



KAREN ELLISON, RECORDER

APN# 1318-10-310-012

Recording Requested by/Mail to:

Name: TAHOE DOUGLAS DISTRICT
Address: PO Box 1160
City/State/Zip: ZEPHYR COVE, NV 89448

Mail Tax Statements to:

Name: _____
Address: _____
City/State/Zip: _____

INVESTIGATION / HOA MEMBERS AGREEMENT
Title of Document (required)

----- (Only use if applicable) -----

The undersigned hereby affirms that the document submitted for recording contains personal information as required by law: (check applicable)

- Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)
- Judgment – NRS 17.150(4)
- Military Discharge – NRS 419.020(2)

Signature

Printed Name

This document is being (re-)recorded to correct document # _____, and is correcting

INDEMNIFICATION / HOLD HARMLESS AGREEMENT

WHEREAS, the Tahoe-Douglas District "the District", is charged pursuant to NRS Chapter 318 to build and maintain sewer service and lines within the area including Douglas County Parcel APN 1318-10-310-012, also known as 692 Lakeview 2, Zephyr Cove, Nevada; and

WHEREAS, the Tahoe-Douglas District is the owner of the Tahoe-Douglas utility district; and

WHEREAS, Mr. and Mrs. David Scott and family "Scott" intends to build a new home and extend the deck of his home within the sewer easement of the Tahoe-Douglas District. The nearest footing will be no closer than 2 feet from the sewer line. See exhibit A attached.

WHEREAS, the parties to this agreement acknowledge and agree that the District must have access to the easements and lines in order to maintain sewer service pursuant to its mandate;

NOW THEREFORE, it is hereby agreed between the Tahoe-Douglas District and Mr. and Mrs. David Scott as follows:

1. The District will allow the improvements to remain in the easement with the understanding that it may be necessary, with or without prior notice for the District to remove or destroy said improvements and landscaping if it is deemed by the District, and the District alone, that said action is necessary.
2. Scott acknowledges that for good and sufficient consideration, Scott agrees to release and waive all claims as against the District, its agents or assigns, arising from the actions in conjunction with the maintenance, repair, construction or any other activity regarding the easements and lines that the District deems necessary.
3. Scott agrees to be personally liable for any cost or other expense connected with the removal or destruction of said landscaping, or improvements.
4. Scott further agrees to indemnify, defend, save, keep and forever hold harmless the District, its agents or assigns, officers and employees, from and against any and all claims, demands, liabilities, costs, suits or actions, including all reasonable expenses, attorney's fees, consequential damages, third-party actions of any kind, or any other type of damage, for injuries to or the death of any person or persons, including the employees of each party hereto, and for the loss of or damage to the property of any person or persons, including the property of each party hereto, alleged to have been caused, in whole or in part, by or resulting from the actions taken by the District.
5. This Release, Waiver and Indemnification is a result of Scott's independent and knowing investigation of the District, and its operations, and based upon the same, the Scott's are aware that such activities have a potential risk of injury to persons and property and hereby assumes any and all risk associated therewith.
6. This is to be a recorded document with title and will be binding upon the property owner's successors.

Executed this 21st day of June, 2016.

David Scott Stephanie Scott
Mr. and Mrs. David Scott

Subscribed and Sworn to this 21st day of JUNE, 2016, by Mr. and Mrs. David Scott.

Dated: 6-21-2016
Manson Hubert Kuhn Jr
Notary Public



Accepted this 21 day of JUNE, 2016

Tahoe-Douglas District By [Signature]

June 21, 2016
15192

DESCRIPTION
15' Sanitary Sewer Easement

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

All that portion of Lot 9 and a portion of Lot 10, Block F of Zephyr Cove Properties Amended No. 2, filed for record on August 5, 1929, as Document No. 267, as described in that Grant, Bargain and Sale Deed, filed for record on October 28, 2013, as Document No. 0832727, Douglas County Official Records, more particularly described as follows:

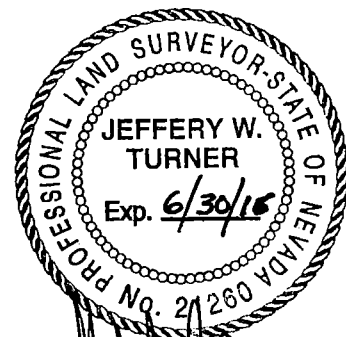
Beginning at a point on the Easterly line of said Lot 9 that bears North 08°01'31" West 114.71 feet from the South most corner of said Lot 9;
thence North 66°37'56" West 63.89 feet;
thence South 89°59'50" West 63.75 feet to the Westerly boundary of the land as described in said property per Document No. 0832727;
thence along said property per Document No. 0832727 NORTH 15.00 feet;
thence leaving said property per Document No. 0832727 North 89°59'50" East 66.85 feet;
thence South 66°37'56" East 62.92 feet to the Easterly Line of said Lot 9;
thence along said Easterly line of said Lot 9 South 08°01'31" West 15.55 feet to the Point of Beginning.

Containing 1,931 square feet more or less.

The Basis of Bearing for this description is the above referenced Zephyr Cove Properties Amended No. 2.

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





TURNER & ASSOCIATES, INC.

LAND SURVEYING

(775) 588-5658

388 DORLA COURT, SUITE 203

ROUND HILL, NEVADA

P.O. BOX 5867 - STATELINE, NEVADA 89449

PROJECT FILE 15192 EXHIBIT

DATE JUNE 2016 JOB No. 15192

PROJECT EASEMENT EXHIBIT

BY JWT PAGE 1 OF 1

692 LAKE VIEW BLVD., DOUGLAS CO., NV
A.P.N. 1318-10-310-012



1" = 20'

