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AFTER RECORDING PLEASE RETURN TO:  
Dixie Power  
71 East Highway 56  
Beryl UT 84714

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

**AMENDMENT NO. 2 TO  
EASEMENT NO. 1618**

**Fund: School**

This Amendment No. 2 to Easement No. 1618 ("2<sup>nd</sup> Amendment") is dated \_\_\_\_\_, 20\_\_\_\_ 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 DIXIE ESCALANTE RURAL ELECTRIC ASSOCIATION, INC. DBA Dixie Power, 71 East Highway 56, Beryl, Utah 84714 ("Grantee").

**Recitals**

- A. Effective October 4, 2011, SITLA and the Grantee entered into Easement No. 1618 (the "Easement Agreement"), which gave Grantee the right to construct, operate, repair, maintain and/or replace a substation and powerlines over the portion of those trust lands described in Exhibits A and B of the Easement Agreement (the "Easement Lands").
- B. The Easement Agreement was amended on September 6, 2012 (the "Amended Easement Agreement") to change the location of the Easement Lands to those described in Exhibit A of the Amended Easement Agreement" (the "Amended Easement Lands")
- C. Grantee now wishes to operate additional powerlines to serve the Developer's (defined below) project and wishes to expand the Amended Easement Lands accordingly.
- D. Grantee now desires to secure an easement for the expanded Amended Easement Land area (the "Expanded Easement Lands").
- 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 Amended Easement Lands by deleting Exhibit A ("Legal Description of the Easement Lands") of the Amended Easement Agreement entirely and replacing it with Exhibit A to this 2<sup>nd</sup> Amendment.

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2. Grant of Easement. SITLA hereby grants to Grantee an easement over the Expanded Easement Lands as described on Exhibits A and B attached to this Amendment, for operation, maintenance, repair or replacement of a substation and powerlines (together, the “Improvements”). The Expanded Easement Lands are depicted on Exhibit B.

3. Ratification of Easement Agreement. All terms of the Easement Agreement, as amended by the Amended Easement Agreement, not changed by this 2<sup>nd</sup> 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, the Amended Easement Agreement, and this 2<sup>nd</sup> Amendment, the terms of this 2<sup>nd</sup> Amendment control.

4. Governing Law; Venue. This 2<sup>nd</sup> 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 2<sup>nd</sup> Amendment to the laws of another jurisdiction. SITLA and Grantee agree that all disputes arising out of this 2<sup>nd</sup> 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 2<sup>nd</sup> Amendment in counterparts, each of which when taken together will be deemed one and the same document. The parties may execute this 2<sup>nd</sup> 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 2<sup>nd</sup> 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**

**DIXIE ESCALANTE RURAL ELECTRIC  
ASSOCIATION, INC. DBA Dixie Power**

By: David Ure  
Name: David Ure  
Title: Director

By: Russell Condie  
Name: Russell Condie  
Title: STAFF Engineer

Date: 12/14/20, 20\_\_

Date: 12/22/20, 20\_\_

Approved as to form:  
SEAN D. REYES  
ATTORNEY GENERAL

:

By: Chris Skiraldi  
Special Assistant Attorney General

Agreed to and acknowledged this 18 day of DEC, 2020.

Desert Color St George, LLC

By: [Signature]

Name: MICHAEL DANSE

Title: MANAGER

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STATE OF UTAH )  
 : §  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of December,  
2020, by David Ure, in his capacity as Director of the School and Institutional Trust Lands  
Administration.



[Signature]  
Notary Public

STATE OF UTAH )  
 SR : §  
COUNTY OF Washington )

The foregoing instrument was acknowledged before me this SR day of December,  
SR 2020, by \_\_\_\_\_, and \_\_\_\_\_ in their capacity as Mayor and City  
Recorder of the Grantee.

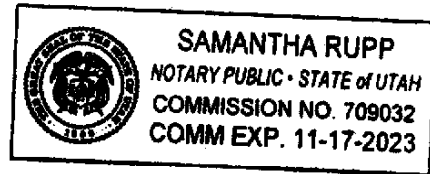
\_\_\_\_\_  
Notary Public

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STATE OF UTAH                    )  
  : §  
COUNTY OF Washington )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of December,  
2020, by Russell Condie, in his capacity as Staff Engineer of the Grantee.

  
\_\_\_\_\_  
Notary Public



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**EXHIBIT A**  
**To Amendment No. 2 to Easement No. 1618**

**LEGAL DESCRIPTION OF EASEMENT LANDS**

**OVERHEAD POWER LINE**

Beginning at an existing Power Pole referenced in SITLA easement number 1019. Said pole is located along the east edge of Interstate 15 and in the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 26, Township 43 South, Range 16 W, SLB&M; Proceeding Thence South  $15^{\circ}52'42''$  West, 1443.2992 feet to a point located 25 feet off UDOT North Bound Weigh Station Parcel and approximately 152.72 feet from Engineer Station 1192+00.00; Thence at an offset of 25 feet from Weigh Station Parcel South  $8^{\circ}39'57''$  East, 486.7244 feet; Thence continuing at an offset of 25 feet from Weigh Station Parcel South  $30^{\circ}15'59''$  West, 1404.2022 feet to a point located approximately 51.39 feet from Engineer Station 1173+50.00. Containing 3.73 acres, more or less.

