

AFTER RECORDING PLEASE RETURN TO:
Aaron Langston
1593 Grapevine Crossing
Washington, UT 84780

St. George City
175 East 200 North
St. George, Utah 84770

DOC # 20210048912

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Gary Christensen Washington County Recorder
07/21/2021 08:54:25 AM Fee \$ 0.00
By ST GEORGE CITY



Tax ID No: SG-5-3-31-433-STL

AMENDMENT NO. 2 TO EASEMENT NO. 2221

Fund: School

This Amendment No. 2 to Easement No. 2221 ("Amendment") is dated July 15, 2021 and is between the State of Utah, through the School and Institutional Trust Lands Administration, 675 East 500 South, Suite 500, Salt Lake City, Utah 84102 ("SITLA"), and City of St. George, 175 East 200 North, St. George, Utah 84770 ("Grantee").

Recitals

A. Effective March 28, 2019, SITLA and City of St. George entered into Easement No. 2221 (the "Easement Agreement"), which gave Grantee the right to construct, operate, repair, maintain and/or replace a sewer line and other public utilities over the portion of those trust lands described in Exhibits A and B of the Easement Agreement (the "Easement Lands").

B. Effective December 22, 2019, the Easement Agreement was amended to expand the Easement Lands (the "First Amendment").

C. Grantee now wishes to operate additional improvements for underground utilities to serve the South Block and other land and wishes to expand the Easement Lands a second time.

D. Grantee now desires to secure an easement for the expanded Easement Land area (the "Second Amendment").

E. In accordance with Article 10.1 and Article 10.5 of the development agreement dated September 11, 2017 between Trust Lands Administration and Desert Color St. George, LLC ("Developer"), utility easements are granted without compensation.

NOW THEREFORE, SITLA and Grantee hereby amend the Easement Agreement as follows:

1. Legal Description. The parties hereby amend the description of the Easement Lands by deleting Exhibit A ("Legal Description") and Exhibit B ("Map") of the Easement Agreement and the First Amendment entirely and replace it with Exhibit A and Exhibit B to this Second Amendment.

2. Grant of Easement. SITLA hereby grants to Grantee an easement over the Easement Lands as described on new Exhibits A and B attached to this Second Amendment, for operation, maintenance, repair or replacement of municipal utilities (together, the "Improvements").

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3. Ratification of Easement Agreement. All terms of the Easement Agreement not changed by this Amendment remain in full force and effect and the parties hereby ratify those terms. If there is a conflict between the terms of the Easement Agreement and this Amendment, the terms of this Amendment control.

4. Governing Law; Venue. This Amendment is governed by the laws of the State of Utah without regard to its choice or conflicts of laws principles that may refer the interpretation of this Amendment to the laws of another jurisdiction. SITLA and Grantee agree that all disputes arising out of this Amendment may only be litigated in the Third Judicial District Court for Salt Lake County, Utah, and Grantee hereby consents to the jurisdiction of such court. Grantee may not bring any action against SITLA without exhaustion of available administrative remedies and compliance with applicable requirements of the Utah Governmental Immunity Act. SITLA does not waive, limit, or modify any sovereign immunity from suit except as specifically provided herein.

5. Counterparts and Electronic Signatures. The parties may execute this Amendment in counterparts, each of which when taken together will be deemed one and the same document. The parties may execute this Amendment by exchange of electronic signatures and such electronic signatures are enforceable against the signing party. The parties agree that an electronic version of this Amendment, as amended, has the same legal effect and/or enforceability as a paper version as per Utah Code Ann. § 46-4-201.

[Remainder of Page Left Blank. Signature Page to Follow.]

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SITLA and Grantee have executed this Amendment as of the dates indicated next to the signatures.

