

1 Case No. 16-CV-01001

2 Dept. No. I

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IN THE THIRD JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

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IN AND FOR THE COUNTY OF LYON

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CITY OF FERNLEY,

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Interpleader Plaintiff,

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vs.

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D.L.G. ASSOCIATES, LLC, a limited liability company; MARC E. SIMONCINI and JULIA R. SIMONCINI, as trustees of the Rainbow Trust dated January 28, 1986; and DOES 1-10, inclusive,

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inclusive,

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Interpleader Defendants.

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MARC E. SIMONCINI, individually and as TRUSTEE of the RAINBOW TRUST,

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Counterclaimants/Cross-claimants,

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vs.

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CITY OF FERNLEY, and D.L.G. ASSOCIATES, LLC, a Nevada limited liability company, and DOES 1-10, inclusive,

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Counterdefendants/Cross-defendants.

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NOTICE OF ENTRY OF ORDER

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PLEASE TAKE NOTICE that on the 25th day of July, 2018, the above-entitled Court entered its order in the above-entitled matter.

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PLEASE TAKE FURTHER NOTICE that on the 27th day of July, 2018, said Order was duly filed in the office of the Clerk of the above-entitled Court and that attached hereto is a true

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1 and correct copy of said Order.

2 DATED this 2 day of August, 2018.

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THORNDAL ARMSTRONG
DELK BALKENBUSH & EISINGER

By: 
CHARLES L. BURCHAM, ESQ.
State Bar No. 2673
6590 S. McCarran Blvd., Suite B
Reno, Nevada 89509
Attorney for Interpleader Plaintiff

CERTIFICATE OF SERVICE

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Pursuant to NRCP 5(b), I certify that I am an employee of Thorndal Armstrong Delk Balkenbush & Eisinger, and that on this date I caused the foregoing NOTICE OF ENTRY OF ORDER to be served on all parties to this action by:


- placing an original or true copy thereof in a sealed, postage prepaid, envelope in the United States mail at Reno, Nevada.
- personal delivery
- facsimile (fax)
- Federal Express/UPS or other overnight delivery

fully addressed as follows:

Alex J. Flangas, Esq.
Alex Flangas Law
36 Stewart Street
Reno, NV 89501
Attorney for Defendant
Marc E. Simoncini, Individually and as
Trustee of the Rainbow Trust dated January 28, 1986

Frank C. Gilmore, Esq.
Robison, Sharp, Sullivan & Brust, Ltd.
71 Washington Street
Reno, NV 89503
Attorney for Defendant
Desert Lakes Golf Course

DATED this 2nd day of August, 2018.



 An employee of Thorndal Armstrong
 Delk Balkenbush & Eisinger

ORIGINAL

FILED

Case No. 16-CV-01001

Dept. No. I

2018 JUL 27 PM 3:27

TANYA SCHIRONE
COURT ADMINISTRATOR
THIRD JUDICIAL DISTRICT
Victoria Toral

IN THE THIRD JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF LYON

CITY OF FERNLEY,

RECEIVED

Interpleader Plaintiff,

JUL 31 2018

vs.

THORNDAL, RONG, DELK,
BALKENBUSH, EISINGER

D.L.G. ASSOCIATES, LLC, a limited liability company, MARC E. SIMONCINI and JULIA R. SIMONCINI, as trustees of the Rainbow Trust dated January 28, 1986; and DOES 1-10, inclusive,

Interpleader Defendants.

MARC E. SIMONCINI, individually and as TRUSTEE of the RAINBOW TRUST,

Counterclaimants/Cross-claimants,

vs.

ORDER APPROVING
STIPULATION TO DISMISS
ACTION WITH PREJUDICE AND
CONFIRMATION OF STATUS OF
WATER RIGHT COMMITMENTS
AT ISSUE

CITY OF FERNLEY, and D.L.G. ASSOCIATES, LLC, a Nevada limited liability company, and DOES 1-10, inclusive,

Counterdefendants/Cross-defendants.

D.L.G. ASSOCIATES, LLC,

Counterclaimants/Cross-claimants,

vs.

CITY OF FERNLEY; MARC E. SIMONCINI, individually and as TRUSTEE of the RAINBOW TRUST and, DOES 1-10, inclusive

Counterdefendants/Cross-defendants.

**ORDER APPROVING STIPULATION TO DISMISS ACTION WITH PREJUDICE
AND CONFIRMATION OF STATUS OF WATER RIGHT COMMITMENTS
AT ISSUE**

The Court, having considered the Stipulation to Dismiss Action With Prejudice and Confirmation of Status of Water Right Commitments At Issue (the "Stipulation") filed by the City of Fernley (the "City"), Marc E. and Julia R. Simoncini, as Trustees of the Rainbow Trust (collectively, "Simoncini"), and D.L.G. Associates, LLC ("DLG"), collectively referred to herein as the "Parties," by and through their respective counsel, and good cause appearing therefor,

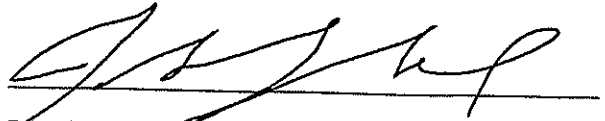
IT IS HEREBY ORDERED:

1. The Stipulation is hereby approved in its entirety.
2. Simoncini (or its transferee) shall be allowed to retain the 5.95 acre feet of water right commitment that was allowed to Simoncini by the City in October of 2014 and which was transferred by Simoncini to GreeNu Commodities at that time. Following the entry of the Order confirming this Stipulation, neither DLG nor the City has any further claim to that 5.95 acre feet of water right commitment.
3. With the exception of the 5.95 acre feet of water right commitment identified in paragraph 1, above, DLG has been determined to be the owner of the beneficial interest in all other remaining water right commitments that were at issue in this interpleader action associated with the original Development Agreement dated February 21, 1996, as amended by that certain Amendment to Agreement Dated February 21, 1996, by and between the City and DLG, which the City and DLG agree consists of three-hundred fifty-three and ten one-hundredths (353.10) acre feet.
4. With the determinations stated in paragraphs 1 and 2, above, having been entered as this Court's final determination in this matter, all remaining claims of all parties in this in this case that were raised or which could have been raised are hereby dismissed with prejudice, with each party to bear its own fees and costs.

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Dated this 25th day of July, 2018.


District Judge