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

Appliation 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.

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STIPULATION AND SETTLEMENT AGREEMENT

THIS AGREEMENT is made this <u>25</u> day of July, 2019, between MELISSA K. ALLMETT, fka MELISSA K. OXLEY (hereinafter, "Allmett"), and BENJAMIN J. MARIANO (hereinafter, "Mariano"). The parties hereby enter into this Stipulation and Settlement agreement to confirm in writing the agreement reached to resolve issues concerning residential real property located in Douglas County, State of Nevada, and related civil action, which agreement is based on the following recitals deemed material to this agreement:

RECITALS

A. The subject of this agreement is the following described real property located in Douglas County, Nevada, commonly known and located at 787 Rubio Way, Gardnerville, Nevada (hereinafter the "Property"), as more particularly described as:

LOT 12, OF BLOCK C, AS SHOWN ON THE MAP OF MARRON ESTATES, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON SEPTEMBER 9, 1980, IN BOOK 980 PAGE 682 AS DOCUMENT NO. 48330

Douglas County Assessor's Parcel Number: 1220-20-001-040

[In compliance with NRS 111.312, the above legal description was taken from instrument recorded on June 12, 2012, as File No. 803897, BK-612, PG-2815, Official Records of Esmeralda County, Nevada.]

- B. The Property was purchased June 12, 2012 with a purchase money mortgage under Mariano's name (hereinafter, the "Loan"), and title taken in Mariano's name as a single man by that "Grant Bargain, and Sale Deed" recorded as Document No. 803987, and the Loan secured by the Property via a Deed of Trust recorded as Document No. 803989 (hereinafter, the "DOT"), Official Records of the Douglas County Recorder's Office.
- C. Allmett has occupied the Property since the date of purchase and paid all amounts due under the Loan, all taxes and assessments, and maintenance costs and a dispute has arisen between the parties as to their agreement regarding their respective interests in the Property.
- D. Allmett filed a civil action against Mariano for declaratory and other relief in the Ninth Judicial District Court of the State of Nevada, in and for the County of Douglas, Case No. 19-CV-0199 (hereinafter the "Action"), which has been served on Mariano.

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

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

- 1. The parties agree that Mariano shall convey the Property to Allmett and Allmett shall pay to Mariano the sum of \$25,000, and satisfy the Loan to cause a reconveyance of the DOT. Allmett shall pay all costs of escrow and any title insurance requested by Allmett or taxes payable as a result of the transaction; it being the intent of this Agreement that Mariano shall receive the net sum of \$25,000 and be removed from liability on the Loan by virtue of the satisfaction thereof by Allmett.
- 2. Mariano agrees to execute and timely deliver to Escrow so as not to delay the Closing of Escrow, a "Grant, Bargain and Sale Deed" in recordable form and acceptable to the Escrow/Title agent, transferring all Mariano's right title and interest in and to the Property to Allmett in such form as she may direct. Mariano represents the he has not caused any encumbrance, lien or any other interest in the Property as reflected in the Preliminary Title Report from Ticor Title of Nevada, Order No. 01903913-RLT, through the date of July 5, 2019, a copy of which was provided to Mariano, and which representation shall remain as valid as of the date of Closing and thereafter.
- 3. The parties agree that all items of furniture, fixtures, equipment and all items of personal property that are located on or within the Property shall be and is hereby the property of Allmett and shall remain in Allmett's possession and ownership.
- 4. The parties agree that Rishele Thompson, Ticor Title of Nevada, Inc., Gardnerville, Nevada shall act as the Escrow/Title agent for the sale transaction. The parties are expressly excluded from making unilateral instructions supplemental to this Agreement without agreement and consent of the other party in writing, and the provisions of this Agreement shall govern and prevail over any and all escrow instructions; provided, however, that the Escrow Holder may require, and the parties shall execute, standard escrow instructions so long as the same does not contradict the terms of this Agreement.

