

ENVIRONMENTAL INDEMNITY AND RELEASE AGREEMENT

The Seller and Purchaser acknowledge that the sale by Seller and acceptance by Purchaser of the real property and improvements located at 48 S Jeremy St., SLC, Utah, parcel number 15-02-205-006-0000, more particularly described as **[INSERT LEGAL DESCRIPTION]** ("Property") is "As Is" and "With All Faults" and the Seller makes no representations or warranties regarding the absence or presence of environmental hazards, including but not limited to chemicals, solid waste, hazardous wastes, and hazardous substances, which may be on, in, or under the Property, and the Seller makes no representations or warranties regarding the compliance of prior uses on or present conditions of the Property under applicable federal, state and local environmental laws including, but not limited to, the Resource Conservation and Recovery Act ("RCRA"), 41 U.S.C. Sections 6901 *et seq.*; the Solid and Hazardous Waste Act, Sections 19-6-101 *et seq.*, Utah Code Ann., 1953 as amended; the Clean Air Act, 42 U.S.C. Sections 7401 *et seq.*; the Air Conservation Act, Sections 19-2-101 *et seq.*, Utah Code Ann., 1953 as amended; the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251 *et seq.*; the Water Quality Act, Sections 19-5-101 *et seq.*, Utah Code Ann., 1953 as amended; the Toxic Substances Control Act, 15 U.S.C. Sections 2601 *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601 *et seq.*; the Hazardous Substances Mitigation Act, 19-6-301 *et seq.*, Utah Code Ann., 1953 as amended; the Underground Storage Tank Act, 19-6-401 *et seq.*, Utah Code Ann., 1953 as amended; and the Used Oil Management Act, 19-6-701 *et seq.*, Utah Code Ann., including any amendments thereto (for all).

The Purchaser acknowledges that it has been given the opportunity to make a reasonable investigation of the prior uses and existing conditions of the Property and that Seller has made a good faith disclosure of such prior uses and existing conditions of which the Seller is aware. The "caveat emptor" motive applies and Purchaser understands its obligation to inspect the Property.

The Purchaser acknowledges that Purchaser has been given an opportunity to review the county auditor's file, which contains information regarding the environmental conditions of the property, which the county has collected from public sources. The Purchaser further acknowledges that Purchaser has been given an opportunity to review this Environmental Indemnity and Release Agreement prior to the date scheduled for the May Tax Sale.

The Purchaser hereby agrees to release, hold harmless, indemnify and defend Seller from any and all claims, demands, and causes of action of whatsoever nature, including without limitation, all claims, demands, administrative actions and causes of action for contribution, indemnity, strict liability, or negligence, assessment, fines, penalties, or fault of any kind, on the part of the Seller, and also including without limitation, any judgment or settlement, all costs, expenses, and legal fees paid by or incurred by Seller in defending or that in any way relate to or arise out of any alleged noncompliance under any environmental laws including natural resources damages whether asserted by any natural person, government, or any other entity or organization.

By executing this Environmental Indemnity and Release Agreement, Purchaser acknowledges that Purchaser has read this Agreement, understands the contents hereof, has been advised and had the opportunity to seek independent counsel of choice, and hereby certifies that Purchaser has freely and voluntarily executed this Environmental Indemnity and Release Agreement. But for the execution of this Environmental Indemnity and Release Agreement, Seller would not have sold the Property.

This indemnity shall survive closing or transfer of title.

DATED this _____ day of _____, 2015.

SALT LAKE COUNTY

By: _____
Title:
SELLER

DATED this _____ day of _____, 2015.

PURCHASER