

1 CHILD CUSTODY AND
2 PROPERTY SETTLEMENT AGREEMENT
3

4 THIS AGREEMENT, made this 10th day of January, 1983, by and
5 between VAN DEAN MIERAU, hereinafter referred to as the Husband,
6 and LOUZETTA MAE MIERAU, hereinafter referred to as the Wife:

7 WITNESSETH:

8 WHEREAS, certain disputes and differences have arisen
9 between Husband and Wife, by reason whereof they are presently
10 living separate and apart from each other; and,

11 WHEREAS, there is one minor child, the issue of this
12 marriage, namely, DEANA MARIE MIERAU, born April 23, 1970, whose
13 welfare, health, education and maintenance are the primary
14 concern; and

15 WHEREAS, there is personal and real property of said Husband
16 and Wife, the neglect of which or failure to make appropriate
17 disposition thereof could work a hardship upon the parties hereto
18 and the minor children; and,

19 WHEREAS, the Husband and Wife are mutually desirous of
20 making a full, complete permanent and final settlement of all the
21 respective rights in and through said properties, and properties
22 which may hereinafter be acquired by either of them, and as part
23 of this settlement each of the parties desires to relinquish any
24 and all claims, past, present and future against the properties
25 or estate of the other, and to finally settle and adjust for all
26 times, any and all rights, claims, and demands which either of
27 them may or should have against the other arising out of the
28 marital relation, except with respect to those properties they

29 are specifically agreeing or may agree otherwise in writing; and
30 WHEREAS, each party hereto is fully advised and informed by
31 his or her respective counsel of the respected rights and
32 liabilities against and to the other, and to and in the property

V DEAN MIERAU
4412 MARIT DR.
LAS VEGAS, NV
89108

1 and estate of the other; and that each party has been advised
2 that counsel should be consulted with regarding this agreement
3 and that opportunity has been afforded to consult with counsel
4 although this opportunity may or may not have been taken;

5 NOW, THEREFORE, it is agreed that in consideration of the
6 mutual promises, agreements and covenants contained herein, it is
7 covenanted, agreed and promised by each party hereto as follows:

8 I

9 PROCEED WITH DIVORCE: The Husband, having filed a petition
10 for divorce in a Court of competent jurisdiction, shall prosecute
11 his petition expeditiously.

12 II

13 MUTUAL RELEASE OF OBLIGATIONS AND LIABILITIES: That, except
14 as hereinafter specified, each party hereto is hereby released
15 and absolved from any and all obligations and liabilities for the
16 future acts and duties of the other, and that each of the parties
17 releases the other from all liabilities, debts, or obligations of
18 any kind or character incurred by the other from and after this
19 date, and from all claims and demands, including all of the
20 claims of either party upon the other for support and maintenance
21 as wife or husband, or otherwise, it being understood that this
22 instrument is intended to settle the rights of the parties hereto
23 in all respects, except as hereinafter provided.

24 III

25 PROPERTY ACQUIRED IN FUTURE TO BE SEPARATE PROPERTY: That
26 all property acquired by either of the parties from the date
27 hereof, shall be the sole and separate property of the one so
28 acquiring it, and each of the parties respectively grants to the
29 other all such future acquisitions of property as the sole and
30 separate property of the one acquiring it.

1 IV

2 RIGHT TO DISPOSE OF PROPERTY BY WILL: That each of the
3 parties shall have an immediate right to dispose of, or bequeath
4 by Will, his or her respective interests in all property
5 belonging to him or her from and after the date hereof, and that
6 such right shall extend to all of the aforesaid future
7 acquisitions of property as well as to all property set over to
8 either of the parties hereto under this agreement.

9 V

10 RELEASE OF RETIREMENT RIGHTS: Each party agrees to release
11 and waive any right that either may have or might acquire in any
12 retirement plan or benefit of the other; and each party hereby
13 acknowledges that the other has an existing retirement plan.

14 VI

15 INHERITANCE RELEASES, ETC.: That the parties waive all
16 rights to the estate of the other left at his or her death and
17 quitclaim all rights to be administrator or executor or
18 executrix, of the estate of the other, and release and waive all
19 right to inherit under any will of the other; and each party
20 shall have all the rights of single persons and maintain the same
21 relation of such toward each other.

22 VII

23 COMMUNITY PROPERTY: Wife does and shall accept the
24 provisions herein made for her in satisfaction of any right or
25 claims she may have to community property of the parties, and in
26 full satisfaction of her right to support and maintenance and any
27 and all other rights which exist or may hereafter arise out of
28 the marital relation of these parties. The parties covenant and
29 agree that they have made a full and fair disclosure each to the
30 other of all of the property of this relationship, and that this
31 agreement is made in consideration of such disclosure.

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VIII

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2 CHILD CUSTODY: (a) Both Wife and Husband shall have the
3 care, control and custody of the minor child. The parties agree
4 that joint custody is in the best interest of the minor child.
5 The parties also agree that Wife shall have physical custody and
6 Husband shall have rights of reasonable visitation. Husband
7 agrees to pay child support in the amount of \$150.00 per/month
8 per/child on the first day of each month beginning on February 1,
9 1983. Visitation shall be liberal and reasonable. The Husband
10 agrees to keep in effect health insurance for the benefit of the
11 minor child until the age of majority or until the child is
12 emancipated. This entire agreement pertaining to the support and
13 maintenance of the minor child shall be effective until the
14 children reach the age of majority or until they become otherwise
15 emancipated.

16 (b) Reasonable visitation shall include the following
17 visitation: One month during the summer vacation, every other
18 weekend, either Christmas Evening or Christmas Day, and either
19 Thanksgiving or Easter. Husband shall give 24 hour notice before
20 weekend visits and a two week notice before other scheduled
21 visits.

