

OFFICIAL RECORD

Requested By:  
SYNCON HOMES

**RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:**

↓ Syncon Homes,  
990 Ironwood Drive  
Minden, Nevada 89423

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 3 Fee: 16.00  
BK-0307 PG- 6970 RPTT: 0.00



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**Termination of Easement Agreement**

This Termination of Easement Agreement is made as of the date of its recordation in the Official Records of Douglas County, Nevada ("Official Records"), by and between The Springs VI, LLC, a Nevada limited liability company ("The Springs"), and The Springs Property Owners Association Inc., a Nevada non-profit cooperative corporation (the "Association"), with reference to the following facts and is as follows:

A. On or about December 1, 2006, The Springs and the Association entered into that certain Easement Agreement recorded in the Official Records on December 1, 2006, as Document #0689841 (the "Easement Agreement"), pursuant to which The Springs attempted to grant to the Association certain easement rights over that real property referred to in the Easement Agreement as the "Easement Area".

B. At the time the Easement Agreement was entered into, The Springs and the Association mistakenly believed that The Springs was the fee simple owner of the Easement Area. Subsequent investigations have revealed that, at the time the Easement Agreement was entered into, The Springs did not possess any right, title, or interest in the Easement Area, and thus lacked the authority to grant the easement rights referenced in the Easement Agreement. Furthermore, it is now clear to the parties that The Springs does not now hold, and will not hereafter acquire, any right, title, or interest in the Easement Area.

C. In light of the foregoing, the parties now hereby desire to abandon, terminate, release, and forever extinguish the Easement Agreement and all rights and obligations arising thereunder or related thereto, as more particularly set forth below.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The Springs and the Association hereby abandon, terminate, extinguish, and forever release any and all right, title, interest, and/or obligation each may have to, under, and/or related to the Easement Agreement.

IN WITNESS WHEREOF this Termination of Easement Agreement is executed as of the date of its recordation in the Official Records.

**THE SPRINGS:**

**THE SPRINGS VI, LLC, a Nevada limited liability company**

**By: SYNCON HOMES, a Nevada corporation**

**Its: Managing Member**

**By:** Andrew W. Mitchell

**Andrew W. Mitchell**

**Its: Chief Financial Officer**

**THE ASSOCIATION:**

**THE SPRINGS PROPERTY OWNERS ASSOCIATION INC., a Nevada non-profit corporation**

**By:** Chris Erlandson

**Chris Erlandson**

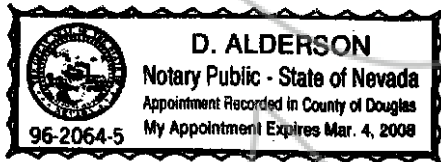
**Its: President**

STATE OF NEVADA )

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COUNTY OF DOUGLAS )

This instrument was acknowledged before me on March 22, 2007, by Andrew W. Mitchell as Chief Financial Officer of Syncon Homes, a Nevada corporation, as Managing Member of The Springs VI, LLC, a Nevada limited liability company.



D. Alderson

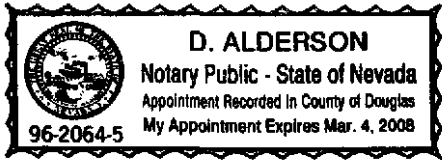
Notary Public


My Commission Expires: 3/4/2008



STATE OF NEVADA     )  
                                  )  
COUNTY OF DOUGLAS    )

This instrument was acknowledged before me on March 22, 2007, by Chris Erlendson as President of The Springs Property Owners Association Inc., a Nevada non-profit corporation.



  
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Notary Public  
My Commission Expires: 3/4/2008