



Washington City Council
Regular Meeting Agenda
September 24, 2025

PUBLIC NOTICE is hereby given that the Washington City Council will hold a Public Electronic Regular Meeting on **Wednesday, September 24, 2025 at 4:00 P.M.** hosted at Washington City Hall located at 111 North 100 East, Washington, Utah. The meeting will be broadcast via Youtube Live linked online at <https://washingtoncity.org/meetings>

Invocation
Pledge of Allegiance

1. APPROVAL OF AGENDA

2. ANNOUNCEMENTS

- a. Proclamation - Domestic Violence Awareness

3. DECLARATION OF ABSTENTIONS & CONFLICTS

4. CONSENT AGENDA

a. APPROVAL OF MINUTES

- i. Consideration to approve the minutes from the City Council Meeting of 09/10/25

5. PUBLIC HEARING

Public comments will be accepted at: washingtoncity.org/meetings, until 5:00 pm the day before the meeting. After that time only in person comments will be taken.

- a. Public Hearing and consideration to approve a Resolution for the Joint Agency Regional Water Conservation Plan. Assistant Public Works Director Lester Dalton

6. RESOLUTION

- a. Consideration to approve Resolution for a Communication Site Ground Lease Agreement. Public Works Director Blake Fonnebeck
- b. Consideration to approve a Resolution amending the Washington City Cemetery Fees. Assistant Leisure Services Director Paul Walker

7. ORDINANCES

- a. Consideration to approve an Ordinance for Zone Change Z-25-18 to update the PCD zoning located at Telegraph Street and Country Way. Applicant: American Land Consulting

8. APPOINTMENT

- a. Consideration to confirm the appointment of a member to the Planning Commission. Mayor Kress Staheli

9. REPORT OF OFFICERS FROM ASSIGNED COMMITTEE

10. CITY MANAGER REPORT

11. CLOSED SESSION

- a. Purchase, exchange, or lease of property;
- b. Pending or potential litigation;
- c. Character or professional competence of an individual.

12. ADJOURNMENT

POSTED this 18th day of September 2025
Tara Pentz, City Recorder

In accordance with the Americans with Disabilities Act, Washington City will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by calling the City Recorder at 656-6308 at least 24 hours in advance of the meeting to be held.

PROCLAMATION

WHEREAS, it is a basic human right to live a life free from violence and abuse; and

WHEREAS, domestic violence is a serious problem that occurs in all cultures and communities and does not discriminate by age, gender, social class, race, ethnicity, religious affiliation or sexual orientation; and

WHEREAS, one in three women and one in seven men in Utah will experience intimate partner violence in their lifetime; and that 60-75% of families with intimate partner violence have children who are also impacted by the violence; and

WHEREAS, seniors are also victims of domestic and sexual violence and are part of the most under-reported group, and

WHEREAS, domestic violence-related homicides account for over 40% of homicides in Utah; and 80 Utah children will witness the murder or attempted murder of their mother every year; and

WHEREAS, awareness and intentional collaboration are required to find solutions to abuse and intimate partner violence; and

WHEREAS, it is the role of local government to provide for the health, safety, and welfare of its citizens; and

NOW THEREFORE I Kress Staheli, Mayor of the City of Washington, Utah, in partnership with DOVE Center, do hereby proclaim October as:

DOMESTIC VIOLENCE AWARENESS MONTH

In the City of Washington, we urge all residents to use October as Domestic Violence Awareness Month to learn how they can break the silence and end domestic violence in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Utah this 24th day of September 2025.

Kress Staheli, Mayor

Water Conservation Plan Briefing Document

Description: State water rules require us to adopt an updated water conservation plan every 5 years with our proposed conservation goals.

Presenter: Lester Dalton

Submitted By: Lester Dalton

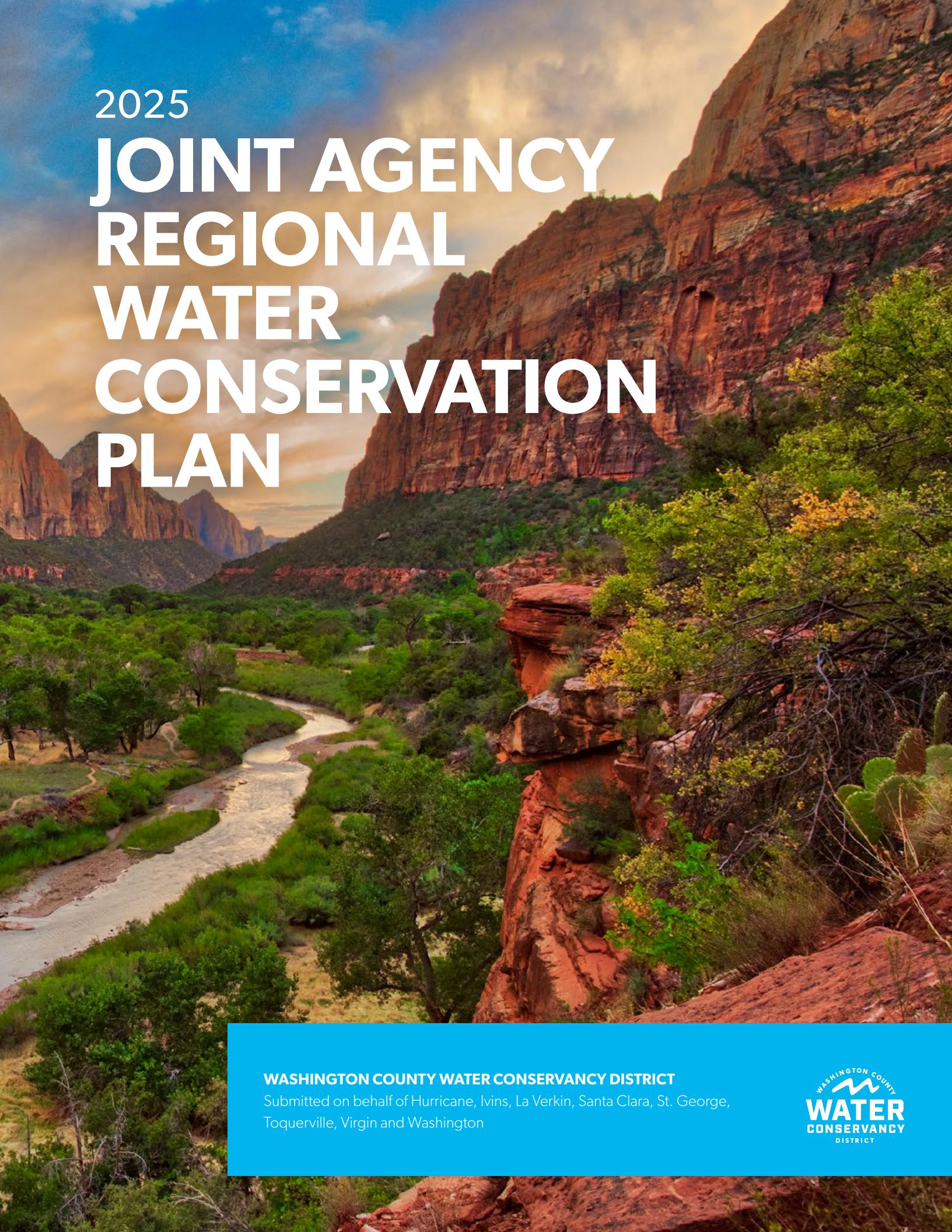
Recommendation: Approval

Background Information: Staff is requesting approval of the 2025 Joint Agency Water Conservation Plan. The plan includes conservation goals and describes current as well as future planned conservation practices.

The intent of this document is to establish future conservation goals. We have been working with the Washington County Water Conservancy District and our other regional partners during the creation of this Plan.

This Plan will be the first “Regional” Plan in the State. Historically all water providers have had to create their own Plan every 5 years to satisfy the requirements. Moving forward, the State has agreed to allow members of the Regional Water Supply Agreement to use the same Plan for our ongoing uniform conservation efforts.

Our current Plan would have needed to be redone by the end of 2026, this Plan will remain in place for the upcoming 5 year period.



2025

JOINT AGENCY REGIONAL WATER CONSERVATION PLAN

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT

Submitted on behalf of Hurricane, Ivins, La Verkin, Santa Clara, St. George, Toquerville, Virgin and Washington



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EXECUTIVE SUMMARY

Washington is Utah's most arid county. The region's population is expanding rapidly, and the capacity of the Virgin River watershed to support the growing population and economy is limited without aggressive conservation measures.

Through the Regional Water Supply Agreement (RWSA), the Washington County Water Conservancy District (district) supplies eight municipalities. The district also operates two retail water systems. This plan applies to all systems within the RWSA as well as to water systems owned and operated by the district.

To meet expanding water needs, the district is developing a regional water reuse system and has implemented robust conservation initiatives. To a lesser extent, the district will develop additional sustainable supplies through groundwater optimization, voluntary conversion of agricultural water resources and expanded infrastructure to capture and store water in periods of abundance.

The district is relying upon four major strategies to reduce per-capita water demand:

- » Regulatory requirements
- » Retrofit and incentive programs
- » Conservation water rate structures
- » Education programs

Regulatory Requirements

While each strategy contributes, the most impactful measures are those that ensure all new development is highly efficient. Through a collective effort, the district and its RWSA partners implemented the state's most stringent uniform water efficiency standards for new development. These standards ensure new homes and businesses are designed and equipped to meet the highest efficiency standards in the State of Utah. At the time this report was prepared, Washington is the only conservancy district to achieve full adoption of conservation policies by all municipalities served by the district. These standards have been designed to reduce demand per connection by approximately one-third.

Each community covered by this plan also has a suite of water use regulations. A summary of all regulatory measures can be found in Figure 8.



Retrofit and Incentive Programs

Prior to 2022, the dominant landscape style in the region was irrigated, cool-season lawns. This landscape treatment uses four times as much water as drip irrigated, water wise landscaping. To reduce existing demand, the district collaborates with the State of Utah to provide incentives to transform lawn areas into water efficient landscaping, saving an estimated 43 gallons per square foot per year.

Despite serving just 7 percent of Utah's population, the district's landscape conversion replacement program consistently produces about one-third of Utah's landscape conversions. More than two million square feet of landscaping was retrofitted during 2023 and 2024.

In 2025, the district implemented a program for Ultra-Water-Efficient (UWE) standards. A home built to UWE standards is estimated to use 30 percent less water than homes built to the current water efficiency codes. This is largely achieved by limiting the irrigated area per dwelling and only allowing swimming pools and lawn in common areas.

Conservation Rates

All municipal partners use increasing block tiered rate structures. In addition, all RWSA partners and district service areas implemented a Regional Excess Water Use Surcharge that strengthens pricing signals to customers using excessive amounts of water. These surcharges are in addition to municipal rates and create incentive to reduce demand through both behavioral and structural changes. Two separate surcharge structures are in use; one designed for the lower demands of new homes and businesses, and another for mature, existing homes.

Education

More than 90 percent of the water services subject to this plan are equipped with Automated Metering Infrastructure (AMI) to improve customers' access to water use data, improve their understanding of their demand and swiftly identify customer-side leaks. The remaining services are anticipated to be AMI-equipped during the term of this plan.

In 2023, the district and its municipal partners engaged in the largest unified effort to implement "billing transparency" programs in conjunction with the Utah Division of Water Resources. In conjunction with water billing data, the program provides new avenues for municipalities to efficiently communicate water use messages and data to their customers using modern methods, including text messaging, email and automated telephone calls.

The district and its partners use a variety of mediums to engage the public, including outreach events, classes, printed materials, websites and social media.

The Red Hills Desert Garden is a five-acre garden that provides inspiration and education on the benefits of water efficient landscapes. The garden is the highest-rated and most-visited garden in the State of Utah, hosting more than 150,000 visitors each year.

INTRODUCTION

The Washington County Water Conservancy District (district) is a not-for-profit public agency that manages Washington County's water needs. Through the Regional Water Supply Agreement, the district manages a regional collaborative with the following entities:

» Casa de Oro Water System	» Ivins City	» Toquerville City
» Hurricane City	» La Verkin City	» Town of Virgin
» Hurricane Valley Water System	» Santa Clara City	» Washington City
	» St. George City	

The St. George metropolitan area is on the northern cusp of the Mojave Desert. With 8.25 inches of average annual precipitation, it is Utah's most arid metropolitan area. The region is wholly reliant upon the Virgin River Basin, which is highly susceptible to drought and climate change influences.

The St. George Metropolitan Statistical Area is one of the fastest-growing urban regions in the United States. According to the Kem C. Gardner (KCG) Policy Institute at the University of Utah, Washington County's population is projected to grow from 214,000 in 2025 to more than 246,000 in 2030. Furthermore, KCG projects that household sizes will trend downward, which could result in demand for more dwelling units per capita, underscoring the need to ensure new development is highly efficient.

Whereas alignment and collaboration are critical to water resource management in the region, the district and its municipal partners have jointly adopted and submitted this conservation plan.

Through collective adoption of a unified plan, the partners ensure consistent messaging and programming. With the consent of the Utah Division of Water Resources, this plan was submitted on behalf of the eight municipalities subscribed to the Regional Water Supply Agreement in lieu of having each municipality create and submit their own plan. A letter documenting the commitment of the district's municipal partners to implement this plan is provided in Appendix A.

"Washington County, Utah's driest and fastest growing region, is leading the state's water conservation initiatives. Securing a safe, reliable water supply to sustain our expanding economy and growing population is a state priority."

