

1993

Joyce K. Jacobsen v. Shirley F. Jacobsen : Brief of Appellant

Utah Court of Appeals

Follow this and additional works at: https://digitalcommons.law.byu.edu/byu_ca1



Part of the [Law Commons](#)

Original Brief Submitted to the Utah Court of Appeals; digitized by the Howard W. Hunter Law Library, J. Reuben Clark Law School, Brigham Young University, Provo, Utah; machine-generated OCR, may contain errors.

Thomas L. Willmore; Olson and Hoggan; attorneys for appellee.

Michael W. IsBell, Raymond N. Malouf; Malouf Law Offices; attorneys for appellant.

Recommended Citation

Brief of Appellant, *Jacobsen v. Jacobsen*, No. 930496 (Utah Court of Appeals, 1993).
https://digitalcommons.law.byu.edu/byu_ca1/5413

This Brief of Appellant is brought to you for free and open access by BYU Law Digital Commons. It has been accepted for inclusion in Utah Court of Appeals Briefs by an authorized administrator of BYU Law Digital Commons. Policies regarding these Utah briefs are available at http://digitalcommons.law.byu.edu/utah_court_briefs/policies.html. Please contact the Repository Manager at hunterlawlibrary@byu.edu with questions or feedback.

IN THE UTAH COURT OF APPEALS

JOYCE K. JACOBSEN (Kalanguin),
Plaintiff and Appellant

vs.

SHIRLEY F. JACOBSEN,
Defendant and Appellee.

ADDENDUM TO
BRIEF OF THE
PLAINTIFF-APPELLANT

Appellate Court No. 930496-CA

UTAH COURT OF APPEALS
BRIEF

UTAH
DOCKET
K F U
50
A10
DOCKET NO.

930496

Thomas L. Willmore
Olson and Hoggan
Attorneys For Defendant-Appellee
P.O. Box 525
Logan, Utah 84321

Michael W. IsBell #6577
Raymond N. Malouf #2067
MALOUF LAW OFFICES
Attorneys For
Plaintiff-Appellant
150 East 200 North, Suite D
Logan, Utah 84321
Telephone: (801) 752-9380

FILED
Utah Court of Appeals

APR 27 1994

ADDENDUM TABLE OF CONTENTS

Addendum A	FINDINGS OF FACT AND ORDER	June 30, 1993
Addendum B	U.R.C.P., Rule 60(b)	
Addendum C	STIPULATION	August 27, 1987
Addendum D	ORDER	August 28, 1987
Addendum E	DECREE OF DIVORCE	September 17, 1987
Addendum F	MOTION TO SET ASIDE DIVORCE DECREE AND FOR NEW TRIAL ON ISSUES OF PROPERTY SETTLEMENT	November 27, 1987
Addendum F-2	AFFIDAVIT OF PLAINTIFF	December 3, 1987
Addendum G	ANSWERS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS	May 1, 1987
Addendum H	DEFENDANT'S SUMMARY OF PROPERTY	July 17, 1987
Addendum I	AFFIDAVIT OF COUNSEL JOHN T. CAINE	September 18, 1992
Addendum J	DEFENDANT'S ANSWERS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS.	August 6, 1992

Tab A

Addendum A

**FINDINGS OF FACT AND
ORDER**

June 30, 1993

Thomas L. Willmore (#4256)
OLSON & HOGGAN, P.C.
Attorneys for Defendant
88 West Center
P.O. Box 525
Logan, Utah 84321
Telephone (801) 752-1551

1993 JUN 15 PM 3 19

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF UTAH, IN AND FOR THE COUNTY OF CACHE

JOYCE KALANQUIN,

Plaintiff,

vs.

SHIRLEY F. JACOBSEN,

Defendant.

FINDINGS OF FACT AND
ORDER

8620
Civil No. 25033

This matter came before the Honorable Gordon J. Low on Plaintiff's Motion To Set Aside Divorce Decree and for a new trial on the issues of property settlement on May 21, 1993. The Plaintiff was present and represented by her attorney, Raymond N. Malouf, and the Defendant was present and represented by his attorney, Thomas L. Willmore. The parties presented evidence and testimony to the Court and the Court having received the evidence and testimony of the parties and being fully advised in the premises, now makes and enters the following:

FINDINGS OF FACT

1. Plaintiff and Defendant were married on June 30, 1976.
2. On July 23, 1986, Plaintiff filed a Complaint for divorce against the Defendant in the First Judicial District Court, Cache County, Utah.

HOGGAN, P.C.
KEYS AT LAW
WEST CENTER
BOX 525
AN 84323-0525
752 1551

NOTION OFFICE
EAST MAIN
BOX 115
ON UTAH 84337
752 3885

RECORDED

7-22-93

Case #

862025033
#103

JUN 30 1993

by

T.W.

3. Until the trial of this matter, both Plaintiff and Defendant conducted extensive discovery and investigation into each other's property, assets and income.

4. During the divorce proceedings, both Plaintiff and Defendant were represented by legal counsel.

5. On August 27, 1987 Plaintiff and Defendant, together with their attorneys, entered into a Stipulation regarding the issues of property settlement, alimony and payment of attorney's fees.

6. The Stipulation was presented to Judge Christoffersen of the First Judicial District Court on August 27, 1987 and on August 28, 1987 an Order was signed by Judge VeNoy Christoffersen which incorporated the terms and conditions of the Stipulation of the parties concerning the issues of alimony, property settlement and attorney's fees.

7. The Court in making its Findings of Fact specifically mentioned and looked to the following exhibits and documents: May 1, 1987 minute entry by the Clerk of the First Judicial District Court, Cache County, Utah; Plaintiff's evidence of financial status; Defendant's summary of property; Answers To Interrogatories And Requests For Production Of Documents by Plaintiff and Defendant; Stipulation of the parties dated August 27, 1987; and, Order of the Court dated August 28, 1987.

8. The Court finds that Plaintiff has filed her Motion To Set Aside pursuant to paragraph 10 of the August 28, 1987 Order. Furthermore, the Court finds that the term "disclosure" as used in paragraph 10 means either a disclosure by the Defendant to the Plaintiff, independent knowledge of the Plaintiff concerning property, or knowledge of the Plaintiff concerning property pursuant to her own investigation.

9. The Court finds that the term "remainder property" includes small parcels of land and protection strips owned by the Defendant in the various subdivisions he developed. The Court finds that the remainder parcels were disclosed to Plaintiff or could have been discovered by her. The Court finds that these

1 HOGGAN, P C
RNEYS AT LAW
VEST CENTER
3 BOX 525
UTAH 84323-0525
1) 752 1551

INTON OFFICE
3 EAST MAIN
D BOX 115
TOM UTAH 84337
1) 257 3885

remainder parcels had no value according to the testimony and evidence presented at trial.

10. The Court finds that Lot 2, Block 10, Weston City, Franklin County, Idaho, was disclosed to the Plaintiff.

11. The Court finds that the commercial property of Bonanza Development Company located at 666 North Main, Logan, Utah, 84321, and the surrounding property owned by the Bonanza Development Company was disclosed to Defendant.

12. The Court finds that all property owned by the Plaintiff in Cherry Creek, Cache County, Utah, was disclosed to the Plaintiff.

13. The Court finds that all lots, remainder property and property of the Plaintiff in Grand View Hills Subdivision, Cache County, Utah, was disclosed to the Defendant.

14. The Court finds that all property of the Defendant in the Knowles Subdivision, Cache County, Utah, was disclosed to the Defendant.

15. The Court finds that all property of the Defendant in the Val-View Subdivision, Cache County, Utah, and any remainder property in said subdivision was disclosed to the Defendant.

16. The Court finds that Defendant's property located in Meadow Village, Cache County, Utah, and any remainder property was disclosed to the Defendant.

17. The Court finds that Defendant's property located in King Clarion Hills Subdivision, Davis County, Utah, together with any remainder property in said subdivision was disclosed to the Defendant.

18. The Court finds that any of Defendant's property in the Navajo Hills Subdivision or surrounding the Navajo Hills Subdivision in Kane County, Utah, was disclosed to Defendant.

19. The Court finds that Defendant's interest in the Pyramid Investment Company, Penal County, Arizona, was disclosed to Defendant.

LEHOGGAN, P.C.
ATTORNEYS AT LAW
WEST CENTER
P.O. BOX 525
LOGAN, UTAH 84323-0525
(435) 752-1551

LOGAN OFFICE
3 EAST MAIN
P.O. BOX 115
LOGAN, UTAH 84337
(435) 257-3885

20. The Court finds that Defendant's interest in the S.F. Jacobsen Family Limited Partnership was disclosed to Defendant because she obtained a copy of the Family Limited Partnership document prior to the date of divorce and had knowledge concerning it through the summer of 1987.

21. The Court finds that Defendant's partnership interest in the Bridlewood Hills Development Company was disclosed to Plaintiff.

22. The Court finds that Defendant's interest in any and all real estate contracts and accounts receivable was disclosed to Plaintiff.

23. The Court finds that sanctions and attorney's fees should not be awarded by the Court to Defendant against Plaintiff and her attorney and the Court finds that each party should pay their own attorney's fees and costs of Court incurred in this matter.

Based upon the foregoing Findings of Fact, the Court now makes and enters the following:

ORDER

It is hereby ORDERED, ADJUDGED and DECREED as follows:

1. Plaintiff's Motion To Set Aside Divorce Decree and for a new trial on the issues of property settlement is hereby denied because Defendant's interests in real property, partnerships, accounts receivable or real estate contracts were disclosed to Plaintiff by Defendant or Plaintiff knew about the property because of her relationship with the Defendant or her independent investigation of Defendant's assets.

2. Plaintiff's claims against Defendant's property and assets pursuant to Plaintiff's Motion To Set Aside Divorce Decree and for a new trial on the issues of property settlement is hereby denied concerning the following real property, accounts receivable, partnership interests and assets: Lot 2, Block 10, Weston City, Franklin County, Idaho; Bonanza Development Company property

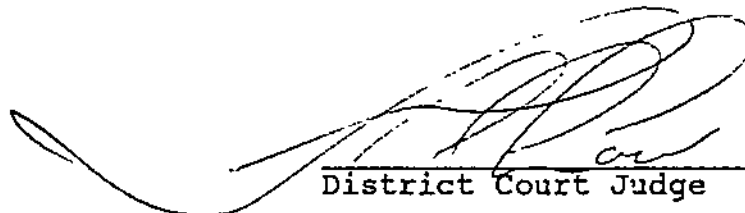
MOGGAN, P.C.
ATTORNEYS AT LAW
WEST CENTER
3 BOX 525
IDAHO 84323-0525
11 752 1551

INTON OFFICE
3 EAST MAIN
0 BOX 115
TON UTAH 84337
1) 257 3685

located at 666 North Main, together with adjoining property; Cherry Creek, Cache County, Utah; Grand View Hills Subdivision, Cache County, Utah, together with remainder property interests in said Subdivision; Lot 5, Knowles Subdivision, Cache County, Utah; Defendant's interests in Meadow Village, Cache County, Utah; Val-View Subdivision, Cache County, Utah, and any remainder property in the Val-View Subdivision; King Clarion Hills Subdivision, Davis County, Utah and any remainder property in the King Clarion Hills Subdivision; Navajo Hills Subdivision, and any real property owned by Defendant located in Kane County, Utah; Pyramid Investment Company, Penal County, Arizona; Bridlewood Hills Development, Company, Cache County, Utah; the S.F. Jacobsen Family Limited Partnership; accounts receivable and real estate contracts.

3. The Court hereby denies Defendant's request for sanctions and attorney's fees against the Plaintiff and Plaintiff's attorney.

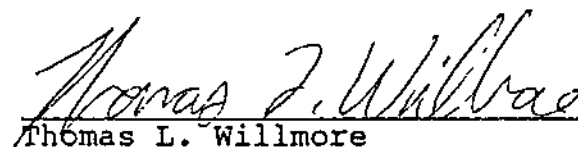
DATED this 30th day of June, 1993.



District Court Judge

CERTIFICATE OF HAND DELIVERY

I hereby certify that I hand delivered an exact copy of Findings Of Fact and Order to Plaintiff's Attorney, Raymond N. Malouf at the First Judicial District Court, 140 North 100 West, Logan, Utah, 84321, this 14th day of June, 1993.



Thomas L. Willmore

1 HOGGAN, P C
RNEYS AT LAW
VEST CENTER
D BOX 525
UTAH 84323-0525
11 752 1551

INTON OFFICE
3 EAST MAIN
O BOX 115
TON UTAH 84337
11 257 3885

wpd/tlw/d/jacob.fof
N-3903.3

Tab B

Addendum B

**UTAH RULES OF CIVIL PROCEDURE
RULE 60(b)**

UTAH RULES OF CIVIL PROCEDURE

Rule 60. Relief from judgment or order.

(a) **Clerical mistakes.** Clerical mistakes in judgments, orders or other parts of the record and errors therein arising from oversight or omission may be corrected by the court at any time of its own initiative or on the motion of any party and after such notice, if any, as the court orders. During the pendency of an appeal, such mistakes may be so corrected before the appeal is docketed in the appellate court, and thereafter while the appeal is pending may be so corrected with leave of the appellate court.

(b) **Mistakes; inadvertence; excusable neglect; newly discovered evidence; fraud, etc.** On motion and upon such terms as are just, the court may in the furtherance of justice relieve a party or his legal representative from a final judgment, order, or proceeding for the following reasons: (1) mistake, inadvertence, surprise, or excusable neglect; (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b); (3) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation or other misconduct of an adverse party; (4) when, for any cause, the summons in an action has not been personally served upon the defendant as required by Rule 4(e) and the defendant has failed to appear in said action; (5) the judgment is void; (6) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application; or (7) any other reason justifying relief from the operation of the judgment. The motion shall be made within a reasonable time and for reasons (1), (2), (3), or (4), not more than 3 months after the judgment, order, or proceeding was entered or taken. A motion under this Subdivision (b) does not affect the finality of a judgment or suspend its operation. This rule does not limit the power of a court to entertain an independent action to relieve a party from a judgment, order or proceeding or to set aside a judgment for fraud upon the court. The procedure for obtaining any relief from a judgment shall be by motion as prescribed in these rules or by an independent action.

Tab C

Addendum C

STIPULATION

August 27, 1987

Thomas L. Willmore 4256
HARRIS, PRESTON, CHAMBERS & WILLMORE
Attorneys for Defendant
31 Federal Avenue
Logan, Utah 84321

IN THE FIRST JUDICIAL DISTRICT COURT OF CACHE COUNTY
STATE OF UTAH

JOYCE K. JACOBSEN

Plaintiff,

vs.

SHIRLEY FELT JACOBSEN

Defendant.

*

*

*

*

*

S T I P U L A T I O N

Civil No. ~~24033~~

25033

Comes now the Plaintiff and the Defendant and in consideration of their mutual covenants and conditions herein set forth the parties do stipulate, contract and agree one with the other as follows:

Whereas, the Plaintiff has filed a complaint for divorce, and;

Whereas, the parties are desirous of stipulating and agreeing each with the other concerning the property and debts, and the parties respectfully request the court to approve and grant the provisions of said agreement and incorporate them in any divorce decree which may be issued.

Now, therefore, the parties hereby agree with each other as follows:

1. Real Property. Plaintiff and Defendant agree and stipulate that three homes have been acquired during the course of the marriage. The parties stipulate and agree that Plaintiff

Wife 25033-37

JUN 2 1937

SETH S. ALLEN, Clerk

is to have as her sole and separate property these three homes which are described as follows:

(a) 17⁷~~4~~ Country Club Drive, Logan, Utah, which is more particularly described as follows:

All that part of Lot 52, SUNSET VISTA PARK, as shown by the Extended Amendment No. 1 Plat recorded November 28, 1952, as filing No. 260139 and situate in the Southwest Quarter of Section 25, Township 12 North, Range 1 East of the Salt Lake Meridian, described as:

Beginning at the Northeast corner of said Lot 52, and running thence South 0 degrees 38' East on the East line of said lot 131.5 feet; thence South 89 degrees 23' West 105 Feet; thence North 0 degrees 37' West 131.5 feet to the North line of said Lot 52; thence East 105 feet to the POINT OF BEGINNING.

(b) 4095 South Main Street, Nibley, Utah, which is more particularly described as follows:

Part of the Southeast quarter of Section 28, Township 11 North, Range 1 East of the Salt Lake Base and Meridian, described as follows:

Beginning at a point in the West right-of-way line of a State highway which point is 40 rods and 1-1/2 feet North and 4 rods more or less West from the southeast corner of said section 28, running thence West 180 feet, thence North 15 feet, thence West 342 feet of record (418 feet by measurement) to an existing partition fence, thence Northeasterly 275 feet along this partition fence to a point 247 feet measured Northerly along the West right-of-way line of said State Highway and 430 feet West from the said West right-of-way line of State Highway, thence East 430 feet, thence Southerly 247 feet more or less to the point of beginning.

(c) 165 East 100 North #3, Logan, Utah, more particularly described as follows:

Unit 17: Building C: TWIN PINES CONDOMINIUMS, as described in that certain Declaration of Covenants, Conditions, and Restrictions of Twin Pines, a Condominium Project recorded 3 July 1973 as Filing No. 373769 in Book 156 of O.R., Page 443 in the office of the Recorder of Cache County, Utah, and which unit is further described and depicted in that certain map of Twin Pines Condominiums filed 3 July 1973 as Filing No. 373768 in the office of the Recorder of Cache County, Utah, together with an undivided 5.047% ownership interest in the common areas.

2. Property Settlement. As and for a payment for difference in property received by the parties, Defendant agrees to pay Plaintiff the lump sum of \$644.00. Said payment together with the other provisions of this Stipulation constitute a full and final property settlement between Plaintiff and Defendant and Plaintiff and Defendant hereby waive any present or future claims either may have against the other.

3. Premarital Property. Plaintiff and Defendant stipulate and agree that each has extensive property which they owned prior to marriage or inherited prior to marriage. Plaintiff and Defendant stipulate and agree that neither shall make a claim for any property which either owned prior to marriage, and by virtue of this Stipulation Plaintiff and Defendant agree to forever waive any claim to any premarital property or inherited property. Furthermore, Plaintiff has asserted a claim requesting a share of income derived from premarital property that Defendant has sold prior to the date of divorce. Plaintiff hereby waives any claim which she may have in the past, present and future concerning

income derived from premarital property presently owed or sold prior to the date of divorce.

