

OFFICIAL RECORD

Requested By:  
SANDRA FUHRER

Douglas County - NV  
Karen Ellison - Recorder

Page: 1 Of 19 Fee: 32.00  
BK-0209 PG- 797 RPTT: 0.00



Assessor's Parcel Number: \_\_\_\_\_

Recording Requested By:

Name: Sandra J Fuhrer

Address: 2720 SIERRA VISTA WY

City/State/Zip Bishop, CA 93514

Real Property Transfer Tax: \_\_\_\_\_

Abstract of Judgment  
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

*This cover page must be typed or legibly hand printed.*

C:\c:\docs\Cover page for recording

EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):  
Recording requested by and return to.

SANDRA J. FUHRER  
2720 Sierra Vista Way  
Bishop, CA 93514  
760.937-8641

ATTORNEY FOR  JUDGMENT CREDITOR  ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF INYO  
STREET ADDRESS: 168 North Edwards  
MAILING ADDRESS: P.O. Box Drawer U  
CITY AND ZIP CODE: Independence, CA 93526  
BRANCH NAME:

FOR RECORDER'S USE ONLY

INYO, County Recorder  
MARY A. ROPER Co Recorder Office  
DOC- 2008-0003748-00

Thursday, NOV 06, 2008 08:32:20  
MIC \$1.00: S21 \$1.00: REC \$6.00  
SYS \$2.00: LNN \$3.00: SST \$1.00  
Ttl Pd \$14.00  
Nbr-0000068613  
DMO/R1/1-2

PLAINTIFF: SANDRA JEAN FUHRER WELLS  
DEFENDANT: DANNY STEWART WELLS

CASE NUMBER  
SICVFL 06-41124

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS  Amended

FOR COURT USE ONLY

CONFORMED

1. The  judgment creditor  assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

DANNY STEWART WELLS  
1980 Churchill Street  
Gardnerville, Nevada 89410-7027

b. Driver's license no. [last 4 digits] and state: CA 2696  Unknown  
c. Social security no. [last 4 digits]: 6213  Unknown  
d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):

Dana M. Crom, attorney for Danny Stewart Wells, P.O. Box 725, Bishop, CA 93515

2.  Information on additional judgment debtors is shown on page 2.

4.  Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address):  
Sandra J. Fuhrer (Wells)  
2720 Sierra Vista Way, Bishop, CA 93514

5.  Original abstract recorded in this county:  
a. Date:  
b. Instrument No.:

Date: 11-5-08  
SANDRA J. FUHRER

(TYPE OR PRINT NAME)

  
(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:  
\$ 45,000.00

10.  An  execution lien  attachment lien is endorsed on the judgment as follows:

7. All judgment creditors and debtors are listed on this abstract.

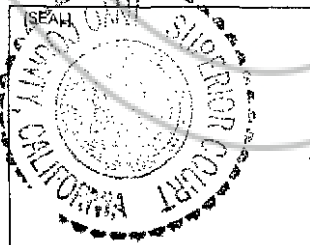
a. Amount: \$  
b. In favor of (name and address):

8. a. Judgment entered on (date): 04-14-08  
b. Renewal entered on (date):

9.  This judgment is an installment judgment.


11. A stay of enforcement has  
a.  not been ordered by the court.  
b.  been ordered by the court effective until (date):

12. a.  I certify that this is a true and correct abstract of the judgment entered in this action.  
b.  A certified copy of the judgment is attached.



This abstract issued on (date):

11-6-08

Mary A. Roper  
Clerk, by  Deputy

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS

BK- 0209  
PG- 798  
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0737073

PLAINTIFF: SANDRA JEAN FUHRER WELLS

CASE NUMBER:

SICVFL 06-41124

DEFENDANT: DANNY STEWART WELLS

**NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:**

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15.  Continued on Attachment 15.

**INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:**

16. Name and last known address

17. Name and last known address

Driver's license no. [last 4 digits] and state:

Unknown

Social security no. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

Driver's license no. [last 4 digits] and state:

Unknown

Social security no. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

18. Name and last known address

19. Name and last known address

Driver's license no. [last 4 digits] and state:

Unknown

Social security no. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

Driver's license no. [last 4 digits] and state:

Unknown

Social security no. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

20.  Continued on Attachment 20.

BK- 0209  
PG- 799  
0737073 Page: 3 Of 19 02/04/2009

**COPY**

EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):  
Recording requested by and return to.

