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REQUESTED BY  
**KGID**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

**Recording requested by and when recorded, mail to:**

Kevin Lane  
Post Office Box 456  
Zephyr Cove, Nevada 89448

2004 OCT -6 AM 10:19

WERNER CHRISTEN  
RECORDER

\$ 21<sup>00</sup> PAID KJ DEPUTY

✓ KGID  
POBOX 2220  
Stateline NV  
89449

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**ENCROACHMENT PERMIT AGREEMENT**

This Encroachment Permit Agreement ("Agreement") is made this 9<sup>th</sup> day of August 2004, by and between KINGSBURY GENERAL IMPROVEMENT DISTRICT, a Nevada General Improvement District formed and existing pursuant to NRS Chapter 318 (the "KGID"), and KEVIN LANE and SHANNON LANE ("Permittee").

WHEREAS, Permittee is the owner of certain real property located at 425 Crestview Drive, Stateline, Douglas County, Nevada, commonly known as Assessor's Parcel No. 1318-25-111-003, and more particularly described in the attached **Exhibit "A"** (the "Property"); and,

WHEREAS, Permittee obtained approval on 13 April 2004 from the Douglas County Planning Commission for a Major Variance for a reduction in the required front yard setback and a reduction in the required side yard setback for the construction of a new 4,658 square foot, two-story, single-family residence on the Property, and,

WHEREAS, portions of the improvements for the driveway, retaining wall, and roof overhang (the "Encroaching Improvements") are proposed to be constructed within the Crestview Drive public right-of-way (the "Right-of-Way"), which Right-of-Way is maintained by KGID; and,

WHEREAS, a condition of the approval of the Major Variance requires that Permittee obtain written approval from KGID for the encroachment of the Encroachment Improvements within the Right-of-Way; and,

WHEREAS, KGID agrees to approve the encroachment of the improvements described above, subject to the terms and conditions set forth herein:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Permittee and KGID agree as follows:

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1. Approval of the Encroachment. KGID hereby grants and conveys to Permittee a permanent and non-exclusive Encroachment Permit appurtenant to the Property (the "Permit") for encroachment of the Encroaching Improvements within the Right-of-Way, as described in Exhibit "B," and depicted in Exhibit "C," attached hereto and incorporated herein by this reference. The Permit granted herein includes incidental rights and obligations of construction, maintenance, repair, and replacement, necessary for Permittee's use and enjoyment of the Permit.

2. Benefit and Burden. The Permit shall run with and burden the land. All obligations, terms, conditions, and restrictions imposed herein shall be deemed to be covenants and restrictions running with the land, and shall bind the parties, and their successors, personal representatives, and assigns.

3. Disclosures and Acknowledgements. Crestview Drive is currently a dead-end street, which allows plowing and the storage of snow at the end. Future improvements and conditions may require a modification of such snow removal procedures. Permittee acknowledges that snow removal procedures will require equipment use adjacent to the proposed retaining wall, and that damage may occur to such improvement, or to vehicles parked adjacent thereto, or to the Encroaching Improvements. Permittee acknowledges that removal of all snow from the driveway entrance may not occur, that a berm may remain after plowing, that snow plowed adjacent to the retaining wall(s) may spill over onto the driveway, and that snow storage may result in different and/or increased drainage issues affecting the Property. Permittee also acknowledges that snow storage may be relocated to the edge of Crestview Drive, adjacent to or onto Permittee's unimproved property. Permittee acknowledges that all of these issues are the result of the house and improvement design chosen by Permittee, and which required the request for a variance and Permit, and consents thereto. These acknowledgements and consent and the release and indemnity provisions contained below are offered by Permittee as an inducement and consideration to KGID to grant the Permit.

