

AGREEMENT

THIS AGREEMENT, made and entered into this 29<sup>th</sup> day of June, 1965, by and between EMMA R. FOREMASTER, First Party, ROBERT C. FOREMASTER, Second Party, JOHN R. FOREMASTER, Third Party, and ALICE F. FORSYTH, Fourth Party,

W I T N E S S E T H:

The parties hereto enter into the following agreement with reference to the following facts:

1. EMMA R. FOREMASTER, First Party, is the mother of the Second, Third and Fourth Parties, the late CARL FOREMASTER being the husband of First Party and father of Second, Third and Fourth Parties.

2. It is the desire of First Party to make an inter vivos disposition of all of her properties to her children above named.

3. It is the desire of all of the parties hereto that certain oral understandings and agreements previously entered into by them be formalized and reduced to writing.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, it is hereby mutually understood and agreed by and between the parties hereto as follows:

I.

First Party has made, executed and delivered to the Second, Third and Fourth Parties a Quitclaim Deed conveying to the said Second, Third and Fourth Parties that certain parcel of land situate in the County of Lincoln, State of Nevada, more particularly described in such deed, a copy of which is marked Exhibit "A" and is attached hereto and made a part hereof. This property is generally referred to as the "Foremaster ranch and service station property". It is specifically understood that, although this property has been conveyed to the Second, Third and Fourth Parties as aforesaid, nevertheless a portion thereof

1 containing two (2) acres more or less and known generally as the  
2 "Alko Cafe property" is understood to be owned by ROBERT C.  
3 FOREMASTER. Situated on this 2-acre parcel is what is commonly  
4 known as the well house, bulk plant, oil house, service station,  
5 cafe and motel, and it is agreed that as soon as a survey can be  
6 made of such parcel the Third and Fourth Parties will convey such  
7 parcel to the said Second Party; that a sketch of such parcel with  
8 the portion to be conveyed to the Second Party as under the terms  
9 of this paragraph provided, outlined in ink, is marked Exhibit  
10 "B" and attached hereto and made a part hereof.

11 II.

12 It is further understood and agreed that the remaining  
13 property conveyed to the Second, Third and Fourth Parties by  
14 Exhibit "A" shall be the property of said Second, Third and Fourth  
15 Parties, save and except that all income derived therefrom shall  
16 go to First Party during her lifetime. In the event of a sale of  
17 such property, Third and Fourth Parties shall reimburse Second  
18 Party for any expense he has gone to in placing improvements on  
19 such property. In the event of a sale of such property, one-fourth  
20 (1/4) of the proceeds of such sale shall go to First Party.

21 III.

22 First Party has conveyed to Second Party a home and lot  
23 in Alamo, Nevada, a copy of which deed is marked Exhibit "C" and  
24 is attached hereto. It is understood and agreed that such deed  
25 shall be delivered to RALPH L. DENTON of the firm of DENTON, MONSEY  
26 & ROGERS, 2263 Eighth Way, Las Vegas, Nevada, to be delivered by  
27 the said RALPH L. DENTON to Second Party upon the death of First  
28 Party and in the event of the delivery of such deed to Second  
29 Party as aforesaid, Second Party agrees to pay to Third and Fourth  
30 Parties one-third (1/3) each of the value of such property upon  
31 such terms and conditions as may be agreed upon by Second, Third  
32 and Fourth Parties. In the event the said Second, Third and Fourth

1 Parties can not agree upon the value to be paid hereunder and the  
 2 terms of such payment, each of the Second, Third and Fourth Parties  
 3 shall appoint an arbitrator to determine the sums to be paid the  
 4 said Third and Fourth Parties and the terms upon which such pay-  
 5 ments shall be made and the decision of such board of arbitrators  
 6 shall be final, conclusive and binding on the said Second, Third  
 7 and Fourth Parties. Such board of arbitrators shall give credit  
 8 to Second Party for any sums of money that he has expended in the  
 9 original acquisition of such property or the placing of improve-  
 10 ments thereon.

