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**MEMORANDUM**

Date: April 24, 2014

To: TRPA Hearings Officer

From: TRPA Staff

Subject: McNamara Expansion of an existing Single-Use Pier, 2212 Lands End Drive, Douglas County, Nevada, Assessor's Parcel Number (APN) 1418-03-401-015, TRPA File Number ERSP2012-0706

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**Proposed Action:** Hearings Officer action on the proposed project and related findings based on this staff summary and the attached draft permit (Attachment B). The required actions and recommended conditions are outlined in Section F of this Staff Summary.

**Staff Recommendation:** Staff Recommends that the Hearings Officer make the required findings and approve the proposed project subject to the special conditions in the draft permit (attached).

**Project Description:** This is a proposal for the replacement and expansion of a legally existing single-use pier located at the north end of Glenbrook, Douglas County. The existing pier length will be expanded from 73 feet to 233 feet. The pier expansion will extend over an existing rock breakwater, but will not exceed the allowable pier deck height of 6232 Lake Tahoe Datum. The additional pier length is necessary in order to reach navigable water. The new pier will be 6 feet in width and the pier head will be 10 feet wide. The upgraded pier will also use a single pile design with a double pile configuration at the pier head. The pier is designed to accommodate a 3 foot wide by 45 foot long adjustable catwalk. The pier deck will use 'Trex' decking and will be installed with low intensity lights. No boatlifts are being proposed as part of this project.

There will be no modifications to the existing breakwater to accommodate the expanded pier. However due to the increase in lake bed disturbance as a result of the addition of 10 new pier piles, a total of 16 square feet of new fish habitat in the form of a rock stack will be placed lakeward of the rock jetty as mitigation. The expanded pier will also result in an increase of 200 square feet of additional visible mass which will be mitigated in the upland portion of the parcel at a ratio of 1:1.5. All work associated with the removal of the old pier, and installation of the new structures will be conducted from a barge.

Finally as part of this project, 226 square feet of unverified coverage will be removed from the driveway as partial mitigation for excess coverage on site.

Although this project could be acted on at the staff level, the project is being brought to the Hearings Officer due to public concern that was identified during the required public notice period.

**Partial Shorezone Permitting Program:** Due to a 2010 court ruling that recalled TRPA's updated shorezone ordinances, TRPA is currently processing shorezone applications under the Partial Shorezone

Permitting Program, which limits the type of shorezone applications that TRPA can accept and process. At this time, TRPA cannot accept or process applications to permit additional boating facilities such as new piers, buoys, and boatlifts. However, the 2010 court ruling does allow TRPA to process applications for the repair, reconstruction, modification, and expansion of legally existing boating structures provided the facility would not adversely affect the environment, either individually or cumulatively. Specifically, all potential shorezone applications are screened and reviewed to ensure:

- A) There is no increase in boating capacity as there are no additional boating structures such as new piers, buoys, or boatlifts involved with this project.
- B) There is no net increase in visual mass along the shoreline due to the fact that the added visible mass of 200 square feet will be mitigated in the upland as screening for the existing residential structure at a ratio of 1:1.5 or a total of 300 square feet of additional screening.
- C) There is no increase in littoral drift impacts or increase in erosion, as the new pier extension will use using a 90%-open single-pile design which will combat the effects of erosion and littoral drift.
- D) There is no increase in the total area of Prime Fish Habitat disturbance.

In demonstrating that the pier expansion meets the Partial Permitting Program, staff has analyzed the potential environmental impacts of the proposed expansion and determined that it will not have a negative environmental impact. A discussion and analysis of the potential issues and concerns is included in the analysis section of this staff report. This project proposal is for a modification/expansion of a legally existing pier and meets the screening criterion that allows TRPA to take action on this proposal.

Site Description: The subject property is a 1.84 acre (80,738 square feet) littoral parcel currently occupied by a single-family residence, a detached garage, and a single use pier. Located lakeward of the pier at Lake Tahoe Datum 6222 is a rock jetty, approximately 110 feet in width, built sometime prior to 1970. Located on the adjacent property immediately to the west is a smaller jetty approximately 70 feet in length and running perpendicular to the shoreline. The two jetties, together, create a small harbor with 25 foot wide navigational channel located between the two.

The project site is located in Shorezone Tolerance District 3, characterized as having slopes of 30 percent with high instances of erosion, and Shorezone Tolerance District 5 characterized as having slopes between 15 to 30 percent with moderate erosion potential along the bluff areas immediately above the shoreline. Located just below the bluffs, halfway down the armored embankment, are three pines trees approximately 25 inches dbh which provide visual screening to structure(s) in the upland.

Surrounding land uses are comprised of single family residences to the west, north and east of the subject property with the adjacent property to the west having the only other pier in the immediate vicinity. There is however another property located approximately 655 feet to the west which also has a pier. The closest piers located to the east are the Glenbrook piers with are approximately a mile away. The area located lakeward of subject property has been mapped and verified by TRPA as fish feed and escape cover habitat, which borders the area identified as marginal fish habitat to the east.

Issues: The primary issues associated with the gravity wall and rock revetment include:

1. Fish Habitat: The project area is located on the border of fish feed/cover and marginal fish habitat. Any additional disturbance or loss of feed/escape fish habitat as a result of

the project will need to be mitigated at a ratio of 1:1.5 per the Partial Shorezone Permitting Program.

2. Land Use: The proposed project is located within Plan Area Statement (PAS) 058 Glenbrook, Douglas County in which piers are identified as an allowed use within the plan area. The proposed project involves the expansion of an allowed accessory structure over an existing rock jetting which could have possible adverse scenic and navigational impacts which will require mitigation.
3. Construction Methodology: Demolition and construction associated with the removal of the existing pier and the installation of the new pier could potentially cause an adverse impact to soil conditions located within Shoreline Tolerance Districts 3 and 5 which are subject to moderate to high incidences of erosion which will need to be mitigated.
4. Scenic Quality: The proposed project is located with Scenic Shoreline Unit Number 26, Cave Rock, which is currently not in attainment with the established TRPA Scenic Threshold. The pier expansion will create an additional total of 200 square feet of visible mass. In order to comply with the Partial Shorezone Permitting Program the applicant will be required to mitigate each square foot of additional visible mass created by the pier expansion at a ratio of 1:1.5.
5. Land Coverage: At present, the project site exceeds the total allowable coverage permissible under TRPA Code. The applicant shall either pay an excess coverage mitigation fee or remove excess coverage as required for excess coverage mitigation.
6. Tahoe Yellow Cress (TYC): In 2010, a TYC survey was performed by TRPA staff in the general vicinity of the proposed project site in which the presence of TYC was identified. In June 2013 TRPA conducted a subsequent TYC survey which did not discover the presence of TYC. If TYC is discovered during the construction phase of the project, the applicant must develop a preservation and monitoring plan subject to final TRPA final approval.
7. Public Comments: In 2013 prior to final staff review of the pier expansion proposal, TRPA received written comments from neighbors voicing their opposition to the project based on potential scenic and navigational impacts of the project.

