

## **INDEMNIFICATION AGREEMENT AND RELEASE**

This Indemnification Agreement and Release (the "Agreement") is made and entered by:

"THOMPSON":                    Scott Thompson

"DRAINAGE DISTRICT":    Hardin County Drainage District 55

Thompson and the Drainage District may individually be referred to as "Party" and collectively referred to as "Parties" below.

### **Recitals**

A.        Thompson owns property within Drainage District 55 in Hardin County. Thompson requested permission from the Drainage District to alter a portion of Lateral 9 of Drainage District 55-3 ("Lateral 9") to form a pond. Drainage District considered and denied Thompson's request.

B.        Despite the Drainage District's denial of his request, Thompson subsequently, and without Drainage District's knowledge or approval, proceeded to alter a portion of Lateral 9 to create a pond.

C.        Thompson desires to maintain the pond off Lateral 9 of Drainage District 55-3. In exchange for Drainage District allowing Thompson to maintain the pond, Thompson agrees to the below terms and conditions, including but not limited to the promise to release, hold harmless, and indemnify the Drainage District and Hardin County from any liability arising from or relating to Thompson's alteration of Lateral 9 and/or creation of the pond.

### **Agreement**

The parties agree as follows:

The above Recitals are incorporated by reference as though fully reiterated herein.

#### **1.0     Release and Indemnification**

1.1       In consideration of the Drainage District's agreement set forth in Section 2, Thompson hereby promises to defend, indemnify, and hold harmless Drainage District and Hardin County from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses, liens and compensation of any nature whatsoever, whether based on a tort, contract, warranty, law, equity or other theory of recovery, which Thompson or another person or entity now has, or which may hereafter accrue arising out of or relating to Thompson's alteration of Lateral 9 and the establishment and maintenance of the pond.

1.2 This promise to defend, indemnify, and hold harmless shall also apply to and inure to the benefit of the Drainage District and Hardin County's past, present and future officers, attorneys, agents, servants, insurers, representatives, employees, subsidiaries, affiliates, partners, related businesses, and assigns and all other persons, firms, entities or corporations with whom any of the former have been, are now, or may hereafter be affiliated (hereinafter collectively referred to as "Releasees").

1.3 This promise, on the part of Thompson, shall be a fully binding and complete release among Thompson, his assigns, successors and/or beneficiaries.

## **2.0 Consideration**

2.1 Contingent on Thompson's execution of this Agreement, the Drainage District agrees to allow Thompson to maintain the alteration to Lateral 9 and the accompanying pond Thompson established.

## **3.0 Representation of Comprehension of Document**

3.1 In entering into this Agreement, the Parties represent that the terms of this Agreement have been completely read and/or explained to them and that the terms of this Agreement are fully understood and voluntarily accepted by them.

## **4.0 Governing Law**

4.1 This Agreement shall be construed and interpreted in accordance with the laws of the State of Iowa.

## **5.0 Additional Documents**

5.1 All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

## **6.0 Entire Agreement and Successors in Interest**

6.1 This Agreement contains the entire agreement between Thompson and the Drainage District with regard to the matters set forth in it and shall be binding upon and ensure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

## **7.0 Effectiveness**

7.1 This Agreement shall become effective immediately following execution.

7.2 A photocopy of this Agreement or an electronically transmitted copy of this Agreement shall have the full force and effect of original ink signatures. This

Agreement can be executed in counterparts, each part being deemed an original, but all of which shall constitute one and the same instrument.

7.3 Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

\* \* \*

***SIGNATURE PAGES TO FOLLOW***

**CAUTION: THIS IS A RELEASE. READ BEFORE SIGNING.**

\_\_\_\_\_  
**Stanley Thompson**

Date signed: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
[Print Name Here]

Date: \_\_\_\_\_

\_\_\_\_\_  
**Hardin County Drainage District 55, Iowa**  
**Represented by: \_\_\_\_\_**

Date signed: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
[Print Name Here]

Date: \_\_\_\_\_