



**BOARD OF TRUSTEES MEETING MINUTES
April 6, 2022**

Minutes of a public meeting of the board of trustees of the Washington County Water Conservancy District, held on Wednesday, April 6, 2022, at 533 East Waterworks Drive, St. George, Utah at 6 pm. Those board members present for the meeting were: Chair Ed Bowler, Kevin Tervort, Michele Randall (by phone), Chris Hart, Adam Bower, and Kress Staheli. Board member Victor Iverson was excused. Also present were General Manager Zach Renstrom, Associate General Managers Corey Cram and Brie Thompson. Karen Barnum, Senior Accountant and Roberta McMullin; Secretary/Treasurer were also present. Other guests at the meeting are included in the sign in sheet attached to these minutes.

Chair Ed Bowler welcomed everyone to the meeting.

Ken Neilson, former board member, was honored and recognized for his service on the board of trustees.

The first item on the agenda was *Consideration of a Resolution Authorizing Submission of a Watersmart Grant Proposal to the U.S. Bureau of Reclamation and Authorizing a Cooperative Agreement with Reclamation and Grant Match Funds.*

Zach told the board this was a resolution for authorizing the submission of a grant which would be used for Ivins Irrigation Phase 2 meters. Our portion would be \$120,000 and board approval is needed to pass this. Zach told the board that the legislature has also authorized funding for secondary metering. This is matching grant money from the federal government After discussion a motion was made as follows:

*Adam Bowler moved to approve the resolution authorizing the submission of a Watersmart Grant proposal from the U.S. Bureau of Reclamation.
Chris Hart seconded the motion and all voted aye.*

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| <i>Kress Staheli</i> | <i>Yes</i> |
| <i>Chris Hart</i> | <i>Yes</i> |

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|------------------------|------------|
| <i>Michele Randall</i> | <i>Yes</i> |
| <i>Adam Bowler</i> | <i>Yes</i> |
| <i>Kevin Tervort</i> | <i>Yes</i> |
| <i>Ed Bowler</i> | <i>Yes</i> |

Consideration of a Resolution Updating Personnel Policy & Procedures

Regarding Group Health Benefits was the next item on the agenda. In a Utah Retirement System (URS) audit, they reviewed the district’s policies, and asked for this clarification and gave us the wording for it to clarify how we work with URS regarding our board of trustees and stating they do not receive retirement or other benefits.

Kevin Tervort moved to approve the Resolution Updating Personnel Policy & Procedures regarding Group Health Benefits. The motion was seconded by Adam Bowler and a roll call vote was taken:

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|------------------------|------------|
| <i>Kress Staheli</i> | <i>Yes</i> |
| <i>Chris Hart</i> | <i>Yes</i> |
| <i>Michele Randall</i> | <i>Yes</i> |
| <i>Adam Bowler</i> | <i>Yes</i> |
| <i>Kevin Tervort</i> | <i>Yes</i> |
| <i>Ed Bowler</i> | <i>Yes</i> |

Consideration of approval of an agreement with Shivwits Band of Paiutes for lease of their water from Gunlock. -

Zach explained that the district took an active approach years ago working with United States Fish and Wildlife Service (USFWS). USFWS was concerned about the Spinedace population dropping off. The district with State of Utah and USFWS then developed the Virgin Spinedace Conservation Agreement and Strategy. They did several things to make sure that there is instream flow to make sure these fish have enough water. He showed a map which showed the increase of the habitat for the Spinedace over the last years. Steve Meisner, Virgin River Program said the Spinedace concerns him the most because it goes up Gunlock, Ivins, Santa Clara, Rockville, Virgin and Springdale, all of which would be affected, so the more that we can do up front to deal with species the better. Steve said that for many years the Virgin River Program has been leasing water from the Shivwits Band. They have 1900 a.f. of water in Gunlock Reservoir that is subject to shortages every year. We lease that water from them, up to 1,850 a.f. In 2021 it was the last year of our ten-year agreement and they have been working with the Shivwits for the last six months to

renegotiate this lease. This time it will be a five-year lease. Two years will be paid out at \$50 an a.f. for how much water is available and \$60 a.f. for the last three years of the lease. We would pay \$100,000 up front, most of which is coming through a grant from Nature Conservancy District.

Corey Cram added that the when the Spinedace conservation agreement was put in place the Spinedace occupied 60% of the habitat and now it is 90%, so it has been very successful. Chris Hart said the agreement should say "\$50 per acre feet per year" for clarification.

Kress Staheli made a motion to approve the agreement with the Shivwits Band for lease of their water from Gunlock with the clarification and amendment that the lease payments are annual. Kevin Tervort seconded the motion and all voted aye.

Consideration of approval of the SITLA easement for the Pintura irrigation system. Corey told the board this is part of the Ash Creek project where we will be bringing water down South Ash through some SITLA lands. We had an appraisal done and in negotiations came to an agreement with them for what it is worth. The table in the handouts show various acreage amounts and costs. It is \$15,000 per acre for access easement acreage (36,215 acres) and we are having to pay 80% of that for our easement. The estimated value is 10% where we have temporary construction (2.255 acres) for a grand total of 38.47 acres and \$438,712.50 total costs. SITLA's board has already approved it and we are asking our board to approve it. After discussion the following motion was made:

Chris Hart moved to approve acquisition of the easement from SITLA for \$438,712.50 for the Ash Creek Tributaries Pipeline Project. The motion was seconded by Adam Bowler and all voted aye.

Zach told the board that Item #4 and Item #6 on the agenda are the same thing, which we just covered and voted on regarding the SITLA easement.

Consideration of approval of Sandy Ranch Land Purchase Agreement - Zach showed the board a map with the new Toquer Reservoir on it and the master planning roads around it. He said we have all the permits form the BLM. We also have a license, but the BLM still owns the property, and they limit what we can do on the land. Zach said he had an individual come to him that wanted to buy the land, but he resisted because he knew we needed the land for this reservoir. He then explained to Zach that it would be a land swap. He would buy it from the

BLM and then sell it to the district. Zach said we already have a license. He said they would appraise it as if it has a long-term license so we would get it fairly cheap. Zach said the individual proposing this is a lobbyist out of Colorado that represents large cattle ranch operations. Zach checked with Marcus Faust, and he said this person is extremely legitimate and a very prominent lobbyist in Colorado and has the money to make this happen.

