

RECORDING REQUESTED BY  
WHEN RECORDED MAIL TO

NAME ✓ BROOKE · SHAW · ZUMPF

MAILING ADDRESS POST OFFICE BOX 2860

CITY, STATE, MINDEN, NEVADA

ZIP CODE 89423

REQUESTED BY

*Brooke Shaw Zumpf*

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2003 SEP 26 AM 11:59

WERNER CHRISTEN  
RECORDER

\$ <sup>00</sup>25 PAID *KJ* DEPUTY

SPACE ABOVE THIS LINE  
RESERVED FOR RECORDER'S  
USE

TITLE(S)

AFFIDAVIT OF TERMINATION OF LIFE ESTATE

0591388

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**AFFIDAVIT OF TERMINATION OF LIFE ESTATE**

STATE OF NEVADA        )  
  ) ss  
COUNTY OF DOUGLAS    )

1.       Bently Family Limited Partnership entered into an agreement to grant a Life Estate to Andrew Goulart on that property located in Douglas County described in Exhibit A attached hereto. The agreement provided that Mr. Goulart would live on the subject property, subject to certain terms and conditions, during his natural life.

2.       Mr. Goulart died on the 19<sup>th</sup> day of July, 2003. See a certified copy of the Death Certificate attached hereto as Exhibit B.

3.       Therefore the Life Estate is deemed terminated by the Grantor, and the term of the Agreement creating it.

DATED this 3 day of September, 2003.

*Donald E Bently*  
DONALD E. BENTLY, General Partner  
BENTLY FAMILY LIMITED PARTNERSHIP

SUBSCRIBED and SWORN to before me  
this 3<sup>rd</sup> day of September, 2003.

*Sharlee M Meeden*  
Notary Public



F:\Uti\GENERAL CLIENTS\BFLP\Goulart\Affidavit of Termination.doc

BROOKE · SHAW · ZUMPF  
POST OFFICE BOX 2860  
MINDEN, NEVADA 89423  
(775) 782-7171

0591388

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**EXHIBIT A**  
**LIFE ESTATE AGREEMENT**

THIS AGREEMENT is made this 31 day of March, 2000,  
by and between BFLP (hereinafter called "Grantor"); and ANDREW  
GOULART of Minden, Nevada, (hereinafter called "Grantee").

WITNESSETH:

For and in consideration of the mutual covenants and promises herein contained,  
and upon the terms and conditions herein set forth, Grantor and Grantee agree as follows:

1. GRANT OF LIFE ESTATE.

The definition of Grantee's "natural life" shall be until his death. In the event Andrew Goulart, Sr., permanently moves from the residence or should his treating physician determine Mr. Goulart may no longer live at the residence, the life estate shall end as if Mr. Goulart's death had occurred and the sixty (60) day period within which his heirs, guests and care givers must vacate the premises will start.

After death, or should Andrew Goulart, Sr. permanently move from the residence, or should Andrew Goulart, Sr.'s physician determine Andrew Goulart, Sr.'s medical condition is such that he shall not return home and up to a maximum of sixty (60) days after the event, the Estate of Mr. Goulart shall clean, repair and maintain the premises as a part of its right under this Agreement. It will be authorized to hold sales or auctions in order to dispose of personal property. However, Grantee and his heirs, executors and assigns acknowledge that all rights under this Agreement shall terminate, and all personal property to be removed shall be removed, no later than sixty (60) days after the date of death of Grantee (as defined above).

Grantor grants to Grantee for the period of Grantee's natural life the right to occupy, rent free, the real property described on Exhibit A attached hereto (the "Premises"). Except as otherwise provided herein, the term "Premises" shall include the real property and the buildings, improvements, equipment, and fixtures located thereon.

2. CONDITION OF PREMISES.

Grantor makes no warranties, express or implied, relating to the fixtures, improvements, buildings, and equipment, and Grantee accepts such property "as is" and "where is." Parties, or their duly authorized agents, shall inspect the premises within 14 days of the execution of this agreement and its condition, including any damage, noted. Grantee shall be responsible for any and all damage to the property occurring subsequent to the inspection, save and excepting normal wear and tear caused by Grantee or his guests. Grantor shall be responsible for normal maintenance and repairs, including maintenance of utilities and any damage caused by Grantor, its agents, employees or guests.

