

APNs: 1318-10-310-004 & 1318-10-310-097

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Jennifer Quashnick
GORDON CONSULTING, INC.
P.O. Box 4470
Stateline, Nevada 89449-4470



SHAWNYNE GARREN, RECORDER

BOUNDARY LINE ADJUSTMENT AGREEMENT

THIS BOUNDARY LINE ADJUSTMENT AGREEMENT (the "Agreement") is made and entered into the 29th day of Nov, 2023, notwithstanding the later execution hereof, by and between JOHN GOLDSMITH and DIAHNN GOLDSMITH, Trustees of THE GOLDSMITH FAMILY TRUST, dated August 19, 2010, as amended December 17, 2019 (as to an undivided 95% interest), and LYNN E. SCOTT-SMITH (as to an undivided 5% interest) as tenants in common (collectively "GOLDSMITH/SCOTT-SMITH") and ZEPHYR COVE PROPERTY OWNERS ASSOCIATION, a Nevada non-profit corporation ("ZCPOA") (collectively, the "PARTIES").

WITNESSETH

WHEREAS, GOLDSMITH/SCOTT-SMITH represent and warrant that they are the owners of fee simple title in its entirety of that certain parcel of real property located in Douglas County, Nevada commonly known as 736 Lincoln Highway, Zephyr Cove, Nevada, identified by Assessor's Parcel Number 1318-10-310-004, more particularly described in **Exhibit "A"** attached hereto (the "GOLDSMITH/SCOTT-SMITH PROPERTY"); and

WHEREAS, certain land was conveyed to Zephyr Cove Properties, Inc. ("ZCPI"), who, on or about August 16, 1926, recorded a subdivision map entitled "Map of Zephyr Cove Property in Section 10, T. 13 N., R. 18 E.," subdividing a portion of the land into various individual lots (the "Zephyr Cove Subdivision Map"); and

WHEREAS, on or about August 5, 1929, ZCPI recorded a map entitled "Amended Map of Zephyr Cove Property in Section 10, T. 13 N., R. 18 E.," which made certain changes to the Zephyr Cove Subdivision Map (the "Final Map of Zephyr Cove"); and

WHEREAS, both the Zephyr Cove Subdivision Map and Final Map of Zephyr Cove delineate the beach area along the shore of Lake Tahoe as separate from the individual lots, designating it as the "Fine Sandy Beach"; and

signed in counterpart

WHEREAS, in 1982, and again in 2010 (Document #0761399, Bk. 0410, Pg.199 of the Official Records of Douglas County) ZCPI quitclaimed to ZCPOA "The beach area at Zephyr Cove in front of Lots 1A through Lot11, and to the low water mark . . ." within the Zephyr Cove subdivision thereby creating an area, as more particularly described therein, for use by the property owners and/or residents of the Zephyr Cove Subdivision over the area designated on the maps as the Fine Sandy Beach; and

WHEREAS, the forgoing strip of land is identified within Assessor's Parcel Number 1318-10-310-097 and more particularly described in **Exhibit "B"** attached hereto (the "FINE SANDY BEACH"); and

WHEREAS, the FINE SANDY BEACH is subject to the covenant running with the land, more particularly described in **Exhibit "C"** attached hereto (the "Covenant Running with the Land"); and

WHEREAS, within the FINE SANDY BEACH, there exists a strip of land directly lakeward of some lots within the Zephyr Cove Properties subdivision, between the property lines of certain beachfront lots and a rock wall (herein the "DECK AREA");

WHEREAS, the GOLDSMITH/SCOTT-SMITH PROPERTY abuts a portion of the DECK AREA on its boundary; and

WHEREAS, the PARTIES mutually desire to adjust the boundary lines of the GOLDSMITH/SCOTT-SMITH PROPERTY and the FINE SANDY BEACH to extend the GOLDSMITH/SCOTT-SMITH PROPERTY to a rock wall which is built on the FINE SANDY BEACH.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained and other good and valuable consideration, receipt whereof is hereby acknowledged, the PARTIES do mutually agree as follows:

1. ZCPOA, as owner of the FINE SANDY BEACH, inclusive of the DECK AREA, agrees to quitclaim to GOLDSMITH/SCOTT-SMITH, and their successors in interest and assigns as owners of the GOLDSMITH/SCOTT-SMITH PROPERTY, all of ZCPOA's right, title, and interest in the real property consisting of that portion of the DECK AREA between the GOLDSMITH/SCOTT-SMITH PROPERTY and the landward side of the existing rock wall, exclusive of the rock wall itself, as more particularly described on **Exhibit "D"** attached hereto and incorporated herein by this reference, all of which is subject to the Covenant Running with the Land shown in **Exhibit "C"** attached hereto. In furtherance of the foregoing conveyance, ZCPOA agrees to execute and deliver to GOLDSMITH/SCOTT-SMITH a Quitclaim Deed for Boundary Line Adjustment in the form attached hereto as **Exhibit "E,"** which is incorporated herein by this reference.

2. Except as to the portion of DECK AREA to be conveyed by ZCPOA as set forth in Section 1, above, GOLDSMITH/SCOTT-SMITH does hereby acknowledge ZCPOA's right, title, and interest in and to the FINE SANDY BEACH, and disclaims any interest, other than its rights under this Agreement, that it may have in the FINE SANDY BEACH in favor of ZCPOA. In furtherance thereof, GOLDSMITH/SCOTT-SMITH agrees to execute and deliver to ZCPOA a Quitclaim Deed in the form attached hereto as Exhibit "F," which is incorporated herein by this reference.

3. The PARTIES mutually agree that the common boundary between the GOLDSMITH/SCOTT-SMITH PROPERTY and the FINE SANDY BEACH, owned by ZCPOA, is as shown on the legal description attached hereto as Exhibit "D".

4. The PARTIES mutually agree to complete a boundary line adjustment and will reasonably cooperate in the preparation and execution of any documents required by any agency to facilitate such adjustment. All maps and drawings to be recorded in connection with the boundary line adjustment set forth in this Agreement are subject to approval of ZCPOA and GOLDSMITH/SCOTT-SMITH.

5. GOLDSMITH/SCOTT-SMITH will bear all expenses of the boundary line adjustment, including, but not limited to, ZCPOA's reasonable attorney's fees, title endorsement fees, permit fees, survey fees, real property transfer taxes and all other costs reasonably associated with the boundary line adjustment.

6. This Agreement, and the obligations of ZCPOA arising hereunder, are subject to ZCPOA's ability to obtain a title insurance endorsement acceptable to ZCPOA for the boundary line adjustment, without material detriment to its existing title insurance policy. In the event that any agency pertinent to facilitating the boundary line adjustment imposes a legally valid objectionable condition upon the approval of the adjustment, either party may terminate this Agreement without any further obligation, except such obligations and expenses which were incurred prior to termination.

7. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of the respective PARTIES hereto, as well as the successors in interest to the aforescribed real properties.

8. This Agreement is to be governed and construed according to the laws of the State of Nevada. Venue for any dispute in connection herewith shall be in the Ninth Judicial District Court of the State of Nevada, in and for the County of Douglas.

9. If any party to this Agreement commences an action against the other to enforce any of the terms and conditions contained herein, or because of the breach by any party of the terms hereof, the prevailing party(s) shall be entitled to receive attorneys' fees and costs of suit as damages and/or as an award of the Court.

10. The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the PARTIES hereto and they shall not be construed as conferring any rights on any other persons.

11. All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires. Any reference to a "person" herein shall include an individual, firm, corporation, limited liability company, partnership, trust, governmental authority or any other entity. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the PARTIES, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

12. Any provision of this Agreement which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13. This Agreement may be signed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

14. This Agreement constitutes the entire understanding between the PARTIES and shall, as of the effective date hereof, supersede all other Agreements, oral or written, of the parties with regard to the subject matter. This Agreement may not be amended or modified except by a written document signed by all parties hereto.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement on the day and year first above written.

"ZCPOA"

ZEPHYR COVE PROPERTY OWNERS ASSOCIATION,
a Nevada non-profit corporation

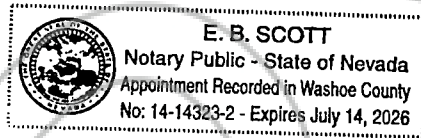
By: 
TIMOTHY RILEY, VICE-PRESIDENT

State of NEVADA)
 :ss.
County of Washoe)

This instrument was acknowledged before me on April, 2024, by
TIMOTHY RILEY, as Vice-President of the ZEPHYR COVE PROPERTY OWNERS
ASSOCIATION.

EB Scott

(Signature of Notarial Officer)



"GOLDSMITH/SCOTT-SMITH"

THE GOLDSMITH FAMILY TRUST,
dated August 19, 2010, as amended
December 17, 2019

By: _____
John Goldsmith, Trustee

By: _____
Diahnn Goldsmith, Trustee

State of _____)
 :ss.
County of _____)

This instrument was acknowledged before me on _____, 2024, by
JOHN GOLDSMITH, as Trustee of THE GOLDSMITH FAMILY TRUST, dated August 19,
2010, as amended December 17, 2019.

