

APN# 1318-09-810-110



KAREN ELLISON, RECORDER

Recording Requested by/Mail to:

Name: Michael K. Johnson, Esq.

Address: P.O. Box 4848

City/State/Zip: Stateline, NV 89449

Mail Tax Statements to:

Name: David and Stefani Beck

Address: 8102 Kelley Drive, Ste. C

City/State/Zip: Stockton, CA 95209

BREAKWATER AGREEMENT

Title of Document (required)

----- (Only use if applicable) -----

The undersigned hereby affirms that the document submitted for recording
DOES contain personal information as required by law: (check applicable)

Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

Judgment – NRS 17.150(4)

Military Discharge – NRS 419.020(2)

Signature

Printed Name

This document is being (re-)recorded to correct document # _____, and is correcting

BREAKWATER AGREEMENT

This BREAKWATER AGREEMENT ("Agreement") is made and entered into between Tahoe Gold Zone LLC, a Nevada Limited Liability Company ("Gold Zone") owner of real property located at 652 Lake Shore Drive, Marla Bay, Douglas County, Nevada (such property further described on Exhibit A attached hereto) and David W. And Stefani J. Beck ("Beck"), owner of real property located at 654 Lake Shore Drive, Marla Bay, Douglas County, Nevada (such property further described on Exhibit B attached hereto) (collectively, "Parties") and such Parties hereby agree as follows:

1. Nothing in this document should be construed as revoking the "RECIPROCAL AGREEMENT FOR PIER AND ADJACENT PROPERTIES", recorded in the official records of Douglas County, Nevada as Document No. 0672396 on 4/7/2006, or any part thereof, which shall remain in effect to the extent it otherwise would have been in the absence of this Agreement. Further, sections 11, 13, 19, 20, 21, 22, and 23 of the aforementioned agreement are hereby incorporated by reference as if set forth in full and such terms shall also apply to the instant Agreement.

2. In or about 2014, Beck reconstructed and reconfigured an improvement consisting primarily of stacked rocks, where the previous configuration had the effect of functioning as a breakwater for the benefit of Gold Zone, including its docking/mooring area and adjacent shoreline real property. In exchange for Gold Zone supporting Beck's permit application for such work, Beck agreed the new structure and configuration would be at least as effective as a breakwater.

3. The Parties agree that the current rock configuration is less effective as a breakwater than the previous configuration, and wish to do remedial work in accordance with those certain plans entitled "BECK JETTY REPAIR PROJECT CONSTRUCTION PLANS" ("Rock Work"), a copy of which is attached hereto as Exhibit C.

4. Beck will be responsible for all costs associated with the Rock Work including, but not limited to all costs of permitting, engineering (excluding fees charged by Reno Tahoe Geo Associates (RTGA) as further described in paragraph 5 below), work and materials.

5. While the plans attached as Exhibit C provide a certain level of detail as to how the Rock Work should be done, the Parties agree that due to site conditions and the irregular shape of rocks to be used, among other possible reasons, it is impractical to provide complete details as to all aspects of the project until the project is actually under way. Gold Zone has retained RTGA to make a determination as to whether the configuration of rocks is done in such a way that the finished project will provide at least as much protection, for any given water level, to the Gold Zone property from wave action and water currents as existed prior to 2014. RTGA shall be reasonably available to observe, inspect, and give direction during the course of the Rock Work, and shall otherwise reasonably cooperate with Beck's agents and contractors in furtherance of obtaining RTGA's project approval once it is completed.

6. RTGA has provided recommendations on a memorandum dated December 5, 2018 (Exhibit D) which provide additional recommendations for successful project completion. Additional recommendations may be necessary in the field.

7. Upon completion of the Rock Work, if RTGA determines that the finished project was completed by October 1, 2019 per its direction, is successful in sufficiently reducing the wave action and currents to pre-2014 conditions for any given water level and is consistent with the objectives and specifications of this Agreement, such approval not to be unreasonably withheld, then Gold Zone releases Beck (including Beck's agents, consultants, engineers, and contractors) for any liability caused by the 2014 work, effective on the date of such determination by RTGA, according to the terms set forth in a separate document entitled "RELEASE IN FULL OF ALL CLAIMS" signed by Gold Zone

8. Should RTGA become unavailable through no fault of Gold Zone to perform the roles set forth above, Gold Zone may select a similarly qualified engineer to perform such function.

