

**OCCUPANCY AGREEMENT**

This Occupancy Agreement is made on the 10<sup>th</sup> day of August, 1999 by and between FLOYD R. LAMB, of the Township of Alamo, County of Lincoln, State of Nevada (Occupant) and LYNN DONALD KITCHEN and BETH K. KITCHEN, Managers of GRASSY KNOLLS, LLC; DOUGLAS K. BARLOW and SUSAN L. BARLOW, Trustees of the BARLOW 1978 TRUST; and WILLIAM S. BUNKER and SHIRLEY R. BUNKER, husband and wife, all of the Township of Logandale, County of Clark, State of Nevada (GRANTORS).

**RECITALS**

LAMB is Seller of that certain parcel of real property commonly known as THE BUCKHORN RANCH, located in the Township of Alamo, County of Lincoln, State of Nevada.

As partial consideration for that Offer to Purchase, GRANTORS have agreed to allow LAMB to occupy the home and utilize the barn, the car garage, a small green shed, the two north corrals, and one fuel tank located on the property throughout the lifetime of LAMB and subject to the conditions noted herein. See Exhibit attached for legal description.

The Parties desire to memorialize this agreement and their understanding to avoid any potential future conflicts.

Therefore, LAMB and GRANTORS agree as follows:

1. In consideration of the promises contained in this agreement and other good and valuable consideration, the receipt of which GRANTORS acknowledge, GRANTORS will hereby allow LAMB to occupy the aforementioned premises for the period of his lifetime on the conditions enumerated herein.

**2. Conditions of Occupancy:**

2.1 This Agreement of Occupancy will stay in effect for LAMB's lifetime. If, however, during LAMB's lifetime, LAMB chooses to remove himself from the premises and begins occupying a new residence, this agreement will terminate.

2.1.1 The termination will not apply if LAMB is admitted into a hospital or other medical care facility for any length of time.

2.1.2 The termination will also not apply if LAMB merely takes an extended vacation. If, however, he resides in one location other than the home which is the subject of this Occupancy Agreement for a period of longer than three (3) months, a change of residency will be implied and LAMB will permanently remove himself from the premises.

2.2 LAMB will bear all expense of maintenance and repair of the property which is the subject of this agreement. He herewith agrees to keep and maintain the home, barn, and corrals in substantially the same condition as exists at the time of the execution of this agreement.

2.3 LAMB will further pay and be responsible for all utilities and taxes associated with the property which is the subject of this agreement.

2.4 LAMB will also maintain a policy of insurance covering all buildings, structures, and contents which are subject to the Offer of Purchase and subject to this agreement against any and all loss or destruction. In addition, LAMB will name GRANTORS as primary beneficiaries under said policy of insurance.

3. **Occupancy of Wife, Loretta Lamb**

3.1 In the event this agreement terminates upon the death of Occupant, LAMB, Occupant's wife, LORETTA LAMB, will be allowed to remain on the premises for a maximum of four months from the date of death of Occupant.

4. **Valuations:**

4.1 It is understood and agreed that for any purposes which may be required by any governmental entity or the parties themselves that the value assigned to the home, barn, corrals, and land which is the subject of this Occupancy Agreement is Two Hundred Seventy Five Thousand and No/xx Dollars (\$275,000.00).

