The Ocotillo Community Association Indemnity Agreement (Common Walls)

1. In connection with the removal of a common wall, or a part of, within the Ocotillo Community Association, shall indemnify and hold Ocotillo West L.L.C. and The Ocotillo Community Association (Owners), their respective agents, employees, and servants free and harmless from:

1.1 Any and all claims, demands, causes of action, losses, injuries, and liabilities in law or in equity, of every kind and nature for, but not limited to, the death or injury of any person or persons, and the damage or destruction of any property or properties, by law, ordinance, or order of decree, arising out of or in any manner directly or indirectly connected with the use of water craft however caused, regardless of any negligence of Owners or its agents or servants, be it active or passive, except the sole negligence or willful misconduct of Owners or it's agents or employees; including:

1.1.1 Any an all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this Agreement to The Ocotillo Community Association and Ocotillo West, L.L.C.

1.1.2 Any and all cost and expense and risk, the defense of all suits, actions or legal proceedings that may be brought or instituted by a third party against Owners, it's agents or servants on any claim, demand, or cause of action or third person or to enforce any penalty.

1.1.3 Any and all cost and expense to satisfy a judgment or decree that may be rendered against Owners, it's agents or servants in any suit, action or other legal proceedings.

2. (_____) shall reimburse Owners, it's agents or servants for any and all legal expenses incurred by any of them in connection therewith or in enforcing the indemnity granted.

3. The amount and type of insurance coverage carried by Ocotillo Community Association and Ocotillo West L.L.C. will in no way be construed as limiting the scope of indemnity in this Agreement.

4. I, _____, in connection of the removal of a common wall or part of a common wall, agree to restore the wall to its original condition. This shall include all masonry materials, stucco, paint, plant materials, and irrigation. Copies of bids, "before" and "after" construction pictures, shall be provided to the Association. Final release of these conditions shall be subject to site approval by the Association.

_____ _____

Print Name Date Signature Date

STATE OF ARIZONA)
County of Maricopa) ss

THE FOREGOING INSTRUMENT was sworn to and acknowledged before me this _____ day of _____, 2000 by _____ who established to my satisfaction that they are a duly empowered officer of _____, and have executed this document on it's behalf in such corporate capacity.

My Commission Expires: _____

_____ _____

NOTARY PUBLIC