3. USE OF PREMISES.

Grantee shall use and occupy the Premises for a residence. Grantee shall comply with any and all governmental laws, ordinances, rules and orders applicable to Grantee's occupation or the use of the Premises.

4. UTILITIES, TAXES, ASSESSMENTS AND EXPENSES.

(a) Utilities.

Grantee shall pay all charges for utilities consumed by Grantee upon the Premises, but there shall be no charge for the delivery of potable water except for the electrical bill.

(b) Real Estate Taxes/Other Taxes.

(i) Grantor shall pay and discharge, prior to delinquency, all real estate (ad valorem) taxes and assessments (special or general), as shall be assessed during the term of this life estate.

(ii) Grantor shall not be required to pay any taxes or assessments of any nature imposed or assessed upon fixtures, equipment, merchandise, inventory, or other personal property installed on the Premises or brought thereon by Grantee, but such shall be the obligation of Grantee, and Grantee shall promptly pay or cause to be paid, prior to delinquency, all such taxes or assessments as the same become due.

(c) Expenses.

Grantor shall be responsible for the maintenance and repair of utilities and the normal maintenance and repair items of a Landlord.

5. PROPERTY INSURANCE.

(a) Grantee shall procure an insurance policy equivalent to standard "Tenant's Insurance", insuring the interests of Grantee and Grantor as their interests appear. Grantor shall carry a policy of insurance equivalent to that of a Homeowner or Landlord. In no event, however, shall Grantor be responsible for the insurable value of the contents or personal property of Grantee.

6. MAINTENANCE OF PREMISES.

(a) Grantee shall maintain the Premises in a manner consistent with Landlord-Tenant Law in Nevada. The home will be inspected within fourteen (14) days of the

date of this Agreement and its condition noted. Grantee shall thereafter be responsible for damages to the Property other than normal wear and tear.

Grantor shall be responsible for the normal maintenance and repair items of a Landlord in Nevada, after advice from Grantee.

(b) Grantee shall make no alteration, addition or improvement to the Premises without the prior consent of Landlord, which will not be unreasonably withheld.

(c) Grantee shall commit no act of waste.

(d) Grantor reserves the right to make alterations or improvements to the premises as it sees fit during the term of this Agreement, subject only to the obligation of reasonable notice to Grantee, and a good faith effort to avoid unnecessary disturbance to the Grantee during construction. All such alterations done pursuant to 6(d) shall be at Grantor's expense.

7. INSPECTION BY GRANTOR.

Upon reasonable notice to Grantee (except that no notice need be given in case of emergency), Grantor shall have the right, without obligation to do so, to enter upon the Premises from time to time, at any reasonable time during normal business hours of Grantee, in order to inspect the Premises and to perform any maintenance, repairs, additions and replacements which Grantor deems necessary or desirable, but this right to enter shall be exercised in such a manner as to not unreasonably interfere with Grantee's use and enjoyment of the Premises.

8. WATER.

Grantor shall provide potable water in compliance with all State and Federal Water Quality Standards..

9. INDEMNIFICATION AND LIABILITY INSURANCE.

Each Party shall enjoy the insurance benefits of the other to the extent such benefits are available. Beyond that, each party agrees to indemnify, defend and hold harmless the other from and against all claims, liabilities, demands, actions, costs and expenses of all persons whomsoever who may allege that they have received injuries or had property damaged on or about the Premises.

10. ABANDONMENT.

This life estate shall terminate immediately if Grantee abandons the premises. Grantee shall be deemed to have abandoned the premises if he moves all his possessions from the

premises before death or ceases to permanently live at the premises or it is certified by Mr. Goulart's treating physician that Mr. Goulart's medical condition is such that he may not return to the premises for the remainder of his life.

11. ASSIGNMENT; SUBLETTING.

Grantee covenants that no person other than Grantee shall remain in occupation of the premises, without the written consent of Grantor, save and excepting Grantor's son, Andrew Goulart Jr., or caregivers, or guests as Grantee may choose.

