

by and between THE UTAH CONSTRUCTION COMPANY a corporation of the State of Utah, hereinafter called the "Contractor," as principal, and DAVID ECCLES, M. S. BROWNING, HENRY H. ROLAPP, W. H. WATTIS, and JAMES PINGREE as sureties, parties of the first part, and WESTERN PACIFIC RAILWAY COMPANY, a railroad corporation of the State of California, hereinafter called the "Railway Company," party of the second part;

W I T N E S S E T H:

WHEREAS said Contractor and said Railway Company did heretofore under date of October 31, 1905, enter into certain contracts in writing, known as contracts "B", "C", "D", "E", and "F" for the doing of certain work in the construction of the railroad of the Railway Company in the State of California,

AND WHEREAS, it is provided in said contracts that the Contractor shall indemnify and hold the Railway Company harmless and free from all liability from all injuries to person or property caused in any way by the Contractor, its agents, employes or sub-contractors or any agent or employe of such sub-contractor, and all damages and liabilities and judgments, costs, charges, expenses and attorneys' fees arising therefrom,

AND WHEREAS the Contractor has completed the work called for by said contracts and one or more suits have been brought against the Railway Company for injuries to person or property caused as aforesaid,

AND WHEREAS, it is provided in said contracts that the Contractor shall protect and indemnify the Railway Company against all claims or liens for work or labor done or materials furnished in the doing of the work under said contract and shall before the final settlement is made between the Contractor and the Railway Company for the work done under said contracts, furnish satisfactory evidence to the Railway Company that the road and structures of the Railway Company are free and clear from all liens for work or labor done or materials furnished in the doing of the work under said con-

tract and that no claim exists in respect to which such lien could attach,

AND WHEREAS, there are certain liens upon the road or structures of the Railway Company for work or labor done or materials furnished in the doing of said work under said contracts or claims advanced in respect to which such liens could attach,

NOW THEREFORE, in consideration of the Railway Company now making final payment to the Contractor of the amounts remaining unpaid upon said contracts, the parties of the first part agree:

First: That they (the parties of the first part) will indemnify and hold the Railway Company harmless and free from any and all damages and liability for all injuries to person or property caused in any way by the Contractor, its agents, employes or sub-contractors or any agent or employe of such sub-contractor and from all damages and liability and judgments, costs, charges, expenses and attorneys fees arising therefrom.

Second: That they (the parties of the first part) will indemnify and hold the Railway Company harmless and free from any and all liens upon its road or structures for work or labor done or materials furnished in the doing of the work under said contracts and will within one year from date hereof free and clear the road and structures of the Railway Company from any and all such liens and pay or discharge all claims which may exist in respect to which such liens could attach, and that if the same is not done within said year the Railway Company shall have the privilege, if it desires, itself to pay or discharge said liens or claims, in which case the parties of the first part shall reimburse the Railway Company for all amounts expended by it in so doing, including all expenses, costs and attorneys fees incurred by it in connection therewith.

IN WITNESS WHEREOF, the said THE UTAH CONSTRUCTION COMPANY has by its officers thereunto duly authorized hereunto signed its corporate name and affixed its corporate seal, and the remainder of said parties of the first part have hereunto signed their names, all on the day and year first above written.

THE UTAH CONSTRUCTION COMPANY

SEAL

By W. H. WATTIS  
Vice-President

By HENRY H. ROLAPP  
Secretary

DAVID ECCLES

M. S. BROWNING

HENRY H. ROLAPP

W. H. WATTIS

JAMES PIERREE

Approved as to Form

Warren Dancy, Jr.

General Attorney  
W.P.Ry. Co.





On the 8th day of March, personally appeared before me, W. H. Wattis, and Henry H. Rolapp, who being be me severally sworn, each for himself deposes and says: That the said W. H. Wattis is the Vice-President, and the said Henry H. Rolapp is the Secretary of the Utah Construction Company, a corporation organized and existing under and by virtue of the laws of the State of Utah; that the foregoing instrument was signed by them in behalf of said corporation, by authority of a resolution of its board of Directors, and the said W. H. Wattis and Henry H. Rolapp duly acknowledged to me that the said corporation executed the same.

JAMES F. BURTON

Notary Public

SEAL

My Commission expires March 23, 1913.

State of Utah  
County of Weber: ss.

On the 8th day of March, a. d. 1913, personally appeared before me, David Feeles, M. S. Browning, Henry H. Rolapp, W. H. Wattis, and James Pingree, known to me to be the same persons that signed the foregoing instrument, who duly acknowledged to me that they, executed the same.

JAMES F. BURTON

Notary Public

SEAL

My Commission expires Mar. 23, 1913.

