

DOUGLAS COUNTY, NV      **2024-1006848**  
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\$40.00      Pgs=17      **04/19/2024 10:03 AM**  
FIRST CENTENNIAL - RENO (MAIN OFFICE)  
SHAWNYNE GARREN, RECORDER

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

WADE INVESTMENT COMPANY II, LLC  
Matthew P. Wade, CEO  
PO Box 11358  
Bakersfield, CA 93389

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**NOVATION BY AND BETWEEN  
OWNERS OF ADJACENT PROPERTIES**

This NOVATION BY AND BETWEEN OWNERS OF ADJACENT PROPERTIES (“Novation”) is entered into on this 12<sup>th</sup> day of APRIL 2024 by and between WADE INVESTMENT COMPANY II, LLC, a Delaware limited liability company (“WIC”) and TAHOE GOLD ZONE LLC, a Nevada limited liability company (“TGZ”).

**RECITALS**

WHEREAS, WIC is currently the owner of 654 Lakeshore Boulevard, Marla Bay, Douglas County, Nevada, currently Douglas County APN 1318-09-810-110, the legal description for which is attached hereto as Exhibit A (the “654 Property”); and

WHEREAS, TGZ is currently the owner of 652 Lakeshore Boulevard, Marla Bay, Douglas County, Nevada, currently Douglas County APN 1318-09-810-111, the legal description for which is attached hereto as Exhibit B (the “652 Property”); and

WHEREAS, that certain Reciprocal Agreement for Pier and Adjacent Properties was recorded against the 654 Property and the 652 Property on April 7, 2006, in Book 0406, at Page 3047, as Document No. 0672396 in the Official Records of Douglas County, Nevada (the “Original Pier Agreement”); and

WHEREAS, that certain Breakwater Agreement was recorded against the 654 Property and the 652 Property on June 14, 2019 as Document No. 2019-930423 in the Official Records of Douglas County, Nevada (the “Original Breakwater Agreement”); and

WHEREAS, by the express terms thereof, the Original Pier Agreement and the Original Breakwater Agreement were each binding upon and inured to the benefit of the heirs, successors and assigns to the 654 Property and the 652 Property, and as such, said agreements may be amended by a written document signed by the current owners of said real properties; and

WHEREAS, TGZ now owns and makes exclusive use of a pier, boat lifts, a boat house, and a floating platform adjacent to and slightly encroaching on the 652 Property in accordance with that certain Permit No. 4007 issued by the State of Nevada Department of Conservation and Natural Resources Division of State Lands (the “652 Pier”); and

WHEREAS, WIC planned, designed and caused to be constructed a pier adjacent to the 654 Property in accordance with that certain Permit No. 5473 issued by the State of Nevada Department of Conservation and Natural Resources Division of State Lands, and that certain Conditional Permit issued by the Tahoe Regional Planning Agency (“TRPA”) dated June 26, 2014, File No. ERSP2014-0070 (the “654 Pier”); and

WHEREAS, in addition to the 654 Pier, a rock jetty reconfiguration was completed on the 654 Property in accordance with plans and specifications approved by the owners of the 654 Property and 652 Property and constructed in accordance with that certain conditional permit issued by TRPA, File No. ERSP2014-0070, thereby successfully reducing wave action and currents to pre-2014 conditions for any given water level (the “Rock Jetty Reconfiguration”); and

WHEREAS, WIC and TGZ desire to substitute the rights and obligations set forth in this Novation for the rights, title, interests and obligations which were set forth in the Original Pier Agreement and the Original Breakwater Agreement, with the intent to supersede and extinguish the Original Pier Agreement and the Original Breakwater Agreement; and

WHEREAS, WIC and TGZ intend that upon the recordation of this Novation in the Official Records of Douglas County, Nevada, this Novation shall thenceforth govern and control, and that the Original Pier Agreement and the Original Breakwater Agreement shall be superseded, extinguished and removed from record title to the 654 Property and the 652 Property.

