

IN THE SUPREME COURT OF THE STATE OF NEVADA

MATT KLABACKA, Distribution Trustee
of the Eric L. Nelson Nevada Trust
dated May 30, 2001,

Appellant/Cross Respondent.

vs.

LYNITA SUE NELSON, Individually and
in her capacity as Investment
Trustee of the LSN NEVADA TRUST
dated May 30, 2001; and ERIC L.
NELSON, Individually and in his
capacity as Investment Trustee of
the ELN NEVADA TRUST dated May 30,
2001;

Respondents/Cross-Appellants.

MATT KLABACKA, as Distribution
Trustee of the Eric L. Nelson
Nevada Trust dated May 30, 2001,

Appellants,

vs.

ERIC L. NELSON; LYNITA SUE NELSON,
INDIVIDUALLY; AND LSN NEVADA TRUST
DATED MAY 30, 2001,

Respondents.

Supreme Court Case No. 66772
District Court Case No. D-411537

Electronically Filed
May 04 2016 10:45 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

Consolidated With:
Supreme Court Case No. 68292

RECORD ON APPEAL
VOLUME 31

MARK A. SOLOMON, ESQ.
Nevada State Bar No. 0418
JEFFREY P. LUSZECK, ESQ.
Nevada State Bar No. 9619
SOLOMON DWIGGINS & FREER, LTD.
Cheyenne West Professional Centre'
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Attorney for Appellant

Supreme Court Case 66772 Consolidated with 68292 In the Matter of:
Kalbacka v. Nelson et al.

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Supreme Court Case 66772 Consolidated with 68292 In the Matter of:
Kalbacka v. Nelson et al.

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**Application for Assessment and
Taxation of Agricultural Land
1969 Farmland Assessment Act**

Farmland Assessment Act
UCA 59-2-501 TO 515

Rev. 6/03

To Be Typed or Printed in Ink

Date: 9/19/07

Owner(s): ERIC FLYNN NELSON

Mailing Address: 7005 PALMYRA AVENUE State: NV Zip: 89117

Lessee (if applicable): LAS VEGAS

Lessee's Mailing address: _____ State: _____ Zip: _____

If the Land is leased, please provide the dollar amount per acre of the rental agreement. \$ _____ per acre

County: Iron

Property Serial Number(s): C-646-1, C-646-13, C-646, C-646-4, C-646-4-1, C-646-4-2

	Acres	Acres	Acres
Irrigated Crop Land		Dry Land tillable	
Irrigated Pasture		Orchard	
Wet Meadow		Grazing Land	
		Other (specify) <u>Homesite</u>	
		Total Acres included in this application	<u>180</u>

Complete legal description(s) (attach additional pages if necessary):

See Attached

NOCHANGES

*Please Note: Transfer hrs Between
husband + wife*

I certify: (1) THE FACTS SET FORTH IN THIS APPLICATION ARE TRUE. (2) The agricultural land covered by this application constitutes no less than five contiguous acres exclusive of homesite and other non-agricultural acreage (see Utah Code 59-2-503 for waiver). (3) The land is currently devoted to agricultural use and has been so devoted for two successive years immediately preceding the tax year for which valuation under this act is requested. (4) The land produces in excess of 50 percent of the average agricultural production per acre for the given type of land and the given county or area. (5) I am fully aware of the five-year rollback tax provision which becomes effective upon a change in use or other withdrawal of all or part of the eligible land. I understand that the rollback tax is a lien on the property until paid and that the application constitutes consent to audit and review. I understand that I must notify the county assessor of a change in land use to any non-qualifying use, and that a penalty of the greater of \$10 or 2 percent of the computed rollback tax due for the last year will be imposed on failure to notify the assessor within 120 days after change in use.

Corporate name: _____

Owner

X

Date

9-1

Owner

X

Date

9-1

00561794

Farmland Assessment App B: 1108 P: 760
Patsy Cutler Iron County Recorder
10/17/2007 09:56:57 AM By ERIC NELSON/ASSESSOR

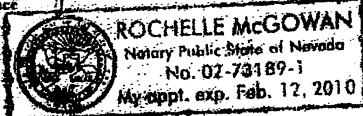
Fee \$17.00
Page 1 of 2

Notary signature

Date subscribed and sworn

9/19/07

Place notary stamp in this space



The herein application is:

☒ Approved (subject to review) ☐ Denied

By: _____

County Assessor

Date: October 5, 2007

Application by the owner must be filed on or before May 1, of the current tax year.

BBBBB

AAPP 7490

Parcel Number - Legal Descriptions:

60 Acres: C-0644-1

ALL LOT 25 & W1/2 LOT 26, SEC 30, T36S, R8 W, SLM.

40 Acres: C-0646

ALL SEC LOT 4, SEC 31, T36S, R8W, SLM.

40 Acres: C-0646-4

PARCEL 7: SW1/4 SEC LOT 11 & NW1/4 SEC LOT 18, SEC 31, T36S, R8W, SLM;
ALSO N1/2 SEC LOT 10 SEC 31, T36S, R8W, SLM: SUBJ TO & TOG W/66 FT WIDE
RD AND UTIL R/W DESC

40 Acres: C-646-4-2

N1/2 SEC LOT 12, SEC 31, T36S, R8W, SLM; SUBJ-TO & TOG W/66 FT RD & UTIL
EASE DESC REC BK 770/547; N1/2 SEC LOT 11, SEC 31, T36S, R8W, SLM; SUBJ
TO & TOG W/66 FT

Owned By Paul/ Nola Harber:

20 Acres: C-064-4-3

SE1/4 SEC LOT 11 & NE1/4 SEC LOT 18, SEC 31, T36S, R8W, WLM; SUBJ TO &
TOG W/ DESC REC BK 956/472

100 Acres: C-0646-4-1

PARCEL 1: E1/2 OF SEC LOT 26, SEC 30, T36S, R8W, SLM; SUBJ TO & TOG W/ 66
FT WIDE RD & UTIL R/W BE 33 FT ON EACH SIDE OF DESC PROP REC BK
544/599. PARCEL 2: E1/2

00561794

Farmland Assessment App B: 1108 P: 761
Patsy Cutler, Iron County Recorder
10/17/2007 09:56:57 AM By ERIC NELSON/ASSESSOR

Fee \$17.00
Page 2 of 2



20070328-0003565

APN: 163-13-205-001
Affix R.P.T.T. Exception #7

WHEN RECORDED MAIL TO and MAIL TAX
STATEMENT TO:

ERIC L. NELSON NEVADA TRUST
C/O NELSON & ASSOCIATES
3611 SOUTH LINDELL ROAD, SUITE 201
LAS VEGAS, NV 89103

Fee: \$16.00 RPTT: EX#007
N/C Fee: \$0.00

03/28/2007 14:04:09
T20070054598

Requestor:
CHICAGO TITLE

Debbie Conway
Clark County Recorder

ADF
Pgs: 4

ESCROW NO: ACCOM

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That
Lynita Sue Nelson, Trustee of the LSN Nevada Trust u/a/d 5/30/01

in consideration of \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to
Lynita Sue Nelson, Trustee of the LSN Nevada Trust u/a/d 5/30/01 as to an undivided 50% interest and Eric L. Nelson, Trustee of the Eric L. Nelson Nevada Trust u/a/d 5/30/01 as to an undivided 50% interest

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to: 1. Taxes for the current fiscal year, paid current.
2. Conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Witness my/our hand(s) this 22 day of March 07

The LSN Nevada Trust u/a/d 5/30/01

By: Lynita Sue Nelson, Trustee

THIS IS BEING RECORDED AT THE
REQUEST OF CHICAGO TITLE AS
AN ACCOMMODATION ONLY
WITH NO LIABILITY

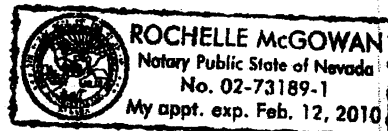
STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 22nd Day of March 2007
appeared before me, a Notary Public,

Lynita Sue Nelson, Trustee of the

LSN Nevada Trust n/a/d 5/30/01

personally known or proven to me to be
the person(s) whose name(s) is/are
subscribed to the above instrument, who
acknowledged that he/she/they executed
the instrument for the purposes therein
contained.



Rochelle McGowan
Notary Public

My commission expires: Feb. 12, 2010

EXHIBIT A

That portion of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 13, Township 21 South, Range 60 East, M.D.M., described as follows:

Lot One (1) of that certain Parcel Map on file in File 86 of Parcel Maps, Page 73, in the Office of the County Recorder, Clark County, Nevada recorded September 06, 1996 in Book 960906 as Document No. 01660, Official Records.

**State of Nevada
Declaration of Value**

1. Assessor's Parcel Number(s)

- a) 163-13-205-001
- b)
- c)
- d)

2. Type of Property:

- a) ☐ Vacant Land
- b) ☐ Single Fam. Resi
- c) ☐ Condo/Twnhse
- d) ☐ 2-4 Plex
- e) ☐ Apt. Bldg.
- f) ☒ Comm'l/Ind'l
- g) ☐ Agricultural
- h) ☐ Mobile Home
- i) ☐ Other

FOR RECORDER'S OPTIONAL USE ONLY

Documentation/Instrument # _____
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

3. Total Value/Sales Price of Property:

\$

Deed in Lieu of Foreclosure Only (value of property): ()

Transfer Tax Value:

\$

Real Property Transfer Tax Due:

\$

4. If Exemption Claimed:

a. Transfer Tax Exemption, per NRS 375.090, Section: Exemption #7

b. Explain Reason for Exemption: Transfer from spousal trust to spousal trust

5. Partial Interest: Percentage being transferred: 50%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____
Signature: _____

Capacity: _____ Grantor
Capacity: _____ Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: LSN Nevada Trust
Address: 3611 South Lindell Road, Suite 201
City: Las Vegas
State: NV Zip: 89103

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Eric L. Nelson Nevada Trust
Address: 3611 South Lindell Road, Suite 201
City: Las Vegas
State: NV Zip: 89103

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Chicago Title
Address: 3980 Howard Hughes Parkway
City/State/Zip: Las Vegas, NV 89169

Mail Tax Notice to: Nelson Family Trust
3335 Sisk Rd.
Las Vegas, NV 89108

00536207 Bk01049 P#00661-00661

PATSY CUTLER - IRON COUNTY RECORDER
2006 AUG 21 15:15 PM FEE \$10.00 BY PTO
REQUEST: CEDAR LAND TITLE INC

Water Deed

Order No.: 25112

Lynita Sue Nelson, Trustee of the Nelson Trust, Grantor
of: Las Vegas, State of Nevada

hereby GRANTS TO

Clarence C. Nelson and Jeanette Nelson, Trustees of the Nelson Family Trust dated May 31, 2001,
Grantee
of: Las Vegas, State of Nevada

for the sum of (\$10.00) Ten Dollars and other good and valuable considerations the following described tract
of water in Iron County, State of Utah, to-wit:

One-Quarter (0.25) Acre feet of underground water from Water User Claim Number 61-1057.

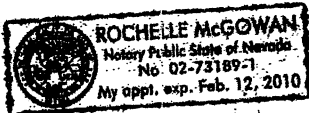
WITNESS the hand of said Grantor, July 31, 2006

Nelson Trust


Lynita Sue Nelson, Trustee

County of Clark)
State of Nevada) ss.

On the 15 day of August, 2006, personally appeared before me, Lynita Sue Nelson, the signer of
the within instrument who duly acknowledged before me that she executed the same.




NOTARY PUBLIC

Residing in: Las Vegas, NV

**State of Nevada
Declaration of Value**

1. Assessor's Parcel Number(s)

a) 161-21-803-007

b)

c)

d)

2. Type of Property:

- a) ☒ Vacant Land b) ☐ Single Fam. Resi
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☐ Comm'/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Documentation/Instrument #: _____

Book: _____ Page: _____

Date of Recording: _____

Notes:

TRUST SOL

3. Total Value/Sales Price of Property:

\$

Deed in Lieu of Foreclosure Only (value of property): ()

Transfer Tax Value:

\$

Real Property Transfer Tax Due:

\$

4. If Exemption Claimed:

a. Transfer Tax Exemption, per NRS 375.090, Section: 03

b. Explain Reason for Exemption: Transfer from wife's trust back to husband's trust to relinquish any interest grantor may have acquired through 20050105-0004265 which was recorded.

5. Partial Interest: Percentage being transferred: ____%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____

Signature _____

Capacity Grantor Grantee

Capacity Grantee Grantor

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: LSN Nevada Trust

Address: 3611 S. LINDELL RD. STE 201

City: LAS VEGAS

State: NV Zip: 89103

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Eric L. Nelson Trust

Address: 3611 S. LINDELL RD. STE 201

City: LAS VEGAS, NV

State: NV Zip: 89103

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Chicago Title

Address: 3980 Howard Hughes Parkway

City/State/Zip: Las Vegas, NV 89169

Escrow #: 06014981-079

2013

RECORDING REQUESTED BY:
Westland Title Agency Of Arizona

AND WHEN RECORDED MAIL TO:

Eric L. Nelson
3611 S. Lindell Road #201
Las Vegas, NV 89103

Official
Document

3/3/04/219377

Escrow No. 04-00619-02

(25)

This area reserved for County Recorder

WARRANTY DEED

AFFIDAVIT EXEMPT
PURSUANT TO
ARS 11-1134 03

For the consideration of Ten Dollars, and other valuable considerations, I or we,

Lynita S. Nelson, wife of Eric L. Nelson

do/does hereby convey to

Eric L. Nelson, husband of Lynita S. Nelson dealing with his sole and separate property

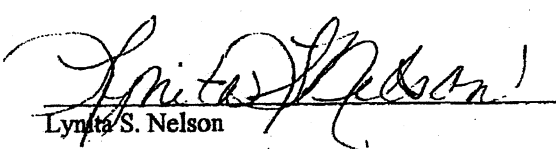
the following real property situated in Maricopa County, Arizona:

Lots 6 and 7, BONANZA INDUSTRIAL, according to the plat recorded in Book 102 of Maps,
page 26, records of Maricopa County, Arizona.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way,
encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And I or we do warrant the title against all persons whomsoever subject to the matters set forth above.

Dated: February 23, 2004


Lynita S. Nelson


STATE OF Nevada)

COUNTY OF Clark)

SS.

This instrument was acknowledged before me this 26 day of February 2004
by Lynita S. Nelson

My Commission Expires: Feb. 5, 2006


Notary Public

Return to:

CC: _____ WO: _____

00459839 Bk00844 Pg00808-00810

PATSY CUTLER - IRON COUNTY RECORDER
2003 JAN 28 11:18 AM FEE \$17.00 BY DBJ
REQUEST: UTAH POWER & LIGHT/KENDALL CRIP

RIGHT OF WAY EASEMENT

For value received,

LYNITA SUE M/SJ

("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 5822 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchor, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over or under the surface of the real property of Grantor in Iron County, State of Utah, more particularly described as follows and as more particularly described and/or shown on Exhibit(s) attached hereto and by this reference made a part hereof:

A right of way 10 feet in width, being 5 feet on each side of the following described survey line:

Beginning on the north boundary line of the Grantor's land at a point 40 feet east, more or less, along the north lot line from the northwest corner of Lot 10 Section 31, T. 36 S., R. 8 W., S.L.M. thence S.49°06'E. 118 feet, more or less, thence S.27°06'E. 241 feet, more or less, thence S.27°42'E. 148 feet, more or less, thence S.73°07'E. 421 feet, more or less, thence S.49°41'E. 175 feet, more or less, to the south boundary line of said land and being in said Lot 10 of said Section 31.