4. Personal Property. The parties have effected to their mutual satisfaction a division of all personal property (acquired during marriage or prior to marriage) in which they had an interest, either singularly or jointly; and all such property which Plaintiff or Defendant now has in his or her control and possession shall remain his or her sole and separate property respectively, free from any claim whatsoever on the part of the other party.

5. Payment of Debts and Obligations. Plaintiff agrees to be liable and responsible for all debts and obligations concerning the three homes mentioned in paragraph 1 above. Furthermore, Plaintiff agrees to indemnify and hold Defendant harmless from any loss, demand or claim regarding any debts or obligations concerning the three homes stated in paragraph 1. Furthermore, Plaintiff agrees and stipulates to pay any and all debts and obligations which she has incurred individually since the date of separation on or about July 1, 1986, and furthermore, to indemnify and hold Defendant harmless from said debts.

Defendant agrees to pay all debts and obligations that are in his name and furthermore he agrees to hold Plaintiff harmless therefrom and indemnify Plaintiff from any and all debts and obligations which he has incurred individually since the date of separation on or about July 1, 1986.

6. Alimony. Plaintiff and Defendant agree and stipulate that neither will make any further claim upon the other for alimony or maintenance. Plaintiff and Defendant each agree to completely and forever waive any right of alimony or maintenance they may have against the other.

7. Western Realty & Development Company. Plaintiff and Defendant stipulate and agree that the business known as Western Realty & Development Company shall be the sole and separate property of Plaintiff. Plaintiff shall receive the right to use and transact business under the name of Western Realty & Development Company. Furthermore, Plaintiff shall receive from Defendant the realty sales signs which he has in his possession. Plaintiff shall not have any claim or right to the furniture and furnishings owned by Western Realty & Development Company. Said furniture and furnishings shall be the sole and separate property of the Defendant. Plaintiff shall take all necessary efforts to remove Defendant's name from any and all records and obligations involving Western Realty & Development Company. Furthermore, Plaintiff shall be responsible and liable for all debts and obligations of Western Realty & Development Company which have arisen since the date of separation on or about July 1, 1986 and all debts which may arise in the future and shall indemnify and hold Defendant harmless therefrom.

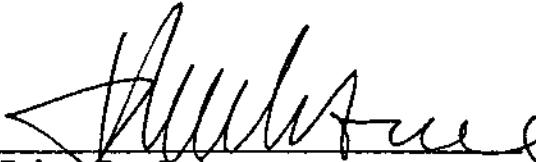
8. Voluntary Contract. Plaintiff and Defendant acknowledge that they execute this Stipulation of their own free will and

choice believing it to be in their best interests and both parties agree to hold their respective counsel harmless from any liability resulting herefrom and acknowledge that they made this decision on their own accord.

9. Disclosure. Each of the parties acknowledge that a full and complete disclosure of all property and debts incurred or acquired during the marriage has been made and should other property or debts later be discovered, an equitable order would have to be entered at such time.

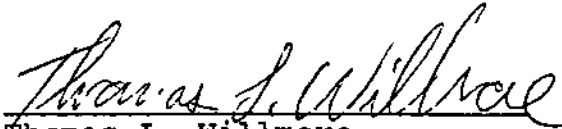
10. Attorney's Fees and Court Costs. Plaintiff and Defendant stipulate and agree that each will pay their own attorney's fees and costs of Court incurred in this action if this divorce is obtained upon this Stipulation Agreement.

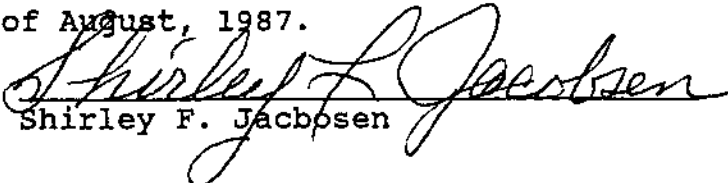
DATED this 27 day of August, 1987.


John F. Caine
Attorney for Plaintiff


Joyce K. Jacobsen

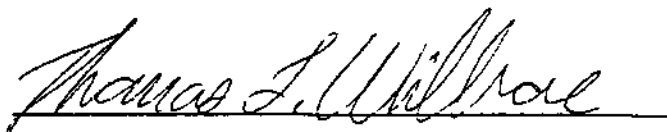
DATED this 27 day of August, 1987.


Thomas L. Willmore
Attorney for Defendant


Shirley F. Jacobsen

CERTIFICATE OF HAND DELIVERY

I hereby certify that I hand delivered a true and correct copy of the above and foregoing STIPULATION to the Plaintiff's Attorney, John T. Caine, 2568 Washington Blvd., Ogden, Utah 84401 on this 27 day of August, 1987.

A handwritten signature in cursive script, reading "Thomas L. Wilmore", is written over a horizontal line.

Jacobsen.Stipulation

Tab D

Addendum D

ORDER

August 28, 1987

Thomas L. Willmore 4256
HARRIS, PRESTON, CHAMBERS & WILLMORE
Attorneys for Defendant
31 Federal Avenue
Logan, Utah 84321

RECEIVED

1987 AUG 28 AM 10:18

20015 77 1 784

IN THE FIRST JUDICIAL DISTRICT COURT OF CACHE COUNTY
STATE OF UTAH

JOYCE K. JACOBSEN

*

Plaintiff,

*

O R D E R

vs.

*

SHIRLEY FELT JACOBSEN

*

Civil No. ~~24033~~

Defendant.

*

25033

THIS matter came on regularly for hearing before the above entitled Court on the 27th day of August, 1987, the Honorable VeNoy Christoffersen presiding. The Plaintiff was present in person and was represented by her attorney, John T. Caine, and Defendant was present in person and was represented by his attorney, Thomas L. Willmore; and the Court having heard the evidence and having received and read the Stipulation agreed to by the parties and filed herein, and being fully advised in the premises, and good cause appearing, it is hereby ORDERED that the Stipulation made and entered into by the parties hereto be and the same is hereby incorporated herein by reference.

It is further ordered according to the terms of said Stipulation as follows:

1. That Plaintiff shall have as her sole and separate property the three homes which have been acquired during marriage. The three homes are described as follows:

25033-38
Jef

AUG 28 1987

SETH S. ALLEN, Clerk 12

(a) 1744 Country Club Drive, Logan, Utah, which is more particularly described as follows:

All that part of Lot 52, SUNSET VISTA PARK, as shown by the Extended Amendment No. 1 Plat recorded November 28, 1952, as filing No. 260139 and situate in the Southwest Quarter of Section 25, Township 12 North, Range 1 East of the Salt Lake Meridian, described as:

Beginning at the Northeast corner of said Lot 52, and running thence South 0 degrees 38' East on the East line of said lot 131.5 feet; thence South 89 degrees 23' West 105 Feet; thence North 0 degrees 37' West 131.5 feet to the North line of said Lot 52; thence East 105 feet to the POINT OF BEGINNING.

(b) 4095 South Main Street, Nibley, Utah, which is more particularly described as follows:

Part of the Southeast quarter of Section 28, Township 11 North, Range 1 East of the Salt Lake Base and Meridian, described as follows:

Beginning at a point in the West right-of-way line of a State highway which point is 40 rods and 1-1/2 feet North and 4 rods more or less West from the southeast corner of said section 28, running thence West 180 feet, thence North 15 feet, thence West 342 feet of record (418 feet by measurement) to an existing partition fence, thence Northeasterly 275 feet along this partition fence to a point 247 feet measured Northerly along the West right-of-way line of said State Highway and 430 feet West from the said West right-of-way line of State Highway, thence East 430 feet, thence Southerly 247 feet more or less to the point of beginning.

(c) 165 East 100 North #3, Logan, Utah, which is more particularly described as follows:

Unit 17: Building C: TWIN PINES CONDOMINIUMS, as described in that certain Declaration of Covenants, Conditions, and Restrictions of Twin Pines, a Condominium Project recorded 3 July 1973 as Filing No. 373769 in Book 156 of O.R., Page 443 in the office of the Recorder of Cache County, Utah, and which unit is further described and depicted in that certain map of Twin Pines Condominiums filed 3 July 1973 as Filing No. 373768 in the office of the Recorder of Cache County, Utah, together with an undivided 5.047% ownership interest in the common areas.

2. That Defendant is ordered to pay the lump sum of \$644.00 to the Plaintiff as a full and final property settlement between Plaintiff and Defendant and that Plaintiff and Defendant waive any present or future claims either may have against the other's property.

3. That Plaintiff shall have as her sole and separate property the premarital property and property which she inherited prior to marriage. That Defendant shall have as his sole and separate property the premarital property and property which he inherited prior to marriage. That Plaintiff and Defendant have forever waived any claim either may have against the other's premarital property or inherited property. That Plaintiff waives any and all claims she may have against Defendant for income derived from Defendant's premarital property which was sold prior to the date of divorce or is now presently owned.

4. That each party shall have as their sole and separate property all the property which Plaintiff or Defendant now has in his or her control and possession and neither party shall make

any claim whatsoever upon the personal property of the other party.

5. Plaintiff shall be liable and responsible for all debts and obligations concerning the three homes mentioned in paragraph 1 above. Plaintiff shall indemnify and hold Defendant harmless from any loss, demand or claim regarding and debts and obligations concerning the three homes. Plaintiff shall be responsible for the debts and obligations which she has incurred individually since the date of separation on or about July 1, 1986, and Plaintiff shall indemnify and hold Defendant harmless from said debts.

6. Defendant shall pay all debts and obligations which he has incurred for his benefit and he shall indemnify Plaintiff and hold her harmless from any and all debts which he has incurred individually since the date of separation on or about July 1, 1986.

7. That Plaintiff and Defendant are not entitled to any permanent alimony or spousal support because each has waived any right or claim for such alimony or support.

8. That Plaintiff shall have as her sole and separate property the right to use and transact business under the name of Western Realty & Development Company. Plaintiff shall receive from Defendant the realty sales signs. Plaintiff shall not have any claim or right to the furniture and furnishings owned by Western Realty & Development Company. Said furniture and

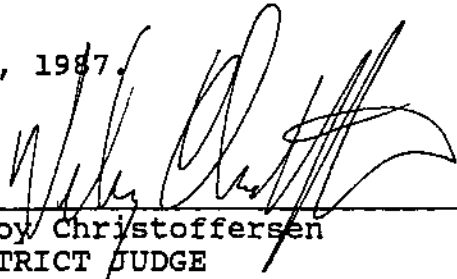
furnishings shall be the sole and separate property of the Defendant. Plaintiff shall take all necessary efforts to remove Defendant's name from any and all records and obligations involving Western Realty & development Company and Plaintiff shall be responsible and liable for all debts and obligations of Western Realty & Development Company which have arisen since the date of separation on or about July 1, 1986, and all debts which may arise in the future. Plaintiff shall indemnify Defendant and hold him harmless from any demand or claim concerning the debts of Western Realty & Development Company.

9. It is understood that Plaintiff and Defendant the said Stipulation of their own free will and choice, believing it to be in their best interests and both parties shall hold their respective counsel harmless from any liability resulting therefrom.

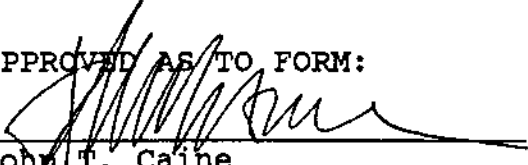
10. That it has been represented to the Court that a full and complete disclosure of all property and debts incurred or acquired during the marriage has been made and should other property or debts later be discovered, an equitable order would have to be entered at such time.

11. That Plaintiff and Defendant shall pay their own attorney's fees and costs of court incurred in this action.

DATED this 28th day of August, 1987.

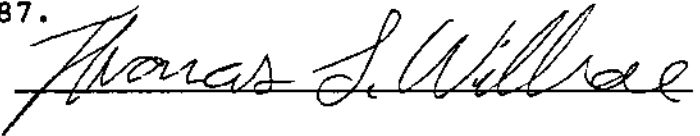

Venoy Christoffersen
DISTRICT JUDGE

APPROVED AS TO FORM:


John T. Caine
Attorney for Plaintiff

CERTIFICATE OF HAND DELIVERY

I hereby certify that I hand delivered a true and correct copy of the above and foregoing ORDER to the Plaintiff's Attorney, John T. Caine, 2568 Washington Blvd., Ogden, Utah 84401 on this 27 day of August, 1987.


Thomas S. Willard

Jacobsen.ORDER

Jacobsen.order

Tab E

Addendum E

DECREE OF DIVORCE

September 17, 1987

Thomas L. Willmore 4256
HARRIS, PRESTON, CHAMBERS & WILLMORE
Attorneys for Defendant
31 Federal Avenue
Logan, Utah 84321

RECEIVED
1987 SEP 22 PM 12:31
CACHE COUNTY CLERK

IN THE FIRST JUDICIAL DISTRICT COURT OF CACHE COUNTY
STATE OF UTAH

JOYCE K. JACOBSEN	*	
Plaintiff,	*	DECREE OF DIVORCE
vs.	*	
SHIRLEY FELT JACOBSEN	*	Civil No. 24033
Defendant.	*	

25033

THIS matter came on regularly for hearing on the 1st day of May, 1987, before the Honorable John F. Wahlquist, District Judge; the Plaintiff appeared personally and was represented by her attorney, John T. Caine and the Defendant appeared personally and was represented by his attorney, Thomas L. Willmore. Evidence was presented and upon conclusion of the hearing, the Court having heard the testimony and having examined the evidence and heretofore entered its Findings of Fact and Conclusions of Law in which Judgment was ordered in favor of the Plaintiff, and it being fully advised in the premises, now, therefore, it is hereby ORDERED, ADJUGED and DECREED:

1. That Plaintiff be and she is hereby awarded a Decree of Divorce from the Defendant upon her complaint, the same to become final upon signing of the decree by the Court.

2. That Plaintiff and Defendant are not entitled to any permanent alimony or spousal support because each has waived any right or claim for alimony.


3. That Plaintiff shall have her prior maiden name restored to her so that her legal name shall be Joyce ^{ELFRINA} Kalanquin.

4. That the remaining issues of property settlement and division of debts and any other issues are hereby reserved until the trial of this matter.

DATED this 17 day of Sept, 1987.


DISTRICT JUDGE

APPROVED AS TO FORM:


John T. Caine
Attorney for Plaintiff

Jacobsen.Decree

Tab F

Addendum F

**MOTION TO SET ASIDE
DIVORCE DECREE AND
FOR NEW TRIAL ON ISSUES
OF PROPERTY SETTLEMENT**

November 27, 1987

JOHN T. CAINE #0536 of
RICHARDS, CAINE & ALLEN
Attorney for Plaintiff
2568 Washington Boulevard
Ogden, Utah 84401
Telephone: 399-4191

IN THE DISTRICT COURT
COUNTY OF CACHE, STATE OF UTAH

JOYCE K. JACOBSEN, :
Plaintiff, : MOTION TO SET ASIDE
vs. : DIVORCE DECREE AND
: FOR NEW TRIAL ON ISSUES
: OF PROPERTY SETTLEMENT

SHIRLEY FELT JACOBSEN, :
Defendant. : Civil No. 24033

25233

COMES NOW, the Plaintiff, by and through her attorney, John T. Caine and hereby moves, pursuant to Rule 60(b) of the Utah Rules of Civil Procedure and pursuant to that stipulated provision of the parties Divorce Decree which allows the Court to reopen this case if either party discovers property or other assets which were not disclosed at the time of settlement to reopen and have a new trial, for an order setting aside the property settlement entered into by the parties and for a new trial thereon, that this Motion is based more particularly on the following:

1. That on August 28, 1987, this matter was set for trial in this Court.
2. That the parties, immediately prior to the trial setting, exchanged discovery materials and other evidence which

Defendant provided to the Plaintiff which purportedly showed all of Defendant's assets and his income since the parties were married in 1977.

3. That Plaintiff was also provided access to Defendant's accountant who was prepared to give testimony concerning the revenue generated by the Defendant during the marriage.

4. Based upon the information given to the Plaintiff, the Plaintiff entered into a Property Settlement which was approved and filed with the Court on August 28, 1987.

5. That the parties however, retained a provision in the settlement which provided for a reopening of the case in the event that other assets were discovered which should have been considered in the settlement.

6. That subsequent to the entering into the settlement, Plaintiff has discovered that additional amounts of money were received by the Defendant through the sale of property owned in a real estate development known as King Clarion Hills which was not accounted for and that additional sources of money were funneled out of the Defendant's account into the accounts of others in amounts substantially in excess of \$200,000.00.

7. That these matters were not disclosed to the Plaintiff and the Plaintiff believes in light of the fact that there is evidence that Defendant has money in other accounts which was generated from the sale of property during the marriage and was not accounted for and that Defendant took substantially more money from his business during the marriage than was represented at the time of the settlement, that the basis upon which

settlement was formulated was in error and therefore, the settlement should be set aside and the matter be fully heard in an Evidentiary Hearing.

WHEREFORE, Plaintiff prays for relief as follows:


1. For an Order setting aside the Property Settlement provisions in the parties Decree of Divorce.
2. For a full Evidentiary Hearing, so that an equitable division of the parties assets can be made.
3. For such other and further relief as the Court deems just and proper in the premises.

DATED this 27 day of November, 1987.


JOHN T. CAINE
Attorney for Plaintiff

CERTIFICATE OF MAILING

I hereby certify that I mailed a true and correct copy of the above and foregoing Motion to counsel for the Defendant, Thomas L. Willmore, Attorney at Law, 31 Federal Avenue, Logan, Utah 84321, postage prepaid this 27 day of November, 1987.


YVETTE GALLEGOS
Secretary

Tab 1

Addendum F-2

AFFIDAVIT OF PLAINTIFF

December 3, 1987

JOHN T. CAINE #0536 of
RICHARDS, CAINE & ALLEN
Attorney for Plaintiff
2568 Washington Boulevard
Ogden, Utah 84401
Telephone: 399-4191

IN THE DISTRICT COURT
COUNTY OF CACHE, STATE OF UTAH

JOYCE K. JACOBSEN,	:	
Plaintiff,	:	AFFIDAVIT OF PLAINTIFF
vs.	:	
SHIRLEY FELT JACOBSEN,	:	Civil No. 24033
Defendant.	:	

STATE OF UTAH)
): ss
COUNTY OF CACHE)

COMES NOW, JOYCE K. JACOBSEN, being first duly sworn upon her oath, deposes and states:

1. That I am the Plaintiff in the above named action.
2. That for approximately one (1) week prior to the ^{scheduled} Trial in the above matter on August 28, 1987, your Affiant reviewed documentation provided to me by my counsel, John T. Caine, which had been provided to him by Thomas Willmore, counsel for the Defendant above named in response to our discovery request concerning the sources and amount of income that the Defendant claimed he made during the years of our marriage.
3. That while your Affiant disagreed with the amount as it was presented to me, I did not have evidence at that time, to

LEGAL ARTS BUILDING SUITE 200
2568 WASHINGTON BOULEVARD
OGDEN, UTAH 84401
(801) 399-4191

refute specifically two matters:

a. The total amount of money generated from the sales of lots at King Clarion Hills; and

b. The location of other monies which the Defendant had accumulated during the marriage and still had available to him.

