

Doc Number: **0833347**

11/04/2013 03:24 PM

OFFICIAL RECORDS

Requested By:

TSI TITLE & ESCROW

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 11 Fee: \$ 24.00

Bk: 1113 Pg: 876



Deputy - sg

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

Recording requested by and
after recording, return to:

Lawrence Wayne Ruvo
24 Sawgrass Court
Las Vegas, Nevada 89113

COOPERATION AGREEMENT

This COOPERATION AGREEMENT ("Agreement") is made this 4 day of ~~October~~ ^{November}, 2013, by
and between the following parties:

CLAF, LLC, a Nevada limited liability company ("CLAF"), of 24 Sawgrass Court, Las Vegas,
Nevada 89113;

Lawrence Wayne Ruvo, Trustee of the Lawrence Wayne Ruvo Living Trust, 1989 U/A/D/
10/11/89 ("Trust"), of 24 Sawgrass Court, Las Vegas, Nevada 89113;

Postmistress Properties L.L.C., a Nevada limited liability company ("Postmistress"), of 24
Sawgrass Court, Las Vegas, Nevada 89113; and,

TLSH INVESTMENTS LLC, a Nevada limited liability company ("TLSH"), of 4322 N.E. 23rd
Avenue, Fort Lauderdale, Florida 33308.

CLAF, Postmistress and Trust are hereinafter collectively called "Ruvo."

TLSH, CLAF, Postmistress and Trust are hereinafter collectively called the "Parties" and
each singularly is referred to as a "Party."

RECITALS

1. CLAF is the owner of certain 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 # 432017, Book 1013 Page 275A ("BLA Map"), more particularly
described as follows: See Exhibit "A" attached hereto and made a part hereof
("the Lakeshore House").

2. 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.
3. 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.
4. Ruvo and/or its predecessors in interest to the properties described above have signed and caused to be recorded the following instruments
 - a. DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS By and Between The Glenbrook Homeowners Association and the Ruvo Parties, dated August 21, 2013, and recorded September 9, 2013, in Book 913, Page 1527, Document # 630256f Douglas County Records;
 - b. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS PROJECT AREA FOR DENSITY CALCULATIONS, recorded May 12, 2011, in Book 0511, Page 2114, Document # 0783129 of Douglas County Records;
 - c. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS PROJECT AREA AND COVERAGE CALCULATION, recorded January 15, 1999, in Book 0199, Page 2735, Document # 0458821 of Douglas County Records;
 - d. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS CONSOLIDATING PARCELS FOR SHOREZONE USES, recorded on June 1, 2006, in Book 0606, Page 00228 as Document # 0676369 of Douglas County Records;
5. Ruvo and TLSH have signed and caused to be recorded a certain BUOY USE AND MAINTENANCE AGREEMENT, of even date herewith which will be recorded concurrently herewith in the office of the Douglas County Recorder.
6. This Agreement is being executed in connection with TLSH's acquisition of the Lakeshore House from CLAF. The grant, bargain, and sale deed ("Deed"), of even date herewith, by which CLAF (as Grantor) has conveyed or will convey the Lakeshore House to TLSH (as Grantee) provides, among other things, certain

reservations, easements, covenants, conditions, and restrictions as set forth therein. Capitalized terms used but not defined herein shall have the meanings set forth in the Deed.

7. This Agreement is intended to assure reasonable and good faith cooperation between and among the Parties and their successors in interest to the properties described herein in regard to any future project application to the Tahoe Regional Planning Agency and its successor agencies ("TRPA") and other agency permit applications that triggers project area calculations or other project area considerations by TRPA or any other agencies having jurisdiction over the subject matter hereof such that TRPA and/or such agencies require the signatures of the owners of two or more of said properties as a requirement of project review or project approval.

AGREEMENT

1. **Cooperation.** TLSH hereby acknowledges and agrees that pursuant to the various recorded instruments listed above, the Lakeshore House is tied to other properties for various land and shorezone preservation purposes, including, without limitation, for: (1) density calculations, and/or (2) land coverage calculations and/or (3) shorezone uses. Thus, the Parties hereby agree to cooperate with one another in order to address or rectify any issues related to the foregoing matters upon the reasonable request of any Party.
2. **Consents to Buoy Permitting.** TLSH and all future owners of the Lakeshore House hereby grant and will continue to grant all consents necessary or otherwise reasonably requested by Ruvo, including the execution and delivery upon the request by Ruvo of any consents, and/or documents that may be reasonably requested or otherwise required for Ruvo to apply for, obtain, and/or renew all relevant permits and approvals to maintain, repair, reconstruct, modify and/or expand the Buoy field for so long as Ruvo continues to own any part of or have any ownership interest in any of the Buoys.
3. **Consents to Pier, Boating Facility, and Shorezone Use Permitting.** TLSH and all future owners of the Lakeshore House hereby grant and will continue to grant all consents necessary or otherwise reasonably requested by Ruvo, including the execution and delivery upon the request by Ruvo of any consents, and/or documents that may be reasonably requested or otherwise required for Ruvo to apply for, obtain, and/or renew all relevant permits and approvals to maintain, repair, reconstruct, modify and/or expand the Pier, boatlifts, and/or Buoys and

shorezone uses for so long as Ruvo continues to own any part of or have any ownership interest in the Pier, boatlifts, and/or Buoys.

