

May 6, 2026

Garden City Town Council
Garden City, Utah

Dear Mayor and Members of the Town Council,

Re: C-3 Rezone Application — Properties Along Pickleville Parkway

We are writing on behalf of two property owners seeking a C-3 zoning designation for their parcels along Pickleville Parkway. After presenting our application to the Planning Commission and receiving neither an approval nor a denial, we were directed to bring our request before the Town Council. We appreciate the opportunity to address you directly and hope this letter provides the clarity and context needed for the Council to act on our application.

Addressing the Kimball Lane Concern

The Planning Commission expressed concern that Kimball Lane is too narrow to safely accommodate additional traffic. We take that concern seriously, and we believe this rezone presents a concrete opportunity to address it. When the RV park was approved, the property owner donated a 10-foot strip along the full length of Kimball Lane to the City to facilitate future road improvements. We have spoken with the owner of the five-acre corner parcel, and he is prepared to make a similar donation of 10 feet along the length of Kimball Lane as a condition of the commercial zone change. This contribution would give the City the right-of-way needed to widen the road or construct a dedicated walking path — a meaningful public benefit that this rezone would help make possible.

Community Need for Storage Facilities

Some Commission members questioned whether a storage facility is needed or desired in the community. While we respect that perspective, the data suggests otherwise. Existing storage facilities in the area — particularly those that accommodate large boats and RVs — are operating with active waiting lists. Garden City is a recreational community with significant demand for secure, accessible vehicle and equipment storage. A facility designed to meet that specific need would directly serve residents and seasonal property owners who currently have no local option. We also note that the Planning Commission has already approved a storage shed business on a neighboring parcel, which further confirms that this use is appropriate for the corridor.

The Spot Zoning Concern Has Been Resolved

When we first applied for this rezone, last September, the Commission raised a spot zoning concern, noting that the two properties immediately east of ours on Pickleville Parkway carried residential designations. We listened to that feedback and expanded our application accordingly. We have since added the adjacent eastern property owner to our rezone request, he wishes to pursue a mixed-use development — incorporating additional

golf course holes, residential units, and commercial frontage along Pickleville Parkway — which aligns well with a C-3 designation. We have also confirmed that the next parcel east is already zoned C-4. With all properties along both sides of Pickleville Parkway now either commercial or included in this application, the spot zoning concern no longer applies. This is a cohesive commercial corridor, not an isolated zone change.

Consistency with the City's Overall Commercial Plan

Garden City's original zoning plan designated commercial use for 100 feet on both sides of 3rd West along its full length. Over time, much of that commercial frontage was converted to townhome developments — a transition that the Planning Commission and Town Council approved, and one that has proven to be a positive outcome for the community. The bike path, the proximity to shops and restaurants, the tax revenue from short-term rentals, and the Heritage Park improvements funded by that revenue are all testaments to those good decisions. The appearance of the townhome developments is also more desirable than storage units and warehouses the entire length of 3rd West.

However, that conversion reduced the total commercial acreage available in the City's plan. We are not asking Garden City to exceed its planned commercial capacity — we are asking to transfer a portion of that lost commercial use to Pickleville Parkway, which is already functioning as a commercial corridor. On Kimball Lane as you turn onto Pickleville Parkway is an existing storage unit business and contractor's yard. Pickleville Parkway already features the RV park, an approved storage business, and multiple contractor yards. At the east end, Rich County has commercial zoning along the full length of Sweetwater Parkway. Designating the remaining Pickleville Parkway parcels as C-3 is consistent with both the City's original commercial intent and the practical reality of how that road is already being used.

The City's Own Code Provides for This Process

We want to respectfully address a point of confusion that has arisen during this process. At our most recent Planning Commission presentation, some members suggested that zone changes are exclusively a legislative function — initiated by the government rather than by property owners. We understand that the legislative pathway exists and serves an important purpose. However, Garden City's municipal code expressly provides a second pathway: a formal rezone application, submitted by a property owner, reviewed by the Planning Commission, and decided upon by the Town Council. A legislative decision, of course, but the request is initiated by the property owner. The City maintains an official application form for precisely this purpose.

We followed that process in good faith. We completed and submitted the application, appeared before the Commission on multiple occasions, incorporated their feedback, and expanded our proposal to address the concerns raised. We are respectfully asking the Council to honor the process the City's own code establishes and to render a decision on our application.

The Cost of Continued Delay

We recognize that the Council and Commission are managing many competing priorities, and we do not raise this point to be adversarial. But we would be remiss not to note that this application has been active for over eight months. We have been told by multiple members of the Planning Commission to have patience. During that time, the cost of construction materials for the proposed storage facility has increased by more than \$100,000, and a favorable construction window has been lost. Each additional work session and request to “be patient” compounds those losses. We are committed to working collaboratively with the Council and remain open to any reasonable conditions or modifications. We simply need a decision. We understand that the proposed storage facility will need to return to the Planning Commission for final approval once the zoning issue is approved.

We invite each member of the Council to drive down Kimball Lane and along Pickleville Parkway before the next meeting. We believe the existing character of the road speaks for itself — this is already a working commercial corridor, and the properties we are requesting to rezone are a natural extension of what is already there.

Thank you sincerely for your time, your service to this community, and your consideration of our application. We look forward to the opportunity to discuss this further and to working with you toward an outcome that benefits Garden City.

Respectfully submitted,

On behalf of the Property Owners
Pickleville Parkway, Garden City, Utah

Application for Project Review Garden City, Utah

This application must be accompanied with the necessary and appropriate materials, as stated on the project checklist, before it will be accepted for processing. The date upon which the project will appear on an agenda is determined by the notification schedule required by the State of Utah. The project will be scheduled for the next meeting for which a legal notice has not yet been prepared, after an application is accepted as complete by the Town Staff.

Type of Application (check all that apply):	Ordinance Reference:
<input type="checkbox"/> Annexation	11A-301
<input type="checkbox"/> Appeal	11B-400
<input type="checkbox"/> Conditional Use Permit	11C-500
<input type="checkbox"/> Condominium/Townhouse	11E-524 or 11E-525
<input type="checkbox"/> Encumbrance	
<input type="checkbox"/> Extension of Time	Subdivision 11E-503/PUD or PRUD 11F-107-A-2
<input type="checkbox"/> Lot Split/Lot Line Adjustment	11E-506
<input type="checkbox"/> Plat Amendment (Subdivision)	
<input type="checkbox"/> PUD Development Plan	11C-1950, 11E-100, and 11F-100
<input type="checkbox"/> PUD Phase Approval/Preliminary or Final	11C-1950, 11E-100, and 11F-100
<input type="checkbox"/> PRUD Conceptual	11C-1950, 11E-100, and 11F-100
<input type="checkbox"/> PRUD Phase Approval/Preliminary or Final	11C-1950, 11E-100, and 11F-100
<input type="checkbox"/> Subdivision	11E-100
<input type="checkbox"/> Vacation of Subdivision	11E-523
<input type="checkbox"/> Variance	11B-308
<input type="checkbox"/> Water Transfer	13A-1300
<input checked="" type="checkbox"/> Zone Change	
<input type="checkbox"/> AEG Meeting, (Affected Entity Group)	
<input type="checkbox"/> Public Infrastructure District	Garden City PID Policy
<input type="checkbox"/> Other Land Use Permit _____	

Project Name: Par 6 Current Zone: RES Proposed Zone: C3

Property Address: 2075 S Pickleville Pkwy Garden City, UT 84028

Parcel # 36-04-000-0065

Contact Person: Teri Eynon Phone #: 208-847-5263

E-mail address: teribearlake@gmail.com

Mailing Address: PO Box 87 Garden City, UT 84028

Applicant (if different): Nate Parry Phone #: 435-757-3461

Mailing Address: PO Box 249 Garden City, UT 84028

Property Owner of Record (if different): Par 6 Holdings, LLC

Phone #: 435-757-3461 Mailing Address: PO Box 249 Garden City, UT 84028

Project Start date: 6/2026 Completion date: 12/28

Describe the proposed project as it should be presented to the hearing body and in the public notices.

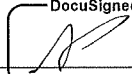
Change the property frontage, along Pickleville Pkwy, and 300' deep (to the south) from residential zone to a C3 zone.

Lot Size in acres or square feet: 4 acres

Number of dwellings or lots: TBD

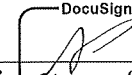
Non-residential building size: TBD

I certify that the information contained in this application and supporting materials is correct and accurate. I have read and understand the requirements and deadlines associated with this application.

DocuSigned by:


Signature of Applicant

I certify that I am the Owner of Record of the subject property and that I consent to the submittal of this application. **Owner of Record MUST sign the application prior to submitting to Garden City.**

DocuSigned by:


Signature of Owner of Record

Signature of Owner of Record

Signature of Owner of Record

Office Use Only
Date Received: _____
Fee: _____
By: _____

Application for Project Review Garden City, Utah

This application must be accompanied with the necessary and appropriate materials, as stated on the project checklist, before it will be accepted for processing. The date upon which the project will appear on an agenda is determined by the notification schedule required by the State of Utah. The project will be scheduled for the next meeting for which a legal notice has not yet been prepared, after an application is accepted as complete by the Town Staff.

