

APN# 1418-03-401-014



SHAWNYNE GARREN, RECORDER

Recording Requested by/Mail to:

Name: Tahoe-Douglass Dist.

Address: PO Box 1160

City/State/Zip: Zephyr Cove, NV 89448

Mail Tax Statements to:

Name: _____

Address: _____

City/State/Zip: _____

AGREEMENT

Title of Document (required)

Please complete the Affirmation Statement below:

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

- Affidavit of Death – NRS 440.380 (1)(A) & NRS 40.525 (5) Military Discharge – NRS 419.020 (2)
 Other NRS _____ (state specific law)

-OR-

I the undersigned hereby affirm the attached document, including any exhibits, hereby submitted for recording does NOT contain the personal information of any person(s). (Per NRS 239B.030)

Signature

Tahoe-Douglass Dist.

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 1418-03-401-014, also known as 2214 Lands End Dr., Glenbrook, NV 89413; and

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

WHEREAS, Fireball, LLC intends to build a patio within the sewer main line easement of the Tahoe-Douglas District. The patio will be sand set granite flagstone of varied sizes, ranging from 12" to 36" in width. The joints of the flagstone will be stabilized ¼" pea gravel and the pavers will be spaced no less than 1-foot apart within the easement. The owner will have the correct location of the main sewer line surveyed and recorded on this parcel with the Douglas County recorder's office. No other structures are allowed under or above.

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 Fireball, LLC 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. Fireball, LLC acknowledges that for good and sufficient consideration, Fireball, LLC 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. Fireball, LLC agrees to be personally liable for any cost or other expense connected with the removal or destruction of said landscaping, or improvements.
4. Fireball, LLC 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 Fireball, LLC's independent and knowing investigation of the District, and its operations, and based upon the same, Fireball, LLC is 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.

[Remainder of Page Intentionally Blank, Signature Page Follows]

Executed this 20 day of JUNE, 2024.

FIREBALL, LLC,
a Nevada limited liability company

By: [Signature]
David A. Stein, Manager

Subscribed and Sworn to this 20 day of JUNE, 2024, by David. A Stein, Manager, Fireball, LLC

Dated: Kavita Wallace
Notary Public

KAVITA WALLACE
Notary Public, State of New York
No. 01WA6258115
Qualified in Queens County
Commission Expires 02/26/28

Accepted this 28 day of AUGUST, 2024.


Tahoe-Douglas District

By: [Signature]

State of Nevada
Douglas County

Subscribed + Sworn to this 28th day of August, 2024
by Janet Murphy for Tahoe Douglas District.

[Signature]
notary Public

 **Nina Monica C. Kocmanek**
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 21-4027-05
My Appt. Expires December 7, 2025