**State of Utah School and Institutional
Trust Lands Administration**

City of St. George

By: David Ure
Name: David Ure
Title: Director

By: Michele Randall
Name: Michele Randall
Title: Mayor

Date: July 1, 2021

Date: July 15, 2021, 2021

Approved as to form:
SEAN D. REYES
ATTORNEY GENERAL
By: [Signature]
Special Assistant Attorney General

ATTEST:
[Signature]
Christina Fernandez, City Recorder



Approved as to form:
[Signature] July 17, 2021
Bryan Park, Assistant City Attorney

Agreed to and acknowledged this 23 day of June, 2021.

Desert Color St. George, LLC
By: [Signature]
Name: Maibach Danste
Title: Manager

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STATE OF UTAH)
 : §
COUNTY OF SALT LAKE)

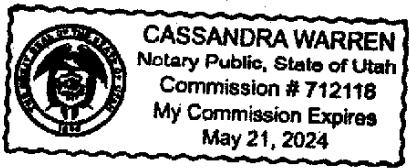
The foregoing instrument was acknowledged before me this 15th day of July, 2021, by David Ure, in his capacity as Director of the School and Institutional Trusts Lands Administration.



[Signature]
Notary Public

STATE OF UTAH)
 : §
COUNTY OF Washington)

The foregoing instrument was acknowledged before me this 15th day of July, 2021, by Michele Randall, and Christina Fernandez in their capacity as Mayor and City Recorder of the Grantee.



[Signature]
Notary Public

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EXHIBIT A
To Amendment No. 2 to Easement No. 2221

LEGAL DESCRIPTION OF EASEMENT LANDS

Atkinville Utility Easement

Beginning at a point which is South 01°09'22" West 748.22 feet along the East Section line and North 90°00'00" West 55.28 feet from the Northwest Corner of Section 25, Township 43 South, Range 16 West Salt Lake Base and Meridian; running thence South 43°07'59" East 23.55 feet; thence South 28°37'18" East 259.38 feet; thence South 46°14'23" East 261.51 feet; thence South 66°02'09" East 159.14 feet; thence North 56°57'19" East 55.31 feet; thence North 06°51'39" West 322.55 feet; thence North 06°48'49" West 169.32 feet; thence North 83°11'11" East 25.00 feet; thence South 06°48'49" East 169.31 feet; thence South 06°51'39" East 338.10 feet; thence South 56°57'19" West 53.25 feet; thence South 68°49'44" East 45.88 feet; thence South 67°25'30" East 130.38 feet; thence South 50°30'17" East 274.71 feet; thence South 32°18'39" East 397.58 feet; thence South 44°20'31" East 184.99 feet; thence South 60°20'12" East 222.36 feet; thence South 63°34'09" East 397.36 feet; thence South 51°33'58" East 401.30 feet; thence South 32°28'48" East 335.30 feet; thence South 23°38'03" East 305.47 feet; thence South 13°20'44" East 398.98 feet; thence South 12°19'40" East 400.85 feet; thence South 19°52'13" East 400.57 feet; thence South 18°58'24" East 138.33 feet; thence South 29°28'49" East 312.44 feet; thence South 34°09'51" East 400.85 feet; thence South 26°11'51" East 314.27 feet; thence South 46°11'00" East 218.83 feet; thence South 76°37'48" East 246.86 feet; thence North 83°56'21" East 291.13 feet; thence South 88°47'42" East 401.70 feet to the Southern Parkway NA Right-of-Way line; thence along said NA Right-of-Way line South 34°24'27" East 30.75 feet; thence North 88°47'42" West 418.02 feet; thence South 83°56'21" West 293.82 feet; thence North 76°37'48" West 236.15 feet; thence South 08°13'54" East 272.06 feet; thence South 81°46'06" West 25.00 feet; thence North 08°13'54" West 286.16 feet; thence North 46°11'00" West 222.34 feet; thence North 26°11'51" West 316.94 feet; thence North 34°09'51" West 400.13 feet; thence North 29°28'49" West 315.76 feet; thence North 18°58'24" West 140.43 feet; thence North 19°52'13" West 402.02 feet; thence North 12°19'40" West 402.28 feet; thence North 13°20'44" West 396.51 feet; thence North 23°38'03" West 301.29 feet; thence North 32°28'48" West 329.16 feet; thence North 51°33'58" West 394.47 feet; thence North 63°34'09" West 395.44 feet; thence North 60°20'12" West 226.58 feet; thence North 44°20'31" West 191.13 feet; thence North 32°18'39" West 396.21 feet; thence North 50°30'17" West 266.99 feet; thence North 67°25'30" West 105.10 feet; thence South 06°51'40" East 391.82 feet; thence South 83°08'20" West 25.00 feet; thence North 06°51'40" West 405.72 feet; thence North 68°49'44" West 62.94 feet; thence North 66°02'09" West 170.59 feet; thence North 46°14'23" West 269.75 feet; thence North 28°37'18" West 254.85 feet; thence North 02°50'37" East 36.58 feet to the point of beginning.