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<input type="checkbox"/> Extension of Time	Subdivision 11E-503/PUD or PRUD 11F-107-A-2
<input type="checkbox"/> Lot Split/Lot Line Adjustment	11E-506
<input type="checkbox"/> Plat Amendment (Subdivision)	
<input type="checkbox"/> PUD Development Plan	11C-1950, 11E-100, and 11F-100
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<input type="checkbox"/> PRUD Conceptual	11C-1950, 11E-100, and 11F-100
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<input type="checkbox"/> Subdivision	11E-100
<input type="checkbox"/> Vacation of Subdivision	11E-523
<input type="checkbox"/> Variance	11B-308
<input type="checkbox"/> Water Transfer	13A-1300
<input checked="" type="checkbox"/> Zone Change	
<input type="checkbox"/> AEG Meeting, (Affected Entity Group)	
<input type="checkbox"/> Other Land Use Permit _____	

Project Name: Pickleville Parkway Commercial Current Zone: Residential Proposed Zone: C3

Property Address: southeast corner of Kimball Lane and Pickleville Parkway

Parcel # 36-04-000-0077

Contact Person: Teri Eynon Phone # 208-847-5263

E-mail address: teribearlake@gmail.com

Mailing Address: PO Box 87 Garden City, UT 84028

Applicant (if different): Joe Brough Phone #: 435-730-8293

Mailing Address: 1160 S Bonneville Dr Salt Lake City, UT 84108

Property Owner of Record (if different): _____ Phone #: _____

Mailing Address: _____

Project Start date: 6/1/2026 Completion date: N/A

Describe the proposed project as it should be presented to the hearing body and in the public notices.

Request to change the 5 acres on the southeast corner of Kimball Lane and Paradise Parkway from residential to C3.

Lot Size in acres or square feet: 5 acres Number of dwellings or lots: N/A

Non-residential building size: to be determined and approved by Planning Committee and Town Council at a later date.

I certify that the information contained in this application and supporting materials is correct and accurate. I have read and understand the requirements and deadlines associated with this application.

Jeri Lynn
Signature of Applicant

I certify that I am the Owner of Record of the subject property and that I consent to the submittal of this application. Owner of Record MUST sign the application prior to submitting to Garden City.

Joe Brough
Signature of Owner of Record

Signature of Owner of Record

Signature of Owner of Record

Office Use Only
Date Received: _____
Fee: _____
By: _____



File Number: 112632

Property Address: No address assigned, Garden City, UT 84028

FOR CLOSING ASSISTANCE

Elysa Christensen
112 North Main
Logan, UT 84321
(435) 752-0582 (Work)
ElysaC@hickmantitle.com
Company License: 2023

BUYER/BORROWER
MOUNTAINLAND VENTURES LLC

SELLER/OWNER
BROUGH EXPONENTIAL LLC

AGENT FOR BUYER
EQUITY REAL ESTATE
Nick Wilcox
(801) 668-6244
nickwilcox14@gmail.com

AGENT FOR SELLER
REAL ESTATE OF BEAR LAKE, LLC
Teri Eynon
(208) 847-5263
teribearlake@gmail.com

PREVENT FRAUD

Please remember to call a member of our closing team when initiating
a wire transfer or providing wiring instructions!

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

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112 North Main
Logan, UT 84321
www.HickmanTitle.com

Stewart Title Guaranty Company
JS

SCHEDULE A

Name and Address of Title Insurance Company: Stewart Title Guaranty Company
P.O. Box 2029
Houston, TX 77252-2029

Order No.: 108575 Policy No.: O-9301-005427606

Address Reference:* Address not assigned, Garden City, UT 84028

Amount of Insurance: \$1,700,000.00 Premium: \$4,466.00

Date of Policy: February 1, 2024 at 4:47PM

1. Name of Insured:
BEAR LAKE PAR 6, LLC
2. The estate or interest in the Land that is encumbered by the Insured Mortgage is:
FEE SIMPLE
3. Title is vested in:
BEAR LAKE PAR 6, LLC
4. The land referred to in this policy is in the State of Utah, County of Rich, and is described as follows:

Part of the Northwest Quarter of the Northeast Quarter of Section 4, Township 13 North, Range 5 East of the Salt Lake Base and Meridian, described by survey, as follows:

Commencing at the Gin Pin found at the North Quarter Corner of Section 4, Township 13 North, Range 5 East of the Salt Lake Base and Meridian, from which the Brass Cap found at the Northwest Corner of said Section bears North 89°20'35" West 2,640.26 feet, and running thence South 89°20'35" East 17.01 feet; thence South 01°04'18" West 359.06 feet; thence South 89°20'35" East 748.090 feet to the True Point of Beginning, and running thence South 00°39'25" West 290.00 feet; thence North 89°20'35" West 766.41 feet to the East line of the Sweetwater Park Golf Course No. 1, Plat "A" Subdivision; thence South 00°16'48" West (South 00°08'25" West by record) along the East line of said Subdivision 519.44 feet; thence South 89°43'12" East 326.10 feet; thence South 00°16'48" West 172.84 feet; thence South 89°27'20" East 1015.37 feet; thence North 00°32'35" East 978.12 feet to the South line of 2300 South; thence North 89°20'35" West 577.67 feet to the point of beginning.

Less and Excepting from the above Parcels, any oil, gas & Mineral rights as previously reserved in Book D3, Page 185 and in Book H6, Page 188 in the office of the recorder of Rich County, Utah.

*For company reference purpose only, not an insuring provision.



112 North Main Street
Logan, UT 84321
www.HickmanTitle.com

Stewart Title Guaranty Company
kh
Page 1

SCHEDULE A

1. Commitment Date: 09/01/2025 at 8:00am

2. Policy to be issued:

ALTA 2021 Standard Owner's Policy

\$449,000.00

Premium

\$2,059.00

Proposed Insured:

MOUNTAINLAND VENTURES LLC

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

BROUGH EXPONENTIAL LLC

5. The Land is described as follows:

Part of the Northwest Quarter of the Northeast Quarter of Section 4, Township 13 North, Range 5 East of the Salt Lake Base and Meridian, described by survey, as follows: Commencing at the Gin Pin found at the North Quarter Corner of Section 4, Township 13 North, Range 5 East of the Salt Lake Base and Meridian, from which the Brass Cap found at the Northwest Corner of said Section bears North 89°20'35" West 2,640.26 feet, and running thence South 89°20'35" East 17.01 feet; thence South 01°04'18" West 359.06 feet to the True Point of Beginning, and running thence South 89°20'35" East 748.00 feet; thence South 00°39'25" West 290 feet; thence North 89°20'35" West 766.41 feet to the East line of the East line of the Sweetwater Park Golf Course No. 1, Plat "A" Subdivision; thence North 00°16'48" East (North 00°05'25" East by Record), 35.01 feet to the Northeast Corner of said Subdivision; thence South 89°18'09" East 16.79 feet to the East right-of-way line of Kimball Lane; thence North 01°04'18" East 255.00 feet to the point of beginning.

For informational purposes only.

The property address is purported to be:

No address assigned, Garden City, UT 84028

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

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112 North Main
Logan, UT 84321
www.HickmanTitle.com

Stewart Title Guaranty Company
JS

RESOLUTION #R26-01

**A RESOLUTION UPDATING AND ADDING TO THE
ADMINISTRATIVE CODE INFRACTION FINE SCHEDULE**

WHEREAS, The Town of Garden City is a town duly incorporated under the general law of the State of Utah; and

WHEREAS, The Town of Garden City Town Council has determined that there is a need to enforce the requirements as set in the Garden City Municipal Code, and in the event that there is a violation to the Garden City Municipal Code that an Infraction Fine Schedule be established to stipulate the remedy for such infractions.

NOW THEREFORE, be it resolved by the Town Council of the Town of Garden City, Rich County, State of Utah, that the Administrative Fine Schedule be updated as follows:

The fine schedule is attached in "Exhibit A". Violations may be cited as allowed in "Exhibit A", The Town of Garden City Administrative Code Infraction Fine Schedule, which is attached.

APPROVED: This resolution shall become effective immediately upon approval of the Garden City Town Council.

If any section, subsection, sentence, clause, phrase, or portion of this resolution is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this resolution.

Dated this 14th day of May 2026.

APPROVED:

Attest:

Mike Leonhardt, Mayor

Cathie Rasmussen, Town Clerk

Voting:

	<u>Aye</u>	<u>Nay</u>
Argyle	___	___
Davis	___	___
House	___	___
Larsen	___	___

“Exhibit A”

The Town of Garden City Administrative Code Infraction Fine Schedule

INFRACTION:	FINE:	PER:	Ord #
Licensing and Permitting:			
Removing posted red tag before issues are resolved	750	Day	N.H. Bldg Code
Installing a sign in violation of Municipal Code	200	Infraction	11C-610
Installing a sign before procuring sign permit	200	Infraction	11C-605
Operating a business without Garden City License	750	Day	8-106
Operation of a transient or Beach Business without a GC License	500	Day	8-202
Construction without an active building permit	500	Infraction/Day	11H-101
Construction beyond inspection approval	500	Infraction/Day	8-401-D
Construction without posting a building placard	500	Infraction	8-401-B
Operating a Food Truck without a Garden City Permit	750	Day	8-201-D
Short Term Rental:			
Operation of a short term rental without Garden City License	750	Day	8-614
Occupancy beyond the specified allowed	50	Per person	8-607-C
Parking off premise or in excess of allowed	250	Per vehicle	8-607-B
Unauthorized commercial activities	750	Day	8-608
Inaccurate contact person information	250	Per infraction	
*Failure to respond within 30 min	1)250,	2) 500, 3) 1000	8-611- A
Advertising more than allowed by license	250	Per infraction	
Water System:			
Turning on/off water meters	250	Infraction	13A-102-A
Burying water meter	200	Infraction	13A-102-G
Tampering with water meters	500	Infraction	13A-102-G
Theft of services	5,000	Infraction	
Beach Use (within the Garden City General Permit Area):			
Camping on the beach	250	Infraction	8-700-A
Leaving Canopies, Trailers, etc. on the beach	250	Infraction	8-700-B
Parking outside the designated area	250	Infraction	8-700-C-3
Parking closer than 100 feet of the water’s edge	250	Infraction	8-700-C-1
Trespassing on Garden City General Permit area without a Valid pass	250	Infraction	8-700
Not being Quagga Mussel certified	500	Infraction	8-700-E
Parking:			
Standard parking infraction	250	Infraction	10-103-E1
Parking in a Handicap parking spot	250	Infraction	10-103-G1
Parking on the bike path	250	Infraction	10-103-E1
Parking on town roads Nov 1 – May 1 (snow plowing)	250	Infraction	10-103-B2

