

DOUGLAS COUNTY, NV

2020-951120

Rec:\$40.00

\$40.00 Pgs=26

08/20/2020 12:30 PM

FIRST CENTENNIAL - RENO (MAIN OFFICE)

KAREN ELLISON, 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.

Said document is being re-recorded to correct the document entitled "First Amendment to Memorandum of Agreement", originally recorded July 28, 2020, as Document No. 2020-949820.

Attached was a cover page entitled "Memorandum of Agreement"; the document was erroneously and inaccurately described. The cover page that was attached was never intended to be a part of the document. The correct title of the document is "First Amendment to Memorandum of Agreement".

Said document is also being re-recorded to add Exhibits A, B and C, which are set forth in the "First Amendment to Memorandum of Agreement"

DOUGLAS COUNTY, NV **2020-949820**
Rec:\$40.00
\$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 23rd 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 23rd, 2020 by Richard W. Harris, as Designated Manager of Land's End Association, LLC, a Nevada limited liability company.

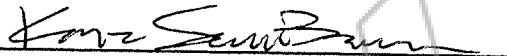


Kris Thorson
(Signature of notarial officer)

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


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

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

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]

State of _____ }
 } ss
 County of _____ }

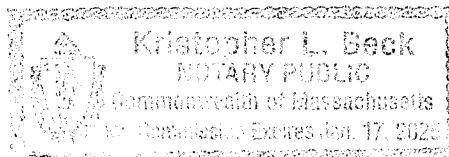
This instrument was acknowledged before me on _____, 2020 by Kozo Sato, as Trustee of the Kozo Sato Survivor's Trust u/t/d April 20, 1992 and as Trustee of the Kozo Sato 2009 Fifteen-Year Qualified Personal Residence Trust.

 (Signature of notarial officer)

State of Massachusetts }
 } ss
 County of Middlesex }

This instrument was acknowledged before me on 07/27/2020, 2020 by Kate Sato-Burton, as Trustee of the Kate Sato Burton Trust dated September 25, 2013.

Kristopher L. Beck
 (Signature of notarial officer)



State of _____ }
 } ss
 County of _____ }

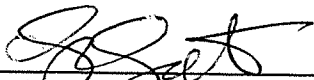
This instrument was acknowledged before me on _____, 2020 by Sonia Sato, as Trustee of the Sato Wells Trust, dated September 4, 2013.

 (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



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

SIGNED IN COUNTERPART

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]

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

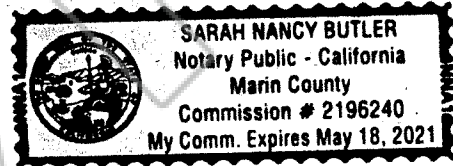
On 7/27/2020 before me, Sarah Nancy Butler
(insert name and title of the officer)

personally appeared Sonia Satu
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

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

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

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

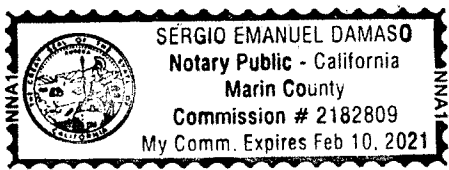
Kozo Sato

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]

State of CALIFORNIA }
 } ss
County of MARIN }

This instrument was acknowledged before me on JULY 27, 2020 by Kozo Sato, as ~~Trustee of the Kozo Sato Survivor's Trust u/d April 20, 1992 and as Trustee of the Kozo Sato 2009 Fifteen-Year Qualified Personal Residence Trust.~~



[Handwritten Signature]
(Signature of notarial officer)

State of _____ }
 } ss
County of _____ }

This instrument was acknowledged before me on _____, 2020 by Kate Sato-Burton, as Trustee of the Kate Sato Burton Trust dated September 25, 2013.

(Signature of notarial officer)

State of _____ }
 } ss
County of _____ }

This instrument was acknowledged before me on _____, 2020 by Sonia Sato, as Trustee of the Sato Wells Trust, dated September 4, 2013.

