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7/22/2020 1:28:00 PM \$40.00
Book - 10984 Pg - 3531-3535
RASHELLE HOBBS
Recorder, Salt Lake County, UT
ELEVATED TITLE
BY: eCASH, DEPUTY - EF 5 P.

When Recorded, Return To:

Kirton McConkie PC
Attn: Joel Wright
Thanksgiving Park Four
2600 West Executive Parkway, #400
Lehi, Utah 84043

Tax Parcel Nos. 33-08-326-008 and 33-08-326-009

(Space above for Recorder's use only)

INDEMNIFICATION AGREEMENT

22nd This INDEMNIFICATION AGREEMENT (the "**Agreement**") is entered into as of the day of July, 2020, by and between Real Salt Lake Academy High School, a Utah non-profit corporation ("**Purchaser**"), and RSL Training Academy, LLC, a Utah limited liability company ("**Seller**"). Purchaser and Seller are sometimes referred to herein as a "**Party**," and collectively as the "**Parties**."

Recitals

A. Seller is the owner and developer of that certain parcel of real property (identified as Tax ID No. 3308-326-009) located at approximately 14787 S. Academy Parkway, Building B, Herriman, Utah (the "**Property**").

B. Seller is also the owner and developer of certain real property located adjacent to the Property (the "**Adjacent Property**").

C. Seller and Purchaser are parties to that certain Purchase and Sale Agreement ("**Purchase Agreement**") dated April 6, 2020, as amended from time to time, wherein the Purchaser agreed to purchase the Property.

D. Purchaser has obtained a commitment for title insurance from Royal Title West, LLC, as agent for Chicago Title Insurance Company (collectively the "**Title Company**"), which includes, among other items, the following exceptions for which any policy the Title Company issues will not cover or defend claims arising thereunder:

- i. Commercial Sewer Connection Agreement by and between Seller and South Valley Sewer District (the "**Sewer District**") dated March 27, 2017, and recorded on April 14, 2017, as Entry No. 12515273 in Book No. 10547 at Page Nos. 6164-6173 (the "**First Sewer Agreement**").
- ii. Commercial Sewer Connection Agreement by and between Seller and South Valley Sewer District dated August 2, 2017, and recorded on August 16, 2017, as Entry No. 12597156 in Book No. 10588 at Page Nos.

7211-7218 (the "**Second Sewer Agreement**") (collectively with the First Sewer Agreement the "**Sewer Agreements**").

- iii. Sign Development Agreement by and between Seller and Herriman City, a political subdivision of the state of Utah (the "**City**"), dated September 11, 2017, and recorded on October 19, 2017 as Entry No. 12640236 in Book No. 10610 at Page Nos. 5740-5750 (the "**Sign Agreement**").

The Sewer Agreements and the Sign Agreement are collectively referred to herein as the "**Improvements Agreements**".

E. The Sewer Agreements benefit both the Property as well as the Adjacent Property. The Sign Agreement exclusively benefits the Adjacent Property.

F. As a condition of Purchaser's purchase of the Property from Seller, Purchaser and Seller seek to clarify the Parties' rights and obligations under the Improvements Agreements pursuant to the terms of this Agreement.

Terms and Conditions

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) in hand paid and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recital Incorporation.** The Recitals to this Agreement are hereby incorporated by the Parties and each Party represents they are correct.

2. **No Assumption of Obligations.** Purchaser and Seller acknowledge and agree that Seller shall retain and Purchaser shall not assume any of the obligations under the Improvements Agreements, including any obligations to install and maintain any sewer or sign improvements on the Property or the Adjacent Property or any obligations to indemnify the Sewer District or the City for any improvements previously installed by Seller.

3. **Property Sewer Improvements.** Seller represents and warrants that Seller has completed and the Sewer District has accepted any and all improvements outlined in the Sewer Agreements necessary to provide sanitary sewer service to the Property (the "**Property Sewer Improvements**"). Use and maintenance of the Property Sewer Improvements shall be governed by that certain Joint Use Agreement executed and recorded by Purchaser and Seller concurrently herewith.

4. **Indemnification by Seller.** Seller shall indemnify, release and defend, with counsel of Purchaser's choice, and hold Purchaser and its employees, officers, divisions, subsidiaries, partners, members and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "**Indemnitees**") harmless from and against any damage, injury, accident, fire, or other casualty, liability, claim, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any

person or property, including the property of the Indemnitees (collectively the “Claims”, or a “Claim”) from or by any unaffiliated third party, Seller, and/or Seller’s agents, arising from or relating to (i) any obligations retained by Seller pursuant to the terms of this Agreement; (ii) use of Property by Seller, Seller’s agents, or any of Seller’s contractors pursuant to the Improvements Agreements, (ii) any bodily injury, property damage, accident, fire or other casualty to or involving Seller or Seller’s agents as a result of the Improvements Agreements, (iii) any violation or alleged violation by Seller or Seller’s agents of any law or regulation now or hereafter enacted as it relates to the Improvements Agreements or any improvements installed pursuant to the Improvements Agreement, or (iv) any enforcement by Purchaser of any provision of this Agreement if Purchaser is the prevailing party in connection therewith; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim is caused by the gross negligence or willful misconduct of the Indemnitees. The indemnity provided by Seller in favor of the Indemnitees in this Agreement shall not require payment as a condition precedent. The terms and conditions of this indemnification provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

5. Obligations Run with the Land. The indemnification obligations created under this Agreement shall run with the land and be binding upon any owner of the Adjacent Property or any part thereof.

6. Governing Law and Attorneys’ Fees. This agreement shall be governed by and construed under the laws of the State of Utah. In any action or proceeding to enforce, interpret, or seek damages for violation of this Agreement, the prevailing party shall recover all reasonable attorneys’ fees, litigation expenses, and court costs.

7. Miscellaneous. This instrument constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

[Signatures and Acknowledgements to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

SELLER

PURCHASER

RSL TRAINING ACADEMY, LLC,
a Utah limited liability company

REAL SALT LAKE ACADEMY HIGH
SCHOOL, a Utah non-profit corporation

By: _____

Name: Deil Loy Hansen

Its: Manager

By: _____

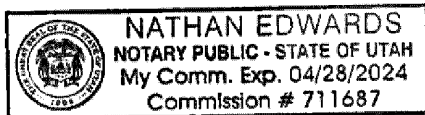
Name: _____

Its: _____

STATE OF UTAH)

CACHE
COUNTY OF SALT LAKE)

On this 20th day of July, 2020, personally appeared before me Deil Loy Hansen, known or satisfactorily proved to me to be the MANAGER of RSL TRAINING ACADEMY, LLC, a Utah limited liability company, who acknowledged before me that s/he signed the foregoing instrument as MANAGER for said company.



Notary Public

STATE OF UTAH)

COUNTY OF SALT LAKE)

On this ____ day of July, 2020, personally appeared before me _____, known or satisfactorily proved to me to be the _____ of REAL SALT LAKE ACADEMY HIGH SCHOOL, a Utah non-profit corporation, who acknowledged to me that he/she signed the foregoing instrument as _____ for said corporation.

Notary Public