4. Subsequent to the hearing, because of my concerns that all the evidence had not been provided, your Affiant made attempts to talk with prior business associates of the Defendant and to review records at Security Title in Farmington, Utah, which records contained all information concerning the disbursement of monies from King Clarion Hills.

5. Your Affiant was not allowed to review certain documentation that I desires and it was explained to me that the only way this material could be obtained, was through Subpoena and in order to do that, the case would have to be reopened.

6. Your Affiant firmly believes that the Defendant has not disclosed the location of all his assets and more particularly, has not disclosed money received from the sale of King Clarion Hills lots which amounts to an excess of \$500,000.00, which your Affiant would have an interest in as the money was obtained during the marriage.

7. Your Affiant therefore believes, pursuant to the provision of my Decree that provides if evidence is obtained that all assets were not disclosed that the divorce can be reopened, there is such evidence, but can only obtain it if I am allowed the Subpoena power to get certain documents from a variety of

sources, including the Defendant's business associates and Security Title.

8. Your Affiant therefore, requests that the Court allow this case to be reopened so that I can obtain the information for the Court to review to determine a more equitable property settlement.

9. Further your Affiant sayeth not.

DATED this 3rd day of December, 1987.

Joyce K. Jacobsen
JOYCE K. JACOBSEN
Affiant

SUBSCRIBED AND SWORN to before me this 3rd day of December, 1987.

[Signature]
NOTARY PUBLIC
Residing at: Ogden, Utah

My Commission Expires:

6-20-90

Tab G

Addendum G

**ANSWERS TO PLAINTIFF'S
FIRST SET OF INTERROGATORIES
AND REQUEST FOR PRODUCTION
OF DOCUMENTS**

May 1, 1987

Thomas L. Willmore 4256
HARRIS, PRESTON, CHAMBERS & WILLMORE
Attorneys for Defendant
31 Federal Avenue
Logan, Utah 84321

IN THE FIRST JUDICIAL DISTRICT COURT OF CACHE COUNTY
STATE OF UTAH

JOYCE M. JACOBSEN *

Plaintiff, *

vs. *

SHIRLEY FELT JACOBSEN *

Defendant. *

ANSWERS TO PLAINTIFF'S
FIRST SET OF INTERROGATORIES
AND REQUEST FOR PRODUCTION
OF DOCUMENTS

Civil No. 25033

COMES now the above named Defendant, Shirley Felt Jacobsen, in the above entitled and numbered matter by and through his attorney, Thomas L. Willmore, and hereby respectfully submits the following answers, responses and objections to Defendant's Interrogatories. Defendant's answers, responses and objections do not waive the attorney/client privilege or immunity of disclosure which may be attached to any information requested in Defendant's Interrogatories in answering or responding to all or a portion of any interrogatory herein, Defendant does not acquiesce or concede to relevancy or materiality of any interrogatory of the subject matter to which it refers. Defendant's answers and responses are subject to, without in any way waiving or intending to waive, the following:



(a) Questions or objections as to competency, relevancy, materiality, privilege and admissibility as evidence for any purpose of any of the documents referred to or answers given herein or the subject matter therein in any subsequent proceeding or a trial of this action or any other action.

(b) The right to object to other discovery proceedings involving or relating to the subject matter of the interrogatories and request for production of documents herein responded to; and,

(c) The right, at any time, to revise, correct, add to or clarify any answers, responses or objections set forth or documents referred to herein consistent with Rule 26(e) of the Utah Rules of Civil Procedure, Utah Code Annotated (1955 as amended).

ANSWERS TO INTERROGATORIES

INTERROGATORY #1: Are you employed:

ANSWER: No

INTERROGATORY #2: If the answer to Interrogatory #1 is in the affirmative, please state the following:

- (a) Name of your employer;
- (b) Address of your employer;
- (c) The name of your supervisor;
- (d) Your job description and duties;

(e) The length of time you have been employed with your present employer;

(f) Your gross income per month from your employer (gross incomes should include commissions, bonuses, allowances and overtime and all sums should be itemized, designated and identified);

(g) The gross annual income from such employment for each of the last three years;

(h) The net annual income from such employment for each of the last three years.

ANSWER: Not applicable.

INTERROGATORY #3: If your answer to Interrogatory #1 is not in the affirmative, please state every reason why you are not employed (e.g. health, etc.).

ANSWER: Retired, 73 years old, receiving social security, bad back, artificial hip socket.

INTERROGATORY #4: As to all past employment during the last 20 years, please state the following for each job:

- (a) Employer;
- (b) Job description;
- (c) Duties and responsibilities;
- (d) Date employment began;
- (e) Date employment terminated;
- (f) Rate of pay on date employment terminated.

ANSWER: Not applicable.

INTERROGATORY #5: Please describe any other source of income and the amounts from each source during the past 24 months other than that described in Interrogatory #2, including income from pension and retirement, social security, disability, unemployment insurance, dividends and interest, rents, sale of real property and all other source.

ANSWER: Social Security	\$ 644.00 per month
Bonanza Management Fee	\$ 260.00 per month
KCH Fee (end of Dec. 1985)	\$ 480.00 per month
Condominium rent (since August 1986)	\$ 360.00 per month
Gross sales of land during the last 24 months	\$ 65,375.00
Interest income (1985 and 1986)	\$ 5,547.00

INTERROGATORY #6: Please itemize your monthly deductions from your gross income, including but not limited to the following:

- (a) State and Federal income taxes;
- (b) Number of exemptions taken;
- (c) Social Security;
- (d) Medical and other insurance (describe fully);
- (e) Union or other dues;
- (f) Retirement or pension fund;
- (g) Savings plan;
- (h) Credit Union; and

(i) Any others (specify).

ANSWER: The deductions which Plaintiff has listed are not applicable to Defendant's gross income; however, there are other monthly deductions or expenses such as costs of land, cost of improvements to land, interest expense and expenses on rental unit, etc.

INTERROGATORY #7: Please state whether or not you are a participant in a retirement or pension benefit program through your employment.

ANSWER: No.

INTERROGATORY #8: If your answer to the preceding Interrogatory is in the affirmative, please state:

- (a) The nature of your retirement benefits;
- (b) The manner which contributions are made to such fund;
- (c) The vesting privilege with respect to such plan;
- (d) The time in which the plan vests;
- (e) The length of time contributions have been made to such plan;
- (f) The benefits you expect to derive upon retirement; and,
- (g) The amount in the retirement or pension benefit program as of the date in which these interrogatories are answered.

ANSWER: Not applicable.

INTERROGATORY #9: If your answer to the preceding Interrogatory is in the affirmative, please state the date on which you began participating in the pension or retirement plan and the length of time over which you and your employer have made contributions to the plan.

ANSWER: Not applicable.

INTERROGATORY #10: Please state whether or not you are a participant in your own Individual Retirement Account (IRA) or Keogh retirement plan, or deferred compensation plan.

ANSWER: No.

INTERROGATORY #11: If your answer to the preceding Interrogatory is in the affirmative, please state:

- (a) The name of your individual retirement account;
- (b) The manner in which contributions are made to such account or retirement plan;
- (c) The length of time contributions have been made to the retirement account or plan;
- (d) The amount in the retirement account or plan on February 24, 1986, and on the date in which these Interrogatories are answered;
- (e) The name of the financial institution where the retirement account or plan is located;
- (f) The account number of the retirement account or plan.

ANSWER: Not applicable.

INTERROGATORY #12: If, during the term of the marriage, you have had stocks, bonds, certificates of deposit, money market certificates, debentures, mortgages, or security interests and the like, please state the following:

- (a) The nature and type of such stock, bond, certificate of deposit, money market account and the like;
- (b) The name of the owner of such document;
- (c) The date on which each such document was acquired;
- (d) The date on which each such document was disposed of;
- (e) The total purchase price of such;
- (f) The present value of such; and,
- (g) State whether all such instruments are in your possession or under your control and if so, where they are and if not state why not and where they are located.

ANSWER: See Exhibit "A".

INTERROGATORY #13: Do you presently own or do you have any interest in any life insurance or annuity policies.

ANSWER: No.

INTERROGATORY #14: If the answer to Interrogatory #13 is in the affirmative, please state as to each life insurance or annuity policy:

- (a) The name and address of the insured;

(b) The number of the policy, type of policy and date of insurance;

(c) The face amount of the policy and the amount of annual premiums;

(d) The current cash value of the policy;

(e) The name and address of the owner of the policy;

(f) The name and address of each beneficiary named on the policy; and,

(g) If the policy has been assigned, the date of the assignment and the name of the assignee.

ANSWER: Not applicable.

INTERROGATORY #15. Please state whether you filed federal and/or state income tax returns for the years 1981, 1982, 1983, 1984 and 1985.

ANSWER: Yes. Federal and State income tax returns were filed for the years 1981, 1982, 1983, 1984 and 1985.

INTERROGATORY #16: Do you have ownership interests in any businesses?

ANSWER: Yes.

INTERROGATORY #17: If your answer to Interrogatory #16 is in the affirmative, please state the following:

(a) Name of business or businesses;

(b) Form of ownership of businesses;

(c) Names of other owners or shareholders in the businesses;

- (d) The value of each business;
- (e) The value of all fixed assets of each business;
- (f) The value of all inventory owned by each business;
- (g) The value of all accounts receivable owned by each business.

ANSWER: See Exhibit "B".

INTERROGATORY #18: Please list all of the assets owned by the business together with the estimated value of each asset.

ANSWER: See Exhibit "B"

INTERROGATORY #19: Please state the gross and net income for any businesses mentioned in Interrogatory #16 for the following years:

- (a) 1982;
- (b) 1983;
- (c) 1984;
- (d) 1985;

ANSWER: See Exhibit "B".

INTERROGATORY #20: Do you claim any interest in the business Western Realty & Development Company?

ANSWER: Yes.

INTERROGATORY #21: If your answer to Interrogatory #19 is in the affirmative, please state:

- (a) What interest you claim in Western Realty & Development Company;

(b) The basis for your claim for an interest in Western Realty & Development Company.

ANSWER:

(a) \$5,000.00;

(b) Purchase of business and name from Rex Fuhrman.

INTERROGATORY #22: Do you have any outstanding debts or obligations?

ANSWER: Yes.

INTERROGATORY #23: If the answer to the preceding Interrogatory is in the affirmative, please state:

- (a) The name and address of the creditors;
- (b) The form of the obligation;
- (c) The date the obligation was incurred;
- (d) The date the obligation is due;
- (e) The consideration received for the obligation;
- (f) The description of any security given for this obligation;
- (g) The amount of the original obligation;
- (h) The current amount owing on the obligation;
- (i) The rate of interest on the obligation; and,
- (j) The date and amount when each installment or payment is due.

ANSWER: See Exhibit "C".

INTERROGATORY #24: Does anyone owe you any money or other item of value?

ANSWER: Yes.

INTERROGATORY #25: If the answer to the preceding Interrogatory is in the affirmative, please state for each such debtor the following:

- (a) Name, address and telephone number;
- (b) The amount or item owed;
- (c) The form of the obligation;
- (d) The date incurred;
- (e) The date the obligation becomes due and owing;
- (f) The consideration given for the obligation;
- (g) Whether or not the obligation is collectable; and
- (h) If in installments, how much is to be paid without installments and when the installment is due.

ANSWER: See Exhibit "D".

INTERROGATORY #26: Do you own any of the following: automobile, truck snowmobile, camper, motorcycle, boat, trailer or motor home?

ANSWER: Yes.

INTERROGATORY #27: For each automobile, truck, snowmobile, camper, motorcycle, boat, trailer or motor home you own or regularly operate, please state:

- (a) The year, make, model and license number of the vehicle;

- (b) Identify the legal owner;
- (c) Identify the registered owner;
- (d) The date of purchase;
- (e) Identify the person or firm from whom the said vehicle was purchased;
- (f) The purchase price of the vehicle;
- (g) Identify each person who has made payments on the vehicle; and
- (h) Identify the lienholder, if any, the amount due and the required monthly payment.

ANSWER: See Exhibit "E".

INTERROGATORY #28: Describe all furniture, fixtures and appliances and household goods owned by you and give;

- (a) The description of the property;
- (b) Its date of purchase, the purchase price and its present value;
- (c) Its location; and
- (d) The name and addresses of any other persons or entities with an ownership interest in any of the items listed.

ANSWER: See Exhibit "F".

INTERROGATORY #29: Describe all personal property owned or held by you, specifically including all items of jewelry having a value in excess of \$200.00 including for each item:

- (a) A description;

- (b) The date of purchase or date of acquisition;
- (c) The present location;
- (d) The estimated present value; and
- (e) How each item was acquired.

ANSWER: Not applicable except for home furnishings, clothing and personal belongings.

INTERROGATORY #20: If, during the term of the marriage, you have had or currently have any savings or checking accounts in your name solely or jointly with any other person, partner, corporation or entity, please state the following as to each such account:

- (a) The name and address of the bank, credit union, savings and loan or federal institution;
- (b) The type of account;
- (c) The name of the account or the names of any person authorized to draw on the account;
- (d) The date the account was opened;
- (e) The date the account was closed;
- (f) The account number;
- (g) The source of the funds deposited in said account;
- (h) The balance on the date you and Plaintiff separated; and
- (i) The amount of the present balance.

ANSWER:

- (a) First Security Bank;

- (b) Checking account;
- (c) S. F. Jacobsen Land Development Company;
- (d) 1947;
- (e) N/A;
- (f) 034-00050-16;
- (g) Income, land sales, building contracts, money borrowed and etc.;

- (h) \$579.43;
- (i) \$4,469.89

- (a) First Federal Savings;
- (b) Checking account;
- (c) Shirley F. Jacobsen;
- (d) 1983;
- (e) Not applicable;
- (f) 30-10383-2;
- (g) Insurance proceeds from fire loss on aircraft and social security payments;
- (h) \$14,602.74;
- (i) \$ 449.07

INTERROGATORY #31: Identify and describe any safety deposit boxes, vaults, safes or other places of deposit or safekeeping in which you have deposited any item of value during the last five (5) years and for each such deposit, state the following:

- (a) The name and address of the institution or entity where the deposit is located;
- (b) The identification or account number;
- (c) The name and address of each person authorized to enter the deposit;
- (d) Whether the deposit is still open; and
- (e) State with specificity each item located within the deposit and its present value.

ANSWER: Not applicable.

INTERROGATORY #32: Identify any and all real property which you own or owned an interest at any time during your present marriage stating for each parcel of property:

- (a) The street address and legal description;
- (b) The size;
- (c) A description of each building, structure or other improvement presently on the property;
- (d) The method of acquisition of title;
- (e) The date of acquisition;
- (f) The name and address of the seller or person from whom title was acquired;
- (g) The date and place the deed was recorded;
- (h) The present location of the deed or other document of title;
- (i) The name and address of each owner and the respective ownership interest of such owner;

- (j) The purchase price;
- (k) What portion of the purchase price was in cash and what portion was financed;
- (l) The details of the financing;
- (m) The present balance due on the purchase price;
- (n) The present monthly payment;
- (o) Identify any and all contributions you have made to or direct cash payments you have made on the mortgage obligation for the purchase of improvement of said property and state the date, amount and source of funds used for each described payment; and

ANSWER: In answering this Interrogatory, Defendant has previously furnished to Plaintiff copies of all deeds to property which Defendant owned an interest in at any time during the marriage. If Plaintiff wishes to ask specific questions concerning those deeds and the property that Defendant now owns then Plaintiff should submit proper questions to the Defendant.

INTERROGATORY #34: If your answer to Interrogatory No. 33 was in the affirmative, please state:

- (a) Who you received the inheritance from;
- (b) Date(s) you received the inheritance;
- (c) The amount of property (real and personal) you received by inheritance;
- (d) Whether the inheritance has been disposed of; and
- (e) What the inheritance was used to purchase.

ANSWER: Plaintiff submits Interrogatory #34 calling for an answer if Defendant's answer to Interrogatory #33 was in the affirmative; however, Plaintiff has not propounded an interrogatory #33 to Defendant, therefore, Defendant does not know how to answer Interrogatory #34.

INTERROGATORY #35: Does any person, firm or business entity hold any property for your benefit? This question is to include any trusts, pension plans, retirement plans, profit sharing plans or similar types of property.

ANSWER: No.

INTERROGATORY #36: If the answer to the preceding Interrogatory is in the affirmative, for each item of property, please state:

(a) The name and address of each person, firm or business entity holding property for your benefit;

(b) The description of the property held for your benefit;

(c) The conditions under which the property is held for your benefit; and

(d) The present value of the property held for your property.

ANSWER: Not applicable.

INTERROGATORY #37: Are you holding any property for the benefit of any other person in trust or otherwise?

ANSWER: No.

INTERROGATORY #38: If the answer to the preceding Interrogatory is in the affirmative, please state the following:

(a) The names and addresses of the persons for whose benefit you are holding property;

(b) The description of the property held for their benefits;

(c) The conditions under which you hold property for their benefit; and

(d) The present value of said property.

ANSWER: Not applicable.

INTERROGATORY #39: Are you a named Defendant in any civil litigation at the present time?

ANSWER: Yes.

INTERROGATORY #40: If the answer to the preceding Interrogatory is in the affirmative, please state the following:

(a) The jurisdiction in which the litigation is filed;

(b) The names of all parties involved in the litigation and their attorneys' names and addresses;

(c) the amount for which you are being sued; and

(d) The scheduled trial date, if there is one.

ANSWER:

(a) First Judicial District Court, Cache County, State of Utah;

(b) Billy and Beverly Cottle. Their attorney is John Caine, 2568 Washington Blvd., Ogden, Utah 84401.

(c) \$51,000.00;

(d) Second trial setting July 9th and 10th, 1987 and first trial setting October 27th and 28th, 1987.

INTERROGATORY #41: Are there any outstanding judgment against you? If so, as to each judgment, state the following:

(a) The jurisdiction in which the judgment was obtained;

(b) The name of the party who has obtained the judgment;

(c) A brief description of the cause of action which led to the judgment;

(d) The amount of said judgment;

(e) The date the judgment was obtained; and

(f) Whether collection attempts have been made against you on the judgment.

