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Assessor's Parcel Number: 1418-10-702-002

Recording Requested By:

Name: GEORGE W. ECHAN

Address: PO BOX 706

City/State/Zip ZEPHYR COVE, NV 89448

Real Property Transfer Tax:

DOC # **0803856**
06/12/2012 10:59 AM Deputy: AR
OFFICIAL RECORD
Requested By:
GEORGE W. ECHAN

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 5 Fee: 18.00
BK-0612 PG-2628 RPTT: 0.00



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RELEASE AND HOLD HARMLESS AGREEMENT

(Title of Document)

This document does not contain any personal information, including social security numbers.

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.



RELEASE AND HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement (this "*Agreement*") is entered into as of MAY 19~~th~~, 2011 by and between David Thorburn and Kate Thorburn, individuals ("Property Owner") and the Tahoe Douglas Fire Protection District, a governmental entity created by Douglas County Ordinance No. 627-1994 (the "District"). Property Owner and District are sometimes referred to herein collectively as the "*Parties*" and each individually as a "*Party*".

RECITALS

WHEREAS, Property Owner is the owner of property known as Douglas County Assessor Parcel Number 1418-10-702-002 (the "*Property*");

WHEREAS, Property Owner supports and benefits from the construction of a gate on the Postmistress Properties, L.L.C. property (APN 1418-10-802-003) that will minimize vehicular traffic and increase privacy on Glenbrook Road (the "*Gate*"); and

WHEREAS, the Property Owner agrees to release and hold harmless the District for liability related to the Gate in consideration for its approval of the Gate.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Incorporation of Recitals. The Parties acknowledge the accuracy of the foregoing Recitals. Each of the foregoing recitals is hereby incorporated into this Agreement by this reference and is made a part hereof.

Section 1. Release and Hold Harmless.

a. Property Owner, and its successors and assigns, release and hold harmless the District, and any other emergency agencies, and their respective officers, trustees, agents and representatives (the "*Indemnified Parties*") from and against any and all claims, damages, actions, liabilities, fees, costs and expenses and attorney's fees, except for any loss or damage arising out of willful misconduct by the Indemnified Parties, arising from delayed or compromised fire suppression, evacuation directives or recommendations, emergency medical services, hazmat mitigation, police response and any other emergency responses or other services provided to Property Owner by the Indemnified Parties caused, in whole or in part, by the Gate and for the removal of the Gate if required by District (the "*Claims*").

Section 2. Notices. All notices and other communications required or contemplated hereunder by one Party to the other shall be in writing and shall be deemed given (a) if delivered personally, on the date given, (b) if delivered by courier express delivery service, on the date of delivery or (c) if by certified or registered mail, postage prepaid, return receipt requested, seven

(7) days after deposit in a lawful U.S. mail depository, to the Parties (or their successors in interest) at the addresses identified for such Party as follows:

(i) If to Property Owner:

David and Kate Thorburn
2161 Colorado Ave. #b
Turlock, CA 95382

(ii) If to District:

For personal service :

Tahoe Douglas Fire Protection District
Attn: Chief
193 Elks Point Road
Zephyr Cove, Nevada 89448
Telephone: (775) 588-3591
Facsimile: (775) 588-3046

For mailing :

Tahoe Douglas Fire Protection District
Attn: Chief
P.O. Box 919
Zephyr Cove, Nevada 89448
Telephone: (775) 588-3591
Facsimile: (775) 588-3046

Section 3. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflict of law principles. The Parties agree that any Party bringing any action or proceeding against the other Party arising out of or relating to this agreement or the matters contemplated herein shall bring such action or proceeding in the courts of Douglas County, Nevada and that said courts shall be the exclusive forum in which any Party may bring such action or proceeding.

Section 4. Severability. Any provision of this Agreement that is held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof.

Section 5. Entire Agreement; Amendments and Waivers. This Agreement constitutes the complete, final and exclusive statement of the agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. No amendment, supplement, modification, rescission or waiver of this Agreement shall be binding unless executed in writing by the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a continuing waiver unless otherwise expressly provided.

Section 6. Real Covenants; Equitable Servitudes. The rights and restrictions set forth herein shall be deemed covenants running with the land or equitable servitudes, as the case may be, and shall constitute benefits to and burdens upon Property Owner and shall be binding on Property Owner and its successors and assigns and all persons acquiring or owning any interest in Property Owner Property. The District shall have the right to record this agreement with the Douglas County Recorder's Office following its execution by the parties.

Section 7. Construction. Each Party warrants, represents and agrees that in executing this Agreement, it does so after having the opportunity to receive independent legal advice from its attorneys. This Agreement was prepared jointly after arms' length negotiations between the Parties and their counsel, and the language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not strictly construed for or against any Party.

Section 8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all Parties hereto had signed the same signature page.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

PROPERTY OWNER.

By: David E Thorburn
David Thorburn

By: Kate Thorburn
Kate Thorburn

TAHOE DOUGLAS FIRE PROTECTION DISTRICT

By: Ben Start

Name: BEN START

Its: FIRE CHIEF

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California
COUNTY OF Stanislaus)^{SS}

This instrument was acknowledged before me on 5/20/11 by David Thorburn, an individual.

WITNESS my hand and official seal.

Signature Lori A. Machado
(seal)



CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California
COUNTY OF Stanislaus)^{SS}

This instrument was acknowledged before me on 5/20/11 by Kate Thorburn, an individual.

WITNESS my hand and official seal.

Signature Lori A. Machado



CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEVADA)
COUNTY OF DOUGLAS)^{SS}

This instrument was acknowledged before me on Jan 7, 2012 by BEN SHARIT in his capacity as Fire Chief of the Tahoe Douglas Fire Protection District.

WITNESS my hand and official seal.

Signature [Signature]
(seal)