This is a land purchase and land swap agreement, and they are introducing the bill in congress next week. They have ranches and they swap with the BLM for land in Washington County. They want to quickly acquire this land. They will appraise the land as if the reservoir is already on it so the value would be reduced. Zach said if we can buy this property at a reduced value (as if the dam and reservoir was already on it) we would never have to deal with the BLM on this site again and this would be a big advantage to the district. It is being appraised low but would probably be two or three million dollars, but it could be eight or nine million dollars otherwise. If they get the land, it immediately vests to the district and then we negotiate a price. They want a letter of support for this also and our county commissioners are going to provide that letter. If it doesn't go through Congress, there is no harm done, we are just back to where we are now, but it would be very beneficial to the district to be able to proceed with this. After discussion the following motion was made:

Chris Hart moved to approve the Sandy Ranch Land Purchase Agreement as explained. The motion was seconded by Kevin Tervort. All voted aye.

Presentation by RB&G Engineering with update of the design for the Toquer Reservoir – Corey said the district has been working on this for a long time. It was conceptualized in 1993 and identified as an alternate reservoir site for the leaky Ash Creek Reservoir and we have been working on it for about 20 years to get our permits. Corey introduced Brandon Horricks, an engineer from RB&G Engineering to give the presentation.

Brandon did a PowerPoint with a history of the work that has been done over the years including excavation of trenches and identifying and testing faults in the footprint of the dam. Geologists were brought in and questions were even raised about the feasibility of the project. Experts were brought in and tested soil deposits on top of the faults. They needed to determine if the faults were younger or older than 35,000 years. Based on the physical characteristics of the trench they determined that none of the faults had ruptured in the last 35,000 years. To date, in the last few months they have done some additional investigations and looked at all

the data. There are very small magnitude features with these faults and evaluations were summarized and submitted to the state for review and they are now moving forward with the dam assuming these faults are minor.

Brad Price added that the dam design continues through the construction phase. As they have excavated trenches, they have gotten even better assurance that we have a site we could build a dam on. Brad said it is not 100% though until they open things up and there is always the possibility of a fatal flaw and then we would have to change the alignment. The Hurricane Fault is way off to the east of this site. The faults under the dam haven't moved in over 50,000 years and they are comfortable with the construction of this dam.

Brandon showed various pictures of design that showed borings where they bored in reservoir to check on leakage. There are some open features in site that have potential for seepage, but they are comfortable they can design a safe reservoir.

He also showed seepage and groundwater recharge and they have done a lot of evaluation on what we would lose from this reservoir. This dam will be constructed on Navajo Sandstone aquifer like the Sand Hollow Reservoir, and we could expect losses similar to losses at Sand Hollow. He also discussed options for liners and said they could line the whole reservoir or just the lower parts of the reservoir, the bottom 10 to 15'. They would like some feedback from the board on that.

Brandon said they intend to do the construction of the reservoir in two phases, similar to the Sand Hollow Reservoir. First phase would be excavation work, treat rock and cut slot. They could start prequalifying contracts and have it bidding shortly after the state's review and be in construction by the summer months. He told the board this was just an update so they would know where this project was headed.

Discussion of camping issues, fire concern, destruction of land off of SR9 bettween Virgin and Laverkin - Zach showed the board the location of this area where there are concerns and the land ownership and what was private land, BLM land and the district's land. There has been lots of camping going on in this area and so the BLM has gone in there and designated certain spots for camping.

Wanda Leverett sent a letter and Zach said he invited her to come to the meeting tonight and share her concerns. Zach showed some of the photographs she shared. Wanda said she lives in Virgin. She said there are 20 plus RV's and trailers in the pictures she took this morning. This has been going on for about five years and continues to grow. She started contacting the BLM in 2017 and they said there was only camping on designated spots. The BLM had good intentions, but they don't police or hold anyone accountable. Tracks have turned into roads and people drive across any property they want. It is getting scary from a fire perspective also with all the fires. The neighbors clean up, but it is growing and sometimes there are confrontations between campers and neighbors.

Zach said we had the same type of problems at Kolob with the camping. Ed asked if it would be possible for us to fence the district's 40 acres of property. Zach said he is open to any suggestions. There was discussion about fencing the district's property. Zach said we could say the property is for day use only but who would administer that. Ed said he thinks in the long run the cheapest thing for us to do would be to fence it. Kevin Tervort added that the district has critical infrastructure in there so maybe we could try "no trespassing signs" first. Wanda said people just take the BLM signs. There was discussion among the board. Zach said we could put big boulders there and say it is for day use only and no camping and trespassers will be punished. Zach said this is the closest free parking to Zion and that is causing a problem. There will be further discussion about this issue.

Approval of purchase cards for three new employees - Zach said the district has three new employees that need purchase cards and the board is required to approve all purchase cards. The employees and credit limits for the cards are as follows: William Craig - \$3,000; Kelton Iverson \$3,000; and Blake Klunker \$3,000.

Chris Hart moved to approve the three purchase cards as outlined. Kress Staheli seconded the motion and all voted aye.

Discussion of waiver of impact fees for city buildings – Zach said this has been kind of a gray area and he needs to have clear policy when cities contact him regarding this. He would like direction from the board of how they want him to handle this.

Ed said he thinks a building is one thing but ball parks, cemeteries, etc. are another thing. Scott Taylor said with parks, golf courses, ball fields, etc. they try and run secondary water to all of those. Scott Taylor said with cities that haven't developed all of their culinary water yet, the district could take the approach that

we would waive the impact fee because city can provide water out of their own source of water. There was discussion among the board. Ed suggested we need to have a definition of a “city building”. If it is a building for government function then maybe the impact fee could be waived but if it is parks, cemeteries, etc. they could use secondary water. Mayor Hart suggested maybe that should be the defining line—buildings vs. parks, ball fields, etc. where secondary water can be used, or city can use water resources they still have available.

