

80470

9100 1st Federal Building Bldg.
3003 N. Central Ave.
Ph. 85012

POST NUPTIAL AND PROPERTY SETTLEMENT AGREEMENT

MISC AGR 147313

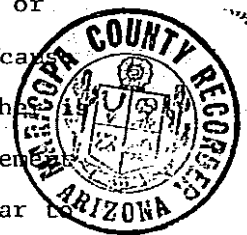
This Post Nuptial and Property Settlement Agreement, hereinafter called "Agreement", made and entered into as to the day and year last hereinafter written, by and between BEULAH MAE LAMBERSON of Mesa, Arizona (hereinafter referred to as "Wife"), and DONALD OWEN LAMBERSON of Arizona (hereinafter referred to as "Husband").

DKT 15213 PG 158

WITNESSETH:

THAT WHEREAS, the parties hereto were married at City of Long Beach, County of Los Angeles, State of California, on the 11th day of February, 1948, and ever since said date have been and now are Husband and Wife; and

WHEREAS, it is distinctly understood and agreed that this Agreement is intended to and does only refer to the property rights of the parties hereto and not to any cause of action that either of the parties may have or claim to have one against the other; that any such cause of action that either party may have against the other not intended to be and is not condoned by this Agreement and this Agreement is not to be construed to be a bar to any cause of action that either party may have against the other, it being distinctly understood that this Agreement is in no wise contingent upon the granting of any decree of dissolution; and



WHEREAS, the parties hereto desire to divide their community property and joint tenancy property and forever settle and adjust their mutual rights and obligations and their property rights as between them presently and forever hereafter; and

File No. 43230 Filed for record at request of
Minkler & Kirschbaum May 19, 1981
at 10 minutes past 9 o'clock A m and recorded in book
308 of Official Records page 59 Nye County, Nevada

Diana L. Lyda
County Recorder

BOOK 308 PAGE 59
BOOK 95 PAGE 61

WHEREAS, it is the further intention of the parties hereto that in the event there shall hereafter be entered a decree of dissolution to either party in any court of competent jurisdiction, their said property rights shall be adjudicated in accordance with the terms and provisions of this Agreement as the contract of the parties; and fair disclosure of all assets and debts of the parties has been made from each to the other.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, it is agreed by and between the parties hereto as follows:

1. The parties have heretofore divided equally and have allocated between them all of their personal property, cash, household furniture, furnishings and bank accounts (save one bank account which is held and shall continue to be held jointly. The parties agree to retain said bank account as a joint account to be used for the purpose of paying health insurance premiums on that certain single policy covering both Husband and Wife and for paying real property taxes, insurance and other expenses arising out of ownership of real property hereafter held by the parties as tenants in common, as provided for herein).

It is understood and agreed that each party owns as sole and separate property all of the personal property presently in his or her respective possession and all bank accounts in his or her respective name.

2. Husband does hereby transfer, sell, assign and convey his every right, title and interest in and to the following to Wife, subject to all encumbrances thereon, if any, which Wife assumes and agrees to pay according to their terms, as her sole and separate property:

- a. 1977 Cadillac.
- b. All furniture, furnishings and household goods in Wife's possession.
- c. All of Wife's personal clothing and effects, wheresoever situated.
- d. All insurance policies on life of Wife.
- e. All bank accounts in Wife's name, if any.

3. Wife does hereby transfer, sell, assign and convey her every right, title and interest in and to the following to Husband, subject to all encumbrances thereon, if any, which Husband assumes and agrees to pay according to their terms, as his sole and separate property:

- a. 1979 Cutlass.
- b. All furniture, furnishings and household goods in Husband's possession.
- c. All of Husband's personal clothing and effects, wheresoever situated.
- d. All insurance policies on life of Husband.
- e. All bank accounts in Husband's name, if any.

4. The parties own various parcels of real property and other investment property, both within and without the State of Arizona, all said property being held in joint tenancy as follows:

- a. Limited partnership interest in that certain limited partnership known as Kacic's Oil and Gas Co., Ltd., an Arizona limited partnership, certificate of which is recorded at Book 5853, page 1385-1389, of records of County Recorder of Pima County,

