for any Party hereto regarding any facts relied upon in  
16 entering into this Settlement Agreement and Mutual Release.

17 13. The Parties acknowledge that after entering into this Settlement Agreement and Mutual  
18 Release, they may discover different or additional facts underlying the aforementioned dispute, as  
19 identified above, and/or Settlement Agreement and Mutual Release, or the understanding of those facts.  
20 Each Party expressly assumes the risk that different or additional facts may subsequently arise and each  
21 Party agrees that the Settlement Agreement and Mutual Release should, in all respects, be effective and  
22 not subject to rescission, cancellation or termination by reason of any such different or additional facts.

23 14. The Parties agree that the releases set forth above shall be given full force and effect in  
24 accordance with each and all of their express terms and provisions, including those terms and  
25 provisions relating to unknown and unsuspected claims.

26 15. This Settlement Agreement and Mutual Release is made and entered into in the State of  
27 Nevada and shall be interpreted and enforced under and pursuant to the laws of the State of Nevada.

28

1 16. If a dispute arises over the subject of this Settlement Agreement and Mutual Release and  
2 litigation is instituted, the prevailing party shall be entitled to receive from the other its attorney's fees  
3 and costs actually and reasonably incurred.

4 17. The undersigned further covenant and agree that this Settlement Agreement and Mutual  
5 Release contains the entire agreement between the Parties hereto, that the terms of this Settlement  
6 Agreement and Mutual Release are contractual and not a mere recital.

7 18. The undersigned state that they have carefully read the Settlement Agreement and  
8 Mutual Release in its entirety, have conferred with their attorneys, know and understand the contents of  
9 the Settlement Agreement and Mutual Release and sign the same as their own free act. The  
10 undersigned authorize their attorneys to enter into a dismissal with prejudice of the action described  
11 herein.

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Minden, Nevada 89423  
Tel.: (775) 782-9800 Fax: (775) 782-9807






1 19. The Settlement Agreement and Mutual Release may be executed in counter-parts, each  
2 of which shall constitute one and the same instrument which shall constitute the original Settlement  
3 Agreement and Mutual Release.

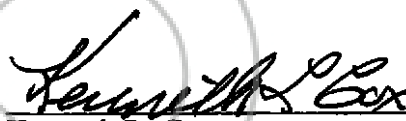
4 DATED this 21 day of January, 2010.


5 MARK B. JACKSON  
6 District Attorney

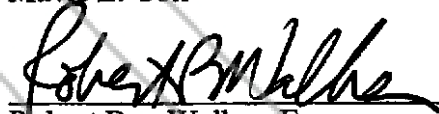
7 By:

8   
9 Justina A. Caviglia  
10 Deputy District Attorney  
11 Attorneys for Plaintiff

12 DATED this 20<sup>th</sup> day of January, 2010.

13   
14 Kenneth L. Cox

15   
16 Mavis E. Cox

17   
18 Robert Ben Walker, Esq.  
19 415 West Second Street  
20 Carson City, NV 89703-4231  
21 Attorney for Claimants Kenneth L. Cox  
22 and Mavis E. Cox  
23  
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Douglas County District Attorney  
Post Office Box 218  
 Minden, Nevada 89423  
Tel.: (775) 782-9800 Fax: (775) 782-9807





**CERTIFICATE OF SERVICE**

I certify that I am an employee of the Douglas County District Attorney's Office, and that on this 21<sup>st</sup> day of January, 2010, I served a true and correct copy of the foregoing **RELEASE OF LIS PENDENS** on the following parties by first class mail, postage prepaid:

Robert Ben Walker, Esq.  
415 West Second Street  
Carson City, NV 89703-4231  
*Attorney for Claimants Kenneth L. Cox and Mavis E. Cox*

Kelli L. Marrone  
315 Leopoldo Ct.  
Santa Maria, CA 93454  
*Claimant In Pro Per*

*Juley Frank*

**CERTIFIED COPY**

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

DATE 1/22/10

TED THRAN Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By *[Signature]* Deputy

Douglas County District Attorney  
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