

**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
(SETTLEMENT CANYON FEMA DRAINAGE MAINTENANCE)**

WHEREAS, Tooele County, Tooele City, Floyd and Ethel Walters Legacy LLC, and the Settlement Canyon Land and Water Association all own land in Settlement Canyon that is affected by or protected by the FEMA drainage; and

WHEREAS, Tooele County, Tooele City, Floyd and Ethel Walters Legacy LLC, and the Settlement Canyon Land and Water Association all have an interest in maintaining the FEMA drainage; and

WHEREAS, Tooele County has the equipment, resources and time to clear existing debris from the FEMA drainage and to perform other needed restorative work to the FEMA drainage ("the work"); and

WHEREAS, Tooele County is willing to use its equipment and resources to accomplish the work; and

WHEREAS, Tooele City, Floyd and Ethel Walters Legacy LLC, and the Settlement Canyon Land and Water Association all desire to have Tooele County perform the work;

NOW THEREFORE, the parties mutually agree as follows:

1. Tooele County shall perform the work at no cost to Tooele City, Floyd and Ethel Walters Legacy LLC, and/or the Settlement Canyon Land and Water Association.
2. Tooele County shall perform the work in a manner that attempts to feasibly preserve and protect property owned by Tooele City, Floyd and Ethel Walters Legacy LLC, and the Settlement Canyon Land and Water Association.
3. Tooele City, Floyd and Ethel Walters Legacy LLC, and the Settlement Canyon Land and Water Association shall hold Tooele County harmless from damage done to their respective properties during, or arising out of, the work.
4. Tooele County shall be solely liable to any third party for damages caused by the intentional, reckless or grossly negligent acts of its officers and employers arising from Tooele County's performance of the work. However, if third party claims, lawsuits, demands, liabilities or judgments arise from the negligent acts of Tooele County's officers or employees, or from strict liability, the parties shall share equally in the defense and satisfaction of such claims.

DATED this 21st day of September, 2021.

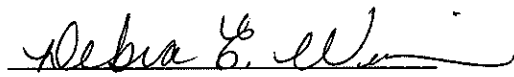
TOOELE COUNTY:



By: James A. Welch
Tooele County Manager

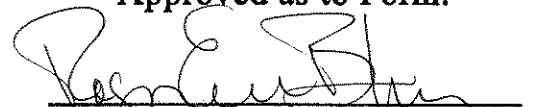
Approved as to form:
Colm Winchester 09/21/21
DEPUTY COUNTY ATTORNEY

TOOELE CITY:



By: Debbie Winn
Mayor

Approved as to Form:



Tooele City Attorney

FLOYD AND ETHEL WALTERS LEGACY LLC:



By: Brian Walters
Trustee

SETTLEMENT CANYON LAND AND WATER ASSOCIATION:



By: David Lee
President