

Interlocal Cooperation Agreement between MIDA and Utah County

This Interlocal Cooperation Agreement (“**Agreement**”) is made and entered into as of December 1, 2023 (the “**Effective Date**”) by and between the Military Installation Development Authority, a public corporation and political subdivision of the State of Utah (“**MIDA**”) and Utah County, a political subdivision of the State of Utah (the “**County**”). Individually each may be referred to as “**Party**” and collectively as “**Parties**”.

Recitals:

WHEREAS, pursuant to Chapter 1, Title 63H Utah Code annotated 1953, as amended (“**MIDA Act**”), MIDA is an “independent, nonprofit, separate body corporate and politic, with perpetual succession and statewide jurisdiction, whose purpose is to facilitate the development of land within a project area or on military land associated with a project area”; and

WHEREAS, MIDA, working with the Utah Department of Veterans and Military Affairs, the County, and Storyteller Canyon Property Owner, LP, a Delaware limited partnership and its affiliates (“**Sundance Owner**”), the owner and operator of the Sundance Resort, intends to create the Sundance Project Area, as shown in Exhibit A (“**Sundance Project Area**”) pursuant to the MIDA Act; and

WHEREAS, Storyteller Canyon Inn Owner, LP, a Delaware limited partnership and an affiliate of Sundance Owner (the “**Sundance Inn Owner**”), desires to construct an approximately 62-room inn (the “**Inn**”) within the Sundance Project Area to provide lodging for the Sundance Inn Owner’s guests and invitees, including severely wounded military veterans and their families who during their stay will be participating in a program, provided by an affiliate of the Sundance Owner, of immersive rehabilitative sports and recreation programing specifically designed for severely wounded veterans; and

WHEREAS, MIDA and the County are focused on the development and operation of the Inn in order to provide the rehabilitation services to wounded military veterans; and

WHEREAS, pursuant to the MIDA Act and the Interlocal Cooperation Act, MIDA desires to share certain revenues with the County in connection with the development of the Sundance Project Area and the County’s agreement to provide municipal services and permitting and inspection services to the Sundance Project Area, as set forth below; and

WHEREAS, the County, in this Agreement, consents to the boundary of the Sundance Project Area (“**Boundary**”); and

WHEREAS, pursuant to the MIDA Act, MIDA, at §63H-1-201(3)(i), has “exclusive police power within a project area to the same extent as though the authority were a municipality, including the collection of regulatory fees,” and neither MIDA nor any land included in a project area is subject to “Title 17, Chapter 27a, County Land Use, Development and Management Act” nor are they subject

to “ordinances or regulations of a county or municipality including those relating to land use, health, business license, or franchise” (collectively referred to herein as “**MIDA’ s Exclusive Authority**”); and

WHEREAS, as part of the MIDA Act, at §63H-1-201(3)(q), MIDA may contract with a political subdivision of the state for the provision of municipal services within a project area, and pursuant to this Agreement, MIDA and the County contract for the provision of certain municipal services and permitting and inspection services in the Sundance Project Area pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Sundance Owner owns the property within the Boundary of the Sundance Project Area, and has indicated that it will consent to being part of the Sundance Project Area; and

WHEREAS, this Agreement establishes a Development Fund from monies generated from the Sundance Project Area and sets forth how that fund shall be divided and used with the Sundance Project Area; and

WHEREAS, this Agreement is effective on the Effective Date, but it shall terminate, and not go into effect as if this Agreement had never been executed by the Parties, if MIDA has not created the Sundance Project Area by December 31, 2023, as such date may be extended, as provided herein;

Agreement:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants made herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. TERM.

- a. This Agreement shall commence on the Effective Date and shall continue for 50 years after the Effective Date, except as provided in Subsection 1(b).
- b. This Agreement shall automatically terminate on January 1, 2024 (as the said date may be extended pursuant to Subsection 1(c) below, the “**Termination Date**”), if by December 31, 2023 MIDA has not completed the creation of the Sundance Project Area.
- c. The Termination Date may be extended by the MIDA Executive Director for up to six (6) months. Any extension beyond June 30, 2024, shall be agreed to by the Parties’ governing bodies.

2. PROJECT AREA/COUNTY CONSENT. MIDA intends to create the Sundance Project Area, which consists of the property shown in Exhibit A. This Agreement shall govern all property in the unincorporated County within the Sundance Project Area. The County hereby irrevocably consents to the inclusion of the property shown in Exhibit

A in the Sundance Project Area. No other unincorporated property may be added to the Sundance Project Area without the County first adopting another resolution consenting to additional property being added.

