

PAGE ( ) INDEX ( ) ABSTRACT ( ) PLAN ( ) CHECK ( )

INDEMNIFICATION AND MAINTENANCE AGREEMENT

This maintenance and indemnity agreement, entered into this 23<sup>rd</sup> day of July, 1997, by and between Hitching Post Mobile Home Park, a Limited Partnership, as the landowner and indemnitor, and Wasatch Irrigation Company as the indemnitee,

WITNESSETH:

WHEREAS, Wasatch Irrigation Company and/or its stockholders has an irrigation easement across the property of the Owner, and

WHEREAS, the Owner has a desire and need to adjust the course of said waterway and/or to cover a portion thereof, and

WHEREAS, the coverage of said irrigation course will enhance the risks of debris and material obstructing the waterway and will possibly create additional hazards;

NOW, THEREFORE, it is hereby mutually agreed as follows:

1. The realignment and coverage of said waterway shall be per the specifications attached hereto as Exhibit A.

2. That the Owner of the land, together with his successors and assigns shall be responsible for the maintenance of the waterway for a distance of fifteen (15) feet upstream from the opening on through the covered portion of the waterway, and the Owner shall keep the same free and clear of all debris and other obstacles that would interfere with the free flow of water through the channel.

3. The Landowner, his successors, assigns and any lessees, jointly and severally, hereby covenant and agree to indemnify and keep indemnified Wasatch Irrigation Company and its stockholders, users and assigns, and hold and save Wasatch Irrigation Company and its stockholders, users and assigns harmless from and against any and all actions or causes of action, claims, demands, liabilities, losses, damage, or expense of whatsoever kind and nature, including counsel or attorney's fees which Wasatch Irrigation Company or its stockholders, users, successors or assigns shall or may at any time sustain or incur by reason or in consequences of any injury to life or property with respect to that section of the waterway from fifteen (15) feet upstream of the opening of the covered portion and on through to the end of the covering, cement box and/or culvert that covers the waterway, or which Wasatch Irrigation Company, stockholders, users or assigns may sustain or incur in connection with any litigation, investigation, or other expenditures incident to such injury, including any suit instituted to enforce the obligations of this agreement of indemnity.

4. It is further understood and agreed, as a condition of

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WASATCH CO RECORDER-ELIZABETH M PAR  
1997 SEP 29 11:25 AM FEE \$19.00 B  
REQUEST: THACKER WAYNE

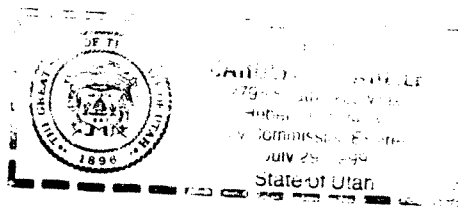


STATE OF Utah )  
COUNTY OF Wasatch : ss.

On the 31<sup>st</sup> day of July, 1997, personally appeared before me Douglas D. Heiner, who being by me duly sworn did say, that he, the said Douglas D. Heiner, is the general partner of Hitching Post Mobile Home Park, a Limited Partnership, and that the within and foregoing instrument was signed in behalf of said partnership by said Douglas D. Heiner and Douglas D. Heiner duly acknowledged to me that said partnership executed the same.

Andreas S. Gubler  
NOTARY PUBLIC

(SEAL)



ENTRY NO. 106619 DATE APRIL 22 1976 TIME 4:07  
PREPARED BY JOHN CHIDISTER PAGE 104 OF 558-9

**Exhibit**  
**B**

WARRANTY DEED

*Ditch goes on South side of both properties going East to West*

RITCHIE ENTERPRISES, a Limited Partnership, and VILLAGE ENTERPRISES, a Utah Corporation, GRANTORS, hereby convey and warrant to HITCHING POST MOBILE HOME PARK, a Limited Partnership, GRANTEE, for the sum of ten (\$10.00) dollars and other valuable consideration, all of their right, title and interest of, in and to the following described real property situated in Wasatch County, State of Utah, to-wit:

BEGINNING 17.47 chains West of the Southeast corner of Section 6, Township 4 South, Range 5 East of the Salt Lake Meridian; thence N48'E 400 feet; thence East 648 feet; thence South 48' West 205 feet; thence East 12 feet; thence South 195 feet; thence West 660 feet to the place of beginning. Area 5.98 acres.

ALSO THE TRACT: Beginning 17.47 chains West and N48'E 400 feet from the Southeast corner of Section 6, Township 4 South, Range 5 East of the Salt Lake Meridian; thence N48'E 425 feet; thence East 720 feet; thence S48'W 175 feet; thence West 72 feet; thence S48'W 250 feet; thence East 112 feet; thence S48'W 205 feet; thence West 112 feet; thence N48'E 205 feet; thence West 648 feet, more or less, to the place of beginning. Area 7.26 acres.

TOGETHER with all improvements thereon and appurtenances thereunto belonging including all access rights of way.

SUBJECT to all easements and rights of way of record and those certain Trust Deeds recorded in Book 90, Page 94-7 and Book 90 Page 108-10 of the Wasatch County Records.

WITNESS the hands of the Grantors this 9 day of April, 1976.

RITCHIE ENTERPRISES, a Limited Partnership  
BY: [Signature]  
General Partner 10197385 BR00360 PG00114

VILLAGE ENTERPRISES, a Utah Corporation  
BY: [Signature]  
President