SANDRA J. FUHRER  
2720 Sierra Vista Way  
Bishop, CA 93514  
760.937-8641

ATTORNEY FOR  JUDGMENT CREDITOR  ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF INYO

STREET ADDRESS: 168 North Edwards  
MAILING ADDRESS: P.O. Box Drawer U  
CITY AND ZIP CODE: Independence, CA 93526

BRANCH NAME:

PLAINTIFF: SANDRA JEAN FUHRER WELLS

DEFENDANT: DANNY STEWART WELLS

CASE NUMBER:

SICVFL 06-41124

**ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS**

Amended

FOR COURT USE ONLY

**CONFORMED**

1. The  judgment creditor  assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

DANNY STEWART WELLS  
1980 Churchill Street  
Gardnerville, Nevada 89410-7027

b. Driver's license no. [last 4 digits] and state: CA 2696

Unknown

c. Social security no. [last 4 digits]: 6213

Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):

Dana M. Crom, attorney for Danny Stewart Wells, P.O. Box 725, Bishop, CA 93515

2.  Information on additional judgment debtors is shown on page 2.

4.  Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address):

Sandra J. Fuhrer (Wells)  
2720 Sierra Vista Way, Bishop, CA 93514

5.  Original abstract recorded in this county:

a. Date:  
b. Instrument No.:

Date: 11-5-08

SANDRA J. FUHRER

(TYPE OR PRINT NAME)

*Sandra J. Fuhrer*  
(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:  
\$ 45,000.00

10.  An  execution lien  attachment lien is endorsed on the judgment as follows:

7. All judgment creditors and debtors are listed on this abstract.

a. Amount: \$

8. a. Judgment entered on (date): 04-14-08

b. In favor of (name and address):

b. Renewal entered on (date):

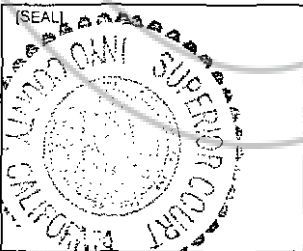
9.  This judgment is an installment judgment.

11. A stay of enforcement has  
a.  not been ordered by the court.

b.  been ordered by the court effective until (date):

12. a.  I certify that this is a true and correct abstract of the judgment entered in this action.

b.  A certified copy of the judgment is attached.



This abstract issued on (date):

11-6-08

Clerk, by *Linda Bush* Deputy  
Henry A. Maxley

**ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS**

BK- 0209  
PG- 800  
0737073 Page: 4 Of 19 02/04/2009

PLAINTIFF: SANDRA JEAN FUHRER WELLS

CASE NUMBER

SICVFL 06-41124

DEFENDANT: DANNY STEWART WELLS

**NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:**

13. Judgment creditor (*name and address*):

14. Judgment creditor (*name and address*):

15.  Continued on Attachment 15.

**INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:**

16. Name and last known address

17. Name and last known address

[ ]  
[ ]

[ ]  
[ ]

Driver's license no. [last 4 digits] and state:  Unknown

Driver's license no. [last 4 digits] and state:  Unknown

Social security no. [last 4 digits]:  Unknown

Social security no. [last 4 digits]:  Unknown

Summons was personally served at or mailed to (*address*):

Summons was personally served at or mailed to (*address*):

18. Name and last known address

19. Name and last known address

[ ]  
[ ]

[ ]  
[ ]

Driver's license no. [last 4 digits] and state:  Unknown

Driver's license no. [last 4 digits] and state:  Unknown

Social security no. [last 4 digits]:  Unknown

Social security no. [last 4 digits]:  Unknown

Summons was personally served at or mailed to (*address*):

Summons was personally served at or mailed to (*address*):

20.  Continued on Attachment 20.



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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>FREDERICK G. WOOD #73217</b> Law Offices of Frederick G. Wood 126 Old Mammoth Road, Ste. 203 P.O. Box 3837 Mammoth Lakes, CA 93546 TELEPHONE NO.: <b>760 934-5821</b> FAX NO. (Optional): <b>760 934-1838</b>	APR 04 2008 <b>INYO COUNTY SUPERIOR COURT</b>	FOR COURT USE ONLY <b>FILED</b>
E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): <b>Petitioner, SANDRA JEAN FUHRER WELLS</b> <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF INYO</b> STREET ADDRESS: <b>168 North Edwards</b> MAILING ADDRESS: <b>P.O. Drawer U</b> CITY AND ZIP CODE: <b>Independence, CA 93526</b> BRANCH NAME:		<b>APR 14 2008</b> <b>INYO CO. SUPERIOR COURT</b> <b>NANCY A MOXLEY, CLERK J.</b> BY <i>[Signature]</i> <b>DEPUTY</b>
<b>MARRIAGE OF</b> PETITIONER: <b>SANDRA JEAN FUHRER WELLS</b> RESPONDENT: <b>DANNY STEWART WELLS</b>		CASE NUMBER: <b>SICVFL 06-41124</b>
<b>JUDGMENT</b> <input checked="" type="checkbox"/> <b>DISSOLUTION</b> <input type="checkbox"/> <b>LEGAL SEPARATION</b> <input type="checkbox"/> <b>NULLITY</b> <input type="checkbox"/> Status only <input type="checkbox"/> Reserving jurisdiction over termination of marital or domestic partnership status <input type="checkbox"/> Judgment on reserved issues Date marital or domestic partnership status ends: <b>APRIL 14, 2008</b>		

