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WHEN RECORDED, RETURN TO:

Bullock Law Firm
353 East 300 South
Salt Lake City, Utah 84111

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11/26/2013 09:43 AM \$25.00
Book - 10195 Pg - 2049-2056
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BULLOCK LAW FIRM
353 E 300 S
SLC UT 84111-2694
BY: TMW, DEPUTY - MA 8 P.

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Parcel I.D. Nos 21183520110000
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**SEE ATTACHED INDEMNITY
AND HOLD HARMLESS AGREEMENT**

[COVER PAGE]

INDEMNITY AND HOLD HARMLESS AGREEMENT -
Entheos Academy
JLC Investments, L.L.C. and K-Town Self Storage, L.L.C.

INDEMNITY AND HOLD HARMLESS AGREEMENT

THIS INDEMNITY AND HOLD HARMLESS AGREEMENT ("Agreement") is entered into as of November 15, 2013 ("Effective Date"), by ENTHEOS ACADEMY, a Utah non-profit corporation (referred to as "Indemnifying Party") in favor of JLC INVESTMENTS, L.L.C., a Utah limited liability company and K-TOWN SELF STORAGE, L.L.C., a Utah limited liability company (collectively referred to as "Indemnified Party").

NOW, THEREFORE, for the consideration set forth herein, Indemnifying Party agrees as follows:

1. UNDERSTANDINGS.

1.1 JLC Investments, L.L.C. and Indemnifying Party are owners of real property (the "Real Property") upon which the Taylorsville-Bennion Improvement District desires to obtain a water line easement.

1.2 JLC Investments, L.L.C. is willing to grant the water line easement to the Taylorsville-Bennion Improvement District provided that Indemnifying Party agrees to the following upon such terms and conditions as are set forth herein: (1) indemnify and hold harmless Indemnified Party from all claims of any party resulting from the construction and installation of the water line on the Real Property (the "Water Line Construction"); (2) restore the Real Property to its original condition following completion of the Water Line Construction; (3) provide that the roadway providing access to and from K-Town Self Storage is open at all times during the Water Line Construction; and (4) add Indemnified Party as additional named insureds and loss payees on its policies of insurance.

1.3 Indemnified Party acknowledges, warrants and represents that it has received a copy and has read this Agreement in its entirety and has sought and received legal counsel to the extent it has deemed necessary to protect its interests.

1.4 The Parties acknowledge, warrant and represent that Bullock Law Firm, Clinton J. Bullock and Karen Bullock Kreeck DO NOT represent Indemnifying Party and that Bullock Law Firm, Clinton J. Bullock and Karen Bullock Kreeck DO represent Indemnified Party.

2. AGREEMENTS. In exchange for the execution and delivery by JLC Investments, L.L.C. of a document entitled "Water Line Easement" in favor of the Taylorsville-Bennion Improvement District, a copy of which is attached hereto as Exhibit A, Indemnifying Party agrees as follows:

2.1 Indemnification. Indemnifying Party agrees to indemnify, defend, and hold Indemnified Party, and each of them, harmless from any loss, cost, damage, expense, claim or demand (including, without limitation, buyer's attorney fees and defense costs) resulting from any loss of any kind, resulting from or in any way related to the Water Line Construction.

2.2 Limitation of Liability. Under no circumstances will Indemnified Party, their employees or affiliated companies be liable for:

(a) any claims, special or consequential damages, costs or causes of action that result from the Water Line Construction, and

(b) any claims, special or consequential damages, costs or causes of action that Indemnifying Party may in the future have as a result of injuries or damage sustained or incurred from the Water Line Construction.

2.3 **Maintenance of Liability Policy.**

(a) Indemnifying Party agrees that during the Water Line Construction period, Indemnifying Party will maintain in force a Liability Policy insuring Indemnifying Party and including Indemnified Party as additional named insureds, against bodily injury, property damage, personal injury (libel, slander, false arrest, loss of privacy, assault or battery), and advertising injury, made by any person or persons for injuries received or damages sustained in connection with the Water Line Construction in the following amounts:

- (1) One Million Dollars (\$ 1,000,000.00) general coverage per occurrence,
- (2) One Million Dollars (\$ 1,000,000.00) general coverage annual aggregate,
- (3) One Million Dollars (\$ 1,000,000.00) products and completed operations coverage per occurrence, and
- (4) One Million Dollars (\$ 1,000,000.00) products and completed operations coverage annual aggregate.

