

Doc Number: **0833346**

11/04/2013 03:23 PM

OFFICIAL RECORDS

Requested By  
TSI TITLE & ESCROW

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 of 29 Fee: \$ 42.00

Bk: 1113 Pg: 847



Deputy sg

APNs: 1418-10-702-005,  
1418-10-702-006, 1418-10-802-006,  
1418-10-802-003, and  
1418-10-802-007

Recording Requested by and  
when recorded return to:

Lawrence Wayne Ruvo  
24 Sawgrass Court  
Las Vegas, Nevada 89113

### BUOY USE AND MAINTENANCE AGREEMENT

This BUOY USE AND MAINTENANCE AGREEMENT ("Agreement"), made and entered as of the 4 day of November, 2013, by and between TLSH INVESTMENTS LLC, a Nevada limited liability company ("TLSH"), and Lawrence W. Ruvo, Trustee of the Lawrence Wayne Ruvo Living Trust 1989 ("Trust"), Postmistress Properties L.L.C., a Nevada limited liability company ("Postmistress"), and CLAF, LLC, a Nevada limited liability company ("CLAF" and together with Postmistress and the Trust, collectively, "Ruvo"). Ruvo and TLSH shall be collectively referred to herein as the "Parties."

#### RECITALS:

WHEREAS, on or about the date hereof, CLAF has sold to TLSH and TLSH has purchased from CLAF ("Sale") that certain improved real property located in the unincorporated area of Douglas County, Nevada, commonly known as 2055 Glenbrook Road, as adjusted by that certain Record of Survey Supporting a Boundary Line Adjustment, recorded in the office of the County Recorder of Douglas County, Nevada, on October 11, 2013, as Doc # ~~132017~~ Book 1013 Page 275L ("BLA Map") and commonly called "The Lakeshore House" (the "TLSH Property"); and,

WHEREAS, Trust is the owner of certain real property located in the unincorporated area of Douglas County, Nevada, commonly known as 1960 Glenbrook Inn Road, current APN 1418-10-702-006; and,

WHEREAS, Postmistress is the owner of certain real property located in the unincorporated area of Douglas County, Nevada, commonly known as (1) 1949 Glenbrook Inn Road, as adjusted by the BLA Map; (2) 1955 Glenbrook Road, current APN 1418-10-802-006; and (3) 1951 Glenbrook Inn Road, current APN 1418-10-802-007; and,

WHEREAS, in connection with the Sale, the Parties are entering into this Agreement in order to grant TLSH and its successors in title to the TLSH property in perpetuity certain rights

with respect to one (1) standard Glenbrook Bay boat buoy, designated as buoy R5 on the buoy field maps attached hereto as **Exhibit "A"** or if the conditions set forth in Paragraph 8, below, are triggered, one substituted similar buoy as defined below (collectively the "Subject Buoy") upon the terms and conditions contained herein; and

WHEREAS, Ruvo, or their authorized agent, has obtained or applied for various permits for the Subject Buoy and other buoys, from three different agencies having jurisdiction, specifically as follows:

1. Ruvo has obtained that certain U.S. Army Corps of Engineers ("USACE") Permit dated August 3, 2012, Permit File Number: SPK-2003-25068, for ten (10) Mooring Buoys (the "USACE Buoy Permit," a copy of which is attached hereto as **Exhibit "B"**);
2. Ruvo has also obtained a permit from the State of Nevada Division of State Lands, Department of Conservation and Natural Resources ("NDSL"), Permit dated May 31, 2012, Permit Number 2772, for ten (10) Mooring Buoys (the "NDSL Buoy Permit," a copy of which is attached hereto as **Exhibit "D"**);
3. Ruvo and a prior owner of the TLSH Property have also obtained a permit from the Tahoe Regional Planning Agency ("TRPA"), dated December 24, 2001, under TRPA Permit File Number 2000-0565-STD, for four (4) Mooring Buoys (in conjunction with a multi-use pier), hereinafter "the TRPA Buoy Permit" (a copy of which is attached hereto as **Exhibit "E"**);
4. Ruvo has also made an application to TRPA, the receipt for which is dated October 21, 2009, under TRPA application number MOOR2009-3399 ("TRPA Receipt of Application to Grandfather Buoys" a copy of which is attached hereto as **Exhibit "C"**), requesting that TRPA permit and "grandfather" five (5) mooring buoys. Then on September 7, 2010 additional information was submitted to TRPA and request was made to "grandfather" 4 additional buoys. Then on July 2, 2012 additional information was submitted to TRPA advising that a total of 10 buoys had been permitted by NDSL (which includes the 4 buoys already permitted by TRPA Permit File Number 2000-0565-STD).

For convenience, hereinafter, the USACE Buoy Permit, the NDSL Buoy Permit and the TRPA Buoy Permit are referred to collectively as the "Permits." With respect to each of the Permits and the TRPA Receipt of Application to Grandfather Buoys and other TRPA buoy submittals noted above, the number of buoys authorized or requested therein has been collectively issued (or applied for) in regard to the five (5) real property Parcels described herein.

WHEREAS, at the request of TRPA under TRPA Permit File Number 2000-0565-STD, Ruvo and prior owners of the TLSH Property recorded a Deed Restriction on June 1, 2006, at Book 0606, Page 00228 as Document # 0676369 of Douglas County Records ("TRPA Deed

Restriction”) against five (5) parcels of real property, namely the TLSH Property and the following parcels owned by Ruvo: APNs 1418-10-702-006, 1418-10-802-002, 1418-10-802-003, and 1418-10-802-005 (all five parcels collectively, the “Parcels”); and

WHEREAS, such TRPA Deed Restriction provides for consolidation of the Parcels for TRPA purposes only related to future shorezone uses and TRPA multiple-use issues to receive approval to construct a multiple-use pier and four (4) seasonal buoys, specifically providing among other things, as follows:

“1. Declarants hereby declare that, for the purpose of satisfying Special Condition 3.H of TRPA's December 24, 2001, conditional permit (TRPA File Number 200565), the Property consisting of Parcels One, Two, Three, Four, and Five identified herein shall always be treated as if the parcels had been legally consolidated the parcels for TRPA purposes only related to future shorezone uses and TRPA multiple-use issues.

2. This Deed Restriction shall be deemed a covenant running with the land, or an equitable servitude, as the case may be, and shall be binding on the Declarant and Declarant's assigns, and all persons acquiring or owning any interest in the property.

3. This Deed Restriction may not be modified or revoked without the prior express written and recorded consent of the TRPA or its successor agency, if any. TRPA shall be deemed and agreed to be a third party beneficiary of this Deed Restriction, and as such, can enforce the provisions of this Deed Restriction.”; and

WHEREAS, it is Ruvo’s position that the ten (10) buoys set forth on Exhibit “A”, including the Subject Buoy, are eligible for grandfathering/permitting by TRPA and which grandfathering/permitting has been applied for by Ruvo, as noted above (collectively, the “Ruvo Buoys” and together with the Subject Buoy, collectively, the “Buoys”) (for clarification, six of the ten Buoys are eligible for grandfathering and the four buoys previously permitted by TRPA (#200565) are eligible to be permitted to be relocated to positions shown in Exhibit “A,” the relocation application for which has been submitted to TRPA); and

WHEREAS, as of the date of this Agreement, all Parcels and the owners thereof affected by the Deed Restriction are, respectively:

Parcel 1 (Inactive APN 1418-10-802-002, new APN 1418-10-802-006): Postmistress,

Parcel 2 (Inactive APN 1418-10-802-005, new APN 1418-10-802-007): Postmistress,

Parcel 3 (APN 1418-10-802-003, as adjusted by the BLA Map – as of the date hereof, a new APN has not been issued by the County Assessor): Postmistress,

Parcel 4 (APN 1418-10-702-005, as adjusted by the BLA Map – as of the date hereof, a new APN has not been issued by the County Assessor): TLSH,

Parcel 5 (APN 1418-10-702-006): Trust

(collectively, “Parcel Owners”); and

WHEREAS, the Parties acknowledge that the lake bottom where the Buoys are located is presently owned by the State of Nevada, and that the Buoys are further regulated and subject to review by the USACE, TRPA, NDSL, and others, and therefore the maintenance and placement of the Buoys at their present location or any other location, is beyond the control of the Parties; and

WHEREAS, TLSH and Ruvo desire to enter into this Agreement in order to grant TLSH and their successors in title to the TLSH Property in perpetuity the right to use the Subject Buoy due to the previous consolidation of the parcels for certain shorezone uses pursuant to the TRPA Deed Restriction and the previous collective issuance of the Permits and the collective submission for multiple parcels of the TRPA Receipt of Application to Grandfather Buoys, and other TRPA buoy submittals noted above, subject to the terms and conditions contained herein.

#### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, TLSH and Ruvo agree as follows:

1. Ruvo and its successors in title to the Parcels noted above shall use commercially reasonable efforts to procure and maintain the Permits in force and effect, and to cause the timely successive renewals thereof without suspension, revocation or expiration, as may be required by applicable agencies. TLSH agrees to pay Ruvo or its successors in title a prorata share for one buoy of all itemized fees, costs, expenses and insurance premiums required for such renewals of the Permits and the Subject Buoy upon demand by Ruvo. In the alternative, to the fullest extent allowed by the various governing agencies and the TRPA Deed Restriction, TLSH and its successors in title to the TLSH Property, in their discretion shall obtain, pay for and provide insurance for their own permits or amended permits for the Subject Buoy from NDSL, USACE and TRPA, instead of reimbursing Ruvo for costs associated with the Subject Buoy; provided, however, that such acts of TLSH do not adversely affect or impact Ruvo’s other structures, permits, or applications.

2. In the event that routine renewals of the Permits are not possible, Ruvo may, at their option in their sole and absolute discretion, take whatever extraordinary measures are deemed to be necessary, or elect not to take such measures and notify TLSH as to the nature and extent of the problem, in which case, TLSH shall then have the option to take extraordinary measures for this purpose only. In the event that TLSH shall take such extraordinary measures, such action shall be at TLSH’s sole cost and expense and TLSH shall indemnify, defend, and

hold Ruvo harmless from loss or damage incurred in connection with the such action. Ruvo shall cooperate with TLSH in a commercially reasonable manner in order to further the purposes of this Agreement.

3. Ruvo hereby grants to TLSH and to any successor-in-interest to the TLSH Property in perpetuity (collectively, the "Licensee"), an irrevocable, exclusive right and license to use the Subject Buoy for so long as the Permits remain in effect and TLSH is in compliance with this Agreement. As of the date of this Agreement, the approximate physical location of the Subject Buoy is identified on **Exhibit "A."**

4. The license and rights granted herein shall continue in full force and effect for as long as the Permits remain in effect, including any and all renewals thereof. Ruvo shall notify the Licensee of (and send the Licensee copies of) any and all notices, mailings, postings, or other communications of any kind or nature affecting the Subject Buoy or Licensee's right to use the Subject Buoy, including, but not limited to, notices pertaining to the renewal of the Permits and to requirements to maintain said Permits. The Licensee shall keep and maintain the Subject Buoy and related equipment in such condition as may be required to keep the Permits in effect for the Subject Buoy.

5. The Parties covenant and agree that their obligations under this Agreement are covenants running with the land and are binding on any and all successors-in-interest and assigns of the Parcels of real property described above.

6. TLSH shall indemnify, defend, and hold Ruvo harmless from and against all liability or loss, and against all claims or actions based on or arising out of injury to, or death of persons, or damage to or loss of property, caused by the condition of the Subject Buoy, its placement, maintenance or failure to be properly maintained, or any other action or inaction by TLSH, their employees, invitees, licensees, or agents in connection with the Subject Buoy. For so long as the Subject Buoy is permitted in Ruvo's name, TLSH shall maintain in force a liability insurance policy with combined limits of not less than One Million Dollars (\$1,000,000.00), including coverage for any incident or occurrence arising from the Subject Buoy ("Policy"). TLSH shall cause an additional insured endorsement, naming and insuring Ruvo, to be issued under the Policy. TLSH shall provide a copy of the Policy to Ruvo on an annual basis. In turn, Ruvo will provide the annual buoy decal issued by NDSL to adhere to the Subject Buoy, unless TLSH is provided its decal directly from NDSL. In the alternative, for so long as the Subject Buoy is permitted under Ruvo's name, should TLSH fail to procure the Policy, Ruvo may obtain such insurance covering all Buoys, including the Subject Buoy, in which case, TLSH will reimburse Ruvo a 1/10<sup>th</sup> pro rata portion of the cost thereof which shall be promptly reimbursed by TLSH upon proof of payment by Ruvo.

7. In the event that the Licensee is denied the exclusive, unrestricted use of the Subject Buoy, TLSH shall have no right to refund of the consideration for this Agreement, or any portion thereof. Ruvo will, however, use commercially reasonable efforts to obtain a new buoy and permit for the benefit of TLSH, if such efforts could reasonably be successful in the sole judgment of Ruvo, and if Ruvo is at the time still the owner of the Parcels other than the TLSH Property.



8. In the event that any of the governing agencies with jurisdiction over the placement of mooring buoys on Lake Tahoe, including TRPA, NDSL or USACE, or any of their successor agencies, should deny, invalidate or refuse to issue or renew any permit or other right to construct, use, locate or maintain the Subject Buoy, TLSH and its successors in title to the TLSH Property hereby reserve and are hereby granted the sole and exclusive right to use, permit, operate and maintain one (1) of the Buoys that shall be ultimately allowed, permitted and validated by all of such agencies under the Permits and any renewals or extensions thereof. In such event, one buoy so allowed, permitted and validated by all of the foregoing agencies shall be substituted for the Subject Buoy, and shall thereafter be considered as the Subject Buoy under this Agreement.

9. To the fullest extent allowed by the various governing agencies and the TRPA Deed Restriction, and provided that it does not adversely affect or impact Ruvo's other structures, permits, or applications, TLSH and its successors in title to the TLSH Property, in their discretion shall obtain, pay for and provide insurance for their own permits or amended permits for the Subject Buoy from NDSL, USACE and TRPA, instead of having Ruvo hold such permits for the Subject Buoy in its name. In the event the governing agencies issue a permit or an amended permit naming TLSH as the permit holder for the Subject Buoy, TLSH and a successors in title to the TLSH Property shall pay its own permit, registration and renewal fees directly to NDSL and TRPA, shall obtain and place its own mooring registration and mooring permit stickers on the Subject Buoy, shall insure its own buoy and provide the certificate of insurance or additional insured endorsement required by NDSL, and shall have no further obligation to reimburse Ruvo or its successors for such costs. Notwithstanding the foregoing, TLSH's obligations to name Ruvo as an additional insured and TLSH's indemnification obligations, both as set forth in Section 6 above, shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first above written.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]



**CLAF, LLC**  
a Nevada limited liability company

*Larry Ruvo, Trustee*

Name: Larry Ruvo, as Trustee of the Trust  
Its: Manager

STATE OF NEVADA )  
County of CLARK ) ss.

This instrument was acknowledged before me on Oct. 22, 2013, by Larry Ruvo, as Manager of CLAF, LLC.

*Paula A. Delligatti*  
Notary Public

**Lawrence Wayne Ruvo Trust 1989**

*Larry Ruvo, Trustee*

Name: Lawrence Wayne Ruvo  
Its: Trustee  
Date: 10-22, 2013.

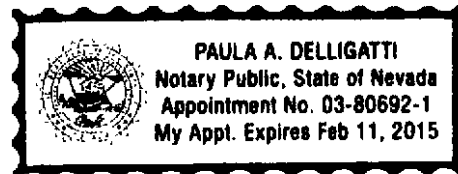


STATE OF NEVADA )  
County of CLARK ) ss.