- This judgment  contains personal conduct restraining orders  modifies existing restraining orders. The restraining orders are contained on page(s) \_\_\_\_\_ of the attachment. They expire on (date): \_\_\_\_\_
- This proceeding was heard as follows:  Default or uncontested  By declaration under Family Code section 2336  Contested
  - Date: \_\_\_\_\_ Dept.: \_\_\_\_\_ Room: \_\_\_\_\_
  - Judicial officer (name): \_\_\_\_\_  Temporary judge
  - Petitioner present in court  Attorney present in court (name): \_\_\_\_\_
  - Respondent present in court  Attorney present in court (name): \_\_\_\_\_
  - Claimant present in court (name): \_\_\_\_\_  Attorney present in court (name): \_\_\_\_\_
  - Other (specify name): \_\_\_\_\_
- The court acquired jurisdiction of the respondent on (date): **03-30-06**
  - The respondent was served with process.
  - The respondent appeared.

**THE COURT ORDERS, GOOD CAUSE APPEARING**

- Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons
    - on (specify date): **APRIL 14, 2008**
    - on a date to be determined on noticed motion of either party or on stipulation.
  - Judgment of legal separation is entered.
  - Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify): \_\_\_\_\_
  - This judgment will be entered nunc pro tunc as of (date): \_\_\_\_\_
  - Judgment on reserved issues.
  - The  petitioner's  respondent's former name is restored to (specify): **Sandra Jean Fuhrer**
  - Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.
  - This judgment contains provisions for child support or family support. Each party must complete and file with the court a *Child Support Case Registry Form* (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The *Notice of Rights and Responsibilities—Health Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order* (form FL-192) is attached.

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CASE NAME (Last name, first name of each party): <b>WELLS, SANDRA &amp; DANNY</b>	CASE NUMBER: <b>SICVFL 06-41124</b>
--	--

4. (Cont'd.)

- i.  A settlement agreement between the parties is attached.
- j.  A written stipulation for judgment between the parties is attached.
- k.  The children of this marriage or domestic partnership.
  - (1)  The children of this marriage or domestic partnership are:
 

Name	Birthdate
------	-----------
  - (2)  Parentage is established for children of this relationship born prior to the marriage or domestic partnership.
- l.  Child custody and visitation are ordered as set forth in the attached
  - (1)  settlement agreement, stipulation for judgment, or other written agreement.
  - (2)  *Child Custody and Visitation Order Attachment* (form FL-341).
  - (3)  *Stipulation and Order for Custody and/or Visitation of Children* (form FL-355).
  - (4)  other (specify):
- m.  Child support is ordered as set forth in the attached
  - (1)  settlement agreement, stipulation for judgment, or other written agreement.
  - (2)  *Child Support Information and Order Attachment* (form FL-342).
  - (3)  *Stipulation to Establish or Modify Child Support and Order* (form FL-350).
  - (4)  other (specify):
- n.  Spousal or partner support is ordered as set forth in the attached
  - (1)  settlement agreement, stipulation for judgment, or other written agreement.
  - (2)  *Spousal, Partner, or Family Support Order Attachment* (form FL-343).
  - (3)  other (specify):

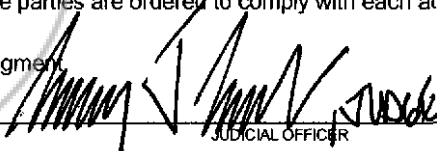
**NOTICE:** It is the goal of this state that each party will make reasonable good faith efforts to become self-supporting as provided for in Family Code section 4320. The failure to make reasonable good faith efforts may be one of the factors considered by the court as a basis for modifying or terminating spousal or partner support.