Arizona (representing an interest in three natural gas wells purchased from Kacic's Columbia County Drilling Company and described as follows: the West half of Lot D, the Bradford tract and #2 the West 168 feet of the West 336 feet of Lot E, the Bradford tract, both in the Rhoda Bradford Lands, per map recorded in Conveyance Book 100, page 146, of the records of Caddo Parrish, Section 36, Township 21 North, Range 15 West, Caddo Parrish, Louisiana, Lot D; and further representing an interest in three chalk oil wells and two Paluxy oil wells located in: the West half (W/2) of Lot D of the Rhoda Bradford lands as per plat recorded in Map Book 100, page 146, of the records of Caddo Parrish, Louisiana, which lot is located in Section 36, Township 21 North, Range 15 West, Caddo Parrish, Louisiana, as to all strata lying between the base of the Annona Chalk Formation and a depth of 3,000 feet below the surface of the ground).

b. Rights as purchasers or owners of real property located in County of Maricopa, State of Arizona, and legally described as follows:

PARCEL B: The East 122 feet of the South 196 feet of the North 201 feet of the following described property:

A parcel of land in the Southeast quarter of Section Nine (9), Township One (1) North, Range Three (3) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona:

COMMENCING at a point in the East line of said Section 9, a distance 820 feet North of the Southeast corner of said Section 9; thence along the Southerly line of that certain 2.134 acre parcel of land described in indenture dated July 20, 1946 between Arizona Eastern Railroad Company, Southern Pacific Company and the County of Maricopa, recorded September 27, 1946, in Book 543 of Deeds, Pages 543-547, Records of Maricopa

County, West, 796 feet and South 89 Degrees 52 minutes West, 301.0 feet to the Northwest corner of that certain 5 acre parcel of land described in indenture dated April 21, 1947 between Arizona Eastern Railroad Company, Southern Pacific Company and the Food Machinery Corporation and the Actual Point of Beginning of the parcel of land to be described; thence South, along the Westerly line of said 5 acre parcel of land 403.0 feet; thence South 89 degrees 52 minutes West, leaving said Westerly line and parallel with said Southerly line, 404.69 feet; thence North, parallel with said Westerly line, 403.0 feet to a point in said Southerly line; thence North 89 degrees 52 minutes East along said Southerly line, 404.69 feet to the actual point of beginning: Excluding all improvements now located thereon.

EXCEPT all minerals and mineral ores as set forth and reserved in Deed Record in Docket 5857, Page 284.

c. Real property located in the County of Maricopa, State of Arizona, and legally described as follows:

PARCEL A: The West 122 feet of the East 244 feet of the South 196 feet of the North 201 feet of the following described property:

A parcel of land in the Southeast quarter of Section Nine (9), Township One (1) North, Range Three (3) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; COMMENCING at a point in the East line of said Section 9, distant 820 feet North of the Southeast corner of said Section 9; thence along the Southerly line of that certain 2.134 acre parcel of land described in indenture dated July 20, 1946 between Arizona Eastern Railroad Company, Southern Pacific Company and the County of Maricopa, recorded September 27, 1946, Book 543 of Deeds, Pages 543-547, Records of Maricopa County, West, 796 feet and South 89 degrees 52 minutes West, 301.0 feet to the Northwest corner of that certain 5 acre parcel of land described in indenture dated April 21, 1947 between Arizona Eastern Railroad Company, Southern Pacific Company and the Food Machinery Corporation and the Actual Point of Beginning of the parcel of land to be described; thence South, along the Westerly line of said 5 acre parcel of land 403.0 feet; thence South 89 degrees 52 minutes West, leaving said Westerly line and parallel with said Southerly line, 404.69 feet; thence North, parallel with said Westerly line, 403.0 feet

to a point in said Southern line; thence North 89 degrees 52 minutes East, along said Southerly line, 404.69 feet to the actual point of beginning:

EXCEPT all minerals and mineral ores, as set forth and reserved in Deed recorded in Docket 3857, Page 284.

d. Real property located in County of Maricopa, State of Arizona, and legally described as follows:

Lot 189, SUN LAKES UNIT TEN, according to the plat of record in the office of the Maricopa County Recorder in Book 206 of Maps, page 46.

e. Real property located in County of Maricopa, State of Arizona, and legally described as follows:

Lot 1386, LEISURE WORLD PLAT TWELVE, a subdivision recorded in the Maricopa County Recorder's office in Book 190 of Maps, page 23. Records of Maricopa County, Arizona.

f. All right, title and interest of the parties in that certain lode mining claim known as:

Reveille #459 Lode Mining Claim in Section 31, Township 2-1/2N, Range 52E in the Reveille Mining District, in Nye County, in the State of Nevada.

g. All right, title and interest of the parties in that certain lode mining claim known as:

Reveille #435 Lode Mining Claim in Section 19, Township 3N, Range 52E in the Reveille Mining District, in Nye County, in the State of Nevada.

h. All right, title and interest of the parties in that certain lode mining claim known as:

Silverado #204 Lode Mining Claim in Section 28, Township 19N, Range 53E in the Eureka Mining District, in Eureka County, in the State of Nevada.

i. All right, title and interest of the parties in that certain lode mining claim known as:

Silverado #294 Lode Mining Claim in Section 3, Township 18N, Range 53E in the Eureka Mining District, in Eureka County, in the State of Nevada.

