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APN# 1320-02-002-036

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FINDINGS OF FACT, CONCLUSION OF LAW  
CONFIRMATION OF DECREE AND DIVISION OF PROPERTY  
**(Title of Document)**

This page added to provide additional information required by NRS 111.312 Sections 1-2.  
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1 CASE NO. 02-DI-0129

2 DEPT. NO. II

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DARRIN

JUDICIAL DISTRICT CLERK

BY [Signature]

6 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
7 IN AND FOR THE COUNTY OF DOUGLAS

10 REXFORD DEAN BELSHAW, JR.,

11 Plaintiff,

12 vs.

FINDINGS OF FACT,  
CONCLUSIONS OF LAW,  
CONFIRMATION OF DECREE  
AND DIVISION OF PROPERTY

13 SHERYL M. BELSHAW,

14 Defendant,

16 This matter came on for trial on May 28, 2003 to decide the remaining issues of the division of  
17 the parties' real and personal property, the division of their community and separate obligations and  
18 spousal support. Plaintiff, Rexford Dean Belshaw, Jr. (Rexford) did not appear nor did he contact the  
19 Court. Defendant, Sheryl Belshaw was present with her attorney Nancy Rey Jackson. Sheryl advised the  
20 Court that Rexford was aware of the proceedings, the date thereof having been set at the last hearing at  
21 which Rexford and his then counsel were in attendance. Further, Sheryl's counsel read in the record  
22 correspondence from Rexford dated May 20, 2003 addressed to the Court wherein he indicated that he  
23 was aware of the application for order to show cause filed by Sheryl which was to be heard on the date  
24 of trial and would respond to it. Moreover, Sheryl testified that she and Rexford had discussed the trial  
25 date which happens to be their daughter's Stacy's birthday. The Court reviewed the prior proceedings,  
26 specifically addressing the orders entered following the two hearings held on December 12, 2002 and  
27 January 8, 2003, respectively. The Court confirmed the decree of divorce granted on December 12, 2002  
28 as well as the custody provisions made therein.

The Court then inquired of Sheryl whether Rexford had complied with the provisions of the

1 Order Following Status Conference entered on January 28, 2003. Pursuant to that order, Rexford was  
2 to perform various tasks to complete the repairs to the parties' residence, preparing it for sale; he was  
3 to clean up the property by removing numerous vehicles and tools therefrom; he was to maintain the  
4 mortgage current in lieu of spousal support. When at the residence, Rexford was to be sober. Sheryl  
5 responded that Rexford had taken none of the required steps to conform with the provisions of the  
6 Court's order. More importantly, Sheryl testified that Rexford had generally appeared on the property  
7 in a drunken state, in contravention of the order. Sheryl indicated that when she left the residence on the  
8 morning of trial, Rexford was passed out drunk on the front seat of his truck. She did not wake him up  
9 as he becomes violent when disturbed. She further indicated that Rexford had been involved in bar  
10 fights, had been hospitalized twice as the result of his severe alcohol consumption and that she was  
11 forced to call 911 on one occasion as he appeared to suffer an alcoholic seizure. Lastly, she indicated  
12 that despite his excessive consumption of alcohol, he continued to drive drunk.

13 Based on the above, the Court makes the following

14 **FINDINGS OF FACT**

- 15 1. Rexford failed to appear for trial and had no legal excuse for such failure to appear.
- 16 2. A decree of divorce was previously entered between the parties and it is hereby confirmed.
- 17 2. The custody of the parties' minor child, Stacy Louise Belshaw, born May 28, 1986 is  
18 confirmed in Sheryl.
- 19 3. The division of the vehicles previously made is confirmed. Rexford's counsel had delivered  
20 to the Clerk of the Court the titles to the various vehicles. Those titles shall be turned over to Sheryl.
- 21 4. This is a marriage of 22 years. During the marriage, Sheryl was a stay at home mother. She  
22 went to work when the children became of age, working as an aide for the Douglas County School  
23 District to obtain medical insurance coverage for the family. She earned minimal income. Rexford was  
24 the main income earner, having his own plumbing business. He started to drink and as the result of his  
25 abuse of alcohol, placed the family in emotional and financial distress. Despite two convictions of  
26 driving under the influence, he continues to drink. Sheryl has requested alimony which under the  
27 circumstances is appropriate. It is also appropriate that the alimony be paid in a lump sum as it is likely  
28 that unless so ordered, Rexford will continue in his pattern of disregard of court orders and not make the

1 payments as required.

