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KAREN ELLISON, RECORDER

APNs: 1318-24-311-015, 1318-24-311-014

**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 7<sup>th</sup> day of July, 2021, by and between DAVID WASHBURN, TRUSTEE OF THE DAVID WASHBURN TRUST (hereinafter "WASHBURN") as owner of that certain real property located in the County of Douglas, State of Nevada, commonly known as known as 226 Highlands Drive, and identified as Assessor's Parcel Number 1318-24-311-015 (hereinafter the "WASHBURN PARCEL"), and DAVID C. PLETCHER (hereinafter "PLETCHER") as owner of that certain real property located in the County of Douglas, State of Nevada, commonly known as 220 Highlands Drive, and identified as Assessor's Parcel Number 1318-24-311-014 (hereinafter the "PLETCHER PARCEL"), (hereinafter collectively referred to as the "Parties") and do hereby agree as follows:

**WHEREAS**, the concrete retaining wall on the downhill side of the WASHBURN PARCEL encroaches upon a portion of the PLETCHER PARCEL (hereinafter the "Encroachment"); and

**WHEREAS**, the location of said Encroachment is more particularly identified by the Boundary & Topographic Survey of the WASHBURN PARCEL, dated June 19, 2019, attached hereto and incorporated herein by this reference as **Exhibit A**; and

**WHEREAS**, PLETCHER has agreed to consent to allow the Encroachment on the PLETCHER 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. PLETCHER hereby acknowledges and consents to the existence of the ENCROACHMENT and agrees to allow the Encroachment on a perpetual basis.

2. PLETCHER hereby acknowledges the concrete retaining wall originating on the WASHBURN PARCEL may encroach on the property line.

3. The PLETCHER PARCEL owner agrees to at all times leave at least five feet of the PLETCHER PARCEL closest to the Encroachment free of any permanent structure whose existence would be damaged by or interfere with the maintenance, repair or replacement of the said retaining wall.

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

5. The WASHBURN PARCEL owner shall be responsible for all maintenance, repair, and replacement costs for the Encroachment, and the WASHBURN PARCEL owner shall be granted reasonable access onto the PLETCHER PARCEL to perform the same.

6. The WASHBURN PARCEL OWNER agrees should the concrete retaining wall be substantially modified, wherein the concrete retaining wall is 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 the WASHBURN PARCEL owner and the PLETCHER PARCEL owner.

7. For the purpose of calculating land coverage and applying TRPA Ordinances relating to land coverage, the concrete retaining wall located within the Encroachment shall remain attributable to the WASHBURN PARCEL.

8. 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.

PLETCHER:

  
\_\_\_\_\_  
DAVID C. PLETCHER

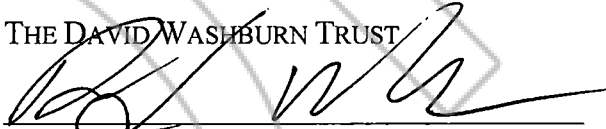
STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

This instrument was acknowledged before me on July 7, 2021, by David C. Pletcher.

  
\_\_\_\_\_  
NOTARY PUBLIC



WASHBURN:

