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Rev. 02/14

AUG 09 2021

WATER RESOURCES
WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

For Office Use Only

Updated by CU
Date 9-21-21

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SEP 14 2021

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SEP 21 2021

DEPARTMENT OF
WATER RESOURCES

This form can be used to notify the Department of a change in
address of the owners of record for the listed water rights.
(Please print or type)

Department of Water Resources
Eastern Region

Water Right Number(s):

All

Name(s):

Spiro Daskalos, BHR Ranch LLC
Split River Ranch LLC, Barzo Ranch LLC.
Salmon Idaho Investors LLC. Basin Creek LLC

Old Mailing Address:

3 Via Di Lugano
Henderson NV 89011-2229

New Mailing Address:

126 Cassia Way #100
Henderson Nevada 89014
Attention Spiro Daskalos.

Telephone Number:

702-400-3808

Email:

Spiro@absnevada.com

Signature(s) of Owner(s)

[Signature]
sole member & owner of LLCs
(Include your title if on behalf of company or organization.)

Date:

8-2-21

Send a signed original to your closest regional office:

IDWR Northern Region
7600 N. Mineral Dr., Suite 100
Coeur d'Alene, ID 83815-7763
(208) 762-2800

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

IDWR Southern Region
650 Addison Ave W, Suite 500
Twin Falls, ID 83301-5858
(208) 736-3033

Active Water Rights:

Spiro Daskalos & Annette Daskalos

74-1842
74-1841
74-1025F
74-1061
74-2146
74-15888

Bar 20 Ranch LLC

74-10070
74-966
74-7300
74-2283
74-967
74-2182
74-2227
74-1830
74-1779

Salmon Idaho Investors LLC

74-15600
74-16025
74-2008

No water rights found for:

Split River Ranch LLC
BHR Ranch LLC
Basin Creek LLC

-- Lynne Evans, IDWR Western Region

AUG 09 2021

WATER RESOURCES
WESTERN REGION**Bar 20 Ranch LLC**

August 3, 2021

Idaho Department of water resources
2735 Airport way
Boise Idaho 83705-5082

RE: Address changes for following water right holders

Split River Ranch LLC

BHR Ranch LLC (Buckhorn)

Bar 20 Ranch LLC

Salmon Idaho Investors LLC

Basin Creek LLC

Hello

My name is Spiro Daskalos and I am the sole owner of the listed entities above that hold water rights in the state of Idaho in Lemhi county.

Recently in a divorce settlement, I have retained all the property in Lemhi county along with the corresponding water rights.

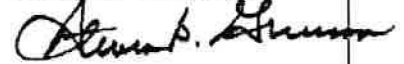
The previous address was ***3 via di Lugano Henderson Nevada 89011*** which is no longer my address.

The "new" address as specified on the application is 126 Cassia Way Henderson Nevada 89014 which is my company Headquarters.

Also to note, please remove Annette Daskalos off of all contact information as she has no interest in any of the Ranches.

Spiro Daskalos

Sole owner and Managing Member of listed entities



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AUG 31 2021

WATER RESOURCES
WESTERN REGION

NEO
MICHAEL C. VAN, ESQ.
Nevada Bar No. 3876
GRAYSON J. MOULTON, ESQ.
Nevada Bar No. 14587
SHUMWAY VAN
8985 South Eastern Avenue, Suite 100
Las Vegas, Nevada 89123
Telephone: (702) 478-7770
Facsimile: (702) 478-7779
Email: michael@shumwayvan.com
grayson@shumwayvan.com
Attorneys for Defendant

DISTRICT COURT, FAMILY DIVISION
CLARK COUNTY, NEVADA

ANNETTE DASKALOS,

Plaintiff,

vs.

SPIRO DASKALOS,

Defendant.

Case No.: D-18-570759-D

Dept. No.: Q

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that the STIPULATED DECREE OF DIVORCE AND ORDER
TO VACATE ALL FUTURE PROCEEDINGS was entered on the 23rd day of March 2020, a
copy of which is attached hereto.

Dated this 25th day of March 2020.

SHUMWAY VAN

/s/ Grayson J. Moulton

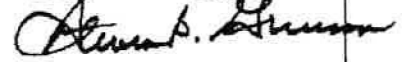
MICHAEL C. VAN, ESQ., #3876
GRAYSON J. MOULTON, ESQ., #14587
8985 South Eastern Ave., Suite 100
Las Vegas, Nevada 89123
Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on this 25th day of March 2020, I electronically filed and served a true and correct copy of the NOTICE OF ENTRY OF ORDER to all parties listed on the master service list in accordance with the Electronic Service and Filing Order created in this matter. I further certify that a copy was mailed and emailed to the following individual(s):

Annette Daskalos
25 Strada Di Circolo
Henderson, NV 89011
annette@acdhomes.com

By: /s/ Christina Garcia
Employee of Shumway Van



1 MICHAEL C. VAN, ESQ.
Nevada Bar No. 3876
2 GRAYSON J. MOULTON, ESQ.
Nevada Bar No. 14587
3 **SHUMWAY VAN**
4 8985 South Eastern Avenue, Suite 100
Las Vegas, Nevada 89123
5 Telephone: (702) 478-7770
6 Facsimile: (702) 478-7779
7 Email: *michael@shumwayvan.com*
grayson@shumwayvan.com
8 *Attorneys for Defendant*

9
10 **DISTRICT COURT – FAMILY DIVISION**
CLARK COUNTY, NEVADA

11 ANNETTE DASKALOS,

12 Plaintiff,

13 vs.

