

DOC # 0214244

11/23/2009

02:24 PM

Official Record

Recording requested By
BELINDA FAYE MORRISONEureka County - NV
Mike Rebaleati - Recorder

Fee: \$24.00

Page 1 of 11

RPTT:

Recorded By: FES

Book- 496 Page- 0046



0214244

QUIT CLAIM DEED

APN: 07-200-13

RECORDING REQUESTED BY AND MAIL TAX STATEMENT TO

Name: D. Lloyd MorrisonAddress: P.O. Box 52City/State/Zip: EUREKA, NV 89316

THIS INDENTURE WITNESS That the GRANTOR(S): Belinda Faye Morrison for and in consideration of _____ Dollars (\$ 0.00) do hereby QUIT CLAIM the right, title and interest, if any, which GRANTOR(S) may have in all that real property, the receipt of which is hereby acknowledged, to the GRANTEE(S): D. Lloyd Morrison whose address is (if applicable): P.O. Box 52, Eureka, NV. 89316, situate in the City of EUREKA, County of Eureka, State of NEV. All that certain property in the County of Eureka, State of Nevada bounded and described as follows:
(Set forth legal description)

T21N, R53E, Section 8 W 1/2.

Together with all and singular hereditament and appurtenances thereunto belonging or in any way appertaining to. In Witness Whereof, I/We have hereunto set my hand/our hands on 11/23/2009

Belinda Faye Morrison
Signature of Grantor

Signature of Grantor

STATE OF NEVADA)

COUNTY OF EUREKA)

? This instrument was acknowledged before me on (date) November 23, 2009By (person(s) appearing before notary public): Belinda Faye Morrison

Gladys Goicoechea
Notary Public

My Commission expires: 7-10-2010

GLADY GOICOECHEA
Notary Public - State of Nevada
Appointment Recorded in Eureka County
No: 94-0329-8, Expires July 10, 2010

COPY

FILED

2009 OCT -9 P 6:17

CLERK OF THE COURT

1 DECD
2 HANRATTY ROBERTS LAW GROUP
3 Jason P. Stoffel, Esq.
4 State Bar of Nevada No. 8898
5 500 South Rancho Drive, Suite 3
6 Las Vegas, Nevada 89106
7 PH: (702) 821-1379
8 FAX: (702) 870-1846
9 EMAIL: attorneys@hrfamilylaw.com
10 Attorney for Plaintiff, Belinda F. Morrison

11 DISTRICT COURT
12 CLARK COUNTY, NEVADA

13 BELINDA F. MORRISON,
14 Plaintiff,
15
16 v.
17 DONALD L. MORRISON
18 Defendant.

Case No: D-09-407640-D
Dept No: I

DECREE OF DIVORCE

19 This cause coming on for Summary Disposition before the above entitled Court with
20 Plaintiff, Belinda F. Morrison, by and through her attorney of record Jason P. Stoffel, Esq. of
21 Hanratty Roberts Law Group and Defendant Donald L. Morrison, by and through his attorney of
22 record Maricar Magana, Esq. of Benson Lee and Associates. After reviewing the pleadings and
23 papers on file, the Court finds as follows:

- 24 1. The Court finds pursuant to NRS 125.181, the Plaintiff and Defendant have resided
25 in the State of Nevada for a period in excess of six (6) weeks prior to filing this action therefore
26 the Court has complete jurisdiction as to the subject matter and personal jurisdiction.
- 27 2. Plaintiff is a resident of Clark County, Nevada in excess of six (6) weeks prior to
28 filing the Complaint for Divorce.
3. The bonds of matrimony hereto existing between Plaintiff and Defendant are
dissolved and Plaintiff is granted an absolute Decree of Divorce and each of the Parties be
restored to the status of a single, unmarried person.

1 4. Plaintiff and Defendant were duly and legally married on the 6th day of August
2 1976 in Eureka, Nevada and ever since said date have been and now are husband and wife.

3 5. There are two (2) adult children born the issue of this marriage but currently no
4 minor children born the issue of this marriage or adopted by the Parties.