Zach said he will talk to cities and let them know that if the water is for a building the board feels comfortable about waving impact fees, but for big open areas and parks that use a lot of water they should use secondary water. Zach said we could offer some kind of agreement that they could sign with a time limit to get secondary water. Scott Taylor suggested there needs to be some leeway and some exceptions. Chris Hart said this should motivate the cities to look for secondary water. Zach told the board this discussion helps gives him some direction.

Discussion of Bench Lake right-of-way request with Hurricane City. Mayor Billings said Zach and Corey talked to their city staff and Balance of Nature people. They talked about the purpose of the clay, and she just wants to review the information so everybody is aware and understands what work needs to happen and what the clay will be used for at Toquer Reservoir and Warner Valley Reservoir in the future. They talked about having RB&G Engineering investigate whether the clay is usable. Mayor Billings said they also talked about the right-of-way and what the city plans to use for the roadway between the district property to the north (2900 South). The district has approved the right-of-way on the one side.

Zach said the district’s main concern is the clay. The district would like to have RB&G Engineering evaluate the clay and how much we will need and then the district can sign an MOU with the city for the right-of-way they need for the roads. After they excavate the clay out, we can give the property to the city for their use. We need to have it set out in the agreement that the district can get the clay and also that the city will get the land and how we will leave the land when we excavate the clay out. We need this all laid out in the agreement. The board can review the agreement when it is prepared.

A representative from Balance of Nature was at the meeting and said they would like to work with both the City of Hurricane and the water district in a win-win way. He showed on a map where their new manufacturing facility that they will be starting on soon will be located. He also showed where they would have a garden,

orchards, and affordable housing for employees. They want to be good neighbors during this process.

Zach said he will get with Hurricane's attorney and also make sure we get the technical information from the engineers and get working on an MOU with Hurricane City.

Status reports on projects –

Cottam Tank - Corey reported that they are moving along on schedule. The excavation work is done for the foundation, and they brought in fill to bring it up to grade. The contractor is doing a very good job.

Water year - Zach told the board the snow is coming off quickly. He is worried we are not getting spring rainfalls we really need. Zach showed a graph of Pine Valley, and the snow has come down faster than the worst year in the last 20 years.

Ed said the problem is irrigators are starting to irrigate. It's unlikely unless we get some rain on what little snow we have left, there won't be much change.

Zach showed the current reservoir levels for the reservoirs. He said Kolob and Gunlock should fill up more. There is still snow up at Kolob.

Michele Randall asked if the district is any closer to figuring out will serve letters. Zach said homebuilders have some ideas on this and want to meet with Zach. He will be meeting with them.

Approval of minutes – The minutes for the meetings of March 2 and March 17, 2022, were reviewed by the board.

Kevin Tervort made a motion to approve the minutes of March 2 and March 17, 2022, as presented. Kress Staheli seconded the motion and all voted aye.

Ed called on comments from the audience after which a motion to adjourn was made by Chris Hart and the meeting was adjourned.



Secretary

**WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
A RESOLUTION UPDATING PERSONNEL POLICY & PROCEDURES
REGARDING GROUP HEALTH AND BENEFITS**

WHEREAS, Washington County Water Conservancy District Personnel Policy & Procedures provides a policy related to Group Health and Benefits;

NOW THEREFORE, be it resolved that the following section of the Personnel Policy & Procedures shall be amended to include the underlined language:

Utah State Retirement System

The District is a member of the Utah State Retirement System (URS). Participation in the applicable URS plan is generally mandatory for all qualified personnel. Qualified personnel are all District benefited employees who work an average of 20 hours per week or more on an annual basis. Provisions of this plan are governed by Utah state law. The District pays 100% of the retirement contribution. Full details of this retirement plan are available in a separate booklet.

Appointed officers that qualify for the Tier I or Tier II URS plans as set forth in the Utah State Retirement and Insurance Benefit Act (Utah Code Annotated, Title 49), who are not members of the Board of Trustees, are eligible to participate in the applicable URS retirement benefits plan. Members of the Board of Trustees are not considered employees of the District under this policy and are not eligible to participate in any URS plan through the District.

Appointed officers that qualify for the Tier I URS plan (those with URS service prior to July 1, 2011) may participate in the defined benefit plan as set by Utah Code or may choose an alternate URS retirement program (such as a 401(k)). The District will contribute an amount equal to that which the District pays to URS on behalf of an employee enrolled under a URS defined benefit plan to the alternate URS retirement program designated by the employee.

ADOPTED by the Board of Trustees this 6th day of April, 2022.

WASHINGTON COUNTY
WATER CONSERVANCY DISTRICT:

Ed Bowler, Chairman of the Board

ATTEST:

Roberta McMullin, Secretary

VOTING:

| | | | | |
|-----------------|-----|-----|----|-----|
| Ed Bowler | Yea | ___ | No | ___ |
| Adam Bowler | Yea | ___ | No | ___ |
| Chris Hart | Yea | ___ | No | ___ |
| Victor Iverson | Yea | ___ | No | ___ |
| Michele Randall | Yea | ___ | No | ___ |
| Kevin Tervort | Yea | ___ | No | ___ |
| Kress Staheli | Yea | ___ | No | ___ |

AGREEMENT

Based on the foregoing Recitals, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Lease of Water

The Shivwits Band agrees to lease to Lessee its full annual allocation of Santa Clara Project surface water, minus 50 acre feet each year. The Shivwits Band may withhold an additional 200 acre feet for irrigation (per Para. 5 below). That annual allocation will be determined at the beginning of the water year and adjusted monthly by the Water District in accordance with the SCPA and the Santa Clara Project OMR&R Plan. This Lease pertains to surface water only.