3. POLICE POWERS. Pursuant to the MIDA Act, including more specifically at §63H-1-201(3)(i), MIDA hereby retains and shall have the exclusive right to exercise all of MIDA's Exclusive Authority within Sundance Project Area subject only to those reservations and delegations of authority expressly set forth in this Agreement, including without limitation the delegation of land use authority to the County provided for in Section 7 hereof.

4. MUNICIPAL SERVICES.

a. The property to be included in the Sundance Project Area is in unincorporated Utah County. Pursuant to §63H-1-201(3)(q) of the MIDA Act, for any property in the Sundance Project Area that is located within unincorporated Utah County, the County shall provide normal and customary municipal and county services which it currently or in the future provides to other unincorporated land within the county, including, but not limited to, police protection through the Utah County Sheriff's Department, snow removal on county owned roads, health department inspections and other services, maintenance of county owned roads and other county owned rights-of-way, animal control, flood control of public properties, courts and prosecution, health department services, and notwithstanding Subsection 4(c), fire services (collectively, the "**Municipal Services**"), subject to Section 4(j) hereof. Municipal Services does not include government approvals or services for which a government permit or inspection is required and a corresponding fee is charged by the governmental entity under applicable ordinances to pay for the service provided, including road grading permits and inspections; building permits, inspections, and certificates of occupancy; and, business licenses ("**Permitting and Inspection Services**"), which shall be governed as provided in Section 6 hereof.

b. If any part of property included in the Sundance Project Area is annexed or incorporated into a municipality, the County shall not have any further responsibility or right to provide Municipal Services to such property unless otherwise provided by law or separate agreement between MIDA and the County.

c. The Parties recognize that some municipal type services, such as the providing of water, sewer, wastewater treatment, and refuse collection, may be provided by separate service districts, which although organized by the County are separate and distinct legal entities and political subdivisions of the state ("**Service Districts**"). As necessary, MIDA will enter into separate agreements with the existing Service Districts for the

provision of services by the applicable Service District. In the event any service currently provided by the County is transferred to a Service District that has an interlocal cooperation agreement with MIDA, MIDA understands and agrees that such service will no longer be provided to the Sundance Project Area by the County. If a new Service District is created, then the cost of the service provided by the new Service District shall be deducted from the Municipal Services Revenue Fund proceeds paid to the County, as provided in Section 5, and the deduction shall be used to offset the new cost to the property owners imposed by the new Service District for the same level of service provided prior to the creation of the new Service District. The offset shall not apply to the cost for an enhanced level of service provided by the new Service District. Subject to the foregoing, the offset shall be determined by the County Commission and the MIDA Executive Director.

- d. Subject to Subsection 4(j) hereof, MIDA may if it elects, but shall have no responsibility to provide Municipal Services in the Sundance Project Area, except to provide financial remuneration to the County for Municipal Services provided by the County from the Municipal Services Revenue Fund (defined below), as provided in Section 5 hereof. Such remuneration shall be payable only from the Municipal Services Revenue Fund, which revenue shall be collected solely from property in the Sundance Project Area that is located in unincorporated Utah County at the time it is collected.
- e. In the event the County determines in its sole discretion that the funds provided by MIDA for the Municipal Services are insufficient to offset the costs of providing such services, the County shall give MIDA written notice of such determination. The Parties may then negotiate the amounts to be paid to the County. If the Parties are unable to reach an agreement on the amount of municipal service funds to be paid to the County, or the County determines for any other reason that it is unwilling to continue providing Municipal Services, the County may upon 180 calendar days' written notice decline to further provide Municipal Services to the Sundance Project Area. Upon the effective date of County's discontinuing to provide Municipal Services, MIDA shall terminate payment to the County under Section 5 hereof.
- f. For those portions of the Sundance Project Area located in unincorporated Utah County, with respect to which the County is providing Municipal Services as provided in this Agreement, the County's rules, ordinances and regulations applicable to the provision of such Municipal Services shall be those rules, ordinances and regulations adopted by the County, not including those approved by the Utah County Board of Health, consistent with 63H-1-202(2)(c), prior to November 8, 2023, including any vested rights relating to such property, except to the extent that new rules, ordinances and regulations are not in conflict with such vested rights and

are adopted by MIDA hereafter from time-to-time. MIDA shall take such actions as are necessary to formally adopt such rules, ordinances and regulations as the applicable regulations for the Sundance Project Area, and shall provide the County with written notice of any material differences between the County's existing rules, ordinances and regulations and those formally adopted by MIDA at the time of such adoption, as well as written notice of any material amendments thereto approved and adopted by MIDA from time-to-time in the future. Notwithstanding the foregoing, the County will only be required to provide the Municipal Services at the same level as to other unincorporated areas of the County.