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

- 6. Effective as of and conditioned upon the Closing, and as material consideration hereunder, the parties hereby agree to fully and irrevocably release, acquit, and discharge the other, and each of them, from any and all liabilities of any kind, claims whether for money in any amount or otherwise, causes of action, damages, costs (including costs of suit and attorneys' fees and expenses), or demands, of whatever nature, character, type, or description, whether known or unknown, existing or potential, or suspected or unsuspected, asserted or may hereafter have or might assert by one party against the other, by reason of any act or omission on the part of either party which liabilities, claims, cross-claims, causes of action, damages, costs or demands are based upon, arise out of, or relate to the facts and circumstances set forth in the Action.
- 7. Upon performance by Mariano of his obligations herein and at such time that Escrow requests, Allmett hereby authorizes and direct her attorney to dismiss the Action with prejudice. And provide to Escrow any and all documents necessary as may be requested by Escrow to release the lis pendens filed against the Property and dismiss the Action with prejudice. Except as otherwise provided herein all parties are to bear their own expenses and attorney fees incurred in the Action.
- 8. Each party represents to the other party that it has not incurred any liability for brokerage fees or commissions and that no real estate broker or agent has acted for it in connection with this Agreement. Each party indemnifies and agrees to hold the other party harmless from any and all claims and/or expense resulting to the other party by reason of a breach of the representation made by such party herein.
- 9. The parties hereto acknowledge that they have been represented in the negotiations for and in preparation of this Agreement by counsel of their own choosing or that each party was advised and had adequate opportunity to have this agreement reviewed by legal counsel; that the parties hereto have read this Agreement and are fully aware of its contents; and, that all parties enter into this Agreement voluntarily by their own accord and without force, duress or undue influence, and with all due authority to bind the parties fully hereto.

- at the request of the parties with the assistance of their attorneys. Each party acknowledges that the attorneys, and their respective law firms, make no representations as to the tax obligations or consequences to either party as a result of this Agreement. Each party has been specifically advised to seek independent tax advice concerning the effects of this Agreement.
- 11. This Agreement is entered into in the State of Nevada, and shall be construed and interpreted under and in accordance with the laws of the State of Nevada applicable to agreements made and to be wholly performed within the State of Nevada. In the event a legal proceeding is commenced to enforce the terms of this agreement, venue of such action shall be in a court of competent jurisdiction in Minden, Douglas County, Nevada.
- 12. In the event that any action or proceeding is brought for the purpose of determining or enforcing the right of a party or parties hereunder, the party or parties prevailing in such action or proceeding shall be entitled to recover from the other party or parties all costs and expenses incurred by the prevailing party or parties, including attorney's fees.
 - 13. This is a compromise of a disputed debt and is not an admission of liability.
- 14. The parties further agree to execute any additional documents and cooperate with the other as may be necessary to carry out the provisions of this Agreement.
- 15. This Agreement shall be binding upon and shall inure to the benefit of the heirs, estates, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

Melissa K. Allmett Benjamin

[NOTARY ACKNOWLEDGMENTS ON NEXT PAGE]

Marilano

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	HEATHER A. PATERSON-LEWIS
7	NOTARY PUBLIC STATE OF NEVADA
8	APPT. NO. 08-8288-5 MY APPT, FXPIRES OCTOBER 23, 2020
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10	
11	STATE OF NEVADA)
12) ss. COUNTY OF DOUGLAS
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.
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17	Seather of this tus
18	NOTARY PUBLIC HEATHER A. PATERSON-LEWIS NOTARY PUBLIC STATE OF MENU.
19	STATE OF NEVADA APPT. NO. 08-8288-5 MY APPT. EXPIRES OCTOBER 23, 2020
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27	CERTIFIED COPY The document to which this certificate is citached is a
28	full, true and correct copy of the original in file and or record in my office:
	5 DATE 9 30 19 BOBBIER, WILLIAMS CHERK OF COURT
	of the State of Navada, in and for the County of Douglas,
	By Deputy
•	I The Company of th