9. It is understood that the final rock work is a semi-dynamic structure which will require periodic maintenance. Once the Rock Work is completed and RTGA approval of same obtained, any future costs associated with maintaining the Rock Work/ rock jetty shall be borne equally between the Parties set forth above or their respective successors and assigns. The Parties agree the Rock Work/jetty will be maintained in a fashion sufficient to reasonably minimize wave action and water movement on Gold Zone's property and the adjacent boat mooring/cove area and to continue to meet the criteria as set forth in ¶¶ 3, 5, 6 and 7 and Exhibits C and D. Beck grants to Gold Zone an easement for access over and across the completed Rock Work project/jetty for recreational purposes including, but not limited to, a path of ingress and egress across same to reach moored boats on or adjacent to the Gold Zone property. However, Gold Zone agrees and understands that such surface may not be uniform or smooth due to the fact it consists of irregularly shaped natural rocks.

10. Gold Zone hereby grants a temporary license to Beck (including his contractors actually performing the Rock Work) to allow Beck to transport rocks across water over the unimproved portion of Gold Zone's property or the area immediately lakeward of same. This license shall automatically expire upon project approval by RTGA as set forth in paragraph 7 above, and not later than October 1, 2019, by which time all work shall be completed. Beck agrees to defend, hold harmless and indemnify Gold Zone from any and all claims and liabilities which arise out of such activities contemplated by this Agreement, and will remove all unused or spilled rocks produced by the construction from the Gold Zone property and adjacent lake area when completed.

11. The Parties agree that this Agreement shall be recorded with the Douglas County, Nevada Recorder upon execution and shall be binding upon the Parties and their respective heirs, successors and assigns to the subject property. The remedy of specific performance shall be

applied to enforce any party's rights hereunder, in addition to any other remedy at law or in equity.

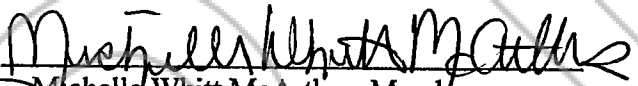
Dated: 6/13/19

TAHOE GOLD ZONE LLC

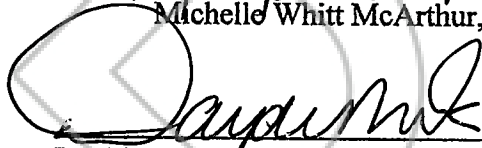
By: 
C. Kevin McArthur, Member

Dated: 6-13-19

TAHOE GOLD ZONE LLC

By: 
Michelle Whitt McArthur, Member

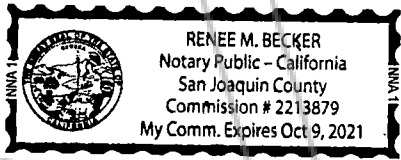
Dated: 06/10/19


David W. Beck

Dated: 06/10/19


Stefani J. Beck

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)
) ss.
COUNTY OF San Joaquin)

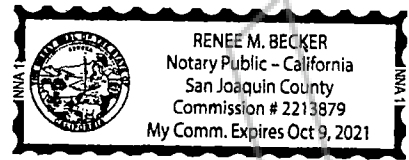
On June 10, 2019 before me, Notary Public, personally appeared Stephni J. Beck, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he (she) they executed the same in his (her) their authorized capacity(ies), and that by his (her) their signature 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 seal.

Renee M. Becker

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)
) ss.
COUNTY OF San Joaquin)

On June 10, 2019 before me, Notary Public, personally appeared DAVID W. Beck, 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 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 seal.



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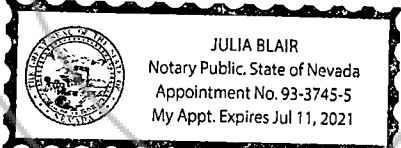
STATE OF ~~CALIFORNIA~~ ^{NEVADA})
) ss.
COUNTY OF Douglas)

On JUNE 13, 2019 before me, Notary Public, personally appeared MICHELLE WHITT MCARTER 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 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~~ ^{NEVADA} that the foregoing paragraph is true and correct.