4. Liability and Indemnity. Permittee hereby releases and agrees to hold KGID and its employees, agents, and contractors harmless, and waives all right to recourse against KGID and its employees, agents, and contractors, including the right to contribution or indemnification, and agrees to defend KGID and its employees, agents, and contractors as to any and all claims, demands, costs, reasonable expense, liability, and losses arising from the Permit, or arising from any encroachment improvement or modification allowed by the Permit. Included, without limitation, is any matter or any damage to the Encroaching Improvements from any cause reasonably related to the existence of the Encroaching Improvements within the Right-of-Way; any damage occasioned by KGID's snow removal activities, whether performed by its employees or its agents or contractors; and, any damage or injury to any person or property related to the Permit. Permittee agrees to indemnify, defend, and hold KGID and its employees, agents, and contractors harmless from any all claims, demands, costs, reasonable expenses, liabilities, and losses arising out of any damage or injury to any person or property from any cause related to the existence of the Encroaching Improvements within the Right-of-Way, except for matters arising out of the sole negligence of KGID or its employees, agents, and contractors.

5. Entire Agreement. This instrument contains the entire agreement between the parties hereto relating to the rights granted and the obligations assumed herein. Any oral representations or modifications of the instrument shall be of no force and effect unless embodied in a subsequent modification in writing signed by the party to be charged.

6. Binding Effect. This agreement is binding on, and shall inure to the benefit and burden of the parties, their heirs, grantees, successors and assigns.

7. Revocation. This Permit is revocable by KGID in the event that the Encroaching Improvements are no longer necessary for the project and/or are removed from the Right-of-Way, or in the event that the Permittee materially breaches the terms of the Encroachment Permit Agreement and fails to remedy said breach within sixty (60) days after written notice by KGID to Permittee by certified mail, return receipt requested.

8. Cost of Enforcement. In the event that any action is filed by any party in relation to the rights and obligations under this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, all costs incurred and a reasonable sum for the successful party's attorneys' fees.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto on the date first set forth above.

KINGSBURY GENERAL IMPROVEMENT DISTRICT

By: Carolyn R. Treanor

Print Name: CAROLYN R. TREANOR

Its: Chairperson

[Signature]  
KEVIN LANE, Permittee

[Signature]  
SHANNON LANE, Permittee

STATE OF Nevada )  
 ) ss.  
COUNTY OF Douglas )

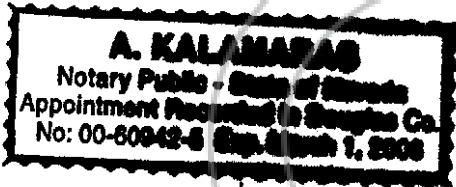
On 9/8/04, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared, Carolyn Treanor, personally known (or proved) to me to be the person whose name is subscribed to the above Encroachment Permit Agreement and acknowledged to me that he/she executed the same, and that by his/her signature on the instrument, the person(s) or entity on behalf of which he/she acted, executed the instrument.



Michelle Runtzel  
NOTARY PUBLIC

STATE OF Nevada )  
 ) ss.  
COUNTY OF Douglas )

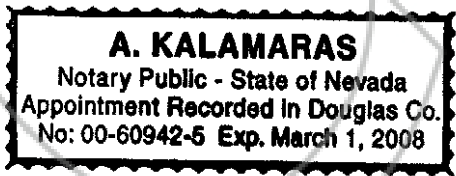
On August 9, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared, KEVIN LANE, personally known (or proved) to me to be the person whose name is subscribed to the above Encroachment Permit Agreement and acknowledged to me that he executed the same, and that by his signature on the instrument, the person(s) or entity on behalf of which he acted, executed the instrument.



A. Kalamaras  
NOTARY PUBLIC

STATE OF Nevada )  
 ) ss.  
COUNTY OF Douglas )

On August 9, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared, SHANNON LANE, personally known (or proved) to me to be the person whose name is subscribed to the above Encroachment Permit Agreement and acknowledged to me that she executed the same, and that by her signature on the instrument, the person(s) or entity on behalf of which she acted, executed the instrument.