22 IX

23 DIVISION OF PERSONAL PROPERTY: The property of the
24 parties shall be divided as follows:

- 25 1. The property in the possession of each party is theirs.
26 2. The following debts shall be divided as follows:

27 (a) Husband agrees to pay: the hospital bill at Carson
28 Tahoe Hospital which is about \$520.00; the Penney's bill which is
29 about \$60.00; a doctor bill with Dr. Coombs which is about
30 \$1500.00; and the lien on the 1979 Firebird.

1 (b) Husband shall receive the following property: the
2 1970 Plymouth Satellite automobile, his tools and personal
3 possessions which are already in his possession.

4 (c) Wife shall receive as her sole and separate property
5 the other household furniture and belongings; the 1979 Pontiac
6 Firebird; and the 1965 International Pickup.

7 (d) Husband agrees to pay \$50.00 per/month for the
8 electric bill, pay the taxes on the house that the Wife owns and
9 is living in at their present address at 2642 Stewart, Minden,
10 Nv. 89423, pay the homeowners insurance, and pay the automobile
11 insurance for Wife. If Wife obtains a roommate or husband or
12 upon the emancipation of the minor child or upon the minor child
13 reaching the age of eighteen, then Husband is released from the
14 obligations in this paragraph.

15 3. Husband shall pay the expenses of the divorce.

16 X

17 REAL PROPERTY: Husband agrees to sign a quit claim deed to
18 Wife. When and if Wife sells the house located at 2642 Stewart,
19 Minden, Nv. 89423 and Husband is still living, then Husband and
20 Wife shall divide equally the proceeds after expenses from the
21 sale of the property. If Husband dies first, his estate shall
22 have no interest in the property. However, if Wife dies first,
23 then Husband shall have a one-half interest in the proceeds from
24 the sale of the property which must be sold upon Wife's death.
25 If Wife moves from the State of Nevada, or moves out of this
26 house, or the minor child is eighteen or emancipated and Wife is
27 remarried, then Wife agrees to put the house on the market to
28 sell it.

29 XI

30 TAX AGREEMENT: Wife and Husband agree that Husband shall
31 have the right to claim the minor child as an exemption unless it
32 would deny Wife the right to claim babysitting expenses and they
were in fact incurred.

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XII

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2 UNDISCLOSED ASSETS: Each of the parties warrants that they
3 do not own or control any community property or assets other than
4 that hereinabove specifically set forth, and neither has made
5 without the knowledge and consent of the other, any gift or
6 transfer of community property. If either of the parties is now
7 possessed of any community property not set forth above, or that
8 either has made without the consent of the other a gift or
9 transfer of community property other than is disclosed to the
10 other, each of the parties covenants and agrees to pay to the
11 other on demand an amount equal to one-half of the fair market
12 value of such community property, determined as of the date of
13 such gift or transfer, or as of the date of this agreement as to
14 such property so possessed by either of the parties hereto.

XIII

15
16 AGREEMENT MAY BE INCORPORATED INTO DECREE: This agreement
17 shall be taken as the full and final property settlement
18 agreement, and it is agreed that a copy of the agreement shall be
19 offered in evidence in any divorce proceeding between the parties
20 or in any suit between the parties, and that the same may be made
21 a part of any divorce decree issued by any court of competent
22 jurisdiction.

XIV

23
24 GOOD FAITH AND EXECUTION OF DOCUMENTS: Each of the parties
25 agrees that he or she will deliver to the other any and all
26 documents or conveyances necessary to effectuate the terms of
27 this agreement; and to act in good faith in carrying out these
28 terms.

29 IN WITNESS WHEREOF, the parties hereunto set their hands and
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1 seals the day and year first above written.

2 *Van Dean Mierau*
3 VAN DEAN MIERAU

4 *Louzetta Mae Mierau*
5 LOUZETTA MAE MIERAU

6 STATE OF NEVADA)
7 :
8 CARSON CITY)

9 LOUZETTA MAE MIERAU, being first duly sworn deposes and
10 says:

11 That she has read the foregoing CHILD CUSTODY AND PROPERTY
12 SETTLEMENT AGREEMENT, and that it is an accurate representation
13 of the terms which she and her husband agreed to in settling
14 their property rights and child support obligations.

15 *Louzetta Mae Mierau*
16 LOUZETTA MAE MIERAU

17 SUBSCRIBED AND SWORN TO
18 BEFORE ME THIS 11th
19 day of January
20 1983.

21 *Susan Y. Hardy*
22 NOTARY PUBLIC



23 STATE OF NEVADA)
24 :
25 CARSON CITY)

26 VAN DEAN MIERAU, being first duly sworn deposes and says:

27 That he has read the foregoing CHILD CUSTODY AND PROPERTY
28 SETTLEMENT AGREEMENT, and that it is an accurate representation
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1 of the terms which he and his wife agreed to in settling their
2 property rights and child support obligations.
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4
5 SUBSCRIBED AND SWORN TO
6 before me this 10th
7 day of January
8 1983.

Van Dean Mierau
VAN DEAN MIERAU



8 Gerald Madison
9 NOTARY PUBLIC

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REQUESTED BY
Dean Mierau
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'86 FEB 28 AM 1:43

SUZANNE BEAUDREAU
RECORDED

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BOOK 286 PAGE 2339

CERTIFIED COPY

The document to which this certificate is at-
tached is a full, true and correct copy of the
original on file and of record in my office.

DATE: Feb 21, 1986
TED P. THOMSON City Clerk and Clerk
of the First Judicial District Court of the State
of Nevada, in and for Carson City
BY: B. Rorer Deputy

SEAL