12. SURRENDER.

When this Life Estate shall terminate in accordance with the terms hereof, Grantee, or the legal representative of his estate, shall deliver up possession of the Premises to Grantor without notice from Grantor within sixty five (65) days. Grantee expressly waives the benefit of all laws now or hereafter in force requiring notice from Grantor with respect to termination. Grantee shall deliver up possession of the Premises (including the buildings and improvements thereon) vacant and in good condition. All personal property, fixtures, signs, alterations, additions and improvements not removed by Grantee as hereinabove required, shall be conclusively deemed abandoned and may be kept or removed by Grantor, and Grantee shall reimburse Grantor for the cost of such removal and repair and restoration of any injury or damage resulting from removal. Grantor may have any such personal property or fixtures stored at Grantee's risk and expense.

13. QUIET ENJOYMENT; LOSS OF USE; DESTRUCTION OF PREMISES; CONDEMNATION.

Grantor covenants that Grantor shall do nothing to affect Grantee's right to peaceable and quietly have, hold and enjoy the Premises for the term herein provided, subject to the provisions of this Agreement. In the event the home is damaged or destroyed and adequate insurance coverage is available, the home will be repaired or restored for the benefit of Grantee. However, Grantor has no responsibility to Grantee for damage caused by fire or flood or otherwise. At Grantee's option, Grantor shall apply any insurance proceeds received for fire flood or otherwise to restoration of the premises. Grantee shall have the option to remain on the premises in the event part of the premises is lost through condemnation. Grantee waives and all claims to any condemnation award. Grantor retains the right to subdivide, parcel, or otherwise reconfigure the premises subject to the provisions of this paragraph 13.

14. NOTICES.

Any notice which may be or is required to be given pursuant to the provisions of this agreement shall be delivered or sent by certified or registered mail, postage prepaid, return receipt requested, and addressed as follows:

To the Grantor:

William Jac Shaw, Esq.  
1590 Fourth St.  
Minden, Nevada 89423

To the Grantee:

Andrew Goulart  
2573 Highway 395  
Minden, Nevada 89423

or such other address as Grantee or Grantor, respectively, may designate by written notice in accordance with this paragraph. Notice shall be deemed to have been effective and duly given, if delivered personally, on delivery thereof, and if mailed, upon the fifth (5th) day after mailing thereof. Any notice to terminate Grantee's possession shall be given pursuant to statute.

15. BENEFIT.

This agreement shall be binding upon and inure to the benefit of the Grantor and the Grantee, and their respective heirs, executors, administrators and assigns.

16. RECORDING.

This agreement shall be executed in recordable form and, at Grantor's election, this agreement may be recorded with the County Recorder of the County of Douglas, State of Nevada, at Grantor's expense.

17. EXECUTION OF OTHER DOCUMENTS.

Grantor and Grantee agree to execute such additional documents, including escrow instructions, as may be reasonably necessary to carry out the provisions of this agreement. In addition, Grantor agrees to cooperate in the filing of any parcel maps regarding the property.

18. ATTORNEY'S FEES.

In the event either party hereto shall employ an attorney to enforce any of the conditions of this Agreement, at law or in equity, the prevailing party (as determined by the Court) shall be entitled to reimbursement from the other party of all costs and expenses incurred or paid in so doing, including, but not by way of limitation, all attorney's fees and costs incurred



or paid at any time or times in connection therewith, whether at the trial court level or at any and all appellate court levels.

19. AMENDMENTS, MODIFICATIONS, ETC.

No change, modification or termination of any of the terms, provisions, covenants, promises or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties hereto, their successors or assigns.

20. ENTIRE AGREEMENT.

This Agreement, including all exhibits referenced herein and attached hereto, constitutes the entire agreement between the parties hereto, pertaining to the subject matters hereof, and it supersedes all negotiations, preliminary agreements, and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matters hereof and rescinds any prior agreements between the parties hereto. Except as otherwise expressly provided herein, no covenant, representation, promise or condition not expressed in this Agreement, or in an amendment hereto made and executed in accordance with this Agreement, shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.

