

DOC # 20180022739

Agreement Page 1 of 4  
Russell Shirts Washington County Recorder  
05/31/2018 04:25:38 PM Fee \$ 0.00  
By ST GEORGE CITY



When Recorded Return To:  
City of St. George  
Attn: Legal Department  
175 East 200 North  
St. George, Utah 84770

Tax ID #: SG-5-3-35-143

### **Flood and Erosion Hazard Indemnification and Liability Release Agreement**

This Flood and Erosion Hazard Indemnification and Liability Release Agreement (“Agreement”) is hereby executed as of the date signed below by Desert Canyons Development, Inc., a Utah corporation (the “Owner”) regarding real property located near the Ft. Pearce Wash (the “Flood Area”) which real property is more fully described in the attached Exhibit A (hereinafter “Subject Property.”).

The Owner does hereby covenant, acknowledge, and agree that the Owner has been advised by the City of St. George (“City”) of the location of the erosion hazard boundary and flood plain along the Flood Area and its proximity to Owner’s property, and that Owner does forever release, discharge, hold harmless, and indemnify the City, its officers, boards, successors, assigns, employees, and agents from and against any and all claims of damages of whatever nature, and by any person, related to the use of Owner’s property now and in the future, by reason of flooding, flowage, or any damage, directly or indirectly, caused by water, erosion, or deposition, sudden or gradual, whether surface, flood or rainfall.

The Owner does hereby covenant and agree to forever release, discharge, hold harmless, and indemnify the City, its officers, boards, successors, assigns, employees, and agents from and against any and all claims of damages, injury, or death, of whatever nature, related to any decision made by the City with regard to the Flood Area.

The Owner does covenant and agree to adequately and properly design, permit, install, monitor, provide reasonable access to, maintenance of, and restore as necessary, any and all flood prevention and erosion control improvements which are deemed by the City in its absolute and sole discretion to be necessary to protect the Owner’s property from flood and erosion damage as

recommended by a professional engineer licensed in the State of Utah with experience and knowledge in river hydraulics.

Owner agrees that the City required this Agreement to be executed and recorded by the Owner as a condition for approval of Owner's development and as a measure to reduce the risk of the City for the approval for Owner's development which is in proximity to the Flood Area.

Owner agrees that this Agreement shall be binding upon future owners of the Subject Property and Owner's assigns and transferees, and shall constitute a covenant running with the Subject Property.

**OWNERS:**

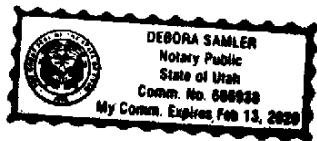
Desert Canyons Development, Inc.


  
By: CURT GURDAN  
Title: PRESIDENT

ACKNOWLEDGMENT

STATE OF UTAH                    )  
  ss.  
County of                            )

On this 10 day of May, 2018, before me Deborah Samler, a notary public, personally appeared Curt Gurdan who being by me duly sworn did say that he is an authorized agent of Desert Canyons Development, Inc., a Utah corporation, and that the foregoing instrument was duly authorized on behalf of said corporation by authority of a resolution of its board of directors and he did acknowledge to me that the corporation executed the same for the purposes stated therein.



  
Notary Public  
My commission expires: 2-13-2020

**EXHIBIT A**

**Subject Property Legal Description**

**DESERT BLUFF PHASE 2 BOUNDARY DESCRIPTION**

BEGINNING AT A POINT NORTH 01°10'49" EAST ALONG THE SECTION LINE, A DISTANCE OF 2287.630 FEET AND NORTH 88°49'11" WEST 2694.652 FEET FROM THE EAST ONE-QUARTER CORNER OF SECTION 35, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN, (BASIS OF BEARING BEING NORTH 01°10'49" EAST ALONG THE EASTERLY SECTION LINE BETWEEN THE EAST ONE-QUARTER CORNER AND THE NORTHEAST CORNER OF SAID SECTION 35), AND RUNNING THENCE NORTH 27°22'57" WEST 20.082 FEET; THENCE NORTH 20°52'39" WEST 68.402 FEET; THENCE NORTH 14°21'40" WEST 40.057 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 11°09'52" WEST); THENCE ALONG THE ARC OF A 432.500 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09°42'47", A DISTANCE OF 73.319 FEET; THENCE NORTH 69°07'21" EAST 195.026 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 282.500 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 16°51'50", A DISTANCE OF 83.149 FEET; THENCE NORTH 52°15'31" EAST 90.289 FEET; THENCE SOUTH 31°51'34" EAST 90.719 FEET; THENCE SOUTH 35°30'19" EAST 101.847 FEET; THENCE SOUTH 52°13'58" EAST 571.609 FEET; THENCE SOUTH 32°09'09" EAST 126.232 FEET; THENCE SOUTH 31°35'07" WEST 174.774 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 31°35'07" EAST); THENCE ALONG THE ARC OF A 650.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 01°42'48", A DISTANCE OF 19.436 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 650.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 45°55'04", A DISTANCE OF 520.919 FEET TO THE SOUTHEASTERLY CORNER OF THE DESERT CANYONS PARKWAY ROADWAY DEED OF DEDICATION, DOC NO. 20170047377, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG SAID DEDICATION BOUNDARY AND LINE EXTENDED THE FOLLOWING (2) TWO COURSES: (1) NORTH 12°37'08" WEST 33.000 FEET; AND (2) NORTH 20°52'38" WEST 434.611 FEET; THENCE SOUTH 69°08'05" WEST 224.618 FEET TO THE POINT OF BEGINNING.

CONTAINS 308,448 SQ. FT., (7.081 ACRES)