2. Term of Lease

This lease shall be effective for five years from the date of its execution until March 31 of 2027. As per the water right, the period of use for this water is January 1 to December 31 of each year. This lease encompasses the remainder of the current water year and continues throughout each period of use until the termination date of March 31, 2027.

Six (6) months prior to the expiration of the 5-year term, Lessor agrees to consider extension of the lease, upon terms to be negotiated at that time, but Lessor is not required to extend the lease. Lessor agrees to provide Lessee with a notice of alternative water lease offers that may exist that includes all material terms and conditions of the alternative lease proposal, including the identity of the offeror. Lessee may submit a proposal to extend the Lease to the Lessor within thirty (30) days after the date on which the Lessee receives the notice of the offer.

3. Lease Payments

The Program will pay \$50.00 per acre foot for the first two (2) years and \$60.00 per acre foot for the subsequent three (3) years for the amount of water that is released instream up to and including the entire amount authorized by this Lease. Any water withheld by the Band for irrigation under Paragraph 5 below will be subtracted from the amount due.

In addition, the Program and Lessee agree to arrange for a one-time, lump sum payment of one hundred thousand dollars (\$100,000.00) to the Shivwits Band, due and payable within 30 days of execution of this Lease.

4. Timing of Payments

The Program will make two payments per water year, by check payable to the Shivwits Band and delivered via US Mail to 6060 W. 3650 N., Ivins, Utah 84738:

designated Band representative will accompany anyone wishing to enter the Reservation for purposes under this Lease. Entry without a Band representative is not allowed without the express written permission of the Band Chairperson or Vice-Chairperson.

8. Measuring

The Water District will be measuring and reporting the actual releases in accordance with the Santa Clara Project Agreement and the Santa Clara OMR&R Plan. The Parties ask the Water District to report all measurements to the Shivwits Band and the Program in accordance with the Notice section below.

9. Governmental Charges

In addition to the payments specified in Section 3, Lessee will pay a reduced annual Shivwits Band Business License fee of \$50.00 and a reduced annual Shivwits Trespass Permit fee of \$50.00. Although entitled "Trespass Permit" under the Band's land use laws, the presence of Lessee, UDWR, WCWCD, and individuals associated with Program are not considered to be trespassing on the Reservation. The Band's Trespass Permit authorizes individuals affiliated with the Parties and carrying the purposes of this Lease to be present on the Reservation.

10. O&M Costs

The Program will pay for any ordinary OMR&R costs of existing facilities associated with the water used under this Lease. The Band will pay for costs of new facilities and for extraordinary OMR&R costs including but not limited to dredging of Gunlock Reservoir and repair, replacement, upgrades and additions of dam and reservoir structures and pipelines.

11. No Assignment

UDWR and the Program may not transfer, assign, or sublease all or part of their interests under this Lease, provided, however, that any entity acting in accordance with an approved scope of work pursuant to an approved Program work plan shall be deemed to be acting on behalf of the Program for purposes of this Lease.

12. No Precedent for Future Leasing

The terms of this Lease are unique to the circumstances of this Lease and are not relevant to the value of the water or to future leases of the water.

13. Default

Except as specifically provided for herein, a default by any party in an obligation set forth herein shall not result in, or be the basis for, the termination or rescission of this Agreement.

20. Notice

The Band and Program will copy the following persons on all correspondence concerning this Lease, including requests to the Water District concerning administration of the water rights under this Lease.

Hope Silvas, Shivwits Band Chair
Shivwits Band of Paiutes
6060 W. 3650 N.
Ivins, UT 84738

Mark Echo Hawk
Counsel for Shivwits Band of Paiutes
mark@echohawk.com

Steve Meisner
Local Coordinator
Virgin River Program
533 E Waterworks Drive
St. George, Utah 84770
steve@wewcd.org

Morgan Drake
Attorney
Washington County Water Conservancy
District
533 E Waterworks Drive
St. George, Utah 84770
zach@wewcd.org

Christopher Keleher, Program Director
Utah Division of Wildlife Resources
1594 W North Temple, Ste. 3310
PO Box 145610
Salt Lake City, UT 84114-5610

21. Support for Shivwits Recommendations for Use of P.L. 106-263 Section 10 Funds

Pursuant to Section 10(f) of the Shivwits Band of the Paiute Indian Tribe of Utah Water Rights Settlement Act, P.L. 106-263, \$3,000,000 was authorized for the water rights and habitat acquisition program authorized in Section 10 of that Act. The Program and Lessee agree to support the Shivwits Band's recommendations for the use and allocation of those funds for habitat acquisition and conservation, and agree to take measures to communicate that support to the Department as directed by the Band. This support by the Program includes support for those funds not being used by any party without the Shivwits Band's consent, and support for the Shivwits Band's desire to participate in the decisions regarding how those funds are used in habitat acquisition and conservation on the Shivwits Band Reservation.

Easement Value Summary - Ash Creek Tributaries Pipeline Project

| Area: | Permanent | 50ft Temp | Full Legal |
|-----------------------|---------------|--------------|--------------|
| Regulating pond | 8.21 | | 8.21 |
| Diversion Dam | 3.77 | | 3.77 |
| Pipeline (West) | 21.98 | | 21.98 |
| Pipeline (East) | 2.255 | 2.255 | 4.51 |
| Total Acreage: | 36.215 | 2.255 | 38.47 |

| Description | Value / Acre | Acreage | Land Cost | ESMT Value | Total Easement Value |
|------------------------|--------------|--------------|--------------|------------|----------------------|
| Access | \$15,000.00 | 36.215 | \$543,225.00 | 80% | \$434,580.00 |
| Temp Construction Area | \$15,000.00 | 2.255 | \$33,825.00 | 10% | \$3,382.50 |
| Application Fee | | | | | \$750.00 |
| Total | | 38.47 | | | \$438,712.50 |

determined by an appraiser mutually agreed upon by the Parties within thirty (30) days after the Vesting Date. The Parties shall share equally in the cost for the appraiser. If no agreement on the appraiser is reached by the Parties within thirty (30) days after the Vesting Date, the Appraised Value shall be determined by averaging three (3) appraisals. The three appraisals shall be made by (1) an appraiser appointed by the Seller, (2) an appraiser appointed by the Buyer, and (3) an appraiser jointly appointed by the first two appraisers. Each appraiser so appointed shall be a disinterested third party and be licensed in the state of Utah. Each Party shall pay their appointed appraiser and shall share equally in the cost for the third appraiser. These three appraisers shall be appointed within ninety (90) days of the Vesting Date. The value of the Property reached pursuant to the terms of this paragraph shall be referred to herein as the "Appraised Value".

