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Recording Requested By:

Steven P. Handelin, Esq. Handelin Law, Ltd. P.O. Box 4568 Carson City, NV 89702

Doc Number: **0845662**

07/02/2014 03:11 PM

OFFICIAL RECORDS

Requested By: HANDELIN LAW LTD

DOUGLAS COUNTY RECORDERS Karen Ellison - Recorder

1 Of 10 Page:

Bk: 0714 Pg: 761

Fee: \$ 23,00

FOR RECORDER'S USE ONLY

SATISFACTION OF JUGEMENT TITLE OF DOCUMENT

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain personal information of any person or persons. (NRS 239B.030)

Signature

STEVEN P. HANDER IN nt Name & Title ATTOMMY Print Name & Title

WHEN RECORDED MAIL TO:

Steven P. Handelin, Esq. Handelin Law, Ltd. P.O. Box 4568 Carson City, NV 89702

07 14 BK . 071 7/2/2014

FILED CHRIS MacKENZIE, ESQ. 1 2014 MAR 21 PH 2: 33 Nevada State Bar No. 5060 2 ALLISON, MacKENZIE, PAVLAKIS, TED THRAN WRIGHT & FAGAN, LŤD. 3 402 North Division Street RECEIVED P.O. Box 646 Carson City, NV 89702 DÉPUTY 4 MAR 2 1 2014 Telephone: (775) 687-0202 5 Attorney for Plaintiff, WEST RIDGE HOMES, INC. DOUGLAS COUNTY DISTRICT COURT CLERK A Nevada corporation 6 7 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA 8 IN AND FOR THE COUNTY OF DOUGLAS 9 10 WEST RIDGE HOMES, INC., Case No. 07-CV-297 A Nevada corporation 11 Dept. No. 1 12 Plaintiff, 13 VS. CHARLES FRANK PERROTTA, TRUSTEE 14 OF THE PERROTTA 1988 TRUST, 15 and JOHN DOES 1-v, and RICHARD ROE CORPORATIONS VI-X, 16 inclusive. 17 Defendants. 18 CHARLES FRANK PERROTTA, TRUSTEE 19 OF THE PERROTTA 1988 TRUST, 20 Counterclaimant, 21 VS. WEST RIDGE HOMES, INC., 22 A Nevada corporation 23 Counterdefendant. 24 SATISFACTION OF JUDGMENT 25

For and in consideration of the sums received on behalf of Defendant/Counterclaimant,

Charles Frank Perrotta, Trustee of the Perrotta 1988 Trust ("Perrotta Trust"), full satisfaction is

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ALLISON, MacKENZIE, PAVLAKIS, WRIGHT & FAGAN, LTD. 402 North Division Street, P. O. Box 646, Carson City, NV 89702 Telephone: (775) 687-0202 Fax: (775) 882-7918 E-Mall Address; law@allfsonmsckenzle.com hereby acknowledged on the Judgment entered in favor of Perrotta Trust against

The undersigned does hereby authorize and direct the Clerk of the above-entitled Court to

BK: 0714 PG: 763 7/2/2014

ALLISON, MacKENZIE, PAVLAKIS, WRICHT & FAGAN, LTD.
402 North Division Street, P. O. Bos 646, Carson City, NV 89702
Telephone: (775) 687-0202 Fax: (775) 882-7918
E-Msil Address: law@allisonmackenzie.com

DATED this 10 of March

Plaintiff/Counterdefendant, West Ridge Homes, Inc.

enter satisfaction of record of said Judgment.

STEVE HANDELIN, ESQ.
Attorney for Defendant, Counterclaimant, Charles Frank Perotta, Trustee of

The Perrotta 1988 Trust

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E-Mail Address: law@allisonmaekenzie.com 17 18

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CERTIFICATE OF SERVICE

Pursuant to NRCP Rule 5(b), I hereby certify that I am an employee of ALLISON, MacKENZIE, PAVLAKIS, WRIGHT & FAGAN, LTD., Attorneys at Law, and that on this date, I caused the foregoing document to be served to all parties to this action by:

Placing a true copy thereof in a sealed postage prepaid envelope in the United States

Mail in Carson City, Nevada [NRCP 5(b)(2)(B)]

Hand-delivery - via Reno/Carson Messenger Service [NRCP 5(b)(2)(A)]

Facsimile

Federal Express, UPS, or other overnight delivery

E-filing pursuant to Section IV of District of Nevada Electronic Filing Procedures

[NRCP 5(b)(2)(D)]

fully addressed as follows:

Steven P. Handelin, Esq. Handelin Law 1049 S. Carson St. Carson City, Nevada 89701

DATED this 20th day of March, 2014.