(Signature of Notarial Officer)

State of NEVADA)
 :SS.
County of _____)

This instrument was acknowledged before me on _____, 2024, by
TIMOTHY RILEY, as Vice-President of the ZEPHYR COVE PROPERTY OWNERS
ASSOCIATION.

(Signature of Notarial Officer)

"GOLDSMITH/SCOTT-SMITH"

THE GOLDSMITH FAMILY TRUST,
dated August 19, 2010, as amended
December 17, 2019

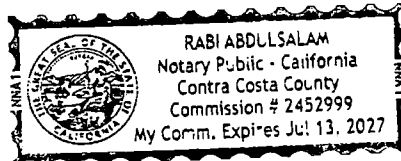
By: John Goldsmith
John Goldsmith, Trustee

By: Diahnn Goldsmith
Diahnn Goldsmith, Trustee

State of _____)
State of California
County of _____)
County of Contra Costa


This instrument was acknowledged before me on 16th April, 2024, by
JOHN GOLDSMITH, as Trustee of THE GOLDSMITH FAMILY TRUST, dated August 19,
2010, as amended December 17, 2019.

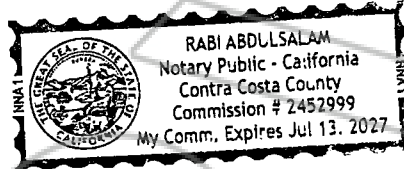
(Signature of Notarial Officer)



State of _____)
State of California
County of County of Contra Costa

This instrument was acknowledged before me on 16th April, 2024, by DIAHNN GOLDSMITH, as Trustee of THE GOLDSMITH FAMILY TRUST, dated August 19, 2010, as amended December 17, 2019.


(Signature of Notarial Officer)



Lynn E. Scott-Smith

State of _____)
:ss.
County of _____)

This instrument was acknowledged before me on _____, 2024, by LYNN E. SCOTT-SMITH.

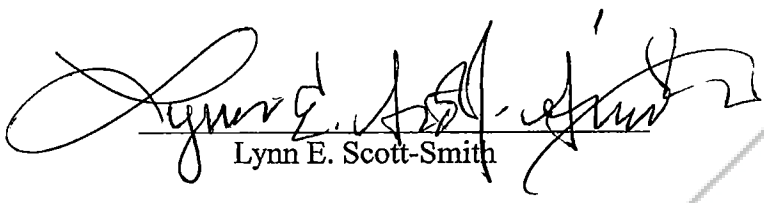
(Signature of Notarial Officer)

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 _____)
:ss.
County of _____)

This instrument was acknowledged before me on _____, 2023, by DIAHNN GOLDSMITH, as Trustee of THE GOLDSMITH FAMILY TRUST, dated August 19, 2010, as amended December 17, 2019.

(Signature of Notarial Officer)


Lynn E. Scott-Smith

State of _____)
:ss.
County of _____)

This instrument was acknowledged before me on _____, 2023, by LYNN E. SCOTT-SMITH.

(Signature of Notarial Officer)

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.

See Attachment

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Los Angeles }

On 11/29/23 before me, Kristine Martinez, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Lynn Elizabeth Scott - Smith
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: BOUNDARY LINE ADJUSTMENT AGREEMENT

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE GOLDSMITH/SCOTT-SMITH PROPERTY

All that real property situate in the County of Douglas, State of Nevada, described as follows:

Lot 4, in Block A of Amended Map of Zephyr Cove Property, according to the map thereof, filed in the Office of the County Recorder of Douglas County, Nevada, recorded on August 5th, 1929, as Document No. 266.

Together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

APN: 1318-10-310-004

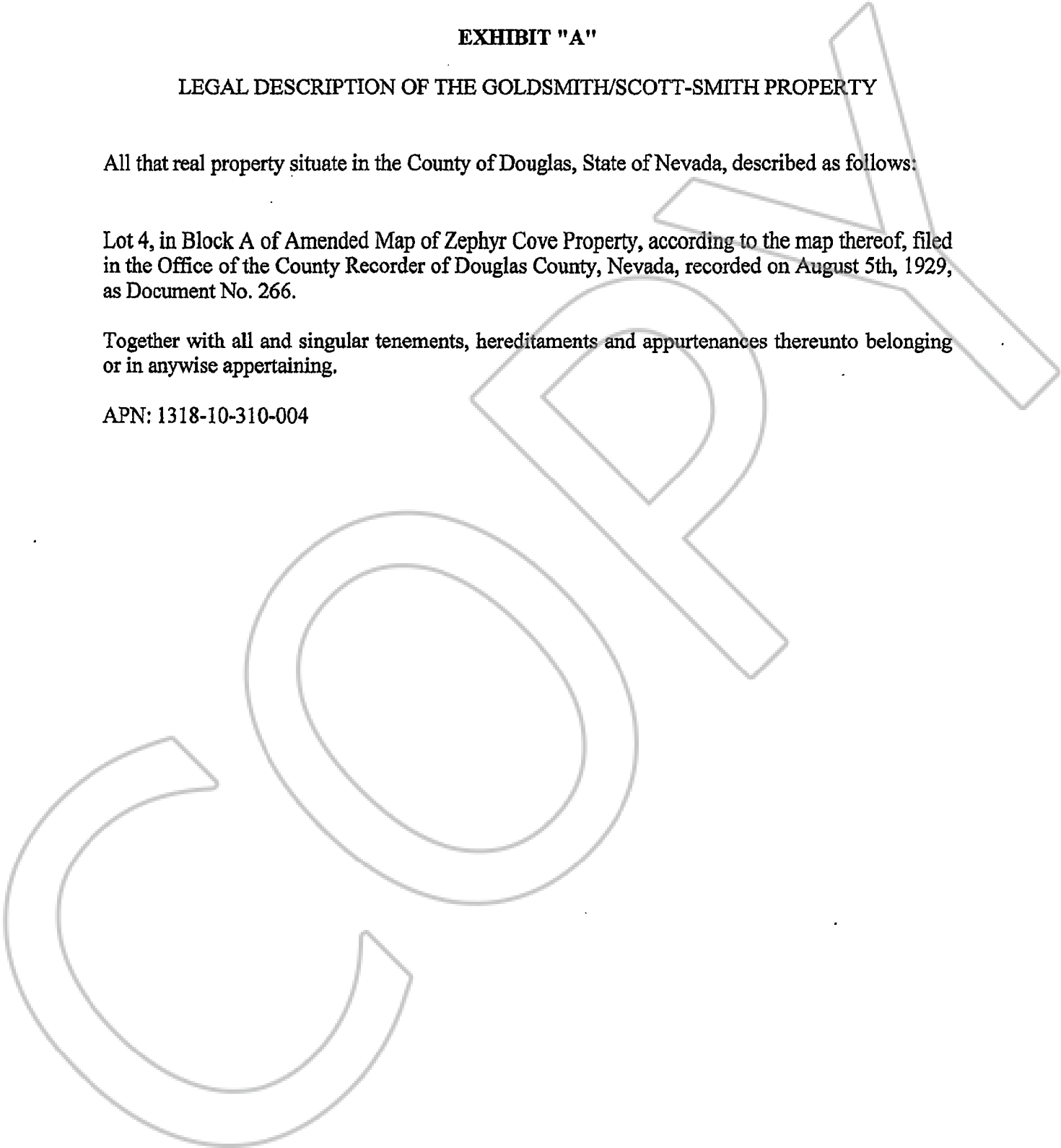


EXHIBIT "B"

LEGAL DESCRIPTION OF THE FINE SANDY BEACH

All that Parcel of land described as Exhibit "E" in that Quitclaim Deed for Boundary Line Adjustment, filed for record on November 29, 2018 as Document Number 2018-923016.