#### Staff Analysis:

- A. Environmental Documentation: The applicant has completed an Initial Environmental Checklist (IEC) to assess the potential impacts of the project. No significant environmental impacts were identified; although staff has concluded that there will be some temporary impacts that when mitigated will have less than a significant effect on the environment. A copy of the completed IEC will be made available at the Hearings Officer hearing and at TRPA.
- B. Land Use: The proposed project is located within Plan Area Statement (PAS 058) Glenbrook, Douglas County in which piers are identified as an allowed use within the plan area. This project meets TRPA Code of Ordinances development and design standards and staff in its review has made all of the appropriate findings and it able to make a recommendation of approval to the Hearings Officer. The proposed project involves the expansion of an allowed accessory structure over an existing rock jetty which could have possible adverse scenic and navigational effects for adjacent property owners.
- C. Land Coverage: At present the project site exceeds the total allowable coverage permissible under TRPA Code. The property has 2,813 square feet of remaining unmitigated excess land coverage. Pursuant to Section 30.6 of the TRPA Code of Ordinances, the Permittee shall mitigate a portion or all of the excess land coverage on this property by removing coverage within the Cave Rock Hydrologic Transfer Area (3), or by submitting an excess coverage mitigation fee.
- D. Shorezone Tolerance District: The project site is located in Shorezone Tolerance District 3, characterized as having slopes of 30 percent with high instances of erosion, and Shorezone Tolerance District 5, characterized as having slopes between 15 to 30 percent with moderate erosion potential along the bluff areas immediately above the shoreline. Located just below the bluffs, halfway down the armored embankment, are three pines trees approximately 25 inches dbh which provide visual screening to structure(s) in the upland. It is anticipated that the shorezone bluff area will be impacted during construction as the bulk of the work (staging, removal of the old pier, and the construction of the new pier) will be conducted from a barge to minimize any potential land disturbance.
- F. The following is a list of the required findings as set forth in Chapters 4, 80, and 82 of the TRPA Code of Ordinances. Following each finding, agency staff has and briefly summarized the evidence on which the finding can be made.

#### Chapter 4 – Required Findings:

- (a) The project is consistent with and will not adversely affect implementation of the Regional Plan, including all applicable Goals and Policies, Plan Area Statements and maps, the Code and other TRPA plans and programs.

The proposed project is located within Plan Area Statement (PAS 058) Glenbrook, in which piers are identified as an allowed. The proposed project involves the expansion of an allowed accessory structure and is consistent with the Land Use Element of the Regional Plan. There is no evidence in the file or record showing that the proposed project will have an adverse effect on the Land Use, Transportation, Conservation, Recreation, Scenic Quality Public Service and Facilities, or Implementation sub-elements

of the Regional Plan. The project as conditioned, will not adversely affect the implementation of all applicable elements of the Regional Plan.

- (b) The project will not cause the environmental threshold carrying capacities to be exceeded.

TRPA staff has completed the "Project Review Conformance Checklist and Article V(g) Findings" in accordance with Section 4.4.2 of the TRPA Code of Ordinances and incorporates it in full to this analysis. All responses contained on said checklist indicate compliance with the environmental threshold carrying capacities. In addition, the applicant has completed an Initial Environmental Checklist (IEC), which has been incorporated in full to this analysis. No unmitigated significant environmental impacts were identified, and staff has concluded that the project will not have a significant effect on the environment. A copy of the completed checklist and IEC will be made available at the Governing Board hearing and at TRPA offices.

- (c) Wherever federal, state, or local air and water quality standards applicable for the Region, whichever are strictest, must be attained and maintained pursuant to Article V(g) of the TPRA Compact, the project meets or exceeds such standards.

The project as conditioned will not have an adverse impact on applicable air and water quality standards for the region.

2. Chapter 80 – Shorezone Findings:

- (a) Significant Harm: The project will not adversely impact littoral processes, fish spawning habitat, backshore stability, or on-shore wildlife habitat, including waterfowl nesting areas.

The proposed pier extension will not adversely impact littoral processes as the pier extension uses an open piling design that is at least 90 percent open. The proposed project is not located in an area mapped or verified as fish spawning habitat but rather in an area identified as fish feed and cover. The proposed project as designed will mitigate any potential impacts to fish feed and cover habitat by creating a 'rock stack' equal to an area of 16 square feet, which mitigates any fish feed and cover area at a ratio of 1 square foot of disturbance to 1.5 square feet of mitigation. This project will not create impacts to on-shore wildlife habitat, including waterfowl nesting areas. In addition this project will not create impacts to the backshore during construction phasing as work will be staged a barge.

- (b) Accessory Facilities: There are sufficient accessory facilities to accommodate the project.

The proposed pier expansion is an allowed accessory structure to the primary residential use and is by nature, water dependent.

- (c) Compatibility: The project is compatible with existing shorezone and lakezone uses or structures on, or in the immediate vicinity of, the littoral parcel; or that modifications of such existing uses or structures will be undertaken to assure compatibility.

The existing pier structure is a +/-73 foot long structure that extends from lake elevation 6224' lakeward to lake elevation 6231' and serves an existing single family residence. The proposal is to extend the pier to just lakeward of 6220', which is approximately 100 feet short of the TRPA pier head line, using a 90%-open single-pile design. The pier will also have a minimum of 20 foot side setbacks from either projected property line as required by code.

The pier extension will result in an additional 200 square of visible mass as seen 300 feet lakeward of high water, which will be mitigated with additional vegetative screening in the upland areas of the property at a ratio of 1:1.5.

It should be noted that while the pier meets TRPA development and design standards, neighbors to the immediate west and east of the project site have objected to the project's overall length and placement. Of primary concern to the neighbor to west is the potential that the new expansion will block navigational access to their pier when approaching from an easterly direction heading behind or the landward side of the rock jetty. The neighbors to east object to the overall length of the pier as it will create a new visual impact as seen from their property to views to the lake. Based on this input, the applicants modified their original proposal by reducing the overall length of the proposed pier by 100 feet and moving the pier closer to the western property line. In addition, the applicants have consented to enter into an indemnifying agreement allowing the use of the pier during inclement weather and times of emergency.

- (d) Use: The use proposed in the foreshore or nearshore is water dependent.

The pier expansion is located in the foreshore and nearshore of Lake Tahoe and is, by its nature, water dependent.

- (e) Hazardous Materials: Measures will be taken to prevent spills or discharges of hazardous materials.

No hazardous materials are anticipated to be used for construction of the pier. Construction equipment will be located on a barge in the lake. Emergency cleanup materials (booms, etc.) will be readily available on site.

- (f) Construction: Construction and access techniques will be used to minimize disturbance to the ground and vegetation.

All structural elements for the pier expansion will be transported to the site via barge to minimize and potential land disturbance. Steel beams and decking will be precut and treated off site to minimize noise and debris. The existing pier will be cut into manageable sections and loaded onto an amphibious barge and finally disposed of outside of the Tahoe Basin. All other material and equipment staging will be on the barge.

- (g) Navigation and Safety: The project will not adversely impact navigation or create a threat to public safety as determined by those agencies with jurisdiction over a lake's navigable waters.