14 SPIRO DASKALOS,

15 Defendant.

Case No.: D-18-570759-D

Dept. No.: Q

16
17
18 **STIPULATED DECREE OF DIVORCE AND ORDER TO VACATE ALL**
FUTURE PROCEEDINGS

19 Come Now, the Plaintiff ANNETTE DASKALOS, (“Annette”) in Proper
20 Person, and Defendant, SPIRO DASKALOS, (“Spiro”) by and through his attorneys
21 of record, SHUMWAY WAY, and hereby stipulate to the following:

22 WHEREAS, Annette and Spiro were married on September 26, 1992 in
23 Oakland, California; and,

24 WHEREAS, both the Plaintiff and Defendant have been actual and bona fide
25 residents of Clark County, Nevada, and have been actually domiciled in Clark
26 County for more than six (6) weeks immediately prior to the commencement of this
27 action; and,

28 **RECEIVED**

MAR 06 2020

DEPARTMENT Q

SHUMWAY - VAN

8985 South Eastern Avenue, Suite 100

Las Vegas, Nevada 89123

Telephone: (702) 478-7770 Facsimile: (702) 478-7779

19 ☐ Other
20 ☐ Dismissed - Want of Prosecution
21 ☐ Involuntary (Statutory) Dismissal
22 ☐ Default Judgment
23 ☐ Transferred
24 ☐ Disposed After Trial Start
25 ☐ Judgment Reached by Trial
26 ☐ Settled/Withdrawn
27 ☒ Without Judicial Conf/Hrg
28 ☐ With Judicial Conf/Hrg

1 WHEREAS, the Parties have been living separate and apart since mid-2018;
2 and,

3 WHEREAS, there are two (2) children of the marriage: ALEXCIA
4 DASKALOS ("Lexi"), born February 8, 1998, and NICHOLAS DASKLAOS
5 ("Nick"), born April 21, 1999. However, as both are over the age of majority,
6 custody does not factor into this case; and,

7 WHEREAS, the Parties have accumulated assets however, consistent with
8 those assets are substantial debts associated therewith; and,

9 WHEREAS, the Parties agreed to mediate the matter before Robert
10 Dickerson; and,

11 WHEREAS, a mediation was held on January 23 and 24, 2020; and,

12 WHEREAS, as a result of that mediation the parties agreed in principle to the
13 structure of a Settlement Agreement; and

14 WHEREAS, thereafter, the parties, outside of counsel, agreed to additional
15 and other final terms for resolution of the remaining issues; and,

16 WHEREAS, as a result of the MARITAL SETTLEMENT AGREEMENT
17 executed on February 5 and 6, 2020 respectively, which resolves most if not all of
18 the issues associated with the Divorce, a copy of which is attached hereto and
19 incorporated herein by this reference.

20 NOW THEREFORE, it is hereby ORDERED, ADJUDGED AND
21 DECREED this Court has complete jurisdiction in the premises, both as to the
22 subject matter thereof and the parties hereto; the Plaintiff and Defendant have each
23 been and are actual and bona fide residents of Clark County, State of Nevada, and
24 have been actually domiciled therein for more than six (6) weeks immediately prior
25 to the commencement of this action;

26 IT IS FURTHER ORDERED ADJUDGED AND DECREED, that the Bonds
27 of Matrimony now and heretofore existing between Plaintiff and Defendant be, and
28

1 the same are, hereby dissolved and set aside and held for naught, and the Parties are
2 absolutely divorced and released from any marital obligations each to the other, and
3 that each of the Parties hereto is hereby restored to the status of a single, unmarried
4 person.

5 IT IS FURTHER ORDERED ADJUDGED AND DECREED that the Parties
6 are incompatible in marriage in that their likes, dislikes, friends, and associates have
7 become so divergent as to make it impossible for them to live in marital harmony.

8 IT IS FURTHER ORDERED ADJUDGED AND DECREED that the
9 community assets and community debts of the Parties have been, or hereby will be
10 equitably divided consistent with the Marital Settlement Agreement attached hereto
11 as Exhibit A and incorporated herein by this reference.

12 IT IS FURTHER ORDERED ADJUDGED AND DECREED that the Parties
13 hereby certify that they have disclosed all community assets and debts and that there
14 are no other community assets or debts for this Court to divide except as described
15 below and through the Marital Settlement Agreement.

16 IT IS FURTHER ORDERED ADJUDGED AND DECREED ANNETTE
17 shall receive, and have confirmed to her, as her sole and separate property, free of
18 all claims and rights of SPIRO, the real property located in the State of Idaho known
19 as the "Main Street" property, subject to all liens and encumbrances thereon
20 (reference is made to such parcel of real property by the name the parties have used
21 in describing the property in this divorce action, and the parties understand and agree
22 that the actual legal description will be set out in the Marital Settlement Agreement
23 as well as the transfer documents to be prepared by counsel for the Defendant and
24 agreed to by the Plaintiff, as well as in an appropriate deed to be recorded in the
25 required county in Idaho).