## NOVATION

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and for and in exchange of the covenants and conditions set forth in this Novation, WIC and TGZ agree as follows:

1. Acknowledgment and Incorporation of Recitals. WIC and TGZ acknowledge and agree that the above recitals are true and correct, and hereby incorporate said recitals as a part of this Novation.

2. Separate and Exclusive Ownership of Piers. The parties hereto acknowledge and agree that, (i) all rights, title and interests in and to the 654 Pier are and shall be owned and held exclusively by WIC, and (ii) all rights, title and interests in and to the 652 Pier are and shall be owned and held exclusively by TGZ, Without limiting the generality of the foregoing, it is expressly understood and agreed that WIC shall have all mooring and docking rights on the 654 Pier, and TGZ shall have all mooring and docking rights on the 652 Pier. No portion of either the 654 Pier or the 652 Pier is or shall be jointly owned or held by the parties as joint tenants.

3. Private Recreational Use Incidental to Respective Properties. It is the intention, as well as the understanding and agreement, of WIC and TGZ that, (i) the 654 Pier shall be used solely for private recreational purposes incidental to the 654 Property, and shall be restricted to the use of the owners of the 654 Property and their guests and invitees, and (ii) the 652 Pier shall be used solely for private recreational purposes incidental to the 652 Property, and shall be restricted to the use of the owners of the 652 Property and their guests and invitees.

4. Maintenance. WIC shall be solely responsible for the maintenance, repair and replacement of the 654 Pier, and TGZ shall be solely responsible for the maintenance, repair and replacement of the 652 Pier.

5. Reciprocal Access Easements. WIC and TGZ each agree to grant to the other a non-exclusive access easement over portions of their respective properties as set forth hereinbelow:

(a) WIC grants to TGZ a non-exclusive access easement over that portion of the 654 Property which is described on Exhibit C attached hereto and incorporated herein (the “654 Easement Area”). Said access easement shall permit only that amount of ambulatory ingress and egress which is reasonably necessary for TGZ’s access to and from the 652 Pier for the uses described in this Novation. WIC shall be solely responsible for the maintenance, repair and replacement of the 654 Easement Area and any improvements thereon. No obnoxious or offensive activity shall be carried on, nor shall anything be done within the 654 Easement Area which may become an annoyance or nuisance to the use of the 654 Easement Area for the purposes set forth herein. No fences or other obstructions shall be constructed on the 654 Easement Area.

(b) TGZ grants to WIC a non-exclusive access easement over that portion of the 652 Property which is described on Exhibit D attached hereto and incorporated herein (the “652 Easement Area”). Said access easement shall permit only that amount of ambulatory ingress and egress which is reasonably necessary for WIC’s access to and from the 654 Pier for the uses described in this Novation. TGZ shall be solely responsible for the maintenance, repair and replacement of the 652 Easement Area and any improvements thereon. No obnoxious or offensive activity shall be carried on, nor shall anything be done within the 652 Easement Area which may become an annoyance or nuisance to the use of the 652 Easement Area for the purposes set forth herein. No fences or other obstructions shall be constructed on the 652 Easement Area.

6. Maintenance of Rock Jetty Reconfiguration. Any future costs associated with the maintenance, repair and replacement of the Rock Jetty Reconfiguration shall be borne by WIC. The parties agree that the Rock Jetty Reconfiguration will be maintained in a condition that will continue to reduce the wave action and currents to pre-2014 conditions for any given water level, and to reasonably minimize wave action and water movement on the 652 Property and the adjacent boat mooring / cove area.

