

APNs: 1418-02-410-001 &
1418-03-812-001



00114943202009495130060065

KAREN ELLISON, RECORDER

**RECORDING REQUESTED BY
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 this 20th day of July, 2020, by and between Patrick K. Willis, as Trustee of the Patrick K. Willis Trust dated March 28, 2000 (hereinafter "WILLIS") as owner of that certain real property located in the County of Douglas, State of Nevada, commonly known as 202 Pine Tree Lane, Assessor's Parcel Number 1418-02-410-001 (hereinafter the "WILLIS PARCEL"), and R. Michael Thompson and Gloria E. Thompson, Trustees of the G & M Thompson 2014 Trust (hereinafter "THOMPSON"), as owner of that certain real property located in the County of Douglas, State of Nevada, commonly known as 2159 The Back Road, Assessor's Parcel Number 1418-03-812-001 (hereinafter the "THOMPSON PARCEL"), collectively referred to as the "Parties".

WHEREAS, WILLIS erected a wood fence on the WILLIS PARCEL and THOMPSON erected a fence of the same color and material on the THOMPSON PARCEL; the fence that is located on the WILLIS PARCEL is owned WILLIS and the FENCE that is located on the THOMPSON PARCEL is owned by THOMPSON;

WHEREAS, THOMPSON planted trees, landscaped, and installed irrigation on a portion of land that encroaches on the WILLIS PARCEL, a map showing the area of the encroachment is attached hereto and incorporated herein by reference as **Exhibit A** (hereinafter the "Encroachment Area"); the Encroachment Area is that area to the east of the wood fence on the WILLIS PARCEL and extends to the boundary line between the WILLIS PARCEL and THOMPSON PARCEL;

WHEREAS, THOMPSON has historically irrigated the trees and landscaping in the Encroachment Area;

WHEREAS, THOMPSON has entered into an agreement for the purchase and sale of the THOMPSON PARCEL, and WILLIS and THOMPSON desire to memorialize in writing, the understanding of all Parties, including the purchasers of the THOMPSON PARCEL, relating to the permissive use of the Encroachment Area and the rights and responsibilities thereof;

WHEREAS, THOMPSON, on behalf of themselves, and on behalf of their successor and assigns, agrees and acknowledges that their future use of the Encroachment Area shall be permissive, they have no vested rights, whatsoever, to the continued use of the Encroachment Area or to any other claims arising therefrom or related to the WILLIS 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, to ensure the privacy and property rights of the parties, they do hereby agree as follows:

1. The wood fence on the WILLIS PARCEL on the boundary of the Encroachment Area shall not be considered as the boundary line between the WILLIS PARCEL and the THOMPSON PARCEL. The boundary line shall remain in accordance with the legal descriptions set forth and recorded in the Parties' respective vesting deeds.

2. THOMPSON, on behalf of themselves, and on behalf of their successor and assigns, will cause no further encroachments to be made, including claiming any rights of ownership, occupancy, or access based on previous or future use of the Encroachment Area.

3. THOMPSON, on behalf of themselves, and on behalf of their successor and assigns, hereby waives any and all claims arising out of or related to the Encroachment Area and/or the WILLIS PARCEL.

4. THOMPSON, agrees on behalf of themselves, and on behalf of their successor and assigns, to continue to irrigate the landscaping and trees on the Encroachment Area, being the east side of the wood fence on the WILLIS PARCEL, as depicted on **Exhibit A** hereto.

5. The Parties shall maintain their respective side of the fence bordering the Encroachment Area (for WILLIS the west side and for THOMPSON, the east side), and in the event of a structural issue, the Parties shall share in the cost to replace the fence. The Parties shall be solely responsible for the maintenance of those portions of the fence located on their respective parcels where the fence does not border the Encroachment Area.

6. Upon ninety (90) days written notice, WILLIS, or his successor or assigns, may revoke this Agreement, and upon such revocation, THOMPSON, or its successors and assigns, shall remove the irrigation, and the landscaping, unless removed by THOMPSON, or its successors and assigns, shall be assumed by WILLIS, or his successor or assigns, and the maintenance thereof shall be the sole responsibility of the owner of the WILLIS PARCEL. Should WILLIS, or his successor or assigns, revoke this Agreement and choose to move the fence to the boundary line of the WILLIS and

THOMPSON PARCELS, such cost shall be borne solely by the owner of the WILLIS PARCEL.

7. This Agreement shall run with the land burdening and benefitting both the WILLIS PARCEL and the THOMPSON PARCEL. This Agreement shall bind the successors and assigns of the Parties hereto.

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

WILLIS:

Patrick K. Willis Trust dated March 28, 2000



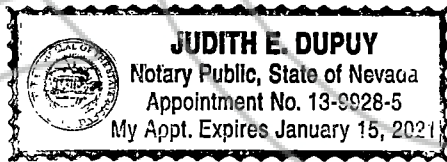
Patrick K. Willis, Trustee

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on the 20th day of July, 2020 by Patrick K. Willis, as Trustee of the Patrick K. Willis Trust dated March 28, 2000.



NOTARY PUBLIC



THOMPSON:

G & M Thompson 2014 Trust

R. Michael Thompson, Trustee

R. Michael Thompson, Trustee

Gloria E. Thompson, Trustee

Gloria E. Thompson, Trustee

STATE OF NEVADA)

) ss.

COUNTY OF DOUGLAS)

This instrument was acknowledged before me on the 21st day of July, 2018 by R. Michael Thompson and Gloria E. Thompson, as Trustees of the G & M Thompson 2014 Trust.