4. **Consents to Pier, Boatlift, Buoys, and Shorezone Operation.** TLSH and all future owners of the Lakeshore House hereby consent, and will at all times in the future consent to Ruvo's operation of, interest in, and ownership of the Pier, boatlifts, and/or any of the Buoys, for so long as Ruvo continues to own any part of or have any ownership interest in the Pier and/or any of the Buoys.
5. **Execution of Future Documents.** In order to facilitate and assure Ruvo's continued and uninterrupted operation of the Pier and Buoys, TLSH and all future owners of the Lakeshore House will execute, acknowledge and deliver upon request by Ruvo of any consents, and/or other documents that may be reasonably requested or otherwise required by Ruvo to apply for, obtain, or renew all relevant permits and approvals to maintain, repair, reconstruct, modify and/or expand the Pier, boatlifts, and/or any of the Buoys, and shorezone uses.
6. **Future Projects.** The Parties hereby declare that, in the case of any future project application with respect to any parcel of property described herein that triggers project area calculations or other project area considerations by TRPA such that TRPA or any other agencies having jurisdiction over the subject matter hereof or their respective successors requires the signatures of the owners of two or more of said properties as a condition or requirement of project review or project approval, each Party and its successors in title to its property described herein agrees that it shall execute, acknowledge and deliver each and every reasonable and good faith TRPA or other agency permit application tendered by one of the other Parties seeking development or other planning objectives allowed or reasonably contemplated by applicable planning rules and regulations, and further agrees that any such consent will not be unreasonably withheld. Consents shall be given on behalf of projects that are demonstrated to be consistent with the restrictions and reservations contained in the Deed.
7. **Deed Reservation.** As referenced in Recital 6 above, the Deed from CLAF (as Grantor) to TLSH (as Grantee) provides, among other things, certain reservations, easements, covenants, conditions, and restrictions as set forth therein. CLAF has accordingly reserved, among other things, certain rights in a Pier, Coverage and Unit of residential use as set forth in the Deed. Without limiting the foregoing reservations, TLSH hereby acknowledges and agrees that

the Coverage and the Unit have been or will be conveyed to Ruvo or a third party, and therefore, TLSH shall have no right, title, or interest in or to the Coverage or the Unit, except as may be expressly provided in the Deed. TLSH hereby acknowledges and agrees that should the Coverage and the Unit require TLSH to execute certain consents and/or documents to sever the Coverage and/or the Unit from the Property or otherwise assign and convey the Coverage and/or the Unit, TLSH will cooperate and execute documents in order to accomplish the severance, transfer, and/or conveyance. Furthermore, pursuant to the TRPA Code of Ordinances, the reservations contained in the Deed may result in TLSH's inability to further develop or construct further improvements upon the Property by use of the Coverage and the Unit of use unless TLSH, at its sole expense, is able to develop the Property by relocating existing land coverage and/or making improvements that do not affect land coverage.

8. **Savings Clause.** In the event that the TRPA or any other authority, organization, entity or company rejects or fails to accept or acknowledge any of CLAF's reservations contained herein or in the Deed, it shall not in any manner permit TLSH to utilize the Pier, the Unit, or the Coverage, nor shall it allow TLSH to use the Coverage or the Unit for any future construction project, nor shall it grant any rights to TLSH in the Pier, Coverage, or Unit, all of which are expressly reserved to the Ruvo Parties herein.

9. **Running with the Land.** This Agreement shall be deemed a covenant running with the land, or an equitable servitude, as the case may be, and shall be binding on each Party and each Party's assigns, and all persons acquiring or owning any interest in the properties described herein.

10. **Remedies.** In the event of an unjustified material breach of this Agreement, this Agreement may be specifically enforced, in addition to any other remedy allowed by law or equity. In the event of any such dispute, the prevailing Party shall be entitled to recover from the nonprevailing Party reasonable attorneys' fees and costs.

11. **Time.** Time is of the essence.

IN WITNESS WHEREOF, Declarants have executed this Agreement on the day and year written below.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

Lawrence Wayne Ruvo Living Trust, 1989

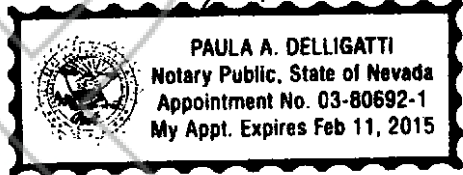
Lawrence Wayne Ruvo, Trustee

Name: Lawrence Wayne Ruvo
Title: Trustee

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
My Commission expires: 2/11/2015



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

Lawrence Wayne Ruvo, manager

Name: Lawrence Wayne Ruvo
Title: Manager

STATE OF NEVADA)
County of Clark) ss.

