

1 MICHAEL C. VAN, ESQ.

2 Nevada Bar No. 3876

3 GRAYSON J. MOULTON, ESQ.

4 Nevada Bar No. 14587

5 **SHUMWAY VAN**

6 8985 South Eastern Avenue, Suite 100

7 Las Vegas, Nevada 89123

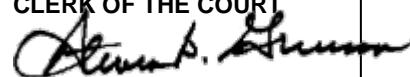
8 Tel (702) 478-7770

9 Fax (702) 478-7779

10 Email: michael@shumwayvan.com

11 grayson@shumwayvan.com

12 *Attorneys for Defendant*



13 **DISTRICT COURT – FAMILY DIVISION**

14 **CLARK COUNTY, NEVADA**

15 LINDSEY SHARRON ANTEE,

16 Plaintiff,

17 vs.

18 BOBBY DEE ANTEE,

19 Defendant.

Case No.: D-18-573154-D

Dept. No.: J

HEARING REQUESTED

20 **DEFENDANT’S MOTION FOR APPROVAL OF SALE OF MARITAL**
21 **HOME, TO GRANT DEFENDANT EXCLUSIVE POSSESSION OR TO**
22 **EVICT PLAINTIFF, AND TO HAVE PLAINTIFF DECLARED A**
23 **VEXATIOUS LITIGANT**

24 COMES NOW, Defendant BOBBY DEE ANTEE (“Bobby” or “Defendant”)
25 by and through his attorneys, the law firm of SHUMWAY VAN, and hereby submits
26 this Motion for Approval of Sale of Marital Home, to Grant Defendant Exclusive
27 Possession or to Evict Plaintiff, and to have Plaintiff Declared a Vexatious Litigant.
28

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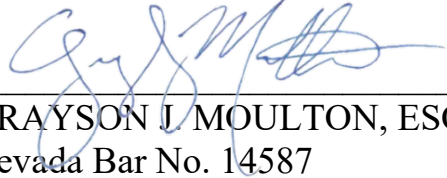
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1 This Motion is made and based upon the following Memorandum of Points
2 and Authorities, the pleadings and papers on file herein, and any oral argument the
3 Court may allow at the time of hearing.

4 DATED this 24th day of November, 2020.

5
6 SHUMWAY VAN

7
8 
9 GRAYSON J. MOULTON, ESQ.
10 Nevada Bar No. 14587
11 8985 S. Eastern Avenue, Suite 100
12 Las Vegas, Nevada 89123
13 *Attorneys for Defendant*

14 **MEMORANDUM OF POINTS AND AUTHORITIES**

15 **I. INTRODUCTION**

16 Pursuant to the Order of the Court from the hearing held on October 19,
17 2020, Defendant now brings this filing to present the Court with the requests
18 documents for the sale of the marital home located at 9564 Scorpion Track Court,
19 Las Vegas, Nevada, 89178 (the "Property"). Additionally, Defendant requests the
20 Court issue a formal order requiring Lindsey Licari to vacate the Property within
21 sixty (60) days, as she has made clear she will not cooperate with the sale, and may
22 even attempt to harm persons working to effectuate the same. Lastly, not content
23 with allowing her appeal to run its course with the Supreme Court, Plaintiff
24 continues to file frivolous motions and petitions in this case as well as others. This
25 behavior has gone on for six months with little to no check taking place. To halt the
26 Plaintiff's obvious contempt and disregard for the process, Defendant requests that
27 this Court have Plaintiff labeled a vexatious litigant.

28 ...

II. STATEMENT OF FACTS

At the hearing on October 19, 2020, this Court stated that Bobby Antee would be allowed to assume the lead in selling the Property, directing Bobby to select three (3) realtors, from which Plaintiff could select one (1). In the event Plaintiff failed to select a realtor within ten (10) days, Bobby would be allowed to select the realtor on his own.¹ On or around October 22, 2020, through his counsel, Bobby reached out to Lindsey and proposed three realtors, and asked if Lindsey would be willing to provide access to the realtor, and stated that a date would need to be selected for when Lindsey would vacate the property. Lindsey responded with the following:

“Go to hell you dishonest piece of shit. I won’t be selling anything nor vacating anything. Bobby was part of the forgery and this is out of Rena Hughes jurisdiction. So come to my house if you want to but I’ll defend my home at all costs. Again you are committing legal malpractice. Get a life you fucking loser [sic], an escrow agent can’t notarize her own docs and forge my name. You realtors can kiss my ass.”²

Later that same day, Lindsey sent another email to her former attorneys, and to Michael Van, partner at Shumway Van, wherein she stated:

Why don’t you group of pathetic men just come to my house and do this to my face. you are all cowards, and I don’t know when god will show up but he will and I can’t wait. Keep hiding behind dirty judges, god will hold you all accountable. I am sueing [sic] all of you so this continued harassment is legal malpractice. You won’t be selling my home and if you try to come to my home I will defend my home. So the best way you guys make money is taking advantage of woman. I’ll keep exposing you all and believe me someone will listen. I suggest you start following the law and stop harassing me. People are watching³

Since that time, Bobby has selected Robbie Van (“Mr. Van”) of One Realty to act as the agent for selling the Property. Mr. Van has conducted a Broker’s Opinion of Value and has determined that a good listing price for the Property is

¹ Please see Order After Hearing, dated October 19, 2020, on file with the Court herein.

² Exhibit 1 – Emails between Grayson Moulton, Esq. and Lindsey Licari, dated October 22, 2020.

³ Exhibit 2 – Email from Lindsey Licari to Michael Van, Esq., dated October 22, 2020.

1 \$294,900.00.⁴ This price lines up well with the various comparison sales for the area
2 and represents a good faith attempt to sell the Property for maximum value.⁵
3 However, the price is made without Mr. Van having access to the interior of the
4 home. It is unknown what Plaintiff has done to the Property during her two and a
5 half years of sole access. It is possible that Plaintiff has taken action to the interior
6 of the Property that would affect its value.⁶

7 Additionally, since the date of the hearing, at which this Court awarded Bobby
8 Antee attorney's fees and costs based on the numerous and unnecessary filings of
9 Plaintiff, Plaintiff has continued unimpeded. Since October 19, 2020, Plaintiff filed
10 a Complaint for Annulment, a Notice of Appeal for the Order awarding attorneys'
11 fees, and a Case Appeal Statement.

12 **III. LEGAL ARGUMENT**

13 **A. THE COURT SHOULD ALLOW FOR THE PROPERTY TO BE** 14 **LISTED FOR SALE UNDER THE TERMS PROVIDED BY** 15 **DEFENDANT.**

16 At the hearing on October 19, 2020, the Court ordered Defendant to "file all
17 sale documents, including local comparisons, affidavits, and other necessary
18 documentation, for the marital home demonstrating the list price is a good faith
19 determination, with the Court prior to listing the house for sale."⁷

20 Defendant has provided this Court with a copy of local comparisons for sales
21 price, the Declaration of Robbie Van, a Broker's Opinion of Value, and the proposed
22 Listing Agreement. These documents show that the proposed listing price of
23 \$24,900.00 is a good faith, fair market value for the Property. A benefit of the time
24 since that Order was issued, was that Defendant has learned that because he is the
25 only party on title to the home, Plaintiff's signature will not be required each step of
26 the way. As a result, Defendant is able to arrange for the home to be listed as soon

27 ⁴ Exhibit 3 – Exclusive Agency Listing Agreement.

28 ⁵ Exhibit 4 – Sales Comparisons for 9564 Scorpion Track Court

⁶ Exhibit 5 – Declaration of Robbie Van

⁷ Please see Order from Hearing Held on October 19, 2020, on file with the Court herein.

as the Court gives approval. Defendant requests that the Court do so as soon as possible.

B. THE COURT SHOULD GRANT DEFENDANT EXCLUSIVE POSSESSION OF THE PROPERTY AND EMPOWER DEFENDANT TO HAVE PLAINTIFF EVICTED BY LAW ENFORCEMENT IF NECESSARY.

