

DOUGLAS COUNTY, NV

2016-889917

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ETRCO, LLC

KAREN ELLISON, RECORDER

APN# : 029-351-16

Recording Requested By:

Western Title Company, Inc.

Escrow No.: 083791-CAL

When Recorded Mail To:

Peter B. Jaquette

P.O. Box 2466

Carson City, NV 89702

Mail Tax Statements to: (deeds only)

(space above for Recorder's use only)

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

(Per NRS 239B.030)

Signature _____

Carrie Lindquist

Carrie Lindquist

Escrow Officer

Decree of Divorce

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

RECEIVED

OCT 18 2016

Douglas County
District Court Clerk

FILED

2016 OCT 18 PM 1:20

BOBBIE R. WILLIAMS
CLERK

M. BIAGGINI DEPUTY

1 Peter B. Jaquette
2 State Bar No. 1926
3 Post Office Box 2466
4 Carson City, Nevada 89702
5 (775) 882-7434
6 Attorney for Plaintiff

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

9 Gilbert Martinez,

10 Plaintiff,

CASE NO.: 16 DI 0068

11 v.

DEPT.: I

12 Jette Michelsen,

13 Defendant.

14 FINDINGS OF FACT, CONCLUSIONS OF LAW
15 AND DECREE OF DIVORCE

16 The Complaint for Divorce having been filed on February 19, 2016, and the Court having
17 reviewed the records and having determined that the Defendant was served with Plaintiff's Complaint
18 for Divorce and Summons on June 13, 2016, at Stevnsbouej 44a, 4600 Koge. Defendant has failed to
19 appear in this action, but she has executed the attached Marital Settlement Agreement. Default having
20 been entered against said Defendant, the Court having considered the records and pleadings on file
21 herein, now renders its Findings of Fact, Conclusions of Law and Decree of Divorce as follows:

22 I.

23 FINDINGS OF FACT

- 24 1. That the Plaintiff is a resident of the State of Nevada.
- 25 2. That Plaintiff and Defendant were married to each other in Genoa, Nevada, on
26 September 15, 2007.
- 27 3. That there are no minor children the issue of the marriage.
- 28 4. That the parties have reached an Agreement as to the division of all community assets

1 and debts. A copy of said Marital Settlement Agreement is attached hereto as Exhibit 1 incorporated
2 herein by reference.

3 5. That as set out in Exhibit 1, The parties own a residence and lot located at 3536 Long
4 Drive, Douglas, County, Nevada 89423. This property shall be set aside to Husband as his sole and
5 separate property upon the payment by Plaintiff to Defendant of the sum of \$200,000 U.S. This payment
6 shall be made through an Escrow account with Western Title Company, Inc., 2310 South Carson, Carson
7 City, Nevada. Defendant agrees to deposit a Deed with the title company conveying all of her right, title
8 and interest in the Long Drive residence to Plaintiff. The title company will be instructed that when they
9 hold for Defendant's benefit the sum of \$200,000 said Deed may be recorded and the escrow closed.
10 Defendant shall be provided with the name of the escrow agent and the escrow account number as soon
11 as it is opened.

12 Plaintiff shall cooperate with the lender and title company to process this transaction with
13 all reasonable speed. The parties are aware that the financing of this equity buyout may take
14 approximately 90 days from August 15, 2016. The Court will retain jurisdiction over the marital
15 residence until the contemplated escrow is completed.

16 6. That the parties shall be responsible for any debt in his or her name individually, and
17 hold the other party harmless thereon.

18 7. That the parties are incompatible in marriage.

19 8. That the parties believe that they were divorced by the Danish State Administration
20 in Denmark on August 1, 2013. An unsigned copy of the Danish Decree was filed in the First Judicial
21 District Court in and for Carson City on August 1, 2013. (A copy of said Decree (Order) is attached to
22 Exhibit 1 as Exhibit A.) Although the parties are uncertain as to the impact of that Decree as filed, both
23 parties believe they were lawfully divorced on August 1, 2013 in Denmark. At the request of the parties
24 this Court finds that that Decree resulted in a status divorce between the parties, and to the extent that
25 the date of August 1, 2013, has been official to the parties this Court by this document acknowledges
26 and confirms said Decree.

