

Recording Requested By:

and

**Return to: Town of Truckee
Kelly Carpenter, Town Clerk
10183 Truckee Airport Road
Truckee CA 96161**

Exempt from recording fees per Government Code Section 27383

**TOWN OF TRUCKEE
INDEMNITY, HOLD HARMLESS, AND DEFENSE AGREEMENT**

This Indemnity, Hold Harmless and Defense Agreement ("Agreement") is made and entered into this ____ day of _____, 2023, by and between Norman Christian Galassi and Heather A. Kent, husband and wife as community property with right of survivorship (collectively, "Owner") and the Town of Truckee, a municipal corporation of the State of California, hereafter called "Town".

Section 1. Recitals.

- A. Owner is the owner of 10368 East Alder Creek Road (APN 016-470-006-000) ("the Parcel"), as described in the legal description attached as Exhibit A.
- B. The Parcel is burdened by eight-foot public utility easements along the side property lines of the Parcel as described on the Prosser Lakeview Estates Unit 5 Subdivision Map.
- C. Owner is pursuing a partial easement abandonment to legally abandon three feet of the existing eight-foot public utility easement along the west side property line. A five-foot public utility easement will remain.
- D. Abandonment of the three feet of the eight-foot-wide public utility easement along the west side property line of the Parcel will have no effect on the Town's or public's interest.
- E. Notice was provided to all parties with a recorded interest in the public utility easements and no objections were received prior to the Town Council's consideration of the abandonment.
- F. As a condition of abandoning a portion of the public utility easements, however, Town needs to be assured that in the event a claim of right is made by any person or entity regarding or as a result of the abandonment, the Town will be held harmless and indemnified from any such claim, including payment of any attorneys and expert witness fees the Town may incur in defense of any such claim.

Section 2. Consideration and Specific Terms.

For and in consideration of the promises herein exchanged Town and Owner mutually agree as follows:

To the maximum extent allowed by law, Owner shall, at its own expense, defend, indemnify, and hold Town, its officials, officers, employees and agents free and harmless from any and all suits, claims, damage or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts or omissions of the Town, its agents, or employees, in connection with the Owner's easement abandonment application and/or the Town's abandonment of the easements specifically including, but not limited to, any such claims, suits, damages, or injury arising from any alleged ownership or other interests as described above, including without limitation the payment of reasonable attorney and expert witness fees incurred in any defense of the Town.

Section 3. General Provisions.

This Agreement shall be governed by and construed with the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought in the Truckee branch of the Nevada County Superior Court.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or illegal shall in no way affect, impair or invalidate any other provisions of this Agreement, and such other provisions shall remain in full force and effect.

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by writing signed by both parties. This Agreement shall be interpreted as if jointly prepared by the parties. No presumption shall arise from the identity of the drafter.

Each party warrants to each other that the individual signing this Agreement on behalf of such party is fully authorized to bind such party and agrees to be bound by this Agreement as of the effective date of this Agreement.

This Agreement has been created exclusively for the benefit of the signators and no rights are created in any third party by entry into this Agreement.

All notices permitted or required under this Agreement shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

TOWN:

Town of Truckee
Truckee Airport Road
Truckee, CA 96161
Attn: Town Manager

OWNER:

Norman Christian Galassi
Heather A. Kent
468 Marshall Avenue
San Jose, CA 95125

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid, return receipt requested and addressed to the party at its applicable address.

Section 4. Successors and Assigns.

This Agreement shall run with the land and shall be binding upon the heirs, assigns, subsequent purchasers and any other successors in interest.

Section 5. Recordation.

This Agreement shall be recorded in the official records of Nevada County, California.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the dates set forth below.

TOWN OF TRUCKEE

DATED: _____

Jen Callaway, Town Manager

APPROVED AS TO FORM:

DATED: _____

Andrew Morris, Town Attorney
Town of Truckee

OWNER

DATED: 12/12/23 _____



Norman Christian Galassi

DATED: 12/12/23 _____



Heather A. Kent