

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



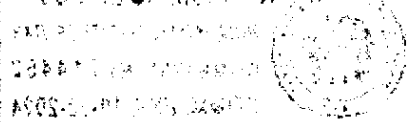
Tax ID: SG-ARBR-5-59

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 Marlin Payne and Cherish Payne (Owner) regarding real property located at 2971 E Sycamore Lane, St George, Utah 84790 more fully described in Exhibit A which is incorporated herein by this reference.

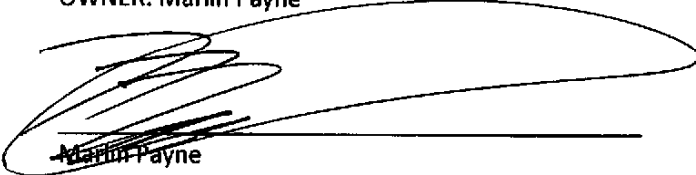
Owner does hereby covenant, acknowledge, and agree that the City of St. George (City) has a public utility easement on the subject property. Owner understands and agrees that any improvements, including, but not limited to, pavement, fences, walls, accessory structures, garages, pools, or any other improvement 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 19 day of November 20 21.

OWNER: Marlin Payne


Marlin Payne

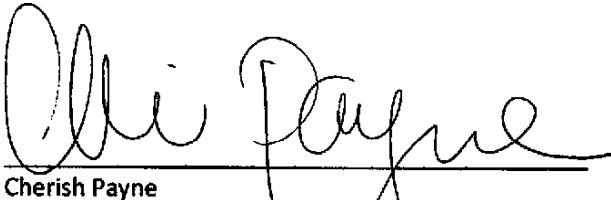
STATE OF UTAH)

ss.

WASHINGTON COUNTY)

On the 19 day of NOVEMBER, 2021, personally appeared before me Marlin Payne, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed the foregoing document and acknowledged before me that he signed it voluntarily for its stated purpose.


Notary Public


Cherish Payne

STATE OF UTAH)

ss.

WASHINGTON COUNTY)

On the 19 day of NOVEMBER, 2021, personally appeared before me Cherish Payne, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed the foregoing document and acknowledged before me that she signed it voluntarily for its stated purpose.


Notary Public



EXHIBIT A

Legal Description

Lot 59, THE ARBORS – PHASE 5, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.