

## **INDEMNIFICATION AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between **CLINT MORTENSEN** of Layton, Utah, hereinafter designated as “Owner/Builder”, and LAYTON CITY, a municipal corporation.

### **WITNESSETH:**

**WHEREAS**, owner/builder is the owner of Lot 1002 in Pleasant Hills Subdivision, Plat K, in the City of Layton, Davis County, State of Utah, and owner/builder is the contractor for the building of said home; and

**WHEREAS, H.K. STEPHENSON**, developer of Pleasant Hills Subdivision, Plat K, and hereinafter designated as “developer” alleges that owner/builder did not complete the driveway, approach and 4’ of sidewalk of said Lot 1002 Pleasant Hills Subdivision, Plat K, and is now indebted to the developer; and

**WHEREAS**, the owner/builder posted a bond with Layton City in connection with the construction of said home on Lot 1002, Pleasant Hills Subdivision, Plat K, in the sum of \$1,000.00; and

**WHEREAS**, all of the requirements of Layton City in connection with the building on said Lot 1002 have now been met and the City is prepared to refund the bond; and

**WHEREAS**, the developer represents and alleges that the sum of \$764.91 was withdrawn from his construction loan to finish the driveway, approach and 4’ of sidewalk, which has been fully paid by said developer and that said \$764.91 of the \$1,000.00 bond posted by the owner/builder should be returned to the developer and not to the owner/builder.

**WHEREAS**, the remainder (\$235.09) of the \$1,000.00 bond should be returned to the owner/builder.

**NOW THEREFORE**, the parties do hereby contract and agree as follows:

1. Developer acknowledges that a \$1,000.00 bond was posted in the name of the owner/builder, and was constructed for said owner/builder.
2. The City will refund \$764.91 of the bond money to the developer on the following conditions:
  - (a) The said developer holds the City harmless therefor.
  - (b) The said developer defends the City on any and all claims made by owner/builder for the return of said bond.
  - (c) In addition to the amount of the bond being refunded, said developer shall be liable to the City and hold the city harmless of and from any

additional costs or expenses the City may incur by reason of any claims or demands made by owner/builder of his assigns for the return of said bond.

- 3. Developer does hereby agree to hold harmless Layton City, a municipal corporation, of and from any claims, demands, or judgements made or acquired by said owner/builder for the return of the \$764.91 portion of the bond posted by the owner/builder for the construction on Lot 1002, Pleasant Hills Subdivision, Plat K, of Layton City, Davis County, State of Utah, and said developer will pay for the City any such claim or judgement or defend the same without cost to the City, and in addition to the amount of said claim or judgement. Developer will pay reasonable attorney's fees and court costs and any other expenses incurred by the City in defending any claim or action brought by said owner/builder against the City for failure of the City to remit the \$764.91 portion of the bond to said owner/builder.

**IN WITNESS WHEREOF**, the parties have executed this agreement at Layton City, Utah, on the date herein above setforth.

DEVELOPER

\_\_\_\_\_  
H. K. Stephenson

LAYTON CITY CORPORATION

\_\_\_\_\_  
Alex Jensen, City Manager

ATTEST:

\_\_\_\_\_  
Steven M. Ashby, City Recorder

STATE OF UTAH            )  
  ) ss  
COUNTY OF DAVIS        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me H.K. Stephenson (developer), the signer of the above and foregoing Indemnification Agreement, who duly acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary