



When Recorded Return To
City of St. George
Attn: City Attorney
175 East 200 North
St. George, UT 84770

Order No.

Space above this line for Recorder's use

Tax ID No.
SG-SPT-1-COM
SG-SPT-2-COM
SG-SPT-3-COM

**INDEMNIFICATION AGREEMENT BY STONE POINT TOWNHOMES ASSOCIATION
INDEMNIFYING THE CITY OF ST. GEORGE**

Stone Point Townhomes Association, a Utah nonprofit corporation (the "HOA"), and its officers, directors, members, predecessors, successors, assigns, contractors, agents, and attorneys (hereinafter collectively referred to as "Indemnitor"), does hereby agree and covenant not to sue, and to indemnify and hold harmless, the City of St. George, its officials, officers, representatives, employees, and agents (hereinafter referred to as the "City"), against all claims for damages to Indemnitor, lot owners, other persons, or to property alleged to have been caused by, or as a result of, Indemnitor's construction, maintenance, and/or repair of walls, retaining walls, fences, and related improvements (the "Indemnified Activity"), being located on or around property, common area, limited common area, or otherwise, as described in Exhibit A, attached hereto and incorporated herein by this reference, commonly described as Stone Point Townhomes Phases 1, 2 and 3, in the City of St. George, Utah (the "Property").

Indemnitor agrees that there are walls, retaining walls, fences, and related improvements, constructed, being constructed, and being maintained and/or repaired on the Property (the "Improvements"). Indemnitor agrees that the Improvements are not, or will not be, built in accordance with past or current city ordinances or regulations. Therefore, the City is requiring this agreement for the Indemnified Activity.

Indemnitor acknowledges that the Indemnified Activity may give rise to claims, demands, causes of action, suits, proceedings, attorney's fees, judgments, damages, losses, debts, obligations, liabilities, penalties, and/or expenses attributable to bodily injury or death, or injury to or destruction of property, including loss of use. Indemnitor also acknowledges that claims may be known or unknown, suspected or unsuspected, fixed or contingent, liquidated or unliquidated, current or future, direct or indirect. Indemnitor also acknowledges that it is indemnifying the City from any claims that are a result of, but not limited to, flooding, flowage, drainage, landslides, rock falls, settling or other ground movement, erosion, weathering, deposition, construction defects, material defects, design defects, installation defects, or failure to comply with City ordinances or regulations. (Collectively "Claims") Indemnitor shall

indemnify, defend, and save harmless the City against any and all such Claims attributable to, or in any way arising out of, the Indemnified Activity, brought or made by anyone whomsoever.

In the event any such Claims are made or suits filed against City, City shall give Indemnitor written notice. Indemnitor agrees to defend against any Claims brought or actions filed against City, whether such Claims or actions are rightfully or wrongfully brought or filed. In case a Claim should be brought or an action filed with respect to the subject of the indemnity herein, Indemnitor agrees that City may employ attorneys of its own selection to appear and defend the Claim or action on its own behalf at the expense of Indemnitor.

This Indemnification Agreement shall attach to and run with the land, encumbering the property set forth in Exhibit A henceforth and forever.

DATED this 16 day of September 2015.

INDEMNITOR: STONE POINT TOWNHOMES ASSOCIATION

By: [Signature]
Title: President.

State of Utah }
Utah } ss.
~~Washington~~ County }

On this 16 day of September, 2015, before me personally appeared Stanley A. Houghton, Jr. Indemnitor, who by me being duly sworn did say that he/she is the president of Stone Point Townhomes Association, a Utah nonprofit corporation, and that he/she executed the foregoing document on behalf of said corporation by authority of a resolution of its board of directors, and he/she did acknowledge to me that the corporation executed the same for the uses and purposes stated therein.

[Signature]
Notary Signature



**Stone Point Townhomes
Phase 1**

Boundary Description

BEGINNING AT A POINT WHICH IS S0°28'39"E ALONG THE SECTION LINE 332.68 FEET AND S89°32'37"W 246.00 FEET FROM THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 42 SOUTH, RANGE 16 WEST SALT LAKE BASE AND MERIDIAN, WASHINGTON COUNTY, UTAH, AND RUNNING THENCE S89°32'37"W 386.39 FEET TO A POINT ON A 250.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST, THE RADIUS OF WHICH BEARS N72°59'18"E FROM SAID POINT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND THE EASTERLY LINE OF 1050 WEST STREET 124.35 FEET TO THE POINT OF TANGENCY; THENCE S45°30'41"E ALONG SAID EASTERLY LINE OF 1050 WEST STREET 166.24 FEET TO A POINT OF A 325.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY LINE OF 1050 WEST STREET 102.71 FEET; THENCE N62°35'47"E 48.36 FEET; THENCE N42°51'30"E 94.85 FEET TO A POINT ON A 200.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, THE RADIUS OF WHICH BEARS S47°41'20"W FROM SAID POINT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 52.24 FEET TO A POINT OF A 25.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT, THE RADIUS OF WHICH BEARS S32°43'21"W FROM SAID POINT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 38.64 FEET TO A POINT OF CUSP ON A 265.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST, THE RADIUS OF WHICH BEARS N55°49'54"W FROM SAID POINT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 61.91 FEET TO A POINT OF A 52.02 FOOT RADIUS REVERSE CURVE TO THE RIGHT, THE RADIUS OF WHICH BEARS S69°12'59"E FROM SAID POINT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 62.43 FEET; THENCE N89°32'37"E 33.75 FEET; THENCE N0°27'23"W 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.546 ACRES.

