

18

APNs: 1418-34-301-004  
1418-34-301-006

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

✓ ALLING & JILLSON, LTD.  
Post Office Box 3390  
Lake Tahoe, NV 89449-3390

DOC # 0756619  
01/05/2010 12:16 PM Deputy: KE

**OFFICIAL RECORD**  
Requested By:  
ALLING & JILLSON

Douglas County - NV  
Karen Ellison - Recorder

Page: 1 Of 5 Fee: 18.00  
BK-0110 PG- 0452 RPTT: 0.00



Pursuant to NRS 239B.030, I, the undersigned, affirm that this document submitted for recording does not contain the social security number of any person or persons.

*Linda H. Pascotto*  
LINDA H. PASCOTTO

**AMENDED AND RESTATED  
ENCROACHMENT AGREEMENT**

THIS AMENDED AND RESTATED ENCROACHMENT AGREEMENT (the "Agreement") is entered into and effective as of October 14, 2009, by and between LINDA H. PASCOTTO, as Trustee of THE LINDA HALDAN PASCOTTO REVOCABLE TRUST (hereinafter "PASCOTTO") as owner of that certain real property located in the County of Douglas, State of Nevada, commonly known as 1186 Highway 50, Zephyr Cove, Nevada and identified as Assessor's Parcel Number 1418-34-301-006 (hereinafter the "PASCOTTO PARCEL"), and JAMES H. NUNNALLY II AND CAROLYN NUNNALLY, as Trustees of THE NUNNALLY 1998 TRUST (hereinafter "NUNNALLY"), and as owner of that certain real property located in the County of Douglas, State of Nevada, commonly known as 1182 Highway 50, Zephyr Cove, Nevada and identified as Assessor's Parcel Number 1418-34-301-004 (hereinafter the "NUNNALLY PARCEL"), on the basis of the following facts and constitutes a contract for encroachment. This Agreement supercedes and replaces the Encroachment Agreement recorded on October 20, 2009 as document number 0752457, Book 1009, Page 3920

**WHEREAS**, PASCOTTO is the owner in fee simple of the PASCOTTO PARCEL and NUNNALLY is the owner in fee simple of the NUNNALLY PARCEL;

**WHEREAS**, the rock breakwater was constructed, owned and paid for by a predecessor in interest to PASCOTTO, specifically for use by the PASCOTTO PARCEL;

**WHEREAS**, a portion of the southerly part of the rock breakwater from the PASCOTTO PARCEL encroaches on the adjacent NUNNALLY PARCEL (referred to herein as "Encroachment"). The location of said Encroachment is legally described on Exhibit "A", attached hereto and incorporated herein by this reference;

**WHEREAS**, the bulk of the southerly portion of the rock breakwater is located on PASCOTTO's side of the NUNNALLY/PASCOTTO property line, and to the extent that a portion of the southerly part of the rock breakwater rests inside the NUNNALLY property line, it is incidental to the rock breakwater's use and does not detract from the rock breakwater's historical intended use by and for PASCOTTO;

**WHEREAS**, PASCOTTO would like the consent of NUNNALLY to continue the Encroachment; and

**WHEREAS**, PASCOTTO would like the consent of NUNNALLY to make alterations to the Encroachment.

**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, to ensure the privacy and property rights of PASCOTTO and PASCOTTO's continued use and control of PASCOTTO's rock breakwater, the parties hereto hereby agree as follows:

1. NUNNALLY hereby acknowledges and consents to the existence of the Encroachment.
2. PASCOTTO will cause no further encroachments to be made.
3. PASCOTTO agrees that, should the Encroachment be structurally altered, ordinary repairs excepted, the structural alterations will not increase and extend beyond the encroachment area legally described on Exhibit "A".
4. Notwithstanding Section 3 above, NUNNALLY hereby acknowledges and consents to the pending alterations to the breakwater approved by the Tahoe Regional Planning Agency on September 23, 2009 through notations to TRPA permit number 20070099 consisting of lowering a portion of the height of the breakwater and creation of a smooth walking surface thereon and reducing the cubic volume thereof.
5. This entire Agreement, including the preamble paragraphs, constitutes the entire understanding of the parties and shall run with the land and be binding on the heirs, executors, administrators, successors and assigns of the parties.

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

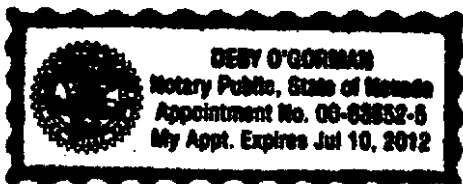
NUNNALLY:

*James H. Nunnally II, Trustee*  
 \_\_\_\_\_  
 JAMES H. NUNNALLY II, TRUSTEE OF THE NUNNALLY  
 1998 TRUST

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on December 31, 2009, by James H. Nunnally II, Trustee of The Nunnally 1998 Trust.