26 IT IS FURTHER ORDERED ADJUDGED AND DECREED that SPIRO
27 shall receive, and have confirmed to him, as his sole and separate property, free of
28

1 all claims and rights of ANNETTE, the following real property located in the State
2 of Idaho, subject to all liens and encumbrances thereon (reference is made to each
3 such parcel of real property by the name the parties have used in describing the
4 property in this divorce action, and the parties understand and agree that the actual
5 legal description will be set out in the transfer documents consistent with the Marital
6 Settlement Agreement and this Decree of Divorce to be prepared by counsel for the
7 Defendant and reviewed for signature by the Plaintiff, as well as in an appropriate
8 deed to be recorded in the required county in Idaho) as follows:

- 9 a. Buckhorn Ranch;
- 10 b. Split River Ranch;
- 11 c. Redman;
- 12 d. Bar 20 (however, this property will be subject to a first Trust Deed
13 which will act as security for the Promissory Note in favor of ANNETTE as further
14 set forth herein;
- 15 e. Sharon Taylor;
- 16 f. Rock Creek;
- 17 g. Adams/Opal Lane;
- 18 h. Commercial Riverfront; and
- 19 I. Basin Creek.

20 IT IS FURTHER ORDERED ADJUDGED AND DECREED each party shall
21 execute appropriate quitclaim deeds, assignments, Promissory Notes and/or all other
22 transfer documents necessary to transfer the real property referenced above to the
23 other party as his or her sole and separate property within ten (10) days from the date
24 of this Decree. Similarly, the appropriate first deed of trust, mortgage, or other form
25 of encumbrance recognized in Idaho for the property known as Bar 20 also shall be
26 executed by SPIRO (or the titled owner of each such parcel of real property) at the
27 time of execution for the Initial Payment as defined herein, and the said security
28

1 documents shall be recorded with the appropriate real property recording office in
2 Idaho at the same time as the recording of the quitclaim deeds. The purpose of the
3 Promissory Note and Deed of Trust on the Bar 20 Ranch in favor of ANNETTE is
4 to secure a Promissory Note in the amount of \$700,000.00 as is set forth below which
5 will be recorded against the Bar 20 Ranch.

6 IT IS FURTHER ORDERED ADJUDGED AND DECREED to equalize the
7 above division of the Idaho properties, SPIRO shall pay to ANNETTE the sum and
8 amount of \$1,700,000, which shall be evidenced by a payment and a promissory
9 note secured by a first deed of trust/encumbrance (i.e., the appropriate first mortgage,
10 deed of trust, or other form of secured encumbrance recognized in the State of Idaho)
11 on the Bar 20 property. The said promissory note shall be interest free until such
12 time SPIRO defaults on any payment set forth below. The Promissory Note shall be
13 paid and become due and payable as set forth herein. If any payment is not paid in
14 full on or before the due date set forth below, then interest shall run at the default
15 rate as is set forth herein for that payment only. Payments shall be made as follows:

16 a. One Million Dollars (\$1,000,000.00) ("Initial Payment") due and
17 payable on or before close of business on June 1, 2020. In the event payment is not
18 made on or before that date and time, default interest shall accrue in the amount of
19 eight percent (8%) until paid in full;

20 b. Seven Hundred Thousand dollars (\$700,000.00) ("Subsequent
21 Payments") secured by the above mentioned Promissory Note and Deed of Trust,
22 with interest in the amount of three percent (3%) per annum, on the unpaid amount,
23 with interest beginning to accrue on June 1, 2021 with payments as follows:

24 1. Payment One in the amount of One hundred Seventy-Five
25 thousand Dollars (\$175,000.00), is due on or before June 1, 2021. In the event
26 payment is not made on or before that date and time, default interest shall accrue in
27
28

1 the amount of eight percent (8%) until paid in full on any unpaid balance of this
2 Payment One;

3 2. Payment Two in the amount of One hundred Seventy-Five
4 thousand Dollars (\$175,000.00) is due on or before June 1, 2022. In the event
5 payment is not made on or before that date and time, default interest shall accrue in
6 the amount of eight percent (8%) until paid in full on any unpaid balance of this
7 Payment Two;

8 3. Payment Three in the amount of One hundred Seventy-
9 Five thousand Dollars (\$175,000.00) is due on or before June 1, 2023. In the event
10 payment is not made on or before that date and time, default interest shall accrue in
11 the amount of eight percent (8%) until paid in full on any unpaid balance of this
12 payment Three, and;

13 4. Payment Four in the amount of One hundred Seventy-Five
14 thousand Dollars (\$175,000.00) is due on or before June 1, 2024. In the event
15 payment is not made on or before that date and time, default interest shall accrue in
16 the amount of eight percent (8%) until paid in full on any unpaid balance of this
17 payment Four, which also constitutes the final payment;

18 Again, the above payments will be as to the Promissory Note as set forth
19 above, and will be secured by the Bar 20 Ranch. As further set forth above, each
20 payment will bear interest in the amount of three percent (3%). However, in the
21 event of a default, the payment thereafter will bear interest in the amount of eight
22 percent (8%) until paid in full. SPIRO will have a fifteen (15) day cure period for
23 each and every payment.

24 IT IS FURTHER ORDERED ADJUDGED AND DECREED The parties
25 acknowledge and agree that SPIRO owns a fifty percent (50%) membership interest
26 in American Building Systems, LLC ("ABS"), a Nevada limited liability company.
27 The parties agree that SPIRO's membership interest in ABS is community property
28

1 to be equally divided between the parties. In this regard, the parties agree that the
2 membership interest shall be awarded to SPIRO and ANNETTE shall be
3 compensated for her community property interest in ABS in the amount of Two
4 Hundred Fifty Thousand dollars (\$250,000.00). Further, Annette shall be
5 indemnified and held harmless as to any debts, obligations, bonds or liabilities
6 associated with ABS in any form or fashion.