3. PURCHASE PRICE. The Purchase Price under this Agreement shall be the sum of the Appraised Value (the "Purchase Price").

4. FIRST RIGHT OF PURCHASE. Upon Closing, Buyer shall grant to Seller the first right to purchase any portion of the Property, subject to the terms of this paragraph. If Buyer elects to sell or dispose of any portion the Property, Buyer shall notify Seller of this election. Seller shall have the right to purchase all or any portion of the property to be sold or disposed of, at Seller's choice and discretion, within sixty (60) days of written notice from Buyer. The price per acre that Seller shall pay shall be the same effective price per acre that Buyer paid for the purchase of the Property pursuant to this Agreement, plus three percent (3%) per year, with the first percentage increase occurring one (1) year from the Vesting Date. Seller's first right to purchase under this paragraph shall expire twenty (20) years from the Effective Date. Seller's first right to purchase as set forth in this paragraph shall run with the land and shall survive Closing.

5. COOPERATION IN LAND EXCHANGE. Buyer agrees to reasonably cooperate with Seller's attempts to accomplish the land exchange with the United States. Buyer's cooperation includes, but is not limited to, issuing a letter in support of the contemplated land exchange.

6. CONDITION PREDEDENT. The Seller obtaining title to the Property from the United States shall be a condition precedent to any rights, duties, claims, or interests of either Party as set forth in this Agreement. Seller makes no warranties or representations as to the ability of Seller to obtain title to the Property, nor to the length of time that may be required to obtain the Property.

7. EASEMENT TRANSFER. Upon Seller obtaining title to the Property from the BLM, ROW UTU-73547, attached hereto as Exhibit 4 and shown for demonstrative purposes on Exhibit 3, shall simultaneously transfer from the BLM to Seller as Grantor and Buyer shall remain as Grantee.

8. AGREEMENT EXPIRATION. This Agreement shall expire on January 1, 2025, unless the Parties mutually agree to extend the Agreement.

execution and delivery of this Agreement has been duly and validly authorized.

14. COMPLETE CONTRACT. This Agreement constitutes the entire agreement between the Parties regarding the purchase of the Property and constitutes the final negotiations, representations, warranties or contracts between the Parties. This Agreement shall not be changed, except by written agreement between the Parties. Terms herein shall inure to the benefit and be binding upon the Parties and their successors and/or assigns.

15. VENUE AND JURISDICTION. The Parties agree that in any action relating to this Agreement jurisdiction and venue shall be in the Fifth District Court of the State of Utah.

16. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Facsimile (fax) or email transmissions of a signed copy of this Purchase Agreement, any Addenda and the retransmission of any signed fax or email shall be the same as delivery of an original, subject to confirmation of receipt by the other Party hereto. This Agreement and any Addenda may be executed in counterparts.

17. JOINT PREPARATION. The provisions of this Purchase Agreement have been negotiated by all Parties hereto and should not be interpreted or construed in favor of or with prejudice against any particular Party, but in accordance with the general tenor of the language used.

SELLER:

Utah Sandy Ranch, LLC

By:
Bryce Lindskov, Manager
Dated this _____ day of _____, 2022.

BUYER:

Washington County Water Conservancy District

By:
Zach Renstrom, General Manager
Dated this _____ day of _____, 2022.

EXHIBIT - A
Ash Creek ROW
UT-88485
LEGAL DESCRIPTION

| Township | Range | Meridian | Section | Subdivision | Acres/Length |
|----------|-----------|----------|---------|--|--------------|
| T. 39 S. | R. 12 W., | SLBM | Sec. 07 | Lot 16 | |
| T. 39 S. | R. 12 W., | SLBM | Sec. 08 | Lot 09, 10 | |
| T. 39 S. | R. 12 W., | SLBM | Sec. 18 | NENE, W2NE, W2SE | |
| T. 39 S. | R. 12 W., | SLBM | Sec. 19 | Lot 01, 06, 07, 11, 12, NWNE | |
| T. 39 S. | R. 13 W., | SLBM | Sec. 25 | Lot 06 | |
| T. 39 S. | R. 13 W., | SLBM | Sec. 26 | W2NW | |
| T. 39 S. | R. 13 W., | SLBM | Sec. 35 | E2NW, SWNW, W2SW, SESW | |
| T. 40 S. | R. 13 W., | SLBM | Sec. 14 | W2NW | |
| T. 40 S. | R. 13 W., | SLBM | Sec. 15 | SENE, E2SE, SWSE | |
| T. 40 S. | R. 13 W., | SLBM | Sec. 22 | W2NE, NWSE | |
| T. 40 S. | R. 13 W., | SLBM | Sec. 27 | SWSW | |
| T. 40 S. | R. 13 W., | SLBM | Sec. 28 | Lot 04 | |
| T. 40 S. | R. 13 W., | SLBM | Sec. 33 | Lot 01,02, 08, 09, 10, 16, 18 19, 20, SENE, NENE | |
| T. 40 S. | R. 13 W., | SLBM | Sec. 34 | Lot 04, 05 | |

