V ***Virgin Town***

To: Mayor and Town Council Members

From: Mark C. Meyers, Town Manager

Date: July 16, 2026

Subject: Proposed Fiber Optic Internet Services Agreement - InfoWest

Background

InfoWest, a provider of fiber optic internet based in St. George, has proposed bringing their services to Virgin Town in 2026 (see attached map). The service includes up to 2 gig internet speeds. Prices start at $45 per month for family plans and $60 per month for business plans. (Current promotional rates for residential service are $35 per month for the first 6 months.)

What has brought the company to town is the award of a federal BEAD grant to provide 137 underserved locations with fiber optic internet services. They will also be able to serve additional surrounding homes. Importantly, they will serve some areas that SC Broadband is not, including east of Kolob Terrace Road.

I have been working with Randon Anderson, Fiber Strategy and Development, on a draft franchise agreement. Town Attorney Heath Snow reviewed and further revised their original draft (see attached agreement). InfoWest has agreed to all proposed changes. In brief, it is a non-exclusive agreement for an initial period of 15 years with a 10-year renewal period thereafter unless either party terminates it. The agreement includes collection of a franchise fee (currently 3.5%) on any telephone communication services.

The addition of fiber optic technology to homes and businesses would is a significant improvement for those who rely on fast, reliable internet connectivity. Another provider in this space would bring additional choice to the community.

Recommendation

It is recommended that Town Council consider approving a franchise agreement with InfoWest for the provision of fiber optic services.

VIRGIN, UTAH
Resolution No. R2026-

A RESOLUTION OF THE TOWN COUNCIL OF VIRGIN TOWN, UTAH, APPROVING A NON-EXCLUSIVE TELECOMMUNICATIONS FRANCHISE AGREEMENT WITH FIF ST. GEORGE, LLC, DBA INFOWEST, DBA GO FIBER, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, Virgin Town has reviewed a proposed Franchise Agreement between Virgin Town and FIF St. George, LLC, d/b/a InfoWest, d/b/a Go Fiber, for the construction, operation, maintenance, and use of telecommunications facilities within the Town's public rights-of-way; and

WHEREAS, the Town Council finds that entering into the Franchise Agreement is in the best interests of the Town and its residents and will facilitate the provision of telecommunications services while protecting the Town's public rights-of-way; and

WHEREAS, the Franchise Agreement grants a non-exclusive franchise subject to the terms and conditions set forth therein and applicable federal, state, and local laws.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF VIRGIN, UTAH, THAT:

1. **Approval of Franchise Agreement.**
   The Franchise Agreement between Virgin Town and FIF St. George, LLC, d/b/a InfoWest, d/b/a Go Fiber, substantially in the form presented to the Town Council, is hereby approved.

2. **Authorization to Execute**.
   The Mayor is authorized and directed to execute the Franchise Agreement on behalf of Virgin Town, together with such non-substantive changes as may be approved by the Town Attorney and Mayor, provided such changes do not materially alter the intent of the Agreement.

3. **Effective Date**.
   This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of Virgin, Utah, this 18 day of August, 2026.

By: ______________________________
Jean Krause, Mayor

Attest: ____________________________
Krystal Percival, Town Clerk/Recorder

Vote	Aye	Nay	Abstain
Jean Krause, Mayor	☐	☐	☐
Paul Luwe, Council Member	☐	☐	☐
Valerie Wenz, Council Member	☐	☐	☐
April McKeon, Council Member	☐	☐	☐
Jim Kietzman, Council Member	☐	☐	☐

RECORDED this __________ day of _______________2026

PUBLISHED or POSTED this __________ day of ________________, 2026.