5 6. There is community property to be adjudicated by this Court as follows:

6 Plaintiff is to be awarded as her sole and separate property:

- 7 a. Any and all personal property now in her possession;
- 8 b. The land (approximately 153 Acres) purchased from Willie and
9 Luhree Riggs on or about November 5, 2005 located off
10 Highway 278 in Eureka, Nevada (APN 007-200-65). This property
11 is located approximately 11 miles northwest of Eureka in
12 southeastern Eureka County. Further, Plaintiff shall be awarded
13 clear title to this property as well as all water rights (including stock
14 water rights), fencing, wells, and irrigation equipment on this
15 property. The value of this property is approximately \$229,500 as
16 the market value is \$1,500/acre. There shall be no tax consequence
17 associated with the spouse-to-spouse transfer of this asset that is
18 currently in both Parties' names without any encumbrances. On or
19 before March or April 2010, Defendant will sign any and all
20 documents necessary to effectuate transfer from Plaintiff and
21 Defendant jointly to Plaintiff only. Defendant shall immediately
22 furnish any and all legal and tax documents associated with this
23 property for federal tax purposes/tax deductions to limit her capital
24 gains liability. Further, Plaintiff and Defendant shall be responsible
25 for any and all title transfer fees so that Defendant's name is
26 removed from this property;
- 27 c. Plaintiff will receive \$27,000 from Defendant which the Parties
28 agree is Plaintiff's equitable share from the market value of the
farm equipment. The property settlement shall be paid in
increments of \$2,000 per month until paid in full commencing on or
before the 1st of the month subsequent to the entry of this Decree of
Divorce. Once paid in full, said monthly payments of \$2,000 will
cease;
- d. Plaintiff will receive \$18,000 from Defendant as her equitable share
from the market value of the marital residence located on the
farmland located at 545 11th Street, Eureka, Nevada. This will be
paid in the form of \$1,000 per month towards a health insurance
policy that Defendant will continue to maintain for Plaintiff so that
Defendant can claim this expense on his taxes as a medical
expense. Defendant will get credit for paying the \$1,000 per month
towards the \$18,000 share beginning the 1st of the month
subsequent to the entry of this Decree of Divorce.



1 If Plaintiff receives health insurance through an employer or
2 decides to no longer have medical coverage under the current
3 policy that Defendant provides, Defendant will then pay the
4 remaining amount due by paying the \$1,000 a month directly to
5 Plaintiff as a property settlement as for property equalization.
6 However, in no event will Defendant be obligated to pay for more
7 than eighteen (18) months from the 1st of the month subsequent to
8 the entry of this Decree of Divorce;

9 e. The vehicle that the Plaintiff currently has in her possession is her
10 own financial responsibility. The Plaintiff will sign any and all
11 documents upon presentation of the 1999 PT Cruiser that the
12 Defendant has in his possession so that the Defendant has clear
13 title;

14 f. Plaintiff's Fidelity IRA and any and all GMO shares which were
15 purchased from Plaintiff's Fidelity IRA;

16 g. Edward Jones account of the TJX shares that are currently in both
17 Parties names' but will be transferred solely in Plaintiff's name
18 only upon execution of this document. Further this spouse-to-
19 spouse transfer of this asset shall be a tax-free event until this asset
20 is sold with the "stepped up" asset basis for tax purposes;

21 h. Any and all personal effects, jewelry and clothing. Moreover,
22 Plaintiff shall be given an opportunity within ninety (90) days from
23 the entry of the Decree of Divorce to claim any and all of her
24 personal possessions that may still be at the Eureka, Nevada
25 residence (marital residence) where Defendant resides;

26 i. The Parties have a Diamond Resort timeshare located in Hawaii.
27 For other consideration as indicated herein, Defendant shall pay all
28 expenses associated with this asset until April 2010, whereas at that
time, Plaintiff will then pay 50% of the payments, which includes
the loan on the property and the yearly maintenance fees. Plaintiff
will have an arrearage due and owing to Defendant;