A Court may amend, correct, resettle, modify, or vacate an order previously made is sufficient cause is shown.⁸ In the Decree of Divorce issued on August 5, 2020, this Court stated “until such time as the property is sold, Linsey shall continue to have exclusive possession of the marital residence and shall be solely responsible for the mortgage, HOA, utilities, and expenses associated with the marital residence.”⁹

Lindsey has not only demonstrated an active hostility to the Orders of this Court where the Property is concerned, but she has also implied that she will harm anyone who attempts to follow the same. Furthermore, Lindsey has refused to follow the Orders concerning paying for utilities, and the mortgage. As of October 1, 2020, Clark County Water Reclamation was owed \$284.24 for sewer service that, upon information and belief, remains unpaid.¹⁰ Additionally, Plaintiff has not made any payments towards the mortgage on the Property since April 2020.¹¹ This has required Defendant to work with Wells Fargo to obtain an additional extension that will prevent the Property being foreclosed on until March 2021.

Defendant requests that this Court amend the Decree of Divorce to give Defendant exclusive possession of the Property to aid the sale process. Defendant requests that the Court allow Plaintiff sixty (60) days to find suitable accommodations after which Defendant would be able to utilize law enforcement to remove Plaintiff from the Property, if necessary.

⁸ *Trail v. Faretto*, 91 Nev. 401, 403 (1975); see also *Barry v. Lindner*, 119 Nev. 661, 670 (2003).

⁹ See Decree of Divorce, filed August 5, 2020, page 16, lines 14-18.

¹⁰ Exhibit 6 – Clark County Water Reclamation District Sewer Service Bill, dated October 1, 2020.

¹¹ Exhibit 7 – Email from Wells Fargo Concerning Payment Extension

C. THE COURT SHOULD LABEL LINDSEY LICARI AS A VEXATIOUS LITIGANT AND HER ABILITY TO FILE SUIT AGAINST BOBBY ANTEE SHOULD BE RESTRICTED.

In *Jordan v. State*, the Nevada Supreme Court established a four-step process to classifying someone a vexatious litigant.¹² “First, the litigant must be provided reasonable notice of and an opportunity to oppose a restrictive order’s issuance.”¹³ first “...requirement protects the litigant’s due process rights.”¹⁴ “Second, the district court must create an adequate record for review, including a list of all the cases and documents, or an explanation of the reasons, that led it to conclude that a restrictive order was needed to curb repetitive or abusive activities.”¹⁵ Courts should be cautious when reviewing filings from other cases to ensure a final ruling on that filing was made before using it to create the record.¹⁶ “Third, the district court must make ‘substantive findings as to the frivolous or harassing nature of the litigant’s actions.’”¹⁷ Those findings must show the litigant’s behavior is “...not only...repetitive or abusive, but also...without an arguable factual or legal basis, or filed with the intent to harass.”¹⁸ Finally, “...the order must be narrowly drawn to address the specific problem encountered.”¹⁹ A restriction completely barring the litigant’s access to the legal system is prohibited, but a restriction from filing claims against a specific defendant may be appropriate.²⁰

In *Torres v. Eighth Judicial Dist. Court*, the Nevada Supreme Court held that staying one suit until another similar suit involving the same parties and subject matter terminates is appropriate to avoid “...duplicative court decisions....”²¹ In

¹² *Jordan v. State ex rel. Dep’t of Motor Vehicles & Pub. Safety*, 121 Nev. 44, 60, 110 P.3d 30, 42-44 (2005), abrogated on other grounds by *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 181 P.3d 670 (2008).

¹³ *Id.* at 42.

¹⁴ *Id.*

¹⁵ *Id.* at 43.

¹⁶ *Id.*

¹⁷ *Id.* quoting *De Long v. Hennessey*, 912 F.2d 1144, 1148 (9th Cir. 1990).

¹⁸ *Id.*

¹⁹ *Id.*

²⁰ *Id.* at 44.

²¹ *Torres Mazatlan Remainder LLC v. Eighth Judicial Dist. Court of State ex rel. Cty. of Clark*, 129 Nev. 1157 (2013).

1 *Rose v. Treasure Island*, although within a different context, the Nevada Supreme
2 Court held that one of the objectives of the rules of civil procedure is to “...promote
3 efficiency and conserve judicial resources by reducing duplicative and piecemeal
4 litigation and avoiding potentially inconsistent outcomes.”²²

5 The first *Jordan* step of the vexatious litigant process requires that the litigant
6 “...be provided reasonable notice of and an opportunity to oppose a restrictive
7 order’s issuance.” Thus, Defendant hereby respectfully requests that this Court
8 schedule a hearing on Plaintiff Licari’s vexatious litigant status for the soonest date
9 and time available. Defendant also respectfully requests that this Court provide
10 Plaintiff proper notice of said hearing and an opportunity to defend herself at that
11 hearing.

12 The second *Jordan* step requires the district court to “...create an adequate
13 record for review, including a list of all the cases and documents, or an explanation
14 of the reasons, that led it to conclude that a restrictive order was needed to curb
15 repetitive or abusive activities.”. Defendant respectfully requests that this Court add
16 to that record the following documents and reasons, along with any other documents
17 or reasons the Court deems appropriate that support Plaintiff’s vexatious nature:

18 **1) This Court’s Decree of Divorce:**

19 In discussing the present case, for the sake of brevity, Defendant hereby
20 incorporates the facts found in his previous filings including: his Motion for
21 Attorneys’ Fees and Costs filed on June 8, 2020 , the Supplement in Support of the
22 same filed on July 21, 2020, an additional Supplement in Support of Attorney’s Fees
23 filed on September 18, 2020, and his Opposition and Countermotion to Modify
24 Decree filed on September 4, 2020. These filings present a very clear and
25 comprehensive view of Plaintiff’s vexatious behavior.

26 ...

27 ...

28

²² *Rose, LLC v. Treasure Island, LLC*, 135 Nev. 145, 159, 445 P.3d 860, 871 (Nev. App. 2019).

1 **2) Licari's Notice of Lis Pendens Filed August 12, 2020 in Case Number**
2 **A-18-786141-C**

3 Just seven (7) days after receiving this Court's order to post the marital home
4 for sale, Plaintiff blatantly disobeyed that order and filed a Notice of *Lis Pendens* in
5 the civil defamation suit, case number A-18-786141-C.²³ That blatant disregard of
6 Judge Hughes' order goes to show Licari's desire to defy all decisions that disfavor
7 her, and harass Ms. Naw through additional filings in the process.

8 **3) Case Number D-18-581756-S**

9 In this case, Plaintiff filed for Legal Separation in December 2018, shortly
10 after her request for temporary orders of spousal support was denied in the present
11 litigation. In her Petition, Plaintiff requested all the same relief that she had just been
12 denied and the Court ended up simply combining the cases. This case was reopened
13 on November 20, 2020 when Lindsey filed a Motion to Reopen Based on Fraud on
14 the Court, again demanding the same relief she has been denied in every other case.

15 **4) Case Number A-18-786141-C**

16 In this case, Plaintiff was sued by the parties' realtor Linda Perdue (aka Linda
17 Naw) for defamation for stating that she had engaged in fraud to sell the Property.
18 This Court has heard testimony from Ms. Naw and found her to be credible. Plaintiff
19 raised several counter claims against Ms. Naw in this lawsuit. All those
20 counterclaims were based on the unsupported and conclusory conspiracy theory
21 detailed above. Since the court's entry of order granting the withdrawal of Plaintiff's
22 attorneys of record in the matter on June 8, 2020, she has filed numerous motions
23 that are merely copy and pasted reiterations of her conspiracy theory with different
24 titles. On June 6, 2020, Plaintiff filed a Motion for Leave to File a Third-Party
25 Complaint to add Bobby Antee, among other parties, including the Real Estate
26 Division of Nevada's Department of Business and Industry, the Greater Las Vegas
27 Association of Realtors, the Nevada Secretary of State, and National Title Company.

28

²³ See Licari's Notice of Lis Pendens filed August 12, 2020, Case No. A-18-786141-C.