- o.  Property division is ordered as set forth in the attached
  - (1)  settlement agreement, stipulation for judgment, or other written agreement.
  - (2)  *Property Order Attachment to Judgment* (form FL-345).
  - (3)  other (specify):
- p.  Other (specify): **Marital Settlement Agreement attached hereto.**

Each attachment to this judgment is incorporated into this judgment, and the parties are ordered to comply with each attachment's provisions.

Jurisdiction is reserved to make other orders necessary to carry out this judgment.

Date: **APRIL 14, 2008**

  
 \_\_\_\_\_  
 JUDICIAL OFFICER

5. Number of pages attached: 11

SIGNATURE FOLLOWS LAST ATTACHMENT

**NOTICE**

Dissolution or legal separation may automatically cancel the rights of a spouse or domestic partner under the other spouse's or domestic partner's will, trust, retirement plan, power of attorney, pay-on-death bank account, transfer-on-death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar thing. It does not automatically cancel the rights of a spouse or domestic partner as beneficiary of the other spouse's or domestic partner's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement plans, and credit reports, to determine whether they should be changed or whether you should take any other actions.

A debt or obligation may be assigned to one party as part of the dissolution of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.

An earnings assignment may be issued without additional proof if child, family, partner, or spousal support is ordered.

Any party required to pay support must pay interest on overdue amounts at the "legal rate," which is currently 10 percent.

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 PG- 803

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## MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 2nd day of April, 2008, by and between DANNY WELLS ("Husband"), and SANDRA FUHRER WELLS ("Wife").

### STATISTICAL FACTS

Husband and Wife make this Agreement with reference to the following facts:

1. Husband and Wife were married on October 13, 2001, and have been Husband and Wife since that date.
2. Irreconcilable differences have arisen between Husband and Wife, which have led to an irremediable breakdown of the marriage, and they have consequently agreed to dissolve their marriage. The parties have lived separate and apart commencing on January 19, 2006.
3. An action for legal separation was filed on March 28, 2006 in Inyo County, California Superior Court, Case No. SICVFL-06-41124, in which Wife is the Petitioner and Husband is the Respondent. A Response and Request for Dissolution of Marriage was filed on or about May 15, 2006 by Husband.
4. There are no children of the marriage.
5. Both Husband and Wife are currently in good health and neither of them has any known illness or other medical condition that will prevent him or her from engaging in gainful employment in the foreseeable future.
6. Husband is currently retired. Wife is currently employed as a bookkeeper.
7. The provisions set forth in this Agreement with respect to spousal support are based on circumstances set forth in paragraphs five and six above.
8. The purpose of this Agreement is to make a full, final and complete settlement of all rights and obligations between Husband and Wife, including their respective property rights.

### AGREEMENT

9. Spousal Support. Family Code Sections 3590, 3591 and 4336 state as follows:

Section 3590. The provisions of an agreement for support of either party shall be deemed to be separate and severable from the provisions of the agreement relating to property. An order for support of either party based on the agreement shall be law-imposed and shall be made under the power of the court to order spousal support.

///  
///





Section 3591.

- (a) Except as provided in subdivisions (b) and (c), the provisions of an agreement for the support of either party are subject to subsequent modifications or termination by court order.
- (b) An agreement may not be modified or terminated as to an amount that accrued before the date of the filing of the notice of motion or order to show cause to modify or terminate.
- (c) An agreement for spousal support may not be modified or revoked to the extent that a written agreement, or, if there is no written agreement, an oral agreement entered into in open court between the parties, specifically provides that the spousal support is not subject to modification or termination.

Section 4336.

- (a) Except on written agreement of the parties to the contrary or a court order terminating spousal support, the court retains jurisdiction indefinitely in a proceeding for dissolution of marriage or for legal separation of the parties where the marriage is of long duration.
- (b) For the purposes of retaining jurisdiction, there is a presumption affecting the burden of producing evidence that a marriage of 10 years or more, from the date of marriage to the date of separation, is a marriage of long duration. However, the court may consider periods of separation during the marriage in determining whether the marriage is in fact of long duration. Nothing in this subdivision precludes a court from determining that a marriage of less than 10 years is a marriage of long duration.
- (c) Nothing in this section limits the court's discretion to terminate spousal support in later proceedings on a showing of changed circumstances.
- (d) This section applies to the following:
  - (1) A proceeding filed on or after January 1, 1998.
  - (2) A proceeding pending on January 1, 1998, in which the court has not entered a permanent spousal support order or in which the court order is subject to modification.

