

WHEN RECORDED PLEASE RETURN TO:  
SLC SUBURBAN SANITARY DISTRICT NO. 2  
PO BOX 145  
MIDVALE, UT 84047

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT is made and entered into as of the 22 day of January, 1996, by and between Chris Body & Paint, Inc., a Utah Corporation, and Bryan A. Christensen and Thora W. Christensen, his wife, hereinafter jointly and severally referred to as "Owner" and Salt Lake City Suburban Sanitary District No. 2, a governmental entity, hereinafter referred to as the "District".

WITNESSETH:

WHEREAS, Owner has previously constructed two buildings on Owner's property within areas covered by right-of-way agreements with the District; and

WHEREAS, the construction of the buildings by the Owner has encroached upon valid and existing easements held by the District, which easements are attached hereto as Exhibit "A" and by this reference made a part hereof, which encroachments occurred without the knowledge or consent of the District; and

WHEREAS, the Owner is requesting the District to consent to the encroachments and not to bring action to remove the same; and

WHEREAS, the District is willing to cooperate and to covenant not to commence action with respect to Owner's encroachment on its sewer easement provided the District is indemnified and released as herein provided.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The District hereby consents to Owner's prior encroachment on the District's sewer easements which encroachment consists of two buildings which consist of a paint booth and a body shop provided Owner complies with all of the terms and conditions of this Agreement. Owner understands and agrees that the District is under no obligation of any kind to relocate or modify its existing sewer lines or easements or the location of the same and that the District's sewer easements across Owner's property shall remain in full force and effect.

2. Owner hereby indemnifies and agrees to hold the District, its officers, trustees, employees, representatives, contractors, agents and assigns harmless from any and all claims, damages, expenses and costs, including attorney's fees, which may incurred by the District at any time as a result of any damage to Owner's buildings or property in connection with or arising out of the construction, maintenance, repair, inspection, operation, enlargement, relocation or removal of the District's sewer line located within the District's easement(s) crossing Owner's property.

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3. Owner hereby releases and forever discharges the District, its officers, trustees, employees, agents, representatives, contractors and assigns of and from all and any manner of claims, causes of action, suits at law or in equity, demands and damages of whatsoever kind or nature of which the undersigned may have or claim based upon or growing out of or connected with the construction, operation, maintenance, relocation, enlargement or replacement of the District's sewer line located within the District's easement(s) crossing Owner's property. This release expressly includes any claims against the District by reason of the present location of the District's sewer line in relation to the location of the buildings constructed on the District's easement by the Owner.

4. Owner hereby agrees that Owner shall not construct or permit any additional buildings or other encroachments to be located on the District's existing sewer easements crossing Owner's property.

5. In the event Owner fails to abide by any of the terms and conditions of this Indemnification Agreement, then the District shall have the right to commence legal action against the Owner to obtain relief as provided by law and shall not be barred from seeking to remove the encroachments on the District's easement. All remedies of the District shall be cumulative.

6. The covenants of the Owner made herein shall be deemed to run with the land and shall be binding upon the Owner, their heirs, representatives, officers, employees, agents, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement individually or by and through their duly authorized representatives as of the day and year first hereinabove written.

"DISTRICT"  
SALT LAKE CITY SUBURBAN  
SANITARY DISTRICT NO. 2

"OWNER"  
CHRIS BODY & PAINT, INC.

By: *Barry L. Jones*  
Chairman

By: *Bryan A. Christensen*  
Its: President

ATTEST:

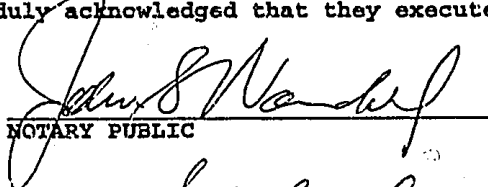
*Sherril Arking*  
Clerk

*Bryan A. Christensen*  
Bryan A. Christensen

*Thora W. Christensen*  
Thora W. Christensen

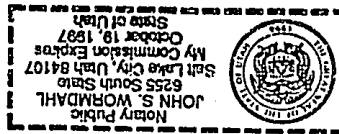
STATE OF UTAH )  
:SS.  
COUNTY OF SALT LAKE )

On the 22 day of January, 1996, personally appeared before me Bryan A. Christensen and Thora W. Christensen, the signers of the foregoing instrument who duly acknowledged that they executed the same.

  
NOTARY PUBLIC

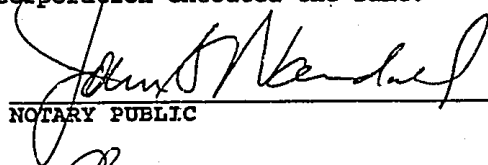
My Commission Expires:  
10-19-97

Residing at: Salt Lake County Ut.



