

DOUGLAS COUNTY, NV

2017-898368

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05/10/2017 09:27 AM

ETRCO

KAREN ELLISON, RECORDER

APN# : 1420-33-101-002

**Recording Requested By:**

Western Title Company, Inc.

**Escrow No.:** 086745-TEA

**When Recorded Mail To:**

George M. Keele, Esq.

1692 County Rd. #A

Minden NV

89423

**Mail Tax Statements to: (deeds only)**

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(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 \_\_\_\_\_

Traci Adams

Escrow Officer

**Order Confirming Sale of Real Property**

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

RECEIVED

FILED

Case No. 16-PB-0126

MAY 03 2017

Dept. I

Douglas County  
District Court Clerk

2017 MAY -3 AM 9:43

BOBBIE R. WILLIAMS  
CLERK

BY A. NEWTON DEPUTY

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

In the Matter of the Estate of

PATRICK EMMETT MARTIN,  
also known as PATRICK E. MARTIN,  
Deceased.

ORDER CONFIRMING SALE  
OF REAL PROPERTY

The Return of Sale of Real Property and Petition for Confirmation filed by SUNNY APRIL MARTIN, as Personal Representative of the Estate of PATRICK EMMETT MARTIN, deceased, having been duly filed herein, said Petition came on regularly for hearing before this Court on the 2<sup>nd</sup> day of May, 2017. After examining the verified Petition, and after hearing the evidence, the Court finds as follows:

1. On April 6, 2017, Petitioner filed with the Court an Inventory, Appraisement and Record of Value (hereinafter: "the Inventory and Appraisement") showing all of the Estate of PATRICK EMMETT MARTIN, also known as PATRICK E. MARTIN, deceased (hereinafter: the "Estate") which has come to her possession or knowledge. Among the assets of the Estate is

1 an improved parcel of real property located at 1210  
2 Stephanie Way, Minden, Douglas County, Nevada (hereinafter  
3 "the Parcel"), as more particularly described on Exhibit 1  
4 attached hereto and incorporated herein by this reference.

5 2. It is necessary that the Parcel be sold so that  
6 the cash proceeds may be applied to costs and expenses of  
7 administration of the Estate and to negotiated settlement of  
8 other debts owing to creditors, with the residue to be  
9 distributed to the sole beneficiary of the Estate, namely:  
10 Sunny April Martin, as the acting Trustee of the Patrick  
11 Emmett Martin Family Trust, and that the proceeds of sale be  
12 used and distributed as directed by the decedent, as Trustor  
13 of the Patrick Emmett Martin Family Trust. It is for the  
14 advantage, benefit, and best interest of the Estate, and  
15 those interested therein, that the Parcel be sold by the  
16 Personal Representative.  
17  
18

19 3. Pursuant to the foregoing and in accordance with  
20 the provisions of Nevada law relative thereto, Petitioner,  
21 as Personal Representative of the decedent's Estate  
22 (hereinafter: "SELLER"), after procuring publication of  
23 Notice of Sale, as shown by Proof and Statement of  
24 Publication on file herein, to which reference is hereby  
25 made for further particulars, on March 3, 2017, at private  
26 sale, sold the Parcel to HOWE CONSTRUCTION, INC., a Nevada  
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1 corporation (hereinafter: "HOWE CONSTRUCTION"), for the sum  
2 of ONE HUNDRED THIRTY-NINE THOUSAND DOLLARS (\$139,000),  
3 which is \$69,000 more than the appraised fair market value  
4 of \$70,000 of the Parcel as of April 7, 2015, namely: the  
5 date of the decedent's death. HOWE CONSTRUCTION deposited  
6 earnest money in the sum of Two Thousand Dollars (\$2,000),  
7 non-refundable to BUYER--except should HOWE CONSTRUCTION  
8 breach the Residential Offer and Acceptance Agreement and  
9 Counter Offer (hereinafter: "Purchase Agreement")--which sum  
10 was to apply to the purchase price--with the balance of the  
11 cash payment of ONE HUNDRED THIRTY-SEVEN THOUSAND DOLLARS  
12 (\$137,000) cash, U.S., or more if the ultimate purchase  
13 after possible auction in open court should result in a  
14 higher purchase price overall than the above-referenced sum  
15 agreed to by HOWE CONSTRUCTION, which balance and full price  
16 was to be received by the escrow holder by the date of, and  
17 at least one hour prior to, closing of escrow and with such  
18 sum being payable to SELLER forthwith, upon closing of  
19 escrow, after the escrow officer had debited SELLER'S  
20 Settlement Statement to pay SELLER'S contractual obligations  
21 associated with the sale.  
22  
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24