- g. Any fees or taxes levied as of the date of this agreement by the County shall be retained by the County. No new fees or generally applicable taxes shall be levied by the County or payable by MIDA or any property owner within the Sundance Project Area with respect to Municipal Services except for those taxes to be placed in the Municipal Services Revenue Fund as contemplated by Section 5 hereof. This limitation is not applicable to the County's transient room tax levied and collected on hotels in the County (excluding the Inn and any other property located within the Sundance Project Area that from time-to-time is subject to the MIDA Accommodations Tax described in Section 11 hereof).
- h. The County shall not discriminate against the property, businesses, or residents of the Sundance Project Area but shall provide the Municipal Services to the Sundance Project Area in the same manner and to the same extent that the County provides such Municipal Services to the balance of the County.
- i. The County shall indemnify, release, and hold MIDA harmless from any and all claims, damages, suits, liabilities, and attorney's fees of whatever nature (collectively, "**Claims**") which may arise from the County's control and provision of the Municipal Services but only to the extent that the County would have liability for such Claims absent the existence of MIDA and the Sundance Project Area. MIDA shall indemnify, release and hold the County harmless for any and all Claims which arise out of MIDA's acts and decisions regarding land use decisions and Municipal Services MIDA provides. The status of each party as a political subdivision of the state of Utah and the limitations on each party's liability under this agreement are further described and established in Sections 14 and 15 and applicable law.
- j. In the event the County does not timely provide any of the Municipal Services to any portion of the Sundance Project Area in accordance with this Section 4 and applicable law, as determined by MIDA in its sole discretion, MIDA shall have the right upon a minimum of sixty (60) days prior written notice to the County, to: (i) remove, in whole or in part, the Municipal Services for the Sundance Project Area from the County's obligations hereunder, and to have such Municipal Services provided by

another service provider; or (ii) supplement, in whole or in part, such Municipal Services with another service provider. However, prior to implementing either (i) or (ii) above, in MIDA's 60-day notice it shall outline the reason for the determination and allow the County an opportunity to cure the problem. If the County chooses to make changes to rectify the issue(s) identified by MIDA, within the 60-day time period the County shall provide a written response to MIDA with detailed changes and a reasonable timeline for such changes that the County will immediately implement if MIDA will withdraw the determination. If MIDA finds the proposed changes or timeline unsatisfactory it may proceed forward with implementing subpart (i) or (ii). During such 60-day notice period, MIDA may implement subpart (ii) on a temporary basis until either the cure is effectuated by the County or MIDA exercise its rights under the immediately foregoing sentence. In either case, the cost to MIDA of providing (or having a third party provide) the removed or supplemental municipal services, together with a reasonable administrative fee, shall be paid to MIDA from the Municipal Services Revenue Fund. The County shall not receive any part of the Municipal Services Revenue Fund if the County is removed entirely as the municipal service provider for the Sundance Project Area. MIDA reserves the right, without cost to the County, to supplement any such services itself or through a third-party service provider at any time and from time to time.

- k. If MIDA determines it necessary to use a different municipal services provider, it shall hire a party only after consultation with the Conference Subcommittee, defined in Section 21.

5. PAYMENTS FOR MUNICIPAL SERVICES AND TAX COLLECTION AND ASSESSMENT COST.

- a. Pursuant to the MIDA Act, MIDA will receive tax revenue from the following sources, which tax revenue shall be paid into a designated fund to pay for municipal services in the Sundance Project Area (the "**Municipal Services Revenue Fund**"):
 - i. The County's portion of any property tax remaining after MIDA is paid the property tax allocation, also defined as "dedicated tax collections" in the MIDA Act, collected from the Sundance Project Area;
 - ii. A municipal energy tax in the Sundance Project Area, except municipal energy tax revenues generated from the Inn if authorized by the MIDA Act;

- iii. A transient room tax from the Sundance Project Area authorized by the MIDA Act; and
- iv. A telecommunications tax from the Sundance Project Area, except telecommunications tax revenues generated from the Inn if authorized by the MIDA Act.

