

Russell Shirts Washington County Recorder
02/24/2020 03:54:46 PM Fee \$0.00 By STATE OF
UTAH SCHOOL AND INSTITUTIONAL TRUST
LANDS ADMINISTRATION

AFTER RECORDING PLEASE RETURN TO:

Aaron Langston
2303 N. Coral Canyon Blvd, Suite 100-A
Washington, UT 84780

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

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

**AMENDMENT NO. 2 TO
EASEMENT NO. 3332**

Fund: School

This Amendment No. 2 to Easement No. 3332 ("Amendment") is dated ~~February 12~~, 2020 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 St. George City, 175 East 200 North, St. George, Utah 84770 ("Grantee").

Recitals

A. Effective September 15, 1988, SITLA and St. George City entered into Easement No. 3332 (the "Easement Agreement"), which gave Grantee the right to construct, operate, repair, maintain and/or replace a 50' powerline over the portion of those trust lands described within the Easement Agreement (the "Easement Lands").

B. Effective March 8, 1989, the Easement Agreement was amended to correct the legal description of the Easement Lands.

C. Grantee now wishes to expand the Easement Lands to 100 feet wide, 50 feet on either side of the centerline, over those lands generally depicted in **Exhibit A** and more particularly described in **Exhibit B**.

NOW THEREFORE, for \$17,624.40, which includes a \$150 amendment processing fee, SITLA and Grantee hereby amend the Easement Agreement as follows:

1. Legal Description. The parties hereby amend the description of the Easement Lands, as amended, by deleting the Easement Lands description of the Easement Agreement, as amended, in its entirety and replacing it with **Exhibit B** to this Amendment.

2. Grant of Easement. SITLA hereby grants to Grantee an easement over the Easement Lands as generally depicted in **Exhibit A** and more particularly described in **Exhibit B** attached to this Amendment, for construction, operation, maintenance, repair or replacement of the powerline ("Improvements").

3. Termination of Administrative Fee. SITLA hereby terminates the requirement for Grantee to pay \$20 every third year of the Easement Agreement, as amended, in favor of paying a onetime easement fee of \$17,264.40.

4. Intermediate Reclamation. Grantee shall use reasonable efforts to reclaim disturbed areas not required for continuing operations by leveling, reseeding and other

ESMT 3332 – Amendment 2

Page 2

reasonably necessary steps to prevent soil erosion, promote the establishment of suitable vegetation, and control noxious weeds and pests.

5. Ratification of Easement Agreement. All terms of the Easement Agreement, as amended, 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, as amended, and this Amendment, the terms of this Amendment control.

6. 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.

7. 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.]

ESMT 3332 – Amendment 2
Page 3

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

St. George City

By: David Ure
Name: David Ure
Title: Director

By: Jonathan T. Pike
Name: Jonathan T. Pike
Title: Mayor

Date: 2/11/20 20

Date: 2/16

Approved as to form:
SEAN D. REYES
ATTORNEY GENERAL

ATTEST:
Christina Fernandez
Christina Fernandez, City Recorder



By: Chris Hill
Special Assistant Attorney General

Approved as to form:
Victoria H. Hales
Victoria H. Hales, Assistant City Attorney

ESMT 3332 – Amendment 2

Page 4

STATE OF UTAH)

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 12th day of February, 2020, by David Ure, in his capacity as Director of the School and Institutional Trusts/Lands Administration.

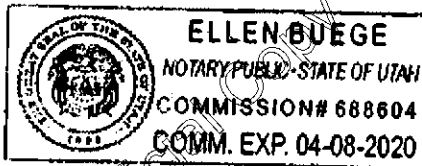


[Signature]
Notary Public

STATE OF UTAH)

COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 12th day of February, 2020, by Jonathan T. Rife, and Christina Francis in their capacity as Mayor and City Recorder of the Grantee.

