

DOUGLAS COUNTY, NV

2019-936021

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TICOR TITLE - GARDNERVILLE

KAREN ELLISON, RECORDER

APN # 1220-20-001-040

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons.
(Pursuant to NRS 239b.030)

Recording Requested by and Return to:

TICORTITLE OF NEVADA, INC.
1483 US Highway 395 N, Suite B

Gardnerville, NV 89410

*Stipulation and Settlement
Agreement*

(Title on Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2 (Additional recording fee applies).

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

RECEIVED

SEP 30 2019

FILED

1 Case No. 19-CV-0199

2 Dept. II

Douglas County
District Court Clerk

2019 SEP 30 AM 11:21

3 This document does not contain
4 personal information of any person.

DOODIE R. WILLIAMS
CLERK
A. NEWTON
BY _____ DEPUTY

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

9 MELISSA ALLMETT, f.k.a. MELISSA OXLEY, an
10 individual

11 Plaintiff,

**STIPULATION AND
SETTLEMENT AGREEMENT**

12 vs.

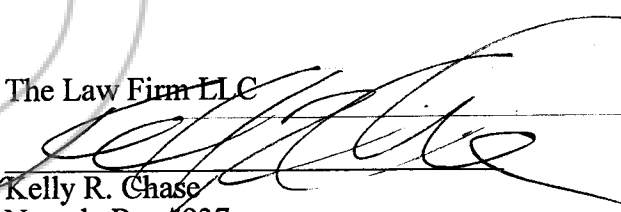
13 BENJAMIN MARIANO, a individual, and DOES I
14 through XX, inclusive,

15 Defendants.

16
17 Attached hereto is "Stipulation and Settlement Agreement" pertaining to the within matter.

18 DATED this 30th day of September, 2019.

20 The Law Firm LLC

21 
22 Kelly R. Chase
23 Nevada Bar #937
24 P.O. Box 2800
25 Minden NV 89423
26 (775) 782-3099
27 Attorney for Plaintiff
28

Kelly R. Chase
The Law Firm LLC

P.O. Box 2800, Minden, NV 89423 (775) 782-3099

1 E. The parties are desirous of entering into this Agreement to compromise and settle the Action
2 and all other claims either party may have against the other except as otherwise expressly reserved herein,
3 and therefore agree to execute this Agreement made for the purpose of settling the disputes between the
4 parties and to stipulate to dismissal of the Action with prejudice as set forth herein.

5 In consideration of the mutual covenants and promises set forth below, the parties hereby agree as
6 follows:

7 1. The parties agree that Mariano shall convey the Property to Allmett and Allmett shall pay to
8 Mariano the sum of \$25,000, and satisfy the Loan to cause a reconveyance of the DOT. Allmett shall pay
9 all costs of escrow and any title insurance requested by Allmett or taxes payable as a result of the transaction;
10 it being the intent of this Agreement that Mariano shall receive the net sum of \$25,000 and be removed from
11 liability on the Loan by virtue of the satisfaction thereof by Allmett.

12 2. Mariano agrees to execute and timely deliver to Escrow so as not to delay the Closing of
13 Escrow, a "Grant, Bargain and Sale Deed" in recordable form and acceptable to the Escrow/Title agent,
14 transferring all Mariano's right title and interest in and to the Property to Allmett in such form as she may
15 direct. Mariano represents the he has not caused any encumbrance, lien or any other interest in the Property
16 as reflected in the Preliminary Title Report from Ticor Title of Nevada, Order No. 01903913-RLT, through
17 the date of July 5, 2019, a copy of which was provided to Mariano, and which representation shall remain
18 as valid as of the date of Closing and thereafter.

19 3. The parties agree that all items of furniture, fixtures, equipment and all items of personal
20 property that are located on or within the Property shall be and is hereby the property of Allmett and shall
21 remain in Allmett's possession and ownership.