This instrument was acknowledged before me on Oct. 22, 2013, by Lawrence Wayne Ruvo, as Trustee of Lawrence Wayne Ruvo Trust 1989.

*Paula A. Delligatti*  
Notary Public

[SIGNATURES AND ACKNOWLEDGEMENTS CONTINUED ON FOLLOWING PAGE]





**Postmistress Properties L.L.C.**  
a Nevada limited liability company

*[Handwritten Signature]*  
\_\_\_\_\_  
Name: Lawrence Wayne Ruvo  
Its: Manager

STATE OF NEVADA        )  
  ss.  
County of Clark        )

This instrument was acknowledged before me on Oct. 22, 2013, by Lawrence Wayne Ruvo, as Manager of Postmistress Properties L.L.C.

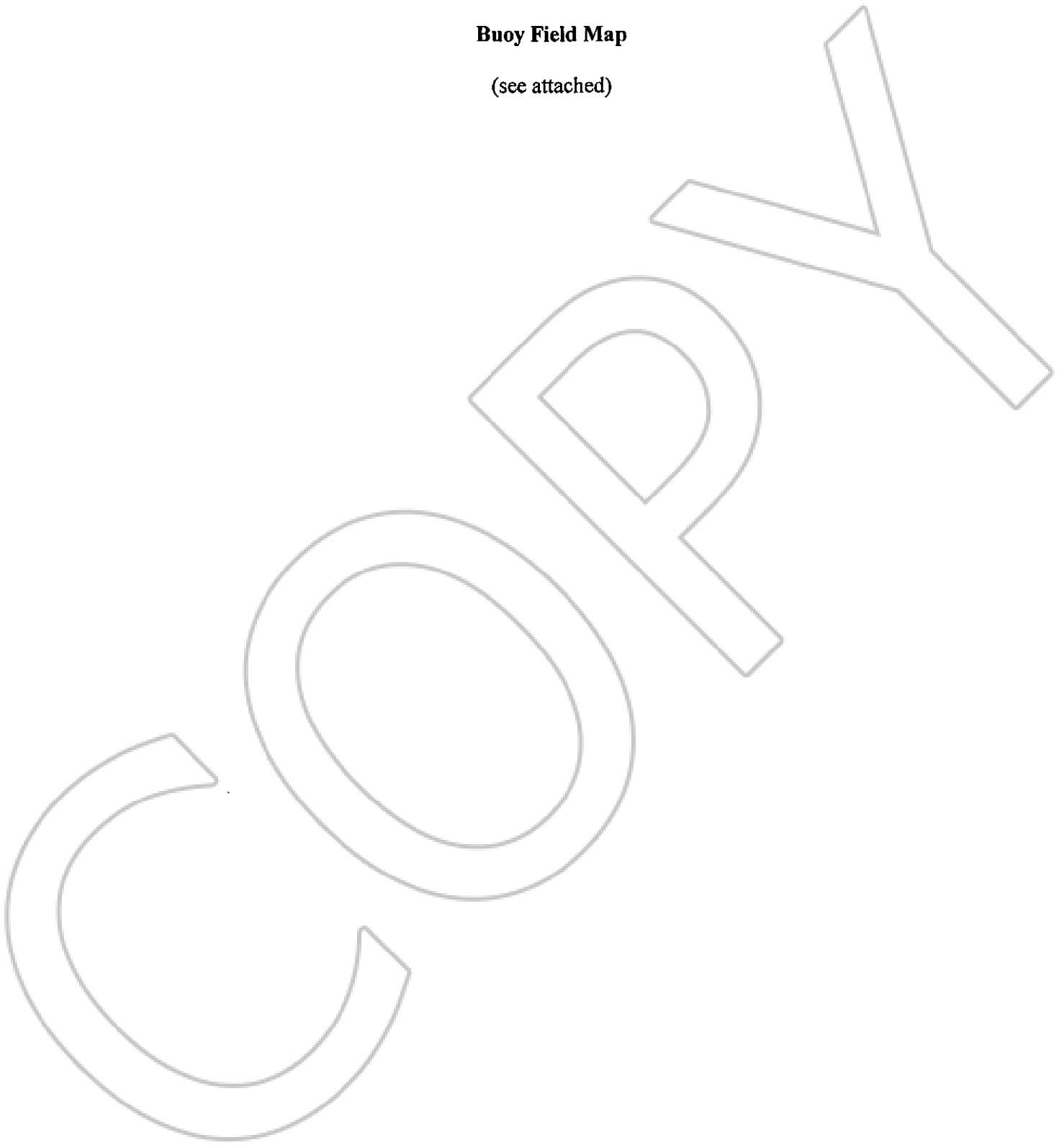
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\_\_\_\_\_  
Notary Public

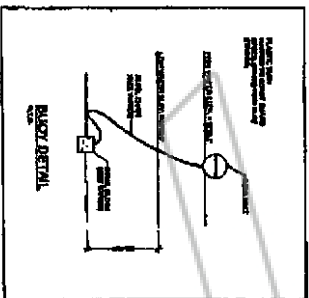
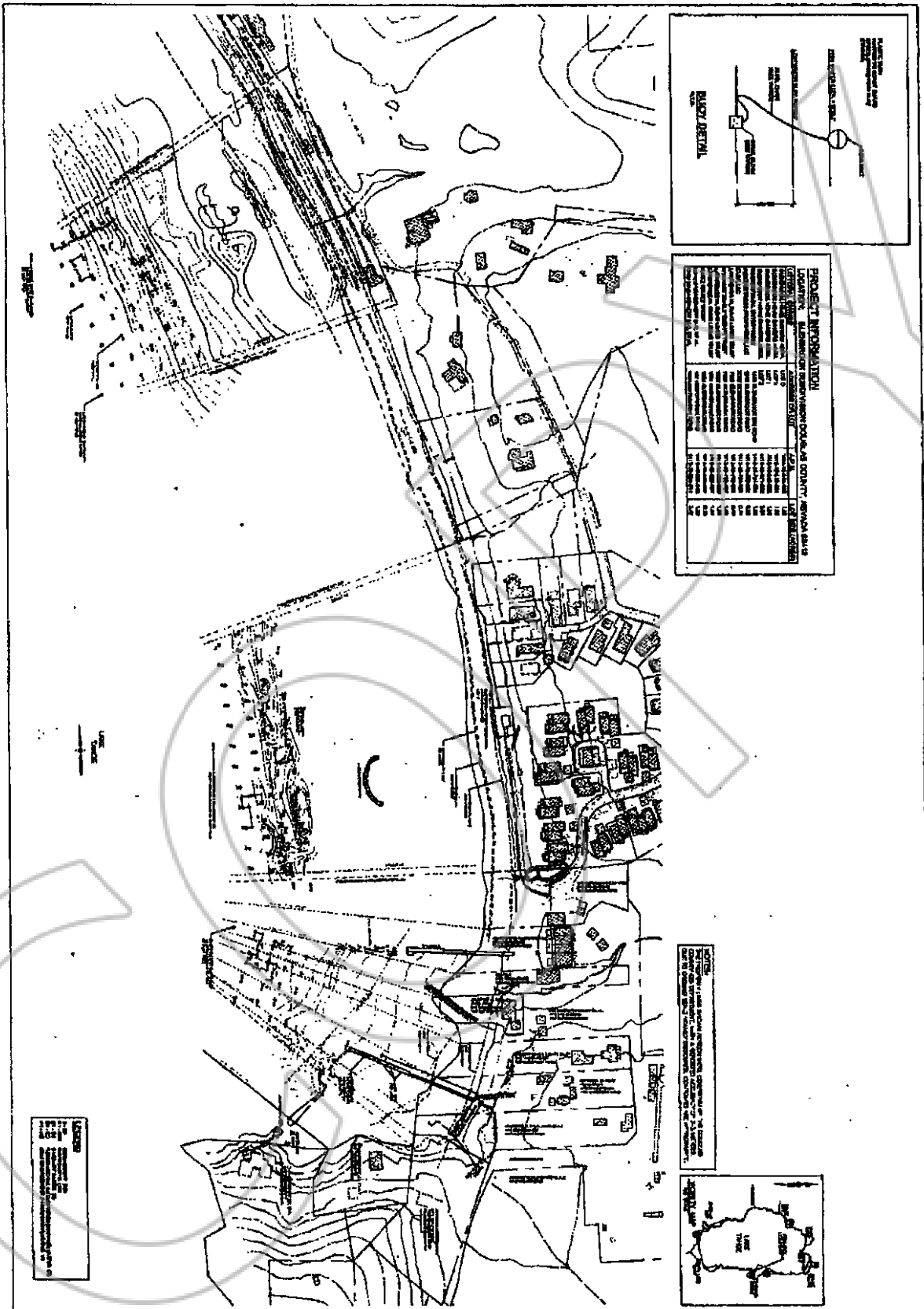