Notwithstanding the foregoing, the taxes listed above that are generated from the Inn shall not be included in the Municipal Services Fund but shall be included in the Development Fund (defined below) as more fully set forth below.

- b. For providing the Municipal Services in the Sundance Project Area, but subject to Subsection 4(j) above, MIDA shall remit all of the Municipal Services Revenue Fund to the County, less any amounts needed to pay for MIDA's administrative, overhead, legal, and other operating expenses attributable to the Sundance Project Area (including, without limitation, amounts required by MIDA to pay for supplemental or substituted municipal services, including those acquired from third-parties, pursuant to Subsection 4(j) above).
 - i. MIDA shall remit such funds to the County within 30 calendar days of receipt of the funds.
 - ii. The County shall use the funds, as it determines in its sole discretion, to provide the Municipal Services in the Sundance Project Area, and as otherwise allowed under applicable law. The County does not have to account to MIDA in how it is using Municipal Service Revenue Fund and is only subject to providing the Municipal Services, as provided in Section 4.
- c. If the County creates a new Service District to provide a service already provided by the County as part of the Municipal Services, the taxes, fees or costs charged by the new Service District to provide such services shall be offset as described in Subsection 4(c).
- d. If the County has provided notice of its decision to cease providing Municipal Services, as provided in Subsection 4(e), MIDA shall terminate any further payments to the County from the Municipal Services Revenue Fund after the effective date when the County's provision of the Municipal Services cease.
- e. In addition to the payment for Municipal Services provided by the County, MIDA shall annually pay the County from the property tax allocation MIDA receives from the Sundance Project Area an amount equal to the county additional property tax or multicounty assessing and collecting levy imposed in accordance with Section 59-2-1602 of the Utah Code that the

County would have received had MIDA not collected the property tax allocation (“**County Collection Levy**”). MIDA agrees to pay this amount on an annual basis within 30 days of MIDA’s receipt of the property tax allocation.

6. PERMITTING AND INSPECTION SERVICES.

- a. Pursuant to MIDA’s Exclusive Authority, MIDA has the responsibility to provide for Permitting and Inspection Services. Utah law provides that fees charged for Permitting and Inspection Services shall be reasonably commensurate to the cost to provide the service.
- b. MIDA may provide an administrator and support services to coordinate the Permitting and Inspection Services for the Sundance Project Area. In addition to the standard fee charged for Permitting and Inspection Services, MIDA may add an administrative charge of not more than 10% (the “administrative surcharge”) to pay for the costs of the administrator and support services.
- c. Pursuant to §63H-1-201(3)(q) of the MIDA Act, for any property in the Sundance Project Area that is located within unincorporated Utah County, the County shall provide Permitting and Inspection Services and approvals using its own employees and/or third-party contractors, unless those services and approvals are the responsibility of another applicable state or federal agency. MIDA shall pay to the County the fees collected less the administrative surcharge. Without limiting the foregoing, for administrative convenience and coordination purposes, in lieu of MIDA directly collecting the fees, MIDA may designate the County as the place where an application for the Permitting and Inspection Services is to be submitted and related fees paid.
- d. If MIDA determines, in its sole discretion, that any of the Permitting and Inspection Services are not being provided in a timely manner, MIDA may contract with a third party to provide the particular service in lieu of the County providing such Service. However, prior to contracting with the third party, MIDA shall give sixty (60) calendar days prior written notice to the County outlining the reason for the determination and allow the County an opportunity to cure the problem. If the County chooses to make changes to rectify the issue(s) identified by MIDA, within the 60-day time period the County shall provide a written response to MIDA with detailed changes and a reasonable timeline for such changes that the County will immediately implement if MIDA will withdraw the determination. If MIDA finds the proposed changes or timeline unsatisfactory it may proceed forward with contracting with a third party. During such 60-day notice period, MIDA may contract with any third party on a temporary basis until either the cure is

effectuated by the County or MIDA exercises its right under the immediately foregoing sentence. Such third party will be selected only after consultation with the Conference Subcommittee defined in Section 21. If the County determines in its sole discretion, it is unable or unwilling to provide such services, the County may, upon 180 calendar days' written notice, decline to provide permitting and inspection services.

