

DOUGLAS COUNTY, NV

2020-949820

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\$40.00 Pgs=11

07/28/2020 11:32 AM

FIRST CENTENNIAL - RENO (MAIN OFFICE)

KAREN ELLISON, RECORDER

APN No.: 1418-03-401-002

Escrow No.: 20005792-DR

Recording Requested By:  
First Centennial Title Company of Nevada  
896 W Nye Ln, Ste 104  
Carson City, NV 89703

When Recorded Return to:  
Land's End Association, LLC  
4250 Longknife Road  
Reno, NV 89519

Mail Tax Statements to:  
**Spirit of the Lake GB, a Nevada Limited liability company**  
C/O 8335 Miralani Drive  
San Diego, CA 92126

SPACE ABOVE FOR RECORDERS USE

**MEMORANDUM OF AGREEMENT**

(Title of Document)

**Please complete Affirmation Statement below:**

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

Cindy Brewer  
SIGNATURE

Title Assistant  
TITLE

CINDY Brewer  
Print Signature

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

**This cover page must be typed or printed in black ink.**

SPACE BELOW FOR RECORDER

**APN: 1418-03-401-009;  
1418-03-401-002**

**FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT**

**RECORDING REQUESTED BY  
AND MAIL TO:**

Land's End Association, LLC  
Attn: Richard W. Harris, Esq.  
4250 Longknife Road  
Reno, NV 89519

This page provides additional information required by NRS 111.312 Sections 1-2.

## FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT

This First Amendment to Memorandum of Agreement (this "First Amendment") is made and entered into as of this 23<sup>rd</sup> day of July, 2020 by and among LAND'S END ASSOCIATION, LLC, a Nevada limited liability company ("Land's End"), on the one hand, and the undersigned "Sato Parties" identified on the signature page hereof and executing this First Amendment below, with reference to the following facts:

**WHEREAS**, that certain Memorandum of Agreement dated April 16, 2010 by and between Land's End and KOZO and NIEVES SATO ("Sato") was recorded in the Official Records of Douglas County, NV on April 21, 2010 in Book 410, Page 3857, as Document # 0762358 (the "Memorandum of Agreement") with respect to certain Encroachments, as defined therein;

**WHEREAS**, Land's End is the owner of certain real property located in Douglas County, Nevada more particularly described in Exhibit 1 attached to the Memorandum of Agreement and on Exhibit A attached hereto (the "Land's End Property");

**WHEREAS**, Sato was the owner of certain real property located in Douglas County, Nevada more particularly described on Exhibit B attached hereto (the "Sato Property") and the Sato Parties are the successors in interest to Sato to the Sato Property and the current owners of the Sato Property as of the date of this First Amendment; and

**WHEREAS**, Land's End and the Sato Parties desire to amend the Memorandum of Agreement as set forth in this First Amendment Below.

**NOW THEREFORE**, the parties hereto agree as follows:

1. The purpose of the Memorandum of Agreement was, among other things, to provide record notice of that certain Agreement Permitting Encroachment made as of April 16, 2010 by and between Land's End and Sato with respect to the Land's End Property and the Encroachments, for the benefit of Sato and the Sato Property (the "Encroachment Agreement"). A true and correct copy of the Encroachment Agreement is attached hereto as Exhibit C and hereby incorporated in this First Amendment as if set forth in full herein.

2. The Encroachment Agreement runs with the Land's End Property and Sato Property land and is binding upon, and inures to the benefit of, Land's End and Sato, and their successors and assigns (including, without limitation, the Sato Parties and their successors and assigns).

3. Nothing contained in this First Amendment shall be construed to change, modify, amend, or otherwise affect the provisions of the Encroachment Agreement, which remains in full force and effect as of the date hereof. In the event of any conflict between the terms and provisions of the Memorandum of Agreement, as amended hereby, and the Encroachment Agreement, the Encroachment Agreement shall govern and control.