**Exhibit "A"**

**Buoy Field Map**

(see attached)





**PROJECT INFORMATION**

LOCATION:	ALBANY, NEW YORK
OWNER:	ALBANY WATER SUPPLY
DESIGNER:	...
DATE:	...
SCALE:	...
PROJECT NO.:	...
DRAWING NO.:	...
DATE OF ISSUE:	...
DATE OF REVISION:	...
REVISION:	...
BY:	...
CHECKED BY:	...
APPROVED BY:	...

THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL DATA AND INFORMATION PROVIDED HEREON.



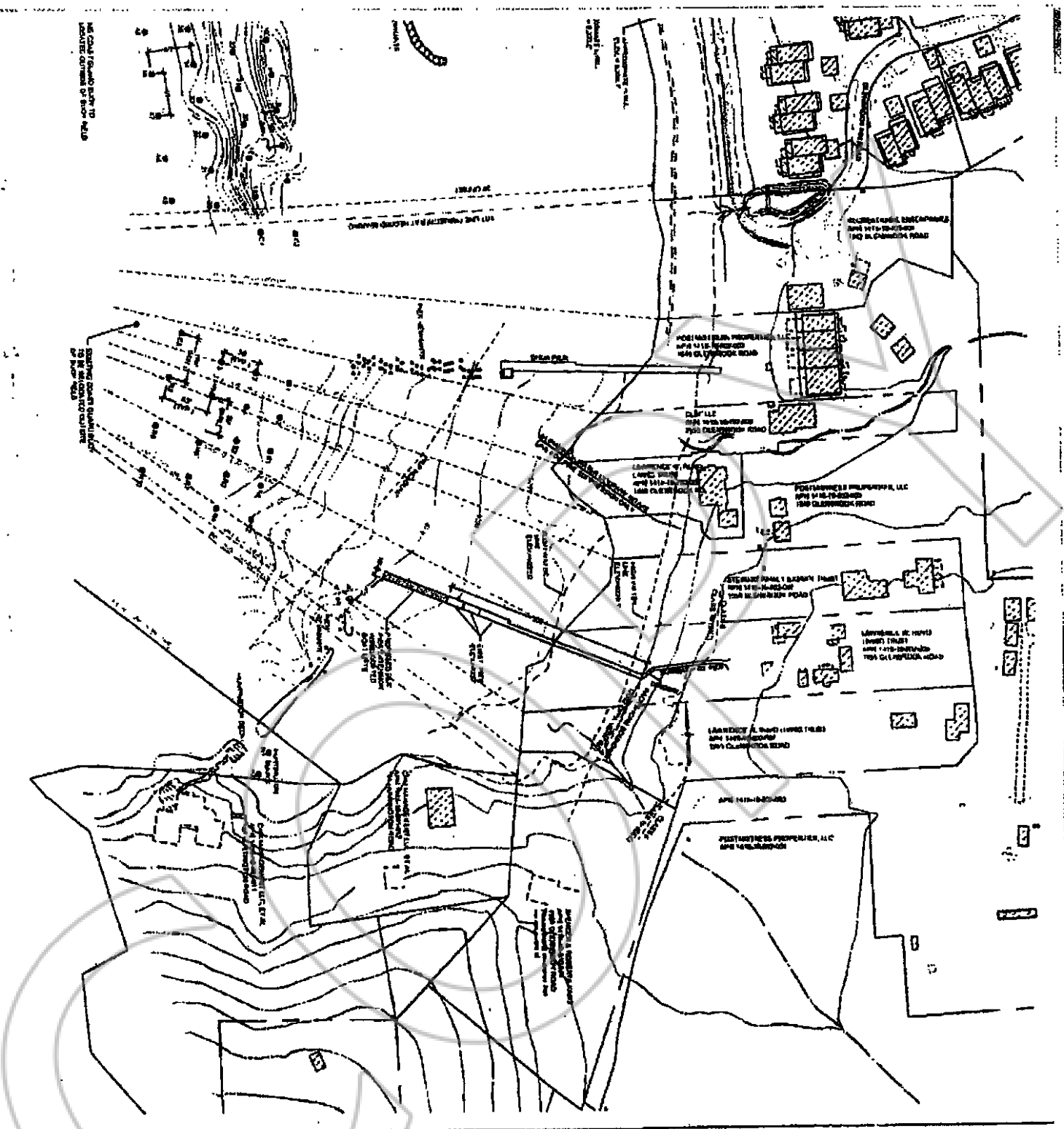
**LEGEND**

- ...
- ...
- ...
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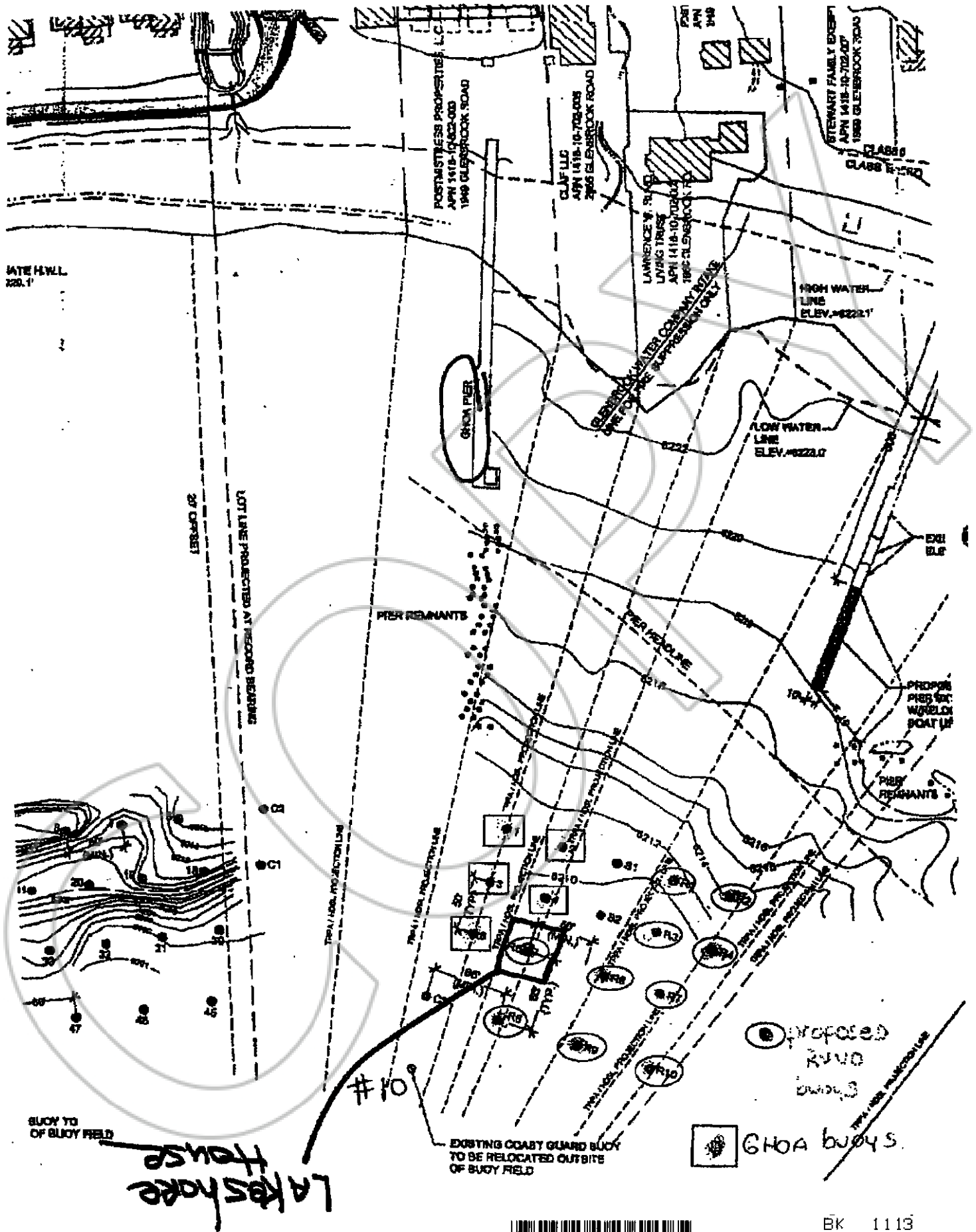
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ENGR. Rev. of al.  
 DOUGLAS COUNTY, GLENBROOK, NY

