

1 BART K. LARSEN (Nev. SBN 008538)
blarsen@klnevada.com
2 SHLOMO S. SHERMAN (Nev. SBN 009688)
ssherman@klnevada.com
3 KOLESAR & LEATHAM, CHTD.
4 400 South Rampart Boulevard, Suite 400
Las Vegas, NV 89145
5 Telephone: (702) 362-7800
6 Facsimile: (702) 362-9472

7 GARY OWEN CARIS (Cal. SBN 088918)
gary.caris@dentons.com
8 LESLEY ANNE HAWES
lesley.hawes@dentons.com
9 DENTONS US LLP
10 300 South Grand Avenue, 14th Floor
Los Angeles, CA 90071-3124
11 Telephone: (213) 688-1000
12 Facsimile: (213) 243-6330

Attorneys for Receiver

13 **ROBB EVANS OF ROBB EVANS & ASSOCIATES**
14 **LLC**

15 **UNITED STATES DISTRICT COURT**
16 **DISTRICT OF NEVADA**
17

18 FEDERAL TRADE COMMISSION,

19 Plaintiff,

20 v.

21 JEREMY JOHNSON, etc., et al.,

22 Defendants.
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Case No. 2:10-CV-02203-MMD-GWF

~~PROPOSED~~ ORDER (1)
AUTHORIZING, APPROVING AND
CONFIRMING SALE OF BEAVER
DAM, ARIZONA TRAILER PARK,
WITHOUT FURTHER NOTICE,
HEARING, ORDER OR OVERBID AND
FOR RELATED RELIEF; AND (2)
GRANTING RELIEF FROM LOCAL
RULE 66-5 PERTAINING TO NOTICE
TO CREDITORS

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27 The matter of the Motion for Order (1) Authorizing, Approving and Confirming Sale of
28 Beaver Dam, Arizona Trailer Park, Without Further Notice, Hearing, Order or Overbid and for

1 Related Relief; and (2) Granting Relief from Local Rule 66-5 Pertaining to Notice to Creditors
2 ("Motion") filed by Robb Evans of Robb Evans & Associates LLC ("Receiver"), the Receiver
3 pursuant to the Court's Preliminary Injunction Order issued February 10, 2011, came on regularly
4 before the Court for determination, the Honorable Miranda M. Du, United States District Judge
5 presiding. The Court, having reviewed and considered the Motion and all pleadings and papers
6 filed in support thereof, and all responses or oppositions, if any, to the Motion, and good cause
7 appearing therefor,

8 IT IS ORDERED that:

9 1. The Motion and all relief sought therein is granted;

10 2. Without limiting the generality of the foregoing:

11 A. The Receiver's proposed sale of the EZ Living trailer park located at 3265 East
12 Old Pioneer Road, Beaver Dam, Arizona ("Beaver Dam Trailer Park") on an "as is" basis more
13 fully described in the sale contract documents by private sale to a third party, arm's length buyer,
14 Louis Hamilton ("Buyer"), for a purchase price of \$135,000, pursuant to the Commercial Real
15 Estate Purchase Contract dated December 3, 2015 and Addendum entitled "No Representations or
16 Warranties by Seller; Acceptance of Property; Release of Seller" ("As Is Addendum") and
17 Additional Terms, and Addendum 2 dated as of February 9, 2016 attached thereto collectively as
18 Exhibit 2 to the Declaration of M. Val Miller in support of the Motion (collectively "Purchase
19 Agreement"), is hereby approved;

20 B. The sale and transfer of title to the Beaver Dam Trailer Park to the Buyer shall be
21 subject to the first deed of trust encumbering the property in the original principal sum of
22 \$56,267.72 in favor of the Virgin River Wastewater District as beneficiary, recorded on
23 December 28, 2006 in Book 6603, Page 40 of the Official Records of Mohave County, Arizona
24 securing the payment of the impact fees ("Impact Fees Lien") and subject to the limitation that the
25 Buyer shall be responsible for the payment of the full balance due for the Impact Fees Lien in an
26 amount not to exceed \$26,887.33, which was the outstanding principal balance due under the
27 Impact Fees Lien as of November 11, 2014, as set forth in the Purchase Agreement;

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1 C. The sale of the Beaver Dam Trailer Park by private sale to the Buyer under the
2 Purchase Agreement is hereby approved and confirmed without further overbidding, notice or
3 hearing and without any subsequent motion for confirmation of the sale;

4 D. The Receiver is authorized to execute all documents and instruments necessary or
5 convenient to complete, implement, effectuate and close the sale of the Beaver Dam Trailer Park
6 to the purchaser, including but not limited to the deed conveying title to the Beaver Dam Trailer
7 Park subject to the Impact Fees Lien;

8 E. The Receiver is authorized to permit and/or cause to be paid from the proceeds of
9 sale all ordinary and customary closing costs, all costs and expenses required to be paid under the
10 terms of the Purchase Agreement by the seller from the proceeds of sale, all commissions
11 provided for in the Purchase Agreement and in the Receiver's listing agreement, as amended and
12 extended, with Jason Griffith and Meeja McAllister of Brokers Commercial, LLC dba NAI Utah
13 Southern Region ("Listing Broker") and co-listing agreement with the co-listing broker David
14 Rall of Coldwell Banker Roadrunner Realty ("Co-Listing Broker") attached collectively as
15 Exhibit 1 to the Declaration of M. Val Miller in support of the Motion, and all real property tax
16 liens and prorated real property taxes due up to the date of closing; and

17 F. Notice of the Motion is deemed to be sufficient under Local Civil Rule 66-5 based
18 on the Receiver's service of the notice of the filing of the Motion and the Motion on all parties
19 and service of the notice of the filing of the Motion on all known non-consumer creditors of the
20 estate and on all known taxing authorities with a potential claim in the receivership estate
21 concurrent with the filing of the Motion with the Court.

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23 Dated: April 4, 2016


MIRANDA M. DU
UNITED STATES DISTRICT JUDGE

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