

LINCOLN COUNTY, NV

2023-164267

\$37.00

05/04/2023 03:47 PM

Rec:\$37.00

COW COUNTY TITLE CO.

Pgs=7 KC

OFFICIAL RECORD

AMY ELMER, RECORDER

A.P.N. No.:	003-121-01 and 003-151-24
Escrow No.:	86144
Recording Requested By:	
Cow County Title Co.	
When Recorded Mail To:	
RAINBOW LAND & CATTLE COMPANY, LLC.	
P.O. BOX 1030	
CALIENTE, NV 89008	

(for recorders use only)

**ORDER GRANTING MOTION TO EXCHANGE AND SELL ASSETS
FREE AND CLEAR OF LIENS AND TO APPROVE PAYMENT OF COSTS
OF SALE**

1
2
3
4
5

Natalie M. Cox

Honorable Natalie M. Cox
United States Bankruptcy Judge



Entered on Docket
April 21, 2023

6 HOLLY E. ESTES, ESQ.
7 Nevada Bar No. 11797
8 Estes Law, P.C.
9 605 Forest Street
10 Reno, Nevada 89509
11 Telephone (775) 321-1333
12 Facsimile (775) 321-1314
13 *Email: hestes@esteslawpc.com*
14
15 Counsel for Debtor

ELECTRONICALLY LODGED
April 21, 2023

I CERTIFY THAT THIS IS A TRUE COPY:
DATED: April 24, 2023
ATTEST: *Melinda Mall* Digitally signed by Melinda Mall
Date: 2023.04.24 13:25:57 -0700
Deputy Clerk

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA



—ooOoo—

In Re:

Case No. BK-N-19-50627-NMC
Chapter 11

18 RAINBOW LAND & CATTLE
19 COMPANY, LLC, a Nevada limited
20 liability company,

**ORDER GRANTING MOTION TO
EXCHANGE AND SELL ASSETS
FREE AND CLEAR OF LIENS AND
TO APPROVE PAYMENT OF COSTS
OF SALE**

Debtor.

Hearing Date: April 20, 2023
Hearing Time: 9:30 a.m.

23 The Motion to Exchange and Sell Assets Free and Clear of Liens and to Approve
24 Payment of Costs of Sale [DE 403](the "Motion to Exchange and Sell"), came before the
25 Court for telephonic hearing on April 20, 2023 at 9:30 a.m. The Debtor, RAINBOW
26 LAND & CATTLE COMPANY, LLC, appeared by and through its counsel, Holly E.
27 Estes, Esq., of Estes Law, P.C. John Huston, the Debtor's authorized representative and
28 managing member, and Janice Cole, the Debtor's managing member, were also present.

1 H.H. Land & Cattle Company appeared by and through its counsel, Michael Wixom,
2 Esq., of Smith Larsen & Wixom. F. Heise Land & Livestock Co., Inc., appeared through
3 its counsel David Robertson, Esq., of Robertson, Johnson, Miller, and Williamson. The
4 purchaser, Ronald Taylor, was present and appeared personally and through his counsel
5 Darren J. Welsh, Esq.

6 The Court considered the Motion to Exchange and Sell, the Declaration of John
7 Huston in Support of Motion to Exchange and Sell Assets Free and Clear of Liens and to
8 Approve Payment of Costs of Sale [DE 411], the Secured Creditor H.H. Land & Cattle
9 Company's Limited Opposition to Debtor's Motion to Exchange and Sell Assets Free and
10 Clear of Liens and to Approve Payment of Costs of Sale [DE 414], the Debtor's Reply to
11 H.H. Land & Cattle Company's Limited Opposition to Debtor's Motion to Exchange and
12 Sell Assets Free and Clear of Liens and to Approve Payment of Costs of Sale [DE 415]
13 and the Declaration of John Huston [DE 416] and the Declaration of Holly E. Estes, Esq.,
14 [DE 417] filed in support of the reply, and the Supplemental Declaration of Ronald
15 Taylor In Support of Motion to Exchange and Sell Assets Free and Clear of Liens and to
16 Approve Payment of Costs of Sale [DE 418]. The Court also considered the oral
17 presentation of the parties for the relief requested and finds that the Real Estate Exchange
18 Agreement attached as **Exhibit A** to the Motion to Exchange and Sell (the "Exchange
19 Agreement") and the Real Estate Purchase Agreement attached as **Exhibit B** to the
20 Motion to Exchange and Sell (the Purchase Agreement) have been entered into in good
21 faith. Good cause appearing,

22 IT IS HEREBY ORDERED that the Motion to Exchange and Sell is GRANTED
23 and the Debtor is authorized to exchange 35.56 +/- acres of land, together with
24 approximately 5.34 +/- acre-feet per annum of affiliated ground water rights located in
25 Caliente, Nevada, with 88.09 +/- acres of real property currently owned by F. Heise Land
26 & Livestock Co., Inc., as more fully described in the Exchange Agreement pursuant to the
27 terms and conditions set forth in the parties' fully-executed Exchange Agreement, free
28 and clear of liens.

