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

**DOC # 20200052089**

Agreement Page 1 of 3  
Russell Shirts Washington County Recorder  
09/23/2020 12:20:44 PM Fee \$ 0.00  
By ST GEORGE CITY



Parcel No.: SG-5-3-35-130

**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. (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 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.

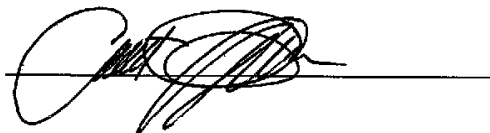
The Owner does covenant and agree to adequately and properly design, permit, install, monitor, provide reasonable access to, maintenance of, and restore as necessary, any and all flood prevention and erosion control improvements which are deemed by the City in its absolute and sole discretion to be necessary 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. This indemnification and instrument is perpetual, and may not be amended, altered, or revoked, without the prior written consent of the City of St, George, properly recorded in Washington County, Utah.

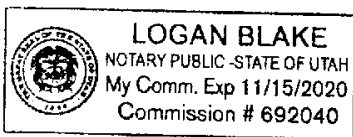
**OWNER:** Desert Canyons Development, Inc.

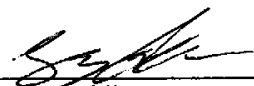


**ACKNOWLEDGMENT**

STATE OF UTAH            )  
  ss.  
County of Washington    )

On this 14 day of September, 2020, personally appeared before me Curt Gordon, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he/she executed the same voluntarily for its stated purpose.



  
\_\_\_\_\_  
Notary Public  
My commission expires: 11-15-2020

**EXHIBIT A**

**Property Legal Description**

BEGINNING AT THE NORTHEASTERLY CORNER OF THE DESERT BLUFF AT DESERT CANYONS TOWNHOMES – PHASE 2 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING NORTH 01°10'49" EAST ALONG THE SECTION LINE, A DISTANCE OF 1997.020 FEET AND NORTH 88°49'11" WEST 1709.680 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 SOUTH 37°20'20" EAST 79.315 FEET; THENCE SOUTH 47°26'52" EAST 66.865 FEET; THENCE SOUTH 74°51'38" EAST 178.713 FEET; THENCE SOUTH 00°57'14" WEST 105.882 FEET; THENCE SOUTH 05°12'59" WEST 238.582 FEET; THENCE SOUTH 01°35'18" WEST 68.670 FEET; THENCE SOUTH 00°30'49" WEST 68.284 FEET; THENCE SOUTH 05°40'00" EAST 68.302 FEET; THENCE SOUTH 10°53'49" EAST 90.888 FEET; THENCE SOUTH 82°34'31" WEST 21.538 FEET; THENCE SOUTH 07°47'33" EAST 101.743 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS SOUTH 07°47'33" EAST); THENCE ALONG THE ARC OF A 522.500 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02°37'07", A DISTANCE OF 23.879 FEET; THENCE SOUTH 05°10'27" EAST 45.000 FEET; THENCE SOUTH 05°58'23" EAST 120.261 FEET; THENCE NORTH 84°01'37" EAST 126.356 FEET; THENCE NORTH 65°02'38" EAST 58.047 FEET; THENCE SOUTH 11°05'55" EAST 14.807 FEET; THENCE SOUTH 41°49'57" WEST 14.530 FEET; THENCE SOUTH 42°58'31" WEST 42.094 FEET; THENCE SOUTH 41°42'31" WEST 53.315 FEET; THENCE SOUTH 32°06'32" WEST 93.978 FEET; THENCE SOUTH 21°24'40" WEST 101.400 FEET; THENCE SOUTH 18°37'00" WEST 74.835 FEET; THENCE SOUTH 14°41'51" WEST 122.696 FEET; THENCE SOUTH 29°11'35" WEST 187.891 FEET; THENCE SOUTH 42°15'08" WEST 53.183 FEET; THENCE SOUTH 47°14'52" WEST 101.609 FEET; THENCE SOUTH 87°58'05" WEST 80.859 FEET; THENCE NORTH 79°13'12" WEST 113.691 FEET; THENCE NORTH 74°17'50" WEST 58.928 FEET; THENCE NORTH 43°40'42" WEST 80.859 FEET; THENCE NORTH 13°52'29" WEST 73.927 FEET; THENCE NORTH 37°39'33" EAST 133.517 FEET; THENCE NORTH 14°39'44" EAST 119.064 FEET; THENCE NORTH 12°08'42" WEST 266.127 FEET; THENCE NORTH 28°04'54" WEST 75.321 FEET; THENCE NORTH 53°52'07" WEST 97.675 FEET; THENCE NORTH 57°56'52" WEST 95.168 FEET; THENCE NORTH 49°24'34" WEST 32.683 FEET; THENCE NORTH 22°53'19" WEST 104.834 FEET; THENCE NORTH 03°22'04" WEST 105.622 FEET; THENCE NORTH 06°36'30" WEST 85.295 FEET; THENCE NORTH 38°51'03" WEST 161.833 FEET; THENCE NORTH 74°42'51" WEST 158.857 FEET; THENCE NORTH 66°20'26" WEST 122.773 FEET; THENCE NORTH 43°40'58" WEST 153.798 FEET; THENCE NORTH 23°52'23" WEST 107.724 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE DESERT CANYONS PARKWAY ROADWAY DEDICATION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG SAID ROADWAY DEDICATION AND THE SOUTHEASTERLY BOUNDARY OF THE DESERT BLUFF AT DESERT CANYONS TOWNHOMES – PHASE 2 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, THE FOLLOWING (6) SIX COURSES: (1) NORTH 69°07'22" EAST 324.407 FEET TO A POINT OF CURVATURE; (2) RUNNING SOUTHEASTERLY ALONG THE ARC OF A 642.500 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 49°08'27", A DISTANCE OF 551.051 FEET; (3) SOUTH 88°09'52" EAST 16.475 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS SOUTH 29°33'51" WEST); (4) RUNNING SOUTHEASTERLY ALONG THE ARC OF A 650.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 03°44'04", A DISTANCE OF 42.367 FEET TO A POINT OF REVERSE CURVATURE; (5) RUNNING SOUTHEASTERLY ALONG THE ARC OF A 650.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01°42'48", A DISTANCE OF 19.436 FEET; AND (6) NORTH 31°35'07" EAST 174.774 FEET TO THE POINT OF BEGINNING.