ANSWER: No.

INTERROGATORY #42: Are you Plaintiff in any civil litigation at the present time? If so, please state the following:

(a) The jurisdiction in which the litigation is filed;

(b) The names of all parties involved in the litigation, together with names and addresses of their attorneys;

(c) The amount for which you are suing;

(d) The basis for the cause of action under which you are suing; and

(e) The scheduled trial date, if there is one.

ANSWER: No.

INTERROGATORY #43: In the two years preceding your present marriage or during the course of said marriage, did you ever prepare or have prepared any financial statement or list of your assets and liabilities? If so, for each such document, please state:

- (a) The date of preparation;
- (b) Identify the person or firm who prepared the document;
- (c) The purpose of the document;
- (d) Identify the person in present custody of the document.

ANSWER: Yes.

- (a) Annually;
- (b) Shirley F. Jacobsen;
- (c) Requirement by bank for borrowing money;
- (d) First Security Bank, 5 South Main, Logan, Utah.

INTERROGATORY #44: In the last five years, has an accountant helped you to maintain personal or business records and/or prepare income tax returns? If so, please state the name of each accountant, his/her address and telephone number and state the reason for each service and describe the services provided.

ANSWER: Yes. Hancey, Jones, Wright & Company, CPA's, 95 West 100 South, Logan, Utah 84301, 752-1510. Preparation of income tax returns.

INTERROGATORY #45: Describe all education completed and degrees or certifications received by you.

ANSWER: High School.

INTERROGATORY #46: Identify each and every person you intend to call as a witness at the trial of this matter together with their telephone number and address.

ANSWER: Defendant objects to this interrogatory in its present form because it violates the work product privilege under Rule 26(b)(3) of the Utah Rules of Civil Procedure.

INTERROGATORY #47: For each person named in response to Interrogatory No. 46, describe the substance of that person's testimony.

ANSWER: Defendant objects to this interrogatory in its present form because it violates the work product privilege under Rule 26(b)(3) of the Utah Rules of Civil Procedure.

INTERROGATORY #48: Identify each and every document you intend to introduce as exhibits at the time of trial.

ANSWER: Defendant objects to this interrogatory in its present form because it violates the work product privilege under Rule 26(b)(3) of the Utah Rules of Civil Procedure.

INTERROGATORY #49: For each such document named in response to Interrogatory No. 48, describe the substance of each document

or attach to your responses, copies of all documents.

ANSWER: See exhibits attached hereto and answers to request for production of documents.

REQUEST FOR PRODUCTION OF DOCUMENT

REQUEST #1: A copy of any retirement or pension benefit program which you are participating in or is available to you through your employment.

ANSWER: Not applicable.

REQUEST #2: A copy of any stocks, bonds, certificates of deposit, money market certificates stated in Interrogatory No. 11.

ANSWER: See copies of stocks attached hereto.

REQUEST #3: A copy of any life insurance or annuity policies you own or have an interest in as mentioned in Interrogatory No. 12.

ANSWER: Not applicable.

REQUEST #4: Complete copies of your federal and state income tax returns, including all schedules and W-2 statements, for the years 1976 through 1986.

ANSWER: See copies of tax returns for 1976 through 1986.

REQUEST #5: Copies of all rental agreements and receipts between the dates of 1975 and 1987, including but not limited to,

- (a) Jeffry's unit;
- (b) Vana's unit;
- (c) Bonasa's unit;

- (d) Bonaza's house;
- (e) Bonaza's radio station shed;
- (f) Bonaza's miniature golf;
- (g) Bonaza's and Stokes' oxygen tanks;

ANSWER:

- (a) No written agreement, no receipt issued.
- (b) No written agreement, no receipts issued.
- (c) All known agreements attached hereto. Other agreements may exist in Western Realty's files or in Joyce Jacobsen's possession.
- (d) No written agreement, no receipts issued.
- (e) No written agreement, no receipts issued.
- (f) No written agreement, no receipts issued.
- (g) Agreement attached hereto, no receipts issued.

REQUEST #8: Copies of the following real estate contracts:

- (a) Gray;
- (b) Willy White;
- (c) Davis;
- (d) Brown;
- (e) Hecktle;
- (f) Royle;
- (g) Any other contracts not specifically named that currently pay to you which were executed between the dates of 1976 through 1986.

ANSWER:

(a) Defendant was unable to find a copy of any contract. The contract may possibly be in the possession of Rex Fuhrman.

(b) Unknown.

(c) Defendant could not locate this contract.

(d) Defendant could not locate the copy of this contract.

(e) A copy is attached hereto.

(f) A copy is attached hereto.

(g) Copies for Oxford Group and Pyramid Investment Company are attached hereto.

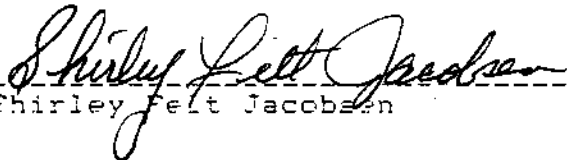
REQUEST #7: Copies of any documents showing your interest in the capital investment fund.

ANSWER: Defendant does not own any interest in the Capital Investment Fund.

REQUEST #8: Copies of all fixed assets of Western Realty and Development Company.

ANSWER: Defendant asserts that this request does not make sense because Defendant is unable to furnish copies of all fixed assets of Western Realty & Development Company.

DATED this 1st day of May, 1987.


Shirley Felt Jacobsen

STATE OF UTAH)
 : ss.
County of Cache)

SHIRLEY FELT JACOBSEN, being first duly sworn, deposes and says; that he is the Defendant in the above entitled matter and that he has read the above and foregoing ANSWERS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS and knows the contents thereof and that the same is true to the best of his knowledge, except to those matters stated on information and belief and as to those matters he believes them to be true.

Shirley Felt Jacobsen

SUBSCRIBED AND SWORN to before me on this 1 day of May
1987.

Geo. R. Ruston

Notary Public

Commission expires: 5-30-88

Residing at: Logan ut,

MAILING CERTIFICATE

I hereby certify that I ^{hand delivered} ~~mailed~~ a true and correct copy of the above and foregoing ANSWERS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS to the Plaintiff's Attorney, John T. Caine, RICHARDS, CAINE & RICHARDS 2568 Washington Blvd., Ogden, Utah 84401 on this 1 day of April, 1987.

Exhibit "A"

(Answer to Interrogatory # 12. Also see Request # 2)

RICHMOND IRRIGATION COMPANY

- a) 7 shares Capital Stock
- b) Shirley Felt Jacobsen
- c) Aug 11, 1979
- d) still held
- e) \$1050
- f) \$1050
- g) yes

SPRING CREEK WATER COMPANY

- a) 4-1/2 shares
- b) Shirley Felt Jacobsen
- c) 1961; current certificate dated March 21, 1982
- d) current certificate still held (see next answer)
- e) Acquired 12 shares as part of land purchase in 1961.
Sold 7-1/2 to Providence City with lot sales.
- f) \$500 per share
- g) yes

LOGAN, HYDE PARK, SMITHFIELD CANAL COMPANY

- a) 2 shares
- b) Shirley Felt Jacobsen
- c) 1950, current certificate dated July 16, 1981
- d,e) Acquired 7 shares with land purchased in 1950. Sold
5 shares to Logan City in 1981.
- f) \$1000 per share
- g) yes

FRONTIER COMPUTING, INC.

- a) 600 shares
- b) Shirley Felt Jacobsen
- c) Nov. 10, 1979
- d) still held
- e) \$6000
- f) \$600
- g) yes

EXHIBIT "B"

(Answer to Interrogatories 17 & 18)

a) BONANZA DEVELOPMENT COMPANY:

- (1) Partnership (Shirley Felt Jacobsen owns 1/2 interest);
- (2) Elaine Haney;
- (3) \$200,000;
- (4) \$200,000 (land and buildings);
- (5) 0;
- (6) 0.

b) BRIDLEWOOD HILLS DEVELOPMENT COMPANY:

- (b) Partnership (Shirley Felt Jacobsen owns 1/8 interest);
- (c) Tom Donohue, Frank Gunnell, Larry Crockett, Elliott Rich, Art Jackson;
- (d) \$200,000;
- (e) \$300,000 (land);
- (f) 0;
- (g) 0;

c) PYRAMID INVESTMENT COMPANY:

- (b) Joint Venture (Shirley Felt Jacobsen owns 2 of total 19 partner shares);
- (c) 9 other partners;
- (d) \$85,913 (Note receivable from 1979 land sale);
- (e) 0;
- (f) 0;
- (g) 0.

Answer to Interrogatory # 19 - Income

BONANZA DEVELOPMENT COMPANY

1982	Net	-	\$ 2,434
1983	Net	-	\$ 6,916
1984	Net	-	\$ 8,905
1985	Net	-	\$ 7,380

BRIDLEWOOD HILLS DEVELOPMENT

No income 1982 to 1985

PYRAMID INVESTMENT COMPANY

Pyramid receives \$18,236 per year as payment of principal and interest on \$85,913 Note Receivable listed above. Contract copy in Request for Production of Documents, Request number 6(g).

EXHIBIT "C"

(Answer to Interrogatory # 20)

- a) Clair Berntsen Construction Co pany, Logan;
 - b) Account Payable;
 - c) 1981;
 - d) Past due;
 - e) Earthwork, install water lines;
 - f) None;
 - g) \$20,000;
 - h) \$12,000;
 - i) 18%.
-
- a) Logan Savings & Loan Assn. 399 N. Main, Logan, Utah;
 - b) Mortgage Loan;
 - c) January 19, 1989;
 - d) February 15, 1991;
 - e) Purchased home;
 - f) Residence, 1795 Country Club Drive, Logan, Utah;
 - g) \$35,000;
 - h) \$10,081.59;
 - i) 7.25%;
 - j) \$255.00 per month.
-
- a) Logan Savings & Loan Assn., 399 N. Main, Logan, Utah;
 - b) Mortgage Loan;
 - c) January 1, 1979;
 - d) July 15, 1989;
 - e) Purchased cabin;
 - f) Cabin, Highway 16, Picketville, Utah;
 - g) \$10,000;
 - h) \$3,761.46;
 - i) \$159.00 per month.
-
- a) Lomas & Nettleton, 170 S. Main, Salt Lake City, Utah;
 - b) Mortgage Loan;
 - c) 1979;
 - d) 2019;
 - e) Purchased Condominium;
 - f) Condominium, 292 West 600 North #1, Logan, Utah;
 - g) \$32,109.14;
 - h) \$32,882.84;
 - i) 10%;
 - j) \$307.30 per month.

EXHIBIT "C" (continued)

- a) Rich County Treasurer, Randolph, Utah;
- b) Unpaid property tax;
- c) 1984, 1985, 1986;
- d) Past due;
- e) Property taxes;
- f) Property tax on Pickleville property;
- g) \$2,632;
- h) \$3,632 plus penalty and interest;
- i) 10%.

- a) Tom Willmore, Attorney;
- b) Legal fees payable;
- c) 1986, 1987;
- d) 60 days;
- e) Legal services;
- f) None
- g)
- h)

There are also obligations to finish Subdivision improvements for certain building lots previously sold.

EXHIBIT "D"

(Answer to Interrogatory # 25)

- a) Joyce Ek. Jacobsen, 36852 Calico Blvd., Yermo, CA 92398
(519) 254-3290;
- b) \$ 10,250.00; \$ 2,525.00;
- c) Loans made to Joyce Jacobsen;
- d) January 21, 1985; June 3, 1986;
- e) Became due and owing December, 1986;
- f) Payments made on Joyce Jacobsen's property;
- g) Unknown;
- h) Not applicable.

- a) James Royle, 420 south Main, Logan, Utah 753-2082;
- b) \$ 1,000.00;
- c) Lot Sale Agreement;
- d) May 2, 1976;
- e) May 2, 1978;
- f) Balance due on lot purchase;
- g) Yes, when lot improvements completed;
- h) Not applicable;

- a) "Oxford group" (Felix, Larsen, Kearn, Stark), Kaysville, Ut;
- b) \$ 12,009;
- c) Land Sale Agreement;
- d) April/May 1984;
- e) 1989;
- f) Balance due on land purchase;
- g) Yes;
- h) Semi-annual payments.

- a) Pyramid Investment Company, 666 North Main, Logan, Utah;
- b) \$ 9,043;
- c) Land Sale Agreement;
- d) May, 1979;
- e) Sept., 1991;
- f) Shirley F. Jacobsen's share of proceeds from land sale;
- g) Secured by trust deed;
- h) Annual payment of \$1,893.

EXHIBIT "E"

(Answer to Interrogatory # 27)

- a) 1977 Lincoln Mark V - STS598 Utah;
- b) Shirley F. Jacobsen;
- c) Shirley F. Jacobsen;
- d) 1977;
- e) G & L Leasing Co., Ogden;
- f) \$12,500;
- g) Shirley F. Jacobsen;
- h) None.

- a) 1979 Ford Bronco - STS286 Utah;
- b) Shirley F. Jacobsen;
- c) Shirley F. Jacobsen;
- d) 1983;
- e) Jay's Quality Cars, Logan;
- f) \$7,000;
- g) Shirley F. Jacobsen;
- h) None.

- a) 1963 Ford Truck - PT6326 Utah;
- b) Shirley F. Jacobsen;
- c) Shirley F. Jacobsen;
- d) 1966;
- e) Wilson Motor;
- f) \$600;
- g) Shirley F. Jacobsen;
- h) None.

- a) 1962 Hydroswift boat - UT526CA;
- b) Shirley F. Jacobsen;
- c) Shirley F. Jacobsen;
- d) 1972;
- e) Harold Heninger;
- f) \$3,500;
- g) Shirley F. Jacobsen;
- h) None.

EXHIBIT "F"

(Answer to Introductory # 28)

(a & b)

Item Description	Date of Purchase	Purchase Price	Present Value
Bedroom Set	1960	\$ 500	\$ 200
Color TV	1975	450	100
Color TV	1981	650	200
VCR	1986	350	150
Living Room Set	1975	500	200
Dining Room Set	1981	700	300
Hammond Organ	1960	1400	400
Office Furniture & Equip	1971	2000	800
Appliances - Residence	1960	1250	300
Appliances - Cabin	1971	500	250
Miscellaneous la furnishings (mirrors, lamps, etc.)	various	800	400

(c)

Most items located at 1796 Country Club Drive, Logan, Utah. Some office equipment at 665 North Main, Logan, Utah. Cabin appliances and furnishings at Highway 16, Pickleville, Utah.

(d)

Not applicable.

Tab H

Addendum H

**DEFENDANT'S SUMMARY
OF PROPERTY**

July 17, 1987

RECEIVED
JUL 17 1987
CACHE COUNTY CLERK

Thomas L. Willmore 4256
HARRIS, PRESTON, CHAMBERS & WILLMORE
Attorneys for Defendant
31 Federal Avenue
Logan, Utah 84321

IN THE FIRST JUDICIAL DISTRICT COURT OF CACHE COUNTY
STATE OF UTAH

JOYCE K. JACOBSEN

Plaintiff,

vs.

SHIRLEY FELT JACOBSEN

Defendant.

*

*

DEFENDANT'S SUMMARY
OF PROPERTY

*

*

Civil No. 25033

*

COMES now the Defendant, and pursuant to this Court's Order on May 1, 1987, the Defendant by and through counsel hereby submits to the Court his summary of marital property and values of said properties.

MARITAL PROPERTY HELD IN PLAINTIFF'S NAME

1. 1774 Country Club Drive, Logan, Utah

Appraised value: \$110,000.00

Mortgage (88,000.00)

Total Equity \$ 22,000.00

Defendant's share of the total equity from this property is \$11,000.00.

Number 25033-34

JUL 17 1987

SETH S. ALLEN, Clerk

Deputy

2. 4095 South Main, Nibley, Utah

Appraised value: \$ 80,000.00

Mortgage: (46,262.00)

Loan from Defendant
to Plaintiff (has
not been paid back) (5,725.95)

Improvements to home: (1,512.00)
paid for by Defendant
(has not been reimbursed)

Total Equity (\$26,500.05)

Defendant's share of total equity from this property is
\$13,250.02.

3. 165 East 100 North #3, Logan, Utah

Appraised value: \$ 43,500.00

Mortgage: none

Loan from Defendant (10,250.00)
(has not been paid back)

Total Equity: \$ 33,500.00

Defendant's share of total equity from this property is
\$16,750.00

PREMARITAL PROPERTY OR INHERITANCE PROPERTY
HELD IN PLAINTIFF'S NAME

1. North Shore Estates Lot #82, Salton Sea, California -

Plaintiff acquired this lot in 1969 and Defendant is not making
any claim in this property because it is Plaintiff's premarital
or inherited property.

2. Alpine Blvd. Lot, Alpine, California - Plaintiff acquired this lot in March, 1985 and Defendant is not making any claim in this property because it is Plaintiff's premarital or inherited property. *should be Δ*

PREMARITAL PROPERTY HELD IN PLAINTIFF'S NAME

1. 1796 Country Club Drive, Logan, Utah - Defendant and his deceased wife purchased the property on July 11, 1956. Defendant's home was constructed 1960. Plaintiff has not made any contributions to this property and she is not entitled to any equity in it. See Exhibit "A" attached hereto.

2. Bear Lake Cabin, Lake Edge Hills Estate Lot 32, Garden City, Utah - Defendant and his deceased wife purchased the property on July 14, 1970. The cabin was constructed 1971. Plaintiff has not make any contributions to this property and she is not entitled to any equity in it. See Exhibit "B" attached hereto.

3. Lake Edge Hills Estates Lots - Defendant purchased the property in 1961. Plaintiff has not made any contributions to this property and she is not entitled to any equity in it. See Exhibit "B" attached hereto.

4. Bonanza Development Office Building, Logan, Utah - Defendant and Blaine W. Hancey purchased the property on March 11, 1968. Office Building was constructed in 1971. Plaintiff has not made any coutributions to this property and she is not

entitled to any equity in it or income from it. See Exhibit "C" attached hereto.

5. Miniature Golf Course, Logan, Utah - Defendant and Blaine W. Hancey purchased the property on August 20, 1968. Miniature Golf Course was constructed in 1969. Plaintiff has not made any contributions to this property and she is not entitled to any equity in it or income from it. See Exhibit "C" attached hereto.