29 j. Given the fact that the payments on this timeshare are \$400 per
30 month and Defendant is currently paying without contribution from
31 Plaintiff, Plaintiff will pay Defendant a lump sum in the amount of
32 \$1,600 (8 payments of \$200) so that all arrearages are satisfied.
33 The Defendant will also inform the Plaintiff of the amount of the
34 2010 maintenance fees so that the Plaintiff can pay the Defendant
35 so that all arrearages of fees are also satisfied. The Parties agree to
36 their individual responsibility of the debt owed on the property and
37 both Parties agree to fulfilling their individual responsibility until
38 the debt is paid. The Plaintiff will have her payment obligation of
\$200 automatically deposited in the Defendant's banking account
of his choice. The Defendant will inform the Plaintiff immediately
upon receiving the annual maintenance fee bill in order for her to
fulfill her obligation of paying 50% of the bill. The Plaintiff will
then have no more than thirty (30) days to automatically deposit
said amount into the Defendant's account;

- 1 k. The Parties will continue to jointly own this asset as the Parties will
2 use this timeshare every other year whereas Defendant will begin to
3 use this timeshare in 2010 and every even year thereafter and
4 Plaintiff will use this in 2011 and every odd year thereafter. The
5 Parties agree that each year 10,000 points are to be put on the
6 account and to be awarded to the Party who is entitled to use the
7 points for that year. If during the Parties turn for use does not use
8 all of the points, they may move the points not used by June 30 and
9 may use those points the next year, but cannot interfere with the
10 other Parties' use of the property or points. Both Parties agree to
11 work with each other on this joint ownership; and
12 1. The timeshare shall only be owned by Plaintiff and Defendant until
13 the loan is paid. When the property is paid in full, either Party may
14 decide they no longer wish to remain a joint ownership. It will be
15 at that time the other Party will be given the opportunity to buy the
16 other Party out based on the market conditions and value of this
17 property at that time. As long as either of the Parties owns the
18 timeshare, the only beneficiaries that may receive this timeshare
19 will be Kristina Morrison, Rebecca Morrison, or their own heirs or
20 assigns.

21 7. Defendant is to be awarded as his sole and separate property:

- 22 a. The residence (home and trailers or other housing on the property)
23 and farm land located in Eureka, Nevada ("Diamond Valley
24 Properties"), subject to any encumbrances thereon. This farm is
25 located at 545 11th Street, Eureka, Nevada. (APN 007-200-13; 320
26 Acres of North ½ Township 21 North, Range 53 East, Section 8
27 West 1/2). The Parties further agree that 106 acres of this 320 acre
28 farm was given to Defendant prior to the marriage in the form of
inheritance and therefore exempt from community property
considerations. Plaintiff will sign any and all documents necessary
to effectuate transfer of this property from Plaintiff and Defendant
to Defendant whereas the expense will be shared by the Parties;
b. Any and all farming equipment (machinery, irrigation equipment
and systems, wells), and property associated with the farmland and
residence located in Eureka, Nevada, including trailers and semi-
truck, subject to any encumbrances thereon that is not on the
farmland awarded to Plaintiff or the property equalization payment
contained herein;
c. All water rights (including stock water rights) on the property
awarded to Defendant;
d. All hay in inventory and monies from hay sales on the property
awarded to Defendant including the 2009 Hay crops;
e. All hay barns on the property awarded to Defendant;
f. The 1999 PT Cruiser;
g. 1992 Kawasaki motorcycle;