The location of the proposed pier expansion will potentially affect the navigational access by the neighbor located immediately to the west. It is the neighbor's position that the pier designed to cross over the rock jetty will cut off their access to their pier when traveling from an east directly behind or on the land ward side of the rock jetty, (crossing in front of the neighbor's property as they travel from east to west). One solution to this difficulty would be to use the 25 foot wide navigational channel created by the applicant's and the neighbor's rock jetty. It is the neighbor's contention however, that the small channel between the two jetties is too dangerous due to the presence of rocks just below the water's surface and the navigational difficulty during periods of high wind. As such the applicant has crafted an indemnification agreement with the neighbor that allows them to use the applicant's pier in time of adverse weather or emergencies.

- (h) Other Agency Comments: TRPA has solicited comments from those public agencies having jurisdiction over the nearshore and foreshore and all such comments received were considered by TRPA, prior to action being taken on the project.

This project was brought before the Interagency Shorezone Review Committee on three different occasions in 2013 to discuss the design of the pier placed over the existing breakwater and its potential scenic impacts to the surrounding neighborhood. During those series of meetings, no objections to the project were raised, and Nevada State Lands and Army Corps of Engineers have issued authorizations for the project to move forward. In addition, to address written concerns brought forward by neighbors, both Nevada State Lands and TRPA expressed a willingness to meet with all concerned parties in attempt to resolve these issues. Both entities met with neighbors on two separate occasions for the purpose of developing viable solutions to the neighbor's concerns. The final outcome of these discussions was a 100 foot decrease in the proposed pier length, a shift of the pier away from the eastern property line to reduce the visual impact from the east, and the crafting of a pier use agreement in times of emergency or unfavorable weather conditions. It should be noted that the pier proposal as conditioned will meet TRPA development and design standards for a single-use. To determine if there are any further issues related to the pier expansion project, it was decided to bring the proposal to public hearing to allow for any public comment to be made a part of the official record and to be considered by the Hearing's Officer.

3. Chapter 82 – Major Structural Repair and Expansion:

- (a) The repair does not increase the extent to which the structure does not comply with the development standards.

The proposed pier expansion will not decrease the extent to which the structure will not comply with TRPA development standards. In addition, the expanded pier will not exceed TRPA length, setback, or pier deck height standards

- (b) The expansion decreases the extent to which the structure does not comply with the development standards and/or improves the ability to attain or maintain the environmental thresholds.

The existing single-use pier is an allowed use which was approved by TRPA in 1985. The proposed pier expansion will not decrease the extent to which the structure will comply with TRPA development standards.

- (c) The project complies with the requirements to install BMPs as set forth in Section 60.4.

The upland portion of the project site has gone through a BMP Compliance inspection and was issued a BMP Certificate in August 2012. Further, as a condition of final permit approval, the applicant shall install turbidity curtains to combat impacts to existing substrate and water quality.

- (d) The project complies with the design standards in Section 83.11.

The proposed pier extension complies with TRPA design, placement, color, and other standards in terms of lighting pier deck height etc. The pier will be constructed using dark gray color steel pilings and trex decking and will have a maximum pier head width of 10 feet. The pier expansion will be built in the same footprint as the existing pier and then will be extended lakeward of the high water, short of the TRPA pier headline. The proposed pier will also be set back a minimum of 20 feet from both TRPA projected property lines.

- (e) The structure has not been unserviceable for more than five years.

The existing pier has been maintained and serviceable since it was constructed.

E. Required Actions: Staff recommends that the Hearings Officer take the following actions:

- I. Approve the findings contained in Section D of this staff summary, and a finding of no significant environmental effect.
- II. Approve the project, based on the staff summary, and record evidence, subject to the conditions contained in the attached Draft TRPA Permit.

Attachments:

- A. Draft Permit
- B. Location Areal
- C. Site Plan
- D. Neighbor Comments
- E. Pier Use Agreement



Attachment A  
**Draft Permit**

PROJECT DESCRIPTION: Single Use Pier Expansion

APN: 1418-03-401-015

PERMITTEE: Tom and Karen McNamara

FILE #: ERSP2012-0706

COUNTY/LOCATION: Douglas / 2212 Lands End Drive

Having made the findings required by Agency ordinances and rules, the TRPA Governing Board approved the project on **May 1, 2014**, subject to the standard conditions of approval attached hereto (Attachments Q and S) and the special conditions found in this permit.

This permit shall expire on **May 1, 2017**, without further notice unless the construction has commenced prior to this date and diligently pursued thereafter. Commencement of construction consists of pouring concrete for a foundation and does not include grading, installation of utilities or landscaping. 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 DEMOLITION, CONSTRUCTION OR GRADING SHALL COMMENCE UNTIL:**

- (1) TRPA RECEIVES A COPY OF THIS PERMIT UPON WHICH THE PERMITTEE(S) HAS ACKNOWLEDGED RECEIPT OF THE PERMIT AND ACCEPTANCE OF THE CONTENTS OF THE PERMIT;
- (2) ALL PRE-CONSTRUCTION CONDITIONS OF APPROVAL ARE SATISFIED AS EVIDENCED BY TRPA'S ACKNOWLEDGEMENT OF THIS PERMIT;
- (3) THE PERMITTEE OBTAINS APPROPRIATE COUNTY PERMIT. TRPA'S ACKNOWLEDGEMENT MAY BE NECESSARY TO OBTAIN A COUNTY PERMIT. THE COUNTY PERMIT AND THE TRPA PERMIT ARE INDEPENDENT OF EACH OTHER AND MAY HAVE DIFFERENT EXPIRATION DATES AND RULES REGARDING EXTENSIONS; AND
- (4) A TRPA PRE-GRADING INSPECTION HAS BEEN CONDUCTED WITH THE PROPERTY OWNER AND/OR THE CONTRACTOR.

\_\_\_\_\_  
TRPA Executive Director/Designee

\_\_\_\_\_  
Date

PERMITTEES' 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 the 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.

Signature of Permittee(s) \_\_\_\_\_ Date \_\_\_\_\_

Signature of Permittee(s) \_\_\_\_\_ Date \_\_\_\_\_

(PERMIT CONTINUED ON NEXT PAGE)

AGENDA ITEM NO. V.D.

**D-R-A-F-T**

**APN 1418-03-401-015  
FILE NO. ERSP2012-0706**

Excess Coverage Mitigation Fee (1): Amount \$ \_\_\_\_\_ Posted \_\_\_\_\_ Type Paid \_\_\_\_\_ Receipt No. \_\_\_\_\_

Shorezone Mitigation Fee (2): Amount \$ 4,800 Type Paid \_\_\_\_\_ Receipt No. \_\_\_\_\_

Security Posted (2): Amount \$ 5,000 Posted \_\_\_\_\_ Type \_\_\_\_\_ Receipt No. \_\_\_\_\_

Security Administrative Fee (3): Amount \$ \_\_\_\_\_ Paid \_\_\_\_\_ Receipt No. \_\_\_\_\_

Scenic Security Posted (4): Amount \$ 5,000 Posted \_\_\_\_\_ Type \_\_\_\_\_ Receipt No. \_\_\_\_\_

Security Administrative Fee (5): Amount \$ \_\_\_\_\_ Paid \_\_\_\_\_ Receipt No. \_\_\_\_\_

Landscape Monitoring Fee (6) Amount \$ 799.08 Paid \_\_\_\_\_ Type \_\_\_\_\_ Receipt No. \_\_\_\_\_

**Notes:**

- (1) Amount to be determined. See Special Condition 3.B, below.
- (2) See Special Condition 3.C, below.
- (3) See Special Condition 3.D, below.
- (3) \$152 if a cash security is posted or \$135 if a non-cash security is posted.
- (4) See Special Condition 3.E, below.
- (5) \$152 if a cash security is posted or \$135 if a non-cash security is posted.
- (6) See Special Condition 3.F, below.

