

PRENUPTIAL AGREEMENT

1 This agreement made in triplicate on this 27 day of
2 May, 1983, by and between WILLIAM E. MILLER of Pioche, Lincoln
3 County, Nevada, party of the first part, and DONNA JEAN HIGGINS
4 of Pioche, Lincoln County, Nevada, party of the second part,
5 witnesseth:

6 Whereas, it is agreed by and between the parties hereto
7 that a marriage is shortly to be had and solemnized between them
8 upon the considerations, among others in these presents herein-
9 after more fully set out; and

10 Whereas, the party of the first part is possessed of
11 considerable property, both real and personal, in his own right;
12 and

13 Whereas, it is the mutual desire of the parties hereto
14 that all property and property rights of the party of the first
15 part shall be, and be maintained, for the benefit of him and his
16 heirs, legal representatives, and assigns as though no marriage
17 relation ever existed between them;

18 NOW, THEREFORE, in consideration of the premises the
19 parties agree and covenant each with the other, as follows, to-wit:

20 FIRST: WILLIAM E. MILLER, party of the first part shall
21 own and shall have the exclusive use control, and benefit, with
22 the right to sell, convey, mortgage, pledge or otherwise deal with
23 the following described personal property:

- 24 (a) 1973 CMR Model MH 12' x 16' Mobile Home serial no.
25 S1126.
- 26 (b) 1976 ALF type TT Model 35 vehicle identification No.
27 91422 Nevada Title No. 284078-23-79 trailer.
- 28 (c) 1964 VIKIN model FC 42T trailer, California vehicle
29 ID No. 4454114A.
- 30 (d) 1958 PLY Model DG 42 Trailer, California vehicle
31 ID No. 735002191.

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1 SECOND: WILLIAM E. MILLER, party of the first part
2 shall own and shall have the exclusive use, control, and benefit,
3 with the right to sell, convey, mortgage, pledge or otherwise
4 deal with the following real property:

5 (a) That certain real property located in the County of
6 Inyo, State of California, more specifically de-
7 scribed as follows:

8 The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of
9 the Southeast $\frac{1}{4}$ of Section 10, Township 20 North, Range
10 7 East, San Bernardino Meridian, according to the
11 Official plat thereof.

12 EXCEPTING THEREFROM the Easterly 145.40 feet.

13 ALSO EXCEPTING all oil, gas and other mineral deposits,
14 together with the right to prospect for, mine and remove
15 the same according to the provisions of said Act of
16 June 1, 1938 (52 Stats. 609) as amended and as reserved
17 by the United States of America in the patent recorded
18 May 18, 1964 in Book 164, page 29 of Official Records.

19 (b) That certain real property situate in the County of
20 Inyo, State of California, described as follows:

21 Lot 143, Section 34, Township 22 North, Range 10 East,
22 San Bernardino Base and Meridian in the County of Inyo,
23 State of California, as shown upon a Record of Survey
24 recorded in Book 7, page 37 of Maps, in the office of
25 the County Recorder of said County. EXCEPT all oil, gas,
26 oil shale, coal phosphate, sodium, gold, silver and all
27 other mineral deposits contained in said land, together
28 with the right to drill for and extract such deposits
29 of oil and gas, and to prospect for, mine and remove
30 such deposits of other minerals from said land and to
31 occupy and use so much of the surface of said land as
32 may be required therefore, upon compliance with the
33 conditions and subject to the provisions and limitations
34 of Chapter 5, Part I, Division 6 of the Public Resources
35 Code as reserved by the State of California in Patent
36 recorded November 26, 1951 in Book 94, page 421, official
37 records.

38 (c) That real property situate in the County of Inyo,
39 State of California described as follows:

40 Lot 146, Section 34, Township 22 North Range 10 East,
41 San Bernardino Base and Meridian in the County of Inyo,
42 State of California, as shown upon a Record of Survey
43 recorded in Book 7, Page 37 of Maps, in the office of
44 the County Recorder of said County.