THE DAVID WASHBURN TRUST  
  
\_\_\_\_\_  
DAVID WASHBURN

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

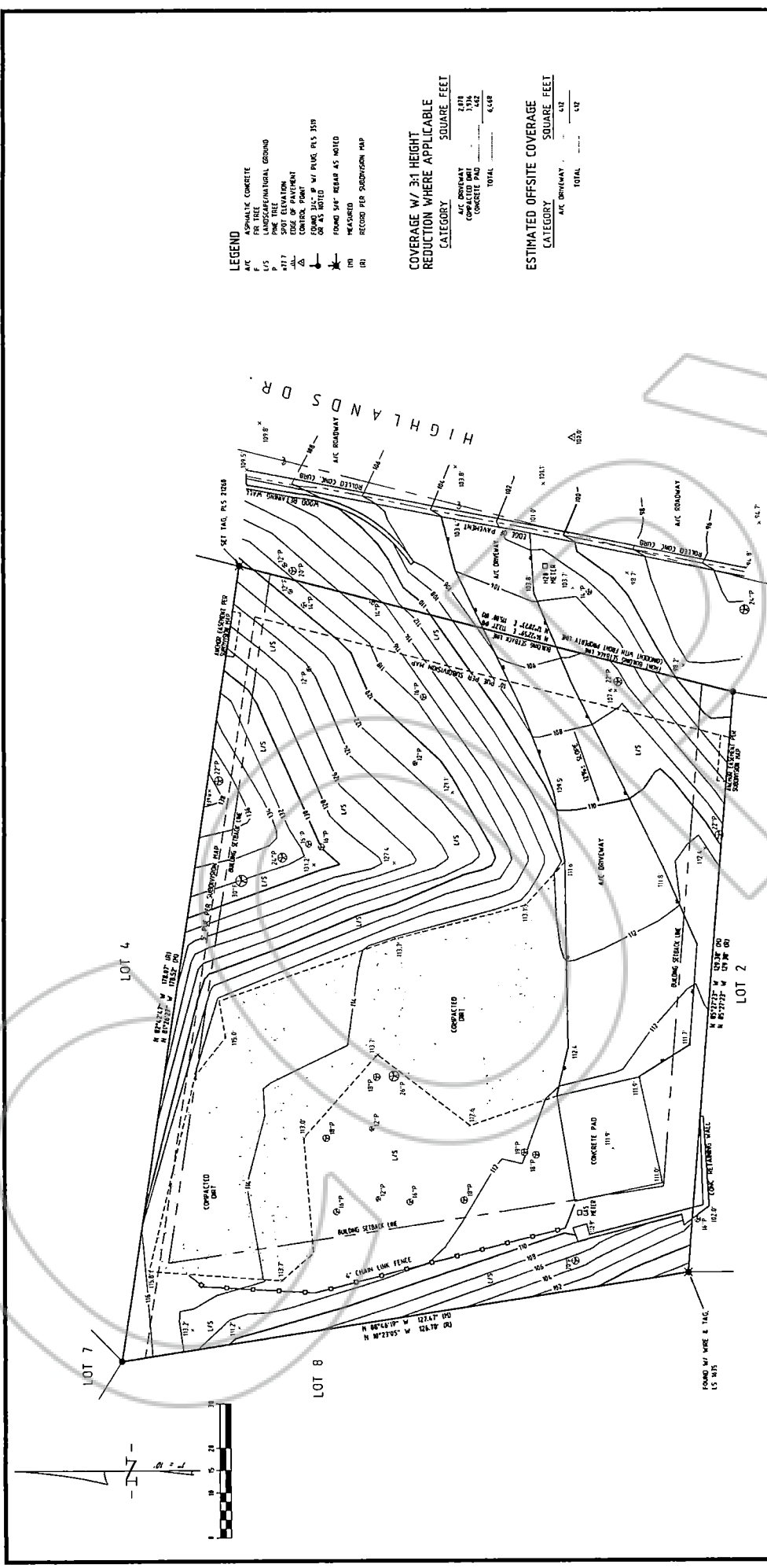
This instrument was acknowledged before me on July 7, 2021, by David Washburn.

  
\_\_\_\_\_  
NOTARY PUBLIC



COPY

**EXHIBIT A**



- LEGEND**
- A/C ASPHALTIC CONCRETE
  - F FR TREE
  - L/S LANDSCAPE/NATURAL GRASSING
  - SPOT ELEVATION
  - EDGE OF PAVEMENT
  - CONTROL POINT
  - FOUND SWP REBAR AS NOTED
  - RECORDED PER SUBDIVISION MAP
  - OR

**COVERAGE W/ 3:1 HEIGHT REDUCTION WHERE APPLICABLE**

CATEGORY	SQUARE FEET
A/C DRIVEWAY	2,878
CONCRETE PAD	1,774
TOTAL	4,652

**ESTIMATED OFFSITE COVERAGE**

CATEGORY	SQUARE FEET
A/C DRIVEWAY	418
TOTAL	418

**OWNER & MAILING ADDRESS**  
 OFF NUMBER  
 6548 S FEDERAL WAY #215  
 BOULDER, CO 80504

**LAND AREA**  
 10,474 SQUARE FEET

DATE	AC	DATE	FILE NAME

**BOUNDARY & TOPOGRAPHIC SURVEY**  
**LOT 3, BLOCK B, KINGSBURY HIGHLANDS #1**  
**APN 1318-24-311-015, 226 HIGHLANDS DR.**  
**DOUGLAS CO., NV**

**SCALE**  
 HORIZ. 1"=50' VERT. 1"=10'

**BENCH MARK**  
 NUMBER \_\_\_\_\_  
 ELEVATION 100.00'  
 DATUM ASSUMED

**DESCRIPTION - SET MAG. NAIL IN A/C DRIVEWAY**

REVISION NO.	DATE	DESCRIPTION

**NOTES**

- ...THIS SURVEY HAS BEEN PREPARED WITH THE USE OF A TOTAL STATION INSTRUMENT BY JOHN TURNER, INC. COMPANY, THE SURVEY IS DATED 11/15/2018.
- ...PROPERTY OWNER AND/OR DESIGNER MUST VERIFY BUILDING SETBACKS AND ANY OTHER BUILDING RESTRICTIONS BEFORE ANY DESIGN OR CONSTRUCTION.
- ...ONLY VISIBLE UTILITIES AND FEATURES HAVE BEEN LOCATED.
- ...THIS DRAWING OR MAP IS THE PROPERTY OF TURNER & ASSOCIATES, INC. AND MAY NOT BE USED OR REPRODUCED WITHOUT THE CONSENT OF TURNER & ASSOCIATES, INC.

**TURNER & ASSOCIATES, INC.**  
**LAND SURVEYING**  
 1115 S. 561-568  
 2ND FLOOR  
 280 DORLA COURT, SUITE 207 - ROUND HILL, NEVADA 89424  
 P.O. BOX 3487 - STATION, NEVADA 89403