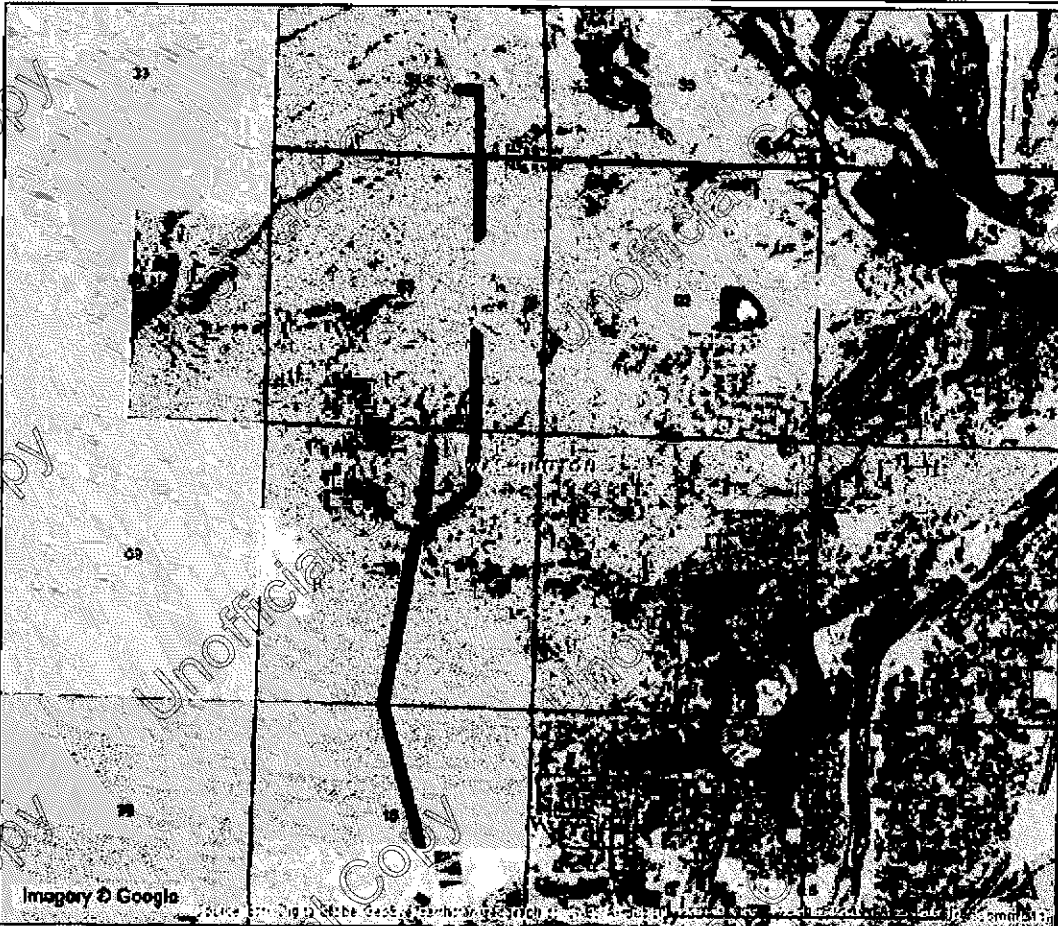


[Signature]
Notary Public

ESMT 3332 – Amendment 2
 Page 5

EXHIBIT A
To Amendment No. 2 to Easement No. 3332
MAP OF EASEMENT LANDS

ROW 3332 - Two intersecting easements for 50 ft power line
 T42S R16W within Sec. 34, SLB&M; T43S R16W within Sec. 2, 3, 10, 15, SLB&M
 Washington County



ROW 3332 (30.1 Acres)

Land Ownership and Administration

- Bureau of Land Management
- Private
- State Trust Lands
- Other State

This information is for informational purposes only and is not intended to be used for any legal or financial purposes. It is provided as a service to the public and is subject to change without notice. The information is based on the best available data and is not guaranteed. The information is provided as a service to the public and is not intended to be used for any legal or financial purposes. It is provided as a service to the public and is subject to change without notice. The information is based on the best available data and is not guaranteed.

Washington, CO, Bureau of Land Management, 1981
 4382 East MERG, Garmin, USGS, NGA, EPA, USDA, S.P.S.