7. LAND USE APPROVALS. Pursuant to MIDA's Exclusive Authority, MIDA hereby designates the following applicable land use laws and administrative review authorities within the Sundance Project:

- a. MIDA designates and authorizes the County as the land use authority in the Sundance Project Area, specifically authorizing the County to utilize the Utah County Land Use Ordinance, as amended from time to time. MIDA hereby adopts, ratifies, and authorizes all of the County's land use decisions made on the Sundance Project Area prior to the date of this Agreement, as if they had been made by MIDA.
- b. In the Sundance Project Area, no land use approvals from MIDA shall be required, and the County shall be the final land use authority for all purposes, except the right of appeal to the MIDA Board, as provided below.
- c. Land use decisions made by the County, as provided under the Utah County Land Use Ordinance, where all administrative remedies have been exhausted and the only action remaining is an appeal to district court are final land use decisions ("**County Final Land Use Decisions**"). County Final Land Use Decisions may be appealed to the MIDA Board, as provided herein, and then would go to the district court. Appeals of a County Final Land Use Decision shall be made to the MIDA Board pursuant to rules and procedures established by the MIDA Board. The appeal shall be filed in writing within 30 days of the date the County Final Land Use Decision is made, setting forth the reasons for the appeal and the alleged errors made by the County. Prior to the appeal being heard by the MIDA Board, the Conference Subcommittee shall review the appeal as provided in Section 21.
- d. The County shall indemnify and hold MIDA harmless, including for any attorney's fees, for any liability resulting from MIDA's approval of the County land use decisions and approvals described herein or made or issued after the date hereof. Except, if MIDA does not uphold a County Final Land Use Decision on appeal, then MIDA shall indemnify and hold the County harmless, including for any attorney's fees, for any liability to a third party from MIDA's decision.
- e. Notwithstanding the foregoing, if legislative changes to the MIDA act unequivocally allow MIDA to authorize the delegation of all of its land use

authority in the Sundance Project Area, without a final appeal to the MIDA Board, then MIDA shall, upon approval of the MIDA Board, delegate all of its land use authority in the Sundance Project Area to the County in accordance with state law.

8. INFRASTRUCTURE DEVELOPMENT. MIDA and the County agree to cooperate and coordinate with each other so that infrastructure improvements crossing between and/or intended to serve the Sundance Project Area and other areas of the County adjacent to the Sundance Project Area are designed and installed so as to work to the betterment of both areas. In the event of any disagreement between the County and MIDA over the location, scope, or other coordination details of such infrastructure improvements crossing between land in the Sundance Project Area and land in the balance of the Sundance Project Area or land adjacent to the Sundance Project Area, the joint decision of the County (with the advice and consent of the Utah County Commission) and the MIDA Executive Director shall control.

9. DEVELOPMENT FUND. Pursuant to the MIDA Act, MIDA shall receive funds to pay for, including financing or refinancing, the development of land (including but not limited to the Inn) within the Sundance Project Area, ongoing operation of the Inn, MIDA expenses, and the cost of infrastructure and improvements, recreational resort facilities, and passenger ropeways within or outside the Sundance Project Area, as allowed in the MIDA Act. The funds that are part of the Development Fund, described in Subsection 9(a) below, shall not include tax revenue generated from the Inn, which shall be governed by Section 11. (“**Development Fund**”).

- a. Monies for the Development Fund will come from the:
 - i. 75% of the property tax allocation generated in the Sundance Project Area in accordance with the MIDA Act, less the County Collection Levy, for the 40-year period in which the property tax allocation may be collected (“**Tax Increment Period**”);
 - ii. point of sale portion of sales and use tax collected from the Sundance Project Area, in accordance with the MIDA Act;
 - iii. resort communities tax collected from the Sundance Project Area, as authorized by the MIDA Act;
 - iv. the municipal energy tax and the telecommunications tax revenue generated from the Inn, if authorized by the MIDA Act; and
 - v. a portion of the MIDA Accommodations Tax, if applicable, as set forth in Section 11.