Parking in a Fire Lane	250	Infraction	10-103-E5
Land Use:			
No correct county address posted on property	100	Infraction	11-C
Littering	250	Infraction	9-416
Camping without a required permit (per RV as defined)	100	Per Day/Per RV	11C-800
Installing lighting in violation of dark sky ordinance	100	Per day Infraction	11A-600
Violation of ordinance #9-500, abatement of Garbage & other deleterious material	200	Infraction/Per day	9-501
Storage Structure violation	200	Per Day	
Animal Control: (infraction is per animal)			
Not curbing your animal/pet	25	Infraction	12-204-B
Animal/pet must be on a leash when on any Town owned property	25	Infraction	12-204-B
Animal/pet must be on a leash on any beach within the Garden City General Permit area.	25	Infraction	12-204-B
Household pets not contained within property area	25	Infraction	12-204-B
Town Property:			
Operating any type of motorized vehicle on the bike path	200	Infraction	10-103-B
No overnight parking or camping on town owned property	250	Infraction	10-103-B
Plowing snow onto town roads	250	Infraction	10-105-I
Encroaching onto town streets without a permit	250	Infraction	11-E-514
Cutting a town street without permit	750	Infraction	11-E-514
Destruction of Town property	500	Infraction	7-107
Prohibited Use/Activities	150	Infraction	7-103
* Smoking/vaping on Town Property as described in 7-100	100	Infraction	7-100
Police and Public Offenses			
Nuisance/Disturbing the peace	250	Infraction	12-302
Urinating/Defecating in public	50	Infraction	12-405-A
Discharging of firearms within the Garden City Town limits	1500	Infraction	12-403-A
Discharging of illegal fireworks	500	Infraction	12-404-A
Violation to fire or firework restrictions	500	Infraction	12-404-A
Reckless Endangerment or Wanton Disregard	500	Infraction	12-304-A
Offenses Against Public Health, Safety, Welfare and Morals	250	Infraction	
Miscellaneous:			
Violation of quiet hour noise			12-303
• First violation within a 12 month period	150	Day	
• Second violation of the same provision within a 12 month period	300	Day	
• Each additional violation of the same provision within a 12 month period	500	Day	
Violation of quiet hour noise for construction sites:			
• First violation within a 12 month period	500	Day	

• Second violation of the same provision within a 12 month period	1000	Day	
• Each additional violation of the same provision within a 12 month period	5000	Day	
Not collecting or paying sales and resort tax	1500	Infraction	
Violation of the Garden City Standards Manual Requirements	200	Infraction/Per Day	
Leaving Trash Receptacle on roadside longer than 24 hours	25	Per Day	9-413
Seasonal Motorized Traffic violation	100	Infraction	

Rev 03/12/2025

ORDINANCE #26-09

AN ORDINANCE AMENDING DRAINAGE IMPROVEMENTS

WHEREAS, the Town of Garden City is a town duly incorporated under the general law of the State of Utah; and

WHEREAS, the Garden City Town Council is the governing body for the Town of Garden City and must administer the Garden City Municipal Code; and

WHEREAS, The Garden City Town Council is authorized to govern the health, safety and wellness of the citizens and visitors of the Town of Garden City.

NOW, THEREFORE, BE IT ORDAINED BY THE GARDEN CITY PLANNING COMMISSION AND TOWN COUNCIL THAT ORDINANCE 11E-518 BE AMENDED AS FOLLOWS:

11E – 518 Drainage Improvements. For all subdivisions the subdivider shall submit with the preliminary plat application, such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the Town on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all major subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways, or improved public easements and shall extend across and under the entire improved width thereof including shoulders.

A. Culverts to be a minimum of ~~12~~ **18**” in diameter with a crush resistance as defined by AASHTO T99 Standards.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

APPROVED AND ADOPTED this 14th day of May 2026.

APPROVED:

Attest:

Mike Leonhardt, Mayor

Cathie Rasmussen, Town Clerk

Voting:	Aye	Nye	
Argyle	—	—	
Davis	—	—	
House	—	—	
Larsen	—	—	
Leonhardt	—	—	(only in a tie)

DRAFT

ORDINANCE #26-10

AN ORDINANCE AMENDING REVOCATION OF
SHORT-TERM RENTAL LICENSE

WHEREAS, the Town of Garden City is a town duly incorporated under the general [law](#)laws of the State of Utah; and

WHEREAS, the Garden City Town Council is the governing body for the Town of Garden City and must administer the Garden City Municipal Code; and

WHEREAS, The Garden City Town Council is authorized to govern the health, safety, and wellness of the citizens and visitors of the Town of Garden City,

NOW, THEREFORE, BE IT ORDAINED BY THE GARDEN CITY PLANNING COMMISSION AND TOWN COUNCIL THAT ORDINANCE 8-613 DEFINITIONS BE UPDATED AS FOLLOWS:

8-613 Revocation: Show Cause Hearing:

~~A. Upon the occurrence of any of the following imposition of an administrative civil penalty for a third violation of sections 8-608 and/or 8-611 upon a Licensee within any rolling 12-month period, the Town's Administrative Judge shall schedule a Show Cause hearing before the Town Council requiring the Owner, Property Management Company, or other agent of the Owner to appear and show cause why the License should not be revoked or why one of the following penalties should not be imposed: denied renewal.~~

~~A. The imposition of an administrative civil penalty for a fourth **third** violation of sections 8-608 within any proceeding 12-month period;~~

~~B. At any time or at an annual renewal, any combination of an administrative civil penalties and or ordinance violations for which an Owner, Property Management Company, or Owner's agent has been cited for concerning such person's or entities **entity's short-term** rental license compliance is sufficient to warrant a Show Cause hearing on whether such license should be renewed or revoked.~~

~~C. B. A Show Cause hearing ~~for to~~ determine whether a Short-term Rental License should be ~~revoked or should not be~~ renewed ~~or revoked~~ shall be conducted by the Town Council. If, after a hearing, the ~~Administrative Judge~~ Town Council determines that the Short-~~term~~ Term Rental Property ~~was, is, or~~ has been repeatedly operated in violation of the Town's Ordinances, ~~public health and safety regulation, or in any other manner that is more detrimental to the existing~~~~

~~neighborhood character than it has been beneficial to the community in fostering its resort, business, and economic base, then the License shall be suspended for such period as determined by the Town Council. The Administrative Judge Town Council~~ may ~~also~~ revoke ~~an existing~~ license or deny the renewal of a License. Upon ~~license~~ revocation or denial of ~~a renewal of a license~~, an Owner may not reapply for a Short-Term Rental License at the same location for a period of 24 ~~months~~ following revocation or non-renewal.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

APPROVED AND ADOPTED this 14th day of May 2026.

APPROVED:

Attest:

Mayor

Cathie Rasmussen, Town Clerk

Voting:	Aye	Nye
Argyle	_____	_____
Davis	_____	_____
House	_____	_____
Larsen	_____	_____

ORDINANCE #26-11

AN ORDINANCE AMENDING THE DEDICATION OF WATER FOR DEVELOPMENT PURPOSES

WHEREAS, the Town of Garden City is a town duly incorporated under the general law of the State of Utah; and

WHEREAS, the Garden City Town Council is the governing body for the Town of Garden City and must administer the Garden City Municipal Code; and

WHEREAS, The Garden City Town Council is authorized to govern the health, safety and wellness of the citizens and visitors of the Town of Garden City.

NOW, THEREFORE, BE IT ORDAINED BY THE GARDEN CITY TOWN COUNCIL THAT ORDINANCE 13A-1300, BE AMENDED AS FOLLOWS:

13A - 1300 Dedication of Water for Development Purposes

- A. As a condition to the approval of any subdivision or other development, **which requires either the approval of a plat pursuant to the subdivision regulations, the issuance of a building permit, or connection to the city water system**, the **Garden City** Town Council shall require each developer that has not received preliminary approval prior to the adoption hereof, to provide water rights to the Town as provided herein.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

APPROVED AND ADOPTED this 14th day of May 2026.

APPROVED:

Attest:

Mayor

Cathie Rasmussen, Town Clerk

Voting:	Aye	Nye
Argyle	___	___
Davis	___	___
House	___	___
Larsen	___	___

ORDINANCE #26-12

AN ORDINANCE UPDATING THE COMMERCIAL ZONE

WHEREAS, the Town of Garden City is a town duly incorporated under the general law of the State of Utah; and

WHEREAS, the Garden City Town Council is the governing body for the Town of Garden City and must administer the Garden City Municipal Code; and

WHEREAS, The Garden City Town Council is authorized to govern the health, safety and wellness of the citizens and visitors of the Town of Garden City.

NOW, THEREFORE, BE IT ORDAINED BY THE GARDEN CITY PLANNING COMMISSION AND TOWN COUNCIL THAT ORDINANCE 11C-1500 COMMERCIAL ZONE BE UPDATED TO ADD THE FOLLOWING:

11C-1500 Commercial Zone

Corner lots shall contain a building envelope outside of a seventy-five (75') foot radius from the center point of the intersection of the streets.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

APPROVED AND ADOPTED this 14th day of May 2026.