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II.

CONCLUSIONS OF LAW

- 1. That the Court has jurisdiction over Plaintiff and Defendant and the cause of action set forth herein.
- 2. That the Plaintiff is entitled to a Decree of Divorce upon the ground of incompatibility.

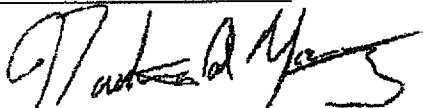
III.

JUDGMENT AND DECREE OF DIVORCE

Pursuant to the foregoing Findings of Fact and Conclusions of Law, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

- 1. That the Plaintiff be, and he hereby is, granted an absolute decree of divorce from the Defendant upon the ground of incompatibility. That the Plaintiff and Defendant be, and they hereby are, restored to the status of single persons;
- 2. That personal property of the parties shall be divided as set forth in Exhibit 1 attached hereto and incorporated herein.
- 3. That the Court retains jurisdiction over the real property located at 3536 Long Drive, Douglas, County, Nevada 89423 until the contemplated escrow is completed.
- 4. That each party shall assume any debts in his or her name as their sole and separate obligation and hold the other party harmless thereon.
- 5. That the parties believe that they were divorced by the Danish State Administration in Denmark on August 1, 2013. An unsigned copy of the Danish Decree was filed in the First Judicial District Court in and for Carson City on August 1, 2013. Although the parties are uncertain as to the impact of that Decree as filed, both parties believe they were lawfully divorced on August 1, 2013 in Denmark. At the request of the parties this Court finds that that Decree resulted in a status divorce between the parties, and to the extent that the date of August 1, 2013, has been official to the parties this Court by this document acknowledges and confirms said Decree.

DATED this 18 day of October, 2016.



 DISTRICT JUDGE



MARITAL SETTLEMENT AGREEMENT

1
2 By this Agreement made and entered into this 26 day of September 2016, by and
3 between Gilbert Martinez, hereinafter referred as to Husband, and Jette Michelsen, hereinafter referred
4 to as Wife, the parties desire to settle and adjust between themselves all property, debt and support rights
5 arising by reason of their marriage as follows:

N. E. Christensen
Notary Public of Copenhagen

General Facts

6
7 A. Parties. The parties to this Agreement are Gilbert Martinez, (hereinafter referred to
8 as "Husband") and Jette Michelsen (hereinafter referred to as "Wife").

9 B. Date and Place of Marriage. The parties were married on September 15, 2007, in
10 Genoa, Nevada.

11 C. Minor Child of the Marriage. That there are no minor children the issue of the
12 marriage.

13 D. Divorce Order. Wife previously initiated an action for divorce in Denmark which
14 led to the entry of a Divorce Order, an unsigned copy of which is attached hereto as Exhibit A. This
15 unsigned Order has been filed with the First Judicial District Court of the State of Nevada. The parties
16 are uncertain that the unsigned, but filed Divorce Order would be recognized by this court. Both parties
17 believe that they were actually and lawfully divorced by the Danish State Administration on August 1
18 2013. The parties request that in its Decree the First Judicial District Court of the State of Nevada
19 recognize and affirm the Divorce Order and the end of the parties' marriage on August 1, 2013.

20 E. Purpose of the Agreement. The parties seek by this Agreement to completely settle
21 and adjust the rights, duties and obligations existing between them by virtue of their relationship as
22 Husband and Wife.

23 F. Irreconcilable Differences. Irreconcilable differences have arisen between the parties

24 G. Representation by Counsel. Morten Riise-Knudsen has represented Wife throughout
25 the litigation and settlement of this matter. Peter B. Jaquette, Esq., has represented Husband throughout
26 the litigation and settlement of this matter. The parties agree that no inferences can be drawn against
27 either party due to the fact that this agreement was prepared by counsel for Husband, nor shall th

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1 document be construed in favor of either party due to the fact that it has been drafted by counsel for
2 Husband.