4. The limited liability company manager of Land's End executing this First Amendment on behalf of Land's End represents and warrants that this First Amendment has been duly authorized by all necessary limited liability company action pursuant to Land's End's limited liability company operating agreement; that he is duly authorized to do so on behalf of said limited liability company; and that upon such execution, this First Amendment shall be binding upon Land's End. Each person executing this First Amendment as one of the Sato Parties, in his or her capacity as a trustee of a trust, represents and warrants that this First Amendment has been duly authorized by all necessary trust action pursuant to the trust agreement governing such trust; that he or she is duly authorized as a trustee of such trust to execute this First Amendment in such capacity; and that upon such execution, this First Amendment shall be binding upon such trustee in such capacity as one of the Sato Parties hereunder.

5. This First Amendment may be executed in one or more counterparts or using counterpart signature and acknowledgment pages, all of which, when taken together shall constitute one instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment as of the day and year first above written.

**LAND'S END:**

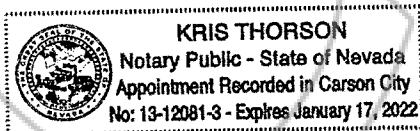
LAND'S END ASSOCIATION, LLC,  
a Nevada limited liability company

By: Richard W. Harris  
Richard W. Harris

Its: Designated Manager

State of Nevada }  
County of Carson City } ss  
County of Washoe }

This instrument was acknowledged before me on July 23<sup>rd</sup>, 2020 by Richard W. Harris, as Designated Manager of Land's End Association, LLC, a Nevada limited liability company.



Kris Thorson  
(Signature of notarial officer)

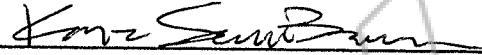
**SATO PARTIES:**

**SIGNED IN COUNTERPART**

Kozo Sato, as Trustee of the Kozo Sato Survivor's Trust u/t/d April 20, 1992, as to an undivided fifty percent (50%) tenancy-in-common interest in the Sato Property

**SIGNED IN COUNTERPART**

Sonia Sato, as Trustee of the Sato Wells Trust, dated September 4, 2013, as to an undivided twelve and one-half percent (12.5%) tenancy-in-common interest in the Sato Property



Kate Sato-Burton, as Trustee of the Kate Sato Burton Trust dated September 25, 2013, as to an undivided twelve and one-half percent (12.5%) tenancy-in-common interest in the Sato Property

**SIGNED IN COUNTERPART**

Kozo Sato, as Trustee of the Kozo Sato 2009 Fifteen-Year Qualified Personal Residence Trust, as to an undivided twenty-five percent (25%) tenancy-in-common interest in the Sato Property

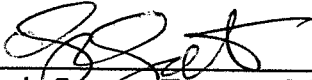
[Sato Parties Notary Acknowledgments Follow]



**SATO PARTIES:**

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[Sato Parties Notary Acknowledgments Follow]

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Marin

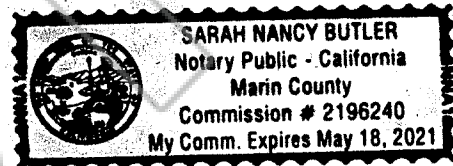
On 7/27/2020 before me, Sarah Nancy Butler  
(insert name and title of the officer)

personally appeared Sonia Sato  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sarah Nancy Butler (Seal)





**SATO PARTIES:**

*Kozo Sato*

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*Kozo Sato*

Kozo Sato, as Trustee of the Kozo Sato 2009 Fifteen-Year Qualified Personal Residence Trust, as to an undivided twenty-five percent (25%) tenancy-in-common interest in the Sato Property

[Sato Parties Notary Acknowledgments Follow]



# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of MARIN }

On 07/27/2020 before me, SERGIO EMANUEL DAMASO Notary Public,  
(Here insert name and title of the officer)

personally appeared KOZO SATO,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

FIRST AMENDMENT TO  
(Title or description of attached document)

MEMORANDUM OF AGREEMENT  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

\_\_\_\_\_ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they-, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.