Staging Area

Short term ROW Length: 200 feet
Width: 200 feet
Total Acres: 1 Acre

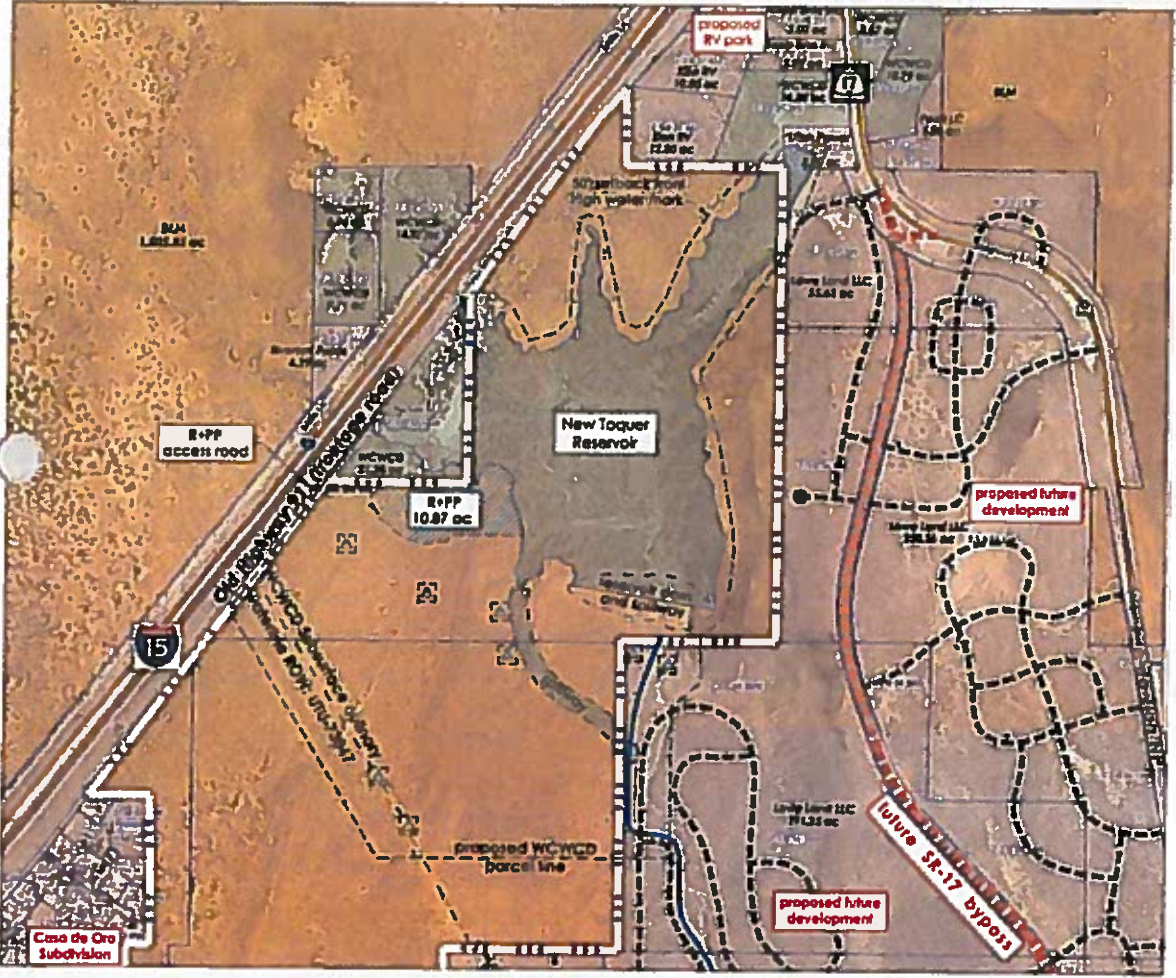
Segment 1 (Ash Creek Reservoir to Toquer Reservoir)

Long term ROW Length: 27,700 feet
Width: 50 feet
Total Acres: 31.8 Acres
Short term ROW Length: 27,700 feet
Width: 100 feet
Total Acres: 63.6 acres

Segment 2 (Leap Creek Pipeline)

Long term ROW Length: 7,498 feet
Width: 50 feet
Total Acres: 8.6 Acres
Short term ROW Length: 7,498 feet
Width: 100 feet
Total Acres: 17.2 acres

Exhibit 3



**Sandy Ranch Proposed
WCWCD Land Purchase**

Toquerville
Washington County Utah

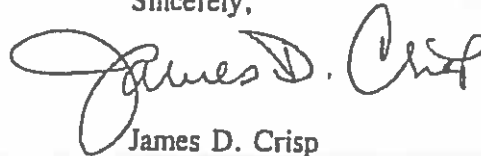
Disclaimer: This map is preliminary in nature and is not for planning purposes only.



The amended portion is an area 21,148 feet long and 30 feet wide and contains 14.56 acres. A temporary construction width of 60 feet is granted. The term of this amendment is perpetual.

This amended portion is subject to all provisions of the original grant and the plan of development submitted with the application dated October 28, 1996, labeled "Exhibit A".

Sincerely,



James D. Crisp
Area Manager

land are abusing the privilege and ruining it for others. Their failure to be responsible also puts the nearby community at risk for a fire. I have heard and seen many quotes that various landowners are working towards a solution but to date we have seen nothing happen. It has only gotten worse. I hope it doesn't take the destruction of our homes due to a fire to make something happen.

Stan indicated that you want some photos. I will forward via separate emails some recent photos and a few others that I have sent over the years. Most of the photos were taken in the vicinity of parcels LV-2-20-331, LV-2-1-29-442 and LV-2-29-441. There are additional parcels where I did not take pictures. If you need me to do that, let me know. Obviously, all of my parcel references are estimates but should be reasonably accurate. I will break them up in separate emails because of the file sizes. If you want any additional photos, please let me know. I have copied Keith Rigtrip since the BLM is also a primary stakeholder.

I hope that the information I have shared has provided you some additional insight and reading it has been a productive use of your time. This situation is of great concern to many. If you have any questions about the information I have provided, please don't hesitate to ask. I look forward to hearing about how the WCWCD is going to address the issue.

