



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

Tax ID: SG-DCR-4B-6-415

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 CW Desert Color LLC (Owner) regarding real property located at 5310 South Blue Pearl Aly 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 17 day of NOVEMBER 20 25.

OWNER: CW Desert Color LLC


Chris Winter, Manager

STATE OF UTAH)
ss.
WASHINGTON COUNTY)

On the 17 day of NOVEMBER 2025, personally appeared before me
CHRIS WINTER, who being by me duly sworn did say that he/she is the manager of CW
Desert Color LLC and that he/ she executed the foregoing document on behalf of said limited liability
company being authorized and empowered to do so by the operating agreement of CW Desert Color
LLC and he/she did duly acknowledge to me that such limited liability company executed the same for
the uses and purposes state therein.



EXHIBIT A

Legal Description

LOTS 412 THROUGH 423, INCLUSIVE, AND 429 THROUGH 435, INCLUSIVE, DESERT COLOR
RESORT PHASE 4B AND PHASE 6, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE
AND OF RECORD IN THE WASHINGTON COUNTY RECORDER'S OFFICE.