Required plans determined to be in conformance with approval: Date: \_\_\_\_\_

TRPA ACKNOWLEDGEMENT: The Permittee has complied with all pre-construction conditions of approval as of this date and is eligible for a county building permit:

\_\_\_\_\_  
TRPA Executive Director/Designee

\_\_\_\_\_  
Date

***SPECIAL CONDITIONS***

1. This permit specifically authorizes the expansion of an existing single use pier lakeward of the high water line at 2212 Lands End Drive, Douglas County. The reconstructed pier will be a total of 233 linear feet six feet in width widening to 10 feet at the pier head with a 3 foot wide by 45 foot long adjustable cat walk located on the west side of the pier. The pier will use a single piling design widening to four sets double piles for the pier head, and two double pilings for each catwalk for a total of 20 pilings. There shall be no flag poles, railings or pier caps located above the pier deck. Only low level turtle lights are authorized by this approval. Additional

**AGENDA ITEM NO. V.D.**

work will include the placement of a 4 foot by 4 foot rock stack for the creation of 16 square feet fish feed and cover habitat.

2. The Standard Conditions of Approval listed in Attachment S shall apply to this permit.
3. Prior to permit acknowledgement, the following conditions of approval must be satisfied:
  - A. The site plan shall be revised as follows:
    - (1) Notes indicating that there will be no storage of excavated material on site; and fill material will be disposed of in a TRPA approved location.
    - (2) Notes indicating that there will be no storage on construction materials or equipment on any of the beach areas.
    - (3) Include a notation indicating that no staging activity is authorized on the shoreline, and that access associated with pier demolition and construction activities shall occur from the lake by barge; and that delivery, removal, and staging of all construction equipment and materials shall occur on the barge.
    - (4) A note stating that pier pilings, structural steel and catwalk shall all be a flat dark gray, black, or other dark color consistent with the project simulations and Code Subsection 53.10.A. The decking shall be 'trex' type wood alternative and shall be dark gray in color, per color samples submitted with application materials.
    - (5) Installation and/or placement of turbidity curtain and/or caissons and erosion control fencing during removal of non-conforming structures, the existing pier, and or any other approved work. Any use of filter fabric fencing shall be anchored to the exposed lake by gravel bags or alternative a fiber roll log anchored to the lake bottom with properly installed stakes and wire. The entire length of the filter fabric fence or fiber roll log shall be in direct contact with the exposed lake substrate at all times.
    - (6) A notation that states that no new buoys or boat lifts are authorized as a part of this pier modification project.
  - B. A written construction methodology which shall include the location of construction equipment and materials staging areas and all temporary BMPs.
  - C. The subject property has 2,813 square feet of remaining unmitigated excess land coverage. Pursuant to Section 30.6 of the TRPA Code of Ordinances, the Permittee shall mitigate a portion or all of the excess land coverage on this property by removing coverage within the Cave Rock Hydrologic Transfer Area (3), or by submitting an excess coverage mitigation fee.

To calculate the amount of excess coverage to be removed (in square feet), use the following formula:

Estimated project construction cost multiplied by 0.0125, divided by 8.  
If you choose this option, please revise your final site plans and land coverage calculations to account for the permanent coverage removal.

An excess land coverage mitigation fee may be paid in lieu of permanently retiring land coverage. The excess coverage mitigation fee shall be calculated as follows:

Square footage of required coverage reduction (as determined by formula above) multiplied by the excess coverage mitigation fee of \$25.00 per square foot for projects located within the Cave Rock Hydrologic Transfer Area (3).

Please provide a construction cost estimate prepared by a licensed contractor, architect, or engineer. In no case shall the mitigation fee be less than \$200.00.

- F. Pursuant to Section 86.3 of the TRPA Code, the Permittee shall submit a shorezone mitigation fee of \$4,800.00 for the construction of 160 additional feet of pier length (assessed at \$30.00 per linear foot of additional length).
  - G. The security required under Standard Condition A.3 of Attachment S shall be \$5,000.00. Please see Attachment J, Security Procedures, for appropriate methods of posting the security and for calculation of the required security administration fee.
  - H. The Shorezone Scenic security of \$5,000 shall be required per TRPA Code of Ordinances Section 8.8. Please see Attachment J, Security Procedures, for appropriate methods of posting the security and for calculation of the required security administration fee.
  - I. The Permittee shall submit a \$799.08 scenic vegetation monitoring fee. This fee is based on a 5 year monitoring plan at a rate of \$75.00 per hour for a total two hours per year multiplied by an annual cost of living increase of 2%.
  - J. The permittee shall obtain any and all permits and permissions from the appropriate local jurisdiction including but not limited to Nevada States Lands, and the U.S. Army Corps of Engineers. The permittee shall provide a copy of said permits and/or permissions to TRPA for final review.
  - K. The Permittee shall submit three sets of final construction drawings and site plans.
4. To the maximum extent allowable by law, the Permittee agrees to indemnify, defend, and hold harmless TRPA, its Governing Board, its Planning Commission, its agents, and its employees (collectively, TRPA) from and against any and all suits, losses, damages, injuries, liabilities, and claims by any person (a) for any injury (including death) or damage to person or property or (b) to set aside, attack, void, modify, amend, or annul any actions of TRPA. The foregoing indemnity obligation applies, without limitation, to any and all suits, losses, damages, injuries, liabilities, and claims by any person from any cause whatsoever arising out of or in connection with either directly or indirectly, and in whole or in part (1) the processing, conditioning, issuance, or implementation of this permit; (2) any failure to comply with all applicable laws and regulations; or (3) the design, installation, or operation of any improvements, regardless of whether the actions or omissions are alleged to be caused by TRPA or the Permittee.

Included within the Permittee's indemnity obligation set forth herein, the Permittee agrees to pay all fees of TRPA's attorneys and all other costs and expenses of defenses as they are incurred, including reimbursement of TRPA as necessary for any and all costs and/or fees incurred by TRPA for actions arising directly or indirectly from issuance or implementation of this permit. Permittee shall also pay all costs, including attorneys' fees, incurred by TRPA to enforce this indemnification agreement. If any judgment is rendered against TRPA in any action subject to this indemnification, the Permittee shall, at its expense, satisfy and discharge the same.