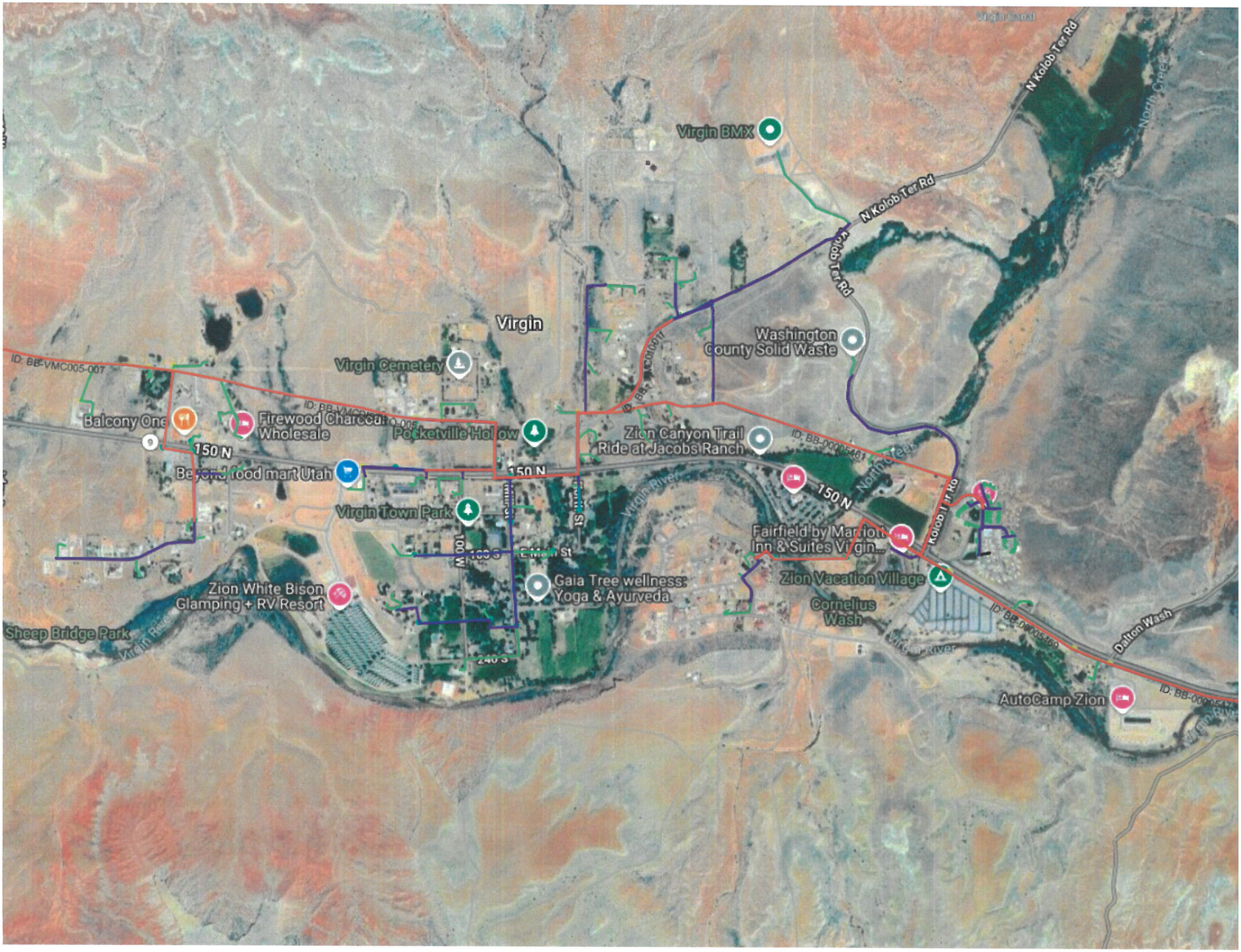
CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

In accordance with Utah Code Annotated §63G-30-102 as amended, I, the Town Clerk/Recorder of Virgin, Utah, hereby certifies that the foregoing Ordinance was duly passed and published or posted via Class A Notice at:

1) Utah Public Notice website
2) Virgin Town website, www.virgin.utah.gov
3) Virgin Town Hall

____

Krystal Percival, Town Clerk/Recorder
Virgin Town, Utah


Virgin BMX
N Kolob Ter Rd
Kolob Ter Rd
North Creek
Virgin
Washington
County Solid Waste
Virgin Cemetery
ID: BB-VMC005-007
Balcony One
Firewood Charcoal
Wholesale
Pocketville Hollow
Zion Canyon Trail
Ride at Jacobs Ranch
150 N
Virgin Town Park
Virgin River
Fairfield by Marriott
Inn & Suites Virgin...
Zion Vacation Village
Gaia Tree wellness:
Yoga & Ayurveda
Zion White Bison
Glamping + RV Resort
Cornelius
Wash
Sheep Bridge Park
100 W
240 S
Dalton Wash
AutoCamp Zion

FRANCHISE AGREEMENT

(FIF St. George, LLC, dba InfoWest, dba Go Fiber)

THIS FRANCHISE AGREEMENT (this "Agreement") is entered into this ______ day of June, 2026 ("Effective Date") by and between VIRGIN TOWN, a municipal corporation and political subdivision of the State of Utah, with principal offices at 114 Mill Street, Virgin, UT 84779 ("Town") and FIF ST. GEORGE, LLC, DBA INFOWEST, DBA GO FIBER, a telecommunications corporation with its principal offices at 435 E Tabernacle St, St. George, Utah 84770 ("Provider"). The Town and the Provider may sometimes be referred to individually as a "Party" and collectively as "the Parties".

RECITALS

WHEREAS, the Provider desires to provide Communications Services within the Town and, in connection therewith, to establish a communications system in, under, along, over and across present and future Public Ways of the Town; and

WHEREAS, after extensive consideration, the Town, in exercising its management of Public Ways, has determined that it is in the best interest of the public to provide the Provider a non-exclusive franchise agreement to install, repair, replace and operate the Provider's Communications System within the Town; and

WHEREAS, the Town and the Provider have negotiated an arrangement whereby the Provider may operate the System and provide Communication Services within the Service Area pursuant to the terms and conditions outlined in the below Agreement and all applicable Town ordinances, and subject to the further reasonable regulation under the Town's police and other regulatory power.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Town and the Provider hereby agree as follows:

ARTICLE 1
DEFINITIONS AND GRANT OF FRANCHISE

1.1. **Definitions**. The terms, phrases, words, and abbreviations set forth below in this Article shall have the meanings ascribed to them. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

a. "*Communications Services*" means any communications services provided by Provider using Provider's Communications System, including but not limited to, the transmission of voice, data, video, electronic information, or other subsequently developed technology that carries an electronic signal over fiber optic cable, copper cable, or wireless antennas. Communications Services also includes wireless and non-switched, dedicated, and private line, high-capacity fiber optic transmission services to firms, businesses, or institutions within the Town.

b. "*Provider*" means FIF St. George, LLC, d/b/a InfoWest, d/b/a Go Fiber, a Utah limited liability company, and includes its lawful successors, transferees, and assigns.

c. "*Provider's Communications System*" or "*System*" means the network of fiber optic and/or copper cable and/or wireless system constructed and operated within Town's Public ways, and includes all cables, wires, fibers, antennas, conduits, ducts, pedestals, vaults and any associated converter, equipment, enclosures, or other facilities designed and constructed for the purpose of providing Communications Services within the Service Area.