6. Cherry Creek property, Richmond, Utah - Defendant purchased the property on April 4, 1966. Plaintiff has not made any contributions to this property and she is not entitled to any equity in it or income from it. See Exhibit "D" attached hereto.

7. Bridlewood Hills Subdivision, Hyde Park, Utah, 76 acres undeveloped - Defendant and Franklin W. Gunnell purchased the property on August 27, 1971. Some development has occurred recently. Plaintiff has not made any contributions to this property and she is not entitled to any equity in it or income from it. See Exhibit "E" attached hereto.

8. Grandview Hills Subdivision 2 lots, Providence, Utah - Defendant and his deceased wife purchased the property on February 15, 1961. Plaintiff has not made any contribution to this property or development of it and she is not entitled to any equity in it or income from it. See Exhibit "F" attached hereto.

9. Navajo Hills, Blanding, Utah, 25 acres of raw desert land - Defendant purchased the property in 1961. Plaintiff has not made any contribution to this property or development of it and she is not entitled to any equity in it or income from it. See Exhibit "G" attached hereto.

PLAINTIFF'S CLAIMS FOR INCOME FROM
THE SALE OF DEFENDANT'S PROPERTY

Plaintiff has asserted claims for portions of Defendant's income from various properties which Defendant sold during marriage. The bulk of these properties were acquired prior to marriage. Plaintiff did not assist or contribute to their development nor did she contribute any money to the development of these properties. Furthermore, the income derived from the sale of these properties was used to pay expenses of development, for the parties support and maintenance and divided between business partners in most cases. The income has been spent by the parties.

The following is a list of properties which Plaintiff is claiming a share of income from even though the income has been spent for the parties' benefit:

1. King Clarion Hills Subdivision, Kaysville, Utah- Defendant purchased 140 acres in 1961 and developed it in various stages. Plaintiff claims income from 65 lots; however, only 54 lots were sold after June 30, 1976, the date of marriage. On September 3, 1975 a joint venture was entered into between

Defendant and Clair D. Berntson Construction Company to develop the remaining property. Plaintiff did not participate in the development of this property and she did not contribute any money to its development.

2. Meadow Village Subdivision, Logan, Utah - Defendant purchased this land in the early part of June, 1976 prior to their marriage on June 30, 1976. A partnership was entered into between Defendant, Lynn Toolson and Elray Robinson to develop this property. Plaintiff did not participate in the development of this property and she did not contribute any money to its development.

3. Grandview Hills Subdivision, Providence, Utah - Defendant purchased this land on February 15, 1961. Plaintiff did not participate in the development of this property and she did not contribute any money to its development.

4. Val View Subdivision, Logan, Utah - Defendant purchased this land in 1973 and 1974. Plaintiff did not participate in the development of this property and she did not contribute any money to its development.

5. Bonanza Development property, Logan, Utah - Defendant and Blaine W. Hancey purchased this property as a partnership on August 20, 1968. The partnership sold the property. Plaintiff did not participate in the development of this property or in its sale and she did not contribute any money to its development.

6. Lake Edge Hills Estate, Garden City, Utah - Defendant and his deceased wife purchased this property in 1961. Plaintiff did not participate in the development of this property and she did not contribute any money to its development.

7. Glenwood Hills, Logan, Utah - Plaintiff and Defendant each purchased two lots. Plaintiff told Defendant he would construct a home on her lot which was subsequently sold and the \$5,000.00 profit from it was paid to Plaintiff. Plaintiff did not participate in the development or sale of the other property in Glenwood Hills and she did not contribute any money to its development.

8. Cherry Creek, Richmond, Utah - Defendant purchased this property on April 4, 1966. This ground is still raw land and Plaintiff has not participated in the development of this property and she has not contribute any money to its development.

9. Richmond, Utah property and other "random sales"- Defendant purchased these properties prior to marriage. Plaintiff did not participate in the development of these properties and she did not contribute any money to their development.

10. Bridlewood Hills Subdivision, Hyde Park, Utah. Defendant and Franklin W. Gunnell purchased the property on August 27, 1971. A partnership has been formed with six individuals to develop this property. Plaintiff has not

participated in the development of this property and she has not contributed any money to its development.

The issues before the Court on Plaintiff's claim for income from properties which were sold during marriage can be broken down into two areas (1) the income from the sales is no longer in existence because it was used to support Defendant and Plaintiff; and, (2) Plaintiff did not participate in the development of this property and she did not contribute any money to its development.

DATED this 17 day of July, 1987.

HARRIS, PRESTON, CHAMBERS & WILLMORE

Thomas L. Willmore

Thomas L. Willmore
Attorney for Defendant

MAILING CERTIFICATE

I hereby certify that I mailed a true and correct copy of the above and foregoing DEFENDANT'S SUMMARY OF PROPERTY to the Plaintiff's Attorney, John T. Caine, 2568 Washington Blvd., Ogden, Utah 84401 on this 17 day of July, 1987.

Thomas L. Willmore

Jacobsen. summary

WARRANTY DEED

S. F. Jacobsen and Patricia F. Jacobsen, husband and wife,
and Richard A. Willits and Judith H. Willits, husband and wife

grantor of Logan, County of Cache, State of Utah, hereby
CONVEY and WARRANT to S. E. Jacobsen and Patricia F. Jacobsen,
husband and wife, as joint tenants, not as tenants in common with
full rights of survivorship.

grantee of Logan
for the sum of \$10.00 and other goods and valuable considerations
the following described tract of land in Rich County, State of Utah:

LAKE EDGE HEIGHTS LOT 32

Beginning at a point North 2123.10 feet and East
578.46 feet from the Southwest corner of Section 28,
Township 14, North, Range 5 East, Salt Lake Base and Meridian
and running thence North 148.90 feet; thence East 132.16
feet; thence South 44.50 feet; thence South 30'00" West
106.23 feet; thence South 81 degrees 05' West 80.00 feet
to the point of beginning.

WITNESS, the hands of said grantors, this 14th day of July, A. D. 1970

Signed in the presence of

STATE OF UTAH
County of Cache
On the 14th day of July
A. D. 1970 personally appeared before me
S. F. Jacobsen, Patricia F. Jacobson,
Richard A. Willits, and Judith H. Willits

the signers of the within instrument, who duly
acknowledged to me that they executed the same.

RECORDING DATA

Entry No.

Fee \$

RECORDED ☐ INDEXED ☐
PLATTED ☐ ABSTRACTED ☐
COMPARED ☐ DELIVERED ☐

Recorded August 3, 1970 Filing No. F11,864
At 10:20 AM/PM In Book F2 Page 220
Dec 27-40 Zarea B. Jeasop, Rich County Recorder
J.B.D.

Commission expires: May 5, 1974
Notary Public
Residing in Logan, Utah

HICKMAN ABSTRACT COMPANY

220

LOGAN, UTAH

WARRANT TO REVIEW

WARRANTY DEED

E. L. Hanson and Virginia S. Hanson,
husband and wife,

grantors of Logan City County of Cache State of Utah, hereby
CONVEY and WARRANT to

S. F. Jacobsen and Patricia F. Jacobsen, husband and
wife, as joint tenants and not as tenants in common,
with full rights of survivorship,

grantee a of Logan City, Cache County, State of Utah
for the sum of \$10.00 and other valuable consideration
the following described tract of land in Cache County, State of Utah:

All of Lots 35 to 43, inclusive, and all lots 50 to 54, inclusive,
of SUNSET VISTA PARK, as shown by Extended Amendment No. 1 plat
recorded 28 November 1952 as filing No. 260139, and situate in
the Southwest quarter of Section 25, Township 12 North, Range One
East of the Salt Lake Base and Meridian. ✓



WITNESS, the hands of said grantors, this 11th day of July, A. D. 1956.

Signed in the presence of

E. L. Hanson
Virginia S. Hanson

STATE OF UTAH: On the 11th day of July, A. D. 1956 personally appeared before me
County of Cache E. L. Hanson and Virginia S. Hanson, husband and wife,
RECORDING DATA

The signer of the within instrument, who duly
acknowledged to me that they executed the same.

Notary Public
Commission expires: 18 July 1958
Residing in Logan, Utah

BOOK 115 PAGE 1

WARRANTY DEED

GEORGE M. HARRIS, a single man,

grantor of Hermosa Beach, County of Los Angeles
CONVEY and WARRANT toCalifornia
State of CALIF., hereby

BLAIN W. HANCEY and

E. F. JACOBSEN

grantee of Logan, Cache County, Utah
for the sum of

the following described tract of land in Logan, Cache

County, State of Utah:

Beginning at a point 128.5 feet South of the Northwest Corner of Lot 3, Block 22, Plat "A" Logan Farm Survey and running thence East 100 feet; thence North 33 feet to the North line of grantor's property; thence East 98 feet; thence South 110 feet; thence West 198 feet; thence North 77 feet to the place of beginning, and situate in the Southeast quarter of Section 28, Township 12 North, Range 1 East of the Salt Lake Meridian.*

Subject to a right of way for ingress and egress to adjoining property over the following:

Beginning at the mid point 128.5 feet South of the Northwest corner of the said Lot 3 and running thence East 100 feet; thence South 8 feet; thence West 100 feet; thence North 8 feet to the place of beginning.

WITNESS, the hand of said grantor, this 20th day of August A.D. 1968.

Signed in the presence of

George M. Harris

STATE OF CALIFORNIA

County of LOS ANGELES

On the 20th day of August
A.D. 1968 personally appeared before me

George M. Harris, a single man,

Entry No.

RECORDING DATA

349645

Fee \$ 2.20

RECORDED ☐ INDEXED ☐
 PLATTED ☐ ABSTRACTED ☐
 COMPARED ☐ DELIVERED ☐

STATE OF UTAH }
 COUNTY OF CACHE } ss
 FILED AND RECORDED FOR
 M C Harris
 SEP 19 11 44 AM '68

IN BOOK 115 OF RECORD
 PAGE 1
 GRETTE B. SMITH
 COUNTY RECORDER

MARILYN M. LIDDELL
 NOTARY PUBLIC
 STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES

he signer of the within instrument, who duly
 acknowledged to me that he executed the same.

Commission Expires

Notary Public

SPECIAL WARRANTY DEED

[CORPORATE FORM]

BERTHANA INVESTMENT COMPANY, a Utah corporation
a corporation organized and existing under the laws of the State of Utah, grantor, with its principal office
at Ogden, County of Weber, State of Utah, hereby CONVEYS and
WARRANTS only as against all claiming by, through or under it to

S. F. JACOBSEN and BLAINE W. HANCEY

grantee s of Logan City, Cache County, State of Utah
for the sum of \$10.00 and other valuable consideration
the following described tract of land in Logan City, Cache County, State of Utah:

Part of Lot 3, Block 22, Plat "A" Logan Farm Survey, described as follows:

Beginning at the Southwest corner of said Lot 3, and running thence
North 124.5 feet; thence East 198 feet; thence North 26 feet, more
or less to a point of record 150.7 feet North of the South line of
said Lot 3; thence East 198 feet; thence South 150.7 feet; thence
West 396 feet to beginning, and being situate in the Northwest quarter
of Section 34, Township 12 North, Range 1 East of the Salt Lake Base
and Meridian.

347745
\$2.00

STATE OF UTAH } ss
COUNTY OF CACHE }
FILED AND RECORDED FOR
HICKMAN LAND TITLE CO.
APR 8 11 49 AM '68

IN BOOK 111 OF RECORD
PAGE 877
GRETTA B. SMITH
COUNTY RECORDER
DEPUTY

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly
authorized under a resolution duly adopted by the board of directors of the grantor at lawful meeting duly
held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly
authorized officers this 11 day of March, A. D. 19 68

Attest:

Carl B. Austin
Secretary.

BERTHANA INVESTMENT COMPANY

By

LEE A. BROWN

President.



On the 11 day of March, A. D. 19 68 personally
appeared before me Lee A. Brown & Carl B. Austin
who, being by me duly sworn, did say that They (are) the President and Secretary

respectively of the Berthana Investment Company
said instrument was signed in behalf of said corporation by authority of

and Carl B. Austin Secretary

and the aforesaid officers acknowledged to me that said corporation executed the same.

Notary Public
Commission expires March 24, 1971
Residing in Logan, Utah

128

BOOK 119 PAGE 295

WARRANTY DEED

FREEMAN F. McKINNON, individually and as surviving partner of the Olof Nelson Construction Company, and ERMA N. McKINNON, his wife, grantors of Salt Lake City, and HELEN H. NELSON (widow of Wilmar Nelson)

grantor of Logan City, County of Cache
CONVEY and WARRANT to

S. F. Jacobsen

State of Utah, hereby
COUNTY OF CACHE, SS

352250
2.00 MAY 15 4 51 PM '69
FILED AND RECORDED FOR
HICKMAN LAND TITLE CO.

grantee of Logan City, Cache County, State of Utah
for the sum of \$10.00 and other valuable consideration
the following described tract of land in Cache

IN BOOK 119 OF RECORD
PAGE 295
GRETAE L. L. L.
County, State of Utah: RECORDER

D.B.H. of.

A part of the South half of the Northwest quarter and a part of the North half of the Southwest quarter of Section 23, Township 14 North, Range 1 East of the Salt Lake Base and Meridian, described as follows, to-wit:

Beginning at a point 36 rods South of the Northeast corner of the South half of the Northwest quarter of said Section 23; thence West 18 rods; thence North 36°50' West 20 rods; thence West 56 rods 10 feet more or less to a point 386 feet more or less East of the East boundary of the State Highway, said point being on the West line of the old right of way of U. I. C. Railroad Company; thence South 10°55' East along the West line of said Right of way 1182.3 feet; thence Southeasterly 50 feet; thence South 59 feet more or less to the center of Cherry Creek; thence East along center of said Creek 66 feet; thence following the meanderings up the center of said Cherry Creek in a general northeasterly direction to a point in the center of said creek which is 22 rods West of a point 19 rods South of beginning; thence East 22 rods to a point 19 rods South of beginning, said point being 12 rods South of Cherry Creek Bridge; thence North 19 rods to the place of beginning, containing 22.78 acres more or less. *

Together with a right of way for ingress and egress to the above described property being 32 feet in width, 16 feet on each side of a center line described as follows, to-wit:

Beginning at a point in the East boundary line of Highway 91, 159 feet South of the North line of said Southwest quarter and 16 feet North of the extreme South line of said Grantor's land, thence east and parallel with the said South line 10.5 chains be it more or less to the west boundary of the old right of way of the U. I. C. Railroad Company, containing 0.51 acres, more or less. *

This deed is given in the liquidation of the assets of the Olof Nelson Construction Company, a partnership.

WITNESS, the hands of said grantor s, this 4th day of April, A.D. 1966.

Signed in the presence of

Marilyn B. Brown
Notary Public
Residing in Salt Lake City

Freeman F. McKinnon
Erma N. McKinnon
Helen H. Nelson

STATE OF UTAH

County of Cache

SS.

On the 4th day of April
A.D. 1966 personally appeared before me

Freeman F. McKinnon
Erma N. McKinnon



The signer of the within instrument, who duly acknowledged to me that he executed the same.

Marilyn B. Brown
Notary Public
Commission expires: Oct 25, 1966
Residing in Salt Lake City

RECORDING DATA

Entry No.

Fee \$

RECORDED ☐ INDEXED ☐
PLATTED ☐ ABSTRACTED ☐
COMPARED ☐ DELIVERED ☐

STATE OF UTAH)

SS

County of Cache)

On the 14th day of November, 1968, personally appeared before me HELEN H. NELSON, a widow, the signer of the within instrument, who duly acknowledged to me that she executed the same.

John R. Smith
Notary Public for Utah
Residing at Logan, Utah

LAND TITLE COMPANY My Commission expires: 2-19-72

BOOK 119 PAGE 295

126

WARRANTY DEED

TED J. WILSON AND DIXIE WILSON

grantor & of Logan
CONVEY and WARRANT to

County of Cache

State of Utah, hereby

S. F. Jacobsen and Franklin W. Gunnell

grantor & of Logan, Utah

for the sum of Ten Dollars (\$10.00) and other valuable consideration
the following described tract of land in Cache

County, State of Utah:

All of the North One half of the Southwest quarter of Section Twelve (12) in
Township Twelve (12) North of Range One East of the Salt Lake Meridian, Contain-
ing (80) Eighty Acres. <

Also a right of way in common with others over the following property, to-wit:
Commencing at the Northwest corner of the Southwest quarter of the Southwest
quarter of section 12, Township 12 North, Range 1 East of the Salt Lake Base and
Meridian, and running thence South 80 rods; thence East 1 rod; thence North 80
rods; thence West 1 rod to the place of beginning. <

WITNESS, the hand & of said grantor & this 27th

day of August

A.D. 19 71

Signed in the presence of

STATE OF UTAH

County of Cache

On the 27th day of August
A.D. 19 71 personally appeared before me

Ted J. Wilson and Dixie Wilson,
husband and wife,



who signed & of the within instrument, who duly
acknowledged to me that & he & y executed the same.

Commission expires Feb. 16, 1975 Notary Public
Residing in Logan, Utah

RECORDING DATA

Entry No.

364570

Fee \$ 2.20

RECORDED ☐ INDEXED ☐
PLATTED ☐ ABSTRACTED ☐
COMPARED ☐ DELIVERED ☐

STATE OF UTAH }
COUNTY OF CACHE } SS
FILED AND RECORDED FOR
PROCTOR LAND TITLE CO.
JAN 11 3 52 PM '72

IN BOOK 140 OF RECORD
PAGE 540
GRETTA B SMITH
COUNTY RECORDER
DEPUTY

136

"THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD SEEK COMPETENT ADVICE."

