



Washington City Council
Regular Meeting Agenda
September 23, 2026

PUBLIC NOTICE is hereby given that the Washington City Council will hold a Public Electronic Regular Meeting on **Wednesday, September 23, 2026 at 6:00 P.M.** hosted at Washington City Hall located at 111 North 100 East, Washington, Utah. The meeting will be broadcast via Youtube Live linked online at <https://washingtoncity.org/meetings>

Invocation
Pledge of Allegiance

1. APPROVAL OF AGENDA

2. ANNOUNCEMENTS

3. OATH OF OFFICE

- a. Oath of Office for the Washington City Youth Council.

4. DECLARATION OF ABSTENTIONS & CONFLICTS

5. CONSENT AGENDA

a. APPROVAL OF MINUTES

- i. Consideration to approve the minutes from the City Council Meeting of 09/09/26.

6. AWARD OF BID

- a. Consideration to award the bid for the Church Farm Road Pump Station and Pipeline to Interstate Rock Products in the amount of \$2,894,325.00.

7. PUBLIC HEARING

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

- a. Public Hearing and consideration to approve Height Waiver HW-26-02 for a church to be located at Riggs Loop Drive and Devils Garden Lane.
Applicant: Jared Madsen
- b. Public Hearing and consideration to approve Proximity to a Community Location for Riggatti's Washington LLC located at 28 N. 300 W.

8. LOCAL CONSENT

- a. Consideration to approve local consent for the issuance of an On-Premise Restaurant Limited-Service Liquor License for Riggatti's Washington LLC.

9. ORDINANCES

- a. Consideration to approve an Ordinance Consideration to approve an Ordinance for General Plan Amendment G-26-04 from LD, OS and NCOM to LD, MD, MHD and CCOM, located at 20 East and 2000 South, 20 East and Merrill Road and 240 West and 3090 South. Applicant: Adams Family Farm

10. RESOLUTIONS

- a. Consideration to approve a Resolution for Reagan Billboard Litigation Settlement Agreement.
- b. Consideration to approve a Resolution approving an Agreement and license governing discharge line installation, maintenance, and operation for the purposes of service to the Perfect Swell Zion Evaporation Pond within the Alaia PCD.

11. REPORT OF OFFICERS FROM ASSIGNED COMMITTEE

12. CITY MANAGER REPORT

13. CLOSED SESSION

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

14. ADJOURNMENT

POSTED this 16th day of September 2026
Tara Pentz, City Recorder

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

September 9, 2026

Lester Dalton
Water Operations Project Manager
Washington City
1305 East Washington Dam Road
Washington, UT 84780

Subject: Recommendation for Award of Contract to Interstate Rock Products for the Church Farm Road Pipeline and Pump Station Project.

Dear Lester:

Bids for the Church Farm Road Pipeline and Pump Station Project were received by Washington City (city) on Wednesday, September 9, 2026. Bowen Collins & Associates (BC&A) completed a review of the bids that were received from fourteen (14) general contractors. Interstate Rock Products was the apparent low bidder with a bid price of \$2,894,325.00. Interstate Rock Products has signed and submitted the appropriate bid forms, provided the required bid bond, and acknowledged all contract addenda.

A summary of the bids received for the project is provided below (in the order they were received). A detailed bid tabulation is attached.

Bid #	Contractor	Bid Price	Difference from Low Bid
1	Terry Brotherson	\$3,775,356.62	\$881,031.62 (30.4%)
2	Condie Construction	\$3,166,337.00	\$272,012.00 (9.4%)
3	Got Dirt Construction	\$4,734,961.94	\$1,840,636.94 (63.6%)
4	Landmark Excavation	\$3,622,108.00	\$727,783.00 (25.1%)
5	BHI	\$3,660,290.00	\$765,965.00 (26.5%)
6	Whitaker Construction	\$3,277,770.00	\$383,445.00 (13.2%)
7	Feller Enterprises	\$3,557,156.50	\$662,831.50 (22.9%)
8	Suncore	\$3,312,655.00	\$418,330.00 (14.5%)
9	Royal T Enterprises	\$3,494,400.00	\$600,075.00 (20.7%)
10	Phaze Concrete	\$3,131,080.18	\$236,755.18 (8.2%)
11	Interstate Rock Products	\$2,894,325.00	
12	Silver Spur Construction	\$3,804,400.00	\$910,075.00 (31.4%)
13	Prime Excavating	\$3,298,754.05	\$404,429.05 (14.0%)
14	Advance Construction	\$3,138,280.00	\$243,955.00 (8.4%)

*Highlighted values were corrected from the contractor's bid tab and the actual calculated values based on the listed unit prices in the bid from the respective contractor.

Our review has found the bid from Interstate Rock Products to be responsive, and we recommend that the city consider awarding the contract to Interstate Rock Products in the amount of **\$2,894,325.00** for the Church Farm Road Pipeline and Pump Station Project. An Agreement should be executed pending receipt of appropriate bonds and insurance documents following Notice of Award.

September 9, 2026

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Please call with any questions or concerns regarding this recommendation.

Sincerely,

Bowen, Collins & Associates

A handwritten signature in black ink, appearing to read 'A. Anderson'.

Aaron Anderson, P.E.
Project Manager

Attachment

BID SCHEDULE SUMMARY

Church Farm Road Project

Washington City

Bids Were Opened On: Wednesday, September 9, 2026



BASE BID				Engineer's Estimate		Feller Enterprises	
Item No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
1	Mobilization, Demobilization, and Administrative Items (not to exceed 8% of Total Base Bid)	1	LS	\$376,200.00	\$376,200.00	\$150,000.00	\$150,000.00
2	Traffic Control	1	LS	\$23,641.79	\$23,641.79	\$35,700.00	\$35,700.00
3	Survey Control and Staking	1	LS	\$14,922.73	\$14,922.73	\$24,000.00	\$24,000.00
4	Stormwater Pollution Prevention	1	LS	\$5,000.00	\$5,000.00	\$9,400.00	\$9,400.00
5	Church Farm Road Pump Station, Complete	1	LS	\$1,022,000.00	\$1,022,000.00	\$643,864.00	\$643,864.00
6	6-in C-900 PVC DR-18 Pipeline	550	LF	\$71.11	\$39,112.69	\$38.93	\$21,411.50
7	16-in C-900 PVC DR-18 Pipeline	3,000	LF	\$153.45	\$460,351.75	\$81.64	\$244,920.00
8	12-in C-900 PVC DR-18 Pipeline	12,500	LF	\$106.62	\$1,332,692.43	\$70.24	\$878,000.00
9.1	Furnish and Install 6" Gate Valve	16	EA	\$2,793.85	\$44,701.58	\$3,360.00	\$53,760.00
9.2	Furnish and Install 8" Gate Valve	4	EA	\$4,582.80	\$18,331.20	\$4,315.00	\$17,260.00
9.3	Furnish and Install 12" Gate Valve	16	EA	\$6,472.74	\$103,563.88	\$10,674.00	\$170,784.00
9.4	Furnish and Install 16" Butterfly Valve	12	EA	\$15,080.47	\$180,965.68	\$17,470.00	\$209,640.00
10.1	Furnish and Install 12" 11.25 Degree Bend	2	EA	\$1,611.87	\$3,223.75	\$1,276.00	\$2,552.00
10.2	Furnish and Install 12" 45 Degree Bend	1	EA	\$1,611.87	\$1,611.87	\$1,387.00	\$1,387.00
10.3	Furnish and Install 12"x6" Tee	12	EA	\$1,788.76	\$21,465.08	\$3,033.00	\$36,396.00
10.4	Furnish and Install 16"x6" Tee	2	EA	\$3,071.68	\$6,143.36	\$4,467.00	\$8,934.00
10.5	Furnish and Install 16"x12" Tee	1	EA	\$5,595.34	\$5,595.34	\$5,616.00	\$5,616.00
10.6	Furnish and Install 36"x24" Tee	1	EA	\$13,102.98	\$13,102.98	\$37,667.00	\$37,667.00
10.7	Furnish and Install 16" Cross	3	EA	\$7,331.43	\$21,994.29	\$5,774.00	\$17,322.00
10.8	Furnish and Install 8"x6" Reducer	2	EA	\$908.61	\$1,817.22	\$855.00	\$1,710.00
10.9	Furnish and Install 16"x6" Reducer	1	EA	\$2,287.82	\$2,287.82	\$2,029.00	\$2,029.00
10.10	Furnish and Install 16"x8" Reducer	4	EA	\$2,287.82	\$9,151.29	\$1,897.00	\$7,588.00
10.11	Furnish and Install 16"x12" Reducer	1	EA	\$2,287.82	\$2,287.82	\$2,521.00	\$2,521.00
10.12	Furnish and Install 24"x16" Reducer	1	EA	\$6,811.47	\$6,811.47	\$4,482.00	\$4,482.00
11	Fire Hydrant (STD 302), Complete	17	EA	\$10,068.98	\$171,172.74	\$6,528.00	\$110,976.00
12	2" Air Valve (STD 316), Complete	9	EA	\$10,827.49	\$97,447.42	\$11,193.00	\$100,737.00
13	Roadway Improvements	1	LS	\$92,000.00	\$92,000.00	\$36,800.00	\$36,800.00
14	Abandon and Cap Existing 2-inch and Install New Meter	1	LS	\$10,000.00	\$10,000.00	\$8,650.00	\$8,650.00
15	Archaeological Monitor	1	LS	\$5,000.00	\$5,000.00	\$4,800.00	\$4,800.00
16	16" DIP Class 51 Across SR-7	1	LS	\$1,000,000.00	\$1,000,000.00	\$708,250.00	\$708,250.00
Total Cost				-	\$5,092,596.18	-	\$3,557,156.50

Difference From Low Bid \$662,831.50

% Difference From Low Bid 22.9%

BID SCHEDULE SUMMARY

Church Farm Road Project

Washington City

Bids Were Opened On: Wednesday, September 9, 2026



Corrected Bid Total to Match Unit Prices

BASE BID				Interstate Rock		BHI	
Item No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
1	Mobilization, Demobilization, and Administrative Items (not to exceed 8% of Total Base Bid)	1	LS	\$201,000.00	\$201,000.00	\$191,900.00	\$191,900.00
2	Traffic Control	1	LS	\$8,150.00	\$8,150.00	\$12,600.00	\$12,600.00
3	Survey Control and Staking	1	LS	\$16,400.00	\$16,400.00	\$14,700.00	\$14,700.00
4	Stormwater Pollution Prevention	1	LS	\$6,700.00	\$6,700.00	\$28,400.00	\$28,400.00
5	Church Farm Road Pump Station, Complete	1	LS	\$645,000.00	\$645,000.00	\$554,300.00	\$554,300.00
6	6-in C-900 PVC DR-18 Pipeline	550	LF	\$38.50	\$21,175.00	\$65.00	\$35,750.00
7	16-in C-900 PVC DR-18 Pipeline	3,000	LF	\$68.50	\$205,500.00	\$76.50	\$229,500.00
8	12-in C-900 PVC DR-18 Pipeline	12,500	LF	\$48.50	\$606,250.00	\$65.50	\$818,750.00
9.1	Furnish and Install 6" Gate Valve	16	EA	\$2,250.00	\$36,000.00	\$2,470.00	\$39,520.00
9.2	Furnish and Install 8" Gate Valve	4	EA	\$3,300.00	\$13,200.00	\$3,530.00	\$14,120.00
9.3	Furnish and Install 12" Gate Valve	16	EA	\$5,250.00	\$84,000.00	\$6,690.00	\$107,040.00
9.4	Furnish and Install 16" Butterfly Valve	12	EA	\$8,000.00	\$96,000.00	\$11,200.00	\$134,400.00
10.1	Furnish and Install 12" 11.25 Degree Bend	2	EA	\$1,300.00	\$2,600.00	\$1,290.00	\$2,580.00
10.2	Furnish and Install 12" 45 Degree Bend	1	EA	\$1,400.00	\$1,400.00	\$1,390.00	\$1,390.00
10.3	Furnish and Install 12"x6" Tee	12	EA	\$1,950.00	\$23,400.00	\$2,740.00	\$32,880.00
10.4	Furnish and Install 16"x6" Tee	2	EA	\$3,050.00	\$6,100.00	\$4,320.00	\$8,640.00
10.5	Furnish and Install 16"x12" Tee	1	EA	\$3,500.00	\$3,500.00	\$5,640.00	\$5,640.00
10.6	Furnish and Install 36"x24" Tee	1	EA	\$43,300.00	\$43,300.00	\$38,900.00	\$38,900.00
10.7	Furnish and Install 16" Cross	3	EA	\$4,700.00	\$14,100.00	\$6,930.00	\$20,790.00
10.8	Furnish and Install 8"x6" Reducer	2	EA	\$750.00	\$1,500.00	\$770.00	\$1,540.00
10.9	Furnish and Install 16"x6" Reducer	1	EA	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00
10.10	Furnish and Install 16"x8" Reducer	4	EA	\$1,550.00	\$6,200.00	\$1,860.00	\$7,440.00
10.11	Furnish and Install 16"x12" Reducer	1	EA	\$2,400.00	\$2,400.00	\$2,450.00	\$2,450.00
10.12	Furnish and Install 24"x16" Reducer	1	EA	\$4,250.00	\$4,250.00	\$4,380.00	\$4,380.00
11	Fire Hydrant (STD 302), Complete	17	EA	\$6,150.00	\$104,550.00	\$6,190.00	\$105,230.00
12	2" Air Valve (STD 316), Complete	9	EA	\$8,550.00	\$76,950.00	\$8,730.00	\$78,570.00
13	Roadway Improvements	1	LS	\$54,600.00	\$54,600.00	\$87,200.00	\$87,200.00
14	Abandon and Cap Existing 2-inch and Install New Meter	1	LS	\$2,850.00	\$2,850.00	\$2,540.00	\$2,540.00
15	Archaeological Monitor	1	LS	\$1,750.00	\$1,750.00	\$1,440.00	\$1,440.00
16	16" DIP Class 51 Across SR-7	1	LS	\$603,500.00	\$603,500.00	\$1,075,900.00	\$1,075,900.00
Total Cost				-	\$2,894,325.00	-	\$3,660,290.00
				Difference	\$0.00		\$765,965.00
				% Difference	0.0%		26.5%

BID SCHEDULE SUMMARY

Church Farm Road Project

Washington City

Bids Were Opened On: Wednesday, September 9, 2026



BASE BID				Landmark Excavating		Advanced Construction and Design	
Item No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
1	Mobilization, Demobilization, and Administrative Items (not to exceed 8% of Total Base Bid)	1	LS	\$145,100.00	\$145,100.00	\$40,000.00	\$40,000.00
2	Traffic Control	1	LS	\$64,990.00	\$64,990.00	\$10,900.00	\$10,900.00
3	Survey Control and Staking	1	LS	\$29,560.00	\$29,560.00	\$9,300.00	\$9,300.00
4	Stormwater Pollution Prevention	1	LS	\$50,980.00	\$50,980.00	\$12,000.00	\$12,000.00
5	Church Farm Road Pump Station, Complete	1	LS	\$827,400.00	\$827,400.00	\$562,000.00	\$562,000.00
6	6-in C-900 PVC DR-18 Pipeline	550	LF	\$40.00	\$22,000.00	\$31.00	\$17,050.00
7	16-in C-900 PVC DR-18 Pipeline	3,000	LF	\$79.50	\$238,500.00	\$90.00	\$270,000.00
8	12-in C-900 PVC DR-18 Pipeline	12,500	LF	\$68.00	\$850,000.00	\$65.00	\$812,500.00
9.1	Furnish and Install 6" Gate Valve	16	EA	\$2,525.00	\$40,400.00	\$1,900.00	\$30,400.00
9.2	Furnish and Install 8" Gate Valve	4	EA	\$3,590.00	\$14,360.00	\$2,850.00	\$11,400.00
9.3	Furnish and Install 12" Gate Valve	16	EA	\$6,735.00	\$107,760.00	\$5,900.00	\$94,400.00
9.4	Furnish and Install 16" Butterfly Valve	12	EA	\$11,640.00	\$139,680.00	\$9,700.00	\$116,400.00
10.1	Furnish and Install 12" 11.25 Degree Bend	2	EA	\$1,290.00	\$2,580.00	\$1,300.00	\$2,600.00
10.2	Furnish and Install 12" 45 Degree Bend	1	EA	\$1,985.00	\$1,985.00	\$1,400.00	\$1,400.00
10.3	Furnish and Install 12"x6" Tee	12	EA	\$2,350.00	\$28,200.00	\$2,500.00	\$30,000.00
10.4	Furnish and Install 16"x6" Tee	2	EA	\$4,235.00	\$8,470.00	\$4,000.00	\$8,000.00
10.5	Furnish and Install 16"x12" Tee	1	EA	\$5,435.00	\$5,435.00	\$5,000.00	\$5,000.00
10.6	Furnish and Install 36"x24" Tee	1	EA	\$37,080.00	\$37,080.00	\$33,150.00	\$33,150.00
10.7	Furnish and Install 16" Cross	3	EA	\$6,695.00	\$20,085.00	\$5,300.00	\$15,900.00
10.8	Furnish and Install 8"x6" Reducer	2	EA	\$689.00	\$1,378.00	\$640.00	\$1,280.00
10.9	Furnish and Install 16"x6" Reducer	1	EA	\$1,825.00	\$1,825.00	\$1,700.00	\$1,700.00
10.10	Furnish and Install 16"x8" Reducer	4	EA	\$1,890.00	\$7,560.00	\$1,900.00	\$7,600.00
10.11	Furnish and Install 16"x12" Reducer	1	EA	\$2,580.00	\$2,580.00	\$2,400.00	\$2,400.00
10.12	Furnish and Install 24"x16" Reducer	1	EA	\$4,625.00	\$4,625.00	\$4,400.00	\$4,400.00
11	Fire Hydrant (STD 302), Complete	17	EA	\$6,245.00	\$106,165.00	\$8,000.00	\$136,000.00
12	2" Air Valve (STD 316), Complete	9	EA	\$7,530.00	\$67,770.00	\$8,700.00	\$78,300.00
13	Roadway Improvements	1	LS	\$97,380.00	\$97,380.00	\$64,000.00	\$64,000.00
14	Abandon and Cap Existing 2-inch and Install New Meter	1	LS	\$2,280.00	\$2,280.00	\$24,000.00	\$24,000.00
15	Archaeological Monitor	1	LS	\$15,280.00	\$15,280.00	\$12,200.00	\$12,200.00
16	16" DIP Class 51 Across SR-7	1	LS	\$680,700.00	\$680,700.00	\$724,000.00	\$724,000.00
Total Cost				-	\$3,622,108.00	-	\$3,138,280.00
				Difference	\$727,783.00		\$243,955.00
				% Difference	25.1%		8.4%

