

CORRECTED AGREEMENT FOR DISSOLUTION OF PARTNERSHIP, AND FOR TRANSFER AND ASSIGNMENT OF INTEREST IN AGREEMENTS FOR SALE OF REAL ESTATE

THIS AGREEMENT is made and entered into this 7 day of June, 1967, by and between ALBERT ZENO SHELLEY, whose address is 16081 Main Street, Hesperia, California, and ALLEN SAWYER HOPKINS, whose address is 3431 "B" Portola Drive, Santa Cruz, California;

WHEREAS, the parties heretofore, on or about the 8th day of September 1959, entered into an "AGREEMENT FOR DISSOLUTION OF PARTNERSHIP, AND FOR TRANSFER AND ASSIGNMENT OF INTEREST IN AGREEMENTS FOR SALE OF REAL ESTATE", and

WHEREAS, said Agreement was heretofore recorded on September 16, 1959, on Page 417 of Book 67 of Deeds, Records of Lander County, Nevada, and on Page 340 of Book 25 of Deeds, Records of Eureka County, Nevada, and

WHEREAS, said agreement contained a typographical error in Paragraph 6th thereof,

IT IS, THEREFORE, AGREED that said Agreement is corrected to read as follows:

AGREEMENT FOR DISSOLUTION OF PARTNERSHIP, AND  
FOR TRANSFER AND ASSIGNMENT OF INTEREST IN  
AGREEMENTS FOR SALE OF REAL ESTATE

THIS AGREEMENT is made and entered into this 8th day of September 1959 by and between ALBERT ZENO SHELLEY whose address is Post Office Box 435, Hesperia, California, and ALLEN SAWYER HOPKINS whose address is 406 W. Alosta, Glendora, California;

WHEREAS the parties have heretofore been engaged in

business as partners under an oral agreement commencing in March 1957, and

WHEREAS, the parties have agreed to terminate the partnership, and to distribute the partnership assets between them,

IT IS THEREFORE AGREED:

1. The partnership is dissolved as of this day.
2. The books of the partnership shall be closed and an account completed within the next ten days. Upon the completion of the account, all debts of the partnership shall be promptly paid, including all tax liabilities payable by the partnership.
3. Thereafter, the property of the partnership shall be distributed as follows:
  - (a) One-half of the cash shall be paid to each of the parties.
  - (b) The accounts receivable shall be divided in as equitable a manner as possible, and one-half transferred to each of the parties.
  - (c) The several interests of the partnership in and to all those several parcels of real estate are hereby transferred from the partnership to ALLEN SAWYER HOPKINS; that the legal descriptions of said real estate are set forth at length on Exhibit "A" attached hereto and incorporated by reference at this place as though fully set forth herein.
  - (d) The several interests of the partnership in and to all those several parcels of real estate are hereby transferred from the partnership to ALBERT ZENO SHELLEY; that the legal descriptions of said real estate are set forth at length on Exhibit "B" attached hereto and incorporated by reference at

this place as though fully set forth herein.

4. Neither party shall ever, directly or indirectly, use the partnership trade name, but each shall have the right to engage in the same business in any territory.

5. Each party acknowledges that except for his rights under this agreement, he has no claim whatsoever against the other party.

6. That the partnership and each partner individually does hereby grant, deed, bargain and sell any and all of the interest of the partnership to the several parcels of real estate described on Exhibits "A" and "B" attached hereto and ALLEN SAWYER HOPKINS does hereby warrant, grant, bargain, deed and sell all the property described on Exhibit "B" attached hereto to ALBERT ZENO SHELLEY; and ALBERT ZENO SHELLEY does hereby grant, warrant, bargain, deed and sell all the property described on Exhibit "A" attached hereto to ALLEN SAWYER HOPKINS.

IN WITNESS WHEREOF the parties hereto have signed this Agreement.