Contains: 4.70 Acres

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Lizard Utility Easement (Added by Amendment 1)

Beginning at a point which is North 88°42'49" West 919.36 feet along the North Section line and South 00°00'00" West 497.45 feet from the Northeast Corner of Section 26, Township 43 South, Range 16 West Salt Lake Base and Meridian; said point being on the Southerly boundary of the Welcome Center parcel, running thence South 11°34'09" East 340.20 feet; thence South 11°19'56" East 323.12 feet; thence South 27°29'29" West 365.75 feet; thence South 01°46'50" East 369.31 feet; thence South 88°13'10" West 25.00 feet; thence North 01°46'50" West 375.84 feet; thence North 27°29'29" East 363.47 feet; thence North 11°19'56" West 314.26 feet; thence North 11°34'09" West 349.17 feet to the said Southerly boundary of the Welcome Center Parcel; said point being a point of curvature of a 950.0 foot radius curve concave to the left, thence along the said Southerly boundary Southeasterly 26.58 feet along the arc of said curve through a central angle of 1°36'11" the chord of said curve bears South 81°43'47" East a distance of 26.58 feet to the point of beginning.

Contains: 0.80 Acres

Resort Lagoon MUE 1

Beginning at a point which is South 01°14'25" West 180.59 feet along the West section line and North 90°00'00" East 1100.63 feet from the West Quarter Corner of Section 25, Township 43 South, Range 16 West of the Salt Lake Base and Meridian; running thence North 29°41'17" West 214.68 feet, to a point of non-tangency, said point also being on the arc of a curve to the left having a radius of 450.00 feet; thence Northwesterly 187.21 feet along the arc of said curve through a central angle of 23°50'11", the radial direction bears South 46°50'03" West, thence North 22°59'52" East 10.00 feet, to a point of non-tangency, said point also being on the arc of a curve to the right having a radius of 460.00 feet; thence Southeasterly 178.21 feet along the arc of said curve through a central angle of 22°11'48", the radial direction bears South 22°59'52" West, to a point of non-tangency; thence North 60°18'43" East 16.41 feet; thence South 29°41'17" East 18.60 feet; thence South 60°18'43" West 12.89 feet; thence South 29°41'17" East 201.17 feet; thence North 60°18'43" East 15.00 feet; thence South 29°41'17" East 252.77 feet; thence South 48°20'57" East 10.00 feet; thence South 41°34'08" West 10.00 feet; thence North 48°20'57" West 11.66 feet; thence North 29°41'17" West 244.41 feet; thence South 60°18'43" West 15.00 feet, to the point of beginning.

West Half of Section 25, T 43S R 16W, SLB&M

Contains 7,010 sq.ft. 0.16 acres.