**PROPOSED BUOY FIELD RECONFIGURATION**



**PROPOSED  
 RECONFIG**







**Exhibit "B"**

**US Army Corp of Engineers Permit**

(see attached)





**DEPARTMENT OF THE ARMY**  
**U.S. ARMY ENGINEER DISTRICT, SACRAMENTO**  
**CORPS OF ENGINEERS**  
**1325 J STREET**  
**SACRAMENTO CA 95814-2922**

REPLY TO  
ATTENTION OF

August 3, 2012

Regulatory Division (SPK-2003-25068)

Mr. Lawrence Rurvo  
8400 South Jones Boulevard  
Las Vegas, Nevada 89139

Dear Mr. Rurvo:

We are responding to your May 21, 2012, request for a Department of the Army permit for the Rurvo Buoy Relocation project. This project involves activities in waters of the United States to relocate 10 existing mooring buoys to create a more uniform buoy field to improve boating navigation and safety. The project is located in Lake Tahoe, at 1949, 1951, 1955, 1960, and 2055 Glenbrook Road, lakeward of Douglas Assessor's Parcel Numbers 1418-10-702-005, 1418-10-702-006, 1418-10-802-003, 1418-10-802-006, and 1418-10-802-007, Section 10, Township 14 North, Range 18 East, Mount Diablo Meridian, Latitude 39.0880°, Longitude -119.9401°, at Glenbrook, Douglas County, Nevada.

Based on the information you provided and the figures dated February 27, 2012, the proposed activity, resulting in permanent impacts to approximately 0.4 acres of waters of the United States, is authorized by Nationwide Permit Number 10 *Mooring Buoys*. Your work must comply with the general terms and conditions listed on the enclosed Nationwide Permit information sheets and regional conditions, and the following special conditions:

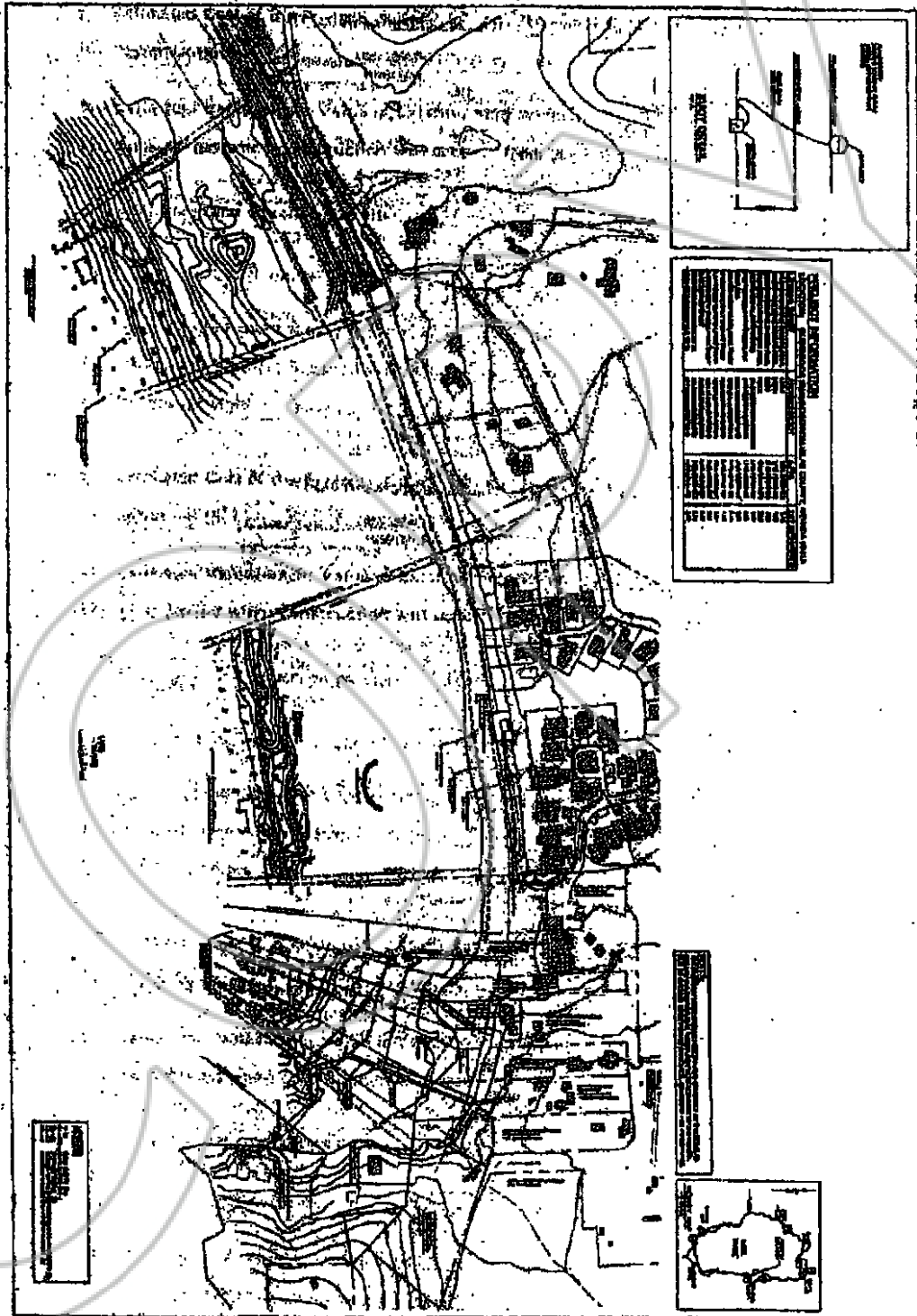
**Special Conditions**

1. The permittee shall provide copies of all appropriate State and local approvals (permits and leases) to the U.S. Army Corps of Engineers, Sacramento District, Reno Regulatory Field Office prior to commencement of construction.

You must sign the enclosed Compliance Certification and return it to this office within 30 days after completion of the authorized work.

This verification is valid for two years from the date of this letter or until the Nationwide Permit is modified, reissued, or revoked, whichever comes first. Failure to comply with the General and Regional Conditions of this Nationwide Permit, or the project-specific Special Conditions of this authorization, may result in the suspension or revocation of your authorization.

We would appreciate your feedback. At your earliest convenience, please tell us how we are doing by completing the customer survey on our website under *Customer Service Survey*.



C10

CHAS. BROWN & SONS  
DUNELAS COUNTY, GEORGIA, U.S.A.