3 In consequence of the foregoing facts and circumstances, and in consideration of the
4 promises contained hereafter, the parties agree as follows:

5 I.

6 **COMMUNITY PROPERTY**

7 A. Real Estate. The parties own a residence and lot located at 3536 Long Drive, Carson
8 City (Douglas County), Nevada 89423. This property shall be set aside to Husband as his sole and
9 separate property upon the payment by Husband to Wife of the sum of \$200,000 U.S. This payment
10 shall be made through an Escrow account with Western Title Company, Inc., 2310 South Carson, Carson
11 City, Nevada. Wife agrees to deposit a Deed with the title company conveying all of her right, title and
12 interest in the Long Drive residence to Husband. The title company will be instructed that when they
13 hold for Wife's benefit the sum of \$200,000 said Deed may be recorded and the escrow closed. Wife
14 shall be provided with the name of the escrow agent and the escrow account number as soon as it is
15 opened.

16 Husband shall cooperate with the lender and title company to process this transaction with
17 all reasonable speed. The parties are aware that the financing of this equity buyout may take
18 approximately 90 days from August 15, 2016. The Court will retain jurisdiction over the marital
19 residence until the contemplated escrow is completed.

20 B. Personal Property. Husband is driving the parties' 2005 Toyota Sequoia. This
21 vehicle shall be set aside to Husband as his sole and separate property and he shall indemnify and hold
22 Wife harmless from any obligation therefor.

23 Husband shall keep any personal property currently in his possession. Wife shall keep
24 any items of personal property in her possession.

25 C. Bank Accounts. Husband shall have set aside to him as his sole and separate property
26 any bank accounts currently existing in his name.

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1 Wife shall have set aside to her as her sole and separate property any bank account:
2 currently existing in her name.

3 D. Debts. Other than the debt owing on the marital residence, the parties are unaware
4 of any community debts.

5 Any debts in Husband's name shall be set aside to him as his sole and separate obligation
6 and he shall indemnify and hold Wife harmless thereon.

7 Any debts in Wife's name shall be set aside to her as her sole and separate obligation and
8 she shall indemnify and hold Husband harmless thereon.

9 Except as set forth herein, the parties are aware of no other debt upon the other which
10 may be liable. In the event additional debt is discovered, the debt shall be the sole and separate
11 obligation of the party incurring such debt and that party shall indemnify and hold the other harmless
12 from any obligation thereon.

13 E. Retirement Accounts. Husband waives any interest he may have in any retirement
14 IRA or 401K accounts in Wife's name.

15 Wife waives any interest she may have in any retirement, IRA or 401K accounts in
16 Husband's name.

17 F. Creditor's Remedies. Both parties acknowledge and understand that although one
18 party may be assuming debts hereunder or may, by the terms of this Agreement, agree to pay or to be
19 liable for a joint debt, if that party fails to pay the debt or liability, the other party may be held liable for
20 the debt by that creditor.

21 G. Subsequently Discovered Property or Debt. If any community property of the parties
22 is later discovered and was not listed herein, and such property comes to the attention of either party after
23 the execution of this Agreement, the discovering party shall notify the other party forthwith as to the
24 existence of additional assets and the discovering party may ask the Court that the same be equally
25 divided between the parties where practicable or sold and the proceeds therefrom divided equally
26 between the parties, or may seek such other relief as that spouse deems proper. The non-disclosing party
27 shall bear all costs incurred in obtaining the appropriate disbursement.

