

OFFICIAL RECORD

Requested By:

HOFFMAN TEST GUINAN &
COLLIER

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 5 Fee: 18.00
BK-0410 PG-3857 RPTT: 0.00



APN: 1418-03-401-009

When Recorded Mail to:

Land's End Association, LLC
6121 Lakeside Drive, Ste. 260, Reno, NV 89511

Mail Future Tax Statements to:

Land's End Association, LLC
6121 Lakeside Drive, Ste. 260, Reno, NV 89511

The undersigned hereby affirms that there is no
Social Security Number contained in this document.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (this "Memorandum") is made and entered into as of this 16th
day of April, 2010, ~~2009~~ by and between LAND'S END ASSOCIATION, LLC, a Nevada
limited liability company ("LAND'S END") and KOZO and NIEVES SATO ("SATO"), with reference to
the following facts: 2/6

WHEREAS, LAND'S END owns in fee the "Land's End Drive" in Douglas County, Nevada
(APN 1418-03-401-009) (the Property"), more particularly described in Exhibit 1 attached hereto.

WHEREAS, SATO owns improved real property adjacent to the Property (APN 1418-03-401-
002). There exists a "non-exclusive easement and right-of-way, 50 feet wide, for roadway purposes"
associated with SATO's parcel.

WHEREAS, SATO has constructed, without LAND'S END consent, a driveway and other
permanent improvements, including but not limited to, a stone retaining wall, a rock patio, stone stairs,
landscaping and a transformer located on a concrete pad, that encroach upon the Property (the
"Encroachments"), as shown in the drawing prepared by K. B. Foster Civil Engineering, Inc dated
November 17, 2008 attached hereto as Exhibit 2.

NOW THEREFORE, the parties hereto agree as follows:

1. Subject to Paragraph 2 below, the Encroachments may remain in place, but only to the same extent and in the same manner as exist at present as depicted on Exhibit 1 hereto.
2. The Encroachments may remain in place only so long as the Encroachments are maintained and used by SATO or their successors. This right for the Encroachments to remain in place shall terminate (i) upon the removal, alteration or destruction of the Encroachments, or any portion of them, (ii) if a different use of the Property is required by a governmental agency, (iii) if removal of the Encroachments, or any portion of it, is necessary for emergency access across the Property, or (iv) in the event of any of the following:
 - A. SATO fails to comply with each and every provision of this Agreement and such failure continues for 10 days after written notice of the failure by LAND'S END.

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- B. SATO files for bankruptcy or insolvency or for reorganization under the bankruptcy laws of the United States or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or makes an assignment for the benefit of creditors.
 - C. Involuntary proceedings under any such bankruptcy law or insolvency act are instituted against SATO.
3. This Agreement shall bind both parties and their respective heirs, executors, administrators, predecessors, successors, and assigns. This Agreement is intended to create rights and obligations that are to run with the Property and the Encroachments.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement as of the date written above.

LAND'S END ASSOCIATION, LLC
By Richard W. Harris
Its Managing Member

Kozo Sato
KOZO SATO
Nieves Sato
NIEVES SATO

STATE OF NEVADA)
) ss:
COUNTY OF Washoe)

On this 20th day of April, ~~2009~~ ²⁰¹⁰, there personally appeared before me, a Notary Public, Richard W. Harris, personally known (or proved) to me to be personally known (or proved) to me to be the persons whose names are subscribed to the above instrument, who acknowledged to me that he executed the instrument in his capacity as Manager of Land's End Association, LLC.

Hillary H. Reister
Notary Public

HILLARY H. REISTER
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 92-4424-2 - Expires July 2, 2012

STATE OF NEVADA)
) ss:
COUNTY OF Washoe)

On this 16 day of April, ~~2009~~ ²⁰¹⁰ mc, there personally appeared before me, a Notary Public, Kozo Sato and Nieves Sato personally known (or proved) to me to be the persons whose names are subscribed to the above instrument, who acknowledged to me that they executed the instrument.

