



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

Tax ID: SG-CMRS-2-34

#### INDEMNIFICATION AGREEMENT FOR PUBLIC UTILITY EASEMENT ENCROACHMENT

This Indemnification Agreement for Public Utility Easement Encroachment (Agreement) is hereby executed as of the date signed below by Capital Consulting & Investment LLC (Owner) regarding real property located at 3045 E Blue Quartz Drive, St George, Utah 84790 more fully described in Exhibit A which is incorporated herein by this reference.

Owner does hereby covenant, acknowledge, and agree that the City of St. George (City) has a public utility easement on the subject property. Owner understands and agrees that any improvements, including, but not limited to, pavement, fences, walls, accessory structures, garages, pools, or any other improvement or structure of any kind (the "Encroaching Improvement") placed within the easement area, may be removed and/or damaged by actions of City and/or public utility companies in the future if installation, repair, maintenance, or removal of utilities becomes necessary. Owner understands and agrees that Owner assumes full risk that such utility installation, repair, maintenance, or removal may be necessary in the future, and that OWNER assumes full responsibility for damage of any kind to the Encroaching Improvement, and that it is Owner's sole responsibility to repair or replace the Encroaching Improvement, if Owner so desires.

Owner and their heirs, successors, and assigns do hereby acknowledge that the Encroaching Improvement may give rise to claims, demands, causes of action, suits, judgments, damages, losses, or expenses attributable to bodily injury or death, or injury to or destruction of property, including loss of use. Owner agrees and covenants not to sue the City, its officials, officers, representatives, employees, and agents, and shall indemnify and save them harmless against any and all claims, demands, causes of action, suits, judgments, damages, losses, or expenses attributable to the Encroaching Improvement being located in the public utility easement, and shall defend, indemnify and save them harmless from any and all claims, demands, suits, actions or proceedings of any kind or nature, of or by anyone, in any way resulting from or arising out of the Encroaching Improvement, whether such claims or actions are rightfully or wrongfully brought, filed, or appealed. This Agreement shall attach to and run with the land, and is binding on all subsequent purchasers, heirs, successors, and assigns, encumbering the Property set forth in Exhibit A henceforth and forever. This Agreement shall not be amended or revoked without the prior written consent of the City, signed by the parties, and properly recorded in the records of Washington County, Utah.

DATED this 31<sup>st</sup> day of MARCH 2021.

OWNER: Capital Consulting & Investment LLC

M. Kent Foote  
M. Kent Foote, Manager

STATE OF NEVADA )  
CLARK COUNTY )  
SS.

On the 31 day of MARCH 2021, personally appeared before me M. Kent Foote, who being by me duly sworn did say that he is the manager of Capital Consulting & Investment LLC and that he executed the foregoing document on behalf of said limited liability company being authorized and empowered to do so by the operating agreement of Capital Consulting & Investment LLC, and he did duly acknowledge to me that such limited liability company executed the same for the uses and purposes state therein.



  
Notary Public

**EXHIBIT A**

**Legal Description**

**LOT 34, CRIMSON MEADOWS – PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WASHINGTON COUNTY RECORDER'S OFFICE.**