[Signature]
NOTARY PUBLIC



THOMPSON:

G & M Thompson 2014 Trust

R. Michael Thompson, Trustee

Gloria E. Thompson, Trustee

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on the ____ day of July, 2018 by R. Michael Thompson and Gloria E. Thompson, as Trustees of the G & M Thompson 2014 Trust.

NOTARY PUBLIC

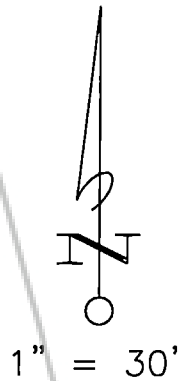
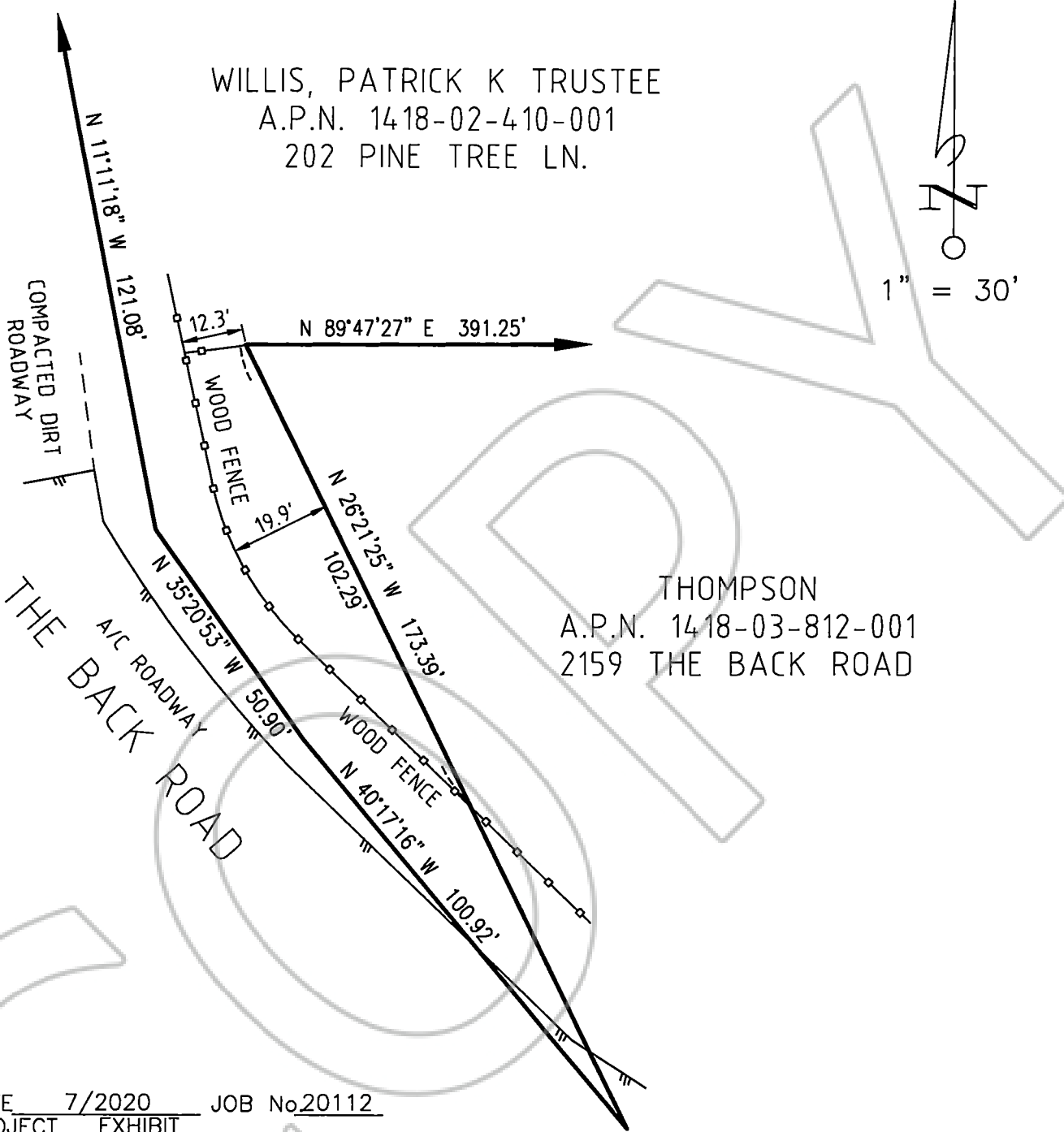
Agreed to and Acknowledged By the Buyers of the THOMPSON PARCEL:

Ronald J. Iversen Elizabeth D. Iversen
RONALD J. IVERSEN ELIZABETH D. IVERSEN

EXHIBIT A

WILLIS, PATRICK K TRUSTEE
A.P.N. 1418-02-410-001
202 PINE TREE LN.

THOMPSON
A.P.N. 1418-03-812-001
2159 THE BACK ROAD




DATE 7/2020 JOB No 20112
PROJECT EXHIBIT
BY SW PAGE 1 OF 1
202 PINE TREE LN., DOUGLAS CO., NV
A.P.N. 1418-02-410-002



TURNER & ASSOCIATES, INC.

LAND SURVEYING
(775) 588-5658
308 DORLA COURT, SUITE 203
ROUND HILL, NEVADA
P.O. BOX 5067 - STATELINE, NEVADA 89449
PROJECT FILE 20112

LEGEND

 EDGE OF PAVEMENT