7 The parties have further agreed that Jim Main, (ABS), Jeff Nash (Western
8 Valuation Advisors) and Jenny Allen (Anthem Forensics) have all met and that this
9 amount is a reasonable amount based upon the existing reviews. Payments to
10 Annette will be made in four equal payments of \$62,500.00 with the first payment
11 being due on June 1, 2021 with interest to begin to accrue at three percent (3%)
12 thereafter and default interest in the amount of eight percent (8%) on any unpaid
13 amount when due similar to the payment schedule for the properties as set forth
14 above.

15 Additionally, so long as ABS continues to have a McDonald Ranch Social
16 Membership for the Company, Annette will be included as one of those on the
17 Membership list for at least four (4) years. In the event that this discretionary
18 expense is terminated, then so will Annette's access to the same.

19 IT IS FURTHER ORDERED ADJUDGED AND DECREED ANNETTE
20 shall receive, and have confirmed to her, as her sole and separate property, free of
21 all claims and rights of SPIRO but subject to any liabilities associated therewith, the
22 following:

- 23 1. a 100% membership interest in ACD Properties, LLC, a Nevada limited
24 liability company;
- 25 2. a 100% membership interest in The Rustic Rooms Design, LLC, a
26 Nevada limited liability company;

1 3. a 100% membership interest in Elements Design N Decor, LLC, a
2 Nevada limited liability company;

3 4. all bank accounts and investment accounts held in ANNETTE's name;

4 5. the 2016 Yukon Denali;

5 6. the toy hauler located in Idaho;

6 7. all of ANNETTE's clothing, jewelry and personal property and effects
7 located in Idaho; and those select few items such as the 2 chairs located at Rock
8 Creek in the bedroom, Grandmother's plates, linens and other family related items.
9 These will be specifically identified and/or mutually agree upon between Spiro and
10 Annette. The general assumption is that the personal property in Idaho is being sold
11 with the land subject to the specific identification of family heirlooms or artifacts.

12 8. all other personal property in ANNETTE's possession in Las Vegas,
13 Nevada, as of this date (January 24, 2020), specifically including, but not limited to,
14 all furniture, furnishing, fixtures, jewelry, clothing, personal property and personal
15 effects.

16 9. any property in Idaho not specifically agreed upon between the Parties
17 will remain in Idaho and subject to further paragraphs herein.

18 IT IS FURTHER ORDERED ADJUDGED AND DECREED SPIRO shall
19 receive, and have confirmed to him, as his sole and separate property, free of all
20 claims and rights of ANNETTE, the following:

21 1. all bank accounts and investment accounts held in SPIRO's name

22 2. all ownership interests in ABS;

23 3. all the Idaho properties as outlined above subject to the security interest
24 on the Bar 20 Ranch;

25 4. all of SPIRO's jewelry, clothing, personal property, guns and personal
26 effects. All wildlife mounts, furnishings and artwork, motorized vehicles, equipment,
27 machinery, tools, implements, signs in the barn and other items that were purchase to
28

1 be incorporated or used in the Idaho property will remain and are sold with the Idaho
2 real property.

3 5. any property in Idaho not specifically agreed upon between the Parties
4 will remain in Idaho and subject to further paragraphs herein.

5 IT IS FURTHER ORDERED ADJUDGED AND DECREED
6 notwithstanding the above, the parties acknowledge and agree that there are personal
7 property assets owned by the parties that are located in Nevada and/or Idaho,
8 specifically including, but not limited to, all the furniture and furnishing that were
9 in the parties' former marital residence in MacDonald Ranch in Henderson, Nevada,
10 and various personal property equipment and vehicles in Idaho. Each of the Parties
11 received portions of that personal property from the MacDonald Ranch house which
12 is located in Las Vegas. Annette took some of the property with her when she
13 relocated to the Lake Las Vegas property. Spiro additionally received a portion of
14 the personal property from the MacDonald Ranch house. The parties agree that
15 Annette will be provided all her clothing and personal items from the Idaho
16 properties. Annette will provide Spiro with a list of other personal property that she
17 would like from the Idaho properties. The Parties will agree on the distribution of
18 the personal property located in Idaho. In the event the Parties cannot agree on the
19 items to go to Annette, then the Parties agree to Mediate through family, then
20 through counsel, then private mediation prior to seeking court intervention. Other
21 than those items agreed upon, no other personal property will be removed from the
22 Idaho properties until such time as there is a written agreement between the Parties
23 or a court order identifying the property to be taken.

24 IT IS FURTHER ORDERED ADJUDGED AND DECREED ANNETTE
25 shall assume, pay, and be solely responsible for any and all debt associated with any
26 of the property received by her as her sole and separate property, as well as all debt
27 held in her name, and ANNETTE agrees to defend, indemnify, and hold SPIRO
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1 harmless for any such debt, specifically including, but not limited to the following
2 unsecured debt:

- 3 a. any outstanding obligation owed to Ulta;
- 4 b. any outstanding obligation owed to William Sonoma;
- 5 c. any outstanding obligation owed to on the Citicard Visa credit card held
6 in ANNETTE's name); and
- 7 d. any and all tax liability for income ANNETTE received in 2019.