Joel Ferry, Executive Director, Utah Department of Natural Resources



The district has a long history of water conservation programming. It is the first in Utah to implement a water conservation plan, meet the former governor's statewide water conservation goal, eliminate traditional "take or pay" municipal water contracts¹ and create a desert demonstration garden.

As the regional wholesale water provider in Washington County, the district manages water resources, builds and operates regional facilities, ensures water meets or exceeds state and federal standards, and coordinates the regional water conservation program.

Despite its breadth of responsibilities, the district does not have authority to regulate water use by end users; set retail water rates; establish and enforce policies, codes or ordinances or manage growth. These responsibilities lie with towns and cities. Where conservation programs overlap these municipal responsibilities, the district works closely among the coalition of agencies to design and adopt effective strategies.

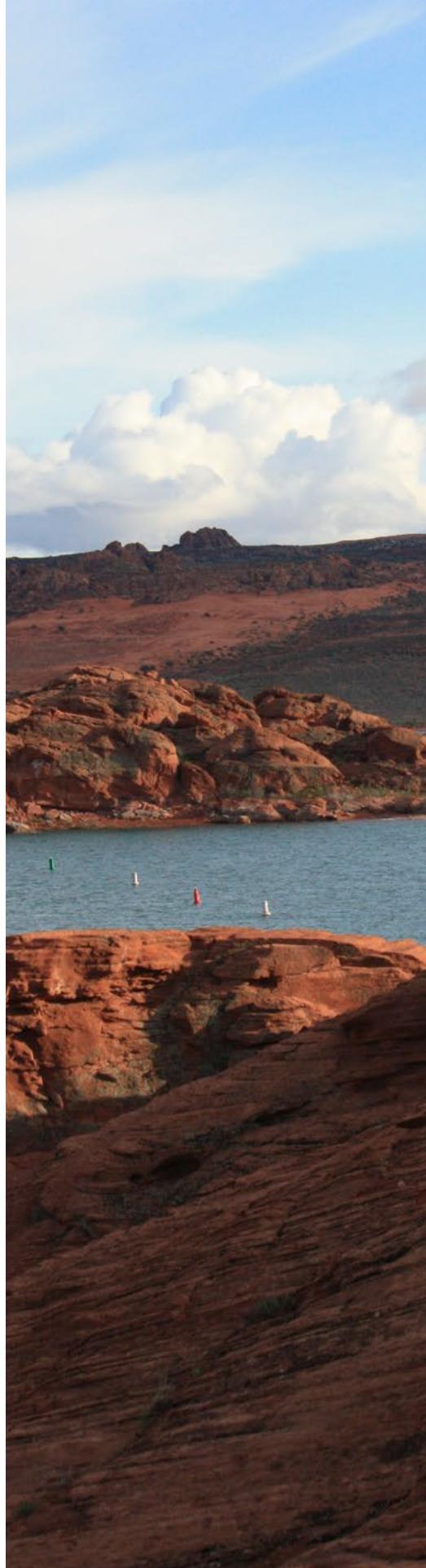
State Requirements

Utah State statute 73-10-32 requires water providers, including water conservancy districts, to submit a water conservation plan to the Utah Division of Water Resources (DWRe) every five years. Upon request to DWRe, the district has been authorized to submit a unified plan on behalf of all municipalities that subscribe to the Regional Water Supply Agreement.

By code, this plan must meet these provisions:

- » a clearly stated overall water use reduction goal and an implementation plan for each of the water conservation measures it chooses to use, including a timeline for action and an evaluation process to measure progress;
- » a requirement that each water conservancy district and retail water provider devote part of at least one regular meeting every five years of its governing body to a discussion and formal adoption of the water conservation plan, and allow public comment on it;
- » a requirement that a notification procedure be implemented that includes the delivery of the water conservation plan to the media and to the governing body of each municipality and county served by the water conservancy district or retail water provider; and
- » a copy of the minutes of the meeting and the notification procedure shall be added as an appendix to the plan.

The district has complied with all statutory requirements in preparing, presenting and distributing this plan. See appendices B and C for documentation.



¹Traditional "take or pay" contracts require municipalities to pay for contracted water even if there is no demand for it. Charging municipalities only for water delivered promotes conservation.

20-Year Water Supply Plan

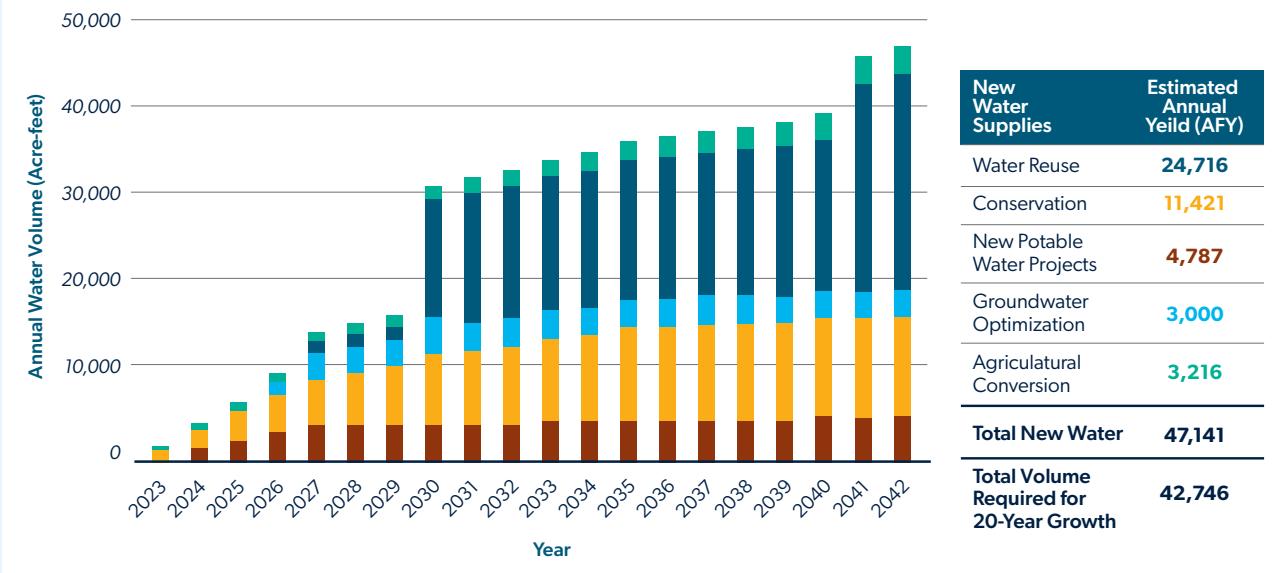


Figure 2

Demand Characteristics

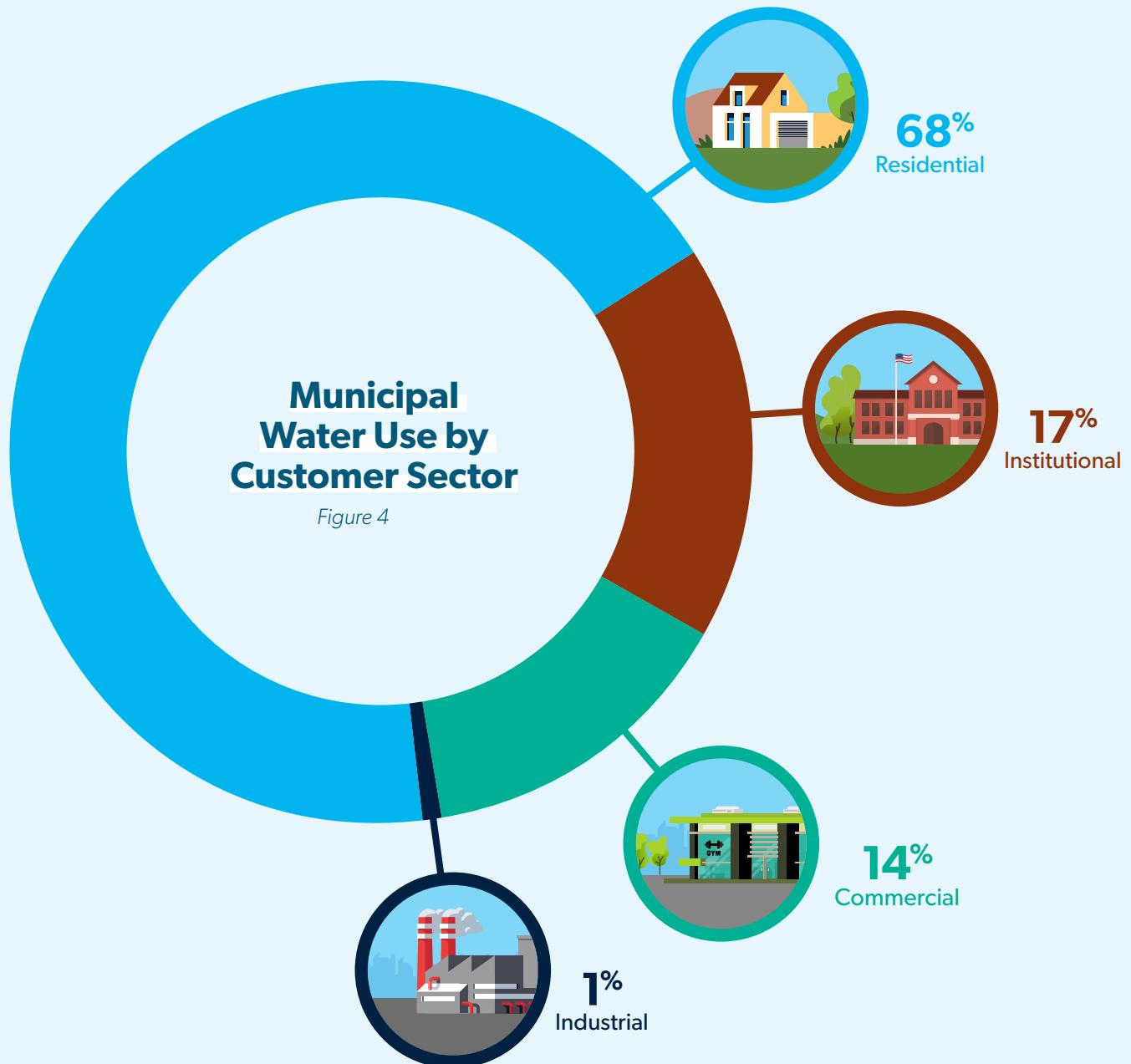
Washington County's climate and relatively limited watershed amplify the weather's influence on both supply and demand. For example, precipitation is most abundant when evapotranspiration is lowest, which allows irrigation to largely be suspended from December through February. However, weather patterns are characterized by dry spells that may span from April into July, when evapotranspiration rates are highest.

These climatic patterns mean the region is highly dependent upon snowpack within the Virgin River Basin, which allows the region to fill reservoirs with winter and spring runoff, then rely upon the stored water to meet urban and agricultural needs through peak season.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOT
Precip	1.07	1.02	0.93	0.53	0.39	0.19	0.67	0.76	0.6	0.68	0.64	0.77	8.25
ETo	1.6	2.2	3.92	5.23	7.06	8.47	8.69	7.72	5.83	3.82	2.13	1.37	58.04
Deficit	-0.53	-1.18	-2.99	-4.7	-6.67	-8.28	-8.02	-6.96	-5.23	-3.14	-1.49	-0.6	-49.8

Figure 3

Although demand may vary each year, about 70% of the total urban water supply is consumptively used. Among consumptive uses, landscape irrigation dominates. Lesser consumptive demands include system losses, evaporative cooling and evaporation from water bodies, such as fountains and pools.



WATER CONSERVATION GOAL AND PROGRAMS

Conservation Goal

The district's 20-year plan projects conservation will reduce water demand of properties connected to the system prior to 2023 by 11,400 acre-feet between 2022 and 2042. This represents a reduction of 18 percent from pre-2022 demand.

During the five-year period covered by this plan (2025-2029), the district aims to achieve approximately 5,200 acre-feet of water use reductions on pre-2023 properties; a reduction of 7.7 percent.

Figure 5 illustrates projected progress timeline for achieving the conservation goals.

Projected Conservation



Figure 5

REGULATION

Modifying community water demand requires social and behavioral change along with alterations to the built environment. While existing developed property may become subject to more stringent water use expectations through water use policy, it is also vital to ensure that newly developed properties are designed and equipped for long-term water efficiency.

Development Standards

The Washington County Water Conservancy District is the only Utah district to achieve unity among its participating municipalities in the adoption of uniform water efficiency standards. These standards, which were originally adopted in 2022 and strengthened in 2023, include the following measures:

- » WaterSense plumbing fixtures
- » Residential hot water recirculation
- » Prohibition on non-functional lawn in all non-residential development
- » Limitation on residential lawn area
- » Irrigation system design minimum requirements
- » WaterSense irrigation controller
- » Mulch on planting beds
- » Ornamental water feature limitations
- » Car wash efficiency standards
- » Golf course water efficiency plans
- » Prohibition on master metering separate parcels
- » Separate meter required on non-residential landscape over 5,000 square feet

In addition to the uniform regional standards, some communities have implemented additional conservation measures. These measures are included in Figure 8.