(b) With respect to the insurance policies mandated by this Agreement, Indemnifying Party agrees that:

- (1) Indemnifying Party will procure, and pay any amounts necessary to maintain, the mandated insurance policies;
- (2) Indemnified Party will be included as additional named insureds and loss payees;
- (3) Indemnifying Party will provide to Indemnified Party a certificate from the insurer or issuer of the liability policy stating that a policy covering the Real Property has been purchased with Indemnified Party as named beneficiaries for each original policy entered into during the term of this Agreement, within Fifteen (15) Days of the effective date of the policy; and
- (4) Each policy will include a cancellation clause which states that the insurance company will notify Indemnified Party Thirty (30) days prior to cancellation of the policy or non-renewal.

2.4 **Conduct and Restoration of Real Property.** Indemnifying Party agrees that the Water Line Construction will be conducted in a manner that does not interfere with the business activities of Indemnified Party and in a manner that minimizes disturbance to the existing condition of the Real Property. Any disturbance to the Real Property resulting from the Water Line Construction will be repaired or corrected promptly. At its expense, Indemnifying Party will restore the Real Property to its original condition and remove all equipment, tools or other property brought onto the site in relation to the Water Line Construction immediately after the Water Line Construction is completed.

2.5 **Access to K-Town Self Storage.** Indemnifying Party agrees at all times during the Water Line Construction to maintain the roadway in such condition that will allow free access and movement to and from K-Town Self Storage.

2.6 **Recordation Of This Agreement.** Indemnifying Party agrees to record this Agreement in the records of the Salt Lake County Recorder.

3. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. This Agreement has been executed, delivered and accepted in the State of Utah. Any action, proceeding or counterclaim concerning this Agreement must be commenced and conducted by a court located within the State of Utah.

[CONTINUED ON NEXT PAGE]

**THIS SIGNATURE AND NOTARY PAGE IS PART OF A DOCUMENT ENTITLED
"INDEMNIFICATION AND HOLD HARMLESS AGREEMENT" AND HAS NOT BEEN
SIGNED BY THE FOLLOWING PERSON(S) FOR ANY OTHER PURPOSE.**

EXECUTED the day and year first above written.

"INDEMNIFYING PARTY"

**ENTHEOS ACADEMY,
a Utah corporation:**

By *E. Robins*
Its DIRECTOR

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 1st day of November, 2013, before me, the undersigned Notary, personally appeared Eric Robins, who is personally known to me or who proved to me his or her identity through documentary evidence to be the person who signed the preceding document as Director of Entheos Academy, a Utah corporation, and who duly acknowledged to me that he or she signed the preceding Agreement on behalf of said company, by authority of its Bylaws, voluntarily, for its stated purposes.



[NOTARY SEAL]

Julie F. Ord
NOTARY PUBLIC

AFTER RECORDING RETURN TO:
TAYLORSVILLE-BENNION IMPROVEMENT
P.O. BOX 18579
TAYLORSVILLE, UTAH 84118-8579

SPACE ABOVE THIS LINE (3 1/4" X 5") FOR RECORDER'S USE

WATER LINE EASEMENT
Entheos Academy/J L C Investments

GRANTOR, for ten dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants and conveys unto the TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT, a body politic, an easement to construct, reconstruct, operate, repair, replace and maintain a water line and appurtenant structures on, over, across and through a strip of land 16 feet wide, lying 8 feet on each side as particularly described as follows:

EASEMENT 1:

BEGINNING AT A POINT 524.95 FEET NORTH AND 987.62 FEET EAST OF THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°18'00" WEST 14.10 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 63.69 FEET; THENCE ALONG SAID CURVE 32.26 FEET THROUGH A CENTRAL ANGLE OF 29°0'13" WHICH CHORD BEARS NORTH 68°08'47" WEST 31.91 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 44.59 FEET; THENCE ALONG SAID CURVE 20.80 FEET THROUGH A CENTRAL ANGLE OF 26°43'39" WHICH CHORD BEARS NORTH 67°00'00" WEST 20.61 FEET; THENCE SOUTH 00°42'00" EAST 21.93 FEET; THENCE WEST 16.00 FEET; THENCE NORTH 00°42'00" WEST 22.46 FEET; THENCE SOUTH 89°18'00" WEST 231.06 FEET; THENCE NORTH 00°42'00" WEST 102.55 FEET; THENCE SOUTH 89°18'00" WEST 18.10 FEET; THENCE NORTH 16.00 FEET; THENCE NORTH 89°18'00" EAST 199.36 FEET; THENCE NORTH 00°42'00" WEST 11.60 FEET; THENCE EAST 16.00 FEET; THENCE SOUTH 00°42'00" EAST 11.40 FEET; THENCE NORTH 89°18'00" EAST 2.65 FEET; THENCE NORTH 00°42'00" WEST 16.00 FEET; THENCE NORTH 89°18'00" EAST 133.70 FEET; THENCE SOUTH 16.00 FEET; THENCE SOUTH 89°18'00" WEST 117.50 FEET; THENCE SOUTH 00°42'00" EAST 16.00 FEET; THENCE SOUTH 89°18'00" WEST 200.11 FEET; THENCE SOUTH 00°42'00" EAST 86.55 FEET; THENCE NORTH 89°18'00" EAST 223.06 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 60.59 FEET; THENCE ALONG SAID CURVE 39.19 FEET THROUGH A CENTRAL ANGLE OF 37°03'50" WHICH CHORD BEARS SOUTH 72°L'0'05" EAST 38.51 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 47.69 FEET; THENCE ALONG SAID CURVE 23.11 FEET THROUGH A CENTRAL ANGLE OF 27°45'57" WHICH CHORD BEARS SOUTH 67°31'09" EAST 22.88 FEET; THENCE NORTH 89°18'00" EAST 13.09 FEET; THENCE SOUTH 16.00 FEET TO THE POINT OF BEGINNING.

EASEMENT 2:

BEGINNING AT A POINT 819.01 FEET NORTH AND 1010.03 FEET EAST OF THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°18'00" WEST 73.15 FEET; THENCE NORTH 00°42'00" WEST 21.11 FEET; THENCE NORTH 89°18'00" EAST 14.77 FEET; THENCE NORTH 00°42'00" WEST 14.64 FEET; THENCE NORTH 89°18'00" EAST 16.00 FEET; THENCE SOUTH 00°42'00" EAST 19.75 FEET; THENCE NORTH 89°18'00" EAST 42.57 FEET; THENCE SOUTH 16.00 FEET TO THE POINT OF BEGINNING.

The GRANTOR SHALL NOT build thereon any permanent structures or buildings nor plant large trees whose root zones would contact or interfere with the pipeline. The easement may, however, be crossed or covered with sidewalks, curb and gutter, roadways, fences or similar improvements.

The GRANTEE HEREBY AGREES to compensate Grantor the reasonable appraised value for any damage done to Grantor's land or crops caused by Grantee in the construction, maintenance, repair, operation or replacement of said line or appurtenant facilities.

DATED this 1st day of NOVEMBER, 2013.

E. Robins
By: Eric Robins, Entheos Executive Director

STATE OF Utah)
County of Salt Lake) ss.

On Nov 1, 2013, before me, the undersigned Notary Public, personally

appeared Eric Robins personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by each individual signature on the instrument the person or the entities upon behalf of which the each person acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires:

Julie F. Ord
Notary Public



Craig Gunther
By: Craig Gunther, J L C Investments LLC

STATE OF Utah)
County of Salt Lake) ss.

On 10.18.2013, before me, the undersigned Notary Public, personally

appeared Craig Gunther
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by each individual signature on the instrument the person or the entities upon behalf of which the each person acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 8.20.2016

Jackie L. Riley
Notary Public