WITNESS my hand and seal.

Julia Blair



COPY

Exhibit A

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 6, BLOCK C, ZEPHYR COVE PROPERTIES AMENDED NO. 2, DOCUMENT NO. 00267, WHICH LIES ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LAKE SHORE BLVD;

THENCE ALONG SAID RIGHT-OF-WAY LINE S 36°22'35" E, 64.00 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 6;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 6 AND THE EXTENSION THEREOF, S 20°06'18" W, 196.90 FEET, MORE OR LESS, TO THE POINT OF APPROXIMATE LOW WATER LINE OF LAKE TAHOE, AT AN ELEVATION OF 6223.0 FEET, LAKE TAHOE DATUM;

THENCE ALONG SAID APPROXIMATELY LOW WATER LINE N 45°47'09" W, 91.39 FEET, MORE OR LESS;

**THENCE N 26°00'00" E, 148.71 FEET, MORE OR LESS;
THENCE N 36°22'35" W, 62.54 FEET;
THENCE N 34°51'48" E, 50.00 FEET;
THENCE S 36°33'35" E, 65.00 FEET TO THE POINT OF BEGINNING.**

CONTAINING 0.41 ACRES, MORE OR LESS.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS IDENTICAL TO AMENDED MAP OF SUBDIVISION NO. 2 ZEPHYR COVE PROPERTIES, INC., RECORDED AS DOCUMENT NO. 00267.

THE ABOVE MENTIONED APPROXIMATE LOW WATER ELEVATION IS REFERENCED FROM THAT LEGAL DESCRIPTION RECORDED AS DOCUMENT NO. 0507672, DOUGLAS COUNTY, NEVADA RECORDS.

NOTE : THE ABOVE METES AND BOUND DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED AUGUST 04, 2004, IN BOOK 0804, PAGE 01268, AS INSTRUMENT NO. 620579

**APN: 1318-09-810-111
(formerly, 1318-09-810-005)**



COPY

Exhibit B

A Parcel of land located within a portion of Section 9, Township 13 North, Range 18 East, Mount Diablo Meridian, Douglas County, Nevada, Described as follows:

A Portion Lots 6 and 7 of Block C, as shown on that certain Amended Map of Subdivision No. 2 of Zephyr Cove Properties Inc., recorded August 5, 1929, as File No. 267, in the Official Records of Douglas County, Nevada, along with, per NRS 321.595, that portion of land extending lakeward to the boundary of the bed of Lake Tahoe, defined as being at the elevation of 6223 feet, Lake Tahoe Datum, more particularly described as follows:

Beginning at the Northwestern corner of Said Lot 7, Block C, said corner being on the Westerly right-of-way line of Lake Shore Blvd.,:

thence along said Westerly right-of-way line, South 36°22'35" East, 58.52 feet;
thence leaving said Westerly right-of-way line, on an existing rock wall, the following courses:

South 29°27'58" West, 1290 feet;
South 19°39'36" West, 9.65 feet;
South 30°30'34" West, 51.10 feet;
North 66°18'16" West, 10.34 feet;
South 28°36'51" West, 23.06 feet;
South 03°28'32" East, 6.82 feet;
South 42°42'57" West, 25.86 feet;

thence leaving said rock wall, South 38°08'03" West, 55.65 feet;
thence South 30°16'09" East, 9.64 feet;
thence South 59°43'51" West, 6.79 feet, more or less, to a point on the approximate Low Water Line of Lake Tahoe, at an elevation of 6223 feet, Lake Tahoe Datum;
thence along said approximate Low Water Line, North 45°47'09" West, 62.55 feet to the point of intersection of said approximate Low Water Line with the Southwesterly prolongation of the Westerly line of said Lot 7;
thence along said prolonged line, North 34°51'48" East, 203.52 feet to THE POINT OF BEGINNING.

The basis of bearing of this description is North 84°45'00" West along the Southerly right-of-way line of Lake Shore Boulevard, as shown on that certain Amended Map of Subdivision No. 2 of Zephyr Cove Properties Inc., recorded August 5, 1929, as File No. 267 in the Official Records of Douglas County, Nevada.

