

After Recording Return To:
Richards Law, PC
4141 So. Highland Drive, Ste. 225
Salt Lake City, UT 84124

J. W. H. H.

13083390
9/25/2019 4:28:00 PM \$40.00
Book - 10836 Pg - 3053-3057
RASHELLE HOBBS
Recorder, Salt Lake County, UT
RICHARDS LAW PC
BY: eCASH, DEPUTY - EF 5 P.

Awning/Pergola

**NOTICE OF INDEMNIFICATION
AND
HOLD HARMLESS AGREEMENT**

THIS INDEMNIFICATION/HOLD HARMLESS AGREEMENT AND RELEASE (the "Agreement"), effective as of the date executed by Parties hereto, is made and by and between the Harvest Crossing Villas Owners Association, Inc. (the "Association"), a domestic non-profit corporation, and John M. Torres ("Owner"), an individual owning property within the Association at 3274 W Harvest Chase Drive, So. Jordan, UT. The foregoing may be referred to collectively as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, Owner requests the the following improvements, upon common area or limited common area (collectively "common area"), specifically:

Owner would like to have a patio cover installed at their address.

which will impact the common area(s) of the Association (collectively "Improvements");

WHEREAS, the Association is responsible for the maintenance of the common areas;

WHEREAS, the Association does not desire to be responsible for, or cause other owners within the Association to be responsible for, any damages, repairs, maintenance, replacements injuries or other consequences of allowing Owner to install, use, or maintain said Improvement in the common area of the Association;

WHEREAS, the Parties desire by this Agreement to permit Owner to attach and maintain a structure to common area property or install the Improvements identified above, which impacts the common area and for Owner to indemnify, hold harmless, and release Association to obtain such permission.

WHEREAS, by signing below, Owner warrants and certifies that the Improvement would not jeopardize the soundness or safety of the common area, reduce its value or impair any easement of the other owner within the Association.

AGREEMENT

Exhibit A

NOW, THEREFORE, for and in consideration of the various promises and obligations contained herein, and for good and valuable consideration, the receipt, fairness, and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby mutually agree as follows:

1. Scope of Project: Parties agree that Owner shall have certain use and a temporary, revocable easements over the Common Area located (Common Area allowed to be used):
Those Owners wishing to add a patio awning to their Unit may make a request through the Architectural Committee. The following rules apply. Contractor must be Utah Awnings, the color must be white with wood grain finish, The patio awning must follow the approved drawing, the Owner bears all costs, upkeep and insurance on the patio awning.

1. Owner stipulates to the following additional conditions not stated herein:

Specification of the project is attached.
Owner agrees not to exceed the scope written above.

2. Indemnification. Owner, on behalf of themself and any heirs, beneficiaries, executors, administrators, insurers, agents, guests, invitees, family, employees, successors (i.e., subsequent purchasers) and assigns (hereafter collectively referred to as "**Indemnitors**"), for themself and for all persons claiming by, through or under them, irrevocably covenants, promises and agrees to indemnify the Association, its Management Committee, owner/members, management company, their insurers, successors and assigns, agents, employees and attorneys (hereafter collectively referred to as "**Indemnitees**"), for themself and for all persons claiming by, through or under them and to hold the Indemnitees harmless from and against any and all losses, claims, expenses, suits, repairs, replacements, damages, costs, demands or liabilities, joint or several, of whatever kind or nature which the Indemnitees, for themself and for all persons claiming by, through or under them, may sustain or to which they may become subject arising out of or relating in any way to the Improvement.

3. Increased Costs to Association. Indemnitors agree that any increase in the cost for the Association for insurance and/or to reconstruct, operate, maintain and repair the common areas which might result from the installation, construction and/or use of said Improvement shall be borne by Indemnitors and such costs shall constitute a lien on Indemnitors' unit.

4. Assumption of Risk and Liability. Indemnitors further agree to assume all responsibility and liability for any and all upkeep, maintenance, repair, replacement, injury, death to any person, or damages caused by or related to the installation, use, condition or maintenance of said Improvement regardless of whether or not such person is an invitee, guest, heir, beneficiary, or family member of Indemnitors. Indemnitors further agree to assume all responsibility and liability for damage and/or destruction to any and all property resulting from

Exhibit A

the installation and/or use of the Improvement, regardless of whether such property is private, public, or otherwise.

5. Binding Agreement. This Agreement constitutes the entire Agreement of the parties hereto relative to the subject matter hereof and supersedes all prior agreements between the parties relative to the subject matter hereof, if any, including all written and oral communications between the parties and/or their respective legal counsel.

6. Amendments. This Agreement may not be amended or modified in any way except by a written instrument executed by all parties hereto.

7. Recitals. All of the terms and representations in the above Recitals are incorporated herein by reference.

8. Enforcement. In the event it is necessary for any party hereto to enforce the terms and provisions of this Agreement against any other party hereto, the prevailing party or parties in any such enforcement action shall be entitled to recover all costs and fees of such enforcement, including reasonable attorneys' fees.

9. Governing Law. This agreement shall be interpreted, construed, and governed by the laws of the State of Utah without regard to conflict of law provisions.

10. Captions and Headings. Any captions and headings that may be appearing in this Agreement are for convenience only, and shall in no way be deemed to define, limit or extend the scope or intent of the paragraphs which they precede.

11. Severability. If any provision of this Agreement is adjudged invalid, the remainder of this Agreement shall remain in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

12. Recordation. Owner, as evidenced by their signature below, hereby permits the Association to record this Agreement in the Records of the Salt Lake County Recorder's Office, against the Owner's respective Unit. Owner further acknowledges that a valid legal description will be attached to this Agreement after execution for the purpose of recording this Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

Exhibit A

IN WITNESS WHEREOF, the parties have executed or have caused these presents to be executed by their duly authorized officers or representatives as of the day and year first above written.

OWNER:

[Signature] _____ Date 6/21/19

Owner Name:
Address: 3274 W. Harvest Chase Drive
So. Jordan Utah

Subscribed and sworn to before me on June 21st, 2019.



Notary Public for Utah:

[Signature]

Comm. # 698247
Exp. 12/20/2021

HARVEST CROSSING VILLAS OWNERS ASSOCIATION, INC.:

[Signature]
President

21 JUNE 2019
Date

Subscribed and sworn to before me on June 21st, 2019.



Notary Public for Utah:

[Signature]

Comm. # 698247
Exp. 12/20/2021

Exhibit A

EXHIBIT A

(Legal Description)

Lot 202, HARVEST CROSSING VILLAS, PHASE 2 PUD, according to the official plat on file in the office of the Salt Lake County Recorder's Office.

Parcel No. 27-17-279-039

Exhibit A