- h. Barrick Gold Corp ("ABX") and GMO stock in its entirety at Edward D. Jones. These assets are in both Parties names' but upon execution of this document, these accounts shall be awarded to Defendant as his sole and separate property. Further this spouse-to-spouse transfer of this asset shall be a tax-free event until this asset is sold with the "stepped up" asset basis for tax purposes;
- i. Any and all personal effects, jewelry and clothing in his possession, with the exception of the agreed up personal items that Plaintiff shall be allowed to remove no later than ninety (90) days from the entry of the Parties' Decree of Divorce.
- j. The Parties have a Diamond Resort timeshare located in Hawaii. For other consideration as indicated herein, Defendant shall pay all expenses associated with this asset until April 2010, whereas at that time, Plaintiff will then pay 50% of the payments, which includes the loan on the property and the yearly maintenance fees. Plaintiff will have an arrearage due and owing to Defendant;
- k. Given the fact that the payments on this timeshare are \$400 per month and Defendant is currently paying without contribution from Plaintiff, Plaintiff will pay Defendant a lump sum in the amount of \$1,600 (8 payments of \$200) so that all arrearages are satisfied. The Defendant will also inform the Plaintiff of the amount of the 2010 maintenance fees so that the Plaintiff can pay the Defendant so that all arrearages of fees are also satisfied. The Parties agree to their individual responsibility of the debt owed on the property and both Parties agree to fulfill their individual responsibility until the debt is paid. The Plaintiff will have her payment obligation of \$200 automatically deposited in the Defendant's banking account of his choice. The Defendant will inform the Plaintiff immediately upon receiving the annual maintenance fee bill in order for her to fulfill her obligation of paying 50% of the bill. The Plaintiff will then have no more than thirty (30) days to automatically deposit said amount into the Defendant's account;
- l. The Parties will continue to jointly own this asset as the Parties will use this timeshare every other year whereas Defendant will begin to use this timeshare in 2010 and every even year thereafter and Plaintiff will use this in 2011 and every odd year thereafter. The Parties agree that each year 10,000 points are to be put on the account and to be awarded to the Party who is entitled to use the points for that year. If during the Parties turn for use does not use all of the points, they may move the points not used by June 30 and may use those points the next year, but cannot interfere with the other Parties' use of the property or points. Both Parties agree to work with each other on this joint ownership; and
- m. The timeshare shall only be owned by Plaintiff and Defendant until the loan is paid. When the property is paid in full, either Party may decide they no longer wish to remain a joint ownership. It will be at that time the other Party will be given the opportunity to buy the other Party out based on the market conditions and value of this

property at that time. As long as either of the Parties owns the timeshare, the only beneficiaries that may receive this timeshare will be Kristina Morrison, Rebecca Morrison, or their own heirs or assigns.

8. Neither Party shall charge or cause or permit to be charged, to or against the other, any purchase which either of them may hereafter make, and shall not hereafter create any engagement or obligations in the name of or against the other, and shall never hereafter secure or attempt to secure any credit upon or in connection with the other.

9. As there are substantial assets to be distributed in this divorce litigation, the parties further acknowledge and agree that there shall be no spousal support paid to either Party in this matter. As such, any and all spousal support request from either Party shall be forever waived.

10. The Parties shall be ordered to execute a Bill of Sale and Title to the vehicles being conveyed to each respective Party herein, thereby transferring said vehicles accordingly. In the event either Party should fail to do so, the State of Nevada Department of Motor Vehicles shall be ordered to transfer said titles to said vehicles.

11. There are community debts to be adjudicated by this Court as follows:

Plaintiff is to be ordered to be responsible for the following:

- a. There are no debts, personal, business, community or otherwise, that Plaintiff is going to assume as all debt in this matter shall be awarded to Defendant for other consideration as indicated herein with the exception of the following paragraphs contained herein;
- b. Beginning on April 1, 2010, one-half of all debt, maintenance, and fees owing on the Diamond Resort timeshare;
- c. Plaintiff will assume Kristina Morrison's school loan in the approximate amount of \$6,500 (\$117/month) but Defendant will deposit one-half of this payment each month into Plaintiff's bank account;
- d. Any and all credit card debt that Plaintiff has in her name; and
- e. Any and all debt that she has in her name after the filing of the Complaint for Divorce.