7. Term / Inurement. This Novation shall remain in force and effect perpetually, unless amended or terminated by a written amendment or termination instrument duly executed by all of the owners of the 654 Property and the 652 Property, and recorded in the Official Records of Douglas County, Nevada. This Novation shall run with the land, shall inure to the benefit of and burden the parties hereto and their respective heirs, successors and assigns during the period of their respective ownerships of the 654 Property and the 652 Property. As of the time of recordation

of this Novation, that certain Deed of Trust recorded February 26, 2021 as Document No. 2021-962693 in the Official Records of Douglas County, Nevada, and that certain Deed of Trust recorded August 10, 2022 as Document No. 2022-988312 in the Official Records of Douglas County, Nevada, exist of record title to the 654 Property, and accordingly the trustees and beneficiaries under said Deeds of Trust have consented to this Novation and subordinated the liens of said Deeds of Trust to the recordation thereof, as evidenced by the executed Consent and Subordination by Lienholder attached to this Novation. There are no other monetary liens of record against the 654 Property. There are no deeds of trust or other monetary liens of record against the 652 Property.

8. Interpretation and Governing Law. This Novation shall be governed by, and interpreted in accordance with, the laws of the State of Nevada without regard to its conflict of law principles. Each party has been represented by legal counsel and this Novation is considered to have been drafted jointly by and between the parties with advice from their legal counsel. Accordingly, any doctrine providing for construction against the drafting party shall be inapplicable. Any ambiguities in this Novation shall be interpreted in a fair and neutral manner and neither more or less strongly against either party. The Ninth Judicial District Court, in and for Douglas County, shall be the exclusive venue for any action.

9. Recording. This Novation shall be recorded in the Official Records of Douglas County, Nevada.

10. Counterpart Execution. This Novation may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

11. Attorneys' Fees. Subject to the provisions of Section 12 below, in the event any party hereto is required to retain an attorney to enforce any of the terms, conditions or provisions herein contained, the prevailing party in any action at law or in equity shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection therewith.

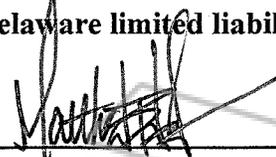
12. Mediation. The parties hereto agree to mediate in the utmost good faith any dispute or claim arising between them out of this Novation before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If any party commences an action based on a dispute or claim to which this paragraph applies without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover any attorneys' fees, even if an award thereof would otherwise have been available to that party in such action.

13. This Novation replaces and supersedes the Original Pier Agreement and the Original Breakwater Agreement. The Original Pier Agreement the Original Breakwater Agreement are hereby extinguished, superseded and removed from record title to the 654 Property and the 652 Property.

*Signatures on following page.*

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

**WIC: WADE INVESTMENT COMPANY II, LLC, a Delaware limited liability company**

By:   
Name: Matthew P. Wade  
Title: CEO

**TGZ: TAHOE GOLD ZONE LLC, a Nevada limited liability company**

By: EXECUTED IN COUNTERPART  
Name: C. Kevin McArthur, Member

By: EXECUTED IN COUNTERPART  
Name: Michelle Whitt McArthur, Member

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.

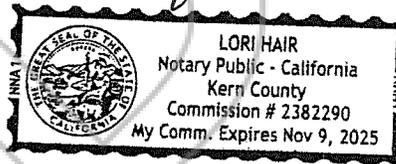
STATE OF California )  
 )ss.  
COUNTY OF Kern )

On April 12, 2024 before me, Lori Hair, Notary Public, personally appeared Matthew P. Wade, 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.

Lori Hair  
Signature



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 \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, 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 \_\_\_\_\_ that the foregoing paragraph is true and correct.

**WITNESS** my hand and official seal.

\_\_\_\_\_  
Signature

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

**WIC: WADE INVESTMENT COMPANY II,  
LLC, a Delaware limited liability company**

By: EXECUTED IN COUNTERPART  
Name: Matthew P. Wade  
Title: CEO

**TGZ: TAHOE GOLD ZONE LLC, a Nevada  
limited liability company**

By: *C. Kevin McArthur*  
Name: C. Kevin McArthur, Member

By: *Michelle Whitt McArthur*  
Name: Michelle Whitt McArthur, Member





EXHIBIT A

LEGAL DESCRIPTION OF 654 PROPERTY

A Parcel of land located within a portion of Section 9, Township 13 North, Range 18 East, M.D.B.&M., Douglas County, Nevada, described as follows:

A portion of 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, 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 Northwesterly 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 Blvd., as shown on that certain Amended Map of Subdivision No. 2, of Zephyr Cove Properties, Inc., recorded August 5, 1929, as File No. 267, 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, Official Records.

