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Assessor's Parcel Number: _____

Recording Requested By:

Name: LARRY MARTIN

✓ Address: P.O. Box 290

City/State/Zip GENOA, NV 89411

Real Property Transfer Tax:

DOC # 0802883
05/23/2012 09:28 AM Deputy: AR

OFFICIAL RECORD

Requested By:
LARRY MARTIN

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 12 Fee: 25.00
BK-0512 PG- 5221 RPIT: 0.00



\$ _____

Separate Maintenance Agreement

(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.

SEPARATE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this 11 day of May, 2012, by and between, LAURENCE RICHARD MARTIN, hereinafter referred to as the "Husband", and LISA ANNE WALKER, hereinafter referred to as the "Wife".

As the basis for this Agreement, Husband and Wife recite as follows:

I. STATUS OF THE PARTIES AND PURPOSE OF AGREEMENT

WHEREAS, the parties were married on September 9, 2002 in Los Gatos, California, and ever since that time have been, and now are, husband and wife; and

WHEREAS, there are no minor children the issue of the parties.

WHEREAS, the parties desire by this agreement to obtain a Decree of Separate Maintenance pursuant to NRS 123.080 and to settle and adjust as provided herein, their property rights and obligations and issues of support arising by reason of said marriage; and

WHEREAS, the parties have represented to each other that they know of no obligations or debts of any kind or nature for which the other would be liable, except as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

II. INCOME, PROPERTY AND OBLIGATIONS

Income: The parties agree Husband is 63 years old, is a self-employed real estate broker, licensed in the states of California and Nevada. He receives monthly Social Security benefits from the US Government of \$996.00, and approximately \$2,000.00 per month from farm and equipment sales. Not including unpaid sums for management and skilled labor provided to Hill Properties and Investments, Inc., hereinafter referred to as "HP&I," Husband's yearly income in 2010 was approximately \$33,000. Husband's income is expected to increase substantially over the coming year. Wife's income in 2011 was approximately \$133,000.00. She currently works as a Registered Nurse in the NICU department at Good Samaritan Hospital, 2425 Samaritan Drive, San Jose, CA 95030-0532. Her estimated yearly income for 2012 is approximately \$56,000.00.

Length of Separation. The parties agree they will be separated for a one year period beginning from the date wife moved from the marital residence, on February 3, 2012, subject to conditions herein.

As of the signing of this Agreement, the following property and debts will be the sole and separate debt and property of the party taking same.

Marital Home. The marital home has been bought, as is, by Husband from HP&I., whose majority stockholder is Wife. The value received by Husband in the above specified transaction has satisfied all unpaid moneys due him from HP&I, and no future compensation to him is required from Wife or HP&I.

Pension. Wife has a 401 K with Fidelity in the amount of \$15,567.00; a corporate 401 K in her name, with Charles Schaub in the amount of \$772.00; a retirement annuity with Thrivent in the amount of \$9,033.00; and a self-directed IRA with Entrust in the amount of \$122,674.00, all of which she will retain as her sole and separate property, and to which Husband will have no remaining past, present or future interest in, claims upon or rights to. Husband will retain his Social Security benefits, his farm and equipment sales income, and all his future earnings as his sole and separate property, to which Wife will have no remaining past, present or future interest in, claims upon or rights to.

Health Insurance. For valuable consideration having been received by Wife, for as long as the parties are married, or until Husband is providing his own health insurance benefits; Wife agrees to provide Husband with health and eye care insurance benefits through her employee health insurance benefits plan, as "additionally insured," providing said benefits are available at nominal or no additional costs to her. Wife agrees to provide to Husband, in a timely manner, all information and documentation necessary to claim said benefits.

Vehicles. Wife, being sole owner in title, will retain the 2010 Honda CRV vehicle, and shall be solely responsible for all its loan and insurance payments. As a condition of this agreement, Wife agrees to release her interest in title to Husband, and he will retain the 2002 Toyota Sequoia vehicle. He shall be solely responsible for all its insurance payments.