BID SCHEDULE SUMMARY

Church Farm Road Project

Washington City

Bids Were Opened On: Wednesday, September 9, 2026



BASE BID				Phaze Concrete		Condie Construction	
Item No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
1	Mobilization, Demobilization, and Administrative Items (not to exceed 8% of Total Base Bid)	1	LS	\$222,320.43	\$222,320.43	\$250,000.00	\$250,000.00
2	Traffic Control	1	LS	\$26,460.00	\$26,460.00	\$15,000.00	\$15,000.00
3	Survey Control and Staking	1	LS	\$11,496.60	\$11,496.60	\$30,000.00	\$30,000.00
4	Stormwater Pollution Prevention	1	LS	\$7,206.19	\$7,206.19	\$30,000.00	\$30,000.00
5	Church Farm Road Pump Station, Complete	1	LS	\$501,524.75	\$501,524.75	\$840,000.00	\$840,000.00
6	6-in C-900 PVC DR-18 Pipeline	550	LF	\$40.77	\$22,423.50	\$39.10	\$21,505.00
7	16-in C-900 PVC DR-18 Pipeline	3,000	LF	\$68.15	\$204,450.00	\$63.20	\$189,600.00
8	12-in C-900 PVC DR-18 Pipeline	12,500	LF	\$51.28	\$641,000.00	\$50.40	\$630,000.00
9.1	Furnish and Install 6" Gate Valve	16	EA	\$2,549.62	\$40,793.92	\$2,324.00	\$37,184.00
9.2	Furnish and Install 8" Gate Valve	4	EA	\$3,514.90	\$14,059.60	\$3,077.00	\$12,308.00
9.3	Furnish and Install 12" Gate Valve	16	EA	\$6,280.67	\$100,490.72	\$5,093.00	\$81,488.00
9.4	Furnish and Install 16" Butterfly Valve	12	EA	\$12,028.53	\$144,342.36	\$7,580.00	\$90,960.00
10.1	Furnish and Install 12" 11.25 Degree Bend	2	EA	\$1,663.92	\$3,327.84	\$1,167.00	\$2,334.00
10.2	Furnish and Install 12" 45 Degree Bend	1	EA	\$1,758.14	\$1,758.14	\$1,447.00	\$1,447.00
10.3	Furnish and Install 12"x6" Tee	12	EA	\$2,896.15	\$34,753.80	\$2,136.00	\$25,632.00
10.4	Furnish and Install 16"x6" Tee	2	EA	\$4,645.27	\$9,290.54	\$3,370.00	\$6,740.00
10.5	Furnish and Install 16"x12" Tee	1	EA	\$6,285.15	\$6,285.15	\$4,709.00	\$4,709.00
10.6	Furnish and Install 36"x24" Tee	1	EA	\$46,725.84	\$46,725.84	\$45,514.00	\$45,514.00
10.7	Furnish and Install 16" Cross	3	EA	\$5,454.33	\$16,362.99	\$5,339.00	\$16,017.00
10.8	Furnish and Install 8"x6" Reducer	2	EA	\$968.15	\$1,936.30	\$417.00	\$834.00
10.9	Furnish and Install 16"x6" Reducer	1	EA	\$1,852.11	\$1,852.11	\$1,649.00	\$1,649.00
10.10	Furnish and Install 16"x8" Reducer	4	EA	\$1,910.72	\$7,642.88	\$1,229.00	\$4,916.00
10.11	Furnish and Install 16"x12" Reducer	1	EA	\$2,445.73	\$2,445.73	\$2,054.00	\$2,054.00
10.12	Furnish and Install 24"x16" Reducer	1	EA	\$4,522.29	\$4,522.29	\$3,940.00	\$3,940.00
11	Fire Hydrant (STD 302), Complete	17	EA	\$5,655.91	\$96,150.47	\$5,943.00	\$101,031.00
12	2" Air Valve (STD 316), Complete	9	EA	\$11,002.98	\$99,026.82	\$9,521.00	\$85,689.00
13	Roadway Improvements	1	LS	\$142,321.01	\$142,321.01	\$90,642.00	\$90,642.00
14	Abandon and Cap Existing 2-inch and Install New Meter	1	LS	\$2,770.08	\$2,770.08	\$3,714.00	\$3,714.00
15	Archaeological Monitor	1	LS	\$3,793.88	\$3,793.88	\$16,682.00	\$16,682.00
16	16" DIP Class 51 Across SR-7	1	LS	\$713,546.24	\$713,546.24	\$524,748.00	\$524,748.00
Total Cost					\$3,131,080.18		\$3,166,337.00
				Difference	\$236,755.18		\$272,012.00
				% Difference	8.2%		9.4%

BID SCHEDULE SUMMARY

Church Farm Road Project

Washington City

Bids Were Opened On: Wednesday, September 9, 2026



BASE BID				Whitaker		Got Dirt Construction	
Item No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
1	Mobilization, Demobilization, and Administrative Items (not to exceed 8% of Total Base Bid)	1	LS	\$249,000.00	\$249,000.00	\$285,028.72	\$285,028.72
2	Traffic Control	1	LS	\$20,300.00	\$20,300.00	\$8,039.03	\$8,039.03
3	Survey Control and Staking	1	LS	\$22,000.00	\$22,000.00	\$12,474.36	\$12,474.36
4	Stormwater Pollution Prevention	1	LS	\$11,500.00	\$11,500.00	\$8,534.31	\$8,534.31
5	Church Farm Road Pump Station, Complete	1	LS	\$668,890.00	\$668,890.00	\$886,192.85	\$886,192.85
6	6-in C-900 PVC DR-18 Pipeline	550	LF	\$68.00	\$37,400.00	\$155.95	\$85,772.50
7	16-in C-900 PVC DR-18 Pipeline	3,000	LF	\$74.00	\$222,000.00	\$92.01	\$276,030.00
8	12-in C-900 PVC DR-18 Pipeline	12,500	LF	\$62.00	\$775,000.00	\$71.11	\$888,875.00
9.1	Furnish and Install 6" Gate Valve	16	EA	\$2,370.00	\$37,920.00	\$4,317.81	\$69,084.96
9.2	Furnish and Install 8" Gate Valve	4	EA	\$3,500.00	\$14,000.00	\$14,544.74	\$58,178.96
9.3	Furnish and Install 12" Gate Valve	16	EA	\$6,730.00	\$107,680.00	\$8,277.22	\$132,435.52
9.4	Furnish and Install 16" Butterfly Valve	12	EA	\$11,100.00	\$133,200.00	\$13,516.78	\$162,201.36
10.1	Furnish and Install 12" 11.25 Degree Bend	2	EA	\$995.00	\$1,990.00	\$4,134.70	\$8,269.40
10.2	Furnish and Install 12" 45 Degree Bend	1	EA	\$1,110.00	\$1,110.00	\$3,054.68	\$3,054.68
10.3	Furnish and Install 12"x6" Tee	12	EA	\$2,420.00	\$29,040.00	\$5,519.22	\$66,230.64
10.4	Furnish and Install 16"x6" Tee	2	EA	\$2,750.00	\$5,500.00	\$16,241.70	\$32,483.40
10.5	Furnish and Install 16"x12" Tee	1	EA	\$8,080.00	\$8,080.00	\$41,163.66	\$41,163.66
10.6	Furnish and Install 36"x24" Tee	1	EA	\$43,300.00	\$43,300.00	\$44,586.80	\$44,586.80
10.7	Furnish and Install 16" Cross	3	EA	\$5,010.00	\$15,030.00	\$7,467.31	\$22,401.93
10.8	Furnish and Install 8"x6" Reducer	2	EA	\$500.00	\$1,000.00	\$3,408.88	\$6,817.76
10.9	Furnish and Install 16"x6" Reducer	1	EA	\$1,470.00	\$1,470.00	\$3,397.40	\$3,397.40
10.10	Furnish and Install 16"x8" Reducer	4	EA	\$1,480.00	\$5,920.00	\$4,951.06	\$19,804.24
10.11	Furnish and Install 16"x12" Reducer	1	EA	\$2,160.00	\$2,160.00	\$10,455.71	\$10,455.71
10.12	Furnish and Install 24"x16" Reducer	1	EA	\$4,080.00	\$4,080.00	\$4,881.22	\$4,881.22
11	Fire Hydrant (STD 302), Complete	17	EA	\$8,320.00	\$141,440.00	\$6,449.93	\$109,648.81
12	2" Air Valve (STD 316), Complete	9	EA	\$9,190.00	\$82,710.00	\$5,001.02	\$45,009.18
13	Roadway Improvements	1	LS	\$110,500.00	\$110,500.00	\$715,016.06	\$715,016.06
14	Abandon and Cap Existing 2-inch and Install New Meter	1	LS	\$5,810.00	\$5,810.00	\$6,111.81	\$6,111.81
15	Archaeological Monitor	1	LS	\$7,740.00	\$7,740.00	\$6,930.20	\$6,930.20
16	16" DIP Class 51 Across SR-7	1	LS	\$512,000.00	\$512,000.00	\$715,851.47	\$715,851.47
Total Cost					\$3,277,770.00		\$4,734,961.94
				Difference	\$383,445.00		\$1,840,636.94
				% Difference	13.2%		63.6%

BID SCHEDULE SUMMARY

Church Farm Road Project

Washington City

Bids Were Opened On: Wednesday, September 9, 2026



BASE BID				Prime Excavating		Royal T Enterprises	
Item No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
1	Mobilization, Demobilization, and Administrative Items (not to exceed 8% of Total Base Bid)	1	LS	\$77,740.00	\$77,740.00	\$190,000.00	\$190,000.00
2	Traffic Control	1	LS	\$12,500.00	\$12,500.00	\$30,000.00	\$30,000.00
3	Survey Control and Staking	1	LS	\$22,354.08	\$22,354.08	\$30,000.00	\$30,000.00
4	Stormwater Pollution Prevention	1	LS	\$8,180.00	\$8,180.00	\$30,000.00	\$30,000.00
5	Church Farm Road Pump Station, Complete	1	LS	\$594,639.06	\$594,639.06	\$500,000.00	\$500,000.00
6	6-in C-900 PVC DR-18 Pipeline	550	LF	\$49.25	\$27,087.50	\$80.00	\$44,000.00
7	16-in C-900 PVC DR-18 Pipeline	3,000	LF	\$92.37	\$277,110.00	\$85.00	\$255,000.00
8	12-in C-900 PVC DR-18 Pipeline	12,500	LF	\$80.25	\$1,003,125.00	\$90.00	\$1,125,000.00
9.1	Furnish and Install 6" Gate Valve	16	EA	\$2,320.90	\$37,134.40	\$3,500.00	\$56,000.00
9.2	Furnish and Install 8" Gate Valve	4	EA	\$3,361.66	\$13,446.64	\$4,500.00	\$18,000.00
9.3	Furnish and Install 12" Gate Valve	16	EA	\$7,000.41	\$112,006.56	\$5,500.00	\$88,000.00
9.4	Furnish and Install 16" Butterfly Valve	12	EA	\$10,532.85	\$126,394.20	\$6,500.00	\$78,000.00
10.1	Furnish and Install 12" 11.25 Degree Bend	2	EA	\$911.83	\$1,823.66	\$1,300.00	\$2,600.00
10.2	Furnish and Install 12" 45 Degree Bend	1	EA	\$1,008.53	\$1,008.53	\$1,900.00	\$1,900.00
10.3	Furnish and Install 12"x6" Tee	12	EA	\$2,226.58	\$26,718.96	\$2,900.00	\$34,800.00
10.4	Furnish and Install 16"x6" Tee	2	EA	\$3,706.52	\$7,413.04	\$4,000.00	\$8,000.00
10.5	Furnish and Install 16"x12" Tee	1	EA	\$4,759.01	\$4,759.01	\$7,500.00	\$7,500.00
10.6	Furnish and Install 36"x24" Tee	1	EA	\$36,322.90	\$36,322.90	\$33,000.00	\$33,000.00
10.7	Furnish and Install 16" Cross	3	EA	\$4,836.93	\$14,510.79	\$4,800.00	\$14,400.00
10.8	Furnish and Install 8"x6" Reducer	2	EA	\$876.07	\$1,752.14	\$900.00	\$1,800.00
10.9	Furnish and Install 16"x6" Reducer	1	EA	\$1,344.19	\$1,344.19	\$1,700.00	\$1,700.00
10.10	Furnish and Install 16"x8" Reducer	4	EA	\$1,404.34	\$5,617.36	\$1,100.00	\$4,400.00
10.11	Furnish and Install 16"x12" Reducer	1	EA	\$1,953.47	\$1,953.47	\$2,500.00	\$2,500.00
10.12	Furnish and Install 24"x16" Reducer	1	EA	\$3,605.30	\$3,605.30	\$4,400.00	\$4,400.00
11	Fire Hydrant (STD 302), Complete	17	EA	\$6,791.56	\$115,456.52	\$8,100.00	\$137,700.00
12	2" Air Valve (STD 316), Complete	9	EA	\$9,438.93	\$84,950.37	\$9,700.00	\$87,300.00
13	Roadway Improvements	1	LS	\$124,980.00	\$124,980.00	\$100,000.00	\$100,000.00
14	Abandon and Cap Existing 2-inch and Install New Meter	1	LS	\$3,451.17	\$3,451.17	\$6,400.00	\$6,400.00
15	Archaeological Monitor	1	LS	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00
16	16" DIP Class 51 Across SR-7	1	LS	\$548,369.20	\$548,369.20	\$600,000.00	\$600,000.00
Total Cost					\$3,298,754.05		\$3,494,400.00
				Difference	\$404,429.05		\$600,075.00
				% Difference	14.0%		20.7%

BID SCHEDULE SUMMARY

Church Farm Road Project

Washington City

Bids Were Opened On: Wednesday, September 9, 2026



Corrected Bid Total to Match Unit Prices

BASE BID				Silver Spur Construction		Suncore	
Item No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
1	Mobilization, Demobilization, and Administrative Items (not to exceed 8% of Total Base Bid)	1	LS	\$225,000.00	\$225,000.00	\$144,000.00	\$144,000.00
2	Traffic Control	1	LS	\$21,000.00	\$21,000.00	\$22,500.00	\$22,500.00
3	Survey Control and Staking	1	LS	\$8,000.00	\$8,000.00	\$30,500.00	\$30,500.00
4	Stormwater Pollution Prevention	1	LS	\$6,000.00	\$6,000.00	\$22,000.00	\$22,000.00
5	Church Farm Road Pump Station, Complete	1	LS	\$1,000,000.00	\$1,000,000.00	\$725,000.00	\$725,000.00
6	6-in C-900 PVC DR-18 Pipeline	550	LF	\$58.00	\$31,900.00	\$34.50	\$18,975.00
7	16-in C-900 PVC DR-18 Pipeline	3,000	LF	\$98.00	\$294,000.00	\$73.50	\$220,500.00
8	12-in C-900 PVC DR-18 Pipeline	12,500	LF	\$74.00	\$925,000.00	\$62.00	\$775,000.00
9.1	Furnish and Install 6" Gate Valve	16	EA	\$2,700.00	\$43,200.00	\$2,600.00	\$41,600.00
9.2	Furnish and Install 8" Gate Valve	4	EA	\$3,500.00	\$14,000.00	\$3,700.00	\$14,800.00
9.3	Furnish and Install 12" Gate Valve	16	EA	\$5,500.00	\$88,000.00	\$7,000.00	\$112,000.00
9.4	Furnish and Install 16" Butterfly Valve	12	EA	\$7,400.00	\$88,800.00	\$11,000.00	\$132,000.00
10.1	Furnish and Install 12" 11.25 Degree Bend	2	EA	\$2,100.00	\$4,200.00	\$1,025.00	\$2,050.00
10.2	Furnish and Install 12" 45 Degree Bend	1	EA	\$2,200.00	\$2,200.00	\$1,130.00	\$1,130.00
10.3	Furnish and Install 12"x6" Tee	12	EA	\$3,400.00	\$40,800.00	\$2,600.00	\$31,200.00
10.4	Furnish and Install 16"x6" Tee	2	EA	\$4,700.00	\$9,400.00	\$4,400.00	\$8,800.00
10.5	Furnish and Install 16"x12" Tee	1	EA	\$7,400.00	\$7,400.00	\$5,700.00	\$5,700.00
10.6	Furnish and Install 36"x24" Tee	1	EA	\$49,000.00	\$49,000.00	\$36,400.00	\$36,400.00
10.7	Furnish and Install 16" Cross	3	EA	\$5,500.00	\$16,500.00	\$5,000.00	\$15,000.00
10.8	Furnish and Install 8"x6" Reducer	2	EA	\$1,600.00	\$3,200.00	\$600.00	\$1,200.00
10.9	Furnish and Install 16"x6" Reducer	1	EA	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00
10.10	Furnish and Install 16"x8" Reducer	4	EA	\$2,300.00	\$9,200.00	\$1,700.00	\$6,800.00
10.11	Furnish and Install 16"x12" Reducer	1	EA	\$2,800.00	\$2,800.00	\$2,300.00	\$2,300.00
10.12	Furnish and Install 24"x16" Reducer	1	EA	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
11	Fire Hydrant (STD 302), Complete	17	EA	\$7,900.00	\$134,300.00	\$6,700.00	\$113,900.00
12	2" Air Valve (STD 316), Complete	9	EA	\$9,500.00	\$85,500.00	\$8,500.00	\$76,500.00
13	Roadway Improvements	1	LS	\$90,000.00	\$90,000.00	\$46,000.00	\$46,000.00
14	Abandon and Cap Existing 2-inch and Install New Meter	1	LS	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
15	Archaeological Monitor	1	LS	\$15,000.00	\$15,000.00	\$19,300.00	\$19,300.00
16	16" DIP Class 51 Across SR-7	1	LS	\$577,000.00	\$577,000.00	\$675,000.00	\$675,000.00
Total Cost					\$3,804,400.00		\$3,312,655.00

Difference \$910,075.00

\$418,330.00

% Difference 31.4%

14.5%

BID SCHEDULE SUMMARY

Church Farm Road Project

Washington City

Bids Were Opened On: Wednesday, September 9, 2026



BASE BID				Terry R Brotherson Ex.	
Item No.	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization, Demobilization, and Administrative Items (not to exceed 8% of Total Base Bid)	1	LS	\$194,292.36	\$194,292.36
2	Traffic Control	1	LS	\$25,000.00	\$25,000.00
3	Survey Control and Staking	1	LS	\$9,858.00	\$9,858.00
4	Stormwater Pollution Prevention	1	LS	\$15,400.00	\$15,400.00
5	Church Farm Road Pump Station, Complete	1	LS	\$711,653.90	\$711,653.90
6	6-in C-900 PVC DR-18 Pipeline	550	LF	\$59.62	\$32,791.00
7	16-in C-900 PVC DR-18 Pipeline	3,000	LF	\$120.25	\$360,750.00
8	12-in C-900 PVC DR-18 Pipeline	12,500	LF	\$100.33	\$1,254,125.00
9.1	Furnish and Install 6" Gate Valve	16	EA	\$2,399.35	\$38,389.60
9.2	Furnish and Install 8" Gate Valve	4	EA	\$3,706.21	\$14,824.84
9.3	Furnish and Install 12" Gate Valve	16	EA	\$7,104.29	\$113,668.64
9.4	Furnish and Install 16" Butterfly Valve	12	EA	\$11,011.99	\$132,143.88
10.1	Furnish and Install 12" 11.25 Degree Bend	2	EA	\$1,259.68	\$2,519.36
10.2	Furnish and Install 12" 45 Degree Bend	1	EA	\$1,348.24	\$1,348.24
10.3	Furnish and Install 12"x6" Tee	12	EA	\$2,616.90	\$31,402.80
10.4	Furnish and Install 16"x6" Tee	2	EA	\$4,171.76	\$8,343.52
10.5	Furnish and Install 16"x12" Tee	1	EA	\$5,135.12	\$5,135.12
10.6	Furnish and Install 36"x24" Tee	1	EA	\$34,366.36	\$34,366.36
10.7	Furnish and Install 16" Cross	3	EA	\$5,241.72	\$15,725.16
10.8	Furnish and Install 8"x6" Reducer	2	EA	\$840.64	\$1,681.28
10.9	Furnish and Install 16"x6" Reducer	1	EA	\$2,209.60	\$2,209.60
10.10	Furnish and Install 16"x8" Reducer	4	EA	\$2,318.41	\$9,273.64
10.11	Furnish and Install 16"x12" Reducer	1	EA	\$2,566.88	\$2,566.88
10.12	Furnish and Install 24"x16" Reducer	1	EA	\$4,494.20	\$4,494.20
11	Fire Hydrant (STD 302), Complete	17	EA	\$9,251.90	\$157,282.30
12	2" Air Valve (STD 316), Complete	9	EA	\$10,529.76	\$94,767.84
13	Roadway Improvements	1	LS	\$42,237.52	\$42,237.52
14	Abandon and Cap Existing 2-inch and Install New Meter	1	LS	\$3,371.56	\$3,371.56
15	Archaeological Monitor	1	LS	\$2,420.00	\$2,420.00
16	16" DIP Class 51 Across SR-7	1	LS	\$453,314.02	\$453,314.02
Total Cost					\$3,775,356.62