21. APPLICABILITY TO HEIRS, ASSIGNS AND SUCCESSORS.

The provisions of this Agreement shall apply to, bind and inure to the benefit of Grantor and Grantee, and their respective heirs, successors, legal representatives and assigns.

22. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

23. SEVERABILITY.

If any paragraph, subparagraph or other provision of this Agreement, or application of such paragraph, subparagraph or provision is held invalid, then the remainder of the Agreement, and the application of such paragraph, subparagraph or provisions to persons, parties or circumstances other than those with respect to which it is held invalid shall not be affected thereby.

24. AGREEMENT TO BE CONSTRUED IN ACCORDANCE WITH INTENT.

Grantor and Grantee agree that this Agreement shall be construed in accordance with its intent and without regard to any presumption or other rule requiring construction against the Grantor or the party causing the same to be drafted.



25. TIME OF ESSENCE.

It is expressly agreed between the parties hereto that time shall be of the essence of each and every provision contained herein.

IN WITNESS WHEREOF, the parties have hereto set their hands the day and year first above written.

"Grantor"

\_\_\_\_\_

"Grantee"

  
ANDREW GOULART

25. TIME OF ESSENCE.

It is expressly agreed between the parties hereto that time shall be of the essence of each and every provision contained herein.

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

"Grantor"

Donald E. Bentley

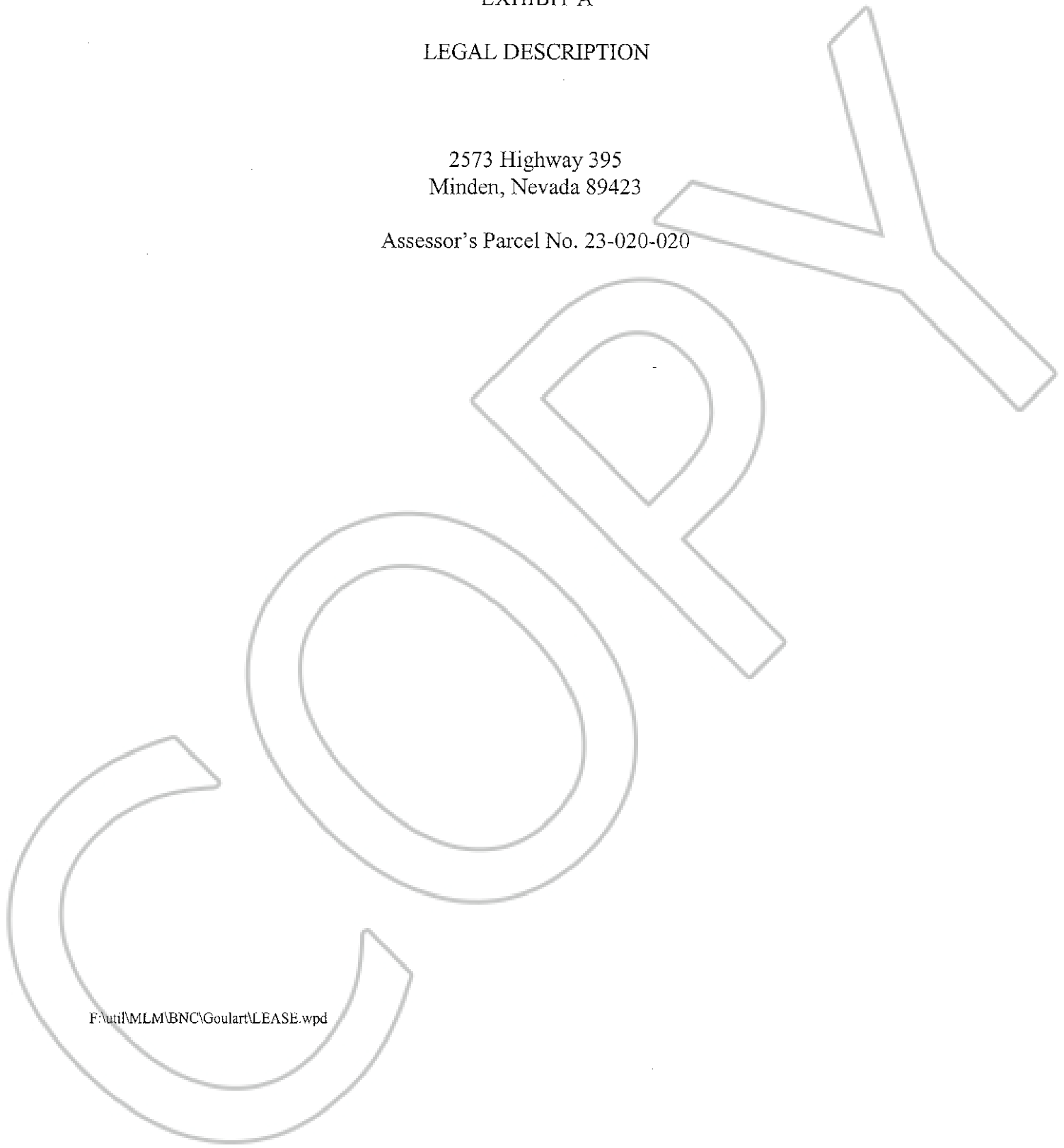
"Grantee"