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Resort Lagoon MUE 2

Beginning at a point which is North 01°09'22" East 69.63 feet along the West Section line and North 90°00'00" East 691.71 feet from the West Quarter Corner of Section 25, Township 43 South, Range 16 West of the Salt Lake Base and Meridian; running thence North 30°10'28" West 15.00 feet; thence North 59°49'32" East 110.00 feet; thence South 79°48'59" East 36.43 feet, to a point of non-tangency, said point also being on the arc of a curve to the right having a radius of 460.00 feet; thence Southeasterly 27.22 feet along the arc of said curve through a central angle of 3°23'27", the radial direction bears South 19°36'25" West, to a point of non-tangency; thence South 22°59'52" West 15.00 feet; thence North 74°41'07" West 54.52 feet; thence South 59°49'32" West 104.49 feet, to the point of beginning.
NW Quarter of Section 25, T 43S R 16W, SLB&M

Contains 2,572 sq.ft. 0.06 acres.

Resort 2A MUE

Beginning at a point which is South 01°14'25" West 700.95 feet along the West section line and North 90°00'00" East 1255.23 feet from the West Quarter Corner of Section 25, Township 43 South, Range 16 West of the Salt Lake Base and Meridian; running thence North 41°34'08" East 10.00 feet; thence South 48°20'57" East 279.75 feet to the Northerly boundary of Lagoon Parkway roadway dedication plat recorded on January 04, 2019 as Document No. 20190000314 in the office of the Washington County Recorder, in said County, State of Utah, said point also being on the arc of a curve to the right having a radius of 668.00 feet; thence along said boundary Southwesterly 10.29 feet along the arc of said curve through a central angle of 0°52'58", the radial direction bears North 35°07'45" West, to a point of non-tangency; thence North 48°20'57" West 277.30 feet, to the point of beginning.
SW Quarter of Section 25, T 43S R 16W, SLB&M

Contains 2,785 sq.ft. 0.06 acres

Resort Offsite MUE

Beginning at a point which is North 01°09'22" East 420.63 feet along the West Section line and North 90°00'00" East 975.16 feet from the West Quarter Corner of Section 25, Township 43 South, Range 16 West of the Salt Lake Base and Meridian; running thence North 56°33'09" West 152.00 feet; thence North 21°02'00" West 145.23 feet; thence North 38°33'17" West 389.46 feet; thence North 83°08'20" East 23.95 feet; thence North 06°51'40" West 36.84 feet; thence North 61°37'58" East 79.25 feet; thence South 30°18'59" East 410.85 feet; thence South 40°18'24" East 91.89 feet; thence South 45°59'17" East 37.50 feet; thence South 49°16'05" East 58.75 feet; thence South 52°31'59" East 57.00 feet; thence South 33°26'51" West 92.50 feet, to the point of beginning.
NW of Section 25, T 43S R 16W, SLB&M

Contains 60,237 sq.ft. 1.38 acres.

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Lizard Wash Sewer (Added by Amendment 2)

Beginning at a point which is South $01^{\circ}14'25''$ West 415.91 feet along the West Section line and North $90^{\circ}00'00''$ West 327.91 feet from the East Quarter Corner of Section 26, Township 43 South, Range 16 West, of the Salt Lake Base and Meridian; running thence South $64^{\circ}43'31''$ West 30.00 feet; thence North $25^{\circ}16'29''$ West 163.23 feet; thence North $32^{\circ}02'29''$ West 400.08 feet; thence North $24^{\circ}57'59''$ West 404.67 feet; thence North $14^{\circ}14'01''$ West 391.00 feet; thence North $75^{\circ}41'29''$ East 30.00 feet; thence South $14^{\circ}14'01''$ East 388.22 feet; thence South $24^{\circ}57'59''$ East 400.00 feet; thence South $32^{\circ}02'29''$ East 400.00 feet; thence South $25^{\circ}16'29''$ East 165.00 feet to the point of beginning.

Section 26, T 43 S, R 16 W:

Total Area: 40,682.9 sq. ft. or 0.93 acres

