

19.



KAREN ELLISON, RECORDER

APNs: 1418-34-401-002, 1418-34-302-001

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

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

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.

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (this "Agreement") is made this 12 day of October, 2015, by and between PINE ROCK, LLC, A NEVADA LIMITED LIABILITY COMPANY (hereinafter "PINE ROCK") as owner of that certain real property located in the County of Douglas, State of Nevada, commonly known as known as 1134 HWY 50, and identified as Assessor's Parcel Number 1418-34-401-002 (hereinafter the "PINE ROCK PARCEL"), and ROBERTO FRANK JANNETTI (hereinafter "JANNETTI") as owner of that certain real property located in the County of Douglas, State of Nevada, commonly known as 1146 HWY 50, and identified as Assessor's Parcel Number 1418-34-302-001 (Hereinafter the "JANNETTI PARCEL"), and do hereby agree as follows:

WHEREAS, the driveway providing ingress and egress to the PINE ROCK PARCEL encroaches upon a portion of the JANNETTI PARCEL; and

WHEREAS, the location of said Encroachments are legally described on Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, JANNETTI has agreed to consent to allow the Encroachments on the JANNETTI PARCEL.

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:

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1. JANNETTI hereby acknowledges and consents to the existence of the Encroachments and agrees to allow the Encroachments on a perpetual basis.

2. The driveway shall not be considered as the boundary line between the PINE ROCK PARCEL and the JANNETTI PARCEL. The boundary line shall remain in accordance with the legal descriptions set forth and recorded in the Parties respective vesting deeds.

3. PINE ROCK shall be responsible for all maintenance, repair, and replacement costs for the Encroachments, and PINE ROCK shall be granted reasonable access onto the JANNETTI PARCEL to perform the same.

4. PINE ROCK agrees that, should the driveway be altered, ordinary repairs excepted, the alterations will not increase and extend beyond the present location, as set forth on Exhibit A, unless otherwise agreed to in writing by both parties.

5. PINE ROCK and JANNETTI agree that for the purpose of calculating land coverage and applying TRPA Ordinances relating to land coverage the Driveway located within the Easement shall remain attributable to the Jannetti Parcel.

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

[Signature Page Follows]

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

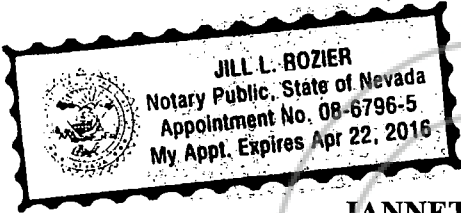
PINE ROCK:

By: PR MANAGEMENT, LLC, A NEVADA LIMITED LIABILITY COMPANY, MANAGER

By: 
KENNETH R. JILLSON, MANAGER

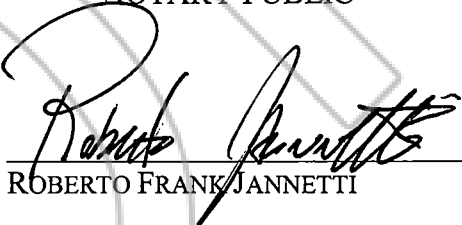
STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on October 12, 2015, by Kenneth R. Jillson, as Manager of PR Management, LLC.




NOTARY PUBLIC

JANNETTI:


ROBERTO FRANK JANNETTI

STATE OF NEVADA)
) : ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on Oct. 12, 2015, by Roberto Frank Jannetti.




