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INDEMNIFICATION AND MAINTENANCE AGREEMENT

This maintenance and indemnity agreement, entered into this 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.
 - It is further understood and agreed, as a condition of

this indemnity, that the same shall be a covenant running with the land described in the attached Exhibit B and shall be binding upon the owners of the land, his/their/or its successors and assigns and lessees, and that this agreement shall be recorded in the office of the Wasatch County Recorder's Office to give notice to any successors or assigns or lessees that with their taking ownership or possession of the premises they are subject to and responsible under this indemnity agreement. Said covenants and conditions shall be perpetual and shall apply to and be forever binding upon the undersigned Owner and its assigns, and are imposed upon said realty as an obligation or charge against the same for the benefit of the Wasatch Irrigation Company, its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LANDOWNER:

HITCHING POST MOBILE HOME PARK

By: Douglas D. Heiner, General Partner WASATCH IRRIGATION COMPANY

Claude Hicken, Its President

Jeffrey M. Bradshaw, Sec.

Wayne B. Thacker, Stockholder and User

Michael Bardole, Stockholder and User

STATE OF UTAH

: ss.

COUNTY OF WASATCH)

On the day of July, 1997, personally appeared before me Claude Hicken and Jeffery M. Bradshaw. who being by me duly sworn did say, each for himself, that he, the said Claude Hicken, is the president, and he, the said Jeffery M. Bradshaw, is the secretary of Wasatch Irrigation Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said Claude Hicken and Jeffery M. Bradshaw each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

(SEAL)

Notary Public

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2796 South 1200 West
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Built 25 South
State of Utan.

NOTARY PUBLIC

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county of Wasatch; ss.

On the 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.

(SEAL)

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13	WARRANTY DEED	both properties going East	41.67
RITCHIE ENTERPRISES. a	Limited Partnership	both properties going East	r to what

TERPRISES, 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 THETRACT: 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

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 _ day of Aniril

RITCHIE ENTERPRISES, a Limited Partnership General' BKUU360 FG00114

VILLAGE ENTERPRISES, a Utah Corporation

President