

1 CODE 3370

2 ORIGINAL

FILED

SEP 26 2006

RONALD A. LONGTIN, JR., CLERK

By:  DEPUTY

3  
4  
5  
6 IN THE FAMILY DIVISION  
7 IN THE SECOND JUDICIAL DISTRICT COURT  
8 OF THE STATE OF NEVADA, IN AND FOR THE COUNTY OF WASHOE

9  
10 Andrew Earl Furer,

Case No. DV04-01626

11 Plaintiff,

Dept. No. 11

12 vs.

13 Eloisa Besada Furer,

14 Defendant.

15  
16 ORDER

17 The court has reviewed Mr. Furer's Motion for Relief From Financial Restraining  
18 Order and Motion for Leave to Seek Modification of the Order Denying Motion to Permit  
19 Storage of Disputed Personal Property, filed August 21, 2006; Mrs. Furer's Opposition,  
20 filed September 1, 2006; and Mr. Furer's Reply, filed September 5, 2006.

21 Mr. Furer asks for permission to purchase a new home at a purchase price of  
22 \$2,330,000.00. Mr. Furer would also like to sell the parties' marital residence located at  
23 Incline Village, Nevada, estimated to be worth over ten million dollars. Mr. Furer states  
24 that if the Incline residence is to be sold the court will need to modify or amend prior  
25 orders that require disputed personal property to be maintained at that residence. Much of  
26 this personal property has been boxed and stored in the residence for years. In order to  
27 facilitate the purchase of a new residence, Mr. Furer requests the court order Mrs. Furer to  
28 sign any necessary documents, and grant the Clerk of the Court permission to sign on Mrs.

1 Furer's behalf should Mrs. Furer refuse to sign. Lastly, Mr. Furer asks for \$500,000 to  
2 spend to improve, repair, renovate, and furnish both the Incline residence and the new  
3 home.

4 Mrs. Furer agrees to sell the Incline residence and implicitly agrees to the purchase  
5 of a new home by Mr. Furer. However, Mrs. Furer objects to the way Mr. Furer wishes to  
6 proceed, and requests certain conditions be met. Mrs. Furer objects to relief from the  
7 Mutual Restraining Order. Mrs. Furer objects to Mr. Furer holding title in any individual  
8 form for the new residence and insists the home be held either jointly, or in a joint trust  
9 together with the proceeds from the sale of the current home. Mrs. Furer objects to  
10 executing a quitclaim deed. Mrs. Furer objects to letting Mr. Furer select the realtor and  
11 make decisions regarding the sale of the marital residence. Mrs. Furer also objects to the  
12 proposed use of \$500,000 to pay for repairs and improvements to the marital residence or  
13 to the new property because Mrs. Furer has not seen any receipts, bids or other  
14 information regarding these expenditures. Mrs. Furer states that certain issues should be  
15 addressed in Phase III of the proceedings.

16 The court is aware that the parties have sufficient wealth to make each party whole  
17 in relation to any conceivable final distribution of separate, community or marital  
18 property, regardless of the ruling which the court may make in relation to the issues raised  
19 in the pending motion. The court also appreciates the wish of each party to move on with  
20 life. Accordingly, and good cause appearing therefore,

21

22 IT IS HEREBY ORDERED:

- 23 1. Mr. Furer may consummate the purchase a new home for a purchase price  
24 of approximately \$2,330,000.00.
- 25 2. Mr. Furer may title the new home in the manner he elects.
- 26 3. Mrs. Furer is required to execute a quitclaim deed in relation to Mr.  
27 Furer's new home and to sign any other document necessary to complete  
28 the purchase and obtain title insurance.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

4. Mr. Furer is authorized to spend up to \$500,000 to undertake repairs, improvements, renovations and furnishings necessary or desirable to market the Incline residence or to make any new residence appropriate for his occupancy. Mr. Furer is required to provide accountings to Mrs. Furer of all such spending. Accountings shall be due to Mrs. Furer on the 15<sup>th</sup> of every month for all spending during the previous calendar month.
5. If, within five days of receipt, Mrs. Furer refuses or fails to execute documents deemed by Mr. Furer to be necessary for the purchase of his new residence or to obtain title insurance, the parties shall arrange a telephonic or other hearing to be held within 5 court days to determine whether the Clerk of the Court should be authorized to execute such documents on behalf of Mrs. Furer.
6. The Incline residence may be listed for sale with any realtor reasonably acceptable to counsel for the parties. The realtor shall determine the listing price after consultation with the parties or their counsel. The court orders the parties to cooperate with the realtor and to sign any documents necessary in relation to the receipt of offers, the making of counteroffers, the entry into any contract of sale, escrow and closing. The proceeds of the sale shall be held in such manner as the parties shall agree prior to closing. If the parties are unable to agree, the proceeds shall be paid at closing to the Clerk of the Court to be deposited and held in the manner the court usually deposits and holds the monies of litigants pending adjudication.
7. The 28 boxes of personal property that were boxed on or about September 28, 2004; Mrs. Furer's clothing and personal property that was professionally packed in December, 2005; the property identified as Mrs. Furer's at provisions IV.C.5 and .8 of the Post-Nuptial Agreement which is in dispute and/or at provision 3.f of the Marital Settlement Agreement which is in dispute; and the safe, most of which property has been stored

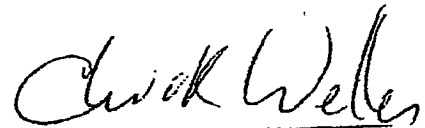
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

at the Incline residence that is to be sold, shall be shipped to Mrs. Furer's Las Vegas residence or moved to storage within 45 days from the date of this order. Mrs. Furer shall arrange any necessary packing, storage, shipping and insurance and shall pay the cost thereof. Mr. Furer shall cooperate with the packing and shipping.

8. Nothing in this order shall be considered to characterize any property as the property of either party. Nothing in this order precludes either party from raising any claim or defense in relation to the final distribution of property in this divorce.

**IT IS SO ORDERED.**

Dated: September 26, 2006.



District Court Judge

CERTIFICATE OF MAILING

2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Pursuant to NRCP 5(b), I certify that I am an employee of JUDGE CHUCK  
WELLER, and that I deposited for mailing at Reno, Nevada, a true copy of the attached  
document, addressed to:

Shawn Meador  
6100 Neil Road, Suite 500  
Reno, NV 89505

Daniel Marls  
302 East Cannon Avenue, Suite 702  
Las Vegas, NV 89101

Gloria Petroni  
417 West Plumb Lane  
Reno, NV 89509

Kent Robison  
71 Washington Street  
Reno, NV 89503

Dated this 26 Day of September, 2006.

  
ADMINISTRATIVE ASSISTANT