

Willard City Corporation

435-734-9881
80 W 50 S
PO Box 593
Willard, Utah 84340
www.willardcityut.gov

Mayor

Travis Mote

City Council Members

J. Hulsey

R. Christensen

M. Braegger

R. Mund

J. Bodily

The Willard City Council of Willard City Corporation will hold a Council meeting on Thursday, December 11, 2025, at Willard City Offices 80 W 50 S. will begin promptly at 6:30 p.m. The agenda will be as follows:

1. Call to Order

- a. Invocation
- b. Pledge of Allegiance
- c. Conflict of interest declaration

- 2. Public Presentation:** Resident(s) attending this meeting will be allotted three (3) minutes to express a concern or ask a question about any issue that IS NOT ON THE AGENDA. No action can or will be taken on any issue(s) presented during this meeting. If required, items may be referred to department heads for resolution. Items requiring action by the City Council will be placed on the agenda for a future meeting.

3. Planning Commission Report

4. New Business

- a. Discussion and possible approval of the SenaWave Telecommunications Franchise Agreement
- b. Consideration and possible appointment of Diana Mund as Interim City Recorder, effective December 11, 2026, pursuant to Utah Code §10-3-916, to serve until a permanent Recorder is appointed by the Mayor with advice and consent of the City Council or other further action of the City Council.
- c. Discussion and possible approval of Wells Easement Agreement
- d. Discussion and possible approval of Wells Water Agreements
- e. Discussion and possible action to establish the date, time, and place for the administration of the Oath of Office for newly elected officials in January 2026, pursuant to Utah Code § 10-3-826.
- f. Discussion and possible action regarding ownership and assignment of solid waste containers, including clarification of whether containers are City property or resident property, and consideration of policy language for replacement, surrender, and reassignment.

5. Next Meeting Agenda – January 8, 2025

6. Upcoming events:

7. Minutes

- a. Approval of November 13, 2025, minutes

8. Financial

- a. Warrants, Vouchers, Report

9. Staff Reports

- a. Public Works
- b. Police Department
- c. Fire Department
- d. City Manager
- e. City Planner
- f. City Attorney
- g. City Recorder

10. Council Member Reports

- a. Jacob Bodily
- b. Rod Mund
- c. Mike Braegger
- d. Rex Christensen
- e. Jordan Hulsey

11. Mayor's General Correspondence and Information

- 12. Consideration of Motion to Enter a Closed Session** (if necessary) pursuant to UCA §52-4-205 (a) except as provided in Subsection (3), discussion of the character, professional competence, or physical or mental health of an individual; (b) strategy sessions to discuss collective bargaining; (c) strategy sessions to discuss pending or reasonably imminent litigation; (d) strategy sessions to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares (e) strategy sessions to discuss the sale of real property, including any form of a water right or water shares; (f) discussion regarding deployment of security personnel, devices, or systems; or (g) investigative proceedings regarding allegations of criminal misconduct.

13. Adjourn

/s/ Jeremy Kimpton
Willard City

Posted:

TELECOMMUNICATIONS FRANCHISE AGREEMENT

This Telecommunications Franchise Agreement (“Agreement”) is between Willard City, a Utah municipal Corporation (“City”), and Vaix Inc. DBA SenaWave Communications (“Company” or “Provider”). This Agreement is effective on the date that the last party executes this Agreement as indicated by the date stated under that party’s signature line (“Effective Date”).

RECITALS

A. The Provider desires to establish and provide a telecommunications network in the City’s right-of-way (“City ROW”).

B. The Provider is subject to the Municipal Telecommunications License Tax Act found in Utah Code § 10-1-401 *et seq.*, and the Provider is subject to applicable City ordinances.

C. The City, in exercise of its management of City ROW, believes that it is in the best interest of the public to grant the Provider a nonexclusive franchise to operate a telecommunications network in the Willard City limits.

Therefore, the parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The foregoing preambles and all other recitals set forth herein are made a part hereof by this reference.

2. **City Code.** The City has adopted applicable City ordinances (“Ordinances”) and the Provider acknowledges that it has had an opportunity to read and become familiar with those Ordinances. The parties agree that the provisions and requirements of the Ordinances are material terms of this Agreement, and that each party agrees to be contractually bound to comply with the terms contained in those Ordinances and this Agreement. The definitions in the Ordinances shall apply herein unless a different meaning is indicated. Nothing in this Section shall be deemed to require the Provider to comply with any provision of the Ordinances which are determined to be unlawful or beyond the City’s authority. If any term or condition of this Agreement shall be in conflict with any applicable State or federal laws, City ordinances, rules, or regulations, then the provisions of such laws, ordinances, rules, or regulations shall govern and control.

3. **Amendments to City Code.** Nothing herein shall prevent the City from lawfully amending its ordinances from time to time, and the City’s governing body may deem necessary. Provided, however, the City shall not enact any amendments to the Ordinances that will adversely impact the Provider without allowing the Provider at least 30 days to comply

with the amendment. The City shall provide the Provider notice and an opportunity to be heard concerning any proposed amendment, and shall not enact any amendment which materially alters the rights and obligations of the parties, or that is in conflict with any material term of this Agreement. If there is any inconsistency between the Provider's rights and obligations under the Ordinances, as amended, and this Agreement, the provisions of this Agreement shall govern during the term of this Agreement in which the ordinance amendment was adopted, but the ordinance amendments so adopted shall govern during subsequent renewal terms of this Agreement, if any. The parties agree to comply with any such lawful governing amendments.

4. **Franchise Description, No Assignment.** The Telecommunications Franchise provided hereby shall confer upon the Provider, subject to the City's receipt of monetary and services compensation and the Provider's compliance with the terms of this Agreement, the nonexclusive right, privilege, and franchise to construct, operate, and maintain a fiber-optic telecommunications network in, under, above, and across the present and future City ROW. The grant of this franchise includes the services of provider "dark fiber" to end users. The Provider shall not permit the use of its fiber-optic system, its duct or pathways, its pole attachments or any plant equipment in City ROW in any manner that would avoid or seek to avoid the need for a franchise from the City for a business or other person. The Provider shall not provide services directly regulated by the Utah Public Service Commission (PSC) unless authorized by the PSC. Provider shall not operate a cable system as defined in the Cable Communications Policy Act of 1984 without first having obtained a separate cable franchise from the City for such cable system. The franchise granted herein does not grant the Provider the right, privilege, or authority to engage in cable television business; although, nothing contained herein shall preclude the Provider from (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the Provider's System within the City for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied. The rights granted by this franchise may not be subdivided, assigned, or subleased from any other person unless agreed to in writing by the City, unless to an entity succeeding to or acquiring substantially all of the assets of the Provider, in which case the City's permission is not required. Notwithstanding the foregoing sentence, where the City's permission is required, the City may condition, deny, or delay approval of an assignment, sublease, or subdivision of the rights granted herein for any reason.

5. **Licenses.** The Provider acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Ordinances.

6. **Relationship.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall

either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

7. **Facilities.** “Company facilities” or “facilities” shall include, but not be limited to a network of fiber optic cables and all related property, including conduit, carrier pipe, cable fibers, repeaters, power sources, poles, and other attachments and appurtenances necessary for the telecommunications system located within the Public Ways within the City limits, whether located above or below ground, currently or in the future owned or operated or otherwise controlled by the Provider needed to provide telecommunications service. “Dark fiber” is optical fiber infrastructure cabling and repeaters that are currently in place but through which light pulses are not being transmitted.

8. **Franchise Fee.**

a. For the Franchise granted herein, the Provider shall pay to the City a tax in accordance with the Municipal Telecommunication License Tax Act (Utah Code Ann. 10-1-401 to 10-1-410), less any business license fee or business license tax enacted by the City. All payments shall be made to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

b. If the Municipal Telecommunication License Tax may no longer be lawfully collected, then to the extent allowed by law and except as otherwise agreed by the parties, the Provider shall pay to the City a tax levy or franchise fee of three and one-half percent (3.5%) of its gross receipts derived from local telephone or other telecommunications services provided to Provider’s subscribers within the City (“Default Franchise Fee”), but does not include revenue from any taxes or fees imposed directly upon the customer by any governmental entity which is, or may be collected by the Provider, or any services, including but not limited to internet access service, as prohibited by law. “Gross receipts” for purposes of this subsection, also does not include sales, if any, at wholesale by Provider to another franchisee of the City who is separately responsible for paying a franchise fee on its gross receipts derived from the use of Provider’s Facilities. The City and Provider agree to meet, confer, and negotiate about any amendments to this Agreement as shall be necessary to accommodate the change or elimination of the Municipal Telecommunications Act or the taxes or fees provided for under the Act.

9. **Additional Fees and Taxes.** The Provider shall, after due notice from the City, pay any additional fees or taxes applicable to the Provider and its facilities in the City adopted by the City hereafter.

10. **Audit.** The Provider shall keep thorough and accurate books and records showing all of its collections of money for its services and business transactions which it provides to persons and entities within the City and shall make such information available to the City (or its contractors, employees, officials, agents, etc.) for inspection upon ten days' notice. The Provider shall keep this information for at least three years after the termination of this Agreement.

11. **Term and Renewal.** The franchise granted to the Provider shall be for a period of fifteen (15) years commencing on the first day of the month following the Effective Date ("Initial Term"). At the end of the Initial Term, the term shall automatically renew upon the same terms and conditions as contained in this Agreement for an additional ten (10) year term ("Renewal Term"). Renewal Terms may be for an unlimited number of terms (the Initial Term and Renewal Terms will be collectively referred to as "Term"). Either party may not renew a Term upon giving the other party 120 days' notice before the termination of that Term.