d. "*Public Ways*" means the surface of, and any space above or below, any public street, highway, freeway, bridge, path, alley, court, boulevard, sidewalk, parkway, lane, drive, circle, or any other public right of way including, but not limited to, public utility easements, utility strips, or rights of way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon, now or hereafter held or maintained by the Town in the Service Area, which shall entitle the Town and the Provider the use thereof for the purpose of installing, repairing, maintaining, removing, replacing and operating the Provider's Communications System. Public Ways also means any of the above interests now owned or hereafter acquired by the Town within the Service Area.

e. "*Town*" means Virgin Town, a Utah municipal corporation and political subdivision of the State of Utah located in Washington County, Utah.

f. "*Town Council*" means the governing and legislative body of Virgin Town consisting of the Town's mayor and 4 additional elected councilmembers.

g. "*Service Area*" means the present municipal boundaries of the Town and includes any additions thereto by annexation or other legal means.

h. "*UMTLTA*" or "*Act*" means the Utah Municipal Telecommunications License Tax Act Title 10, Chapter 1, Sections 401 through 410, Utah Code Annotated, 1953 as amended

1.2. **Agreement.** Upon approval by the Town Council and execution by both of the Parties, this Agreement shall be deemed to constitute a binding contract by and between the Town and the Provider.

1.3. **Grant of Franchise.** The Town, through this Agreement, hereby grants to Provider the non-exclusive right, privilege, and franchise to install, repair, maintain, remove, replace and operate the Provider's Communications System on, in, under, over and across the present and future Public Ways in the Town in order to provide the Communications Services.

1.4. **Approvals, Licenses, and Permits.** The Provider hereby acknowledges that it has, or will, obtain any and all necessary approvals, licenses or permits required by federal, state and Town law to provide the Communications Services consistent with the provisions of this Agreement.

1.5. **Financial Capability.** The Provider hereby warrants that it has the financial capability to construct, maintain, and operate the System and to otherwise comply with the provisions of this Agreement.

1.6. **Relationship of Parties.** 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 a manner that would indicate any such relationship.

1.7. **Use of Specific Town Facilities.** This franchise grants to the Provider the right to use Town poles, conduit, or other facilities so long as the facility has the capacity to receive the same, taking into account any usage of capacity that the Town reasonably intends to utilize within the immediate five (5) years. Accordingly, Provider must work with the Town for and obtain approval of such use.

1.8. **Grant Limited to Occupation.** Nothing contained herein shall be construed to grant or convey any right, title, or interest in the Public Ways of the Town to Provider, nor shall anything contained herein constitute a warranty of title.

ARTICLE II
FRANCHISE FEE

2.1. **Franchise Fee.**

a. This agreement is subject to the UMTLTA, enrolled at the time this Agreement is signed or as may be amended. Provider shall pay the Town's municipal telecommunications license tax at a rate as defined in Section 2.1(d) for taxable Services attributed to the Town. Said tax shall be paid through the Utah State Tax Commission.

b. All payments shall be made to the Utah State Tax Commission, whose current address is as follows:

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

c. Payments are due to the Utah State Tax Commission within forty-five (45) days after receipt by the Provider. Interest shall accrue on late payments at the rate of 1 ½% per month until paid. Compliance by the Provider with the terms and provisions of the M UMTLTA, and any rules and regulations promulgated thereunder, shall satisfy all requirements of this Agreement with respect to the calculation and payment of the Franchise Fee.

d. The Town and the Provider hereby agree to negotiate in good faith any amendments to this Agreement as shall be necessary to accommodate changes in the Franchise Fee including payment provisions; provided, however, such new or changed provisions shall substantially conform with the provisions contained in any permits held by other similarly situated companies. The Franchise Fee shall at all times be imposed at the maximum rate permitted under the UMTLTA, and this Agreement shall be deemed automatically conformed to any change in such maximum rate, with the Parties cooperating in good faith to memorialize such change by written amendment.

e. Town shall have access to any and all of Provider's business records upon reasonable notice for the purpose of auditing compliance with the above tax provisions.

f. The Provider hereby represents to the Town that one of the purposes for entering into this Agreement is to obtain authority to build the System within the Town to provide Communications Services to customers within the Town.

2.2. **Equal Treatment.** The Town hereby agrees that if any service forming part of the base for calculating the Franchise Fee under this Agreement is, or becomes, subject to competition from a third party, the Town will either impose and collect from any such third party a fee or tax on gross revenues from such competing service in the same percentage identified herein, plus the percentage specified as a utility revenue tax or license fee in the then-current ordinances of the Town, or to waive collection of the fee(s) provided for herein that are subject to such competition.

ARTICLE III
TERM AND RENEWAL

3.1. **Term and Renewal.** The franchise granted to the Provider herein shall be for a period of Fifteen (15) years commencing on the Effective Date first set forth above in this Agreement unless this Agreement is terminated sooner as provided herein (the "Initial Term"). At the end of the Initial Term of this Agreement, the franchise granted herein may be renewed by the Town and the Provider upon the same terms and conditions as contained in this Agreement for an additional ten (10) year term (the "Renewal Term" and collectively with the Initial Term, the "Term"), by the Provider providing to the Town's representative designated herein written notice of the Provider's intent to renew not less than ninety (90) calendar days before the expiration of the Initial Term.