Water Use Regulations

A comprehensive table of regulatory measures is in Figure 8. All customer types are subject to the following policies in all RWSA municipalities:

- » Prohibition on the waste of water—All jurisdictions have ordinances or water service policies that prohibit the waste of water.
- » Requirement to connect to water and sewer systems—This measure provides greater opportunity to manage regional water demand and ensures greater production for the regional water reuse system.
- » Mist system regulations—Mist systems are only allowed to be operated in certain seasons and conditions.
- » Requirement to repair leaks—All jurisdictions have policies allowing penalties or termination of water service for failure to address significant, known leaks.

WATER PRICING

Because the district's municipal partners are not-for-profit public utilities, they collect revenue only to meet the expense of operations and infrastructure. The municipalities' costs vary based upon their infrastructure, labor costs, debt service expenses and other factors. Furthermore, each municipality is governed by its own board of elected officials, which has the responsibility for adopting rate structures that produce the necessary revenue, provide affordable water for low and moderate users, and send pricing signals to heavy water users to encourage conservation.

All municipal partners use an increasing block tiered rate structure to achieve these objectives, but the tiers and rates may vary by city. See Appendix F to view the 2025 water rate structure of the district's municipal partners.

Effective January 1, 2019, the district and its municipal partners implemented a uniform excess use surcharge for all accounts that established a surcharge threshold for each meter size. For the most common meter, $\frac{3}{4}$ inch, any water use in excess of 36,000 gallons is charged an additional \$1.00 per thousand gallons (Kgal). Revenue collected from this surcharge is used for regional conservation programs. Because the threshold applies in all months, surcharges are predominantly assessed during peak summer irrigation demand. An example of how the surcharge may affect a heavy water user is illustrated in Figure 6.



Excess Water Use Surcharge

3/4" meter connected prior to Jan 1, 2023



Figure 6

In 2022, RWSA members implemented stringent development standards for new construction. The new homes were projected to use an average of 33 percent less water than existing housing inventory. To ensure new homes meet that potential, the district imposed a unique surcharge structure for facilities connecting to the water system on or after January 1, 2023. These properties are subject to a seasonal surcharge threshold, wherein the threshold is raised and lowered in accordance with historic weather patterns. The surcharge for exceeding the threshold in any month is \$10 per 1,000 gallons (kgal), which is among the most impactful conservation pricing signals in the nation. The seasonal surcharge for new development is illustrated in Figure 7.

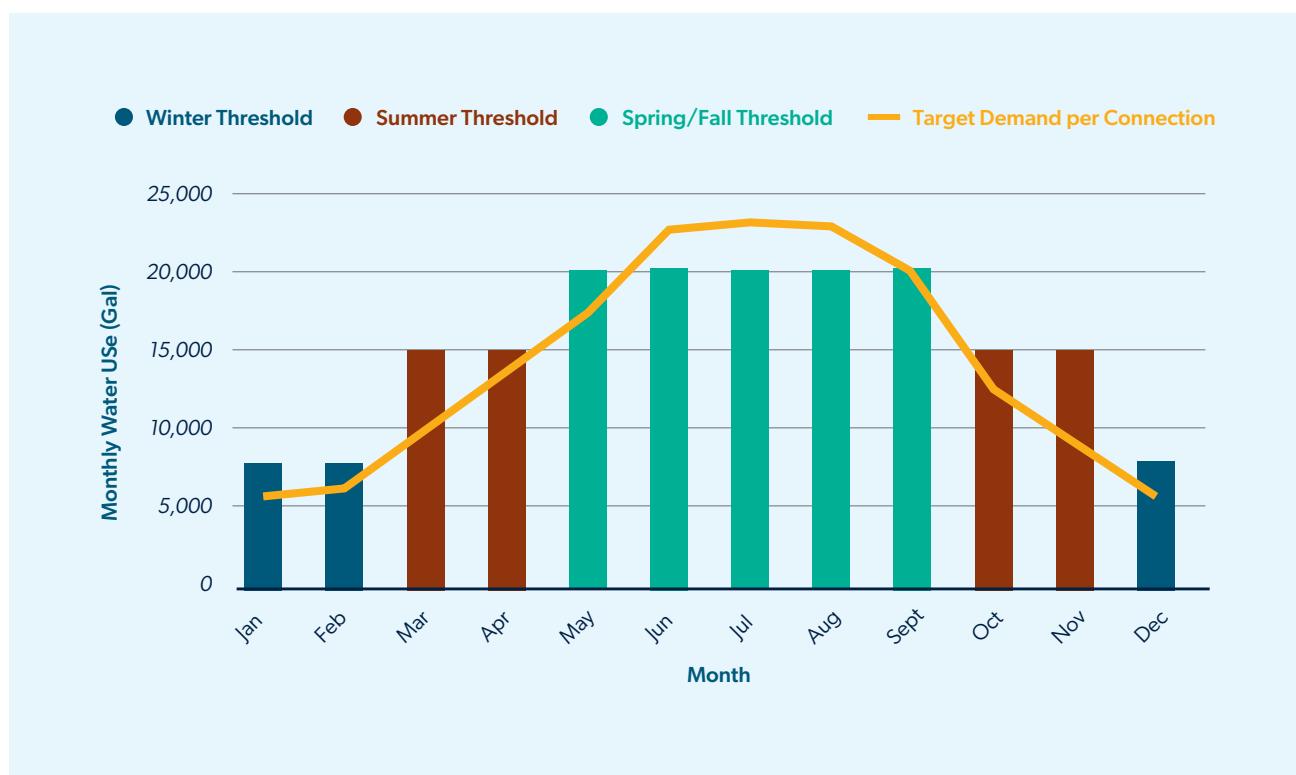


Figure 7

Additional rate increases are anticipated to occur during the five-year plan period, largely as a result of implementing expanded resource and infrastructure initiatives. While it is not possible to predict how future costs will be reflected in rates, municipalities will be encouraged to sustain and strengthen conservation rate structures.

INCENTIVE PROGRAMS

Through uniform, regional adoption of water efficiency standards for new development, the region has effectively limited the number of properties eligible for retrofit incentives. This ensures resources can be focused upon properties constructed prior to 2023.

The following programs are available to provide financial assistance to property owners throughout the region.



Water Efficient Landscapes Program

This program pays applicants \$2.00 per square foot for converting irrigated lawns to water efficient landscape. The Utah Department of Natural Resources estimates these conversions save 43 gallons per square foot per year.

Despite comprising just seven percent of Utah's population, Washington County is the state leader accounting for more than one-third of conversions statewide.

As of the close of 2024, the program has incentivized conversion of more than two million square feet of landscape. These conversions are estimated to save almost 100 million gallons annually.



Smart Irrigation Controller Rebates

Weather-based irrigation controllers, commonly called "smart controllers," are rebated through a program funded by the state. Information about the program can be found at SlowTheFlow.org. The district promotes the program and conducts administrative support to ensure applicants qualify for the program. Smart controllers have tremendous potential in the region because they are able to make automatic program changes based upon real-time weather and suspend irrigation during rainfall events.

More than 20 percent of Washington County's dwelling units are so-called "secondary residences," where the owners only occupy the home seasonally. Smart irrigation controllers have great potential to improve irrigation efficiency for properties with absentee owners.



High Efficiency Toilet Rebates

Homes with 1.6 gallon per flush (gpf) toilets are eligible for replacement rebates to install 1.28 gpf WaterSense certified fixtures through a program funded by the state. Information about the program can be found at SlowTheFlow.org. The district promotes the program and provides administrative support to ensure applicants are qualified. By replacing older toilets with modern, water efficient fixtures, a home may conserve more than 12,000 gallons annually.



Public Agency Water Efficiency Rebate

In 2024, the district created a program to reinvest excess use surcharge revenue into the communities that implemented surcharges. Any publicly funded agency may submit water conservation proposals to the district for consideration. The program pays \$50 per 1,000 gallons of reduction in annual water use (\$16,300 per acre-foot), not to exceed 50 percent of the project costs. Subsidized projects must have a lifespan of not less than 10 years.



Ultra-Water-Efficient (UWE) Development

In concert with the Southern Utah Homebuilders Association, the district developed a voluntary standard for ultra-water efficient development. Homes built to the UWE standards are anticipated to require just 0.39 acre-feet of water resources annually. Because the lower water demand will result in reduced impact fees, the district anticipates substantial program growth in 2026.



EDUCATION PROGRAMS

Education programs are primarily delivered at a regional level through the district's conservation department. Citizens from throughout the region receive messaging and are eligible for educational services.

Red Hills Desert Garden

Located adjacent to the district's offices, Red Hills Desert Garden uses passive and active educational programming to advance water efficient landscape and irrigation practices. The five-acre garden typically hosts more than 150,000 visitors annually, making it the most-visited educational garden in the State of Utah, and the highest-rated attraction in the St. George metropolitan area. The garden is open 365 days per year.

The garden also hosts interpretive tours for school classes and other organized groups. The garden hosts many special and seasonal events to increase engagement.

Trainings and Seminars

The district hosts more than 40 free classes annually on topics such as succulents, landscape conversion, tree selection and care, and other topics relevant to water efficient landscaping.

General Community Outreach

The district and the municipalities conduct ongoing community engagement through messaging. Initiatives include social media posts, e-newsletters, water bill inserts, and community events.

These programs incorporate all the best management practices suggested by the Utah Division of Water Resources.²

² <https://conservewater.utah.gov/wp-content/uploads/2021/04/Best-Management-Practices.pdf>



Program Evaluation Process

A systematic evaluation process is critical to assessing the effectiveness of the program's conservation strategies and progress toward the regional goal. The district and its municipal partners (the program partners) will use their existing contractual relationship under the Regional Water Supply Agreement to facilitate the evaluation process, which includes regular meetings of a technical advisory committee comprised of water officials from each partner municipality.

Some of the conservation measures lend themselves to quantitative analysis and some are more subjective. For conservation measures with well-defined independent variables, the program partners will conduct an evaluation at least once during the term of this plan. For example, after new homes have been afforded adequate time to have established landscape, the partners will evaluate the water use characteristics of new homes and compare them to older homes of similar scale. The partners will also conduct pre-post evaluation of landscape conversion programs, or the change in landscape water use at properties that have adopted smart controllers.

The program partners will conduct the following evaluations within the planning period:

- » Demand characteristics of pre-2023 connections
- » Demand characteristics of post-2023 connections
- » Demand reduction of Water Efficient Landscape Program participants
- » Demand characteristics of smart controller adopters

Not all conservation efforts can be evaluated with empirical evidence. For example, it is difficult to measure how many gallons of water are saved because someone visited a garden. Just the same, these engagements are known to influence community members to embrace conservation efforts.

Looking more holistically, the district and the program partners will review the overall impact of the collective conservation program on the community-wide changes in water use on an annual basis.



Conservation Measures

	HURRICANE	IVINS	LA VERKIN	SANTA CLARA	ST. GEORGE	TOQUerville	VIRGIN	WASHINGTON
REGULATORY MEASURES - DEVELOPMENT								
WaterSense Plumbing Fixtures Required	✓	✓	✓	✓	✓	✓	✓	✓
Residential Hot Water Recirculation	✓	✓	✓	✓	✓	✓	✓	✓
Limitation on Residential Lawn Area	✓	✓	✓	✓	✓	✓	✓	✓
Prohibition on non-residential, non-functional lawn areas	✓	✓	✓	✓	✓	✓	✓	✓
Irrigation system design minimum requirements	✓	✓	✓	✓	✓	✓	✓	✓
WaterSense Irrigation Controller Required	✓	✓	✓	✓	✓	✓	✓	✓
Mulch required on planting beds	✓	✓	✓	✓	✓	✓	✓	✓
Ornamental Water Feature Limitations	✓	✓	✓	✓	✓	✓	✓	✓
Car Wash Efficiency Standards	✓	✓	✓	✓	✓	✓	✓	✓
Golf Course water efficiency plans	✓	✓	✓	✓	✓	✓	✓	✓
Municipal water prohibited for irrigation of new golf courses	✓				✓		✓	
Prohibition on master metering separate parcels	✓	✓	✓	✓	✓	✓	✓	✓
Separate meter required on large landscape	✓	✓	✓	✓	✓	✓	✓	✓
Swimming pool size limitations		✓						
REGULATORY MEASURES - WATER USE								
Water waste prohibition	✓	✓	✓	✓	✓	✓	✓	✓
Mist system regulations	✓	✓	✓	✓	✓	✓	✓	✓
Prohibition on HOA requiring lawn grass (2)	✓	✓	✓	✓	✓	✓	✓	✓
Requirement to connect to municipal water & Sewer	✓	✓	✓	✓	✓	✓	✓	✓
Requirement to repair leaks	✓	✓	✓	✓	✓	✓	✓	✓
PRICE SIGNALS								
Increasing block tiered water rates	✓	✓	✓	✓	✓	✓	✓	✓
Excess Use Surcharges	✓	✓	✓	✓	✓	✓	✓	✓
INCENTIVE PROGRAMS								
Lawn Replacement Payments	✓	✓	✓	✓	✓	✓	✓	✓
Toilet Retrofit Rebate	✓	✓	✓	✓	✓	✓	✓	✓
Smart Irrigation Controller	✓	✓	✓	✓	✓	✓	✓	✓
Public Agency Water Efficiency Rebate	✓	✓	✓	✓	✓	✓	✓	✓
EDUCATION PROGRAMS								
Transparent Water Billing Program	✓	✓	✓	✓	✓	✓		✓
AMI - Automated Metering Infrastructure	✓	PENDING	✓	✓	✓	✓		✓
Access to Community Demonstration Gardens	✓	✓	✓	✓	✓	✓	✓	✓
Seasonal Watering Schedules	✓	✓	✓	✓	✓	✓	✓	✓
RELATED EFFORTS								
Non-Revenue Water Management Programs	✓	✓	✓	✓	✓	✓	✓	✓

Figure 8

Appendix A:

Municipal Commitment to Implement the Joint Agency Water Conservation Plan

June 5, 2025

Utah Division of Water Resources
1594 W North Temple #310
Salt Lake City, UT 84116

Subject: Statement of support and commitment to implement the Washington County Water Conservancy District's Joint Agency Regional Water Conservation Plan

Director Hasenyager,

We formally express our collective commitment to the adoption and implementation of the Washington County Water Conservancy District's Joint Agency Regional Water Conservation Plan and acknowledge the updated five-year compliance date.