APPROVED:

Attest:

Mayor

Cathie Rasmussen, Town Clerk

Voting:	Aye	Nye
Argyle	___	___
Davis	___	___
House	___	___
Larsen	___	___
	___	___

(only in a tie)

Garden City

Budgeting Worksheet

10 General Fund - 07/01/2026 to 06/30/2027

100.00% of the fiscal year has expired

Change In Net Position	2024 Actual	2025 Actual	2026 Actual	2026 Budget	2027 Actual	Original Budget	Revised Budget	Worksheet Notes
Revenue:								
Taxes								
3110 Property taxes	258,695	259,899	264,087	260,000	0	250,000	0	
3130 Sales and use tax	475,933	493,661	428,510	428,000	0	420,000	0	
3155 Resort tax	764,664	777,569	679,450	677,000	0	654,916	0	
3156 Resort-PPAL Tax	356,705	348,314	308,816	300,000	0	300,000	0	
3170 Transportation Tax	44,670	43,727	38,950	38,000	0	38,000	0	
3180 TRT Tax	255,673	239,814	220,492	220,000	0	220,000	0	
Total Taxes	2,156,341	2,162,984	1,940,305	1,923,000	0	1,882,916	0	
Licenses and permits								
3210 Business licenses	17,850	17,697	15,520	14,000	0	14,000	0	
3215 Short-term rental license	365,623	358,415	316,954	311,000	0	300,000	0	
3221 Building permits	195,031	217,174	198,913	200,000	0	200,000	0	
3229 Land use permits	13,680	8,650	4,530	10,000	0	10,000	0	
3230 Fire Department Impact Fees	6,462	440	6,179	0	0	0	0	
Total Licenses and permits	598,646	602,376	542,096	535,000	0	524,000	0	
Intergovernmental revenue								
3137 TRT Grant	593,941	873,295	0	238,110	0	300,000	0	
3343.3 State grant	646,948	58,500	0	100,000	0	100,000	0	
3344 Reclamation Grant 2025	0	0	433,447	433,447	0	0	0	
3356 Class C road allotment	112,266	101,830	82,341	52,000	0	51,500	0	
Total Intergovernmental revenue	1,353,155	1,033,625	515,788	823,557	0	451,500	0	
Charges for services								
3410 Inspection fees	34,585	39,840	33,440	38,000	0	38,000	0	
3411 Plan Review Fees	61,384	63,691	43,118	60,000	0	50,000	0	
3471 Raspberry Days festival	58,089	73,206	65,930	65,000	0	65,000	0	
3475 Pool	0	(75)	0	0	0	0	0	
3477 Special Event Permits	1,500	250	0	1,000	0	1,000	0	
3478 Recreation Programs	1,480	2,129	1,168	1,000	0	1,000	0	
Total Charges for services	157,037	179,041	143,656	165,000	0	155,000	0	
Miscellaneous revenue								
3479 Beautification	920	137	0	1,000	0	1,000	0	
3610 Interest revenue	241,203	253,319	181,216	181,000	0	80,000	0	
3610.3 Road impact fee interest	82,131	56,074	850	1,000	0	500	0	
3610.7 Park impact fee interest	1,832	570	206	206	0	200	0	
3620 Facility Rentals	2,460	2,510	3,286	2,500	0	2,500	0	
3630 rents, monthly	23,020	19,042	16,888	18,000	0	16,000	0	
3640 Sales of capital assets	111,000	0	0	0	0	0	0	
3690 Miscellaneous revenue	53,116	6,550	78,768	70,000	0	50,000	0	
3801.3 Road impact fee	111,409	99,856	78,804	100,000	0	100,000	0	
3801.7 Park impact fee	5,320	5,392	4,098	10,000	0	7,000	0	
3802.2 Library-General Revenue	1,723	2,317	1,228	1,714	0	2,000	0	
3802.4 Library-Book/Video Sales	248	583	773	300	0	300	0	
3802.7 Library-donations	470	395	362	352	0	0	0	

Garden City

Budgeting Worksheet

10 General Fund - 07/01/2026 to 06/30/2027

100.00% of the fiscal year has expired

	2024 Actual	2025 Actual	2026 Actual	2026 Budget	2027 Actual	Original Budget	Revised Budget	Worksheet Notes
3802.8 Library-Fund Raisers	5	0	0	0	0	0	0	
3810.110 Code Enforcement Revenue	21,162	17,104	7,820	5,150	0	7,000	0	
Total Miscellaneous revenue	656,020	463,850	374,298	391,222	0	266,500	0	
Contributions and transfers								
3880 Road balance appropriated	0	0	0	720,054	0	720,054	0	
3890 Fund balance appropriated	0	0	0	300,000	0	300,000	0	
Total Contributions and transfers	0	0	0	1,020,054	0	1,020,054	0	
Total Revenue:	4,921,199	4,441,878	3,516,142	4,857,833	0	4,299,970	0	
Expenditures:								
General government								
Administrative								
4111.110 Council wages	44,573	47,373	42,084	44,940	0	44,940	0	
4111.130 Council benefits	3,387	3,624	3,120	3,210	0	3,210	0	
4141.110 Administrative wages	124,828	108,590	105,585	142,737	0	115,055	0	
4141.120 Admin Retirement & Aflac	9,986	19,026	13,743	20,000	0	12,000	0	
4141.130 Administrative benefits	24,840	24,396	23,304	30,000	0	242,943	0	
4141.230 Admin travel, conf. and training	12,186	12,626	3,092	15,000	0	15,000	0	
4141.240 Admin office supplies expense	15,381	4,965	6,504	10,000	0	14,000	0	
4141.250 Admin postage	1,383	599	379	1,000	0	4,000	0	
4141.310 Admin professional services	94,022	106,564	61,611	106,000	0	70,000	0	
4141.311 Technology & Software	0	0	35,000	0	0	41,700	0	
4141.312 Admin Attorney	16,422	(585)	1,039	6,000	0	15,000	0	
4141.314 Admin Engineer	3,939	(9,994)	64,001	80,000	0	80,000	0	
4141.315 Admin Fire Inspections	40,527	32,535	31,362	35,000	0	35,000	0	
4141.319 Admin Board of Adjustments	82	0	0	1,000	0	1,000	0	
4141.510 Admin insurance, prop & liability	14,337	45,400	47,631	50,000	0	50,000	0	
4141.515 Admin Unemployment Insurance	2,590	1,804	5,741	7,000	0	7,000	0	
4141.610 Admin miscellaneous	56,666	28,640	38,650	40,000	0	50,000	0	
4141.620 Admin Bank Fees	18,645	24,816	21,052	30,000	0	30,000	0	
4141.900 Admin-City Administrator Fuel & vehicle expe	0	0	0	0	0	65,800	0	
4142.110 Bldg inspector wages	41,984	81,457	70,652	75,000	0	75,000	0	
4142.111 Bldg inspect support & part-time	17,681	18,832	16,969	18,000	0	18,000	0	
4142.130 Bldg. Inspector Benefits	4,521	16,177	15,970	16,500	0	16,500	0	
4142.131 Bldg inspect support & part-time benefits	4,242	4,344	3,742	6,300	0	6,300	0	
4142.250 Building Inspector Expenses	8,816	12,245	914	10,000	0	50,000	0	
4142.255 Building Inspector Travel/Training	4,606	511	0	5,000	0	5,000	0	
4142.260 Bldg Insp. Surcharges (State)	1,992	1,494	1,531	5,000	0	5,000	0	
4142.290 Bldg Inspector Fuel	0	107	174	500	0	500	0	
4142.295 Bldg Inspector Vehicle Maintenance	0	0	0	1,000	0	1,000	0	
4142.314 Bldg Inspector Contract Wages	82,277	70,442	48,035	80,000	0	80,000	0	
4170.240 Elections	0	0	2,027	2,027	0	2,000	0	
4210.110 Grant Projects	455,862	318,517	(213,650)	10,000	0	10,000	0	
4210.140 Reclamation Grant Expenses 2025	0	0	421,714	421,714	0	0	0	
Total Administrative	1,105,773	974,505	871,976	1,272,928	0	1,165,948	0	
Buildings and grounds								