3.2. **Rights of Provider upon Expiration or Revocation.** Upon expiration of this Agreement, whether by lapse of time, by agreement between the Parties, or by revocation or forfeiture, the Provider shall have the right to remove from the Town' s Public Ways any and all of its System; however, in such an event, it shall be the duty of the Provider, immediately upon such removal, to restore the Public Ways for which such system is removed to as good a condition as the same was before the removal was affected.

3.3. **Rights of Town upon Expiration or Revocation**. Upon expiration of the Term, forfeiture, or lawful revocation of this Agreement, and if no renewal or extension thereof is agreed upon, the Provider may, at the discretion of the Town Council, be required, in part or entirely, to remove the System, including without limitation, all its wires, poles, fixtures, and other facilities or equipment installed or used in the enjoyment of the franchise. Alternatively, and at the discretion of the Town Council, the removal or sale of such facilities and equipment may be directed, limited, or conditioned by the Town by agreement between the Parties or through means of other lawful municipal power or right. The Town may continue to invoke any or all provisions of this franchise Agreement against the Provider or any successor entity enjoying de facto franchise privileges after expiration or revocation. The Town and the Provider shall work together to take all other actions deemed by the Town as necessary and proper to accommodate the transition to any successor as may be in the best interest of the Town or its inhabitants and the Provider.

ARTICLE IV
USE AND RELOCATION OF FACILITIES IN THE PUBLIC RIGHTS-OF-WAY

4.1. **Franchise Rights to Use the Public Rights-of-Way.** The Provider shall have the right to use the Public Ways within the Town to install, repair, maintain, remove, replace, and operate the Provider's Communications System subject to the conditions set forth in this Agreement; provided, however, that the Provider shall not, pursuant to this Agreement, place any new poles, mains, cables, structures, pipes, conduits, or wires on, in, under, along, over, across or within any right-of-way, Town park, pleasure ground, or other recreational area currently existing or developed in the future without the Town's prior approval through such permit or permits as may then be required under applicable Town ordinances, including, without limitation, building permits and excavation permits. Nothing contained herein shall preclude the Town from granting a revocable permit for such purpose. In addition, the Provider shall have the right to utilize any easements across private property granted to the Town for utility purposes; provided, however, that the Provider obtain the Town's prior written permission in each case and the documents granting any such easements to the Town to authorize such use. The Provider specifically understands and acknowledges that certain Town easements and rights-of-way may be prescriptive in nature, and that nothing in this Agreement extends permission to use the easement or right-of-way beyond the extent that the Town may have acquired, and such easements and rights-of-way may be subject to third party prior or after-acquired interests. The Provider is cautioned to examine each individual easement and right-of-way and the legal arrangement between the Town and affected property owners. The Town assumes no duty or obligation to defend any interest in any easement or right-of-way, and the Provider remains solely responsible to make any arrangements required as a result of other persons claiming an interest in the Town easement or right-of-way.

4.2. **Provider Duty to Relocate; Subordination to Town Use.** Whenever the Town, for any lawful public purpose, shall require the relocation or reinstallation of any property of the Provider or the Provider' s successors in any of the streets, alleys, rights-of-way, or public property of the Town, it shall be the obligation of the Provider, upon notice of such requirement and written demand made of the Provider, and within a reasonable time thereof, but not less than thirty (30) calendar days, to remove and relocate or reinstall such facilities as may be reasonably necessary to meet the requirements of the Town. Such relocation, removal, or reinstallation by the Provider shall be at no cost to the Town; provided, however, that the Provider and its successors and assigns may repair, maintain, remove, replace, and operate such facilities, with the necessary appurtenances, in the new location or locations without additional payment, if the new location is a public place. Notwithstanding the foregoing, the duty of the Provider to install or relocate its lines underground shall be subject to the provisions of Article IV, Paragraph 4.4 below. Any money and all rights to reimbursement from the State of Utah or the federal government to which the

Provider may be entitled for work done by the Provider pursuant to this Paragraph shall be the property of the Provider. The Town shall assign or otherwise transfer to the Provider all rights the Town may have to recover costs for such work performed by the Provider, within a reasonable time following notice thereof, and shall reasonably cooperate with the Provider' s efforts to obtain reimbursement. In the event the Town has required the Provider to relocate its facilities to accommodate a private third party, the Town shall use good faith to require such third party to pay the costs of any such relocation. Notwithstanding anything to the contrary herein, the Provider' s use of the Public Ways shall in all matters be subordinate to the Town' s use of the Public Ways for any public purpose. The Town and the Provider shall coordinate the placement of their respective facilities and improvements in a manner which minimizes adverse impact on each other. Where placement is not otherwise regulated, the facilities shall be placed with adequate clearance from such public improvements so as not to impact or be impacted by such public improvements.

4.3. **Duty to Obtain Approval to Move Provider Property; Emergencies.** Except as otherwise provided herein, the Town, without the prior written approval of the Provider, shall not intentionally alter, remove, relocate, or otherwise interfere with any facilities that constitute a portion of Provider's Communications System. Approval by Provider will not be unreasonable withheld. However, if it becomes necessary (in the judgment of the Mayor, Town Council, Town Engineer, Town Manager, Fire Chief, Police Chief, or their designees) to cut, move, remove, or damage any of the cables, appliances, or other fixtures of the Provider because of a fire, emergency, disaster, or other imminent threat thereof, these acts and other actions as may be reasonably necessary to protect the public and the Public Ways, may be done without prior written approval of the Provider, and any repairs to Provider's Communications System that become necessary as a result of the Town's emergency actions shall be made by the Provider, without charge to the Town. Should the Town take actions pursuant to this section, the Provider shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liens, or liability for (a) loss or damage to the Provider' s property; and/or (b) interruptions of Communications Services provided by the use of or through Provider' Communications System (including Communications Services provided by the Provider to the Provider' s customers), whether such claims, demands, liens, or liability arise from or are brought by the Provider, its insurers, the Provider's customers, or third parties. If, however, the Town requests emergency funding reimbursement from federal, state or other governmental sources, the Town shall include in its request the costs incurred by the Provider to repair facilities within the System damaged by the Town in responding to the emergency. Any funds received by the Town on behalf of the Provider shall be paid to the Provider within thirty (30) business days.