8 IT IS FURTHER ORDERED ADJUDGED AND DECREED SPIRO shall
9 assume, pay, and be solely responsible for any and all debt associated with any of
10 the property received by him as his sole and separate property, as well as all debt
11 held in his name, and SPIRO agrees to defend, indemnify, and hold ANNETTE
12 harmless for any such debt, specifically including, but not limited to the following
13 unsecured debt:

- 14 a. any outstanding obligation owed to Bank of Nevada;
- 15 b. any obligations associated with ABS;
- 16 c. any and all obligations associated with the Idaho properties;
- 17 d. any outstanding obligation owed to American Express (or owed on the
18 American Express credit card held in SPIRO's name); and
- 19 e. any and all tax liability for income SPIRO received in 2019.

20 It is not believed that there is any community debt other than as is set forth
21 herein, however, in the event that any is later identified it will be divided equally
22 unless said debt was for a particular party.

23 IT IS FURTHER ORDERED ADJUDGED AND DECREED neither party
24 shall be required or ordered to pay alimony to the other party.

25 IT IS FURTHER ORDERED ADJUDGED AND DECREED Each party shall
26 pay and be responsible for his or her own attorneys' fees and costs incurred as of the
27 date of this Decree and through the date of the finalization of the parties' divorce
28

1 and all matters thereafter to effectuate the terms of the parties' settlement as set forth
2 above in this Marital Settlement Agreement. However, this provision shall not apply
3 if either party challenges the validity or enforcement of the parties' settlement as set
4 forth above in this Marital Settlement Agreement; and in such a situation, the court
5 shall have the authority and jurisdiction to award reasonable attorneys' fees to the
6 prevailing party.

7 The above Marital Settlement Agreement reflects agreements formulated in
8 mediation on January 23-24, 2020 and thereafter. Both parties represent that they
9 are of sufficient capacity to understand and enter into this Decree. The parties agree
10 that this Marital Settlement Agreement represents what each believe to be a fair and
11 reasonable resolution of the issues, and that they each have had the opportunity to
12 review the same with counsel with their respective attorneys. The parties also
13 understand and agree that the material terms of this Marital Settlement Agreement
14 shall be included in any Decree of Divorce and/or Marital Settlement Agreement
15 prepared by one or both of the parties' attorneys for the purpose of submitting the
16 same to the court to finalize the parties' divorce.

17 IT IS FURTHER ORDERED ADJUDGED AND DECREED the Parties
18 specifically warrant, covenant, and represent to the other that each has made a full
19 and fair disclosure to the other of all property and all interests in property owned or
20 claimed by each, either as separate property or community property prior to the
21 execution of this Decree.

22 IT IS FURTHER ORDERED ADJUDGED AND DECREED the parties are
23 to execute any and all instruments that may be required in order to effectuate transfer
24 of any and all interest which either one may have in and to the said property of the
25 other as awarded herein above and to do any other acts or sign any other documents
26 reasonably necessary for the consummation, effectuation, or implementation of this
27 agreement and its intents and purposes.

28

1 IT IS FURTHER ORDERED ADJUDGED AND DECREED that each party
2 shall submit the information required in NRS 125B.055, NRS 125.130 and NRS
3 125.230 on a separate form to the Court and the Welfare Division of the Department
4 of Human Resources within ten days from the date this Decree is filed. Such
5 information shall be maintained by the Clerk in a confidential manner and not part
6 of the public record. The parties shall update the information filed with the Court
7 and the Welfare Division of the Department of Human Resources within ten days
8 should any of that information become inaccurate.

9 IT IS FURTHER ORDERED ADJUDGED and DECREED that Annette will
10 retain her maiden name of Sabatte.

11 IT IS SO ORDERED.

12 DATED this ____ day of MAR 20 2020.

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DISTRICT COURT JUDGE

Submitted by:
SHUMWAY VAN


MICHAEL C. VAN, ESQ. #3876
GRAYSON J. MOULTON, ESQ. #14587
8985 South Eastern Avenue, Ste. 100
Las Vegas, NV 89123
Attorneys for Plaintiff

Approved as to form and content:


Annette Daskalos
Defendant in Proper Person

1 VERIFICATION)

2 STATE OF NEVADA)ss:

3 COUNTY OF CLARK)

4 ANNETTE DASKALOS, under penalties of perjury, being first duly sworn,
5 deposes and says:

6 That I am the Plaintiff in the above-entitled action; that I have read the
7 foregoing Stipulated Decree of Divorce and know the contents thereof; that the same
8 is true of my own knowledge, except for those matters therein contained stated upon
9 information and belief, and as to those matters, I believe them to be true.

10 DATED this 18th day of Feb., 2020.

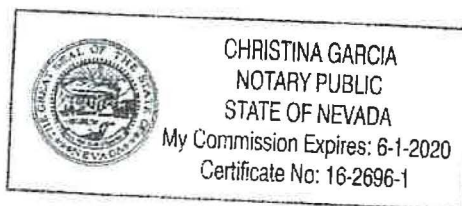
Christina Garcia
ANNETTE DASKALOS

11 SUBSCRIBED and SWORN to before me

12 this 18 day of February, 2020.

Christina Garcia

14 NOTARY PUBLIC



ACKNOWLEDGEMENT

18 STATE OF NEVADA)

)ss:

19 COUNTY OF CLARK)

20 On this 18 day of February, 2020, before me, the undersigned Notary
21 Public in and for the said County and State, personally appeared ANNETTE
22 DASKALOS, known to me to be the person described in and who executed the
23 foregoing Stipulated Decree of Divorce, and who acknowledged to me that she did
24 so freely and voluntarily and for the uses and purposes therein mentioned.