ANDREW GOULART

EXHIBIT A  
LEGAL DESCRIPTION

2573 Highway 395  
Minden, Nevada 89423

Assessor's Parcel No. 23-020-020



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# STATE OF NEVADA

## DEPARTMENT OF HUMAN RESOURCES DIVISION OF HEALTH VITAL STATISTICS STATE OF NEVADA — DEPARTMENT OF HUMAN RESOURCES DIVISION OF HEALTH — SECTION OF VITAL STATISTICS CERTIFICATE OF DEATH

	LOCAL FILE NUMBER	STATE FILE NUMBER				
TYPE OR PRINT IN PERMANENT BLACK INK	DECEASED—NAME First Middle Last 1. <b>Andrew Jauquin GOULART</b>		DATE OF DEATH (Month, Day, Year) 2. <b>July 19, 2003</b>	COUNTY OF DEATH 3a. <b>Douglas</b>		
	CITY, TOWN OR LOCATION OF DEATH 3b. <b>Minden</b>		HOSPITAL OR OTHER INSTITUTION—Name (If not either, give street and number) 3c. <b>2573 Hwy. 395 North</b>	If Hosp. or Inst. indicate DOA, OP/Emer. Rm. Inpatient (Specify) 3e.	SEX 4. <b>Male</b>	
DECEDENT	RACE—(e.g., White, Black, American Indian, etc.) (Specify) 5. <b>White</b>	Was Decedent of Hispanic Origin? Specify <input type="checkbox"/> yes <input checked="" type="checkbox"/> no If yes, specify Mexican, Cuban, Puerto Rican, etc. 6.	AGE—Last Birthday (Years) 7a. <b>86</b>	UNDER 1 YEAR MOS : DAYS 7b. :	UNDER 1 DAY HOURS : MINS 7c. :	DATE OF BIRTH (Mo., Day, Yr.) 8. <b>September 4, 1916</b>
	STATE OF BIRTH (If not U.S.A., name country) 9a. <b>California</b>	CITIZEN OF WHAT COUNTRY 9b. <b>U.S.A.</b>	Decedent's Education. Specify highest grade completed. 10. <b>12</b>	MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) 11. <b>Widowed</b>	SURVIVING SPOUSE (If wife, give maiden name) 12.	
IF DEATH OCCURRED IN INSTITUTION SEE HANDBOOK REGARDING COMPLETION OF RESIDENCE ITEMS	SOCIAL SECURITY NUMBER 13. <b>2356</b>	USUAL OCCUPATION (Give Kind of Work Done During Most of Working Life, Even if Retired) 14a. <b>General Contractor</b>	KIND OF BUSINESS OR INDUSTRY 14b. <b>Residential Industry</b>			
	RESIDENCE—STATE 15a. <b>Nevada</b>	COUNTY 15b. <b>Douglas</b>	CITY, TOWN, OR LOCATION 15c. <b>Minden</b>	STREET AND NUMBER 15d. <b>2573 Hwy. 395 N</b>	INSIDE CITY LIMITS (Specify Yes or No) 15e. <b>Yes</b>	
PARENTS	FATHER—NAME First Middle Last 16. <b>Manuel Goulart</b>		MOTHER—MAIDEN NAME First Middle Last 17. <b>Amilia Silvera</b>			
	INFORMANT—NAME (Type or Print) 18a. <b>Andrew Jay Goulart</b>		MAILING ADDRESS (Street or R.F.D. No., City or Town, State, Zip) 18b. <b>2573 Hwy 395 N., Minden, Nevada 89423</b>			
DISPOSITION	BURIAL, CREMATION, REMOVAL, OTHER (Specify) 19a. <b>Burial/Removal</b>	CEMETERY OR CREMATORY—NAME 19b. <b>Friends Cemetery</b>		LOCATION City or Town State 19c. <b>Newberg, Oregon</b>		