RECONFIGURED BUOY FIELD  
RECONFIGURATION





## COMPLIANCE CERTIFICATION

**Permit File Number:** SPK-2003-25068

**Nationwide Permit Number:** 10 *Mooring Buoys*

**Permittee:** Mr. Lawrence Ruvo  
3400 South Jones Boulevard  
Las Vegas, Nevada 89139

**County:** Douglas

**Date of Verification:** August 3, 2012

Within 30 days after completion of the activity authorized by this permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers  
Sacramento District  
Reno Regulatory Field Office  
300 Booth Street, Room 3050  
Reno, Nevada 89509  
*DLL-CESPK-RD-Compliance@usace.army.mil*

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the terms and conditions of the permit your authorization may be suspended, modified, or revoked. If you have any questions about this certification, please contact the U.S. Army Corps of Engineers.

\*\*\*\*\*

*I hereby certify that the work authorized by the above-referenced permit, including all the required mitigation, was completed in accordance with the terms and conditions of the permit verification.*

\_\_\_\_\_  
Signature of Permittee

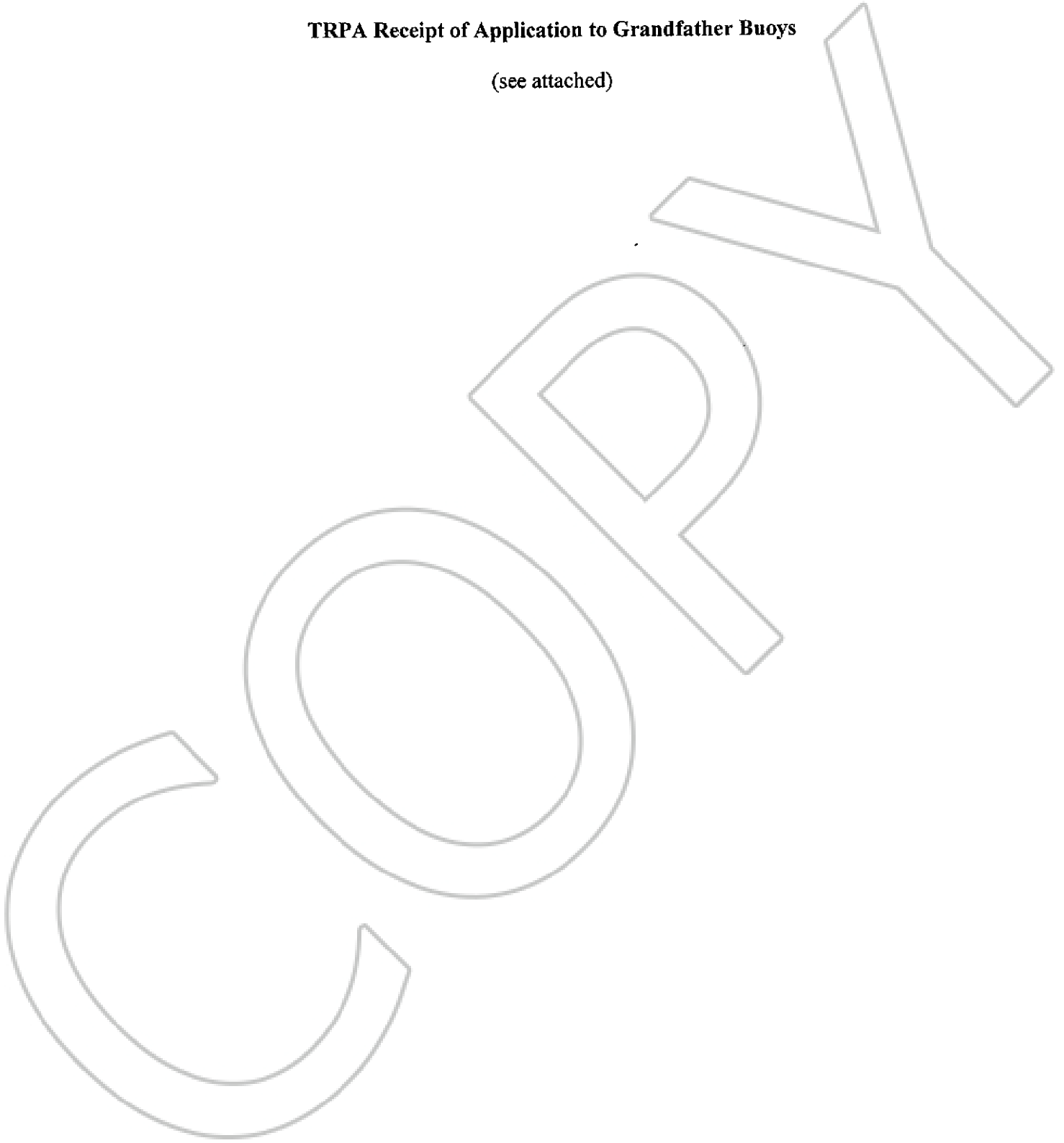
\_\_\_\_\_  
Date



**Exhibit "C"**

**TRPA Receipt of Application to Grandfather Buoys**

(see attached)





128 Market Street  
PO Box 5310 3080 N. Lake Blvd.  
Stateline, NV 89449 Tahoe City, CA 96145  
(775) 588-4547

Basin Strategies  
P.O. Box 11945  
Zephyr Cove, NV 89448

**TAHOE REGIONAL PLANNING AGENCY**  
**PERMITS AND INSPECTIONS RECEIPT**

**THIS IS NOT A PERMIT**

This document serves only as a record of payment received for application fee.  
There is a minimum \$25.00 charge on all Insufficient Funds.

**APPLICATION DETAILS**

Date: 10/21/2009 Receipt Number: 105168

Permit Application Type: Mooring Permit  
Description of Work: 062.a. - Buoys; Floating Platforms - New  
Payment received from: Basin Strategies  
Payee address: P.O. Box 11945, Zephyr Cove, NV 89448

APN: 1418-10-702-006

Application number: MOOR2009-3399

Payment Method	Status	Check#	Comment	Amount
Check	Paid	4937		\$2,963.00

  
Cashier ID: Allen, Linda

**PAYMENT DETAILS**

Invoice No.	Assessed Fees	Fee Category	Fee Amount	Applied Amount
66336	\$1,500.00	Buoy Application Fee	\$1,500.00	\$1,500.00
66336	\$500.00	Buoy Application Fee > 3	\$500.00	\$500.00
66336	\$437.50	Buoy Renewal Fee - Private (Enforcement)	\$437.50	\$437.50
66336	\$262.50	Buoy Renewal Fee - Private (Monitoring)	\$262.50	\$262.50
66336	\$175.00	Buoy Renewal Fee - Private (Shorezone Scenic)	\$175.00	\$175.00
66336	\$88.00	I.T. Surcharge	\$88.00	\$88.00

Total Paid: \$2,963.00



STATE OF NEVADA  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
DIVISION OF STATE LANDS  
901 S. Stewart St., Ste. 5003  
Carson City, Nevada 89701-5246

THE STATE OF NEVADA, acting through the Division of State Lands pursuant to NRS 321.595 and NRS 322.100 does hereby grant a permit to:

Permit Number: 2772

Name: Lawrence Ravo Living Trust  
Mailing Address: 24 Sawgrass Court  
Las Vegas, NV 89113

Parcel Number: 1418-10-802-006

Name: Lawrence Ravo Living Trust  
Mailing Address: 24 Sawgrass Court  
Las Vegas, NV 89113

Parcel Number: 1418-10-802-007

Name: Partners Properties  
Mailing Address: 24 Sawgrass Court  
Las Vegas, NV 89113

Parcel Number: 1418-10-802-003

Name: CLAF, LLC  
Mailing Address: 8400 S. Jones Boulevard  
Las Vegas, NV 89139

Parcel Number: 1418-10-702-005

Name: Lawrence Ravo Living Trust  
Mailing Address: 24 Sawgrass Court  
Las Vegas, NV 89113

Parcel Number: 1418-10-702-006

1. The physical address in which this facility is to be located is:  
1949, 1951, 1955, 1960 & 2055 Glenbrook Road  
Glenbrook, NV

County: Douglas Waterway: Lake Tahoe  
SBC: 10 TWP: 14 NORTH RGE: 18 EAST

2. Permittee is authorized: to anchor TEN (10) single, residential-use mooring buoys to the bed of Lake Tahoe below elevation 8223.0, subject to the attached conditions and approved site plan.