(See Following Page)

APN: 1318-10-310-097

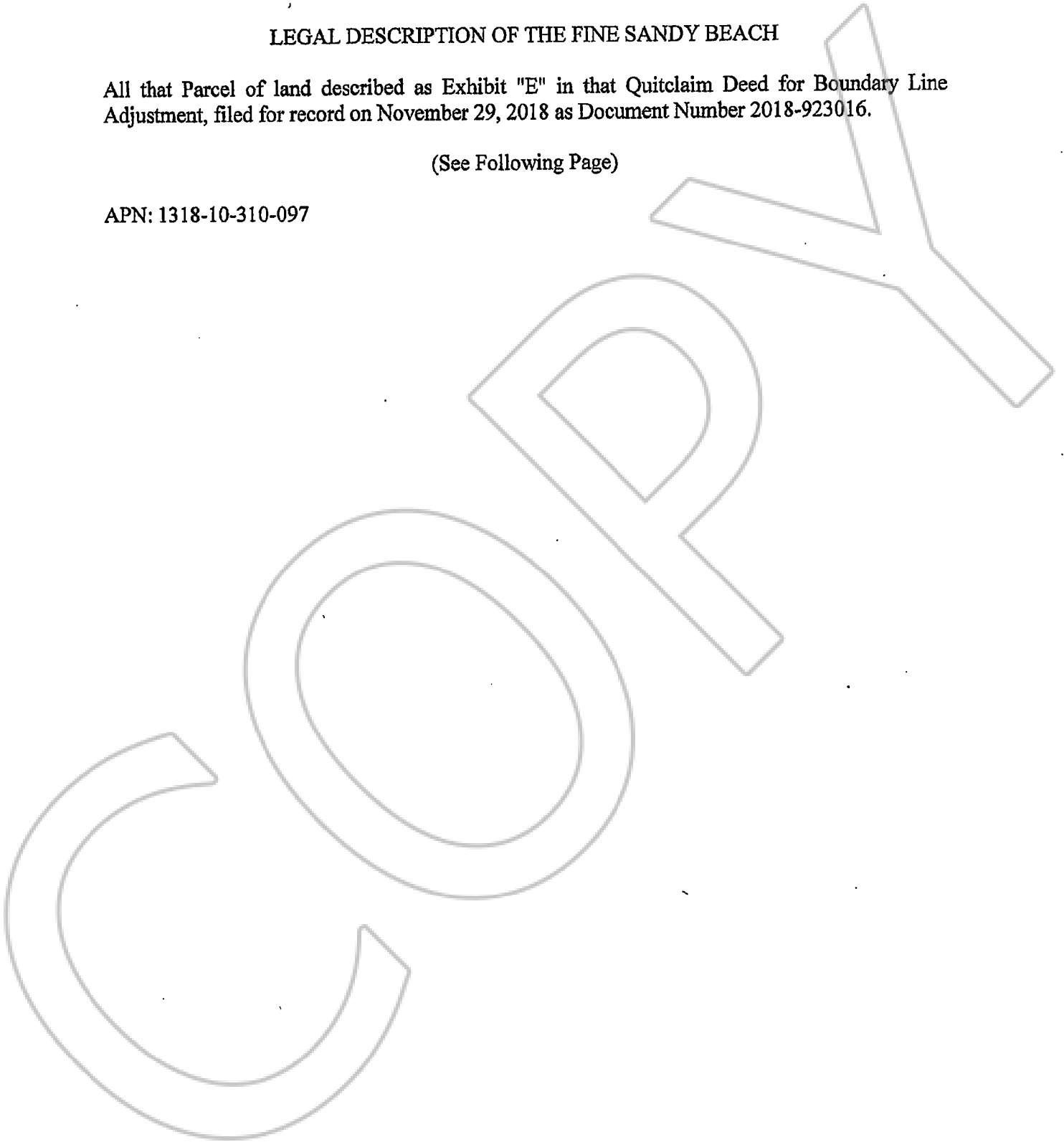


EXHIBIT "E"
ADJUSTED PARCEL 1
BEACH AREA RESULTANT
DESCRIPTION

August 30, 2018
12129

All that real property situate in the County of Douglas, State of Nevada, described as follows:
All that portion of the Southwest ¼ of Section 10, T13N, R18E, M.D.M., more particularly described as follows:

All that Parcel of land described in that Quitclaim Deed filed for record on April 1st, 2010 as document number 0761399.

Excepting there from all that portion of the Southwest ¼ of Section 10, T13N, R18E, M.D.M., more particularly described as follows:

Beginning at the Northwest corner of Lot 7, Block F as shown on the Amended Map of Zephyr Cove Property, filed for record on August 5, 1929, as Document No. 266;

thence North 06° 44' 00" East 38.39 feet, more or less, to a point on the Southerly Face of a boulder and rock wall;

thence along said Southerly Face the following twelve(12) courses:

- South 47°21'03" East 20.45 feet;
- South 75°41'40" East 30.57 feet;
- South 15°43'38" East 7.57 feet;
- North 89°12'35" East 21.87 feet;
- South 88°13'24" East 24.00 feet;
- North 84°05'27" East 17.52 feet;
- North 75°55'38" East 28.36 feet;
- North 77°55'31" East 47.84 feet;
- North 72°19'01" East 9.06 feet;
- North 68°44'53" East 17.61 feet;
- North 68°44'42" East 25.45 feet;
- North 65°65'47" East 47.05 feet;

thence leaving said Southerly Face of boulder and rock wall South 28°32'00" East 15.98 feet to the Northeast corner of Lot 4, Block F, as shown on the Amended Map of Zephyr Cove Property, filed for record on August 6, 1929, as Document No. 266;

thence along said Block F South 67°53'00" West 75.00 feet;

thence South 70°44'00" West 150.00 feet;

thence North 72°38'00" West 80.00 feet to the Point of Beginning.

The Basis of Bearing for this description is that Record of Survey, filed for record on January 16, 1991 as Document Number 242996.

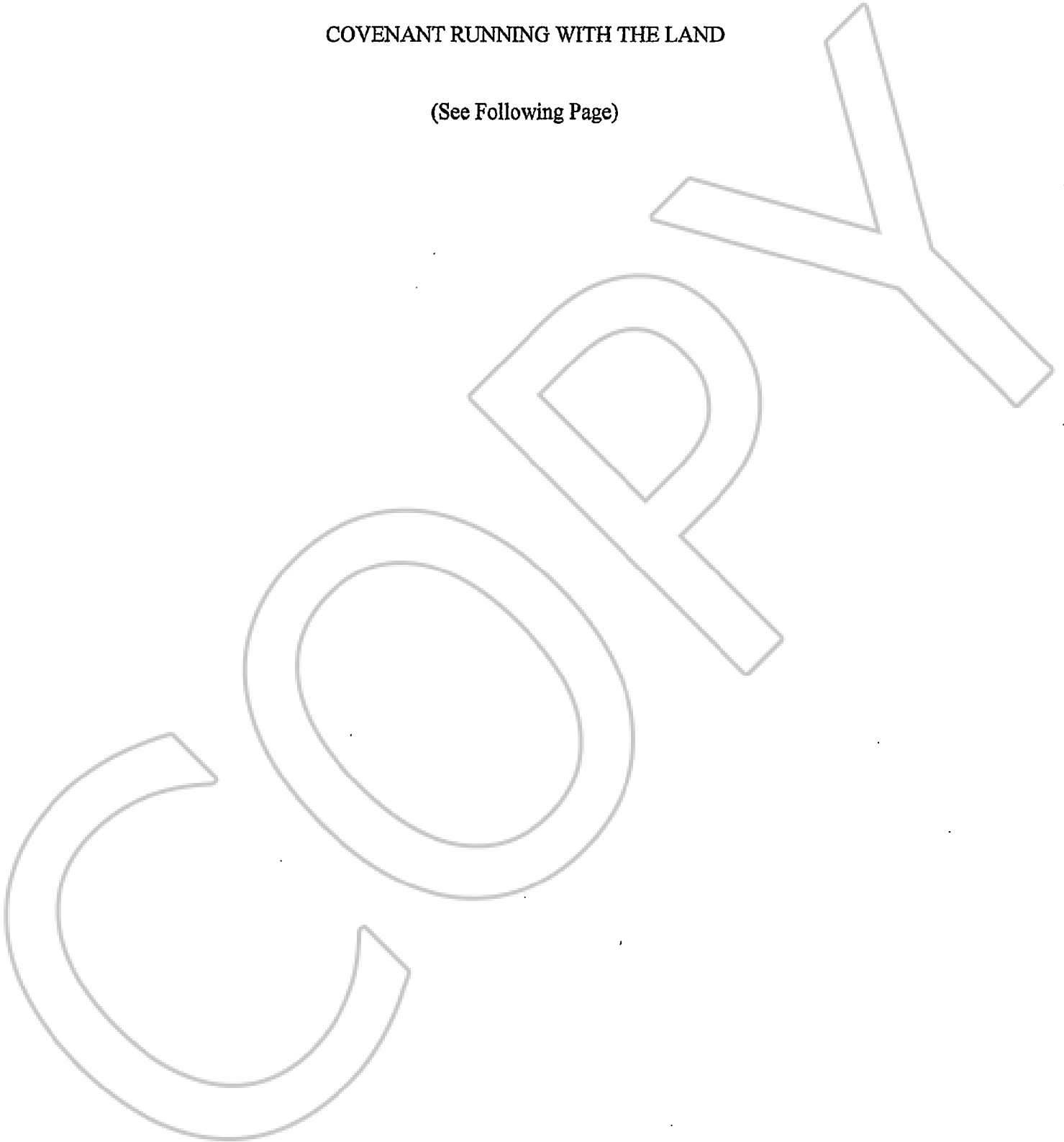
Note: Refer this description to your title company before incorporating into any legal document.

Prepared by: Turner & Associates, Inc.
Land Surveying
P.O. Box 5067
Stateline, NV 89449

EXHIBIT "C"

COVENANT RUNNING WITH THE LAND

(See Following Page)



7'

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COVENANT RUNNING WITH THE LAND

This covenant made this 1st day of November, 1982, by and between ZEPHYR COVE PROPERTIES, INC., and ZEPHYR PROPERTY OWNERS' ASSOCIATION, INC., a Nevada non-profit corporation.

WHEREAS, ZEPHYR COVE PROPERTIES, INC., is the owner of certain real property hereinafter described, and

WHEREAS, ZEPHYR COVE PROPERTIES, INC., is desirous of donating said property to ZEPHYR COVE PROPERTY OWNERS' ASSOCIATION, INC. subject to the conditions as hereinafter set forth, and

WHEREAS, ZEPHYR COVE OWNERS' ASSOCIATION, INC. is desirous of receiving said property subject to the conditions as hereinafter set forth

NOW, THEREFORE, IT IS HEREBY AGREED, between the parties as follows:

1. Transfer of Property: By quitclaim deed executed herewith ZEPHYR COVE PROPERTIES, INC., shall quitclaim the following described property to ZEPHYR COVE PROPERTY OWNERS' ASSOCIATION, INC.:

The beach area at Zephyr Cove in front of Lots 1-A through Lot 11, and to the low water mark, as delineated on that certain map entitled "Amended Map of Zephyr Cove Property in Section 10, T.13 N., R. 18 E." filed for record on August 5, 1929 in the Office of the County Recorder, Douglas County, State of Nevada.

2. In consideration for acceptance of the quitclaim deed ZEPHYR COVE PROPERTY OWNERS' ASSOCIATION, INC., hereby agrees that such properties shall remain continuously open for use by:

a. Property owners and/or residents of ZEPHYR COVE PROPERTY OWNERS' ASSOCIATION, INC..

LAW OFFICES OF
F. THOMAS ECK, III
777 EAST WILLIAM STREET
SUITE 208
CARSON CITY, NEVADA 89701
(702) 883-8440

73525
11821262

1 b. Future owners and/or residents of any property
2 owned by ZEPHYR COVE PROPERTIES, INC.

3 c. The individual relatives and heirs of
4 members of ZEPHYR COVE PROPERTIES, INC. to wit,
5 JAMES A. HARVEY, SAMUEL S. HARVEY, JOHN F. HARVEY,
6 ELIZABETH BLAIKIE, LESLIE H. WHITTEMORE and
7 MARGARET JONES.

8 3. Reversionary Interest: ZEPHYR COVE
9 PROPERTIES, INC., hereby retains a reversionary interest in
10 the aforescribed property to the extent that said property
11 is to be used exclusively for the enjoyment and recreational
12 activities of property owners and members of ZEPHYR COVE
13 PROPERTIES, INC. In the event said property is used for
14 other purpose, including but not limited to commercial or
15 business activities without the prior written approval of
16 three-fourths majority of ZEPHYR COVE PROPERTIES, INC.
17 shareholders, said property shall revert to ZEPHYR COVE
18 PROPERTIES, INC. It is hereby understood that this property
19 shall, without being subject to the reversionary clause be
20 available for slips or other docking facilities for use of
21 property owners and members of ZEPHYR COVE PROPERTIES, INC.,
22 in such locations as are designated in Zephyr Cove Tract Map
23 entitled "Amended Map of Zephyr Cove Properties filed on
24 August 25, 1929".

25 4. Association Membership: As additional
26 consideration for the transfer of the property as
27 aforesated, the following shareholders of ZEPHYR COVE
28 PROPERTIES, INC., shall be given free membership in the
29 Association for the period of 25 years: JAMES A. HARVEY,
30 SAMUEL S. HARVEY, JOHN F. HARVEY, ELIZABETH H. BLAIKE,
31 LESLIE H. WHITTEMORE and MARGARET S. JONES. At the
32 expiration of said 25 year period memberships shall be

1 renewable upon paying any annual dues that may be assessed
2 other members of the association. In the event any
3 properties of the aforementioned individuals are sold, free
4 membership of the particular property sold shall terminate.

5 5. Attorney's Fees: ZEPHYR COVE PROPERTY
6 OWNERS' ASSOCIATION, INC., agrees to pay all attorney's fees
7 in connection with the preparation of this agreement, the
8 quitclaim deed and other documentation necessary to effect a
9 transfer of the property in accordance with intent of the
10 parties.

ZEPHYR COVE PROPERTIES, INC.

11
12
13 By John F. Harvey
14 President
15 JOHN HARVEY

14 Attested:

15
16 Elizabeth D. Drake
17 Secretary

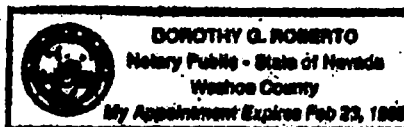
ZEPHYR COVE PROPERTY OWNERS'
ASSOCIATION, INC.

18
19
20
21 By Ross Swickard
22 VICE PRESIDENT
23 ROSS SWICKARD

STATE OF NEVADA.

Country of Washoe }
on November 20th, 1982, personally appeared before me,
DATE John F. Harvey
a Notary Public, John F. Harvey
who acknowledged that he executed the above instrument.

IN WITNESS WHEREOF, I have hereunto
set my hand and affixed my official stamp at my office
in the County of Washoe
the day and year in the certificate first above written.
Dorothy G. Roberto
Signature of Notary



STATE OF NEVADA,

County of Douglas

On 15 November 1982 personally appeared before me,

DATE
a Notary Public (or Judge or other officer, as the case may be),

Ross Swickard

who acknowledged that he executed the above instrument.

IN WITNESS WHEREOF, I have hereunto
set my hand and affixed my official stamp at my office
in the County of Douglas
the day and year in this certificate first above written.

Ingeborg M. White
Signature of Notary



CARLISLE'S FORM NO. 38 N (ACKNOWLEDGMENT GENERAL)--A-63187

REQUESTED BY
Margaret Jones

IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

1982 NOV 29 AM 9:49

SUZANNE BEAUDREAU
RECORDER

Carol J. Schmitt
Dep.

73525

LIBER 1182 PAGE 1265

EXHIBIT "D"

LEGAL DESCRIPTION OF DECK AREA TO GOLDSMITH/SCOTT-SMITH

(See Following Page)

COPY

EXHIBIT "E"

QUITCLAIM DEED FOR BOUNDARY LINE ADJUSTMENT

(See Following Page)

COPY

APN's: 1318-10-310-004 and 1318-10-310-097

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Jennifer Quashnick
GORDON CONSULTING, INC.
P.O. Box 4470
Stateline, Nevada 89449-4470

SEND TAX STATEMENTS TO:

John Goldsmith and Diahnn Goldsmith,
Trustees of The Goldsmith Family Trust
2894 San Carlos Drive
Walnut Creek, California 94598
(As to APN 1318-10-310-004)

Zephyr Cove Property Owners Association
c/o Bret Goodman
P.O. Box 454
Zephyr Cove, Nevada 89448
(As to APN 1318-10-310-097)

OUTCLAIM DEED FOR BOUNDARY LINE ADJUSTMENT

THIS INDENTURE is made as of the _____ day of _____, 2024, by and between ZEPHYR COVE PROPERTY OWNERS ASSOCIATION, a Nevada non-profit corporation ("ZCPOA"), and JOHN GOLDSMITH and DIAHNN GOLDSMITH, Trustees of THE GOLDSMITH FAMILY TRUST, dated August 19, 2010, as amended December 17, 2019 (as to an undivided 95% interest), and LYNN E. SCOTT-SMITH (as to an undivided 5% interest), as tenants in common (collectively "GOLDSMITH/SCOTT-SMITH").

WITNESSETH

ZCPOA and GOLDSMITH/SCOTT-SMITH are the owners of adjacent and abutting parcels of land situated in the State of Nevada, County of Douglas, ZCPOA being the owner of that certain real property described as "ORIGINAL BEACH AREA" in Exhibit "A" attached hereto and incorporated herein ("Original Beach Area"). GOLDSMITH/SCOTT-SMITH is the owner of that certain real property described as "LOT 4, BLOCK A ORIGINAL DESCRIPTION" in Exhibit "B" attached hereto and incorporated herein ("Original Lot 4, Block A"). For good and valuable consideration, the parties do by these presents agree to adjust the boundary line between said parcels pursuant to NRS 278.461(5)(c), which will not result in the creation of any additional parcels.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ZCPOA does hereby QUITCLAIM AND CONVEY, to GOLDSMITH/SCOTT-SMITH, and to their heirs, successors and assigns, the portion of the Original Beach Area described as "TRANSFER DESCRIPTION" in Exhibit "C" attached hereto and incorporated herein, together with the tenements, hereditaments and appurtenances thereunto belonging or otherwise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereto, all of which shall be subject to the Covenant Running with the Land recorded in the Official Records of Douglas County, State of Nevada on November 29, 1982, as Document No. 73525, Book 1182, Pages 1262 through 1265, as shown in Exhibit "D" attached hereto. The parcel resulting from the adjustment of Original Beach Area is described in Exhibit "E" attached hereto and incorporated herein, and shall be referred to herein as "BEACH AREA RESULTANT DESCRIPTION." The parcel resulting from the adjustment of Original Lot 4, Block A is described in Exhibit "F" attached hereto and incorporated herein, and shall be referred to herein as "LOT 4, BLOCK A RESULTANT DESCRIPTION."

