

Addendum Page 1 of 3

Russell Shirts Washington County Recorder
 09/03/2020 10:30:07 AM Fee \$0.00 By STATE OF
 UTAH SCHOOL AND INSTITUTIONAL TRUST
 LANDS ADMINISTRATION

After Recording Please Return To:
 State of Utah School and Institutional Trust Lands Administration
 2303 N Coral Canyon Blvd Ste100A
 Washington, UT 84780

**EXCLUSIVE POSSESSION ADDENDUM NO. 13 TO
 DEVELOPMENT LEASE AGREEMENT NO. 1100**

This EXCLUSIVE POSSESSION ADDENDUM NO. 13 TO DEVELOPMENT LEASE AGREEMENT NO. 1100 (the "Addendum"), is effective August 31, 2020 (the "Effective Date"), by and between the State of Utah, through the School and Institutional Trust Lands Administration (the "Lessor"), and Desert Color St. George, LLC (the "Lessee").

Effective September 11, 2017, the parties entered into Development Lease Agreement No. 1100 (the "Lease"), under which certain lands in Washington County, Utah (the "Premises") were leased to Lessee to be subdivided and developed for residential and other related purposes.

Pursuant to section 2.4 of the Lease, Lessor has the right to enter, occupy, use and control the Premises until such time as exclusive possession and use is provided pursuant to the terms of the Lease.

1. The parties hereby acknowledge that one or more of the conditions described in the Lease has been met and that Lessee has exclusive possession and use of a certain portion of the Premises (the "Exclusive Possession and Use Parcel"). The Exclusive Possession and Use Parcel is more particularly described as follows:

Auburn Hills Phase 11 Legal Description

A parcel of land located in the Southwest Quarter of Section 25, Township 43 South, Range 16 West, Salt Lake Base and Meridian, Washington County, Utah, being more particularly described as follows:

Beginning at a point that lies North 01°14'25" East along the section line 1350.42 feet and East 426.55 feet, from the Southwest Corner of Section 25, Township 43 South, Range 16 West, Salt Lake Base and Meridian and running thence North 28°39'30" East 100.00 feet; thence South 61°20'30" East 28.85 feet; thence North 28°39'30" East 60.00 feet; thence North 41°08'29" East 63.71 feet; thence North 47°54'19" East 59.43 feet; thence North 50°36'39" East 8.17 feet; thence North 55°49'51" East 67.59 feet; thence North 63°25'46" East 30.45 feet to the Northwest corner of Lot 19, Auburn Hills Phase 1, official records Washington County, Utah, and running thence along the west line of said Auburn Hills Phase 1 the following six (6) courses: 1) South 26°56'50" East 153.89 feet, 2) northeasterly along a 355.00 foot radius non-tangent curve to the right, (long chord bears North 67°14'44" East a distance of 51.91 feet), center point lies South 26°56'50" East through a central angle of 08°23'06", a distance of 51.95 feet, 3) South 18°33'43" East 101.41 feet, 4) North 73°59'12" East 40.44 feet, 5) South 03°22'29" East 163.51 feet, 6) North 86°37'31" East 8.68 feet; thence South 03°49'24" West

Addendum No. 13 to Development Lease Agreement No. 1100
Page 2

105.74 feet; thence North 86°10'36" West 129.17 feet; thence North 61°20'30" West 397.33 feet, to the point of beginning.

Containing 129,198 square feet or 2.97 acres.

Auburn Hills Phase 13 Legal Description

A parcel of land located in the Northwest Quarter of Section 36, Township 43 South, Range 16 West, Salt Lake Base and Meridian, Washington County, Utah, being more particularly described as follows:

Beginning at a point that lies South 88°50'55" East along the section line 812.17 feet and South 539.68 feet from the Northwest Corner of said Section 36, and running thence South 86°10'36" East 95.00 feet; thence South 03°49'24" West 22.28 feet; thence South 86°10'36" East 305.00 feet; thence North 03°49'24" East 105.00 feet; thence South 86°10'36" East 75.00 feet; thence southeasterly along a 10.00 foot radius curve to the right, (long chord bears South 41°10'36" East a distance of 14.14 feet), center point lies South 03°49'24" West through a central angle of 90°00'00", a distance of 15.71 feet; thence South 86°10'36" East 60.00 feet; thence South 03°49'24" West 190.00 feet; thence southeasterly along a 10.00 foot radius curve to the left, (long chord bears South 41°10'36" East a distance of 14.14 feet), center point lies South 86°10'36" East through a central angle of 90°00'00", a distance of 15.71 feet; thence South 03°49'24" West 60.00 feet; thence southwesterly along a 10.00 foot radius non-tangent curve to the left, (long chord bears South 48°49'24" West a distance of 14.14 feet), center point lies South 03°49'24" West through a central angle of 90°00'00", a distance of 15.71 feet; thence South 03°49'24" West 100.00 feet; thence North 86°10'36" West 418.48 feet; thence North 65°38'46" West 73.74 feet; thence North 37°23'00" West 87.15 feet; thence North 09°07'23" West 73.93 feet; thence North 16°26'18" East 75.62 feet; thence North 03°49'24" East 60.00 feet, to the point of beginning.

Containing 164,177 square feet or 3.77 acres.

- 2. Lessee's exclusive possession and use of the Exclusive Possession and Use Parcel commences on the Effective Date.

[Signature Page to Follow]

Addendum No. 13 to Development Lease Agreement No. 1100
Page 3

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the day and year first written above.

STATE OF UTAH, SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

APPROVED AS TO FORM:

By: [Signature]
Name: Kyle Pasley
Title: Assistant Director

Chris Shiraldi
Special Assistant Attorney General

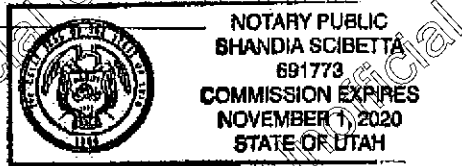
Desert Color St. George, LLC

By: [Signature]
Name: MITCHELL DAVIS
Title: MANAGER

STATE OF UTAH)
) :ss.
COUNTY OF WASHINGTON)

On this 2nd day of September, 2020, personally appeared before me Kyle Pasley, the Assistant Director of the School and Institutional Trust Lands Administration, who acknowledged that he, being duly authorized, did execute the foregoing instrument on behalf of the School and Institutional Trust Lands Administration.

[Signature]
Notary Public



STATE OF)
) :ss.
COUNTY OF)

On this 2 day of September, 2020, personally appeared before me Mitchell Davis, the Manager of Desert Color St. George LLC, who acknowledged that he/she, being duly authorized, did execute the foregoing instrument on behalf of Desert Color St. George, LLC.

[Signature]
Notary Public