Beginning in the above described survey line on the Grantor's land at a point 423 feet south and 308 feet east, more or less, from the northwest corner of Lot 10 Section 31, T. 36 S., R. 8 W., S.L.M. thence N.82°44'E. 142 feet, more or less, thence N.80°27'E. 129 feet, more or less, thence N.48°29'E. 103 feet, more or less, on said land being in said Lot 10 of said Section 31.

Beginning on a west boundary line of the Grantor's land at a point 83 feet north, more or less, along the west lot line from the southwest corner of Lot 11, Section 31, T. 36 S., R. 8 W., S.L.M., thence S.44°51'E. 195 feet, more or less, thence N.77°56'E. 49 feet, more or less, thence N.43°34'E. 59 feet, more or less, thence N.35°48'E. 242 feet, more or less,

AMYDOCS02EASBN1099648.1

thence N.41°08'E. 211 feet, more or less, thence N.25°19'E. 125 feet, more or less, thence N.32°44'E. 120 feet, more or less, thence N.41°45'E. 165 feet, more or less, thence N.45°18'E. 104 feet, more or less, thence N.33°22'E. 132 feet, more or less, thence N.36°27'E. 99 feet, more or less, thence N.56°38'E. 214 feet, more or less, thence N.59°14'E. 208 feet, more or less, N.66°14'E. 166 feet, more or less, thence N.71°10'E. 106 feet, more or less, thence N.88°39'E. 76 feet, more or less, thence S.82°32'E. 105 feet, more or less, thence S.69°45'E. 99 feet, more or less, S.71°21'E. 128 feet, more or less, thence S.72°10'E. 123 feet, more or less, thence S.71°54'E. 90 feet, more or less, thence S.67°30'E. 84 feet, more or less, thence S.61°56'E. 50 feet, more or less, thence S.67°57'E. 99 feet, more or less, thence S.77°22'E. 211 feet, more or less, thence N.88°39'E. 30 feet, more or less, thence N.74°54'E. 27 feet, more or less, thence N.0°07'E. 317 feet, more or less, to the north boundary line of said land being in Lots 11, 12, and 18 of said Section 31.

Beginning in the third above described survey line on the Grantor's land at a point 351 feet north and 510 feet west, more or less, from the southwest corner of Lot 11, Section 31, T. 36 S., R. 8 W., S.L.M., thence S.41°18'E. 374 feet, more or less, thence S.86°38'E. 154 feet, more or less, thence N.84°23'E. 183 feet, more or less, on said land and being in Lot 11 of said Section 31.

Assessor's Map No.

Tax Parcel No. C-646-4, C-646-4-2, C-646-4-3, #352945, #373917, #422045

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted. 00459839 Bk00844 Ps00809

C:\MYDOCS\02EASE\099648.1

Page 2 of 3

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

DATED this 4th day of Dec., 2002

[Signature]
Grantor(s)

[Signature]
Grantor(s)

[Signature]
Grantor(s)

[Signature]
Grantor(s)

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF Nevada
County of Clark

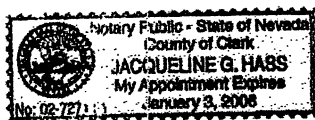
ss.

This instrument was acknowledged before me on this 9 day of Dec., 2002, by

_____, as _____ of

Jacqueline G. Hass
Notary Public

My commission expires: Jan. 3, 2006



00459839 Bx00844 Pg00810

Re _____

CC: _____

WO: _____

00459840 Bk00844 Pg00811-00812

PATSY CUTLER - IRON COUNTY RECORDER
2003 JAN 28 11:19 AM FEE \$13.00 BY DBJ
REQUEST: UTAH POWER & LIGHT/KENDALL CRIP

RIGHT OF WAY EASEMENT

For value received, Paul & Mola Hansen
("Grantor"), hereby grants to PacificCorp, an Oregon corporation, its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 622 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchor, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over or under the surface of the real property of Grantor in Iron County, State of Utah, more particularly described as follows and as more particularly described and/or shown on Exhibit(s) attached hereto and by this reference made a part hereof:

A right of way 10 feet in width, being 5 feet on each side of the following described survey line:

Beginning on an east boundary line of the Grantor's land at a point 83 feet north, more or less, along the east lot line from the southeast corner of Lot 10, Section 31, T. 36 S., R. 8 W., S.L.M., thence N.44°51'W. 95 feet, more or less, thence N.46°02'W. 112 feet, more or less, thence N.30°03'W. 234 feet, more or less, thence N.38°44'W. 145 feet, more or less, thence N.49°41'W. 31 feet, more or less, to a north boundary line of said land and being in Lot 10 of said Section 31.

Beginning on a south boundary line on the Grantor's land at a point 4 feet west, more or less, along the south lot line from the southwest corner of Lot 3, Section 31, T. 36 S., R. 8 W., S.L.M. thence N.0°07'E. 5 feet, more or less, on said land being in Lot 3 of said Section 31.

Assessor's Map No.

Tax Parcel No. C-646-4-1.#373909

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way and adjacent lands clear of

NYDOCS02EASEN099648.2

Page 1 of 2

all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted. The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

DATED this 26 day of Nov., 2002

Grantor(s)

Grantor(s)

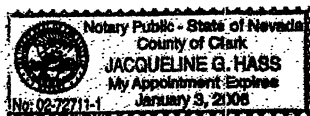
REPRESENTATIVE ACKNOWLEDGMENT

STATE OF Nevada ss.
County of Clark

This instrument was acknowledged before me on this 9 day of Dec., 2002, by

_____, as _____ of _____

00459840 BK00844 Pg00812



Jacqueline G. Hass
Notary Public
My commission expires: Jan 3, 2006

CSMYDOCS02EASEN1099648.2

Recording Requested by:
Lawyers Title of Nevada, Ltd.
Escrow No.: 99040852CN

After Recording, mail to:
Lynita Sue Nelson, Trustee
3611 S. Lindell Road
Las Vegas, Nevada 89103

19991130
01716
59
Affix R.P.T.T. \$165.25
APN: 138-25 -112-034

GRANT, BARGAIN, SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
THELMA E. SLAUGHTER, an unmarried woman

do(es) hereby Grant, Bargain, Sell and Convey to
LYNITA SUE NELSON, TRUSTEE OF THE NELSON TRUST, u/a/d July 13, 1993

the following described real property situate in the City of Las Vegas
County of Clark State of Nevada:

Lot Twenty-One (21) in Block Ten (10) of CHARLESTON HEIGHTS UNIT NO. 44-C, as shown by map
thereof on file in Book 5 of Plats, Page 75, in the Office of the County Recorder of Clark
County, Nevada.

EXCEPTING ALL the mineral, oil and gas rights, with no right of entry insofar as mineral,
oil and gas rights are concerned, as reserved in the Deed from Makaha Development Co.,
recorded March 18, 1963 as Document No. 346388 of Official Records.

SUBJECT TO:

1. Taxes for the fiscal year 99-00
2. Rights of way, reservations, restrictions, easements and conditions of record.

Together with all tenements, hereditaments and appurtenances thereunto belonging or
appertaining, and the reversion and reversions, remainder and remainders, rents, issues
profits thereof.

Dated this 27th day of September, 1999.

Thelma E. Slaughter
Thelma E. Slaughter

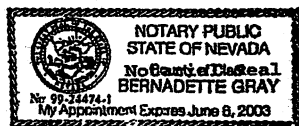
STATE OF NEVADA,)
COUNTY OF Clark) ss

On 11-22-99 personally
appeared before me, a Notary Public,
Thelma E. Slaughter

This area provided for Recorders' Use

personally known (or proved) to me to
be the person whose name is subscribed
to the above instrument who acknowledged
that S he executed the instrument.

Signature [Signature]
(Notary Public)



CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
LAWYERS TITLE OF NEVADA
11-33-1999 15:17 JYB 1
OFFICIAL RECORDS
BOOK: 991130 INST: 01716
FEE: 7.00 APT: 166.25

59

State of Nevada Declaration of Value

1. Assessor Parcel Number(s)
a) 138-25-112-034
b) _____
c) _____
d) _____

FOR RECORDER'S USE ONLY	
Documentation Reviewed by:	_____
Type of Documentation:	<u>settles state</u>
Assessor's Tag:	_____
Recording Deputy:	<u>Jo</u>

2. Type of Property:
a) _____ Vacant Land b) (X) Single Fam Res
c) _____ Condo/Twnhse d) _____ 2-4 Plex
e) _____ Apt. Bldg. f) _____ Comm'l/Ind'l
g) _____ Agricultural h) _____ Mobile Home
i) _____ Other

3. Total Value/Sales Price of Property:
Deduct Assumed Liens and/or Encumbrances
(Recording information on assumed amounts: _____)

\$ 66,274.83

Book/Instrument No. 1

4. Transfer Tax Value per NRS 375.010, Section 2:
Real Property Transfer Tax Due: _____

\$ 165.00 166.25

IF EXEMPTION CLAIMED:

- a) Transfer Tax Exemption, per NRS 375.090, Section: _____/NAC 375, Section: _____
b) Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned Seller (Grantor)/Buyer (Grantee), declares and acknowledges under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, disallowance of any claimed exemption, or other documentation of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1 1/2% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

SELLER (GRANTOR) INFORMATION

Seller Signature: Thelma E. Slaughter
Print Name: Thelma E. Slaughter
Address: 5913 Pebble Beach Blvd.
City: Las Vegas
State: Nevada
Telephone (optional): _____
Capacity: _____

BUYER (GRANTEE) INFORMATION

Buyer Signature: Lynda Slaughter
Print Name: Lynda Slaughter
Address: 3611 Lincoln
City: LV
State: NV
Telephone (optional): 227-0222
Capacity: _____

Company Requesting Recording

Company Name: LAWYERS TITLE OF NEVADA, INC.

Escrow No. _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

1716

Affix R.P.T.L. \$ EXEMPT 4

9 2 3 9 3 3 0 2 2 4 5

440-030-011

APN: 440-030-010

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That ALEDA NELSON, an unmarried woman; CARLENE NELSON, an unmarried woman; CLARENCE C. NELSON and JEANETTE NELSON, husband and wife; PAUL HARBER and NOLA HARBER, husband and wife; and PAUL NELSON and SUSAN NELSON, husband and wife; and ERIC L. NELSON AND LYNITA SUE NELSON, Trustees u/a/d May 23, 1991

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to

ERIC L. NELSON AND LYNITA SUE NELSON, TRUSTEE'S OF THE ERIC L. NELSON AND LYNITA SUE NELSON FAMILY TRUST DATED MAY 23, 1991.

all that real property situated in the _____ County of CLARK

State of Nevada, bounded and described as follows:

PARCEL I:

The East Half ($E\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section 19, Township 21 South, Range 60 East, M.D.B. & M.

PARCEL II:

The West Half ($W\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section 19, Township 21 South, Range 60 East, M.D.B. & M.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Witness our hand s this 9th day of September, 19 92

STATE OF NEVADA

SS.

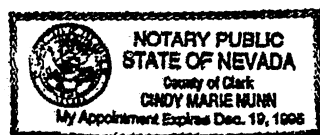
COUNTY OF CLARKOn September 9, 1992

personally appeared before me, a Notary Public,
ALEDA NELSON, CARLENE NELSON, CLARENCE
C. NELSON, JEANETTE NELSON, PAUL HARBER
NOLA HARBER, PAUL NELSON, SUSAN NELSON,
ERIC L. NELSON, TRUSTEE AND LYNITA SUE
NELSON, TRUSTEE
 who acknowledged that they executed the
 above instrument.

Signature

(Notary Public)

(Notarial Seal)



Aleda Nelson Carlene Nelson
Clarence C. Nelson Jeanette Nelson
Paul Harber Nola Harber
Paul Nelson Susan Nelson
Eric L. Nelson, Trustee Lynita Sue Nelson, Trustee

ESCROW NO. 76479-CN

ORDER NO.

WHEN RECORDED MAIL TO: ERIC L. NELSON,4550 W. Oakey Blvd., Las Vegas, NV 89102

CLARK COUNTY, NEVADA
 JOAN L. SWIFT, RECORDER
 RECORDED AT REQUEST OF:
 FIDELITY NATIONAL TITLE

09-30-92 16:08 RCL 1

OFFICIAL RECORDS

BOOK: 920930 INST: 02245

FEE: 5.00 RPTT: EX#004

Affix R. P. T. T., \$ 59.15

APN: 030-032-031

Grant, Bargain, Sale Deed

229 Upland Blvd.

THIS INDENTURE WITNESSETH: That ERIC L. NELSON and LYNITA SUE NELSON, TRUSTEES
OF THE ERIC L. NELSON AND LYNITA SUE NELSON FAMILY TRUST dated May 23, 1991
 FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and
 Convey to CLIFF MC CARLIE and JENNIFER MC CARLIE, husband and wife as joint
tenants

all that real property situated in the _____ County of CLARK

State of Nevada, bounded and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF FOR
 LEGAL DESCRIPTION.

WITHOUT LIABILITY

- SUBJECT TO: 1. Taxes for the fiscal year 19 92 and 19 93
 2. Covenants, Conditions, Reservations, Rights, Rights of Way and Easements now of record.
 3. Deed of Trust in favor of GENE CYR & PATRICIA CYR, as
 per it's terms now of record.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

THE ERIC L. NELSON AND LYNITA SUE
 NELSON FAMILY TRUST dated May 23, 1991

BY: [Signature]
 Eric L. Nelson, Trustee

BY: [Signature]
 Lynita Sue Nelson, Trustee

STATE OF NEVADA }
 COUNTY OF CLARK } SS.

On December 4, 1992
 personally appeared before me, a Notary Public, _____

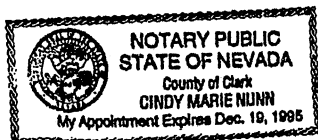
ERIC L. NELSON, TRUSTEE and
LYNITA SUE NELSON, TRUSTEE

who acknowledged that Eric L. Nelson executed the
 above instrument.

Signature [Signature]

(Notary Public)

(NOTARIAL SEAL)



ESCROW NO. ACCOMODATION ONLY WITHOUT
 FIDELITY NATIONAL TITLE LIABILITY
 WHEN RECORDED MAIL TO: Cliff McCarlie, etu
229 Upland Blvd., Las Vegas, NV 89107

Affix R. P. T. T., \$ 46.80

APN #060-39G-020

Grant, Bargain, Sale Deed140.31.715.020
253 N. Lamb
Unit B

THIS INDENTURE WITNESSETH: That ERIC L. NELSON and LYNITA SUE NELSON, TRUSTEES OF THE
ERIC L. NELSON and LYNITA SUE NELSON FAMILY TRUST dated May 23, 1991

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and
 Convey to GORDON B. KUNTZ and BETTY R. KUNTZ,
husband and wife as joint tenants

all that real property situated in the _____ County of CLARK

State of Nevada, bounded and described as follows:

PARCEL I:

Unit B in Building Four (4) of AMENDED PLAT OF CROSSROADS III, as shown by map thereof
 on file in Book 41 of Plats, page 37, in the Office of the County Recorder of Clark
 County, Nevada.

PARCEL II:

A non-exclusive easement for ingress and egress in and to the Common Area and Private
 Street as disclosed by Declaration of Covenants and Conditions recorded August 18, 1981,
 in Book 1450 as Document No. 1409236, Official Records.

SUBJECT TO: 1. Taxes for the fiscal year 19 91 and 19 92.

2. Covenants, Conditions, Reservations, Rights, Rights of Way and Easements now of record.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

THE ERIC L. NELSON AND LYNITA SUE NELSON
FAMILY TRUST dated May 23, 1991

BY: [Signature]
Eric L. Nelson, Trustee

BY: [Signature]
Lynita Sue Nelson, Trustee

STATE OF NEVADA }
 COUNTY OF CLARK } SS.

