

# ITD EXHIBIT A

Docket No. 15-066-01

AGREEMENT

FOR and in consideration of the mutual covenants herein contained, and other good and valuable consideration, Dixie-Escalante Rural Electric Association, a Utah corporation, and the City of St. George, a municipal corporation of the State of Utah, do hereby agree as follows:

1. The City of St. George gives Dixie-Escalante R.E.A. a non-exclusive franchise to provide energy in certain areas of the City for a period of twenty years, as referred to in City Ordinance No. 1980-12.
2. Dixie-Escalante R.E.A. transfers and delivers title to the City of all its existing utility poles, wires and other electrical transmission equipment and distribution system and facilities now located north of the Virgin River and north of the Alcomington North property line and within the City of St. George, with the exception of 69KV transmission line and all system transformers.
3. Dixie-Escalante R.E.A. will dismiss with prejudice those lawsuits filed in the Fifth Judicial District Court, Washington County, Utah, and designated as civil suits 5571 and 5876.
4. Dixie-Escalante R.E.A. will not oppose or object to the construction, maintenance and operation of such electrical transmission and distribution facilities upon and across those territories included in the certificate of convenience and necessity issued by the Utah Public Service Commission as may be reasonable and necessary to deliver electrical energy to any part of the City of St. George and to those power generating and water treatment facilities located outside of the City of St. George but comprising a part of or reasonably related to the development, operation and activities of the reservoir and power generating facility commonly known as the Warner Valley project. Prior to the construction of the facilities contemplated in this paragraph the City shall consult and confer with Dixie-Escalante R.E.A. in order to promote mutual cooperation between the parties.
5. The City of St. George shall pay to Dixie-Escalante R.E.A. the sum of Sixty-Five Thousand Dollars (\$65,000) as consideration for the system and facilities referred to in Paragraph 2, above.

In witness whereof, the parties have hereunto set their hands as of February / , 1981.

CITY OF ST. GEORGE

BY James G. Larkin  
James G. Larkin, Mayor

DIXIE-ESCALANTE R.E.A.

BY Richard B. Shurtliff  
Richard B. Shurtliff, Chairman

## AGREEMENT

For and in consideration of the mutual covenants herein contained, and other good and valuable consideration, Dixie-Escalante Rural Electric Association, a Utah corporation, and the City of St. George, a municipal corporation of the State of Utah, do hereby agree as follows:

1. The City of St. George gives Dixie-Escalante R.E.A. a non-exclusive franchise to provide energy in certain areas of the City for a period of twenty years, as referred to in City Ordinance No. 1908-12.
2. Dixie-Escalante REA transfers and delivers title to the City of all its existing utility poles, wires and other electrical transmission equipment and distribution system and facilities now located north of the Virgin River and north of the Bloomington North property line and within the City of St. George, with the exception of the 69KV transmission line and all system transformers.
3. Dixie-Escalante R.E.A. will dismiss with prejudice those lawsuits filed in the Fifth Judicial District Court, Washington County, Utah, and designated as civil suits 5571 and 5876.
4. Dixie-Escalante REA will not oppose or object to the construction, maintenance and operation of such electrical transmission and distribution facilities upon and across those territories included in the certificate of convenience and necessity issued by the Utah Public Service Commission as may be reasonable and necessary to deliver electrical energy to any part of the City of St. George and to those power generating and water treatment facilities located outside of the City of St. George, but compromising a part of or reasonably related to the development, operation and activities of the reservoir and power generating facility commonly known as the Warner Valley project. Prior to the construction of the facilities contemplated in this paragraph, the City shall consult and confer with Dixie-Escalante REA in order to promote mutual cooperation between the parties.
5. The City of St. George shall pay to Dixie-Escalante R.E.A. the sum of Sixty-Five Thousand Dollars (\$65,000) as consideration for the system and facilities referred to in Paragraph 2, above.

In witness whereof, the parties have hereunto set their hands as of February 1, 1981.

CITY OF ST. GEORGE

DIXIE-ESCALANTE R.E.A.

By James G. Larkin  
James G. Larkin, Mayor

By Richard B. Shurtliff  
Richard B. Shurtliff, Chairman