25 WITNESS my hand and official seal.

Christina Garcia

NOTARY PUBLIC



VERIFICATION

STATE OF Nevada)

)ss:

COUNTY OF Clark)

SPIRO DASKALOS, under penalties of perjury, being first duly sworn,
deposes and says:

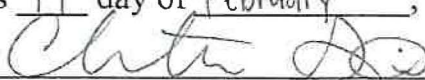
That I am the Defendant in the above-entitled action; that I have read the
foregoing Stipulated Decree of Divorce and know the contents thereof; that the same
is true of my own knowledge, except for those matters therein contained stated upon
information and belief, and as to those matters, I believe them to be true.

DATED this 19 day of February, 20²⁰19.


SPIRO DASKALOS

SUBSCRIBED and SWORN to before me

this 19 day of February, 20²⁰19.



NOTARY PUBLIC



ACKNOWLEDGEMENT

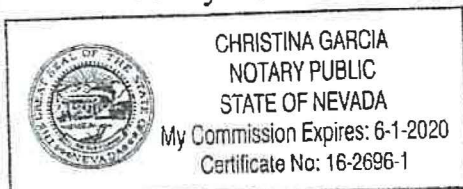
STATE OF Nevada)

)ss:

COUNTY OF Clark)

On this 19 day of February, 20²⁰19, before me, the undersigned Notary
Public in and for the said County and State, personally appeared SPIRO
DASKALOS, known to me to be the person described in and who executed the
foregoing Stipulated Decree of Divorce, and who acknowledged to me that he did
so freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.




NOTARY PUBLIC

Exhibit A

MARITAL SETTLEMENT AGREEMENT

ANNETTE DASKALOS v. SPIRO DASKALOS

Case No. D-18-570759-D

Mediation dated January 23 & 24, 2020

The following MARITAL SETTLEMENT AGREEMENT ("Agreement") is entered into between ANNETTE DASKALOS ("ANNETTE") and SPIRO DASKALOS ("SPIRO") related to issues following the dissolution of their marriage. Both ANNETTE and SPIRO have arrived at the following agreement during the process of mediation and additional discussions, due to their mutual desire to avoid litigation and arrive at a reasonable and amicable resolution. This agreement represents a final resolution of the issues addressed, and both parties agree to be bound by it. The parties further grant to Robert P. Dickerson, Esq., the mediator, and each of their respective Attorneys, Thomas J. Standish, Esq., ANNETTE's attorney, and Michael C. Van, Esq., SPIRO's attorney, their express permission to share this Marital Settlement Agreement with the court to which they are assigned.

The parties agree as follows, and the parties agree that the following terms shall be included in an appropriate Marital Settlement Agreement and/or Decree of Divorce to be prepared by one or both of the parties' attorneys, and the same shall be submitted to the court in the above referenced divorce action to finalize the parties' divorce:

A. DIVISION OF IDAHO PROPERTY:

1. ANNETTE shall receive, and have confirmed to her, as her sole and separate property, free of all claims and rights of SPIRO, the real property located in the State of Idaho known as the "Main Street" property, subject to all liens and encumbrances thereon (reference is made to such parcel of real property by the name the parties have used in describing the property in their divorce action, and the parties understand and agree that the actual legal description will be set out in the Marital Settlement Agreement and/or Decree of Divorce to be prepared by one of both of the parties' attorneys, as well as in an appropriate deed to be recorded in the required county in Idaho).

2. SPIRO shall receive, and have confirmed to him, as his sole and separate property, free of all claims and rights of ANNETTE, the following real property located in the State of Idaho, subject to all liens and encumbrances thereon (reference is made to each such parcel of real property by the name the parties have used in describing the property in their divorce action, and the parties understand and agree that the actual legal description will be set out in the Marital Settlement Agreement and/or Decree of Divorce to be prepared by one of both of the parties' attorneys, as well as in an appropriate deed to be recorded in the required county in Idaho) as follows:

- a. Buckhorn Ranch;
- b. Split River Ranch;
- c. Redman;
- d. Bar 20 (however, this property will be subject to a first Trust Deed which will act as security for the Promissory Note in favor of ANNETTE as further set forth herein;
- e. Sharon Taylor;
- f. Rock Creek;
- g. Adams/Opal Lane;
- h. Commercial Riverfront; and
- I. Basin Creek.

3. Each party shall execute appropriate quitclaim deeds, assignments, Promissory Notes and/or all other transfer documents necessary to transfer the real property referenced above to the other party as his or her sole and separate property within ten (10) days from the date of this Agreement. Similarly, the appropriate first deed of trust, mortgage, or other form of encumbrance recognized in Idaho for the property known as Bar 20 also shall be executed by SPIRO (or the titled owner of each such parcel of real property) at the time of execution for the Initial Payment as defined herein, and the said security documents shall be recorded with the appropriate real property recording office in Idaho at the same time as the recording of the quitclaim deeds. The purpose of the Promissory Note and Deed of Trust on the Bar 20 Ranch in favor of ANNETTE is to secure a Promissory Note in the amount of \$700,000.00 as is set forth below which will be recorded against the Bar 20 Ranch.