APN: 1318-09-810-110  
(formerly 1318-09-810-004)

EXHIBIT B

LEGAL DESCRIPTION OF 652 PROPERTY

A Parcel of land located within a portion of Section 9, Township 13 North, Range 18 East, M.D.B.&M., Douglas County, Nevada, described as follows:

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 bounds description appeared previously in that certain document recorded August 4, 2004, in Book 0804, Page 01268, as Instrument No. 620579.

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

EXHIBIT C

LEGAL DESCRIPTION OF 654 EASEMENT AREA

A parcel of land located within a portion of the southeast one-quarter (SE1/4) of Section 9, Township 13 North, Range 18 East, M.D.B.&M., Douglas County, Nevada, described as follows:

Commencing at the northwesterly corner of Lot 7, Block C, Amended Map of Subdivision No. 2 of Zephyr Cove Properties, Inc., recorded in Book 01, as Document No. 00267, Douglas County, Nevada Recorder's Office, said corner being on the southwesterly right-of-way line of Lake Shore Blvd.;

Thence South 34°51'48" West, 203.52 feet to the approximate low water line of Lake Tahoe;  
Thence along said approximate low water line South 45°47'09" East, 49.37 feet to THE POINT OF BEGINNING;

Thence North 59°28'42" East, 10.32 feet;  
Thence South 30°16'09" East, 12.74 feet;  
Thence South 59°43'51" West, 6.79 feet to said approximate low water line;  
Thence along said low water line North 45°47'09" West, 13.18 feet to THE POINT OF BEGINNING, containing 109 square feet, more or less;

Said land being depicted and labeled as "Pier Easement (109 SF)" on the plat attached hereto as Exhibit C-1.

Being a portion of APN 1318-09-810-110.