Recorded at Request of _____

373518

STATE OF UTAH
COUNTY OF CACHE
FILED AND RECORDED FOR
JUN 21 10 04 AM '73

at _____ M. Fee Paid \$ _____

#2.60

by _____ Dep. Book _____ Page _____ Ref.: _____

Mail tax notice to _____ Address _____

BOOK 156 OF RECORD
PAGE 38
GRETTE B SMITH
COUNTY RECORDER
DEPUTY

QUIT-CLAIM DEED

Franklin W. Gunnell, El Marie Gunnell, his wife, S. P. Jacobsen and Patricia Jacobsen, his wife,

of Salt Lake City & Logan County of Salt Lake and Cache, State of Utah, hereby
QUIT-CLAIM toBRIDLEWOOD HILLS DEVELOPMENT COMPANY, a Utah
Partnership.

of Logan, Cache County, Utah

grantee
for the sum of
TEN DOLLARS,and other good and valuable consideration
the following described tract of land in Cache County,
State of Utah:All of the North 1/2 of the Southwest quarter of Section 12
in Township 12 North of Range 1 East of the Salt Lake Base
Meridian. Containing 80 acres more or less.Also a right-of-way in common with others over the following
property, to-wit:Commencing in the Northwest corner of the Southwest
quarter of the Southwest quarter of Section 12, Township
12 North Range 1 East of the Salt Lake Base Meridian and
running thence South 80 rods, thence East 1 rod, thence
North 80 rods, thence West 1 rod to the place of beginning.WITNESS the hand of said grantor J, this 30th day of
March, A. D. one thousand nine hundred and seventy three

Signed in the presence of

S. P. Jacobsen
Patricia Jacobsen
Franklin W. Gunnell
El Marie Gunnell

STATE OF UTAH,

COUNTY OF *Cache*day of *June*

A.D. 19 73

appeared before me FRANKLIN W. GUNNELL, EL MARIE GUNNELL, his wife,
S. P. JACOBSEN and PATRICIA JACOBSEN, his wife
the parties of the within instrument, who duly acknowledged to me that they executed the
same.*Robert J. Johnson*
Notary Public

My commission expires _____ My commission begins Aug. 1, 1973

Residing in *Logan, Utah*

WARRANTY DEED

GEORGE E. BANKHEAD and ANNA H. BANKHEAD,
husband and wife,

grantor & of Providence, County of Cache State of Utah, hereby
CONVEY and WARRANT to

S.F. JACOBSEN and PATRICIA F. JACOBSEN,
husband and wife, as joint tenants with
full right of survivorship and not as
tenants in common,

grantee & of Logan
for the sum of Ten Dollars
the following described tract of land in

Cache

Cache

County, State of Utah:

Beginning at a point North 0°03' West 950 feet
from a point North 89°41' East 301.5 feet from
the South quarter corner Section 14, Township
11 North, Range 1 East of the Salt Lake Base
and Meridian; running thence North 89°41' East
250.0 feet; thence North 0° 03' West 790.0 feet;
thence South 89°41' West 250.0 feet; thence South
0°03' East 790.0 feet; ~~thence South 89°41' West~~
~~250.0 feet, thence South 0°03' East 790.0 feet~~
to the point of beginning. Containing 4.56 acres. X

WITNESS, the hands of said grantors, this 15th

day of February A.D. 1961

Signed in the presence of

Charles P. Ellison

George E. Bankhead
Anna H. Bankhead

STATE OF UTAH } ss.
County of Cache

On the 15th day of February
A.D. 1961 personally appeared before me

GEORGE E. BANKHEAD and ANNA H.
BANKHEAD, husband and wife,



the signer of the within instrument, who duly
acknowledged to me that he executed the same.

Commission expires: *Mar 31, 1964* Notary Public
Residing in Logan, Utah

RECORDING DATA

Entry No. 349227 Fee \$ 2.00

RECORDED ☐ INDEXED ☐
PLATTED ☐ ABSTRACTED ☐
COMPARED ☐ DELIVERED ☐

STATE OF UTAH } ss.
COUNTY OF CACHE }
FILED AND RECORDED FOR
HICKMAN LAND TITLE CO.
AUG 19 11 40 AM '68

IN BOOK 114 OF RECORD
PAGE 250
GRETTA B. SMITH
COUNTY RECORDER
DEPUTY

HICKMAN ABSTRACT COMPANY

BOOK 114 - 250

132

WARRANTY DEED

GEORGE E. BANKHEAD and ANNA H. BANKHEAD,
husband and wife,

grantors of Providence, County of Cache, State of Utah, hereby
CONVEY and WARRANT to S.F. JACOBSEN and PATRICIA F. JACOBSEN
husband and wife, as joint tenants, with
full right of survivorship and not as
tenants in common,

grantee of Logan, Cache
for the sum of Ten Dollars
the following described tract of land in Cache County, State of Utah:

Beginning at a point North 0°03' West 950 feet
from a point North 89°41' East 781.5 feet from
the South quarter corner Section 14, Township
11 North, Range 1 East of the Salt Lake Base and
Meridian; running thence North 0°03' West 790.0
feet; thence South 89°41' West 230.0 feet; thence
South 0°03' East 790.0 feet; thence North 89°41'
East 230.0 feet to the point of beginning. Con-
taining 4.20 acres.



4.00 acres

WITNESS, the hand of said grantor, this 15th day of February A.D. 19 61

Signed in the presence of

Charles P. Olson

George E. Bankhead
Anna H. Bankhead

STATE OF UTAH

County of Cache

On the 15th day of February
A.D. 19 61 personally appeared before me

GEORGE E. BANKHEAD and ANNA H.
BANKHEAD, husband and wife.



within instrument, who duly
executed the same.

Commission expires: Jan 31, 1964 Notary Public
Residing in Logan, Utah

RECORDING DATA

Entry No.

335536

Fee \$ 2.00

RECORDED ☐ INDEXED ☐
PLATTED ☐ ABSTRACTED ☐
COMPARED ☐ DELIVERED ☐

STATE OF UTAH } ss
COUNTY OF CACHE }
FILED AND RECORDED FOR
HICKMAN LAND TITLE CO.
JUL 28 10 09 AM '65

IN BOOK 92 OF RECORD
PAGE 783
GRETTA B. SMITH
COUNTY RECORDER
DEPUTY

LOGAN, UTAH

HICKMAN ABSTRACT COMPANY

13

Tab I

Addendum I

**AFFIDAVIT OF COUNSEL
JOHN T. CAINE**

September 18, 1992

JOHN T. CAINE #0536 of
RICHARDS, CAINE & ALLEN
Attorney at Law
2568 Washington Boulevard
Ogden, Utah 84401
Telephone: (801) 399-4191



IN THE DISTRICT COURT
STATE OF UTAH, COUNTY OF CACHE

JOYCE CALLENQUIN, fna JOYCE
JACOBSEN,

Plaintiff,

vs.

SHIRLEY L. JACOBSEN,

Defendant.

AFFIDAVIT OF COUNSEL
JOHN T. CAINE

Civil No.

862025033

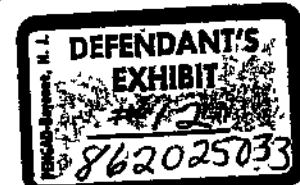
STATE OF UTAH)
:ss
COUNTY OF WEBER)

COMES NOW, JOHN T. CAINE, being first duly sworn upon his
oath, deposes and states:

1. That your Affiant was the counsel for the Plaintiff above
named during her divorce from the Defendant.

2. That a major issue arose between the parties and
Plaintiff believed that the Defendant had acquired numerous
properties and had numerous financial accounts that were part of
the marital estate and which she had an interest

3. That extensive discovery took place between the parties
and Defendant disclosed to your Affiant and the Plaintiff what
properties and accounts he had which he claimed were the only
properties and accounts he had acquired during the marital estate.



4. That Plaintiff provided your Affiant with a list of other properties and accounts which she believed were in existence, but were not included in the discovery provided by the Defendant.

5. That all the parties met in the office of Attorney Thomas Wilmore, who was counsel for the Defendant, in an effort to resolve the case by stipulation.

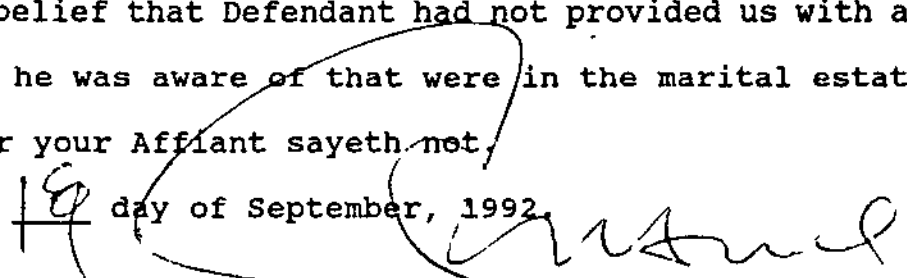
6. That during this meeting, your Affiant specifically addressed all the alleged properties and accounts provided him by Plaintiff to Defendant and his counsel and were told that either such properties and accounts did not exist or had no value or had been depleted in some fashion.

7. That following this meeting the parties entered into a stipulation which later became the basis of the divorce, which stipulation contained the proviso that if in fact representations made concerning the marital estate by the Defendant were later found to be untrue or other properties were found, the Plaintiff could open the case.

8. That this provision was specifically placed there because of Plaintiff's belief that Defendant had not provided us with all his assets that he was aware of that were in the marital estate.

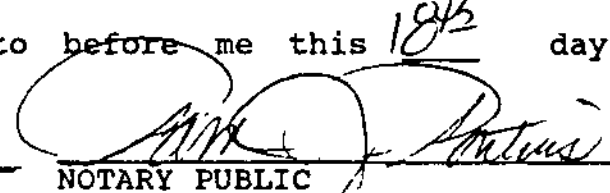
9. Further your Affiant sayeth not.

DATED this 19 day of September, 1992.

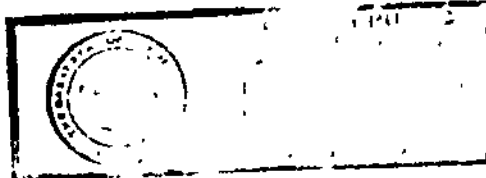


JOHN T. CAINE
Affiant

SUBSCRIBED AND SWORN to before me this 19th day of
September, 1992.



NOTARY PUBLIC



Tab J

Addendum J

**DEFENDANT'S ANSWERS TO
PLAINTIFF'S FIRST SET OF
INTERROGATORIES AND REQUEST
FOR PRODUCTION OF DOCUMENTS.**

August 6, 1992

Thomas L. Willmore (#4256)
OLSON & HOGGAN, P.C.
Attorneys for Defendant
56 West Center
P. O. Box 525
Logan, Utah 84321
Telephone (801) 752-1551

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF UTAH, IN AND FOR THE COUNTY OF CACHE

JOYCE K. JACOBSEN (KALANQUIN))	
)	
Plaintiff,)	DEFENDANT'S ANSWERS TO
)	PLAINTIFF'S FIRST SET OF
vs.)	INTERROGATORIES AND REQUEST
)	FOR PRODUCTION OF DOCUMENTS
SHIRLEY F. JACOBSEN,)	
)	
Defendant.)	Civil No. 25033

COMES NOW the Defendant, by and through his attorney, Thomas L. Willmore, and hereby answers Plaintiff's First Set Of Interrogatories And Request For Production Of Documents as follows:

INTERROGATORIES

INTERROGATORY NO. 1: Are you working?

ANSWER TO INTERROGATORY NO. 1: Defendant objects to Interrogatory No. 1 because it is not relevant to Plaintiff's Motion to Set Aside Divorce Decree since Plaintiff is claiming that the Order dividing the parties' property entered on August 28, 1987 was fraudulent.

INTERROGATORY NO. 2: Are you working as a land developer?

ANSWER TO INTERROGATORY NO. 2: Defendant objects to Interrogatory No. 2 because it is not relevant to Plaintiff's Motion to Set Aside Divorce Decree since Plaintiff is claiming that

HOGGAN P.C.
56 WEST LAW
CENTER
P.O. BOX 525
LOGAN 84321
(801) 752-1551

OFFICE
56 WEST MAIN
SUITE 115
LOGAN 84321
(801) 752-3685

the Order dividing the parties' property entered on August 28, 1987 was fraudulent.

INTERROGATORY NO. 3: Are you selling developed and undeveloped land?

ANSWER TO INTERROGATORY NO. 3: Defendant objects to Interrogatory No. 3 because it is not relevant to Plaintiff's Motion to Set Aside Divorce Decree since Plaintiff is claiming that the Order dividing the parties' property entered on August 28, 1987 was fraudulent.

INTERROGATORY NO. 4: If answers to Interrogatories Nos. 2 and 3 are affirmative, please state the following for each development, unit, phase, etc. and include the following details for each:

- a. Name of the project;
- b. Address of the project;
- c. When you purchased the property;
- d. When the purchase pay-off was made;
- e. Your job description;
- f. Your rate (gross) of pay for work;
- g. How much money (gross) you received from this project for development fees and sales since July 1, 1976;
- h. How much value you place on the exchange or work performed elsewhere on this project since July 1, 1976;
- i. How much value you place on the exchange work or trades for the purchase price on this project since July 1, 1976;
- j. How much total value you received or got the benefit of, for exchange work on this project;
- k. Size of the project;
- l. How many phases are in the project;
- m. How many units are in the project;
- n. How many lots are in the project;
- o. How much land is in the remainder of the project;
- p. How many lots, units or phases are sold;
- q. Who the Grantor is on the Deed;
- r. Who the Grantee is on the Deed;
- s. When it was sold;

2 HOGGAN, P.C.
ATTORNEYS AT LAW
WEST CENTER
PO BOX 525
SALT LAKE CITY, UTAH 84143
TEL 752-1551

2000 OFFICE
3 EAST MAIN
PO BOX 115
SALT LAKE CITY, UTAH 84143
TEL 257 3885

t. How much money, or work or trade value or exchange value the land sold for;

u. How many lots are left to sell in both the active and inactive part of the project;

v. What the offering price is for these lots;

w. What value you place on the remaining units, phases or parcels of land and how you justify this value;

x. Who keeps the books for the project;

y. What bank and account is used for the deposits and check disbursements.

z. What the balance is for this account;

aa. Who the lending institution for loans is on this project;

bb. If there are partners in this project, please list the name, address, share amount and total money paid to each since July 1, 1976;

cc. What your share is;

dd. How much money or services you have been paid from this project since July 1, 1976;

ee. What share, in dollars and percent, is your share of the partnership for the remaining development and sales of this project;

ff. How much value you give to the whole remaining undeveloped part of the project;

gg. How much you value the whole remaining developed part of the project;

hh. When you drew your last money from this project;

ii. How much money it was for;

ANSWER TO INTERROGATORY NO. 4: Defendant objects to Interrogatory No. 4 because it is not relevant to Plaintiff's Motion to Set Aside Divorce Decree since Plaintiff is claiming that the Order dividing the parties' property entered on August 28, 1987 was fraudulent.

INTERROGATORY NO. 5: Do you possess, or own an interest in, any lots or parcels of land in the KING CLARION HILLS SUBDIVISION, or adjoining land, located in Kaysville, Utah?

HOGGAN, P.C.
EYS AT LAW
ST CENTER
BOX 525
JTAH 84321
752-1551

TON OFFICE
AST MAIN
BOX 115
N. UTAH 84337
257-3885

ANSWER TO INTERROGATORY NO. 5: Defendant objects to Interrogatory No. 5 because this information was furnished and produced to Plaintiff and her attorney prior to the date of divorce on August 28, 1987 and the information requested is not relevant. This Interrogatory is overly burdensome because the information has been previously furnished by Defendant to Plaintiff and her attorney many years ago.

INTERROGATORY NO. 6: If the answer to Interrogatory No. 5 is in the affirmative, please state the following:

- a. Lot number;
- b. Parcel number;
- c. Value of each lot, piece or parcel of land;
- d. When you purchased each lot, piece or parcel of land;
- e. Who the Grantor is;
- f. Who the Grantee is;
- g. If you owe any money on these properties;
- h. If anyone owes you money on these properties;

ANSWER TO INTERROGATORY NO. 6: Defendant objects to Interrogatory No. 6 because this information was furnished and produced to Plaintiff and her attorney prior to the date of divorce on August 28, 1987 and the information requested is not relevant. This Interrogatory is overly burdensome because the information has been previously furnished by Defendant to Plaintiff and her attorney many years ago.

INTERROGATORY NO. 7: Do you have a son named Jeffery B. Jacobsen?

ANSWER TO INTERROGATORY NO. 7: Defendant objects to Interrogatory No. 7 because it is not relevant to the present action before the Court.

INTERROGATORY NO. 8: If the answer to Interrogatory No. 7 is in the affirmative, please state the following:

a. Does he own a lot or piece of parcel or land in KING CLARION HILLS SUBDIVISION, or contingent or close to KING CLARION HILLS SUBDIVISION, located in Kaysville, Utah?

b. The location of this property;

MOGGAN, P.C.
EYES AT LAW
57 CENTER
BOX 525
JTAH 84321
752 1551

TON OFFICE
457 MAIN
BOX 115
UTAH 84327
257 3885

- c. When the property was conveyed to him;
- d. Who the Grantor is;
- e. Who the Grantee is;
- f. What the size of the property is;
- g. If it is an improved property;
- h. If there is a home built on the property;
- i. If no, why not;
- j. What the value of the property is;

ANSWER TO INTERROGATORY NO. 8: Defendant objects to Interrogatory No. 8 because it is not relevant to the present action before the Court.

INTERROGATORY NO. 9: Did you purchase the land, or lands, later to be known as KING CLARION HILLS SUBDIVISION NO. 5, located in Kaysville, Utah?

ANSWER TO INTERROGATORY NO. 9: Defendant objects to Interrogatory No. 9 because this information was furnished and produced to Plaintiff and her attorney prior to the date of divorce on August 28, 1987 and the information requested is not relevant. This Interrogatory is overly burdensome because the information has been previously furnished by Defendant to Plaintiff and her attorney many years ago.

INTERROGATORY NO. 10: If the answer to Interrogatory No. 9 is in the affirmative, please state the following:

- a. When you purchased it;
- b. Who the Grantor is;
- c. Who the Grantee is;
- d. How many lots are in Subdivision No. 5 and how much land might still be developed.
- e. How much money was paid for each lot and if lots are still for sale;
- f. How many lots in Subdivision No. 5 you sold after June 30, 1976;
- g. How much money you received from the sale of these lots sold after June 30, 1976;

h. Who the Grantor is on the deeds written for the sale of the lots referred to in "g" above. Please list individually;

i. Who the Grantee is on the deeds written for the sale of the lots referred to in "g" above. Please list individually;

j. Who closed the sale of each lot;

k. State the lot number, Grantor, Grantee, date of closing, sale price, and if a contract sale, the money down and contract value, interest rate, time of contract and reconveyance date for each lot sold after June 30, 1976 and referred to in "f" above;

ANSWER TO INTERROGATORY NO. 10: Defendant objects to Interrogatory No. 10 because this information was furnished and produced to Plaintiff and her attorney prior to the date of divorce on August 28, 1987 and the information requested is not relevant. This Interrogatory is overly burdensome because the information has been previously furnished by Defendant to Plaintiff and her attorney many years ago.

INTERROGATORY NO. 11: Did you purchase land, or lands, later to be known as KING CLARION HILLS SUBDIVISION NO. 8, located in Kaysville, Utah?