Garden City

Budgeting Worksheet

10 General Fund - 07/01/2026 to 06/30/2027

100.00% of the fiscal year has expired

	2024 Actual	2025 Actual	2026 Actual	2026 Budget	2027 Actual	Original Budget	Revised Budget	Worksheet Notes
4160.270 Bldgs & grnds maintenance & materials	20,064	13,422	87,048	60,000	0	60,000	0	
4160.280 Bldgs & grnds utilities	47,724	50,771	50,325	55,000	0	56,500	0	
4160.740 Bldg & grnds capital outlay	13,484	1,438	35,277	35,300	0	0	0	
4160.810 Bldgs & grnds building note principal	23,123	18,965	20,006	23,000	0	23,000	0	
4160.820 Bldgs & grnds bulding note interest	10,258	13,399	12,358	14,000	0	14,000	0	
Total Buildings and grounds	114,652	97,995	205,013	187,300	0	153,500	0	
Planning and zoning	4,454	4,639	5,950	7,150	0	7,150	0	
4141.320 Admin Planning Commission	4,454	4,639	5,950	7,150	0	7,150	0	
Total Planning and zoning	4,454	4,639	5,950	7,150	0	7,150	0	
Total General government	1,224,879	1,077,139	1,082,939	1,467,378	0	1,326,598	0	
Public safety	245	0	0	0	0	0	0	
4220.410 Public Safety & Emerg. Serv. Grant	245	0	0	0	0	0	0	
4230.110 Code Enforcement Wages	47,791	59,210	35,245	57,000	0	57,000	0	
4230.120 Code Enforcement Benefits	7,459	10,729	7,030	10,000	0	10,000	0	
4230.130 Code Enforcement Expenditures	8,362	4,527	4,927	7,000	0	7,000	0	
Police	0	0	0	50,000	0	50,000	0	
4180 Rich County Sheriff	0	0	0	50,000	0	50,000	0	
Total Police	0	0	0	50,000	0	50,000	0	
Public health	3,118	75	0	10,000	0	10,000	0	
4410.452 State of Emergency Expense	2,454	1,297	1,652	7,000	0	7,000	0	
4410.460 Food Pantry	5,571	1,372	1,652	17,000	0	17,000	0	
Total Public health	69,428	75,838	48,855	141,000	0	141,000	0	
Highways and public works	208,443	249,385	198,468	253,349	0	225,667	0	
Highways	41,590	51,777	43,407	53,000	0	110,988	0	
4410.110 Public works wages	78,844	33,192	39,298	50,000	0	50,000	0	
4410.130 Public works benefits	15,449	16,289	14,006	20,000	0	35,000	0	
4410.250 Public works equipment maintenance & mate	6,563	632	2,342	2,400	0	2,000	0	
4410.255 Public works fuel	2,855	43,030	0	5,000	0	18,492	0	
4410.257 Public Works GIS Expense	0	0	2,983	20,000	0	20,000	0	
4410.300 Public Works Miscellaneous	270,067	287,937	88,264	300,000	0	500,000	0	
4410.410 Public Works Weed Control	0	1,007,167	745,730	750,000	0	0	0	
4410.450 Public works street maintenance	6,551	4,810	6,028	8,000	0	27,000	0	
4410.454 Public Works Streets Capital Outlay	13,566	234,099	0	80,000	0	177,070	0	
4410.455 Public works snow removal	64,033	34,500	80,220	81,000	0	50,000	0	
4410.457 Public works bike path & sidewalks	295,285	0	135,339	136,000	0	0	0	
4410.470 Public works rent of equipment	367,488	97,774	126,265	126,265	0	100,000	0	
4410.730 Public works street improvement CO	0	10	0	0	0	0	0	
4410.740 Public works equipment purchase Capital Out	0	0	0	0	0	0	0	
4510.350 Street Lights	0	0	0	0	0	0	0	
Total Highways	1,370,734	2,060,601	1,482,350	1,883,042	0	1,316,217	0	
Sanitation	7,510	11,040	8,820	12,000	0	18,000	0	
4570.110 Sanitation	7,510	11,040	8,820	12,000	0	18,000	0	
Total Sanitation	7,510	11,040	8,820	12,000	0	18,000	0	

Garden City

Budgeting Worksheet

10 General Fund - 07/01/2026 to 06/30/2027

100.00% of the fiscal year has expired

	2024 Actual	2025 Actual	2026 Actual	2026 Budget	2027 Actual	Original Budget	Revised Budget	Worksheet Notes
Total Highways and public works	1,378,244	2,071,641	1,491,170	1,895,042	0	1,334,217	0	
Culture and recreation								
Parks								
4510.250 Parks maintenance and supplies	45,795	126,083	82,377	404,399	0	500,000	0	
4510.740 Parks Capital outlay	1,422,209	820,813	249,455	500,000	0	500,000	0	
Total Parks	1,468,003	946,897	331,832	904,399	0	1,000,000	0	
Recreation								
4560.510 Farmers Market	0	0	102	102	0	0	0	
4560.525 Special Events - Christmas	10,808	6,046	4,507	4,507	0	9,000	0	
4560.526 Special Events - Entertainment	32,901	59,359	58,924	60,000	0	60,000	0	
4560.550 Special Events - Easter	1,006	1,121	686	800	0	800	0	
4560.615 Raspberry Days	42,950	57,468	65,769	65,800	0	65,800	0	
4560.700 Beautification	15,880	9,839	378	15,000	0	15,000	0	
4590.110 Arts	0	0	0	0	0	600	0	
4590.115 Recreation	6,195	7,531	11,311	11,500	0	11,500	0	
Total Recreation	109,739	141,363	141,677	157,709	0	162,700	0	
Library								
4580.110 Library Director Salaries & Wages	32,006	44,718	44,297	47,000	0	43,000	0	
4580.120 Library Help Salaries & Wages	10,257	23,023	23,345	24,200	0	24,000	0	
4580.130 Library Benefits	8,473	13,969	14,338	14,500	0	14,000	0	
4580.250 Library Operations-advertising	0	120	0	800	0	800	0	
4580.251 Library Operations-postage/po box	245	145	110	300	0	300	0	
4580.252 Library Operations-supplies,misc	4,624	851	789	10,000	0	10,000	0	
4580.253 Library Operations-telecommunications	1,255	1,278	1,067	1,800	0	1,800	0	
4580.254 Library Operations-travel & dues	509	0	30	50	0	600	0	
4580.255 Library Operations-special projects & progra	9,550	4,464	3,593	5,000	0	30,000	0	
4580.350 Library Technology-website	0	317	0	250	0	250	0	
4580.351 Library-Technology-relicensing	1,214	1,258	168	1,905	0	1,905	0	
4580.352 Library-Technology-Equipment/operating sup	1,503	870	809	2,300	0	2,300	0	
4580.353 Library Technology-prof & tec services	67	751	10	100	0	2,500	0	
4580.450 Library Collections-Books	5,491	2,197	2,125	4,000	0	4,000	0	
4580.451 Library Collections-video material	0	377	64	100	0	0	0	
4580.452 Library Collections-audio material	0	18	0	0	0	0	0	
4580.860 Library capital outlay-Bldg. A	0	7,384	16,079	180,000	0	200,000	0	
Total Library	75,194	101,743	106,824	292,305	0	335,455	0	
Pool								
4610.250 Pool Expenses	200	0	0	0	0	0	0	
Total Pool	200	0	0	0	0	0	0	
Total Culture and recreation	1,653,136	1,190,002	580,333	1,354,413	0	1,498,155	0	
Transfers								
4895 Trans to Capital Projects Fund	0	3,150,000	0	0	0	0	0	
Total Transfers	0	3,150,000	0	0	0	0	0	
Total Expenditures:	4,325,687	7,564,620	3,203,296	4,857,833	0	4,299,970	0	
Total Change in Net Position	595,512	(3,122,742)	312,846	0	0	0	0	

Garden City

Budgeting Worksheet

10 General Fund - 07/01/2026 to 06/30/2027

100.00% of the fiscal year has expired

Garden City

Budgeting Worksheet

41 Capital Projects - 07/01/2026 to 06/30/2027
100.00% of the fiscal year has expired

	2024 Actual	2025 Actual	2026 Actual	2026 Budget	2027 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Revenue:								
Contributions and transfers	0	3,150,000	0	0	0	0	0	
3810 Transfer from General Fund	0	3,150,000	0	0	0	0	0	
Total Contributions and transfers	0	3,150,000	0	0	0	0	0	
Total Revenue:	0	3,150,000	0	0	0	0	0	
Total Change In Net Position	0	3,150,000	0	0	0	0	0	
Income or Expense								
Non-Operating Items:								
Non-operating expense	529,841	223,684	175,758	0	0	0	0	
4410.750 Capital outlay -Parks	116,700	0	0	0	0	0	0	
4410.760 Capital outlay - Bike Path & Trails	646,541	223,684	175,758	0	0	0	0	
Total Non-operating expense	646,541	223,684	175,758	0	0	0	0	
Total Non-Operating Items:	646,541	223,684	175,758	0	0	0	0	
Total Income or Expense	646,541	223,684	175,758	0	0	0	0	

Garden City

Budgeting Worksheet

51 Water Fund - 07/01/2026 to 06/30/2027

100.00% of the fiscal year has expired

	2024 Actual	2025 Actual	2026 Actual	2026 Budget	2027 Actual	Original Budget	Revised Budget	Worksheet Notes
Income or Expense								
Income From Operations:								
Operating income								
5140 Water income	1,606,046	1,859,358	1,628,381	1,190,480	0	1,327,500	0	
5141 Water income - City	2,071	0	0	10,000	0	10,300	0	
5310 Connection fees	5,489	3,450	2,100	10,000	0	10,300	0	
5490 Other operating income - Miscellaneous	64,437	60,437	12,723	65,000	0	40,000	0	
Total Operating income	1,678,052	1,923,244	1,643,204	1,275,480	0	1,388,100	0	
Operating expense								
6300.110 Water wages	284,076	289,321	283,485	305,812	0	259,622	0	
6300.130 Water employee benefits	63,820	65,864	64,469	67,000	0	183,972	0	
6300.240 Office supplies-water	9,209	37,547	15,274	20,000	0	20,600	0	
6300.245 Postage	4,791	4,482	4,379	7,000	0	7,210	0	
6300.250 Maintenance of water system	86,400	242,951	67,223	97,024	0	99,935	0	
6300.252 Water-travel, conference & training	5,663	5,302	5,058	20,000	0	20,600	0	
6300.255 Fuel expense-water	15,449	16,286	14,006	25,000	0	25,750	0	
6300.256 Vehicle Expense - Water	19,096	6,776	22,592	20,000	0	20,600	0	
6300.260 Public Works Building	0	0	7,923	5,000	0	5,150	0	
6300.280 Utilities-water	37,014	37,177	36,227	40,000	0	41,200	0	
6300.310 Professional services	29,866	30,115	43,874	33,000	0	27,000	0	
6300.312 Ent. Attorney	0	1,968	918	5,000	0	5,150	0	
6300.314 Ent. Engineer	20,387	12,213	64,821	34,144	0	35,661	0	
6300.350 GIS Expense	0	215	3,697	2,000	0	2,060	0	
6300.400 Technology and Software	0	0	0	0	0	25,000	0	
6300.455 Materials and Supplies	124,529	176,066	131,761	121,000	0	124,630	0	
6300.456 Blue Stakes	392	1,236	269	1,000	0	1,020	0	
6300.460 Contracted services	21,885	1,568	0	30,000	0	20,000	0	
6300.470 Rental of equipment	26,696	(400)	12,500	16,000	0	16,000	0	
6300.480 Tools	2,087	870	766	4,000	0	4,120	0	
6300.485 Clothing	0	0	221	0	0	0	0	
6300.490 Safety	4,663	1,141	3,907	4,000	0	4,120	0	
6300.510 Insurance	856	0	0	14,000	0	14,420	0	
6300.610 Miscellaneous expense	38,487	23,053	7,869	32,500	0	32,500	0	
6300.690 Depreciation expense	378,233	369,042	0	215,000	0	221,450	0	
6300.695 Bank Fees	16,050	15,550	14,030	16,000	0	16,480	0	
6300.700 Ent. Imp Fee Expense	5,697	0	0	0	0	0	0	
6300.710 Ent. Capital Projects	4,971	0	0	35,000	0	36,050	0	
6300.750 Treatment Plant	48,438	41,656	46,039	60,000	0	61,800	0	
6300.760 Treatment Plant - Utilities	35,630	45,491	55,459	46,000	0	56,000	0	
6302.130 Water GASB 68 actuarial expense	32,854	0	0	0	0	0	0	
6303.130 Water GASB 68 pension benefit expense	(39,718)	0	0	0	0	0	0	
Total Operating expense	1,278,023	1,425,489	906,768	1,275,480	0	1,388,100	0	
Total Income From Operations:	400,029	497,756	736,436	0	0	0	0	
Non-Operating items:								
5520 Impact fee-water	200,607	186,480	96,108	267,000	0	170,000	0	

