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5 *Attorneys for Plaintiff, The Bank of New York Mellon Trust Company, National Association fka*  
 6 *The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank, as Trustee*  
 7 *for Residential Asset Securities Corporation, Home Equity Mortgage Asset-Backed Pass*  
 8 *Through Certificates Series 2004-KS5*

8 **UNITED STATES DISTRICT COURT**  
 9 **DISTRICT OF NEVADA**

10 THE BANK OF NEW YORK MELLON  
 TRUST COMPANY, NATIONAL  
 11 ASSOCIATION f/k/a THE BANK OF NEW  
 YORK TRUST COMPANY, N.A. AS  
 12 SUCCESSOR TO JP MORGAN CHASE  
 BANK, AS TRUSTEE FOR RESIDENTIAL  
 13 ASSET SECURITIES CORPORATION,  
 HOME EQUITY MORTGAGE ASSET-  
 14 BACKED PASS THROUGH CERTIFICATES  
 15 SERIES 2004-KS5,

Case No.: 3:17-cv-00059-MMD-WGC

**STIPULATION AND ORDER TO  
 DISMISS**

16 Plaintiff,

17 vs.

19 AIRMOTIVE INVESTMENTS, LLC.;  
 PECKHAM LANE TOWNHOUSE  
 20 ASSOCIATION INC.; E.ALAN TIRAS, ESQ.,  
 solely in his capacity as trustee for PECKHAM  
 21 LANE TOWNHOUSE ASSOCIATION INC.

22 Defendants.

24 Plaintiff, The Bank of New York Mellon Trust Company, National Association fka The  
 25 Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank, as Trustee for  
 26 Residential Asset Securities Corporation, Home Equity Mortgage Asset-Backed Pass Through  
 27 Certificates Series 2004-KS5 (hereinafter "Plaintiff") by and through its attorney of record,  
 28 Krista J. Nielson, Esq. and R. Samuel Ehlers, Esq. of the law firm of Wright, Finlay & Zak, LLP;

1 Defendant, Airmotive Investments, LLC (“Airmotive”), by and through its attorney of record,  
2 Timothy E. Rhoda, Esq., of the law firm of Roger P. Croteau & Associates, Ltd., and Defendant,  
3 Peckham Lane Townhouse Association, Inc. (“HOA”), by and through its attorney of record,  
4 Christopher A. Lund, Esq., of Tyson & Mendes LLP, hereby stipulate and agree as follows:

5 1. The real property which is the subject of this case is commonly known as 186  
6 Smithridge Park, Reno, Nevada 89052, APN No. 025-040-07 (“Property”) and is part of the  
7 Peckham Lane Townhouse Association (“HOA”);

8 2. Plaintiff is the holder of a first Deed of Trust securing a loan in the amount of  
9 \$74,400 made on or about March 24, 2004 (“Note”), by Gary F. Blackwell and Georgina E.  
10 Blackwell (“Borrower”) and recorded on March 31, 2004, in the Official Records of Washoe  
11 County, Nevada as Book and Instrument Number 3015126 (“Deed of Trust”);

12 3. On April 24, 2013, a Notice of Default and Election to Sell was recorded against  
13 the Property by E. Alan Tiras (“Tiras”), as agent for HOA;

14 4. On August 1, 2013, a Notice of Foreclosure Sale was recorded against the  
15 Property by Tiras, as agent for HOA;

16 5. Tiras sold the Property on behalf of HOA on September 12, 2013 (“HOA Sale”) to  
17 TBR, I, LLC by Foreclosure Deed recorded as Book and Instrument Number 4285733 in the  
18 official records of the Washoe County Recorder;

19 6. On or about February 26, 2016, TBR 1, LLC, quitclaimed its interest in the  
20 Property to Airmotive via a Quitclaim Deed recorded in the Washoe County Recorder as Book  
21 and Instrument Number 4565076.

22 7. On January 30, 2014, Plaintiff filed a Complaint for Quiet Title in Case Number  
23 3:17-cv-00059 (“Action”);

24 8. The undersigned Parties have now come to a resolution regarding their respective  
25 claims and interest in the Property;

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WHEREFORE:

IT IS HEREBY STIPULATED AND AGREED that the Complaint filed by Plaintiff against Airmotive and HOA is dismissed WITH PREJUDICE as to ALL REMAINING CLAIMS;

IT IS FURTHER STIPULATED AND AGREED that nothing in this Stipulation should be construed as intended to benefit any other party not identified as the undersigned Parties hereto, and in particular, shall not constitute a waiver or relinquishment of any claims by Plaintiff against Old Republic National Title Insurance Company or Borrower; and

IT IS FURTHER STIPULATED AND AGREED that each party is to bear its own fees and costs.

IT IS SO STIPULATED AND AGREED.

Dated this 22<sup>nd</sup> day of August, 2019.

Dated this 22<sup>nd</sup> day of August, 2019.

WRIGHT, FINLAY & ZAK, LLP

ROGER P. CROTEAU & ASSOCIATES, LTD

/s/ R. Samuel Ehlers

/s/ Timothy E. Rhoda

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*Attorney for Defendant Airmotive Investments, LLC*

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Dated this 22<sup>nd</sup> day of August, 2019.

TYSON & MENDES LLP

*/s/ Thomas E. McGrath*

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Thomas E. McGrath, Esq.  
Nevada Bar No. 7086  
3960 Howard Hughes Pkwy., Ste. 600  
Las Vegas, Nevada 89169  
*Attorneys for Defendant, Peckham Lane  
Townhouse Association, Inc.*

**IT IS SO ORDERED: the Complaint filed by Plaintiff against Airmotive and HOA is dismissed WITH PREJUDICE as to ALL REMAINING CLAIMS.**



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UNITED STATES DISTRICT JUDGE

Dated: August 22, 2019