Regards,

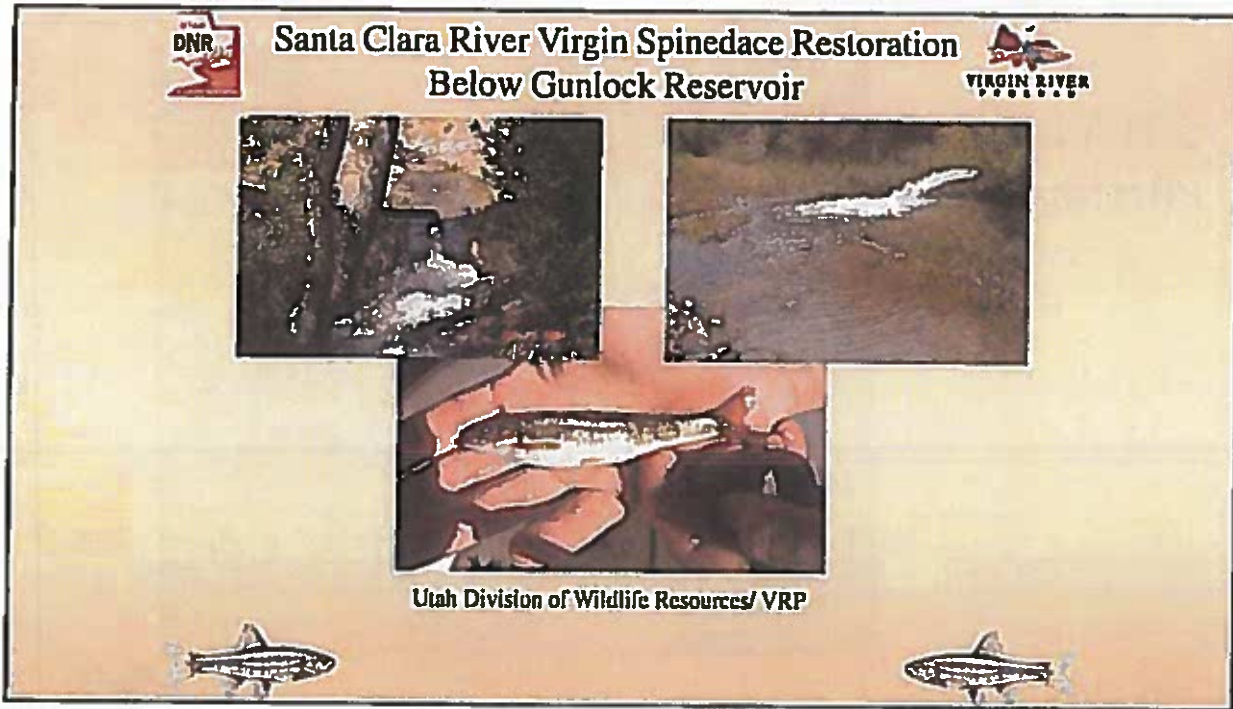
Wanda Leverett

435.635.4260 land

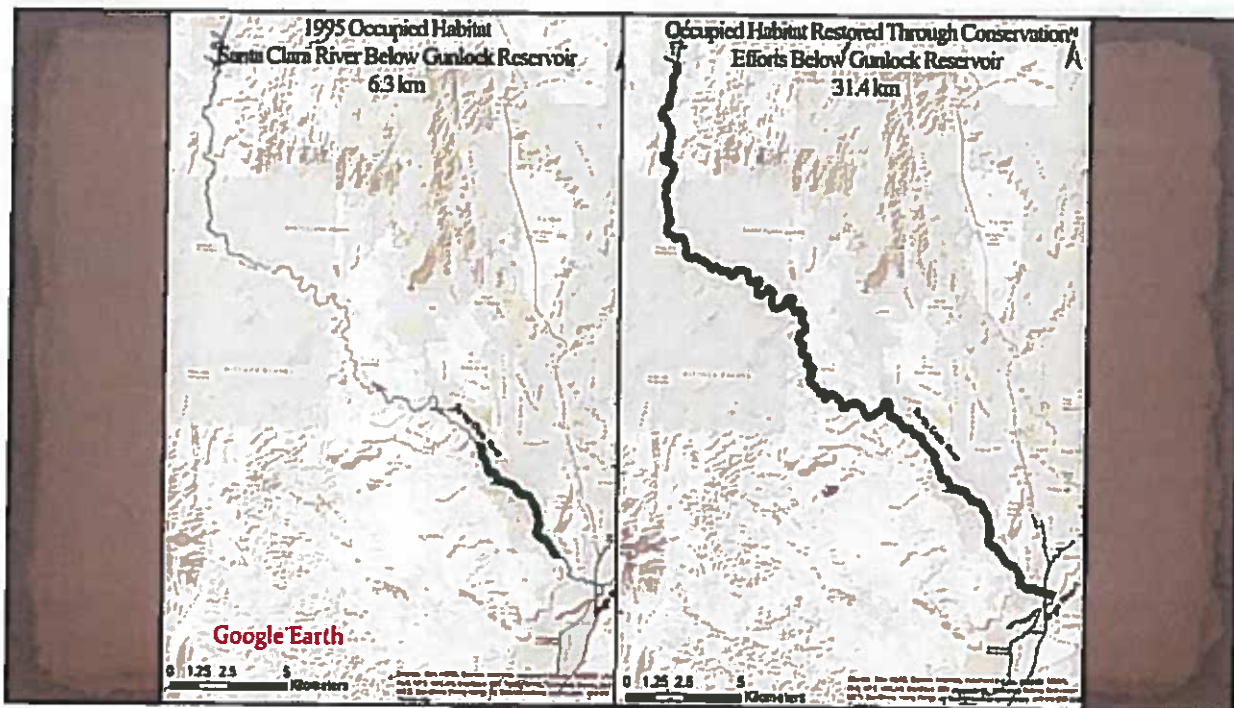
435.632.0116 cell

<WCWCD parcel map.pdf>