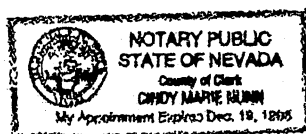
On May 8, 1992
 personally appeared before me, a Notary Public, _____

ERIC L. NELSON, TRUSTEE AND
LYNITA SUE NELSON, TRUSTEE

who acknowledged that they executed the
 above instrument.

Signature [Signature]
 (Notary Public)

(NOTARIAL SEAL)



ESCROW NO. 74203-CN
 FIDELITY NATIONAL TITLE
 WHEN RECORDED MAIL TO: _____
Mr. and Mrs. Gordon B. Kuntz
253 N. Lamb Blvd., Unit B, Las Vegas, NV.
89110

CLARK COUNTY, NEVADA
 JOAN L. SWIFT, RECORDER
 RECORDED AT REQUEST OF:
 FIDELITY NATIONAL TITLE

07-07-92 08:00 LJD 1
 OFFICIAL RECORDS
 BOOK: 920707 INST 00094
 FEE: 5.00 RPTT: 46.80

Affix R. P. T. T., \$ 87.75

APN: 440-060-017

Grant, Bargain, Sale Deed

163-18-723-031

9708 Camino Capistrano Lane

THIS INDENTURE WITNESSETH: That ERIC L. NELSON and LYNITA SUE NELSON, TRUSTEES OF THE
ERIC L. NELSON AND LYNITA SUE NELSON FAMILY TRUST dated May 23, 1991

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and

Convey to HENRY E. CARTWRIGHT and DIXIE L. CARTWRIGHT, husband and wife as joint tenants,
as to an undivided 50% interest; and GENE CARTWRIGHT, an unmarried man, as to an undivided
50% interest

all that real property situated in the _____ County of CLARK

State of Nevada, bounded and described as follows:

The Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the
Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section
18, Township 21 South, Range 60 East, M.D.B. & M.

EXCEPTING THEREFROM all coal, oil, gas and other valuable minerals
as reserved by the United States in that certain Patent in favor of
WARREN H. CLEMONS and EVELYN B. CLEMONS.

SUBJECT TO: 1. Taxes for the fiscal year 19 91 and 19 92.

2. Covenants, Conditions, Reservations, Rights, Rights of Way and Easements now of record.

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining.

THE ERIC L. NELSON AND LYNITA SUE NELSON
FAMILY TRUST dated May 23, 1991

BY: [Signature]
Eric L. Nelson, Trustee

BY: [Signature]
Lynita Sue Nelson, Trustee

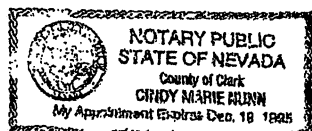
STATE OF NEVADA }
COUNTY OF CLARK } SS.

On April 30, 1992
personally appeared before me, a Notary Public, _____

ERIC L. NELSON, TRUSTEE and
LYNITA SUE NELSON, TRUSTEE

who acknowledged that they executed the
above instrument.

Signature [Signature]
(Notary Public)
(NOTARIAL SEAL)



ESCROW NO. 74204-CN
FIDELITY NATIONAL TITLE
WHEN RECORDED MAIL TO: HENRY E. CARTWRIGHT,
c/o UNLIMITED HOLDINGS, 3525 E. Sunset Road,
Las Vegas, Nevada 89118

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:
FIDELITY NATIONAL TITLE

05-04-92 08:00 DB1 1
OFFICIAL RECORDS

BOOK: 920504 INST: 00008

FEE: 5.00 RPTT: 87.75

9 2 0 5 2 0 3 1 0 9 1
Quitclaim Deed

By this instrument dated . . December 18., 1991, for a valuable consideration,

ERIC NELSON AND LYNITA SUE NELSON, HUSBAND AND WIFE AS JOINT TENANTS

do hereby REMISE, RELEASE, and FOREVER QUITCLAIM to Stubby Development Corp.,
a Nevada Corporation

the following described real property in the State of Nevada, County of Clark:

Lot four (4) as shown by map thereof recorded in File 67 of Parcel
Maps Page 11 in the Office of the County Recorder, Clark County,
Nevada.

410-670-022

"This instrument is delivered to the
Recorder's office as an accomoda-
tion by Chicago Title Agency of Las
Vegas, Inc. for physical convenience
only. It has not been examined as to
its validity execution on its effect
upon title, if any."

STATE OF NEVADA
COUNTY OF CLARK

ss.

On 12.18.91 before me,
the undersigned, a Notary Public in and for said County
and State, personally appeared

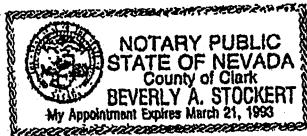
ERIC L. NELSON &
LYNITA SUE NELSON

known to me to be the personS whose names
subscribed to the within instrument, and acknowledged
to me that THEY executed the same.

WITNESS my hand and Official Seal,

Beverly A. Stockert
(SEAL) (SIGN)

Notary Public Commissioned for said County and State.



Eric L. Nelson

Lynita Sue Nelson

Title Order No.

Escrow or Loan No.

RECORDING REQUESTED BY

Return to: Chicago Title

AFTER RECORDING MAIL TO

STUBBY Development CORP

c/o MILO HURST

2724 SIDONIA

LAS VEGAS, NV 89102

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:

J. HODGE

05-20-92 14:46 DC1 1
OFFICIAL RECORDS

BOOK: 920520 INST: 01091

FEE: 5.00 RPTT: 19.50

Sandstone

ERIC NELSON
4550 W. Oakey Blvd., Suite 111
Las Vegas, NV 89102

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That LYNITA SUE NELSON does hereby make,

constitute and appoint ERIC L. NELSON
my true and lawful Attorney for me and in my name, place and stead and for my use and benefit as to that certain real property, together with any interest therein or any improvements thereon, described as:

LEGAL DESCRIPTIONS ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF.

(a) To contract for, purchase, receive and take possession thereof and of evidence of title thereto; to lease the same for any term or purpose, including leases for business, residence and oil or mineral development; to sell, exchange, subdivide, grant or convey the same with or without warranty, covenant or restrictions; to mortgage, transfer in trust or otherwise encumber the same to secure payment of a note or performance of any obligation or agreement; and to accept the conveyance thereof as a joint tenant with right of survivorship with any other person or persons, including property wherein my said Attorney is one of the joint tenants.

(b) To borrow money and execute and deliver notes therefor, with or without security; and to loan money and receive notes therefor with such security as he shall deem proper.

(c) To transact business of any kind or class and as my act and deed to sign, execute, acknowledge and deliver a deed, lease, assignment of lease, covenant, indemnity, agreement, mortgage, deed of trust, assignment of mortgage or beneficial interest under deed of trust, subdivision plat, extension or renewal of any obligation, subordination or waiver of priority, bill of lading, bill of sale, bond, note, receipt, check, evidence of debt, full or partial release of mortgage, judgment or other debt, and such other instruments in writing of any kind or class as may be necessary or proper in the premises;

(d) As to any personal property and goods, wares and merchandise, checks, choses in action and other property in possession or in action: To contract for, buy, sell, exchange, transfer, endorse and in any legal manner deal in and with the same; and to mortgage, transfer in trust, or otherwise encumber the same to secure payment of a note or performance of any obligation or agreement.

This power shall not be affected by disability of the principal: All acts done by my Attorney pursuant to this power during any period of disability or incompetence or uncertainty as to whether I am dead or alive shall have the same effect and inure to the benefit of and bind me or my heirs, devisees and personal representative as if I were alive, competent and not disabled.

GIVING AND GRANTING unto my said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the premises as fully to all intents and purposes as I might or could do if personally present, hereby ratifying all that my said Attorney shall lawfully do or cause to be done by virtue of these presents. When the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural.

WITNESS MY HAND THIS 13th day of December, 19 91.

STATE OF Nevada)
County of Clark) s

Lynita Sue Nelson
Lynita Sue Nelson

This instrument was acknowledged before me
this 10th day of Jan, 1992
by Lynita Sue Nelson

Brenda A. Stockett

Affix RPTTS 38.50

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That: ERIC L. NELSON and LYNITA NELSONhusband and wifeIn consideration of \$ 10.00 the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to
APIRADEE BUMPUS, a married woman as her sole and separate propertyall that real property situate in the _____ County of Clark
State of Nevada, bounded and described as follows.

That portion of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 26, Township 19 South, Range 60 East, M.D.B.&M., Clark County, Nevada, more particularly described as Parcel Two (2) as shown by map thereof on file in File 55 of Parcel Maps, page 29, in the Office of the County Recorder of Clark County, Nevada.

APN: 500-170-015 and 500-170-013

Can ↓ ↓
125.26.402.014 125.26.40.014
5630 Gilher Lane ✓

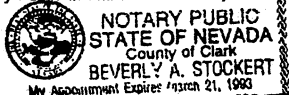
SUBJECT TO: 1. Taxes for the fiscal year 1990-1991.
2. Rights of way, reservations, restrictions, easements and conditions of record.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Witness our hand this 26th day of February 1991
ERIC L. NELSON LYNITA NELSON

STATE OF NEVADA } S.S.
County of CLARK
On this 1st day of April 1991
personally appeared before me, a Notary Public in and for said
County and State
ERIC L. NELSON and LYNITA NELSON

Known to me to be the person s described in and who executed the foregoing instrument who acknowledged to me that he y executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Beverly A. Stockert
Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
BEVERLY A. STOCKERT
My Appointment Expires March 21, 1993

ESCROW NO. NA# 51420-CS

WHEN RECORDED MAIL TO: Apiradee Bumpus
5128 A Pebble Beach, Las Vegas, Nevada 89108

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:
NATIONAL TITLE CO

04-03-91 08:00 DB1
BOOK: 910403 INST: 00121
FEE: 5.00 RPTT: 38.50

APN#230-851-026

Affix R. P. T. T., \$ 60.50 9 0 | 2 3 | 0 0 0 | 3

Grant, Bargain, Sale Deed

THIS INDENTURE WITNESSETH: That ERIC L. NELSON and LYNITA SUE NELSON, (who aquired title as LYNITA SUE NELSON) husband and wife as joint tenants-----

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to FLAVIO TESTA JR. AND ELIZABETH TESTA, husband and wife as joint tenants

all that real property situated in the _____ County of Clark

State of Nevada, bounded and described as follows:

Lot Forty-Five (45) in Block Ten (10) of MONTEREY GARDENS UNIT NO. 1, as shown by map thereof on file in BOOK 8 of Plats, Page 84, in the Office of the County Recorder of Clark County, Nevada.

SUBJECT TO: 1. Taxes for the fiscal year 19 90 and 19 91,
2. Covenants, Conditions, Reservations, Rights, Rights of Way and Easements now of record,

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

ERIC L. NELSON

LYNITA SUE NELSON

STATE OF NEVADA }
COUNTY OF Clark } SS.

On December 21, 1990
personally appeared before me, a Notary Public, —
ERIC L. NELSON AND
LYNITA SUE NELSON-----

who acknowledged that he y executed the above instrument.

Signature Sharon L. Cooper
(Notary Public)

(NOTARIAL SEAL)



NOTARY PUBLIC
STATE OF NEVADA
County of Clark
Sharon L. Cooper
My Appointment Expires May 2, 1993

ESCROW NO. 22258-SC
LAS VEGAS TITLE & ESCROW Elizabeth
WHEN RECORDED MAIL TO: LISA TESTA
4816 Kilda Circle, Las Vegas, Nevada

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:
LAS VEGAS TITLE AND ESCROW

12-31-90 08:00 BV1 1
OFFICIAL RECORDS
BOOK: 901231 INST: 00013
FEE: 5.00 APTT: 60.50

APN#

060-39G-011

140.31.715.011

201 N. Lamb Blvd

Unit E, Las Vegas

(2)

Affix R. P. T. T., \$

49.50

0101500021

Grant, Bargain, Sale Deed

THIS INDENTURE WITNESSETH: That ERIC NELSON AND LYNITA NELSON, husband and wife
as joint tenants

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and
 Convey to CATHERINE A. POWELL, an unmarried woman

all that real property situated in the _____ County of Clark

State of Nevada, bounded and described as follows:

UNIT E IN BUILDING 2 OF CROSSROADS III, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 27,
 PAGE 13, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF FOR THE COMPLETE
 LEGAL DESCRIPTION

SUBJECT TO: 1. Taxes for the fiscal year 19 90 and 19 91
 2. Covenants, Conditions, Reservations, Rights, Rights of Way and Easements now of record.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

STATE OF NEVADA }
 COUNTY OF CLARK } SS.

On October 12, 1990
 personally appeared before me, a Notary Public, ERIC NELSON AND LYNITA NELSON

who acknowledged that Eric Y executed the
 above instrument.

Signature

Sharon L. Cooper
 (Notary Public)

(NOTARIAL SEAL)



NOTARY PUBLIC
 STATE OF NEVADA
 County of Clark
 Sharon L. Cooper
 My Appointment Expires May 2, 1993

ESCROW NO. 21973-SC
 LAS VEGAS TITLE & ESCROW
 WHEN RECORDED MAIL TO: CATHERINE A. POWELL
201 North Lamb Unit "E" Building 2, Las Vegas
Nevada

R P T T

GRANT, BARGAIN, SALE DEED

5

THIS INDENTURE WITNESSETH: That Eric Nelson and Lynita Sue Nelson, Husband and Wifein consideration of \$ \$10.00, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to
Gary Hinkle a single manall that real property situate in the North Las Vegas County of Clark

State of Nevada, bounded and described as follows:

LOT THIRTEEN (13) IN BLOCK TWENTY-FIVE (25) OF REPLAT OF BLOCKS 14, 16, 20, 21, 22, 23, 24, AND 25 AND A PORTION OF BLOCKS 15, 19, AND 26 OF NORTH MAIN ADDITION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 3 OF PLATS, PAGE 87, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

100-275-012

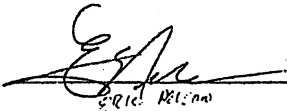
100-275-012

- SUBJECT TO:
1. TAXES FOR THE FISCAL YEAR 1990 - 1991
 2. COVENANTS, CONDITIONS, RESTRICTIONS RIGHTS OF WAY AND EASEMENTS NOW OF RECORD.
 3. DEED OF TRUST NOW OF RECORD IN FAVOR OF: COMMONWEALTH WESTERN MORTGAGE..
 4. DEED OF TRUST NOW OF RECORD IN FAVOR OF: ERIC L. NELSON AND LYNITA SUE NELSON.

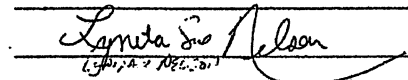
COMMONLY KNOWN AS ²⁷⁰¹ MAGNET NORTH LAS VEGAS.

- SUBJECT TO:
1. Taxes for the fiscal year 19____ - 19____.
 2. Reservations, restrictions and conditions if any; rights of way and easements either of record or actually existing on said premises.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Witness _____ hand _____ this 17TH day of MAY, 19 90


Eric Nelson



Lynita Sue Nelson

STATE OF NEVADA

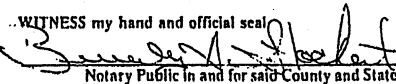
County of CLARK

NA.

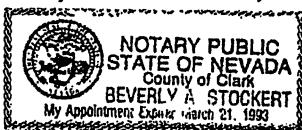
On May 17th 1990 personally appeared before
me, a Notary Public, ERIC NELSON
LYNITA SUE NELSON

known (or proved) to me to be the person(s) who executed
the foregoing instrument and who acknowledged that they
executed the above instrument.