*Allen Sawyer Hopkins*  
ALLEN SAWYER HOPKINS

*Albert Zeno Shelley*  
ALBERT ZENO SHELLEY

STATE OF CALIFORNIA )  
COUNTY OF *Santa Cruz* ) SS

On May 16, 1967, 1967, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ALLEN SAWYER HOPKINS ~~and ALBERT ZENO SHELLEY~~, known to me to be the persons whose names ~~are~~ subscribed to the within instrument and acknowledged that ~~they~~ executed the same.

WITNESS my hand and official



Notary Public in and for said County and State  
MY COMMISSION EXPIRES JUNE 28, 1970

CONSENTS OF SPOUSES

I, HELEN L. SHELLEY, wife of ALBERT ZENO SHELLEY, and I, LUCILLE L. HOPKINS, wife of ALLEN SAWYER HOPKINS, do hereby consent to the foregoing Agreement.

*Helen L. Shelley*  
HELEN L. SHELLEY

*Lucille L. Hopkins*  
LUCILLE L. HOPKINS

STATE OF CALIFORNIA )  
COUNTY OF *Santa Cruz* ) SS

On May 16<sup>th</sup>, 1967, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ~~ALBERT Z. SHELLEY~~ and LUCILLE L. HOPKINS, known to me to be the persons whose names ~~are~~ subscribed to the within instrument and acknowledged that ~~they~~ <sup>she</sup> executed the same.

WITNESS my hand and office



Notary Public in and for said County and State  
MY COMMISSION EXPIRES JUNE 26, 1972

STATE OF CALIFORNIA  
COUNTY OF  
SAN BERNARDINO ) SS

On June 1st, 1967  
before me, Lila L. Gossard,  
a Notary Public in and for said County and State, personally appeared ALBERT ZENO SHELLEY  
and HELEN L. SHELLEY

known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they

WITNESSE   
(Seal) LILA L. GOSSARD  
Notary Public in and for said County and State.  
My Commission Expires November 4, 1967

Page Four

- 1 1. The N 1/2 of Section 9, T 29 N, R 48 E, M. D. B. M. as per
- 2 government survey.
- 3 2. North 1/2 of North 1/2 of Section 35 T 31 N R 48 E M. D. B. M.
- 4 3. SE 1/4, Section 29 T 30N, R 48E, M. D. B. M. as per government survey.
- 5 4. E 1/2 of SW 1/4 Sec. 7, T 29N, R 49E, M. D. B. M. as per government
- 6 survey.
- 7 5. West 1/2 Section 7, T 31 N R 49 E, M. D. B. M. as per government survey.
- 8 6. W 1/2 of SW 1/4, Sec. 19, T 29N, R 49E, M. D. B. M. as per govern-
- 9 ment survey.
- 10 7. E 1/2 Except the SE 1/4 of the NE 1/4, Sec. 31 T 29 N R 48 E, M. D. B. M.
- 11 as per government survey.
- 12 8. SE 1/4 Sec. 35 T 29 N R 48 E M. D. B. M. as per government survey
- 13 9. NE 1/4 of NW 1/4, Sec. 5, T 29 N R 49 E, M. D. B. M.
- 14 NW 1/4 of NW 1/4 Sec. 5 " " "
- 15 SW 1/4 of NW 1/4 Sec. 5 " " "
- 16 SE 1/4 of NW 1/4 Sec. 5 " " " as per government
- 17 survey.
- 18 10. NE 1/4, NW 1/4, SW 1/4, Sec. 9, T 31 N R 48 E, M. D. B. M. as per
- 19 government survey.
- 20 11. SE 1/4 Sec. 7, T 29 N R 49 E, M. D. B. M. as per government survey.
- 21 12. NE 1/4 of Sec. 7 T 31 N R 48 E, M. D. B. M. as per government survey.
- 22 13. SW 1/4 Sec. 3 T 31 N R 48 E., M. D. B. M. as per government survey.
- 23 14. SW 1/4 Sec. 31 T 31 N 49 E, M. D. B. M. as per government survey.
- 24 15. NW 1/4 Sec. 5 T 30 N R 49 E, M. D. B. M. as per government survey.
- 25 16. NE 1/4, Sec. 29 T 30 N R 48 E, M. D. B. M. as per government survey.
- 26 17. SW 1/4 of Sec. 5, T 30 N R 49 E, M. D. B. M. as per government survey.
- 27 18. NE 1/4 Sec. 19, T 29 N R 49 E, M. D. B. M. as per government survey.
- 28 19. NW 1/4 Sec. 23 T 29 N R 48 E, M. D. B. M. as per government survey.
- 29 20. NW 1/4 Sec. 23, T 30 N, R 48 E, M. D. B. M. as per government survey.
- 30 21. SE 1/4 and N 1/2 of SW 1/4 of Sec. 1 T 30 N R 48 E, M. D. B. M.
- 31 22. Lots 6 and 7, Block 5, Crescent Valley Ranch & Farms, Unit No. 1.
- 32 23. S 1/2 of N 1/2 Sec. 35 T 31 N R 48 E, M. D. B. M. per government survey.
24. SE 1/4 Sec. 9 T 31 N R 48 E, M. D. B. M. as per government survey.

