

ORIGINAL

1 OSEA
2 SKLAR WARREN CONWAY & WILLIAMS LLP
3 Jeffrey D. Conway, Esquire
4 Nevada Bar No. 004573
5 221 North Buffalo Drive, Suite A
6 Las Vegas, Nevada 89145
7 (702) 360-6000
8 Attorney for Petitioner

FILED
2001 DEC 14 P 12:03
CLERK OF DISTRICT COURT
LINCOLN COUNTY, NEVADA
Chogan

**DISTRICT COURT
LINCOLN COUNTY, NEVADA**

9 In the Matter of the Estate)
10 of)
11 RICHARD DONOHUE,)
12 Deceased.)

Case No. 9-6-97LP

ORDER SETTING ASIDE ESTATE WITHOUT ADMINISTRATION AND APPROVING ESTATE SETTLEMENT AGREEMENT

15 The petition of FRANCES DONOHUE for the entry of an order that the Estate of her husband,
16 Richard Donohue, Deceased, shall not be administered upon, but the whole thereof shall be by the Judge
17 assigned and set apart to her as the sole claimant thereof and the person entitled thereto, in accordance with
18 the Estate Settlement Agreement, dated April 21, 1998, by and between Frances Donohue and Owen
19 Donohue (the Decedent's brother), coming on regularly this day to be heard; due proof having been made
20 to the satisfaction of this Court that Notice of the filing and of the time and place for hearing said petition
21 was given in manner and form as required by NRS 155.010; the Court having read said petition and having
22 heard or read all evidence presented in support thereof and having considered the same and being fully
23 advised in the premises, finds and adjudges;

24 That the said Richard Donohue died intestate on or about the 20th day of March, 1997, and was, at
25 the time of his death, a resident of Pioche, Nevada, Lincoln County, leaving Frances Donohue as his

1 surviving spouse, and Owen Donohue, his brother, as his sole surviving heirs, and leaving the Estate
2 consisting of the property listed on Exhibit "A" hereto; that the gross value of said Estate is not in excess
3 of fifty thousand dollars (\$50,000.00); that the funeral expenses of Decedent were paid by Petitioner; that
4 said Petitioner is entitled to such Estate for her support, subject to the provisions of the Estate Settlement
5 Agreement attached hereto as Exhibit "B" and subject to any outstanding claims against the Estate, to the
6 extent such claims are legally enforceable against Petitioner.

7
8 NOW, THEREFORE, IT IS ORDERED that the said Estate of Richard Donohue, Deceased,
9 consisting of the assets set forth on Exhibit "A" hereto, shall not be administered upon, but the whole
10 thereof shall be, and is hereby, assigned and set apart to Frances Donohue, subject to the provisions of the
11 Estate Settlement Agreement attached hereto in Exhibit "B," which is hereby approved.

12
13 IN ACCORDANCE WITH THE FORGOING, IT IS SPECIFICALLY FURTHER ORDERED AS
14 FOLLOWS:

15 1. Frances Donohue, Petitioner, shall hereby have vested in her name
16 all right, title and interest in and to the real property located at No. 13 Main St., Pioche, Nevada,
17 more particularly described as follows:

18 Lots Twenty-nine (29), Thirty (30), Thirty-one (31) and the North 20 feet of
19 Lot Thirty-two (32) in Block Twenty-six (26) in the Town of Pioche, County
20 of Lincoln, State of Nevada, together with any and all improvements situate
thereon.

21 2. Frances Donohue, Petitioner, shall have vested in her name all right, title and
22 interest in and to the real property located at No. 2 Mill St., Pioche, Nevada, more particularly
23 described as Lot 6, Block 39, Town of Pioche, County of Lincoln, State of Nevada, together with
24 any and all improvements situate thereon.

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3. Owen Donohue shall have vested in his name all right, title and interest to the real property located at No. 1 Mill St., Pioche, Nevada, more particularly described as Lots 2, 3, 4, 5, Block 39, Town of Pioche, County of Lincoln, State of Nevada, together with any and all improvements situate thereon.

DATED this 7th day November, 2001.
14th December, 01

[Signature]
DISTRICT COURT JUDGE

Submitted by:

SKLAR WARREN CONWAY & WILLIAMS LLP

BY: [Signature]
JEFFREY B. CONWAY, ESQ.
Nevada Bar No. 004573
221 North Buffalo Drive, Suite A
Las Vegas, Nevada 89145

Attorney for Petitioner

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EXHIBIT "A"

ESTATE PROPERTY

Real Property

- A. Residence (land and house located at 2 Mill Street, Pioche, Nevada, which is more particularly described as follows:
Lot 6, Block 39, in the Town of Pioche, County of Lincoln, State of Nevada, and all improvements situate thereon.