12. Defendant is to be ordered to be responsible for the following:

- a. Any and all debts and obligations related to the Eureka, Nevada residence and farmland;
- b. All of the debt, maintenance and fees associated with the Diamond Resort timeshare until the last day of March 2010. Beginning on April 1, 2010, Defendant shall be responsible for one-half of all debt, maintenance, and fees owing on the Diamond Resort timeshare;
- c. Any and all debts and obligations related to the farm equipment, trailers and semi-truck located in Eureka, Nevada;
- d. Plaintiff will receive \$27,000 from Defendant which the Parties agree is Plaintiff's equitable share from the market value of the farm equipment. The property settlement shall be paid in increments of \$2,000 per month until paid in full commencing on or before the 1st of the month subsequent to the entry of this Decree of Divorce. Once paid in full, said monthly payments of \$2,000 will cease;
- e. Plaintiff will receive \$18,000 from Defendant as her equitable share from the market value of the marital residence located on the farmland located at 545 11th Street, Eureka, Nevada. This will be paid in the form of \$1,000 per month towards a health insurance policy that Defendant will continue to maintain for Plaintiff so that Defendant can claim this expense on his taxes as a medical expense. Defendant will get credit for paying the \$1,000 per month towards the \$18,000 share beginning the 1st of the month subsequent to the entry of this Decree of Divorce. If Plaintiff receives health insurance through an employer or decides to no longer have medical coverage under the current policy that Defendant provides, Defendant will then pay the remaining amount due by paying the \$1,000 a month directly to Plaintiff as a property settlement as for property equalization. However, in no event will Defendant be obligated to pay for more than eighteen (18) months from the 1st of the month subsequent to the entry of this Decree of Divorce;
- f. Any and all debt associated with the Parties' 2008 federal income taxes without contribution from Plaintiff;
- g. Any and all debt associated with the Parties 2009 federal taxes without contribution from Plaintiff;
- h. Plaintiff will assume Kristina Morrison's school loan in the approximate amount of \$6,500 (\$117/month) but Defendant will deposit one-half of this payment each month into Plaintiff's bank account;
- i. Any and all credit card debt that Defendant has in his name; and
- j. Any and all debt that he has in his name, unless identified herein.



1 13. Neither Party shall charge or cause or permit to be charged, to or against the other,
2 any purchase which either of them may hereafter make, and shall not hereafter create any
3 engagement or obligations in the name of or against the other, and shall never hereafter secure or
4 attempt to secure any credit upon or in connection with the other. In the event either Party
5 utilizes the name of the other, said Party shall be responsible for any and all debt incurred and any
6 and all legal fees and costs associated with litigating to resolve the unauthorized use of a Party's
7 name hereto.

8 14. Plaintiff desires to retain her married name and continue to be known as *Belinda*
9 *Morrison*.

10 15. Defendant shall pay any remaining attorney's fees that is due to Plaintiff's counsel
11 (Hanratty Roberts Law Group) in addition to that which is consistent with the prior order of the
12 Court, which was a *Sargeant* attorney's fees award from Defendant to Plaintiff's counsel in the
13 amount of \$2,500 from the hearing on May 19, 2009.

14 16. During the course of said marriage, the tastes, mental disposition, views, likes and
15 dislikes of Plaintiff and Defendant have become so widely divergent that the Parties have become
16 incompatible in marriage to such an extent that it is impossible for them to live together as
17 husband and wife, and the incompatibility between Plaintiff and Defendant is so great that there is
18 no possibility of reconciliation between them.

19 17. In the event other assets or debts of the Parties are found after the entry of the
20 Decree of Divorce, the Parties have the right to petition the Court for distribution of same. In
21 addition, neither Party shall take a position inconsistent with the terms of the Decree of Divorce
22 and shall respect the rights and privacy of the other Party. The Party failing to follow the Decree
23 of Divorce, shall be responsible for any and all reasonable attorney fees associated with enforcing
24 the terms of the Decree of Divorce. The Court shall maintain jurisdiction over the obligations and
25 terms of the Decree of Divorce pursuant to the holding in *Siragusa v. Siragusa*, 108 Nev. 987,
26 843 P.2d 807 (1992), which allows an award of fees and costs to enforce the terms of a Decree of
27 Divorce.
28

1 18. The Parties acknowledge the distribution of assets and debts contained herein is a
2 fair and equal distribution and the property listed herein shall be confirmed as their respective
3 sole and separate property.