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1 If any debt, obligation or liability incurred by a party is later discovered and was not listed
2 herein, the party who incurred such debt, obligation or liability shall be solely responsible for its
3 payment. The party who incurred any such debt, obligation or liability shall indemnify, defend and hold
4 the other harmless therefrom. Any claim for reimbursement or contribution by the party who incurred
5 any such debt, obligation or liability is waived. The parties understand that each takes the risk of not
6 having recalled the existence of any debt, obligation or liability and that if any debt, obligation or
7 liability is later discovered, it shall be the sole responsibility of the party who incurred it.

8 H. Duty to Defend and Hold Harmless. The parties agree that the debts, loans and
9 obligations assumed by each party hereto, from the date of this agreement forward, shall be the sole and
10 separate debt of the party assuming the same. The assuming party agrees to hold the other party
11 harmless from any and all liability incurred thereon including court costs, collection charges and
12 attorney's fees. If necessary, each shall take all reasonable steps to remove the other party's name from
13 any account, debt, loan or obligation set aside hereby to that party.

14 I. Encumbrances. Except as otherwise specifically set forth herein, the parties agree that
15 the property transferred in this agreement is transferred subject to all existing encumbrances and liens
16 thereon. The transferee of said property agrees to save, indemnify and hold harmless the other party
17 from any claim or liability that the other party may suffer or may be required to pay on account of such
18 encumbrances or liens.

19 J. Property Insurance. The parties agree that the party receiving specific property
20 hereunder shall be entitled to any existing insurance on that property, and the benefits, if any, or
21 premiums previously paid on that insurance, and shall be solely responsible for the payment of all
22 premiums due thereafter under the policy terms if the party decides, in his or her sole discretion to
23 maintain said policy in force, except as otherwise specifically required by this agreement.

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II.

ATTORNEY'S FEES

Each party shall be responsible for their own attorney's fees and costs incurred.

III.

GENERAL PROVISIONS

A. Effective Date. The effective date of this Agreement is the earlier date of execution by either of the parties.

B. Merger and Incorporation. If either party should secure a decree of divorce or separate maintenance, the parties agree that this Agreement shall be submitted to the Court for its approval and if approved, its provisions shall be incorporated and merged into any final decree of divorce which may hereafter be granted and the parties ordered to abide by the terms of the Agreement. However, approval or lack of approval of this Agreement by the Court shall not effect the validity of this Agreement between Husband and Wife.

C. Reconciliation. If there is a reconciliation of the parties after the date of the execution of this Agreement, this Agreement shall nevertheless continue in full force and effect until it is modified or abrogated by another written instrument to that effect and signed and acknowledged by each of the parties.

Reconciliation may only be evidenced by a written declaration thereof signed and acknowledged by both parties. Sexual intercourse or cohabitation shall not constitute reconciliation.

D. Amendment in Writing. The parties may not alter, amend or modify this Agreement except by an instrument in writing signed by each of the parties. No agreement to alter, amend or modify this Agreement may be supported by the consideration, defense or claim of part performance.

E. Others Bound. This Agreement, except as otherwise expressly provided herein, is binding on, and inures to the benefit of the respective legatees, devisees, heirs, executors, administrators, assigns, successors in interest of the parties, and their legal representatives.

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1 F. Applicable Law. This Agreement shall be governed by, and construed in accordance
2 with the laws of the State of Nevada. The parties choose the First Judicial District Court of the State
3 of Nevada as the forum and venue for all proceedings hereunder and herewith submit to the jurisdiction
4 thereof. This is a binding choice of law, forum and venue.

5 G. No Waiver of Future Breaches. No waiver of the breach of any of the terms or
6 provisions of this Agreement shall be a waiver of any preceding or succeeding breach.

7 H. Waiver of Right to Other's Estate. Each party waives any and all right to the estate
8 of the other after his or her death, and forever quitclaims any and all right to share in the estate of the
9 other by the laws of succession or otherwise, and said parties release, unto each other, all right to be
10 administrator or administratrix or executor or executrix of the estate of the other and further release and
11 waive all right to inherit under any Will or insurance policy which predates the date of this document.