Luis M. Calles
Notary Public

LUIS M. CALLES
NOTARY PUBLIC - STATE OF NEVADA
COUNTY OF WASHOE
APPT. No. 09-9298-2
MY APPT. EXPIRES SEPTEMBER 22, 2012

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EXHIBIT 1

Parcels of land situated in the Northwest 1/4 of Section 3, Township 14 North, Range 18 East, M.D.B. & M., Douglas County, Nevada, being the excepted parcels of Parcels 2 and 3 as described in Document 21668 a deed in Book 15 at Pages 361-368 and being the excepted parcels of Parcels 1 and 4 as described in Document 21670 a deed in Book 15 at Pages 377-384 both as filed in the office of the Recorder of Douglas County January 17, 1963, said excepted parcels being more particularly described as follows:

EXCEPTED PORTION OF PARCEL 2

Commencing at the west quarter corner of Section 3, Township 14 North, Range 18 East, M.D.B. & M., marked on the ground by a 2 inch pipe in a mound of stone;

Thence South 89°21'00" East along the east-west center line of said Section 3 a distance of 1312.03 feet to a 2 inch pipe at the northeast corner of the property of land described in the deed to W. J. Harris, recorded in Book U, Page 89, Deed Records;

Thence South 0°39'00" East along the eastern line of Harris parcel 1432.99 feet;

Thence South 73°07'00" West 138.17 feet to the true POINT OF BEGINNING;

Thence South 73°07'00" West 42.66 feet;

Thence South 79°10'30" West 96.31 feet;

Thence South 50.91 feet (Deed record 50.90 feet);

Thence North 79°10'30" East 108.52 feet;

Thence North 73°07'00" East 30.13 feet (Deed record 30.12 feet);

Thence North 52.25 feet (Deed record 52.24 feet) to the true POINT OF BEGINNING.

EXCEPTED PORTION OF PARCEL 3

Commencing at the west quarter corner of Section 3, Township 14 North, Range 18 East, M.D.B. & M., marked on the ground by a 2 inch pipe in a mound of stone;

Thence South 89°21'00" East along the east-west center line of said Section 3 a distance of 1312.03 feet to a 2 inch pipe at the northeast corner of the property of land described in the deed to W. J. Harris, recorded in Book U, Page 89, Deed Records;

Thence South 0°39'00" East along the eastern line of Harris parcel 1432.99 feet;

Thence South 73°07'00" West 180.83 feet;

Thence South 79°10'30" West 93.31 feet to the true POINT OF BEGINNING;

Thence South 79°10'30" West 137.87 feet;

Thence South 50.91 feet (Deed record 50.90 feet);

Thence North 79°10'30" East 137.87 feet;

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Thence North 50.91 feet (Deed record 50.90 feet) to the true POINT OF BEGINNING.

EXCEPTED PORTION OF PARCEL 1

Commencing at the west quarter corner of Section 3, Township 14 North, Range 18 East, M.D.B. & M., marked on the ground by a 2 inch pipe in a mound of stone;

Thence South 89°21'00" East along the east-west center line of said Section 3 a distance of 1312.03 feet to a 2 inch pipe at the northeast corner of the property of land described in the deed to W. J. Harris, recorded in Book U, Page 89, Deed Records;

Thence South 0°39'00" East along the eastern line of Harris parcel 1432.99 feet to the true POINT OF BEGINNING;

Thence South 73°07'00" West 138.17 feet;

Thence South 52.25 feet (Deed record 52.24 feet);

Thence North 79°10'30" East 138.79 feet to the eastern line of said Harris parcel;

Thence North 0°39'00" West along the last mentioned line 52.08 feet to the true POINT OF BEGINNING.

EXCEPTED PORTION OF PARCEL 4

Commencing at the west quarter corner of Section 3, Township 14 North, Range 18 East, M.D.B. & M., marked on the ground by a 2 inch pipe in a mound of stone;

Thence South 89°21'00" East along the east-west center line of said Section 3 a distance of 1312.03 feet to a 2 inch pipe at the northeast corner of the property of land described in the deed to W. J. Harris, recorded in Book U, Page 89, Deed Records;

Thence South 0°39'00" East along the eastern line of Harris parcel 1432.99 feet;

Thence South 73°07'00" West 180.83 feet;

Thence South 79°10'30" West 234.18 feet to the true POINT OF BEGINNING;

Thence South 79°10'30" West 64.03 feet;

Thence South 71°47'50" West 74.30 feet;

Thence South 65°54'30" East 70.68 feet;

Thence North 79°10'30" East 70.20 feet;

Thence North 50.91 feet (Deed record 50.90 feet) to the true POINT OF BEGINNING.