The parties agree that the actual legal description shall govern if they vary from the foregoing descriptions. The parties agree that from the time of the execution of these presents, they shall hold title to the above described property, whether real or personal, as tenants in common and not as joint tenants or as community property.

It is further agreed and understood that the parties shall share equally in all the rents and profits thereof and shall share equally in all costs of preserving and maintaining such property. All money paid to the parties by virtue of their ownership thereof shall be immediately disbursed equally to each. As funds are required to pay any costs related thereto, each party shall contribute an equal share of such required funds into the joint checking account referred to in paragraph 1 hereof.

5. Wife is purchasing or owns certain real property in County of Maricopa, State of Arizona, which is described as follows:

Lot Forty-two (42), PARADISE PARK TRAILS, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 176 of Maps, page 3.

The parties agree that the actual legal description will govern if it varies from the foregoing. The parties further agree that said property is the sole and separate property of Wife and that Husband has no right, title or interest in said property.

6. The parties agree that the real property located in Maricopa County, Arizona, and legally described as:

Lot 1386, LEISURE WORLD PLAT TWELVE, a subdivision recorded in the Maricopa County Recorder's office in Book 190 of Maps, page 23. Records of Maricopa County, Arizona.

shall be placed upon the market for sale, and upon the closing of said sale, the parties shall each be entitled to one-half of the net proceeds from such sale.

In the event that either party continues to reside in said premises from and after this date, it is agreed that such party shall continue to cooperate in the sale of said property. Further, the party in residence therein, if any, will pay to the other party one-half of the reasonable rental value of said property and will be responsible for payment of maintenance fees, taxes, insurance and any and all costs of maintaining the property during the period of the party's residence therein.

7. From the effective date of this Agreement, neither party shall contract any indebtedness nor incur any liability whatsoever for which the other party may be held liable. Each party shall promptly indemnify and save and hold harmless and reimburse the other for any sums the other may pay on account of any indebtedness contracted or liability incurred by such other party in violation of the provisions of this paragraph.

8. Subject to the other provisions of this Agreement, Wife hereby releases any and all rights, title and interest, estate or other right which she had or may now have or hereafter have or claim in any and all property, whether real, personal or mixed, of whatever nature, kind or description and wheresoever situate, now owned or hereafter acquired by or on behalf of Husband. Wife agrees that Husband may convey or otherwise dispose of and deal

with the same as fully as though he had never been married; and Wife agrees that she shall and will join with Husband in the execution of any document and perform any act, if such joinder or action is deemed by Husband to be necessary or desirable to effectuate or facilitate any conveyance or transfer of any of said property to Husband or to others.

Subject to the other provisions of this Agreement, Husband hereby releases any and all right, title and interest, estate or other right, which he had or may now or hereafter have or claim in any and all property, whether real, personal or mixed, of whatever nature, kind or description and wheresoever situate, now owned or hereafter acquired by or on behalf of Wife. Husband agrees that Wife may convey or otherwise dispose of and deal with the same as fully as though she had never been married; and Husband agrees that he shall and will join with Wife in the execution of any document and perform any act, if such joinder or action is deemed by Wife to be necessary or desirable to effectuate or facilitate any conveyance or transfer of any of said property to Wife or others.

9. The parties hereto agree that for the year 1980 they shall file joint federal and state income tax returns. From and after the 1st day of January, 1981, each of the parties shall file separate federal and state income tax returns (all of their expenses, income and other tax items being sole and separate).

For the year 1980, Husband agrees, without regard to any community property theory or proration, to pay all taxes due on both federal and state returns, except for the taxes due on Wife's income, as to which she shall contribute taxes due, without regard to any

community property theory of proration. It is understood and agreed that the parties, for the calendar year 1980, will receive equal credit for all sums heretofore paid on deposits of estimated income taxes. The 1980 tax obligation of Husband and Wife shall be prorated agreeable to the taxes which would have been due if each of the parties had filed separate returns, claiming the just and proper income received and expenses and deductions for tax purposes. The parties agree that for the year 1980 they do not and cannot verify the accuracy of the tax information supplied by the other, and in the event of assessment of further taxes, interest, deficiencies or penalties for the year 1980, the party responsible for the information supplied for the return (except for taxes, interest, deficiencies or penalties resulting from information jointly supplied and improperly treated) shall be borne by the party so supplying such information. Such party shall save the other harmless from any assessments or payments of additional taxes, deficiencies, penalties or interest and any expense incurred by such party in defending against any claim by federal or state authorities for additional taxes, interest, deficiencies or penalties.

