

S-24-0619 *In re Estate of Paul A. Knapp, Barbara Knapp* (Appellant) v. *Lance Knapp, In his capacity as personal representative* (Appellee)

Appeal from the County Court for Dodge County, Judge Francis W. Barron, III

Attorneys: Mary L. Hewitt (McGill, Gotsdiner, Workman & Lepp, P.C., L.L.O. for Appellant) and Sheila A. Bentzen (Rembolt Ludtke, LLP for Appellee)

Prior to their marriage, Barbara and Paul entered into premarital agreement, which is a contract that a couple signs prior to marriage that provides how their assets will be divided in the event of death or divorce. Paul and Barbara agreed that she would sell her separate home and then reinvest the proceeds into remodeling Paul's home, which substantially increased the home's value. Paul's home became their marital home. The premarital agreement indicated that their separate property would remain their separate property and that neither would have a claim against the estate of the other, except as provided in Article 9.4. However, the premarital agreement did not contain an Article 9.4, and it did not otherwise memorialize their agreement regarding their marital home.

The evidence showed that Paul and Barbara agreed that when one of them died, the other spouse would be able to live in the marital home, and if the home was sold, then the proceeds would be split between the parties. Paul's son agreed that Paul informed him that Barbara was to receive a portion from the proceeds of the sale of the home. After Paul died, Barbara made a claim against his estate regarding the marital home based on the premarital agreement and on their oral agreement. However, as personal representative of Paul's estate, Paul's son denied Barbara's claim. The county court determined that the premarital agreement was unenforceable due to the missing section and found that there was not enough evidence regarding what they orally agreed to. The county court further determined that Barbara waived her right to make claims against Paul's estate when she signed the premarital agreement. On appeal, Barbara argues that Article 9.4's nonexistence renders the premarital agreement vague, so extrinsic evidence should have been considered. Extrinsic evidence is information not contained within the "four corners" of the premarital agreement. She further argues that the county court erred when it found she waived her right to make a claim against Paul's estate.

The Nebraska Supreme Court ordered this case to be transferred from the docket of the Nebraska Court of Appeals to its docket. The parties filed briefs with the Nebraska Supreme Court, so it is ready to hear oral arguments from the parties. Each party has ten minutes to argue the case before the Nebraska Supreme Court and to answer questions from Nebraska Supreme Court Justices.