5. Prior to the commencement of construction:
  - A. The Permittee shall submit a construction schedule. This schedule shall identify dates for the following: installation of temporary BMPs; the dates that construction will start; when construction slash and debris will be removed; when installation of all permanent erosion control structures will occur; and when construction will be completed. Said schedule shall include completion dates for each item of construction and demonstrating completion of any elements above the high water line of Lake Tahoe by Oct 15<sup>th</sup> of each construction season.
  - B. The Permittee shall provide a Spill Prevention Plan for the use of any hazardous materials or equipment (i.e., fuel, epoxy glue, other volatile substances, welding and torch equipment, etc.), for construction activities occurring from a barge and within the lake. The Plan shall require absorbent sheets/pads to be retained on the barge at all times. A contact list of all emergency response agencies shall be available at the project site at all times during construction.
6. The Permittee shall submit post-construction photos within 30 days of the project completion date, demonstrating any resultant impacts to scenic quality as viewed from 300 feet from shore looking landward, and the lake bottom conditions as viewed from the subject parcel.
7. All existing trees and shrubs on this parcel between the lake and the proposed residence were used to calculate the contrast rating score and shall be considered as scenic mitigation. These trees and shrubs shall not be removed or trimmed without prior TRPA written approval. Any such removal or trimming shall constitute a violation of project approval.
8. Disturbance of lake bed materials shall be kept to the minimum necessary.
9. Best practical control technology shall be employed to prevent earthen materials from being re-suspended as a result of construction activities or from being transported to adjacent lake waters.
10. The discharge of petroleum products, construction waste and litter (including sawdust), or earthen materials to the surface waters of the Lake Tahoe Basin is prohibited. All surplus construction waste materials shall be removed from the project and deposited only at approved points of disposal.

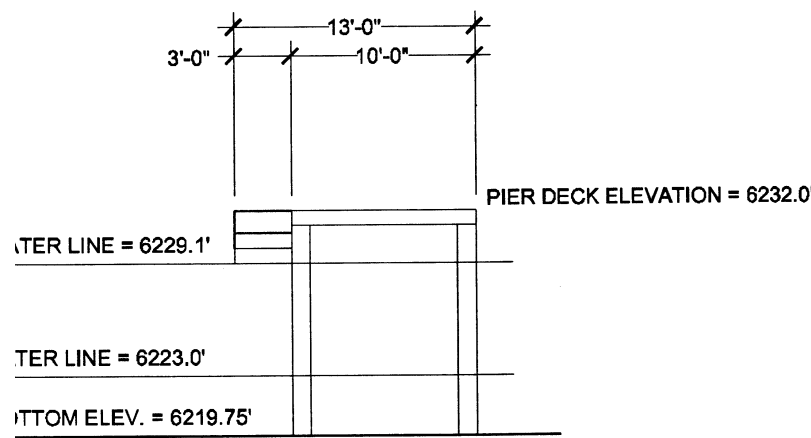
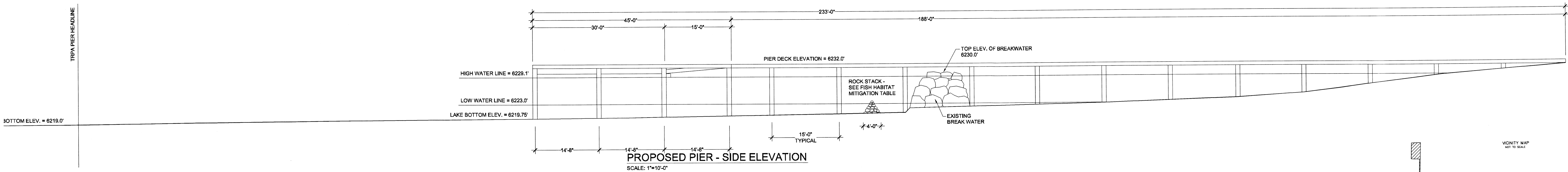
11. Gravel, cobble, or small boulders shall not be disturbed or removed to leave exposed sandy areas before, during, or after construction.
12. Any normal construction activities creating noise in excess to the TRPA noise standards shall be considered exempt from said standards provided all such work is conducted between the hours of 8:00 A.M. and 6:30 P.M.
13. For any authorized construction area landward of the high water line, the site shall be winterized in accordance with the provisions of Attachment R by October 15<sup>th</sup> of each construction season.

**END OF PERMIT**

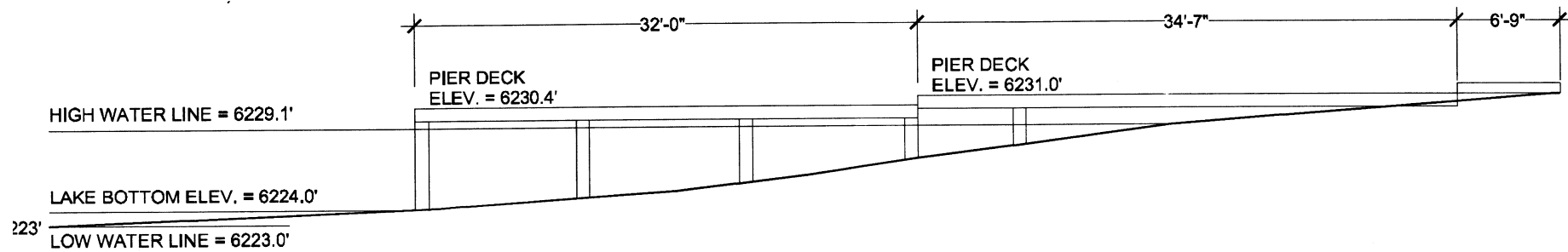




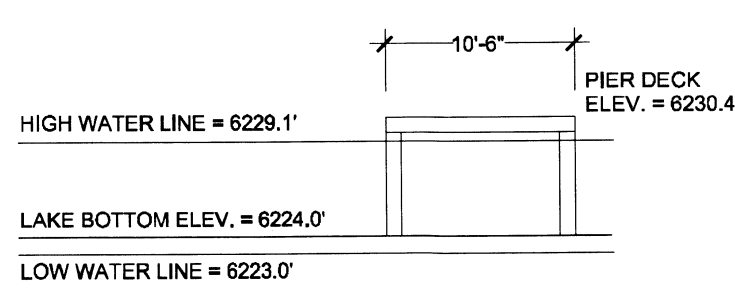




PROPOSED PIER - FRONT ELEVATION  
SCALE: 1"=10'-0"



EXISTING PIER - SIDE ELEVATION  
SCALE: 1"=10'-0"



EXISTING PIER - FRONT ELEVATION  
SCALE: 1"=10'-0"

PIER MASSING CALCULATIONS

EXISTING PIER DIMENSIONS	(FEET / IN.)	(FEET)
PIER LENGTH	73'-6"	73.50
WIDTH OF PIER HEAD AND CATWALK	10'	10.00
DECKING HEIGHT WITH JOISTS	10-3/4"	0.90
PIILINGS WIDTH (9 PIILINGS)	10-3/4"	0.90

EXISTING PIER VISUAL MASS	(SQ. FT.)
73.5' x 10' = 83.5' x 0.90' =	75.15
0.90' x 3.50' x 6 PIILINGS =	9.92
0.90' x 2.5' x 9 PIILINGS =	5.06
TOTAL	90.13