The parties agree that in consideration of the terms and provisions hereof, there shall be no spousal support paid by either party to the other. The parties are aware of the purpose, content and meaning of the above-stated Family Code Sections and have discussed or have had the opportunity to discuss same with their respective counsel and advisors. Being fully informed thereof, each party waives any right to current or future support. Each party recognizes that upon the entry of judgment of dissolution which includes the terms and provisions of this Agreement, it shall effect a termination of jurisdiction of the court over the issue of spousal support. Neither party may raise the issue of spousal support in the future as it relates to future support or any claims for past support. Neither party may seek a modification or termination of the provisions of this paragraph relating to a waiver of spousal support and/or the surrender by



the court of jurisdiction over spousal support. Husband and Wife each understand that when a court has no jurisdiction over spousal support, no support may be ordered regardless of changed circumstances of either party or both parties and regardless of any hardship this may cause.

The parties have carefully bargained for the absence of support as provided in this Agreement, and understand that this clause may work great and unexpected hardship on either or both of them, and that they have considered that possibility in electing to terminate spousal support on the terms provided above.

10. Separate Property.

A. Husband and Wife confirm that each of them is in possession of his/her own separate property, and that neither party claims an interest in the other's separate property. Husband and Wife further confirm that any and all property received or acquired by either of them after the date of their separation, including rents, earnings, purchases, gifts, trust receipts, and insurance proceeds, is the separate property of the receiving or acquiring party, unless expressly provided otherwise in this Agreement.

B. Husband and Wife confirm that the following property is the separate property of Husband.

1. Commercial real property located at 312 North Main Street, Bishop, California, subject to any and all encumbrances thereon.
2. All of the issued and outstanding shares of stock of Sierra Office Supply, Inc., as well as its assets, subject to its liabilities, including, but not limited to, a note payable by John T. Cruikshank to such corporation.

11. Community and Quasi-Community Property.

A. Except as expressly provided for herein, the community and quasi-community property of the parties has been previously divided as agreed upon by the parties, and no further division of such property is required herein. All tangible and fungible property in the possession of Husband and Wife shall be and remain the sole and separate property of the party in whose possession such property is in.

B. Husband shall receive as his sole and separate property:

1. The residence located at 1980 Churchill Street, Gardnerville, Nevada, subject to any and all liens and encumbrances thereon.
2. Commercial real property and improvements thereon located at 135 Willow Street, Bishop, California, subject to any and all liens and encumbrances thereon.
3. Jeep Wrangler vehicle; and any and all vehicles, truck, motorcycle, trailers, jet skis, boat and recreational vehicles in Husband's name.

4. All bank checking, savings and deposit accounts in the name of Husband; all credit union accounts in the name of Husband; five (5) U.S. Savings Bonds (in the amount of \$100.00 each); all cash value(s) in life insurance policies insuring the life of Husband; all stock, bond, mutual fund and brokerage and other financial accounts in the name of Husband; and all IRA Roth IRA, 401k and other pension and retirement accounts in the name of Husband.

5. Three sheets of plywood; seven shot glasses; two Xerox mugs.

C. Wife shall receive as her sole and separate property:

1. The residence located at 2720 Sierra Vista, Bishop, California, subject to any and all liens and encumbrances thereon, except for a note secured by a second trust deed against such residence in favor of Bank of America and further described in paragraph 12.C.1 below.

2. Pontiac Bonneville vehicle.

3. All bank checking, savings and deposit accounts in the name of Wife; all credit union accounts in the name of Wife; six (6) U.S. Savings Bonds (in the amount of \$100.00 each, except for five bonds described in paragraph B. above); all cash value(s) in life insurance policy(ies) insuring the life of Wife; all stock, bond, mutual fund and brokerage and other financial accounts in the name of Wife; and all IRA, Roth IRA, 401k and other pension and retirement accounts in the name of Wife.

D. The parties shall divide equally any remaining sums in joint checking accounts.

E. With respect to the U.S. savings Bonds described in paragraphs B.4 and C.3 above, the division of such bonds shall be completed in order to result in each party receiving bonds which mature in the same or alternating years, in order for such division to be effectively equal.

F. With respect to the issued and outstanding shares of stock of Valley Office Supply, Inc., the parties understand and agree that the assets of such corporation have been sold, its business is not operating or in existence, the corporation is defunct, and the parties understand that they have no personal liability for any of its outstanding obligations. The parties understand and agree that Sierra Office Supply, Inc. has waived the right to collect any obligation owed to it by Valley Office Supply, Inc. Neither party shall be responsible to the other for obligations related to or of Valley Office Supply, Inc.

G. Each of the parties assigns his or her right, title and interest in the property received by the other and agrees that such property received by such party is the sole and separate property of such party.

