



When recorded, return to:

Rick L. Guerisoli
Durham Jones & Pinegar, P.C.
192 East 200 North, Third Floor
St. George, Utah 84770

Tax Parcel No.: SG-5-2-22-112

FIRST AMENDMENT TO DEED RESTRICTION AGREEMENT

This First Amendment to Deed Restriction Agreement ("**First Amendment**") is executed by White Hills, LC, a Utah limited liability company ("**White Hills**"), and consented to by the City of St. George, a municipal corporation of the State of Utah (the "**City**").

WHEREAS, on July 29, 2019, White Hills executed a Deed Restriction Agreement which was recorded on July 29, 2019 as Document ID 20190029802 in the official records of the Recorder of Washington County, Utah (the "**Agreement**");

WHEREAS, the Agreement memorializes the grant by White Hills for the benefit of certain Ground Lease Property identified therein of a perpetual easement across the remaining portion of the real property identified as Tax Parcel No. SG-5-2-22-112 to permit storm drainage from the Ground Lease Property across such remaining White Hills property consistent with the historic flow of such storm drainage;

WHEREAS, the historic flow of storm drainage from the Ground Lease Property impacts the adjacent easterly/southeasterly portion of the remaining White Hills property;

WHEREAS, White Hills has or will shortly subdivide and convey a portion of such remaining property located north of the Ground Lease Property for development purposes (the "**New Parcel**");

WHEREAS, due to its location relative to the Ground Lease Property, the New Parcel is not impacted by the historic flow of storm drainage from the Ground Lease Property; and

WHEREAS, based on the foregoing, White Hills desires to amend the Agreement to remove the New Parcel from the legal description of the White Hills property subject to the Agreement, and the City is willing to consent to such amendment;

NOW, THEREFORE, in consideration of the premises, White Hills hereby amends the Agreement as follows:

1. The legal description of the "Property" as set forth in Exhibit A to the Agreement is hereby amended, replaced and superseded in its entirety by the legal description set forth in Exhibit A attached hereto and incorporated herein by this reference.

2. This First Amendment shall be recorded in the official records of the Recorder of Washington County, Utah.

3. Except as amended hereby, the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, White Hills, LC, has executed this First Amendment this 10th day of December, 2020.

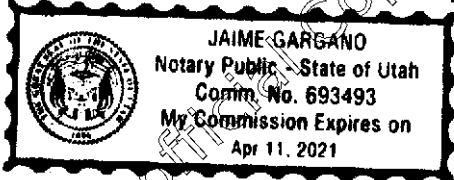
**White Hills, LC,
a Utah limited liability company**

By: 
Name: Scott Sandberg
Title: Manager

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 10th day of December, 2020, by Scott Sandberg, a Manager of White Hills, LC.



NOTARY PUBLIC



CONSENT TO FIRST AMENDMENT TO DEED RESTRICTION AGREEMENT

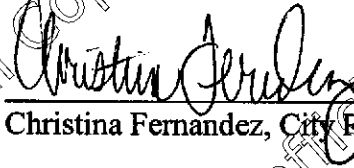
In accordance with the terms of that certain Deed Restriction Agreement dated July 29, 2019 and recorded on July 29, 2019 as Document ID 20190029802 in the official records of the Recorder of Washington County, Utah, the City of St. George, a municipal corporation of the State of Utah, hereby consents to the terms of the foregoing First Amendment to Deed Restriction Agreement.

CITY OF ST. GEORGE



Jonathan T. Pike, Mayor


ATTEST:



Christina Fernandez, City Recorder



APPROVED AS TO FORM:

 December 11 2020

Bryan Pack, Assistant City Attorney

Exhibit A

Description of the Property

LAND LYING ELY 3050 EAST ST IN NW1/4 NE1/4 & SW1/4 NE1/4 SEC 22 T42S R15W. LESS: BEG N 89°41'06" E 640 FT ALG 1/4 SEC/L & N 0°52'17" W 290 FT FM CTR 1/4 COR SEC 22 TH N 0°52'17" W 265.24 FT TO RAD CUR 25 FT RGT; TH 39.03 FT ALG ARC CUR TO PTNGY; TH N 89°41'06" E 415.24 FT; TH S 0°52'17" W 290 FT; TH S 89°41'06" W 440 FT TO POB. LESS: LAND IN 660 NORTH ST. LESS: BEG N 0°52'17" W 283 FT ALG CTR/L 3050 EAST ST & N 89°41'06" E 40 FT FM CITY SUR MONT AT INTSEC 660 NORTH & 3050 EAST STS TH N 89°41'06" E 290 FT; TH S 0°52'17" E 250 FT TO PT ON N LN 660 NORTH ST; TH S 89°41'06" W ALG N LN 660 NORTH ST 260.29 FT TO PT OF 30 FT RAD CUR RGT; TH NWLY ALG ARC CUR 43.83 FT; TH N 0°52'17" W 220.29 FT TO POB. LESS: BEG S 89°02'40" E 1056.88 FT ALG SEC/L & S 0°57'20" W 40 FT FM N1/4 COR SEC 22 ALSO BEING ON S BDRY 40 FT WIDE EAST; TH S 89°02'40" E 75 FT ALG S LN EASE; TH S 0°57'20" W 50 FT; TH N 89°02'40" W 75 FT; TH N 0°57'20" E 50 FT TO POB. LESS: SELY 4.53 AC

LESS AND EXCEPTING THE FOLLOWING PARCEL:

DESCRIPTION OF A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING ON THE EAST LINE OF 3050 EAST STREET (AN 80.00 FOOT WIDE PUBLIC STREET), SAID POINT BEING SOUTH 88°53'18" EAST 600.00 FEET ALONG THE SECTION LINE TO THE CENTER LINE OF SAID 3050 EAST STREET AND NORTH 00°33'14" EAST 143.46 FEET ALONG THE CENTERLINE OF SAID 3050 EAST STREET AND SOUTH 89°26'46" EAST 40.00 FEET FROM THE CENTER OF SECTION 22, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING:

THENCE ALONG THE EAST LINE OF SAID 3050 EAST STREET NORTH 00°33'14" EAST 181.78 FEET; THENCE SOUTH 88°53'23" EAST 328.44 FEET; THENCE SOUTH 01°06'37" WEST 206.80 FEET TO THE NORTHERLY LINE OF 750 NORTH STREET; THENCE NORTH 88°55'36" WEST 255.55 FEET ALONG 750 NORTH STREET; THENCE NORTH 74°42'39" WEST 52.94 FEET; THENCE NORTH 01°04'24" EAST 2.50 FEET TO A POINT ON A 25.00 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, RADIUS POINT BEARS NORTH 01°04'24" EAST; THENCE 22.85 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°22'09", LONG CHORD BEARS NORTH 62°44'31" WEST TO THE POINT OF BEGINNING.