The parties agree to share equally any expenses relative to audits and taxes, penalties and interest owing or hereafter assessed on federal and state income tax returns for the year 1979 or earlier years.

From and after the year 1980, each party agrees to pay, discharge and hold the other harmless from all liabilities for taxes owing on their separate federal and state income tax returns and from all interest, deficiencies and penalties thereon.

The parties shall cooperate in the preparation of future tax returns for so many years as they may remain married and for one year thereafter, using the same tax preparer so that expenses, deductions and other matters may be properly coordinated by a tax preparer.

Further, the parties agree to cooperate in any audits or other proceedings by tax authorities in regard to 1980 or prior or subsequent years.

10. The parties hereto agree that, upon demand, each shall at any time make, execute, acknowledge and deliver all instruments, conveyances, powers of attorney, authorizations and all other documents as the other of them or his or her agents, employees, executors, administrators, successors or assigns shall reasonably require for the purpose of carrying out and giving full effect to the intentions, purposes and terms of this Agreement; provided, however, that neither party hereto shall be required to sign any instruments which will in any manner render the one so required to sign liable for the payment of any money or the incurring of any liability other than expressly provided for in this Agreement. Moreover, this Agreement shall constitute and be deemed an actual grant, assignment, conveyance and delivery of property and rights in such manner and with such force and effect as shall be necessary to effectuate and carry out the intent, purposes and terms of this Agreement.

11. It is understood and agreed that this Agreement is intended to and shall be a full, complete, definite and final adjustment of mutual rights and obligations and property adjustment and settlement by and between the parties hereto and that all property, whether

acquired prior to or subsequent to the marriage of the parties and whether community or otherwise, shall be divided in accordance with the terms of this Agreement; and that any and all mutual rights and obligations and any and all claims, interests and rights, including but not limited to all rights of inheritance, family allowances, rights to property in lieu of homestead and any and all other rights of each of the parties hereto, in the estate of the other have been and now are by this Agreement finally adjusted and settled once and forever. Nothing herein, however, shall bar either party from voluntarily providing for the other by Will or Last Testament. It is further understood and agreed that this Agreement and the construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Arizona.

12. Anything herein contained to the contrary notwithstanding, it is understood and agreed by and between the parties hereto that from and after the date of the execution of this Agreement, all property, whether real, personal or mixed, of whatever nature, kind or description and wheresoever situate, acquired by either of the parties hereto shall be and remain the sole and separate property and estate of the party acquiring same.

13. The parties herein each hereby waive any and all right in the estate of the other and forever quit claim to the other any and all right to share in the property of the other by the laws of succession. Each of said parties hereby waives any and all rights of homestead in the real property of the other and each waives any and all right to the estate or any interest in the estate of the other for a family allowance or by way of inheritance. From the date

of this Agreement to the end of the world such waivers of each in the estate of the other shall be effective (subject to the voluntary gift or bequest hereafter made by either party for the benefit of the other), and they shall have all the rights of single persons and maintain such relationship toward each other.

14. It is hereby agreed by the parties hereto that this property settlement shall be final and conclusive between the parties hereto, regardless of whether or not either party hereto may die before any decree of dissolution shall become final.

15. It is understood and agreed by and between the parties that this is an equitable division of the parties' property, acknowledging the sole and separate property owned prior hereto by each of them, and that the properties divided hereby are essentially equal in value and that the creation, acquisition and ownership of such properties has been contributed to equally by each of the parties hereto.

16. The parties hereto understand and agree that this Agreement shall be submitted for approval to the Superior Court of Arizona, in and for the County of Maricopa, or any other court of appropriate jurisdiction, in event an action for dissolution is filed and at the sole request of the moving party and with the approval of the Court, this Agreement shall be incorporated by the said Court in the Judgment and Decree of Dissolution, the same as if fully set forth therein. This Agreement is and shall be considered strictly as an agreement settling and adjusting their mutual rights and obligations and their rights respecting property, the same being the free and voluntary

act of each of the parties hereto.

17. It is understood and agreed by and between the parties hereto that failure of either party to insist on a prompt or strict performance of any of the terms, conditions, promises, agreements or covenants herein contained shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, promises, agreements or covenants herein contained.