12. **Rights and Duties of Provider Upon Termination or Revocation.** Upon termination or revocation of this Agreement, the Provider shall have the right to remove its equipment and facilities from City ROW. In such event, it shall be the duty of the Provider to immediately to restore City ROW in as good of condition as the same was before the removal was affected.

13. **Use of Poles and Overhead Structures.** The City shall have the right, without any cost to the City, to use all poles owned by the Provider within the City for any public uses, such as fire alarms and police signal systems; provided, however, any said uses by the City shall be for activities owned, operated, or used by the City for any public purposes and shall not include the provision of telecommunications service to third parties. The Provider shall not attach to, or otherwise use or commit to use any City-owned pole or structure unless a separate agreement has been executed by the parties.

14. **Limitations on Use Rights.** Nothing in this Agreement shall be construed to require the Provider to increase pole capacity, alter the manner in which the Provider attached equipment to the poles, or alter the manner in which the Provider operates and maintains its equipment. Such City attachments shall be installed and maintained in accordance with the reasonable requirements of the Provider and the current National Electrical Safety Code. City attachments shall be attached or installed only after written approval by the Provider, which approval will be processed in a timely manner and will not be unreasonably withheld.

15. **Maintenance of City Facilities.** The City's use rights shall also be subject to the parties reaching an agreement regarding the City's maintenance of the City's attachments.

16. **Police Powers.** The City expressly reserves, and the Provider expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

17. **Work in City ROW.** The Provider shall comply with and follow the City's land disturbance permit process before performing any work in City ROW.

a. *Compliance with Laws.* The Provider shall obtain all required permits or approvals for construction, maintenance, and operations, and shall at all times be subject to comply with all applicable laws, statutes, rules, regulations, standards, and procedures. The City may inspect the manner of such work and require remedies the terms of any City ordinance, regulation, or requirement, the City shall give the Provider written notice of such noncompliance and time for correction.

b. *Status Reports.* All work in City ROW shall be done in a safe manner and shall follow City regulations. Upon the City's request, the Provider will provide the City with a status report of such measures.

c. *Minimum Interference.* All facilities constructed by the Provider shall be located to cause minimum interference with and injury to (i) public use of City ROW, (ii) the City's water infrastructure, storm water infrastructure, streetlights, or any other municipal use of the City's ROW, and (iii) trees and other natural features.

d. *Workmanlike Manner.* The installation, maintenance, renovation, and replacement of the Provider's facilities in City ROW shall be performed in accordance with the City's engineering standards and in a good and workmanlike manner.

e. *Emergency Repairs.* In an emergency event in which the Provider needs to cut or excavate a City ROW, and in which the Provider must act immediately and is unable to obtain an encroachment permit from the City beforehand, the Provider shall provide the City's Public Works Department with notification of such work as soon as practicable.

f. *Damage to Public Property.* If, during the course of installation, removal, inspection, or work on its facilities, the Provider causes damage to or alters any public property or equipment, the Provider shall (at its own cost and expense, and in accordance with City regulations) replace and restore it to as good as condition as existed before the work commenced and within such reasonable time as the City shall

require, and shall be liable to the City for any reasonable costs and expenses incurred by the City as a result of such damage or alteration.

g. *Removal and Protection of City Property.* No City property shall be removed from City ROW, including signage on utility poles, without prior permission from an authorized representative of the City.

h. *Safety.* The Provider shall, at all times, operate, repair, and maintain its facilities in a safe and careful manner.

i. *Relocation.* Whenever the City shall, in the interest of public convenience, necessity, health, safety, or general welfare of the residents, require the inspection, maintenance, repair, relocation, or reinstallation of any of the Provider's facilities in City ROW, the Provider shall, upon not less than 90 days prior notice, promptly commence and diligently complete such work to remove, relocate, or reinstall such facilities as may be necessary to meet the requirements of the City.

j. *Installations.* The Provider will be permitted to install facilities underground in City ROW. Within 60 days of installing such facilities, the Provider shall provide the City GIS coordinates and as-built drawing of the facilities in a form acceptable to the City. The Provider shall, when undertaking a project of placing its facilities, cooperate with other utilities, agencies, or companies which have their lines overhead to have all lines placed underground as part of the same project. When other companies are placing their lines underground, the Provider shall, where feasible, cooperate with these companies and undertake to place its facilities underground as part of that same project.

k. *Prohibitions.* Except as otherwise provided herein, the Provider's facilities shall be so located and constructed as not to do any of the following acts:

- i. Interfere with access to or use any water or fire hydrant;
- ii. obscure the view or interfere with the installation of any traffic-control device or traffic or information sign or signal;
- iii. Cross any water or sewer line except at a 90-degree angle, except in accordance with a specific permit for such crossing issued by the City;
- iv. Damage irrigation or landscaping owned or maintained by the City;
- v. Damage any communication lines owned or maintained by the City; and

- vi. Install facilities in the paved sidewalk or park strip
- vii. area, unless authorized in advance by the City.

l. *Damage to Other's Facilities.* During construction or maintenance, if the Provider causes damage to or a break in any lines

m. *Removal and Relocation.* The City shall have the authority to require the Provider to remove or relocate any facility in violation of this Agreement at the Provider's sole expense. Such relocation or removal shall be completed within 60 days (or other period of time as the parties may mutually agree) of written notice from the City. The notice shall prescribe the area where the facility is located and any other special conditions deemed reasonably necessary by the City.

n. *Hazardous Materials.* If contaminated or hazardous material is discovered within or adjacent to the City ROW, the Provider shall stop work in that affected area, notify the City Engineer immediately, and submit an accurate written report of the facts surrounding the encounter to the City Engineer.

o. *City's Rights to Perform.* If the Provider fails to perform any obligation under this Agreement, then the City shall have the right to, but not the obligation, to perform any of the obligations contained herein upon 15 days prior written notice to the Provider. The City shall be reimbursed for any work performed within 30 days after receipt of a detailed invoice for the work performed. This right shall survive the termination of this Agreement.

18. **Severability.** If any section, sentence, paragraph, term or provision of this Agreement or the Ordinances is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. If the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the City is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the City ROW in a manner similar to that provided in this Agreement, the Ordinances, and the City's encroachment permit process. For the Provider, "material consideration" is its ability to use the City ROW for telecommunication purposes in a manner similar to that provided in this Agreement, the Ordinances, and the City's encroachment permit process.

19. **Termination.** This Agreement may be terminated at any time by mutual consent between the parties. The City may terminate this Agreement upon 90 days prior written notice to the Provider for any of the following reasons:

a. *Failure to Make Payments.* The Provider fails to make timely payments of any fees in this Agreement and does not correct such failure within 30 calendar days after written notice by the City of such failure. Any payment made pursuant to such request shall not be deemed to constitute a waiver of the City's right to challenge the calculation of the franchise fee.

b. *Breach.* The Provider, by act or omission, materially violates a material duty herein set forth in any particular within the Provider's control, and with respect to which redress is not otherwise herein provided. In such event, the City may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the Provider notice of such determination, the Provider shall, within 60 calendar days of such notice, commence efforts to remedy the conditions identified in the notice and shall have 90 calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the City may declare the franchise forfeited and this Agreement terminated, and thereupon, the Provider shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the City shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the Provider.

c. *Bankruptcy.* The Provider becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the Provider within 60 days.

20. **Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the City and the Provider. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

21. **City Representative and Address.** The City Engineer or his or her designee(s) shall serve as the City's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Ordinances, all notices from the Provider to the City pursuant to or concerning this Agreement, shall be delivered to the City's representative at

100 W Willard, UT 84340, or such other officer and address as the City may designate by written notice to the Provider.

22. **Provider Representative and Address.** The CEO David Bradshaw shall serve as the Provider's representative regarding administration of this Agreement. All notices from the City to the Provider shall be delivered to the following address:

2075 S Pioneer Rd ste B

Salt Lake City, UT 84104

(801) 217-9000

david@senawave.com

ladd@senawave.com

23. **Insurance.**

a. Before the Effective Date, the Provider shall file with the City a certificate of insurance, and thereafter continually maintain in full force and effect at all times for the Term of this Agreement at the expense of the Provider, a comprehensive general liability insurance policy, including underground property damage coverage, written by a company authorized to do business in the State of Utah with an A.M. Best rating of at least A-IX protecting the City against liability for loss of bodily injury and property damage occasioned by the installation, removal, maintenance or operation of the communications system by the Provider in the following minimum amounts:

i. \$1,000,000.00 combined single limit, bodily injury and real property damage in any one occurrence.

ii. \$2,000,000.00 aggregate.

b. The Provider shall also file with the City Recorder and City Engineer a certificate of insurance for a comprehensive automobile liability insurance policy written by a company authorized to do business in the State of Utah with an A.M. Best rating of at least A-IX protecting the City for all owned, non-owned, hired and leased vehicles operated by the Provider, with limits not less than \$2,000,000.00 each accident, single limit, bodily injury, and property damage combined.

c. The Provider shall also maintain, and by its acceptance of any franchise granted herein, specifically agrees that it will continually maintain throughout the Term workers compensation and employers' liability, valid in the State of Utah, in the

minimum amount of the statutory limit for workers compensation but no less than \$500,000.00 for employer's liability.

d. All liability insurance required pursuant to this Section, except for employers' liability, shall name the City as additional insureds and shall be kept in full force and effect by the Provider during the Term and until after the removal or abandonment with the approval of the City Engineer, all facilities installed by the Provider. Failure to maintain continuously the required insurance shall constitute a material breach of this Agreement. All policies shall be endorsed to give the City 30 days written notice of the intent to cancel by either the Provider or the insurance company. The Provider may utilize primary and umbrella liability insurance policies to satisfy the requirements of this Section.