4.4. **Location to Minimize Interference.** All lines, poles, towers, pipes, conduits, equipment, property, structures, and assets of the Provider shall be located so as to minimize interference with the use of Public Ways by others and shall reasonably avoid interference with the rights of owners of property that abuts any of said Public Ways.

4.5. **Repair of Damage.** If, during the course of work on its facilities, the Provider causes damage to or alters any Public Ways, or other public property, the Provider, at its own cost and expense and in a manner approved by the Town, shall promptly and completely restore such Public Ways, or other public property to its previous condition in accordance with applicable Town ordinances, policies and regulations relating to repair work of similar character and to the reasonable satisfaction of the Town. Except in cases of emergency, the Provider, prior to commencing work in the Public Ways, shall make application for a permit to perform such work from the Town Engineer or other department or division designated by the Town. Provider shall also be required to obtain a road break permit from the Public Works Department. Such permit shall not be unreasonably withheld. The Provider shall abide by all reasonable regulations and requirements of the Town for such work. Provider shall complete such repair work according to the time and terms specified in the permits obtained pursuant to Section 4.1. If no restoration deadline is cited in said permits, then within thirty (30) days after completion of the work. If the work involves the cutting or excavation of any streets or sidewalks, Provider shall be required to post a restoration bond in the form and amount as required by Section 2.18 of Appendix B (Public Works Standards) to Title 16 of the Virgin Town Code (as amended).

4.6. **Guarantee of Repairs.** For a period of twenty-four (24) months following the completion of the repair work performed pursuant to Paragraph 4.5 above, the Provider shall maintain, repair, and keep in good condition those portions of said streets, alleys, rights-of-way, or public property restored, repaired or replaced - to the satisfaction of the Town. Provider will comply with all applicable Town Ordinances related to the posting of bonds and guarantee of repairs.

4.7. **Safety Standards.** It shall be the Provider' s responsibility to ensure that the Provider' s work, while in progress, be properly protected at all times with suitable barricades, flags, lights, flares, or other devices as are reasonably required by applicable safety regulations or standards imposed by law including, but not limited to, signage in conformance with the Federal and State of Utah manuals on Uniform Traffic Control Devices.

4.8. **Town Supervision.** The Provider shall construct, operate, and maintain its System within the Town in strict compliance with all laws, ordinances, rules, and regulations of the Town and any other State or Federal agency having jurisdiction over the operations of the Provider. The Provider's Communications System and all parts thereof within the Town shall be subject to the right of periodic inspection by the Town; provided, however, that such inspection shall be conducted at reasonable times and upon reasonable notice to the Provider.

4.9. **Provider's Duty to Remove System.**

a. The Provider shall promptly remove, at its own cost and expense, from any public property within the Town, all or any part of the System when one or more of the following conditions occur:

i. This franchise grant is terminated or revoked pursuant to notice as provided herein; or

ii. This franchise grant expires pursuant to the terms of this Agreement.

b. The removal of any or all of the System by the Provider that requires trenching or other opening of the Town's streets shall be done only after the Provider complies with applicable Town Ordinances related to opening Town Streets.

c. The Provider shall receive notice in writing from the Town setting forth one (1) or more of the occurrences specified in Subsection 4.9 (a) above and shall have ninety (90) calendar days from the date upon which said notice is received to remove or abandon such facilities.

4.10. **Notice of Closure of Streets.** Except in cases of emergency, the Provider shall notify the Town not less than three (3) business days in advance of any construction, reconstruction, repair, or relocation of facilities which would require any street closure which reduces traffic flow to less than two (2) lanes of moving traffic. Except in the event of an emergency, as reasonably determined by the Provider, no such closure shall take place without prior authorization from the Town. In addition, all work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected as required by Paragraph 4.7 above, and the Town shall receive no less than forty eight (48) hours' notice of said closure.

4.11. **Agreement to Abide by Construction and Technical Requirements.** In addition to the provisions of this Article 4, the Provider expressly agrees to comply with all other provisions of Town governing the construction and technical requirements of the Provider's Communications System.

4.12. **Cooperation and Joint Trenching.** The Provider shall cooperate with the Town and all other persons authorized to occupy and use the Town's Public Ways in coordinating construction activities and joint trenching opportunities. On or before June 1 of each calendar year, or such other date as the Town may reasonably designate, the Provider shall submit to the Town a schedule of its anticipated construction activities in, around, or affecting the Public Ways, and shall update such schedule as reasonably necessary to reflect material changes. The Provider shall, upon reasonable request by the Town, participate in coordination meetings with the Town and other authorized users of the Public Ways. If either the Town or the Provider plans to undertake excavation within the Public Ways after installation of the System, such party shall, upon written request, provide the other party a reasonable opportunity to participate in or share such excavation; provided that such joint use shall not unreasonably delay the work or materially increase the costs of the party undertaking the excavation, shall be subject to mutually acceptable terms and conditions, and may be declined for legitimate safety concerns or incompatibility of intended uses.