25 At the hearing, the Court, pursuant to the provisions  
26 of NRS 148.270 asked if there were anyone present in the  
27 Courtroom interested in making a bid, exceeding by at least  
28

1 \$5000 the sum that HOWE CONSTRUCTION had agreed in writing  
2 to pay for the Parcel.

3 In response to the Court's inquiry, at least two  
4 individuals indicated that they were interested in  
5 "overbidding" the \$139,000 purchase price SELLER had agreed  
6 to accept from HOWE CONSTRUCTION, conditioned on the  
7 requirement that the said \$139,000 purchase, more completely  
8 described in the Return of Sale and Petition for  
9 Confirmation of Sale, must first be confirmed by the Court.  
10

11 The Court acknowledged the two prospective bidders,  
12 both of whom identified themselves, and asked Mr. THOMAS  
13 JAMES, a responsible person, if he were willing to bid sum  
14 of at least \$144,000 for the Parcel, which would be \$5000  
15 more than the HOWE CONSTRUCTION bid, thus satisfying the  
16 statutory requirement of subsection 3 of NRS 148.270. The  
17 Court then asked the remaining bidder if he were willing to  
18 increase the sum bid by MR. THOMAS JAMES, and the other  
19 bidder indicated in the negative, without making an overbid.  
20 Thereupon the Court said, "Going once!" and paused; "Going  
21 twice!" and paused; "SOLD!" to Mr. THOMAS JAMES.  
22  
23

24 As a result of this \$144,000 bid, the parties shall  
25 deposit with the authorized escrow holder all funds and  
26 instruments necessary to complete the transaction in  
27 accordance with the terms of the Purchase Agreement and  
28

1 escrow instructions as of 12 noon PST on the date for  
2 closing of escrow; with the sale NOT being contingent on  
3 sale and conveyance of other real property or personal  
4 property; with SELLER reserving the right to continue to  
5 offer this Parcel for sale and accept written backup offers,  
6 subject to the rights of BUYER under the Purchase Agreement,  
7 with Seller reserving the right to terminate the Purchase  
8 Agreement and both parties agreeing to cancel escrow and  
9 return the earnest money to BUYER, less expenses incurred by  
10 BUYER, if any contingency agreed upon in writing by both  
11 parties in the Purchase Agreement and Escrow Instructions is  
12 not satisfied; with BUYER purchasing the Parcel "as-is;" and  
13 BUYER accepts the Parcel in its current condition and  
14 requires of SELLER no inspections or repairs, having  
15 explicitly waived the same in writing; BUYER understands  
16 that the structures on the Parcel are in poor condition and  
17 uninhabitable. BUYER understands that there are liens on the  
18 Parcel that will be paid by SELLER from the proceeds of the  
19 sale. SELLER, within two business days of acceptance of the  
20 Purchase Agreement, will order from Western Title Company, a  
21 preliminary title report and CC&Rs, if applicable, for the  
22 Parcel and provide the same to escrow. Within five (5) days  
23 of BUYER's receipt of the preliminary title report and  
24 CC&Rs, all exceptions shall be deemed approved unless  
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1 written objection is delivered to SELLER's broker within  
2 such 5-day period. SELLER shall pay for a standard owner's  
3 policy of title insurance; and all costs associated with  
4 additional coverage policies (if agreed-upon in writing by  
5 both parties) shall be divided equally between SELLER and  
6 BUYER. Escrow fees and real property transfer tax will be  
7 divided equally between SELLER and BUYER.  
8

9 4. The sale was legally made and fairly conducted.  
10 Petitioner represents to the Court that the sale price of  
11 the Parcel is not disproportionate to its fair market value.

