

OFFICIAL RECORD  
Requested By:  
DC/DISTRICT ATTORNEY

Douglas County - NV  
Karen Ellison - Recorder

Page: 1 OF 6 Fee: 0.00  
BK-0612 PG- 4367 RPTT: 0.00



Assessor's Parcel Number: 1220-17-101-013

Recording Requested By:

Name: Justina Caviglia, Douglas County District Attorney's Office

Address: PO Box 218

City/State/Zip: Minden, Nevada 89423

Mail Tax Statement to:

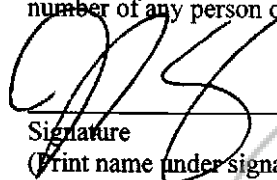
Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$0

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)

  
\_\_\_\_\_  
Signature  
(Print name under signature)

Deputy District Attorney  
Title

\_\_\_\_\_  
JUDGMENT  
(Title of Document)

*This page added to provide additional information required by NRS 111.312 Sections 1-4.  
(Additional recording fees apply)*

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Case No. 09-CV-0309

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Dept. No. II

DOUGLAS COUNTY DISTRICT COURT CLERK

TED THIRAN CLERK

BY *[Signature]* DEPUTY

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

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

Plaintiff,

vs.

**SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS**

A single family residence located at 1085 Centerville Lane, Gardnerville Douglas County, Nevada. Assessor's Parcel Number 1220-17-101-013,

Respondent.

This SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS ("Agreement") is made by and between Douglas County, Nevada by and through the Sheriff of Douglas County ("County"), and Ken Pestana ("Claimant"), (collectively referred to herein as the "Parties").

Douglas County filed a forfeiture complaint for the single-family residence located at 1085 Centerville Lane, Gardnerville, Nevada, Douglas County, Nevada, Assessor's Parcel Number 1220-17-101-013 (hereinafter referred to as "the property") on September 3, 2009 ("underlying action").

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

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

SETTLEMENT TERMS AND MUTUAL RELEASE

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

1. Claimant Ken Pestana shall put the property up for sale, and shall in good faith, cooperate with the real estate company selling the property. The real estate company and final sale must be approved by Douglas County.

2. Claimant Ken Pestana shall pay Douglas County Fifty Thousand Dollars (\$50,000.00) within five (5) business days after the close of escrow.

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

4. The Parties agree that a release of lis pendens will be filed with the Court and recorded with the Douglas County Recorder's office once the settlement agreement has been executed by the Parties and approved by the District Court Judge.

5. The Parties agree that the underlying action will be dismissed once the Parties have fully performed the terms of this Agreement. The Parties further agree that pending dismissal of this action, the Court shall retain jurisdiction of this matter for the purpose of enforcing the terms of this Agreement.

6. In consideration of the mutual promises herein, the Parties agree that this Agreement will fully, finally and forever resolve and release all causes of action, claims, demands, costs, damages, liabilities, losses, obligations, expenses and compensation of any nature whatsoever, in law or in equity, whether known or unknown, asserted or unasserted, which the Parties now have, or ever had, or may have in the future with respect to or arising in any way out of the underlying action, including, but not limited to, claims for defense, indemnity, subrogation, contribution, reimbursement, breach of contract, breach of the covenant of good faith and fair dealing, claims in tort, and claims for extra-contractual and/or punitive damages of any type.

7. It is understood and agreed that this Agreement is executed as a compromise of a disputed claim and that said payment for this Release is not to be construed as an admission of liability on the part of the Parties, including their agents, servants, officers, and/or

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employees, and any and all other persons, firms, corporations or insurers, such liability being expressly denied.

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

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

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

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

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

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

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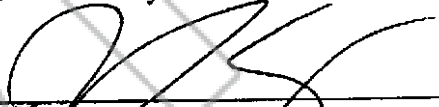
1 14. The undersigned further covenant and agree that this Settlement Agreement and  
2 Mutual Release contains the entire agreement between the Parties hereto, that the terms of this  
3 Settlement Agreement and Mutual Release are contractual and not a mere recital.

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

9 16. The Settlement Agreement and Mutual Release may be executed in counter-  
10 parts, each of which shall constitute one and the same instrument which shall constitute the  
11 original Settlement Agreement and Mutual Release.

12 DATED this 5<sup>th</sup> day of February 2010  
~~December, 2009.~~

13 MARK B. JACKSON  
14 District Attorney

15 By:   
16 Justina A. Caviglia  
17 Deputy District Attorney  
18 Attorneys for Plaintiff

19 DATED this 2<sup>nd</sup> day of February 2010  
~~December, 2009.~~

20   
21 Ken Pestana

22 Arnold Brock, Esq.  
23 3500 Lakeside Court, Suite 150  
24 Reno, NV 89509-4865  
25 Attorney for Claimants Pestana

26 The Settlement Agreement is approved.

27 DATED this 6 day of February 2010  
~~December, 2009.~~

28   
DISTRICT COURT JUDGE

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

COPY

**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

6/19/12

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

By *[Signature]* Deputy