4.13. **Dangerous Conditions.** If any component of the Provider's Communication System creates a condition that endangers public safety, the Town may require Provider to take corrective action within a reasonable time. If Provider fails to do so, the Town may take such action and Provider shall reimburse the Town for its reasonable costs.

4.14. **"As-Built" Maps and Records.** After construction of any phase or permitted segment of the System is complete, Provider shall, at no cost, provide the Town with accurate copies of as-built plans and maps in a form prescribed by the Town.

4.15. **Compliance with Applicable Law.** Notwithstanding the general provisions of this Article

IV, Provider expressly agrees:

a. to install and maintain all of its underground facilities in accordance with Town's Standards and Specifications for Public Improvements regarding the undergrounding of electrical utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement; and

b. to install and maintain all of its aerial facilities in accordance with the National Electric Code (NEC), aka NFPA 70, regarding the installation of aerial utility lines and pole attachments in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require Provider to convert existing overhead facilities to underground facilities until and unless other similarly situated providers in the same location are required to do so.

ARTICLE V
POLICE POWERS

5.1. **Police Powers.** The Town hereby expressly reserves, and the Provider hereby expressly recognizes, the Town's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the Town 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.

ARTICLE VI
SEVERABILITY

6.1. **Severability.** If any section, sentence, paragraph, term or provision of this Agreement 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. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the Parties shall negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the Town is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage its Public Ways in a manner similar to that provided in this Agreement and the Town's excavation ordinance. For the Provider, "material consideration" is its ability to use the Public Ways for telecommunication purposes in a manner similar to that provided in this Agreement and the Town's excavation ordinance.

ARTICLE VII
EARLY TERMINATION; REVOCATION OF FRANCHISE; OTHER REMEDIES

7.1. **Grounds for Termination.** The Town may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

a. The Provider fails to make timely payments of the Franchise Fee as required under Article II of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the Town of such failure;

b. 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 Town, acting by or through theTown Council, may determine, after a hearing, that such failure is of a material nature, and thereupon, after written notice giving the Provider notice of such determination, the Provider, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such ninety (90) day period and failure to correct such conditions, the Town 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 ninety (90) day time period provided above, the Town shall provide additional time for the reasonable correction of such alleged failure if the reason for the non-compliance was not the intentional or negligent act or omission of the Provider;

c. 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 sixty (60) calendar days; or

d. In furtherance of the Provider' s policy or through acts or omissions done within the scope and course of employment, a director or officer of the Provider knowingly engages in conduct or makes a material misrepresentation with or to the Town that is fraudulent or in violation of a felony criminal statute of the State of Utah.

ARTICLE VIII
NOTICES

8.1. **Town Designee and Address.** The Town Manager of the Town or his/her designee(s) shall serve as the Town' s representative regarding administration of this Agreement. Unless otherwise specified herein, all notices from the Provider to the Town pursuant to or concerning this Agreement shall be delivered to the Town's representative at **40 West Main Street, Virgin, UT 84779**, or other such officer and address as the Town may designate by written notice to the Provider.

8.2. **Provider Designee and Address.** Unless otherwise specified herein, all notices from the Town to the Provider pursuant to or concerning this Agreement shall be delivered to **435 E**

Tabernacle St, St. George Utah, 84770; with a copy to General Counsel at the same address.

8.3. **Failure of Designee.** The failure or omission of the Town' s or the Provider's representative to act shall not constitute any waiver or estoppel by the Town or the Provider.

ARTICLE IX
INSURANCE AND INDEMNIFICATION

9.1. **No Liability.** Except as otherwise specifically provided herein, the Town shall in no way be liable or responsible for any loss or damage to property, including financial or business loss (whether direct, indirect, or consequential), or any injury to or death of any person(s) that may occur in the construction, operation, or maintenance by the Provider of any of its lines and appurtenances hereunder, except to the extent of the Town' s own negligence or willful misconduct. Notwithstanding any other provision of this Agreement, in no event shall either Party be liable for any consequential, special, incidental, punitive, indirect or similar damages.

9.2. **Provider Indemnification of Town.** The Provider shall indemnify and, at the Town' s option, defend, and hold the Town, its elected and appointed officers, agents, employees, and independent contractors thereof, harmless from and against any and all claims, suits, actions, liability and judgments for damages or otherwise harmless from and against claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the exercise by the Provider of the related rights, or from the operations of the Provider within the Town, and shall pay the costs of defense, including without limitation, reasonable attorneys' fees. Said indemnification shall include, but not be limited to, the Provider's negligent acts or omissions pursuant to its use of the rights and privileges of this Agreement including the right to install, repair, maintain, remove, replace, and operate Provider's Communications System , whether or not any such use, act or omission complained of is authorized, allowed, or prohibited by this Agreement. This Section shall survive termination or expiration of this Agreement.

9.3. **Notice of Indemnification.** The Provider shall give prompt written notice to the Town of any claim, demand or lien that may result in a lawsuit against the Town. The Town shall (i) give prompt written notice to the Provider of any claim, demand or lien with respect to which the Town seeks indemnification hereunder; and (ii) unless, in the Town' s sole judgment, a conflict of interest may exist between the Town and the Provider with respect to such claim, demand or lien, permit the Provider to assume the defense of such claim, demand or lien with counsel satisfactory to the Town. If such defense is not assumed by the Provider, the Provider shall not be subject to any liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, the Provider shall not be obligated to indemnify, defend or hold the Town harmless to the extent any claim, demand or lien arises out of or in connection with a breach by the Town of any obligation under this Agreement or any negligent or otherwise tortious act or failure to act of the Town or any of its elected or appointed officers, agents, or employees.