A. Kalamaras  
NOTARY PUBLIC

September 1, 2004  
02089

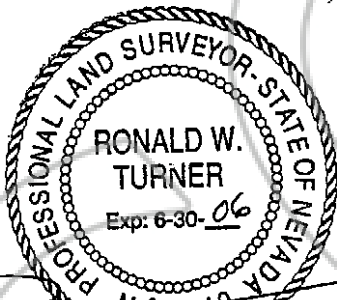
Exhibit "A"  
DESCRIPTION

All that real property situate in the County of Douglas, State of Nevada, described as follows:

All of Lot 'A', as shown on that map of Kingsbury Palisades, filed for record September 18, 1962, in Book 1 of Maps, Document No. 20864.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared by: Turner & Associates, Inc.  
Land Surveying  
P.O. Box 5067  
Stateline, NV 89449



*Ronald W. Turner*  
No. 3519  
09/01/04

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Exhibit "B"  
DESCRIPTION  
LIMITS OF ENCROACHMENTS

All that real property situate in the County of Douglas, State of Nevada, described as follows:

All those portions of Crest View Drive, as shown on that map of Kingsbury Palisades, filed for record September 18, 1962, in Book 1 of Maps, Document No. 20864, more particularly described as follows:

"Parcel 1"

BEGINNING at the northerly corner common to Lot "A and Crest View Drive as shown on said map Kingsbury Palisades, Document No. 20864;

Thence along the northerly line of said Crest View Drive, EAST 24.23 feet;

Thence leaving said northerly line, South  $16^{\circ}27'18''$  East, 13.50 feet;

Thence South  $76^{\circ}47'20''$  West, 10.90 feet;

Thence South  $13^{\circ}12'40''$  East, 20.59 feet;

Thence South  $19^{\circ}33'37''$  East, 57.75 feet;

Thence South  $29^{\circ}50'13''$  East, 13.76 feet;

Thence North  $77^{\circ}55'25''$  West, 24.44 feet;

Thence North  $19^{\circ}16'43''$  West, 56.91 feet;

Thence WEST, 10.00 feet to the beginning of a nontangent curve concave to the southeast, said point being on the westerly right-of-way line of said Crest View Drive;

Thence along said westerly right-of-way line, from a tangent bearing of North  $04^{\circ}09'44''$  West, 43.44 feet along the arc of said curve, having a radius of 125.00 feet and through a central angle of  $19^{\circ}54'40''$ , the chord of said curve bears North  $05^{\circ}47'36''$  East for a distance of 43.22 feet, to THE POINT OF BEGINNING.

Containing 2,214 square feet, more or less.

"Parcel 2"

COMMENCING at the northerly corner common to Lot "A and Crest View Drive as shown on said map Kingsbury Palisades, Document No. 20864, said point being the beginning of a nontangent curve concave to the southeast;

Thence southerly along the westerly right-of-way line of said Crest View Drive, from a tangent bearing of South  $15^{\circ}44'56''$  West, 49.97 feet along the arc of said curve, having a radius of 125.00 feet and through a central angle of  $22^{\circ}54'19''$ , the chord of said curve bears South  $04^{\circ}17'46''$  West for a distance of 49.64 feet, to THE POINT OF BEGINNING;

Thence leaving said westerly right-of-way line, EAST, 3.00 feet;

Thence South  $15^{\circ}52'20''$  East, 19.75 feet;

Thence South  $00^{\circ}41'39''$  East, 8.00 feet;

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Thence WEST, 2.00 feet to the beginning of a nontangent curve concave to the northeast, said point being on said westerly right-of-way line of Crest View Drive;

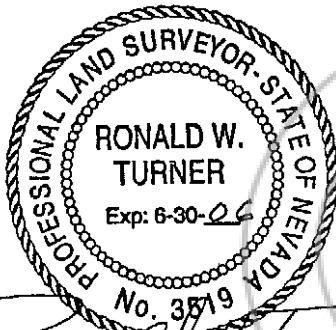
Thence along said westerly right-of-way line, from a tangent bearing of North 19°54'44" West, 27.83 feet along the arc of said curve, having a radius of 125.00 feet and through a central angle of 12°45'21", the chord of said curve bears North 13°32'04" West for a distance of 27.77 feet, to THE POINT OF BEGINNING.

Containing 103 square feet, more or less.