[Signature]  
NOTARY PUBLIC



Carolyn Nunnally, Trustee  
CAROLYN NUNNALLY, TRUSTEE OF THE NUNNALLY  
1998 TRUST

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on December 31, 2009, by Carolyn Nunnally, Trustee of The Nunnally 1998 Trust.

[Signature]  
NOTARY PUBLIC

PASCOTTO:

Linda H. Pascotto  
LINDA H. PASCOTTO, Trustee of The Linda Haldan  
Pascotto Revocable Trust



STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on December 30, 2009, by Linda H. Pascotto, Trustee of The Linda Haldan Pascotto Revocable Trust.

[Signature]  
NOTARY PUBLIC

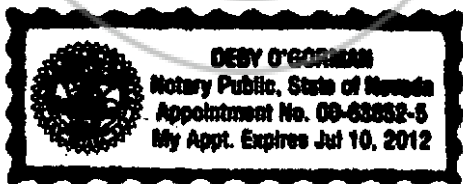




EXHIBIT "A"

September 2, 2009  
09108

DESCRIPTION  
Rock Breakwater - Nunnally  
APN 1418-34-301-004

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

All that portion of the Northeast ¼ of the Southwest ¼ of Section 34, T14N, R18E, M.D.M, more particularly described as follows:

Beginning at a point on the Northerly line of the Nunnally property which bears North 89° 53' 00" West 571.44 feet from the Northeast corner of said property as described in that certain Grant Deed filed for record on June 25, 2002, in Book 0602, Page 08362, as Document No. 0545558;

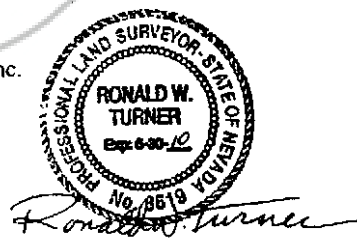
- thence South 19° 57' 18" West 0.99 feet;
- thence South 84° 07' 52" West 23.41 feet;
- thence South 87° 26' 13" West 30.23 feet;
- thence South 71° 47' 42" West 4.80 feet;
- thence North 89° 43' 53" West 29.46 feet;
- thence South 87° 56' 22" West 21.96 feet;
- thence South 15° 01' 42" West 2.62 feet;
- thence North 69° 13' 14" West 13.07 feet;
- thence North 51° 59' 52" West 8.09 feet;
- thence South 89° 53' 00" East 129.06 feet to the Point of Beginning.

Containing 638 sq. ft., more or less.

The Basis of Bearing for this description is the above referenced Record of Survey filed for record as Document No. 705465.

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

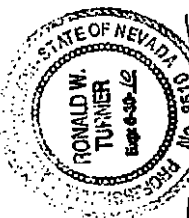


**JA** TURNER & ASSOCIATES, INC.

LAND SURVEYING

(775) 586-5658 FAX (775) 588-7294  
 308 DORLA COURT, SUITE 203 ROUND HILL, NV, 89448  
 P.O. BOX 5067 - STATELINE, NEVADA 89449

APN 1418-34-301-004 AND 1418-34-301-006  
 DOUGLAS COUNTY, NEVADA  
 SEP. 2009



*Ronald W. Turner*

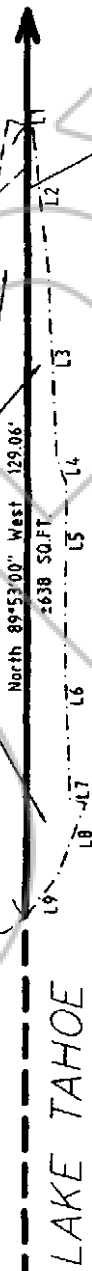
EXHIBIT TO  
 ACCOMPANY DESCRIPTION

LOW WATER LINE  
 ELEV. = 8223.0'

HIGH WATERLINE  
 ELEV. = 8229.1'

APN 1418-34-301-006  
 PASCOTTO REVOCABLE TRUST

North 89°53'00" West 571.44'  
 TO THE NORTHEAST CORNER  
 OF THE NUNNALLY PROPERTY  
 PER POC. NO. 0545558



LINE TABLE

LINE	BEARING	DIST.
L1	North 19° 57' 18" East	0.99'
L2	North 84° 07' 52" East	23.41'
L3	North 87° 26' 13" East	30.23'
L4	North 71° 47' 42" East	4.80'
L5	North 89° 43' 53" West	29.46'
L6	North 87° 56' 22" East	21.96'
L7	North 15° 01' 42" East	2.62'
L8	North 69° 13' 14" West	13.07'
L9	North 51° 59' 52" West	8.09'

APN 1418-34-301-004  
 NUNNALLY 1998 TRUST