EXHIBIT C-1  
PLAT DEPICTING 654 EASEMENT AREA  
ATTACHED



# EXHIBIT C-1

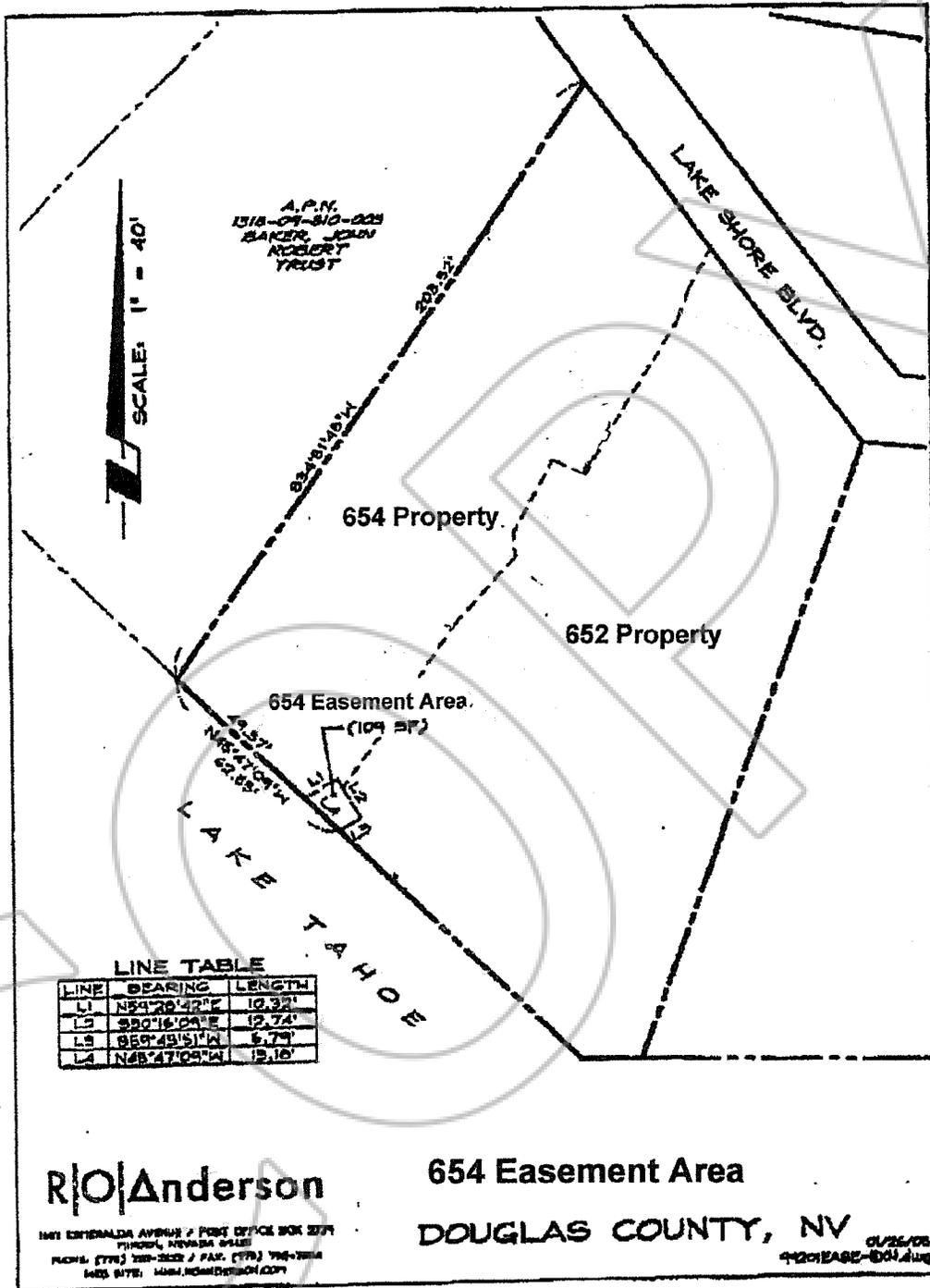


EXHIBIT D

LEGAL DESCRIPTION OF 652 EASEMENT AREA

A parcel of land located within a portion of the southeast one-quarter (SE1/4) of Section 9, Township 13 North, Range 18 East, M.D.B.&M., Douglas County, Nevada, described as follows:

Commencing at the northwesterly corner of Lot 7, Block C, Amended Map of Subdivision No. 2 of Zephyr Cove Properties, Inc., recorded in Book 01, as Document No. 00267, Douglas County, Nevada Recorder's Office, said corner being on the southwesterly right-of-way line of Lake Shore Blvd.;

Thence South 34°51'48" West, 203.52 feet to the approximate low water line of Lake Tahoe;

Thence along said approximate low water line South 45°47'09" East, 62.55 feet;

Thence North 59°43'51" East, 6.79 feet to THE POINT OF BEGINNING

Thence North 30°16'09" West, 9.64 feet;

Thence North 35°08'03" East, 11.84 feet;

Thence South 06°11'43" West, 18.12 feet to THE POINT OF BEGINNING,

containing 52 square feet, more or less;

Said land being depicted and labeled as "Pier Easement No. 2 (52 SF)" on the plat attached hereto as Exhibit D-1.

Being a portion of APN 1318-09-810-111.

