

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 5 Fee: 18.00
BK-1105 PG-00001 RPTT: 0.00



RECORDING REQUESTED BY:
ALLING & JILLSON, LTD.
AND WHEN RECORDED MAIL TO:
✓ ALLING & JILLSON, LTD.
Post Office Box 3390
Lake Tahoe NV 89449-3390

ENCROACHMENT AGREEMENT

This ENCROACHMENT AGREEMENT (the "Agreement") is entered into and effective as of Oct. 13, 2005, by and between MARY JO THRONDSOON, as Trustee of THE THRONDSOON LIVING TRUST as owner of that certain property located at 728 Highway 50, Zephyr Cove, County of Douglas, Nevada, APN: 1318-10-310-073 (hereinafter "Lot 10")(THRONDSOON as owner Lot 10 is hereinafter referred to as "Owner A"), and MARY JO THRONDSOON, as Trustee of THE THRONDSOON LIVING TRUST, and as owner of that certain property located at 730 Highway 50, Zephyr Cove, County of Douglas, Nevada, APN: 1318-10-310-072 (hereinafter "Lot 9")(THRONDSOON as owner of Lot 9 is hereinafter referred to as "Owner B"), on the basis of the following facts and constitutes a contract for encroachment.

WHEREAS, Owner A is the registered owner in fee simple of Lot 10 and Owner B is the registered owner in fee simple of Lot 9; and

WHEREAS, a deck, rock wall, concrete patio and concrete staircase from Lot 10 encroach on adjacent Lot 9 (collectively referred to herein as "Encroachments"). The location of said Encroachments are legally described on Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, Owner A would like the consent of Owner B to continue the Encroachments.

NOW THEREFORE, in consideration of mutual covenants and promises of the parties hereto, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Owner B hereby acknowledges and consents to the existence of the Encroachments.

2. Owner A agrees that Owner A will cause no further encroachments to be made.

3. Owner A agrees that, should the Encroachments be structurally altered, ordinary repairs excepted, the alterations will be done so that the structure will not encroach at all or further on Lot 9 after the alterations.

4. Owner A agrees to indemnify Owner B from and against any and all expenses, damages, claims, demands, actions or judgments which may arise or be brought by reason of the Encroachments.

5. This Agreement shall run with the land and be binding on the heirs, executors, administrators, successors and assigns or the parties.

IN WITNESS WHEREOF, the parties hereto have set their hand on the day and date first above written.

OWNER A:

Mary Jo Thronson

**MARY JO THRONSDON, Trustee of
The Thronson Living Trust**

California
STATE OF NEVADA)
Sonoma) ss.
COUNTY OF DOUGLAS)

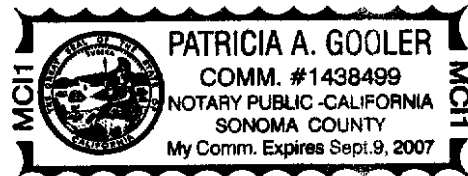
This instrument was acknowledged before me on October 13th, 2005, by MARY JO THRONSDON, as Trustee of The Thronson Living Trust.

