THIS INDENTURE, made this 8th day of March, 1910, 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,

WITNESSETH:

WHEREAS, said Contractor and said Railway Company did heretofore under date of April 2, 1907, enter into certain contracts in writing, known as contracts "G", "H", "I", "J" and "K" for the doing of contain work in the construction of the railroad of the Railway Company aid cont and hold Contractor to person or property liability from and free from Qen's, employees or subcaused in all way by the Confescior, its uch sub-contractor, and all at or employee contract //s or any ts charges, expenses and damages and liabilities and attorneys' fees arising merefrom completed the work called wits have been brought against the Railway Company for injuries to person or property caused as

AND WHERMAS, 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 contract and that no claim exists in respect to which such lien could attach,

—1—

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, employees or sub-contractors or any agent or employes of such sub-contractor and from all damages and liability and judgments costs, carges, expenses and attorneys' fees arising therefrom.

Second: That Gey the parties will Indemnify and hold the Rainway Company harmless from and all liens upon its road or structures for tork or Labo done or materials furnished in all Woing of the work under said contracts and will within one year from date thereof free and rithe road and structures of the Railway Company from say and all it hs and pay or discharge The which was all 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.

(Signed)

W. H. Wattis, Vice-President,

(Signed)	Ву_	Henry H. Rolapp Secretary
	Ву _	David Eccles
"		M. S. Browning
		Henry H. Rolapp
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		W. H. Wattis
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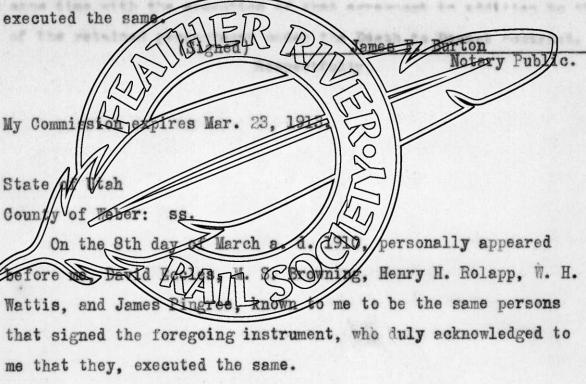
MILL D.

Throng H. Lake, 147 ft.

State of Utah

County of Weber: ss.

On the 8th day of March, personally appeared before me,
W. H. Wattis, and Henry H. Rolapp, who being by me severally
sworh, 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



(Signed) James F. Burton Notary Public.

My Commission expires March 23, 1913.