Danielle Woodard

BK 0714 PG: 765 7/2/2014

RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT

THIS RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT (hereinafter referred to as "Agreement"), is made this 19th day of March, 2014, by and between WEST RIDGE HOMES, INC., a Nevada corporation ("WEST RIDGE"), and CHARLES FRANK PERROTTA, TRUSTEE OF THE PERROTTA 1988 TRUST ("PERROTTA"), with respect to the following facts:

RECITALS

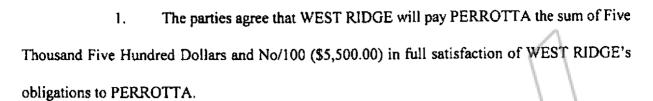
WHEREAS, an Arbitration Award was issued by Arbitrator Charles Cockerill on January 15, 2009, wherein PERROTTA, Defendant and Counterclaimant above named, prevailed over WEST RIDGE, and reasonable attorney's fees and costs were awarded to PERROTTA.

WHEREAS, a Stipulation for Entry of Judgment on Arbitration Award was entered on February 19, 2009, and agreed that WEST RIDGE was to pay PERROTTA \$19,384.02 with interest accruing on all outstanding balances at the legal rate of 5.25%.

WHEREAS, as of October 2013, WEST RIDGE still owed a balance of \$8,929.05 to PERROTTA with interest accruing annually.

WHEREAS, all the parties hereto wish to compromise, settle, release, and resolve all issues regarding the Lawsuit.

NOW, THEREFORE, in consideration of the covenants, conditions and promises set forth herein, the parties hereto agree as follows:



- 2. Counsel for PERROTTA, with the approval of PERROTTA expressed hereby, shall execute and deliver to counsel for WEST RIDGE the "Satisfaction of Judgment" for filing in Case NO. 07-CV-297, Dept. No. 1 of the Ninth Judicial Court of the State of Nevada, in and for the County of Douglas, in the form attache hereto as Exhibit "A" incorporated herein by this referenc.
- 3. The Parties warrant to the best of their knowledge that their execution, delivery or performance of this Agreement will not breach any statute, law, ordinance, rule or regulation of any governmental authority or conflict with or result in a breach of any of the terms, conditions or provisions of any judgment, order, injunction, decree or ruling of any court or government authority to which the parties or the Property is subject.
- With the exception of all covenants, representations and warranties, and the rights created or expressly reserved under this Agreement, and upon each party's full and complete performance of its respective duties, obligations and responsibilities as set forth herein, each party agrees to release, remise and forever discharge the other party and their attorneys, beneficiaries, conservators, directors, employees, executors, guardians, heirs, independent contractors, members, officers, partners, representatives, servants, and successors, of and from any and all past and present accounts, actions, agreements, causes of action, claims, costs or expenses (including, but not limited to, attorneys' fees and disbursements), damages, debts, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for damages, or declaratory, equitable or injunctive relief, whether based on contract, tort, or other theories of recovery provided for by the common or



BK : 07 1 PG : 767 7/2/20 14

statutory law, ascertained, known, claimed, arising out of, concerning or related in any way to this dispute between WEST RIDGE and PERROTTA.

