

DOUGLAS COUNTY, NV

2022-986086

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ALLING & JILLSON LTD

KAREN ELLISON, RECORDER

**APN: 1318-15-101-009
1318-15-201-002**

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

ALLING & JILLSON, LTD.
P.O. Box 3390
Lake Tahoe, NV 89449-3390

Pursuant to NRS 239B.030(4), I affirm that the
Instrument contained below (or attached hereto)
does not contain the social security number of
person

BUOY USE AGREEMENT

BUOY USE AGREEMENT

THIS BUOY USE AGREEMENT (the “**Agreement**”) is made and entered into this 1st day of November, 2021, by and between THE PATRICK K. WILLIS FAMILY TRUST (“**Willis**”), and TAHIZZLE, LLC, a Nevada limited liability company (“**Tahizzle**”).

W I T N E S S E T H

WHEREAS, Willis owns that certain real property located in Douglas County, Nevada commonly known as 550 Sierra Sunset Lane, Assessor’s Parcel No. 1318-15-101-009 (the “**Willis Parcel**”);

WHEREAS, Tahizzle owns that certain real property located in Douglas County, Nevada commonly known as 540 Sierra Sunset Lane, Assessor’s Parcel No. 1318-15-201-002 (the “**Tahizzle Parcel**”); and

WHEREAS, in or around March 2012, Tahizzle and Willis’ predecessor-in-title, Sierra Sunset, LLC, entered into a Buoy Use Agreement allowing Tahizzle the use of a Sierra Sunset buoy until such buoy could be legally transferred to Tahizzle (the “**Prior Agreement**”);

WHEREAS, since March 2012, Tahizzle has made use of the buoy referenced in the Prior Agreement;

WHEREAS, Tahizzle has successfully registered the buoy with and been granted a permit for use of the buoy by the Nevada Division of State Lands (“**NDSL**”);

WHEREAS, Tahizzle has not been able to register the buoy with or receive a permit for use of the buoy from the Tahoe Regional Planning Agency (“**TRPA**”);

WHEREAS, the parties desire to enter into this Agreement to allow Tahizzle the continued use of a Willis buoy until such buoy can be legally transferred to Tahizzle by both NDSL and TRPA;

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. **Grant of License**. For the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, Willis, as owner of the Willis Parcel, grants to Tahizzle an exclusive license to use Willis’ southernmost buoy (the “**Buoy**”), as shown on Exhibit “A” attached hereto and incorporated herein by reference, subject to the terms of this Agreement
2. **Term**. The term of the License shall be from the date hereof until the Buoy is legally transferred to Tahizzle in accordance with the rules and regulations of both NDSL and TRPA.

3. Costs and Expenses. Tahizzle, as the owner of the Tahizzle Parcel, shall be solely responsible for all costs and expenses related to the Buoy, including, but not limited to: (1) fees imposed by the NDSL, TRPA, or any other regulatory agency with jurisdiction over the Buoy for permitting; (2) expenses for buoy maintenance and repair (maintenance and repair will be performed at the sole discretion of Tahizzle); and, (3) legal fees and costs associated with the legal transfer of the Buoy from the Willis Parcel to the Tahizzle parcel.

4. Best Efforts. Tahizzle will continue to use its best efforts to obtain all necessary permits from both NDSL and TRPA.

5. Indemnity. Tahizzle agrees to indemnify Willis, as the owner of the Willis Parcel, against all costs, expenses, or liability for injury to persons or damage to property on or adjacent to the Buoy, when such injury or damage shall result from, arise out of, or be attributable to the willful or grossly negligent acts of any Tahizzle, their agents, members or guests.

6. Insurance. Tahizzle shall maintain a One Million Dollars (\$1,000,000.00) general liability insurance policy for use of the Buoy by Tahizzle and its guests, and such policy shall name Willis, as the owner of the Willis Parcel as an additional insured. Tahizzle shall provide proof of such insurance to Willis, as the owner of the Willis Parcel no less than annually. Subject to Section 7 of this Agreement, this License or Easement may be terminated by Willis, as the owner of the Willis Parcel should Tahizzle fail to provide proof of insurance to the Willis, as owner of the Willis Parcel within thirty (30) days' written request for the same.

7. Default; Termination. Upon a default of Sections 5 or 6, Willis, as the owner of the Willis Parcel may commence termination of the License by providing Tahizzle with a written thirty (30) day notice of termination. Should such default remain uncured thirty (30) days after delivery of said notice, this License shall automatically terminate.

8. Agreement Running with the Land. The rights and obligations described hereinabove shall run with the land and shall be for the benefit and use of the owner of the Tahizzle Parcel and burden the owner of the Willis Parcel.

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

10. Attorneys' Fees. If any party to this Agreement commences an action against another 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 as award of a Court.

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

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

“WILLIS”

THE PATRICK K. WILLIS FAMILY TRUST

By:

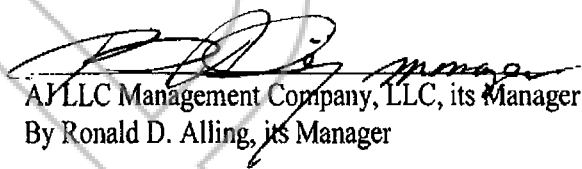


PATRICK WILLIS, TRUSTEE

“TAHIZZLE”

TAHIZZLE, LLC, A NEVADA LIMITED
LIABILITY COMPANY

By:



AJLLC Management Company, LLC, its Manager
By Ronald D. Alling, its Manager

Approved and Acknowledged:

By:

Signed in Counterpart _____
RAYMOND SIDNEY, its Member

12. Private Document. Except as expressly provided for herein, this Agreement is to remain private as between the parties hereto and their respective members, and shall not be lodged or filed with any public agency or recorded in any County office.

13. Entire Agreement. 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.

“WILLIS”

By: Signed In Counterpart
PATRICK WILLIS

“TAHIZZLE”

TAHIZZLE, LLC, A NEVADA LIMITED
LIABILITY COMPANY

By: Signed In Counterpart
AJ LLC Management Company, LLC, its
Manager By Ronald D. Alling, its Manager

Approved and Acknowledged:

By:


RAYMOND SIDNEY, its Member