2 5. Sheryl has been attending Western Nevada Community College with the goal of obtaining her  
3 degree in medical technology and medical accounting. After community college, she must finish her  
4 course of studies at the University of Nevada, Reno. At that time she will obtain employment in that field  
5 allowing her to support herself. However, she has a minimum of two years of schooling before she can  
6 obtain her degree.

7 6. Rexford has made various substantial gifts of monies to individuals in recent months. He has  
8 failed to produce the financial documents requested to ascertain the extent or source of the monies gifted.

9 7. There are obligations of the parties which remain outstanding. Some of those obligations  
10 were incurred as the result of Rexford's automobile accident while under the influence of alcohol and  
11 subsequent medical care.

12 8. Rexford has failed to abide by the terms of the January 28, 2003 Order Following Status  
13 Conference.

14 From the foregoing, the Court makes the following:

15 **CONCLUSIONS OF LAW**

16 1. This court has jurisdiction over the parties and the subject matter of the action.

17 2. This court has jurisdiction over the property of the parties.

18 3. In accordance with NRS 125.150, Sheryl is entitled to regular alimony and rehabilitative  
19 alimony.

20 4. In view of Rexford's conduct in the recent years of the marriage and throughout these  
21 proceedings, of his dissipation of community assets, Sheryl is entitled to an unequal distribution of the  
22 property.

23 5. Rexford has failed to produce the financial documents requested of him through discovery.  
24 In accordance with NRS 47.250(3), there is a disputable presumption that the documents wilfully  
25 suppressed would be adverse if produced.

26 6. Rexford is in contempt of the Court's January 28, 2003 order.

27 Based upon the foregoing findings of fact and conclusions of law, and being fully advised, the  
28 Court hereby makes and enters the following:

1           **CONFIRMATION OF DECREE AND DIVISION OF COMMUNITY PROPERTY**

2           IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the decree of divorce  
3 between the parties is confirmed.

4           IT IS FURTHER ORDERED that the minor child, Stacy Louise Belshaw's legal custody is  
5 vested in the parties' jointly with her primary physical custody vested in Sheryl.

6           IT IS FURTHER ORDERED that as and for Stacy's support Rexford shall pay the sum of \$500  
7 per month. The child support payment shall continue until Stacy reaches the age of 18 or 19 if still  
8 enrolled in highschool. The child support shall be due on the first day of the month.

9           IT IS FURTHER ORDERED that Sheryl shall continue to provide medical insurance coverage  
10 on Stacy's behalf so long as it is available to her at a reasonable cost through her employment. The  
11 parties shall equally share the cost of coverage as well as the cost of all uncovered medical, dental, eye  
12 care and other services incurred on behalf of the minor child. Rexford's share of the medical insurance  
13 premium shall be added to the child support amount.

14           NOTICE: The parent responsible for paying child support is subject to NRS 31A.025 to 31A.340,  
15 inclusive. Should payments of support become at least thirty (30) days delinquent, a wage withholding  
16 may be issued in accordance with Chapter 31A of the NRS without further notice. This and the  
17 following provisions shall apply at such time s there is a child support order in effect.

18           NOTICE: Pursuant to NRS 125.450 (2), the wages and commissions of the parent responsible  
19 for paying child support shall be withheld or assigned in the manner provided in Chapter 31A of the  
20 NRS unless all parties agree otherwise in writing.

21           NOTICE: Pursuant to NRS 125.510 (9), the obligation for care, education, maintenance and  
22 support of any minor child created by an order of a court ceases:

- 23           a) Upon the death of the person to whom the order was directed; or  
24           b) When the child reaches eighteen (18) years of age if he or she is no longer enrolled in high  
25 school, otherwise, when he or she reaches nineteen (19) years of age.

26           NOTICE: Pursuant to NRS 125B.145, the child support amount shall be reviewed at least once  
27 every three years to determine whether the amount of child support should be adjusted or modified.

28           NOTICE: Pursuant to NRS 125C.200, once custody has been established and the custodial

1 parent, or a parent having joint custody, residing in the State of Nevada intends to move his or her  
2 residence outside of this state and to take the child with him or her, the custodial parent must, as soon  
3 as possible and before the planned move, attempt to obtain the written consent of the other parent to  
4 move the child from the state. If a non-custodial parent or other parent having joint custody refuses to  
5 give that consent, the parent planning the move shall, before he or she leaves the state with the child,  
6 petition the court for permission to move the child. The failure of a parent to comply with the provisions  
7 of this section may be considered as a factor if a change of custody is requested by the non-custodial  
8 parent or other parent having joint custody.