1 Rather than wait for the Court's decision on her request for leave, Plaintiff simply
2 amended her answer and counterclaims and served six third-party defendants,
3 including Bobby's counsel with a summons. Plaintiff caused those parties to incur
4 legal fees based on a motion that the court later found failed on its merits.²⁴

5 **5) Case Number A-20-820446-C:**

6 This suit was initiated by Licari with a 113-page Complaint (no exhibits) filed
7 on or around August 31, 2020. The vast majority of that complaint was copied and
8 pasted from Licari's filings in Case No. A-18-786141-C. The crux of Licari's
9 Complaint was that all the Defendants allegedly engaged in some form of legal
10 malpractice or "legal abuse" against Licari by working together to deprive Licari of
11 the home she purchased with her ex-husband. Licari also went on to accuse several
12 Defendants of "Torture" (which is not a private a cause of action) under "18 U.S.
13 Code section 2340."²⁵

14 **6) Case Number A-20-820963-C:**

15 Plaintiff initiated this suit on or around September 10, 2020 by filing a
16 "Petition for Judicial Review." In that 50-page filing (including exhibits) Plaintiff
17 alleges that the State Bar of Nevada did not sufficiently investigate her claim of
18 malpractice against both her own attorneys as well as Bobby's attorneys, prior to
19 issuing its decision that no malpractice occurred.²⁶

20 **7) Case Number A-20-821757-J:**

21 Plaintiff initiated this suit on or around September 23, 2020 by filing a
22 "Petition for Judicial Review." In this suit, Plaintiff claims that the State of Nevada
23 Attorney General's Office did not investigate "...AT ALL, AND CLEAR AND
24 CONCISE EVEIDENCE [SIC] WAS IGNORED...."²⁷

25 ...

26 ...

27 ²⁴ See Decree of Divorce at pg. 8 filed August 5, 2020-Case Number D-18-573154-D.

28 ²⁵ See Pl's Complaint filed September 24, 2020, Case No. A-20-820446-C

²⁶ See generally Pl's Petition for Judicial Review filed September 10, 2020, Case No. A-20-820963-C.

²⁷ See Pl's Petition for Judicial Review filed September 23, 2020, Case No. A-20-821757-J at page 1.

1 **8) Case Number A-20-820980-C:**

2 Plaintiff initiated this case on or around September 10, 2020 by filing a
3 Complaint to Quiet Title, among numerous other causes of action similar to the
4 drivel this Court has already seen. Bobby is included as a defendant in this case,
5 along with Linda Naw, Nikki Bott, the notary, the realty companies, and the
6 mortgage company.

7 Each of these cases involves subject matter that has been heard and decided
8 upon in the present case. This Court is the one with jurisdiction over the Property,
9 but Plaintiff continues to file case after case, hoping that she can wear out or
10 bankrupt Bobby to the point that he will simply give up. Plaintiff's harassment has
11 been ongoing and relentless and shows no signs of abating.

12 The third *Jordan* step requires the court to make substantive findings as to the
13 frivolous or harassing nature of the litigant's actions. These findings must show that
14 the litigant's behavior is not only repetitive or abusive, but also without an arguable
15 factual or legal basis, or filed with the intent to harass. The evidence posted above,
16 as well at this Court's experience with Plaintiff, supports a decision that Plaintiff's
17 behavior is repetitive, abusive, without factual or legal basis, and filled with the
18 intent to harass Bobby.

19 The final *Jordan* step requires the court to enter an order that is narrowly
20 drawn to address the specific problem encountered. A restriction completely barring
21 the litigant's access to the legal system is prohibited, but a restriction from filing
22 claims against a specific defendant may be appropriate. Bobby requests that the
23 Court grant him reprieve from Plaintiff's vexatious nature by restricting Plaintiff's
24 ability to file future suits or motions against Bobby without first obtaining judicial
25 review of the filing.

26 ...

27 ...

28 ...

**D. PLAINTIFF’S CONTINUED HARASSMENT OF DEFENDANT
AND HIS COUNSEL ENTITLES DEFENDANT TO
ATTORNEYS FEES**

NRS 18.010 states the following:

The court shall liberally construe the provisions of this paragraph in favor of awarding attorney’s fees in all appropriate situations. It is the intent of the Legislature that the court award attorney’s fees pursuant to this paragraph . . . *in all appropriate situations to punish for and deter frivolous or vexatious claims* and defenses because such claims and defenses overburden limited judicial resources, hinder the timely resolution of meritorious claims and increase the costs of engaging in business and providing professional services to the public.²⁸

Defendant requests that he be awarded all attorney’s fees and costs associated with bringing this Motion, as it was unnecessary and prompted only by Plaintiff’s outright refusal to follow any orders issued by this Court.

IV. CONCLUSION

Accordingly, as a result of the foregoing, Bobby respectfully requests this Court for the following relief:

- An Order approving the listing of the Property pursuant to the proposed Listing Agreement.
- An Order granting Bobby exclusive possession of the Property pending the sale, allowing Plaintiff sixty (60) days to locate new living arrangements.
- In the event Lindsey refuses to vacate the Property, an Order authorizing law enforcement to remove her from the same.
- An Order declaring Lindsey Licari to be a vexatious litigant, preventing her from filing suit or additional motions against Bobby Antee without first obtaining judicial review of the same.
- An appropriate award of attorneys’ fees and costs associated in bringing this Motion.

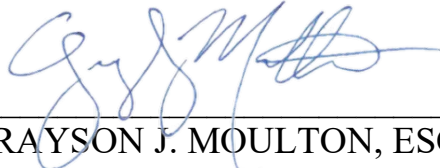
...

²⁸ *Id.* at (2)(b).

- Any other relief the Court sees fit to grant at this time.

DATED this 24th day of November, 2020.

SHUMWAY VAN



GRAYSON J. MOULTON, ESQ.,
Nevada Bar No. #14587
8985 South Eastern Avenue, Suite 100
Las Vegas, Nevada 89123
Attorney for Defendant

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **DEFENDANT’S MOTION FOR APPROVAL OF SALE OF MARITAL HOME, TO GRANT DEFENDANT EXCLUSIVE POSSESSION OR TO EVICT PLAINTIFF, AND TO HAVE PLAINTIFF DECLARED A VEXATIOUS LITIGANT** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 24th day of November, 2020.

/s/ Paula Lamprea

An employee of Shumway Van

EXHIBIT 1

From: [Lindsey Licari](#)
To: [Grayson Moulton](#)
Cc: [Paula Lamprea](#)
Subject: Re: Sale of the Property
Date: Thursday, October 22, 2020 10:53:08 AM

Go to hell you dishonest piece of shit. I won't be selling anything nor vacating anything. Bobby was part of the forgery and this is out of Rena Hughes jurisdiction. So come to my house if you want to but I'll defend my home at all costs. Again you are committing legal mal practice. Get a life you fucking loser, an escrow agent can't notarize her own docs and forge my name. You realtors can kiss my ass.

Lindsey LiCari
President/Founder
Ayden's Army of Angels
www.aydensarmyofangels.org
www.instagram.com/aydensarmyofangelsofficial

On Oct 22, 2020, at 10:42 AM, Grayson Moulton <Grayson@shumwayvan.com> wrote:

Lindsey,

At the hearing held on October 19, 2020, the Court ruled that because you have failed to take necessary steps to sell the property as ordered in the Decree of Divorce, Bobby will now be empowered to do so. The Court has asked by Bobby present you with the names of three (3) realtors from which you may choose one. In the event you fail to make a selection within ten (10) days, Bobby will then be allowed to name whomever he chooses as realtor.

Robbie Van – One Realty Broker
Jared Bonnell – One Realty Broker
Randy Maher – Key Realty SW Broker

On that note, the realtor will also need access to the home and a date will need to be set on which you will vacate the property. Please confirm that you will be allowing the realtor access to the home for pictures and appraisal.