<WCWCD parcel map aerial 2021.pdf>



3



4

Virgin River Camping

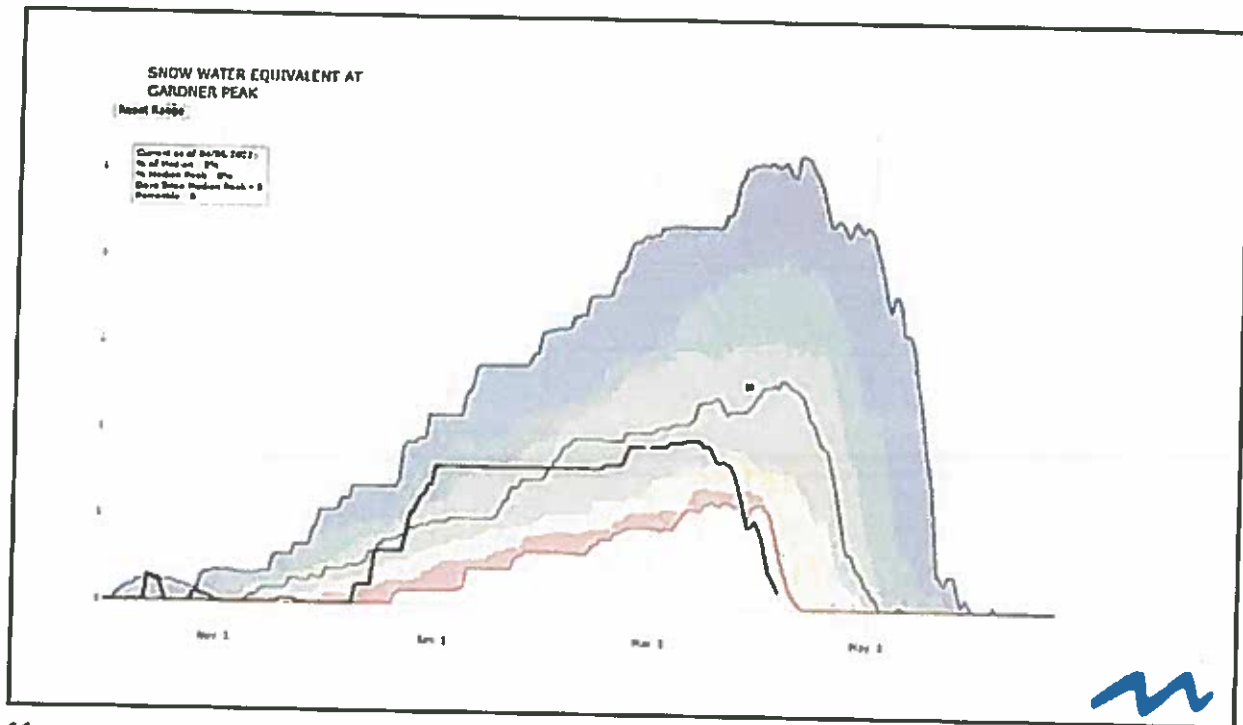


7

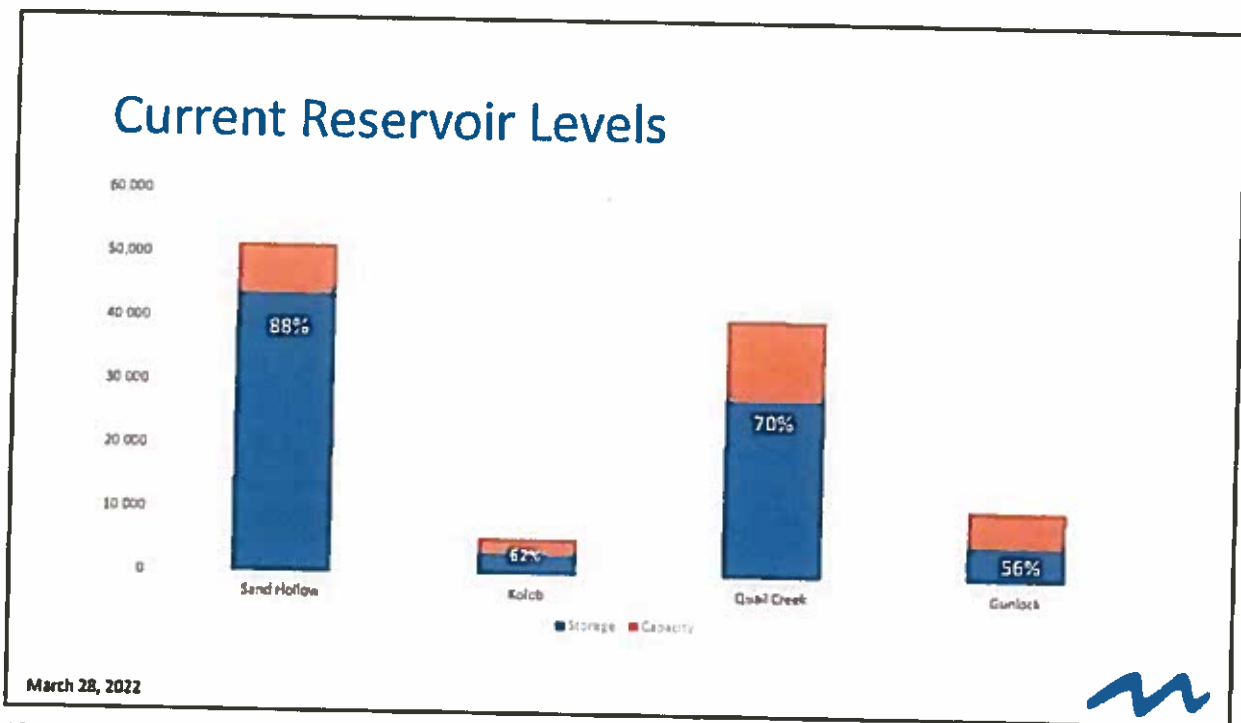
Camping on District Land



8



11



12