As elected officials representing rapidly growing communities in the most arid region of the state, we recognize the urgent need to safeguard and efficiently manage our water resources. Having a joint agency plan offers several key benefits, including:

1. Improved public understanding with clear and consistent messaging
2. Simplified report development, data collection, analysis, tracking and enforcement
3. Enhanced equity for all municipal customers of the district

We appreciate the Division of Water Resources and share your commitment to be wise stewards of Utah's water supply.

Sincerely,



Michele Randall
St George City Mayor



Chris Hart
Ivins City Mayor



Kress Staheli
Washington City Mayor



Nanette Billings
Hurricane City Mayor



Rick Rosenberg
Santa Clara City Mayor



Kelly Wilson
La Verkin City Mayor



Justin Sip
Toquerville City Mayor



Jean Krause
Virgin City Mayor

Appendix B:

Notification Procedure

- » Letter transmitting Conservation Plan to media representatives
- » Letter transmitting Conservation Plan to governing bodies of each municipality and county served
- » Copies of notices of public meetings

Washington County Water Conservancy District

Hurricane City

Ivins City

La Verkin City

Santa Clara City

St. George City

Toquerville City

Washington City

Virgin Town

Appendix C:

Minutes of the Washington County Water Conservancy District Board of Trustees Meeting in which the 2025 Water Conservation Plan Was Adopted

Washington County Water Conservancy District

» [Resolution Adopting Regional Conservation Plan Minutes](#)

Hurricane City

» [Resolution Adopting Regional Conservation Plan Minutes](#)

Ivins City

» [Resolution Adopting Regional Conservation Plan Minutes](#)

La Verkin City

» [Resolution Adopting Regional Conservation Plan Minutes](#)

Santa Clara City

» [Resolution Adopting Regional Conservation Plan Minutes](#)

St. George City

» [Resolution Adopting Regional Conservation Plan Minutes](#)

Toquerville City

» [Resolution Adopting Regional Conservation Plan Minutes](#)

Washington City

» [Resolution Adopting Regional Conservation Plan Minutes](#)

Virgin Town

» [Resolution Adopting Regional Conservation Plan Minutes](#)

Sample Resolution Adopting Joint Agency Regional Conservation Plan

Whereas Utah's Water Conservation Act (Utah Code 73-10-32) requires [Municipality] to adopt and file a water conservation plan with the Utah Division of Water Resources (Division); and

Whereas [Municipality] is a participant in the Regional Water Supply Agreement and collaborates with the Washington County Water Conservancy District and other partner municipalities (the program partners) to ensure that adequate supplies of water are available for future needs; and

Whereas [Municipality] and the program partners have developed a Joint Agency Water Conservation Plan (the Regional Conservation Plan) to meet the requirements of the Water Conservation Act; and

Whereas, the Regional Conservation Plan contains a regional conservation goal, a timeline for action, and an evaluation process for assessing progress toward the conservation goal;

NOW THEREFORE, be it resolved that:

[Municipality] hereby adopts the Joint Agency Regional Water Conservation Plan.

Dated this _____ day of _____, 2025.

By:

Mayor

Appendix D:

Potable and Secondary Water Uses by Agency

Potable Water												
2024	Population served	Total ERC	City Production	Wholesale Purchases	Total All Sources	Total Retail Sales	Wholesale Sales	Net Potable Sources	Non-Revenue Water	Source Water AF per ERC	Peak Day Demand	
Hurricane City	26,105	12466.52	5,515.78	1987.16	7,503	5799.16	245.62	7257.38	19.43%	0.58	22.64	
Ivins City	9,910	5467.00	0	2370.00	2370	2037.00	7.84	2362.16	13.71%	0.43	12.43	
La Verkin	4,805	2199.00	611	177.88	788.88	659.90	0.00	788.88	16.35%	0.36	3.62	
Saint George City	112,800	42904.54	13,748.42	19937.51	33685.94	26666.92	3332.89	30353.05	10.94%	0.71	148.6	
Santa Clara City	9,265	4034.08	1,732.64	637.86	2,370.50	1755.39	51.49	2319.01	23.78%	0.57	10.84	
Toquerville City	2,633	910.53	277.27	15.18	292.45	253.17	9.15	283.30	10.30%	0.31	1.5	
Virgin Town	734	537.44	0	276.46	276.46	239.05	0.00	276.46	13.53%	0.51	1.15	
Washington City	45865	19998.51	3,792.59	5,725.26	9,517.85	8835.62	0.00	9517.85	7.17%	0.48	44.65	
Total	212,117	88,518	25,678	31,127	56,805	46,246	3,647	53,158	N/A	0.495	NA	

Secondary Water						
2024	Secondary Water City	Secondary Water Purchases	Secondary Wholesale Sales	Net Secondary Water	Percent non-Agricultural	M&I Secondary
Hurricane City	-	2,590.63	-	2,590.63	0.86	2227.94
Ivins City	-	-	-	-	-	0.00
La Verkin	1,935.00	-	-	1,935.00	0.79	1528.65
Saint George City	646.77	5,922.93	1,977.04	4,592.66	0.99	4536.63
Santa Clara City	-	293.25	-	293.25	1.00	293.25
Toquerville City		1,922.52		1,922.52	0.40	769.01
Virgin Town	-	-	-	-	-	0.00
Washington City	2,124.34	465.63	-	2,589.97	1.00	2589.97
Total	4,706	11,195	1,977	13,924	NA	11,945.45

Values as reported to the State of Utah for 2024. https://waterrights.utah.gov/asp_apps/generalWaterUse/WaterUseList.asp

Appendix E:

Reliable Yield of Potable and Secondary Water Sources by Agency

Reliable Annual Yields from District Potable Water Supplies

District Potable Supply	Source Yield Scenario		
	Baseline Reliable Yield (AF)	50th Percentile Yield (AF)	10th Percentile Yield (AF)
Quail Creek/Sand Hollow	27,400	24,920	7,000
Crystal Creek	2,000	1,819	510.9
Sand Hollow Natural Recharge/Recharge and Recovery	7,800	7,256	3,235
Toquerville Springs	1,640	1,590.8	1,180.8
Cottam Well Field	85	82.5	61.2
Total	38,925	35,668.1	11,987.8

Reliable Annual Yields from RWSA Partners' Potable Water Supplies

	Source Yield Scenario		
	Baseline Reliable Annual Yield (AF)	50th Percentile Annual Yield (AF)	10th Percentile Annual Yield (AF)
St. George City Potable Water Supply			
Mountain Springs	1,230.0	1,230.0	885.6
City Creek Wells, Millcreek Wells, Ledges Wells, Tolman Wells	3,716.0	3,716.0	3,344.5
Gunlock Wells	9,811.0	9,811.0	8,830.0
Snow Canyon Wells	1,152.0	1,152.0	1,036.8
West City Springs	564.0	547.1	406.1
Subtotal	16,473.0	16,456.1	14,503.0
Washington City Potable Water Supplies			
Well #2, Well #3, Well #4, Well #5, Well #6, Grapevine Well #1, Grapevine Well #2	2,666.0	2,585.6	1,919.2
Subtotal	2,666.0	2,585.6	1,919.2
Hurricane City Potable Water Supplies			
Stratton Well #1, Stratton Well #2, West Well	2,100.0	2,100.0 ³	1,512.0
Toquerville Springs & Ash Creek Springs	1,420.4	1,378.0	1,023.0
Subtotal	3,520.4	3,478.0	2,535.0
Ivins City Potable Water Supplies			
Snow Canyon Wells (Snow Canyon Compact)	392.6	380.8	282.6
Gunlock Well Agreement with St. George	614	614	552.6
Subtotal	1,006.6	994.8	835.2
Santa Clara City Potable Water Supplies			
Snow Canyon Wells (Snow Canyon Compact)	1,071.5	1,039.3	771.5
Snow Canyon Wells (Well #6 and #7)	1,479.1	1,434.7	1,065.0
Sheep Spring, Miller Spring, Beecham Spring, Gray Springs	95.2	92.3	68.5
Subtotal	2,645.8	2,566.3	1,905.0
La Verkin City Potable Water Source			
Ash Creek Springs & Upper Ash Creek Springs	473.4	459.1	340.8
Toquerville Springs	241.1	233.8	173.6
Subtotal	714.5	692.9	514.4
Toquerville City Potable Water Supplies			
Toquerville Springs	538.8	522.6	387.9
Ash Creek	18.6	18	13.4
Subtotal	557.4	540.6	401.3
TOTAL	27,583.7	27,314.3	22,613.1

Data in appendix E were derived from the district's January 2023 master plan. For details on methodology, please visit: <https://www.wcwcd.gov/wp-content/uploads/2025/07/2023masterplanpublic.pdf>

Reliable Annual Yield of District Secondary Irrigation Supplies

Source Yield Scenario			
District Secondary Irrigation Supply	Baseline Reliable Yield (AF)	50th Percentile Yield (AF)	10th Percentile Yield (AF)
Ence Wells	370.0	359.0	266.0
Toquerville Springs ¹	678.0	632.0	487.0
Total	1,048.0	991.0	753.0

¹Represents the value available for M&I secondary demand, excluding water used for agriculture or potable use.

Reliable Annual Yield of RWSA Partner Secondary Irrigation Supplies

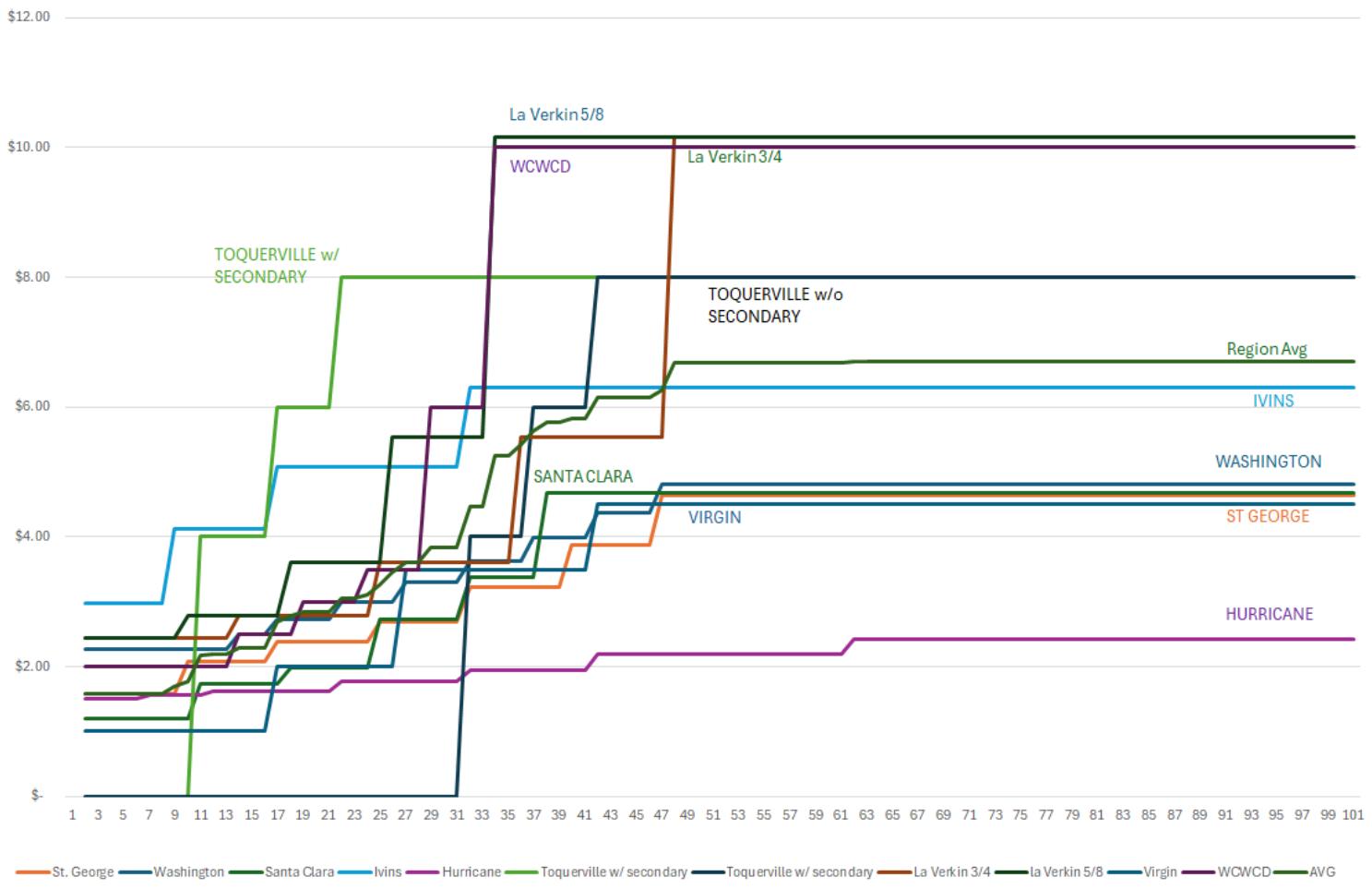
Source Yield Scenario			
Reliable Annual Yield (ac-ft)	50th Percentile Yield (ac-ft)	10th Percentile Yield (ac-ft)	
St. George City Secondary Irrigation Supplies			
Sunbrook Wells, Mathis Well, Moores Well, Sunset Well	2,873.3	2,873.3	2,586.0
West City Springs	550.0	512.7	394.8
East City Springs	480.0	447.5	344.5
SGWRF Reuse Facility ¹	4,400.0	4,400.0	4,400.0
St. George Clara Fields Canal Company	712.0	663.7	511.1
New Santa Clara Water Company	5.0	4.7	3.6
St. George Valley Irrigation Company	1,768.0	1,648.2	1,269.0
Bloomington Water Company	1,247.0	1,162.5	895.1
St. George Washington Fields Canal Company	1,932.0	1,801.1	1,386.7
Millcreek Water Company	670.0	624.6	480.9
Subtotal	14,637.3	14,138.2	12,271.7
Washington City Secondary Irrigation Supplies			
Mill Creek (Tanner Ditch)	306.5	285.8	220.0
Price/Pierce Springs	11.3	10.5	8.1
Prisbrey/Westover/Sprout Spring	206.2	192.2	148.0
Adair Spring, Warm Spring, Unnamed Spring	384.6	358.6	276.1
Green Spring, Calvin Hall Spring	126.5	118.0	90.8
Mascreek, Iron Bush, Cottonwood Spring	4.1	3.9	3.0
Green Stream	2.5	2.3	1.8
Sullivan Well	119.0	115.4	85.7
Well #1 ²	0.0	0.0	0.0
Subtotal	1,160.8	1,086.6	833.5
Hurricane City Secondary Irrigation Supplies			
Virgin River	193.4	180.3	138.8
Hurricane Canal Company	1,561.5	1,455.6	1,120.8
Subtotal	1,754.8	1,635.9	1,259.6
Ivins City Secondary Irrigation Supplies			
St. George Clara Irrigation Company	96.9	90.3	69.6
Ivins Irrigation Company	51.8	48.3	37.2
Santa Clara Irrigation Company	24.8	23.1	17.8
Subtotal	173.5	161.7	124.5
Santa Clara City Secondary Irrigation Supplies			
Rex Jackson Sunbrook Well	95.0	92.2	68.4
Crystal Lakes Sunbrook Well	120.0	116.4	86.4
Ralph Hafen Well	7.6	7.3	5.4
McDermitt Well	150.0	145.5	108.0
J. Ross Hurst Entrada Well	26.2	25.4	18.9
Irrigation Company Shares	53.1	49.5	38.1
Subtotal	451.9	436.3	325.2
La Verkin Secondary Irrigation Supplies			
Virgin River (via Quail Creek Pipeline Diversion)	2,630.2	2,451.9	1,887.9
Subtotal	2,630.2	2,451.9	1,887.9
TOTAL	20,808.6	19,910.8	16,702.5