5. **Assignment:**

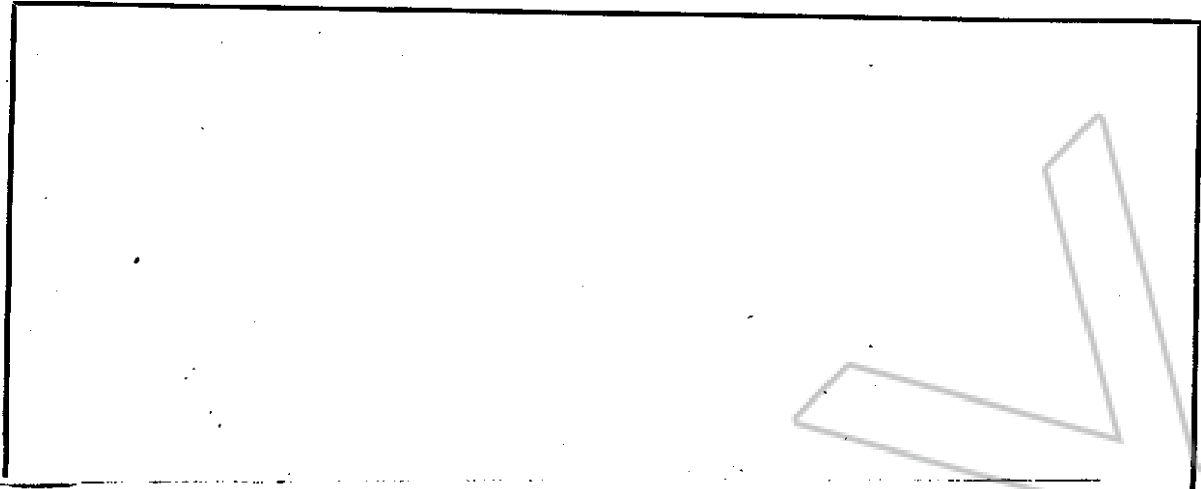
5.1 It is understood and agreed by and between the Parties that LAMB will not and may not assign, lease, sublet, rent or otherwise transfer the occupancy of the premises which is the subject of this agreement. Upon such event, this agreement will terminate immediately.

6. **Default:**

6.1 In the event LAMB does not comply with each and every condition enumerated herein LAMB will immediately relinquish all rights of Occupancy provided herein. In the event LAMB refuses to remove himself from the premises, the relationship of the Parties will become that of landlord/tenant. In such event, GRANTORS, as Landlord may initiate any legal proceedings to remove LAMB from the premises including, but not limited to, Summary Eviction proceedings provided for within the laws of the State of Nevada.

7. **Attorney Fees:**

7.1 In the event a disagreement or dispute arises as to the terms and conditions of this agreement and legal action is instituted, the prevailing party will be entitled to actual attorney's fees so long as same is deemed reasonable by the court and will be entitled to all actual costs involved in the legal proceeding.



8. Miscellaneous Provisions:

8.1 This agreement will be subject to and construed pursuant to the laws of the State of Nevada.

8.2 Any changes or amendments to this agreement must be in writing, signed by and agreed to by all Parties.

8.3 In the event that any case law or statutory provision of the State of Nevada is inconsistent with any term, covenant, or condition contained in this agreement, or such law would or does invalidate, obviate, modify, condition or render nugatory any such term, covenant or condition, or for any other reason any term covenant or condition is invalidated, the remaining terms of this agreement shall continue to be in force and effect.

DATED this 10<sup>th</sup> day of August, 1999.

OCCUPANT

Floyd R. Lamb  
FLOYD R. LAMB

GRANTORS:

Lynn Donald Kitchen  
LYNN DONALD KITCHEN -  
Manager, GRASSY KNOLLS, LLC.

Beth K. Kitchen  
BETH K. KITCHEN - Manager,  
GRASSY KNOLLS, LLC.

Douglas K. Barlow  
DOUGLAS K. BARLOW - Trustee  
BARLOW 1978 TRUST

Susan L. Barlow  
SUSAN L. BARLOW - Trustee  
BARLOW 1978 TRUST

William S. Bunker  
WILLIAM S. BUNKER

Shirley R. Bunker  
SHIRLEY R. BUNKER

WHEN RECORDED RETURN TO:  
Lynn Donald Kitchen, ETAL  
1092 N Doris St  
Centerville, UT 84014

EXHIBIT

Parcel No. 2 as shown on Parcel Map for Floyd A. Lamb Trust, filed in the Office of the County Recorder of Lincoln County on August 16, 1999, in Book B, Page 243 of Plats, as File No. 113223, located in a portion of NE 1/4 of Section 22, Township 7 South, Range 61 East, M.D.B.&M.

NO. **113262**

FILED AND RECORDED AT REQUEST OF

First American Title  
August 24, 1999

02 MINUTES PAST 11 O'CLOCK  
AM IN BOOK 143 OF OFFICIAL

RECORDS PAGE 406 LINCOLN  
COUNTY, NEVADA

Leslie Boucher  
COUNTY RECORDER

By Teresa Lewis Deputy