EXHIBIT D-1  
PLAT DEPICTING 652 EASEMENT AREA  
ATTACHED

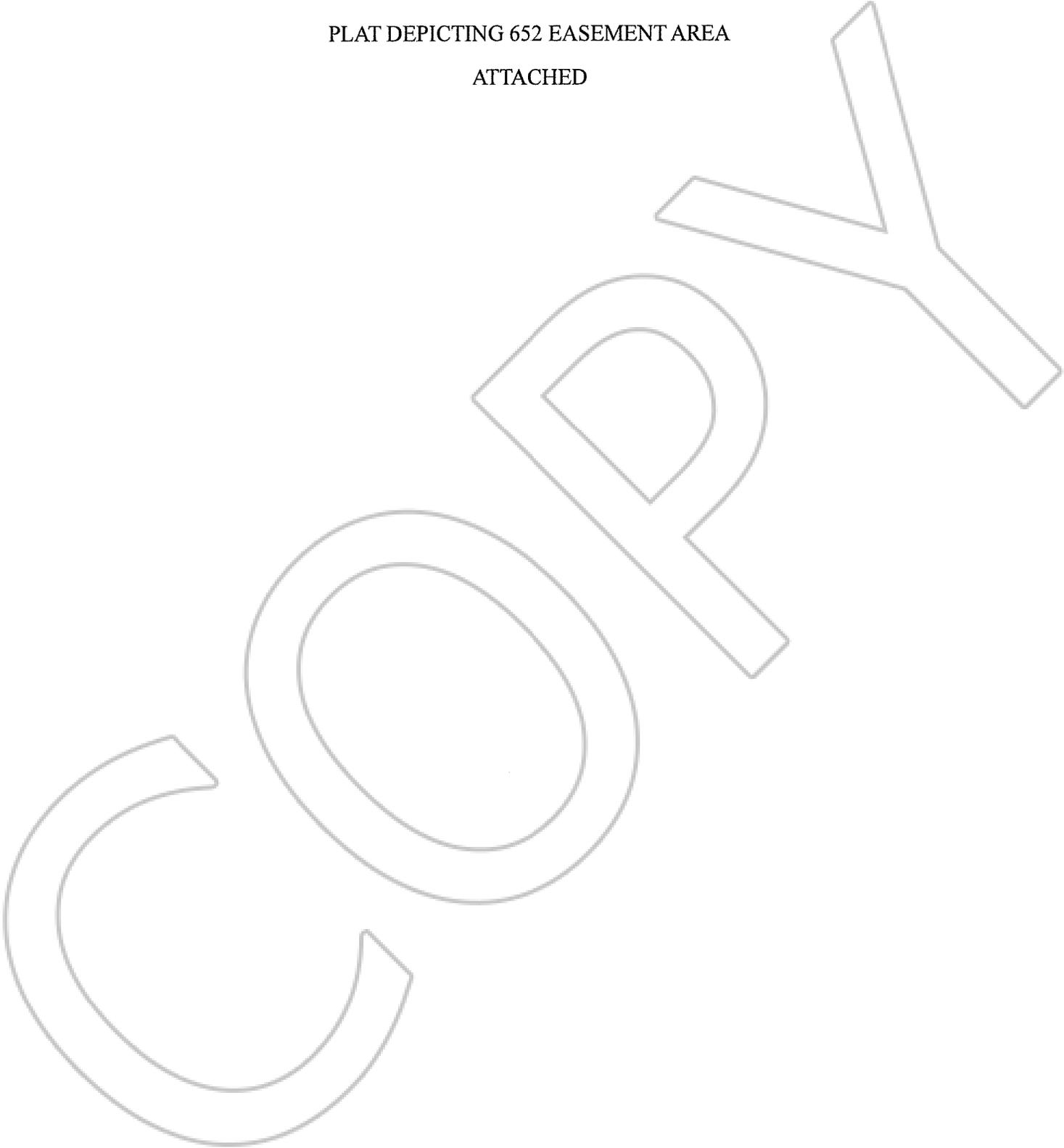


Exhibit D-1