PROPOSED PIER DIMENSIONS	(FEET / IN.)	(FEET)
PIER LENGTH	233'	233.00
WIDTH OF PIER HEAD AND CATWALK	13'	13.00
DECKING HEIGHT WITH JOISTS	10'	0.83
PIILING WIDTH (20 PIILINGS)	10-3/4"	0.90

PROPOSED PIER VISUAL MASS	(SQ. FT.)
233' x 13' = 246' x 0.83' =	204.18
0.90' x 5.17' x 17 PIILINGS =	79.10
0.90' x 4.17' x 1 PIILING =	3.75
0.90' x 2.57' x 1 PIILING =	2.31
0.90' x 1.17' x 1 PIILING =	1.05
TOTAL	290.39

SQUARE FEET OF SCENIC MITIGATION REQUIRED	
290.39 SQ. FT. - 90.13 SQ. FT. =	200.26
SHORELINE UNIT 26 - NOT IN ATTAINMENT (1:1.5 REQUIRED)	
TOTAL SCENIC MITIGATION REQUIRED UPLAND:	300

SQUARE FEET OF FISH HABITAT MITIGATION REQUIRED

19 PIILINGS ADDED BELOW HIGH WATER LINE	
9 PIILINGS REMOVED BELOW HIGH WATER LINE	
ALL PIILINGS ARE: 10-3/4" DIAMETER (0.90 SQ. FT.)	
19 PIILINGS - 9 PIILINGS = 10 PIILINGS x 0.90 SQ. FT. =	9.00
MITIGATION REQUIRED AT 1.5:1 - 9.0 x 1.5 =	13.50
TOTAL FISH HABITAT MITIGATION REQUIRED (SQ. FT.):	14
ADDED ROCK STACK FOR FISH HABITAT (4' x 4' = 16')	
TOTAL FISH HABITAT ADDED (SQ. FT.):	16.00

BMP NOTES:

GRAVEL TO BE INSTALLED BENEATH ALL ABOVE GROUND DECKS  
INFILTRATION TRENCHES - REFER TO BMP CALCULATION SPREADSHEET

LAND AREA LAND CAPABILITY

80,738 SQUARE FEET (1.85 ACRES)	BACKSHORE CLASS 1a CaF CLASS 2 CaE CLASS 4 CaD	43 SF 480 SF 34 SF 4,987 SF
TOTAL BASE ALLOWABLE LAND COVERAGE		5,544 SF

VERIFIED EXISTING COVERAGE

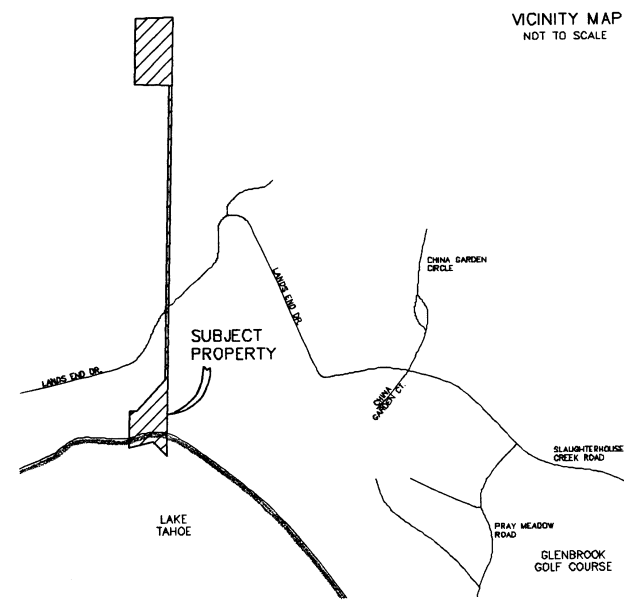
WITH 3:1 HEIGHT REDUCTION  
WHERE APPLICABLE

ON-SITE	CLASS BACKSHORE	CLASS 1a CaF	CLASS 2 CaE	CLASS 4 CaD	TOTAL
RESIDENCE	0 SF	0 SF	0 SF	1,753 SF	1,753 SF
DETACHED GARAGE	0 SF	0 SF	0 SF	334 SF	334 SF
COVERED STORAGE W/WOOD FLOOR	0 SF	0 SF	0 SF	47 SF	47 SF
UTILITY SHED	0 SF	0 SF	0 SF	9 SF	9 SF
BEACH SHED	62 SF	0 SF	0 SF	0 SF	62 SF
FRONT DECK, LANDING & STAIRS	0 SF	0 SF	0 SF	434 SF	434 SF
REAR DECK AND STAIRS	0 SF	0 SF	0 SF	596 SF	596 SF
CONCRETE WALKWAYS	0 SF	0 SF	0 SF	677 SF	677 SF
A/C DRIVE AND PARKING AREA	0 SF	0 SF	0 SF	4,288 SF	4,288 SF
WOOD WALKWAY LANDING & STAIRS	140 SF	17 SF	0 SF	0 SF	157 SF
TOTAL ON-SITE COVERAGE	202 SF	17 SF	0 SF	8,138 SF	8,357 SF

EASEMENT

CLASS BACKSHORE	CLASS 1a CaF	CLASS 2 CaE	CLASS 4 CaD	TOTAL
DETACHED GARAGE	0 SF	0 SF	0 SF	72 SF
COVERED STORAGE W/WOOD FLOOR	0 SF	0 SF	0 SF	7 SF
D.G. BEACH ACCESS PATH	27 SF	9 SF	0 SF	474 SF
TOTAL EASEMENT COVERAGE	27 SF	9 SF	0 SF	553 SF

\*NOTE: THE A/C WITHIN LANDS END DRIVE IS COUNTED AS A SEPARATE EASMENT AREA, AND NOT AS PART OF THIS PARCEL. (250 SF)



PROPOSED COVERAGE

WITH 3:1 HEIGHT REDUCTION  
WHERE APPLICABLE

ON-SITE	CLASS BACKSHORE	CLASS 1a CaF	CLASS 2 CaE	CLASS 4 CaD	TOTAL
RESIDENCE	0 SF	0 SF	0 SF	1,753 SF	1,753 SF
DETACHED GARAGE	0 SF	0 SF	0 SF	334 SF	334 SF
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D.G. BEACH ACCESS PATH	27 SF	9 SF	0 SF	474 SF
TOTAL EASEMENT COVERAGE	27 SF	9 SF	0 SF	553 SF

\*NOTE: 228 SF OF CLASS 4 LAND COVERAGE TO BE REMOVED, CONSISTENT WITH SITE ASSESSMENT RESULTS DATED 10/19/2011. THIS COVERAGE AMOUNT IS NOT INCLUDED IN COVERAGE TABLE AS IT WAS NOT VERIFIED. SEE WEST EDGE OF A/C PARKING AREA.





**From:** BasinStrat@aol.com  
**Sent:** Tuesday, January 08, 2013 3:04 PM  
**To:** David Landry  
**Subject:** additional information for ERSP2012-0706, McNamara pier expansion

Hi David,

I spoke with Karen McNamara earlier today and she said she recently spoke with her neighbors, the Thompsons, regarding the complaint submitted to TRPA by their other neighbor, Robert Ham.

