WHEN RECORDED MAIL TO:
MR. & MRS. WINKELMAN
P.O. BOX 102
MINDEN, NV 89423

## **AGREEMENT**

ESCROW# 020106903

This Agreement is entered into by and between George Winkelman and Marga Winkelman (hereafter Winkelman) and the Bently Family Limited Partnership (hereafter BFLP) on this \_\_\_\_\_\_ day of July 2002, related to the following facts:

- 1. Winkelman is selling to BFLP that real property located in Douglas County, Nevada and more particularly described in Exhibit A, attached hereto and incorporated by reference.
- 2. The Parties desire to memorialize an Agreement related to the property which shall survive the close of escrow, which Agreement is set forth below.

Based upon these recitals, and good and valuable consideration the receipt of which is acknowledged by each party, they do agree as follows:

- A. For a period of up to fifteen (15) years from and after that date when a Deed is recorded in the office of the Douglas County Recorder conveying the Exhibit A property from Winkelman to BFLP, Winkelman shall have the exclusive right to use and occupy the Exhibit A property for any legal and historically customary use.
- B. Upon reasonable notice BFLP shall have the occasional right to access to the premises, other than the Winkelman home, to ensure the protection of BFLP's ownership interest in the property.
- C. All taxes and costs associated with occupying the property shall be paid by the Winkelmans.
- D. This right to occupy the Exhibit A property shall terminate automatically at the conclusion of fifteen (15) years, upon the death of the survivor of the Winkelmans, or their election to leave the property and establish a primary residence at a different location. If Winkelman shall leave early, BFLP will pay to Winkelman, or the legal heirs or the survivor thereof, the sum of Ten Thousand and No/100 Dollars (\$10,000.00) for each year remaining on the fifteen (15) year period and a percentage of Ten Thousand and No/100 Dollars (\$10,000.00) equal to the percentage of any partial year remaining.

THIS INSTRUMENT IS BEING RECORDED AS AM ACCOMODATION ONLY. NO MADILITY, EXPRESSED OR IMPLIED, IS ASSUMED AS TO IT'S REQUIRAMITY OR SUFFICIENCY NOR AS TO ITS EXPECT, IF A LOV, UPON THEE TO ANY REAL PROPERTY DESCRIPTION THEREIN.

STEWART THILE OF DOUGLAS COUNTY

George Winkelman

Morrow Winkelman

Marga Winkelman

STATE OF NEVADA ) ss.
COUNTY OF DOUGLAS )

On this \_\_\_\_\_ day of July, 2002, before me, a notary public, personally appeared George Winkelman, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

Notary Public

STATE OF NEVADA

) ss.

COUNTY OF DOUGLAS )



JACK SHEEHAN

Notary Public - Nevada Douglas County

My Appointment Expires December 1 2005

On this \_\_\_\_\_ day of July, 2002, before me, a notary public, personally appeared Marga Winkelman, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that she executed the instrument.

Motary Public



JACK SHEEHAN

Notary Public - Nevada Douglas County

My Appointment Expires December 1, 2005

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## BENTLY FAMILY LIMITED PARTNERSHIP

Sonald E. Bently

By: Donald E. Bently

STATE OF NEVADA ) ss. COUNTY OF DOUGLAS )

On this day of July, 2002, before me, a notary public, personally appeared Donald E. Bently, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

Notary Public



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## LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

The South 1/2 of the Northwest 1/4, Section 17, Township 13 North, Range 20 East, M.D.B.&M.

ASSESSOR'S PARCEL NO. 1320-17-000-002



REQUESTED BY

Stewart Title of Douglas County

IN OFFICIAL RECORDS OF
DOUGLAS CO... NEVADA

2002 JUL -3 PM 3: 55

LINDA SLATER
RECORDER

S MP PAID BL DEPUTY

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