12 I. Right to Will Property. Each party shall have the immediate right to dispose of or
13 bequeath by Will his or her respective interests in and to any and all property belonging to him or her.
14 This right shall extend to all future acquisitions of property as well as to all properties set over to either
15 of the parties by and under this Agreement or the result of this Agreement.

16 Each party acknowledges being advised to consider the immediate drafting and execution
17 of a new will and to review all property rights and employment benefits that have a survivorship or
18 inheritance factor (such as life insurance, pensions, inter vivos trusts, joint tenancy, real and personal
19 property

20 J. Reading of Document. Each party has carefully read this Agreement and is completely
21 aware, not only of its contents, but also of its legal effect. Each party declares this Agreement is made
22 of his or her own volition, for his or her own motives and with the full knowledge of its legal effect. By
23 signing and execution hereof, each party agrees this Agreement is made at his or her individual request
24 and after full and thoughtful consideration.

25 K. Integration and Severability. This Agreement contains all the covenants and
26 agreements between the parties relating in any manner to the resolution of any issue pertaining to the
27 marital rights and duties. There are no promises, terms, conditions, or obligations other than those
28 contained herein. This Agreement shall supersede all previous communications, representations, and

1 agreements, either verbal or written, between the parties hereto. No representation, promise.
2 inducement, understanding or anything of any nature whatsoever, made, stated, communicated or
3 represented, personally, or on behalf of either, whether orally or in writing, has induced either party to
4 enter into this Agreement except as set forth in Section M below.

5 Should any paragraph or provision or a portion of this Agreement be held illegal, invalid
6 or void, it shall be deleted from this Agreement and this Agreement shall be read as though such
7 paragraph, provision or portion was not present and the remaining Agreement shall subsist and continue
8 in full force and effect.

9 L. Warranties of Full Disclosure. The parties herewith warrant that they have disclosed
10 all community property and community debts, separate property and separate debts of value in excess
11 of \$500.00 and disclosed income (whether separate or community) exceeding \$100.00 per month.
12 Clothing, jewelry, furnishings, personal property or other items of a personal nature have not been
13 disclosed or valued and are not deemed material by the parties.

14 Each party is aware and has been informed that under the law each has broad financial
15 discovery rights of the other party's finances, property and interests, including, but not limited to, sworn
16 financial declarations, sworn interrogatories, oral depositions under oath, the right to have accountants
17 and appraisers conduct appraisals, examine books, records, documents and the like and that each is
18 knowingly and intelligently waiving such extensive and important rights.

19 However, distinct from the disclosure of the existence of community or separate property
20 and debt, the parties have not agreed on the value or amount of any asset or indebtedness listed herein
21 or any schedule, attachment or exhibit hereto. They acknowledge and recite that each has made an
22 independent judgment as to the value of the properties and the community and separate estates, but
23 neither has disclosed his or her independent judgment of value to the other, nor has either told
24 represented or warranted to the other the value he or she has attached to the various items of property
25 and debts, or the extent of such property and debt. The parties acknowledge they have from time to time
26 discussed the worth, value or business potential and prospects of various assets, but those discussions
27 are not being relied upon in the execution of this Agreement. The parties recite and agree such
28 discussions were not intended as warranties or representations of value or business potential and have

1 not been relied upon in entering into this Agreement. Each party assumes the risk of his or her own
2 judgment and estimate of value and acknowledges each is without recourse if his or her judgment or
3 estimate is erroneous. The parties knowingly and intelligently waive their right to determine the value
4 of the assets distributed herein.

5 M. Construction and Interpretation. The rule requiring construction or interpretation
6 against the drafter of a document is waived. This document shall be deemed as if it were drafted by both
7 the parties in a mutual effort.

8 N. Duplicate Originals. The parties may execute this Agreement in duplicate originals

9 O. Attorney's Fees to Prevailing Party. In any action arising hereunder or any separate
10 action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable
11 attorney's fees and costs.

12 P. Right to Live Separate and Apart. The parties shall be entitled to live separate and
13 apart from each other without interference, hindrance or molestation by the other and each of them shall
14 be entitled to maintain his or her own household and home.