11 It is further understood and agreed that the said RALPH  
 12 L. DENTON shall return such deed to the First Party upon demand  
 13 of First Party at any time during her lifetime.

14 DATED this 29 day of June, 1965.

15  
 16 FIRST PARTY: Emma R Foremaster  
 EMMA R. FOREMASTER

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 18 SECOND PARTY: Robert C Foremaster  
 19 ROBERT C. FOREMASTER

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 21 THIRD PARTY: John R Foremaster  
 22 JOHN R. FOREMASTER

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 24 FOURTH PARTY: Alice F Forsyth  
 ALICE F. FORSYTH

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DENTON, MONSEY,  
 WINNE & BOGGS  
 ATTORNEYS AT LAW  
 DENMAR BUILDING  
 2643 EIGHTH WAY  
 LAS VEGAS, NEVADA

QUITCLAIM DEED

In consideration of the sum of FIVE (\$5.00) DOLLARS, receipt of which is hereby acknowledged, the undersigned, EMMA R. FOREMASTER, does hereby quitclaim to ROBERT C. FOREMASTER, JOHN R. FOREMASTER and ALICE S. FORSYTH, as joint tenants with right of survivorship and not as tenants in common, all that property situate in the County of Lincoln, State of Nevada, more particularly described as follows:

Township 6 South, Range 61 East, M. D. B. & M.:  
East of Center Drain Ditch and South and West of Highway 93 in the SW 1/4 SW 1/4 of Section 29 and in the NW 1/4 NW 1/4; NE 1/4 NW 1/4; and in SE 1/4 NW 1/4 of Section 32.

Together with all water rights, grazing rights, improvements thereon and appurtenances thereto.

DATED this \_\_\_\_\_ day of June, 1965.

EMMA R. FOREMASTER

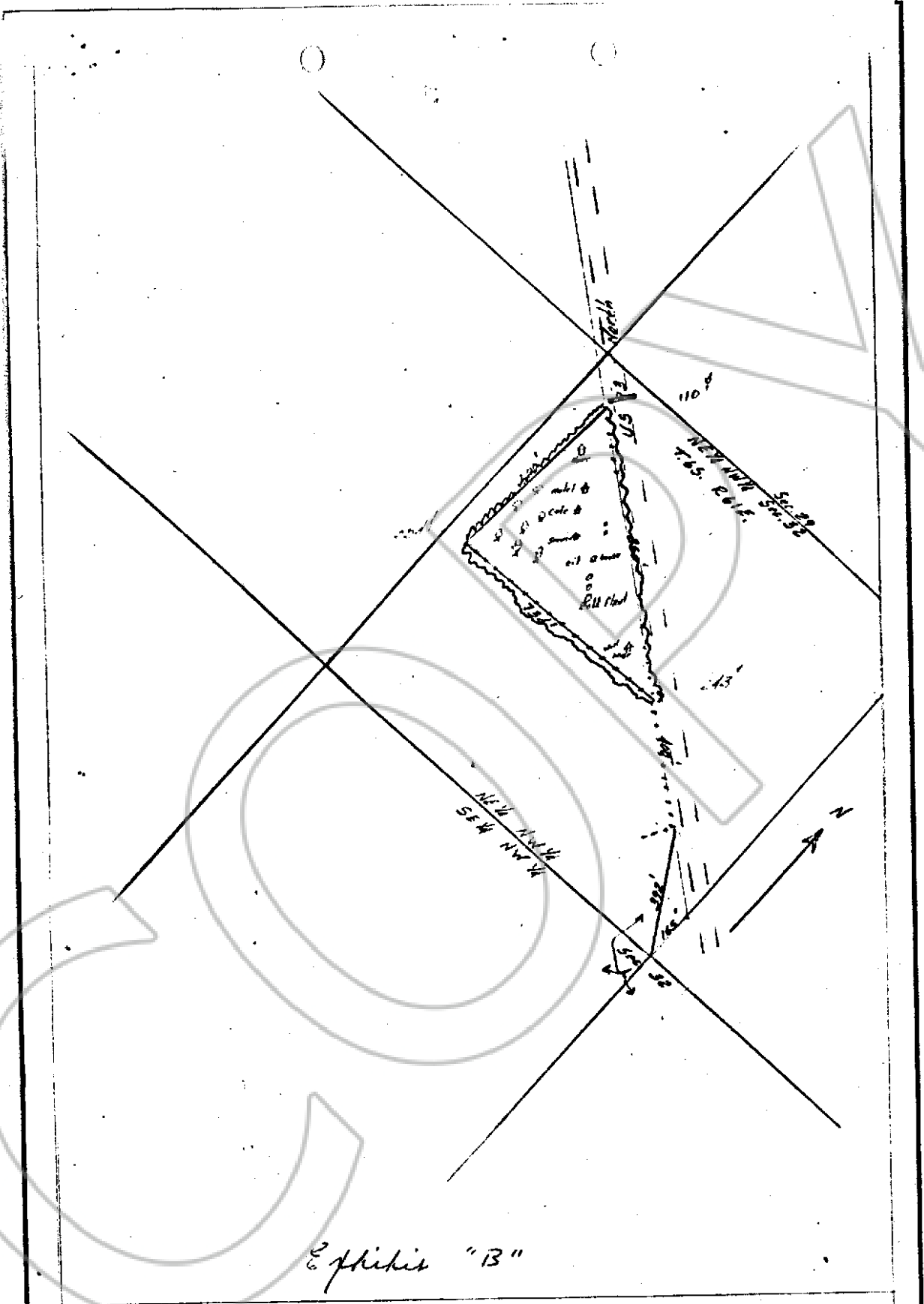
STATE OF NEVADA)  
:SS  
COUNTY OF CLARK)