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

Paula A. Delligatti
Notary Public
My Commission expires: 2/11/2015





Exhibit "A"
Property

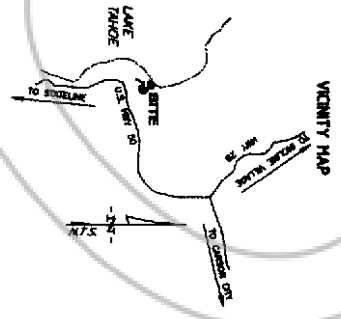
COPY

SURVEYOR'S CERTIFICATE
I, Richard W. Turner, a Professional Land Surveyor Licensed in the State of Nevada, County of Clark, do hereby certify that the foregoing plat was prepared by me or under my supervision and that I am a duly Licensed Surveyor in the State of Nevada.
I, the Surveyor, have examined the original plat and the survey data and find that the same are correct and conform to the provisions of the laws of the State of Nevada.
I, the Surveyor, have also examined the original plat and the survey data and find that the same are correct and conform to the provisions of the laws of the State of Nevada.
I, the Surveyor, have also examined the original plat and the survey data and find that the same are correct and conform to the provisions of the laws of the State of Nevada.
I, the Surveyor, have also examined the original plat and the survey data and find that the same are correct and conform to the provisions of the laws of the State of Nevada.



- REFERENCE DOCUMENTS**
- (01) METEOROLOGICAL RECORD
 - (02) PLAT NO. 1113
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- REFERENCED RECORD MAPS**
- (01) PLAT NO. 1113
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CLERK TREASURER'S CERTIFICATE
I, Richard W. Turner, do hereby certify that the foregoing plat was prepared by me or under my supervision and that I am a duly Licensed Surveyor in the State of Nevada.
I, the Surveyor, have examined the original plat and the survey data and find that the same are correct and conform to the provisions of the laws of the State of Nevada.
I, the Surveyor, have also examined the original plat and the survey data and find that the same are correct and conform to the provisions of the laws of the State of Nevada.
I, the Surveyor, have also examined the original plat and the survey data and find that the same are correct and conform to the provisions of the laws of the State of Nevada.

COMMUNITY DEVELOPMENT DEPT. CERT.
I, Richard W. Turner, do hereby certify that the foregoing plat was prepared by me or under my supervision and that I am a duly Licensed Surveyor in the State of Nevada.
I, the Surveyor, have examined the original plat and the survey data and find that the same are correct and conform to the provisions of the laws of the State of Nevada.
I, the Surveyor, have also examined the original plat and the survey data and find that the same are correct and conform to the provisions of the laws of the State of Nevada.
I, the Surveyor, have also examined the original plat and the survey data and find that the same are correct and conform to the provisions of the laws of the State of Nevada.

TADPO REGIONAL PLANNING AGENCY CERTIFICATE
I, Richard W. Turner, do hereby certify that the foregoing plat was prepared by me or under my supervision and that I am a duly Licensed Surveyor in the State of Nevada.
I, the Surveyor, have examined the original plat and the survey data and find that the same are correct and conform to the provisions of the laws of the State of Nevada.
I, the Surveyor, have also examined the original plat and the survey data and find that the same are correct and conform to the provisions of the laws of the State of Nevada.
I, the Surveyor, have also examined the original plat and the survey data and find that the same are correct and conform to the provisions of the laws of the State of Nevada.

TURNER & ASSOCIATES, INC.
LAND SURVEYING
300 N. MAIN ST., SUITE 100
LAS VEGAS, NV 89101
TEL: 702.735.4400
FAX: 702.735.4401
WWW.TURNER-SURVEYING.COM

OWNER'S CERTIFICATE
I, Richard W. Turner, do hereby certify that the foregoing plat was prepared by me or under my supervision and that I am a duly Licensed Surveyor in the State of Nevada.
I, the Surveyor, have examined the original plat and the survey data and find that the same are correct and conform to the provisions of the laws of the State of Nevada.
I, the Surveyor, have also examined the original plat and the survey data and find that the same are correct and conform to the provisions of the laws of the State of Nevada.
I, the Surveyor, have also examined the original plat and the survey data and find that the same are correct and conform to the provisions of the laws of the State of Nevada.

NOTARY STATEMENT
I, Richard W. Turner, do hereby certify that the foregoing plat was prepared by me or under my supervision and that I am a duly Licensed Surveyor in the State of Nevada.
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I, the Surveyor, have also examined the original plat and the survey data and find that the same are correct and conform to the provisions of the laws of the State of Nevada.

COUNTY RECORDER'S STATEMENT
I, Richard W. Turner, do hereby certify that the foregoing plat was prepared by me or under my supervision and that I am a duly Licensed Surveyor in the State of Nevada.
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I, the Surveyor, have also examined the original plat and the survey data and find that the same are correct and conform to the provisions of the laws of the State of Nevada.

RECORD OF SURVEY SUPPORTING A BOUNDARY LINE ADJUSTMENT
FOR
POSTBORNERS PROPERTIES, LLC
CLAF, LLC, A NEVADA LIMITED LIABILITY COMPANY BY:
JAMES W. RIND, TRUSTEE
11/4/2013