18. It is understood and agreed by and between the parties hereto that no modifications, alterations or amendments whatsoever of this Agreement shall be binding upon either of the parties hereto unless reduced to writing and subscribed by both of the parties and duly acknowledged.

19. Should any part, clause or provision or condition of this Agreement be held to be void, invalid or inoperative, then it is understood and agreed that such invalidity shall not effect any other part, clause, provision or condition hereof but the remainder of this Agreement shall be as effective as though such part, clause, provision or condition had not been contained herein.

20. It is agreed that there is no other contract or agreement, oral or in writing, existing between the parties hereto relative to the matters herein mentioned and that all agreements and understandings between the parties are embodied in this Agreement; and that this Agreement is entire and complete in itself and is integrated and not a part of any other contract or agreement; that no promises, warranties or representations of any nature or character have been made to induce either party to enter into this Agreement and that the parties hereto have agreed and

they each hereby acknowledge and confess that neither of them has been influenced by the other in the making or execution of this Agreement and that neither of said parties is acting or relying upon any statement, representation or information furnished by the other party with reference to any matter or thing of any kind, nature or character, except as in this Agreement as set forth.

The parties acknowledge that they have been married for a period of time in excess of thirty (30) years and each has agreed to rely and is willing to rely upon the knowledge of the community, joint and separate estates they have derived by reason of their married relationship and each of them agrees that a full and fair disclosure of all property has, in fact, been made over the years of their marital relationship and that any accounting or further disclosure at the present time is unnecessary and is waived. IT IS FURTHER UNDERSTOOD AND AGREED THAT IN THE MATTER OF THE PREPARATION AND EXECUTION OF THIS INSTRUMENT, BOTH PARTIES HAVE HAD OPPORTUNITY TO BE REPRESENTED BY COUNSEL AND THAT THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN EACH OF THE PARTIES HERETO OF HIS OR HER OWN FREE WILL AND VOLITION AND WITH FULL KNOWLEDGE OF THE LEGAL EFFECT OF THIS AGREEMENT, AND THAT EACH OF THE PARTIES HAS READ THE WHOLE OF THIS AGREEMENT. This Agreement is to be interpreted and construed according to its plain meaning and not strictly for nor against any party hereto.

21. If any action shall be brought to enforce or interpret this Agreement or for or on account of any breach of this Agreement, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, a reasonable sum for attorneys fees, the

amount of which shall be fixed by the Court and made a part of any judgment rendered.

22. It is further agreed that all of the terms and provisions of this Agreement shall apply to, bind and be obligatory upon the heirs, executors and administrators, representatives and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands to this Agreement consisting of 16 pages, including this page and the foregoing 15 pages, this

22 day of April, 1980.

Beulah Mae Lamberson
Beulah Mae Lamberson

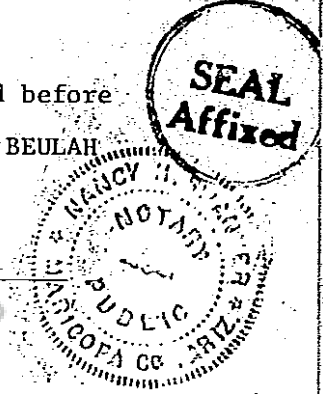
Donald Owen Lamberson
Donald Owen Lamberson

STATE OF ARIZONA)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 22nd day of April, 1980, by BEULAH MAE LAMBERSON.

Nancy A. Swanson
Notary Public

My Commission Expires:
My Commission Expires Sept. 28, 1987

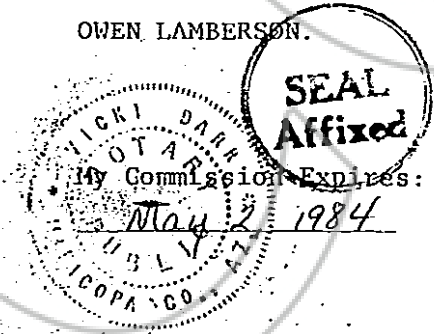


STATE OF ARIZONA)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 26 day of March, 1980, by DONALD OWEN LAMBERSON.

Licki Dan
Notary Public

My Commission Expires:
May 2, 1984



RECORDED AT REQUEST OF
Minkler & Kirschbaum
BOOK 95 PAGE 61

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OFFICIAL RECORDS
KUREKA COUNTY, NEVADA
WILLIS A. DEWITT, CLERK
File No. **80470**
Fee \$ 19.00

JUN 5 1961

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