



OFFICIAL RECORD
AMY ELMER, RECORDER

APN _____

APN _____

APN _____

Termination of Agreement

Title of Document

Affirmation Statement

I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does not contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of any person or persons. (Per NRS 239B.030)

_____ I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of a person or persons as required by law: _____
(State specific law)

Samuel Jensen owner
Signature Title

Pamela Jensen
Print

10-3-19
Date

Grantees address and mail tax statement:

Recording Requested By:

Bruce and Pamela Jensen
P.O. Box 253
Lund, Nevada 89317



00005317201903827920040047

MARTHA RIVERA SINDELAR, RECORDER
Pgs=4 CS

TERMINATION OF AGREEMENT

THIS TERMINATION AGREEMENT (the "Agreement") dated this 30th day of August, 2019

BETWEEN:

Elmer O. Wheeler and Paule A. Wheeler Family Trust of
2908 Golfside Drive, Las Vegas, Nevada 89134

- AND -

Bruce and Pamela Jensen of P.O. Box 253, Lund, Nevada 89317
(collectively the "Parties" and individually the "Party", Wheeler Trust " and "Jensen's")

BACKGROUND

- 1) The Parties entered into that certain agreement dated the 1st day of October, 2002 (the "2002 Agreement"), subsequently recorded in Nye County, Lincoln County and White Pine County Nevada as follows:
 - a) Recorded with the Nye County Recorder on the 25th day of November, 2002, identified by Nye County Recorder document number 547706;
 - b) Recorded with the Lincoln County Recorder on the 7th day of April, 2008 identified by Lincoln County Recorder document number 0131239; and
 - c) Recorded with the White Pine County Recorder on the 7th day of April, 2008 identified by White Pine Recorder document number 342714.
- 2) The Parties wish to terminate the 2002 Agreement and resolve any and all rights and obligations arising out of the 2002 Agreement.

IN CONSIDERATION OF and as a condition of the Parties entering into this Agreement, the Parties agree as follows:

1) **Termination**

a. By this Agreement the Parties mutually terminate and cancel the 2002 Agreement effective on the signing of this Agreement.

2) **Outstanding Obligations**

a) The Parties acknowledge by this Agreement that the consideration provided and received by each other is fair, just and reasonable and that no further consideration, compensation or obligation will be due, payable or owing with regard to the 2002 Agreement as of the execution date of this Agreement.

3) **Release**

a) By this Agreement the Parties release each other from any and all claims, causes of action, demands and liabilities of whatever nature which either Party had in the past, has now or may have in the future arising from or related to the 2002 Agreement.

4) **Confidentiality**

a) The Parties acknowledge and agree that all parties to this Agreement will keep completely confidential the terms and conditions of this Agreement, the 2002 Agreement and any financial, operational or confidential information of any kind not already public.

5) **Governing Law**

a) The Parties submit to the jurisdiction of the courts of the State of Nevada for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of Nevada.

6) **Miscellaneous Provisions**

a) Time is of the essence in this Agreement.

b) This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

c) This Agreement will not be assigned either in whole or in part by any party to this Agreement without the written consent of the other Party.

d) Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

- e) If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
- f) This Agreement contains the entire agreement between the Parties. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made by any Party in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the Parties.
- g) This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Parties and their respective successors, assigns, executors, administrators, beneficiaries and representatives.
- h) Any notices or delivery required in this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Parties at the addresses contained in this Agreement or as the Parties may later designate in writing.
- i) All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

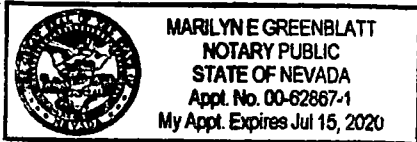
IN WITNESS WHEREOF Paule A. Wheeler, Trustee of the Elmer O. Wheeler and Paule A. Wheeler Family Trust has duly affixed their signature under hand and seal on this 30 day of August, 2019.

By: Paule A. Wheeler Date: Aug. 30, 2019
 Paule A. Wheeler
 Trustee of the Elmer O. Wheeler and Paule A. Wheeler Family Trust

STATE OF NEVADA)
) SS.
 COUNTY OF CLARK)

On the 30th of AUGUST 2019, personally appeared before me, a Notary Public, Paule A. Wheeler personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledge that she executed the above instrument freely and voluntarily and for the uses and purposes therein described.

Signature Marilyn E Greenblatt
 Notary Public



IN WITNESS WHEREOF the Bruce Jensen and Pamela Jensen have duly affixed their signature under hand and seal on this 8th day of August, 2019.

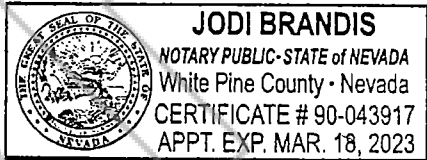
By: Bruce Jensen Date: 8-30-19
Bruce Jensen

By: Pamela Jensen Date: 8-30-19
Pamela Jensen

STATE OF NEVADA)
) SS.
COUNTY OF WHITE PINE)

On the 6 of September 2019, personally appeared before me, a Notary Public, Bruce Jensen personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledge that they executed the above instrument freely and voluntarily and for the uses and purposes therein described.

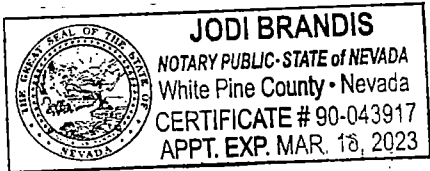
Signature [Signature]
Notary Public



STATE OF NEVADA)
) SS.
COUNTY OF WHITE PINE)

On the 6 of September 2019, personally appeared before me, a Notary Public, Pamela Jensen personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledge that they executed the above instrument freely and voluntarily and for the uses and purposes therein described.

Signature [Signature]
Notary Public



When Recorded Return To:
Bruce and Pamela Jensen
P.O. Box 253
Lund, Nevada 89317