

APN# 1418-34-110-065



KAREN ELLISON, RECORDER

Recording Requested by/Mail to:

Name: Doug Englekirk (RNE Capital LLC)  
Address: Box 1274  
City/State/Zip: Zephyr Cove NV 89448

Mail Tax Statements to:

Name: RNE Capital LLC  
Address: Box 1274  
City/State/Zip: Zephyr Cove NV 89448

Indemnification / Hold Harmless 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 1418-34-110-065, also known as 1261 Lincoln Park circle, Lincoln Park, Nevada; and

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

WHEREAS, Mr. and Mrs. Doug Englekirk and family "Englekirk" intends to build a new home with the driveway and corner of the structure within the sewer easement of the Tahoe-Douglas District. No other structures are allowed. 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. Doug and Dana Englekirk as follows:

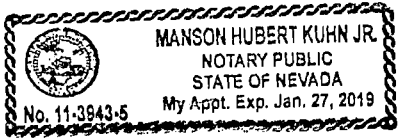
- 1. The District will allow the improvements to remain in the easement with the understanding that it may be necessary, with or without prior notice for the District to remove or destroy said improvements, structures and landscaping if it is deemed by the District, and the District alone, that said action is necessary.
- 2. Englekirk 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. Englekirk agrees to be personally liable for any cost or other expense connected with the removal or destruction of said landscaping, or improvements.
- 4. Englekirk 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 Englekirk'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 1st day of MAY, 2017.

[Signature]  
Mr. and Mrs. ~~Doug~~ and Dana Englekirk

Subscribed and Sworn to this 1st day of MAY, 2017, by Mr. [Signature] and Mrs. [Signature] Doug and ~~Dana~~ Englekirk.

Dated:  
[Signature]  
Notary Public



Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Tahoe-Douglas District By \_\_\_\_\_