9.4. **Insurance.** The Provider shall file a Certificate of Insurance with the Town prior to commencing any action pursuant to this Agreement, and shall at all times thereafter maintain in full force and effect, at its sole expense, an acceptable policy or policies which have one (1) of the three (3) highest or best rating from the Alfred M. Best Company of liability insurance, including comprehensive liability insurance. The policy(ies) shall name the Town as an additional insured and in their capacity as such, also the Town' s elected and appointed officers, agents, and employees. Policies of insurance shall be in the minimum single limit amount of two million dollars ($2,000,000) per occurrence. The insurer(s) shall be authorized to write the required insurance in the State of Utah. The policy(ies) of insurance shall be maintained by the Provider in full force and effect during the full term of this Agreement. Each policy of insurance shall contain a statement on its face that the insurer(s) will not cancel the policy or fail to renew the policy, whether for nonpayment of premium or otherwise, and whether at the request of the Provider or for other reasons, except after thirty (30) calendar days' advance written notice mailed by the insurer(s) to the Town, and that such notice shall be transmitted postage prepaid.

9.5. **Town's Right to Intervene.** In any suit in which the Town is named as a party and which seeks indemnification from the Provider, and in which the Town, in its own reasonable discretion, believes that a conflict of interest with the Provider exists, the Town shall have the right to provide its own defense in connection with the same. In such event, in addition to being reimbursed for any judgment that may be rendered against the Town which is subject to indemnification hereunder, together with all court costs incurred therein, the Provider shall reimburse the Town for all reasonable attorneys' fees including those employed by the Town in such case (s), as well as all reasonable expenses incurred by the Town by reason of undertaking the defense of such suit(s), whether such suit(s) are successfully defended, settled, compromised, or fully adjudicated against the Town.

9.6. **No Creation of Private Cause of Action.** The provisions set forth herein are not intended to create liability for the benefit of third parties, but is solely for the benefit of the Provider and the Town. In the event any claim is made against the Town that falls under these indemnity provisions and a court of competent jurisdiction should adjudge, by final decree, that the Town is liable therefore, the Provider shall indemnify and hold the Town harmless of and from any such judgment or liability, including any court costs, expenses, and attorneys' fees incurred by the Town in defense thereof. Nothing herein shall be deemed to prevent the Parties indemnified and held harmless herein from participating in the defense of any litigation by their own counsel at their own expense. Such participation shall not, under any circumstances, relieve the Provider from its duty of defense against liability or paying any judgment entered against such party.

9.7. **Performance Bonds and/or Cash Bonds and other Surety.** To ensure completion of the Provider' s performance of its obligations hereunder, the Town, at its sole discretion, may require the Provider to have issued to the Town a performance bond and/or cash bond from an insurer or guarantor that is acceptable to the Town prior to commencing any action pursuant to this Agreement.

ARTICLE X
REMEDIES

10.1. **Duty to Perform.** The Provider and the Town hereby agree to take all reasonable and necessary actions to assure that the terms of this Agreement are performed.

10.2. **Remedies at Law.** In the event the Provider or the Town fail to fulfill any of their respective obligations under this Agreement, the Town or the Provider, whichever the case may be, shall have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

10.3. **Third Party Beneficiaries.** The benefits and protections provided by this Agreement shall inure solely to the benefit of the Town and the Provider. This Agreement shall not be deemed to create any right in any person who is not a Party hereto 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).

10.4. **Reserved Rights.** Nothing contained herein shall be deemed to preclude the Provider from pursuing any legal or equitable rights or remedies it may have to challenge the action of the Town.

10.5. **Force Majeure.** The Provider shall not be held in default or non-compliance with the provisions of this Agreement, nor suffer any enforcement or penalty relating thereto, where such non-compliance or alleged defaults are caused by strikes, acts of God, power outages, or other events reasonably beyond the Provider' s ability to control; however, the Provider shall not be relieved of any of its obligations to comply promptly with any provision of this Agreement by reason of any failure of the Town to enforce such prompt compliance.

10.6. **No Waiver.** Nothing herein shall be construed as to imply that the Town waives any right, payment, or performance based on future legislation where said legislation impairs this Agreement in violation of the United States or Utah Constitutions.

ARTICLE XI
TRANSFER OF FRANCHISE

11.1. **Written Approval Required to Transfer.** The Provider shall not transfer or assign any rights under this Agreement or the franchise granted herein to another entity unless the Town first gives its approval in writing, which approval shall not be unreasonably withheld or delayed; provided, however, that the Provider may fully assign the franchise contained herein to its corporate parent, a corporate affiliate or a subsidiary, and also that inclusion of the franchise as property subject to the liens of the Provider' s mortgages or other security interests shall not constitute a transfer or assignment. A lease of the Provider's Communications System to a third party shall not constitute a transfer or assignment of the franchise for purposes of this Agreement. Any attempted assignment or transfer without such prior written consent shall constitute a default of the franchise and this Agreement. In the event of such a default, the Town shall proceed according to the procedures set forth in this Agreement and any applicable state, federal or local law.