H. Except as otherwise provided herein, all insurance on property transferred

hereunder is hereby assigned to the party receiving the property, and the payment of insurance premiums on such insurance from this date shall hereafter be the sole responsibility of the party to whom the insurance is assigned.

12. Community Obligations.

A. Except as expressly provided for herein, the community obligations of the parties have been previously divided and agreed upon by the parties; and no further division of such obligations is required herein. Each of the parties shall be solely responsible for credit card and other community obligations for which he or she has assumed responsibility since the date of separation and credit cards in his or her name, respectively. Each party agrees to remove the other's name from any credit card obligations, whether presently existing, or incurred in the future, for which such party is responsible, within 90 days of the date of this Agreement. This requirement specifically contemplates that each party will either pay off in full or refinance any existing debt in his or her name alone, through acquisition of a new credit card and a transfer of all balances into that party's name alone, or through any other means available to the party.

B. Each party warrants to the other that he or she neither has incurred nor will incur, on or before the effective date of this Agreement, any liability not disclosed and listed in this Agreement on which the other is or may become personally liable or that could be enforced at any time against an asset held or to be received under this Agreement by the other party. If either party has incurred or does incur on or before the effective date of this Agreement, any liability not disclosed and listed in this Agreement on which the other is or may become personally liable or that could be enforced at any time against an asset held or to be received under this Agreement by the other party, that warrantor will fully indemnify the other with respect to the obligations, including, but not limited to, any and all liability on the obligation, attorney fees, and related costs. This provision will not be deemed to impair the availability, in a court of competent jurisdiction, of any other remedy arising from non-disclosure of such liabilities.

C. The following debt shall be confirmed to, and shall be and remain the sole and separate obligation of Husband:

1. Balance of note (in the approximate sum of \$45,000.00) in favor of Bank of America and secured by a second deed of trust against the residence located at 2720 Sierra Vista, Bishop, California.

2. Balance of note (in the approximate sum of \$45,000.00) in favor of Robert Fuhrer and secured by a trust deed against real property located at 312 North Main Street, Bishop, California.

D. Each party shall assume, indemnify and hold the other financially free and harmless from any obligation for which such party has agreed to be solely responsible, and from any encumbrance against any asset distributed to such party, unless expressly provided to the contrary in this Agreement.

E. With respect to the note in favor of Bank of America and secured by a second deed of trust against the residence located at 2720 Sierra Vista, Husband shall indemnify and hold Wife financially free and harmless from such obligation. In the event Husband is in default in the payment of such obligation, and whether or not the holder of such note seeks to enforce its terms or threatens to or initiates foreclosure or other proceedings, Wife shall have the right to apply to the Court for an order enforcing the terms and provisions of this Agreement, which may include, and shall not be limited to, seeking order(s) that (1) Husband provide additional security to Wife for the payment of such note in the form of a deed of trust against any other real property(ies) in which Husband has an interest or other commercially reasonable security; (2) Husband pay off the balance of such obligation forthwith; (3) Husband sell other asset(s) and use the proceeds of sale to satisfy the balance of such obligation; and/or (4) Husband perform some other appropriate act to satisfy such obligation forthwith. The remedies set forth above shall be available to Wife only in the event that Husband is in default in the payment of such obligation, as stated above (i.e., Husband fails to make the monthly payment under the terms of such note). Further, in the event that Wife pays off or re-finances the debt secured by the residence located at 2720 Sierra Vista or sells such residence prior to satisfaction by Husband of the note in favor of Bank of America and secured by a second trust deed against the residence, resulting in payment by Wife of the balance due thereunder to Bank of America, Husband shall pay the remaining balance of such note directly to Wife under the terms of such note; should Husband fail to make such payments as are required under the terms of such note, Wife shall be provided additional security for the payment in addition to those remedies provided for in this section.

F. Except as otherwise provided herein, each party shall assume, indemnify and hold the other financially free and harmless from all obligations that the indemnitor has incurred as of the date of separation to the present time or at any time hereafter.

13. Equal Division.

A. Husband and Wife both warrant that they have made a full and fair disclosure of all of the real and personal property of any nature whatsoever belonging in any way to them or to either of them, and of all debts and obligations incurred in any manner whatsoever by them or either of them. These disclosures are part of the consideration made by each party for entering into this Agreement.

B. The parties agree that this Agreement effects an equal division of their community assets and obligations. Each of the parties waives any right to any claims for reimbursement and/or credits that he or she may have against the other party. This waiver includes, but is not limited to, any Epstein, Jeffries or Watts rights as well as any other statutory rights regarding reimbursements and/or credits under Family Code Section 2640 or otherwise.

