

INDEMNIFICATION

Washington City, a Utah Municipal Corporation, hereafter referred to as "City", hereby agrees to indemnify State of Utah, by and through its Division of Lands and Forestry, hereafter referred to as "State", under the following terms and conditions:

SECTION ONE

City undertakes to indemnify State from any and all liability, loss or damage, that may result from any claims, demands, costs, or judgments (including liability for hazardous wastes, if any, deposited on the property) against it arising from the City's prior operation of a solid waste landfill site on a portion of the following described real property located in Washington County, Utah:

The Southwest Quarter of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter (SW1/4NW1/4NE1/4SE1/4); and the Northwest Quarter of the Southwest Quarter of the Northeast Quarter of the Southeast Quarter (NW1/4SW1/4NE1/4SE1/4); and the South Half of the North Half of the Northwest Quarter of the Southeast Quarter (S1/2N1/2NW1/4SE1/4); and the South Half of the Northwest Quarter of the Southeast Quarter (S1/2NW1/4SE1/4); and the North Half of the North Half of the Southwest Quarter of the Southeast Quarter (N1/2N1/2SW1/4SE1/4) all in Section 13, Township 42 South, Range 15 West, Salt Lake Base & Meridian, Utah.

SECTION TWO

Indemnity under this Agreement shall commence on the date of execution of this Agreement and shall continue in full force indefinitely.

SECTION THREE

Indemnity under this Agreement shall be binding on City's successors and assigns and shall survive the conveyance of the above described real property.

DATED this 27th day of September, 1988.

ATTEST


RALPH McCLURE, Recorder

[SEAL]

WASHINGTON CITY

By: 
ROBERT A. SLACK, Mayor

0360728 Br 0550 Pg 0415
RUSSELL SHIRTS * WASHINGTON CO RECORDER
1990 FEB 15 13:23 PM FEE \$.00 BY RMD
REQUEST * UTAH LANDS & FORESTRY

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On this 27th day of September, 1988, before me personally appeared Robert A. Slack and Ralph McClure, whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn did say that he, Robert A. Slack is the Mayor of Washington City and he, Ralph McClure is the Recorder of Washington City, and that the foregoing instrument was signed by proper authority by each of them, and acknowledged to me that they each executed the document in the capacity and for the purposes stated in it.

042721/Wash(2)

Residing at Washington, Utah
Commission expires 08/28/90



Blair Mitchell - Notary Public