24. **Indemnification.** The Provider agrees to indemnify, defend and hold the City harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the Provider's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the City in defense of such claims. The City shall promptly give written notice to the Provider of any claim, demand, lien, liability, or damage, with respect to which the City seeks indemnification and, unless in the City's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the CITY shall permit the Provider to assume the defense of such with counsel of the Provider's choosing, unless the City reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, the Provider shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with grossly negligent acts or omissions of the City.

25. **Bonds and Surety**

a. Except as expressly provided herein, the grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence.

b. Notwithstanding the above provisions, the Grantee shall be responsible for standard performance bonds and insurance required for encroachment permits for work done within Public Ways.

26. **General Provisions.**

a. *Binding.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, personal representatives, successors and assigns.

b. *Utah Law.* This Agreement shall be controlled, construed and enforced in accordance with the laws of the State of Utah. The parties agree that the venue of any action arising out of his Agreement shall be in Salt Lake County, Utah.

c. *Amendments.* This Agreement may be amended or modified only by a written instrument executed by both parties.

d. *Authority.* The parties to this Agreement represent that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Provider represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. The parties warrant to each other that the individuals executing this Agreement on behalf of their respective party are authorized and empowered to bind the party on whose behalf each individual is signing. The Provider represents to City that by entering into this Agreement that the Provider has bound all persons and entities having a legal or equitable interest to the terms of this Agreement as of the Effective Date.

e. *Entire Agreement.* This Agreement supersedes any other agreements, either oral or writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and Agreements between the parties with respect to said services.

In witness whereof, this Agreement has been executed by the parties effective on the date stated under that party's signature line.

CITY

Signature: _____

Print Name: _____

Title: _____

Date: _____

Approved as to form:

City Attorney

PROVIDER

Signature: _____

Print Name: _____

Title: _____

Date: _____

State of _____)

County of _____) §

On this ____ day of _____, 2025, personally appeared before me
_____ (*name of document signer*), whose identity is personally
known to me (or proven on the basis of satisfactory evidence) and who by me duly
sworn/affirmed, did say that he/she is the _____ (*title of office*) of
_____ (*name of corporation*) and
that said document was signed by him/her in behalf of said Corporation by Authority of its
Bylaws, or (Resolution of its Board of Directors), and said
_____ (*name of document signer*) acknowledged to me that
said Corporation executed the same.

Notary Public

North Wasatch Front Vaix



Zoom to

Provider

Vaix Inc. DBA Senawave
Communications

BSL Count

212

White Rock
6,133 Feet

Main St

Highway 315

WASATCH-CACHE
NATIONAL

Willard
9,406

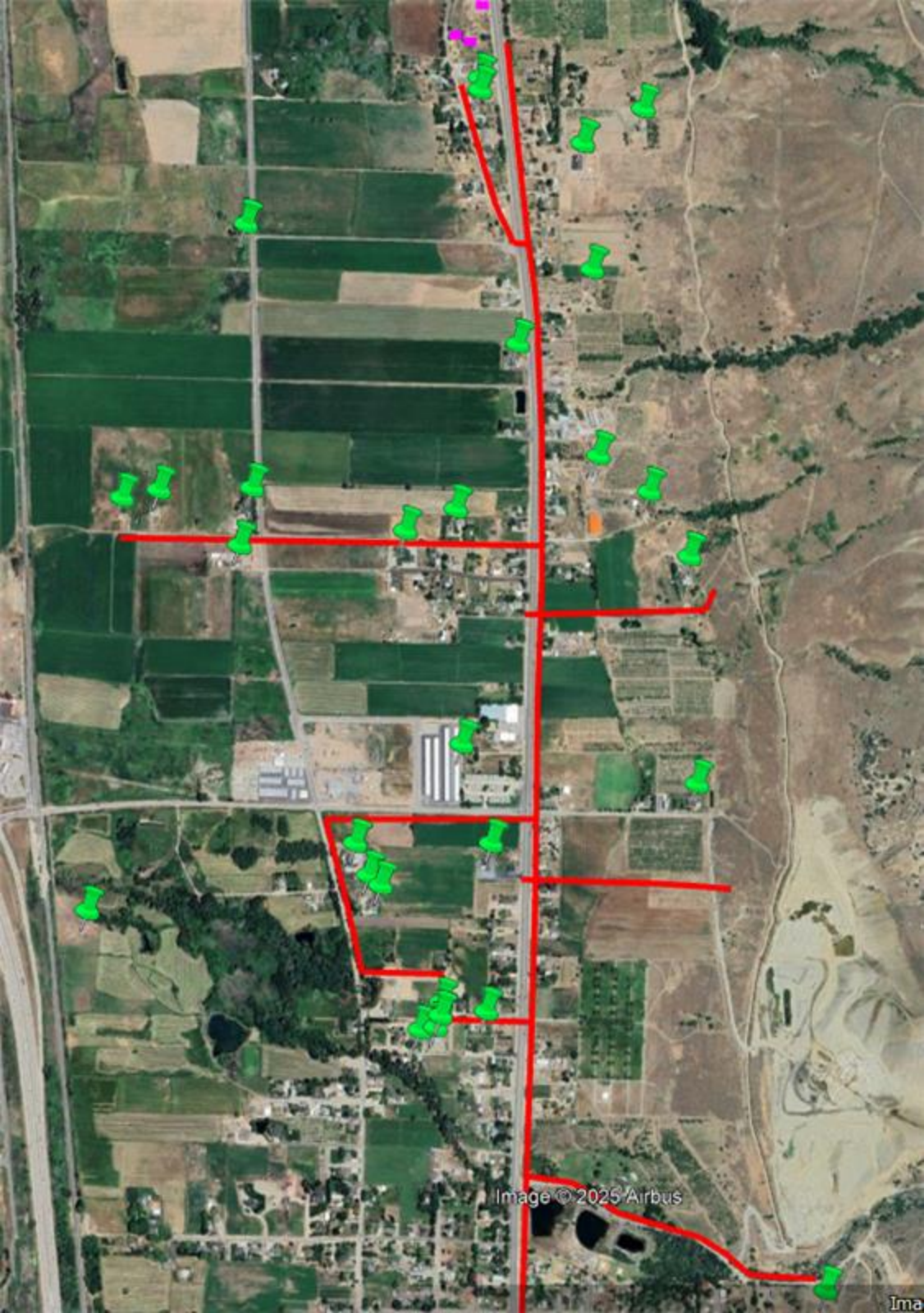
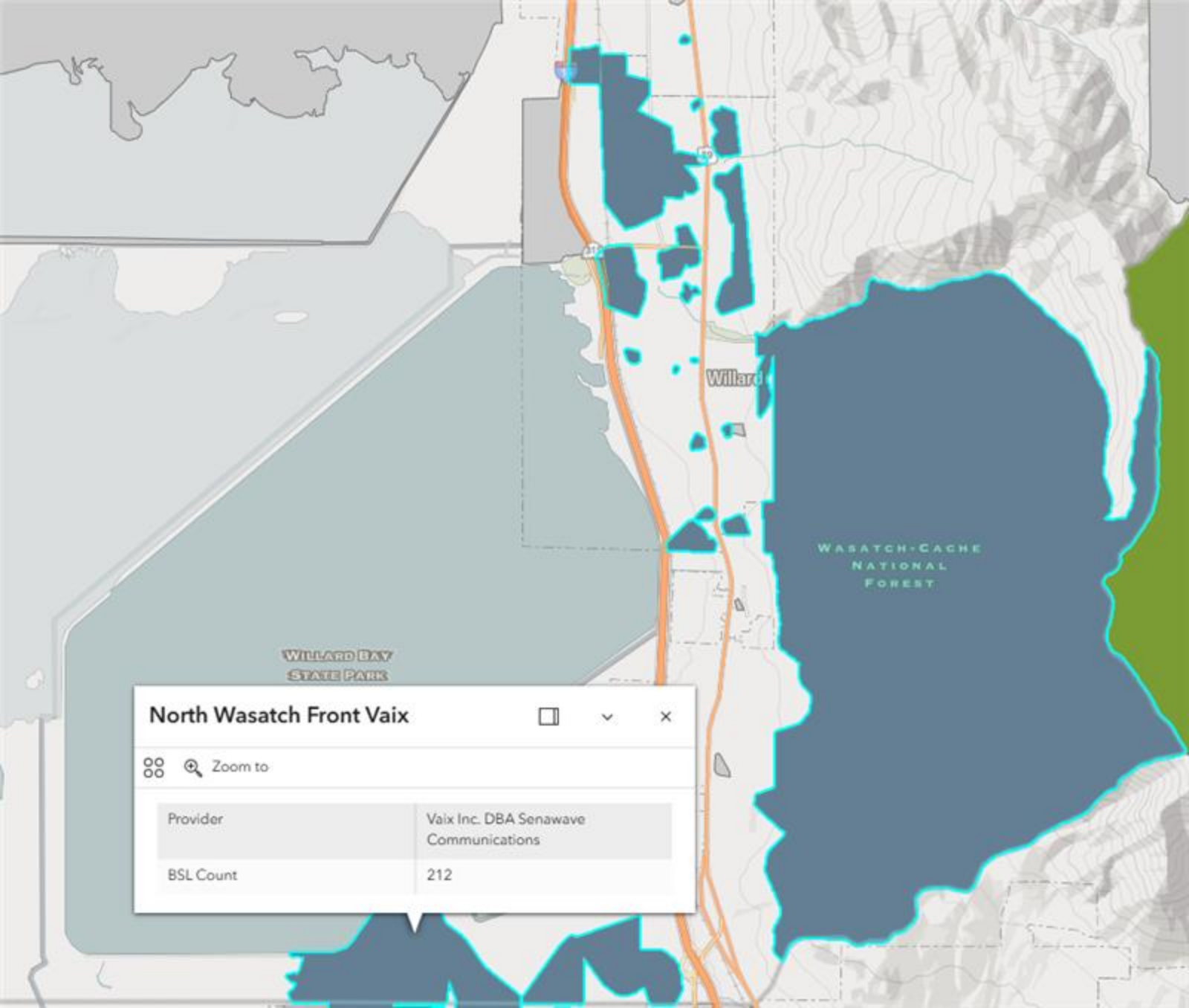