Difference\$881,031.62

% Difference30.4%

BID SCHEDULE SUMMARY

Church Farm Road Project

Washington City

Bids Were Opened On: Wednesday, September 9, 2026



BASE BID				Unit Price Summary		
Item No.	Description	Quantity	Unit	Average	Low	High
1	Mobilization, Demobilization, and Administrative Items (not to exceed 8% of Total Base Bid)	1	LS	\$183,241.54	\$40,000.00	\$285,028.72
2	Traffic Control	1	LS	\$22,367.07	\$8,039.03	\$64,990.00
3	Survey Control and Staking	1	LS	\$19,331.65	\$8,000.00	\$30,500.00
4	Stormwater Pollution Prevention	1	LS	\$17,592.89	\$6,000.00	\$50,980.00
5	Church Farm Road Pump Station, Complete	1	LS	\$690,033.18	\$500,000.00	\$1,000,000.00
6	6-in C-900 PVC DR-18 Pipeline	550	LF	\$57.04	\$31.00	\$155.95
7	16-in C-900 PVC DR-18 Pipeline	3,000	LF	\$83.04	\$63.20	\$120.25
8	12-in C-900 PVC DR-18 Pipeline	12,500	LF	\$68.47	\$48.50	\$100.33
9.1	Furnish and Install 6" Gate Valve	16	EA	\$2,684.76	\$1,900.00	\$4,317.81
9.2	Furnish and Install 8" Gate Valve	4	EA	\$4,356.39	\$2,850.00	\$14,544.74
9.3	Furnish and Install 12" Gate Valve	16	EA	\$6,695.33	\$5,093.00	\$10,674.00
9.4	Furnish and Install 16" Butterfly Valve	12	EA	\$10,620.01	\$6,500.00	\$17,470.00
10.1	Furnish and Install 12" 11.25 Degree Bend	2	EA	\$1,500.94	\$911.83	\$4,134.70
10.2	Furnish and Install 12" 45 Degree Bend	1	EA	\$1,608.47	\$1,008.53	\$3,054.68
10.3	Furnish and Install 12"x6" Tee	12	EA	\$2,806.28	\$1,950.00	\$5,519.22
10.4	Furnish and Install 16"x6" Tee	2	EA	\$4,861.23	\$2,750.00	\$16,241.70
10.5	Furnish and Install 16"x12" Tee	1	EA	\$8,280.21	\$3,500.00	\$41,163.66
10.6	Furnish and Install 36"x24" Tee	1	EA	\$39,950.92	\$33,000.00	\$49,000.00
10.7	Furnish and Install 16" Cross	3	EA	\$5,574.88	\$4,700.00	\$7,467.31
10.8	Furnish and Install 8"x6" Reducer	2	EA	\$986.77	\$417.00	\$3,408.88
10.9	Furnish and Install 16"x6" Reducer	1	EA	\$1,891.16	\$1,344.19	\$3,397.40
10.10	Furnish and Install 16"x8" Reducer	4	EA	\$1,963.61	\$1,100.00	\$4,951.06
10.11	Furnish and Install 16"x12" Reducer	1	EA	\$2,970.49	\$1,953.47	\$10,455.71
10.12	Furnish and Install 24"x16" Reducer	1	EA	\$4,290.00	\$3,605.30	\$4,881.22
11	Fire Hydrant (STD 302), Complete	17	EA	\$7,016.09	\$5,655.91	\$9,251.90
12	2" Air Valve (STD 316), Complete	9	EA	\$9,077.62	\$5,001.02	\$11,193.00
13	Roadway Improvements	1	LS	\$128,691.19	\$36,800.00	\$715,016.06
14	Abandon and Cap Existing 2-inch and Install New Meter	1	LS	\$6,139.19	\$2,280.00	\$24,000.00
15	Archaeological Monitor	1	LS	\$8,024.01	\$1,440.00	\$19,300.00
16	16" DIP Class 51 Across SR-7	1	LS	\$650,869.92	\$453,314.02	\$1,075,900.00
Total Cost						

Briefing Document

Description: Public Works is requesting the award of a bid to Interstate Rock Products in the amount of **\$2,894,325.00** for the construction of the Church Farm Road Pump Station & Pipeline project.

Presenter: Blake Fannesbeck

Submitted By: Lester Dalton

Recommendation: Approval

Background Information: Bids were received September 9, 2026 at 2:00 pm at the Public Works office. A total of 14 bids were received for the project. Interstate Rock Products was the lowest responsible bidder.

As can be seen from the Bid Tabulation, the bidding was very competitive.

Fiscal Impact: Appropriated for in the current budget

Impacted Fund: Water restricted funds

WASHINGTON CITY
CITY COUNCIL MEETING
STAFF REVIEW

HEARING DATE: September 23rd, 2026

ACTION REQUESTED: HW-26-02 - A request for a height waiver to exceed the maximum height allowed located at approximately Riggs Loop Drive and Devils Garden Ln.

APPLICANT: Jared Madsen

OWNER: Church of Jesus Christ of Latter Day Saints

ARCHITECT: P.C Architects Inc

REVIEWED BY: Eldon Gibb - Community Development Director

Background

The applicant is requesting a waiver to extend above the maximum building height allowed in a Residentially zoned property (35' feet). The proposal is located at approximately Riggs Loop Drive and Devils Garden Ln in the Long Valley Planned Community Development.

The applicant is seeking approval to extend the height of the associated steeple (steeple only will extend beyond the limit) to sixty-nine feet (69') at its highest point with the main portion of the building being twenty-nine feet (29') tall.

City Code 9-14-22 identifies four items City Council should consider while discussing this item:

- A. The proposed height waiver at the particular location, is necessary and desirable, and is to provide a service or facility which will contribute to the general well being of the neighborhood and community; and
- B. The request will not create public health concerns; and
- C. Any aesthetic impacts on the surrounding area will be mitigated; and
- D. Any adverse effects the request may impose on the surrounding area will be addressed and mitigated.



August 17, 2026

Washington City
Planning & Zoning
Washington, UT 84770

Re: Height Waiver Narrative – Long Valley G300

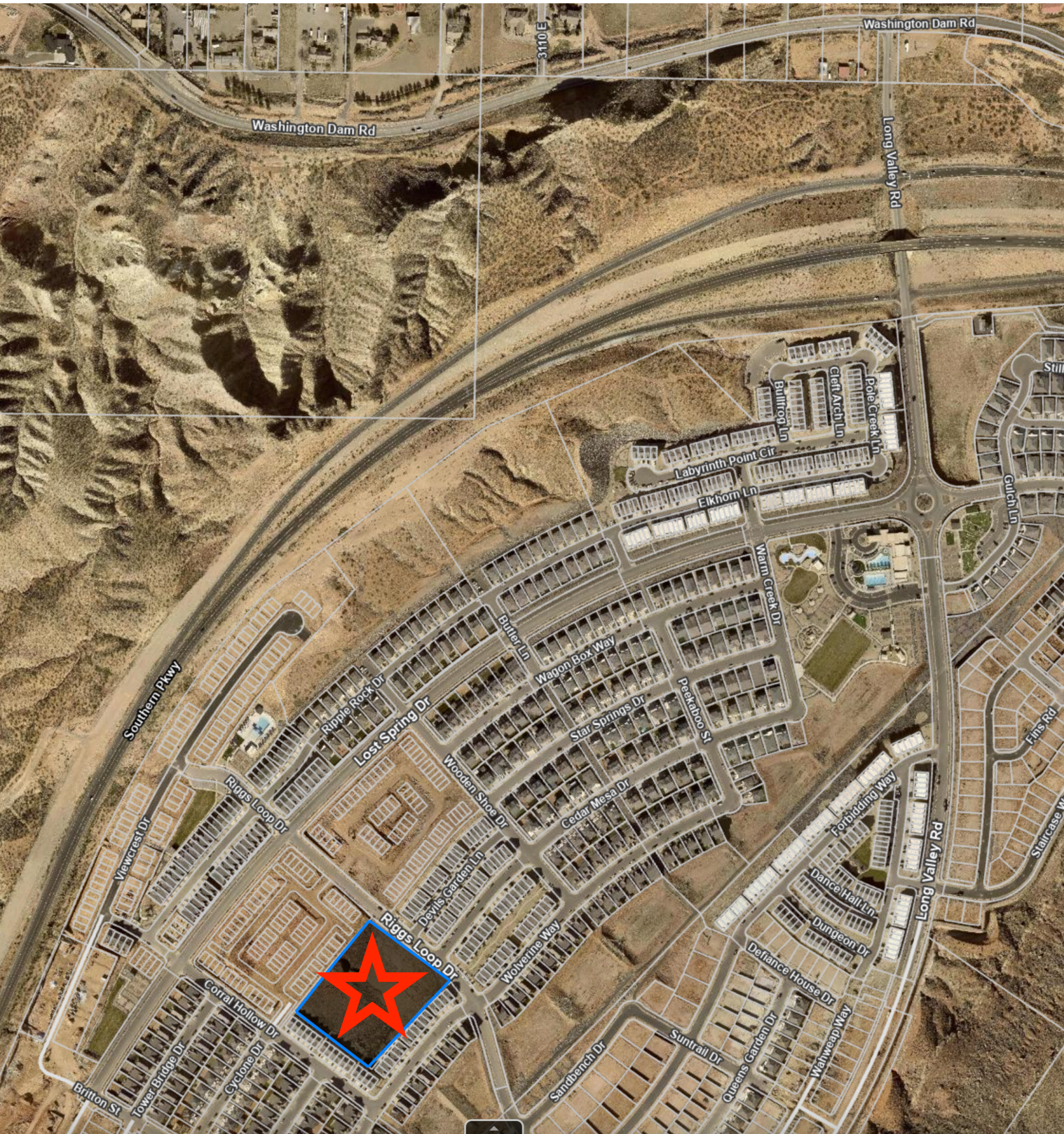
On behalf of the Long Valley G300 project, we respectfully submit this request for a height waiver to accommodate a proposed architectural steeple that exceeds the standard maximum building height permitted by Washington City Code. Measured from the finished floor elevation, the main church building will have a height of 29'-1", while the steeple will extend to a maximum height of 69'-0".

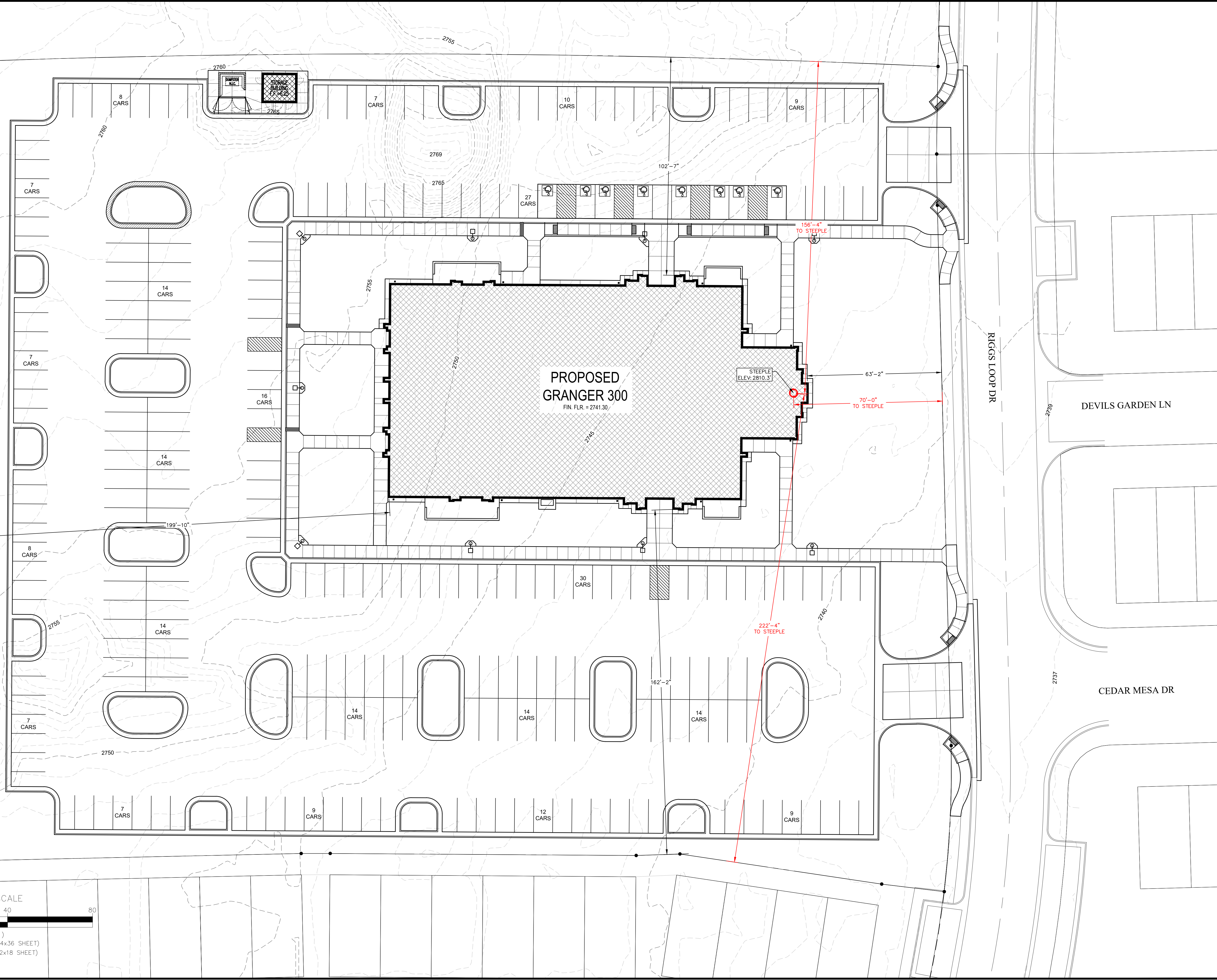
The height waiver is both necessary and desirable to maintain the traditional form of religious architecture, where vertical elements such as steeples symbolize community gathering, spiritual aspiration, and cultural heritage. The steeple will serve as a visual landmark for the neighborhood, reinforcing the Church's role as a center for community cohesion and service.

The requested height increase is limited solely to the steeple feature, which is proportionally scaled to the building and intentionally designed to minimize mass and visual impact. It will not result in additional occupied floor area, nor will it contribute to view obstruction, excessive shading, or other detrimental effects typically associated with increased building heights.

Potential concerns regarding the height have been considered. The steeple will be constructed using neutral, non-reflective materials and will be integrated seamlessly with the building's architecture to ensure compatibility with surrounding development. Given its slender profile and non-occupiable nature, the steeple will have no measurable impact on adjacent properties or public safety.

In conclusion, approval of this height waiver will allow for a project that strengthens the neighborhood's identity, preserves architectural tradition, and enhances the general well-being of the community without creating adverse effects. We appreciate the City's thoughtful consideration of this request.





Release Date:
17 AUGUST 2026

P.C. ARCHITECTS INC.

Dennis B. Patten, AIA
P.O. Box 217
St. George, UT 84771
(435) 673-6579

Stamp:

Project Name:

WASHINGTON CITY
LONG VALLEY G300
EAST RIGGS LOOP DRIVE

Project for:

THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS

Mark	Date	Rev	Description

Project Number:
PCA-####

Plan Series:
G300-MH-11

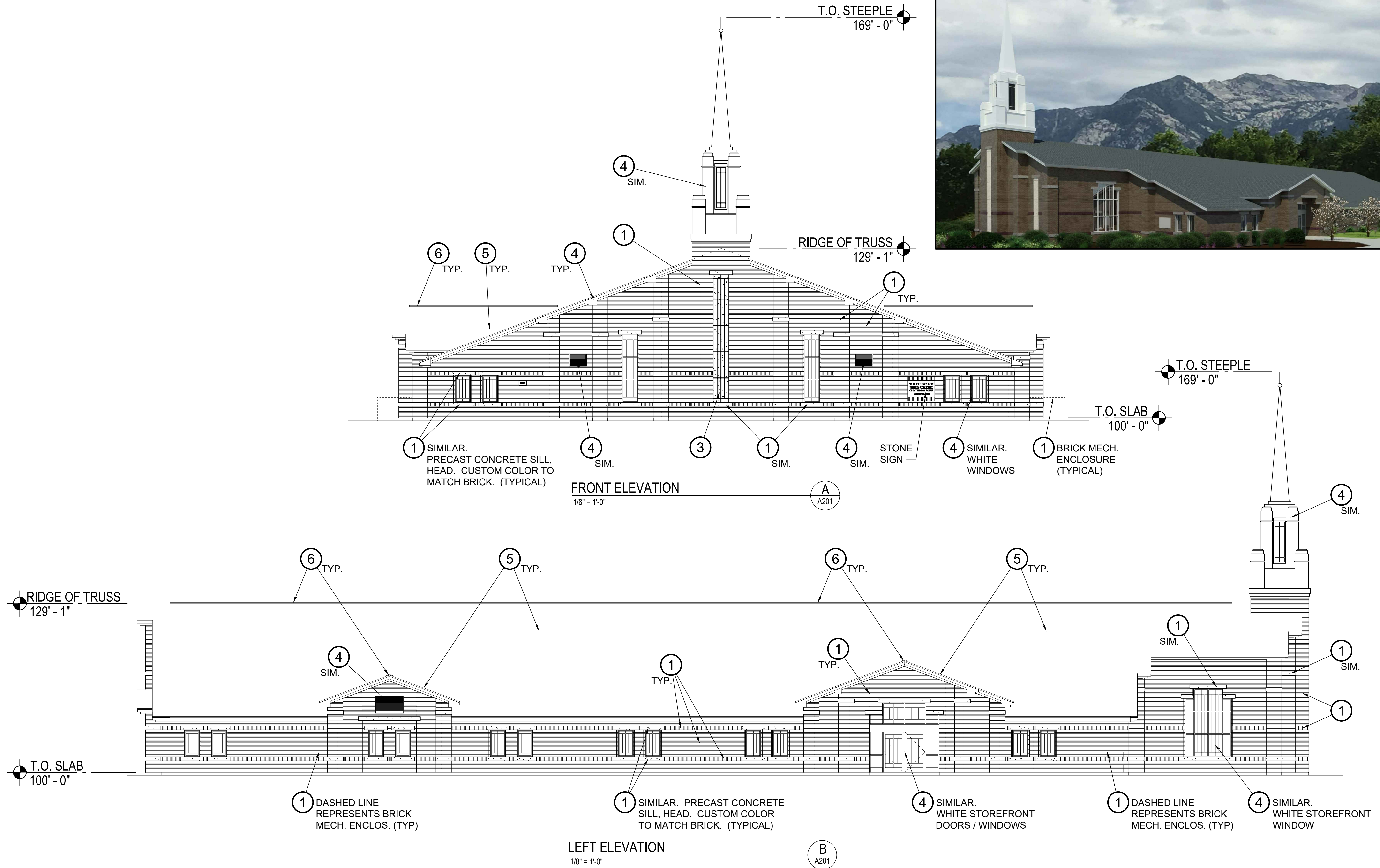
Property Number:
###-####

Sheet Title:

HEIGHT
WAIVER
EXHIBIT

Sheet:

####



Local Consent for Proximity to a Community Location

Presenter: Hana Park

Submitted By: Hana Park

Background Information:

The applicant, Jackson Carter, on behalf of Riggatti's Washington LLC, located at 28 N 300 W, is requesting Local Consent for Proximity to a Community Location (Nisson Park).

In accordance with Utah State Code § 32B-1-202 (effective May 6, 2026), the state defers decisions regarding proximity to community locations, such as public parks and playgrounds, to local municipal authorities. This local proximity consent is a required prerequisite for the applicant's state liquor license application with the Utah Department of Alcoholic Beverage Services (DABS). Under state statute, the local authority must evaluate proximity factors, conduct a public hearing for community input, and provide formal consent.

The subject property is located across Telegraph Street from Nisson Park, with measured straight line distances of 122 feet and 140 feet from the building entrances to the park boundary. While these measurements fall within the state's 200-foot baseline, the establishment is physically separated from the park by a major public roadway buffer. The police and business licensing staff reviewed the application with no concerns.

Recommendation:

Staff recommends approval of Local Consent for Proximity to a Community Location, as the application satisfies requirements under Washington City Code and Utah State Code.



Department of Alcoholic Beverage Services

Effective Date: May, 2026

Local Authorization for Proximity to a Community Location Expressly for Restaurant and Hotel Licenses

The local business licensing authority acknowledges proximity to a park, playground, or library and has conducted a public meeting at which members of the public were provided an opportunity to comment on the proposed location of the restaurant or hotel at least 30 days prior to the issuance of Local Consent, pursuant to Utah Code Sections 32B-1-202 and 32B-1-202.1.