C. Husband and Wife, with each of their desires being an amicable and expeditious settlement of all matters covered in this Agreement, do not desire to exercise any further discovery rights, including, but not limited to, depositions, rights to subpoena records, rights to appraisers and actuaries, the right to have a court of competent jurisdiction determine the division of assets, the award of support, and all other issues. Husband and Wife waive all



the aforescribed rights. In light of these waivers, Husband and Wife specifically agree that the community property division as set forth in this Agreement is an equal division of the community property.

D. By the provisions set forth above, the parties manifest their intention to effect an equal division of their community assets. Each of the parties therefore agrees that the tax basis of each asset allocated to him or her under those provisions has not changed and will not change by reason of this division; and each of the parties agrees not to seek a new tax basis for any such asset. Should one of the parties seek a new tax basis for any such asset, and the other party is later assessed for additional federal or state income taxes based on such party's actions, the party seeking the new tax basis shall indemnify the other party in the amount of the tax liability, penalties and interest, fees and costs arising from the assessment. Insofar as the provisions of this paragraph are inconsistent with the rights or obligations of either party under any other provisions of this Agreement for indemnification, the provisions of this paragraph shall prevail.

14. Income Taxes. Should future audits by the Internal Revenue Service, the Franchise Tax Board, or any other taxing agency result in a deficiency being assessed against Husband and Wife for any tax return filed jointly by them for tax year 2006 or before, determination will be made whether each item of increased income or decreased deduction resulting from the audit would have been properly chargeable to Husband's return, Wife's return, or proportionately to each of them had the parties not jointly filed the return in question. Each party will pay the tax liability attributable to any particular item, to the extent that the item would have been properly chargeable to him or her had the parties not filed jointly. Each party will provide a copy to the other of any notice of such a deficiency received by that party within 10 days of its receipt and cooperate reasonably and in a timely manner with the other in any proceedings on any such deficiency or, if such notice or cooperation is not provided, will indemnify the other for any increased tax liability, attorney and accountant fees, and related costs.

15. Waiver of Rights.

A. The parties agree that all property set aside for either of them under this Agreement or acquired by either of them in the future by gift, bequest, devise, purchase, or in any other manner, and all earnings and income of every kind or nature which may be acquired by either of the parties, shall be the sole and separate property of the party so acquiring it. Any property so acquired shall be free from all claims, rights and interest of the other. This Agreement shall operate and is intended to be a release and surrender by each of the parties of any rights that he or she may have or assert in or to any such property, earnings and income.

B. Except as otherwise provided herein, in consideration of the mutual agreement herein expressed, each party waives, releases and relinquishes to the other all claims each may now have or might hereafter otherwise acquire against the other arising out of the marital relationship, including without limitation, any right in the other's future earnings or property acquisitions.



C. Except as otherwise provided herein, each party does hereby waive any and all right to:

1. Inherit any part of the estate of the other at his or her death;
2. Receive property from the estate of the other by bequest or devise, except under a Will or Codicil dated subsequent to the effective date of this Agreement;
3. Act as the personal representative of the estate of the other in intestacy; and
4. Act as the personal representative under the Will of the other, unless so nominated by a Will or Codicil dated subsequent to the effective date of this Agreement.

D. Each of the parties does hereby waive the provisions of Section 1542 of the California Civil Code with respect to the other. Except as otherwise provided herein, this Agreement is intended to and does release all claims, whether known or unknown, which either of the parties may have against the other.

16. Future Credit Acquisitions. Except as otherwise provided herein, neither party shall:

- A. Charge or cause to be charged to or against the other any purchase which either may hereafter make;
  - B. Hereafter create any obligation in the name of or against the other;
  - C. Hereafter secure or attempt to secure any credit in the name of the other;
- and
- D. Except as otherwise provided herein, each party shall hold the other financially free and harmless from all obligations which the indemnitor has incurred since the date of separation or may incur hereafter, and from all expenses incurred in connection therewith, including attorney's fees and costs.

17. Execution of Documents. It is agreed that each party will execute and deliver any and all papers and documents, and perform any other act necessary to carry out, perform and fulfill the obligations and agreements contained herein without undue delay and upon the demand of the other party. In the event either party fails or refuses to execute such documents, the documents may be executed by the clerk of the court pursuant to the Rules of Court. This Agreement and related documents shall be fully executed by the parties within one week of the effective date hereof.

18. Attorney Representation and Fees and Costs.

- A. Husband and Wife have each retained counsel to advise him or her in





connection with this Agreement and the aforementioned proceedings for dissolution of marriage, and has been advised by such counsel in connection with the negotiation of its terms and execution thereof.