Garden City

Budgeting Worksheet

51 Water Fund - 07/01/2026 to 06/30/2027

100.00% of the fiscal year has expired

	2024 Actual	2025 Actual	2026 Actual	2026 Budget	2027 Actual	Original Budget	Revised Budget	Worksheet Notes
5535 Water Share Transfers	0	0	31,710	0	0	0	0	
5610 Interest income	110,062	142,011	94,200	10,000	0	90,000	0	
5611 Impact fee interest-water	87,629	41,227	3,669	5,000	0	5,150	0	
5800 Fund Balance Appropriation - PTIF	0	0	0	248,000	0	280,750	0	
Total Non-operating income	398,299	369,718	225,686	530,000	0	545,900	0	
Non-operating expense								
5830 Trans to Capital Equipment PTIF	0	0	0	100,000	0	103,000	0	
6300.820 Interest on long-term debt	139,360	107,861	116,707	155,000	0	159,650	0	
6300.825 Principle on long-term debt	0	0	0	275,000	0	283,250	0	
Total Non-Operating expense	139,360	107,861	116,707	530,000	0	545,900	0	
Total Non-Operating Items:	258,939	261,857	108,980	0	0	0	0	
Total Income or Expense	658,968	759,612	845,416	0	0	0	0	

Garden City

Budgeting Worksheet

61 Beach Access - 07/01/2026 to 06/30/2027
100.00% of the fiscal year has expired

	2024 Actual	2025 Actual	2026 Actual	2026 Budget	2027 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Revenue:								
Charges for services	0	300	50	0	0	0	0	
3470 Beach access revenue	0	300	50	0	0	0	0	
Total Charges for services	0	300	50	0	0	0	0	
Total Revenue:								
Expenditures:								
Culture and recreation								
Recreation	0	697	0	0	0	0	0	
4560.250 Beach Access Expenses	0	697	0	0	0	0	0	
Total Recreation	0	697	0	0	0	0	0	
Total Culture and recreation	0	697	0	0	0	0	0	
Total Expenditures:	0	697	0	0	0	0	0	
Total Change In Net Position	0	(397)	50	0	0	0	0	

Garden City

Budgeting Worksheet

91 General Fixed Assets - 07/01/2026 to 06/30/2027
100.00% of the fiscal year has expired

	2024 Actual	2025 Actual	2026 Actual	2026 Budget	2027 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Expenditures:								
Miscellaneous								
4101 Pension Admin	(33,363)	0	0	0	0	0	0	
4102 Amortization expense - ROU leases	19,693	0	0	0	0	0	0	
4201 Pension Public Safety	(1,787)	0	0	0	0	0	0	
4401 Pension Streets	(24,427)	0	0	0	0	0	0	
4402 Pension actuarial expense	49,283	0	0	0	0	0	0	
4406 Interest expense	1,963	0	0	0	0	0	0	
4407 Compensated absences expense	803	0	0	0	0	0	0	
Total Miscellaneous	12,165	0	0	0	0	0	0	
Total Expenditures:	12,165	0	0	0	0	0	0	
Total Change In Net Position	(12,165)	0	0	0	0	0	0	
Income or Expense								
Income From Operations:								
Operating expense	307,039	0	0	0	0	0	0	
4100 Depn expense - general government	307,039	0	0	0	0	0	0	
Total Operating expense	307,039	0	0	0	0	0	0	
Total Income From Operations:	307,039	0	0	0	0	0	0	
Total Income or Expense	307,039	0	0	0	0	0	0	

Sheet 1: Stipend & Aflac Breakdown

Category	Employee #	Employee Type	Rate per Employee	Pay Period Total	Annual Total
Stipend	12	Full Time	\$325.00	\$3,900.00	\$101,400.00
Stipend	2	Part Time	\$179.40	\$358.80	\$9,328.80
Stipend Total					\$110,728.80
Aflac	12	Full Time	\$50.00	\$600.00	\$15,600.00
Aflac	2	Part Time	\$25.00	\$50.00	\$1,300.00
Aflac Total					\$16,900.00
Combined Total (Stipend + Aflac)					\$127,628.80

Sheet 2: Health Insurance Comparison

Category	Employees Monthly Cost Annual Cost
PEHP Health Insurance 12 Full Time	\$18,995.28
PEHP Health Insurance Total	\$227,943.36

Sheet 3: Cost Comparison

Comparison	Amount
Stipend + Aflac Total	\$127,628.80
PEHP Insurance Total	\$227,943.36
Cost Difference	\$100,314.56

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease") is effective as of the latter of the signature dates below ("Effective Date") by and between **TOWN OF GARDEN CITY**, a municipal corporation ("Lessor") and **TOWERCO VI, LLC**, a Delaware limited liability company ("Lessee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises. Lessor is the owner of certain real property located in Garden City, County of Rich, State of Utah, commonly known as 69 N. 300 West Street, Garden City, UT 84028 (parcel no. 41-20-000-0048) (the "Parent Parcel"), as more particularly described in Exhibit "A" annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor approximately Four Thousand Two Hundred Fifty (4,250) square feet of the Parent Parcel ("Ground Space") and all access and utility easements if any ("Easements"), (the Ground Space and the Easements shall collectively be referred to as the "Premises") as described in Exhibit B annexed hereto.

2. Use. The Premises may be used by Lessee and Lessee's tenants and licensees for the transmission and receipt of wireless communication signals in any and all frequencies, the construction, maintenance, operation, subleasing and licensing of towers, antennas, and buildings, and related facilities and activities, and for any other uses which are incidental thereto ("Intended Use"). Lessee and its sublessees and licensees shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Premises (the "Governmental Approvals"). Lessor further agrees to cooperate with Lessee in executing and delivering any documents requested by Lessee to obtain Government Approvals necessary for its Intended Use. In the event that Lessee's Intended Use of the Premises is actually or constructively prohibited then, in addition to any other remedies available to Lessee, Lessee shall have the option to terminate this Lease with notice to Lessor.

In the event that any such Government Approval shall require, as a condition of such Government Approval being granted or maintained, or in the event that it is reasonably advisable for Lessee to propose during the application process for such Government Approval, the establishment and/or maintenance of a tree buffer easement or other similar landscaping or preservation scheme regarding vegetation surrounding the Premises (a "Vegetative Buffer"), Lessor hereby agrees to such proposal and to comply with the terms of such Vegetative Buffer requirement, including the timely execution of any additional documents necessitated thereby, for the Term of this Lease, at no additional cost to Lessor. Lessor shall be responsible, at Lessor's cost, for the maintenance and replacement, if necessary, of vegetation that is existing within such Vegetative Buffer at the time such Vegetative Buffer is required as a condition of the Government Approval. Lessee and Lessor hereby agree that Lessee shall be responsible, at Lessee's cost, for the installation and maintenance, during the Term of this Lease, of any supplemental plantings required by such Government Approval (the "Supplemental Landscaping"). Lessor hereby consents to Lessee's installation and maintenance of the Supplemental Landscaping and hereby grants Lessee sufficient easement rights over, under and

across the Parent Parcel as reasonably necessary to accomplish the same, whether or not such Supplemental Landscaping is located within the Premises.

3. Term. The term of this Lease shall be five (5) years commencing on the date Lessee begins commercial operation of the Improvements (as defined in Paragraph 6(a)) or the third anniversary of the Effective Date, whichever first occurs ("Commencement Date") and terminating on the fifth (5th) anniversary of the Commencement Date (the "Initial Term") unless otherwise provided in Paragraph 8.

4. Renewal Terms. Lessee shall have the right to extend this Lease for nine (9) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Term or the Renewal Term which is then in effect. The Initial Term and any Renewal Term(s) shall be referred to herein as the "Term".

5. Consideration. During the Term, Lessee shall pay Lessor the monthly sum of One Thousand and No/100 DOLLARS (\$1,000.00) ("Rent"). Rent shall be payable on the first day of each month in advance to Lessor at Lessor's address as specified in Paragraph 16 below. Rent shall be increased on the commencement of each Renewal Term by fifteen percent (15%) over the Rent payable during the immediately preceding term.

As further consideration for Lessor to enter into this Lease, Lessee shall pay to Lessor within ten (10) days of the Effective Date of this Lease, a one-time signing bonus of Five Hundred DOLLARS (\$500).