**Stone Point Townhomes
Phase 2 Amended**

Boundary Description

PARCEL 1

BEGINNING AT A POINT ON THE WEST LINE OF STONE MOUNTAIN DRIVE, SAID POINT BEING SOUTH 00°28'39" EAST 822.14 FEET ALONG THE SECTION LINE AND SOUTH 89°32'37" WEST 406.396 FEET FROM THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°32'37" WEST 73.97 FEET; THENCE NORTH 14°50'38" WEST 169.34 FEET; THENCE NORTH 50°05'11" EAST 55.44 FEET TO THE POINT OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 93°50'32" AND ALONG THE ARC OF SAID CURVE 24.57 FEET TO THE POINT OF A 275.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT; THENCE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 35°30'09" AND ALONG THE ARC OF SAID CURVE 170.40 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00°34'08" EAST 36.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.371 ACRES

PARCEL 2

BEGINNING AT A POINT ON THE WEST LINE OF STONE MOUNTAIN DRIVE, SAID POINT BEING SOUTH 00°28'39" EAST ALONG THE SECTION LINE 578.82 FEET AND SOUTH 89°31'21" WEST 499.35 FEET FROM THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 45°30'41" WEST 148.94 FEET TO THE POINT OF A 300.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 3°05'32" AND ALONG THE ARC OF SAID CURVE 16.19 FEET; THENCE LEAVING STONE MOUNTAIN DRIVE AND RUNNING SOUTH 44°29'19" WEST 77.94 FEET; THENCE SOUTH 45°30'41" EAST 174.07 FEET; THENCE NORTH 50°05'11" EAST 61.33 FEET TO THE POINT OF A 15.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 95°35'52" AND ALONG THE ARC OF SAID CURVE 25.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.315 ACRES

**Stone Point Townhomes
Phase 3 Amended and Extended**

Boundary Description

BEGINNING AT A POINT BEING S 00°47'12" W 332.68 FEET ALONG THE SECTION LINE FROM THE EAST ¼ CORNER OF SECTION 23, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE S 00°47'12" W 998.55 FEET ALONG THE SECTION LINE TO THE 1/16 CORNER; THENCE N 89°18'17" W 355.58 FEET ALONG 1/16 LINE TO A POINT ON THE EAST RIGHT OF WAY FOR SHADOW MOUNTAIN DRIVE; THENCE N 00°41'43" E 546.71 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF A 325.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 26°50'05" AND ALONG THE ARC OF SAID CURVE 152.22 FEET TO THE SOUTHWESTERLY CORNER OF 'STONE POINT TOWNHOMES - PHASE 1' AS RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION FOR THE FOLLOWING 9 COURSES: THENCE N 63°51'38" E 48.36 FEET; THENCE N 44°07'21" E 94.85 FEET TO A POINT ON A 200.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS S 48°57'11" W); THENCE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 14°57'59" AND ALONG THE ARC OF SAID CURVE 52.24 FEET TO THE POINT OF A 25.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT (CENTER BEARS S 33°59'12" W); THENCE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 88°33'15" AND ALONG THE ARC OF SAID CURVE 38.64 FEET TO A POINT OF CUSP, SAID POINT ALSO BEING ON A 265.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS N 54°34'03" W); THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 13°23'05" AND ALONG THE ARC OF SAID CURVE 61.91 FEET TO THE POINT OF A 52.02 FOOT RADIUS REVERSE CURVE TO THE RIGHT (CENTER BEARS S 67°57'08" E); THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 68°45'36" AND ALONG THE ARC OF SAID CURVE 62.43 FEET TO THE POINT OF TANGENCY; THENCE S 89°11'32" E 33.75 FEET; THENCE N 00°48'28" E 100.00 FEET; THENCE S 89°11'32" E 246.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 7.802 ACRES

1	SG-SPT-1-1	SG-SPT-3-19	SG-SPT-3-31
2	SG-SPT-1-2	SG-SPT-3-20	SG-SPT-3-32
3	SG-SPT-1-3	SG-SPT-3-21	SG-SPT-3-33
4	SG-SPT-1-4	SG-SPT-3-22	SG-SPT-3-34
5	SG-SPT-1-5	SG-SPT-3-23	SG-SPT-3-35
6	SG-SPT-1-6	SG-SPT-3-24	SG-SPT-3-36
7	SG-SPT-1-7	SG-SPT-3-25	SG-SPT-3-37
8	SG-SPT-1-8	SG-SPT-3-26	SG-SPT-3-38
9	SG-SPT-1-9	SG-SPT-3-27	SG-SPT-3-39
10	SG-SPT-1-10	SG-SPT-3-28	SG-SPT-3-40
11	SG-SPT-1-11	SG-SPT-3-73	SG-SPT-3-41
12	SG-SPT-1-12	SG-SPT-3-74	SG-SPT-3-42
13	SG-SPT-2-13	SG-SPT-3-75	SG-SPT-3-43
14	SG-SPT-2-14	SG-SPT-3-76	SG-SPT-3-44
15	SG-SPT-2-15	SG-SPT-3-77	SG-SPT-3-45
16	SG-SPT-2-16	SG-SPT-3-78	SG-SPT-3-46
17	SG-SPT-2-17	SG-SPT-3-79	SG-SPT-3-47
18	SG-SPT-2-18	SG-SPT-3-80	SG-SPT-3-48
19		SG-SPT-3-81	SG-SPT-3-49
20		SG-SPT-3-82	SG-SPT-3-50
21		SG-SPT-3-13	SG-SPT-3-51
22		SG-SPT-3-14	SG-SPT-3-52
23		SG-SPT-3-15	SG-SPT-3-53
24		SG-SPT-3-16	SG-SPT-3-54
25		SG-SPT-3-17	SG-SPT-3-55
26		SG-SPT-3-18	SG-SPT-3-56
27		SG-SPT-3-29	SG-SPT-3-57
		SG-SPT-3-30	SG-SPT-3-58