B. This Agreement has been prepared by counsel for Wife after conclusion of settlement negotiations among the parties. Neither party shall be considered the draftsman for purposes of interpreting or enforcing the terms and provisions hereof.

C. Each of the parties has freely, willingly and voluntarily executed this Agreement, and with full knowledge thereof. Neither of the parties is acting under duress, menace or undue influence.

D. In the event any action or proceeding is brought by any party to enforce or have interpreted any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

E. Each party shall be responsible for and shall pay his/her own attorney's fees and costs incurred with this Agreement and the aforementioned proceedings for dissolution of marriage.

19. Reconciliation. Any reconciliation between the parties shall not cancel, terminate or modify the force or effect of any provision of this Agreement dealing with the present assets or obligations of either or both of them, including:

A. Provisions for the partition/division or other disposition of assets; and

B. Provisions for any consideration to be given or received in exchange for the transfer or disposition of assets.

20. Incorporation into Judgment. This Agreement shall be submitted to the Court in the dissolution of marriage action. Any warranties contained in this Agreement shall survive a merger into a judgment therein, and shall be enforceable independent of such judgment. The parties agree that the Court shall have jurisdiction over all of the terms and provisions of this Agreement, including, but not limited to, those terms regarding division of property and obligations, in order to assist the parties in enforcing such terms if necessary. The parties hereby agree and stipulate that the matter has proceeded as an uncontested matter and that formal judgment in the dissolution of marriage action may be entered accordingly.

21. Mediation. In the event of a dispute concerning any of the terms and provisions of this Agreement over which the court shall have jurisdiction as set forth hereinabove, the parties hereby agree and stipulate that they shall attempt to resolve such dispute(s) through mediation prior to filing any post-judgment motion or order to show cause, and further agree that the parties shall bear equally the cost of such mediation, including travel expenses of any mediator.

22. Waiver of Final Declaration of Disclosure. The parties have previously prepared

and exchanged preliminary statements of disclosure pursuant to Family Code Section 2104; the parties have completed and exchanged a current income and expense declaration; each of the parties waives the final statement of disclosure and the requirements of Family Code Sections 2105(a) and (b).

23. General Provisions.

A. This Agreement shall be binding on the heirs, executors, administrators and assigns of the parties.

B. In the event any provision of this Agreement is found by a court to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

C. This Agreement may not be altered, amended or modified by the parties, except by an instrument in writing executed by both of them.

D. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties relating to the rights and obligations arising out of their marriage. This Agreement contains the entire agreement of the parties.

THIS AGREEMENT is effective and binding as of the day and year first above written.

**HUSBAND**

Dated: March \_\_, 2008.

SIGNATURE FOLLOWS ON NEXT PAGE

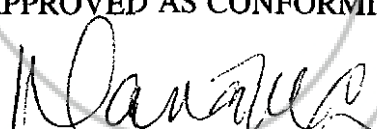
\_\_\_\_\_  
**DANNY WELLS**


**WIFE**

April 3, 2008  
Dated: ~~March XXXX, 2008~~

  
\_\_\_\_\_  
**SANDRA FUHRER WELLS**

APPROVED AS CONFORMING TO THE AGREEMENT OF THE PARTIES:

  
\_\_\_\_\_  
DANA M. CROM  
Attorney for Husband

  
\_\_\_\_\_  
FREDERICK G. WOOD  
Attorney for Wife

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**THIS AGREEMENT is effective and binding as of the day and year first above written.**

**HUSBAND**

Dated: ~~March~~ <sup>April</sup> 2, 2008.

  
\_\_\_\_\_  
**BANNY WELLS**

**WIFE**

Dated: March \_\_\_\_\_, 2008.

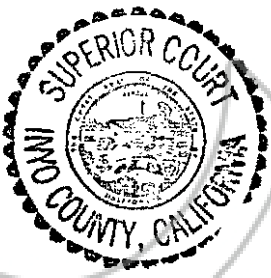
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**SANDRA FUHRER WELLS**

**APPROVED AS CONFORMING TO THE AGREEMENT OF THE PARTIES:**

\_\_\_\_\_  
**DANA M. CROM**  
Attorney for Husband

\_\_\_\_\_  
**FREDERICK G. WOOD**  
Attorney for Wife

COPY



The foregoing instrument is a true and correct copy of the original on file in this office.

Attest NOV 06 2008

NANCY \_\_\_\_\_, Deputy Clerk of the Superior Court of the State of California, County of Inyo

By [Signature], Deputy Clerk