9 NOTICE: Pursuant to NRS 125B.055, within 10 days after the court issues a decree ordering  
10 support for a minor child, each party shall provide the court and the Welfare Division of the Nevada  
11 Department of Human Resources the following information in writing:

- 12 1) Social Security number;
- 13 2) Residential and mailing addresses;
- 14 3) Telephone number;
- 15 4) Driver's license number; and
- 16 5) Name, address, telephone number of employer.

17 Each party shall update the information with the court and the Welfare Division within 10 days  
18 after the information becomes inaccurate.

19 NOTICE: Pursuant to NRS 125.510 (5), the following language must be made a part of all orders  
20 pertaining to custody of minor child:

21 **PENALTY FOR VIOLATION OF ORDER:** THE ABDUCTION, CONCEALMENT, OR  
22 DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A CATEGORY  
23 D FELONY AS PROVIDED IN NRS 193.130. NRS 200.359 provides that every person having a  
24 limited right of custody to a child or any parent having no right of custody to the child who willfully  
25 detains, conceals or removes the child from a parent, guardian or other person having lawful custody or  
26 right of visitation of the child in violation of an order of this court, or removes the child from the  
27 jurisdiction of the court without the consent of either the court all persons who have the right of custody  
28 or visitation is subject to being punished for a category D felony as provided in NRS 193.130.



1 NOTICE: Pursuant to NRS 125.510 (7), the terms of the Hague Convention of October 25,  
2 1980, adopted by the 14<sup>th</sup> Session of the Hague Conference on Private International Law apply, if a  
3 parent abducts or wrongfully retains a child in a foreign country. The parties agree that the United States  
4 of America is the habitual country of residence of the minor child.

5 IT IS FURTHER ORDERED that Sheryl is granted regular alimony in the amount of \$1,000 per  
6 month for a period of ten (10) years. She is also granted rehabilitative alimony in the amount of \$20,000  
7 to allow her to finish her schooling and support herself in the process. The Court determines that these  
8 amounts are appropriate in view of the significant income which Rexford generated and further based  
9 upon NRS 47.250(3). The alimony shall be paid in a lump sum, taken from Rexford's share of the  
10 proceeds of the sale of the residence as further provided below. The lump sum alimony award totals  
11 \$140,000 over the course of the ten (10) year period in which alimony is payable. The alimony shall be  
12 non-modifiable. In the event that

13 IT IS FURTHER ORDERED that the personal property in the residence is set aside to Sheryl.  
14 The Court makes an unequal distribution of the property because Rexford's actions have caused  
15 substantial financial harm to Sheryl and the family. Moreover, Rexford has failed to provide a list of the  
16 items he desires from the residence. The division of the property above does not include the tools related  
17 to Rexford's plumbing business. Those tools as well as the business are set side to him. Rexford shall  
18 have sixty (60) days in which to pick up his property and remove it from the premises at 1717 Devon  
19 Court, Minden, NV. In the event the property is not removed within that time, Sheryl shall be authorized  
20 to dispose of it and keep the proceeds. Sheryl is further authorized to dispose of any or all of the property  
21 set aside to her without the necessity of accounting to the Court or to Rexford.

22 IT IS FURTHER ORDERED that in view of Rexford's total lack of cooperation, Sheryl is  
23 authorized to make all decisions regarding the listing and sale of the residence. She may sell it at any  
24 time without further attempt at fixing it up. Rexford will have no say in the matter. Rexford shall  
25 cooperate in the execution of any deed or other document necessary to transfer title to the home in  
26 Sheryl's name alone to assist her in moving forward with the sale thereof when requested to do so.  
27 Should Rexford refuse to execute any document within three (3) days of presentment to him, or should  
28 Sheryl be unable to locate him, the Clerk of the Court shall be authorized to execute the necessary

1 documents on Rexford's behalf without further order of the Court.

2 Rexford shall be responsible for any fees incurred as they relate to his lack of payment of the  
3 mortgage.

4 IT IS FURTHER ORDERED that the parties' respective medical obligations are set aside to  
5 them, individually, that is Sheryl's obligations shall be solely hers and Rexford' shall be solely his,  
6 regardless of the date a party incurred the obligation. Rexford shall reimburse Sheryl any amount  
7 garnished from her paychecks as the result of his failure to pay his medical obligations. Once the  
8 garnishment total is ascertained, that amount shall be deducted from Rexford's share of the proceeds of  
9 the sale of the house as well.

10 IT IS FURTHER ORDERED that the credit card debts incurred by the parties jointly shall be  
11 split equally. Sheryl shall retire the credit card obligations from the proceeds of the sale of the residence.  
12 All joint credit cards accounts shall be closed and neither party shall incur any indebtedness on which  
13 the other may be charged.