Sincerely,

Grayson J. Moulton, Esq.
Attorney
*Licensed in Nevada

8985 S. Eastern Ave Suite 100
Las Vegas, Nevada 89123
Ph: 702-478-7770
Direct: 702-570-6718
Fax: 702-478-7779
www.shumwayvan.com

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EXHIBIT 2

From: Lindsey Licari <lindsey@aydensarmyofangels.org>

Sent: Thursday, October 22, 2020 2:21 PM

To: Adam Fulton <afulton@jfnvlaw.com>; logan@jfnvlaw.com; Jared B Jennings <jjennings@jfnvlaw.com>; Michael C. Van <Michael@shumwayvan.com>

Subject: Fwd: Sale of the Property

Why don't you group of pathetic men just come to my house and do this to my face. you are all cowards, and I don't know when god will show up but he will and I can't wait. Keep hiding behind dirty judges, god will hold you all accountable. I am sueing all of you so this continued harassment is legal malpractice. You won't be selling my home and if you try to come to my home I will defend my home. So the best way you guys make money is taking advantage of woman . I'll keep exposing you all and believe me someone will listen. I suggest you start following the law and stop harassing me. People are watching

Lindsey LiCari

President/Founder

Ayden's Army of Angels

[Www.aydensarmyofangels.org](http://www.aydensarmyofangels.org)

[Www.instagram.com/aydensarmyofangelsofficial](https://www.instagram.com/aydensarmyofangelsofficial)

EXHIBIT 3



EXCLUSIVE AGENCY LISTING AGREEMENT (EA)

This is intended to be a legally binding contract. No representation is made as to the legal or tax consequences of this contract. If you desire legal or tax advice, consult your attorney or tax advisor.

1. EXCLUSIVE RIGHT TO SELL:

I/We, Bobby Dee Antee ("Seller")
hereby employs and grants One Realty (Company Name, herein after
"Broker") the exclusive and irrevocable right, commencing on 11/20/2020, and expires at 11:59 p.m.
Pacific Time 5/31/2021, to sell, lease or exchange the Real Property located in the City of LAS VEGAS
County of CLARK, Nevada, APN#: 176-20-413-076 commonly known as:
9564 SCORPION TRACK CT NV 89178 ("the Property").

2. TERMS OF SALE: The listing price shall be \$ 294,900.00, with a suggested amount of an Earnest
Money Deposit (EMD) of 5000.00. Terms available:

Cash ☒ CONV ☒ FHA ☒ Lease ☐ VA ☒ Lease Option ☐
Owner Will Carry ☐ Other ☐

(Note: If the Property is offered for lease, then the term "Seller" used in this Agreement includes "Landlord" as
applicable.)

Seller ☒ does -OR- ☐ does not authorize Broker to disclose the existence of multiple offers to purchase
the property to potential buyers. Seller(s) Initials [Signature] []

3. PROPERTY OFFERED FOR SALE: The listing price noted above includes the Property and all
Improvements and fixtures permanently affixed and installed.

a. The following items of Personal Property are **included** in the above price and shall be conveyed
unencumbered in escrow by a valid bill of sale:
Washer, Dryer, Refrigerator

b. The following items of Personal Property are **excluded** from the above price and not included in the sale:

Seller intends that the above items be excluded or included in offering the Property for sale. Seller understands that
the purchase agreement takes precedent over any intention identified above and will ultimately determine what
items are included and excluded in the sale and that the Broker is not responsible for and does not guarantee that
the above items will be in the purchase agreement.

c. Leased or Liened Items: The following items are leased or subject to a lien in securing payment:
 Solar power system Alarm system Propane tank Water softener

Other:

Seller will provide to Buyer, as a part of the purchase agreement, copies of lease documents, or other documents
obligating Seller to pay for such leased or liened items.

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: [Signature]

4. TITLE INSURANCE: Seller agrees to provide Buyer with an owner's policy of title insurance in the amount of the selling price.

5. COMPENSATION TO BROKER: Compensation is solely a matter of negotiation between Broker and Seller and is not fixed, suggested, controlled or recommended by GLVAR, MLS or any other person not a party to this Agreement. Seller agrees to pay Broker as compensation for services:

IF A SALE: 5 % of the gross selling price of the Property ☐ AND / ☐ OR \$ NA (flat fee amount). Seller acknowledges that Broker will offer 2.5 % or \$ NA to the cooperating broker who is the procuring cause of the sale. Seller acknowledges that offers of cooperative compensation are between brokers and are not negotiable between the Seller and Buyer.

IF A LEASE: 10 % of the total rental agreed to be paid by lessee ☐ AND / ☐ OR \$ NA (flat fee amount). If leased, Broker agrees to pay NA % or \$ 250 to the cooperating broker who is the procuring cause of the lease. Seller acknowledges that offers of cooperative Compensation are between brokers and are not negotiable between the Seller and Tenant.

Compensation shall be due:

a. if the Property is sold or leased by Broker, or through any other person excluding Seller, on the above terms or any price and terms acceptable to Seller during the above time period or any extension of said time period.

b. if the Property is transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of Seller without the consent of Broker, during the time period or any extension of said time period.

c. if within 30 calendar days of the final termination, including extensions, of this Agreement, the Property is sold, conveyed, or otherwise transferred to anyone with whom the Broker has had negotiations or to whom the Property was shown prior to the final termination. This section (c) shall not apply if Seller enters into a valid Brokerage Listing Agreement with another licensed real estate Broker after the final termination of this Exclusive Brokerage Listing Agreement.

d. In the event of an Exchange, permission is hereby given to the Broker to represent such parties as Broker may deem appropriate and collect compensation from them provided that there is full disclosure to all Parties. If completion of sale is prevented by default of Seller, or the refusal of Seller to accept an offer in accordance with the price and terms of this Agreement, then upon event, Broker is authorized to take any action reasonably necessary to collect said commission. If completion of sale is prevented by a party to the transaction other than Seller, Broker may collect its commission only if and when Seller collects damages by suit or otherwise, and then in an amount not less than one-half of the damages recovered, but not to exceed the above compensation after first deducting title expenses, escrow expenses and the expenses of collections, if any.

e. Broker is authorized to cooperate and divide with other brokers the above compensation in any manner acceptable to Broker. Seller hereby irrevocably assigns to Broker the funds and proceeds of Seller in escrow equal to the above compensation. In the event any sum of money due under the Agreement remains unpaid for a period of thirty (30) days, such sum shall bear interest at the rate of (10) percent per annum from the due date until paid.

6. DEPOSIT: Broker is authorized to accept on Seller's behalf a deposit to be applied toward purchase price or lease. Said deposit shall be held by: (SELECT ONE) ☒ Escrow -OR- ☐ Broker -OR- ☐ Other_____

7. AGENCY RELATIONSHIP:

a. Broker warrants that he holds a current, valid Nevada real estate license. Broker shall act as the agent of the seller and may also assign or designate a licensee of the Broker who shall act as the representative of the Seller in any resulting transaction.

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: [Signature] / _____

c. Broker may also have licensees in its company who are agents of the Buyer who may show and negotiate an offer to purchase Seller's Property. In this event, the licensees who represent the Buyer will only represent the Buyer in the transaction with all duties owed to the Buyer and not the Seller. This, therefore, does not require a Consent To Act Form.

9
10 **8. REQUIRED DISCLOSURES:**

11 a. Unless exempt under NRS chapter 113, Seller shall truthfully complete and sign a Seller's Real
12 Property Disclosure Statement concerning the condition of the Property. Seller shall update the Seller's Real
13 Property Disclosure as necessary.

14 b. If the Property is or has been the subject of a construction defect claim, whether litigated or not, Seller
15 shall provide the disclosure required by NRS 40.688.