- 5. Each party specifically covenants and agrees to save, protect, defend and forever hold harmless the other party against any and all claims, demands, loss or damage whether now existing or hereafter arising out of the claims released herein, or from any breach of this agreement by any person, including the undersigned, or any person claiming through or under the undersigned.
- 6. Each of the undersigned parties warrant that no promise, inducement, or agreement not expressed herein has been made to them, either individually or collectively, in connection with this Agreement, and this Agreement constitutes the entire agreement between the parties hereto. Each of the undersigned parties hereto acknowledges and declares that they are fully and completely informed as to the rights of each of the parties hereto to this Agreement. Each of the undersigned parties acknowledges and declares that they have given mature and careful thought and consideration to the making of this Agreement and to all of the obligations hereby assumed and undertaken and the rights hereby extinguished, created or preserved. Each of the undersigned parties acknowledges and declares that they have entered into this Agreement voluntarily, free from any undue influence, coercion, duress, or menace of any kind. Each of the undersigned parties hereto acknowledges and declares that they have read every part of this Agreement, and that upon execution of this document by them, they fully and completely understood and were cognizant of all of the terms and conditions contained herein in this Agreement.
- 7. Each of the signators represents that he or she has the authority to execute this Agreement and are empowered to do so. Each of the parties represents they have not assigned,

encumbered or otherwise transferred any interest to be assigned under this Agreement or any claim of any nature which has been asserted or may be asserted against another party to this Agreement.

- 8. Each of the parties agrees to execute any additional documents and to take any further action which reasonably may be required to consummate this Agreement or otherwise fulfill the interests of the parties.
- 9. Should any provision of this Agreement be held invalid or illegal, such illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the illegal part, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.
- 10. It is understood and agreed by the parties hereto that this Agreement shall run to and be binding with their heirs, successors and assigns. It is understood that the payment and acceptance of said consideration described above is for the purpose of settling the parties' issues and is not to be construed as an admission or acknowledgment of any liability or responsibility whatsoever by either, all liability or responsibility is expressly denied.
- 11. Each of the undersigned parties warrants that they have had the opportunity to confer with their own counsel with respect to this Agreement and all matters covered by it; that each of the parties hereto has had the opportunity to seek the advice of their own counsel with respect to their rights and obligations and with respect to the execution of this Agreement.
- 12. This Agreement contains the entire agreement between the parties and the terms of this Agreement are contractual and not a mere recital, and may not be modified, varied, or explained except by mutual agreement of the parties in writing duly executed by all the parties.

BK 0714 PG 769 7/2/2014

- 13. This Agreement shall be construed, enforced and interpreted pursuant to the substantive law of the State of Nevada. Any action to construe, enforce and/or interpret this Agreement shall be brought in the Ninth Judicial District Court of Nevada, in and for the County of Douglas, and said court shall have exclusive and sole jurisdiction with respect to any such action. In any such action the prevailing party shall be awarded its cost and attorneys' fees.
- 14. Time is expressly declared to be of essence to this Agreement and every provision hereof in which time is an element.
- This Agreement may be executed by facsimile signature and in counterparts.

 The undersigned have read the foregoing Release of All Claims and Settlement Agreement in its entirety and fully understand and approve each of its terms.

"WEST RIDGE"	And the last of th
WEST RIDGE HOMES,	INC.

PETER BEEKHOF, President

DATED: 3/19/, 2014.

"PERROTTA"

THE PERROTTA 1988 FAMILY TRUST

DATED: March 9 , 2014.

CHA'RLES FRANK PERROTTA, Trustee

BK: 0714 PG: 770 7/2/2014

STATE OF NEVADA)

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COUNTY OF Carson : ss.

On March 19, 2014 personally appeared before me, a notary public, PETER BEEKHOF, PRESIDENT OF WEST RIDGE HOMES, INC. A NEVADA CORPORATION personally known (or proved) to me to be the person whose name is subscribed to the foregoing Release of All Claims and Settlement Agreement, who acknowledged to me that he executed the foregoing document.

450	DANIELLE WOODARD
	NOTARY PUBLIC
	STATE OF NEVADA
COLUMN .	APPT, No. 13-11430-2
	BY APPT, EXPIRES SUICE 28, 2017

NOTARY PUBLIC

STATE OF Nevalla

COUNTY OF Carson

On Yearch 7, 2014, personally appeared before me, a notary public, CHARLES FRANK PERROTTA, TRUSTEE OF THE PERROTTA 1988 TRUST, personally known (or proved) to me to be the person whose name is subscribed to the foregoing Release of All Claims and Settlement Agreement, who acknowledged to me that he executed the foregoing document.

LISA MEINHART
Notary Public, State of Nevada
Appointment No. 12-8304-5
My Appt. Expires August 01, 2016

NOTARY PUBLIC

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.

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

By Deputy

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