

APN# 1318-23-810-104



KAREN ELLISON, RECORDER

Recording Requested by/Mail to:

Name: DAVID B. BRADDOCK

Address: 175 JUNIPER DR.

City/State/Zip: STATELINE, NV 89449

Mail Tax Statements to:

Name: BRADDOCK NEVADA INTERESTS, LLC

Address: P.O. Box 2448

City/State/Zip: COPPELL, TX 75019

TIDFPD GATE ACCESS & EMERGENCY SERVICES Agree
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

**TAHOE DOUGLAS FIRE PROTECTION DISTRICT
GATE, ACCESS AND EMERGENCY SERVICES AGREEMENT
FOR ASSESSOR PARCEL NUMBER 1318-23-810-104
(Braddock Nevada Interests, LLC)**

This Gate, Access and Emergency Services Agreement (Agreement) is entered into between the Tahoe Douglas Fire Protection District (TDFPD) and Braddock Nevada Interests, LLC (OWNER).

WHEREAS, OWNER is the legal owner of certain property located in Douglas County, Nevada, Assessor Parcel Number APN 1318-23-810-104. By signing this Agreement, OWNER represents that they have the legal authority and power to bind this property, and;

WHEREAS, the OWNER must comply with Douglas County Code and the Fire Code to provide gate access for emergency services, and;

WHEREAS, as a condition of approval of the Owner's Building Permit, OWNER must agree to the terms and conditions as set forth in this Agreement.

NOW THEREFORE, inconsideration of the recitals above, TDFPD and the OWNER agree to the following terms:

Section 1. Gate Design. The gate shall comply with all requirements as set forth in the Douglas County Code, Fire Codes as well as any TDFPD requirements. OWNER must receive approval for the gate design from TDFPD prior to constructing or installation of the gate.

Section 2. Maintenance of Gate. Owner shall have the sole responsibility of maintaining the gate in good operating condition and shall provide TDFPD all necessary access codes, keys or opening devices. The OWNER agrees to repair and/or replace any damage to emergency service vehicles caused by the gate not operating properly.

SECTION 3. Removal of Gate. TDFPD shall have the right to revoke its approval of the gate and require removal of the gate if the Owner fails to comply with any of the requirements as set forth above or in Douglas County Code, the Fire Code as well as requirements set forth by the TDFPD. Additionally, TDFPD may require removal of the gate if it is determined that the operation or use of the gate compromises emergency access and other public safety concerns. If the Owner fails to remove the gate after written notice by TDFPD, then TDFPD may take the necessary steps to facilitate the removal of the gate and OWNER acknowledges that they must reimburse TDFPD for the removal costs.

SECTION 4. Hold Harmless and Indemnification.

A. OWNER and its successors agree to indemnify and hold harmless TDFPD and any other emergency agencies and their respective officers, trustees, agents and representatives from and against any and all claims, damages, actions, liabilities, costs, expenses and attorney's fees

arising from delayed emergency services caused in whole or part by the gate; injuries caused by the gate; property damage caused by the gate, access issues related to the gate; and any other reasonably related issues to the gate.

B. OWNER'S obligation shall include but not be limited to the TDFPD's costs of preparation of any administrative record, staff time, attorney time, copying costs, court costs, the costs of any judgments or awards against the TDFPD for damages, losses, costs, or attorney's fees, and the costs of any settlement to be paid to other parties. OWNER'S obligation is not tied to any particular lawsuit but to any and all lawsuits or challenges arising out of, resulting from, or connected with the gate requirements. At TDFPD's sole discretion, OWNER'S obligation is payable by way of reimbursement or advance payment to the TDFPD, and TDFPD may accept in-kind litigation and litigation preparation services in lieu of direct payment. The applicable method or process will be confirmed in a separate writing. OWNER'S obligation under this Agreement does not inure to the benefit of any third party, including any other parties to any litigation.

C. TDFPD shall promptly notify OWNER of any notice of claim, action or proceeding served upon the TDFPD. If the TDFPD fails to promptly notify OWNER of any claim, action or proceeding, and the OWNER is thereby prejudiced in its ability to defend the action, OWNER shall not thereafter be responsible to defend, indemnify or hold harmless the TDFPD. TDFPD may, in its sole discretion, choose to participate in the defense of any action, reserves the right to determine how its defense will be provided, and reserves the right to determine what attorney will provide its defense. Prior to selecting any such attorney, the TDFPD will notify OWNER that it intends to retain counsel; provided, however, the final selection thereof shall be at the TDFPD's sole discretion. All usual and customary costs of defense are payable by OWNER. TDFPD's decision to defend itself with its own counsel shall not preclude OWNER from defending itself with counsel of its choice in the event OWNER is also named in the action.

D. TDFPD may require OWNER to reimburse TDFPD for costs that have been, or which the TDFPD reasonably anticipates will be, incurred by TDFPD during the course of any action or proceeding. OWNER shall reimburse TDFPD within thirty (30) days of receipt of an itemized written invoice from TDFPD. Failure of the OWNER to timely reimburse TDFPD shall be considered a material breach of this Agreement.

Section 5. Governing Law and Jurisdiction. This Agreement shall be governed and construed in accord with the laws of the State of Nevada, Douglas County and TDFPD. Any matters involving this Agreement shall be tried in the Ninth Judicial District Court and said courts shall be the exclusive forum in which any action or proceeding may be conducted.

Section 6. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, it shall not affect the remaining provisions.

Section 7. Notice. All notices and other communications under this Agreement shall be in writing and shall be delivered by certified mail or personal service. Service shall be deemed complete seven days after the certified mailing has been deposited in the U.S. Postal Service or upon personal service.

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Addresses for mailing are as follows:

OWNER

Braddock Nevada Interests, LLC
David B. Braddock - Member
Sandra R. Braddock - Member
PO Box 2448
Coppell, TX 75019

TDFPD
P.O. Box 919
Zephyr Cove, NV 89448
Attn: Chief Ben Sharit
(775) 588-3591

CHIEF SCOTT
BAKER

DB Braddock
Sandra R. Braddock

END OF DOCUMENT

GATE TESTED & APPROVED 2/9/18

Tom Stray TDFPD FIRE INSPECTOR