Personal Property

- A. Silver Collection
- B. 1967 Suzuki Motorcycle
- C. 1962 Scout Pickup Truck
- D. 1972 Mercury Sedan
- E. 1970 Roadrunner Travel Trailer
- F. 1957 Sears Boat
- G. 1958 Boat Trailer
- H. Household Furnishings

EXHIBIT "B"

COPY

ESTATE SETTLEMENT AGREEMENT

1 THIS ESTATE SETTLEMENT AGREEMENT made and entered by and
2 between OWEN DONOHUE of Lincoln County, State of Nevada,
3 hereinafter referred to as "OWEN", and FRANCES DONOHUE, sole heir
4 of the ESTATE OF RICHARD DONOHUE, hereinafter referred to as
5 "FRANCES".

R E C I T A L S:

6
7 WHEREAS, there is pending in the Seventh Judicial
8 District Court in and for the County of Lincoln, State of Nevada,
9 the ESTATE OF RICHARD DONOHUE, Deceased, Case No. 9-6-97LP; and,

10 WHEREAS, OWEN DONOHUE asserts a claim to the Estate by
11 virtue of the fact that he is the brother of RICHARD DONOHUE,
12 Deceased, and therefore has a statutory interest in said Estate;
13 and,

14 WHEREAS, FRANCES and OWEN believe it is in the best
15 interest of each party to resolve all claims and issues regarding
16 the estate;

17 WHEREAS, FRANCES DONOHUE, is the only other heir to the
18 Estate other than OWEN DONOHUE;

19 NOW, THEREFORE, based upon the mutual covenants contained
20 herein, the parties agree as follows:

ARTICLE I

DIVISION OF PROPERTY

21
22
23 SECTION 1.01. Real Property to be Vested in the Name of
24 FRANCES DONOHUE. FRANCES DONOHUE shall have vested in her name any
25 right, title and interest of OWEN DONOHUE in and to real property
26 located at No. 13 Main Street, Pioche, Nevada, which is more

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(702) 260-7422

LAW OFFICE
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1 particularly described as follows:
2

3 Lots Twenty-nine (29), Thirty (30, Thirty-one
4 (31) and the North 20 feet of Lot Thirty-two
5 (32) in Block Twenty-six (26) in the Town of
6 Pioche, County of Lincoln, State of Nevada,
7 together with any and all improvements situate
8 thereon.

9 OWEN DONOHUE shall cooperate in the execution of any and all
10 appropriate documents to vest his interest in the name of FRANCES
11 DONOHUE to the above-described real property or otherwise disclaim
12 any interest therein as may be appropriate.

13 SECTION 1.02. Real Property to be Vested in the Name of
14 the FRANCES DONOHUE. FRANCES DONOHUE shall have vested in her name
15 all right, title and interest in and to real property located at
16 No. 2 Mill Street, Pioche, Nevada, which is more particularly
17 described as follows:

18 Lot 6, Block 39, in the Town of Pioche,
19 County of Lincoln, State of Nevada, together
20 with any and all improvements situate thereon.

21 OWEN DONOHUE shall cooperate in the execution of any and all
22 appropriate documents to vest his interest in the name of FRANCES
23 DONOHUE in and to the above-described property or otherwise
24 disclaim any interest therein as may be appropriate.

25 SECTION 1.03. Real Property to be Vested in the Name of
26 OWEN DONOHUE. OWEN DONOHUE shall have vested in his name all
right, title and interest in and to real property located at No. 1
Mill Street, Pioche, Nevada, which is more particularly described
as follows:

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Lots 2, 3, 4, 5, Block 39, in the Town of Pioche, County of Lincoln, State of Nevada, together with any and all improvements situate thereon.

FRANCES DONOHUE shall cooperate in the execution of any and all appropriate documents to vest title and/or assign her interest in the name of OWEN DONOHUE in and to the above-described property or otherwise disclaim any interest therein as may be appropriate.

SECTION 1.04. Personal Property. Representatives of the ESTATE OF OWEN DONOHUE and/or FRANCES DONOHUE have removed certain items of personal property located at No. 1 Mill Street, Pioche, Nevada, and may have other items of personal property located at that said address. FRANCES assumes full responsibility for all items of personal property heretofore removed from said premises and for any personal property remaining on said premises. Any personal property still remaining on the premises shall be removed by FRANCES, or her representatives, on or before sixty (60) days from the date of this Agreement. OWEN shall execute any and all documents necessary to transfer any interest in and to any of said personal property to FRANCES DONOHUE and/or the ESTATE.