¹Availability of wastewater reuse water assumed to be unaffected by climate change scenarios.

Appendix F:

Potable Water Rate Structure

Potable Rate Tiers 2025
Not including base fees or WCWCD charges



Monthly Service Fee

Ivins	\$19.67
St. George	\$22.75
Washington	\$23.34
Hurricane	\$36.43
Santa Clara	\$37.25
La Verkin 5/8	\$46.07
Toquerville w/ secondary	\$55.00
Toquerville w/o secondary	\$55.00
Virgin	\$60.00
La Verkin 3/4	\$66.34

RESOLUTION R2025-xx

A RESOLUTION ADOPTING A JOINT AGENCY REGIONAL WATER CONSERVATION PLAN.

WHEREAS, Utah's Water Conservation Act (Utah Code 73-10-32) requires Washington City to adopt and file a water conservation plan with the Utah Division of Water Resources (Division); and

WHEREAS, Washington City is a participant in the Regional Water Supply Agreement and collaborates with the Washington County Water Conservancy District and other partner municipalities (the program partners) to ensure that adequate supplies of water are available for future needs; and

WHEREAS, Washington City and the program partners have developed a Joint Agency Water Conservation Plan (the Regional Conservation Plan) to meet the requirements of the Water Conservation Act; and

WHEREAS, it is recognized that our water supply serves as an essential resource for health and safety of our citizens, local fire protection, agricultural needs, residential and commercial landscaping support; and is a critical link in economic development for our community; and

WHEREAS, the Regional Conservation Plan contains a regional conservation goal, a timeline for action, and an evaluation process for assessing progress toward the conservation goal;

NOW THEREFORE, BE IT RESOLVED by the City Council of Washington City, State of Utah, as follows:

1. Adoption. The City Council hereby adopts the Joint Agency Regional Water Conservation Plan Update dated 2025.
2. This Resolution shall become effective immediately upon passage.

PASSED AND APPROVED, on this 24th day of September, 2025.

Washington City

Attest by:

Kress Staheli, Mayor

Tara Pentz, City Recorder

COUNCIL MEMBERS OF WASHINGTON CITY, UTAH:

Troy Belliston Aye Nay

Kim Casperson Aye Nay

Craig Coats Aye Nay

Bret Henderson Aye Nay

Kurt Ivie Aye Nay

First Amendment To Communications Site - Ground Lease Agreement Briefing Document

Description: Request from InSite Towers, LLC. to amend and extend the Communications Site - Ground Lease Agreement

Presenter: Blake Fonnesbeck

Background: Washington City leases a site for a cell tower and equipment building to InSite Towers, LLC located next to the Irrigation Water Tank in the Parks Department Maintenance Yard. The original lease agreement began on August 1, 2009 and is scheduled to expire on July 31, 2029. In September 2024 City Staff was approached by Insite Towers, LLC to request a 30 (thirty) year extension to the lease agreement as well as an increased expansion of the original site imprint. Upon staff review of the lease agreement and the site it was found that the site should not be allowed to expand due to its proximity to significant irrigation water facilities but was still viable at its current size and location. Staff raised the question of why Insite Towers was in such a hurry to renew when the lease did not expire for 5 (five) more years. Insite explained that they in turn lease space on the tower to other companies and that without a long term lease securing the tower site it would negate the ability to lease new space on the current tower or to upgrade current equipment.

Recognizing that land values have increased since the original lease City Staff has been negotiating the 30 (thirty) year amendment with Insite Towers over the past year to provide the City with an initial one time payment of \$30,000 and an annual monthly lease increase from the current \$2,630 to \$3,200 including a 3% annual increase commencing on August 1, 2026.

Staff Recommendation: Approve the Resolution to adopt the First Amendment to Communications Site - Ground Lease Agreement.

THE FIRST AMENDMENT TO COMMUNICATIONS SITE - GROUND LEASE AGREEMENT

This First Amendment to Communications Site - Ground Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **Washington City, Utah**, a Municipal corporation ("**Landlord**") and **InSite Towers, LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Communications Site - Ground Lease Agreement dated May 15, 2009 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Thirty Thousand and No/100 Dollars (\$30,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before October 1, 2025; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on August 1, 2009 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on July 31, 2029. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease, as amended herein, at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease, as amended herein, only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall

refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "***Memorandum***") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** Commencing with the first rental payment due following the Effective Date, the rent payable from Tenant to Landlord under the Lease is hereby increased to **Three Thousand Two Hundred and No/100 Dollars (\$3,200.00)** per month (the "***Rent***"). Commencing on August 1, 2026, and on each successive annual anniversary thereof, Rent due under the Lease, as amended herein, shall increase by an amount equal to **three percent (3%)** of the then current Rent. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **Washington City Recorder**.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Notwithstanding the foregoing, Tenant shall provide notice of any assignment of the Tenant's interest in this Lease. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
5. **Non-Compete.** During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of this Lease, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "***Third Party Competitor***") without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.

6. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease, as modified by this Amendment, to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
7. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
8. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or

information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.

9. **Notices.** The Parties acknowledge and agree that Section 19(d) of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: WASHINGTON CITY 111 NORTH 100 EAST, WASHINGTON, UT 84780; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
10. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
11. **Governing Law.** The Parties acknowledge and agree that Section 19(e) of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
12. **Waiver.** Notwithstanding anything to the contrary contained herein or in the Lease, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
13. **Tenant's Securitization Rights; Estoppel.** The Parties acknowledge and agree that Sections 9(b), 9(c) and 9(d) of the Lease are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to Tenant's securitization rights shall be controlled by this Section of this Amendment. Landlord hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's interest in the Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's mortgagee ("**Tenant's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.

14. **Taxes.** The Parties acknowledge and agree that Section 8 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "**Applicable Taxes**") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within one (1) year after the date such taxes became due. Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's real property calculated based on any monetary consideration paid from Tenant to Landlord. If Landlord fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.
15. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[*SIGNATURES COMMENCE ON FOLLOWING PAGE*]

LANDLORD:

Washington City, Utah,
a Municipal corporation,

Signature: _____
Print Name: _____
Title: _____
Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

InSite Towers, LLC,
a Delaware limited liability company,

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

the following described tract of land in
State of Utah:

Washington County,

The South half of the Southeast quarter Southwest quarter Southeast quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 11; the Northeast quarter of the Northwest quarter Northeast quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$), and the North half of the Southeast quarter Northwest quarter Northeast quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$), the South half of the Southwest quarter Northwest quarter Northeast quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$) and the West half of the South half of the Southeast quarter Northwest quarter Northeast quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$), East half of the Northwest quarter Southwest quarter Northwest quarter Northeast quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 14, Township 42 South, Range 15 West, SL&M, containing 30 acres of land more or less, TOGETHER with all the improvements thereon and all appurtenances thereunto belonging or in any way appertaining, including the water and water rights consisting of two springs known as the Pearce Springs which are situated upon the property and more particularly set forth in Award No. 171 of the Virgin River Decree.

Being situated in the County of Washington, State of Utah, and being known as
Washington County APN: 0119282.

EXHIBIT A (CONTINUED)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

BEGINNING AT A POINT NORTH 88°47'45" EAST ALONG THE SECTION LINE 1125.78 FEET AND NORTH 450.18 FEET FROM THE SOUTH $\frac{1}{4}$ CORNER OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 66°49'25" WEST 50.00 FEET, THENCE NORTH 23°10'35" WEST 50.00 FEET, THENCE NORTH 66°49'25" EAST 50.00 FEET, THENCE SOUTH 23°10'35" EAST 50.00 FEET TO THE POINT OF BEGINNING. TOGETHER WITH THAT CERTAIN NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT DESCRIBED IN THE LEASE.

EXHIBIT A (CONTINUED)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, WASHINGTON CITY, WASHINGTON COUNTY, UTAH AND BEING A 12 FOOT WIDE ACCESS AND UTILITY EASEMENT, 6' ON EITHER SIDE OF THE CENTERLINE AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 11; THENCE SOUTH 89°45'34" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, 20.63 FEET; THENCE NORTH 00°10'16" WEST, 35.97 FEET; THENCE NORTH 50°36'34" EAST, 92.02 FEET; THENCE NORTH 60°36'02" EAST, 120.68 FEET; THENCE NORTH 68°58'43" EAST, 141.70 FEET; THENCE NORTH 73°51'11" EAST, 109.22 FEET; THENCE NORTH 80°08'13" EAST, 241.01 FEET; THENCE NORTH 74°41'26" EAST, 84.22 FEET; THENCE SOUTH 85°28'57" EAST, 105.25 FEET; THENCE SOUTH 80°55'32" EAST, 87.95 FEET; THENCE SOUTH 76°27'39" EAST, 140.47 FEET; THENCE NORTH 61°33'21" EAST, 204.82 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 85.58 FEET, THE CENTER OF SAID CURVE BEARS (NORTH 34°29'21" WEST); THENCE NORTHEASTERLY ALONG SAID CURVE, 158.33 FEET THROUGH A CENTRAL ANGLE OF 105°59'44" TO A POINT OF COMPOUND CURVATURE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 152.42 FEET, THE CENTER OF SAID CURVE BEARS (SOUTH 14°48'40" WEST); THENCE NORTHWESTERLY ALONG SAID CURVE, 80.06 FEET THROUGH A CENTRAL ANGLE OF 30°05'35"; THENCE SOUTH 66°51'31" WEST, 44.36 FEET; THENCE NORTH 23°08'29" WEST, 5.40 FEET TO THE POINT OF TERMINUS.