(Signature of notarial officer)

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.

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.

EXHIBIT A
LEGAL DESCRIPTION OF LAND'S END PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

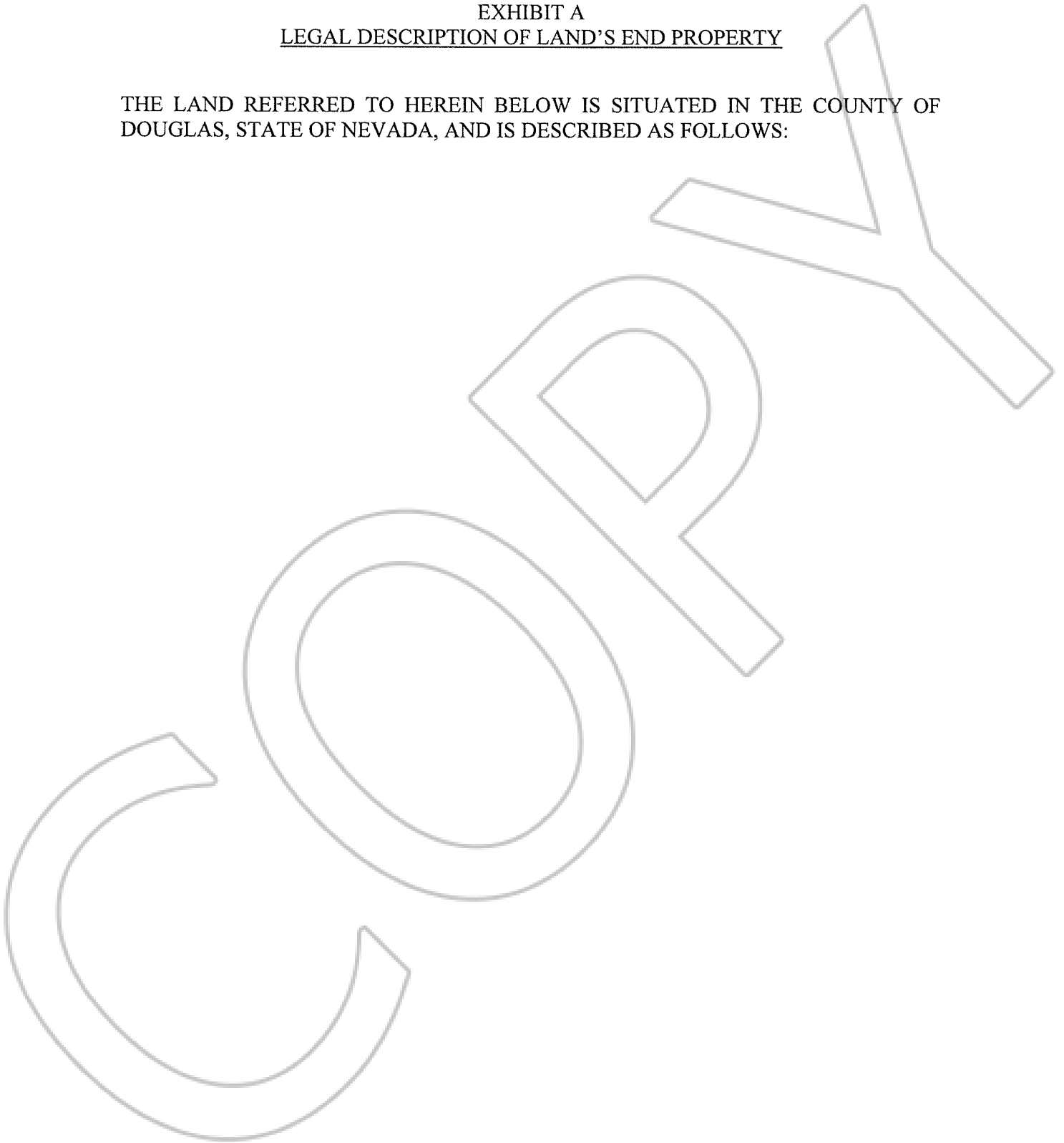


EXHIBIT A

THAT PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

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;