Washington

hereby acknowledges proximity of the license for:

Business Name (DBA): Riggatti's Washington LLC

Entity Name (or owner's name if sole proprietor): Riggatti's Washington LLC

Physical Location Street Address: 28 N 300 W

City: Washington **Zip Code:** 84780

Authorized Licensing Authority Signature: _____

Printed Name: _____ **Title:** _____ **Date:** _____

Date of Public Hearing (must be held 30 days prior to issuance of the Local Consent): _____

**A copy of the meeting minutes or link to the public meeting must be submitted with this form*

This local authorization document must be submitted to the DABS by the applicant as part of a complete application.

This is a suggested format. A local authority produced form is also acceptable.



Local Consent for On Premise Limited Services Restaurant Liquor License

Presenter: HanaPark

Submitted By: Hana Park

Background Information:

The applicant, Jackson Carter, has submitted an application to the Utah Department of Alcoholic Beverage Services (DABS) for an On-Premise Restaurant Limited-Service License for Rigatti's Washington LLC, located at 28 N 300 W, Washington, Utah.

As part of the state licensing process, the Utah Department of Alcoholic Beverage Services requires local consent from the governing body of the municipality in which the business is located.

Recommendation:

Staff recommends approval of the Local Consent Agenda Item as presented as it meets the requirement of Washington City Code.



Department of Alcoholic Beverage Services

Effective Date: Dec. 2024

Local Authority Consent for a Retail Alcohol License

License Type:

The local business licensing authority gives written consent to the Alcoholic Beverage Services Commission to consider the issuance of an on-premise retail alcohol license for a person to store, sell, offer for sale, furnish, or allow the consumption of an alcohol product on the premises of the applicant under the following authorities:

Utah Code Sections 32B-1-202, 32B-5-201, 32B-5-203, 32B-5-205, and 32B-5-206.

hereby grants its consent for the issuance of a license to:

Business Name (DBA): _____

Entity Name: _____

Physical Location Street Address: _____

City: _____ **Zip Code:** _____

Authorized Licensing Authority Signature: _____

Printed Name: _____ **Title:** _____ **Date:** _____

This local consent document must be submitted to the DABS by the applicant as part of a complete application.

This is a suggested format. A local authority produced form is also acceptable.

WASHINGTON CITY
CITY COUNCIL MEETING
STAFF REVIEW

HEARING DATE: September 23rd, 2026

ACTION REQUESTED: G-26-04, A request to amend the General Plan Land Use Map from LD, OS and NCOM to LD, MD, MHD and CCOM located at approximately 2000 South and 20 East

APPLICANT: Jason Ward

OWNER: Adams Family Farms, LLC

ENGINEER: Rosenberg Associates

REVIEWED BY: Eldon Gibb, Community Development Director

RECOMMENDATION: Staff Recommended approval, Planning Commission
Recommended Denial

Background

The applicant is proposing to amend the General Plan Land Use Map located at approximately 2000 South and 20 East covering a total of 140.32 acres. The current Land Use designation at this location is OS, LD and NCOM. The applicant is proposing the following changes:

- 7.56 acres of OS to a proposed LD. This is the bright yellow area on the map and is in the Hillside Overlay which has visible hillside scarring. Changing the general plan from OS to LD will allow future development to include this area and address hillside mitigation efforts. LD allows single family homes with a 3-4 d.u/acre ratio.

- 50.32 acres of LD to a proposed MD. This is the mild yellow area on the map and is identified in three different locations put in place to transition from LD to MHD and commercial use areas. MD allows single family residences with a 4.5 - 6 d.u/acre ratio.

-41.79 acres of LD to a proposed MHD. This is the orange area on the map and is identified in two areas, specifically the corner of 2000 South and 20 East and next to the intermediate school on the corner of 240 West and 3090 South. MHD allows attached single family residences and multifamily with a 7-12 d.u/acre ratio.

-40.65 acres of LD and NCOM to a proposed CCOM. This is the pink area on the map

and fronts Merrill Rd intended to conveniently serve area residents. CCOM allows AP, C-1 and C-2 type uses.

The surrounding General Plan Land Use designations are OS, LD, VLD and NCOM. Staff has reviewed the requested change and is comfortable with the proposal as it incorporates land use compatibility transitions and locates higher-density residential and commercial uses along major public roadways and the intermediate school.

Recommendation

The Planning Commission reviewed this request on August 26 and September 9th, 2026 and unanimously recommended denial due to lack of buffering between the existing VLD residential and the proposed CCOM along with the lack of MD that should replace some of the MHD so that the MHD is reduced.

Planning Commission Minutes
September 2nd, 2026

<https://youtube.com/live/ldE3h3vcRZw?t=181>

Community Development Director Eldon Gibb reviewed the application.

Applicant Michael Adams Orton spoke to the item.

Rusty Hughes, Economic Development Director, spoke to the item.

Commissioner Bulloch opened the public hearing.

The following individuals spoke to the item:

- Koho Head
- Derek Hoffman
- Jeff Stewart
- Jon O Bray
- Darren Orton - the applicant - Tara does this go here, he spoke during the public hearing time.
- Melisa Dickensen
- Frank Martini
- Tim Houghton
-

Commissioner Bulloch closed the public hearing.

Commissioner Anderson made a motion to recommend denial due to the lack of buffering between the existing VLD residential and the proposed CCOM along with the lack of MD that should replace some of the MHD so that the MHD is reduced onto the City Council to a later date which mailing notices will be sent to surrounding residences as done for the Planning Commission meeting. Commissioner Davis seconded the motion; which passed with the following roll call vote:

Commissioner Bulloch	Aye
Commissioner Mitchell	Aye
Commissioner Anderson	Aye
Commissioner Davis	Aye

Date: August 3, 2026

To: Washington City Planning and Zoning
Attn: Eldon Gibb – City Planner
111 North 100 East
Washington, Utah 84780

From: Jason S. Smith, PE,
Principal Engineer

Subject: **Adams Family
General Plan
Project Number: 14573-24**

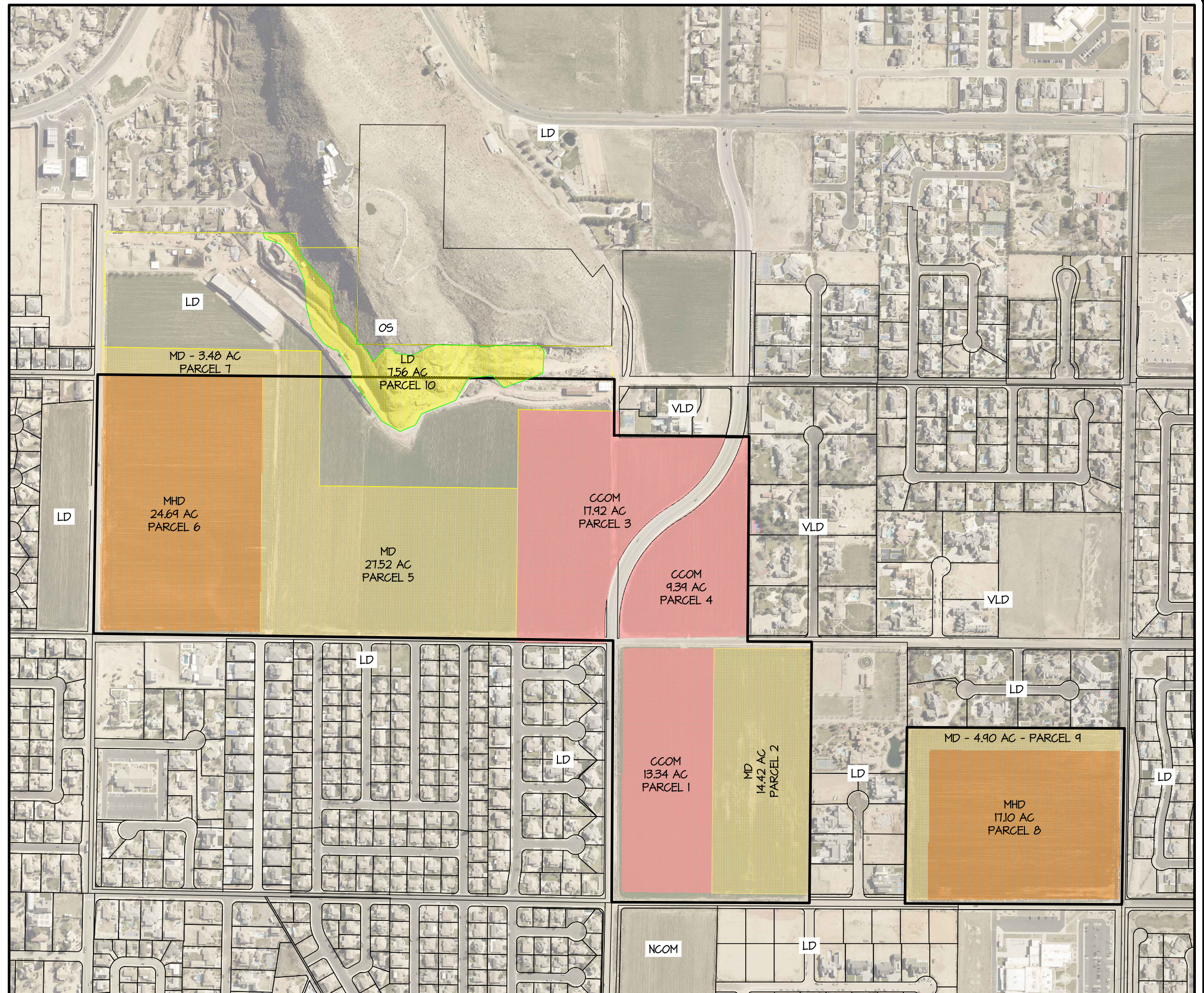
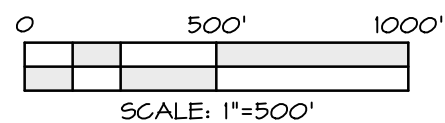
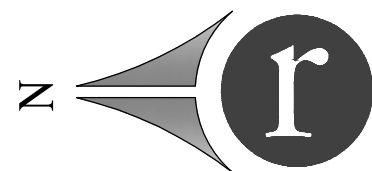
This document has been prepared for Adams Family Farm LLC and the Adams Family Trust, in support of the proposed General Plan Amendment, to facilitate the beneficial use for the parcels, and surrounding community, and associated utility and roadway improvements located south of 2000 South and east of 20 East, in addition to a parcel southwest of the intersection of Merrill Road and 20 East, and a separate parcel to the northeast of the intersection of 3090 South and 240 West. (Parcels W-5-2-26-2401, & W-5-2-26-2402, W-5-2-26-203, 6325, 6326, 6327, 6328, 6330, 6539-B-1, 6542, 6540-B, 6540-C) in Washington, Utah. The proposed project is comprised of 40.65 acres of community commercial, 41.79 acres of medium high density residential, 50.32 acres of medium density residential, and 37.63 of low density residential. Access and utility services will be provided along 2000 South, 20 East, Merrill Road, 240 West and 3090 South.



**PROJECT FLOW CARD: G-26-04 - General Plan Amendment - Adams
Approx 20 East**

Community Development	Applicant has feathered existing densities with proposed densities and increasing the commercial footprint adjacent to Merrill road.	
Public Works	Reviewed and OK to move forward for hearing. Corrections made to acreages and general plan designation labels.	
Engineer	Reviewed and no concerns with the general plan from an engineering standpoint.	
Parks/Trails	Reviewed, no concerns	
Dixie Power	Reviewed, no concerns	
Economic Dev	Reviewed. I support the proposed General Plan Amendment to include Community Commercial (CCOM) in this area. The amendment would allow for a coordinated mix of commercial and residential uses. The proposed community commercial designation is appropriate to serve the surrounding neighborhoods and future growth in the area.	

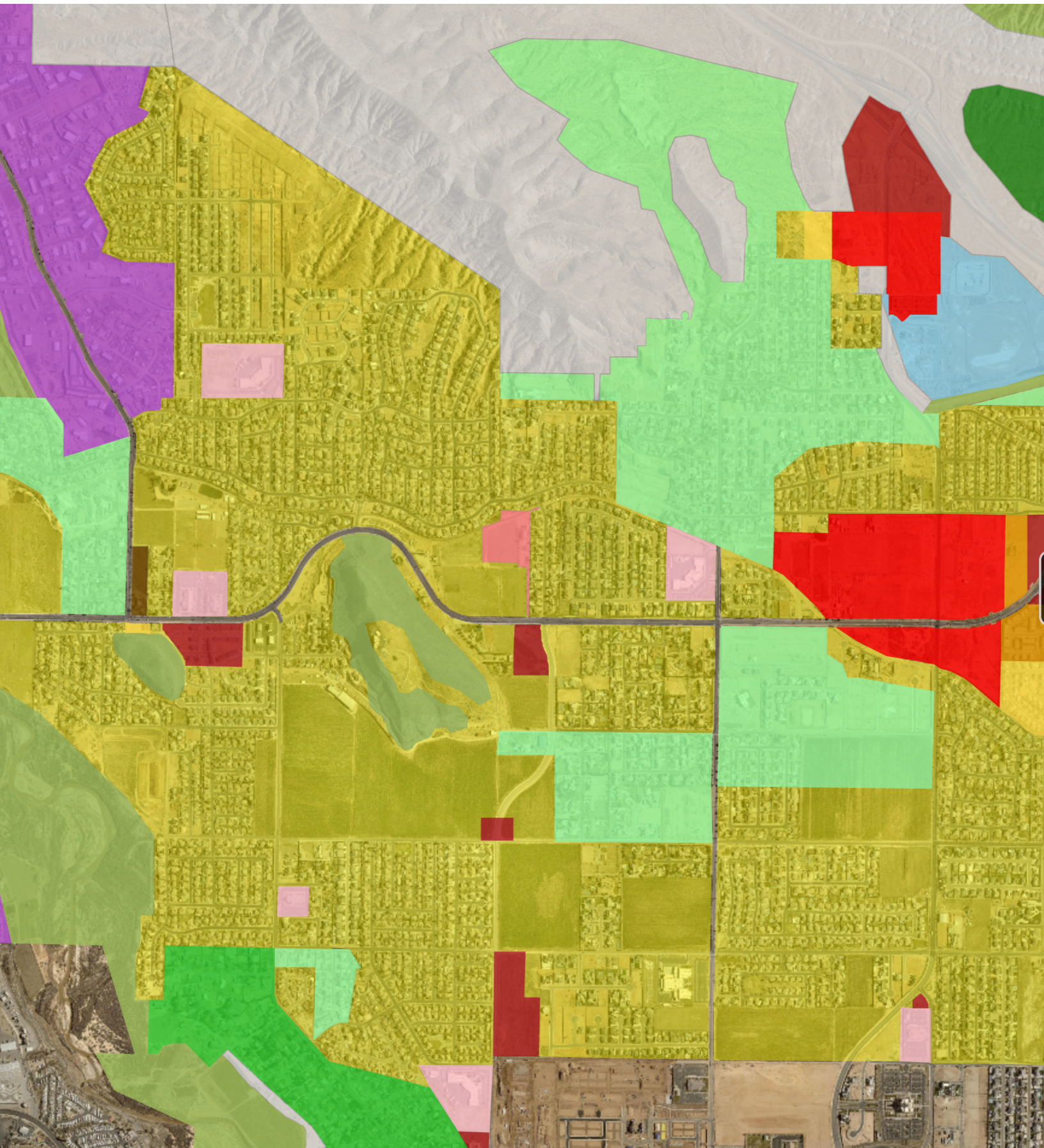
	COMMUNITY COMMERCIAL ZONE 40.65 AC
	MEDIUM HIGH DENSITY RES. ZONE (7-12 UNITS PER ACRE) 41.79 AC
	MEDIUM DENSITY RES. ZONE (4.5-6 UNITS PER ACRE) 50.32 AC
	LOW DENSITY RES. ZONE (3-4 UNITS PER ACRE) 7.56 AC

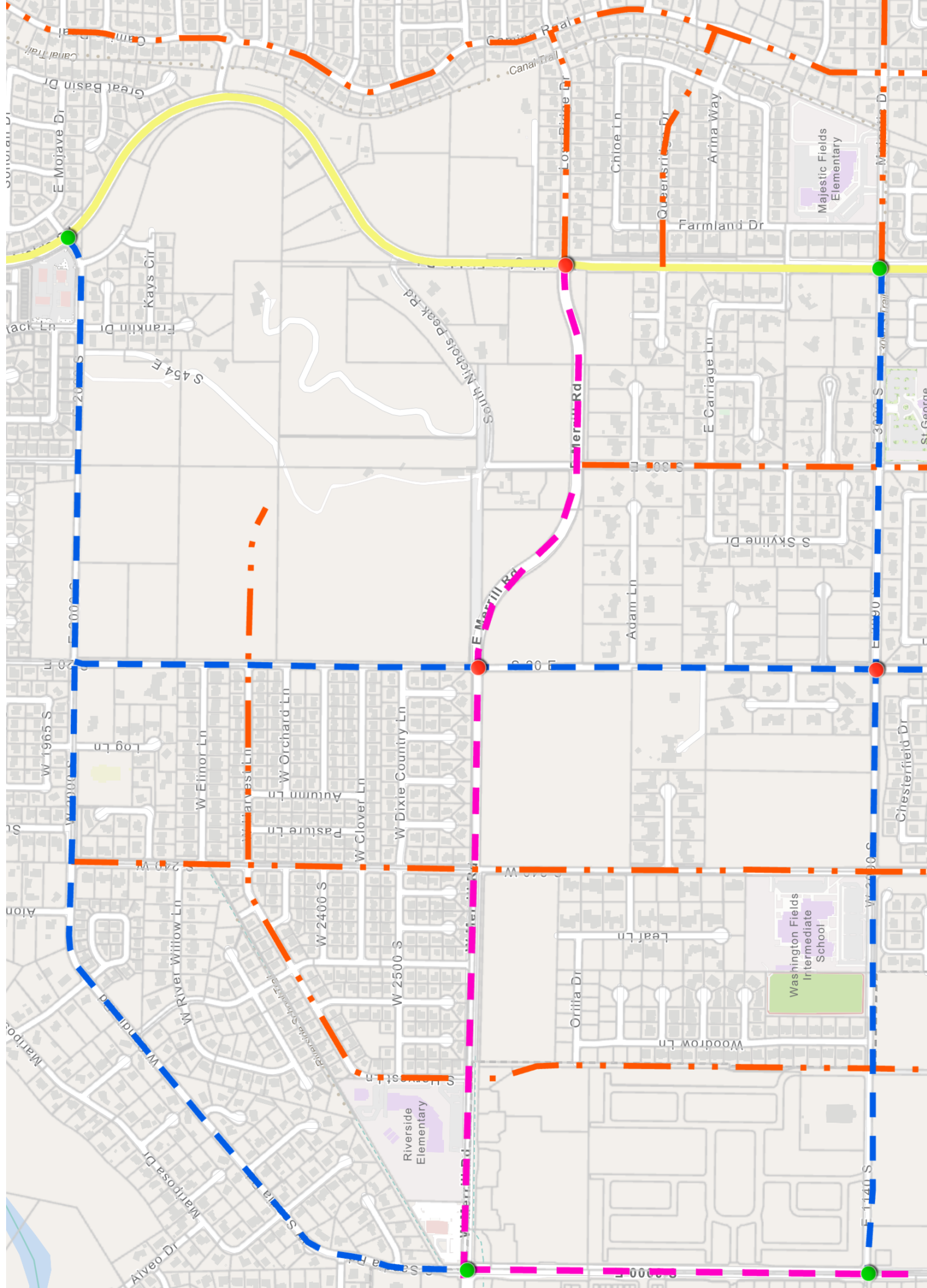
[illegible]