15 Q. Protocol Re: Execution of Documents. The parties shall promptly make, execute and
16 deliver any instruments, papers, documents, deeds, agreements, contracts or things as the parties shall
17 require for the purpose of giving full effect to this Agreement, and to the covenants and provisions made
18 in this Agreement, including but not limited to the following:

19 1. Any and all deeds, quitclaims, or assignments, or other documents conveying all right
20 title and interest in and to the stock, vehicles, realty and other property described in the documents to
21 be executed by the parties.

22 2. Any and all pleadings necessary for the successful prosecution of any action for
23 dissolution of this marriage.

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1 3. Such other and further documents as may be necessary for the intents, objectives
2 designs and requirements of this Agreement,
3 or other collateral, documents, agreements or contracts executed as part of this Agreement.

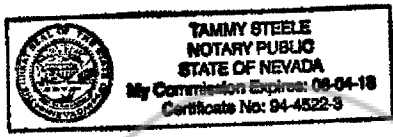
4 IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 13th
5 day of October, 2016

6
7 Jette Michelsen
8 ZIGGIE STEE

9 Gilbert Martinez

10 N. E. Christensen
Notary Public of Copenhagen
11 STATE OF NEVADA)
12 : SS.
13 CARSON CITY)

14 On the 13th day of October, 2016, Gilbert Martinez, personally appeared
15 before me, a Notary Public, who acknowledged to me that he executed the foregoing document.



16 [Signature]
17 Notary Public

18 _____)
19 : SS.
20 _____)

21 N. E. Christensen
Notary Public of Copenhagen
22 ZIGGIE STEE

23 On the 26 day of September, 2016, Jette Michelsen personally appeared before
24 me, a Notary Public, who acknowledged to me that she executed the foregoing document.

25 see attached
26 Notary Public

Translation

Reg.no. 2013-112/344

REC'D & FILED

2014 MAR 26 PM 2:35

ALAN GLOVE

BY _____ C.F.R.
INFIDELITY

DIVORCE ORDER

Divorce is hereby granted between

Gilbert Perez Martinez 280557-3115 and
Name and civil registration no.

Jette Ziggie Michelsen 070668-1310
Name and civil registration no.

pursuant to s. 32, cf. s. 42 of the Danish Formation and Dissolution of Marriage Act, cf. consolidated Act no. 1052 of 12 November 2012.

The parties entered into matrimony on 15 September 2007.

TERMS

In compliance with the Agreement negotiated between the parties the following terms shall apply to the divorce:

None of the spouses shall make financial provisions for the other spouse.

The international authority of the Danish State Administration is based on the fact that the wife is resident in Denmark.

The Danish State Administration, 1 August 2013

[signed]

Lone Buhl

“A”



I the undersigned, **N. E. Christensen**, Notary Public of Copenhagen, Denmark hereby certify that

Mrs. Jette Ziggie Michelsen

has approved and signed this document in my presence.

The identity was proved to me by her passport.

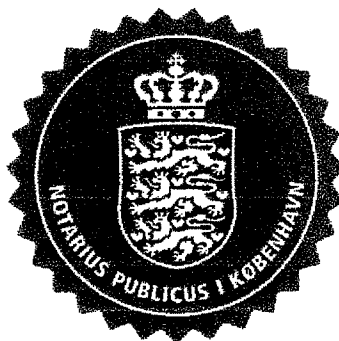
There were no obvious amendments or additions to the document, with the exception of those denoted by my signature (initials, *NEC NEE*).

In witness whereof I have hereunto set my hand and notarial seal.

The City Court of Copenhagen, Notarial Acts Division, September 26, 2016

N.E. Christensen
N. E. Christensen

Notary Public of Copenhagen, Denmark



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 October 18 2016

BOBBIE R. WILLIAMS Clerk of Court
of the State of Nevada, in and for the County of Douglas,

By *[Signature]* Deputy