

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

RECORDING REQUESTED BY
AND MAIL TO:

Land's End Association, LLC
Attn: Gordon R. Harris
PO Box 410
Shalimar, FL 32579

FIRST AMENDMENT TO AGREEMENT PERMITTING ENCROACHMENT

This First Amendment to Agreement Permitting Encroachment (this "First Amendment") is made and entered into as of this 25th day of February, 2021 by and between LAND'S END ASSOCIATION, LLC, a Nevada limited liability company ("Land's End") and MELANIE K. MOORE AS TRUSTEE OF THE HAROLD M. MOORE 1998 REVOCABLE TRUST/QUALIFIED NONEXEMPT MARITAL TRUST (U/D/T: August 25, 1998), ("Owner"), with reference to the following facts:

A. 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 (the "Official Records") on April 21, 2010 in Book 410, Page 3857, as Document # 0762358 (the "Memorandum of Agreement") with respect to that certain Agreement Permitting Encroachment made as of April 16, 2010 by and between Land's End and Sato (the "Encroachment Agreement").

B. That certain First Amendment to Memorandum of Agreement dated July 23, 2020 was recorded in the Official Records on July 28, 2020 as Document #2020-949820 and re-recorded in the Official Records on August 20, 2020 as Document #2020-951120 (the "Amendment to Memorandum"). A copy of the Encroachment Agreement is attached to the Amendment to Memorandum as Exhibit C.

C. Land's End is the owner of the Land's End Property, as defined in the Amendment to Memorandum by reference to Exhibit A attached thereto and hereto, and as defined in the Encroachment Agreement as the Property. Owner is the successor in interest to Sato and current owner of the Sato Property, as defined in the Amendment to Memorandum by reference to Exhibit B attached thereto and hereto, which property is referred to herein as the "Owner Property."

D. Land's End and Owner desire to amend the Encroachment Agreement as set forth in this First Amendment below.

NOW THEREFORE, Land's End and Owner hereby agree as follows:

1. Insurance Requirement.

(a) The following two sentences in Paragraph 6 of the Encroachment Agreement are deleted in their entirety (the "Deleted Sentences"):

"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 amount of such insurance coverage shall be \$2 million per occurrence and \$2 million annual aggregate."

(b) The following sentences are inserted in Paragraph 6 of the Encroachment Agreement in place of the Deleted Sentences:

"The owner of the Owner Property shall maintain policies of liability insurance relating to claims or liabilities arising out of or relating to the Encroachments and shall name LAND'S END as an additional named insured under such policies. The initial face amount of such insurance coverage as of the date of the Encroachment Agreement was \$2 million per occurrence and \$2 million annual aggregate. The amount of such insurance coverage required hereunder is hereby increased by LAND'S END to \$3 million per occurrence and \$3 million annual aggregate, which may be combined by the owner of the Owner Property under a liability policy with umbrella liability coverage. The amount of such required insurance coverage may be further increased as required by LAND'S END, based on commercially reasonable and available amounts of coverage for such risks at such time, but not more frequently than once every five (5) years and upon not less than sixty (60) days' prior written notice to Owner."

2. 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 such party's limited liability company operating agreement; that he or she is duly authorized to do so on behalf of said party; and that upon such execution, this First Amendment shall be binding upon such party. The Trustee executing this First Amendment on behalf of Owner represents and warrants that she is the duly appointed and acting Trustee of Owner's trust and authorized to execute and deliver this First Amendment in such capacity.

