

Recording Requested By:
First Centennial Title Company
1450 Ridgeview Dr. #100
Reno, NV 89509

When Recorded Return to:
Jeffrey Gillio-Representative
560 Golden Ridge Road,#100
Golden , CO 80401

Mail Tax Statements to:
Same as Above

APN 1319-30-719-008 00226574

DOUGLAS COUNTY, NV **2017-897255**
Rec:\$24.00
\$24.00 Pgs=11 **04/14/2017 01:10 PM**
FIRST CENTENNIAL - RENO (MAIN OFFICE)
KAREN ELLISON, RECORDER

SPACE ABOVE FOR RECORDERS USE

Order Confirming Sale

(Title of Document)

Please complete Affirmation Statement below:

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)

-OR-

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law: (state specific law).

Kris Thorson
SIGNATURE

Escrow Assist
TITLE

Kris Thorson
Print Signature

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

SPACE BELOW FOR RECORDER

1 Case No. 16-PB-0018
2 Dept. No. II
3
4

RECEIVED
APR 03 2017
Douglas County
District Court Clerk

FILED
NO _____
17 APR -3 P1:40

BOBBIE R. WILLIAMS
CLERK
BY **A. NEWTON** PUT

5
6 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF
7
8 NEVADA IN AND FOR THE COUNTY OF DOUGLAS
9 IN THE MATTER OF THE ESTATE
10 OF **ORDER CONFIRMING SALE**
11 MICHAEL R. CRAGGETT, **OF REAL PROPERTY**
12 Deceased.
13

14 The Second Return of Sale of Real Property and
15 Petition for Confirmation filed by JEFFREY WARD GILLIO,
16 as Personal Representative of the estate of MICHAEL R.
17 CRAGGETT, deceased, having been duly filed herein, said
18 petition came on regularly for hearing before this Court
19 on the 3rd day of April, 2017. After examining the
20 verified Petition, and after hearing the evidence, the
21 Court finds as follows:
22

23 1. On July 5, 2016, Petitioner filed with the
24 Court an Inventory, Appraisement and Record of Value
25 showing all of the Estate of MICHAEL R. CRAGGETT,
26 deceased (hereinafter: the "Estate") which has come to
27 his possession or knowledge. Among the assets of the
28 Estate is a luxury condominium in a multi-family

1 residential building located at 416 Quaking Aspen Lane,
2 #8, Stateline, Douglas County, Nevada (hereinafter
3 referred to as "the Parcel").

4 2. It is necessary that the Parcel be sold so that
5 the cash proceeds may be applied to costs and expenses of
6 administration of the Estate, with the residue to be
7 distributed to the beneficiaries of the Estate. It is for
8 the advantage, benefit, and best interest of the Estate
9 and those interested therein, that the Parcel be sold.

10 3. Pursuant to the foregoing and in accordance
11 with the provisions of Nevada law relative thereto,
12 Petitioner, as Personal Representative of the Estate,
13 after procuring publication of Notice of Sale, as shown
14 by Proof and Statement of Publication on file herein, to
15 which reference is hereby made for further particulars,
16 on March 14, 2017, at private sale, sold the Parcel to
17 JOHN N. RIISE and CAROLYN RIISE (hereinafter collectively
18 referred to as "BUYER"), for the sum of TWO HUNDRED
19 NINETY-FIVE THOUSAND DOLLARS (\$295,000), with the BUYER
20 having deposited earnest money in the sum of Three
21 Thousand Dollars (\$3,000), non-refundable, to BUYER--
22 except upon BUYER's breach of the Residential Offer and
23 Acceptance Agreement and Counter Offer (hereinafter: "the
24 Purchase Agreement)--which sum shall apply to the
25 purchase price; with the balance of the cash down payment
26 of FIFTY-SIX THOUSAND DOLLARS (\$56,000) (not including
27 closing costs), to be received by escrow holder by the
28

1 date of closing of escrow, with such sum being payable to
2 Seller forthwith upon closing of escrow; with a
3 conventional bank loan of Two Hundred Thirty-Six Thousand
4 Dollars (\$236,000) being the source of the entire balance
5 of all purchase-money funding under the Purchase
6 Agreement; with conventional new first loan proceeds
7 being the source of the total purchase price of Two
8 Hundred Ninety-Five Thousand Dollars (\$295,000), payable
9 at and through closing of escrow; with the mutually-
10 agreed upon closing of escrow to be April 14, 2017, as of
11 12:00 noon, PST, unless otherwise agreed in writing by
12 the parties hereafter and approved by the Court
13 confirming the sale. Not later than April 14, 2017, at
14 9:00 a.m., both parties shall deposit with the authorized
15 escrow holder all funds and instruments necessary to
16 complete the transaction in accordance with the terms of
17 the Purchase Agreement and escrow instructions; with the
18 sale NOT being contingent on sale and conveyance of other
19 real property or personal property; with Seller reserving
20 the right to continue to offer this Parcel for sale and
21 accept written backup offers therefor, subject to BUYER's
22 rights under the Purchase Agreement and subject to
23 confirmation of such sale by the Ninth Judicial District
24 Court of the State of Nevada in and for the County of
25 Douglas in the above-entitled case; with Seller reserving
26 the right to terminate the Purchase Agreement and both
27 parties agreeing to cancel escrow and to instruct the
28