AFFIRMATION PURSUANT TO NRS 239B.030

The undersigned do hereby affirm that the preceding document does not contain the social security number of any person.

IN WITNESS WHEREOF, the parties have caused these presents to be executed effective on the day and year first above written.

"ZCPOA"

ZEPHYR COVE PROPERTY OWNERS ASSOCIATION,
a Nevada non-profit corporation

By: _____
Timothy Riley, Vice-President

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2024, by
TIMOTHY RILEY, as Vice-President of Zephyr Cove Property Owners Association, a
Nevada non-profit corporation.

Notary Public

"GOLDSMITH/SCOTT-SMITH"

THE GOLDSMITH FAMILY TRUST,
dated August 19, 2010, as amended
December 17, 2019

By: _____
John Goldsmith, Trustee

By: _____
Diahnn Goldsmith, Trustee

State of _____)
:ss.
County of _____)

This instrument was acknowledged before me on _____, 2024, by
JOHN GOLDSMITH, as Trustee of THE GOLDSMITH FAMILY TRUST, dated August
19, 2010, as amended December 17, 2019.

(Signature of Notarial Officer)

State of _____)
:ss.
County of _____)

This instrument was acknowledged before me on _____, 2024, by
DIAHNN GOLDSMITH, as Trustee of THE GOLDSMITH FAMILY TRUST, dated August
19, 2010, as amended December 17, 2019.

(Signature of Notarial Officer)

Lynn E. Scott-Smith

State of _____)
 :SS.
County of _____)

This instrument was acknowledged before me on _____, 2024, by
LYNN E. SCOTT-SMITH.

(Signature of Notarial Officer)

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.

EXHIBIT "A"

ORIGINAL BEACH AREA

All that Parcel of land described as Exhibit "E" in that Quitclaim Deed for Boundary Line Adjustment, filed for record on November 29, 2018 as Document Number 2018-923016.

(See Following Page)

APN: 1318-10-310-097

DRAFT

EXHIBIT "E"
ADJUSTED PARCEL 1
BEACH AREA RESULTANT
DESCRIPTION

August 30, 2018
12129

All that real property situate in the County of Douglas, State of Nevada, described as follows:
All that portion of the Southwest ¼ of Section 10, T13N, R18E, M.D.M., more particularly described as follows:

All that Parcel of land described in that Quitclaim Deed filed for record on April 1st, 2010 as document number 0761399.

Excepting there from all that portion of the Southwest ¼ of Section 10, T13N, R18E, M.D.M., more particularly described as follows:

Beginning at the Northwest corner of Lot 7, Block F as shown on the Amended Map of Zephyr Cove Property, filed for record on August 5, 1929, as Document No. 266;

thence North 06° 44' 00" East 38.39 feet, more or less, to a point on the Southerly Face of a boulder and rock wall;

thence along said Southerly Face the following twelve (12) courses:

South 47° 21' 03" East 20.45 feet;
South 75° 41' 40" East 30.57 feet;
South 15° 43' 38" East 7.57 feet;
North 89° 13' 55" East 21.57 feet;
South 88° 13' 24" East 24.00 feet;
North 84° 03' 27" East 17.32 feet;
North 75° 35' 38" East 28.36 feet;
North 75° 55' 31" East 47.84 feet;
North 72° 19' 01" East 9.06 feet;
North 61° 44' 53" East 17.61 feet;
North 62° 44' 42" East 25.45 feet;
North 65° 45' 47" East 47.05 feet;

thence leaving said Southerly Face of boulder and rock wall South 28° 32' 00" East 15.98 feet to the Northeast corner of Lot 4, Block F, as shown on the Amended Map of Zephyr Cove Property, filed for record on August 5, 1929, as Document No. 266;

thence along said Block F South 67° 33' 00" West 75.00 feet;

thence South 70° 44' 00" West 150.00 feet;

thence North 72° 38' 00" West 80.00 feet to the Point of Beginning.

The Basis of Bearing for this Description is that Record of Survey, filed for record on January 16, 1991 as Document Number 242996.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared by: Turner & Associates, Inc.
Land Surveying
P.O. Box 5067
Stateline, NV 89449

EXHIBIT "B"

ORIGINAL LOT 4, BLOCK A

All that real property situate in the County of Douglas, State of Nevada, described as follows:

Lot 4, in Block A of Amended Map of Zephyr Cove Property, according to the map thereof, filed in the Office of the County Recorder of Douglas County, Nevada, recorded on August 5th, 1929, as Document No. 266.

Together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

APN: 1318-10-310-004

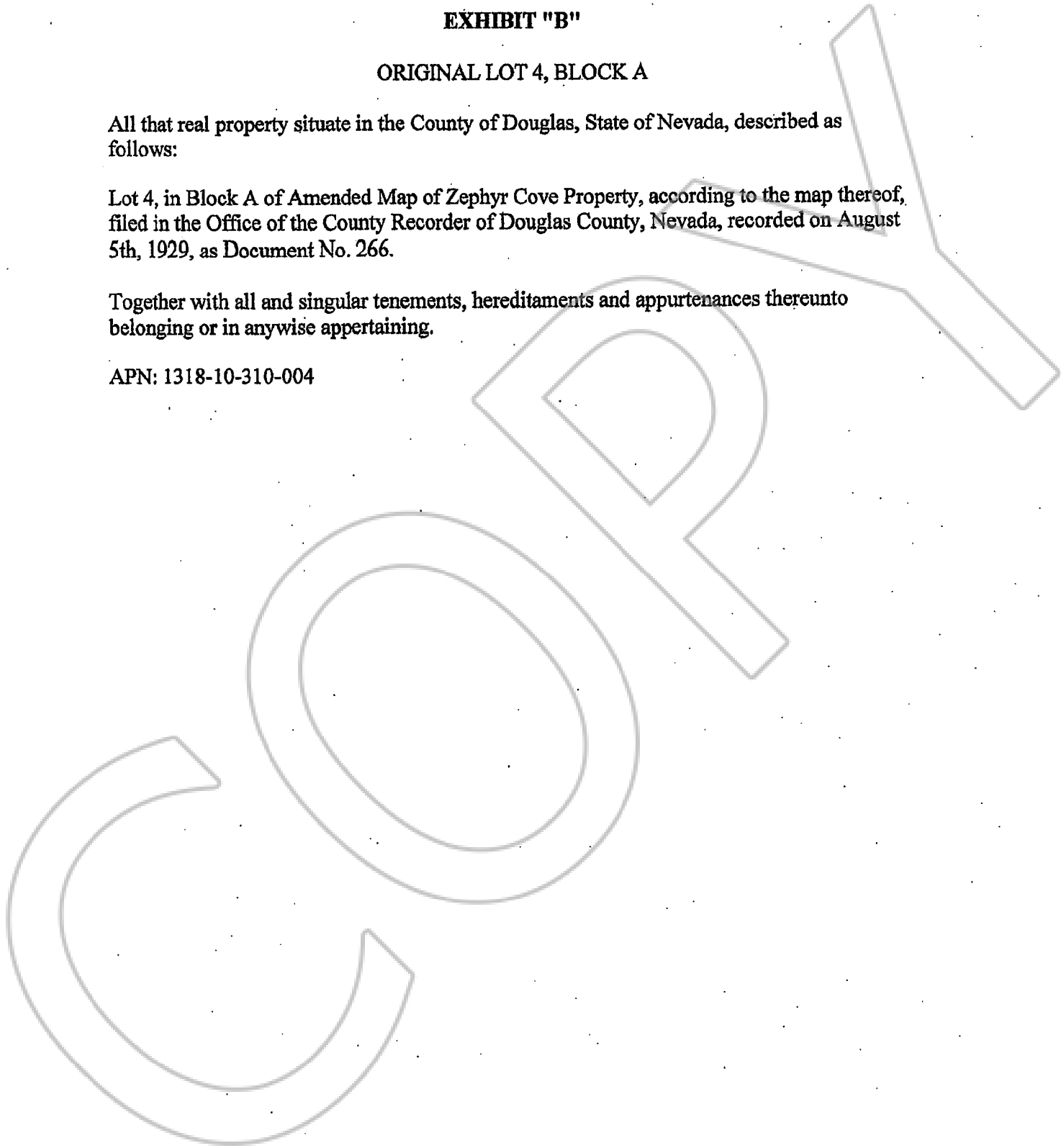


EXHIBIT "C"
TRANSFER DESCRIPTION
(See Following Page)