16 c. If the Property was built prior to 1978, Seller shall complete the Disclosure of Information on Lead-
17 Based Paint Hazards in accordance with Federal Regulations. []

18 d. Seller acknowledges receipt of the Residential Disclosure Guide: **Seller(s) Initials** [] [_____]

19
20 **9. INDEMNIFICATION:** Seller agrees to save, defend, and hold Broker, GLVAR, and the MLS harmless from
21 all claims, disputes, litigation, and/or judgments arising from (i) any misrepresentation, breach of warranty or
22 breach of a promise by Seller in this Listing Agreement (ii) any incorrect information supplied by Seller, (iii) any
23 facts concerning the Property not disclosed by Seller, including any facts known to Seller relating to adverse
24 conditions or latent defects, (iv) the use of a keybox, or (v) any injury or damage to persons or property in
25 connection with the marketing or showing of the Property. This indemnification shall survive Broker's
26 performance and any transfer of title.

27
28 **10. FAIR HOUSING:** Broker shall offer the Property for sale or lease without regard to race, color, religion, sex,
29 national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and
30 any other current requirements of federal or state fair housing laws.

31
32 **11. COMMON INTEREST COMMUNITY:** The Property ~~x~~ is – OR - is not located within a
33 Common Interest Community (CIC). If yes, please complete the following:

34 Name of CIC(s): Crescent Valley HOA
35 Telephone: 702-855-0455 Dues: 47.00 payable x **monthly -OR- _____ quarterly**
36 Seller **is – OR- is not** current on all dues and assessments.

37 Name of CIC(s): _____
 38 Telephone: _____ Dues: _____ payable _____ **monthly -OR- _____ quarterly**
 39 Seller **is – OR- is not** current on all dues and assessments.

40 Name of CIC(s): _____
 41 Telephone: _____ Dues: _____ payable monthly -OR- _____ quarterly
 42 Seller **is – OR- is not** current on all dues and assessments.

43 _____
44 If the Property is located within a CIC, Seller acknowledges and agrees to obtain (at Seller's own expense as
45 required by NRS 116.4109) and/or provide the information required by NRS 116.4109 and 116.41095 to Broker
46 for delivery to Buyer.

47
48 **12. SPECIAL ASSESSMENTS:** The Property _____ is – OR - x is not subject to special government
49 Assessments, such as SID and LID. (For more information, please go to: www.amgnv.com.)

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: S /

If yes, please complete the following:

Balance remaining: NA

Payment Amount: NA

Payment Due: select one (1) Monthly _____ Quarterly _____ Semi Annually _____ Annually _____

13. KEYBOX: Seller ☒ **does** – **OR** – _____ **does not** authorize Broker to install a keybox (☒ **electronic** – **OR** – _____ **mechanical**) in connection with the showing of the Property. A mechanical keybox is a combination type box that can be opened by anyone who has access to the combination/code. The MLS requires that a valid working code for a mechanical keybox be included in the listing for ease of showing. The code is a confidential field that is not intended to be available to the public. Seller acknowledges that they have been advised that:

a. The purpose and function of the keybox is to permit access to the interior of the Property by all members of GLVAR's MLS as well as any licensed professionals necessary to facilitate the sale of the Property;

b. Seller should safeguard Personal Property and valuables located within the Property;

c. It is not a requirement of the GLVAR's MLS for a Seller to allow the use of a keybox;

d. Where a tenant occupies the Property, the tenant's consent is also required, which shall be obtained by the Seller or his/her Property Manager.

e. Seller ☒ **does** – **OR** – _____ **does not** authorize Broker to issue "One Day Codes" to access the electronic keybox installed on the property. A "One Day Code" is an electronic means to allow access to the keybox key compartment. Broker shall only issue such codes to licensed professionals. Broker further agrees to use all reasonable means to verify the identity of said licensed professionals.

f. Owner acknowledges that GLVAR, the MLS, Broker or its Listing Agent is not insuring owner or occupant against theft, loss or vandalism resulting from such access. Owner is responsible for taking such steps as may be necessary to secure and protect the Property during any time that a keybox is being used and obtaining appropriate insurance.

14. RENT/LEASE: The Property ☒ **is** – **OR** – _____ **is not** currently occupied by a Tenant. The Property _____ **is** – **OR** – ☒ **is not** subject to a management agreement with: (name of Property Manager and phone number): _____. Seller agrees to not rent or lease the Property during the term of this Agreement without fourteen (14) prior written notice to the Broker.

15. TAX WITHHOLDING: Seller agrees to perform any act reasonably necessary to carry out the provisions of the Foreign Investment in Real Property Tax Act (FIRPTA). If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to ESCROW HOLDER a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Seller understands that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW HOLDER the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required (see 26 USC Section 1445).

FIRPTA DECLARATION: Seller declares that he/she:

☒ **is not** – **OR** –

_____ **is a foreign person** therefore subjecting this transaction to FIRPTA withholding.

Seller Initials [] [_____]

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS:  / _____

16. MEDIATION: The Broker and Seller agree to negotiate in good faith in an effort to resolve any dispute related to this Listing Agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will mediate at GLVAR in accordance with the standards of practice of the National Association of REALTORS® and GLVAR's rules of procedure or a mediator mutually agreed upon by the parties. Mediation fees, if any, shall be divided equally among the parties involved. By initialing below, the parties confirm that they have read and understand this section and voluntarily agree to the provisions thereof. **Seller(s) Initials** [Signature]
Broker Initials [RV] [JB].

17. MULTIPLE LISTING SERVICE (MLS): Broker is a participant of THE GREATER LAS VEGAS ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service (MLS), and listing information about the Property will be provided to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its Rules and Regulations and Sections 18, 19, 20 and 22 herein; unless Seller selects the Office Exclusive option in Section 21 and signs the Office Exclusive Form. Broker is authorized to cooperate with other real estate Brokers, and to report the sale, its price, terms and financing for the publication, dissemination information and use by authorized Association members, MLS Participants and Subscribers.

18. MARKETING AND ADVERTISING: Seller acknowledges that, unless Seller signs photo exclusion, photographs of the Property may be taken for publication in the MLS computer system. Subject to Section 20, Seller agrees that the Property may be advertised in any and all formats of media including but not limited to electronic and print advertising. Should Seller provide photographs of the Property, Seller warrants and represents that Seller has the ownership rights to said photographs and by providing said photographs irrevocably assigns any and all ownership rights to the Broker. Seller further acknowledges that once images are placed on the Internet, neither the Broker nor the Seller have control over who can view such images and what use viewers may make of the images or how long such images may remain on the internet.

Seller acknowledges that prospective buyers and/or other persons coming on to the property may take photographs, video and/or other images of the property. Seller understands that Broker does not have the ability to control or block the taking of and use of images by such persons. Once the images are taken and or put into electronic display on the Internet or otherwise published neither the Broker nor the Seller has control over how such images are used.

Seller x **does -OR-** [Signature] **does not** authorize Broker to commence public marketing and advertising activities.
Seller(s) Initials [Signature]

19. SIGN: Seller x **does -OR-** **does not** authorize Broker to install a FOR SALE/LEASE sign on the Property. (Seller may only authorize a sign if Seller has authorized marketing/advertising in Section 18.)

20. SELLER OPT OUTS: Seller further understands and acknowledges that MLS will disseminate the Property's listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well as other online providers, and that such sites are generally available to the public. Some, but not all, of these websites may include a commentary section where consumers may include reviews and comments about the Property in immediate conjunction with the listing (blogging), or provide a link to the comments. In addition, some, but not all, of these websites may display an automated estimate of the market value of the Property in immediate conjunction with the listing, or provide a link to the estimate. Seller can instruct Broker to have the MLS not display the property on the Internet. Seller also can instruct the MLS to not display the Property address on the Internet. Seller understands that these opt outs would mean consumers searching for listings on the Internet may not see the Property or the Property's address in response to their search.

Seller may opt-out of any of the following features by initialing the appropriate space(s) below:

a. I/we have advised the Broker that I/we **DO NOT** want a **commentary section** displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the seller).

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: [Signature] /

b. _____ I/we have advised the Broker that I/we **DO NOT** want an **automated estimate of value** displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the seller). *Please note that this automated estimate of value restriction applies to VOW offices only. Virtual Office Websites ("VOWs") are Internet sites operated by MLS Participant Brokers through which they establish relationships and work with clients and customers in cyberspace in ways similar to how real estate professionals interact with clients and customers in a "brick and mortar" environment. This restriction does not apply to automated estimates of value created by non-MLS Participant websites.