ANSWER TO INTERROGATORY NO. 11: Defendant objects to Interrogatory No. 11 because this information was furnished and produced to Plaintiff and her attorney prior to the date of divorce on August 28, 1987 and the information requested is not relevant. This Interrogatory is overly burdensome because the information has been previously furnished by Defendant to Plaintiff and her attorney many years ago.

INTERROGATORY NO. 12: If the answer to Interrogatory No. 11 is in the affirmative, please state the following:

a. When you purchased it;

b. Who the Grantor is;

c. Who the Grantee is;

d. How many lots are in Subdivision No. 8 and how much land might still be developed;

HOGGAN, P.C.
EYES AT LAW
ST CENTER
BOX 525
JTAH 84321
752-1551

TON OFFICE
EAST MAIN
BOX 115
N. UTAH 84337
237-3885

e. How much money was paid for each lot and if lots are still for sale;

f. How many lots in Subdivision No. 8 you sold after June 30, 1976;

g. How much money you received from the sale of these lots sold after June 30, 1976;

h. Who the Grantor is on the deeds written for the sale of lots referred to in "g" above. Please list individually;

i. Who the Grantee is on the deeds written for the sale of lots referred to in "g" above. Please list individually;

j. Who closed the sale of each lot;

k. State the lot number, Grantor, Grantee, date of closing, sale price, and if a contract sale, the money down and the contract value, interest rate, time of contract and reconveyance date for each lot sold after June 30, 1976 and referred to in "f" above.

ANSWER TO INTERROGATORY NO. 12: Defendant objects to Interrogatory No. 12 because this information was furnished and produced to Plaintiff and her attorney prior to the date of divorce on August 28, 1987 and the information requested is not relevant. This Interrogatory is overly burdensome because the information has been previously furnished by Defendant to Plaintiff and her attorney many years ago.

INTERROGATORY NO. 13: Did you purchase land, or lands, later to be known as KING CLARION HILLS SUBDIVISION NO. 9, located in Kaysville, Utah?

ANSWER TO INTERROGATORY NO. 13: Defendant objects to Interrogatory No. 13 because this information was furnished and produced to Plaintiff and her attorney prior to the date of divorce on August 28, 1987 and the information requested is not relevant. This Interrogatory is overly burdensome because the information has been previously furnished by Defendant to Plaintiff and her attorney many years ago.

INTERROGATORY NO. 14: If the answer to Interrogatory No. 13 is in the affirmative, please state the following:

LOGGAN, P.C.
CYS AT LAW
ST CENTER
BOX 525
TAM 84321
152-1551

ON OFFICE
AST MAIN
BOX 115
UTAH 84337
157 3885

- a. When you purchased it;
- b. Who the Grantor is;
- c. Who the Grantee is;
- d. How many lots are in Subdivision No. 9 and how much land might still be developed;
- e. How much money was paid for each lot and if lots are still for sale;
- f. How many lots in Subdivision No. 9 you sold after June 30, 1976;
- g. How much money you received from the sale of these lots sold after June 30, 1976;
- h. Who the Grantor is on the deeds written for the sale of lots referred to in "g" above. Please list individually;
- i. Who the Grantee is on the deeds written for the sale of lots referred to in "g" above. Please list individually;
- j. Who closed the sale of each lot;
- k. State the lot number, Grantor, Grantee, date of closing, sale price, and if a contract sale, the money down and the contract value, interest rate, time of contract and reconveyance date for each lot sold after June 30, 1976 and referred to in "f" above.

ANSWER TO INTERROGATORY NO. 14: Defendant objects to Interrogatory No. 14 because this information was furnished and produced to Plaintiff and her attorney prior to the date of divorce on August 28, 1987 and the information requested is not relevant. This Interrogatory is overly burdensome because the information has been previously furnished by Defendant to Plaintiff and her attorney many years ago.

INTERROGATORY NO. 15: Did you purchase land, or lands, later to be known as KING CLARION HILLS SUBDIVISION NO. 10, located in Kaysville, Utah?

ANSWER TO INTERROGATORY NO. 15: Defendant objects to Interrogatory No. 15 because this information was furnished and produced to Plaintiff and her attorney prior to the date of divorce on August 28, 1987 and the information requested is not relevant. This Interrogatory is overly burdensome because the information has

been previously furnished by Defendant to Plaintiff and her attorney many years ago.

INTERROGATORY NO. 16: If the answer to Interrogatory No. 15 is in the affirmative, please state the following:

- a. When you purchased it;
- b. Who the Grantor is;
- c. Who the Grantee is;
- d. How many lots are in Subdivision No. 10 and how much land might still be developed;
- e. How much money was paid for each lot and if lots are still for sale;
- f. How many lots in Subdivision No. 10 you sold after June 30, 1976;
- g. How much money you received from the sale of these lots sold after June 30, 1976;
- h. Who the Grantor is on the deeds written for the sale of lots referred to in "g" above. Please list individually;
- i. Who the Grantee is on the deeds written for the sale of lots referred to in "g" above. Please list individually;
- j. Who closed the sale of each lot;
- k. State the lot number, Grantor, Grantee, date of closing, sale price, and if a contract sale, the money down and the contract value, interest rate, time of contract and reconveyance date for each lot sold after June 30, 1976 and referred to in "f" above.

ANSWER TO INTERROGATORY NO. 16: Defendant objects to Interrogatory No. 16 because this information was furnished and produced to Plaintiff and her attorney prior to the date of divorce on August 28, 1987 and the information requested is not relevant. This Interrogatory is overly burdensome because the information has been previously furnished by Defendant to Plaintiff and her attorney many years ago.

INTERROGATORY NO. 17: Did you purchase land, or lands, later to be known as KING CLARION HILLS SUBDIVISION NO. 11, located in Kaysville, Utah?

ANSWER TO INTERROGATORY NO. 17: Defendant objects to Interrogatory No. 17 because this information was furnished and produced to Plaintiff and her attorney prior to the date of divorce on August 28, 1987 and the information requested is not relevant. This Interrogatory is overly burdensome because the information has been previously furnished by Defendant to Plaintiff and her attorney many years ago.

INTERROGATORY NO. 18: If the answer to Interrogatory No. 17 is in the affirmative, please state the following:

- a. When you purchased it;
- b. Who the Grantor is;
- c. Who the Grantee is;
- d. How many lots are in Subdivision No. 11 and how much land might still be developed;
- e. How much money was paid for each lot and if lots are still for sale;
- f. How many lots in Subdivision No. 11 you sold after June 30, 1976;
- g. How much money you received from the sale of these lots sold after June 30, 1976;
- h. Who the Grantor is on the deeds written for the sale of lots referred to in "g" above. Please list individually;
- i. Who the Grantee is on the deeds written for the sale of lots referred to in "g" above. Please list individually;
- j. Who closed the sale of each lot;
- k. State the lot number, Grantor, Grantee, date of closing, sale price, and if a contract sale, the money down and the contract value, interest rate, time of contract and reconveyance date for each lot sold after June 30, 1976 and referred to in "f" above.

ANSWER TO INTERROGATORY NO. 18: Defendant objects to Interrogatory No. 18 because this information was furnished and produced to Plaintiff and her attorney prior to the date of divorce on August 28, 1987 and the information requested is not relevant. This Interrogatory is overly burdensome because the information has

HOGGAN P.C.
KEYS AT LAW
EST CENTER
BOX 525
UTAH 84321
752 1551

NOTION OFFICE
EAST MAIN
BOX 115
IN UTAH 84337
1257 3885

been previously furnished by Defendant to Plaintiff and her attorney many years ago.

INTERROGATORY NO. 19: Did you purchase land, or lands, later to be known as KING CLARION HILLS SUBDIVISION NO. 12, located in Kaysville, Utah?

ANSWER TO INTERROGATORY NO. 19: Defendant objects to Interrogatory No. 19 because this information was furnished and produced to Plaintiff and her attorney prior to the date of divorce on August 28, 1987 and the information requested is not relevant. This Interrogatory is overly burdensome because the information has been previously furnished by Defendant to Plaintiff and her attorney many years ago.

INTERROGATORY NO. 20: If the answer to Interrogatory No. 19 is in the affirmative, please state the following:

- a. When you purchased it;
- b. Who the Grantor is;
- c. Who the Grantee is;
- d. How many lots are in Subdivision No. 12 and how much land might still be developed;
- e. How much money was paid for each lot and if lots are still for sale;
- f. How many lots in Subdivision No. 12 you sold after June 30, 1976;
- g. How much money you received from the sale of these lots sold after June 30, 1976;
- h. Who the Grantor is on the deeds written for the sale of lots referred to in "g" above. Please list individually;
- i. Who the Grantee is on the deeds written for the sale of lots referred to in "g" above. Please list individually;
- j. Who closed the sale of each lot;
- k. State the lot number, Grantor, Grantee, date of closing, sale price, and if a contract sale, the money down and the contract value, interest rate, time of contract and reconveyance date for each lot sold after June 30, 1976 and referred to in "f" above.

HOGGAN, P.C.
KEYS AT LAW
ESTY CENTER
BOX 525
UTAH 84321
1752-1551

NTON OFFICE
EAST MAIN
BOX 115
ON, UTAH 84337
1257 3885

ANSWER TO INTERROGATORY NO. 20: Defendant objects to Interrogatory No. 20 because this information was furnished and produced to Plaintiff and her attorney prior to the date of divorce on August 28, 1987 and the information requested is not relevant. This Interrogatory is overly burdensome because the information has been previously furnished by Defendant to Plaintiff and her attorney many years ago.

INTERROGATORY NO. 21: Did you purchase land, or lands, later to be known as KING CLARION HILLS SUBDIVISION NO. 13, located in Kaysville, Utah?

ANSWER TO INTERROGATORY NO. 21: Defendant objects to Interrogatory No. 21 because this information was furnished and produced to Plaintiff and her attorney prior to the date of divorce on August 28, 1987 and the information requested is not relevant. This Interrogatory is overly burdensome because the information has been previously furnished by Defendant to Plaintiff and her attorney many years ago.

INTERROGATORY NO. 22: If the answer to Interrogatory No. 21 is in the affirmative, please state the following:

- a. When you purchased it;
- b. Who the Grantor is;
- c. Who the Grantee is;
- d. How many lots are in Subdivision No. 13 and how much land might still be developed;
- e. How much money was paid for each lot and if lots are still for sale;
- f. How many lots in Subdivision No. 13 you sold after June 30, 1976;
- g. How much money you received from the sale of these lots sold after June 30, 1976;
- h. Who the Grantor is on the deeds written for the sale of lots referred to in "g" above. Please list individually;
- i. Who the Grantee is on the deeds written for the sale of lots referred to in "g" above. Please list individually;
- j. Who closed the sale of each lot;

HOGGAN, P.C.
ATTORNEYS AT LAW
COURT CENTER
BOX 525
UTAH 84321
752-1551

STON OFFICE
EAST MAIN
BOX 115
N. UTAH 84337
257 3885

k. State the lot number, Grantor, Grantee, date of closing, sale price, and if a contract sale, the money down and the contract value, interest rate, time of contract and reconveyance date for each lot sold after June 30, 1976 and referred to in "f" above.

ANSWER TO INTERROGATORY NO. 22: Defendant objects to Interrogatory No. 22 because this information was furnished and produced to Plaintiff and her attorney prior to the date of divorce on August 28, 1987 and the information requested is not relevant. This Interrogatory is overly burdensome because the information has been previously furnished by Defendant to Plaintiff and her attorney many years ago.

INTERROGATORY NO. 23: Did you purchase land, or lands, later to be known as KING CLARION HILLS SUBDIVISION NO. 14, located in Kaysville, Utah?

ANSWER TO INTERROGATORY NO. 23: Defendant objects to Interrogatory No. 23 because this information was furnished and produced to Plaintiff and her attorney prior to the date of divorce on August 28, 1987 and the information requested is not relevant. This Interrogatory is overly burdensome because the information has been previously furnished by Defendant to Plaintiff and her attorney many years ago.

INTERROGATORY NO. 24: If the answer to Interrogatory No. 23 is in the affirmative, please state the following:

- a. When you purchased it;
- b. Who the Grantor is;
- c. Who the Grantee is;
- d. How many lots are in Subdivision No. 14 and how much land might still be developed;
- e. How much money was paid for each lot and if lots are still for sale;
- f. How many lots in Subdivision No. 14 you sold after June 30, 1976;
- g. How much money you received from the sale of these lots sold after June 30, 1976;

HOGGAN, P.C.
ATTORNEYS AT LAW
COURT CENTER
BOX 525
UTAH 84321
752-1551

ATTORNEY OFFICE
EAST MAIN
BOX 115
N. UTAH 84337
257 3885

h. Who the Grantor is on the deeds written for the sale of lots referred to in "g" above. Please list individually;

i. Who the Grantee is on the deeds written for the sale of lots referred to in "g" above. Please list individually;

j. Who closed the sale of each lot;

k. State the lot number, Grantor, Grantee, date of closing, sale price, and if a contract sale, the money down and the contract value, interest rate, time of contract and reconveyance date for each lot sold after June 30, 1976 and referred to in "f" above.

ANSWER TO INTERROGATORY NO. 24: Defendant objects to Interrogatory No. 24 because this information was furnished and produced to Plaintiff and her attorney prior to the date of divorce on August 28, 1987 and the information requested is not relevant. This Interrogatory is overly burdensome because the information has been previously furnished by Defendant to Plaintiff and her attorney many years ago.

INTERROGATORY NO. 25: Did you purchase land, or lands, known as the Wesley A. Behling property close to the KING CLARION HILLS SUBDIVISION located in Kaysville, Utah?

ANSWER TO INTERROGATORY NO. 25: Defendant objects to Interrogatory No. 25 because this information was furnished and produced to Plaintiff and her attorney prior to the date of divorce on August 28, 1987 and the information requested is not relevant. This Interrogatory is overly burdensome because the information has been previously furnished by Defendant to Plaintiff and her attorney many years ago.

INTERROGATORY NO. 26: If the answer to Interrogatory No. 25 is in the affirmative, please state the following:

a. When you purchased it;

b. Who the Grantor is;

c. Who the Grantee is;

d. How many lots are in the Wesley A. Behling property and how much land might still be developed;

e. How much money was paid for each lot and if lots are still for sale;

& HOGGAN, P.C.
ATTORNEYS AT LAW
WEST CENTER
P.O. BOX 525
N. UTAH 84321
(435) 752-1551

ONTON OFFICE
13 EAST MAIN
P.O. BOX 115
ONTON, UTAH 84337
(435) 257-3885

f. How many lots in the Wesley A. Behling property you sold after June 30, 1976;

g. How much money you received from the sale of these lots sold after June 30, 1976;

h. Who the Grantor is on the deeds written for the sale of lots referred to in "g" above. Please list individually;

i. Who the Grantee is on the deeds written for the sale of lots referred to in "g" above. Please list individually;

j. Who closed the sale of each lot;

k. State the lot number, Grantor, Grantee, date of closing, sale price, and if a contract sale, the money down and the contract value, interest rate, time of contract and reconveyance date for each lot sold after June 30, 1976 and referred to in "f" above.

ANSWER TO INTERROGATORY NO. 26: Defendant objects to Interrogatory No. 26 because this information was furnished and produced to Plaintiff and her attorney prior to the date of divorce on August 28, 1987 and the information requested is not relevant. This Interrogatory is overly burdensome because the information has been previously furnished by Defendant to Plaintiff and her attorney many years ago.

INTERROGATORY NO. 27: Did you sell property to Felshaw King?

ANSWER TO INTERROGATORY NO. 27: Defendant objects to Interrogatory No. 27 because this information was furnished and produced to Plaintiff and her attorney prior to the date of divorce on August 28, 1987 and the information requested is not relevant. This Interrogatory is overly burdensome because the information has been previously furnished by Defendant to Plaintiff and her attorney many years ago.

INTERROGATORY NO. 28: If the answer to Interrogatory No. 27 is in the affirmative, please state the following:

- a. The location of this property;
- b. When you sold this property to Felshaw King;
- c. How large the property is;
- d. How much money you were paid, or what the value was of the consideration given for the property;

OGGAN PC
/S AT LAW
CENTER
JK 525
AH 64321
52 1551

DN OFFICE
ST MAIN
JK 115
UTAH 64337
57 3685

e. Who the Grantor is;

f. Who the Grantee is;

ANSWER TO INTERROGATORY NO. 28: Defendant objects to Interrogatory No. 28 because this information was furnished and produced to Plaintiff and her attorney prior to the date of divorce on August 28, 1987 and the information requested is not relevant. This Interrogatory is overly burdensome because the information has been previously furnished by Defendant to Plaintiff and her attorney many years ago.

INTERROGATORY NO. 29: One June 30, 1976, did you have a partner in the KING CLARION HILLS SUBDIVISION development project?

ANSWER TO INTERROGATORY NO. 29: Defendant objects to Interrogatory No. 29 because this information was furnished and produced to Plaintiff and her attorney prior to the date of divorce on August 28, 1987 and the information requested is not relevant. This Interrogatory is overly burdensome because the information has been previously furnished by Defendant to Plaintiff and her attorney many years ago.

INTERROGATORY NO. 30: If the answer to Interrogatory No. 29 is in the affirmative, please state the following:

- a. What his name is;
- b. What the partner's share of the lots to sell was;
- c. List the lots, by number, that was the partner's share;
- d. What your share of the lots to sell was;
- e. List the lots, by number, that was your share;
- f. Who closed the partner's lot sales;
- g. Who closed your lot share sales;
- h. How many partnership sales were closed by this company;
- i. If another company closed partnership sales, how many did they close;
- j. If other companies closed partnership sales, how many did they close;
- k. How many lot sales were closed in the partnership name;

l. List the lots, by number, that were sold in the partnership name;

m. How many of these partnership sales had Plaintiff's name on the deed as Grantor;

n. How many of your partner's share of lot sales had Plaintiff's name on the deed as being Grantor;

o. How many deeds of (1) the partnership deeds, and (2) your partner's share of the lot sale did plaintiff, your wife, actually sign as grantor;

p. How much money you were paid for your partner's share of lots that you sold;

q. How much money you were paid for the lots sold in the partnership name;

ANSWER TO INTERROGATORY NO. 30: Defendant objects to Interrogatory No. 30 because this information was furnished and produced to Plaintiff and her attorney prior to the date of divorce on August 28, 1987 and the information requested is not relevant. This Interrogatory is overly burdensome because the information has been previously furnished by Defendant to Plaintiff and her attorney many years ago.