11.2. **Procedure for Obtaining Approval for Transfer.** At least ninety (90) calendar days before a proposed assignment or transfer of the Provider' s franchise is scheduled to become effective, the Provider shall petition in writing for the Town Council's written consent for such a proposed assignment or transfer. The Town shall not unreasonably withhold its consent to such an assignment or transfer. However, in making such a determination, the Town Council may consider the following:

a. Experience of the proposed assignee or transferee (including conducting an investigation of the proposed assignee or transferee's service record in other communities);

b. Qualifications of the proposed assignee or transferee;

c. Legal integrity of the proposed assignee or transferee;

d. Financial ability and stability of the proposed assignee or transferee;

e. The corporate connection, if any, between the Provider and the proposed assignee or transferee; and

f. Any other aspect of the proposed assignee's or transferee's background which could affect the health, safety and welfare of the citizenry of the Town as it relates to the operation of the System.

11.3. **Certification of Assignee.** Before an assignment or transfer is approved by the Town Council, the proposed assignee or transferee shall execute an affidavit acknowledging that it has read, understands, and intends to abide by this Agreement.

11.4. **Effect of Approval.** In the event of any approved assignment or transfer, the assignee or transferee shall assume all obligations and liabilities of the Provider, except that an assignment or transfer shall not relieve the Provider of its liabilities under this Agreement until the assignment actually takes place or unless specifically relieved by federal, state, or local law, or unless specifically relieved by the Town Council at the time an assignment or transfer is approved.

11.5. **Transfer upon Revocation by the Town.** The Provider and the Town hereby agree that in the event of a lawful revocation of this franchise, at the Provider's request, which shall be made in the Provider's sole discretion, the Provider shall be given a reasonable opportunity to effectuate a transfer of its System to a qualified third party. The Town further hereby agrees that during such a period of time, it shall authorize the Provider to operate pursuant to the terms of its prior franchise Agreement; however, in no event shall such authorization exceed a period greater than six (6) months from the effective date of such revocation. If, at the end of that six (6) month period, the Provider is unsuccessful in procuring a qualified transferee or assignee of its System which is reasonably acceptable to the Town, the Provider and the Town may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that the Provider's continued operation of its System during the six (6) month period shall not be deemed to be a waiver or extinguishment of any rights of either the Town or the Provider. Notwithstanding anything to the contrary set forth herein, neither the Town nor the Provider shall not be required to violate federal or state law.

11.6. **Abandonment of Facilities by the Provider.** The Provider, with the consent of the Town, may abandon any underground facilities in place, subject to the requirements of the Town. In such an event, the abandoned System shall become the property of the Town, and the Provider shall have no further responsibilities or obligations concerning those facilities.

ARTICLE XII
GENERAL PROVISIONS

12.1. **Binding Agreement.** The Parties hereby represent that (i) when executed by their respective parties, this Agreement shall constitute all the legal and binding obligations of the Parties pertaining to the subject matter contained herein; and (ii) that each Party has complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation in entering into this Agreement. This Agreement shall be binding upon the heirs and successors, administrators and assigns of each of the Parties.

12.2. **Governing Law.** This Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Utah. All disputes resulting in legal action shall be governed by the laws of the State of Utah. Jurisdiction shall be vested in the District Courts in and for the State of Utah. Venue is vested in the 5^{th} Judicial District Court in and for Washington County, State of Utah or in any other successor district court of competent jurisdiction.

12.3. **Interpretation of Agreement.** The invalidity of any portion of this Agreement shall not prevent the remainder of this agreement from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

12.4. **Entire Agreement and Amendments.** This Agreement and all attachments hereto constitute and represent the entire agreement and understanding between the Parties hereto and replaces any previous agreement, understanding or negotiation between the Parties with respect to the subject matter hereof, and may be modified or amended, supplemented, or changed only by the written agreement of the Parties, including the formal approval of the Town Council. No oral modifications or amendments shall be effective.

12.5. **Survival.** Provisions relating to indemnification, insurance, restoration, removal, and liability shall survive termination or expiration.

12.6. **Costs of Default.** If any legal action, other than the judicial review of a termination determination, is instituted in connection with any controversy arising under this Agreement, the prevailing party shall be entitled to recover its costs and expenses including reasonable attorneys' fees.

(Signature Pages to Follow)

IN WITNESS WHEREOF, the Parties do hereby execute this Agreement making it effective that date first set forth above.

VIRGIN TOWN
a Utah municipal corporation

Attest:

____
Jean Krause, Mayor

____
Krystal Percival, Clerk/Recorder

STATE OF UTAH)
)ss.
COUNTY OF WASHINGTON)

This is to certify that on the ____ day of __________, 2026, before me_______________ the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Jean Krause, known to me to be the Mayor of Town of Virgin, and Krystal Percival, known to me to be the Town Recorder of Town of Virgin, and acknowledged to me that the they executed the foregoing instrument as a free and voluntary act and deed of said municipal corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

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

____
NOTARY PUBLIC

IN WITNESS WHEREOF, the Parties do hereby execute this Agreement making it effective that date first set forth above.

FIF ST. GEORGE, LLC, d/b/a InfoWest, d/b/a Go Fiber
a Utah limited liability company

____
Cassidy Larson - CTO

STATE OF UTAH)
)ss.
COUNTY OF WASHINGTON)

On this ____ day of __________________________, 2026, Cassidy Larson, personally appeared before me __________________________________, and duly acknowledged to me that she is the Chief Technology Officer of FIF St. George, LLC, a Utah limited liability company and that she executed the foregoing instrument as a free and voluntary act and deed of said company, for the uses and purposes therein, and on oath state that she is authorized to execute said instrument.

____
NOTARY PUBLIC