—OR—



_____ Seller does **NOT** opt out of any of the above.

21. OFFICE EXCLUSIVE: Seller does not authorize Broker to disseminate listing information about the Property via the GLVAR MLS, however Seller acknowledges and agrees that Broker will file the fully executed Office Exclusive Form with GLVAR MLS in accordance with the GLVAR MLS Rules and Regulations. Further Seller acknowledges and agrees that if there is any Public Marketing of an Office Exclusive listing, then Broker must submit the listing to the GLVAR MLS for dissemination to its participants within one (1) business day of the Public Marketing. Public Marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

Seller does -OR- x does **NOT** select an Office Exclusive listing. (Seller may not select this option if Seller has authorized marketing/advertising in Section 18.)

Seller(s) Initials [] [_____]

22. USE OF LISTING CONTENT: Seller acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by Seller to Broker or Broker's agent (the "Broker Listing Content") and any changes thereto, may be filed with MLS, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced in any medium. Seller hereby grants to Broker a non-exclusive, irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and reproduce the Broker Listing Content, to prepare derivative works of the Broker Listing Content, and to distribute the Broker Listing Content or any derivative works thereof in any medium. This non-exclusive license shall survive the termination of this Agreement for any reason whatever. Seller represents and warrants to Broker that the Broker Listing Content, and the license granted to Broker for the Broker Listing Content, do not violate or infringe upon the rights, including any copyright rights, of any person or entity. Seller acknowledges and agrees that as between Seller and Broker, all Broker Listing Content is owned exclusively by Broker, and Seller has no right, title or interest in or to any Broker Listing Content.

23. NEVADA LAW: This Agreement is executed and intended to be performed in the State of Nevada, and the laws of Nevada shall govern its interpretation and effect. The parties agree that the State of Nevada, and the county in which the Property is located, is the appropriate judicial forum for any litigation, related to this Agreement.

24. ENTIRE CONTRACT: All prior negotiations and agreements between the parties are incorporated in this Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in two or more counterparts, all of which shall constitute one and the same writing. The terms of this Agreement may not be amended, modified or altered except through a written agreement signed by all of the parties hereto. **The parties agree that an MLS Change Order signed by Broker and Seller shall act as a valid written addendum to this Agreement.**

25. PARTIAL INVALIDITY: In the event that any provision of this Agreement shall be held to be invalid or

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS:  / _____

unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the Agreement in any respect whatsoever.

26. ATTORNEY'S FEES: In the event suit is brought by either party to enforce this Agreement, the prevailing party is entitled to court costs and reasonable attorney's fees. If Broker hires an attorney to enforce the collection of any commission payable pursuant to this Listing Agreement and is successful in collecting some or all of such commission without commencing any action or proceeding, Seller agrees to pay such broker's reasonable attorneys' fees and costs and Seller agrees to pay interest at the legal rate on all compensation and other amounts owed or due to Broker from the time due until paid in full.

27. DAMAGES CAP: Notwithstanding any provision to the contrary contained in this Agreement, if Broker shall be liable to Seller for any matter arising from this Agreement, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise (including any action or claim arising from an act or omission, negligent or otherwise, of the liable party) the maximum aggregate liability of Broker to Seller under this agreement shall not exceed the aggregate commission amount that has been paid by Seller to Broker.

28. WARRANTY OF OWNERSHIP: Seller warrants that Seller is the sole owner of the Property or has the authority to execute this Agreement. By signing below Seller acknowledges that Seller has read and understands this Agreement and agrees to the terms thereof.

29. FORECLOSURE: Seller understands that failure to make loan payments may result in foreclosure of the Property by a mortgage holder and/or lien holder. Information regarding the foreclosure or litigation status of a property is available from the County Recorder where the Property is located. Seller represents that at the time of this listing (complete parts a and b):

a. A Notice of Default (Breach) and Election to Sell ☒ has not ~~OR~~ ☐ has (date: _____) been recorded against the Property. **If a Notice of Default has not been recorded against the Property as of the date of this Agreement, Seller agrees to notify Broker within five (5) business days of receipt of such a notice.** Seller understands that the recording of a Notice of Default begins a statutory foreclosure period, which varies in duration. At the end of the foreclosure period, the Property typically will be sold at a Trustee's Sale (foreclosure sale) and Seller will lose all rights and interest in the Property.

b. Seller ☒ has not ~~OR~~ ☐ has (date: _____) been served with a Summons and Complaint from Lender seeking to foreclose the property in court. The Parties understand that the filing and service of a Summons and Complaint begins a judicial foreclosure process which varies in duration, and which may result in a judgment against Seller. The judgment will typically be enforced through a foreclosure sale conducted by the Sheriff for the county where the Property is located and Seller will lose all rights and interest in the Property.

c. Seller understands that if the Property is not sold to a buyer before a foreclosure sale of the Property, Seller will lose all rights and interest in the Property. Seller understands that Broker cannot stop a foreclosure. **Seller(s) Initials** [*RS*] []

30. SIGNATURES: This Agreement may be signed by the parties manually or electronically (digitally) and on more than one copy, which, when taken together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.

31. RECOMMENDATIONS: If Broker recommends a builder, contractor, escrow company, title company, pest control service, appraiser, lender, home inspection company or home warranty company or any other person or entity to Seller for any purpose, said recommendation shall be independently investigated and evaluated by Seller, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended by Broker will be based solely upon such independent investigation.

32. DEFAULT: If Seller materially breaches this Listing, Seller is in default and will be liable to Broker for the amount of the Broker's fee specified in Section 5 and any other fees Broker is entitled to receive under this Agreement. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for purposes of computing Broker's fee. If Broker breaches this Agreement, Broker is in default and Seller may exercise any remedy at law.

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: [*RS*] / _____

33. BINDING EFFECT: Seller's obligation to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors and permitted assignees.

34. JOINT AND SEVERAL: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.

35. TIME OF ESSENCE: Time is of the essence of this Agreement and each of its terms.


36. 1031 EXCHANGE: The Seller does or **x** does not intend to perform an IRC Section 1031 tax deferred exchange. If yes, Broker is aware and acknowledges that Seller intends to perform an IRC Section 1031 tax deferred exchange. Broker will cooperate in such an exchange and Seller agrees to hold Broker harmless from any and all claims, costs, liabilities or delays in time resulting from such an exchange.

38. ADDITIONAL TERMS:



THE PRE-PRINTED PORTION OF THIS AGREEMENT HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. FOR LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

By signing below, Seller consents to receive transmissions sent from Broker to the e-mail addresses set forth. Seller agrees to keep Broker advised of his/her address and telephone number (or a number where they may be reached within 24 hours) at all times during the term of this Agreement.

SELLER:

Date 10/26/2020 Telephone E-Mail bobbyantee@gmail.com
 Seller's Signature  Seller's Signature
 Printed Name: Bobby Dee Antee Printed Name:
 Address 9564 Scorpion Track City Las Vegas State NV Zip 89178

BROKER:

Company One Realty
 Address: 8985 S Eastern Ave #100 City Las Vegas State NV Zip 89123
 Telephone: 7026308016 FAX 7026853053 E-Mail robbie@onerealtylv.com
 Designated Licensee Signature  License No. S.176227
 Printed Name: Robert M Van Licensee's Telephone: 7026308016
 Broker's Signature  Date 10/26/2020
 Printed Name: Jared Bonnell License No. B.1000680.LLC

AN EXCLUSIVE BROKERAGE AGREEMENT MUST BE SIGNED BY THE BROKER TO BE VALID

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS:  /



WHAT EVERYONE SHOULD KNOW ABOUT EQUAL OPPORTUNITY IN HOUSING



The sale and purchase of a home is one of the most significant events that any person will experience in their lifetime. It is more than the simple purchase of housing, for it includes the hopes, dreams, aspirations, and economic destiny of those involved.

THE LAW - Civil Rights Act of 1866

The Civil Rights Act of 1866 prohibits all racial discrimination in the sale or rental of property.