The legal descriptions above previously appeared in said Document 21668, Book 15, Pages 361-368 and Document 21670, Book 15, Pages 377-384 as an excepting therefrom the following described parcel portion of each of the parcels legal description.

KO

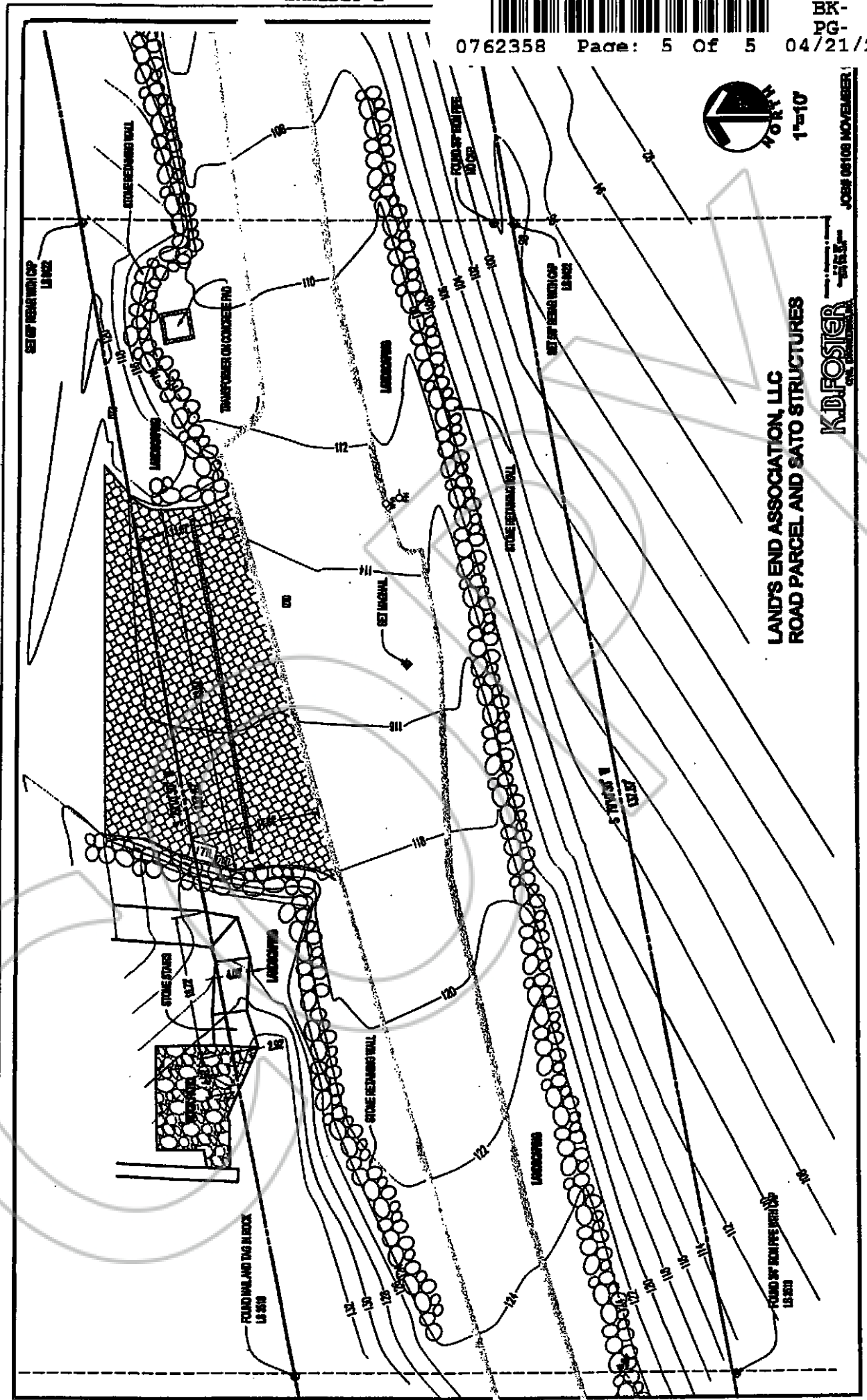


1"=10'

JOHN
KIDFOSTER
NOVEMBER 08 2008

LAND'S END ASSOCIATION, LLC
ROAD PARCEL AND SATO STRUCTURES

KIDFOSTER
LANDSCAPE ARCHITECTS



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