Image © 2025 Airbus

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North Wasatch Front Vaix



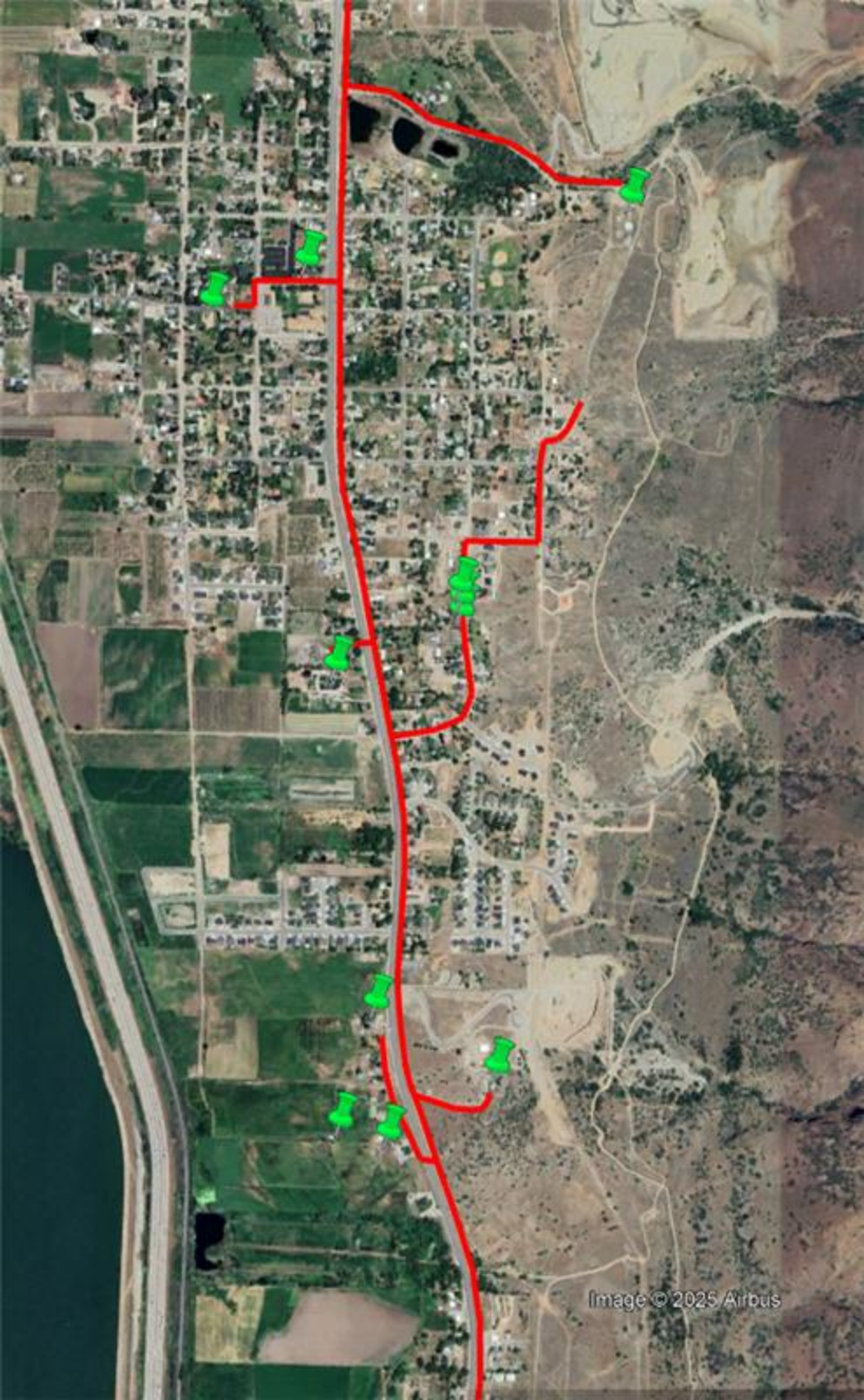
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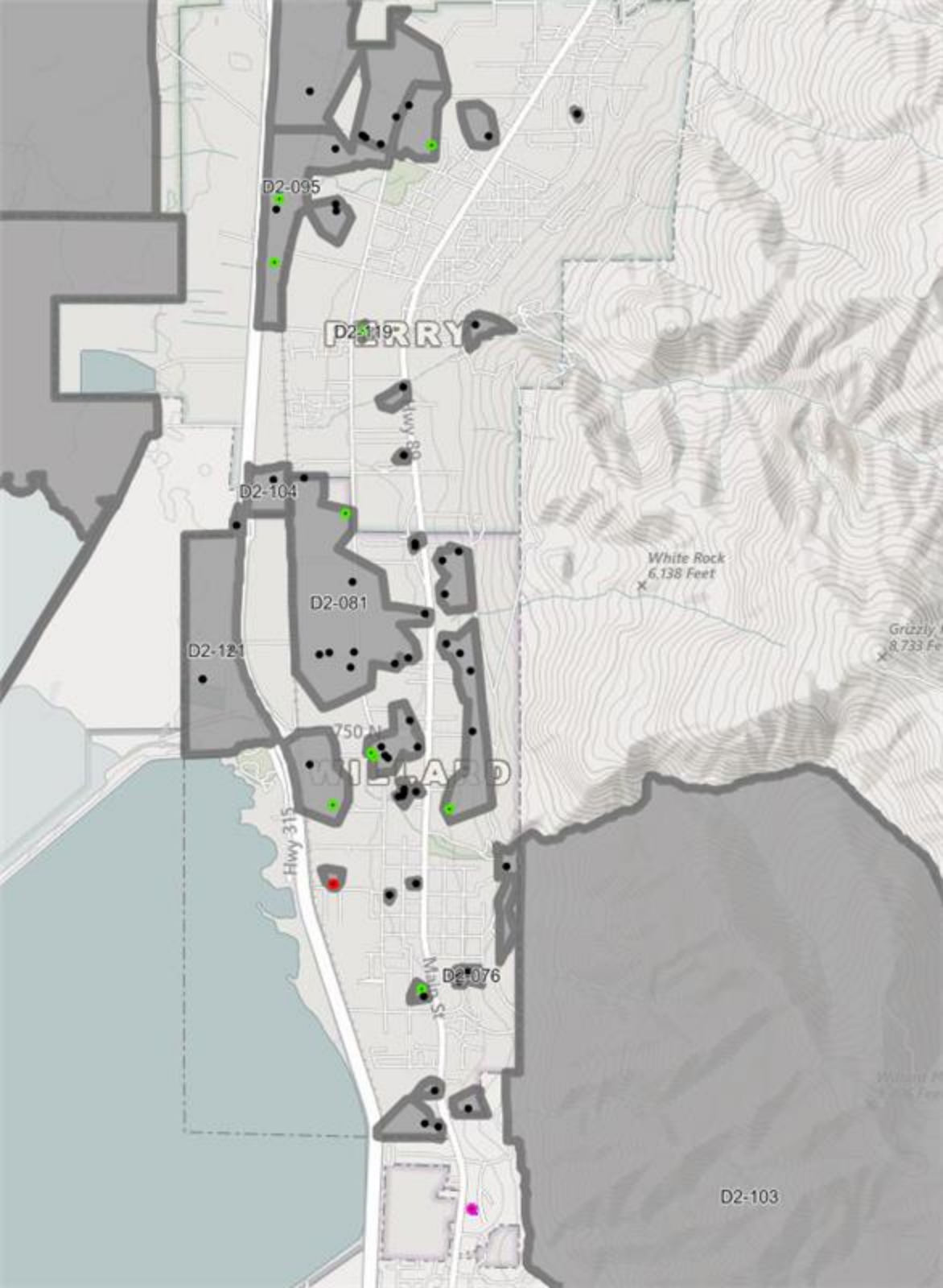
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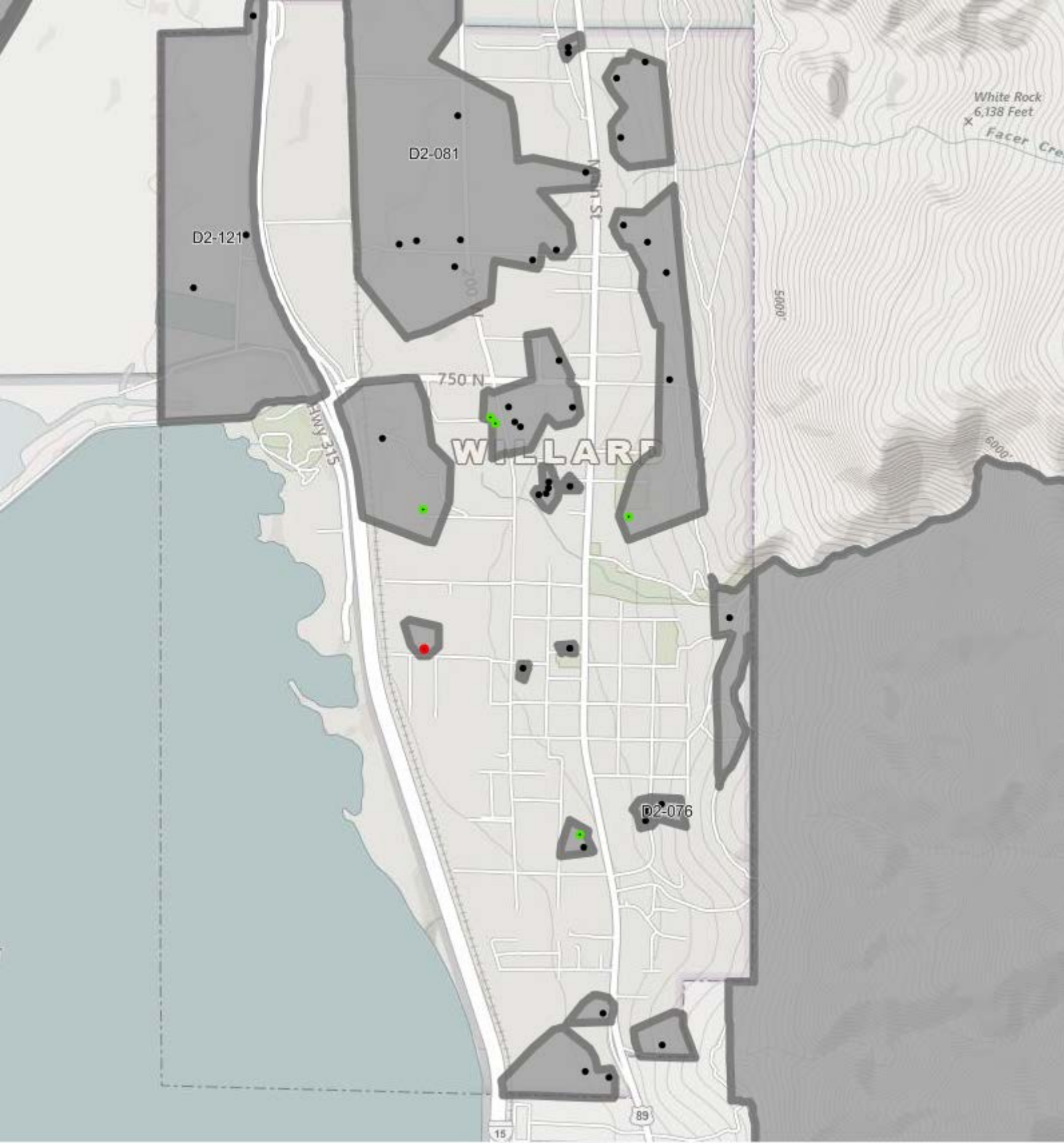
Vaix Inc. DBA Senawave
Communications