Fair Housing Act

The Fair Housing Act declares a national policy of fair housing throughout the United States. The law makes illegal any discrimination in the sale, lease or rental of housing, or making housing otherwise unavailable, because of race, color, religion, sex, handicap, familial status, or national origin.

Americans with Disabilities Act

Title III of the Americans with Disabilities Act prohibits discrimination against the disabled in places of public accommodations and commercial facilities.

Equal Credit Opportunity Act

The Equal Credit Opportunity Act makes discrimination unlawful with respect to any aspect of a credit application on the basis of race, color, religion, national origin, sex, marital status, age or because all or part of the applicant's income derives from any public assistance program.

State and Local Laws

State and Local laws often provide broader coverage and prohibit discrimination based on additional classes not covered by federal law.

THE RESPONSIBILITIES

The home seller, the home seeker, and the real estate professional all have rights and responsibilities under the law.

For the Home Seller

You should know that as a home seller or landlord you have a responsibility and a requirement under the law not to discriminate in the sale, rental and financing of property on the basis of race, color, religion, sex, handicap, familial status, or national origin. You cannot instruct the licensed broker or salesperson acting as your agent to convey for you any limitations in the sale or rental, because the real estate professional is also bound by law not to discriminate. Under the law, a home seller or landlord cannot establish discriminatory terms or conditions in the purchase or rental, deny that housing is available or advertise that the property is available only to persons of a certain race, color, religion, sex, handicap, familial status, or national origin.

For the Home Seeker

You have the right to expect that housing will be available to you without discrimination or other limitation based on race, color, religion, sex, handicap, familial status, or national origin.

This includes the right to expect:

- housing in your price range made available to you without discrimination
- equal professional service
- the opportunity to consider a broad range of housing choices
- no discriminatory limitations on communities or locations of housing
- no discrimination in the financing, appraising or insuring of housing
- reasonable accommodations in rules, practices and procedures for persons with disabilities
- non-discriminatory terms and conditions for the sale, rental, financing, or insuring of a dwelling
- to be free from harassment or intimidation for exercising your fair housing rights.

Seller(s) Initials

FOR THE Real Estate Professional

As a home seller or home seeker, you should know that the term REALTOR® identifies a licensed professional in real estate who is a member of the NATIONAL ASSOCIATION OF REALTORS®. Not all licensed real estate brokers and salespersons are members of the National Association, and only those who are can identify themselves as REALTOR®. They conduct their business and activities in accordance with a strict Code of Ethics. As agents in a real estate transaction, licensed brokers or salespersons are prohibited by law from discriminating on the basis of race, color, religion, sex, handicap, familial status, or national origin. A request from the home seller or landlord to act in a discriminatory manner in the sale, lease or rental cannot legally be fulfilled by the real estate professional.

DEED AND PROPERTY COVENANTS OR RESTRICTIONS OF RECORD

During the history of our country, some persons have placed restrictions on property based on race, color, religion, sex, handicap, familial status, or national origin. Generally, these restrictions are void and unenforceable, with limited exceptions for particular types of religious housing and housing for older persons. The publication of these void restrictions may convey a message that the restrictions continue to be valid. Any time a sales associate or broker is asked to provide a copy of the covenants or restrictions of record relating to the use of a property the following message should be included:

These documents may contain restrictions or covenants based on race, color, religion, sex, handicap, familial status, or national origin.

Such restrictions or covenants generally are void and unenforceable as violations of fair housing laws.

Be assured that all property is marketed and made available without discrimination based on race, color, religion, sex, handicap, familial status, or national origin. Should you have any questions regarding such restrictions, please contact your attorney.

THE EQUAL OPPORTUNITY PROGRAM

The NATIONAL ASSOCIATION OF REALTORS® has developed a Fair Housing Program to provide resources and guidance to REALTORS® in ensuring equal professional services for all people.

The Code of Ethics

Article 10 of the NATIONAL ASSOCIATION OF REALTORS® Code of Ethics requires that "REALTORS® shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, or national origin. REALTORS® shall not be a party to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, handicap, familial status, or national origin."

A REALTOR® pledges to conduct business in keeping with the spirit and letter of the Code of Ethics. Article 10 imposes obligations upon REALTORS® and is also a firm statement of support for equal opportunity in housing.

Fair Housing Partnership

The Fair Housing Partnership negotiated with the U.S. Department of Housing and Urban Development (HUD) outlines a program of voluntary compliance. REALTORS® voluntarily participate in activities and program to acquaint the community with the availability of equal housing opportunity, to establish office procedures to ensure that there is no denial of equal professional service, to make materials available which will explain this commitment, and to work with other groups within the community to identify and remove barriers to fair housing.

FURTHER ASSISTANCE

Local Boards of REALTORS® will accept complaints alleging violations of the Code of Ethics filed by a homeseeker who alleges discriminatory treatment in the availability, purchase or rental of housing. Local Boards of REALTORS® have a responsibility to enforce the Code of Ethics through professional standards procedures and corrective action in cases where a violation of the Code of Ethics is proven to have occurred.


Complaints alleging discrimination in housing may be filed with the nearest office of the Department of Housing and Urban Development (HUD), or by calling HUD's Discrimination Hotline at 1-800-669-9777, 1-800-290-1617 (TTY). For information and publications on fair housing, call HUD's Fair Housing Information Clearinghouse at 1-800-343-3442.

MOLD NOTICE & WAIVERPrinted Name(s) of Seller(s): Bobby Dee Antee

Printed Name(s) of Buyer(s): _____

Property Address: 9564 SCORPION TRACK CT LAS VEGAS NV 89178
("The Property")

1. **NOTICE.** Fungal contaminants (molds) may exist in the Property of which the Seller is unaware. These contaminants generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may or may not disclose fungal contaminants.
2. **SELLER DISCLOSURE.** Seller has disclosed the existence (if any) of current or previous water damage and/or mold on the Seller's Real Property Disclosure Form pursuant to NRS 113.130.
3. **BUYER'S DUTY TO INSPECT.** Buyer hereby assumes responsibility to conduct whatever inspections Buyer deems necessary to inspect the Property for mold contamination. Companies able to perform such inspections can be found in the yellow pages under "Environmental and Ecological Services."
4. **RELEASE OF LIABILITY.** Buyer agrees to rely solely on inspections conducted by Buyer and professionals retained by Buyer. Buyer hereby releases and discharges all agents and brokers involved in this transaction from any liability in conjunction with mold contamination of the Property. Furthermore, except for any express misrepresentations by Seller in paragraph 2 herein, Buyer hereby releases and discharges Seller from any liability in conjunction with mold contamination of the Property. The Buyer makes the decision to purchase, independent of the real estate broker(s) involved in the transaction, and hereby agrees to hold Seller, and any brokers or licensees in this transaction harmless and to defend and indemnify them from any claim, demand, action or proceeding as a result of the presence or infestations of molds in or around the property.
5. **PROFESSIONAL ADVICE.** Seller and Buyer execute this Notice & Waiver with the understanding that they should consult with a professional of their choice regarding any questions or concerns before its execution.

 Seller: 
 Bobby Dee Antee
Date: 10/26/2020

Seller: _____

Date: _____

Buyer: _____

Date: _____

Buyer: _____

Date: _____

EXHIBIT 4

Agent Single Line

#	ML #	Ar	St	Address	Unit#	Price BldgDes	Sub	Sq Ft Total	Bd	Bth	Gr	Pl	Spa	YrBl	ActClose	DOM
1	2060493	505	A-ER	9517 SUMMER FURNACE ST		\$259,900 3STORY	SFR	1,554	3	3	2	N	N	2006	01/02/2020	650
2	2130888	505	S	9382 ROPING COWBOY AVE		\$250,000 3STORY	SFR	1,553	3	3	2	N	N	2006	11/22/2019	81
3	2128447	505	S	9515 COLOR ROCK CT		\$265,000 3STORY	SFR	1,663	3	3	2	N	N	2006	09/14/2020	25
4	2209427	505	S	9512 Color Rock CT		\$270,000 3STORY	SFR	1,663	4	3	2	N	N	2006	01/31/2020	17
5	2160846	505	S	9329 FURNACE GULCH AVE		\$279,000 3STORY	SFR	1,693	4	3	2	N	N	2007	09/28/2020	29
6	2215499	505	S	9325 Roping Cowboy AVE		\$295,000 3STORY	SFR	1,553	3	3	2	N	N	2006		

LVR DEEMS INFORMATION RELIABLE BUT NOT GUARANTEED. IT IS A VIOLATION TO PROVIDE DETAIL PRINTOUTS TO A CUSTOMER/CLIENT.