WITNESS my hand and official seal



Notary Public in and for said County and State



ESCROW NO. _____
ORDER NO. _____

WHEN RECORDED MAIL TO:

GARY HINKLE
7445 MOHAWK
LV. NV 89118

SPACE BELOW FOR RECORDER'S USE ONLY

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:
E NELSON

06-06-90 15:20 CJK

BOOK: 900606 INST: 01009

FEE: 5.00 RPTT: 9.90

APN#100-041-027

Affix R. P. T. T., \$

35.20

9 0 | 1 3 0 0 0 0 | 1

Grant, Bargain, Sale Deed

THIS INDENTURE WITNESSETH: That ERIC L. NELSON and LYNITA SUE NELSON, husband and wife
as joint tenants-----

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and
Convey to GULZAR SINGH, an unmarried man

all that real property situated in the _____ County of CLARK

State of Nevada, bounded and described as follows:

Lot Fourteen (14) in Block One (1) of GOWEN ESTATES UNIT NO. 1, as shown by map thereof
on file in Book 12 of Plats, Page 97, in the Office of the County Recorder of Clark
County, Nevada.

SUBJECT TO: 1. Taxes for the fiscal year 19 90 and 19 91.

2. Covenants, Conditions, Reservations, Rights, Rights of Way and Easements now of record.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

ERIC L. NELSON

LYNITA SUE NELSON

STATE OF NEVADA

COUNTY OF Clark

SS.

On November 28, 1990

personally appeared before me, a Notary Public, ERIC L. NELSON and
LYNITA SUE NELSON

who acknowledged that the y executed the
above instrument.

Signature Sharon L. Cooper

(Notary Public)

(NOTARIAL SEAL)



NOTARY PUBLIC
STATE OF NEVADA
County of Clark
Sharon L. Cooper
My Appointment Expires May 2, 1993

ESCROW NO. 22259-SC
LAS VEGAS TITLE & ESCROW
WHEN RECORDED MAIL TO: GULZAR SINGH
3523 Bassler Street, North Las Vegas, Nevada
4537 E. Viking, Las Vegas, Nevada 89121

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:
LAS VEGAS TITLE AND ESCROW

11-30-90 08:00 JAE 1
OFFICIAL RECORDS
BOOK: 901130 INST: 00011
FEE: 5.00 RPTT: 35.20

3523
Bassler
N.V.

Bassler
139.12-310-044
3523 Bassler
N.V.

5/96

friendly
EricRPTT
\$ 53.90

GRANT, BARGAIN, SALE DEED

THIS INSTRUMENT WITNESSETH: That Eric Nelson and Lynita Nelson, Husband and Wife and
Clarence Nelson and Jeanette Nelson, Husband and Wifein consideration of \$ _____, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to
Gary Hinkle a single man, and James R Walton and Charla J Walton,
husband and wife as joint tenantsall that real property situate in the City of North Las Vegas County of Clark
State of Nevada, bounded and described as follows:The South 62-1/2 feet of the North Half (N1/2) of the West Half (W1/2)
of Lot Four (4) in Block Twenty-Nine (29) of Arrowhead Acres Tract, as
shown by map thereof on file in Book 1 of Plats, Page 62, in the office
of the County Recorder of Clark County, Nevada

APN 100-413-021

SUBJECT ONLY TO: (1) Taxes for the fiscal year 1988-89
(2) Restrictions, conditions, reservations, rights,
rights of way and easements now of record.

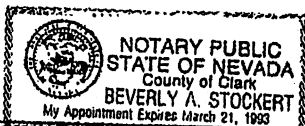
Commonly known as 2412 Bassler.

SUBJECT TO: 1. Taxes for the fiscal year 19 88 - 19 89
2. Reservations, restrictions and conditions if any; rights of way and easements either of record or actually existing on said premises.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Witness OUR hand S this 17th day of May, 1990Eric Nelson
ERIC NELSONClarence Nelson
CLARENCE NELSONLynita Sue Nelson
LYNITA SUE NELSONJeanette Nelson
JEANETTE NELSONSTATE OF NEVADA }
County of Clark } ss.
On 5-17-90personally appeared before
me, a Notary Public, Eric Nelson, Lynita Sue
Nelson, Clarence Nelson, and Jeanette Nelsonknown (or proved) to me to be the person S who executed
the foregoing instrument and who acknowledged that they
executed the above instrument.

WITNESS my hand and official seal.

Beverly A. Stockert
Notary Public in and for said County and StateESCROW NO. } 20503-SC
ORDER NO. }WHEN RECORDED MAIL TO: Deseret Federal Credit
Union

PO Box 15148 Las Vegas NV 89114

SPACE BELOW FOR RECORDER'S USE ONLY

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:
LAS VEGAS TITLE AND ESCROW05-20-90 08:00 BV1
OFFICIAL RECORDS
BOOK: 900620 INST: 00011

FEE: 5.00 RPTT: 53.90

Quitclaim Deed

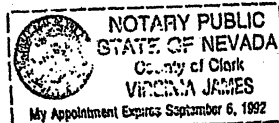
By this instrument dated 09-05-89, for a valuable consideration,
Eric L. Nelson and Lynita Sue Nelson

do..... hereby REMISE, RELEASE, and FOREVER QUITCLAIM to
Tom McKnight

the following described real property in the State of Nevada, County of Clark:

The North Half (N 1/2) of the South Half (S 1/2) of the West Half
(W 1/2) of Lot Three (3) in Block Thirty-five (35) of ARROWHEAD
ACRES TRACT as shown by map thereof on file in Book 1 of Plats,
page 62, in the Office of the County Recorder of Clark County,
Nevada.

Commonly known as: 2028 Crawford



STATE OF NEVADA
COUNTY OF CLARK

On Sept 5, 1989 before me,
the undersigned, a Notary Public in and for said County
and State, personally appeared
ERIC L. Nelson &
LYNITA SUE NELSON

Eric L. Nelson

Lynita Sue Nelson

Lynita Sue Nelson

known to me to be the persons whose names
subscribed to the within instrument, and acknowledged
to me that They executed the same.

WITNESS my hand and Official Seal,

(SEAL) Virginia James (SIGN)
Notary Public/Commissioned for said County and State.

Order No.....

AFTER RECORDING MAIL TO

Thomas W McKnight
P.O. BOX 28031
LAS VEGAS, NV 89126

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:

T MCKNIGHT

09-05-89 12:12 BLF 1

BOOK: 890905 INST: 00698

FEE: 5.00 RPTT: .00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MINNESOTA TITLE COMPANY

R PTT

GRANT, BARGAIN, SALE DEEDTHIS INDENTURE WITNESSETH: That Eric L. Nelson and Lynita Sue Nelson,in consideration of \$ 5.00 the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to
Robert Martinall that real property situate in the North Las Vegas County of Clark
State of Nevada, bounded and described as follows:

Lot twenty-Two (22) in Block Two (2) of North Land Park
Tract no. 11 as shown by map there of on file in Book 4
of Plats, Page 36, in the office of County Recorder of
Clark County, Nevada.

Commonly known as 2812 Fort Sumpter

(Sumpter)

SUBJECT TO: 1. Taxes for the fiscal year 19 89 - 19 90.

2. Reservations, restrictions and conditions if any; rights of way and easements either of record or actually existing on said premises.

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining.

Witness _____ hand _____ this _____ day of _____, 19 _____

Eric L. Nelson
ERIC NELSON
Lynita Sue Nelson
Lynita Sue Nelson

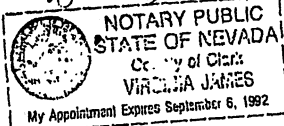
STATE OF NEVADA } ss.

County of CLARKOn Aug 1 1989 personally appeared before
me, a Notary Public, Eric Nelson &
Lynita Sue NelsonLynita Sue Nelson

known (or proved) to me to be the person s who executed
the foregoing instrument and who acknowledged that they
executed the above instrument.

WITNESS my hand and official seal.

Virginia James
Notary Public in and for said County and State

ESCROW NO.] _____
ORDER NO.] _____WHEN RECORDED MAIL TO: Robert Martin
808 Ann Dr.Las Vegas, NV 89107

SPACE BELOW FOR RECORDER'S USE ONLY

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:
R MARTIN

08-01-89 14:47 SAW 1
BOOK: 890801 INST: 00599
FEE: 5.00 RPTT: .00

8 7 0 9 1 0 0 0 1
Quitclaim Deed

By this instrument dated August 1, 1989, for a valuable consideration,

Lynita Sue Nelson and Eric L. Nelson

do..... hereby REMISE, RELEASE, and FOREVER QUITCLAIM to

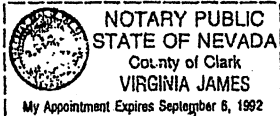
Robert Martin

the following described real property in the State of Nevada, County of Clark:

Lot eight (8) in block (4) of Golf Ridge Terrace No. 1
as shown by map there of on file in book 5 of plats, page
55, in the office of the County Recorder of Clark County
Nevada.

Commonly known as 1009 White Pine

STATE OF NEVADA
COUNTY OF CLARK



On Aug 1, 1989 before me,
the undersigned, a Notary Public in and for said County
and State, personally appeared Eric Nelson
and Lynita Sue Nelson

known to me to be the persons whose names they
subscribed to the within instrument, and acknowledged
to me that they executed the same.

WITNESS my hand and Official Seal,

(SEAL) Virginia James (SIGN)
Notary Public Commissioned for said County and State.

Order No.....

AFTER RECORDING MAIL TO

Robert Martin
808 Ann Dr.
Las Vegas, NV 89107

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:
R MARTIN
08-01-89 14:47 SAW
BOOK: 890801 INST: 00601
FEE: 5.00 APTT: EX#004

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MINNESOTA TITLE COMPANY

Quitclaim Deed

8 0 0 1 1 0 0 3 4 3

By this instrument dated June 12, 1989, for a valuable consideration,

ERIC NELSON and LYNITA S. NELSON, HUSBAND and WIFE; CARLENE NELSON, AN UNMARRIED WOMEN; ALEDA NELSON, A SINGLE WOMEN

do hereby REMISE, RELEASE, and FOREVER QUITCLAIM to

ROBERT MARTIN

the following described real property in the State of Nevada, County of Clark:

LOTS THIRTEEN (13) and FOURTEEN (14) IN BLOCK ELEVEN (11) OF WARDIE ADDITION TO LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 13, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

COMMONLY KNOWN AS: 627 S. 7th

STATE OF NEVADA
COUNTY OF CLARK

ss.

On June 12, 1989 before me, the undersigned, a Notary Public in and for said County and State, personally appeared ERIC NELSON, LYNITA NELSON, CARLENE NELSON, ALEDA NELSON

ERIC NELSON

LYNITA S. NELSON

CARLENE NELSON

ALEDA NELSON

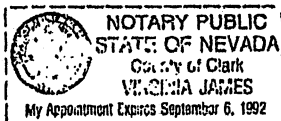
known to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and Official Seal,

(SEAL)

Notary Public (Commission) for said County and State.

Order No.



AFTER RECORDING MAIL TO

BOB MARTIN

808 ANN DR.

LAS VEGAS, NV 89108

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:

B MARTIN

06-12-89 16:11 PRI 1

BOOK: 890612 INST: 00643

FEE: 5.00 RPTT: .00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MINNESOTA TITLE COMPANY

Recorded at Request of _____
at _____ M. Fee Paid \$ _____
by _____ Dep. Book _____ Page _____ Ref.: _____
Mail tax notice to _____ Address _____

QUIT-CLAIM DEED

ERIC L NELSON and LYNITA SUE NELSON,
CLARENCE C. NELSON and JEANETTE NELSON,

of Las Vegas, County of Clark, State of Nevada hereby
QUIT-CLAIM to

IRON COUNTY, a body corporate and politic
of the State of Utah,

of Iron County, Utah, grantee
for the sum of
DOLLARS,

the following described tract of land in Iron County,
State of Utah:

Com at S 1/4 cor Sec 15, T36S, R11W, SLM, N 0°29'50" W al 1/4 Sec
1n 1180.68 ft, S 89°55'02" W 701.52 ft to POB, S 89°55'02" W
652.16 ft to 1/16 ln, N 0°16'39" W al 1/16 ln, 347.14 ft,
N89°56'45" E 175.55 ft, S 0°13'15" E 24.98 ft, N 89°45'45" E 150.84
ft, N 1°03'15" W 71.37 ft, N 89°55'02" E 325.25 ft, S 0°29'50" E
393.36 ft to POB, EXCL. B-1150-5-1, B-1150-5-4, & B-1150-5-5.

Recorded at IRON COUNTY AUDITOR
Request of _____
Date AUG - 2 1988 Time 11AM
Fee \$-0- Book 382 Page 845
By ODDIE B. MATHESON, IRON COUNTY RECORDER
Paid ☐ Ind'd ☐ Abate ☐ Proof ☐

285238

WITNESS the hand of said grantors, this 28th day of
JUNE, A. D. one thousand nine hundred and

Signed in the presence of

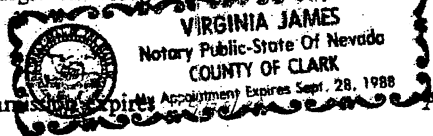
[Signature]
Eric L. Nelson
Lynita Sue Nelson
Clarence C. Nelson
Jeanette Nelson

STATE OF ~~UTAH~~ Nevada } ss.
County of CLARK

On the 21st day of July, A. D. one
thousand nine hundred and 88

Eric L. Nelson and Lynita Sue Nelson,
Clarence C. Nelson and Jeanette Nelson,

the signers of the foregoing instrument, do hereby acknowledge to me that they executed the
same.



My commission expires _____ Address: _____

BOOK 382 PAGE 845

Notary Public.

[Signature]

DISTRIBUTION AUTHORIZATION

As Distribution Trustee for Eric L. Nelson Nevada Trust hereby authorize
(Name of Trust)

the release of distributions in the amount of \$ 40,000 for each of the
(Income or Principal)

next 12 months to Eric Nelson, the first such
(# of months) (Name of Beneficiary or Charity)

payment to be made on the 6 day of Jan, 2009 or as soon as is

reasonably possible.

By: [Signature]
Distribution Trustee

Jan 6, 2009
Date

**MINUTES OF ANNUAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A MEETING of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the Jan 6, 2009 at the hour of 10:30 am. The following, constituting all the Trustees of the Trust, were present:

Nola Harber (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following for

RESOLVED, the Trust will invest in various transactions throughout the year. Meetings with the Trustees will be held when warranted.

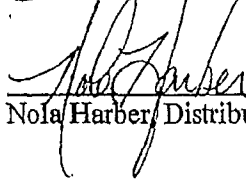
RESOLVED, the Trust may loan funds to individuals during the year. All loans will be secured by a Promissory Note signed by the borrower outlining the terms of the loan.

RESOLVED, the Trust will allow distributions to Eric Nelson of \$40,000 per month or a total of \$480,000 per year. If the distribution amount exceeds \$480,000 per year a special meeting will be held.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee


Nola Harber, Distribution Trustee

DISTRIBUTION AUTHORIZATION

As Distribution Trustee for Eric L Nelson Nevada Trust, I hereby authorize
(Name of Trust)

the release of distribution in the amount of \$ 40,000 for each of the
(Income or Principal)

next 12 months to Eric Nelson, the first such
(# of months) (Name of Beneficiary or Charity)

payment to be made on the 6 day of Jan, 2010, or as soon as is

reasonably possible.