The Basis of Bearing for this description is the map of Kingsbury Palisades, filed for record September 18, 1962, in Book 1 of Maps, Document No. 20864.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared by: Turner & Associates, Inc.  
Land Surveying  
P.O. Box 5067  
Stateline, NV 89449



*Ronald W. Turner*  
07/03/04

Exhibit "B"

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PROPOSED ENCROACHMENTS  
IN RIGHT-OF-WAY - TYP. WHERE  
SHOWN CLOUDED

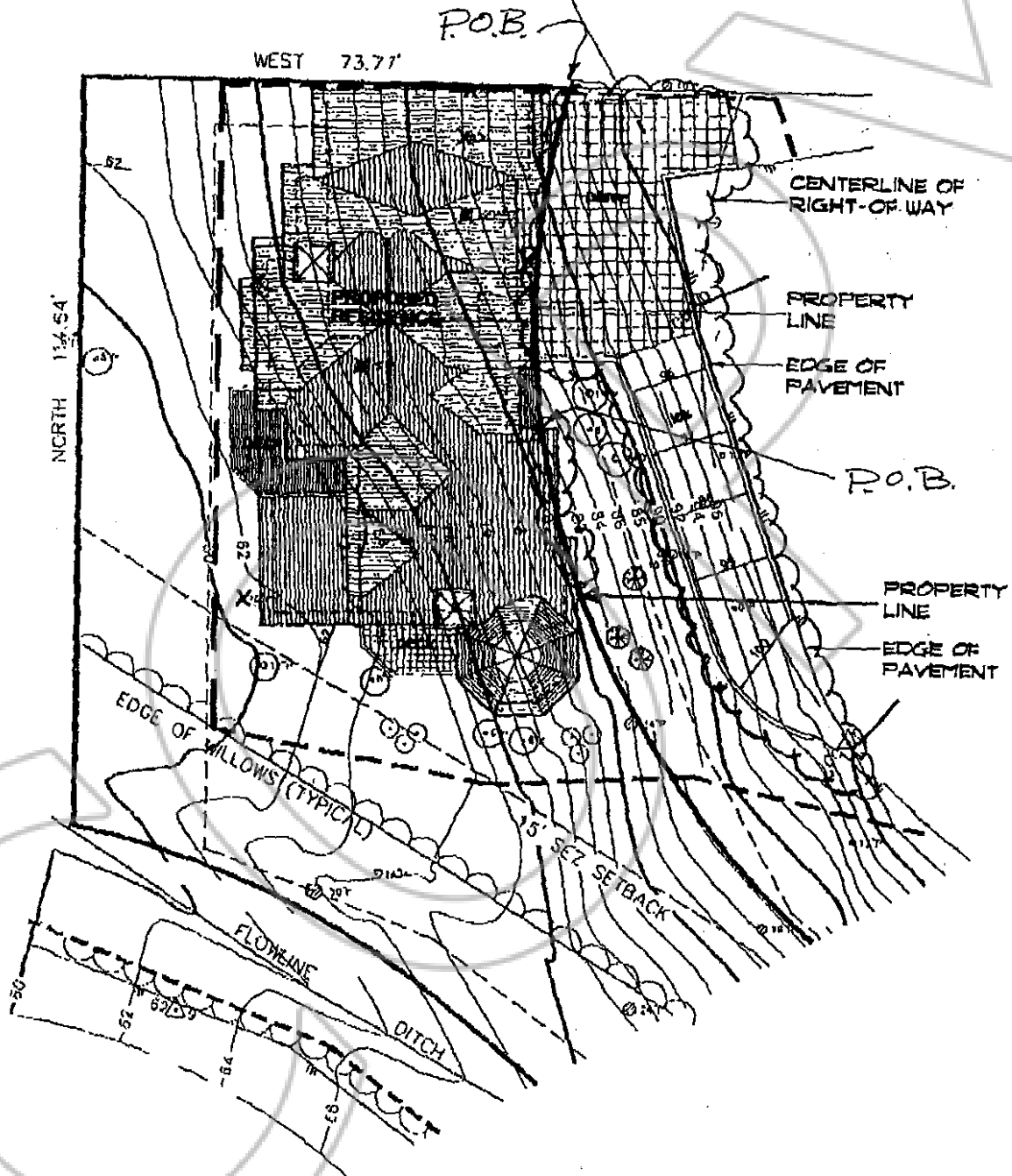


Exhibit "C"

Reference document: Lane building plans for this site

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