4. To equalize the above division of the Idaho properties, SPIRO shall pay to ANNETTE the sum and amount of \$1,700,000, which shall be evidenced by a promissory note secured by a first deed of trust/encumbrance (i.e., the appropriate first mortgage, deed of trust, or other form of secured encumbrance recognized in the State of Idaho) on the Bar 20 property. The said promissory note shall be interest free until such time SPIRO defaults on any payment set forth below. The said promissory note shall be paid and become due and payable as follows, and if any such payment is not paid in full on or before the due date set forth below, then interest shall run at the default rate as is set forth herein. Payments shall be made as follows:

- a. One Million Dollars (\$1,000,000.00) ("Initial Payment") due and payable on or before close of business on June 1, 2020. In the event payment is not made on or before that date and time, default interest shall accrue in the amount of eight percent (8%) until paid in full;

b. Seven Hundred Thousand dollars (\$700,000.00) ("Subsequent Payments") secured by the above mentioned Promissory Note and Deed of Trust, with interest in the amount of three percent (3%) per annum, on the unpaid amount, with interest beginning to accrue on June 1, 2021 with payments as follows:

1. *Payment One* in the amount of One hundred Seventy-Five thousand Dollars (\$175,000.00), is due on or before June 1, 2021. In the event payment is not made on or before that date and time, default interest shall accrue in the amount of eight percent (8%) until paid in full on any unpaid balance of this Payment One;

2. *Payment Two* in the amount of One hundred Seventy-Five thousand Dollars (\$175,000.00) is due on or before June 1, 2022. In the event payment is not made on or before that date and time, default interest shall accrue in the amount of eight percent (8%) until paid in full on any unpaid balance of this Payment Two;

3. *Payment Three* in the amount of One hundred Seventy-Five thousand Dollars (\$175,000.00) is due on or before June 1, 2023. In the event payment is not made on or before that date and time, default interest shall accrue in the amount of eight percent (8%) until paid in full on any unpaid balance of this payment Three, and;

4. *Payment Four* in the amount of One hundred Seventy-Five thousand Dollars (\$175,000.00) is due on or before June 1, 2024. In the event payment is not made on or before that date and time, default interest shall accrue in the amount of eight percent (8%) until paid in full on any unpaid balance of this payment Four, which also constitutes the final payment;

Again, the above payments will be secured by a Promissory Note as set forth above, and will be secured by the Bar 20 Ranch. As set forth above, each payment will bear interest in the amount of three percent (3%). However, in the event of a default, the payment thereafter will bear interest in the amount of eight percent (8%) until paid in full. SPIRO will have a fifteen (15) day cure period for each and every note.

B. AMERICAN BUILDING SYSTEMS, LLC:

1. The parties acknowledge and agree that SPIRO owns a fifty percent (50%) membership interest in American Building Systems, LLC ("ABS"), a Nevada limited liability company. The parties agree that SPIRO's membership interest in ABS is community property to be equally divided between the parties. In this regard, the parties agree that the membership interest shall be awarded to SPIRO and ANNETTE shall be compensated for her community property interest in ABS in the amount of Two Hundred Fifty Thousand dollars (\$250,000.00). Further, Annette shall be indemnified and held harmless as to any debts, obligations, bonds or liabilities associated with ABS in any form or fashion.

The parties have further agreed that Jim Main, (ABS), Jeff Nash (Western Valuation Advisors) and Jenny Allen (Anthem Forensics) have all met and that this amount is a reasonable amount based upon the existing reviews. Payments to Annette will be made in four equal payments of \$62,500.00 with the first payment being due on June 1, 2021 with interest to begin to accrue at three percent (3%) thereafter and default interest in the amount of eight percent (8%) on any unpaid amount when due.

Additionally, so long as ABS continues to have a McDonald Ranch Social Membership for the Company, Annette will be included for at least four (4) years. In the event that this discretionary expense is terminated, then so will Annette's access to the same.

C. ADDITIONAL PROPERTY TO BE AWARDED TO ANNETTE:

ANNETTE shall receive, and have confirmed to her, as her sole and separate property, free of all claims and rights of SPIRO but subject to any liabilities associated therewith, the following:

1. a 100% membership interest in ACD Properties, LLC, a Nevada limited liability company;
2. a 100% membership interest in The Rustic Rooms Design, LLC, a Nevada limited liability company;
3. a 100% membership interest in Elements Design N Decor, LLC, a Nevada limited liability company;
4. all bank accounts and investment accounts held in ANNETTE's name;
5. the 2016 Yukon Denali;
6. the toy hauler located in Idaho;
7. all of ANNETTE's clothing, jewelry and personal property and effects located in Idaho; and those select few items such as the 2 chairs located at Rock Creek in the bedroom, Grandmother's plates, linens and other family related items. These will be specifically identified and/or mutually agree upon between Spiro and Annette. The general assumption is that the personal property in Idaho is being sold with the land subject to the specific identification of family heirlooms or artifacts.
8. all other personal property in ANNETTE's possession in Las Vegas, Nevada, as of this date (January 24, 2020), specifically including, but not limited to, all furniture, furnishing, fixtures, jewelry, clothing, personal property and personal effects.
9. any property in Idaho not specifically agreed upon between the Parties will remain in Idaho and subject to paragraph E. below.