3. Proof of financial responsibility in amount of: \$1,000,000.00  
has been established in the following manner:

POLICY NUMBER: 13381018-07

4. Conditions for permit approval: SEE ATTACHED CONDITIONS

5. NOTICE: A permit given by the Division of State Lands does not give any property rights in real estate or material nor does it obviate the necessity of obtaining federal, local or regional assent to the work authorized.

Permit Number 2772

6. NOTICE: A permit given by the Division of State Lands does not relieve the Permittee from the acquisition of all local, regional, state and federal permits and approvals as required by law.

7. NOTICE: The public shall not be denied reasonable access to or the use of any State Lands.

PERMIT TERM: (8) YEARS

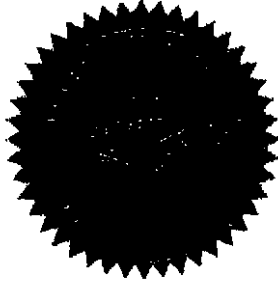
Beginning: Friday, April 27, 2012

Ending: Wednesday, April 26, 2017 unless sooner terminated as provided.

ANNUAL FEE RATE: \$300.00

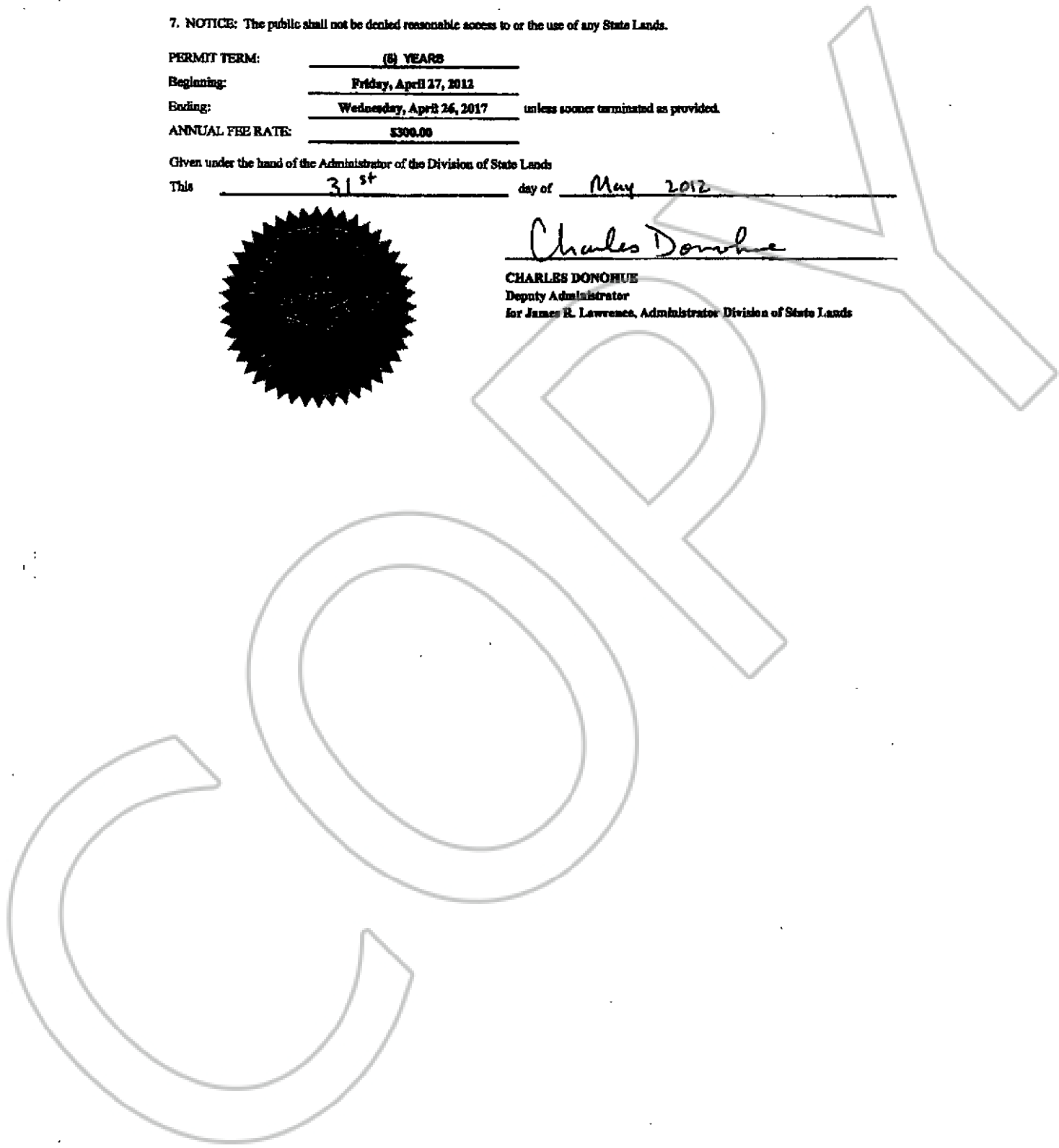
Given under the hand of the Administrator of the Division of State Lands

This 31<sup>st</sup> day of May 2012



*Charles Donohue*

**CHARLES DONOHUE**  
Deputy Administrator  
for James B. Lawrence, Administrator Division of State Lands



Permit Number 2772

## Permit Conditions

1. The Permittees understand and agree that this permit shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.
2. The Permittees understand and agree that in the event any action is filed in relation to this permit, the unsuccessful party shall pay to the successful party, in addition to all sums either party may be called upon to pay, a reasonable sum for the successful party's attorney's fees. Any lawsuit brought to resolve a dispute arising from this permit must be brought either in the county where the permitted structures are located or in Carson City, Nevada.
3. The Permittees understand and agree that the failure of the State of Nevada, acting through the Division of State Lands, to insist upon strict performance of any of the conditions, covenants and agreements pertaining to this permit or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such conditions, covenants and agreements.
4. The Permittees understand and agree that the State of Nevada, acting through the Division of State Lands, will not waive and intends to assert all available immunities and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41.
5. The Permittees understand and agree that the TEN (10) single, residential-use mooring buoys in Lake Tahoe below elevation 6223.0 are being authorized to be located lakeward of FIVE (5) Douglas County APNs: 1418-10-802-006, 1418-10-802-007, 1418-10-702-005, 1418-10-702-006 and 1418-10-802-003. Per NAC 445A.048, buoys must be located in an area not closer than TWENTY (20) feet from each adjacent property line extended lakeward at a right angle to the shore according to the attached approved site plan.
6. The Permittees understand and agree that TWO (2) affected adjacent property owners at Douglas County APNs 1418-10-702-007 and 1418-10-810-024 have granted written consent to the Permittees to place buoys within the TWENTY (20) foot property projection line setback. Per NAC 445A.048, a mooring buoy must not be placed closer than FIFTY (50) feet from another buoy.
7. Per NRS 488.257, a mooring buoy must be white in color and have a horizontal blue band around the circumference of the buoy which is at least three inches in width and centered midway between the top of the buoy and the water line. A mooring buoy which is placed within an area other than an area designated by the Commission as an anchoring or mooring area must display a quick flashing white light between sunset and sunrise. If a vessel is moored to such a buoy, only the vessel must display between sunset and sunrise a white light clearly visible in all directions.
8. The Permittees understand and agree that no rocks or other material may be moved or relocated at or around the buoy sites.
9. The Permittees understand and agree that the TEN (10) single, residential-use mooring buoys in Lake Tahoe below elevation 6223.0 feet must be maintained in good repair at all times.
10. The Permittees understand and agree that at no time will the Permittees deny the general public access to the waters of Lake Tahoe in, under, and around the TEN (10) single, residential-use mooring buoys or other structures for fishing or other recreational uses.
11. The Permittees agree to indemnify, defend, and hold harmless the State of Nevada and its agents from and against any and all liability for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with the condition or use of the premises covered herein, including any hazard, deficiency, defect or other matter, known or unknown, arising out of or in any way connected with the projects and related activities. This does not exclude the State of Nevada's right to participate in its own defense in any litigation that may arise from these authorized uses.
12. The Permittees understand and agree that the insurance coverage must remain in effect at all times as evidenced by a current and valid Certificate of Insurance and Policy Endorsement naming the State of Nevada, Division of State Lands, its officers, employees and immune contractors as defined in NRS 41.0307 provided to the Division of State Lands. If the insurance coverage expires, the Permittees shall immediately remove the TEN (10) single, residential-use mooring buoys from Lake Tahoe.
13. The Permittees understand and agree that no other structures are permitted or allowed under this permit.
14. The Permittees understand and agree that a permit from the Division of State Lands is required prior to commencement of any future changes, relocation or replacement of the TEN (10) single, residential-use mooring buoys as approved under this permit.
15. The Permittees understand and agree that the Division of State Lands is required, pursuant to NRS 322.120, to assess an annual permit fee. Should NRS 322.120 be amended or updated such that required fee amounts change, the Division of State Lands reserves the right to re-evaluate, reassess and adjust the permit fee on an annual basis accordingly. The current annual fee associated with this permit for TEN (10) single, residential-use buoys in Lake Tahoe below elevation 6223.0 is THREE HUNDRED DOLLARS (\$300.00). Said fee is to be paid on or before APRIL 26th, 2013, and on or before APRIL 26th each