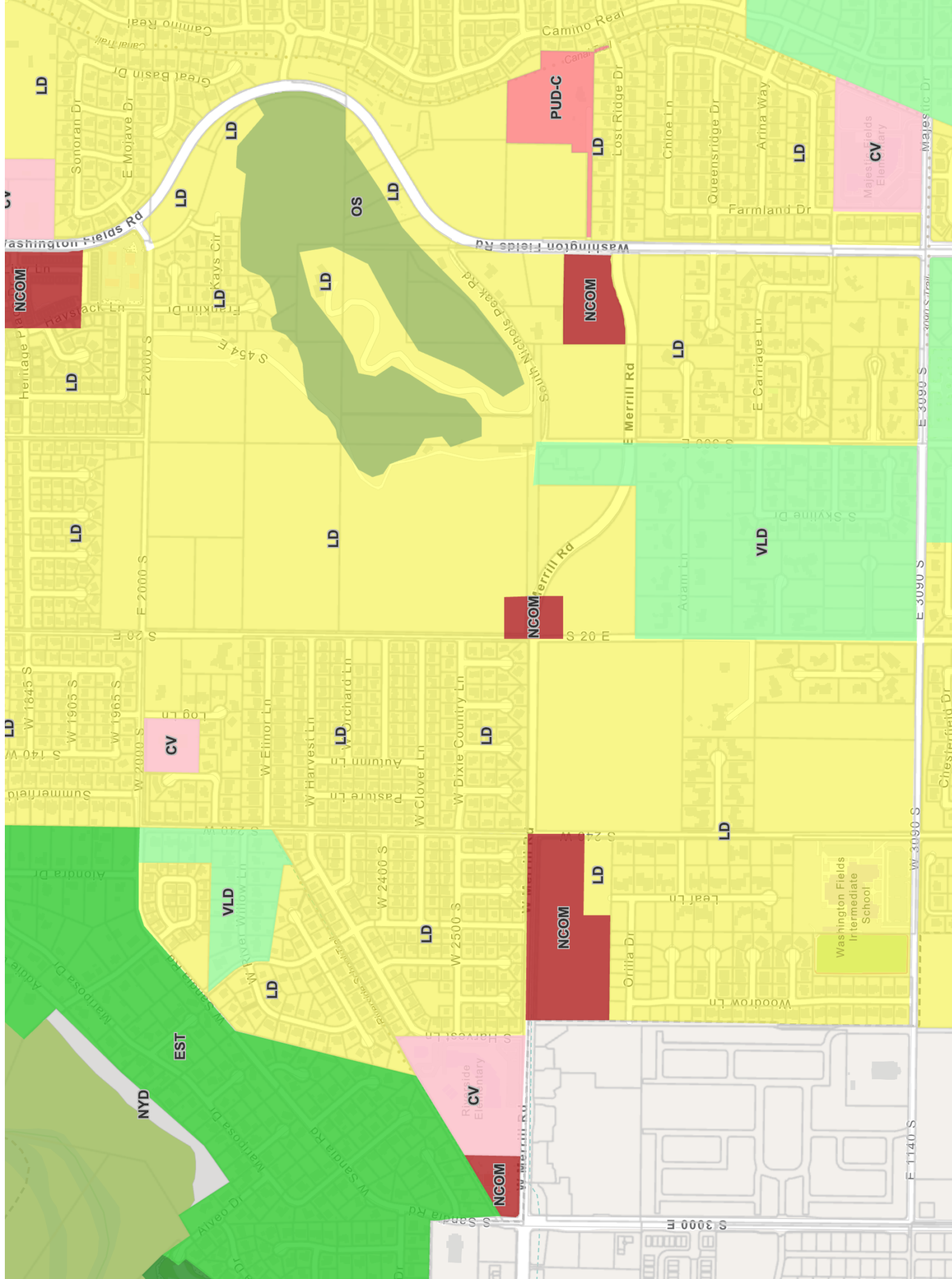
General Plan Exhibit
FOR
Adams Farm Master Plan
Adams Family Farm
Washington City

SHEET
EX 2
OF 2 SHEETS

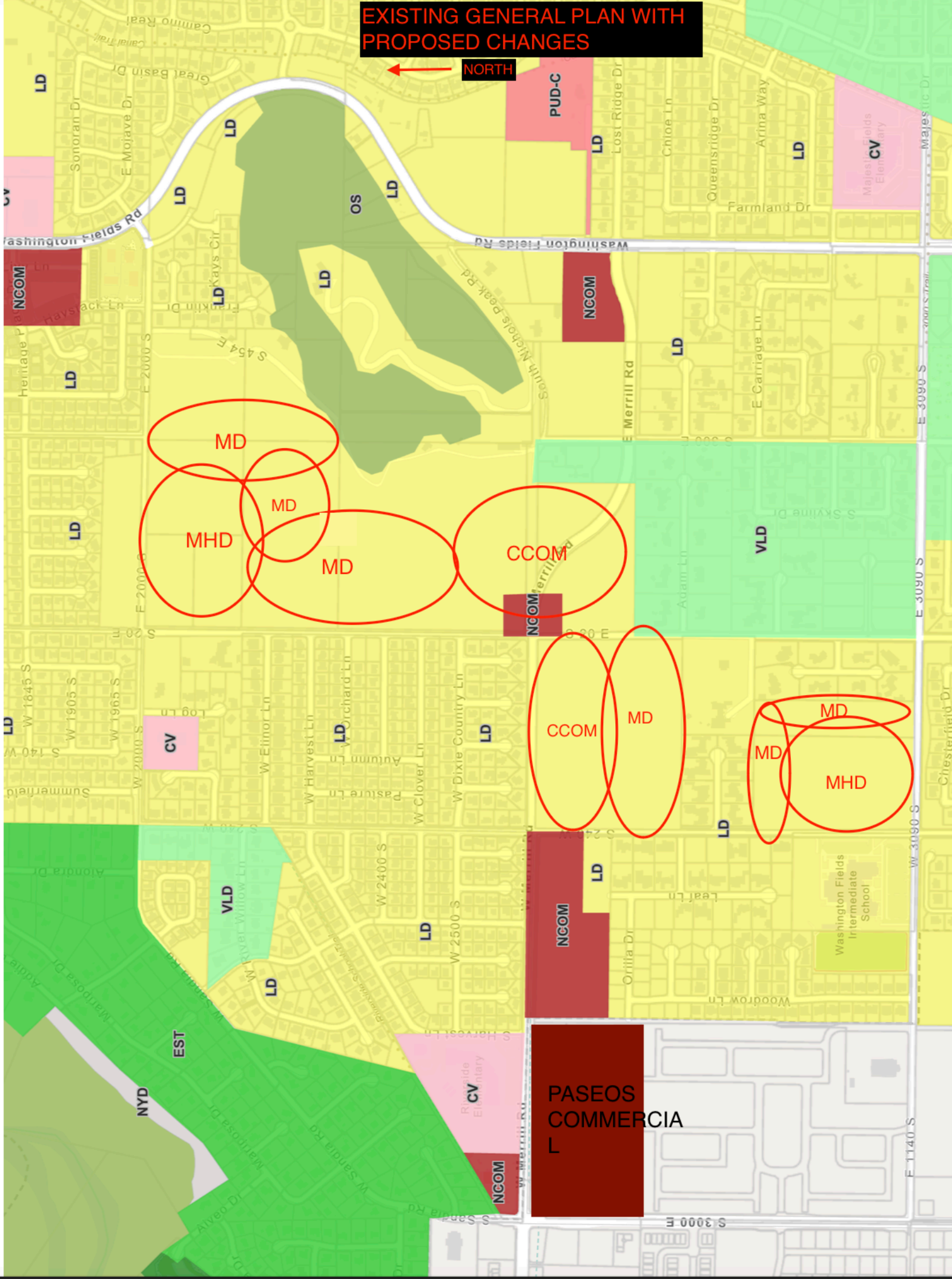








EXISTING GENERAL PLAN WITH PROPOSED CHANGES



ORDINANCE NO. 2026-XX
AN ORDINANCE AMENDING THE GENERAL PLAN LAND USE
DESIGNATION WITHIN WASHINGTON CITY, UTAH

WHEREAS, the Washington City Community Development Department has recommended the following General Plan Land Use Map designation be adopted; and

WHEREAS, the Planning Commission, pursuant to applicable notice requirements, conducted a public hearing on August 19th, 2026, which public hearing was closed, for the purpose of considering the proposed amended General Plan Land Use Map designation and the making of formal recommendation to the City Council; and

WHEREAS, the City Council, pursuant to applicable notice requirement, conducted a public meeting on September 23rd, 2026; and

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

WHEREAS, the City Council of Washington City, Utah, desires to amend the General Plan Land Use Map of Washington City, and

BE IT ORDAINED BY THE CITY COUNCIL OF WASHINGTON CITY, UTAH, that the following described property is hereby amended by General Plan Land Use Map request **G-26-04**, from the current OS, LD and NCOM to LD, MD, MHD and CCOM designations, located at approximately 2000 South and 20 East, and more particularly described as follows:

Parcel ID and Detailed Legal Description in Exhibit A.

PASSED AND ORDERED POSTED on this 23th day of September, 2026.

Washington City

Attest:

Kress Staheli, Mayor

Tara Pentz, City Recorder

COUNCIL MEMBERS OF WASHINGTON CITY, UTAH:

Troy Belliston	☐ Aye	☐ Nay
Kim Casperson	☐ Aye	☐ Nay
Craig Coats	☐ Aye	☐ Nay
Bret Henderson	☐ Aye	☐ Nay
Kurt Ivie	☐ Aye	☐ Nay

Exhibit A

Parcel 1 – CCOM

Beginning at a point being South 89°42'32" East 51.81 feet along the section line and South 00°37'33" West 65.06 feet from the Northwest Corner of Section 35, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;
thence South 89°29'06" East 1,249.76 feet;
thence South 00°06'39" West 446.91 feet;
thence North 89°29'06" West 1,253.81 feet;
thence North 00°37'44" East 446.90 feet to the Point of Beginning.
Containing 559,423 square feet or 12.84 acres.

Parcel 2 – MD

Beginning at a point being South 89°42'32" East 51.81 feet along the section line and South 00°37'33" West 511.96 feet from the Northwest Corner of Section 35, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;
thence South 89°29'06" East 1,253.81 feet;
thence South 00°06'39" West 500.10 feet;
thence North 89°29'00" West 1,258.33 feet to and along the Northerly line of Oak Grove, as found on file with the Washington County Recorder's Office, Entry No. 20220019420, to the Northwestern corner said Oak Grove;
thence North 00°37'44" East 500.05 feet to the Point of Beginning.
Containing 628,122 square feet or 14.42 acres.

Parcel 3 – CCOM

Beginning at a point being South 89°42'32" East 1,339.48 feet along the section line and North 00°46'47" East 42.57 feet from the Northwest Corner of Section 35, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;
thence North 00°46'47" East 454.12 feet;
thence South 89°24'10" East 1,176.55 feet;
thence South 01°01'50" West 490.42 feet to the Northerly line Deer Meadows as found on file with the Washington County Recorder's Office, Entry No. 20210038686;
thence North 89°42'32" West 123.92 feet along the Northerly line to the Northwestern corner said Deer Meadows;
thence South 00°26'40" West 571.94 feet along the Westerly line said Deer Meadows to the Northerly line Merrill Road;
thence along said Northerly line Merrill Road the following (4) courses;thence Northwesterly 479.97 feet along an arc of a 640.18 foot radius non-tangent curve to the right (center bears North 17°36'22" East, long chord bears North 50°54'56" West 468.81 feet with a central angle of 42°57'25");
thence Northwesterly 127.74 feet along an arc of a 736.04 foot radius non-tangent curve to the left (center bears South 57°41'46" West, long chord bears North 37°16'34" West 127.58 feet with a central angle of 09°56'38");
thence Northwesterly 572.02 feet along an arc of a 669.38 foot radius non-tangent curve to the left (center bears South 48°04'08" West, long chord bears North 66°24'44" West 554.77 feet with a central angle of 48°57'45");

thence North 89°33'34" West 95.91 feet to the Point of Beginning.
Containing 775,165 square feet or 17.80 acres.

Parcel 4 – CCOM

Beginning at a point being South 89°42'32" East 1,339.48 feet along the section line and South 00°56'53" East 37.47 feet from the Northwest Corner of Section 35, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;
thence South 89°33'34" East 86.14 feet;
thence Southeasterly 504.78 feet along an arc of a 589.38 foot radius non-tangent curve to the right (center bears South 00°58'52" East, long chord bears South 66°26'44" East 489.49 feet with a central angle of 49°04'17");
thence Southeasterly 112.19 feet along an arc of a 656.04 foot radius non-tangent curve to the right (center bears South 47°43'58" West, long chord bears South 37°22'05" East 112.06 feet with a central angle of 09°47'55");
thence Southeasterly 562.41 feet along an arc of a 720.18 foot radius non-tangent curve to the left (center bears North 60°23'40" East, long chord bears South 51°58'39" East 548.23 feet with a central angle of 44°44'38");
thence South 00°26'40" West 36.24 feet to the Northerly line Pheasant Meadow as found on file with the Washington County Recorder's Office, Entry No. 684170;
thence North 89°34'13" West 1,023.70 feet along said Northerly line to the Northwesterly corner Pheasant Meadow;
thence North 00°56'53" West 651.67 feet to the Point of Beginning.
Containing 415,639 square feet or 9.54 acres.

Parcel 5 – MD

Beginning at a point being South 89°42'32" East 1,339.48 feet along the section line and North 00°46'47" East 496.68 feet from the Northwest Corner of Section 35, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;
thence North 00°46'47" East 1,310.78 feet;
thence South 89°24'18" East 1,330.29 feet;
thence South 00°30'57" West 296.08 feet;
thence North 89°18'35" West 559.32 feet;
thence South 00°46'54" West 1,015.66 feet;
thence North 89°24'10" West 772.29 feet to the Point of Beginning.
Containing 1,177,480 square feet or 27.03 acres.

Parcel 6 – MHD

Beginning at a point on the Center Section line, said point being South 89°02'31" East 1,326.82 feet along said center section line from the West Quarter Corner of Section 26, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;
thence South 89°02'31" East 1,326.40 feet along said center section line to the center 1/4 corner said section 26;
thence South 00°30'57" West 844.89 feet along the center section line;
thence North 89°24'18" West 1,330.29 feet;
thence North 00°46'47" East 853.30 feet to the Point of Beginning.
Containing 1,127,877 square feet or 25.89 acres.

Parcel 7 – MD

Beginning at a point being South 00°30'22" West 23.79 feet along the center section line from the Center Quarter Corner of Section 26, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

thence South 88°33'25" East 141.48 feet;
thence South 01°05'26" West 1,115.38 feet;
thence North 89°18'36" West 130.27 feet to said center section line;
thence North 00°30'57" East 1,117.21 feet along said center section line to the Point of Beginning.
Containing 151,673 square feet or 3.48 acres.

Parcel 8 – MHD

Beginning at the West Quarter Corner of Section 35, Township 42 South, Range 15 West, Salt Lake Base & Meridian, said point being the Southeasterly corner of Staheli Minor Subdivision, as found on file with the Washington County Recorder's Office, Entry No. 978544, and running;
thence North 00°15'43" East 995.26 feet along the Easterly line said Staheli Minor Subdivision;
thence South 89°13'28" East 787.02 feet;
thence South 00°19'28" West 996.64 feet to the center section line;
thence North 89°07'23" West 785.94 feet along said center section line to the Point of Beginning.
Containing 783,263 square feet or 17.98 acres.

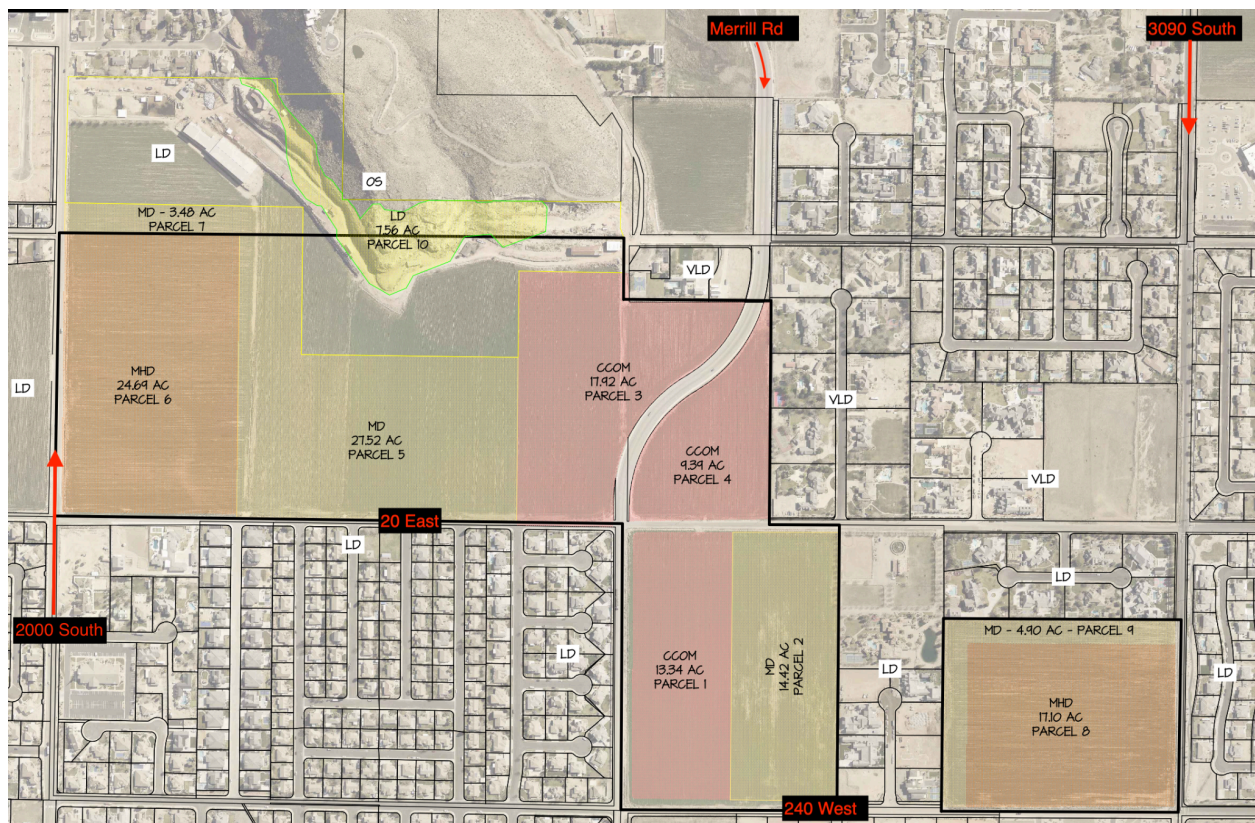
Parcel 9 – MD

Beginning at a point on the center section line, said point being South 89°07'23" East 785.94 feet along said center section line from the West Quarter Corner of Section 35, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;
thence North 00°19'28" East 996.64 feet;
thence North 89°13'28" West 787.02 feet to the section line;
thence North 00°15'43" East 114.74 feet along said section line to the Southwesterly corner Oak Grove, as found on file with the Washington County Recorder's Office, Entry No. 20220019420;
thence South 89°22'16" East 902.40 feet along and beyond the Southerly line said Oak Grove to the Northwesterly corner Old Farm Estates, as found on file with the Washington County Recorder's Office, Entry No. 955354;
thence South 00°18'27" West 1,113.90 feet along the Westerly line said Old Farm Estates to said center section line;
thence North 89°07'23" West 115.60 feet along said center section line to the Point of Beginning.
Containing 219,652 square feet or 5.04 acres.

Parcel 10 – LD

Beginning at a point being North 00°30'57" East 366.18 feet along the center section line and East 25.77 feet from the South Quarter Corner of Section 26, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;
thence North 19°56'35" West 212.76 feet;
thence North 46°30'22" East 84.32 feet;
thence North 05°48'33" West 122.91 feet;
thence North 59°39'28" West 133.34 feet;
thence North 21°16'30" West 185.72 feet;
thence North 60°15'55" West 66.86 feet;
thence North 22°27'55" West 84.10 feet;
thence North 29°37'59" East 108.99 feet;
thence North 54°14'07" East 260.64 feet;
thence East 39.40 feet;
thence North 57°19'49" East 133.17 feet;

thence North 05°02'40" East 20.88 feet;
thence North 31°56'57" East 60.02 feet;
thence North 53°17'31" East 100.70 feet;
thence North 75°15'44" East 117.00 feet;
thence North 86°37'01" East 123.29 feet;
thence North 67°59'49" East 100.63 feet;
thence North 48°52'48" East 131.75 feet;
thence North 19°17'51" East 84.10 feet;
thence North 69°40'00" East 30.09 feet to the Westerly line Nichols Peak Subdivision Phase 3,
as found on file with the Washington County Recorder's Office, Entry No. 856082;thence South
00°26'06" West 140.56 feet along said Westerly line Nichols Peak Subdivision
Phase 3;
thence South 46°03'33" West 35.33 feet;
thence South 76°26'54" West 37.32 feet;
thence South 62°27'25" West 73.42 feet;
thence South 48°50'39" West 76.21 feet;
thence South 47°44'44" West 126.20 feet;
thence South 64°43'02" West 41.34 feet;
thence West 39.03 feet;
thence South 75°51'35" West 52.11 feet;
thence South 63°48'55" West 56.77 feet;
thence South 33°37'59" West 43.08 feet;
thence South 53°18'53" West 54.30 feet;
thence South 49°41'16" West 22.12 feet;
thence North 89°07'33" West 28.34 feet;
thence South 00°30'35" West 24.66 feet;
thence South 49°41'16" West 50.88 feet;
thence South 62°16'13" West 57.56 feet;
thence South 49°50'35" East 89.78 feet;
thence South 01°39'11" East 35.43 feet;
thence South 53°11'07" West 34.05 feet;
thence South 06°00'41" West 90.96 feet;
thence South 29°07'27" East 81.08 feet;
thence South 16°15'31" East 50.11 feet;
thence South 00°30'35" West 216.23 feet;
thence South 41°45'56" West 12.57 feet;
thence South 02°16'59" East 67.14 feet;
thence South 42°13'08" East 7.39 feet;
thence South 00°30'35" West 230.79 feet;
thence South 50°25'07" West 36.26 feet;
thence North 86°52'45" West 114.21 feet to the Point of Beginning.
Containing 329,306 square feet or 7.56 acres.



Briefing Document

Description: Reagan Outdoor Advertising - Settlement Agreement & Mutual Release

Presenter: Thad Seegmiller

Submitted By: Thad Seegmiller

Recommendation: Approval

Background Information: Washington City has been involved in litigation with R.O.A. General, LLC, d/b/a Reagan Outdoor Advertising, and related property owners concerning two outdoor advertising billboards formerly located on City-owned property under an Outdoor Advertising Lease dated April 1, 2016. The litigation involved disputes regarding the billboards, Reagan's alleged rights to relocate them, and related lease and property interests. The parties have negotiated a settlement to fully and finally resolve the litigation and all related claims.

Under the proposed Settlement Agreement and Mutual Release, Washington City will pay Reagan Outdoor Advertising \$50,000. Following payment, the parties will dismiss the lawsuit with prejudice, and each party will otherwise bear its own attorneys' fees and costs. The agreement also provides for broad mutual releases of claims related to the billboards, the 2016 Lease, their removal or potential relocation, and the underlying litigation, providing a final resolution of the dispute and avoiding the continued expense, uncertainty, and delay associated with further litigation.

Fiscal Impact: \$50,000.00

Impacted Fund: General Fund.

SETTLEMENT AGREEMENT & MUTUAL RELEASE

This SETTLEMENT AGREEMENT & MUTUAL RELEASE ("Agreement") is entered into and made effective as of August __, 2026 ("Effective Date"), by and between Washington City, Utah, a political subdivision of the State of Utah ("City"), R.O.A. General, LLC, a Delaware limited liability company, successor by conversion to and formerly known as R.O.A. General, Inc., a Utah corporation, doing business as Reagan Outdoor Advertising ("Reagan"), Telegraph Properties, LLC, a Utah limited liability company ("T. Properties LLC"), and 1 Stop Super Wash, LLC, a Utah limited liability company ("1 Stop LLC", and collectively T. Properties LLC, the "Landlord Parties"). The City, Reagan and the Landlord Parties may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. WHEREAS, the City commenced that certain action styled *Washington City, Utah v. R.O.A. General, Inc., et al.*, Fifth Judicial District Court, Washington County, State of Utah, Case No. 230500865 (the "Action"), asserting claims for declaratory relief and eminent domain arising out of a dispute concerning two (2) outdoor advertising billboards formerly maintained by Reagan and/or its predecessor in interest on City-owned property (the "Billboards") pursuant to that certain Outdoor Advertising Lease dated April 1, 2016 (the "2016 Lease"), together with all supporting structures, connections, supports, appurtenances, and any associated rights, including the alleged right of Reagan to relocate the Billboards within Washington City;

B. WHEREAS, in response to the Action, Reagan and the Landlord Parties asserted affirmative defenses, and filed a Counterclaim seeking declaratory and other relief arising out of the same underlying dispute;

C. WHEREAS, after engaging in arm's-length settlement discussions and considering various options for resolving the disputes giving rise to the Action, the Parties have reached a mutually agreeable resolution and desire to memorialize their agreement in writing as a full, final, and enforceable settlement of the Action and all claims, counterclaims, defenses, and disputes arising out of or relating to the Billboards and the matters that are the subject of the Action, thereby avoiding the time, expense, inconvenience, and uncertainty of further litigation;

NOW THEREFORE, in consideration of the covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are true and correct to the best of the Parties' knowledge and are hereby incorporated into and made a part of this Agreement as if fully set forth herein. The Recitals shall be binding upon the Parties in any and all forums and shall be used to assist in interpreting the intent and purpose of this Agreement.

2. Settlement. The Parties hereby agree to fully and finally compromise, settle, and resolve the Action and all claims, counterclaims, defenses, causes of action, demands, obligations, liabilities, damages, costs, expenses, and attorneys' fees of every kind and nature, whether known or unknown, asserted or unasserted, accrued or unaccrued, arising out of or relating to the Billboards, Reagan's requests for relocation of the Billboards, the alleged relocation rights associated with the Billboards, the removal of the Billboards from the City's property, the 2016 Lease, or the facts, transactions, occurrences, and matters that are or could have been asserted in the Action, upon the terms and conditions set forth in this Agreement.

3. Settlement Payment.

a) In consideration of the mutual promises, covenants, and releases contained in this Agreement, the City shall pay to Reagan the total sum of Fifty Thousand Dollars (\$50,000.00) (the "Settlement Payment"). The Settlement Payment shall be made within fourteen (14) calendar days after the Effective Date by check or wire transfer, as directed in writing by Reagan.

b) The Landlord Parties hereby acknowledge and agree that the Settlement Payment shall be paid solely to Reagan as reimbursement for a portion of Reagan's attorneys' fees and litigation expenses incurred in connection with the Action. The Landlord Parties further acknowledge and agree that they have no right, title, or interest in the Settlement Payment and hereby irrevocably waive any claim to, or right to receive, any portion of the Settlement Payment.

4. Dismissal of Action. Within seven (7) business days after the City tenders the Settlement Payment to Reagan, the Parties shall execute and file a stipulation dismissing the Action with prejudice, with each Party to bear its own attorneys' fees and costs.

5. Mutual Release of Claims. In consideration of the covenants, promises, and mutual benefits set forth in this Agreement, and except for the duties and obligations expressly created by this Agreement, the Parties, on behalf of themselves and their respective past and present and future parents, subsidiaries, affiliates, members, managers, officers, directors, shareholders, partners, employees, agents, representatives, attorneys, insurers, predecessors, successors, assigns, heirs, executors, administrators, and all persons or entities claiming by, through, or under them, hereby irrevocably and forever release, acquit, and discharge one another, and each of their respective past and present parents, subsidiaries, affiliates, members, managers, officers, directors, shareholders, partners, employees, agents, representatives, attorneys, insurers, predecessors, successors, assigns, heirs, executors, administrators, and all persons or entities claiming by, through, or under them, from and against any and all claims, demands, causes of action, liabilities, obligations, damages, losses, costs, expenses, attorneys' fees, controversies, and suits of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, accrued or unaccrued, at law or in equity, that arise out of or relate in any way to: (a) the Billboards; (b) the 2016 Lease; (c) any alleged breach of the 2016 Lease; (d); Reagan's occupancy, use, maintenance and care of the City's property subject to the 2016 Lease; (e) Reagan's removal of the Billboards and the structures, supports, parts and components thereof from the property of the City; (f) any remaining components of the Billboards on the City's property and any costs or expenses relating to the removal of such

components; (g) any other lease, license, easement, option, right of first refusal, notice of claim of interest, or other agreement or claimed property interest relating to the Billboards or the properties owned by the Landlord Parties; (h) the relocation of the Billboards to the Landlord Properties; (i) any alleged right to relocate the Billboards to the Landlord Properties or to any other location within the municipal boundaries of the City; (j) the facts, transactions, occurrences, and events giving rise to the Action; (k) the claims, counterclaims, defenses, and allegations asserted or that could have been asserted in the Action; and (l) any damages or other relief arising therefrom existing on or before the Effective Date (collectively, the "Released Claims").

6. Non-Admission of Liability. This Agreement is the result of a compromise and settlement of disputed claims and shall not be construed as an admission of liability, wrongdoing, or responsibility by either Party. Each Party expressly denies any and all liability for the matters released herein and enters into this Agreement solely to avoid the expense, uncertainty, and inconvenience of further dispute or litigation. Nothing in this Agreement shall be deemed or construed as an admission by either Party. Each Party acknowledges that this Agreement is entered into as a practical resolution of disputed matters and not as a recognition of any legal or factual contention made by the other.

7. Representations and Warranties. The Parties each specifically and expressly warrant and represent to and for the benefit of one another as follows:

a. Each Party, and each person signing on behalf of any entity or trust, represents and warrants that the individual executing this Agreement has full authority to execute this Agreement on behalf of such Party and to bind such Party to its terms;

b. Each Party has made such investigation of the facts and circumstances pertaining to this Agreement as it deems necessary, and each Party has full authority and capacity to enter into and perform the terms, covenants, and conditions set forth in this Agreement;

c. Each Party represents that it has not assigned, transferred, pledged, or otherwise conveyed any of its claims, rights, or defenses relating to the Released Claims;

d. The release of the Released Claims shall not be construed to release or discharge any Party from any duty or obligation expressly set forth in this Agreement nor any duty or obligations that arise after entering into this Agreement;

e. Each Party acknowledges that they are not relying on any statement, representation, or promise made by any other Party, or by any of their agents or representatives, except as expressly stated in this Agreement. Each Party further represents that they have read and fully understand this Agreement, that they execute it freely and voluntarily with full knowledge of its legal consequences, and that they do so after consulting with competent legal counsel or after having had the opportunity to do so;

f. EACH PARTY HAS HAD ITS OWN LEGAL COUNSEL REVIEW THIS AGREEMENT PRIOR TO EXECUTION OF THE SAME, OR, ALTERNATIVELY, HAS HAD FULL AND FAIR OPPORTUNITY FOR LEGAL COUNSEL TO REVIEW THE AGREEMENT AND HAS AFFIRMATIVELY CHOSEN INSTEAD TO WAIVE SUCH RIGHT, AS EVIDENCED BY THIS REPRESENTATION AND THE SIGNATURE OF SUCH PARTY BELOW ON THIS AGREEMENT;

g. Upon execution, this Agreement constitutes a valid, binding, and enforceable obligation of each Party in accordance with its terms;

h. Each Party represents that it has obtained all consents, approvals, or authorizations necessary to enter into and perform this Agreement;

i. Each Party shall indemnify and hold the other Parties harmless from and against any losses, liabilities, damages, costs, and reasonable attorneys' fees arising out of that Party's breach of any representation or warranty contained in this Section.

8. Costs, Expenses, and Attorney Fees. Each Party shall bear their own costs, expenses, and attorneys' fees incurred in connection with the negotiation, preparation, and execution of this Agreement, and with the performance of the covenants and obligations set forth herein. Provided, however, that in the event of any dispute, claim, or proceeding arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable attorneys' fees, costs, and expenses incurred in connection therewith, in addition to any other relief or remedy available at law or in equity.

9. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns. Nothing herein, express or implied, shall confer any legal or equitable right, benefit, or remedy upon any other person or entity.

10. Amendment. The Parties agree that this Agreement may not be modified, altered, amended, or otherwise changed except upon written consent by each of the Parties hereto first obtained.

11. Severability. If any term, provision, covenant, or condition of this Agreement is held to be invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired, or invalidated in any way. The Parties agree that any such invalid or unenforceable provision shall be modified or reformed by the court to the minimum extent necessary to render it valid and enforceable while preserving, to the fullest extent possible, the Parties' original intent.

12. Integration. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings, whether oral or written, including any prior settlement proposals or communications between the Parties.

13. Choice of Law and Forum Selection. This Agreement shall be interpreted and enforced according to the laws of the State of Utah. Any litigation introduced to enforce this Agreement shall be initiated in the 5th District Court in and for Washington County, State of Utah.

14. Computation of Time. If the last day for any performance required hereunder falls on a Saturday, Sunday, or holiday recognized by the State of Utah, the date required for performance shall be the next regular business day that is not a Saturday, Sunday, or holiday.

15. Cooperation. Each Party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as any Party may reasonably request or as may be reasonably necessary or appropriate to effectuate, consummate, or perform any of the terms, provisions, or conditions of this Agreement.

16. Captions; Drafting. The captions contained in the Sections and paragraphs of this Agreement are for convenience only and do not limit, expand, or modify the terms or provisions of this Agreement. This Agreement shall be interpreted and construed as if equally drafted and prepared by all Parties.

17. Construction. The Parties agree that this Agreement was fully negotiated, the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and this Agreement shall not be interpreted against any Party as the drafter of this Agreement.

18. Successors and Assigns. This Agreement shall be binding upon the Parties and their respective heirs, successors and assigns.

19. Counterpart & Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission, by e-mail delivery of a ".pdf" format data file, or via electronic signature application such as DocuSign, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile, ".pdf" or electronic signature page were an original thereof.

IN WITNESS WHEREOF, the provisions of this Agreement have been read, understood and herewith accepted, and the Parties hereto have duly executed this Agreement as of the day and year first stated above.

CITY:

WASHINGTON CITY, UTAH,
a Utah municipal corporation

By: _____
Kress Staheli, Mayor

REAGAN:

R.O.A. GENERAL, LLC,
a Delaware limited liability company

By: REAGAN HOLDING COMPANY,
INC.,

Attest:

Manager

Tara Pentz, Recorder

By:_____
Dewey Reagan, President

LANDLORD PARTIES:

TELEGRAPH PROPERTIES, LLC,
a Utah limited liability company

By:_____
Stephen L. Beecher, Manager

1 STOP SUPER WASH, LLC,
a Utah limited liability company

By:_____
Brian Lewis, Member

RESOLUTION NO. R2026-XX

A RESOLUTION OF THE WASHINGTON CITY COUNCIL APPROVING A SETTLEMENT AGREEMENT AND MUTUAL RELEASE BETWEEN WASHINGTON CITY, R.O.A. GENERAL, LLC DBA REAGAN OUTDOOR ADVERTISING, TELEGRAPH PROPERTIES, LLC, AND 1 STOP SUPER WASH, LLC

WHEREAS, Washington City commenced litigation entitled *Washington City, Utah v. R.O.A. General, Inc., et al.*, Fifth Judicial District Court, Washington County, State of Utah, Case No. 230500865, concerning disputes relating to outdoor advertising billboards formerly maintained on City-owned property pursuant to an Outdoor Advertising Lease dated April 1, 2016; and

WHEREAS, The Parties have engaged in negotiations and have reached a proposed Settlement Agreement and Mutual Release intended to fully and finally resolve all claims and disputes asserted or that could have been asserted in the litigation; and

WHEREAS, The City Council has reviewed the proposed Settlement Agreement and Mutual Release, has received advice from the City Attorney, and finds that approval of the settlement is in the best interests of Washington City and its residents by avoiding the uncertainty, expense, and delay associated with continued litigation.

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

Section 1. Approval of Settlement.

The City Council hereby approves the Settlement Agreement and Mutual Release between Washington City, R.O.A. General, LLC dba Reagan Outdoor Advertising, Telegraph Properties, LLC, and 1 Stop Super Wash, LLC, in substantially the form presented to the City Council.

Section 2. Authorization.

The Mayor is authorized and directed to execute the Settlement Agreement and Mutual Release, together with any exhibits, releases, stipulations, dismissals, easements, deeds, or other documents that are reasonably necessary to carry out the intent of the Agreement, subject to final review and approval by the City Attorney.

Section 3. Implementation.

The City Attorney, City Manager, City Recorder, and other appropriate City officers and employees are authorized and directed to perform all acts and execute any additional

documents reasonably necessary to implement and carry out the terms and conditions of the Settlement Agreement.

Section 4. Severability.

If any provision of this Resolution is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

PASSED AND APPROVED on this 23rd day of September, 2026.

Washington City

Attest by:

Kress Staheli, Mayor

Tara Pentz, City Recorder

COUNCIL MEMBERS OF WASHINGTON CITY, UTAH:

Troy Belliston	☐ Aye	☐ Nay
Kim Casperson	☐ Aye	☐ Nay
Craig Coats	☐ Aye	☐ Nay
Bret Henderson	☐ Aye	☐ Nay
Kurt Ivie	☐ Aye	☐ Nay

Briefing Document

Description: Agreement and License Governing Discharge Line Installation, Maintenance, and Operation For Purposes of Service to the Perfect Swell Zion Evaporation Pond Within the Alaia Multi-Use Planned Community Development

Presenter: Thad Seegmiller

Submitted By: Thad Seegmiller

Recommendation: Approval

Background Information: Washington City considers Alaia Development Corporation, Desert Lakes LLC, Zion Shores HOA, and the Alaia Master Association application for a non-exclusive license to install, operate, maintain, and repair a privately owned discharge line within the City's public utility easements. This discharge line will deliver waste stream flows from the water treatment process to the Perfect Swell Zion Evaporation Pond, that is a key feature to protect from such waste streams being discharged to City's sewer or storm water systems. The agreement clarifies that the discharge line will remain privately owned and maintained at the sole expense of the developers and their successors, while requiring compliance with all applicable engineering, permitting, environmental, and safety standards. This agreement also protects the City's interests by preserving its ownership and control of the public utility easements, requiring insurance and indemnification, establishing maintenance and restoration obligations, and allowing the City to require relocation or removal of the facilities if necessary for public purposes or in the event of default.

**AGREEMENT AND LICENSE GOVERNING DISCHARGE LINE INSTALLATION,
MAINTENANCE, AND OPERATION WITHIN THE CITY'S PUBLIC UTILITY
EASEMENT FOR PURPOSES OF SERVICE TO THE PERFECT SWELL ZION
EVAPORATION POND WITHIN THE ALAIA MULTI-USE PLANNED COMMUNITY
DEVELOPMENT**

This AGREEMENT AND LICENSE GOVERNING DISCHARGE LINE INSTALLATION, MAINTENANCE, AND OPERATION WITHIN THE CITY'S PUBLIC UTILITY EASEMENT FOR PURPOSES OF SERVICE TO THE PERFECT SWELL ZION EVAPORATION POND WITHIN THE ALAIA MULTI-USE PLANNED COMMUNITY DEVELOPMENT ("**Agreement**") is entered into as of _____, 2026 ("**Effective Date**"), by and between:

WASHINGTON CITY, a Utah municipal corporation, whose address is 111 North 100 East, Washington, Utah 84780 ("**City**"); and

ALAIA DEVELOPMENT CORPORATION, a Utah corporation, whose address is 333 East Main Street #905, Lehi, Utah 84003 ("**Alaia**"); and

DESERT LAKES LLC, a Utah limited liability company, whose address is 12696 Pony Express Road, Draper, Utah 84020 ("**Desert Lakes**"); and

ZION SURF DEVELOPMENT LLC, a Utah limited liability company, successor in interest to some or all of the interest of Desert Lakes, LLC, whose address is 9350 S 150 E STE 500, Sandy, Utah 84070 ("**Zion Surf**"); and

ZION SHORES HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation formed pursuant to the Community Associations Act (Utah Code Ann. § 57-8a-101 et seq.), whose address is 12696 Pony Express Road, Draper, Utah 84020 ("**Zion Shores HOA**"),

Cumulatively, Alaia, Desert Lakes, Zion Surf, and Zion Shores HOA are referred to herein as the "**Licensees**";

and **ALAIA, A MULTI-USE PLANNED COMMUNITY DEVELOPMENT**, previously known as Stucki Farms Master Association, a Utah nonprofit corporation formed pursuant to the Community Associations Act (Utah Code Ann. § 57-8a-101 et seq.), whose address is 11275 N. Normandy Way, Highland, Utah 84003 ("**Alaia Master Association**" or "**Successor Licensee**"). City, Licensees, and Successor Licensee are each individually referred to as a "Party" and collectively as the "Parties."