12 FOOT WIDE ACCESS EASEMENT CONTAINS 0.455 ACRES OR 19,824 SQUARE FEET MORE OR LESS.

THE SIDE LINES ARE TO BE PROLONGED OR SHORTENED AT THE NORTHERLY RIGHT OF WAY LINE OF 300 EAST STREET AND THE SOUTHERLY LINE OF THE TOWER LEASE AREA.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Alexandra Sissons, Esq.
ATC Site No: 207900
ATC Site Name: Washington City
Assessor's Parcel No(s): 0119282

Prior Recorded Lease Reference:

No Prior recorded lease reference
State of Utah
County of Washington

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **Washington City, Utah**, a Municipal corporation ("**Landlord**") and **InSite Towers, LLC**, a Delaware limited liability company ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Communications Site - Ground Lease Agreement dated May 15, 2009 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be July 31, 2059. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

4. **Right of First Refusal.** There is a right of first refusal in the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: WASHINGTON CITY 111 NORTH 100 EAST, WASHINGTON, UT 84780; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

Washington City, Utah,
a Municipal corporation,

Signature: _____
Print Name: _____
Title: _____
Date: _____

2 WITNESSES

Signature: _____
Print Name: _____
Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ___ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

InSite Towers, LLC,
a Delaware limited liability company,

Signature: _____
Print Name: _____
Title: _____
Date: _____

WITNESS

Signature: _____
Print Name: _____
Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

the following described tract of land in
State of Utah:

Washington County,

The South half of the Southeast quarter Southwest quarter Southeast quarter (S_{1/2}SE_{1/4}SW_{1/4}SE_{1/4}) of Section 11; the Northeast quarter of the Northwest quarter Northeast quarter (NE_{1/4}NW_{1/4}NE_{1/4}), and the North half of the Southeast quarter Northwest quarter Northeast quarter (N_{1/2}SE_{1/4}NW_{1/4}NE_{1/4}), the South half of the Southwest quarter Northwest quarter Northeast quarter (S_{1/2}SW_{1/4}NW_{1/4}NE_{1/4}) and the West half of the South half of the Southeast quarter Northwest quarter Northeast quarter (W_{1/2}SE_{1/4}NW_{1/4}NE_{1/4}), East half of the Northwest quarter Southwest quarter Northwest quarter Northeast quarter (E_{1/2}NW_{1/4}SW_{1/4}NE_{1/4}) of Section 14, Township 42 South, Range 15 West, SL&M, containing 30 acres of land more or less, TOGETHER with all the improvements thereon and all appurtenances thereunto belonging or in any way appertaining, including the water and water rights consisting of two springs known as the Pearce Springs which are situated upon the property and more particularly set forth in Award No. 171 of the Virgin River Decree.

Being situated in the County of Washington, State of Utah, and being known as
Washington County APN: 0119282.

EXHIBIT A (CONTINUED)

LEASED PREMISES

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BEGINNING AT A POINT NORTH 88°47'45" EAST ALONG THE SECTION LINE 1125.78 FEET AND NORTH 450.18 FEET FROM THE SOUTH $\frac{1}{4}$ CORNER OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 66°49'25" WEST 50.00 FEET, THENCE NORTH 23°10'35" WEST 50.00 FEET, THENCE NORTH 66°49'25" EAST 50.00 FEET, THENCE SOUTH 23°10'35" EAST 50.00 FEET TO THE POINT OF BEGINNING. TOGETHER WITH THAT CERTAIN NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT DESCRIBED IN THE LEASE.

EXHIBIT A (CONTINUED)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, WASHINGTON CITY, WASHINGTON COUNTY, UTAH AND BEING A 12 FOOT WIDE ACCESS AND UTILITY EASEMENT, 6' ON EITHER SIDE OF THE CENTERLINE AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 11; THENCE SOUTH 89°45'34" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, 20.63 FEET; THENCE NORTH 00°10'16" WEST, 35.97 FEET; THENCE NORTH 50°36'34" EAST, 92.02 FEET; THENCE NORTH 60°36'02" EAST, 120.68 FEET; THENCE NORTH 68°58'43" EAST, 141.70 FEET; THENCE NORTH 73°51'11" EAST, 109.22 FEET; THENCE NORTH 80°08'13" EAST, 241.01 FEET; THENCE NORTH 74°41'26" EAST, 84.22 FEET; THENCE SOUTH 85°28'57" EAST, 105.25 FEET; THENCE SOUTH 80°55'32" EAST, 87.95 FEET; THENCE SOUTH 76°27'39" EAST, 140.47 FEET; THENCE NORTH 61°33'21" EAST, 204.82 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 85.58 FEET, THE CENTER OF SAID CURVE BEARS (NORTH 34°29'21" WEST); THENCE NORTHEASTERLY ALONG SAID CURVE, 158.33 FEET THROUGH A CENTRAL ANGLE OF 105°59'44" TO A POINT OF COMPOUND CURVATURE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 152.42 FEET, THE CENTER OF SAID CURVE BEARS (SOUTH 14°48'40" WEST); THENCE NORTHWESTERLY ALONG SAID CURVE, 80.06 FEET THROUGH A CENTRAL ANGLE OF 30°05'35"; THENCE SOUTH 66°51'31" WEST, 44.36 FEET; THENCE NORTH 23°08'29" WEST, 5.40 FEET TO THE POINT OF TERMINUS.

12 FOOT WIDE ACCESS EASEMENT CONTAINS 0.455 ACRES OR 19,824 SQUARE FEET MORE OR LESS.

THE SIDE LINES ARE TO BE PROLONGED OR SHORTENED AT THE NORTHERLY RIGHT OF WAY LINE OF 300 EAST STREET AND THE SOUTHERLY LINE OF THE TOWER LEASE AREA.

RESOLUTION NO. R2025-xx

**A RESOLUTION OF WASHINGTON CITY ADOPTING THE FIRST AMENDMENT TO
COMMUNICATIONS SITE - GROUND LEASE AGREEMENT**

WHEREAS, Washington City currently has a ground lease agreement with InSite Towers, LLC, to operate a Cell Tower at the location described in Exhibit A, that expires July 31, 2029; and

WHEREAS, InSite Towers, LLC wishes to amend the ground lease agreement for an additional 30 (Thirty) years to upgrade and maintain equipment on and at the current tower site; and

WHEREAS, Washington City staff have reviewed the lease extension request and have determined that the Cell Tower lease location continues to be a viable location for both parties and the amended agreement includes negotiated one time and ongoing lease payment increases that will provide the City with additional revenue; and

WHEREAS, the Washington City Council has reviewed and discussed the proposed amendment to the Ground Lease Agreement and finds it to be in the best interest of the City and its residents;

NOW, THEREFORE, BE IT RESOLVED by the Washington City Council that the **FIRST AMENDMENT TO COMMUNICATIONS SITE - GROUND LEASE AGREEMENT** is hereby adopted

PASSED AND APPROVED this 24th day of September, 2025.

Washington City

Attest by:

Kress Staheli, Mayor

Tara Pentz, City Recorder

COUNCIL MEMBERS OF WASHINGTON CITY, UTAH:

Troy Belliston Aye Nay

Kim Casperson Aye Nay

Craig Coats Aye Nay

Bret Henderson Aye Nay

Kurt Ivie Aye Nay

Briefing Document

Description: This proposal outlines adjustments to the pricing structure for cemetery plots within Washington City. The goal of this price change is to ensure the long-term availability of burial plots for Washington City residents while maintaining affordability in line with rates of other local cemeteries.

Presenter: Paul Walker

Submitted By: Paul Walker

Background Information: The Cemetery is proposing a fee increase due to heightened interest in cemetery plots, particularly from non-residents. Currently, St. George City residents can purchase plots and interment services in Washington City at a lower cost than resident plots in St. George. These increases will align our rates with those of neighboring communities while maintaining a lower rate for Washington City residents.

The remaining section of the cemetery has 590 plots available. This rate increase may help preserve more plots for residents to purchase.

The requested changes include increasing Non-Resident Plot Fees from \$2,000 to \$3,000, Non-Resident Interment Fees Weekdays from \$650 to \$750, Non-Resident Interment Fees Saturdays from \$950 to \$1,200, and Resident Plot Fees from \$600 to \$1,000. Additionally, we are requesting the establishment of Non-Resident Cremation Interment fees.

See attached Cemetery Fee Rates and Rate Comparison.

Impacted Fund: General Fund

Proposed Cemetery Fee Adjustments

	Current Rate	Proposed Rate
Resident Plot Fee	\$600	\$1,000
Resident Interment Fee Weekdays	\$400	No Change
Resident Interment Fee Saturdays	\$550	No Change
Non-Resident Plot Fee	\$2,000	\$3,000
Non-Resident Interment Fee Weekdays	\$650	\$750
Non-Resident Interment Fee Saturdays	\$950	\$1,200
Cremation Interment Fee Weekends	\$200	No Change
Cremation Interment Fee Saturdays	\$400	No Change
Non-Resident Cremation Interment Fee Weekends	\$200	\$300
Non-Resident Cremation Interment Fee Saturdays	\$400	\$500
Resident Columbarium Niche	\$1,000	No Change
Non-Resident Columbarium Niche	\$1,250	No Change
Resident Community Ossuary	\$400	No Change
Non-Resident Community Ossuary	\$500	No Change

Proposed Cemetery Fee Adjustments / Rate Comparison

	Current Rate	Proposed Rate	St. George Rates	Santa Clara Rates	Ivins Rates	Hurricane Rates
Resident Plot Fee	\$600	\$1,000	\$2,500	\$1,650	\$600	\$550
Resident Interment Fee Weekdays	\$400	No Change	\$600	\$600	\$250	\$275
Resident Interment Fee Saturdays	\$550	No Change	\$1,100	\$1,100	\$550	\$400
Non-Resident Plot Fee	\$2,000	\$3,000	\$3,500	\$3,000	\$1,200	\$750
Non-Resident Interment Fee Weekdays	\$650	\$750	\$750	\$750	\$500	\$275
Non-Resident Interment Fee Saturdays	\$950	\$1,200	\$1,200	\$1,200	\$800	\$400

RESOLUTION R2025-XX

A RESOLUTION AMENDING THE MASTER FEE SCHEDULE FOR WASHINGTON CITY CEMETERY FEES

WHEREAS, the City of Washington City, Utah, maintains a comprehensive Master Fee Schedule for services rendered and facilities utilized within its jurisdiction; and

WHEREAS, the City Council periodically reviews and adjusts this schedule to ensure that fees are fair, reasonable, and reflective of the cost of providing services and maintaining facilities; and

WHEREAS, the City Council has determined it is necessary and appropriate at this time to amend the Master Fee Schedule with respect to Cemetery fees only;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Washington City, State of Utah, as follows:

Section 1. Adoption of Amended Cemetery Fees.

The attached document, entitled "Washington City Master Fee Schedule – Cemetery Fees," is hereby adopted and incorporated into the official records of Washington City.

Section 2. Superseding Provisions.

Any provisions of prior ordinances, resolutions, or fee schedules in conflict with the Cemetery fees adopted herein are hereby superseded and repealed to the extent of such conflict.

This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND APPROVED this 24th day of September, 2025.

Washington City

Attest by:

Kress Staheli, Mayor

Tara Pentz, City Recorder

COUNCIL MEMBERS OF WASHINGTON CITY, UTAH:

Troy Belliston Aye Nay

Kim Casperson Aye Nay

Craig Coats Aye Nay

Bret Henderson Aye Nay

Kurt Ivie Aye Nay

**WASHINGTON CITY
CITY COUNCIL MEETING
STAFF REVIEW**

HEARING DATE:	September 24, 2025
ACTION REQUESTED:	Z-25-18 - A request to update a portion of the Coral Canyon area 5 PCD, located at Telegraph and Country way.
APPLICANT:	SITLA
OWNER:	SITLA
ENGINEER:	American Land Consulting
REVIEWED BY:	Eldon Gibb, Community Development Director
RECOMMENDATION:	Recommend approval to the City Council

Background

The applicant is requesting approval to amend the Coral Canyon area 5 PCD (193.66 acres) in a joint effort with SITLA, Cole West & Washington City to provide a more affordable housing product in this undeveloped area. The proposed changes are as follows:

Reduced developed footprint by 53.21 acres

- The proposal is asking to reduce the developed footprint from 91.49 acres to 38.28. This reduction will allow the civil improvements (utilities/right of way etc.) to cost much less as the quantity (length in pipe and roadway etc) are being reduced.
- With this change the open space area will increase 53.21 acres from 97.35 acres to 150.56

Density increase of 85 units

- Currently the PCD is approved for 135 units in this area and the applicant is proposing 220. The approved density (135 units) with the overall acreage (193.66) is a .70 d.u/acre ratio with the proposed plan being 1.14. The d.u/acre ratio in the developable land for the approved PCD is 1.48 d.u/acre with the proposal being 5.75. The lot sizes for this development will range in size from approximately 4,500 sq. ft - 5,500 sq. ft

Updated setback plan

- The approved setbacks for this area include a 20 foot rear yard setback. The applicant is proposing a 10' foot rear yard setback along with a 15' foot front yard setback to the home and 20' foot to the garage as shown below

*FRONT	15'/20'
REAR	10'
SIDE-1	5'
SIDE-2	5'
STREET SIDE	15'/20'

- * 15' TO HOUSE
- * 20' TO GARAGE

Roadway elimination

- The approved PCD shows a secondary roadway servicing this subdivision from Telegraph street creating an intersection at Coral Canyon Blvd. This secondary roadway crosses the floodway which would require a bridge to be built. Removing this secondary roadway will significantly reduce development costs allowing the homes to be built in this area to be more affordable. The applicant is proposing to remove the secondary roadway and provide access to this subdivision from Country Way.

Staff supports the proposal in reducing the developable land to 38.28 acres and increasing the open space. Staff supports increasing the density by 85 units along with the updated setback plan and staff supports removing the secondary roadway.