	FUNERAL DIRECTOR—SIGNATURE (Or Person Acting as Such) 20a. <i>Jimmy Burns</i>	FUNERAL DIRECTOR LICENSE NUMBER 20b. <b>09</b>	NAME AND ADDRESS OF FACILITY 20c. <b>Walton's Chapel of the Valley 02 1281 N. Roop St., Carson City, Nevada 89706</b>			
CERTIFIER	21a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title) <i>A. Mauer</i>		22a. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) and manner stated. (Signature and Title) _____			
	DATE SIGNED (Mo., Day, Yr.) 21b. <b>7/21/03</b>	HOUR OF DEATH 21c. <b>1000</b>		DATE SIGNED (Mo., Day, Yr.) 22b.	HOUR OF DEATH 22c.	
	NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print) 21d.		PRONOUNCED DEAD (Mo., Day, Yr.) 22d. ON		PRONOUNCED DEAD (Hour) 22e. AT	
	NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, ATTENDING PHYSICIAN, MEDICAL EXAMINER, OR CORONER). (Type or Print.) 23a. <b>A. MAUER, MD 2345 E. PRATER #111 SPARKS, NV. 89434</b>		LICENSE NUMBER 23b. <b>2831</b>			
CONDITIONS IF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE STATING THE UNDERLYING CAUSE LAST	REGISTRAR 24a. (Signature) <i>Janet...</i>	DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) 24b. <b>July 22, 2003</b>	DEATH DUE TO COMMUNICABLE DISEASE 24c. YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			
	25. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).) PART I (a) <b>Sepsis</b>		Interval between onset and death : <b>1 Week</b>			
CAUSE OF DEATH	(b) DUE TO, OR AS A CONSEQUENCE OF:		Interval between onset and death			
	(c) DUE TO, OR AS A CONSEQUENCE OF:		Interval between onset and death			
PART II OTHER SIGNIFICANT CONDITIONS—Conditions contributing to death but not resulting in the underlying cause given in Part I. <b>Diabetes Type I; Coronary Artery Disease</b>		AUTOPSY (Specify Yes or No) 26. <b>No</b>	WAS CASE REFERRED TO CORONER (Specify Yes or No) 27. <b>No</b>			
ACC., SUICIDE, HOM., UNDET., OR PENDING INVEST. (Specify) 28a.	DATE OF INJURY (Mo., Day, Yr.) 28b.	HOUR OF INJURY 28c. <b>M</b>	DESCRIBE HOW INJURY OCCURRED 28d.			
INJURY AT WORK (Specify Yes or No) 28e.	PLACE OF INJURY—At home, farm, street, factory, office building, etc. (Specify) 28f.	LOCATION. 28g.	STREET OR R.F.D. No.	CITY OR TOWN	STATE	



STATE REGISTRAR

No.237204

*Sylvia*

This is to certify that the above is a true and correct copy of the certificate on file in this office.

Date Issued:

0591388 AUG 28 2003

State Registrar

WARNING: IT IS ILLEGAL TO ALTER OR COPY THIS DOCUMENT

BK0903PG14608