22 4. The parties agree that Rishelle Thompson, Ticor Title of Nevada, Inc., Gardnerville, Nevada
23 shall act as the Escrow/Title agent for the sale transaction. The parties are expressly excluded from making
24 unilateral instructions supplemental to this Agreement without agreement and consent of the other party in
25 writing, and the provisions of this Agreement shall govern and prevail over any and all escrow instructions;
26 provided, however, that the Escrow Holder may require, and the parties shall execute, standard escrow
27 instructions so long as the same does not contradict the terms of this Agreement.

28 ///

1 5. Escrow to close within 60 days from full execution hereof by the parties (the “Close” or
2 “Closing”); provided, however, that Allmett, at her sole discretion, may extend the Closing date another 60
3 days to accommodate refinancing of the Loan. At such time that Allmett desires to Close, Allmett shall
4 notify Mariano of the expected date.

5 6. Effective as of and conditioned upon the Closing, and as material consideration hereunder,
6 the parties hereby agree to fully and irrevocably release, acquit, and discharge the other, and each of them,
7 from any and all liabilities of any kind, claims whether for money in any amount or otherwise, causes of
8 action, damages, costs (including costs of suit and attorneys’ fees and expenses), or demands, of whatever
9 nature, character, type, or description, whether known or unknown, existing or potential, or suspected or
10 unsuspected, asserted or may hereafter have or might assert by one party against the other, by reason of any
11 act or omission on the part of either party which liabilities, claims, cross-claims, causes of action, damages,
12 costs or demands are based upon, arise out of, or relate to the facts and circumstances set forth in the Action.

13 7. Upon performance by Mariano of his obligations herein and at such time that Escrow
14 requests, Allmett hereby authorizes and direct her attorney to dismiss the Action with prejudice. And provide
15 to Escrow any and all documents necessary as may be requested by Escrow to release the lis pendens filed
16 against the Property and dismiss the Action with prejudice. Except as otherwise provided herein all parties
17 are to bear their own expenses and attorney fees incurred in the Action.

18 8. Each party represents to the other party that it has not incurred any liability for brokerage fees
19 or commissions and that no real estate broker or agent has acted for it in connection with this Agreement.
20 Each party indemnifies and agrees to hold the other party harmless from any and all claims and/or expense
21 resulting to the other party by reason of a breach of the representation made by such party herein.

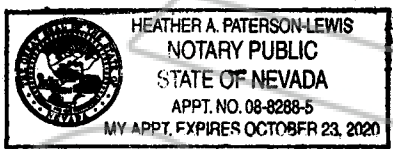
22 9. The parties hereto acknowledge that they have been represented in the negotiations for and
23 in preparation of this Agreement by counsel of their own choosing or that each party was advised and had
24 adequate opportunity to have this agreement reviewed by legal counsel; that the parties hereto have read this
25 Agreement and are fully aware of its contents; and, that all parties enter into this Agreement voluntarily by
26 their own accord and without force, duress or undue influence, and with all due authority to bind the parties
27 fully hereto.

28 ///

1 STATE OF NEVADA)
2 COUNTY OF DOUGLAS) ss.

3 On July 25, 2019, personally appeared before me, Heather A. Paterson-Lewis,
4 a notary public, **Melissa K. Allmett**, personally known (or proved) to me to be the person whose name is
5 subscribed to the above instrument who acknowledged that she executed the instrument.

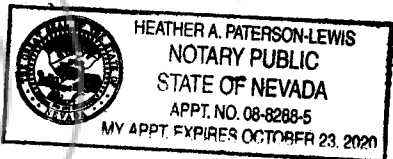
6
7 Heather A. Paterson-Lewis
8 NOTARY PUBLIC



11 STATE OF NEVADA)
12 COUNTY OF DOUGLAS) ss.

13 On July 25, 2019, personally appeared before me, Heather A. Paterson-Lewis,
14 a notary public, **Benjamin J. Mariano**, personally known (or proved) to me to be the person whose name
15 is subscribed to the above instrument who acknowledged that he executed the instrument.

16
17 Heather A. Paterson-Lewis
18 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.

5 DATE 9/30/19
BOBBIE R. WILLIAMS Clerk of Court
of the State of Nevada, in and for the County of Douglas,
By [Signature] Deputy