4 19. Counsel has referred the Parties to speak with their accountant/financial advisors
5 to resolve any tax issues which may arise from any and all transactions identified herein.

6 20. Each Party acknowledges they have agreed to Summary Disposition of this matter.
7 As such, no hearing is required to finalize the terms as agreed upon by the Parties and outlined
8 herein.

9 21. The Parties waive their right to findings of facts, conclusions of law, and a Trial in
10 this matter.

11 22. Upon entry of the Decree of Divorce, any and all loans associated with the Farm or
12 equipment in Eureka, Nevada with Nevada State Bank must be refinanced into Defendant's name
13 only so that Plaintiff's name on this loan is effectively removed. This shall also be done at
14 Defendant's expense as he is being awarded the property indicated herein and the debt associated
15 with this property. Further, any and all title transfer fees so that the appropriate Party is legally
16 awarded their land that they are entitled to receive will be paid by Defendant without offset or
17 contribution from Plaintiff. Additionally, any fees to remove the other Parties name for any
18 reason consistent with the terms and conditions of this Decree shall also be paid by Defendant
19 without offset or contribution from Plaintiff.

20
21 ///

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27 ///

23. Each Party acknowledges they have read the Decree of Divorce and fully understands the contents of same. Each Party has had the opportunity to seek independent advice in this matter and by signing below the Parties acknowledge and understand the necessity for independent advice and that no promises were made in conjunction with the disposition of the Decree of Divorce, no coercion occurred and there was no undue influence to settle this matter.

IT IS SO ORDERED this 7 day of October, 2009.

J. Charles Thompson
District Court Judge

HANRATTY ROBERTS LAW GROUP

for **CHERYL B. MOSS**

By: [Signature] 9/30/09
Jason P. Stoffel, Esq. *Date*
State Bar of Nevada No. 8898
500 S. Rancho Drive, Suite 3
Las Vegas, Nevada 89106
Phone: (702) 821-1379
Fax: (702) 870-1846
Email: attorneys@hrfamilylaw.com
Attorney for Plaintiff

Approved as to form and content:

BENSON LEE AND ASSOCIATES

By: Maricar Magaña 9/30/09
Maricar Magana, Esq. *Date*
Nevada Bar No. 10668
912 E. Sahara Avenue
Las Vegas, Nevada 89104
Phone: (702) 477-7030
Fax: (702) 477-0096
Attorney for Defendant



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STATE OF NEVADA
DECLARATION OF VALUE

DOC # DV-214244

11/23/2009

02:24 PM

Official Record

Recording requested By
BELINDA FAYE MORRISON

FOR RECOR

Document/In

Book: —

Date of Recd: —

Notes: —

Eureka County - NV

Mike Rebaleati - Recorder

Page 1 of 1 Fee: \$24.00

Recorded By: FES RPTT:

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1. Assessor Parcel Number (s)

a) 7-200-65
b) _____
c) _____
d) _____

2. Type of Property:

a) ☐ Vacant Land b) ☐ Single Fam Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☐ Comm'/Ind'l
g) ☒ Agricultural h) ☐ Mobile Home
i) ☐ Other

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property)

Transfer Tax Value:

Real Property Transfer Tax Due:

\$ _____
\$ _____
\$ _____
\$ _____

4. If Exemption Claimed:

a. Transfer Tax Exemption, per NRS 375.090, Section: 5

b. Explain Reason for Exemption:

Divorce Decree

TRANSFER OF PROPERTY PER

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature D. Lloyd Morrison Capacity Grantor
Signature Belinda Faye Morrison Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: D. Lloyd Morrison
Address: PO Box 52
City: EUREKA
State: Nevada Zip: 89316

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Belinda Faye Morrison
Address: 2351 So. Fr. Apache Rd #2104
City: Las Vegas
State: NV Zip: 89117

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: _____ Escrow # _____
Address: _____
City: _____ State: _____ Zip: _____