3. 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, L.L.C.
a Nevada limited liability company

By:


Gordon R. Harris

Its: Designated Manager

OWNER:

~~MELANIE K. MOORE AS TRUSTEE
OF THE HAROLD M. MOORE 1998
REVOCABLE TRUST/QUALIFIED
NONEXEMPT MARITAL
TRUST (U/D/T: August 25, 1998)~~

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

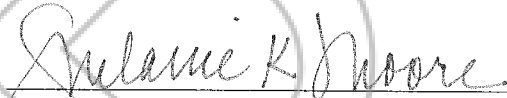
LAND'S END:

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

By: _____
Richard W. Harris

Its: Designated Manager

OWNER:



MELANIE K. MOORE AS TRUSTEE
OF THE HAROLD M. MOORE 1998
REVOCABLE TRUST/QUALIFIED
NONEXEMPT MARITAL
TRUST (U/D/T: August 25, 1998)

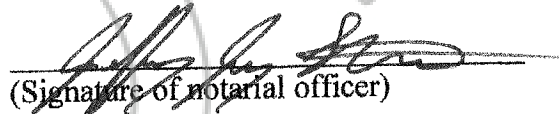
State of Nevada }
 } ss
County of Clark }

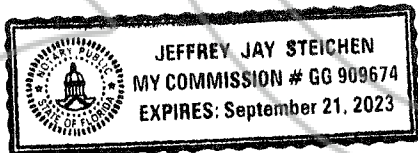
This instrument was acknowledged before me on _____, 2021 by MELANIE K. MOORE AS TRUSTEE OF THE HAROLD M. MOORE 1998 REVOCABLE TRUST/QUALIFIED NONEXEMPT MARITAL TRUST (U/D/T: August 25, 1998).

(Signature of notarial officer)

State of Florida }
 } ss
County of okaloosa }

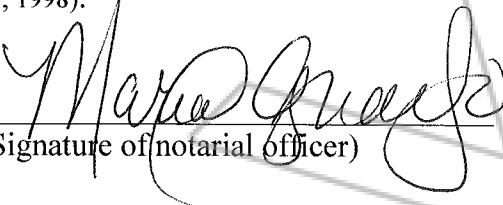
This instrument was acknowledged before me on 6/23, 2021 by Gordon R. Harris, as Designated Manager of Land's End Association, LLC, a Nevada limited liability company.


(Signature of notarial officer)

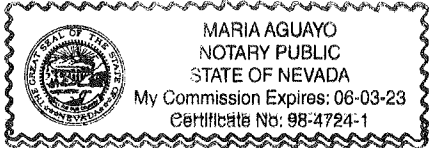


State of Nevada }
 }ss
County of Clark }

This instrument was acknowledged before me on February 25, 2021 by MELANIE K. MOORE AS TRUSTEE OF THE HAROLD M. MOORE 1998 REVOCABLE TRUST/QUALIFIED NONEXEMPT MARITAL TRUST (U/D/T: August 25, 1998).



(Signature of notarial officer)



~~State of _____ }
 }ss
County of _____ }~~

~~This instrument was acknowledged before me on _____, 2021 by Richard W. Harris, as Designated Manager of Land's End Association, LLC, a Nevada limited liability company.~~

~~_____
(Signature of notarial officer)~~

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:

[See Attached]