Please recall, in Robert Ham's complaint he stated his concern regarding the possibility of losing the ability to access his floating pier via the indirect route of traversing along the shoreline between the McNamara pier and the McNamara breakwater.

The Thompsons reminded the McNamaras that when Mr. Ham had a boat, he would access his property via the more direct route between the McNamara and Ham breakwaters. The area between the McNamara pier and breakwater is and has been the mooring location for the Thompsons boats for many years.

The Google Earth snapshot of the area in 1998 shows boats anchored between the McNamara pier and breakwater. The Google Earth photo of the area from 1969 also shows boats anchored in this location. Those anchoring devices are still in place today. I attempted to e-mail you the snapshot but your e-mail address would not accept the attachment. I can print the photos for you if you'd like.

In summary, the proposed project will not limit Mr. Ham's ability to access his property via this indirect route any more so than it has been limited in the past.

Finally, as you requested in our last meeting regarding this project, we had an exhibit prepared depicting proposed property projection lines for the properties surrounding this project located in the northern part of Glenbrook Bay. I tried to attach the exhibit to an e-mail to you earlier today but it was also kicked back to me so I am mailing you a hard copy of the exhibit instead.

I will check in with you early next week to make sure you received the projection line exhibit. Please advise if you would also like me to mail you the Google Earth images referenced above.

Kind regards,  
Karin Hoida

Basin Strategies  
PO Box 2508  
Stateline, NV 89449-2508  
(775) 588-8722  
(775) 671-0559 Karin cell  
(775) 580-8899-Fax  
Email: [Basinstrat@aol.com](mailto:Basinstrat@aol.com)

December 16, 2012

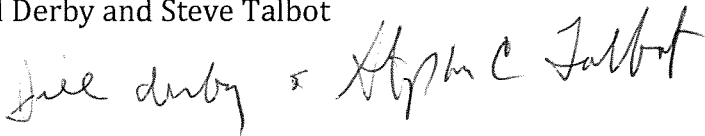
David Landry  
Tahoe Regional Planning Agency

Dear Mr. Landry,

We strongly object to the McNamara's building of a 259 pier extension (total 333 feet), in Lake Tahoe adjacent to our property. That part of Glenbrook Bay is in a cove and the pier will extend out in front of our house significantly and adversely impacting our view and experience of Tahoe. Furthermore, deck lighting on the pier will impact the peace and tranquility of our experience of Tahoe at night. The breakwater they already have has impacted our beach causing erosion and rocks to surface to appear after a storm instead of the previously always sandy beach. We fear there could be similar unknown consequences from a pier being placed in the cove. Our water line is out in the lake near where the pier would be placed and construction disturbing the lake bottom could impact our water quality. Three to six months of construction with the noise and disturbance it would produce is something we should not have to endure.

Sincerely,

Jill Derby and Steve Talbot

Handwritten signatures of Jill Derby and Steve Talbot in cursive ink.

Adjacent property owners  
APN # 1418-03-401-016  
2209 Lands End Rd  
Glenbrook, NV

RECEIVED

DEC 17 2012

TAHOE REGIONAL  
PLANNING AGENCY

AGENDA ITEM NO. V.D.

December 16, 2012

David Landry  
Tahoe Regional Planning Agency

Re: McNamara pier replacement and extension APN 1418-03-401-015

Dear Mr. Landry,

We would like to respond to each of the points Basin Strategy made in their offer for further clarification.

Regarding scenic impacts of the proposed pier, the six foot tall fence that McNamaras erected on the west line of our property considerably impacted our view of the Glenbrook Bay from our house and deck. No consideration was given to how it would impact us at that time. Some of the existing vegetation we planted was an attempt to cover up their fence from our view. Further added vegetative screening for mitigation proposed will further obscure our view of the Glenbrook Cove.

Any pier lighting, low intensity or otherwise, will profoundly impact our experience at night. For over 70 years our family has enjoyed the view at Tahoe with only the stars and moonlight. It would be a terrible shame and grave injustice to change all that for our family and our neighbors, so that one family could extend their pier. Regarding the existing breakwater, I have photographs from the early days before the breakwater was put in, showing the beautiful beach and shoreline as nature intended it without the huge pile of rocks that is there now. There is no erosion in that area or on our beach, so we are convinced that the breakwater has negatively impacted the ecology of the cove. I will show those pictures to you and to TRPA.

Regarding the distance from our waterline, the map that was submitted to the Division of State Lands on McNamara's buoy application showed the buoys a long way from our water line. Then when they put the buoys in, they put one of them directly over our water line. It took us 9 months to get them to move it. That has left us with limited confidence that any pier they put in would adhere carefully to the plan they submitted.

The construction noise may not be the major factor in our opposition, but the fact remains, the construction of this pier will have a profoundly negative effect on our experience of the lake and lake shore.

Thank you for your consideration.

Sincerely, *Jill Derby* & *Stephen C Talbot*

Jill Derby and Stephen Talbot  
Tomelqui Holdings LLC  
1298 Kingsbury Grade  
Gardnerville, NV 89460

RECEIVED

DEC 17 2012

TAHOE REGIONAL  
PLANNING AGENCY

AGENDA ITEM NO. V.D.

## David Landry

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**From:** KULABOB@aol.com  
**Sent:** Friday, December 14, 2012 1:46 PM  
**To:** David Landry  
**Cc:** Kenneth Kasman  
**Subject:** File # ERSP2012-0706

Mr. Landry,

Per your request of this date, I describe below the common navigation pattern used to access mooring behind (to the east of) the jetty located on APN 1418-03-401-015:

Because of past unhappy experiences with submerged boulders in the passageway east of the jetty and west of the breakwater, it is our common practice to access mooring space behind the jetty by an approach around the east end of the breakwater, proceeding in a westerly direction along protected waters north of the breakwater to the jetty.

Bob Ham  
775-291-3305

CARSON VALLEY VETERINARY HOSPITAL, INC.

1390 Highway 88, Minden, Nevada 89423  
(775) 782-3693 • Fax (775) 782-7662

November 26, 2012

TRPA

RE: McNamara pier replacement and extension  
APN# 1418-03-401-015

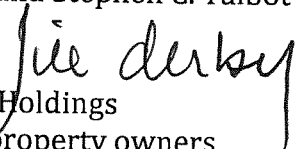
To whom it may concern,

We strongly object to the McNamara's building of a 259 foot pier extension (total 333 feet), in Lake Tahoe adjacent to our property. That part of Glenbrook Bay is in a cove and the pier will extend out in front of our house significantly and adversely impacting our view and experience of Tahoe. Furthermore, deck lighting on the pier will impact the peace and tranquility of our experience of Tahoe at night. The breakwater they already have has impacted our beach causing erosion and rocks to surface after storms, instead of the previously always sandy beach. We fear there could be similar unknown consequences from a pier being placed in the cove. Our water line is out in the lake near where the pier would be placed and construction disturbing the lake bottom could impact our water quality.

Three to six months of construction with the noise and disturbance it would produce is something we should not have to endure.