Recommendation

The Planning Commission reviewed this request on September 17, 2025 and unanimously recommended approval of this zone change as shown in the exhibit, to the City Council, based on the following findings and conditions noted below.

Findings

1. That the requested zoning conforms to the intent of the land use designation of the General Plan.
2. That the requested zoning amendment will be compatible with surrounding developments.
3. That no other changes (only those as outlined above and in the attached exhibits) are implied to the Coral Canyon area 5 PCD.

Conditions

The following changes are made to amend the Coral Canyon area 5 PCD (as shown in the exhibit):

1- Reduced developed footprint to 38.28 acres and increasing open space to 150.56 acres

2 - Density increase of 85 units from 135 to a maximum of 220

3 - Updated setback plan

*FRONT	15'/20'
REAR	10'
SIDE- 1	5'
SIDE- 2	5'
STREET SIDE	15'/20'

* 15' TO HOUSE

* 20' TO GARAGE

4 - Eliminating the secondary roadway from this development to Telegraph Street

September 17, 2025
Planning Commission Minutes

<https://youtube.com/live/F83iWkYJ7Cq?t=167>

Community Development Director Eldon Gibb reviewed the application.

Commissioner Bulloch opened the public hearing.

The following individuals spoke to this item:

- Gregg McArthur
- Roger Burton

Commissioner Bulloch closed the public hearing.

Adam Allen with American Land Consulting & Engineering spoke to the item.

Commissioner Anderson made a motion to recommend approval to City Council Zone Change Z-25-18 with the findings and conditions of staff. Commissioner Mitchell seconded the motion; which passed with the following role call vote:

Commissioner Bulloch

Aye

<i>Commissioner Anderson</i>	Aye
<i>Commissioner Mitchell</i>	Aye
<i>Commissioner Tupou</i>	Aye
<i>Commissioner Davis</i>	Aye



September 2, 2025

To whom it may concern,

The purpose of this submittal is to change the Coral Canyon PCD for property owned and managed by the Trust Lands Administration, known as Coral Canyon Area 5, more specifically parcel number W-4-2-18-1101. These changes are being proposed to assist the State and City in working towards a mutual goal of providing more attainable housing options. As the subject property does not have any neighborhoods or homes in the immediate area, it appears to be an ideal location. To help with this, SITLA, The Developer, and the City have all decided to come together to make this happen. The proposed changes are as follows:

- Eliminate the expensive requirement of building a secondary roadway rather than just using Country Way (formerly Landfill Road)
- Increase the total maximum dwelling units from 135 to 220.
- Propose new Setbacks as Follows:
 - Front = 15' to house, 20' to Garage
 - Side = 5'
 - Street Side = 15' to house, 20' to garage
 - Rear = 10'
- Reduce the current buildable area to 38.28 acres, allowing for smaller building costs
- Maximize the Open space surrounding the project to be 150.56
- SITLA and the Developer are committed to helping provide relief in the housing crisis. SITLA's board has agreed to receive a reduced amount of profit from the sale of each house, and so has the developer.

Thank you for your consideration in this matter.

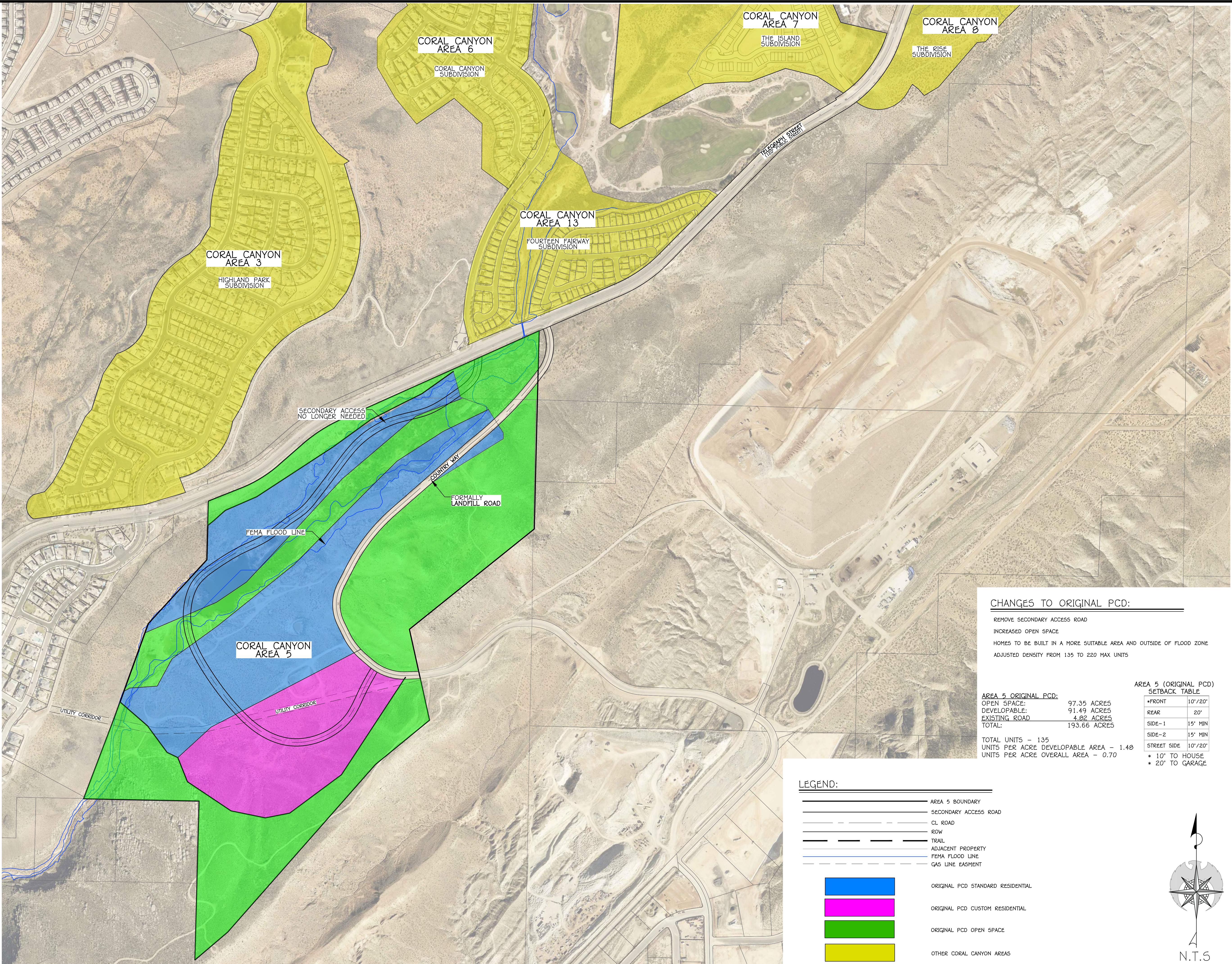
Sincerely,

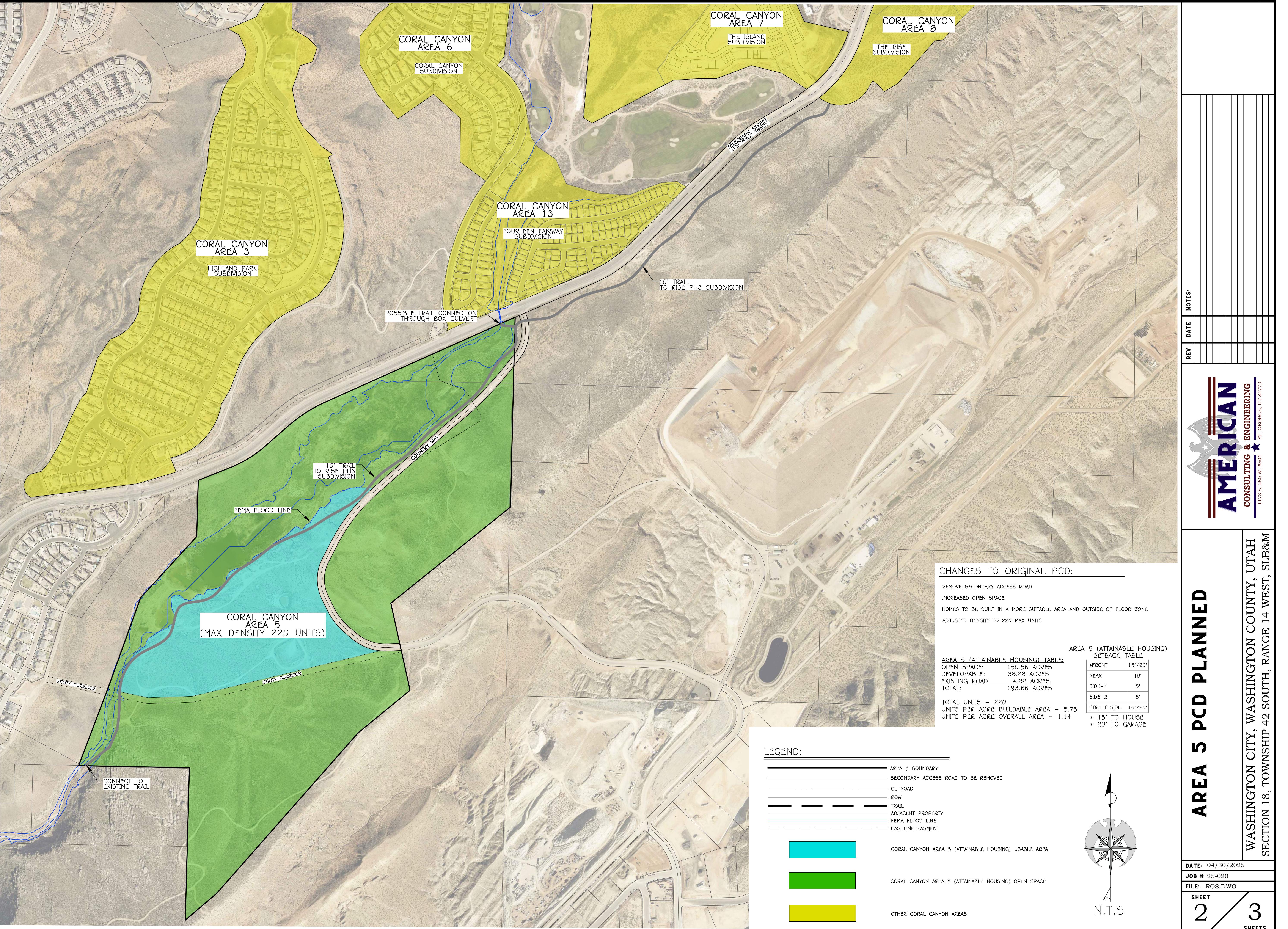
Adam Allen, PLS – Manager
American Consulting and Engineering

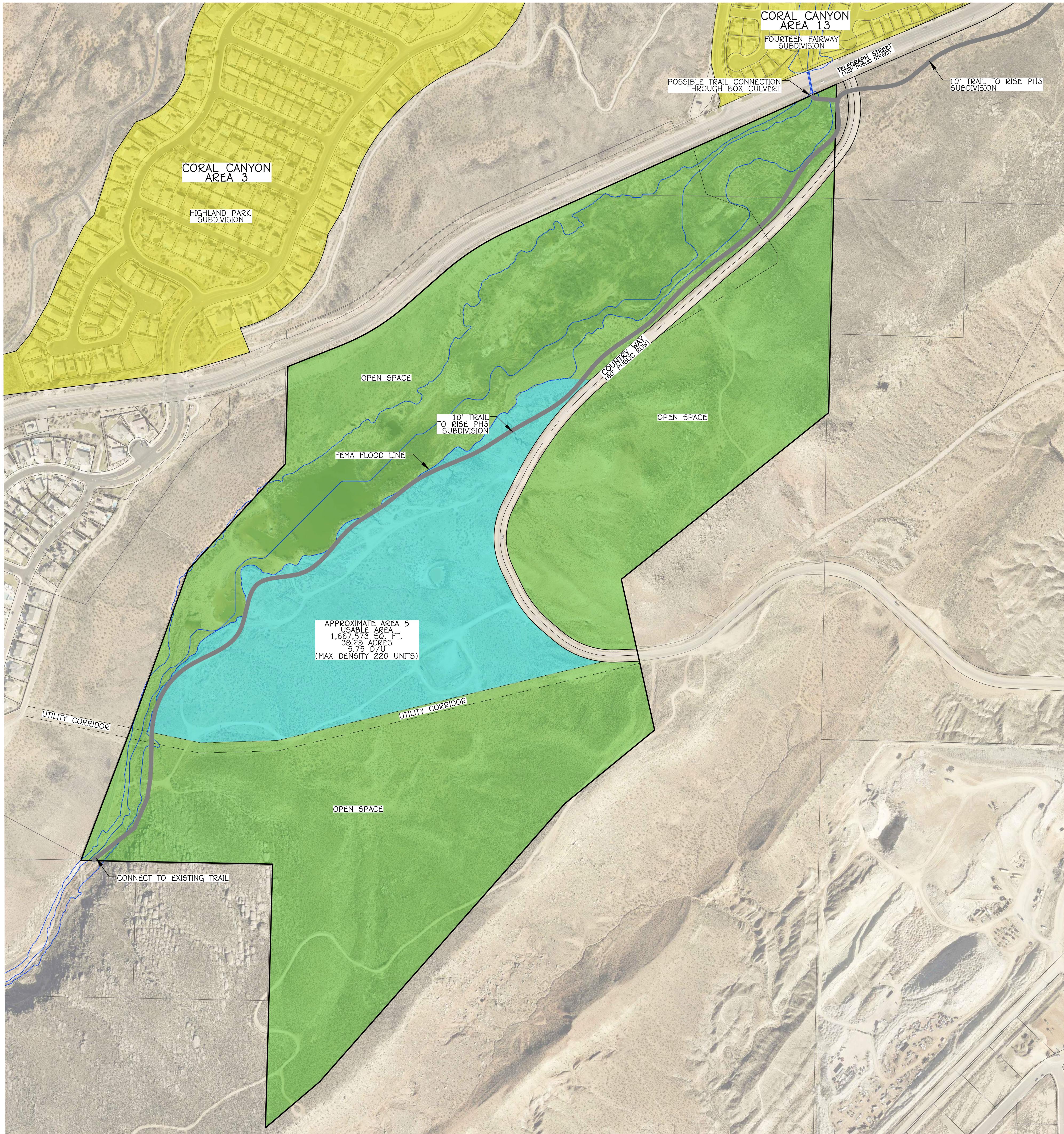


PROJECT FLOW CARD: Z-25-18 - Zone Change PCD Amendment
Coral Canyon Area 5
Telegraph St & Landfill Rd