1 IT IS HEREBY FURTHER ORDERED that the Debtor is authorized to sell
2 certain real property located in Caliente, Nevada known as Assessor's Parcel Numbers
3 003-220-04, 003-220-05, 003-220-06, 003-220-07, 003-220-10, 013-140-20; 013-140-21;
4 and 013-140-22, along with certain water rights known as: Proof No. 01076; Permit No.
5 9935, Certificate No. 2483; Permit No. 10614, Certificate No. 3211, as more fully
6 described and set forth in the Purchase Agreement, to Ronald Taylor for the purchase
7 price of \$2,400,000.00 payable in cash at the close of escrow, pursuant to the terms and
8 conditions set forth in the parties' fully-executed Purchase Agreement, free and clear of
9 liens.

10 IT IS HEREBY FURTHER ORDERED that the Debtor is authorized to pay its
11 portion of the costs of sale consistent with the Purchase Agreement at closing.

12 IT IS HEREBY FURTHER ORDERED that the Debtor is authorized to and shall
13 pay via close of escrow on April 25, 2023, H.H. Land & Cattle Company the sum of
14 \$2,233,366.68, which is the undisputed amount due and owing to H.H. Land & Cattle
15 Company on account of its beneficial interest in a first deed of trust on the parcels to be
16 sold.

17 IT IS HEREBY FURTHER ORDERED that the Debtor and H.H. Land will work
18 together to resolve the dispute as to the remainder of the amount due to H.H. Land from
19 the Debtor, if any. On account of the unresolved issue regarding H.H. Land's payoff, the
20 amount of \$45,000.00 shall be paid at the close of escrow to the trust account held by
21 Holly E. Estes, Esq., which sum shall be held in trust pending further order of the Court
22 to ensure available proceeds to satisfy H.H. Land's claim in full. H.H. Land's remaining
23 claim after payment of \$2,233,366.68, if any, shall attach to the above mentioned sale
24 proceeds held in trust by Holly E. Estes, Esq.

25 IT IS HEREBY FURTHER ORDERED that as soon as possible, but not later than
26 30 days after close of escrow, and H.H. Land & Cattle Company has been paid
27 \$2,233,366.68, and its remaining lien, if any, has attached to the \$45,000.00 sale proceeds
28 held in trust in full as set forth herein, H.H. Land & Cattle Company shall execute and

1 record such documents as are necessary to release all liens on any and all of the Debtor's
2 property.

3 IT IS HEREBY FURTHER ORDERED that the Property shall be sold free and
4 clear of any lien claim or interest, if any, claimed by Zions First National Bank.

5 IT IS HEREBY FURTHER ORDERED that the Debtor is authorized to and shall
6 pay via close of escrow on April 25, 2023, F. Heise Land & Livestock Co., Inc., the sum
7 of \$100,000.00, the Property shall thereafter be sold free and clear of any lien claim or
8 interest of F. Heise Land & Livestock Co., Inc. F. Heise Land & Livestock Co., Inc.,
9 shall continue to retain its liens on Rainbow Land & Cattle Company, LLC's other real
10 property in which it currently holds a security interest that is not being sold to Taylor
11 under the Purchase Agreement as security for its claims against the Debtor.

12 IT IS HEREBY FURTHER ORDERED that remaining funds not disbursed at the
13 close of escrow pursuant to the Purchase Agreement and this Order shall be paid by title
14 to the Debtor and shall be held by the Debtor until further order of the Court.

15 IT IS HEREBY FURTHER ORDERED that the Property, as described in the
16 Motion to Exchange and Sell and Purchase Agreement, shall be sold and transferred to
17 Taylor free and clear of all liens and encumbrances pursuant to 11 U.S.C. §363(f)(2) and
18 (3), and that said sale transaction shall be in accordance with the terms and conditions of
19 the Purchase Agreement.

20 IT IS HEREBY FURTHER ORDERED that as a good faith purchaser, Taylor is
21 entitled to the safe harbor protections of 11 U.S.C. §363(m).

22 IT IS HEREBY FURTHER ORDERED that the 14 day stay of Federal Rule of
23 Bankruptcy Procedure 6004(h) is inapplicable and this Order is effective immediately
24 upon entry; and

25 ///

26 ///

27 ///

28 ///

1 IT IS HEREBY FURTHER ORDERED that pursuant to Fed. R. Bankr. P.
2 6004(f)(2), the Debtor is authorized to execute any and all documents required to
3 consummate the subject sale according to the parties' Purchase Agreement and the terms
4 and conditions of this Order.

5 IT IS SO ORDERED.

6 SUBMITTED BY:

7 ESTES LAW, P.C.

8 */s/ Holly E. Estes*

9 By: _____
10 HOLLY E. ESTES, ESQ.
11 Attorney for Debtor

12 ###

13 In accordance with LR 9021, an attorney submitting this document certifies as
14 follows:

15 ___ The court has waived the requirement set forth in LR 9021(b)(1).

16 ___ No party appeared at the hearing or filed an objection to the motion.

17 X I have delivered a copy of this proposed order to all attorneys who
18 appeared at the hearing, and each has approved or disapproved the order,
19 or failed to respond, as indicated below:

20 **APPROVED/DISAPPROVED**

21 SMITH LARSEN & WIXOM

22 */s/ Michael Wixom*

23 By: _____
24 MICHAEL WIXOM, ESQ.

25 **APPROVED/DISAPPROVED**

26 Robertson, Johnson, Miller, and Williamson

27 */s/ David Robertson*

28 By: _____
DAVID ROBERTSON, ESQ.

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

APPROVED/DISAPPROVED

/s/ Darren J. Welsh

By: DARREN J. WELSH, ESQ.

___ I certify that this is a case under chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order.

