

**AGREEMENT REGARDING SOILS AND PERCOLATION  
TESTING AND INDEMNIFICATION**

I/We, as owner(s)/as possible buyer(s) of lot \_\_\_\_\_, agree that I/we, and contractors and operators engaged to perform testing on the lot, will abide by this agreement and by the CC&R's of Bell Canyon Association and the Rules of the Architectural Committee, and I/we acknowledge familiarity with the CC&R's and Rules.

1. Steel-cleated vehicles will NOT be driven on the berm or paved surface of any road and stand cleats will be REMOVED from any rubber-tired vehicle before driving on berms or paved surfaces.
2. NO GRADING, for the access or otherwise, and no brush clearing by equipment will be done without the prior written approval of the Architectural Committee.
3. All work disturbing the surface of the lot shall be restored to its original condition; debris shall be removed and all holes and excavations filled.
4. No work of any kind will be done on any lot except the lot designated above. I/we will require all contractors and operators to remove all equipment from Bell Canyon immediately on completion of the approved soils testing.
5. Equipment will not be parked or stored at anytime on the berm or paved surface of any road or on any easement or common area.
6. I/We will indemnify the Association, and its directors, officers, agents, employees and committee members and each of them (the "indemnitees") against, and hold each harmless from any and all liability, claims, demands, losses, expenses (including lawyers' fees) and costs arising out of or relating in any way to, in whole or in part, the soils tests to be done on this lot, whether or not the same result in whole or in part from the active OR passive negligence of any of the indemnitees. Without limiting the foregoing, the indemnity extends to bodily injury including death, personal injuries, property damages and economic losses suffered by any of the indemnitees, by any lot owner or buyer or any of his/her family members or agents, or by any other person or entity. All contractors and operators will make the same indemnity agreement before any work starts.
7. I/We will pay all lawyers' fees incurred to enforce this agreement.
8. Without limiting the above, assurance of performance of this agreement is given as follows:

A \$5,000.00 non-interest bearing cash deposit. \$4,750.00 is refundable when testing is completed (including the filling of test pits), and it is shown that no unapproved grading or other work has occurred, that all equipment has been removed without work on other lots, and that there is no damage to the roads, berms, easements or other common areas. I/We will notify you when I/we desire an inspection for a refund.

DATE: \_\_\_\_\_ 19 \_\_\_\_ SIGNATURE: \_\_\_\_\_

\_\_\_\_\_ OWNER \_\_\_\_\_ BUYER  
PRINT NAME: \_\_\_\_\_