Personal Property. Husband will retain his furniture, kitchen equipment and cookware, household items, shop mechanic and wood working tools, sports equipment, computers, software, guitars, and electronic sound equipment which are his separate property. Wife will retain her furniture, kitchen equipment and cookware, household items, sports equipment, computers, software, and the Yamaha teacher's piano which are her separate property. All other items will be equitably divided pursuant to the parties' agreement.

Stocks and Bonds and Savings. Husband and Wife will retain their respective Stocks, Bonds and Savings which are in their respective names, as their sole and separate property, with no remaining past, present or future interest in, claims upon or rights to, the other's.

Debt. Each party will retain their own credit card debt. Husband has no credit cards and no debt. Wife has a Capital One credit card with a balance of \$2,300.00, and a car loan, specified above, with a remaining balance of approximately \$17,000.00.

Taxes. The parties will file separate taxes for 2012 and thereafter and will be solely responsible for their own taxes or refund.

Joint Checking Account. The parties agree to maintain a joint checking account at Wells Fargo Bank. Each party shall have equal, autonomous access to no more than 50% of the account's available funds, for the convenient distribution of jointly owned cash assets until all jointly owned assets and personal

property have been sold or otherwise distributed. The parties agree to equally maintain a minimum balance of \$100.00 in said account, until the final distribution.

III. ALIMONY

The parties have been married for 9 years. Neither party desires to claim any future, continuing monetary support from each other. Each party will be solely responsible for their own medical bills and financial obligations with no rights of recovery from each other, except as otherwise provided for in this agreement.

IV. GENERAL PROVISIONS

A. Future Earnings and Acquisitions:

All income, earnings or other property received or acquired by either party to this Agreement on or after the date of execution of this Agreement shall be the separate property of the parties as provided by law.

B. Relinquishment of Claims in Estates and Trusts:

Each party hereto relinquishes, releases and quitclaims forever any and all rights or interest or claims in or to the other party's estate, or any part thereof, by succession or otherwise, in the event of his or her death, including any right to letters of administration thereon.

Each party relinquishes, releases and quitclaims forever any and all rights or interests or claims in or to any beneficial interest in any trust created for the benefit of any party to this agreement.

C. Interference:

Husband and Wife each agree as follows:

1. Not to annoy, harass, embarrass, disparage, denigrate or interfere with the other in any way;
2. Not to interfere with the employment or business activities of the other;
3. Not to interfere with the use, ownership, enjoyment or disposition of any property now owned or hereafter acquired by the other;

D. Attorney's Fees and Costs.

The parties shall each pay their respective attorney fees for this uncontested separation. Should this matter become contested or result in a divorce action, the parties will each pay their respective attorney fees and costs. If one of the parties brings an action related to the subject matter of this Agreement, the Court shall have the power to award attorney's fees against the party who failed to abide by this Agreement as well as other reasonable and necessary costs.

E. Execution of Other Documents.

Husband and Wife shall each, concurrently herewith, or at any time hereafter on the demand of the other, execute any other documents or instruments and do or cause to be done any other act or thing that may be necessary or convenient to carry out the intents and purposes of this Agreement.

F. Containment of Entire Agreement Herein.

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

G. Successors and Assigns:

This Agreement, except as otherwise provided herein, shall be binding on, and shall inure to the benefit of, the respective legatees, devisees, heirs, executors, administrators, assigns and successors in interest of the parties.

H. Survival of Obligations.

The obligations of each party hereunder shall survive his or her death and shall constitute a charge on his or her estate.

I. Reconciliation.

In the event of reconciliation and resumption of the marital relationship between the parties and they are living together under one roof; the provisions of this Agreement, for settlement of property rights, shall, nevertheless, continue in full force and effect without abatement of any term or provision hereof, except as provided by written agreement duly executed by each of the parties after the date of reconciliation.

As a condition for reconciliation, Husband agrees that he shall be solely responsible to timely pay all household expenses including, rent, utilities,

property taxes, if any, insurance, food, supplies and household maintenance for as long as the marriage remains reconciled.

