

APN 1418-15-801-005 + 006
RECORDING REQUESTED BY:

ROBERT E. MARTIN, TRUSTEE
Post Office Box 276
Glenbrook, Nevada 89413

WHEN RECORDED MAIL TO:

ROBERT E. MARTIN, TRUSTEE
Post Office Box 276
Glenbrook, Nevada 89413

08-51815-2m

DOC # 0729272
09/03/2008 09:17 AM Deputy: GB
OFFICIAL RECORD
Requested By:
TSI TITLE & ESCROW INC

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 6 Fee: 19.00
BK-0908 PG- 415 RPTT: 0.00



**AGREEMENT FOR
RESCISSION AND ABANDONMENT
OF LANES AND ROADS**

This Agreement is made this 21st day of August, 2008, by ROBERT E. MARTIN and WILLIAM J. HUGHES, as Trustees under the Robert E. Martin Trust dated July 5, 1988 and VIVIAN A. MORGAN and ROBERT J. KAHN.

RECITALS

1. Robert E. Martin and William J. Hughes, as Trustees, are the owners of certain real Property located in the County of Douglas, State of Nevada, described as follows:

PARCEL A:

All of Parcel A of the Parcel Map for Robert E. Martin, filed in the Office of the Douglas County Recorder, on May 13, 1974, as File 73146, lying Westerly of U.S. Highway 50.

2. Vivian A. Morgan and Robert J. Kahn are the owners of certain real Property located in the County of Douglas, State of Nevada, described as follows:

PARCEL B:

All of Parcel B as shown on the Parcel Map for Robert E. Martin, filed in the Office of the Douglas County Recorder,

on May 13, 1974, as File 73146, lying Westerly of U.S. Highway 50.

3. By Quitclaim Deed recorded on March 14, 1975, in Book 375, at Page 389, as Instrument 78830, rerecorded on April 1, 1975 in Book 475, at Page 42, as Instrument 79189, Official Records, the Parties and their predecessors reserved and granted the right to use certain lanes and roads existing on and over their respective properties.

4. The Parties desire to rescind in their entirety the rights to use such lanes and roads on and over their respective properties, on the conditions and exceptions provided below.

RESCISSION AND ABANDONMENT

5. For a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all those certain rights to use such lanes and roads referenced in paragraph 3 above on the Property described in Recital 1 above, located on the respective properties of the Parties shall be rescinded, terminated, vacated and held for naught, at such time as a new home is constructed on Parcel A, a final approval is issued by the Tahoe Regional Planning Agency and a Certificate of Occupancy is issued by Douglas County, Nevada.

6. This rescission shall not be valid or effective for any lanes and roads adjacent to U.S. Highway 50, which are expressly reserved.

7. The Parties agree to execute such further documents, including Quitclaim Deeds, as may be necessary and useful to fully implement this Agreement when the conditions referenced in paragraph

5 are met and fulfilled.

8. This Agreement is binding upon and inures to the benefit of the heirs, executors, administrators, personal representatives, successors-in-interest, successors-in-title and assigns of the Parties to it.

9. In the event any Party to this Agreement must resort to legal action in order to enforce its provisions or must defend such a suit, the more prevailing Party will be entitled to receive reimbursement from the other Party, including all reasonable attorney's fees and all costs incurred in such a suit.

10. This Agreement embodies the entire understanding among the Parties and none of the Parties will be bound by any definition, condition, warranty or representation, other than those expressly stated in this Agreement.

11. This Agreement may only be waived by a writing signed by all of the Parties. This Agreement may only be amended in a writing signed by all of the Parties.

12. The Parties represent, warrant and agree as follows:

A. Each of the Parties has received legal advice from an attorney of their choosing with respect to the advisability of entering into this Agreement and the advisability of executing it.

B. Except as expressly stated in the Agreement, no Party has made any statement or representation to any other Party regarding any fact that has been relied upon by any other party in entering into this Agreement. In connection with



executing this Agreement, no Party hereto has relied upon any statement, representation or promise of any other Party or their attorney not expressly contained herein.

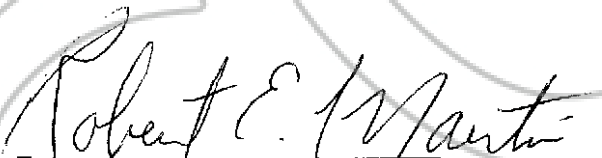
C. The terms of this Agreement are contractual and are the result of negotiations among the Parties. Each of the Parties has cooperated in the drafting and preparation of this Agreement. Therefore, if any construction is to be made of this Agreement, it will not be construed against any Party.

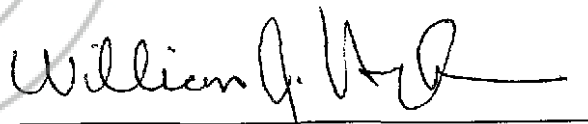
D. Each of the Parties whose signature is affixed hereto in a representative capacity represents and warrants that he is authorized to execute this Agreement on behalf of and bind the entity on whose behalf his signature is affixed.

E. The Parties shall exercise due diligence in performing their obligations under this Agreement.

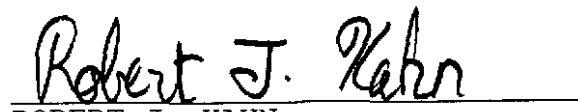
13. Time is of essence of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this 21st day of August, 2008.


ROBERT E. MARTIN, Trustee
under the Robert E. Martin
Trust dated July 5, 1988


WILLIAM J. HUGHES, Trustee
under the Robert E. Martin
Trust dated July 5, 1988


VIVIAN A. MORGAN


ROBERT J. KAHN

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On August 21, 2008, personally appeared before me, a notary public, ROBERT E. MARTIN, personally known to me or proved to me on the basis of satisfactory evidence 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 WASHOE)

On August 21, 2008, personally appeared before me, a notary public, WILLIAM J. HUGHES, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

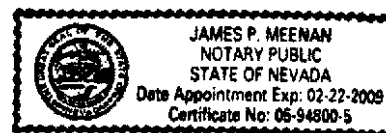

NOTARY PUBLIC



STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On August 22, 2008, personally appeared before me, a notary public, VIVIAN A. MORGAN, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above instrument who acknowledged that she executed the instrument.


NOTARY PUBLIC



STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On August 21, 2008, personally appeared before me, a notary public, ROBERT J. KAHN, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

Sharon M. Knudson

NOTARY PUBLIC



COPY