NOTE: The above metes and bounds description appeared previously in that certain Grant, Bargain and Sale Deed recorded in the office of the County Recorder of Douglas County, Nevada on April 7, 2006, as Document No. 672391 of Official Records.

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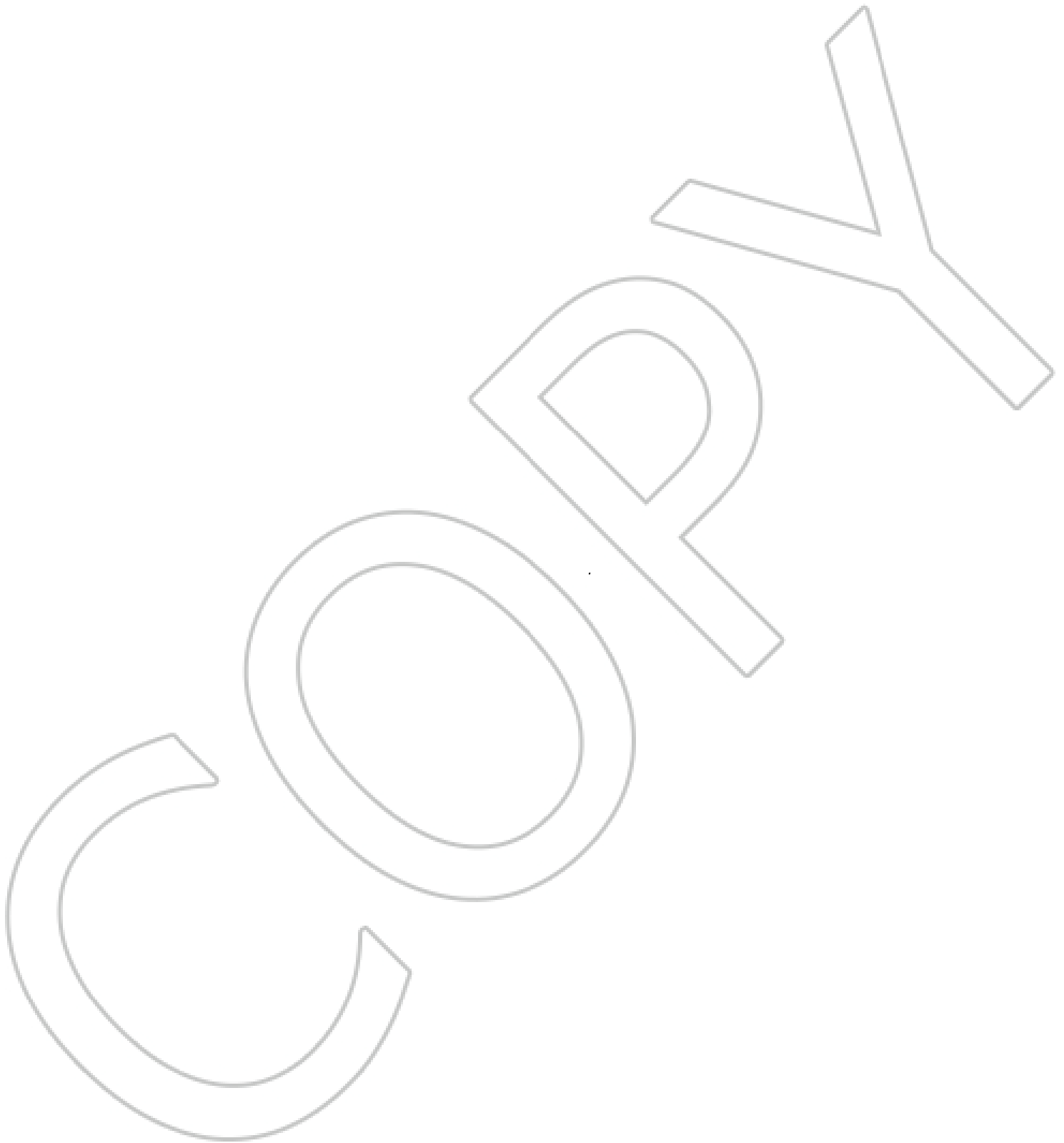


