

HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT made and entered into this _____

Day of _____, _____, by and between _____

_____ Party of the First Part, hereinafter referred to as “GRANTOR”, and County of Washoe, a political subdivision of the State of Nevada, party of the Second Part, hereinafter referred as “GRANTEE”.

WITNESSETH:

Grantor covenants and agrees for his, her or their heirs, successors and assigns, to release, and does hereby release, the Grantee, its successors and assigns, of and from any and all claims, liability, obligation and responsibilities for any loss, damage or destruction of any kind of character whatsoever, to the property and improvements within the existing easement, by reason of or resulting from construction, reconstruction, maintenance, or repair upon, over, across or through the property contained in the existing easement.

Grantor also agrees to reimburse the Grantee for any damage done to its property, including the installed underground facilities, by Grantor or any other person arising from the construction, maintenance, or use of the improvements constructed within the existing easement.

Permission is hereby granted to the Grantee, its authorized agents and/or its contractors to enter in and upon said existing and made a part hereof, for the purpose of constructing, reconstructing, maintaining, or servicing the _____ facilities on the Grantor’s property and to accomplish all necessary incidents thereto.

This permission is granted with the understanding that Grantor agrees to hold harmless and indemnify the Grantee from any loss or liability, financial or otherwise resulting from any removal of concrete, asphalt concrete, landscaping or other obstructions caused by the performance of work under this agreement.

It is further understood that no private utilities shall be constructed or trees planted in the said existing easement.

IN WITNESS WHEREOF, the Grantor hereto has executed this Hold Harmless Agreement the day and year first above written.

Name

Title

State of Nevada)

) SS:

County of Washoe)

On the _____ day of _____, _____, personally appeared before me a, Notary Public, _____, who acknowledged that he/she executed the above instrument.

Accepted for the County of Washoe,

By:

Director of Community Development