By: [Signature]
Distribution Trustee

Jan 6, 2010
Date

**MINUTES OF ANNUAL MEETING
TRUSTEES' MEETING OF
ERIC L. NELSON NEVADA TRUST**

A MEETING of the Trustees of ERIC L. NELSON NEVADA TRUST ("the trust") was held at 3611 S. Lindell Road Suite 201, Las Vegas, Nevada, on the Jan 6, 2010 at the hour of 10:30 am. The following, constituting all the Trustees of the Trust, were present:

Nola Harber (hereinafter referred to as the "Distribution Trustee") and ERIC L. NELSON (hereinafter referred to as the "Investment Trustee"), collectively referred to hereinafter as "Trustees" or "the Trustees".

The Investment Trustee presided over the meeting:

During the meeting, the Trustees discussed matters relating to distributions of principal and/or income from the Trust and administrative matters relative to those assets held by the Trust. As a result of meeting, the Trustees resolved to do the following for


RESOLVED, the Trust will invest in various transactions throughout the year. Meetings with the Trustees will be held when warranted.

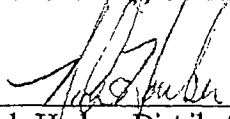
RESOLVED, the Trust may loan funds to individuals during the year. All loans will be secured by a Promissory Note signed by the borrower outlining the terms of the loan.

RESOLVED, the Trust will allow distributions to Eric Nelson of \$40,000 per month or a total of \$480,000 per year. If the distribution amount exceeds \$480,000 per year a special meeting will be held.

There being no further business to come before this meeting, the meeting was adjourned.

APPROVED:


Eric L. Nelson, Investment Trustee


Nola Harber, Distribution Trustee

**AMENDMENT TO OPERATING AGREEMENT OF DYNASTY DEVELOPMENT
MANAGEMENT, LLC**

The undersigned Member, constituting the sole Member of DYNASTY DEVELOPMENT MANAGEMENT, LLC, a Nevada limited liability company (the "Company"), acting pursuant to the Company's operating agreement, hereby amends the Company's operating agreement (the "Operating Agreement") as follows:

Paragraph 7 of the Operating Agreement shall be amended to add the following language:

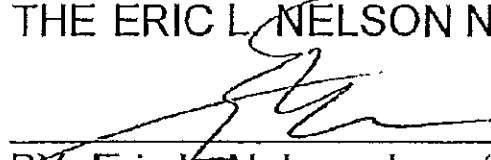
"HENDERSON CAPITAL GROUP, LLC is hereby appointed as a co-manager of DYNASTY DEVELOPMENT MANAGEMENT, LLC, with the existing manager, Eric L. Nelson. HENDERSON CAPITAL GROUP, LLC shall have a limited role as co-manager of DYNASTY DEVELOPMENT MANAGEMENT, LLC, in that should a determination be made by Eric L. Nelson, manager (or a successor manager to DYNASTY DEVELOPMENT MANAGEMENT, LLC) to file for bankruptcy protection under any Chapter of the United States Bankruptcy Code, or should a determination be made to file a State Court action against any creditor (including HENDERSON CAPITAL GROUP, LLC) seeking injunctive relief or the appointment of a receiver over the assets of DYNASTY DEVELOPMENT MANAGEMENT, LLC, then HENDERSON CAPITAL, LLC, as co-manager may veto the co-manager's determination and stop any such bankruptcy filing or State Court action. HENDERSON CAPITAL GROUP, LLC as co-manager may continue to exercise this veto power until such time as the obligations from DYNASTY DEVELOPMENT MANAGEMENT, LLC, to HENDERSON CAPITAL GROUP, LLC, are paid in full to HENDERSON CAPITAL GROUP, LLC, and the "look back" period for preferential transfers to creditors under the United States Bankruptcy Code has expired. Upon receipt of all funds due and owing to HENDERSON CAPITAL GROUP, LLC, from DYNASTY DEVELOPMENT MANAGEMENT, LLC, then HENDERSON CAPITAL GROUP, LLC, shall resign as co-manager without liability or obligation to DYNASTY DEVELOPMENT MANAGEMENT, LLC or its members."

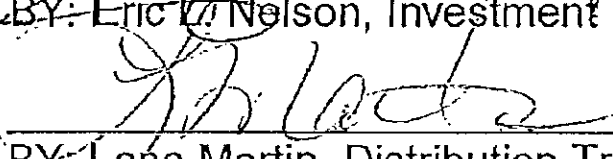
All Sections of the Operating Agreement not modified hereby shall remain in effect and binding upon the Members.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)
(SIGNATURE PAGE FOLLOWS)**

Dated and Done this 5 day of JANUARY, 2012.

THE ERIC L. NELSON NEVADA TRUST u/a/d 5/30/01


BY: Eric L. Nelson, Investment Trustee


BY: Lana Martin, Distribution Trustee

1 OPPS
2 THE DICKERSON LAW GROUP
3 ROBERT P. DICKERSON, ESQ.
4 Nevada Bar No. 000945
5 KATHERINE L. PROVOST, ESQ.
6 Nevada Bar No. 008414
7 JOSEF M. KARACSONYI, ESQ.
8 Nevada Bar No. 010634
9 1745 Village Center Circle
10 Las Vegas, Nevada 89134
11 Telephone: (702) 388-8600
12 Facsimile: (702) 388-0210
13 Email: info@dickersonlawgroup.com
14 Attorneys for LYNITA SUE NELSON

9 EIGHTH JUDICIAL DISTRICT COURT
10 FAMILY DIVISION

11 CLARK COUNTY, NEVADA

12 ERIC L. NELSON,

13 Plaintiff/Counterdefendant,

14 v.

15 LYNITA SUE NELSON,

16 Defendant/Counterclaimant.

CASE NO. D-09-411537-D
DEPT NO. "O"

17 ERIC L. NELSON NEVADA TRUST
18 dated May 30, 2001, and LSN NEVADA
19 TRUST dated May 30, 2001,

20 Necessary Parties (joined in this
21 action pursuant to Stipulation and
22 Order entered on August 9, 2011)

HEARING DATE: 01-31-12
HEARING TIME: 1:30 p.m.

22 LANA MARTIN, as Distribution Trustee of
23 the ERIC L. NELSON NEVADA TRUST
24 dated May 30, 2001,

25 Necessary Party (joined in this action
26 pursuant to Stipulation and Order
27 entered on August 9, 2011)/ Purported
28 Counterclaimant and Crossclaimant,

v.

1 LYNITA SUE NELSON and ERIC
2 NELSON,

3 Purported Cross-Defendant and
4 Counterdefendant,

5 LYNITA SUE NELSON,

6 Counterclaimant, Cross-Claimant,
7 and/or Third Party Plaintiff,

8 v.

9 ERIC L. NELSON, individually and as the
10 Investment Trustee of the ERIC L. NELSON
11 NEVADA TRUST dated May 30, 2001; the
12 ERIC L. NELSON NEVADA TRUST dated
13 May 30, 2001; LANA MARTIN, individually,
14 and as the current and/or former Distribution
15 Trustee of the ERIC L. NELSON NEVADA
16 TRUST dated May 30, 2001, and as the
17 former Distribution Trustee of the LSN
18 NEVADA TRUST dated May 30, 2001);
19 NOLA HARBER, individually, and as the
20 current and/or former Distribution Trustee
21 of the ERIC L. NELSON NEVADA TRUST
22 dated May 30, 2001, and as the current
23 and/or former Distribution Trustee of the
24 LSN NEVADA TRUST dated May 30, 2001;
25 ROCHELLE McGOWAN, individually;
26 JOAN B. RAMOS, individually; and DOES I
27 through X,

28 Counterdefendant, and/or
Cross-Defendants, and/or
Third Party Defendants.

21 SUPPLEMENTAL OPPOSITION TO MOTIONS TO DISMISS
22 AND
23 OPPOSITION TO MOTION TO DISMISS AMENDED THIRD-PARTY
24 COMPLAINT AND MOTION TO STRIKE, AND NOTICE OF JOINDER
25 AND MOTION TO DISMISS FIFTH, EIGHTH AND TENTH CLAIMS BY
26 ERIC L. NELSON, INDIVIDUALLY AND AS THE INVESTMENT TRUSTEE
27 OF THE ERIC L. NELSON [TRUST]

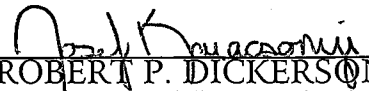
28 COMES NOW Defendant, LYNITA NELSON ("Lynita"), by and through her
attorneys, ROBERT P. DICKERSON, ESQ., JOSEF M. KARACSONYI, ESQ., and
KATHERINE L. PROVOST, ESQ., of THE DICKERSON LAW GROUP, and hereby
files her Supplemental Opposition to (1) the "Motion to Dismiss," filed by

1 Counterdefendants/Crossdefendants/Third-Party Defendants Lana Martin,
2 Individually, Distribution Trustee of the Eric L. Nelson Nevada Trust dated May 30,
3 2001, and former Distribution Trustee of the LSN Nevada Trust dated May 30, 2011,
4 Nola Harber, Individually, former Distribution Trustee of the Eric L. Nelson Nevada
5 Trust dated May 30, 2001, and former Distribution Trustee of the LSN Nevada Trust
6 dated May 30, 2011, Rochelle McGowan, and Joan B. Ramos (hereinafter collectively
7 referred to as "Third-Party Defendants"), and (2) the "Motion to Dismiss and
8 Countermotion for Attorneys Fees and Costs," filed by Plaintiff/Cross-Defendant, Eric
9 L. Nelson ("Eric"), Individually, and as Investment Trustee of the Eric L. Nelson
10 Nevada Trust dated May 30, 2001 (collectively and individually referred to as "Initial
11 Motion(s) to Dismiss"). Lynita does hereby also oppose (1) the "Motion to Dismiss
12 Amended Third-Party Complaint and Motion to Strike," filed by Third Party
13 Defendants, and (2) the "Notice of Joinder to Motion to Dismiss Amended Third-Party
14 Complaint and Motion to Strike Filed by Third Party Defendants, and Motion to
15 Dismiss Fifth, Eighth and Tenth Claims by Eric L. Nelson, Individually and as the
16 Investment Trustee of the Eric L. Nelson [Trust]" (collectively and individually referred
17 to as "Supplemental Motion(s) to Dismiss").

18 This Supplemental Opposition is made and based upon the pleadings and papers
19 on file herein, the following Points and Authorities attached hereto, and upon any oral
20 argument as this Court may entertain at the hearing on this matter.

21 DATED this 21st day of January, 2012.

22 THE DICKERSON LAW GROUP

23 By 
24 ROBERT P. DICKERSON, ESQ.
25 Nevada Bar No. 000945
26 KATHERINE L. PROVOST, ESQ.
27 Nevada Bar No. 008414
28 JOSEF M. KARACSONYI, ESQ.
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1745 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for LYNITA NELSON

1 POINTS AND AUTHORITIES

2 I. PROCEDURAL BACKGROUND

3 On June 24, 2011, likely because he recognized that the trial in this matter was
4 not going as he desired, Eric filed his "Motion to Join Party, or in the Alternative,
5 Dismiss Claims Against the Eric L. Nelson Nevada Trust, dated May 1, 2001." The
6 aforementioned motion stated Eric's desire to join the Eric L. Nelson Nevada Trust,
7 dated May 1, 2001 ("ELN Trust" or "Eric's Alter Ego Trust"), as a party to this
8 litigation. Specifically, Eric asserted that complete relief could not be accorded
9 amongst the parties without the ELN Trust being named as a party to this action; there
10 could be no disposition of the action as any orders entered by this Court could later be
11 subject to challenge by the ELN Trust. On August 9, 2011, the parties, through
12 counsel, stipulated to join the ELN Trust and LSN Nevada Trust, dated May 1, 2001
13 ("LSN Trust"), as necessary parties to this action.

14 On August 19, 2011, Attorney Mark Solomon, on behalf of Lana Martin ("Ms.
15 Martin"), as Distribution Trustee of the ELN Trust, filed an initial Notice of
16 Appearance in this action followed by an "Answer to [Eric's] Complaint for Divorce
17 and Counterclaim and Cross-Claim," attached hereto as Exhibit A. In the "Answer to
18 [Eric's] Complaint for Divorce and Counterclaim and Cross-Claim," Ms. Martin, on
19 behalf of Eric's Alter Ego Trust, asserted a cause of action for declaratory relief. Exhibit
20 A, pgs. 3-4. Specifically, *Ms. Martin requested that this Court enter a "declaratory judgment*
21 *that the ERIC L. NELSON NEVADA TRUST dated May 30, 2001, is a valid self-settled*
22 *spendthrift trust duly established pursuant to NRS 166, and that neither Eric L. Nelson nor*
23 *Lynita S. Nelson have a community property and/or separate property interest therein."* Exhibit
24 A, pg. 4, lines 5-9 (emphasis added).

25 On September 30, 2011, Lynita filed her Answer to the claims asserted by the
26 ELN Trust (through Ms. Martin), and a Third-Party Complaint naming additional
27 parties whose presence is necessary now that Eric and Ms. Martin, on behalf of the
28 ELN Trust, have decided it is appropriate to assert the independent nature of the ELN

1 Trust. Thereafter, Third-Party Defendants and Eric filed their respective, Initial
2 Motions to Dismiss. The Initial Motions to Dismiss, and Lynita's "Opposition to
3 Motions to Dismiss and Countermotion for Attorneys Fees and Costs" ("Initial
4 Opposition and Countermotion"), were initially scheduled to be heard on December
5 13, 2011. At the December 13, 2011 hearing, however, the Court believed that the
6 Initial Motions to Dismiss, and Initial Opposition and Countermotion, were continued
7 to another date due to some confusion caused by the language of an unrelated
8 stipulation and order entered into between the parties. Lynita requested, therefore,
9 that the hearing be continued so that the Court would have the opportunity to review
10 the parties' respective papers. Lynita also indicated to the Court that she intended to
11 amend her Third-Party Complaint, and requested that the Court establish a schedule
12 for filing of the amended pleading, supplements to Third-Party Defendants and Eric's
13 Initial Motions to Dismiss, and a supplement to the Initial Opposition and
14 Countermotion. The Court granted Lynita's request and ordered that Lynita file her
15 amended pleading by December 20, 2011, that Third-Party Defendants file their
16 supplements to the Initial Motions to Dismiss by January 17, 2012, and that Lynita
17 file her supplement to the Initial Opposition and Countermotion by January 27, 2012.

18 On December 20, 2011, Lynita filed and served her "(1) First Amended Answer
19 to Claims of the Eric L. Nelson Nevada Trust; and (2) First Amended Claims for Relief
20 Against Eric L. Nelson, Eric L. Nelson Nevada Trust dated May 30, 2001, et. al"
21 ("Amended Third-Party Complaint"), on file herein. On January 17, 2012, Third-Party
22 Defendants served by facsimile,¹ and mail, and presumably filed² their Supplemental
23 Motion to Dismiss³. Eric's Supplemental Motion to Dismiss, however, was not

25 ¹ The parties previously agreed to allow for papers filed with the Court to be served by electronic
26 means to ensure that any paper filed by any party to this action was received by any other party as
quickly as possible.

27 ² The file-stamped copy has not yet been received.

28 ³ Titled "Motion to Dismiss Amended Third-Party Complaint and Motion to Strike."

1 received until January 23, 2012, and was purportedly mailed, and faxed on January 18,
2 2012 (although no facsimile was ever received by Lynita's counsel).