12 5. There is a brokerage commission payable in  
13 connection with this sale, as follows: 3% of the selling  
14 price to the listing agency, namely: Intero Real Estate  
15 Services; and 2.5% of the selling price to the BUYER's real  
16 estate agency, namely: Dickson Realty--Caughlin.  
17

18 The Court concludes that legal notice of hearing was  
19 given, and, no person objecting, and the Court having heard  
20 the evidence; read the pertinent papers relating to the sale  
21 of the Parcel; and considered the matter, and, having  
22 inquired of those present in the courtroom but noting that  
23 no additional qualifying bids were then made, in response to  
24 the Court's inquiry, to purchase the Parcel, and good cause  
25 appearing,  
26

27 NOW, THEREFORE, IT IS HEREBY ORDERED:  
28

1           A. That the sale so made of the Parcel, namely: the  
2 parcel of improved real property in Douglas County, Nevada,  
3 commonly known as 1210 Stephanie Way, Minden, Nevada, and  
4 more particularly described on Exhibit 1 attached hereto and  
5 incorporated herein by this reference, instead of being sold  
6 to HOWE CONSTRUCTION be sold to highest qualified bidder,  
7 namely: THOMAS JAMES, or nominee(s), for the sum of ONE  
8 HUNDRED FORTY-FOUR THOUSAND DOLLARS (\$144,000), with \$10,000  
9 down payment, and the entire balance to be due and payable  
10 not later than Friday, May 12, 2017, at 4:00 p.m., and such  
11 sale is hereby confirmed;  
12

13           B. That SELLER, SUNNY APRIL MARTIN, as Personal  
14 Representative of the estate of PATRICK EMMETT MARTIN,  
15 deceased, is hereby authorized and directed to execute  
16 appropriate conveyances in favor of the BUYER, to be  
17 delivered through escrow;  
18

19           C. That that Escrow Officer Traci Adams, or her  
20 designee, in Escrow File Number 086745-TEA at Western Title  
21 Company, LLC, Douglas Office, 1362 Highway 395, Ste. 109,  
22 Gardnerville, Nevada 89410 (Tax ID: 80-0263542) is  
23 authorized and directed to pay from the sale proceeds at  
24 closing of escrow, the contractually obligated fees and  
25 costs of SELLER and BUYER, including without limitation the  
26 above-noted real estate commissions, with escrow to close  
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1 not later than Friday, May 12, 2017, at 4:00 p.m. unless the  
2 parties both agree in writing in an Amendment, or I an  
3 Addendum to the Escrow Instructions, to close escrow at a  
4 different date and time.

5 D. That upon closing of escrow, Western Title Company  
6 is directed to make the net proceeds check payable to SUNNY  
7 APRIL MARTIN, Personal Representative of the Estate of  
8 PATRICK EMMETT MARTIN, deceased, and to deliver the net  
9 proceeds check to SUNNY APRIL MARTIN, Personal  
10 Representative, who is hereby authorized to endorse the  
11 check and ordered to deposit such funds into the estate  
12 account pending further order of this Court.  
13

14 DONE IN OPEN COURT this 3 day of May, 2017.

15  
16  
17   
18 DISTRICT JUDGE

19 SUBMITTED BY:  
20 George M. Keele, Esq.  
21 Nevada Bar No. 1701  
22 Attorney for Personal  
23 Representative  
24 1692 County Road, Suite A  
25 Minden, NV 89423  
26 Phone: 775-782-9781  
27  
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EXHIBIT 1

LEGAL DESCRIPTION

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PARCEL 1:

COMMENCING at the Northwest corner of the Northwest ¼ of the Northwest ¼ of the Northwest ¼ of Section 33, Township 14 North, Range 20 East; thence East along the North line of the Northwest ¼ of the Northwest ¼ of the Northwest ¼ of said Section 33 a distance of 230 feet to the true point of beginning; thence continuing along said North line a distance 150 feet; thence South and parallel to the West line of said Northwest ¼ of the Northwest ¼ of the Northwest ¼ of said Section 33 a distance of 290.4 feet; thence West a distance of 150 feet; thence North a distance of 290.4 feet to the true point of beginning.

PARCEL 2:

As to a permanent non-exclusive easement and right of way for roadway purposes over and across the North 15 feet of the North Half of the Northwest Quarter of Section 33, Township 14 North, Range 20 East, M.D.M., Douglas County, Nevada.

Assessor's Parcel No. 1420-33-101-002

**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 5/4/19  
BOBBIE F. WILLIAMS, Clerk of Court

of the State of Nevada, in and for the County of Douglas,

By [Signature] Deputy