Permit Number: 2772

and every year thereafter.

16. The Permittees are required to place a numbered and dated permit decal sticker, as supplied by the Division of State Lands, on the permitted buoys.

17. The Permittees understand and agree that the Department may cancel a permit for failure of the holder to comply with NAC 445A.028 to 445A.052, inclusive, or with any condition under which the permit was granted. Failure to concur with or comply with any of the conditions contained herein will cause this permit to become invalid and require the immediate removal of the TEN (10) single, residential-use buoys.

18. The Permittees understand and agree that the TEN (10) single, residential-use buoys authorized under this permit will conform with the placement depicted on the Final Site Plan approved on April 27, 2012 on file in the office of the Division of State Lands and incorporated hereto and hereby included in this authorization.

19. The Permittees understand and agree that TEN (10) single, residential-use buoys are located in close proximity to an existing drinking water line and the Glenbrook HOA fire suppression intake line. The location and relocation of any of these buoys should be coordinated with GHOA to provide sufficient separation from the existing fire and water intakes in order to prevent structural damage. As a cautionary step to ensure no impact to the water purveyor, the Permittees shall contact the water purveyor before any location and relocation activities as well as should there be a release of fuel, oil or any other potential contaminant to the drinking water supply. The water purveyor contact information is: Cameron McKay, Sierra Water Management at P.O. Box 3002, Stateline, Nevada 89449. The contact telephone number is (775) 790-0711.

19. Best Management Practices (BMPs) shall be applied and precautions shall be taken to prevent and control releases of debris, sediment, any transport of sediments, and to prevent and control turbidity in the Lake during the project activities. BMPs applicable to buoy installations and relocations, shall be utilized at the project areas in accordance with plans submitted to and approved by NDSL.

20. Disturbance to the lake bed shall be kept to a minimum.

21. There shall be no discharge of substances that would cause a violation of water quality standards of Lake Tahoe or the State of Nevada.

23. Any heavy equipment (barge, crane, etc.) to be used in the lake and shoreline areas must be steam cleaned at least once before working in Lake Tahoe or adjacent areas. All equipment shall be cleaned to ensure no contamination of invasive species (i.e. quagga mussels). All equipment shall be inspected for leaks daily prior to use. All leaks shall be repaired immediately. All equipment fueling and storage of fuels shall be conducted offsite and at least 200 feet away from the Lake.

24. If a visible sediment plume or hydrocarbon sheen results from project activities, the work shall cease and NDSL shall be notified as soon as practicable of any release. All hydrocarbon sheens or releases shall be reported to the NDEP Spill Reporting Hotline within 24 hours of occurrence at 1-888-331-6337.



**Exhibit "E"**

**TRPA Permit dated December 24, 2001- File Number 2000-0565-STD**

(see attached)



**Exhibit "D"**

**State of Nevada Division of State Lands  
Department of Conservation and Natural Resources Permit**

(see attached)

COPY

# TAHOE REGIONAL PLANNING AGENCY

555 Davis Court  
Big Lake, Nevada  
www.trpa.org

P.O. Box 1038  
Zephyr Cove, Nevada 89448-1038

(775) 598-0547  
Fax (775) 598-4527  
Email: trpa@trpa.org

## PERMIT

**PROJECT DESCRIPTION:** New Multiple-Use Pier and Four New Seasonal Buoys in Lake Tahoe

**PERMITTEES:** Edward Fahn, Lawrence Fumo, Postmistress Properties, Harvey Whittemore

**TRPA FILE NO.** 200566 **APNs:** 01-070-18, 17 and 27; 01-190-12 and 13

**COUNTY/LOCATION:** Douglas Co./1851 and 1855 Glenbrook Road (Fahn Property), Glenbrook

Having made the findings required by Agency ordinance and rules, the TRPA Governing Board approved the project on December 18, 2001, subject to the standard conditions of approval attached hereto (Attachment B) and the special conditions found in this permit.

This permit shall expire on December 18, 2004 without further notice unless the construction has commenced prior to this date and diligently pursued thereafter. Diligent pursuit is defined as completion of the project within the approved construction schedule. The expiration date shall not be extended unless the project is determined by TRPA to be the subject of legal action which delayed or rendered impossible the diligent pursuit of the permit.

**NO CONSTRUCTION OR ACTIVITY SHALL COMMENCE UNTIL ALL PRE-CONSTRUCTION CONDITIONS OF APPROVAL ARE SATISFIED AS EVIDENCED BY TRPA'S ACKNOWLEDGEMENT OF THIS PERMIT. IN ADDITION, NO CONSTRUCTION OR ACTIVITY SHALL COMMENCE UNTIL TRPA RECEIVES A COPY OF THIS PERMIT UPON WHICH THE PERMITTEES HAVE ACKNOWLEDGED RECEIPT OF THE PERMIT AND ACCEPTANCE OF THE CONTENTS OF THE PERMIT AND A TRPA PRE-CONSTRUCTION INSPECTION HAS BEEN CONDUCTED.**

[Signature]  
TRPA Executive Director/Designer

12-27-01  
Date

**PERMITTEE'S ACCEPTANCE:** I have read the permit and the conditions of approval and understand and accept them. I also understand that I am responsible for compliance with all the conditions of this permit and am responsible for my agents' and employees' compliance with the permit conditions. I also understand that if the property is sold, I remain liable for the permit conditions until or unless the new owner acknowledges the transfer of the permit and notifies TRPA in writing of such acceptance. I also understand that certain mitigation fees associated with this permit are non-refundable once paid to TRPA. I understand that it is my sole responsibility to obtain any and all required approvals from any other state, local or federal agencies that may have jurisdiction over this project whether or not they are listed in this permit.

Signatures of Permittees: \_\_\_\_\_  
Edward Fahn (APN 001-070-18 and 17)

Date \_\_\_\_\_

\_\_\_\_\_  
Lawrence Fumo (APN 001-190-15)

Date \_\_\_\_\_

[Signature]  
Postmistress Properties (APN 001-070-27)

Date 5.31.06

[Signature]  
Harvey Whittemore (APN 001-190-12)

Date 5.31.06

Planning for the Protection of our Lake and Land

RECEIVED

JUN 01 2006

TAHOE REGIONAL  
PLANNING AGENCY