1. RECITALS

A. Alaia Development Corporation ("Alaia") is the developer of the approximately 567.6-acre Alaia Multi-Use Planned Development Community located in Washington, Utah (the "**Project**"), and serves as the "Declarant" under the Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for Alaia, a Multi-Use Planned Community Development, for the Alaia Master Association (the "**Master Declaration**"), recorded in the Office of the Washington County Recorder as Entry No. 20250015704, on May 7, 2025. Desert Lakes LLC ("Desert Lakes") is the purchaser, pursuant to a Purchase and Sale Agreement dated June 25, 2024, of certain real property within the Project comprising

a surfing and aquatic recreation facility consisting of one (1) surf pool and one (1) amenity lagoon located within the Project's Zions Shores neighborhood (collectively, the "**Water Park**"). Zion Surf is the successor in interest to some or all of the interest of Desert Lakes. Desert Lakes is also the Declarant under a Subdeclaration of Covenants, Conditions and Restrictions for Zions Shores, a Planned Community Resort located in Village 27 of the Project, recorded in the Office of the Washington County Recorder as Entry No. 20260009453, on March 12, 2026, for the benefit of Zion Shores HOA.

B. City, Alaia, Desert Lakes, Zion Surf, Zion Shores HOA, and Alaia Master Association are parties to that certain AGREEMENT AND PERPETUAL LICENSE GOVERNING WATER LINE INSTALLATION, MAINTENANCE, AND OPERATION WITHIN THE CITY'S PUBLIC UTILITY EASEMENT FOR PURPOSES OF SERVICE TO THE LAKES LOCATED WITHIN THE ALAIA MULTI-USE PLANNED COMMUNITY DEVELOPMENT, dated as of July 8th, 2026 (the "**Well Line Agreement**"), which grants Licensees a license to install, operate, and maintain the Looped Well Alignment System Facilities and further describes certain Water Infrastructure Improvements that Desert Lakes and its successors, including Zion Surf, are obligated to design, construct, and maintain in support of the Water Park and the Looped Well Alignment System Facilities including a settling or evaporation pond. This Agreement is a separate and independent agreement from the Well Line Agreement, entered into to specifically govern the structures described in Recital C below. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to them in the Well Line Agreement.

C. In furtherance of the obligations described in Recital B, Zion Surf, as successor in interest to Desert Lakes, has designed and proposes to construct an evaporation pond referred to in the Well Line Agreement and including the evaporation pond, a reconfigured storm basin, and a discharge pipeline and (collectively referred to as the "**Discharge Line**").

D. Attached to this Agreement and incorporated herein as Exhibit A ("**Exhibit A**") is a map entitled "Private Discharge Line," depicting the proposed location of each element of the Discharge Line.

E. Portions of the Discharge Line and the alignment connecting its elements cross one or more public roads and are located within the City's public utility easement (the "**Public Utility Easement**"), consistent with the location and alignment approach set forth in detailed engineering plans and specifications for the Discharge Line, prepared and stamped by a professional engineer licensed in the State of Utah, and the City's Public Works Department has reviewed and approved such plans and specifications in writing in accordance with Section 4.1 of this Agreement.

F. One or more elements of the Discharge Line are or will be situated on real property owned by Zion Shores HOA or Alaia Master Association, and Zion Shores HOA and Alaia Master Association are each willing to grant, as a matter of course, the easement rights described in Section 3 below.

G. Licensees are in the process of obtaining a permit from the Utah Division of Water Quality, or its successor agency, authorizing the Evaporation Pond as an evaporation and water treatment facility (the "**Pond Permit**"), which remains under review by the State of Utah and has not yet been finalized as of the Effective Date, but which pendency shall not restrict Licensee from all other easement installation work while the permit is pending.

H. City and Licensees now desire to enter into this Agreement to define and describe the terms pertaining to the City's willingness to grant a license for installation and operation of the Discharge Line within the Public Utility Easement, including the terms upon which Licensees may proceed with installation and easement matters while the Pond Permit remains in process.

2. GRANT OF LICENSE

2.1 Incorporation of Recitals. The Recitals above are fully incorporated as terms of this Agreement by reference.

2.2 License. City hereby grants to Licensees a non-exclusive, continuing, and revocable license to survey, construct, install, operate, use, maintain, repair, replace, and remove the Discharge Line within the locations identified on Exhibit A, subject to the terms and conditions of this Agreement (the "**License**"). The License shall commence on the Effective Date and shall remain in full force and effect unless and until revoked or terminated in accordance with this Agreement. The City may terminate the License only upon: (i) a material breach by Licensees of a material term of this Agreement that remains uncured following not less than fifteen (15) calendar days' prior written notice from the City specifying the nature of the breach in reasonable detail; or (ii) a demonstrated and legitimate public necessity requiring use of the Public Utility Easement in a manner materially inconsistent with the continued operation of the Discharge Line, in which event the City shall provide Licensees with not less than one hundred eighty (180) days' prior written notice and shall cooperate in good faith with Licensees to identify a reasonably equivalent alternative alignment or accommodation still within the Public Utility Easement corridor.

2.3 No Property Interest. This Agreement constitutes a license only and does not grant, convey, or create any ownership interest, easement, right-of-way, leasehold interest, prescriptive right, or any other real property right or interest in or to the Public Utility Easement or any portion thereof. Licensees acknowledge and agree that the City retains full ownership and control of the Public Utility Easement, and that nothing in this Agreement shall be construed to limit, impair, encumber, or cloud the City's title to or interest in the Public Utility Easement. The license granted herein is personal to Licensees and their successors and assigns and is revocable and terminable solely as expressly provided in Sections 2, 10, and 11. No use of the Public Utility Easement by Licensees, however long continued, shall create or be deemed to create any vested right, prescriptive easement, implied easement, or other property interest of any nature whatsoever. Licensees shall not record this Agreement, any memorandum thereof, or any notice of license against the title to any City property without the prior written consent of the City, and any such unauthorized recording shall be null and void and shall constitute an Event of Default under Section 10. The Discharge Line shall not be deemed to constitute any part of the City's culinary or secondary water system, and nothing in this Agreement authorizes any connection between the Discharge Line and the City's culinary or secondary water system.

2.4 Alaia Assurance. Alaia shall be jointly and severally liable along with Desert Lakes and Zion Surf for the installation, maintenance, repair, and operation of the Discharge Line from and after the Effective Date, and continuing until such time as Alaia has substantially developed the Project and is no longer within the Declarant Control Period or has relinquished its voting rights as provided in the Master Declaration, at which time Alaia's right to enforce the terms of this Agreement against Desert Lakes and Zion Surf shall transfer to the Alaia Master Association. At that point, Alaia shall cease to be deemed a

Licensee or otherwise liable for obligations under this Agreement. Desert Lakes, Zion Surf, and their respective successors and assigns, as well as Zion Shores HOA, shall remain as Licensees and correspondingly remain jointly and severally liable for the respective obligations under this Agreement, which rights, obligations, and liability shall also extend to Alaia Master Association to the extent required under the terms of the Master Declaration or any sub-declaration overlay with Zion Shores HOA or any other sub-association within the Project.

2.5 Subordination. The Discharge Line and all rights granted to Licensees under this Agreement are and shall at all times remain subordinate and inferior to the City's use of the Public Utility Easement for any and all public purposes, including without limitation the construction, installation, operation, maintenance, repair, replacement, and expansion of public utilities, roads, drainage infrastructure, and other municipal improvements. In the event the City requires the relocation, adjustment, or temporary suspension of any portion of the Discharge Line in connection with a public purpose use of the Public Utility Easement, the City shall provide Licensees with reasonable advance written notice (not less than ninety (90) days, except in the case of emergency), and Licensees shall promptly undertake such relocation, adjustment, or suspension at their sole cost and expense. The City shall cooperate in good faith with Licensees to identify a reasonably practicable alternative alignment or accommodation where feasible. Nothing in this Section shall be construed to limit the City's rights under Section 2.2(ii).

2.6 State Pond Permit Contingency. The License granted under Section 2.2 with respect to the evaporation pond and the discharge pipeline, and the easement rights granted under Section 3 below, are contingent upon Licensees obtaining the Pond Permit. Licensees shall provide the City with a copy of the Pond Permit promptly upon issuance. Notwithstanding the foregoing, and notwithstanding that the Pond Permit remains under review by the State of Utah and has not yet been finalized, Licensees shall be permitted to proceed with construction, installation, and other easement-related matters under this Agreement — including site work, pipeline and pond construction, and the exercise of easement rights granted under Section 3 — while the Pond Permit remains in process, provided that no discharge of water into the evaporation pond, or reconfigured storm basin as a consequence of the Discharge Line shall be allowed, and further, no operational use of the Discharge Line, shall commence until the Pond Permit has been issued in final form. If the Pond Permit for some reason is denied or is issued subject to conditions that materially alter the design, capacity, or operation of the evaporation pond as depicted on Exhibit A, the Parties shall meet and confer in good faith regarding necessary modifications to this Agreement or Exhibit A, and the City's approval of construction plans under Section 4.1 shall be conditioned on the Pond Permit's terms as so modified.

3. ZION SHORES HOA AND ALAIA MASTER ASSOCIATION EASEMENT GRANT

3.1 Grant of Easement Rights. Zion Shores HOA and Alaia Master Association, as owners of certain real property on which one or more elements of the Discharge Line are or may be situated, each hereby grants to Licensees, as a matter of course and without requirement of additional consideration, such non-exclusive easement rights over, under, and across its respective property as are reasonably necessary for the survey, construction, installation, operation, use, maintenance, repair, replacement, and removal of the Discharge Line, consistent with and subject to the same terms and conditions of the License.

3.2 Further Instruments; No Recording Against City Property. Zion Shores HOA and Alaia Master Association shall each execute such further instruments as may reasonably be requested by City or the

other Licensees to evidence the easement rights granted under Section 3.1, provided that, consistent with Section 2.3, no such instrument shall be recorded against the title to any City property without the City's prior written consent.

3.3 No Property Interest Against City. Nothing in Section 3 shall be construed to grant, convey, or create any ownership interest, easement, right-of-way, or other real property right or interest in or to the Public Utility Easement or any other City property, or otherwise to expand the License beyond what is expressly granted under Section 2.2.

4. DESIGN AND CONSTRUCTION

4.1 Plans and Approval. Prior to commencing any construction, Licensees shall submit detailed construction plans and specifications, prepared and stamped by a professional engineer licensed in the State of Utah, to the City for review and written approval before any work within the locations identified on Exhibit A. Once approved by City, Licensees shall be entitled to rely on such approved plans in carrying out construction of the Discharge Line.

4.2 Construction Standards. All construction, installation, repair, and maintenance of the Discharge Line shall be performed in a good and workmanlike manner and shall comply with the City's construction design standards and details, as well as all applicable federal, state, and local codes, ordinances, rules, and regulations. City may require standards adjustments to avoid conflicts with existing or planned utilities within the same or similar spaces.

4.3 Permits. Prior to commencing construction, Licensees shall obtain, at their sole cost and expense, all required permits, including without limitation encroachment permits, excavation permits, right-of-way permits, and any other governmental approvals necessary for the installation and operation of the Discharge Line within the Public Utility Easement.

4.4 Construction Responsibility. Licensees shall construct the Discharge Line at their sole cost and expense and shall be solely responsible for the supervision, coordination, and management of all construction activities, including the selection and oversight of all contractors, subcontractors, and engineers. All work shall be performed by contractors duly licensed in the State of Utah and maintaining insurance coverages consistent with those required of Licensees under Section 8 of this Agreement and the City Code.

Licensees shall provide the City with at least ten (10) business days' prior written notice before commencing any construction within the locations identified on Exhibit A and shall keep the City fully informed of the progress of construction. Licensees shall conduct all work in a manner that minimizes disruption to the public, adjacent property owners, and existing utilities or infrastructure within or adjacent to such locations.

Because Licensees will perform work within City-owned places and facilities, Licensees shall: (i) for any road crossings of the Discharge Line, notify and submit to City for detailed plan review prior to installation and on-site inspection prior to completion; (ii) for all other elements of construction, employ third-party consultant services to inspect and certify to City in writing, of inspections performed and certification of completion in accordance with approved plans and applicable specifications; and (iii) submit to City all records of compaction testing and geotechnical testing.

Licensees shall be responsible for the cost of any damage caused to existing City infrastructure, utilities, roads, or other improvements within or adjacent to the Public Utility Easement arising from construction activities and shall promptly repair or reimburse the City for such damage. Upon completion of construction, Licensees shall provide the City with as-built drawings prepared and stamped by a licensed professional engineer reflecting the final installed location and configuration of the Discharge Line. In the event of post-construction damage caused by the Discharge Line, City shall have sole discretion to determine the extent of repair and standard of work required of Licensees to remedy the damage.

4.5 Traffic Control and Restoration.

4.5.1 Traffic Control. During all phases of construction, installation, maintenance, repair, or removal of the Discharge Line within the Public Utility Easement, Licensees shall implement and maintain traffic control measures in strict compliance with the MUTCD, as adopted and amended by the Utah Department of Transportation, and any additional City requirements. Licensees shall prepare and submit a traffic control plan to the City for review and approval prior to commencing any work affecting vehicular or pedestrian traffic. Licensees shall ensure access to adjacent properties, emergency services, and public roads is maintained at all times during construction and shall obtain the applicable encroachment permit as timing requires.

4.5.2 Coordination with City. Any work within the Public Utility Easement shall be submitted for, and comply with, the City's encroachment permit process.

4.5.3 Restoration of Public Utility Easement. Upon completion of any construction, maintenance, repair, or removal activities, Licensees shall promptly restore the Public Utility Easement, including all roadways, curbs, gutters, sidewalks, landscaping, drainage facilities, and other disturbed improvements, to a condition equal to or better than existed prior to such work, and in full conformance with the City's construction design standards and details, including: (a) re-compaction of backfill material per City-approved geotechnical standards; (b) replacement of asphalt or concrete pavement to the full depth and width of the original section, or such greater extent as the City requires; (c) re-establishment of disturbed landscaping, irrigation, and ground cover; (d) restoration of drainage patterns and facilities; (e) removal and lawful disposal of construction debris; and (f) full notice and knowledge to City and oversight by City, including rights of inspection, permitting, and material testing.

4.5.4 Warranty of Restoration. Licensees shall warrant all restoration work for one (1) year from completion. If any restored area settles, deteriorates, or otherwise fails to maintain the required condition within the warranty period, Licensees shall promptly perform all necessary remedial work at their sole cost and expense upon written notice from the City. If Licensees fail to perform such remedial work within thirty (30) days of written notice (or a shorter period in an emergency or public safety concern), the City may perform or cause such work to be performed and recover all reasonable costs and expenses from Licensees.

4.5.5 City Inspection. The City shall have the right, but not the obligation, to inspect all construction, maintenance, or restoration work. Such inspection assumes no responsibility for the adequacy or safety of the Discharge Line, nor relieves Licensees of any obligations under this Section. The City's issuance of any permit or approval shall not constitute acceptance of any restoration work.

5. TESTING

5.1 Pre-Operational Testing. Prior to placing any portion of the Discharge Line into service, Licensees shall conduct all testing required by the City for non-potable water systems, performed by or under the supervision of a professional engineer licensed in the State of Utah, including: (a) pressure testing of all pipelines and appurtenances in accordance with applicable AWWA standards and the City's construction standards; (b) leakage testing to confirm leakage does not exceed applicable AWWA and City limits; and (c) system flushing prior to placing the Discharge Line into service, with lawful disposal of all flushing water.

5.2 Documentation and Reporting. Licensees shall provide the City with written reports documenting all required testing results within ten (10) business days of completion, prepared and certified by a licensed professional engineer. No portion of the Discharge Line shall be placed into service until the City has reviewed and acknowledged receipt of all required test reports and confirmed in writing that the results are satisfactory.

5.3 Ongoing and Periodic Testing. Following initial operation, Licensees shall conduct such periodic testing, inspection, and maintenance as required by applicable law or the City's standards for non-potable water systems and shall maintain records available to the City upon request.

5.4 City's Right to Witness Testing. The City shall have the right to have a representative present to witness any testing under this Section, upon no less than five (5) business days' prior written notice from Licensees.

6. COMPLIANCE FOR NON-POTABLE WATER SYSTEMS

6.1 General Compliance. Licensees shall, at all times and at their sole cost and expense, comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations governing the installation, operation, maintenance, and repair of non-potable water systems, including the Utah Code, the Utah Administrative Code, and applicable City Code provisions.

6.2 Water System Regulations. Licensees shall comply with all requirements of the Utah Department of Environmental Quality applicable to non-potable water systems, including: (a) cross-connection control consistent with Utah Admin. Code R309-105 and applicable City Code, with no physical connection permitted between the Discharge Line and any culinary or potable water source; (b) pipe identification and color-coding (purple, or as City Public Works otherwise requires) in accordance with applicable AWWA standards and Utah Admin. Code R317-1; (c) signage at all points of access, connection, and public interface identifying non-potable water not suitable for drinking, cooking, or other potable uses; (d) water quality sufficient to avoid a public health hazard, compliance with the Utah Water Quality Act (Utah Code Ann. § 19-5-101 et seq.), and prevention of nuisance conditions in the evaporation pond, including odor, algae blooms, stagnation, and insect attraction, as determined by City; (e) metering and reporting as required by the Pond Permit or applicable City ordinance; and (f) registration of the Discharge Line with the Blue Stakes of Utah notification system (Utah Code Ann. § 54-8a-1 et seq.) and compliance with all requirements thereof.

6.3 Regulatory Changes. Licensees shall continuously monitor applicable laws and regulations and shall promptly modify, upgrade, or replace the Discharge Line as necessary to maintain compliance with

changes in applicable law, and shall notify the City in writing within thirty (30) days of becoming aware of any material change in law affecting the Discharge Line.

6.4 Cooperation with Regulatory Authorities. Licensees shall cooperate fully with any inspection, audit, or investigation conducted by any regulatory authority with jurisdiction over the Discharge Line, and shall promptly notify the City in writing of any regulatory inquiry, notice of violation, compliance order, or enforcement action relating to the Discharge Line within five (5) business days of receipt.

6.5 No Assumption of Regulatory Obligations by City. Nothing in this Agreement imposes upon the City any obligation to obtain, maintain, or comply with any regulatory permit, approval, or requirement applicable to the Discharge Line. All such obligations remain exclusively with Licensees.

6.6 All Other Permitting and Approval. Licensees shall apply for, obtain, and maintain current all other local, state, and federal permits that may apply to the Discharge Line, including without limitation the Pond Permit described in Section 2.6.

7. OWNERSHIP AND OPERATION INTO THE FUTURE

7.1 Private Ownership. The Discharge Line shall at all times remain the sole and exclusive private property of Licensees and their respective permitted successors and assigns. Nothing in this Agreement transfers, conveys, or vests any ownership interest in the Discharge Line to the City.

7.2 No City Obligation. The City shall have no obligation whatsoever to operate, maintain, inspect, repair, replace, or fund the Discharge Line at any time. All costs and responsibilities remain exclusively with Licensees.

7.3 Maintenance Standard; Identification. Licensees shall always maintain the Discharge Line in good working order and in a safe condition, consistent with applicable industry standards and law, and shall ensure the Discharge Line is at all times clearly identified as non-potable infrastructure, including purple pipe color-coding under Utah Admin. Code R317-1 and applicable AWWA standards, with signage sufficient to distinguish it from potable water infrastructure.

7.4 Transition of Maintenance and Repair Obligations. Consistent with the Master Declaration, the following transition of obligations shall occur upon the conclusion of the Declarant Control Period:

(a) During Declarant Control Period. Maintenance and repair obligations for the Discharge Line under this Agreement shall remain with Alaia, as Declarant, jointly and severally with Desert Lakes, Zion Surf, and Zion Shores HOA as provided in Section 2.4, until the Declarant Control Period expires and Declarant's rights and responsibilities under the Master Declaration have been formally transferred to Alaia Master Association.

(b) Upon expiration of the Declarant Control Period and formal transfer of Declarant responsibilities to Alaia Master Association: (i) Alaia shall be released from joint and several liability under this Agreement for obligations arising after the effective date of such transfer; (ii) Alaia's right to enforce this Agreement against Desert Lakes, Zion Surf, and their successors and assigns, and Zion Shores HOA, shall transfer to and vest in Alaia Master Association; and (iii) together with Alaia Master

Association, Desert Lakes, Zion Surf, and their successors and assigns shall become and remain jointly and severally liable as Licensees for all obligations under this Agreement.