Patricia A. Gooler

NOTARY PUBLIC

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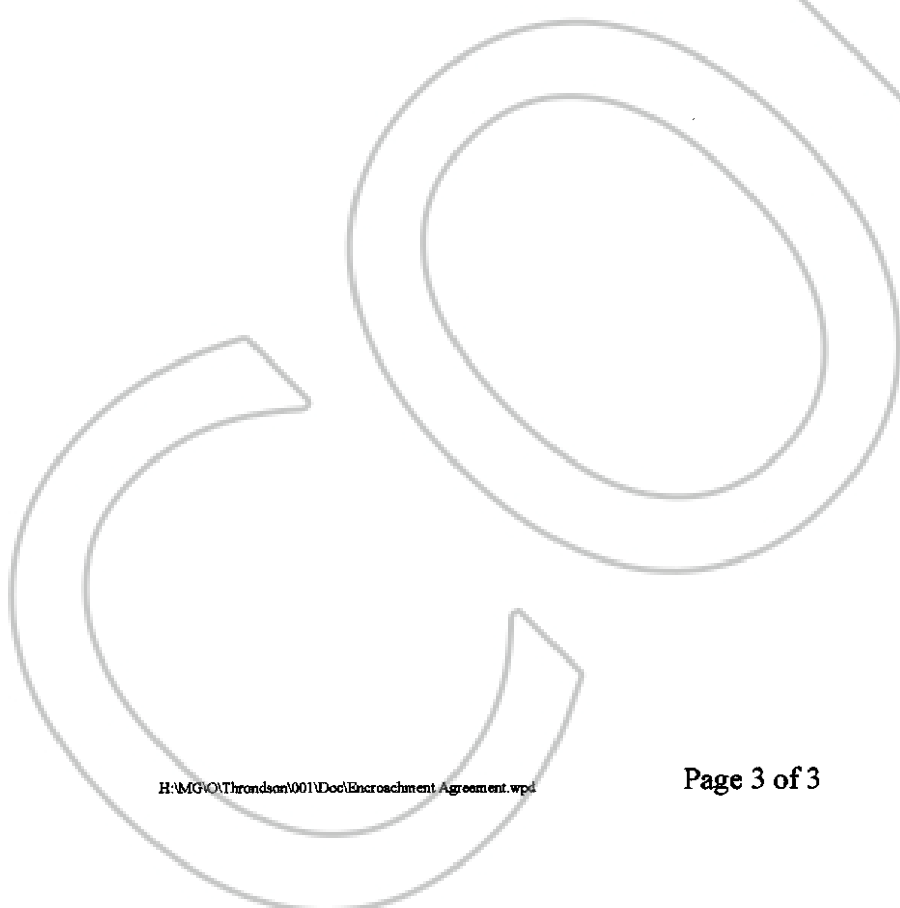
OWNER B:

Mary Jo Thronson, Trustee
MARY JO THRONSDON, Trustee of
The Thronson Living Trust

California
STATE OF NEVADA)
SONOMA) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on October 13th, 2005, by
MARY JO THRONSDON, as Trustee of The Thronson Living Trust.

Patricia A. Gooler
NOTARY PUBLIC



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EXHIBIT A

September 30, 2005
02146

DESCRIPTION
Easement

All that real property situate within the North 1/2 of the Southwest 1/4 of Section 11, Township 13 North, Range 18 East, M.D.M., County of Douglas, State of Nevada, described as follows:

All those portions of Lot 9, Block D, as shown on the Amended Map of Zephyr Cove Properties, Inc., filed for record as on August 5, 1929 in the Official Records of Douglas County, Nevada, more particularly described as follows:

Commencing at a 3/4" iron pipe with unreadable plastic cap at the most southerly corner of said Lot 9, said point being on the Westerly right-of-way line of Foothill Drive as shown on said Amended Map of Zephyr Cove Properties, Inc.;

Thence along the southerly line of said Lot 9, North 47°34'37" West, 18.73 feet to THE POINT OF BEGINNING;

Thence continuing North 47°34'37" West, 3.85 feet;

Thence leaving said southerly line, North 63°00'48" East, 3.46 feet;

Thence South 25°52'16" East, 3.58 feet;

Thence South 62°09'40" West, 2.04 feet to THE POINT OF BEGINNING.

Containing 10 square feet, more or less.

Also, commencing at a 3/4" iron pipe with unreadable plastic cap at the most southerly corner of said Lot 9, said point being on the Westerly right-of-way line of Foothill Drive as shown on said Amended Map of Zephyr Cove Properties, Inc.;

Thence along the southerly line of said Lot 9, North 47°34'37" West, 28.47 feet to THE POINT OF BEGINNING;

Thence continuing North 47°34'37" West, 44.90 feet;

Thence leaving said southerly line, North 62°23'54" East, 8.18 feet;

Thence South 28°22'57" East 23.00 feet;

Thence North 60°58'37" East, 3.74 feet;

Thence South 77°55'21" East, 3.58 feet;

Thence South 28°47'30" East, 17.02 feet to THE POINT OF BEGINNING.

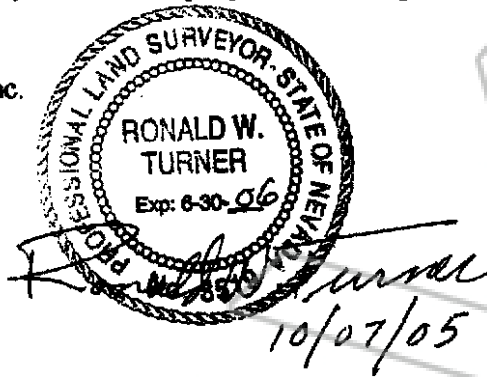
Containing 156 square feet, more or less.

The Basis of Bearing for this description is the above referenced Amended Map of Zephyr Cove Properties, Inc.



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



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