1 escrow officer in this sale transaction to return fifty
2 percent (50%) of the earnest money to BUYER if any
3 contingency agreed upon in writing by both parties in the
4 Purchase Agreement and Escrow Instructions is not timely
5 satisfied; with BUYER purchasing the Parcel "as-is"; with
6 Seller, within two business days of acceptance of the
7 Purchase Agreement, to order a preliminary title report
8 and a copy of the CC&Rs from a local title company, if
9 applicable, for the Parcel. Within five (5) days of
10 BUYER's receipt of the preliminary title report and
11 CC&Rs, all exceptions shall be deemed approved by BUYER
12 unless written objection is delivered to SELLER's broker
13 within such 5-day period. The cost of a standard owner's
14 policy of title insurance shall be split equally between
15 BUYER and SELLER; BUYER shall pay for a standard lender's
16 policy of title insurance; and all costs associated with
17 additional coverage policies, if agreed-upon in writing
18 by both parties, shall be paid by BUYER. Escrow fee to be
19 split equally. Real property transfer taxes shall be
20 split equally. A home warranty contract, shall be
21 selected by BUYER and paid for by SELLER at a price not
22 to exceed \$400.

23
24 All remaining closing costs shall be paid in the
25 customary manner in which such costs are allocated in the
26 general area of Douglas County, Nevada, in the 2016-17
27 timeframe, or as required by law, ordinance, and/or
28 regulation.

1 Each party shall pay its own attorney's fees.

2 Proration: Any and all rents, taxes, interest,
3 homeowner association dues and fees, payments on bonds
4 and assessments assumed by BUYER, and other expenses of
5 the Parcel shall be prorated as of the date of
6 recordation of the deed by the escrow holder.

7 BUYER acknowledges that they are advised the Parcel
8 may be reassessed in the future, which may result in a
9 tax increase or decrease. Retroactive tax increases or
10 decreases by any taxing authority shall be prorated and
11 assessed as of the date and time of closing of escrow.

12 Personal property included in the sale is as
13 follows: (1) refrigerator; and (2) washer/dryer. There
14 are no warranties associated with such personal property,
15 and there is zero dollar (\$0.00) value assigned to any of
16 the personal property.

17 Nevada statutory disclosures are to be completed and
18 signed by SELLER, and then countersigned by BUYER.
19 Inspections are as set forth in the Purchase Agreement.
20 Inspections shall be made within ten (10) days of date of
21 acceptance of the Purchase Agreement terms and
22 conditions. Repairs: SELLER shall not pay for any
23 repairs.

24 BUYER shall have the right to a final walk-through
25 with SELLER's agent and SELLER (at SELLER's discretion)
26 prior to closing of escrow.

27 ///
28

1 Physical possession of the Parcel, including keys to
2 BUYER, shall be delivered upon recordation of the deed to
3 the Parcel in favor of BUYER.

4 SELLER and BUYER acknowledge that the Parcel is
5 within the jurisdiction of two common-interest
6 communities. Seller shall provide BUYER the resale
7 documents.

8 Assessments levied but not yet due are BUYER's
9 responsibility.

10 SELLER shall pay any association transfer fees.

11 Environmental Conditions: BUYER is advised the
12 Parcel may be located in an area found to have special
13 flood hazards, as indicated by FEMA; avalanche
14 conditions; freezing temperatures; snow loads; seismic
15 activity; and wildland fires. To purchase additional
16 insurance secured by the Parcel, BUYER may need to obtain
17 a loan from a federally regulated financial institution
18 or a loan insured or guaranteed by an agency of the U.S.
19 Government.

20 Listing agent will provide BUYER homeowner
21 association fee information.

22 Nevada law applies.

23 All other terms and conditions are set forth in the
24 Purchase Agreement will apply to a purchase, if any, who
25 may successfully overbid the current BUYER, namely: JOHN
26 N. RIISE and CAROLYN RIISE, at the hearing on the
27

28 ///

1 Petition for Confirmation of Sale, or at a later hearing,
2 if any.

3 4. The sale was legally made and fairly conducted.
4 Petitioner has represented to the Court, and the Court
5 finds as fact, that the sale price of the Parcel is not
6 disproportionate to its fair market value.

7 5. The Parcel was appraised by Kay Matthews,
8 Certified Residential Appraiser, within one year prior to
9 the date of the above-referenced sale, to-wit: as of the
10 date of the decedent's death on January 5, 2016, at a
11 fair market value of TWO HUNDRED THIRTY THOUSAND DOLLARS
12 (\$230,000). The sale price of TWO HUNDRED NINETY-FIVE
13 THOUSAND DOLLARS (\$295,000) is nearly 128% more than the
14 Parcel's appraised, and, thus, much more favorable to the
15 Estate than is the \$230,000 appraised fair market value
16 of the Parcel.