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;

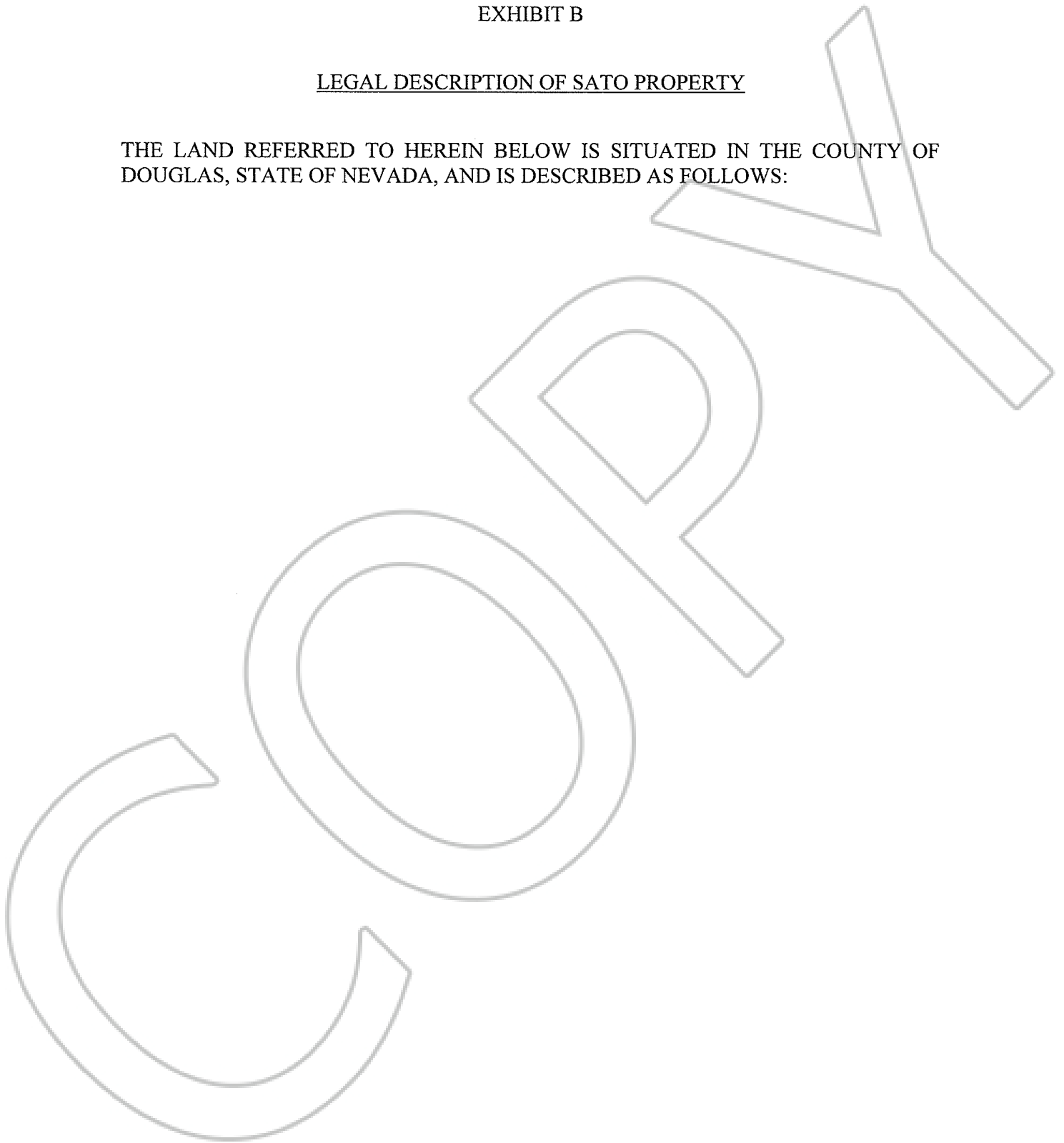
Thence North 50.91 feet (Deed record 50.90 feet) to the true POINT OF BEGINNING.