**SUBSTATION**

Beginning at a point South  $1^{\circ}14'36''$  West 1079.53 feet along the east section line and West 2086.16 feet from the East Quarter Corner of Section 26, Township 43 South, Range 16 West, Salt Lake Base & Meridian, said point being North  $81^{\circ}19'52''$  East 50 feet from a Utah Department of Transportation (UDOT) Right-of-Way Marker, Station 1187+00 dated 1990, and running; thence North  $8^{\circ}40'08''$  West 400.00 feet along the easterly line of a proposed Dixie Escalante Rural Electric Association Overhead Power Line Easement; thence North  $81^{\circ}19'52''$  East 200.00 feet; thence South  $8^{\circ}40'08''$  East 400.00 feet; thence South  $81^{\circ}19'52''$  West 200.00 feet to the Point of Beginning. Containing 1.84 acres, more or less.

**SPINE ROAD POWER LINE**

A strip of land 25.00 feet in width, being 12.50 feet to the left and right of the described centerline, to be used as an Electrical Easement, located within Sections 25 and 26, Township 43 South, Range 16 West, Salt Lake Base & Meridian, Washington County, State of Utah. The centerline being more particularly described as follows:

Beginning at a point which is South  $88^{\circ}45'57''$  East 793.29 feet along the South Section line and North  $00^{\circ}00'00''$  East 1589.68 feet from the South Quarter Corner of Section 26, Township 43 South, Range 16 West, of the Salt Lake Base and Meridian; running thence South  $08^{\circ}40'19''$  East 35.00 feet; thence South  $64^{\circ}48'00''$  East 41.51 feet to a point of a non-tangent arc with a curve to the left having a radius of 2000.0 feet; thence Northeasterly 527.08 feet along the arc of said curve through a central angle of  $15^{\circ}06'00''$  the chord of which bears North  $51^{\circ}31'19''$  East for a distance of 525.56 feet, the radial direction bears North  $30^{\circ}55'42''$  West to a point of a reverse curve to the right having a radius of 750.0 feet; thence Northeasterly 550.13 feet along the arc of said curve through a central angle of  $42^{\circ}01'35''$  the chord of which bears North  $64^{\circ}59'06''$  East for a distance of 537.88 feet, the radial direction bears South  $46^{\circ}01'41''$  East to a point of tangency; thence North  $85^{\circ}59'54''$  East 248.92 feet to a point on the arc of a tangent curve to the left having a radius of 850.0 feet; thence Northeasterly 432.63 feet along the arc of said curve through a central angle of  $29^{\circ}09'44''$  the chord of which bears North  $71^{\circ}25'02''$  East for a distance of 427.98 feet, the radial direction bears North  $04^{\circ}00'06''$  West to a point of tangency; thence North  $56^{\circ}50'10''$  East 222.52 feet to a point on the arc of a curve to the right having a radius of 16.50 feet; thence Southeasterly

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20.57 feet along the arc of said curve through a central angle of  $71^{\circ}26'32''$  the chord of which bears South  $87^{\circ}26'34''$  East for a distance of 19.27 feet, the radial direction bears South  $33^{\circ}09'50''$  East to a point of a reverse curve to the left having a radius of 88.00 feet; thence Southeasterly 47.17 feet along the arc of said curve through a central angle of  $30^{\circ}42'38''$  the chord of which bears South  $67^{\circ}04'37''$  East for a distance of 46.61 feet, the radial direction bears North  $38^{\circ}16'42''$  East to a point of a reverse curve to the right having a radius of 80.0 feet; thence Southeasterly 82.27 feet along the arc of said curve through a central angle of  $58^{\circ}55'26''$  the chord of which bears South  $52^{\circ}58'13''$  East for a distance of 78.70 feet, the radial direction bears South  $07^{\circ}34'04''$  West to a point of a reverse curve to the left having a radius of 38.0 feet; thence Southeasterly 34.81 feet along the arc of said curve through a central angle of  $52^{\circ}29'05''$  the chord of which bears South  $49^{\circ}45'03''$  East for a distance of 33.60 feet, the radial direction bears North  $66^{\circ}29'30''$  East to a point of a reverse curve to the right having a radius of 735.50 feet; thence Southeasterly 514.95 feet along the arc of said curve through a central angle of  $40^{\circ}06'55''$  the chord of which bears South  $55^{\circ}56'08''$  East for a distance of 504.50 feet, the radial direction bears South  $14^{\circ}00'25''$  West to a point of tangency; thence South  $35^{\circ}52'41''$  East 149.96 feet to a point on the arc of a curve to the left having a radius of 664.50 feet; thence Southeasterly 131.60 feet along the arc of said curve through a central angle of  $11^{\circ}20'49''$  the chord of which bears South  $41^{\circ}33'05''$  East for a distance of 131.38 feet, the radial direction bears North  $54^{\circ}07'19''$  East. The side lines of said 25.00 foot Electrical Easement to be extended or shortened to meet at angle points and to terminate at boundary.

Total Area: 75,978.3 sq. ft. or 1.74 acres

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**EXHIBIT B**  
**To Amendment No. 2 to Easement No. 1618**  
**MAP OF EXPANDED EASEMENT LANDS**

