

OFFICIAL RECORD

Requested By:
JAMES J. RANKL

Douglas County - NV
Karen Ellison - Recorder

Page: 1 of 6 Fee: 19.00
BK-0609 PG-3454 RPIT: 0.00



Assessor's Parcel Number: 1418-10-802-002

Recording Requested By:

Name: Corey, Luzaich, Pliska, et al.

Address: P.O. Box 669

City/State/Zip: Millbrae, CA 94030

Mail Tax Statements to:

Name: _____

Address: _____

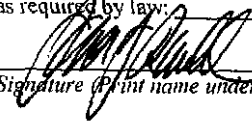
City/State/Zip: _____

Please complete Affirmation Statement below:

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that this document submitted for Recording contains the social security number of a person or persons as required by law: _____ (state specific law)


Signature (Print name under signature)

Attorney
Title

Agreement Extinguishing Any and All Easement Rights

(Title of Document)

If legal description is a metes & bounds description furnish the following information:

Legal description obtained from: _____ (Document Title), Book: _____ Page: _____

Document # _____ recorded _____ (Date) in the Douglas County Recorders Office.

-OR-

If Surveyor, please provide name and address:

This page added to provide additional information required by NRS 111.312 Sections 1-4.

(Additional recording fees apply)

RECORDING REQUESTED BY:

CORBY, LUZAICH, PLISKA, de GHBTALDI
& NASTARI, LLP

WHEN RECORDED MAIL TO:

NAME STEVAN N. LUZAICH
STREET ADDRESS P. O. Box 669
CITY, STATE, ZIP Millbrae, CA 94030

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AGREEMENT EXTINGUISHING ANY AND ALL EASEMENT RIGHTS

This Agreement Extinguishing Any And All Easement Rights (the "Agreement") is made by and among HILARY H. MARBLE, as Trustee of the Nancy Short Stewart Family Exempt Trust (the "Trust" or "Grantee"), LAWRENCE RUVO ("Ruvo"), HARVEY WHITTEMORE ("Whittemore") and POSTMISTRESS PROPERTIES, LLC ("Postmistress"), (collectively referred to herein as "Grantors").

Recitals

On March 29, 2007, Gregory J. Hampton, on behalf of the Nancy Short Stewart Glenbrook Trust, Ruvo, Whittemore, and Postmistress executed that certain Restated Pier Easement, Construction, Use and Maintenance Agreement (the "Basement Agreement").

The Nancy Short Stewart Family Exempt Trust is the owner of all that real property in the County of Douglas, State of Nevada, commonly known as 1959 Glenbrook Road, Glenbrook Nevada, A.P.N. 1418-10-702-007 (referred to herein as the "Trust Property," or the "Benefitted Property"). All of the right, title and interest in the trust property was transferred by the Nancy Short Stewart Glenbrook Trust to the Nancy Short Stewart Family Exempt Trust pursuant to that grant deed recorded as document number 0718008 in the County of Douglas, State of Nevada.

Hilary H. Marble is the duly appointed trustee of the Nancy Short Stewart Family Exempt Trust, pursuant to that Ex Parte Order Approving Resignation of Trustee, Discharge of Trustee, Appointment of Successor Trustee, Cessation of Ongoing Bond Obligations, and Removal of Trust from Court Jurisdiction, filed April 15, 2008, in the Estate of Nancy Short Stewart deceased, San Mateo County Superior Court case No. 93493.

Under the terms of the Easement Agreement, Ruvo granted to Grantee an easement over certain real property owned by Ruvo commonly known as 1955 Glenbrook Road, Glenbrook Nevada, A.P.N. 1418-10-802-002, as described therein, and the parties to the Easement

Agreement agreed to create certain equitable servitudes on the properties of Grantors, as more fully set forth therein.

The parties to this agreement, Grantor and Grantee, now wish to extinguish certain easement rights and servitudes conveyed to the Grantee under the Easement Agreement.

Therefore, the parties agree as follows:

1. Under the terms of the Easement Agreement, the following rights were granted to the Grantee (collectively referred to herein as the "Easement Rights"), under the following sections of the Easement Agreement:

A. The right to approve any modification or alteration of the improvements, pursuant to Section 1.2.

B. The right to allocation and use of a boat lift on the pier by the Trust, its employees, and invitees, and beneficiaries, under the terms of Section 1.5.