Sincerely,

Jill Derby and Stephen C. Talbot

  
Tomelqui Holdings  
Adjacent property owners  
APN # 1418-03-401-016  
2209 Lands End Rd  
Glenbrook, NV



DRAFT**AGREEMENT, INDEMNIFICATION, AND INSURANCE AGREEMENT**

This Agreement, Indemnification, Hold Harmless and Insurance Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between THOMAS O. AND KAREN M. MCNAMARA, hereinafter referred to as GRANTORS, and ROBERT K. AND CAROL D. HAM TRUSTEES AND GLENBROOK LANDS END LLC, hereinafter referred to as GRANTEES:

**WHEREAS**, GRANTORS own 2212 Lands End Drive, APN 1418-03-401-015 including a pier, breakwater, and two buoys; and

**WHEREAS**, GRANTEES own 2217 Lands End Drive, APN 1418-03-401-013 and wish to obtain from the GRANTORS an Agreement to use their pier in the event of an emergency.

**IN FURTHER CONSIDERATION** for issuing this Agreement, GRANTORS and GRANTEES understand and agree to the following specific conditions:

1. **PURPOSE:** The GRANTEES are hereby granted authorization to use the GRANTORS pier in the event of an emergency only, provided the GRANTEES meet the specific conditions set forth below and additional terms and conditions in this Agreement:
  - a. GRANTEES understand and agree to pay for and be responsible for all direct or indirect damages to the real property, improvements, and personal property of GRANTORS caused by GRANTEES during the term of this Agreement.
  - b. For use of GRANTORS' pier during inclement weather emergencies, GRANTEES agree to remove all of GRANTEES watercraft/equipment off or away from GRANTORS' pier/property within 24 hours of improvement of weather conditions.
  - c. For use of GRANTORS' pier during all other types of emergencies, GRANTEES agree to remove all of GRANTEES watercraft/equipment off or away from GRANTORS' pier/property within 24 hours of the conclusion of the emergency.
2. **INDEMNIFICATION:** GRANTEES, agree to indemnify, defend, and hold harmless the GRANTORS and their family, successors and assigns from and against any and all liability for personal injuries, claims, actions, damages, expenses, or for loss of life or property resulting from, or in any way connected with the conditions or use of the premises covered herein, including any hazard, deficiency, defect, or other matter, known or unknown, or connected with the use of or navigation around the

GRANTORS' pier/property as it exists today or may exist in the future. This indemnification does not exclude the GRANTEES right to participate in their defense of a matter subject to this indemnification.

3. **LIMITED LIABILITY:** GRANTORS will not waive and intent to assert all available immunities and statutory limitations in all cases without limitation.
4. **TERM:** This Agreement will become effective when a fully executed and notarized copy is returned to the GRANTORS along with insurance documents as required herein. 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 the GRANTORS and GRANTEES families, successors, assigns, and all persons acquiring or owning any interest in the properties.
5. **INSURANCE:** GRANTEES agree to carry their own General Liability Insurance Policy issued by an insurance company authorized to do business in the State of Nevada and which is currently rated by A.M. Best as A-VII or better. The insurance policy is to be kept in full force and effect during the term of this Agreement. Such insurance policy shall be at the minimum, in the amount of \$1,000,000 per occurrence for bodily injury and property damage and shall via an endorsement, name the GRANTORS as additional insureds for all liability arising from the use of the GRANTORS' pier/property. The liability insurance policy shall also provide for a waiver of subrogation as to all additional insured's. GRANTEES agree to provide to the GRANTORS the Accord 25 Certificate of Insurance as proof of the insurance and an Additional Insured Endorsement, signed by an authorized insurance company representative, to evidence the endorsement of the GRANTORS as additional insured. The Certificate of Insurance and Additional Insured Endorsement shall be provided by GRANTEES prior to their entry upon GRANTORS' pier/property and be sent to:

**Tom and Karen McNamara  
P.O. Box 306  
Salida, CA 95368**

6. **WARRANTIES:** GRANTORS make no warranty as to the condition of or the adequacy of the property for the proposed uses of GRANTEES.
7. **NOTICES:** All notices under this Agreement shall be in writing and delivered in person or sent via certified mail, return receipt requested, to GRANTORS and to GRANTEES at their respective addresses set forth below or to such other addresses as may hereafter be designated by either party in writing:

<b><u>GRANTORS ADDRESS:</u></b>	<b><u>GRANTEES ADDRESS:</u></b>
<b>Tom and Karen McNamara P.O. Box 306 Salida, CA 95368</b>	<b>Ham, Robert K &amp; Carol D Trustees &amp; Glenbrook Lands End LLC P.O. Box 565 Glenbrook, NV 89413</b>

8. **COMPLIANCE TO CONDITIONS:** GRANTORS reserve the right to terminate this agreement in the event of failure of GRANTEES to concur with or comply with any of the conditions contained herein.
9. **WAIVER:** The failure of GRANTORS to insist upon strict performance of any of the covenants and conditions of this Agreement or to exercise any option herein conferred in any one or more instance, shall not be construed to be a waiver or relinquishment of any such covenants, conditions, and/or agreements.
10. **SURVIVAL:** This Agreement, and all of the terms hereof, shall inure to the benefit of, and be binding upon, the heirs of the parties hereto, and the rights and obligations of the GRANTEES are, and shall continue to be, joint and several.
11. **ENTIRE AGREEMENT:** This Agreement and conditions incorporated herein contain all of the agreements between the parties with respect to the matters contained herein. No prior agreement, understanding or verbal statement made by any party is a part hereof. No provisions of this Agreement may be amended or modified in any manner whatsoever unless incorporated in writing and executed by both parties. When executed by GRANTORS and GRANTEES, this Agreement shall be binding upon GRANTORS and GRANTEES.
12. **SEVERABILITY:** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
13. **GOVERNING LAW:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.
14. **VENUE:** Any lawsuit brought to resolve a dispute arising from this Agreement must be brought in Douglas County, Nevada. All covenants and conditions herein contained shall extend to and be a binding contract upon the respective parties.

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



**GRANTORS:**

\_\_\_\_\_  
**THOMAS O. MCNAMARA**

Dated: \_\_\_\_\_

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF DOUGLAS   )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2013, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
**KAREN M. MCNAMARA**

Dated: \_\_\_\_\_

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF DOUGLAS   )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2013, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity.

\_\_\_\_\_  
NOTARY PUBLIC

**GRANTEES:**

\_\_\_\_\_  
**ROBERT K. HAM, TRUSTEE**

Dated: \_\_\_\_\_

STATE OF NEVADA       )  
                                      ) ss.  
COUNTY OF DOUGLAS   )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2013, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
**CAROL D. HAM, TRUSTEE**

Dated: \_\_\_\_\_

STATE OF NEVADA       )  
                                      ) ss.  
COUNTY OF DOUGLAS   )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2013, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity.

\_\_\_\_\_  
NOTARY PUBLIC

**GRANTEES CONTINUED:**

**GLENBROOK LANDS END LLC**

\_\_\_\_\_  
**NAME AND TITLE**

Dated: \_\_\_\_\_

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF DOUGLAS   )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2013, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity.

\_\_\_\_\_  
NOTARY PUBLIC