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.

EXHIBIT B

LEGAL DESCRIPTION OF SATO PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:



Parcel No. 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 two inch pipe in a mound of stone; thence South 89°21' East along the East-West Centerline of said Section 3, a Distance of 1,312.03 feet to a two inch pipe at the Northeast corner of the parcel of land described in the Deed to W. J. Harris, recorded in Book U, Page 89, of Deed Records; thence South 0°39' East along the Eastern line of Harris Parcel, 1109.03 feet; thence South 75°08'50" West, 273.07 feet to the True Point of Beginning; thence South 36°16'40" West, 211.95 feet; thence South 20°49'40" West 28.11 feet; thence South 503.72 feet to a meander line of Lake Tahoe; thence North 67°50' East along said meander line of Lake Tahoe 146.22 feet to line drawn South from the True Point of Beginning; thence North 645.70 feet to the True Point of Beginning, situate in Lot 3 of said Section.

Excepting therefrom all that portion of the above described parcel lying southerly of the north right of way line for Lands End Drive is described in the Finding of Fact, Conclusion of Law and Judgment Quieting Title to Right of Way, recorded December 22, 1993, in Book 1293, Page 5041, as Document No. 325772.

Parcel No. 2:

A Non-Exclusive Easement and Right of Way 50 feet wide for roadway purpose, appurtenant to Parcel 1, herein above described, said easement and right of way described, as follows:

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 two inch pipe in a mound of stone; thence South 89°21' East along the East-West Center line of said Section, a distance of 1312.03 feet to a two inch pipe at the Northeast corner of parcel of land described in Deed to W.J. Harris, recorded in Book U, Page 89 of Deed Records; thence South 0°39' East, along the Eastern line of Harris Parcel 1432.99 feet to the True Point of Beginning; thence South 73°07' West, 180.83 feet; thence South 79°10'30" West 298.21 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 316.59 feet; thence North 73°07' East 168.91 feet to the Eastern line of said Harris Parcel; thence North 0°39' West along the last mentioned line, 52.08 feet to the True Point of Beginning

Parcel No. 3:

The Non- Exclusive right to use the easements and rights of way for roadway purposes conveyed to W.J. Harris, in Deed recorded in Book U, Page 67, of Deed Records, Douglas County, Nevada.

Note: the above metes and bounds legal description previously appeared in Deed, recorded July 6, 2020, as Document No. 2020-948695, of Official Records.

Assessor's Parcel No. 1418-03-401-002

Exhibit "C"