- b. Under the MIDA Act, MIDA may use the sales and use tax and the resort communities tax in either the Municipal Services Revenue Fund or the Development Fund. Both Parties agree that given the significant infrastructure costs associated with developing and constructing the Inn, both taxes will be part of the Development Fund during the Tax Increment Period, except as provided in Subsection 5(a). Following the Tax Increment Period, the proceeds from such taxes may, if agreed by the MIDA Executive Director and the County Commission, be included in the Municipal Services Revenue Fund, and failing such agreement, shall be retained by MIDA as provided in the MIDA Act.
- c. One hundred percent (100%) of the contributions to the Development Fund generated from each property in the Sundance Project Area shall be used, consistent with the MIDA Act as follows:
 - i. For the payment of any bonds issued by MIDA to fund the Inn and any other improvements benefiting the Sundance Project Area, for the entire term of such bonds.; and
 - ii. Following the completion of any bond repayment, as set forth in Subsection 9(C)(i) above or if no bonds are issued, to the extent justified and approved by MIDA, the funds shall be used to assist the Sundance Inn Owner in the development of the Inn and infrastructure that will assist Sundance Owner and its affiliates in the development of Sundance Owner's property. All uses of these funds shall be in compliance with the terms of the MIDA Act.
- d. As between MIDA and the County, MIDA shall, in its sole discretion, determine the timing and use of the Development Fund and any development funds generated from the Sundance Project Area, consistent with the MIDA Act.
- e. Pursuant to §63H-1-502(l)(e) of the MIDA Act, the MIDA Board finds that all of the infrastructure and improvements to be constructed in the Sundance Project Area, which benefit the Sundance Project Area, are of benefit to the Sundance Project Area and this finding is adopted by the resolution approving this Agreement.
- f. MIDA finds that the use of the Development Fund to pay for infrastructure and improvements will be of benefit to the wounded military veterans and their families that use the Sundance Project Area because they will be able to use the facilities in the Sundance Project Area.
- g. MIDA is considering issuing bonds to pay for the financing of the publicly owned infrastructure and improvements. Neither the County, nor any of its political subdivisions, including any of the Service Districts, shall have any obligation to issue bonds for infrastructure or improvements the Sundance Project Area.
- h. For purposes of § 63H-1-501(2) of the MIDA Act, to begin and calculate the property tax allocation designated by MIDA resolution for any specific parcel of property

within the Sundance Project Area, if MIDA delegates to the County the responsibility to do building permit inspections with respect to a given parcel pursuant to Section 6, MIDA also designates the County as the entity to issue any certificate of occupancy required for any improvements on that parcel.

10. MIDA EXPENSES. In addition to other revenues sources or funds MIDA may have, the MIDA Act allows MIDA expenses to be taken from either the Municipal Services Revenue Fund or the Development Fund or both. However, the Parties agree that, only if needed, as reasonably determined by MIDA, MIDA expenses shall be paid from the Municipal Services Revenue Fund.

11. MIDA ACCOMMODATIONS TAX.

Subject to the requirements of the MIDA Act, MIDA may impose a MIDA Accommodations Tax of up to 15% on the Inn or other property within the Sundance Project Area. Pursuant to §63H-1-205(11) of the MIDA Act, for as long as the MIDA Accommodations Tax, if any, shall be distributed as follows: 2% of the MIDA Accommodations Tax shall be retained by MIDA (i.e., 13.33% of the total revenue generated from the tax) for its operations and the balance shall be deposited to the Development Fund (e.g. if MIDA imposes the 15% then 13% shall be used to develop the Inn and the remaining 2% shall be retained by MIDA).

12. NO SEPARATE ENTITY CREATED. No separate legal entity is created by the terms of this Agreement. There shall be no real or personal property jointly acquired by the Parties as a result of this Agreement.

13. NO THIRD-PARTY BENEFICIARIES. This Agreement and the covenants, promises, obligations and responsibilities contained herein are intended solely to establish the obligations and benefits of the respective Parties hereto. No third-party may enforce the terms of this Agreement or rely on this Agreement in any action against either of the Parties. MIDA will enter into a tax sharing agreement with the Sundance Owner which will provide Sundance Owner certain rights and benefits described in this Agreement.

14. PARTIES AS GOVERNMENTAL ENTITIES. Both Parties are governmental entities subject to the provisions of the Utah Governmental Immunity Act and the substantive and procedural protections thereof. By execution of this Agreement, neither Party waives any of the substantive or procedural defenses or protections of the Act including specifically without reservation the limitations on actions and the limitations on judgments contained therein.