D. ADDITIONAL PROPERTY TO BE AWARDED TO SPIRO:

SPIRO shall receive, and have confirmed to him, as his sole and separate property, free of all claims and rights of ANNETTE, the following:

1. all bank accounts and investment accounts held in SPIRO's name; and
2. all of SPIRO's jewelry, clothing, personal property, guns and personal effects. All wildlife mounts, furnishings and artwork, motorized vehicles, equipment, machinery, tools, implements, signs in the barn and other items that were purchase to be incorporated or used in the Idaho property will remain and are sold with the Idaho real property.
3. any property in Idaho not specifically agreed upon between the Parties will remain in Idaho and subject to paragraph E. below.

E. ALL OTHER PERSONAL PROPERTY:

The parties acknowledge and agree that there are personal property assets owned by the parties that are located in Nevada and/or Idaho, specifically including, but not limited to, all the furniture and furnishing that were in the parties' former marital residence in MacDonald Ranch in Henderson, Nevada, and various personal property equipment and vehicles in Idaho. Each of the Parties received portions of that personal property from the MacDonald Ranch house which was located in Las Vegas. Annette took some of the property with her when she relocated to the Lake Las Vegas property. Spiro additionally received a portion of the personal property from the MacDonald Ranch house. The parties agree that Annette will be provided all of her clothing and personal items from the Idaho properties. Annette will provide Spiro with a list of other personal property that she would like from the Idaho properties. The Parties will agree on the distribution of the personal property located in Idaho. In the event the Parties cannot agree on the items to go to Annette, then the Parties agree to Mediate through family, then through counsel, then private mediation prior to seeking court intervention. Other than those items agreed upon, no other personal property will be removed from the Idaho properties until such time as there is a written agreement between the Parties or a court order identifying the property to be taken.

F. COMMUNITY DEBT:

1. ANNETTE shall assume, pay, and be solely responsible for any and all debt associated with any of the property received by her as her sole and separate property, as well as all debt held in her name, and ANNETTE agrees to defend, indemnify, and hold SPIRO harmless for any such debt, specifically including, but not limited to the following unsecured debt:
 - a. any outstanding obligation owed to Ulta;
 - b. any outstanding obligation owed to William Sonoma;

c. any outstanding obligation owed to on the Citicard Visa credit card held in ANNETTE's name); and

d. any and all tax liability for income ANNETTE received in 2019.

2. SPIRO shall assume, pay, and be solely responsible for any and all debt associated with any of the property received by him as his sole and separate property, as well as all debt held in his name, and SPIRO agrees to defend, indemnify, and hold ANNETTE harmless for any such debt, specifically including, but not limited to the following unsecured debt:

a. any outstanding obligation owed to Bank of Nevada;

b. any outstanding obligation owed to American Express (or owed on the American Express credit card held in SPIRO's name); and

c. any and all tax liability for income SPIRO received in 2019.

It is not believed that there is any community debt other than as is set forth herein, however, in the event that any is later identified it will be divided equally unless said debt was for a particular party.

G. ALIMONY:

Neither party shall be required or ordered to pay alimony to the other party.

H. ATTORNEYS' FEES:

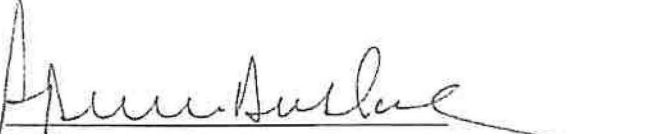
Each party shall pay and be responsible for his or her own attorneys' fees and costs incurred as of the date of this agreement and through the date of the finalization of the parties' divorce and all matters thereafter to effectuate the terms of the parties' settlement as set forth above in this Marital Settlement Agreement. However, this provision shall not apply if either party challenges the validity or enforcement of the parties' settlement as set forth above in this Marital Settlement Agreement; and in such a situation, the court shall have the authority and jurisdiction to award reasonable attorneys' fees to the prevailing party.

The above Marital Settlement Agreement reflects agreements formulated in mediation on January 23, 2020 and thereafter. By signing this document each party stipulates and agrees that he or she has carefully read this document, and the document accurately reflects the agreement each party has entered into on this day, and that each party voluntarily signs this agreement without undue influence, coercion, or threat. Both parties represent that they are of sufficient capacity to understand and enter into this agreement. The parties agree that this Marital Settlement Agreement represents what each believe to be a fair and reasonable resolution of the issues, and that they each have had the opportunity to counsel with their respective attorneys. The parties also understand and agree that the material terms of this Marital Settlement Agreement shall be included in any Decree of Divorce and/or Marital Settlement Agreement

prepared by one or both of the parties' attorneys for the purpose of submitting the same to the court to finalize the parties' divorce.

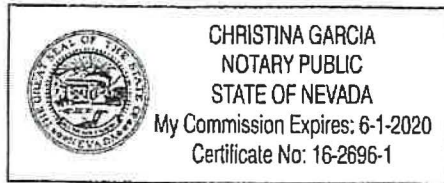
Dated this 5th day of February, 2020.


ANNETTE DASKALOS


SPIRO DASKALOS

State of Nevada)
County of Clark)

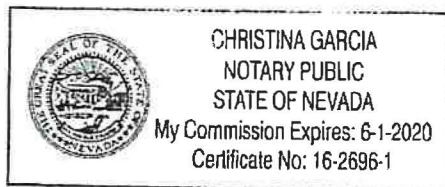
This instrument was acknowledged before me on this 6th day of February 2020, by Annette Daskalos.




(Signature of notarial officer)

State of Nevada)
County of Clark)

This instrument was acknowledged before me on this 5th day of February 2020, by Spiro Daskalos.




(Signature of notarial officer)