BSL Count

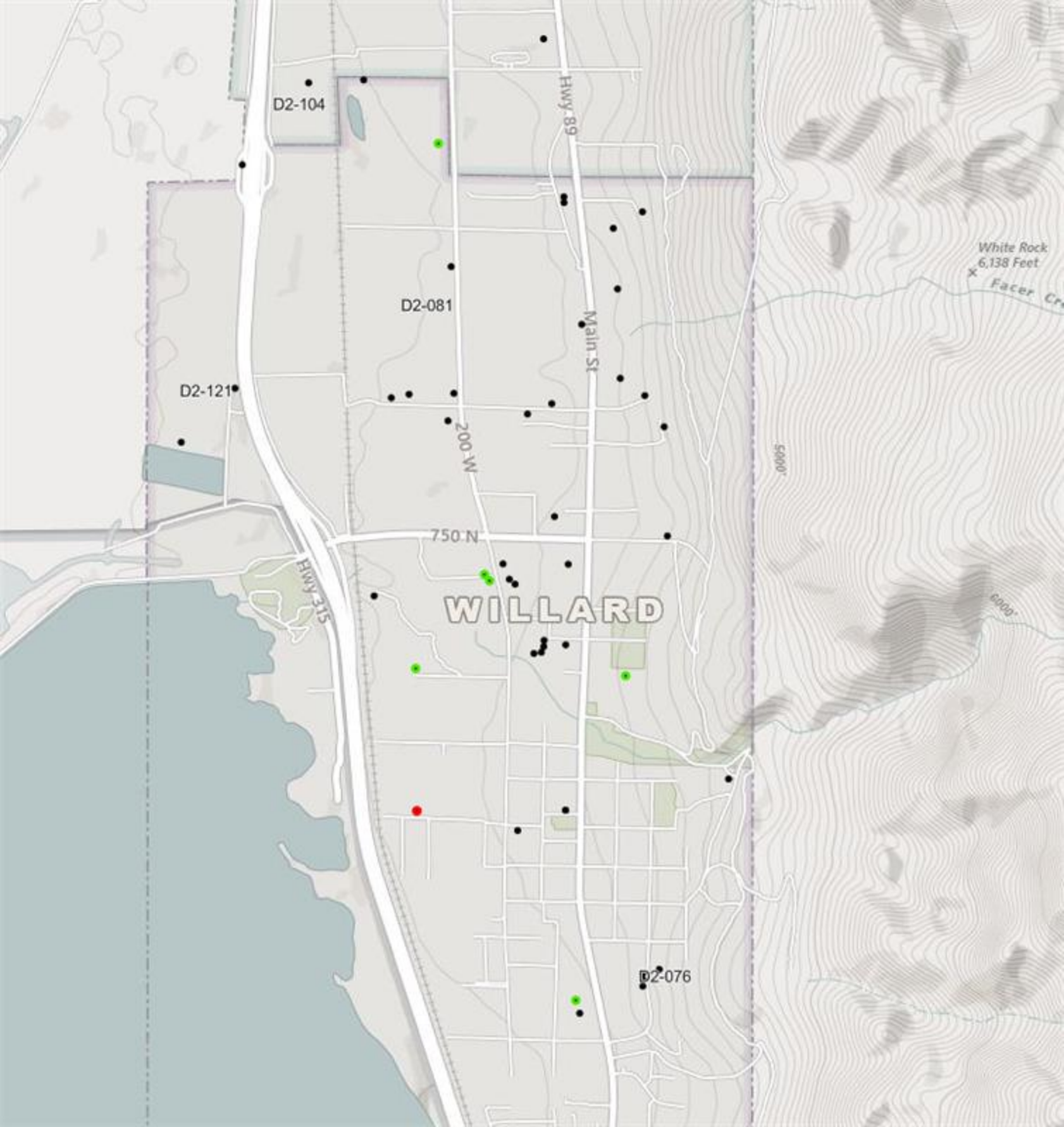
212











RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Willard City
80 W. 50 S.
Willard, Utah 84340

Affecting Tax Parcel No. 02-045-0003

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the “**Agreement**”) is made and entered into this ____ day of _____, 2025, by and between by and between WELLS FAMILY INVESTMENTS, LLC, W. ARNELL WELLS, LLC, WELLS BROTHERS INVESTMENTS, LC (hereinafter collectively referred to as “**Wells**” or “**Grantor**”), and WILLARD CITY, a body corporate and politic of the State of Utah (hereinafter “**the City**” or “**Grantee**”). Wells and the City are hereinafter referred to collectively as the “**Parties**” and individually “**Party**.”

RECITALS

A. Wells is the record owner of certain real property (the “**Wells Property**”) located near Willard City in Box Elder County, Utah, further identified in Box Elder County records as Tax Parcel No. 02-045-0003, and more particularly described in **Exhibit “A”** attached hereto and incorporated by reference;

B. The Parties desire to enter into this Agreement whereby the City will obtain a certain limited access easement and pipeline utility easement across the Wells Property in exchange and consideration for the City entering into a concurrent agreement providing and supplying Wells certain water rights and connections to the water line and public culinary water maintained and/or controlled by the City around the Wells Property (the “**Water Agreement**,” incorporated herein by reference); and

C. The Parties desire that said access easement and pipeline utility easement be on the terms, covenants, and conditions set forth herein.

AGREEMENT

NOW THEREFORE, incorporating the foregoing recitals and in consideration of the mutual agreements and covenants contained herein and for other value consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Access Easement and Utility Easement. Expressly provided that the Water Agreement has been finalized, executed, and recorded concurrently herewith, Wells hereby grants to the City the following perpetual, non-exclusive access easement (“**Access Easement**”), which is more particularly and legally described in **Exhibit “B”** attached hereto, and pipeline utility easement (“**Utility Easement**”), which is more particularly and legally described in **Exhibit “C”** attached hereto (the Access Easement and Utility Easement are collectively referred to herein as the “**Easement**” or the “**Easement Area**”). For the benefit of the Parties, and to avoid confusion as to the location and scope of the Easement, a professional survey has been attached as **Exhibit “D”** hereto, which shall be used for general depiction only. The Easement shall be in, on, under, across, and along that certain portion of the Wells Property as described herein, and shall be for the purposes and subject to the terms and conditions set forth in this Agreement. The location and configuration of the Easement may only be adjusted in writing by the mutual agreement of the Parties. Any such adjustment shall be memorialized in a mutually executed amendment to this Agreement. Except as described herein, Wells shall retain the full use and enjoyment of the Wells Property. Any access to and/or use by the City of the Easement is limited by and subject to the terms and conditions of this Agreement.