EXHIBIT 5

DECLARATION OF ROBBIE VAN

I, ROBBIE VAN, depose and state:

1. I am a licensed realtor in the state of Nevada, and the owner of One Realty – Las Vegas, NV. My Nevada Realtor’s License number is S.176227 and the same expires on February 28, 2021. I submit this Declaration in support of Defendant Bobby Antee’s (“Bobby”) Motion for Approval of Sale of Marital Home, et al.

2. I am over the age of eighteen (18) and am able to testify of my knowledge in the contents of this Declaration.

3. I connected with Bobby on or around October 19, 2020, shortly after the hearing wherein the Court stated he would be able to select a realtor. I provided him with my own name, as well as a few other realtors I knew so that he could present them to his ex-wife, pursuant to the Court order.

4. I have had the opportunity to review the subject property located at 9564 Scorpion Track, Las Vegas, Nevada 89178 (the “Property”). Based on my research into the Property, I have compiled a Broker’s Opinion of Value, and will attach the same to this Declaration.

5. The Property is a single family residential home, three (3) stories, with four (4) bedrooms, two and three-fourths (2 ³/₄) baths, and a two (2) car garage. The building size is 1,693 sq. ft. and the lot size is 2,178 sq. ft. The Property was built in 2007.

6. The Property is located in the South Mountain Lot B subdivision of Mountains Edge. There have been five home sales in this community within the last year.

7. These five comparable properties had an average sole Price Per Square Foot of \$167.49, with the highest being \$189.95 and the lowest being \$159.35. These comparable properties were all ranging between 1,553 to 1,693 square feet.

SHUMWAY • VAN
8985 South Eastern Avenue, Suite 100
Las Vegas, Nevada 89123

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

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Las Vegas, Nevada 89123
Telephone: (702) 478-7770 Facsimile: (702) 478-7779

...

8. Based on the descriptions of the Property I've received from Bobby, that would place the subject property at approximately \$283,560.57.

9. However, the Las Vegas Real Estate Market is at an all-time high, based on median home prices, which is allowing sellers to achieve higher sales points than the recent comps.

10. I believe that \$294,900.00 is a good faith, fair market value at which to list the Property, and believe it represents an achievable sales number in the present market.

11. This figure is based on the assumption that the Property, and everything inside it, is in good working order with no structural issues or damage to be repaired beyond the usual and expected wear and tear.

12. I declare, under penalty of perjury, that the foregoing is true and correct.¹

DATED this 23 day of November, 2020.

AuthentiSIGN
Robbie Van
11/23/2020 5:36:21 PM PST
ROBBIE VAN

¹ NRS 53.045 states the following: "Any matter whose existence or truth may be established by an affidavit or other sworn declaration may be established with the same effect by an unsworn declaration of its existence or truth signed by the declarant under penalty of perjury"

EXHIBIT 6



(702) 458-1180

Sewer Service Bill

Bill Date: 10/01/2020

Important Information

Pay Online and avoid lines and phone calls!

page 1 of 2 www.cleanwaterteam.com

Sign up for auto features including email and text notification!

- Are you using Bill Pay? Update our mailing address for timely payment processing
- Minimum Amount Due must be paid by October 31, 2020 by 5:00 p.m. A Basic Penalty will be assessed if paid after October 31, 2020.
- Please make checks payable to Clark County Water Reclamation District (CCWRD)

The July 1, 2020 rate increase has been deferred to January 1, 2021. Visit www.cleanwaterteam.com for more information.

Wipes Clog Pipes!

FACTS: Toilet paper dissolves in water. Disposable personal and cleaning wipes do NOT! Think twice before you put wipes down YOUR pipes. Visit paininthedrain.com to learn more.

Account Detail

Current ERU Rate: \$227.16 per ERU

Current Year Sewer Charges:	243.16
Prior Year Sewer Charges:	41.08
Basic Penalty Fees:	0.00
Total Payments Received:	0.00

Payment Options (Choose 1):

Quarter 2 Minimum Due Amount:	162.66
-OR-	
Total Charges:	284.24

Make checks payable to CCWRD and include payment coupon below.

Please **ALWAYS** use your 10 Digit Account number to ensure proper payment to your account
Account Number: 3900800000

Account Number: 3900800000

Total Charges

284.24

Quarter 2 Due Date 10/31/2020

162.66

Amount Enclosed:

Service Address: 9564 SCORPION TRACK CT
Parcel Number: 176-20-413-076



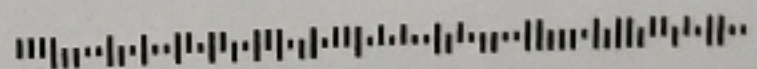
Clark County Water Reclamation District
5857 E Flamingo Rd
Las Vegas, NV 89122

ELECTRONIC SERVICE REQUESTED

7642001463 PRESORT 1463 1 AV 0.386 P1C8

ANTEE BOBBY DEE
1912 CAMINO MIRADA
N LAS VEGAS NV 89031-1094

CLARK COUNTY WATER RECLAMATION DISTRICT
PO BOX 512210
LOS ANGELES, CA 90051-0210



0100390080000000000162660000000000002842400390080000006

EXHIBIT 7



WELLS FARGO



Your home mortgage account summary

Name: **BOBBY ANTEE**

For account ending in: **8226**

Can you resume making payments or do you need to request an extension?

Contact us right away

Dear BOBBY ANTEE:

You let us know about a financial hardship you're facing as a result of the COVID-19 crisis. To help, we suspended your mortgage payments for up to six months, starting with your April 2020 payment. We hope that your situation has improved.

Your payment suspension period is coming to an end

September 2020 is the final month of your initial six-month payment suspension period. It's important that you contact us before the end of September 2020 so we know how to help. If we don't hear from you, your payment suspension will end.

When payment suspension ends:

- The missed payments will need to be resolved or the loan will be considered past-due.
- After September 2020, we'll return to normal servicing for your account. This includes reporting your payment activity to the consumer reporting agencies. It also includes charging late fees and starting collection and possible foreclosure activities.

Contact us right away

Step 1: Decide if you're ready to resume making monthly payments or if you need to request an extension. You'll find information below to help you decide what's best for you.

Step 2: Contact us right away to let us know what you decide.

- Go online to help save yourself time: You can use the **Payment Assistance: Action Requested form**. Sign on to your account with [online banking](#). Click the Reply Now button in the highlighted box on the mortgage account summary page.
- Or by phone: Call us at **1-800-416-1472**.

Note: If you have more than one account in payment suspension, you'll need to let us know what you decide for each account.

If you're ready to resume making monthly payments

We'll work with you to discuss programs that may help you catch up on missed payments.

Resuming making payments, if you can, is a good choice because it:

- Provides you with the opportunity to apply for new credit or to refinance with Wells Fargo.
- Reduces the chance that your escrow account, if you have one, will have a shortage. If you miss payments, your escrow account may not have enough to cover your tax and insurance bills. We'll continue to pay them, but this could increase your future monthly payments.
- Reduces the number of suspended payments that you'll need to repay.

If you need to request an extension of your payment suspension

Because your loan is covered by the CARES Act, you may request to extend the payment suspension period for up to another six months, for a total of 12 months.

- You'll need to contact us to request an extension before the end of September 2020. We can't automatically extend the payment suspension period — we need to hear from you.
- We'll provide this extension in three-month increments. This means that we'll check in with you every three months to find out if you're ready to resume making payments or if you