45 EXCEPT ALL oil, gas, oil shale, coal, phosphate, sodium,
46 gold silver and all other mineral deposits contained in
47 said land, together with the right to drill for an

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1 extract such deposits of oil and gas, or gas, and to
2 prospect for, mine and remove such deposits of other
3 minerals from said land and to occupy and use so much
4 of the surface of said land as may be required therefor,
5 upon compliance with the conditions and subject to the
6 provisions and limitations of Chapter 5, Part I, Division
7 6 of the Public Resources Code as reserved by the State
8 of California in Patent recorded November 26, 1951 in
9 Book 94, Page 421 Official Records.

10 (d) That certain real property situate in Pioche,
11 County of Lincoln, State of Nevada bounded and described as
12 follows:

13 ALL of lots numbered Two (2) and Three (3) in Block
14 numbered Nine (9) as said lots and block are delineated
15 on the official plat of said town of Pioche, now on
16 file and of record in the office of the County Recorder
17 of said Lincoln County, and to which plat and records
18 thereof reference is hereby made for further description.

19 Together with any and all buildings and improvements
20 situate thereon.

21 THIRD: The party of the second part, DONNA JEAN HIGGINS,
22 does hereby disclaim and release to the party of the first part,
23 or his heirs, legal representatives, assigns, legatees, and de-
24 visees all and every right, claim and estate, which she might,
25 would or could have, hold or acquire in, to, or upon all or any of
26 the real or personal property described herein by reason of said
27 marriage and by reason of being or having been, the spouse of the
28 party of the first part.

29 FOURTH: The party of the first part, WILLIAM E. MILLER,
30 does hereby agree and does hereby direct that in the event of his
31 death that the party of the second part, DONNA JEAN HIGGINS shall
32 be permitted to reside upon and occupy for a period of Six (6)
33 months after his death that certain real property situate in
34 Pioche, Lincoln County, Nevada, described as follows:

35 ALL of lots numbered Two (2) and Three (3) in Block
36 numbered Nine (9) as said lots and block are delineated
37 on the official plat of said town of Pioche, now on
38 file and of record in the office of the County Recorder
39 of said Lincoln County, and to which plat and records
40 thereof reference is hereby made for further description.

41 Together with any and all buildings and improvements
42 situate thereon.

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1 .FOURTH: This agreement may be specifically enforced by
2 any court having jurisdiction upon the application of the party of
3 the first part, his heirs, legal representatives or assigns.

4 IN WITNESS WHEREOF the parties hereto have affixed
5 their signatures at Pioche, Lincoln County, Nevada, on the day
6 and year first written above.

7 Party of the First Part William E. Miller

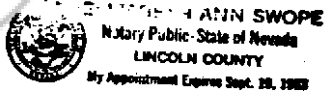
WILLIAM E. MILLER

8 Party of the Second Part Donna Jean Higgins
9 DONNA JEAN HIGGINS

10 STATE OF NEVADA)
11 : ss.
12 COUNTY OF LINCOLN)

13 On this 27 day of May, 1983, before me personally
14 appeared WILLIAM E. MILLER and DONNA JEAN HIGGINS, to me known to
15 be the persons described and who executed the foregoing instrument
16 by placing their mark above their name and acknowledged that they
17 executed the same as their own free act and deed.

18 E. Kenneth Owen
19 NOTARY PUBLIC in and for said
20 County and State.



21 No. 77904
22 FILED AND RECORDED AT REQUEST OF
23 William E. Miller
24 May 27, 1983
25 AT 30 MINUTES PAST 1 O'CLOCK
26 P.M. IN BOOK 55 OF OFFICIAL
27 RECORDS, PAGE 292 LINCOLN
28 COUNTY, NEVADA.

29 YURIKO SETZER
30 COUNTY RECORDS
31 Ch. J. Sponick Deputy