COPY

March 20, 2024
21288

TRANSFER DESCRIPTION

All that real property situate in the County of Douglas, State of Nevada, described as follows:

All that portion of the Southwest $\frac{1}{4}$ of Section 10, T13N, R18E, M.D.M., more particularly described as follows:

All that portion of that Parcel of land described as "Beach Area Resultant Description" in that Quitclaim Deed for Boundary Line Adjustment, filed for record on March 7, 2024 as Document Number 2024-1005358, being more particularly described as follows:

Beginning at the West most corner of Lot 4, Block A as shown on the Amended Map of Zephyr Cove Property, filed for record on August 5, 1929, as Document No. 266;

thence North $42^{\circ}17'05''$ West 6.51 feet to a point on the Southerly Face of a Concrete Retaining Wall;

thence along said Southerly Face of a Concrete Retaining Wall North $39^{\circ}15'17''$ East 48.29 feet;

thence leaving said Southerly Face of a Concrete Retaining Wall South $51^{\circ}52'03''$ East 13.44 feet to the North most corner of said Lot 4, Block A,

thence along said Lot 4, Block A South $47^{\circ}18'00''$ West 50.00 feet to the Point of Beginning.

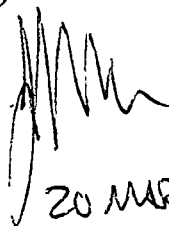
Containing 487 square feet, more or less.

This Transfer is as shown on the Record of Survey Supporting a Boundary Line Adjustment for Lund, Robinson, Sorensen, Hoover, Keller & Goldsmith Family Trust, filed for record on February 27, 2024 as Document Number 2024-1005095.

The Basis of Bearing for this description is that Record of Survey for Gary Richert, filed for record on September 14, 1995 as Document Number 370371.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared by: Turner & Associates, Inc.
Land Surveying
P.O. Box 5067
Stateline, NV 89449


20 MARCH 24

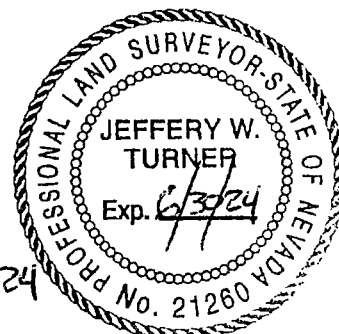


EXHIBIT "D"

COVENANT RUNNING WITH THE LAND

(See Following Pages)

COPY

7-

COVENANT RUNNING WITH THE LAND

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This covenant made this 1st day of November, 1982, by and between ZEPHYR COVE PROPERTIES, INC., and ZEPHYR PROPERTY OWNERS' ASSOCIATION, INC., a Nevada non-profit corporation.

WHEREAS, ZEPHYR COVE PROPERTIES, INC., is the owner of certain real property hereinafter described, and

WHEREAS, ZEPHYR COVE PROPERTIES, INC., is desirous of donating said property to ZEPHYR COVE PROPERTY OWNERS' ASSOCIATION, INC. subject to the conditions as hereinafter set forth, and

WHEREAS, ZEPHYR COVE OWNERS' ASSOCIATION, INC. is desirous of receiving said property subject to the conditions as hereinafter set forth

NOW, THEREFORE, IT IS HEREBY AGREED, between the parties as follows:

1. Transfer of Property: By quitclaim deed executed herewith ZEPHYR COVE PROPERTIES, INC., shall quitclaim the following described property to ZEPHYR COVE PROPERTY OWNERS' ASSOCIATION, INC.:

The beach area at Zephyr Cove in front of Lots 1-A through Lot 11, and to the low water mark, as delineated on that certain map entitled "Amended Map of Zephyr Cove Property in Section 10, T.13 N., R. 18 E." filed for record on August 5, 1929 in the Office of the County Recorder, Douglas County, State of Nevada.

2. In consideration for acceptance of the quitclaim deed ZEPHYR COVE PROPERTY OWNERS' ASSOCIATION, INC., hereby agrees that such properties shall remain continuously open for use by:

a. Property owners and/or residents of ZEPHYR COVE PROPERTY OWNERS' ASSOCIATION, INC..

LAW OFFICES OF
F. THOMAS ECK, III
777 EAST WILLIAM STREET
SUITE 204
CARSON CITY, NEVADA 89701
(702) 843-8440

72525
1182-1262

1 b. Future owners and/or residents of any property
2 owned by ZEPHYR COVE PROPERTIES, INC.

3 c. The individual relatives and heirs of
4 members of ZEPHYR COVE PROPERTIES, INC. to wit,
5 JAMES A. HARVEY, SAMUEL S. HARVEY, JOHN F. HARVEY,
6 ELIZABETH BLAIKIE, LESLIE H. WHITTEMORE and
7 MARGARET JONES.

8 3. Reversionary Interest: ZEPHYR COVE
9 PROPERTIES, INC., hereby retains a reversionary interest in
10 the aforescribed property to the extent that said property
11 is to be used exclusively for the enjoyment and recreational
12 activities of property owners and members of ZEPHYR COVE
13 PROPERTIES, INC. In the event said property is used for
14 other purpose, including but not limited to commercial or
15 business activities without the prior written approval of
16 three-fourths majority of ZEPHYR COVE PROPERTIES, INC.
17 shareholders, said property shall revert to ZEPHYR COVE
18 PROPERTIES, INC. It is hereby understood that this property
19 shall, without being subject to the reversionary clause be
20 available for slips or other docking facilities for use of
21 property owners and members of ZEPHYR COVE PROPERTIES, INC.,
22 in such locations as are designated in Zephyr Cove Tract Map
23 entitled "Amended Map of Zephyr Cove Properties filed on
24 August 25, 1929".

25 4. Association Membership: As additional
26 consideration for the transfer of the property as
27 aforesated, the following shareholders of ZEPHYR COVE
28 PROPERTIES, INC., shall be given free membership in the
29 Association for the period of 25 years: JAMES A. HARVEY,
30 SAMUEL S. HARVEY, JOHN F. HARVEY, ELIZABETH H. BLAIKE,
31 LESLIE H. WHITTEMORE and MARGARET S. JONES. At the
32 expiration of said 25 year period memberships shall be

1 renewable upon paying any annual dues that may be assessed
 2 other members of the association. In the event any
 3 properties of the aforementioned individuals are sold, free
 4 membership of the particular property sold shall terminate.
 5 5. Attorney's Fees: ZEPHYR COVE PROPERTY
 6 OWNERS' ASSOCIATION, INC., agrees to pay all attorney's fees
 7 in connection with the preparation of this agreement, the
 8 quitclaim deed and other documentation necessary to effect a
 9 transfer of the property in accordance with intent of the
 10 parties.

ZEPHYR COVE PROPERTIES, INC.

By John F. Harvey
 President
 JOHN HARVEY

Attested:

Elizabeth A. Davis
 Secretary

ZEPHYR COVE PROPERTY OWNERS'
 ASSOCIATION, INC.

By Ross Swickard
 VICE PRESIDENT
 Ross Swickard

STATE OF NEVADA,

County of Washoe ss.

on November 20th, 1982

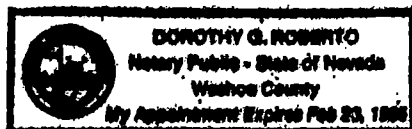
personally appeared before me.

John F. Harvey
 a Notary Public,

who acknowledged that he executed the above instrument.

IN WITNESS WHEREOF, I have hereunto
 set my hand and affixed my official stamp at my office
 in the County of Washoe
 the day and year in the certificate hereon written.

Dorothy G. Roberto
 Signature of Notary



73525

LIBER 1182 PAGE 1264

STATE OF NEVADA.

County of Douglas

On 15 November 1982

personally appeared before me,

DATE

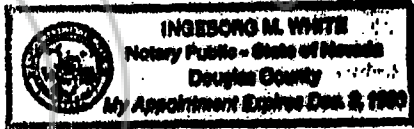
a Notary Public (or Judge or other officer, as the case may be),

Ross Swickard

who acknowledged that he executed the above instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the County of Douglas the day and year in this certificate first above written.

