

35'



KAREN ELLISON, RECORDER

APNs: 1418-34-304-012, 1418-34-304-011

**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 29th day of June, 2018, by and between BARRY BUEHLER (hereinafter "BUEHLER") as owner of that certain real property located in the County of Douglas, State of Nevada, commonly known as known as 179 Mason Court, and identified as Assessor's Parcel Number 1418-34-304-011 (hereinafter the "BUEHLER PARCEL"), and JAMES M. FITZPATRICK AND GLORIA G. FITZPATRICK, TRUSTEES OF THE FITZPATRICK TRUST DATED 10/24/2000 (hereinafter "FITZPATRICK") as owner of that certain real property located in the County of Douglas, State of Nevada, commonly known as 1160 HWY 50, and identified as Assessor's Parcel Number 1418-34-304-012 (hereinafter the "FITZPATRICK PARCEL"), (hereinafter collectively referred to as the "Parties") and do hereby agree as follows:

WHEREAS, the eastern eave of roof of the garage structure on the BUEHLER PARCEL encroaches upon a portion of the FITZPATRICK PARCEL (hereinafter the "Encroachment"); and

WHEREAS, the location of said Encroachment is more particularly identified by the Topographic Survey of the Fitzpatrick Parcel, dated January 2018, attached hereto and incorporated herein by this reference as **Exhibit A**; and

WHEREAS, FITZPATRICK has agreed to consent to allow the Encroachment on the FITZPATRICK 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:

1. FITZPATRICK hereby acknowledges and consents to the existence of the ENCROACHMENT and agrees to allow the Encroachment on a perpetual basis, until such time the garage structure on the BUEHLER PARCEL is substantially modified wherein fifty percent (50%) of the roof rafters of the encroaching garage structure are rebuilt or replaced.

2. FITZPATRICK hereby acknowledges the garage structure on the BUEHLER PARCEL may encroach on the property line set back.

3. The Encroachment shall not be considered as the boundary line between the BUEHLER PARCEL and the FITZPATRICK PARCEL. The boundary line shall remain in accordance with the legal descriptions set forth and recorded in the Parties' respective vesting deeds.

4. BUEHLER shall be responsible for all maintenance, repair, and replacement costs for the Encroachment, and BUEHLER shall be granted reasonable access onto the FITZPATRICK PARCEL to perform the same.

5. BUEHLER agrees that, should the garage structure on the BUEHLER PARCEL be substantially modified, wherein the roof and rafters of the encroaching garage structure are rebuilt or replaced, ordinary repairs excepted, the modifications will not increase and extend beyond the present location, as set forth on **Exhibit A**, unless otherwise agreed to in writing by both parties.


6. BUEHLER and FITZPATRICK agree that for the purpose of calculating land coverage and applying TRPA Ordinances relating to land coverage, the garage structure located within the Encroachment shall remain attributable to the BUEHLER PARCEL.

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

[Signature and Notarial Page Follows]

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

BUEHLER:



BARRY R. BUEHLER

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

**PLEASE SEE ATTACHED
CALIFORNIA ALL-PURPOSE
ACKNOWLEDGEMENT FORM**

1002-1/5/18

This instrument was acknowledged before me on June _____, 2018, by Barry R. Buehler.

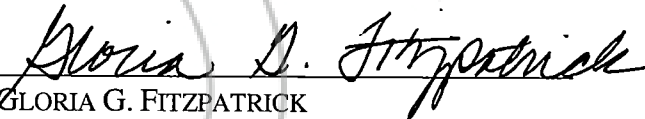
NOTARY PUBLIC

FITZPATRICK:

THE FITZPATRICK TRUST DATED 10/24/2000



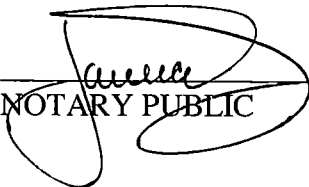
JAMES M. FITZPATRICK



GLORIA G. FITZPATRICK

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

This instrument was acknowledged before me on June *29*, 2018, by James M. Fitzpatrick and Gloria G. Fitzpatrick.



NOTARY PUBLIC



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

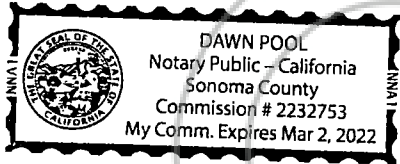
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Sonoma }

On July 05, 2018, before me, Dawn Pool, Notary Public,
personally appeared Barry R Buehler

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE *Dawn Pool*

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

COPY

EXHIBIT A