On this \_\_\_\_\_ day of June, 1965, personally appeared before the undersigned, a Notary Public in and for said County and State, EMMA R. FOREMASTER, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC in and for  
said County and State.

DENTON, MONKEY,  
WENNE & BODINE  
ATTORNEYS AT LAW  
DENHAM BUILDING  
830 S. SIXTH WAY  
LAS VEGAS, NEVADA

*Explicit "A"*



*Epititis "B"*

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QUITCLAIM DEED

In consideration of the sum of FIVE (\$5.00) DOLLARS, receipt of which is hereby acknowledged, the undersigned, EMMA R. FOREMASTER, does hereby quitclaim to ROBERT C. FOREMASTER all that property situate in the Town of Alamo, County of Lincoln, State of Nevada, more particularly described as follows:

Part of Lots 3 and 4, Block 66, of Alamo Town, together with house and improvements thereon.

DATED this \_\_\_\_\_ day of June, 1965.

\_\_\_\_\_  
EMMA R. FOREMASTER

STATE OF NEVADA)  
                  :SS  
COUNTY OF CLARK)

On this \_\_\_\_\_ day of June, 1965, personally appeared before the undersigned, a Notary Public in and for said County and State, EMMA R. FOREMASTER, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

\_\_\_\_\_  
NOTARY PUBLIC in and for  
said County and State.

*Ephie "C"*

54687

DENTON, MONSEY,  
WINNE & ROGERS  
ATTORNEYS AT LAW  
DENHAM BUILDING  
888 EIGHTH WAY  
LAS VEGAS, NEVADA

No. \_\_\_\_\_  
FILED AND RECORDED AT REQUEST OF  
Ralph Denton  
July 22, 1974  
AT 1 MINUTES PAST 3 O'CLOCK  
P.M. IN BOOK 10 OF OFFICIAL  
RECORDS, PAGE 586-591 LINCOLN  
COUNTY, NEVADA.

*[Signature]*  
COUNTY RECORDER