15. GENERAL INDEMNITY. Subject to the provisions of this Section, each Party agrees to indemnify, release, hold harmless and defend the other party hereto from all claims, damages, liabilities, and judgments for injury to persons, loss of life, or damage to property occurring because of the negligent acts or omissions of the

indemnifying Party, its officers, or employees in connection with this Agreement.

16. INTERLOCAL ACT REQUIREMENTS.

- a. This Agreement shall be authorized by resolution or ordinance of the legislative body of each Party, pursuant to §11-13-202.5(l)(b) of the Interlocal Corporation Act;
- b. The resolution or ordinance of a Party's legislative body approving this Agreement shall specify the effective date of this Agreement, pursuant to §11-13-202.5(2) of the Interlocal Corporation Act; and
- c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to §11-13-209 of the Interlocal Corporation Act.

17. CONTRACT REPRESENTATIVE.

- a. Each Party agrees to designate a contract representative responsible for matters involving contract interpretation and performance during the term of the Agreement. The initial contract representatives shall be:
 - i. For MIDA, the Executive Director, who is currently Paul Morris or the Executive Director's designee.
 - ii. The County Commission.
 - iii. The Parties agree to provide notice to the other Party of any change in designated contract representative prior to the effective date of the transfer of responsibilities.
- b. The Parties agree that the representatives may implement and clarify this Agreement through Memorandum's of Understanding ("MOUs").

18. NOTICE. Whenever a Party is required to give notice under this Agreement, it shall be given in writing by depositing it, postage pre-paid, with the U.S. Postal Service addressed to the other Party as follows:

a. If to MIDA: Military Installation Development Authority

Attention: Executive Director
450 Simmons Way, No. 400
Kaysville, UT 84037-6722

With a copy to: Nicole Cottle
450 Simmons Way, Suite 400
Kaysville, UT 84037

b. If to the County: Utah County
Attention: Commission Chair
100 East Center Street
Provo, UT 84606

With a copy to: Utah County Attorney
Civil Division Chief
100 East Center Street
Suite 2100
Provo, UT 84606

The Parties may change the person or address where notice is given by providing written notice to the other Party.

19. AMENDMENT. The terms of this Agreement may be modified or amended at any time through execution by the Parties of a written amendment hereto. Any amendment of the Agreement shall specify the changes hereto and the effective date(s) of the changes.
20. WHOLE AGREEMENT. This Agreement, including the Exhibits hereto (which are hereby incorporated herein by reference), contains the entire agreement between the Parties, and as of the Effective Date. All promises, representations, understandings, warranties, inducements, and agreements with respect to the matters described in this Agreement have been expressed herein. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect. Any terms not specifically defined herein but defined in the MIDA Act shall have the meanings set forth in the MIDA Act.
21. AGREEMENT TO MEET AND CONFER—CONFERENCE SUBCOMMITTEE. Prior to either Party filing any legal action in a court of competent jurisdiction, it shall provide written notice to the other Party of its concerns. The Parties agree that the concerns shall be reviewed by a subcommittee consisting of the chair and vice-chair of each Party or their designees and the MIDA Board member who is appointed by the governor (“**Conference Subcommittee**”). In addition, if MIDA has any concerns regarding the County’s land use decisions on the Sundance Project Area it may request in writing a meeting of the Conference Subcommittee to discuss the matter. Further, if an appeal from the Sundance Project Area of a County Final Land Use Decision is made to MIDA, as provided in Section 8, the Conference Subcommittee shall review the appeal before it is heard by the MIDA Board. Any such request and review shall not delay any land use decisions or actions. The members of the Conference Subcommittee shall meet promptly to discuss the matter. Any decision or recommendation made by the Conference Committee is nonbinding on the Parties.

22. TERMINATION. Except for the indemnification provisions which shall survive termination, this Agreement shall automatically terminate and be of no force and effect with respect to, but only with respect to, any portion of the Sundance Project Area that is annexed or incorporated into a municipality.

IN WITNESS WHEREOF, the Parties have signed this Agreement effective as specified above.