17 6. In connection with the sale of the Parcel,
18 there is a brokerage commission in the sum of SEVENTEEN
19 THOUSAND SEVEN HUNDRED DOLLARS (\$17,700) which shall be
20 paid to Sierra Sotheby's International Realty in the
21 manner set forth in the Purchase Agreement.
22

23 7. The Parcel, which is situated in the county of
24 Douglas, state of Nevada, is commonly known as 416
25 Quaking Aspen Lane, #8, Stateline, Nevada, and is more
26 particularly described as follows:

27 Unit 8, as set forth on the Condominium Map of
28 Lot 117, Tahoe Village Unit No. 1, filed for
record March 20, 1981, as Document No. 54593,

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Official Records of Douglas County, State of Nevada.

TOGETHER WITH and undivided 1/16th's interest in and to those portions designated as Common Areas as set forth on the Condominium Map of Lot 117, Tahoe Village Unit No. 1, filed for record March 20, 1981 as Document No. 54593, Official Records of Douglas County, State of Nevada.

TOGETHER WITH all buildings and improvements situate thereon.

TOGETHER WITH all the tenements, hereditaments and appurtenances whatsoever to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

Assessor's Parcel No. 1319-30-719-008

The Court concludes that due notice was given, and, no person objecting, and the Court having heard the evidence, read the pertinent papers relating to the sale of the Parcel, and considered the matter, and, having inquired of those present in the courtroom but noting that no additional qualifying bids were then made, in response to the Court's inquiry whether any person present were willing to make an overbid of at least \$300,000, to purchase the Parcel,

NOW, THEREFORE, IT IS HEREBY ORDERED:

A. That the sale so made of the Parcel, namely: the parcel of improved real property in Douglas County, Nevada, commonly known as 416 Quaking Aspen Lane, #8, Stateline, Nevada, and more particularly described as follows:

1 Unit 8, as set forth on the Condominium Map of
2 Lot 117, Tahoe Village Unit No. 1, filed for
3 record March 20, 1981, as Document No. 54593,
Official Records of Douglas County, State of
Nevada.

4 TOGETHER WITH and undivided 1/16th's interest
5 in and to those portions designated as Common
6 Areas as set forth on the Condominium Map of
7 Lot 117, Tahoe Village Unit No. 1, filed for
8 record March 20, 1981 as Document No. 54593,
9 Official Records of Douglas County, State of
Nevada.

10 TOGETHER WITH all buildings and improvements
11 situate thereon.

12 TOGETHER WITH all the tenements, hereditaments
13 and appurtenances whatsoever to the same
14 belonging or in anywise appertaining; and the
15 reversion and reversions, remainder and
16 remainders, rents, issues and profits thereof.

17 Assessor's Parcel No. 1319-30-719-008

18 to JOHN N. RIISE and CAROLYN RIISE, husband and wife, as
19 community property with right of survivorship, or
20 nominee(s), for the sum of TWO HUNDRED NINETY-FIVE
21 THOUSAND DOLLARS (\$295,000), be and the same is hereby
22 confirmed;

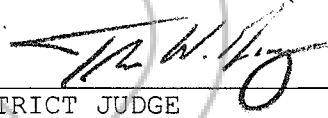
23 B. That SELLER, JEFFREY WARD GILLIO, as Personal
24 Representative of the estate of MICHAEL R. CRAGGETT,
25 deceased, is hereby authorized and directed to execute
26 appropriate conveyances in favor of the BUYER, to be
27 delivered through escrow;

28 C. That Western Title Company is authorized and
directed to pay from the sale proceeds at closing of
escrow the contractually obligated fees and costs of
SELLER associated with the closing of escrow, including

1 without limitation the above-noted real estate
2 commissions.

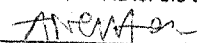
3 D. That Western Title Company is directed to make
4 the net proceeds check payable to the Estate of MICHAEL
5 R. CRAGGETT, deceased, and to deliver the check to
6 JEFFREY WARD GILLIO, Personal Representative, who is
7 hereby authorized to endorse the check and ordered to
8 deposit those funds into the estate account pending
9 further order of this Court.

10 DONE IN OPEN COURT this 3rd day of April, 2017.

11 
12 _____
13 DISTRICT JUDGE

14
15 Submitted by:
16 George M. Keele, Esq.
17 Attorney for the Personal Representative
18 Nevada Bar No. 1701
19 1692 County Road, #A
20 Minden, NV 89423
21 Phone: 775-782-9781

22
23
24 **CERTIFIED COPY**
25 The document to which this certificate is attached is a
26 full, true and correct copy of the original in file and of
27 record in my office.

28 DATE 4/3/17
BOBBIE R. WILLIAMS Clerk of Court
of the State of Nevada, in and for the County of Douglas,
By  Deputy

George M. Keele, Esq.
1692 County Road, #A
Minden, Nevada 89423
Phone: 775-782-9781
Fax: 775-782-2970