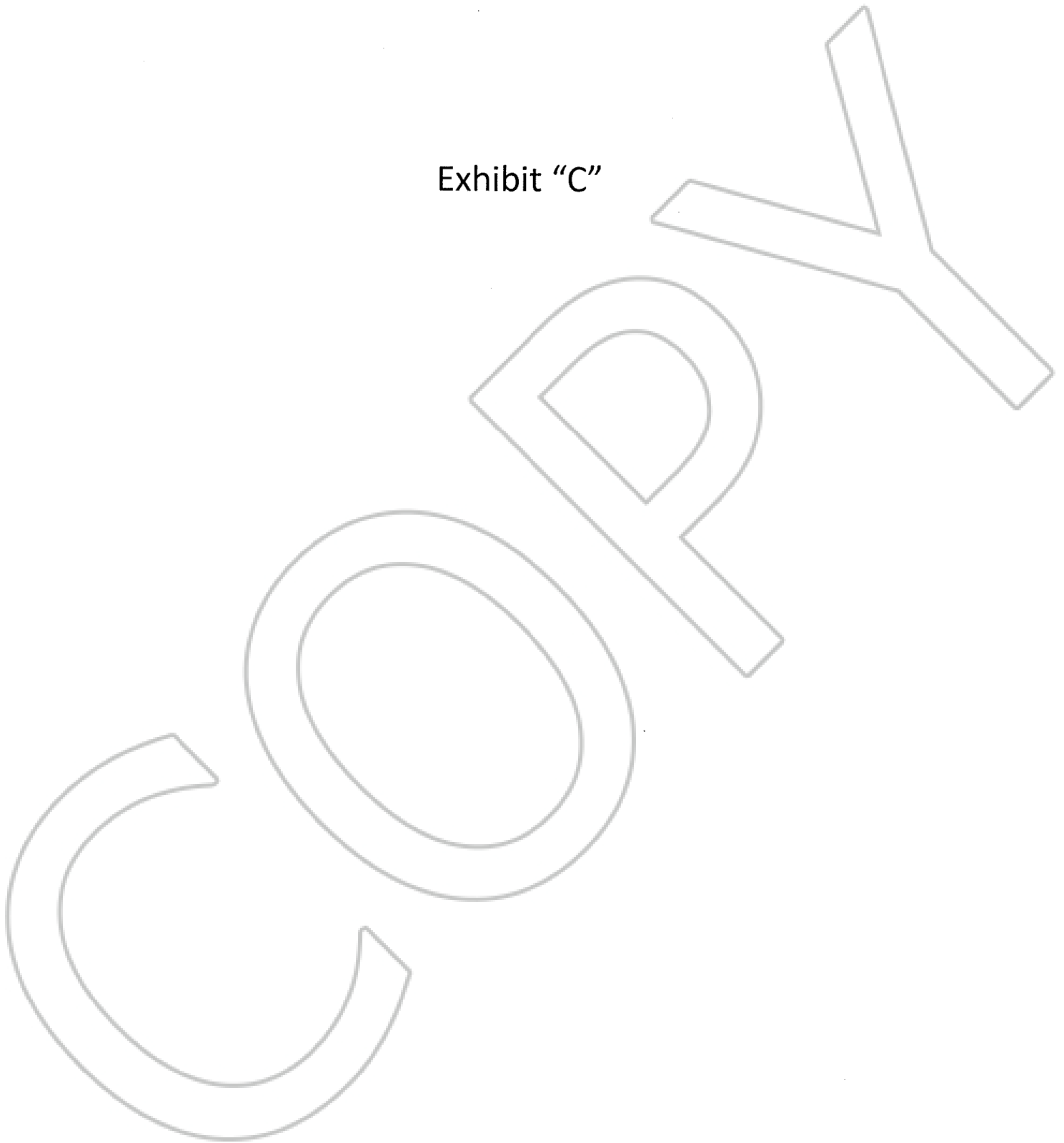


EXHIBIT C

AGREEMENT PERMITTING ENCROACHMENT

This Agreement Permitting Encroachment ("Agreement") is made this 16th day of April 2013-2009 by and between LAND'S END ASSOCIATION, LLC, a Nevada limited liability company ("LAND'S END"), and KOZO and NIEVES SATO ("SATO").

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

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 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 1.