6. Improvements; Utilities; Access.

(a) Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain on the Premises improvements, personal property and facilities necessary or desired for its Intended Use (collectively the "Improvements"). The Improvements shall remain the exclusive property of the Lessee throughout the term and after the termination of this Lease. Lessee may construct, alter, demolish, reconstruct, restore, replace, supplement, modify and reconfigure the Improvements at any time during the Term of this Lease. Lessee shall remove all of the above-ground portions of the Improvements not later than one hundred eighty (180) days following any termination of this Lease. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon the Improvements or Premises. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Improvements. In the event that a guyed tower is constructed on the Premises, Lessor also grants Lessee an easement in, over, across and through Lessor's real property during the Term of this Lease for the installation and maintenance of and reasonable access to the guy wires and guy wire anchors.

(b) Lessee shall have the right to install power, telecommunications, cables, conduit, and any other utilities, including cabinets, vaults and improvements directly related to

such utilities, in an exclusive easement on the Premises, at Lessee's expense, and to improve present utilities on the Premises (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Premises and the Improvements. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Premises, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on the Parent Parcel or other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute within fifteen (15) days a separate written easement to the utility company providing the service or Lessee in a form which may be filed of record evidencing this right.

(c) Lessor grants to Lessee, its officers, agents, employees, sublessees, licensees and their independent contractors, the right and privilege to enter upon the Premises and the Parent Parcel, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Premises and all or part of the Parent Parcel. Lessor grants Lessee and its sublessees and licensees a license to use such portion of Lessor's property contiguous to the Premises on a temporary basis as reasonably required during the Term of this Lease for the construction, installation, maintenance or removal of the Improvements, including access for construction machinery and equipment, storage of construction materials and equipment and staging areas.

(d) Lessor represents and warrants to Lessee that Lessee shall at all times during this Lease enjoy ingress, egress and access from the Premises twenty-four (24) hours a day, seven (7) days a week to an open and improved public road which presently exists and which shall be adequate to service the Premises and the Improvements. If no such public road exists or ceases to exist in the future, Lessor will grant an exclusive easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Premises and the Improvements. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement within fifteen (15) days of evidencing this right and Lessor shall maintain access to the Easements in a free and open condition so that no interference is caused to Lessee by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easements.

7. Lessor's Representations and Warranties. As an inducement for Lessee to enter into and be bound by the terms of this Lease, Lessor represents and warrants to Lessee and Lessee's successors and assigns that Lessor (i) has good and marketable title to the Premises, (ii) has the authority to enter into and be bound by the terms of this Lease, (iii) to the best of Lessor's knowledge, there are no pending or threatened lawsuits, administrative actions (including bankruptcy or insolvency proceedings), suits, claims or causes of action against Lessor or which may otherwise affect the Premises, and (iv) the Premises are not presently subject to an option, lease, agreement or other contract which may adversely affect Lessor's ability to fulfill its obligations under this Lease. Lessor covenants and agrees that it shall not grant an option or enter into any contract which will adversely affect Lessee's Intended Use (as defined in paragraph 2 above) of the Premises until this Lease expires or is terminated by Lessee. The representations and warranties of Lessor shall survive the termination or expiration of the term of this Lease.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences good faith efforts to cure the default within such period the cure period may be extended upon mutual agreement, in writing, of the parties hereto;

(b) Upon thirty (30) days' written notice by Lessee to Lessor if (i) Lessee is unable to obtain or maintain any license, permit or other Governmental Approval necessary for the construction and operation of the Improvements or Lessee's business or (ii) Lessee's Intended Use of the Premises is actually or constructively interfered with; or

(c) By Lessee for any reason upon written notice from Lessee to Lessor.

9. Subleases. Lessee at its sole discretion shall have the right, without the consent of or notice to Lessor, to license, sublease or otherwise allow the occupancy of all or a portion of the Premises and the Improvements. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the tower and Improvements, and erect and install additional improvements and personal property on the Premises and Improvements, including but not limited to antennas, dishes, cabling, utilities, emergency or back up power, generators, and equipment shelters. Lessee's licensee(s) and sublessee(s) shall be entitled to all rights of ingress and egress to the Premises, the right to install utilities on the Premises and the right to use the Premises for the Intended Use as if said licensee or sublessee were the Lessee under this Lease.

10. Taxes. Lessee shall pay any personal property taxes assessed on the Improvements. Lessor agrees to provide to Lessee a copy of any notice, assessment or billing relating to any real or personal property taxes for which Lessee is responsible under this Lease within thirty (30) days of receipt of same by Lessor. Lessee shall have the right, at its sole option, and at its sole cost and expense, to appeal, challenge or seek modification of any real or personal property tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Lease.

11. Damage or Destruction. If the Premises or the Improvements are destroyed or damaged so as to hinder the effective use of the Improvements in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor.

12. Condemnation. If a condemning authority takes all of the Premises, or a portion sufficient in Lessee's determination, to render the Premises in the opinion of Lessee unsuitable for the use which Lessee was then making of the Premises, this Lease shall terminate the earlier of (i) the date title vests in the condemning authority or (ii) the date the condemning authority takes possession of the Premises or a portion of it. Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Lessee shall include, where applicable, the value of its Improvements, moving expenses, prepaid rent, lost business, goodwill, and business relocation expenses).

13. Insurance. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Improvements, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises and Improvements. Lessor, at Lessor's sole cost and expense, shall procure and maintain on the Parent Parcel, bodily injury and property damage insurance with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessor, its employees and agents arising out of or in connection with Lessor's use, occupancy and maintenance of the Parent Parcel.

14. Interference. Lessor shall not, nor shall Lessor permit its lessees, licensees, invitees or agents, to use any portion of the Parent Parcel or adjacent real property owned or controlled by Lessor in any way which interferes with Lessee's Intended Use of the Premises. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to immediately terminate such interference. In the event such interference is not immediately rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring an action to enjoin such interference or to terminate this Lease with notice to Lessor.

15. Environmental Compliance. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority ("Hazardous Materials") on, under, about or within the Parent Parcel and/or Premises in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Parent Parcel and/or Premises in violation of any law or regulation. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. This Lease shall at the option of Lessee terminate and be of no further force or effect if Hazardous Materials are discovered to exist on the Parent Parcel and/or Premises through no fault of Lessee after Lessee takes possession of the Premises and Lessee shall be entitled to a refund of all the consideration paid in advance to Lessor under this Lease.

16. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or via a nationally recognized overnight delivery service to the following addresses or to such other addresses as may be specified in writing at any time during the term of this Lease:

If to Lessor, to:

Town of Garden City

69 N. 300 West Street, Garden City, UT 84028
Attention: Mike Leonhardt
Phone: 435-946-2901
Email: office@gardencityutah.gov

If to Lessee, to:

TowerCo VI, LLC
5000 Valleystone Drive, Suite 200
Cary, North Carolina 27519
Attn: Property Management
Site ID #: UT0063

17. Quiet Enjoyment. Lessor covenants that it shall comply with all applicable laws, regulations and requirements related to the Premises and that Lessee shall have the quiet enjoyment of the Premises during the term of this Lease. Lessor shall indemnify Lessee from and against any loss, cost, expense or damage including attorneys' fees associated with a breach of the foregoing covenants. In the event that Lessor fails to keep the Premises free and clear of any liens and encumbrances, Lessee shall have the right but not the obligation to satisfy such lien or encumbrance and deduct the full amount paid by Lessee on Lessor's behalf from future installments of Rent. Lessor agrees to indemnify and hold harmless Lessee from any and all claims and/or notices of non-compliance brought against Lessor for any breach by Lessor of this warranty, and Lessor agrees to allow Lessee to continue to quietly enjoy the use of Lessor's Premises while Lessor remedies any such non-compliance. Should Lessee's use of the Premises become compromised due to any breach of the warranty and covenants contained in this paragraph, Lessor acknowledges that Lessee shall be substantially harmed and Lessee will seek to recover from Lessor any damages Lessee may sustain.

18. Occurrence of Lessor Default. The covenants, representations and conditions in this Lease are mutual and dependent. Upon the occurrence of any breach or nonperformance of any representation, warranty, covenant, agreement or undertaking made by Lessor in this Lease ("Default"), Lessee shall have the option to pursue any one or more of the following remedies without notice or demand: (a) Lessee, may, at its sole election, terminate the Lease; (b) Lessee, may, without being obligated and without waiving the Default, cure the Default, whereupon Lessor shall pay to Lessee, upon demand, all costs expenses, and disbursements incurred by Lessee to cure the Default. Lessee shall be permitted to offset said costs, expenses and disbursements incurred by Lessee against Rent or any other amounts due or becoming due by Lessee to Lessor under this Lease; or (c) Lessee shall be entitled to pursue any and all other rights or remedies available at law or equity, including specific performance of this Lease, with respect to Lessor's default.

19. Assignment. Lessee may assign this Lease without the consent of or notice to Lessor. From and after the date this Lease has been sold, assigned or transferred by Lessee to a third party agreeing to be subject to the terms hereof, Lessee shall immediately be released from any and all liability under this Lease, including the payment of any rental or other sums due, without any further action. Additionally, Lessee may mortgage or grant a security interest in this Lease

and the Improvements, and may assign this Lease and the Improvements to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). If requested, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than ten (10) days after the receipt of the default notice. If a termination, disaffirmance or rejection of the Lease pursuant to any laws (including any bankruptcy or insolvency laws) by Lessee shall occur, or if Lessor shall terminate this Lease for any reason, Lessor will give to the Secured Parties prompt notice thereof and Lessor will give the Secured Parties the right to enter upon the Premises during a thirty (30)-day period commencing upon the Secured Party's receipt of such notice for the purpose of removing any Improvements. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

20. Successors and Assigns. This Lease shall run with the Premises and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

21. Liability and Indemnity. Lessee shall indemnify and hold Lessor harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessee or Lessee's agents or employees in or about the Premises. Lessor shall indemnify and hold Lessee harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessor or Lessor's agents, employees, lessees, invitees, contractors or other tenants occurring in or about the Parent Parcel. The duties described herein survive termination of this Lease.