2. Use and Purposes.

2.1 The Utility Easement granted herein may be used by the City for the purpose of constructing, installing, using, maintaining, operating, repairing, inspecting, replacing, removing, and accessing that certain twenty-five foot (25’) wide pipe system for a utility pipelines (“**Pipelines**”) from and between the property owned by the City, situated adjacent to the Wells Property, and Highway 89, in the County of Box Elder, State of Utah, and for lawful purposes ancillary thereto.

2.1.1 **Before** commencing any Pipeline construction, installation, or repair work on the Easement Area, other than on an emergency basis, the City shall first (a) notify Wells in writing of the scope and schedule of work and any potential impacts to the private road(s) / haul road(s) located on the Wells Property, (b) confer, collaborate, and cooperate with Wells so as to minimize any disruptions to, impacts to, or interference with the Wells Property, the private road(s) / haul road(s) on the Wells Property, the use of the Wells Property, and/or any other commercial or private operations on the Wells Property, and (c) obtain Wells’s prior written consent (which consent may be reasonably conditioned, but not unreasonably withheld). During the periods of the City’s construction, installation, and repair of the Pipeline, the City will have a non-exclusive, temporary easement for the construction, installation, and repair work, as mutually agreed upon by the Parties (“**Construction Easement**”). All such City construction, installation, and repair work must be diligently pursued to completion. The Construction Easement shall automatically terminate upon the completion of the subject Pipeline construction, installation, or repair work. Notwithstanding the foregoing, in the event of emergency such as failure or damage to the pipeline, the City may access the Easement Area to perform emergency repairs and shall provide notice to Wells as soon as possible.

2.1.2 The Utility Easement will be located in or alongside the existing private road(s) / haul road(s) situated on the Wells Property (as generally depicted on **Exhibit “D”**) and is not intended to interfere in any way with the Wells Property. The City, for itself, for its

Successors and Visitors, and for all present and future Occupants of the Property, does hereby acknowledge, confirm and agree, without limitation, that, except for minimal, temporary, and reasonable interference necessary to construct, install, and repair the Pipeline during the term of any Construction Easement, it will exercise its best efforts to not make any use of the Utility Easement or Easement which will interfere with (a) any use of the Wells Property (including, but not limited to the private road(s) / haul road(s) located thereon), by Wells's Successors or Visitors, or by any Occupants of the Wells Property, (b) or any private or commercial operations conducted on the Wells Property. For purposes hereof, "**Successors**" of a party shall mean the heirs, grantees, assignees and successors in title to the subject Party's property; "**Visitors**" shall mean the employees, customers, agents, visitors and other licensees and invitees of the subject Party; and "**Occupants**" shall mean the owners, tenants, subtenants, occupants and all other parties in possession of the subject Party's property.

2.2 The Access Easement granted herein may be used by the City for the purpose of pedestrian and vehicular ingress, egress, and access over the Easement to, from, and between the property owned by the City, situated adjacent to the Wells Property, and 750 North and State Highway 89, in the County of Box Elder, State of Utah. When using such Access Easement, the City shall avoid entering any mining or other active operations on the Wells Property.

2.2.1 The Access Easement will be located within the existing private road / haul road on the Wells Property (as generally depicted on **Exhibit "D"**) and is not intended to interfere in any way with the Wells Property or any private road(s) / haul road(s), or the current or future use of the Wells Property, or the private road(s) / haul road(s). The Parties expressly agree that the Access Easement may be relocated by Wells upon six (6) months written notice, at the Wells' sole cost and expense, in the event of future subdivision or development of the Wells Property, provided, however, that the Access Easement will continue to provide the City reasonable access to the Easement Area for all purposes articulated herein. In the event of and prior to the relocation of the Access Easement, Wells will consult with the City Engineer to ensure the City has reasonable access to the Easement Area. The City, for itself, for its Successors and Visitors, and for all present and future Occupants of the Property, does hereby acknowledge, confirm and agree, without limitation, that it will not make any use of the Access Easement or Easement Area which will interfere with (a) any use of the Wells Property (including, but not limited to the private road(s) / haul road(s) located thereon), by Wells's Successors or Visitors, or by any Occupants of the Wells Property, (b) any future subdivision or lot layout of the Wells Property (or any portion thereof) as contemplated in the Water Agreement, if any, or (c) any private or commercial operations conducted on the Wells Property.

2.3 When using the Easement (including the Utility Easement and Access Easement) and/or accessing the Easement Area, the City must comply with all applicable state, local and federal laws, rules, regulations, and permits and safety protocols, including, without limitation, checking in with any operational site supervisor prior to any entry, access, or use of the Easement Area that is near, around, or within the boundaries of any active mining, quarry, or other active operations. Wells shall have the right (but not the obligation) to accompany (or have Wells's designee accompany) the City on any such entry upon the Easement Area.

2.4 Wells, for itself, for its Successors and Visitors, and for all present and future Occupants of the Wells Property, does hereby acknowledge, confirm, and agree, without limitation, that it will not make any use of the Easement Area which will unreasonably interfere with the City's authorized use of such Easement Area.

2.5 THE PROVISIONS OF THIS AGREEMENT SHALL NOT BE DEEMED TO CONSTITUTE A DEDICATION FOR PUBLIC USE OR TO CREATE ANY RIGHTS IN THE GENERAL PUBLIC.

2.6 The Easement granted herein is not exclusive to the grantee, and Wells hereby reserves the right(s) (a) to grant further rights in and to permit other uses of the Easement Area, and (b) for itself and its Successors, Visitors and Occupants to use the Easement Area, in each case so long as said other uses are not inconsistent with and do not unreasonably interfere with the authorized use of the Easement Area by the City as granted herein, and in each case subject to the provisions and limitations of this Agreement.

3. Maintenance, Repair, Indemnity and Insurance. The City hereby agrees:

3.1 Not to fence the Easement or Easement Area or utilities contained within such Easement Area and not to erect any type of building, obstruction, barrier, or other improvement of a permanent nature in or along the private road(s) / haul road(s) on the Wells Property or in any way permanently prevent, hinder or delay use of the private road(s) / haul road(s) by Wells, its Successors or Visitors, or present or future Occupants of the Wells Property with the exception of (a) incidental, temporary encroachments upon the Easement Area which may occur in conjunction with the construction, installation, maintenance, or repair of the Pipeline pursuant to and in compliance with the terms and conditions of this Agreement (including, without limitation, the provisions of Article 2 above), provided such encroachments are mutually agreed upon by the Parties prior to commencement of any such work and the subject work is diligently pursued to completion; (b) reasonable traffic or animal controls approved in advance by Wells as may be necessary to guide and control the orderly flow of traffic and implement the safety and security of either Party's operations, so long as the Easement Area is not unreasonably hindered, closed, or blocked; and/or (c) for temporary blockage of certain areas deemed necessary by the Parties to prevent a public dedication of an easement or access right;

3.2 To keep the Wells Property and Easement Area free and clear of any liens arising out of any work performed, materials furnished, or obligations incurred by the City (or its Successors);

3.3 To maintain the Easement Area in good condition and repair and to repair any damage the City, its contractors, agents and/or employees cause to the Wells Property or Easement Area (including, but not limited to, any damage caused to the private road(s) / haul road(s), whether before, during, or after installation of the Pipeline);

3.4 To comply with all applicable state, local and federal laws, rules, regulations and permits and safety protocols of any active operations being conducted on the Wells Property;

3.5 To obtain, at the City's sole cost and expense, all applicable permits and other government authorizations for the construction, use, maintenance, operation, alteration, addition to, repair, replacement, reconstruction, inspection and removal of the Pipeline and/or utilities within the Easement;

3.6 To indemnify, defend and hold harmless Wells (and its Successors, parent company and affiliates, and their respective directors, shareholders, officers, employees, contractors and agents) against any loss, damage, and/or injury caused by any act or omission of the City or of its Successors, agents, contractors and/or employees; and

3.7 To comply with the following insurance requirements: During the term of this Agreement, the City shall, at its sole cost and expense, obtain and keep in full force and effect commercial general liability insurance on an occurrence basis (of no less than \$2 Million limits, including, contractual liability, broad form property damage, pollution liability, products liability, completed operations, contractors liability, and protective liability), automobile liability insurance (of no less than \$2 Million limits, including, without limitation, owned, non-owned and hired automobile liability) and Worker's Compensation in accordance with statutory requirements and employer's liability insurance as will adequately protect Wells. The commercial general liability policy and the automobile liability policy required to be carried by the City pursuant to this Agreement shall: (i) be endorsed to (a) name Wells and its parent company and affiliates, and their respective officers, directors, employees and agents as additional insureds ("**Additional Insureds**") and (b) state that the insurance provided by the City shall apply as primary insurance without the right of contribution from any other insurance coverage of Wells which shall be excess only; and (ii) contain a waiver by the insurer of any right to subrogation against Wells and the other Additional Insureds. Before commencing any work or activities on the Easement Area, the City will provide Wells with a certificate of insurance, evidencing that the coverage required by this section is in place, and containing the provisions specified herein. The City shall require and verify that all the City's contractors and agents that use, access, and/or engage in any work or activities on or about the Easement Area maintain insurance meeting all the requirements stated in this sub-section and name Wells and the other Additional Insureds as additional insureds on such insurance. The City releases Wells and the other Additional Insureds from any liability for injury to any person or damage to property that is caused by or results from any risk insured against under any insurance policy required by this Agreement or any other valid and collectible insurance policy otherwise carried by the City.