- 1 1. S 1/2 of S 1/2, Sec. 35, T 31 N, R 48 E, M. D. B. M. per government
- 2 survey.
- 3 2. SW 1/4 Sec. 23 T 30 N R 48 E, M. D. B. M. per government survey.
- 4 3. N 1/2 Sec. 25, T 31 N, R 48 E, M. D. B. M. per government survey.
- 5 4. Sec. 13 T 31 N 48 E, M. D. B. M. PER government survey.
- 6 5. SE 1/4, Sec. 23, T 30 N, R 47 E, M. D. B. M. per government survey.
- 7 6. SE 1/4 of SW 1/4, Sec. 27, T 31 N, R 48 E, M. D. B. M. per govern-
- 8 ment survey.
- 9 7. S 1/2 Sec. 11, T 31 N, R 48 E. M. D. B. M. per government survey.
- 10 8. W 1/2 Sec. 19, T 31 N, R 49 E, M. D. B. M. per government survey.
- 11 9. N 1/2 of SW 1/4 and NE 1/4 of SE 1/4 Sec. 27, T 31 N, R 48 E,
- 12 M. D. B. M. per government survey.
- 13 10. NW 1/4 Sec. 31, T 31 N, R 49 E, M. D. B. M. per government survey.
- 14 11. NE 1/4 Sec. 27, T 31 N, R 48 E, M. D. B. M. per government survey.
- 15 12. NW 1/4 Sec. 19, T 29 N, R 49 E, M. D. B. M.
- 16 13. NW 1/4, Sec. 7, T 29 N, R 49 E, M. D. B. M. per government survey.
- 17 14. SE 1/4, Sec. 31, T 31 N, R 49 E, M. D. B. M. per government survey.
- 18 15. NW 1/4 Sec. 27, except SW 1/4 thereof, T 31 N, R 48 E, M. D. B. M.
- 19 per government survey.
- 20 16. N 1/2 of S 1/2 Sec. 35, T 31 N, R 48 E, M. D. B. M. per government survey.
- 21 17. NE 1/4 Sec. 33 T 31 N, R 48 E, M. D. B. M. per government survey.
- 22 18. Sec. 25, T 30 N, R 47 E, M. D. B. M. per government survey.
- 23 19. NW 1/4 of Sec. 33 T 31 N R 48 E, M. D. B. M. per government survey.
- 24 20. NE 1/4, Sec. 7, T 29 N, R 49 E, M. D. B. M. per government survey.
- 25 21. SE 1/4 Sec. 5, T 30 N, R 49 E, M. D. B. M. per government survey.
- 26 22. SW 1/4 Sec. 33, T 31 N, R 48 E, M. D. B. M. per government survey.

1710

File No. \_\_\_\_\_  
 RECORDED AT THE REQUEST OF  
Joseph B. Campbell  
 June 14 \_\_\_\_\_ A. D. 19 67  
 at 50 \_\_\_\_\_ minutes past 11 A. M.  
 in Book 19 of OFFICIAL RECORDS  
 Page 196-201 Records of  
 SUREKA COUNTY, NEVADA  
*Willis A. Nelson*  
 Recorder

Fee \$6.15

EXHIBIT "B"