INTERROGATORY NO. 31: Do you, or did you, own land known as NAVAJO HILLS?

ANSWER TO INTERROGATORY NO. 31: Defendant objects to Interrogatory No. 31 because this information was furnished and produced to Plaintiff and her attorney prior to the date of divorce on August 28, 1987 and the information requested is not relevant. This Interrogatory is overly burdensome because the information has been previously furnished by Defendant to Plaintiff and her attorney many years ago.

INTERROGATORY NO. 32: If the answer to Interrogatory No. 31 is in the affirmative, please state the following;

- a. Location;
- b. Size;
- c. Is the land developed or undeveloped;

HOGGAN, P.C.
EYES AT LAW
ST CENTER
BOX 525
UTAH 84321
752-1551

ITON OFFICE
EAST MAIN
BOX 115
N. UTAH 84337
257 3685

d. How many dollars do you pay in taxes for this property each year;

e. What is the current value of this property;

f. Is there water and electricity on the property;

g. Describe the water and electrical situation regarding this property;

ANSWER TO INTERROGATORY NO. 32: Defendant objects to Interrogatory No. 32 because this information was furnished and produced to Plaintiff and her attorney prior to the date of divorce on August 28, 1987 and the information requested is not relevant. This Interrogatory is overly burdensome because the information has been previously furnished by Defendant to Plaintiff and her attorney many years ago.

INTERROGATORY NO. 33: When did you buy GRANDVIEW HILLS NO. 2 located in Providence, Utah?

ANSWER TO INTERROGATORY NO. 33: Defendant objects to Interrogatory No. 33 because this information was furnished and produced to Plaintiff and her attorney prior to the date of divorce on August 28, 1987 and the information requested is not relevant. This Interrogatory is overly burdensome because the information has been previously furnished by Defendant to Plaintiff and her attorney many years ago.

INTERROGATORY NO. 34: Are you purchasing any other land contingent to GRANDVIEW HILLS NO. 2, or close to this project that is located in Providence, Utah?

ANSWER TO INTERROGATORY NO. 34: Defendant objects to Interrogatory No. 34 because this information was furnished and produced to Plaintiff and her attorney prior to the date of divorce on August 28, 1987 and the information requested is not relevant. This Interrogatory is overly burdensome because the information has been previously furnished by Defendant to Plaintiff and her attorney many years ago.

INTERROGATORY NO. 35: Did you prepare a document known as the S.F. JACOBSEN FAMILY LIMITED PARTNERSHIP?

HOGGAN P.C.
KEYS AT LAW
ST. CENTER
BOX 525
UTAH 84321
752 1551

STON OFFICE
EAST MAIN
BOX 115
IN UTAH 84337
257 3885

ANSWER TO INTERROGATORY NO. 35: Defendant objects to Interrogatory No. 35 because this information was furnished and produced to Plaintiff and her attorney prior to the date of divorce on August 28, 1987 and the information requested is not relevant. This Interrogatory is overly burdensome because the information has been previously furnished by Defendant to Plaintiff and her attorney many years ago.

INTERROGATORY NO. 36: If the answer to Interrogatory No. 35 is in the affirmative, please state the following:

- a. When it was prepared;
- b. How many properties were in this partnership when it was prepared;
- c. What the value of the assets were in the partnership when it was prepared;
- d. How many properties are in this partnership now;
- e. What the value of the assets in the partnership are now;
- f. List the properties in the partnership now, specifying for each the size, description, current market value, location, developed or undeveloped, number of lots or parcels of land, etc;
- g. List the partners and the relationship to you, address and ages;
- h. How much money is in the partnership account;
- i. Source of this income;
- j. What institution holds this account;
- k. Are there other assets in this partnership besides property and money;
- l. If so, list the value of each;
- m. Total value of all property, money and assets in this partnership;
- n. Dollar amount of disbursements from this account since it was prepared;
- o. Who the recipients are of these disbursements;

ANSWER TO INTERROGATORY NO. 36: Defendant objects to Interrogatory No. 36 because this information was furnished and produced to Plaintiff and her attorney prior to the date of divorce

LEHOGGAN, P.C.
ATTORNEYS AT LAW
WEST CENTER
PO BOX 525
UTAH 84321
1752-1551

NOTION OFFICE
1 EAST MAIN
PO BOX 115
ON UTAH 84337
1257 3665

on August 28, 1987 and the information requested is not relevant. This Interrogatory is overly burdensome because the information has been previously furnished by Defendant to Plaintiff and her attorney many years ago.

INTERROGATORY NO. 37: Who owns the Logan Miniature Golf Concession?

ANSWER TO INTERROGATORY NO. 37: Defendant objects to Interrogatory No. 37 because it is not relevant to the present action before the Court.

INTERROGATORY NO. 38: Who operates the Logan Miniature Golf Concession?

ANSWER TO INTERROGATORY NO. 38: Defendant objects to Interrogatory No. 38 because it is not relevant to the present action before the Court.

INTERROGATORY NO. 39: How much rent is paid each year to owners?

ANSWER TO INTERROGATORY NO. 39: Defendant objects to Interrogatory No. 39 because it is not relevant to the present action before the Court.

INTERROGATORY NO. 40: Are you managing Western Executive Suites?

ANSWER TO INTERROGATORY NO. 40: Defendant objects to Interrogatory No. 40 because it is not relevant to the present action before the Court.

INTERROGATORY NO. 41: Are you receiving a managing fee for your labors?

ANSWER TO INTERROGATORY NO. 41: Defendant objects to Interrogatory No. 41 because it is not relevant to the present action before the Court.

INTERROGATORY NO. 42: How much money do you receive each month as a fee?

ANSWER TO INTERROGATORY NO. 42: Defendant objects to Interrogatory No. 42 because it is not relevant to the present action before the Court.

HOGGAN, P.C.
ATTORNEYS AT LAW
COURT CENTER
BOX 525
UTAH 84321
752-1551

NOTION OFFICE
EAST MAIN
BOX 115
SALT LAKE CITY, UTAH 84137
257-3885

INTERROGATORY NO. 43: Are you receiving Social Security Benefits?

ANSWER TO INTERROGATORY NO. 43: Defendant objects to Interrogatory No. 43 because it is not relevant to the present action before the Court.

INTERROGATORY NO. 44: How much money do you receive each month from your Social Security Benefits?

ANSWER TO INTERROGATORY NO. 44: Defendant objects to Interrogatory No. 44 because it is not relevant to the present action before the Court.

INTERROGATORY NO. 45: Please state the name, address and relationship, if any, to Defendant of each and every witness you will or may call to the hearing, and for each such individual provide a brief description of the testimony he or she will offer.

ANSWER TO INTERROGATORY NO. 45: S. F. Jacobsen, 1796 Country Club Drive, Logan, Utah, 84321; and Jeffery B. Jacobsen, 1400 East 900 North, Logan, Utah, 84321; John B. Caine, Attorney, 2568 Washington Blvd., Ogden, Utah, 84401, George W. Preston, 31 Federal Avenue, Logan, Utah, 84321; Defendant objects to Interrogatory No. 45 because discovery has not been completed in this matter and after discovery has been completed any other witnesses will be provided to Plaintiff.

INTERROGATORY NO. 46: Please describe each exhibit you intend to offer at the hearing.

ANSWER TO INTERROGATORY NO. 46: Defendant objects to Interrogatory No. 46 because discovery has not been completed and upon completion of discovery exhibits that Defendant is intending to offer at a hearing of this matter, if a hearing is held, will be provided to the Plaintiff.

INTERROGATORY NO. 47: Did you have a partner named Rex T. Fuhriman?

ANSWER TO INTERROGATORY NO. 47: Defendant objects to Interrogatory No. 47 because it is not relevant to Plaintiff's Motion to Set Aside Divorce Decree since Plaintiff is claiming that

DEGGAN, P.C.
5 AT LAW
CENTER
X 525
NH 84321
2-1551

IN OFFICE
17 MAIN
X 115
JTAH 84337
7-3885

the Order dividing the parties' property entered on August 28, 1987 was fraudulent.

INTERROGATORY NO. 48: Was he a real estate broker?

ANSWER TO INTERROGATORY NO. 48: Defendant objects to Interrogatory No. 48 because it is not relevant to Plaintiff's Motion to Set Aside Divorce Decree since Plaintiff is claiming that the Order dividing the parties' property entered on August 28, 1987 was fraudulent.

INTERROGATORY NO. 49: Was he a broker and a partner in you [sic] business Western Realty & Development Company?

ANSWER TO INTERROGATORY NO. 49: Defendant objects to Interrogatory No. 49 because it is not relevant to Plaintiff's Motion to Set Aside Divorce Decree since Plaintiff is claiming that the Order dividing the parties' property entered on August 28, 1987 was fraudulent.

INTERROGATORY NO. 50: Did you have a Partnership Contract written for your business association?

ANSWER TO INTERROGATORY NO. 50: Defendant objects to Interrogatory No. 50 because it is not relevant to Plaintiff's Motion to Set Aside Divorce Decree since Plaintiff is claiming that the Order dividing the parties' property entered on August 28, 1987 was fraudulent.

INTERROGATORY NO. 51: Who wrote this Partnership Contract?

ANSWER TO INTERROGATORY NO. 51: Defendant objects to Interrogatory No. 51 because it is not relevant to Plaintiff's Motion to Set Aside Divorce Decree since Plaintiff is claiming that the Order dividing the parties' property on August 28, 1987 was fraudulent.

INTERROGATORY NO. 52: Did you share the office expenses half and half?

ANSWER TO INTERROGATORY NO. 52: Defendant objects to Interrogatory No. 52 because it is not relevant to Plaintiff's Motion to Set Aside Divorce Decree since Plaintiff is claiming that the Order dividing the parties' property entered on August 28, 1987 was fraudulent.

HOGGAN P C
EYS AT LAW
ST CENTER
BOX 525
JTAH 84321
752 1551

TON OFFICE
AST MAIN
BOX 115
N UTAH 84337
257 3885

INTERROGATORY NO. 53: Did you have a specified split for your share of development endeavors and your property sales? What was it?

ANSWER TO INTERROGATORY NO. 53: Defendant objects to Interrogatory No. 53 because it is not relevant to Plaintiff's Motion to Set Aside Divorce Decree since Plaintiff is claiming that the Order dividing the parties' property entered on August 28, 1987 was fraudulent.

REQUEST FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1: All documents, statements, correspondence, memoranda or other evidence identified, specified, referred to or otherwise designated in the answers to any of the proceeding Interrogatories and records referred to or relied on in providing answers to the attached Requests for Admission and Interrogatories.

ANSWER TO REQUEST NO. 1: No documents, statements, correspondence, memoranda or other evidence has been referred to or designated in the answers and none is produced to the Plaintiff.

REQUEST NO. 2: All documents, including but not limited to, canceled checks, deposit slips, deeds, contracts, reconveyances, legal descriptions with acreage sizes, tax notices, plats, check registers, ledger books, etc. used in the partnerships, personal, construction, management, rental, and development business activities of the nine (9) premarital properties, Exhibits A through G disclosed in the court file 25033-34 for the years 1976 through 1992.

ANSWER TO REQUEST NO. 2: Defendant objects to the information requested in Request No. 2 because such information was previously furnished to the Plaintiff during the preparation and discovery for the divorce of the parties and the requested information is unduly burdensome and is not relevant to this matter.

REQUEST NO. 3: All documents, including but not limited to, canceled checks, deposit slips, deeds, contracts, reconveyances, legal descriptions with acreage sizes, tax notices, plats, check registers, ledger books, etc. used in the partnerships, personal,

HOGGAN, P.C.
ATTORNEYS AT LAW
1615 WEST CENTER
BOX 525
UTAH 84321
752-1551

REGIONAL OFFICE
EAST MAIN
BOX 115
N. UTAH 84337
257-3885

construction, management, rental, and development business activities of the KING CLARION HILLS SUBDIVISION in Kaysville, Utah, for Unit Nos. 5, 8, 9, 10, 11, 12, 13 and 14 and contingent land purchases for the years 1976 through 1992.

ANSWER TO REQUEST NO. 3: Defendant objects to the information requested in Request No. 3 because such information was previously furnished to the Plaintiff during the preparation and discovery for the divorce of the parties and the requested information is unduly burdensome and is not relevant to this matter.

REQUEST NO. 4: All documents, including but not limited to, canceled checks, deposit slips, deeds, contracts, reconveyances, legal descriptions with acreage sizes, tax notices, plats, check registers, ledger books, etc. used in the partnerships, personal, construction, management, rental, and development business activities of Pyramid Investment Company for the years 1976 through 1992.

ANSWER TO REQUEST NO. 4: Defendant objects to the information requested in Request No. 4 because such information was previously furnished to the Plaintiff during the preparation and discovery for the divorce of the parties and the requested information is unduly burdensome and is not relevant to this matter.

REQUEST NO. 5: All documents, including but not limited to, canceled checks, deposit slips, deeds, contracts, reconveyances, legal descriptions with acreage sizes, tax notices, plats, check registers, ledger books, etc. used in the partnerships, personal, construction, management, rental, and development business activities of Meadow Village Development Company from 1976 through 1992.

ANSWER TO REQUEST NO. 5: Defendant objects to the information requested in Request No. 5 because such information was previously furnished to the Plaintiff during the preparation and discovery for the divorce of the parties and the requested information is unduly burdensome and is not relevant to this matter.

REQUEST NO. 6: All documents, including but not limited to,

canceled checks, deposit slips, deeds, contracts, reconveyances, legal descriptions with acreage sizes, tax notices, plats, check registers, ledger books, etc. used in the partnerships, personal, construction, management, rental, and development business activities of the S. F. JACOBSEN FAMILY LIMITED PARTNERSHIP from 1982 through 1992.

ANSWER TO REQUEST NO. 6: Defendant objects to the information requested in Request No. 6 because such information was previously furnished to the Plaintiff during the preparation and discovery for the divorce of the parties and the requested information is unduly burdensome and is not relevant to this matter.

REQUEST NO. 7: Please submit all loan papers, draws, billings, subcontractors' bills, invoices, etc. for the construction of the homes located on Lots 27 and 29 of Glenwood Hills located in Logan, Utah.

ANSWER TO REQUEST NO. 7: Defendant objects to the information requested in Request No. 7 because such information was previously furnished to the Plaintiff during the preparation and discovery for the divorce of the parties and the requested information is unduly burdensome and is not relevant to this matter.

REQUEST NO. 8: Please submit all checks, receipts for cash paid and/or any compensation you paid, or exchanges made for the construction, fees, permits, etc., and the furnishings of the homes located on Lots 27 and 29 of Glenwood Hills in Logan, Utah.

ANSWER TO REQUEST NO. 8: Defendant objects to the information requested in Request No. 8 because such information was previously furnished to the Plaintiff during the preparation and discovery for the divorce of the parties and the requested information is unduly burdensome and is not relevant to this matter.

REQUEST NO. 9: Copies of all documents and exhibits you intend to offer at the hearing of this matter.

ANSWER TO INTERROGATORY NO. 9: Defendant objects to the Request No. 9 because discovery has not been completed and upon completion of discovery copies of documents and exhibits intended

HOGGAN P.C.
KEYS AT LAW
EST CENTER
BOX 525
UTAH 84321
752 1551

NOTION OFFICE
EAST MAIN
BOX 115
IN UTAH 84337
257 3685

to be offered at the hearing of this matter will be produced to the Plaintiff.

REQUEST NO. 10: Federal Income Tax Returns for the years 1982 through 1992.

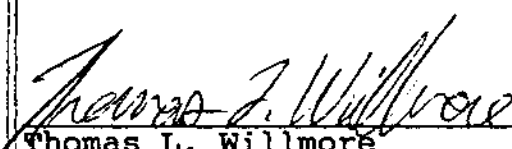
ANSWER TO REQUEST NO. 10: Defendant objects to Request No. 10 because Federal income tax returns were provided to the Plaintiff and Plaintiff and her attorney had ample conversations and ability to discuss Defendant's income tax returns with his accountant, Gary Jones. Income tax returns through 1986 were provided to the Plaintiff. Any income tax returns for subsequent years after the date of divorce are not relevant to this action.

REQUEST NO. 11: Financial statements for the years 1975 through 1992.

ANSWER TO REQUEST NO. 11: Defendant objects to Request No. 10 because financial statements were provided to the Plaintiff and Plaintiff's attorney. Any financial statements for subsequent years after the date of divorce are not relevant to this action.

DATED this 6 day of August, 1992.

OLSON & HOGGAN, P.C.


Thomas L. Willmore
Attorneys for Defendant

151
S. F. Jacobsen

STATE OF UTAH)
 : ss.
County of Cache)

S. F. JACOBSEN, being first duly sworn on oath, deposes and says: That he has read the foregoing Defendant's Answers To Plaintiff's First Set Of Interrogatories And Request For Production Of Documents, knows and understands the contents thereof, and that the same are true of his own knowledge, except as to those matters

HOGGAN, P.C.
NEYS AT LAW
EST CENTER
BOX 525
UTAH 84321
1752-1551

UTON OFFICE:
EAST MAIN
BOX 115
DN. UTAH 84337
1257-3885

stated on information and belief; and as to such matters, he believes them to be true.

151
S. F. Jacobsen

Subscribed and sworn to before me this 6th day of August, 1992.

151
NOTARY PUBLIC
Residing at:
Commission Expires:

MAILING CERTIFICATE

I hereby certify that I mailed an exact copy of the foregoing Defendant's Answers to Plaintiff's First Set Of Interrogatories And Request For Production of Documents to Plaintiff's Attorney, Raymond N. Malouf, of Malouf Law Offices, at 150 East 200 North, Suite D, Logan, Utah, 84321, postage prepaid in Logan, Utah, this 6th day of August, 1992.


Mary Lynn Hathaway
Mary Lynn Hathaway

wpd/tlw/div/jacob.ain
N-3903.3

LOGAN, UT
YE AT LAW
T CENTER
DA 525
AN 84321
52-1551

ON OFFICE
ST MAIN
OK 115
UTAH 84337
57 3885

Respectfully submitted this 27th Day of April, 1994.



MICHAEL W. ISBELL


RAYMOND N. MALOUF

CERTIFICATE OF SERVICE

I hereby certify that on the 27th day of April, 1994,
two (2) true and correct copies of the foregoing ADDENDUM TO
BRIEF OF THE PLAINTIFF-APPELLANT, was mailed Hand Delivered ~~postage prepaid~~ to
the following:

Thomas L. Willmore
Attorney at Law
P.O. Box 525
Logan, Utah 84321


~~Secretary~~