4. Recognition of Title. The Easement granted herein is subject to all valid and existing licenses, easements, reservations, conditions and matters of public record affecting the Wells Property as of the date this Agreement is recorded in the Official Records of Box Elder County and not otherwise subordinated hereto.

5. Successors and Assigns. The Easement shall run with the land, may not be assigned or transferred separate or apart from the parcels which they burden or benefit, and shall bind and inure to the benefit of the owners of the Wells Property and their respective Successors in title and Occupants.

6. General Provisions.

6.1 Notices. Any notice or other communication pursuant to this Agreement shall be given in writing by (a) personal delivery, or (b) reputable overnight delivery service with proof of delivery, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith. Any notice so given shall be deemed to have been given upon actual receipt or refusal to accept delivery. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

To Wells: Wells Family Investments, LLC
4 N 100 E
Willard, Utah 84340

And

Wells Brothers Investments, LC
781 N 800 W
Brigham City, Utah 84302

And

W. Arnell Wells, LLC
1244 N Main
Willard, Utah 84340

To City: Willard City
80 W 50 S
P.O. Box 593
Willard, Utah 84340
Attn: City Manager
Telephone: 435-734-9881

6.2 Merger/Entire Agreement. All Attachments and Exhibits to which reference is made in this Agreement are deemed incorporated into the Agreement whether or not actually attached. This Agreement (including the Attachments, Exhibits and Recitals) is intended to be the entire agreement of the Parties with respect to the subject matter hereof. Except as noted in this paragraph, all prior negotiations and written and contemporary oral agreements between the Parties and their agents with respect to the express subject matter of this Agreement are merged in

this Agreement together with its exhibits. This Agreement may be modified only by a writing signed by both Parties.

6.3 Governing Law. This Agreement is to be governed by, and construed in accordance with, the internal laws of the State of Utah, without giving effect to any choice or conflict of law provisions or rule which would cause the application of the laws of any jurisdictions other than the State of Utah. Venue for any legal proceeding shall be in the County in which the Wells Property is located. Each Party hereto irrevocably waives all right to trial by jury in any action, proceeding, or counterclaim arising out of or relating to this Agreement.

6.4 Attorneys' Fees. If any Party hereto institutes an action or proceeding, for injunctive relief, for specific performance of the obligations hereunder, for an alleged breach or default of this Agreement, the Party determined by the court to be the prevailing Party shall be entitled to its reasonable attorneys' and legal fees and costs incurred, in addition to any other damages or relief awarded.

6.5 Miscellaneous. Time shall be of the essence as to all dates and times of performance. Any obligation that falls due or specified time period which ends on a Saturday, Sunday or legal holiday shall be deemed to fall due or end on the next business day. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction or rendered by the adoption of a statute by the State of Utah or the United States invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. The waiver by one Party of the performance of any covenant, condition or promise, or of the time for performing any act under this Agreement, shall not invalidate this Agreement nor shall it be considered a waiver by such Party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any other remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedies unless they are expressly excluded. Each Party has received independent legal advice from its attorney(s) with respect to this Agreement and the transaction which is the subject of this Agreement. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any Party based upon any attribution to such Party as the sole source of the language in question. The Parties agree that nothing contained herein shall constitute either Party the agent or legal representative of the other for any purpose whatsoever, nor shall this Agreement be deemed to create or constitute any partnership, agency, joint venture, or form of business organization between the Parties hereto, nor is either Party granted the right or authority to assume or create any obligation or responsibility on behalf of the other Party. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any person or entity other than the Parties hereto.

[Signatures on Following Page]

By: Eleanor R. Wells
Its: Owner/Manager

BEFORE ME THE UNDERSIGNED, a Notary Public, within and for said State and County, on this ____ day of _____, 2025, personally appeared ELEANOR R. WELLS, the Owner/Manager of W. Arnell Wells, LLC, a limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

WELLS BROTHERS INVESTMENTS, LC

By: Brad Wells

Its: Manager

STATE OF UTAH)
 ss
COUNTY OF BOX ELDER)

BEFORE ME THE UNDERSIGNED, a Notary Public, within and for said State and County, on this ____ day of _____, 2025, personally appeared BRAD WELLS, the Manager of Wells Brothers Investments, LC, a limited company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Notary Public

WILLARD CITY CORPORATION

By:
Willard City Mayor

ATTEST:

By:
Willard City Recorder

EXHIBIT "A"

(Legal Description of the Wells Property)

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23,
TOWNSHIP 8 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE AND MERIDIAN,
LESS THE PROPERTY FORMING THE CANAL.

Cont. 38.61

Tax Parcel No. 02-045-0003

EXHIBIT "B"

(Legal Description of the 10' Access Easement)

A 10.00 FOOT WIDE ACCESS EASEMENT BEING 5.00 FEET LEFT AND 5.00 FEET RIGHT OF THE FOLLOWING DESCRIBED ALIGNMENT SITUATED IN THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE NORTH LINE OF ARNELL WELLS LLC ETAL PROPERTY, TAX ID NO. 02-045-0003 LOCATED 860.97 FEET NORTH 89°10'17" WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER AND 1343.00 FEET SOUTH 00°00'00" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 23;

RUNNING THENCE SOUTH 21°55'35" WEST 4.87 FEET; THENCE SOUTH 23°47'49" WEST 125.69 FEET; THENCE SOUTHERLY TO THE LEFT ALONG THE ARC OF A 422.17 FOOT RADIUS CURVE, A DISTANCE OF 130.33 FEET, CHORD BEARS SOUTH 14°57'09" WEST 129.82 FEET, HAVING A CENTRAL ANGLE OF 17°41'19"; THENCE SOUTH 06°26'24" WEST 282.93 FEET; THENCE SOUTH 00°00'00" EAST 140.58 FEET; THENCE SOUTHWESTERLY TO THE RIGHT ALONG THE ARC OF A 60.96 FOOT RADIUS CURVE, A DISTANCE OF 83.05 FEET, CHORD BEARS SOUTH 39°01'49" WEST 76.77 FEET, HAVING A CENTRAL ANGLE OF 78°03'38"; THENCE SOUTH 81°34'18" WEST 10.11 FEET TO THE CENTERLINE OF THE OGDEN BRIGHAM CANAL AND THE TERMINUS OF THIS EASEMENT.

EXHIBIT "C"

(Legal Description of the 25' Pipeline Utility Easement)

A 25.00 FOOT WIDE ACCESS AND WATERLINE EASEMENT BEING 12.50 FEET LEFT AND 12.50 FEET RIGHT OF THE FOLLOWING DESCRIBED ALIGNMENT SITUATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE NORTH LINE OF ARNELL WELLS LLC ETAL PROPERTY, TAX ID NO. 02-045-0003 LOCATED 1008.72 FEET NORTH 89°10'17" WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER AND 1343.35 FEET SOUTH 00°00'00" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 23;

RUNNING THENCE SOUTH 10°52'53" WEST 700.49 FEET; THENCE SOUTH 38°04'34" EAST 220.85 FEET; THENCE SOUTHERLY TO THE NON-TANGENT CURVE TO THE LEFT ALONG THE ARC OF A 290.92 FOOT RADIUS CURVE, A DISTANCE OF 35.71 FEET, CHORD BEARS SOUTH 02°54'49" WEST 35.69 FEET, HAVING A CENTRAL ANGLE OF 07°01'58"; THENCE SOUTH 03°23'30" EAST 398.41 FEET; THENCE SOUTHERLY TO THE LEFT ALONG THE ARC OF A 668.03 FOOT RADIUS CURVE, A DISTANCE OF 44.99 FEET, CHORD BEARS SOUTH 05°19'15" EAST 44.98 FEET, HAVING A CENTRAL ANGLE OF 03°51'31" TO THE SOUTH LINE OF SAID ARNELL WELLS LLC ETAL PROPERTY AND THE TERMINUS OF THIS EASEMENT.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Wells Family Investments, LLC
4 N 100 E
Willard, Utah 84340

Affecting Tax Parcel No. 02-045-0003

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WATER AGREEMENT

This WATER AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2025, by and between WELLS FAMILY INVESTMENTS, LLC, W. ARNELL WELLS, LLC, WELLS BROTHERS INVESTMENTS, LC (hereinafter collectively referred to as “**Wells**” or “**Water User**”), and WILLARD CITY, a body corporate and politic of the State of Utah (“**City**”). Wells and the City are hereinafter referred to collectively as the “**Parties**” and individually “**Party**.”

RECITALS

A. Wells is the record owner of certain real property (the “**Wells Property**”) located near Willard City in Box Elder County, Utah, further identified in Box Elder County records as Tax Parcel No. 02-045-0003, and more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference;

B. Wells desires to develop the Wells Property at some point in the future, after current mining and quarry operations have concluded on the Wells Property;

C. In exchange for a certain limited access easement and pipeline utility easement across the Wells Property, as defined and more particularly described in that certain Easement Agreement of even date and executed by the Parties concurrently herewith, which is expressly incorporated herein by reference, the City agrees to provide to Wells and the Wells Property as consideration for the Easement Agreement culinary water in the event the Wells Property is developed in the future, subject to the terms of this agreement. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Easement Agreement and Water Agreement, respectively.