(c) If Licensees and their successors and assigns fail to uphold their rights and obligations under this Agreement, City may terminate this Agreement and fix, repair, and assess Licensees and any successors in interest for all costs, expenses, materials, and labor incurred by City.

8. INSURANCE AND INDEMNIFICATION

8.1 Insurance. Each Licensee shall, at its sole cost and expense, procure and maintain in full force and effect throughout the term of this Agreement: Commercial General Liability Insurance with limits of not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate, covering bodily injury, property damage, personal injury, and advertising injury arising out of or related to the Discharge Line, the Public Utility Easement, or operations under this Agreement; Workers' Compensation Insurance as required by Utah law and Employer's Liability Insurance of not less than \$1,000,000 per occurrence; Commercial Automobile Liability Insurance covering owned, non-owned, and hired vehicles with combined single limits of not less than \$1,000,000 per occurrence; and Umbrella/Excess Liability Insurance on a follow-form basis with limits of not less than \$5,000,000 per occurrence and in the aggregate, with insurers licensed in Utah and rated no less than A-VII by A.M. Best.

8.2 Additional Insured. The City shall be named as an additional insured on all Commercial General Liability and Automobile Liability policies. All policies shall provide the City at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) of cancellation, material modification, or non-renewal. Licensees shall provide certificates of insurance and endorsements prior to commencing any work within the Public Utility Easement, and updated certificates upon each renewal. Maintenance of insurance does not limit or satisfy Licensees' indemnification obligations.

8.3 Indemnification. Each Licensee shall, to the fullest extent permitted by applicable law, defend, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, agents, and representatives (the "**City Indemnitees**") from and against any and all claims, demands, actions, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to: (a) the design, construction, installation, operation, maintenance, repair, replacement, or removal of the Discharge Line by Licensees or their contractors, subcontractors, or agents; (b) any breach by Licensees of any representation, covenant, or obligation under this Agreement; (c) any negligent act or omission or willful misconduct of Licensees, their contractors, subcontractors, employees, or agents in connection with the Discharge Line or activities within the Public Utility Easement; or (d) any violation by Licensees of applicable law, regulation, or permit conditions related to the Discharge Line. Licensees shall have no obligation to indemnify the City Indemnitees for claims arising solely from the negligence or willful misconduct of the City or any City Indemnitee, and in cases of concurrent or comparative fault, each party's liability shall be proportionate to its degree of fault. The City shall promptly notify Licensees in writing of any claim for which indemnification may be sought, shall reasonably cooperate in the defense thereof, and shall not settle any such claim without the prior written consent of the indemnifying Licensee, not to be unreasonably withheld or delayed.

9. LIMITATION OF LIABILITY

9.1 Licensees' Limitation of Liability. In no event shall any Licensee be liable to the City for any unrelated, exemplary, or punitive damages of any kind, including loss of revenue, profits, business opportunity, or data, arising out of or related to this Agreement, the Discharge Line, or the Public Utility Easement, even if advised of the possibility of such damages. The Parties acknowledge that installation of the Discharge Line in, upon, and across public roadways and the Public Utility Easement may give rise to indirect, incidental, and consequential damages, which are not included in this limitation. The foregoing limitations do not apply to: (i) indemnification obligations under Section 8.3 with respect to third-party claims; (ii) damages arising from a Licensee's gross negligence or willful misconduct; or (iii) restoration obligations under Section 4.5.

9.2 City's Governmental Immunity. The City's liability under this Agreement, if any, is subject to and limited by the Utah Governmental Immunity Act, Utah Code Ann. § 63G-7-101 et seq., as amended, and any recovery against the City is limited to the caps and conditions set forth therein. The City shall not be liable to any Licensee for indirect, consequential, punitive, or exemplary damages of any kind.

9.3 Allocation of Risk; Mitigation. The limitations in this Section reflect a reasonable allocation of risk and are an essential element of the bargain between the Parties. Each Party shall take commercially reasonable steps to mitigate any damages it suffers or incurs in connection with this Agreement.

9.4 Survival. The provisions of this Section survive expiration or termination of this Agreement.

9.5 Special Damages. Nothing in this Section 9 limits Licensees' liability and responsibility for damages resulting from Licensees' plans, installations, systems, and operations contemplated herein, including without limitation: (a) damage or destruction of public infrastructure; (b) environmental contamination; (c) regulatory violations; or (d) failure to remove or remediate the Discharge Line.

10. DEFAULT

10.1 Events of Default. Each of the following shall constitute an "Event of Default" by Licensees under this Agreement: (a) Breach of Covenant — a material breach of any covenant, obligation, representation, or warranty that remains uncured thirty (30) days after written notice (or, if not reasonably curable within thirty (30) days, so long as cure is commenced within such period and diligently prosecuted to completion within ninety (90) days); provided that a breach causing an emergency or impacting public use of roadways, sidewalks, or other public utilities must be cured immediately, and failure to cure (or be substantially engaged in curing) within ten (10) days of emergency notice from the City constitutes an Event of Default; (b) Regulatory Non-Compliance — failure to maintain any required permit, license, water right, or regulatory approval, or a final non-appealable order requiring suspension or cessation of operation, not remedied within forty-five (45) days after written notice; (c) Abandonment — abandonment or cessation of operation and maintenance of the Discharge Line for a continuous period of one hundred eighty (180) days without the City's prior written consent, except where caused by Force Majeure; (d) Insolvency of any Licensee; (e) Insurance Lapse not restored within ten (10) days after written notice; (f) Unauthorized Transfer in violation of Section 12; or (g) Safety Hazard — the Discharge Line poses an imminent and material threat to public health, safety, or welfare and Licensees fail to take immediate corrective action upon written notice, subject to the City's emergency-action rights under Section 10.3.

10.2 Remedies Upon Default. Upon an uncured Event of Default, the City may exercise any one or more of the following cumulative remedies: (a) revoke the License upon written notice; (b) require removal of the Discharge Line within sixty (60) days, failing which the City may remove or disable it and recover all reasonable costs, including attorneys' fees; (c) recover all reasonable costs, expenses, and damages arising from the Event of Default, including regulatory fines assessed against the City and attorneys' fees and court costs; (d) seek specific performance or injunctive relief; and (e) exercise any other right or remedy available at law or in equity.

10.3 Emergency Action. If the Discharge Line or any activity of Licensees within the Public Utility Easement poses an imminent and material threat to public health, safety, or the integrity of City infrastructure, the City may, without prior notice, take emergency action reasonably necessary to eliminate or mitigate the threat, including temporarily shutting down, disconnecting, or securing the Discharge Line. The City shall provide written notice as promptly as practicable thereafter, and Licensees shall reimburse the City for all reasonable costs within thirty (30) days of written demand.

10.4 Obligation to Remove Upon Termination. Upon any termination or expiration of this Agreement, Licensees shall, within ninety (90) days, at their sole cost and expense, remove the Discharge Line from the Public Utility Easement and restore it to its pre-installation condition in accordance with Section 4.5. If Licensees fail to timely complete such removal and restoration, the City may perform or cause the same to be performed and recover all reasonable costs and expenses from Licensees.

10.5 No Waiver. The City's failure to exercise, or delay in exercising, any right or remedy upon an Event of Default shall not constitute a waiver of such right or of any subsequent Event of Default. No waiver is effective unless made in writing and signed by an authorized representative of the City.

11. TERM AND TERMINATION

11.1 Term. This Agreement shall commence on the Effective Date and continue in full force and effect unless sooner revoked or terminated in accordance with its express provisions.

11.2 Termination by City. The City may terminate this Agreement as provided in Section 2.2, upon an uncured Event of Default under Section 10, or upon a demonstrated public necessity under Section 2.2(ii), in each case only following the notice and cure periods set forth therein.

11.3 Termination by Licensees. Any Licensee may terminate its participation in this Agreement upon not less than one hundred eighty (180) days' prior written notice to the City and all other Licensees, provided that: (a) it has made adequate arrangements, reasonably acceptable to the City, for continued operation and maintenance of the Discharge Line; and (b) it has complied with all removal and restoration obligations under Section 10.4, to the extent applicable.

11.4 Effect of Termination. Upon termination for any reason, all rights of Licensees to use the Public Utility Easement shall cease, and Licensees shall comply with the removal and restoration obligations under Section 10.4. Provisions that by their nature survive termination — including without limitation Sections 8.3 (Indemnification), 9 (Limitation of Liability), and 10.4 (Obligation to Remove Upon Termination) shall survive indefinitely.

11.5 Abandonment and Obsolescence Plan. If this Agreement is terminated and/or the Discharge Line is abandoned or left in disrepair, out of use, or in a state of obsolescence or safety concern, the City may require Licensees and their successors to repair, remove, remediate, and take all measures to improve and clean up the elements of abandonment and obsolescence. This provision permits the City to institute and maintain any legal process and claim to enforce obligations against Licensees and their successors in interest.

12. ASSIGNMENT

12.1 Assignment by Licensees. No Licensee shall assign, transfer, delegate, sublicense, or otherwise convey any rights or obligations under this Agreement, in whole or in part, without the City's prior written consent, not to be unreasonably withheld, conditioned, or delayed; provided, any Licensee may, upon prior written notice to the City (without requiring consent), assign to: (a) a successor entity resulting from a merger, consolidation, or reorganization, provided the successor assumes in writing all obligations hereunder; (b) an entity acquiring all or substantially all of its assets or ownership interests, provided the acquiring entity assumes in writing all obligations hereunder; or (c) in the case of Alaia, to Alaia Master Association in connection with the transition of Declarant responsibilities contemplated by Section 7.4.

12.2 Assumption Required. No assignment shall be effective until the proposed assignee delivers to the City a written assumption agreement, in form and substance reasonably acceptable to the City, expressly assuming all obligations of the assigning Licensee arising from and after the effective date of the assignment.

12.3 No Release of Assigning Licensee. Except as expressly provided in Section 7.4, no assignment relieves or releases the assigning Licensee from liability or obligations arising prior to the effective date of assignment. Following any permitted assignment, the assigning Licensee and assignee shall be jointly and severally liable for all obligations under this Agreement unless the City, in its sole discretion, expressly agrees in writing to release the assigning Licensee.

12.4 Void Assignments. Any purported assignment in violation of this Section shall be null and void, shall constitute a material breach of this Agreement, and shall be an Event of Default subject to the remedies in Section 10.

12.5 Notification. Any Licensee effecting a permitted assignment shall provide the City with written notice no later than ten (10) business days following the effective date, together with a copy of the fully executed assumption agreement and updated contact and insurance information for the assignee.

13. NOTICE

Notice, to the extent required, shall be given as provided by law to the address of the Registered Agent as shown on the records of the Utah Department of Corporations.

14. MISCELLANEOUS

14.1 No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the City and Licensees. Nothing in this Agreement, express or implied, confers upon any other person or entity any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement. No

third party, including any contractor, subcontractor, agent, successor, adjacent property owner, or member of the public, shall be deemed a third-party beneficiary or have any right to enforce any provision hereof.

14.2 Governing Law; Venue; Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to conflict of laws principles. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts sitting in Washington County, Utah. The Parties agree to meet and confer in good faith for not less than thirty (30) days before initiating litigation, without limiting either Party's right to seek emergency injunctive or equitable relief. The court resolving any dispute may, on proper findings, award reasonable costs and attorney fees.

14.3 Entire Agreement; Integration. This Agreement, together with Exhibit A, constitutes the entire agreement of the Parties with respect to the Discharge Line and supersedes all prior and contemporaneous negotiations, representations, warranties, understandings, agreements, and communications relating to that subject matter. No prior drafts shall be used in interpretation or construction. This Agreement may not be amended, modified, or supplemented except by a written instrument signed by duly authorized representatives of all Parties. No waiver is effective unless made in writing and signed by the waiving Party. If any provision is held invalid, illegal, or unenforceable, the remaining provisions continue in full force and effect, and the Parties shall negotiate in good faith a replacement provision reflecting the original intent.

15. ACCEPTANCE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF WASHINGTON CITY, UTAH, a Utah municipal corporation, whose address is 111 North 100 East, Washington, Utah 84780

By: _____
Name: _____
Title: _____

ALAIA DEVELOPMENT CORPORATION, a Utah corporation, whose address is 333 East Main Street #905, Lehi, Utah 84003

By: _____
Name: _____
Title: _____

DESERT LAKES LLC, a Utah limited liability company, whose address is 12696 Pony Express Road, Draper, Utah 84020

By: _____
Name: _____
Title: _____

ZION SURF DEVELOPMENT LLC, a Utah limited liability company, whose address is 9350 S 150 E STE 500, Sandy, Utah 84070

By: _____

Name: _____

Title: _____

ZION SHORES HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation, whose address is 12696 Pony Express Road, Draper, Utah 84020

By: _____

Name: _____

Title: _____

ALAIA MASTER ASSOCIATION (also known as "Alaia, A Multi-Use Planned Community Development," previously known as Stucki Farms Master Association), whose address is 11275 N. Normandy Way, Highland, Utah 84003

By: _____

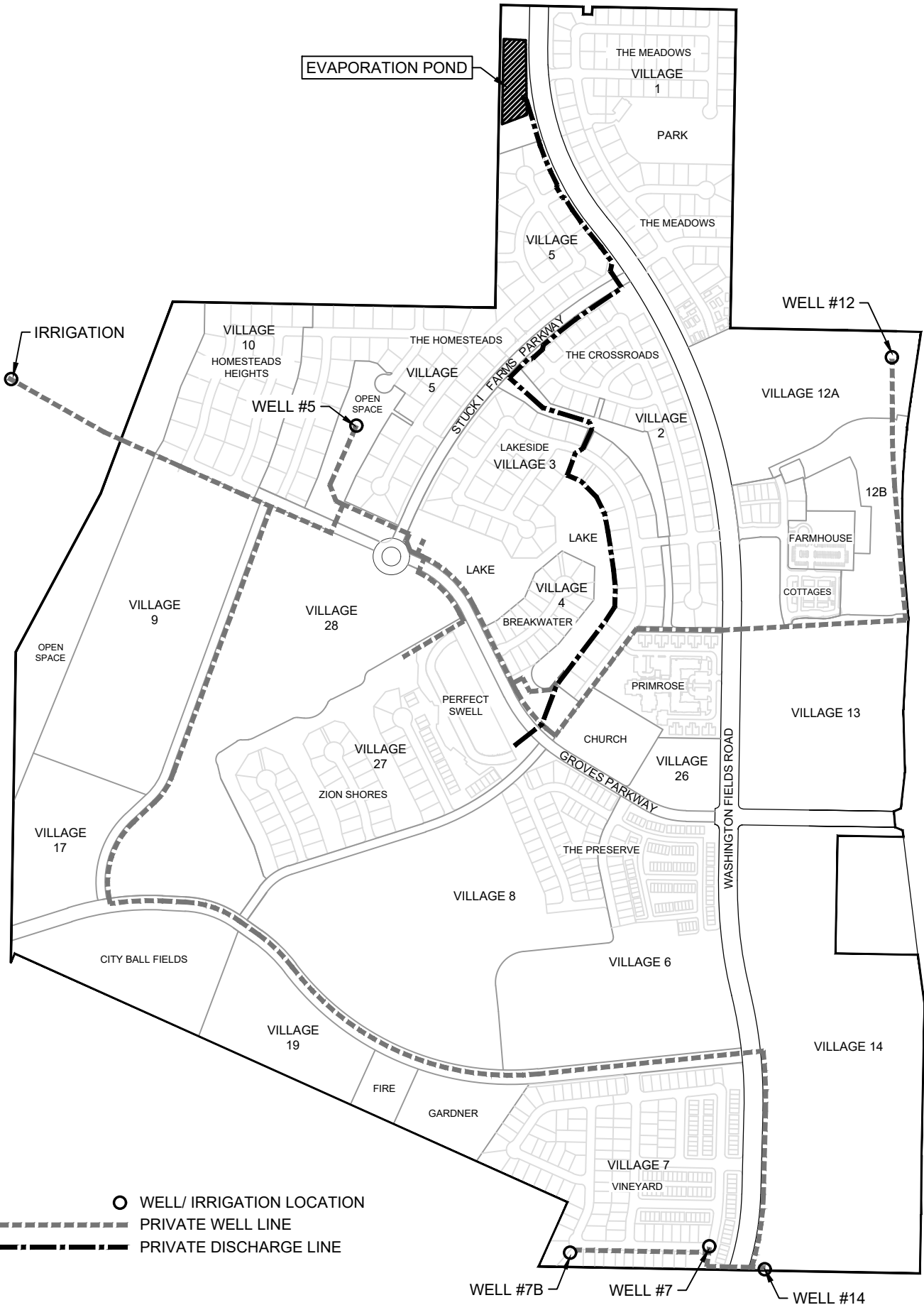
Name: _____

Title: _____

EXHIBIT A

PRIVATE DISCHARGE LINE

[Map to be provided by Zion Surf Development LLC, depicting the Evaporation Pond, Reconfigured Storm Basin, and Discharge Pipeline alignment]



- WELL/ IRRIGATION LOCATION
- PRIVATE WELL LINE
- .-.- PRIVATE DISCHARGE LINE

EXHIBIT ____
PRIVATE DISCHARGE LINE
ALAIA, WASHINGTON, UTAH

RESOLUTION R2026-XX

A RESOLUTION APPROVING AN AGREEMENT AND LICENSE GOVERNING DISCHARGE LINE INSTALLATION, MAINTENANCE, AND OPERATION FOR PURPOSES OF SERVICE TO THE PERFECT SWELL ZION EVAPORATION POND WITHIN THE ALAIA MULTI-USE PLANNED COMMUNITY DEVELOPMENT

WHEREAS, Washington City ("City") is a municipal corporation of the State of Utah; and

WHEREAS, Alaia Development Corporation ("Alaia"), Desert Lakes LLC ("Desert Lakes"), and Zion Surf Development LLC ("Zion Surf") are parties to an Agreement and License concerning the installation, maintenance, and operation of a discharge line within the City's public utility easement; and

WHEREAS, the discharge line is intended to provide a discharge line service of backwash from a water treatment facility to the Perfect Swell Zion evaporation pond located within the Alaia Multi-Use Planned Community Development; and

WHEREAS, the parties desire to establish their respective rights and responsibilities relating to the installation, maintenance, operation, access, and use of the discharge line within the City's public utility easement, as more particularly set forth in the Agreement and License; and

WHEREAS, the proposed Agreement and License Governing Discharge Line Installation, Maintenance, and Operation for Purposes of Service to the Perfect Swell Zion Evaporation Pond Within the Alaia Multi-Use Planned Community Development has been presented to the Washington City Council for its review and consideration; and

WHEREAS, the City Council finds that entering into the Agreement and License is in the best interests of Washington City and provides an appropriate framework for the installation, maintenance, and operation of the discharge line within the City's public utility easement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WASHINGTON CITY, UTAH, AS FOLLOWS:

Section 1: Approval and Agreement of License

The City Council hereby approves the Agreement and License Governing Discharge Line Installation, Maintenance, and Operation for Purposes of Service to the Perfect Swell Zion Evaporation Pond Within the Alaia Multi-Use Planned Community Development, substantially in the form presented to the City Council and incorporated herein by this reference.

Section 2: Authorization to Execute

The Mayor is hereby authorized to execute the Agreement and License on behalf of Washington City, together with any exhibits or other documents necessary to effectuate the Agreement, subject to final review and approval as to form by the City Attorney.

Section 3: Authorization to Implement

The Mayor, City Manager, City Attorney, City Recorder, and other appropriate City staff are hereby authorized to take such actions and execute such additional documents as may be reasonably necessary to carry out the intent of this Resolution and implement the terms of the Agreement and License.

Section 4: Severability

If any section, clause, or portion of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall remain in full force and effect.

PASSED AND APPROVED on this 23rd day of September, 2026.

Washington City

Attest by:

Kress Staheli, Mayor

Tara Pentz, City Recorder

COUNCIL MEMBERS OF WASHINGTON CITY, UTAH:

Troy Belliston	☐ Aye	☐ Nay
Kim Casperson	☐ Aye	☐ Nay
Craig Coats	☐ Aye	☐ Nay
Bret Henderson	☐ Aye	☐ Nay
Kurt Ivie	☐ Aye	☐ Nay