NOTARY PUBLIC

EXHIBIT A

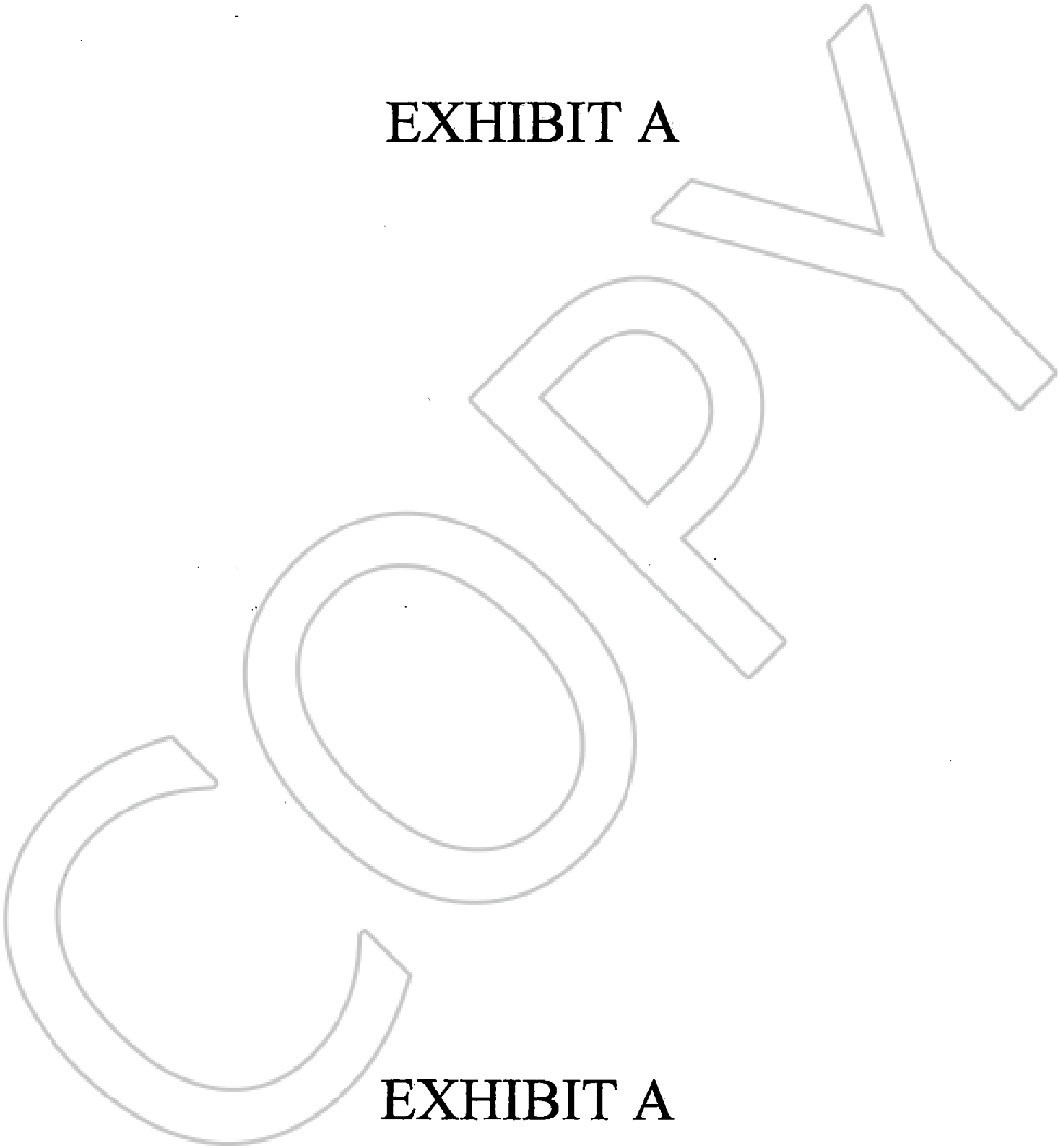


EXHIBIT A



TURNER & ASSOCIATES, INC.

LAND SURVEYING

(775) 588-5458

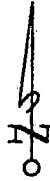
388 DORLA COURT, SUITE 213

ROUND HILL, NEVADA

P.O. BOX 5167 - STATELINE, NEVADA 89449

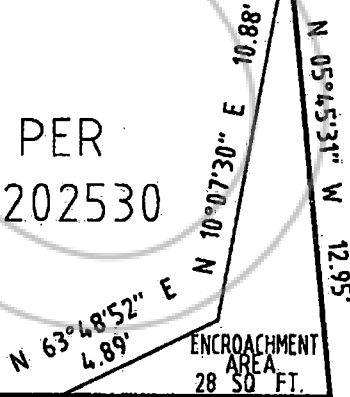
PROJECT FILE 15149

DATE 7/2015 JOB No. 15149
PROJECT ENCROACHMENT EXHIBIT
BY SW PAGE 1 OF 1
1146 U.S. HWY. 50, DOUGLAS CO., NV
A.P.N. 1418-34-302-001



1" = 5'

PARCEL PER
DOC. NO. 202530



PARCEL PER
DOC. NO. 0652779

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July 27, 2015
15149

DESCRIPTION
Encroachment

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

All that portion of that parcel of land described in that Grant, Bargain, Sale Deed, filed for record on May 23, 1989 as Document Number 202530, Douglas County Official Records, more particularly described as follows:

Beginning at the Southeast corner of said Parcel per the Grant, Bargain, Sale Deed;
thence North $89^{\circ}53'00''$ West 7.60 feet;
thence North $63^{\circ}48'52''$ East 4.89 feet;
thence North $10^{\circ}07'30''$ East 10.88 feet;
thence South $05^{\circ}45'31''$ East 12.95 feet to the Point of Beginning.

Containing 28 square feet, more or less.

The basis of bearing for this legal description is that Grant, Bargain, Sale Deed per Document Number 202530.

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