J. Governing Law:

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

K. Notices.

Notices hereunder shall be in writing and given by mail, addressed to the parties as follows:

Wife: Lisa Ann Walker, 16166 Los Gatos Almaden Road, Los Gatos Ave 95032. Mailing address: P.O. Box 35532 Monte Sereno, CA 95030-0532

Husband: Laurence Richard Martin, 1140 East Valley Road, Gardnerville NV 89410. Mailing Address P.O. Box 290, Genoa, NV 89411-0290

The parties may give written notice of a change of address in the manner set forth for other notices hereunder.

L. Incorporation of Prior Agreements.

This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be changed, canceled or added to except by an agreement in writing signed by the parties hereto.

M. Partial Invalidity.

In the event any provision of this Agreement is declared invalid, then the remaining portions of this Agreement shall remain in full force and effect.

N. Incorporation in Decree of Divorce.

The parties agree that this Agreement shall, at the request of the other party, be submitted to the Court for approval and, if approved, may be incorporated and merged in any judgment or decree of separate maintenance rendered by the court having jurisdiction of any divorce proceeding between the parties. Further this Agreement will be attached as an Exhibit to any Complaint for Divorce should either party decide to pursue that avenue.

O. Agreement Executed Without Coercion.

Each party hereto acknowledges that each of them is making this Agreement of his or her own free will and volition, and acknowledges that no coercion, force, pressure, or undue influence has been used against either party in the making of this Agreement, either by the other party to this Agreement or by any other person or persons.

P. Waivers.

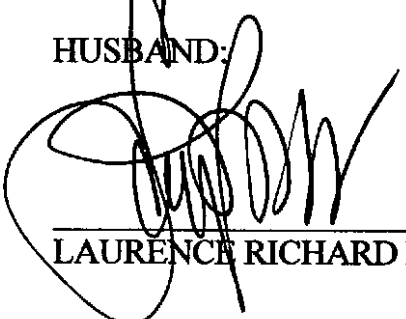
The waiver by Husband and Wife of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or another provision of this Agreement.

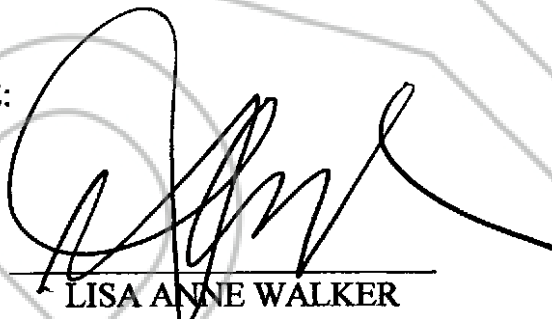
Q. Representation by Counsel.

Each party hereto has had the opportunity to be represented by an attorney and/or accountant in the negotiation and preparation of this Agreement and is completely aware, not only of the contents, but its legal affect. Neither party has chosen to be represented by an attorney and/or accountant in the preparation of this Agreement.

HUSBAND:

WIFE:





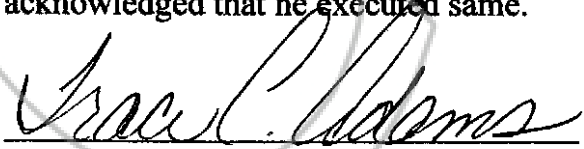
LAURENCE RICHARD MARTIN

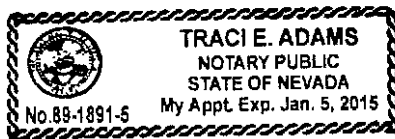
LISA ANNE WALKER

VERIFICATION and ACKNOWLEDGEMENT

STATE OF NV)
) ss.
Gardnerville, NV)

On this 11th day of May, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared, Laurence Richard Martin, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed same.


NOTARY PUBLIC



SAN JOSE
Los Gatos, CA

On this 17 day of MAY, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared, Lisa Anne Walker, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed same.

Avtar S. Nat
NOTARY PUBLIC