3 Rather than restate the facts, and legal arguments contained in Lynita's Initial
4 Opposition and Countermotion, this Supplemental Opposition only (1) responds to
5 and opposes those additional requests that Third-Party Defendants and Eric have made
6 in their respective Supplemental Motions to Dismiss, and (2) addresses any additional
7 legal arguments made in the Supplemental Motions to Dismiss with respect to the
8 issues presented in the Initial Motions to Dismiss. The facts and legal arguments set
9 forth in Lynita's Initial Opposition and Countermotion are, however, incorporated by
10 reference herein, and it is respectfully requested that this Supplemental Opposition be
11 reviewed/read in conjunction with the Initial Opposition and Countermotion. To the
12 extent that any argument set forth in the Supplemental Motions to Dismiss is not
13 addressed herein, it is only because such arguments were (1) simply restated from the
14 Initial Motions to Dismiss, and already covered in the Initial Opposition and
15 Countermotion, and/or (2) already fully addressed by the legal argument contained in
16 the Initial Opposition and Countermotion.

17 II. SUPPLEMENTAL ARGUMENT

18 A. This Court Has Subject Matter Jurisdiction To Decide The Claims Asserted In 19 Lynita's Third-Party Complaint

20 In their Supplemental Motion to Dismiss, Third-Party Defendants (and Eric by
21 way of his Joinder in Third-Party Defendants' Supplemental Motion to Dismiss)
22 (Third-Party Defendants and Eric are hereinafter collectively referred to as "Movants")
23 continue to incorrectly assert that this Court lacks jurisdiction to hear the majority, if
24 not all, of Lynita's claims for relief. This issue was addressed at length in the Initial
25 Opposition and Countermotion.

26 In the Supplemental Motions to Dismiss, Movants attempt to convince this
27 Court that the decisions in *Landreth v. Malik*, 251 P.3d 163, 127 Nev. Adv. Op. 16
28 (2011), and *Barelli v Barelli*, 11 Nev. 873, 944 P.2d 246 (1997), are inapplicable to the

1 instant analysis. Movants acknowledge that in *Landreth* the Nevada Supreme Court
2 “held that ‘a district court judge in the family division has the same constitutional
3 power and authority as any district court judge.’”⁴ Movants argue, however, that
4 “unlike *Landreth*, ‘any district court’ does not have the power or authority to hear the
5 majority of claims contained within the Amended Third-Party Complaint . . .
6 unless/until the Probate Court assigns this matter, if at all, to a civil trial judge, which
7 cannot be a ‘trial judge serving in the family division.’” This argument clearly
8 misinterprets the holding in *Landreth*.

9 The Nevada Supreme Court held in *Landreth* that this Court “has the same
10 constitutional power and authority as any district court judge [in this Eighth Judicial
11 District].” *Id.*, 251 P.3d at 169. Accordingly, if there is “any district court judge” in
12 the Eighth Judicial District Court who has the authority to hear matters arising under
13 Nevada Revised Statutes, Chapter 164, this Court enjoys the same authority. Indeed,
14 even if an exclusively probate case was assigned to this Court, assuming purely for the
15 sake of argument that this case involves any claims that are “probate matters,” this
16 Court would still have the authority to hear such case. *Id.* (“[B]ecause we hold that a
17 district court judge in the family division has the same constitutional power and
18 authority as any district court judge, a family court judge has the authority to preside
19 over a case improperly filed or assigned to the family court division.”). “[T]he
20 Legislature could not revoke the power of a judge sitting in the family court division
21 to hear proceedings that lie outside the family court’s jurisdiction, because a judge
22 sitting in the family court has the constitutional powers of a district judge.” *Id.* It is
23 clear from the decision in *Landreth* that this Court has the authority and power under
24 Article 6 of the Nevada Constitution to hear any subject matter that can be heard by
25 any other judge in this District. There is no other possible reading or interpretation
26 of *Landreth*.

27
28 ⁴ Third-Party Defendants’ Supplemental Motion to Dismiss, pg. 6, lines 5-6.

1 Movants' continued reliance on Eighth Judicial District Court Rules, Rule
2 4.16(a) (2012), and Nevada Revised Statutes, Section 2.120 (2012), is similarly
3 misplaced. EDCR 4.16(a), Part IV of the Eighth Judicial District Court Rules, and
4 NRS 2.120, in general, are simply administrative and procedural rules for the initial
5 assignment and distribution of cases amongst the various district court judges. As
6 clearly established in *Landreth*, such administrative and procedural rules for the initial
7 distribution of cases cannot abridge the subject matter jurisdiction of this Court to
8 hear the same types of matters as any other judge in this District when such matters
9 come before it, even if by administrative error. *Id.*

10 In fact, this Court not only has the subject matter jurisdiction to hear the claims
11 asserted by Lynita, but should hear such claims which are intertwined with this Court's
12 authority to adjudicate the community and separate property rights of the parties.
13 *Barelli v Barelli*, 11 Nev. 873, 877, 944 P.2d 246, 248 (1997). As the Court
14 emphasized throughout the December 13, 2011 hearing, the testimony thus far has
15 established that the ELN Trust was not created to destroy the parties' rights to
16 community property, or to transfer such community property to Eric as separate
17 property:

18 But it was real clear when they got in there that basically everybody was
19 treating these [trusts] as basically the trust was a asset protection and not
20 a community property distribution, and they never funded it to keep it
equal, or even considered that issue, and that was all the testimony.

21 [12-13-11 Hearing VTS 14:02:45] As the Court further discussed throughout the
22 December 13, 2011 hearing, the focus of the Court going forward is to determine the
23 rights of the parties' to the property that has been presented to the Court, no matter
24 how titled. In order to do so, the Court requires the ELN Trust to be a party to this
25 action, and will have to make a decision on the various claims asserted by Lynita
26 throughout this case, including in her Amended Third-Party Complaint. Consequently,
27 there is no reason why the Court should refuse to exercise its authority to preside over
28 the claims in the Amended Third-Party Complaint, as suggested by Movants, because

1 judgment of such claims is necessary for the Court to dispense with its power to
2 adjudicate and divide the parties' community property.

3 Movants also argue that Lynita "concedes that this Court lacks jurisdiction to
4 hear certain matters commenced pursuant to Title 12 and 13 of the Nevada Revised
5 Statutes, including, but not limited to, claims for declaratory relief," "as evidenced by
6 the fact that she has stricken her Third Claim for Relief, entitled: 'Declaratory Relief -
7 Alter Ego Veil-Piercing Against Eric and Eric Nelson's Alter Ego Trust.'"⁵ In the same
8 breadth, Movants point out to the Court that Lynita has made the same requests for
9 declaratory relief as were included in the "Third Claim for Relief" in the initial Third-
10 Party Complaint, in the First and Second Claims for Relief included in both the initial
11 Third-Party Complaint, and Amended Third-Party Complaint, but attempt to paint
12 such continued assertion of the First and Second Claims for Relief as a "failure" on
13 Lynita's part to complete her concession. Needless to say, Lynita's striking of the
14 "Third Claim for Relief" from her initial Third-Party Complaint was not a
15 "concession," nor was the inclusion of the First and Second Claims for Relief in both
16 the initial Third-Party Complaint, and Amended Third-Party Complaint a "failure."
17 The only reason that the "Third Claim for Relief" contained in the initial Third-Party
18 Complaint was stricken from the Amended Third-Party Complaint, was that the "Third
19 Claim for Relief" requested the same declaratory relief that was already requested in
20 the First and Second Claims for Relief, as pointed out by Movants. Lynita did not
21 want to inadvertently assert duplicative causes of action, and therefore, removed the
22 "Third Claim for Relief" contained in her initial pleading.

23 Movants are correct about one thing: there has in fact been a rather blatant
24 concession made in this case, but not by Lynita. In the "Answer to [Eric's] Complaint
25 for Divorce and Counterclaim and Cross-Claim," filed by Ms. Martin herein on behalf
26 of the ELN Trust, the ELN Trust asserts a cause of action for declaratory relief. Exhibit

27
28 ⁵ Third-Party Defendants' Supplemental Motion to Dismiss, pg. 4, lines 16-20.

1 A, pgs. 3-4. Specifically, *the ELN Trust requests from this Court a “declaratory judgment*
2 *that the ERIC L. NELSON NEVADA TRUST dated May 30, 2001, is a valid self-settled*
3 *spendthrift trust duly established pursuant to NRS 166, and that neither Eric L. Nelson nor*
4 *Lynita S. Nelson have a community property and/or separate property interest therein.” Exhibit*
5 A, pg. 4, lines 5-9 (emphasis added). This is the exact type of relief (declaratory relief
6 concerning the validity/invalidity of the ELN Trust) that Movants now assert that the
7 Court has no subject matter jurisdiction to hear. Obviously Movants knew that this
8 Court had subject matter jurisdiction to hear declaratory actions concerning the
9 validity and nature of trusts when Ms. Martin filed the ELN Trust’s “Answer to [Eric’s]
10 Complaint for Divorce and Counterclaim and Cross-Claim,” or the ELN Trust would
11 not have asserted such a cause of action. To now take the position that the ELN Trust
12 can maintain its claim for declaratory relief, but Lynita cannot maintain her claims for
13 similar relief, is unjustifiable, and should be totally disregarded by this Court.

14 Finally, Movants assert in their Supplemental Motions to Dismiss that if
15 Lynita’s various claims for relief set forth in the Amended Third-Party Complaint are
16 heard by this Court, Movants “will be deprived of their constitutional right to a jury
17 trial under Article 1, Section 3 of the Nevada Constitution.”⁶ Without addressing the
18 merits of whether Movants are entitled to a jury trial for any of the claims asserted in
19 the Amended Third-Party Complaint, since that issue is not presently before the Court,
20 it must be noted that Movants have not cited any law or rule that would prevent this
21 Court from empaneling a jury. To the contrary, under *Landreth* it seems clear that this
22 Court can conduct a jury trial if a party is in fact entitled to one.

23 B. Lynita Has Stated A Claim For Alter Ego Which Should Be Analyzed Under
24 NRS 78.747

25 Movants request that Lynita’s First and Second Claims for Relief in the
26 Amended Third-Party Complaint be dismissed because “Lynita has failed to make a
27

28 ⁶ Third-Party Defendants’ Supplemental Motion to Dismiss, pg. 8, lines 6-8.

1 proper allegation to support an alter ego claim under NRS 163.418,” and NRS 78.747
2 does not apply to trusts. In their Initial Motions to Dismiss, Movants asserted that
3 Nevada does not recognize alter ego claims against a self-settled, spendthrift trust. In
4 response, Lynita cited to NRS 163.418, wherein the Nevada Legislature specifically
5 recognizes alter ego claims in actions concerning trusts:

6 NRS 163.418 Clear and convincing evidence required to find settlor to
7 be alter ego of trustee of irrevocable trust; certain factors insufficient for
finding that settlor controls or is alter ego of trustee of irrevocable trust.

8 Absent clear and convincing evidence, a settlor of an irrevocable trust shall not
9 be deemed to be the alter ego of a trustee of an irrevocable trust. If a party
10 asserts that a settlor of an irrevocable trust is the alter ego of a trustee of the
trust, the following factors, alone or in combination, are not sufficient evidence
for a court to find that the settlor controls or is the alter ego of a trustee:

- 11 1. The settlor has signed checks, made disbursements or executed other
12 documents related to the trust as the trustee and the settlor is not a trustee, if
the settlor has done so in isolated acts.
- 13 2. The settlor has made requests for distributions on behalf of a beneficiary.
- 14 3. The settlor has made requests for the trustee to hold, purchase or sell any
15 trust property.
- 16 4. The settlor has engaged in any one of the activities, alone or in combination,
17 listed in NRS 163.4177.

18 (Emphasis added). Faced with an indisputable legislative enactment allowing for alter
19 ego claims against a trust and/or its settlor, Movants now argue that such claims, while
20 cognizable, cannot be analyzed under NRS 78.747.

21 Movants admit in their Supplemental Motion to Dismiss that “[n]o Nevada
22 statute specifies what makes a trust the alter ego of its settlor, but NRS 163.418
23 requires that any such claim must be proven by clear and convincing evidence.” It
24 simply cannot be stated that the Nevada Legislature specifically authorized alter ego
25 claims concerning the validity of trusts without any pronouncement, guidance, or
26 direction as to what types of factors would lead to a finding of alter ego, while at the
27 same time intending that the only statute, and consequently case law, concerning
28 findings of alter ego, would not be applied in such cases. Absent a specific legislative

1 enactment delineating the specific factors to be considered by this Court in examining
2 a claim for alter ego against a trust, the Court should look to those statutes and cases
3 applicable to such claims against other entities, and necessarily apply NRS 78.747.
4 This approach is consistent with the decisions of other courts that have had the
5 opportunity to consider the standard to be used in examining alter ego claims against
6 trusts, where no specific state law was directly applicable. *Dean v. U.S.*, 987 F.Supp.
7 1160, 1164 (W.D. Mo. 1997) (“Because there is no Missouri law applying the alter ego
8 doctrine to trusts, the court assumes that the same standard applied in the corporate
9 context would be applied to trusts.”); *In re Schwarzkopf*, 626 F.3d 1032, 1038-39 (9th
10 Cir. 2010) (applying California’s alter ego liability standard for corporations to a
11 bankruptcy trustee’s claim of alter ego against a debtor’s irrevocable trust).
12 Accordingly, this Court should apply NRS 78.747 to Lynita’s alter ego claims against
13 Eric and the ELN Trust, and deny Movants’ requests to dismiss.

14 Movants also argue that the Court should dismiss Lynita’s alter ego claims in the
15 Amended Third-Party Complaint because (1) settlement proposals are inadmissible to
16 prove the validity of a claim, (2) a spouse’s opinion as to the character of property has
17 no weight, and (3) certain allegations made in the Amended Third-Party Complaint
18 cannot form a basis for an alter ego claim, and are permissible acts by an investment
19 trustee of a spendthrift trust. First, Eric’s testimony during trial, in Open Court, as to
20 how the Court should divide the parties’ property, and introduction of exhibits setting
21 forth proposed distributions, whether such proposals were made during prior
22 settlement negotiations or not, are admissible. When offered to the Court during
23 testimony these proposed distributions were not settlement negotiations, but rather
24 Eric’s explanations (and admissions) of the extent and value of the parties’ community
25 property, and his position to the Court as to how to accomplish an equal division
26 between the parties of such community property.

27 . . .

28 . . .

1 Second, Movants' reliance on the Nevada Supreme Court's holdings in *Peters v.*
2 *Peters*, 92 Nev. 687, 692, 557 P.2d 713, 716 (1976), and *In re Wilson's Estate*, 56 Nev.
3 353, 53 P.2d 339, 344 (1936), that the "opinion of either spouse as to whether
4 property is separate or community is of no weight," is misplaced. In *Peters*, a husband
5 executed a will and filed for divorce the next day. *Id.*, 92 Nev. at 689, 53 P.2d at 714.
6 During the divorce proceedings husband passed away, and his estate filed an action
7 requesting that certain real property held by husband and wife as joint tenants prior
8 to husband's death be declared community property. *Id.*, 92 Nev. at 689, 53 P.2d at
9 715. The district court granted the request and wife appealed. *Id.*, 92 Nev. at 689-90,
10 53 P.2d at 715.

11 The Nevada Supreme Court in *Peters* reversed the district court's judgment,
12 holding that wife's "conclusory allegation in her counterclaim filed in the divorce action
13 . . .," that "the parties have acquired certain community property," was not binding
14 upon wife, and was insufficient to prove that the real property held by the parties in
15 joint tenancy was community property. *Id.*, 92 Nev. at 689, 692, 53 P.2d at 714, 716.

16 [Husband's estate's] contention that [wife's] conclusory allegation in her
17 counterclaim filed in the divorce action is conclusively binding upon her
18 is unsupportable in law. Although inconsistent allegations made in a
19 prior pleading are admissible in evidence for the purpose of impeachment,
20 such allegations must be statements of fact. Furthermore they are not
21 conclusive and are rebuttable by the pleader. [Citations omitted.]