C. The right to have a non-exclusive easement for pedestrian ingress and egress over pedestrian walkways to access the pier in accordance with Modified Plans, pursuant to Section 2.1.

D. The right of Grantee, and its respective employees and invitees, to have a non-exclusive right to use and enjoy the pier for recreational boating purposes, including the right to ingress and egress to and from boats docked thereat, pursuant to Section 2.3.

E. The right to a designated docking space at the pier as set forth in Sections 5.1 and 5.2.

F. The right to have Grantee named as an additional insured party pursuant to Section 6.2.

2. The parties agree that each and any and all of the easement rights granted to the Trust, Grantee, or its employees, invitees, or beneficiaries, as set forth in Section 1 above, are hereby extinguished and cancelled, effective immediately.

3. As and for consideration for the extinguishment of the easement rights as set forth herein, Grantors shall pay the sum of Five Hundred Thousand Dollars (\$500,000.00) cash to the Trust. Said sum shall be paid within thirty (30) days following execution of this Agreement.

4. This Agreement shall be binding upon all of the heirs, and successors of each of the parties hereto.

STATE OF NEVADA
COUNTY OF WASHOE

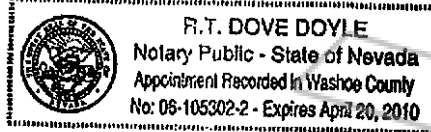
Harvey Whittemore

Harvey Whittemore

Subscribed and sworn before me this 11th day of MAY, 2009.

R.T. Dove Doyle

Notary Public



Postmistress Properties, LLC

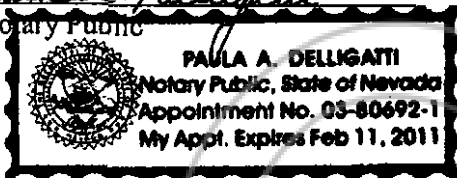
By *[Signature]*

STATE OF NEVADA
COUNTY OF CLARK

Subscribed and sworn before me this 14 day of May, 2009.

Paula A. Delligatti

Notary Public



STATE OF NEVADA
COUNTY OF WASHOE

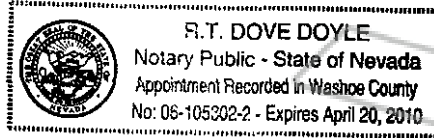
Harvey Whittemore

Harvey Whittemore

Subscribed and sworn before me this 11TH day of MAY, 2009.

R.T. Dove Doyle

Notary Public



Postmistress Properties, LLC

By _____

Subscribed and sworn before me this _____ day of _____, 2009.

Notary Public



5. In the event that any action or proceeding is necessary to enforce the terms of this agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing parties all attorney's fees and court costs.

6. The determination by any court that any provision of this Agreement is unlawful, void, or unenforceable, shall not affect the validity of any other provision hereof, and no such determination that any provision hereof is inapplicable or unenforceable shall affect the applicability or enforceability of such provision or any other provision hereof.

7. Each party to this Agreement shall promptly execute and deliver all instruments and documents and take all action as may be reasonably required or appropriate to carry out the purposes of this Agreement.

8. The laws of the State of California shall govern the validity, construction, performance and effect of this Agreement. Jurisdiction and venue shall lie in any dispute arising under this Agreement solely with the Superior Court of San Mateo County, California.

9. This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same original, and one counterpart may be detached and attached to another counterpart to create one original document without affecting the validity of this agreement.

In witness whereof the parties hereto have entered into this Agreement the 14 day of

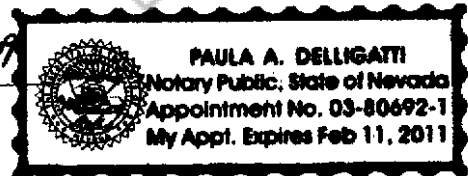
May, 2009.

Lawrence Ruvo, member

STATE OF NEVADA
COUNTY OF CLARK

Subscribed and sworn before me this 14th day of May, 2009

Paula A. Delligatti
Notary Public



Nancy Short Stewart Family Exempt Trust

By Hillary H. Marble
Hillary H. Marble

Subscribed and sworn before me this 2nd day of June, 2009.

Dawn Holt
Notary Public