22. Right of First Refusal; Sale of the Premises. If Lessor elects to grant to a third party by easement, or other legal instrument, an interest in and to any portion of the Premises for any purpose relating to operating and maintaining communications facilities or the management thereof, with or without an assignment of this agreement to such third party (including but not limited to assignments of rental streams associated with this agreement), Lessee shall have the right of first refusal to meet any bona fide offer of assignment, or any other transfer on the same terms and conditions as such offer. Lessor shall immediately provide the Lessee with a copy of the bona fide offer together with a notice describing the offer in sufficient detail. If Lessee fails to accept such bona fide offer within thirty (30) days after receipt of the foregoing, Lessor may sell or grant the easement or interest in the Premises in accordance with the terms of such bona fide offer.

23. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Lease, and supersedes all offers, negotiations and

other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by the parties.

(d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(e) This Lease shall be construed in accordance with the laws of the state in which the Premises is situated.

(f) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(g) Upon request of Lessee, Lessor shall promptly execute and deliver to Lessee such documents as Lessee requests to evidence Lessee's rights in the Premises, including a memorandum of option and a memorandum of lease and/or amendments thereto. Lessee may file such documents of record in the property records in the county in which the Premises are located.

(h) Lessee may obtain title insurance on its interest in the Premises, and Lessor shall cooperate by executing documentation required by the title insurance company. In the event the Premises is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish, within thirty (30) days written request by Lessee, a non-disturbance agreement to the effect that Lessee and Lessee's sublessees or licensees will not be disturbed in the occupancy of the Premises by any foreclosure; provided that the rights and interests of Lessee under this Lease shall be subject and subordinate to such mortgage or deed of trust.

(i) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart and that scanned or electronically reproduced copies of this Lease shall have the same force and effect as originals.

(j) Lessor will not, during the term of this Lease together with any extensions thereof, enter into any other lease, license, or other agreement for a similar purpose as set forth herein, on or adjacent to the Parent Parcel.

(k) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Lease, such party shall not unreasonably condition, delay or withhold its approval or consent.

[SIGNATURES BEGIN ON NEXT PAGE]

EXHIBIT "A"

DESCRIPTION OF PARENT PARCEL

The Parent Parcel is described and/or depicted as follows:

(to be included upon receipt of title)

Parcel No. 41-20-000-0048

EXHIBIT "B"

DESCRIPTION OR DEPICTION OF PREMISES

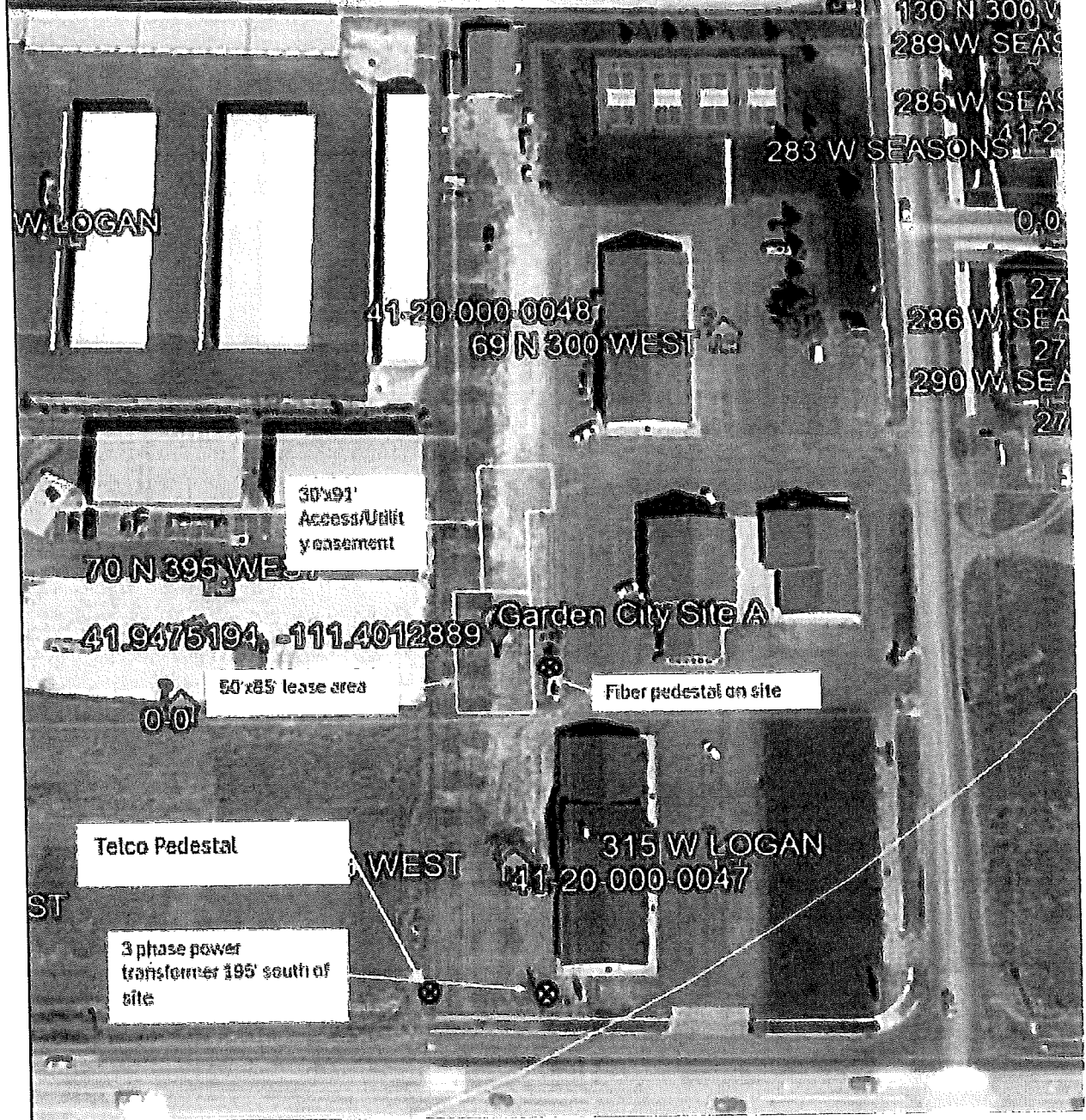
An approximately 50' x 85' (4,250) square foot tract of land, together with easements for ingress, egress and utilities described or depicted as follows:

(see attached)

Note: At Lessee's option, Lessee may replace this Exhibit with an exhibit setting forth the legal description of the Premises, or an as-built drawing depicting the site. Any visual or textual representation of the Improvements and facilities is illustrative only, and does not limit the rights of Lessee as provided for in the Lease. Without limiting the generality of the foregoing:

1. The Premises may be setback from the boundaries of Lessor's property as required by the applicable governmental authorities.
2. The access road's width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Lessee and/or the servicing utility company in compliance with local laws and regulations.

Proposed Site Plan (Site Sketch) with Access and



Prepared by and return to:

Jason Catalini
TowerCo
5000 Valleystone Drive, Suite 200
Cary, North Carolina 27519

(Recorder's Use Above this Line)

STATE OF UTAH)
)
COUNTY OF RICH)

PARCEL NO. 41-20-000-0048

MEMORANDUM OF GROUND LEASE AGREEMENT

This Memorandum of Ground Lease Agreement ("Memorandum") is entered into on this ____ day of _____, 2026, by and between **TOWN OF GARDEN CITY**, a municipal corporation, having a mailing address of 69 N. 300 West Street, Garden City, UT 84028 (hereinafter referred to as "**Lessor**") and **TOWERCO VI, LLC**, a Delaware limited liability company having a mailing address of 5000 Valleystone Drive, Suite 200, Cary, North Carolina, 27519 (hereinafter referred to as "**Lessee**").

1. Lessor and Lessee entered into that certain Ground Lease dated the ____ day of _____, 2026 (the "Lease") for certain real property and easements as described in **Exhibit B** attached hereto (collectively, the "Premises"), which are a portion of that certain parcel of real property located in Garden City, County of Rich, State of Utah, described in **Exhibit A** attached hereto (the "Land").
2. The Lease shall have an initial term of five (5) years, with nine (9) additional five (5) year renewal terms.
3. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed. In the event of a conflict between the terms of this Memorandum or the addition of any terms in this Memorandum which are not contained in the Lease, the Lease shall control. The terms of the Lease are hereby incorporated by reference.
4. Pursuant to the Lease, Lessee has a right of first refusal to meet any bona fide offers for any grant from Lessor to a third party by easement or other legal instrument of an interest in and to any portion of the Land, the Premises or the Lease for any purpose relating to operating and

maintaining communications facilities or the management thereof, with or without an assignment of the Lease to such third party, including but not limited to assignments of any right to the rent or rental stream associated with the Lease.

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EXHIBIT "A"

DESCRIPTION OF LAND

The Land is described and/or depicted as follows:

(to be included upon receipt of title)

Parcel No. 41-20-000-0048

EXHIBIT "B"

DESCRIPTION OR DEPICTION OF PREMISES

An approximately 50' x 85' (4,250) square foot tract of land, together with easements for ingress, egress and utilities described or depicted as follows. Exact legal description to be determined by survey.

(see attached)

Note: At Lessee's option, Lessee may replace this Exhibit with an exhibit setting forth the legal description of the Premises, or an as-built drawing depicting the site. Any visual or textual representation of the Improvements (as defined in the Lease) and facilities is illustrative only, and does not limit the rights of Lessee as provided for in the Lease. Without limiting the generality of the foregoing:

1. The Premises may be setback from the boundaries of Lessor's property as required by the applicable governmental authorities.
2. The access road's width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Lessee and/or the servicing utility company in compliance with local laws and regulations.

Proposed Site Plan (Site Sketch) with Access and