Ingeborg M. White
Signature of Notary



CARLISLE'S FORM NO. 98 N (ACKNOWLEDGMENT GENERAL)-A-63187

REQUESTED BY
Margaret Jones

OFFICIAL RECORDS OF
DOUGLAS CO. N.V.
\$ 7.00

1982 NOV 29 AM 9:49

SUZANNE BEAUDREAU
RECORDER

Suzanne Beaudreau
dep

73525

LIBER 1182 PAGE 1265

EXHIBIT "E"

BEACH AREA RESULTANT DESCRIPTION

(See Following Page)



March 25, 2024
21288

**BEACH AREA
RESULTANT DESCRIPTION**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

All that portion of the Southwest $\frac{1}{4}$ of Section 10, T13N, R18E, M.D.M., more particularly described as follows:

All that portion of that Parcel of land described as "Beach Area Resultant Description" in that Quitclaim Deed for Boundary Line Adjustment, filed for record on March 7, 2024 as Document Number 2024-1005358,

Excepting therefrom all that portion of the Southwest $\frac{1}{4}$ of Section 10, T13N, R18E, M.D.M., more particularly described as follows:

Beginning at the West most corner of Lot 4, Block A as shown on the Amended Map of Zephyr Cove Property, filed for record on August 5, 1929, as Document No. 266;

thence North $42^{\circ}17'05''$ West 6.51 feet to a point on the Southerly Face of a Concrete Retaining Wall;

thence along said Southerly Face of a Concrete Retaining Wall North $39^{\circ}15'17''$ East 48.29 feet;

thence leaving said Southerly Face of a Concrete Retaining Wall South $51^{\circ}52'03''$ East 13.44 feet to the North most corner of said Lot 4, Block A,

thence along said Lot 4, Block A South $47^{\circ}18'00''$ West 50.00 feet to the Point of Beginning.

The Basis of Bearing for this description is that Record of Survey for Gary Richert, filed for record on September 14, 1993 as Document Number 370371.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared by: Turner & Associates, Inc.
Land Surveying
P.O. Box 5067
Stateline, NV 89449

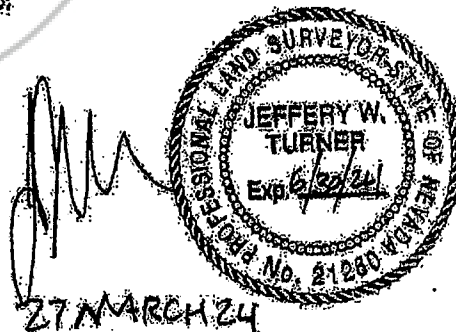


EXHIBIT "F"

LOT 4, BLOCK A RESULTANT DESCRIPTION

(See Following Page)

COPY

March 20, 2024
21288

LOT 4, BLOCK A RESULTANT DESCRIPTION

All that real property situate in the County of Douglas, State of Nevada, described as follows:
All that portion of the Southwest 1/4 of Section 10, T15N, R18E, M.D.M., more particularly described as follows:

Lot 4, Block A, as shown on the Amended Map of Zephyr Cove Property, filed for record on August 5, 1999, as Document Number 266 together therewith all that portion of that Parcel of land described as "Beach Area Resultant Description" in that Quitclaim Deed for Boundary Line Adjustment, filed for record on March 7, 2024 as Document Number 2024-1005358, being more particularly described as follows:

Beginning at the East most corner of said Lot 4, Block A as shown on the Amended Map of Zephyr Cove Property, filed for record on August 5, 1999, as Document No. 266;

thence South $44^{\circ}15'00''$ West 75.00 feet;

thence North $42^{\circ}17'05''$ West 137.96 feet to a point on the Southerly Face of a Concrete Retaining Wall;

thence along said Southerly Face of a Concrete Retaining Wall North $39^{\circ}15'17''$ East 48.29 feet;

thence leaving said Southerly Face of a Concrete Retaining Wall South $51^{\circ}52'03''$ East 162.80 feet to the Point of Beginning.

Containing 9,848 square feet, more or less.

Being that same Parcel as shown on the Record of Survey Supporting a Boundary Line Adjustment for Lund, Robinson, Sorenson, Hoover, Keller & Goldsmith Family Trust, filed for record on February 27, 2024 as Document Number 2024-1005993.

The Basis of Bearing for this description is that Record of Survey for Gary Richert, filed for record on September 14, 1995 as Document Number 170371.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared by: Turner & Associates, Inc.
Land Surveying
P.O. Box 5067
Stateline, NV 89449



20 MARCH 24

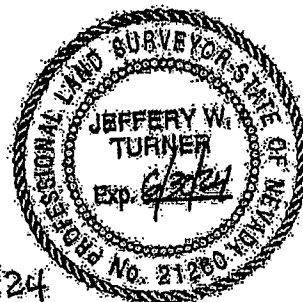
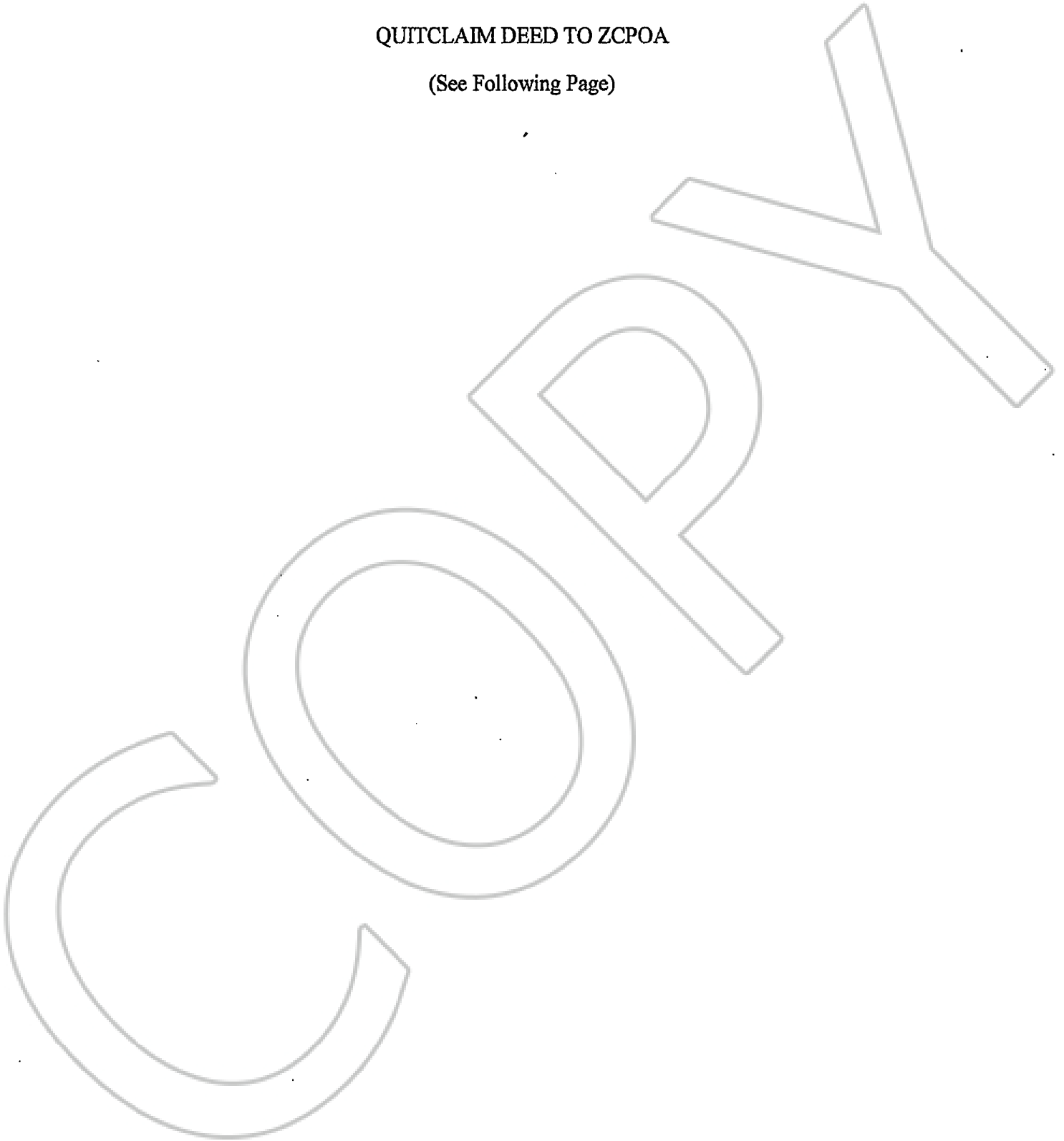


EXHIBIT "F"

QUITCLAIM DEED TO ZCPOA

(See Following Page)



APN's: 1318-10-310-004 and 1318-10-310-097

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Jennifer Quashnick
GORDON CONSULTING, INC.
P.O. Box 4470
Stateline, Nevada 89449-4470

SEND TAX STATEMENTS TO:

Zephyr Cove Property Owners Association
c/o Bret Goodman
P.O. Box 454
Zephyr Cove, Nevada 89448
(As to APN 1318-10-310-097)

QUITCLAIM DEED

THIS INDENTURE is made as of the _____ day of _____, 2024, by and between ZEPHYR COVE PROPERTY OWNERS ASSOCIATION, a Nevada non-profit corporation ("ZCPOA"), and JOHN GOLDSMITH and DIAHNN GOLDSMITH, Trustees of THE GOLDSMITH FAMILY TRUST, dated August 19, 2010, as amended December 17, 2019 (as to an undivided 95% interest), and LYNN E. SCOTT-SMITH (as to an undivided 5% interest) as tenants in common (collectively "GOLDSMITH/SCOTT-SMITH").