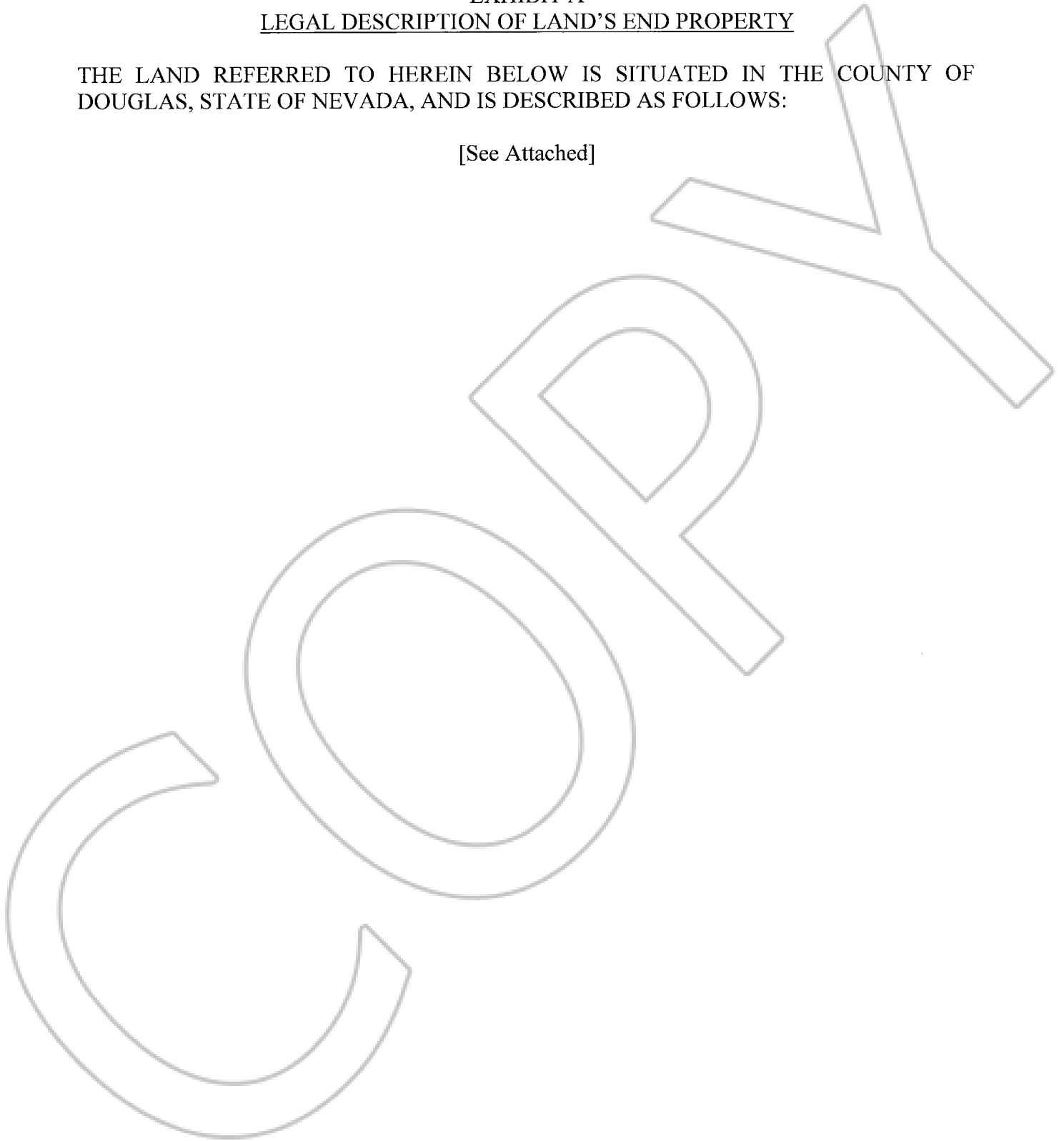


EXHIBIT A

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 $0^{\circ}39'00''$ East along the eastern line of Harris parcel 1432.99 feet;

Thence South $73^{\circ}07'00''$ West 180.83 feet;

Thence South $79^{\circ}10'30''$ West 93.31 feet to the true POINT OF BEGINNING;

Thence South $79^{\circ}10'30''$ West 137.87 feet;

Thence South 50.91 feet (Deed record 50.90 feet);

Thence North $79^{\circ}10'30''$ 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 $89^{\circ}21'00''$ 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 $0^{\circ}39'00''$ East along the eastern line of Harris parcel 1432.99 feet to the true POINT OF BEGINNING;

Thence South $73^{\circ}07'00''$ West 138.17 feet;

Thence South 52.25 feet (Deed record 52.24 feet);

Thence North $79^{\circ}10'30''$ East 138.79 feet to the eastern line of said Harris parcel;

Thence North $0^{\circ}39'00''$ 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 OWNER 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.