WHEREAS, a dispute has arisen over the Encroachment, namely that LAND'S END contends that the Encroachments were created by SATO without the consent of LAND'S END, that LAND'S END demands either that the Encroachments be removed or that the parties enter into this Agreement, and that SATO denies any liability to LAND'S END. The parties hereto desire to resolve the dispute by the terms of this Agreement for the good and valuable consideration described below.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Subject to Paragraph 5 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. [Intentionally Omitted]

3. SATO alone shall maintain, repair and replace the Encroachments and shall be solely responsible for the cost of said repair, maintenance and restoration. LAND'S END shall not be required to contribute toward any such costs. LAND'S END shall not be liable to SATO if for any reason whatsoever SATO's use of the Encroachments is hindered or disturbed by persons or entities other than LAND'S END.
4. SATO shall comply with all rules, regulations, ordinances, statutes, and codes applicable to the Encroachments, whether they be imposed by federal, state, county, or municipal governments or by the Tahoe Regional Planning Agency.
5. 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.
 - 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.
6. SATO shall defend, indemnify and hold harmless LAND'S END and its members, managers, officers, employees and agents from and against any and all claims and liabilities for damages, costs, losses, judgments and expenses, including, but not limited to, attorney's fees and costs, resulting from, arising out of, or in any way connected with, the Encroachments. This indemnity obligation includes, but is not limited to, any claim or liability for injuries to persons or property made against LAND'S END with respect to the existence of the Encroachments. SATO shall maintain policies of liability insurance relating to claims or liabilities arising out of or relating to the Encroachments in such amounts as may from time to time be required by LAND'S END and shall name LAND'S END as an additional named insured under such policies. The initial face amounts of such insurance coverage shall be \$2 million per occurrence and \$2 million annual aggregate. If, by reason of the existence of the Encroachments,

LAND'S END's premiums for policies of liability or property insurance with respect to the Property are increased, SATO shall, upon request, reimburse LAND'S END for the increase in such insurance premiums.

7. SATO acknowledges that this Agreement does not constitute a lease nor any right to possession of the Property, nor does it create any estate or interest in the Property. SATO shall execute a Quitclaim Deed in the form attached hereto as Exhibit 2, quitclaiming any and all right, title or interest of SATO to the Property that might arise by alleged adverse possession, or otherwise, due to the existence of the Encroachments.
8. 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; as a result, the parties shall execute and deliver at the time of execution and delivery of this Agreement a memorandum of this Agreement suitable for recording in the form of the document attached here as Exhibit 3.
9. MISCELLANEOUS:
 - (a) The prevailing party in any litigation arising hereunder shall be entitled to be awarded its reasonable attorneys' fees and court costs, including appeals, if any.
 - (b) This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. Any amendments to this Agreement must be in writing and executed by both parties.
 - (c) This Agreement shall be construed in accordance with the laws of the State of Nevada.
 - (d) If any term of this Agreement is found to be void or invalid, such finding shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

- (e) The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their individual or representative capacity as indicated.
- (f) This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

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

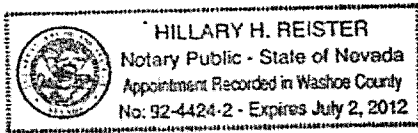
LAND'S END ASSOCIATION, LLC

By: *Richard W. Harris*
RICHARD W. HARRIS
Managing Partner

Kozosato
KOZOSATO
Nieves Sato
NIEVES SATO

STATE OF NEVADA)
) ss:
COUNTY OF Washoe)

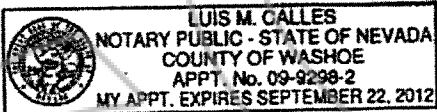
On this 20th day of April, ~~2009~~²⁰¹⁰, there personally appeared before me, a Notary Public, RICHARD W. HARRIS, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged to me that he executed the instrument in his capacity as Managing Partner of Land's End Association, LLC.