[signature pages follow]


Military Installation Development Authority

Paul Morris
Executive Director

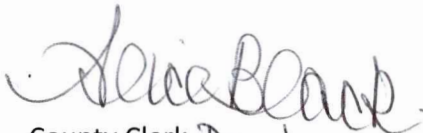
Approved as to form:

Richard Catten
Counsel

Utah County

Name: 
Title: vice chair

ATTEST:


County Clerk, Deputy

Approved as to Form:



County Attorney, Deputy

Exhibit A

To

**Sundance Project Area Interlocal
Cooperation Agreement**

Map of Sundance Project Area; Sundance Project Area; and Identification
of Sundance Project Area Parcels

4893-6629-2109, v. 5

11-1-23 DRAFT

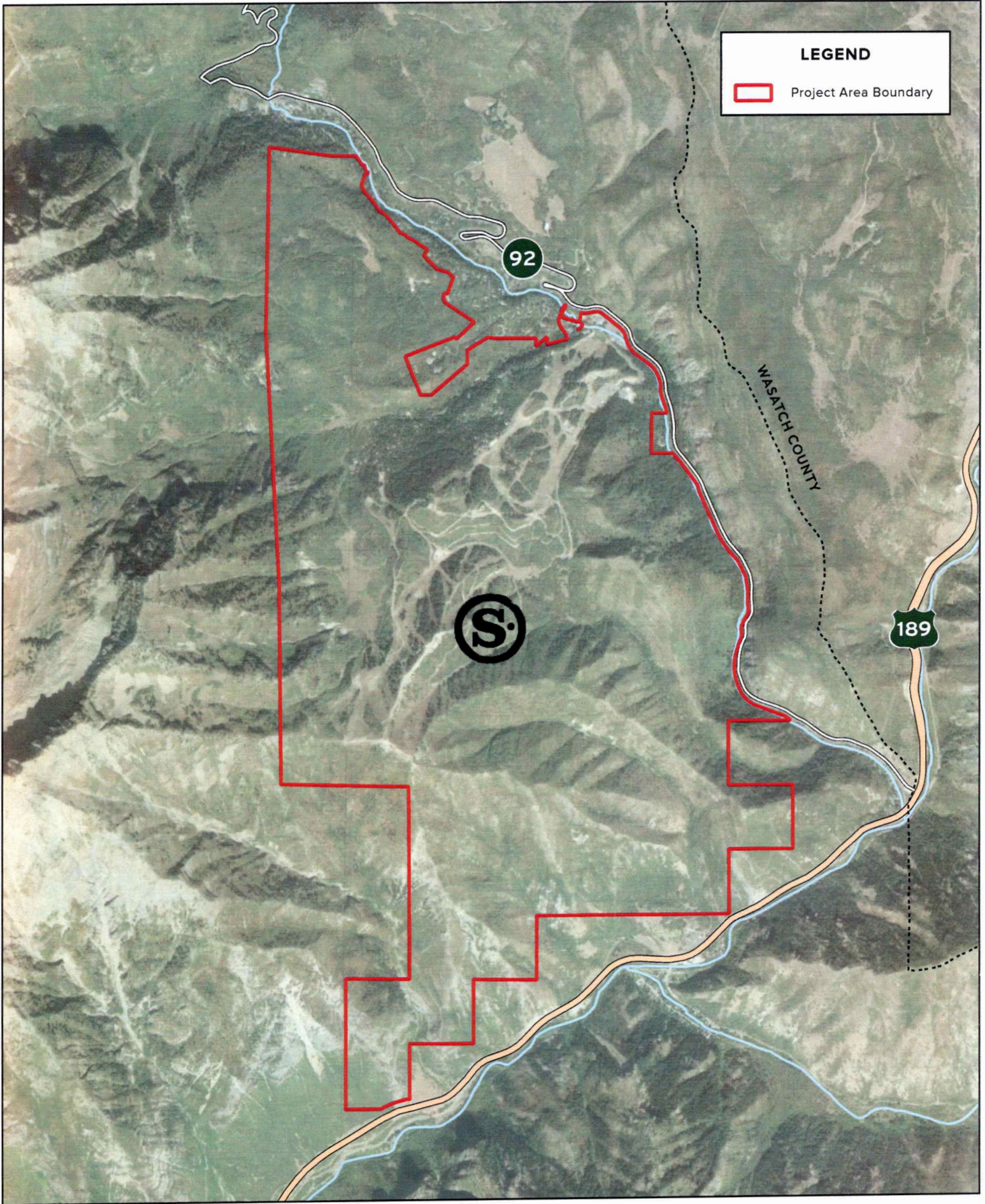


Sundance

PROJECT AREA OVERVIEW
REVISED: OCTOBER 16, 2023



0 0.25 0.5 0.75 1 Miles





Sundance

PROJECT AREA 3D VIEW

REVISED: OCTOBER 16, 2023