WITNESSETH

ZCPOA and GOLDSMITH/SCOTT-SMITH are the owners of adjacent and abutting parcels of land situated in the State of Nevada, County of Douglas, ZCPOA being the owner of that certain real property described in Exhibit "A" attached hereto and incorporated herein (the "ZCPOA Parcel"). GOLDSMITH/SCOTT-SMITH is the owner of that certain real property described in Exhibit "B" attached hereto and incorporated herein (the "GOLDSMITH/SCOTT-SMITH Parcel").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, JOHN GOLDSMITH and DIAHNN GOLDSMITH, Trustees of THE GOLDSMITH FAMILY TRUST, dated August 19, 2010, as amended December 17, 2019 (as to an undivided 95% interest), and LYNN E. SCOTT-SMITH (as to an undivided 5% interest), do hereby QUITCLAIM AND CONVEY, to ZCPOA, and to its heirs, successors and assigns, all

that real property described in Exhibit "A" attached hereto and incorporated herein, together with the tenements, hereditaments and appurtenances thereunto belonging or otherwise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereto, all of which is subject to the Covenant Running with the Land recorded in the Official Records of Douglas County, State of Nevada on November 29, 1982, as Document No. 73525, Book 1182, Pages 1262 through 1265.

AFFIRMATION PURSUANT TO NRS 239B.030

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

IN WITNESS WHEREOF, the parties have caused these presents to be executed effective on the day and year first above written.

"GOLDSMITH/SCOTT-SMITH"

THE GOLDSMITH FAMILY TRUST,
dated August 19, 2010, as amended
December 17, 2019

By: _____
John Goldsmith, Trustee

By: _____
Diahnn Goldsmith, Trustee

State of _____)
 :ss.
County of _____)

This instrument was acknowledged before me on _____, 2024, by JOHN GOLDSMITH, as Trustee of THE GOLDSMITH FAMILY TRUST, dated August 19, 2010, as amended December 17, 2019.

(Signature of Notarial Officer)

EXHIBIT "A"

LEGAL DESCRIPTION OF ZCPOA PARCEL

All that Parcel of land described as Exhibit "E" in that Quitclaim Deed for Boundary Line Adjustment, filed for record on November 29, 2018 as Document Number 2018-923016.

(See Following Page)

APN: 1318-10-310-097

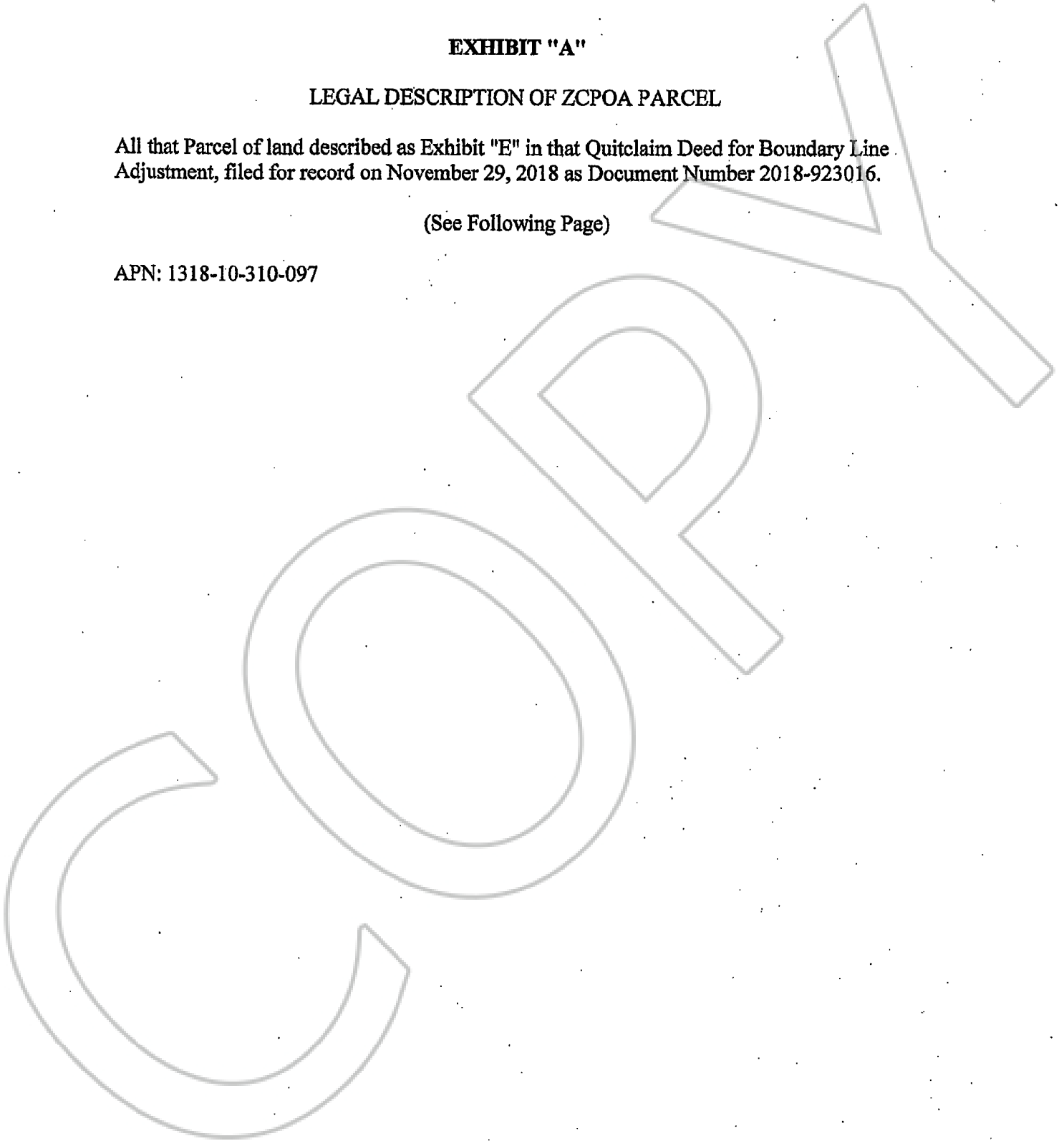


EXHIBIT "E"
ADJUSTED PARCEL 1
BEACH AREA RESULTANT
DESCRIPTION

August 30, 2018
12129

All that real property situate in the County of Douglas, State of Nevada, described as follows:

All that portion of the Southwest ¼ of Section 10, T13N, R18E, M.D.M., more particularly described as follows:

All that Parcel of land described in that Quitclaim Deed filed for record on April 1st, 2010 as document number 0761399.

Excepting there from all that portion of the Southwest ¼ of Section 10, T13N, R18E, M.D.M., more particularly described as follows:

Beginning at the Northwest corner of Lot 7, Block F as shown on the Amended Map of Zephyr Cove Property, filed for record on August 5, 1929, as Document No. 266;

thence North 06° 44' 00" East 38.39 feet, more or less, to a point on the Southerly Face of a boulder and rock wall;

thence along said Southerly Face the following twelve (12) courses:

South 47° 21' 03" East 20.45 feet;
South 75° 41' 40" East 30.57 feet;
South 15° 43' 38" East 7.57 feet;
North 89° 17' 35" East 21.57 feet;
South 89° 13' 24" East 24.00 feet;
North 84° 03' 27" East 17.92 feet;
North 75° 55' 38" East 28.36 feet;
North 75° 55' 31" East 47.84 feet;
North 72° 19' 01" East 9.06 feet;
North 67° 44' 53" East 17.61 feet;
North 68° 44' 42" East 25.45 feet;
North 65° 65' 47" East 47.05 feet;

thence leaving said Southerly Face of boulder and rock wall South 28° 32' 00" East 15.98 feet to the Northeast corner of Lot 4, Block F, as shown on the Amended Map of Zephyr Cove Property, filed for record on August 5, 1929, as Document No. 266;

thence along said Block F South 67° 53' 00" West 75.00 feet;

thence South 70° 44' 00" West 150.00 feet;

thence North 72° 38' 00" West 86.00 feet to the Point of Beginning.

The Basis of Bearing for this Description is that Record of Survey, filed for record on January 16, 1991 as Document Number 242996.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared by: Turner & Associates, Inc.
Land Surveying
P.O. Box 5067
Stateline, NV 89449

EXHIBIT "B"

All that real property situate in the County of Douglas, State of Nevada, described as follows:

Lot 4, in Block A of Amended Map of Zephyr Cove Property, according to the map thereof, filed in the Office of the County Recorder of Douglas County, Nevada, recorded on August 5th, 1929, as Document No. 266.

Together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

APN: 1318-10-310-004