Hillary H. Reister
Notary Public

STATE OF NEVADA)
) ss:
COUNTY OF Washoe)

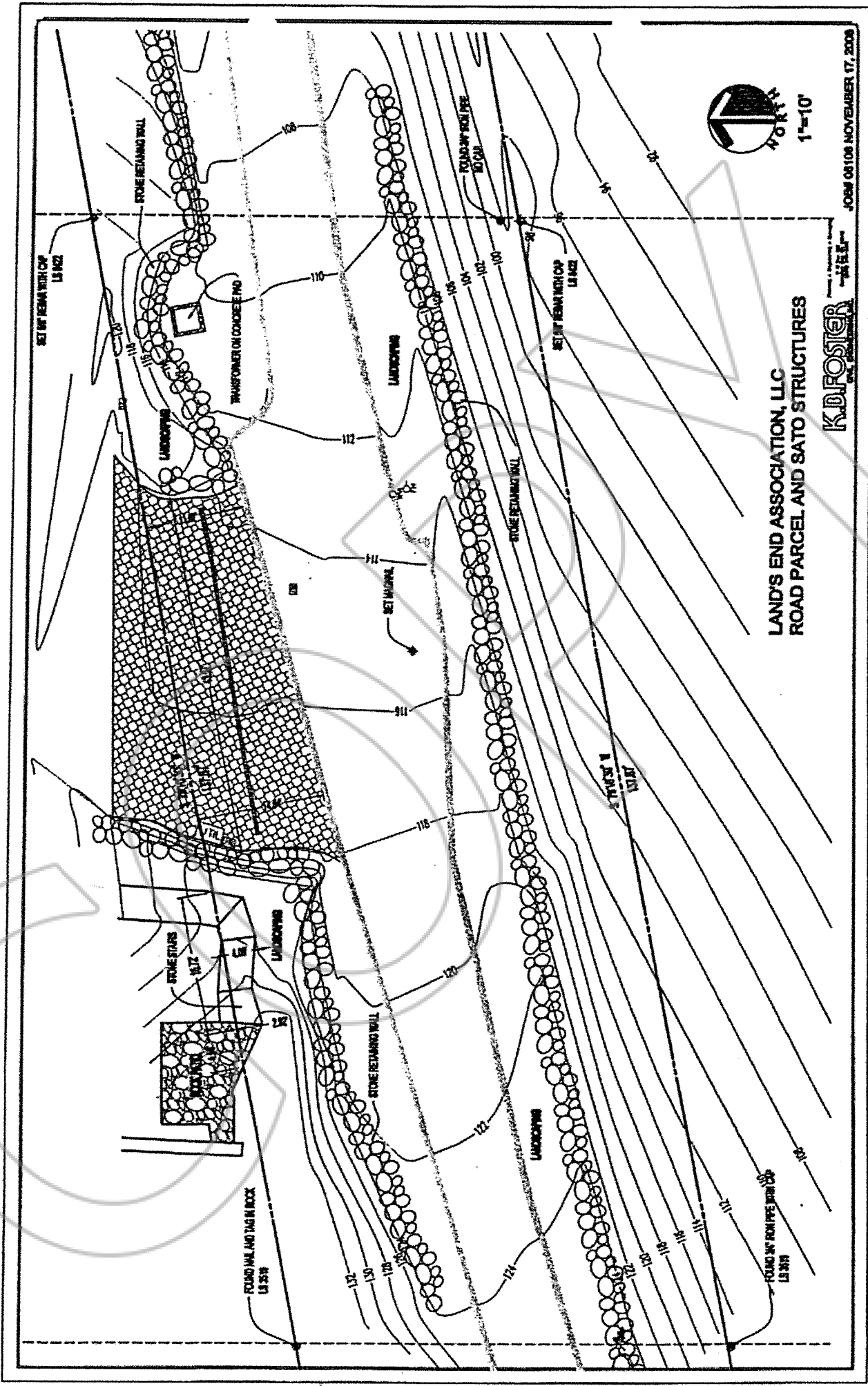
On this 16 day of April, ~~2009~~^{2010 IMC}, there personally appeared before me, a Notary Public, KOZO SATO and NIEVES SATO, personally known (or proved) to me to be the persons whose names are subscribed to the above instrument, who acknowledged to me that they executed the instrument.



Luis M. Calles
Notary Public

COPY

EXHIBIT 1



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



JOB# 08108 NOVEMBER 17, 2008

(1)