Planning	Reviewed. OK to move forward	
Public Works	Reviewed - Items addressed. Participation in the cost of improvements on Country Way (formerly Landfill Road) should be discussed due to the proposed removal of the originally planned access road of extending Coral Canyon Blvd. An agreement should be put in place.	
Engineer	This would eliminate moving Landfill Rd to connect at Coral Canyon Blvd. If the connection to Coral Canyon Blvd is eliminated then improvements to Landfill Rd need to happen.	
Parks/Trails	Reviewed no concerns.	
Building Dept	Reviewed, no concerns.	
Washington Power	Power department is ok with the proposed Zone Change.	
Economic Dev	Reviewed. No concerns. RH	







AREA 5 (ATTAINABLE HOUSING) SETBACK TABLE

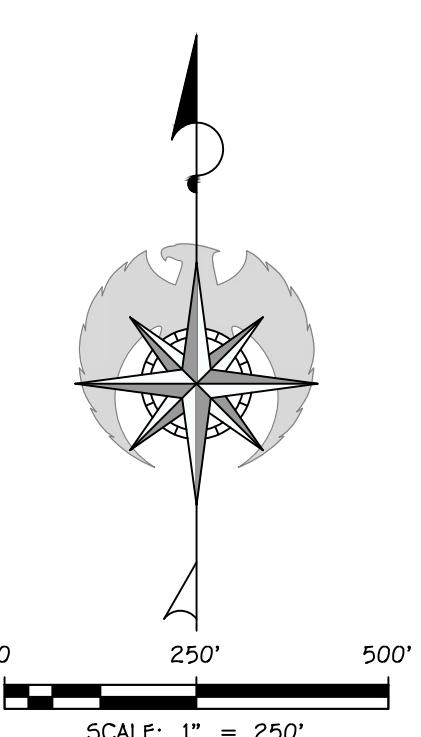
FRONT	15'/20'
REAR	10'
SIDE-1	5'
SIDE-2	5'
STREET SIDE	15'/20'

* 15' TO HOUSE

* 20' TO GARAGE

AREA 5 (ATTAINABLE HOUSING) TABLE:
OPEN SPACE: 150.56 ACRES
DEVELOPABLE: 38.28 ACRES
EXISTING ROAD: 4.82 ACRES
TOTAL: 193.66 ACRES

TOTAL UNITS - 220
UNITS PER ACRE BUILDABLE AREA - 5.75
UNITS PER ACRE OVERALL AREA - 1.14



LEGEND:

- AREA 5 BOUNDARY
- SECONDARY ACCESS ROAD TO BE REMOVED
- CL ROAD
- ROW
- TRAIL
- ADJACENT PROPERTY
- FEMA FLOOD LINE
- GAS LINE EASMENT
- USABLE AREA APPROXIMATE 1,667,573 SQ. FT. OR 38.28 ACRES
- OPEN SPACE APPROXIMATE 6,550,394 SQ. FT. OR 150.56 ACRES
- OTHER CORAL CANYON AREAS

AREA 5 PCD PLANNED

WASHINGTON CITY, WASHINGTON COUNTY, UTAH
SECTION 18, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SLB&M

DATE: 04/30/2025
JOB #: 25-020
FILE: ROS.DWG
SHEET
3 / 3 SHEETS



Michelle E. McConkie
Executive Director

1593 East Grapevine Crossing
Washington, Utah 84780
Phone: 435-522-7411
trustlands.utah.gov

September 5, 2025

Eldon Gibb
Washington City

RE: Coral Canyon Area 5

Dear Mr. Gibb,

The Trust Lands Administration (TLA), owner of the subject property, Cole West, the developer of the subject property, and Washington City are all contributing significantly to help deliver an attainable housing project in the City. Both parties have met numerous times with Jeremy Redd to explore ways of bringing in affordable housing to the community. Below are some of the items that were discussed and agreed:

TLA would reduce its TLAs profit share on the subject lands from 11% of the gross sales price of the homes to 6%. Similarly, Cole West agreed to cap their profit share to a matching 6% (Considering all of the risk in a development project, and considering that investing the same money in a simple mutual fund would most likely yield at least two to three times the profit without the same level of risk, this represents a huge concession for Cole West). And recognizing the stringent mandate of the TLA, this represents a focused, redirected effort to help solve the affordability issue in Washington City.

On October 24, 2024 the TLA Board of Trustees (the “Board”) meeting was hosted by Washington City in the City offices. In that meeting, based on yet-to-be-approved conditions by the City Council, the Board agreed to reduce TLAs revenue from 11% to 6% as negotiated with the City and the Developer. Mayor Staheli spoke of his support during this public meeting where he expressed his excitement to see all stakeholders working towards the same goal.

The profit reduction agreements are conditional, based on actual approvals from the City Council, which as discussed with the City manager will attempt to remove the requirement for a second access road, rename Landfill Road to Country Way, allow reduced setbacks, and increase density to help keep lot development costs as low as possible.

Because of the commitments of the Parties, every dollar saved is a dollar that will be passed on to the prospective home owners – not passed on to the landowner or to the developer. We are excited to work with City Staff as we work together to bring this project to fruition.

Sincerely,



Aaron Langston (Sep 5, 2025 10:40:38 MDT)

Aaron Langston
Assistant Managing Director, Real Estate
Trust Lands Administration

LSJ
modifiedletterhead.docx
Enclosure
By FedEx Priority
cc: Jesse Doe

ORDINANCE NO. 2025-XX
AN ORDINANCE AMENDING THE ZONING
DESIGNATION WITHIN WASHINGTON CITY, UTAH

WHEREAS, the Washington City Community Development Department has recommended the following Zone Change be adopted; and

WHEREAS, the Planning Commission, pursuant to applicable notice requirements, conducted a public hearing on September 17, 2025, which public hearing was closed, for the purpose of considering the proposed Zone Change and the making of formal recommendation to the City Council; and

WHEREAS, the City Council, pursuant to applicable notice requirement, conducted a public meeting on September 24, 2025; and

WHEREAS, the City Council has reviewed this amendment and determined that it is in the best interest of the public and promotes the health, safety and general welfare of the community; and

WHEREAS, the City Council of Washington City, Utah, desires to amend the Official Zoning Map of Washington City, and

BE IT ORDAINED BY THE CITY COUNCIL OF WASHINGTON CITY, UTAH, that the following described property is hereby amended by Zone Change request **Z-25-18**, to Amend a portion of the Coral Canyon PCD more particularly described as follows:

Parcel ID and Detailed Legal Description in Exhibit A
Updates and/or Changes Noted in Exhibit B

PASSED AND ORDERED POSTED on this 24th day of September, 2025.

Washington City

Attest:

Kress Staheli, Mayor

Tara Pentz, City Recorder

Exhibit A

Beginning at the Northeast Corner of Section 18, Township 42 South, Range 14 West, Salt Lake Base and Meridian; Running thence South 01°24'23" West 659.28 feet; thence South 01°16'50" West 390.14 feet; thence South 51°12'57" West 1,298.34 feet; thence South 12°26'44" East 753.83 feet; thence South 50°38'26" West 567.56 feet; thence South 41°23'00" West 1,808.96 feet; thence South 49°35'21" West 347.55 feet; thence North 01°32'26" East 627.08 feet; thence North 01°32'27" East 660.84 feet; thence North 88°52'41" West 935.78 feet; thence North 20°43'52" East 701.27 feet; thence North 19°49'40" East 811.56 feet; thence North 42°30'50" East 701.33 feet; thence North 01°32'06" East 475.49 feet; thence North 68°16'47" East 285.08 feet; thence northeasterly along a 1,050.00 foot radius curve to the left, (center point lies North 21°43'13" West) through a central angle of 19°28'51", a distance of 357.00 feet; thence North 48°47'56" East 258.93 feet; thence northeasterly along a 1,250.00 foot radius curve to the right, (center point lies South 41°12'04" East) through a central angle of 17°01'53", a distance of 371.57 feet; thence North 65°49'49" East 451.74 feet; thence North 65°55'02" East 1,305.47 feet; thence South 01°24'23" West 555.61 feet to the point of beginning.

Containing 8,435,894 Square Feet or 193.66 Acres.

Exhibit B

1- Reduced developed footprint to 38.28 acres and increasing open space to 150.56 acres

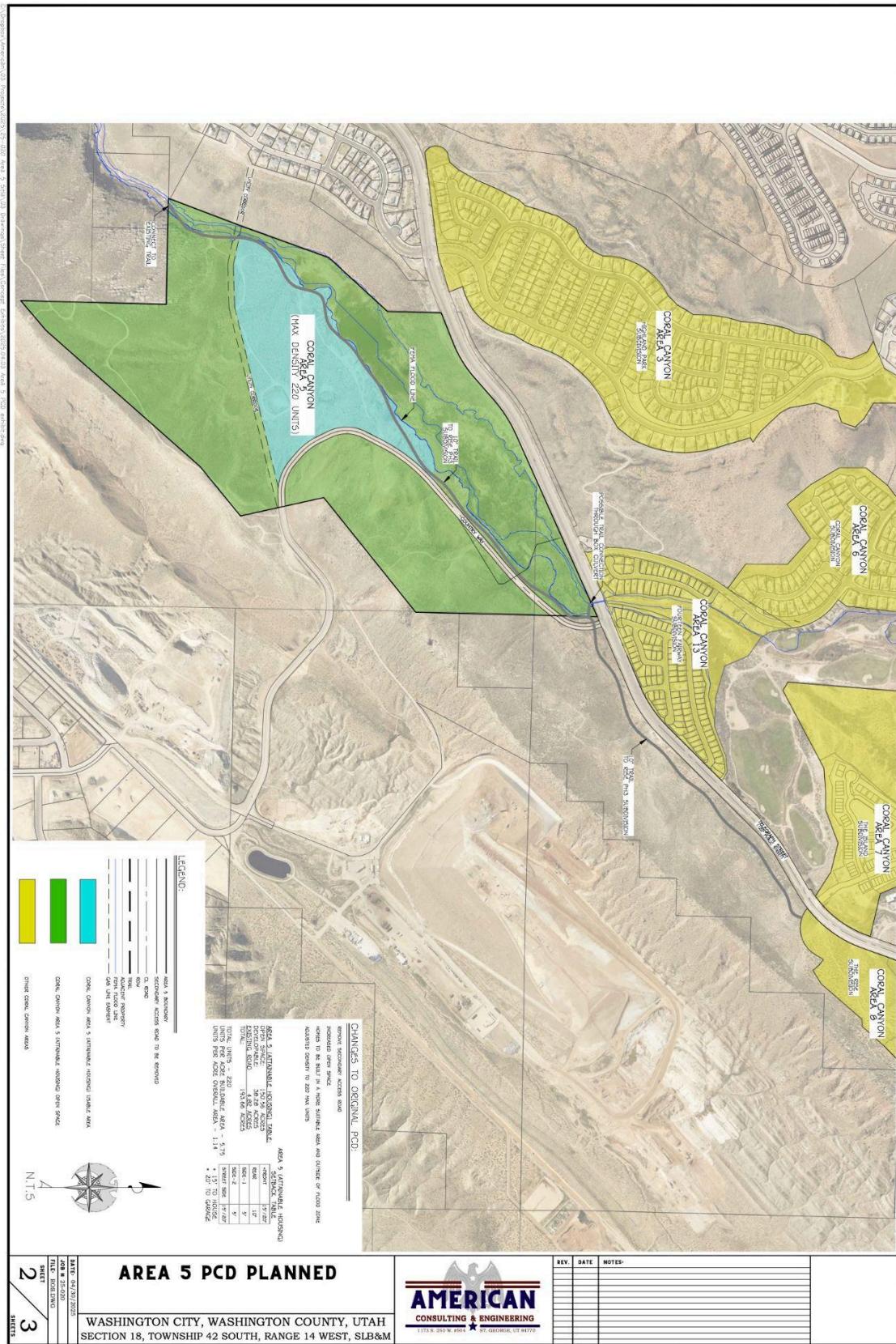
2 - Density increase of 85 units from 135 to a maximum of 220

3 - Updated setback plan

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* 20' TO GARAGE

4 - Eliminating the secondary roadway from this development to Telegraph Street



Washington City
Ordinance 2024-xx
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