SECTION 1.05. Personal Property to OWEN DONOHUE. OWEN shall receive any personal belongings/personal property that were owned or possessed by LELAND DONOHUE and/or SADIE MAY DONOHUE. OWEN has possession of said items of personal property and shall not make any further claims to any other personal property.

SECTION 1.06. Set- Aside of Estate. FRANCES DONOHUE shall file an Amended Petition in THE ESTATE OF RICHARD DONOHUE and shall seek therein to set aside the real and personal property

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1 pursuant to the terms of this Estate Settlement Agreement.

2 ARTICLE II

3 ESTATE PROCEEDINGS CONCERNING SADIE MAY DONOHUE
4 AND/OR LELAND DONOHUE

5 SECTION 2.01. Set-Aside of Estate. OWEN DONOHUE shall
6 initiate estate proceedings to set-aside the estate of SADIE MAY
7 DONOHUE and/or LELAND DONOHUE to OWEN. FRANCES DONOHUE shall
8 execute any and all assignments of interest, disclaimers of title,
9 or other documents as may be appropriate to relinquish any interest
10 that she may have in and to No. 1 Mill Street, Pioche, Nevada, as
11 more particularly described above. In the event that it is
12 determined that the real property located at No. 2 Mill Street,
13 Pioche, Nevada, forms part of the estate of SADIE MAY DONOHUE
14 and/or LELAND DONOHUE, the same shall be set-aside to FRANCES
15 DONOHUE and OWEN shall execute any and all documents including
16 disclaimers of title, or assignments of interest that may be
17 required to vest title to said real property in the name of FRANCES
18 DONOHUE.

19 ARTICLE III

20 MISCELLANEOUS

21 SECTION 3.01. Modification. No alteration or other
22 modification of this agreement shall be effective unless such
23 modification shall be in writing and signed by the parties hereto.

24 SECTION 3.02. Binding Effect. This agreement shall
25 inure to the benefit of and be binding on the heirs, executors,
26 administrators, assigns, devisees, and legatees of the parties.

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1 SECTION 3.02. Notice. Any notice under this Agreement
2 shall be made in writing and shall either be personally delivered,
3 mailed certified mail, return receipt requested, and/or sent by
4 facsimile to the parties at their respective addresses as follows:

5 OWEN DONOHUE
6 P.O. BOX 404
7 PIOCHE, NEVADA 89043

8 FRANCES DONOHUE
9 c/o Jeffrey D. Conway, Esq. *Send to: 711 S. 400 W. 4 B-7*
10 The Phoenix Building *Richfield UT 84701*
11 330 S. Third Street, Suite 603
12 Las Vegas, Nevada 89101

13 SECTION 3.04. Venue. At the option of parties venue for
14 any action regarding this Agreement may be established in Lincoln
15 County, State of Nevada.

16 SECTION 3.05. Applicable Law. This agreement and the
17 rights, obligations and remedies of the respective parties
18 hereunder, shall be governed by the laws of the State of Nevada.

19 SECTION 3.06. Captions. The captions contained herein
20 are inserted only for convenience of reference and are in no way to
21 be construed as part of this Agreement or as a limitation on the
22 scope of the particular paragraphs to which they refer.

23 IN WITNESS WHEREOF, the parties have executed this Estate
24 Settlement Agreement on the 21 day of April, 1998.

25 Owen L. Donohue
26 OWEN DONOHUE

Frances Donohue
FRANCES DONOHUE

GARY D. FAIRMAN
A PROFESSIONAL CORPORATION
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STATE OF NEVADA)
COUNTY OF LINCOLN) SS.

On April 24, 1998, personally appeared before me, a Notary Public, OWEN DONOHUE, who acknowledged that he executed the above instrument.

Trista Fogliani
NOTARY PUBLIC



STATE OF Utah)
COUNTY OF Sevier) SS.

On 21 April, 1998, personally appeared before me, a Notary Public, FRANCES DONOHUE, who acknowledged that she executed the above instrument.

Travis E Anderson
NOTARY PUBLIC



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NO. 117482

FILED AND RECORDED AT COUNTY OF
FIRST AMERICAN TITLE

DECEMBER 31, 2001

30 04

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This document to which this certificate is attached is a full, true and correct copy of the original, on file and record in the County Clerk's Office, Piche Nevada.

In witness whereof, I have hereunto set my hand and affixed the Seal of the
Seventh Judicial District Court, and for the County of Lincoln, State of
Nevada, this 19th day of December 2001

COUNTY CLERK
LESLIE BOGNER RECORDER

BY Jerred Leavers DEPUTY

[Signature]
COUNTY CLERK

BOOK 160 P. 529