Exhibit C

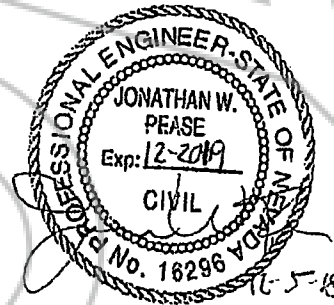
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Exhibit D

Consulting Civil Engineers
P.O. Box 18449
Reno, Nevada 89511
TEL (775) 853-9100
FAX (775) 853-9199

Memorandum

To: Kevin MacArthur, Mike Johnson
From: Jonathan Pease
Date: December 5, 2018
Project Number: 1885.001
Subject: Geotechnical Recommendations for Breakwater Repair



This memorandum memorializes various recommendations and comments on plans prepared by Ferrell Civil Engineering Inc. (FCE), including Sheet T1 dated October 26, 2018 and Sheet D1 dated November 14, 2018. These comments were generally discussed and then transmitted by e-mail to Mr. Ferrell. These comments have been updated and are modified to the extent that they may have already been addressed on the plans.

1. MDA had considered various theories why the existing rock revetment had settled and/or fallen down. One primary concern was that the rock revetments may have been founded on sand that had settled behind the previous breakwater. When the foundation sand were subject to more severe wave action and erosion, the sand moved around and the boulders tended to slip outward as the foundation materials moved. Other possibilities were that the boulders were not heavy enough, were not stacked adequately, or the overall width and slope of the new breakwater was too narrow or too steep.
 - We discussed that the foundation conditions for the breakwater should be determined to be stable, including flushing away sand if needed, or otherwise removing erodible material.
 - The FCE plans have addressed making the boulders heavier, and widening the breakwater.
 - The FCE plans have maintained the face of breakwater at 1H:1V. This is typically steeper than approved by TRPA, and may result in lower stability and/or greater wave force on the boulders.

This face slope may provide for adequate stability if rock stacking, benching, and chinking is adequate, and boulders are adequate size.

2. It appears that boulders on both faces of the breakwater and the face of revetment need to be restacked. It remains to be seen whether the boulders in the interior of these structures are adequately positioned or need restacking.
3. The following requirements for rock placement need to be considered. These are typical requirements RTGA has used for rockery walls but would also be applicable to steeply stacked breakwaters or revetments subject to strong wave action. These include:
 - Horizontal boulder contact surfaces shall slope gently (typically 5 to 15 degrees from horizontal) towards the center of the breakwater or the back of the revetment
 - Boulders shall be placed in such a manner so as to void continuous vertical or diagonal joints through multiple rock layers.
 - Each rock shall bear on two or more rocks below it, with at least three point, competent and stable contacts (e.g. two in front and one in back). The outermost point of contact between an upper and lower boulders shall be within 6 inches of the average rockery face.
 - All rocks, including base rocks, shall be placed with the longest rock dimension perpendicular to the face of the rockery wall. The second longest dimension shall be parallel to the rockery face.
 - Voids between boulders shall be minimized. Rocks with shapes that create voids with a dimension greater than 12 inches shall be placed elsewhere to obtain a better fit.
 - Voids greater than 6 inches at greater than 2 feet inside the average breakwater face shall be chinked (filled) with smaller rocks. Non-structural chinking rocks shall not be loose or able to be moved by hand after construction is complete and shall not provide bearing support for overlying boulders.
4. Based on discussion with Mr. Macarthur, the height of the breakwater and revetment needed to be raised to 6231.5 feet in a way that would reduce the amount of wave overtopping of these structures. During the most severe wind storms from the north, it is possible that waves would still overtop 6231.5 feet. FCE increased the height of the breakwater to the indicated height.



Douglas County Recorder's Office

Karen Ellison, Recorder

<http://recorder.co.douglas.nv.us>

kellison@co.douglas.nv.us

(775) 782-9027

LEGIBILITY NOTICE

The Douglas County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties right may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed, it may not reproduce a legible copy.



Signature

6/13/19

Date

Michael Johnson

Printed Name

MAILING ADDRESS: P.O. Box 218, Minden, Nevada 89423

Main phone (775) 782-9025 - FAX (775) 783-6413