22 The opinion of either spouse as to whether property is separate or
23 community is of no weight whatever. *In re Wilson's Estate*, 56 Nev. 353,
24 53 P.2d 339 (1936); *Barrett v. Franke*, 46 Nev. 170, 208 P. 435 (1922).
25 See *Morse v. Scott*, 130 S.W.2d 1041 (Tex.Civ.App. 1939).

26 No fact or facts were alleged in [wife's] counterclaim showing the
27 conduct, expressions or intent of the parties at the time of the taking or
28 during the holding of the real property. There was not even an allegation
that the property was acquired during the marriage or that community
funds were used to purchase and improve it. She merely listed in general
terms the property which she believed the parties had acquired. Absent
proof of intent or agreement to the contrary, the taking and holding of
the property in joint tenancy was tantamount to an agreement so to hold
it.

Id., 92 Nev. at 692, 557 P.2d at 716. Unlike the wife in *Peters*, Eric has testified as to
the community property nature of specific items of property. Furthermore, there is no

1 dispute in the instant matter that all property at issue was at one time or another
2 community property. Instead, the dispute in the instant matter is whether such
3 property remains community property. As is clear from the holding in *Peters*, factual
4 statements regarding the intent of spouses in titling certain community property in one
5 of the parties' names individually, or in some other manner, is admissible against the
6 spouse making such statements. *Id.* Additionally, "when it is made to appear that
7 property was once community property, it will generally be presumed that it maintains
8 that character until some direct evidence to the contrary is adduced, and the burden
9 of proof rests on the party claiming contrary." *In re Wilson's Estate*, 53 P.2d at 343 (the
10 case cited by Movants). Accordingly, Eric's testimony regarding whether the property
11 titled in the name of Eric's Alter Ego Trust was intended to remain community
12 property is admissible against Eric and Third-Party Defendants. Eric's testimony
13 concerning his exclusive control, management, and authority over Eric's Alter Ego Trust
14 is similarly admissible as a party admission.

15 Finally, the factual averments in Lynita's Amended Third-Party Complaint are
16 sufficient to state a cause of action for alter ego. As set forth in Lynita's Initial
17 Opposition and Countermotion, the Nevada Supreme Court has declared that any
18 order granting a motion to dismiss pursuant to NRCP 12(b)(5) "for failure to state a
19 claim upon which relief can be granted faces a rigorous standard of review on appeal,
20 as [the] court must construe the pleadings liberally and accept all factual allegations
21 in the complaint as true." *Blackjack Bonding v. City of Las Vegas Mun. Court*, 116 Nev.
22 1213, 1217, 14 P.3d 1275, 1278 (2000) (citing *Simpson v. Mars, Inc.*, 113 Nev. 188,
23 190, 929 P.2d 966, 967 (1997)) (emphasis added). A pleading should not be
24 dismissed for failure to state a claim for relief "unless it appears *beyond a doubt* that the
25 plaintiff could prove no set of facts which, if accepted by the trier of fact, would entitle
26 him to relief." *Edgar v. Wagner*, 101 Nev. 226, 228, 699 P.2d 110, 112 (1985) (citing
27 *Conley v. Gibson*, 335 U.S. 41, 45-46 (1957)) (emphasis added). Furthermore, "a
28 complaint need only set forth sufficient facts to demonstrate the necessary elements

1 of a claim for relief so that the defending party has adequate notice of the nature of the
2 claim and the relief sought." *Hall v. SSF, Inc.*, 112 Nev. 1384, 1391, 930 P.2d 94, 98
3 (1996).

4 In the Amended Third-Party Complaint, Lynita alleges, amongst other things,
5 that Eric, in concert with the Third-Party Defendants, caused monies from the ELN
6 Trust to be diverted to his family members and other third-parties not named
7 beneficiaries of said trust, paid personal expenses from the ELN Trust, directed
8 distributions from the ELN Trust in contravention of the ELN Trust's express terms,
9 and has exercised complete dominion and control over the assets of the ELN Trust, and
10 LSN Trust, through puppet distribution trustees acting at his sole and absolute
11 direction. See Amended Third-Party Complaint, ¶¶ 6-17, 30-31, 44-48, 50-61, 63, 66-
12 70, 72, 74, 76-77, 79-80, and 85-86. Such facts, taken as true, demonstrate that Eric's
13 Alter Ego Trust is influenced and governed by Eric, there is such unity of interest and
14 ownership that [Eric's Alter Ego Trust and Eric] are inseparable from each other, and
15 adherence to the fiction of a Nevada spendthrift trust would sanction fraud or promote
16 a manifest injustice (the elements for an alter ego claim under NRS 78.747).

17 Movants' argument that Lynita has not cited to any provisions of Eric's Alter
18 Ego Trust in the Amended Third-Party Complaint which prohibit the acts complained
19 about is similarly without merit. Lynita specifically alleges the provisions of Eric's Alter
20 Ego Trust which delineate and proscribe Eric's powers as Investment Trustee and
21 Settlor. See, Amended Third-Party Complaint, ¶¶ 35-43. Such provisions do not allow
22 for Eric to cause monies from the ELN Trust to be diverted to his family members and
23 other third-parties not named beneficiaries of said trust, to authorize, in his sole and
24 absolute discretion, payment to himself of distributions from the ELN Trust, or to
25 exercised complete dominion and control over the assets of the ELN Trust without
26 limitation. Such acts are further prohibited by NRS 166.120, and 166.040.
27 Accordingly, for the reasons stated herein, Movants' request to dismiss Lynita's cause
28 of action for alter ego should be denied.

1 C. Lynita's Fourth, Sixth, Seventh, Ninth, Eleventh, and Thirteenth Claims For
2 Relief Are Not Time-Barred

3 Movants continue to argue that Lynita's causes of action are time-barred by
4 NRS 166.170, NRS 11.190, and NRS 11.220. These arguments were discussed at
5 length in Lynita's Initial Opposition and Countermotion, and Lynita respectfully
6 requests that the Court refer to her Initial Opposition and Countermotion when
7 analyzing such arguments.

8 There are only a couple of additional points that should be briefly addressed
9 herein. Movants continue to argue that no matter what the status of the ELN Trust
10 is (valid or invalid), the ELN Trust and Movants should be afforded the statute of
11 limitations protections provided in NRS 166.170. They go so far as to say, "If Lynita
12 contends that the ELN Trust and the LSN Trusts were invalid upon creation (*i.e.* due
13 to fraud, sham alter ego), Lynita is deemed an existing creditor, which is defined as 'a
14 person who has a claim, [and therefore subject to the two (2) year statute of
15 limitations].'"⁷ Again, this argument defies logic. How can one be given protections
16 for something that does not exist? If the Court finds that the ELN Trust is invalid and
17 Eric's alter ego, then certainly Eric, individually, cannot be afforded the protections
18 afforded to a valid spendthrift trust, including the statute of limitations for bringing
19 actions concerning transfers of property to such trust. Indeed, if the ELN Trust is
20 found to be invalid and Eric's alter ego, the properties purportedly held by such trust
21 would be held by Eric and subject to community property distribution in this divorce
22 action.

23 Second, there is no doubt that the evidence so far supports the fact that Lynita
24 could not have discovered the facts constituting the elements of her cause of action
25 until June, 2011. As previously set forth above, "when it is made to appear that
26 property was once community property, it will generally be presumed that it maintains
27

28 ⁷ Third-Party Defendants' Supplemental Motion to Dismiss, pg. 18, lines 7-18.

1 that character until some direct evidence to the contrary is adduced, and the burden
2 of proof rests on the party claiming contrary." *In re Wilson's Estate*, 53 P.2d at 343. As
3 stated by the Court numerous times during the December 13, 2011 hearing, the
4 testimony thus far establishes that the LSN and ELN Trusts were not created to
5 destroy the parties' interests in the properties ultimately transferred thereto, that Eric
6 made all the decisions regarding such trusts, and that Eric convinced Lynita to just
7 trust him with respect to such trusts under the auspices that her property interests were
8 protected. [See 12-13-11 Hearing VTS 13:58:47, 14:00:48, 14:01:29] Accordingly, it
9 was not until Eric changed his position in this case that Lynita could have discovered
10 any injury. In fact, upon information and belief, up until the time of the divorce, and
11 even beyond, the parties regularly accessed such monies from the ELN Trust as deemed
12 necessary for their living expenses or discretionary spending. It would have been
13 impossible for Lynita to discover any injury when the properties titled in the name of
14 the trusts were in fact treated as though no trusts existed.

15 For the reasons set forth above, and previously in the Initial Opposition and
16 Countermotion, Movants' requests to dismiss Lynita's various causes of actions on
17 statute of limitations grounds should be denied.

18 D. Lynita Has Sufficiently Plead All Of Her Claims For Relief, Including Her
19 Claims For Relief Against Eric For Fraud, Deceit, Intentional Misrepresentation,
20 And Fraud In The Inducement

21 Third-Party Defendants again argue that Lynita's entire Amended Third-Party
22 Complaint should be dismissed based on the heightened pleading requirements of
23 Nevada Rules of Civil Procedure, Rule 9(b) (2012), or that Lynita should be given an
24 opportunity to further amend to meet such requirements. Further, Eric requests that
25 Lynita's specifically plead causes of action for fraud, deceit, intentional
26 misrepresentation, and fraud in the inducement against him should be dismissed on the
27 same grounds.

28 Even if the Court were to agree that each and every cause of action asserted by
Lynita must be plead with specificity, which clearly they do not, Lynita has met this

1 heightened requirement. Each and every cause of action in the Amended Third-Party
2 Complaint incorporates the allegations previously made in the Amended Third-Party
3 Complaint. Prior to endeavoring into Lynita's specific causes of action, the Amended
4 Third-Party Complaint lists seventy-seven (77) factual averments which set forth in
5 detail the acts committed by Movants that form the bases of Lynita's various claims,
6 as well as the time period of such acts. See, Amended Third-Party Complaint, ¶¶ 1-77.
7 With regards to the specifically plead causes of action for fraud, deceit, intentional
8 misrepresentation, and fraud in the inducement brought against Eric, where
9 particularity is admittedly required, Lynita has set forth the specific representations
10 made to her by Eric, as confirmed by his testimony in this matter, several of the specific
11 acts constituting the fraud, including Eric's attempts to deprive Lynita of her rights to
12 community property, to deplete community property, and to conceal community
13 property, several specific transfers made in furtherance of the fraud, the time period of
14 such acts, the nature of such acts, and numerous other matters. As stated in Eric's
15 Supplemental Motion to Dismiss, "The circumstances constituting the alleged fraud
16 must be 'specific enough to give defendants notice of the particular misconduct.'
17 [Citation omitted]." Accordingly, not every single act which may comprise the fraud
18 complained about must be alleged in a pleading. Certainly Movants have been given
19 specific enough information to put them on notice of their particular misconduct.

20 There are likely additional transfers of property, and additional acts that were
21 committed by Eric and/or Third-Party Defendants in furtherance of the fraud alleged
22 in the Amended Third-Party Complaint, that were not stated in the Amended Third-
23 Party Complaint. Since the discovery thus far has not focused on the ELN Trust, and
24 the acts of Eric and Third-Party Defendants related to same, such additional acts would
25 be peculiarly within the Movants' knowledge. It is well-settled that where the facts
26 constituting fraud are peculiarly within a defending party's knowledge, a plaintiff does
27 not have to plead fraud with particularity in his or her initial pleading, and instead
28 should be allowed to conduct discovery and then amend the pleading to meet the

1 heightened pleading requirements. *Rocker v. KPMG, LLP*, 148 P.3d 703, 708-09
2 (2006).

3 The exception strikes a reasonable balance between NRCP 9(b)'s
4 stringent requirements for pleading fraud and a plaintiff's inability to
5 allege the full factual basis concerning fraud because information and
6 documents are solely in the defendant's possession and cannot be secured
7 without formal, legal discovery. Therefore, we adopt this relaxed
8 standard in situations where the facts necessary for pleading "are
9 peculiarly within the defendant's knowledge or are readily obtainable by
10 him.

11 *Id.* at 709. Accordingly, assuming purely for the sake of argument that Lynita has
12 failed to meet the heightened pleading requirements of NRCP 9(b), the proper
13 procedure would be to allow for discovery to begin concerning the ELN Trust, and
14 require Lynita to amend her complaint once discovery is conducted. *Id.*

15 For the foregoing reasons, Movants' request to dismiss the Amended Third-Party
16 Complaint for failure to plead with particularity should be denied.

17 E. Lynita States Causes Of Action For Conspiracy And Aiding And Abetting

18 In their Initial Motions to Dismiss, Movants cited to *Collins v. Union Federal*
19 *Savings & Loan Association*, 662 P.2d 610, 99 Nev. 284 (1983), for the proposition that
20 employees and agents cannot conspire with each other, and/or their principal or
21 employer where they act in their official capacities on behalf of the principal and/or
22 employer and not as individuals. In response, Lynita explained that this rule of law is
23 inapplicable where an agent or employee acts for his or her individual benefit. Lynita
24 also explained that this rule is only applicable where one entity is involved, as was the
25 case in *Collins*. In response, Third-Party Defendants state in their Supplemental
26 Motions to Dismiss, "Although in *Collins* the agents and employees were agents and
27 employees of a single corporation, that case certainly does not require that Eric [and
28 Third-Party Defendants] be agents and employees of a single corporation, and Lynita
has failed to cite any case law holding otherwise." *Collins* does, however, require that
there only be one corporate entity in order to dismiss claims for aiding and abetting
and conspiracy for failure to name multiple participants, because only where there is

1 one entity can it be said that “no unlawful combination of persons would exist.” *Id.*,
2 662 P.2d at 622, 99 Nev. at 303. Where employees and agents of two (2) or more
3 entities conspire, then the unlawful combination of participants does exist.

4 Finally, Movants argue that the Amended Third-Party Complaint fails to allege
5 that Third-Party Defendants acted for their individual benefit. Where there are
6 multiple actors involved, however, no such allegation is required. *See id.*

7 F. The Court Has Already Ruled On The Merits Of Lynita’s Claim For Injunctive
8 Relief

9 The law surrounding Lynita’s claim for injunctive relief was extensively briefed
10 not only in Lynita’s Initial Opposition and Countermotion, but also in connection with
11 the ELN Trust’s request to release the funds received from the sale of Silver Slipper
12 Casino Venture, LLC, currently being held pursuant to this Court’s injunction in a
13 trust account established by David Stephens, Esq. At the December 13, 2011 hearing,
14 the Court, after considering each parties’ respective positions on the issue of injunctive
15 relief, held that injunctive relief is warranted and authorized in this matter to prevent
16 the dissipation of assets subject to a claim of community interest, no matter how such
17 assets are titled. Accordingly, Movants renewed request to consider the sufficiency of
18 Lynita’s claim for injunctive relief should be denied, and an additional injunction
19 should immediately issue enjoining the transfer, sale, or encumbrance of any other
20 assets titled in the name of the ELN Trust.

21 G. Eric’s Request To Dismiss Lynita’s Cause Of Action For Breach Of Oral
22 Contract Should Be Denied

23 Eric requests that Lynita’s claim for breach of oral contract be dismissed based
24 on the statute of frauds contained in NRS 111.220, and the requirements of NRS
25 123.270 that marriage contracts be in writing. It is axiomatic that oral agreements
26 which are normally required to be in writing, including property settlement agreements
27 and marriage contracts, “may nevertheless be enforced if the party seeking enforcement
28 establishes part performance of the contract or a basis for applying the doctrine of

1 estoppel.” *Schreiber v. Schreiber*, 99 Nev. 453, 455, 663 P.2d 1189, 1190 (1983).
2 Lynita specifically alleges in her Amended Third-Party Complaint that she signed
3 documents presented to her “to transfer assets to and from the LSN Trust, and ERIC
4 NELSON’S ALTER EGO TRUST,” in reliance on the representations made by Eric.
5 See, e.g., Amended Third-Party Complaint, ¶ 137. Accordingly, Eric’s request to
6 dismiss Lynita’s claim for breach of oral contract based on the statute of frauds must
7 be denied.