14 IT IS FURTHER ORDERED that any deficiency on the boat which Rexford allowed to be  
15 repossessed and on Rexford's truck totaled as the result of his accident are set aside to him. He shall hold  
16 Sheryl harmless therefrom and indemnify her in the event that the creditors seek payment from her.

17 IT IS FURTHER ORDERED that any income tax obligation due to the Internal Revenue Service  
18 as the result of Rexford's refusal to make payments to that agency or of filing taxes is set aside to him  
19 as his sole and separate obligation. He shall hold Sheryl harmless from such obligation and indemnify  
20 her in the event that the IRS seeks payment from her. Specifically, any lien placed on property set aside  
21 to Sheryl shall be satisfied solely by Rexford. Sheryl has filed her own income taxes, as married but  
22 filing separate. She had no access to Rexford's financial data and he provided her no information  
23 regarding his finances with which to ascertain whether any obligation was met.

24 IT IS FURTHER ORDERED that any other assets not specifically addressed herein, including  
25 minimal retirement benefits accumulated by the parties are set aside to the party who has possession of  
26 the asset.

27 IT IS FURTHER ORDERED that Rexford is found in contempt of court for

28 1. Not showing up at trial without a legal excuse;



1 2. Drinking alcohol at the house when ordered not to do so; and

2 3. Not fixing up the property and cleaning it up as ordered.

3 A bench warrant for Rexford's arrest shall issue. Bail is set at \$2,500 cash only. He may be  
4 released on his own recognizance for medical reasons. In the event he is so released, he shall be given  
5 a court date for the Monday following his release at 1:45 p.m.

6 For his civil contempt, Rexford is sentenced to a term of 25 days in the Douglas County Jail. That  
7 sentence is suspended until further determination at the hearing following his arrest.

8 In the event that Rexford posts bail or is released for medical reasons, the release shall be based  
9 on the following conditions:

10 1 That he shall not consume alcohol;

11 2 That he shall promptly get into an alcohol treatment program; and

12 3 That he shall stay away from Sheryl's house.

13 **RESTRAINING ORDER.**

14 IT IS FURTHER ORDERED that Sheryl is granted a permanent restraining order against  
15 Rexford. Rexford shall not be on the premises located at 1717 Devon Court, Minden, NV for any reason  
16 unless he is granted such permission in writing by Sheryl. The permission shall be granted for purposes  
17 of removing his work related equipment only. The restraining order shall remain in effect following  
18 Sheryl's moving from her Devon Court residence and shall apply to any home where she may reside.  
19 For the restraining order to remain effective as to Sheryl's new residence, Sheryl shall provide Rexford  
20 notice of her new residence unless it is determined that such notice shall endanger her life.

21 **NOTICE TO LAW ENFORCEMENT** pursuant to NRS 33.070:

22 (A) Any law enforcement officer who has probable cause to believe a violation of any provision  
23 of this order has occurred is ordered to arrest Rexford Belshaw. He is to be charged with a misdemeanor  
24 violation of this order in addition to any other criminal charges which may be justified.

25 (B) If such law enforcement officer cannot verify that Rexford Belshaw was served with a copy  
26 of the order, the officer shall inform him of the specific terms and conditions of the order, and that a  
27 violation of the order will result in his arrest, and inform him of the location of the court that issued the  
28 original order and hours during which he can obtain a copy of the order. (Monday through Friday 8:00

1 a.m. to 5:00 p.m.) The law enforcement officer shall then provide written proof of notice to this agency,  
2 to the court, and to the beneficiary of the restraining order regarding the notice given, the date and time,  
3 and his name and identifying number.

4 IT IS FURTHER ORDERED that Rexford shall pay to Sheryl additional attorney fees in an  
5 amount not to exceed \$10,000. Payment of the fees shall come from Rexford's share of the proceeds  
6 of the residence.

7 The spousal support and rehabilitative alimony, reimbursement and fees granted herein may be  
8 in excess of Rexford's equity in the residence. Should that be the case, the Court retains jurisdiction to  
9 determine how the additional monies due herein will be paid in the event that Sheryl so requests.

10 Dated this 2 day of June, 2003.

11  
12  
13   
14 MICHAEL P. GIBBONS  
15 DISTRICT JUDGE

16  
17 Submitted by:

18 Nancy Rey Jackson, Esq.  
19 1591 Mono Ave.  
20 Minden, NV 89423  
21 (775) 782-4611

22 **CERTIFIED COPY**

23 The document to which this certificate is attached is a  
24 full, true and correct copy of the original on file and of  
25 record in my office.

26 DATE: September 30, 2003

27 Clerk of the 9th Judicial District Court  
28 of the State of Nevada, in and for the County of Douglas,

By  Deputy