D. Per Section 24.80.140 (Water Rights) of the City’s Zoning Code and the City’s water rights acquisition policy and conveyance requirements (collectively “**City Water Rights Requirements**”), the City Council may, in its discretion and with advice from the City Public Works Director and City Engineer, accept an amount “in lieu of actual conveyance of water rights.” In accordance with the City Water Rights Requirements, the City finds the conveyance of the limited access easement and pipeline utility easement from Wells to the City pursuant to the terms and conditions of the Easement Agreement qualifies as a sufficient amount “in lieu of actual conveyance of water rights” in the event the Wells Property is developed as contemplated in, and subject to, the terms of this Agreement.

E. The Parties desire to enter into this Agreement whereby the City agrees to provide culinary water to Wells in the event of any proposed future development on the Wells Property, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, incorporating the above recitals and in consideration of the promises, covenants, representations, and warranties hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Provision of Water. The City agrees to make available for use at the Wells Property a sufficient supply of culinary water to service the Wells Property and the anticipated future lots on the Wells Property up to and not to exceed thirty (30) equivalent residential units. This Agreement does not approve any future rezone or subdivision of the Wells Property. The Parties understand that as of the effective date of this Agreement, no proposed plat of subdivision has been approved by the City, and that by this Agreement, the City is not approving any such plat or waiving any requirement to obtain such City approval for a proposed development and/or subdivision, or waiving potentially applicable equitable, proportionate and reasonable impact fees pursuant to the Utah Impact Fees Act (U.C.A § 11-36a) and the City's Impact Fee Ordinance. Any proposed development put forth by Wells will remain subject to applicable subdivision law and compliance with governmental requirements (including, obtaining future approval of necessary zoning changes). However, by this Agreement, the City agrees to reserve a sufficient quantity of culinary water to at least supply the anticipated thirty (30) lots on the Wells Property, subject to City's final approval (in its municipal capacity) of a proposed development put forth by Wells in the future. For the avoidance of doubt, the Parties agree that (a) this Agreement will satisfy the water rights requirements applicable to Wells's anticipated future subdivision and development of the Wells Property under applicable state and local law and the City's Municipal Code, standards, policies, ordinances, and regulations (as such may be amended), including, but not limited to, Section 24.80.140 (Water Rights) of the City's Zoning Code and the City's water rights acquisition policy and conveyance requirements, and (b) Wells (and its successors and assigns) will not be required to furnish any further water rights (by conveyance, dedication, payment, or otherwise) as a condition to, as a requirement of, or as part of the application for or approval of such development.

2. Wells Notice. To exercise its rights under this Agreement, Wells shall notify the City of its intention to commence efforts to develop the Wells Property as contemplated in this Agreement by no later than one hundred (100) years after the Effective Date of this Agreement.

3. Rate. At the time a water rate is charged by the City for the development of the Wells Property, the rate charged shall be the same rate charged other City users for similar water services from the City's water system as established by the City Council from time to time in accordance with the City Municipal Code, applying any available rebates and/or discounts.

4. Water User's Cooperation. Wells shall cooperate with the City and be responsible for obtaining all permits, and any and all other necessary approvals and/or extension agreement that may be required for Water User's use of the City's culinary water system. The Parties agree to execute any and all documents which might be reasonably required to implement the provisions of this Agreement.

5. Disclaimer; Force Majeure. Wells acknowledges and agrees that water availability may be determined by factors beyond the City's control, including but not limited to drought. If either Party is delayed in or prevented from the performance of any act required under this Agreement by reasons not the fault of the Party and beyond the control of such Party, performance of the action in question shall be excused for the period of delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

6. Limitation of Damages. Notwithstanding anything to the contrary contained in this Agreement, under no circumstances will Wells or the City be liable under this Agreement or otherwise for lost profits, lost opportunity, indirect, consequential, punitive, or special damages regardless of the nature of the default or the basis of the claim.

7. Rules and Regulations. Water User agrees to follow all rules and/or regulations duly adopted by the City Council, which apply to City water users, subject to any applicable exemptions. Any modifications or amendments subsequently adopted by City Council action shall only be applied to Water User prospectively and not retroactively.

8. Recordation. It is understood and agreed that this Agreement may be recorded in the Official Records of Box Elder County.

9. Effective Date. This Agreement shall become effective as of the date first hereinabove written.

10. Construction; Severability. Headings used in this Agreement are for convenience or reference only and are not intended to govern, limit, or aid in the construction of any term or provision hereof. The Parties have participated jointly in negotiating and drafting this Agreement. If a question of interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any provision of this Agreement. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereunder" and other terms of like or similar import, will be deemed to refer to this Agreement as a whole (including Exhibits) and not to any particular section, subsection or paragraph. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction or rendered by the adoption of a statute by the State of Utah or the United States invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

11. Choice of Law; Venue. This Agreement is to be governed by, and construed in accordance with, the internal laws of the State of Utah, without giving effect to any choice or conflict of law provisions or rule which would cause the application of the laws of any jurisdictions other than the State of Utah. Venue for any legal proceeding shall be in the County of Box Elder.

12. Waiver. The waiver by one Party of the performance of any covenant, condition or promise, or of the time for performing any act under this Agreement, shall not invalidate this Agreement nor shall it be considered a waiver by such Party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement.

13. Legal Advice. Each Party has received independent legal advice from its attorneys with respect to this Agreement.

14. Relationship of Parties. Parties agree that nothing contained herein shall constitute either Party, the agent or legal representative of the other for any purpose whatsoever, nor shall this Agreement be deemed to create or constitute any partnership, agency, joint venture, or form of business organization between the parties hereto, nor is either party granted the right or authority to assume or create any obligation or responsibility on behalf of the other Party.

15. Binding on Successors; No Obligations to Third Parties. This Agreement shall be binding upon and shall inure solely to the benefit of the Parties hereto, the owners of the Wells Property, and their respective successors in interest, and this Agreement and all covenants contained herein shall run with the land. This Agreement is made for the sole benefit of the Parties hereto and their respective successors and assigns. Except as otherwise expressly provided herein, this Agreement shall not confer any rights upon, nor obligate any of the Parties hereto, to any other person or entity.

16. Divisibility. In the event that Water User subdivides or sells a portion of the Wells Property, Water User may apportion and allocate the benefits and burdens of this Agreement between such parcels in Water User's discretion provided that the benefits and burdens to the City are not materially affected thereby, namely the provision of water for thirty (30) equivalent residential units. Likewise, Water User may apportion or allocate the benefits and burdens of this agreement between other parcels owned by Water User adjacent to the Wells Property, subject to the same conditions.

17. Notices. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, or (b) reputable overnight delivery service with proof of delivery, or (c) e-mail, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith. Any notice so given shall be deemed to have been given upon actual receipt or refusal to accept delivery. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Wells:

WELLS FAMILY INVESTMENTS, LLC
4 N 100 E
Willard, Utah 84340

WELLS BROTHERS INVESTMENTS, LC
781 N 800 W
Brigham City, Utah 84302

W. ARNELL WELLS, LLC
1244 N Main
Willard, Utah 84340

With a copy to:

HILLYARD, ANDERSON & OLSEN, P.C.

Attn: S. Drew Parkinson
595 S. Riverwoods Pkwy. Ste. 100
Logan, Utah 84321
Telephone: (435) 752-2610
Email: drew@hao-law.com

If to the City:

WILLARD CITY
Attn: City Manager
80 W 50 S
P.O. Box 593
Willard, Utah 84340
Phone: (435) 734-9881
Email: jkimpton@willardcity.com

18. Entire Agreement. The Easement Agreement, this Agreement, and all other Exhibits hereto, as well as the Recitals herein, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior understandings or agreements with respect to the subject matter hereof, including any prior letter(s) of intent. There are no oral representations, understandings or agreements covering the same subject matter as this Agreement. This Agreement may be modified only by a writing signed by both Parties. All Exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement whether or not actually attached.

19. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original as against the Party signing such counterpart, but which together shall constitute one and the same instrument.

[signatures on following page]

By: Eleanor R. Wells
Its: Owner/Manager

BEFORE ME THE UNDERSIGNED, a Notary Public, within and for said State and County, on this ____ day of _____, 2025, personally appeared ELEANOR R. WELLS, the Owner/Manager of W. Arnell Wells, LLC, a limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

By: Brad Wells
Its: Manager

BEFORE ME THE UNDERSIGNED, a Notary Public, within and for said State and County, on this ____ day of _____, 2025, personally appeared BRAD WELLS, the Manager of Wells Brothers Investments, LC, a limited company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

WILLARD CITY CORPORATION

By:
Willard City Mayor

ATTEST:

By:
Willard City Recorder

EXHIBIT “A”

(Legal Description of the Wells Property)

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23,
TOWNSHIP 8 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE AND MERIDIAN,
LESS THE PROPERTY FORMING THE CANAL.

Cont. 38.61

Tax Parcel No. 02-045-0003

Thoughts on the ordinance for ownership solid waste can discussion.

- Purpose

The purpose of this ordinance is to establish clear ownership and responsibility for solid waste containers used in the City's refuse collection program, ensuring consistency with other City-owned utility infrastructure.

- Ownership

All solid waste containers provided for refuse collection within Willard City are hereby declared to be the property of Willard City. Containers are assigned to residences or businesses for use but remain City property at all times.

- Assignment and Use

- Containers shall be assigned to each residence or business by the City.
- Residents and businesses are responsible for proper use and care of assigned containers.
- Containers shall not be removed, sold, or transferred except by the City.

- Replacement and Additional Containers

- Replacement containers due to damage, loss, or theft shall be provided by the City.
- Fees for replacement or additional containers may be established by resolution of the City Council.
- Residents shall promptly notify the City of any damaged or missing containers.