8 H. Lynita Has Named The Proper Parties To This Action

9 Movants request that all of Lynita’s claims against the ELN Trust be dismissed,
10 asserting that “said claims, if any survive the Motion to Dismiss, should be made by
11 and through the [sic] Lana as Distribution Trustee of the ELN Trust.”⁸ Ms. Martin,
12 individually and as current and/or former Distribution Trustee of the ELN Trust, is a
13 named party in this action, and all causes of action concerning the ELN Trust in the
14 Amended Third-Party Complaint have been asserted against Ms. Martin in her capacity
15 as Distribution Trustee. Accordingly, Movants’ request should be denied.

16 I. Movants’ Request To Strike Certain Allegations Contained In The Amended
17 Third-Party Complaint Should Be Denied

18 Movants request that paragraphs 6, 10, 11, 12, 13, 57-61, 73, 74, 78, and 79
19 of the Amended Third-Party Complaint be stricken, asserting that such allegations are
20 immaterial and cannot form the basis of Lynita’s requests for relief. If the Court
21 reviews Movants’ quotations of such paragraphs⁹ it will see that Movants have selected
22 limited portions of same, or misquoted same, in order to take such quotations out of
23 context. Furthermore, the paragraphs cited clearly are material to the claims asserted
24 by Lynita, whether it be the alter ego claim, or other claims set forth in the Amended
25 Third-Party Complaint.

26
27 ⁸ Third-Party Defendants’ Supplemental Motion to Dismiss, pg. 30, lines 2-10.

28 ⁹ Contained in Third-Party Defendants’ Supplemental Motion to Dismiss, pgs. 13-14.

1 J. Lynita Should Be Awarded Her Attorneys' Fees And Costs

2 In the Initial Opposition and Countermotion, Lynita requested the attorneys'
3 fees and costs she incurred responding to Movants' various requests to dismiss, and set
4 forth the bases therefore. In addition to those bases, Lynita has been forced to incur
5 substantial fees and costs to defend against Movants' request to dismiss her causes of
6 action for lack of subject matter jurisdiction. This request by Movants is wholly
7 without merit, as demonstrated not only by applicable law, but by the fact that Ms.
8 Martin, on behalf of the ELN Trust, asserted a claim for declaratory relief in the ELN
9 Trust's "Answer to [Eric's] Complaint for Divorce and Counterclaim and Cross-Claim,"
10 filed with this Court. As set forth above, this is one of the same causes of action that
11 Movants now assert that the Court has no jurisdiction over. Such oppressive litigation
12 tactics cannot be condoned, and Lynita should be awarded attorneys' fees and costs as
13 previously requested.

14 **III. CONCLUSION**

15 For the reasons set forth in this Supplemental Opposition, and in her Initial
16 Opposition and Countermotion, Lynita respectfully requests that the Court deny
17 Movants' Motions to Dismiss, and Supplemental Motions to Dismiss in their entirety,
18 and award her the fees and costs she has incurred, and will continue to incur, in
19 defending against same.

20 DATED this 21st of January, 2012.

21 THE DICKERSON LAW GROUP

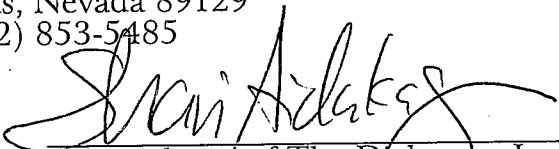
22
23 By Robert P. Dickerson
24 ROBERT P. DICKERSON, ESQ.
25 Nevada Bar No. 000945
26 KATHERINE L. PROVOST, ESQ.
27 Nevada Bar No. 008414
28 JOSEF M. KARACSONYI, ESQ.
Nevada Bar No. 010634
1745 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for LYNITA NELSON

CERTIFICATE OF MAILING

I HEREBY CERTIFY that I am serving via U.S. Mail, Facsimile and Electronic Mail a true and correct copy of the foregoing SUPPLEMENTAL OPPOSITION TO MOTIONS TO DISMISS AND OPPOSITION TO MOTION TO DISMISS AMENDED THIRD-PARTY COMPLAINT AND MOTION TO STRIKE, AND NOTICE OF JOINDER AND MOTION TO DISMISS FIFTH, EIGHTH AND TENTH CLAIMS BY ERIC L. NELSON, INDIVIDUALLY AND AS THE INVESTMENT TRUSTEE OF THE ERIC L. NELSON [TRUST], to the following at their last known addresses on this 27th day of January, 2012:

RHONDA K. FORSBERG, ESQ.
FORSBERG & DOUGLAS
1070 W. Horizon Ridge Pkwy., Ste. 100
Henderson, Nevada 89012
(702) 800-3589
Attorneys for Plaintiff

MARK A. SOLOMON, ESQ.
SOLOMON, DWIGGINS, FREER & MORSE, LTD.
9060 W. Cheyenne Avenue
Las Vegas, Nevada 89129
(702) 853-5485


An employee of The Dickerson Law Group

THE DICKERSON LAW GROUP

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Las Vegas, Nevada 89134

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FAX COVER SHEET

FAX NUMBER TRANSMITTED TO: (702) 800-3589

To: Rhonda K. Forsberg, Esq.
Of: Forsberg & Douglas
From: Josef M. Karacsonyi, Esq.
Re: Nelson v. Nelson, Case No. D-09-411537-D
Date: January 27, 2012

DOCUMENTS	NUMBER OF PAGES*
SUPPLEMENTAL OPPOSITION TO MOTIONS TO DISMISS AND OPPOSITION TO MOTION TO DISMISS AMENDED THIRD-PARTY COMPLAINT AND MOTION TO STRIKE, AND NOTICE OF JOINDER AND MOTION TO DISMISS FIFTH, EIGHTH AND TENTH CLAIMS BY ERIC L. NELSON, INDIVIDUALLY AND AS THE INVESTMENT TRUSTEE OF THE ERIC L. NELSON [TRUST]	31

COMMENTS:

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AAPP 7552

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FAX COVER SHEET

FAX NUMBER TRANSMITTED TO: (702) 853-5485

To: Mark A. Solomon, Esq.
Of: Solomon, Dwiggin, Freer & Morse, LTD.
From: Josef M. Karacsonyi, Esq.
Re: Nelson v. Nelson, Case No. D-09-411537-D
Date: January 27, 2012

DOCUMENTS	NUMBER OF PAGES*
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0001

DISTRICT COURT
CLARK COUNTY, NEVADA

ERIC L. NELSON

Plaintiff(s),

-VS-

LYNITA SUE NELSON

Defendant(s).

CASE NO. D411537

DEPT. NO. O

**FAMILY COURT
MOTION/OPPOSITION FEE
INFORMATION SHEET
(NRS 19.0312)**

Party Filing Motion/Opposition: ☐ Plaintiff/Petitioner ☒ Defendant/Respondent

MOTION FOR OPPOSITION TO SUPPLEMENTAL OPPOSITION TO MOTIONS TO
DISMISS AND OPPOSITION TO MOTION TO DISMISS AMENDED THIRD-PARTY
COMPLAINT AND MOTION TO STRIKE, AND NOTICE OF JOINDER AND MOTION
TO DISMISS FIFTH, EIGHTH AND TENTH CLAIMS BY ERIC L. NELSON,
INDIVIDUALLY AND AS THE INVESTMENT TRUSTEE OF THE ERIC L. NELSON
[TRUST

]

**Motions and
Oppositions to Motions
filed after entry of a final
order pursuant to NRS
125, 125B or 125C are
subject to the Re-open
filing fee of \$25.00,
unless specifically
excluded. (NRS 19.0312)**

NOTICE:

*If it is determined that a motion or
opposition is filed without payment
of the appropriate fee, the matter
may be taken off the Court's
calendar or may remain undecided
until payment is made.*

Mark correct answer with an "X."

1. No final Decree or Custody Order has been entered. ☒ YES ☐ NO
2. This document is filed solely to adjust the amount of support for a child. No other request is made.
☐ YES ☒ NO
3. This motion is made for reconsideration or a new trial and is filed within 10 days of the Judge's Order
If YES, provide file date of Order: _____
☐ YES ☒ NO

If you answered YES to any of the questions above,
you are not subject to the \$25 fee.

AAPP 7556

1 Motion/Opposition ☐ IS ☒ IS NOT subject to \$25 filing fee

2 Dated this 27th of January, 2002 ~~200~~ 2012

3 Shari Adakas
4 Printed Name of Preparer

Shari Adakas
Signature of Preparer

Motion-Opposition Fee.doc/1/30/05

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Exhibit “A”

1 ANS
2 MARK A. SOLOMON, ESQ.
3 Nevada State Bar No. 0418
4 E-mail: msolomon@sdfnvlaw.com
5 JEFFREY P. LUSZECK
6 Nevada State Bar No. 9619
7 E-mail: jluszeck@sdfnvlaw.com
8 SOLOMON DWIGGINS FREER & MORSE, LTD.
9 Cheyenne West Professional Centre
10 9060 W. Cheyenne Avenue
11 Las Vegas, Nevada 89129
12 Telephone No.: (702) 853-5483
13 Facsimile No.: (702) 853-5485
14
15 Attorneys for Lana Martin, Distribution Trustee
16 of the ERIC L. NELSON NEVADA TRUST
17 dated May 30, 2001

10 DISTRICT COURT
11 CLARK COUNTY, NEVADA

13 ERIC L. NELSON,

14 Plaintiff/Counterdefendant,

15 vs.

16 LYNITA SUE NELSON, LANA MARTIN,
17 as Distribution Trustee of the ERIC L.
18 NELSON NEVADA TRUST dated May 30,
19 2001

20 Defendants/Counterclaimants.

21 LANA MARTIN, Distribution Trustee of the
22 ERIC L. NELSON NEVADA TRUST dated
23 May 30, 2001,

24 Crossclaimant,

25 vs.

26 LYNITA SUE NELSON,

27 Crossdefendant.

) Case No. D-411537
) Dept. No. O

28 ANSWER TO COMPLAINT FOR DIVORCE AND COUNTERCLAIM AND CROSS-CLAIM

Lana Martin, Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May

30, 2001 ("TRUST"), by and through her counsel, Solomon Dwiggin Freer & Morse, Ltd.,
Answers Plaintiff Eric L. Nelson's Complaint for Divorce as follows:

1. The TRUST lacks knowledge or information sufficient to form a belief as to the truth
or falsity of the allegations contained in Paragraphs I, II, III, IV, V, VI, VII, VIII, X, XII, XIII and
XIV.

2. As to Paragraph IX, the TRUST denies that the assets belonging to the TRUST are
the "community property of the parties."

3. As to Paragraph XI, the TRUST denies that the assets belonging to the TRUST are
the "separate property of the parties."

AFFIRMATIVE DEFENSES

1. The Complaint fails to state a claim on which any relief can be granted against the
TRUST and should therefore be dismissed.

2. The Causes of Action are barred by the statute of limitations.

3. The Causes of Action are barred by the doctrine of laches and/or any other equitable
defense.

4. The Parties have waived any potential claims against the TRUST.

5. Pursuant to NRCP 11, all possible affirmative defenses may not have been alleged
herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of this
Answer, and therefore, the TRUST reserves his right to amend the Answer to assert additional
affirmative defenses as subsequent investigation warrants.

COUNTERCLAIM AND CROSS-CLAIM

Lana Martin, Distribution Trustee of the ERIC L. NELSON NEVADA TRUST dated May
30, 2001 ("TRUST"), by and through her counsel, Solomon Dwiggin Freer & Morse, Ltd., hereby
complains against Eric L. Nelson and Lynita S. Nelson as follows:

1. Upon information and belief, Counterdefendant Eric. L. Nelson, is a resident of
Clark County, Nevada.

2. Upon information and belief, Crossdefendant Lynita S. Nelson, is a resident of Clark
County, Nevada.

1 3. Counterclaimant/Cross-Claimant, Lana Martin, Distribution Trustee of the TRUST,
2 is a resident of Clark County, Nevada.

3 4. On May 30, 2001, the TRUST was established by Eric L. Nelson. The Eric L.
4 Nelson Trust is a single-settlor spendthrift trust established pursuant to NRS 166 for the benefit of
5 Eric L. Nelson and his five children.

6 5. The TRUST is irrevocable and "may not be altered, amended or revoked." The
7 TRUST was funded, in part, by assets that were wholly owned by the ERIC L. NELSON
8 SEPARATE PROPERTY TRUST dated July 13, 1993.

9 6. The TRUST is a separate and distinct legal entity, and neither Eric L. Nelson nor
10 Lynita S. Nelson have a legal estate in the capital, principal or corpus of the TRUST.

11 **FIRST CLAIM FOR RELIEF**

12 7. Counterclaimant/Cross-Claimant repeats and realleges each and every allegation
13 contained in the preceding paragraphs of this Counterclaim/Cross-Claim, incorporates them by
14 reference, and further alleges as follows:

15 8. Upon information and belief, Eric L. Nelson and/or Lynita S. Nelson contend that
16 some or all of the assets owned by the TRUST are community property and/or separate property,
17 and as such, are subject to division in the instant divorce proceeding.

18 9. A ripe case in controversy exists between Counterclaimant/Cross-Claimant and Eric
19 L. Nelson and Lynita S. Nelson regarding their community property and/or separate property
20 interest, if any, in the TRUST.

21 10. Pursuant to NRS 30.040, Counterclaimant/Cross-Claimant seeks a declaratory
22 judgment that the TRUST is a valid self-settled spendthrift trust duly established pursuant to NRS
23 166, and that neither Eric L. Nelson nor Lynita S. Nelson have a community property and/or
24 separate property interest therein.

25 11. As a result of the allegations herein, Counterclaimant/Cross-Claimant has been
26 compelled to retain the services of counsel in order to institute and prosecute these proceedings, and
27 to retain expert consultants and witnesses as reasonably necessary to prove its case, thus entitling
28 Counterclaimant/Cross-Claimant to an award of attorneys' fees and costs in amounts to be

1 established at the time of trial.

2 12. Counterclaimant/Cross-Claimant is entitled to recover damages, including but not
3 limited to, attorneys' fees, statutory interest, and any costs expended in pursuit of this
4 Counterclaim/Cross-Claim.

5 **WHEREFORE**, Counterclaimant/Cross-Claimant pray for judgment as follows:

6 1. For a declaratory judgment that the ERIC L. NELSON NEVADA TRUST dated May
7 30, 2001, is a valid self-settled spendthrift trust duly established pursuant to NRS 166, and that
8 neither Eric L. Nelson nor Lynita S. Nelson have a community property and/or separate property
9 interest therein;

10 2. For reasonable attorneys' fees and costs incurred in the prosecution of this matter;
11 and

12 3. For such order and further relief as this Court deems just and proper.

13 DATED this 19th day of August, 2011.

14 SOLOMON DWIGGINS FREER & MORSE, LTD.

15 By: 

16 MARK A. SOLOMON, ESQ.

17 Nevada State Bar No. 0418

18 JEFFREY P. LUSZECK

19 Nevada State Bar No. 9619

20 Cheyenne West Professional Centre'

21 9060 West Cheyenne Avenue

22 Las Vegas, Nevada 89129

23 Attorneys for Lana Martin, Distribution Trustee
24 of the ERIC L. NELSON NEVADA TRUST

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