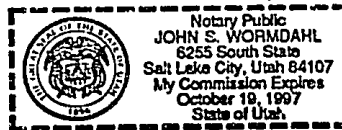
STATE OF UTAH )  
:SS.  
COUNTY OF SALT LAKE )

On the 22 day of January, 1996, personally appeared before me Bryan A.C. CHRISTENSEN who being by me duly sworn, did say that he is the President of Chris Body & Paint, Inc., a Utah corporation, and that said instrument was signed in behalf of said corporation by authority of its bylaws and said President acknowledged to me that said corporation executed the same.

  
NOTARY PUBLIC

My Commission Expires:  
10-19-97

Residing at: Salt Lake County Ut.



STATE OF UTAH )  
 ) :ss.  
COUNTY OF SALT LAKE )

On the 6<sup>th</sup> day of February 1996, personally appeared before me [Signature], who being by me duly sworn, did say that he is the Chairman of the Board of Trustees of The Salt Lake City Suburban Sanitary District No. 2, a governmental entity, and that said instrument was signed in behalf of the District by authority of its Board of Trustees and said Chairman acknowledged to me that the District executed the same.

Sandra F Smith  
NOTARY PUBLIC

My Commission Expires:

9-22-99

Residing at:

Salt Lake County

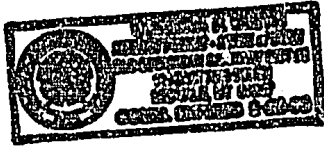


Exhibit "A"

RIGHT OF WAY AGREEMENT FOR SALT LAKE CITY  
SUBURBAN SANITARY DISTRICT NO. 2 PIPE LINE

2626073

William W. Millerberg and Celeste D. Millerberg, his wife,  
of Salt Lake County, State of Utah,

Grantors, do hereby convey and warrant to the Salt Lake City Suburban Sanitary District No. 2, Salt Lake County, Utah, organized and existing under and by virtue of the laws of the State of Utah, Grantee, a right of way and easement for the purpose of digging a trench along said right of way, and to lay, maintain, operate, repair, remove or replace main pipe lines for transportation through and across the Grantors' land and premises in Salt Lake County, State of Utah, and in consideration therefore, providing Grantor has paid his sewer connection fee, said District shall furnish without cost to the Grantor, all labor and materials necessary to construct the service lateral line from the main sewer line, (a distance of not to exceed 80 feet for a vacant lot at a location to be determined and marked by Grantor) (to a distance of five feet from an existing building on said premises now having sanitary sewer facilities and connect the same to Grantors' sewer stub at a point five feet outside of such building) and to backfill the trench of the lateral to a depth of approximately one foot over the top of the lateral pipe. The right of way and easement herein granted is located Int Com 291.3 ft E of E. cor Sec 19, T 2S, R 1E, S.L.S. & Mer, N 100 ft; W 130 ft; E 0.25 ft; S 140 ft to State Street; S 30 50' W 100.5 ft; W 204 ft to beg. Line of A.

FOUR COPY -  
CG RECORDS

the center line of said main pipe shall extend through and across the above land and premises on a line described approximately as follows: A clay or concrete pipe beg at a pt on the N prop line 91 ft E of the W prop line & running on a straight line to a pt on the S prop line 31 ft E of the W prop line. Also a Transit pipe 4 ft W of & parallel to the above described pipe.

TO HAVE AND TO HOLD the same unto the Salt Lake City Suburban Sanitary District No. 2 so long as such main pipe lines shall be maintained, with the right of ingress and egress to and from said right of way, and to maintain, operate, repair, remove or replace the same. The said Grantors to fully use the said premises except for the purposes for which this right of way or easement is granted to the said Grantee.

The rights hereby granted, are subject to the condition that Grantee shall compensate Grantor at a reasonable appraised valuation for any damages done to Grantors' land or crops caused by Grantee in the construction, maintenance, repair and operation or replacement of said main pipe lines.

Witness the hands of said Grantors this 4 day of February, 1955.

*William W. Millerberg*  
*Celeste D. Millerberg*

STATE OF UTAH  
COUNTY OF SALT LAKE

On the 4 day of February, 1955, personally appeared before me William W. Millerberg & Celeste D. Millerberg, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Commission Expires: Oct 1968

*M. Ladar Shustloff*  
Notary Public

Residing at: Salt Lake City, Utah



JUN 3 1974

Recorded at 943-a of SANITARY DIST. 02

NOFEE 5/28/74

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02/16/96 10:53 AM\*\*NO FEE\*\*  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY-SUBURBAN SAN.DIST.#2  
REC BY:J MORETON ,DEPUTY - RP

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