ESMT 3332 – Amendment 2
Page 6

EXHIBIT B
To Amendment No. 2 to Easement No. 3332
LEGAL DESCRIPTION OF EASEMENT LANDS

Amended Easement Descriptions
(January 23, 2020)

Section 34, Township 42 South, Range 16 West, SLB&M

50 foot wide easement, 25 feet each side of the following described centerline:

Beginning at a point North 88°27'02" West 25.00 ft. along the 1/16 line from an existing 5/8" rebar at the NW corner of the SE1, SE4, Sec. 34, and running thence South 01°03'24" East 1328.68 feet parallel to and 25 feet West of the East line of the SW4, SE4, of said Sec. 34 to the South section line of said Sec. 34.

Containing: 1.52 acres

(Basis of Bearing being North 01°26'26" East along the center section line between the South Quarter corner and the Center Quarter corner of Section 2, Township 43 South, Range 16 West, SLB&M)

100 foot wide easement:

Commencing at the South ¼ Corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian; Thence North 01°10'17" East along the Center Section line a distance of 1328.84 feet; Thence South 88°27'02" East a distance of 789.40 feet to the Point of Beginning, said point being on the Southerly boundary line of that parcel shown by Tax ID #SG-6-2-34-242, and Document #20080023193, Official Washington County Records. Thence South 88°27'02" East, along said line, a distance of 428.85 feet more or less to a point on the West line of the existing State Trust Easement #3332 Amended; Thence South 01°03'24" East, along said line, a distance of 100.10 feet; Thence North 88°27'02" West a distance of 433.41 feet; Thence North 01°32'58" East, a distance of 100.00 feet to the Point of Beginning.

Containing: 43,113 sq.ft. or 0.99 acres

(Basis of Bearing being North 01°26'26" East along the center section line between the South Quarter corner and the Center Quarter corner of Section 2, Township 43 South, Range 16 West, SLB&M)

ESMT 3332 – Amendment 2

Page 7

Sections 3, 10, and 15, Township 43 South, Range 16 West, SLB&M

100 foot wide easement, 50 feet each side of the following described centerline:

Beginning at a point South 88°31'01" East 1310.05 feet along the section line and South 01°31'29" West 92.07 feet from the North Quarter corner of Section 3, Township 43 South, Range 16 West, SLB&M, and running thence South 01°31'29" West 284.42 feet; thence South 00°32'44" West 1145.32 feet to the point of terminus

Containing 3.28 acres

100 foot wide easement, 50 feet each side of the following described centerline:

Beginning at a point South 88°31'01" East 1310.05 feet along the section line and South 01°31'29" West 376.49 feet and South 00°32'44" West 2952.72 feet from the North Quarter corner of Section 3, Township 43 South, Range 16 West, SLB&M, and running thence South 00°32'44" West 2967.54 feet; thence South 50°15'29" West 1429.15 feet; thence South 10°30'16" West 3249.47 feet; thence South 15°31'01" East 2778.80 feet, more or less to a point on the East/West center Section line of Section 15, Township 43 South, Range 16 West, SLB&M, said point being the termination of this easement and is also located North 88°45'16" West 2069.90 feet along the center section line from the East Quarter corner of said Section 15.

Containing 23.93 acres

(Basis of Bearing being South 88°31'01" East along the section line between the North Quarter corner and the Northeast corner of Section 3, Township 43 South, Range 16 West, SLB&M)

Sections 2 and 11, Township 43 South, Range 16 West, SLB&M

50 foot wide easement, 25 feet each side of the following described centerline:

Beginning at a point North 01°26'26" East 10.00 feet along the center section line from the South Quarter corner of Section 2, Township 43 South, Range 16 West, SLB&M, and running thence North 88°18'34" West 154.60 feet; thence North 62°10'29" West 172.28 feet, more or less, to a point of termination.

Containing 16,504 sq. ft. OR 0.38 acres

(Basis of Bearing being North 01°26'26" East along the center section line between the South Quarter corner and the Center Quarter corner of Section 2, Township 43 South, Range 16 West, SLB&M)