

**CLOVER CREEK SOLAR  
COMMUNITY REINVESTMENT PROJECT AREA  
INTERLOCAL AGREEMENT**

**by and between the  
JUAB COUNTY COMMUNITY REINVESTMENT AGENCY  
and  
JUAB SCHOOL DISTRICT**

**THIS INTERLOCAL AGREEMENT** (this “**Agreement**”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, ~~2020~~2024 (the “**Effective Date**”), by and between the **JUAB COUNTY COMMUNITY REINVESTMENT AGENCY**, a political subdivision of the State of Utah (the “**Agency**”), and **JUAB SCHOOL DISTRICT**, a political subdivision of the State of Utah (the “**District**”). The Agency and the District may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

**A. WHEREAS** the Agency was created pursuant to the provisions of Utah redevelopment law, and continues to operate under the Limited Purpose Local Government Entities — Community Reinvestment Agency Act, Title 17C of the Utah Code (the “Act”), and is authorized thereunder to conduct urban renewal, economic development, and community development activities within Juab County, Utah (the “**County**”), as contemplated by the Act; and

**B. WHEREAS** the Agency created the Clover Creek Solar Community Reinvestment Project Area (the “**Project Area**”) and adopted the Clover Creek Solar Project Community Reinvestment Project Area Plan for the Project Area (the “**Project Area Plan**”), which Project Area Plan was amended effective as of March 18, 2024, a copy of which is attached hereto as **EXHIBIT A** and incorporated herein by this reference, which includes the legal description and a map of the Project Area, pursuant to which the Agency desires to encourage, promote and provide for development in the Project Area; and

**C. WHEREAS** the District and the Agency have previously entered into an Interlocal Agreement on or about December 9, 2020 with respect to the Project Area (the “Original Agreement”) and have agreed to amend this Agreement solely with respect to the utility-scale solar project that has been constructed within the Project Area (the “Solar Project”) to account for logistical issues resulting in the triggering of Tax Increment (as defined below) being delayed from 2022 to 2023; and

**D. WHEREAS** the District and the Agency have agreed to amend this Agreement to make the developer of the Solar Project whole for the delay in triggering the Tax Increment (as defined below) and to redirect certain funds related to housing to the developer and the taxing entities; and

**E.** ~~C.~~ **WHEREAS** the District and the Agency have determined that it is in the best interests of the District to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Solar Project Areas within the Project Area as set forth in the Project Area Plan; and

**F.** ~~D.~~ **WHEREAS** the Agency anticipates providing a portion of the tax increment (as defined in Utah Code Annotated (“UCA”) § 17C-1-102(60) (hereinafter “**Tax Increment**”)), generated from development within the Project Area, to assist in the development of the Solar Project within the Project Area as provided in the Project Area Plan; and

**G.** ~~E.~~ **WHEREAS** UCA § 17C-5-202(1) authorizes the District to consent to the payment to the Agency of a portion of the District’s share of Tax Increment generated within the Project Area (the “**District Tax Increment**”) for the purposes set forth therein; and

**H.** ~~F.~~ **WHEREAS** UCA § 11-13-215 further authorizes the District to share its tax and other revenues with the Agency; and

**I.** ~~G.~~ **WHEREAS** in order to facilitate development of the Project, the District desires to pay to the Agency a portion of the District Tax Increment generated by the Project Area in accordance with the terms of this Agreement; and

**J.** ~~H.~~ **WHEREAS** the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11, Chapter 13 of the UCA, as amended (the “**Cooperation Act**”).

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. Tax Increment.**

a. Pursuant to Sections 17C-5-202(1) and 204 of the Act and Section 11-13-215 of the Cooperation Act, the District hereby agrees and consents that the Agency shall be paid (i) thirty-five percent (35%) of the District Tax Increment generated within the Project Area, as described herein. Of. The collection of the zero percent (0%) District Tax Increment paid is subject to the Agency, the Agency anticipates allocating a deduction of up to three percent (3%) as an administrative fee, to be retained by the Agency (the “Administrative Fee”). The Administrative Fee shall be up to the ten three percent (103%) of such funds for housing in accordance with UCA § 17C-5-307 and retaining up to calculated based on the one-hundred percent (1100%) of such funds as an administration fee District Tax Increment. The Agency is authorized to begin collection of the District Tax Increment from a particular parcel upon written notice to the District prior to the beginning of the tax year for which the Agency desires to collect the District Tax Increment, which notice has been given for the 2023 tax year. The Parties agree that the 10% housing requirement under UCA § 17C-5-307 is waived as permitted in UCA § 17C-5-307(4) and no amounts will be set aside for housing. Because of the delay in triggering the District Tax Increment from 2022 to 2023, the Parties agree that an additional up to ten percent (10%) of the District Tax Increment shall be paid annually to the Agency (after

deducting the Administrative Fee) up to the aggregate amount of \$175,645.09 (the “2022 True-up Payments”) that may be used by the Agency for development of the Solar Project within the Project Area. After the 2022 True-up Payments are made in full, Agency will receive thirty-five percent (35%) of the District Tax Increment after deducting the Administrative Fee for the remainder of the collection period for the Tax Increment as provided herein. The schedule attached hereto as EXHIBIT B provides the calculation of the 2022 True-up Payments and sample calculation of payments as well as the Project Area Budget in EXHIBIT A.

b. Notwithstanding anything to the contrary herein, the Agency ~~may~~shall collect one hundred percent (100%) of the District Tax Increment generated from each tax parcel with respect to the Solar Project within the Project Area for a period of ~~not more than twenty~~twenty ~~nineteen~~nineteen (2019) years beginning with tax year 2023. The collection of the one hundred percent (100%) District Tax Increment is subject to a deduction of the Administrative Fee, to be retained by the Agency. As noted, the Administrative Fee shall be calculated based on the one hundred percent (100%) District Tax Increment. For purposes of this Agreement, the Tax Increment generated from each tax parcel includes taxes generated from and assessed against the real property and any personal property located on such parcel. ~~If~~For the avoidance of doubt, this Agreement covers all real property included in the Project Area. If additional personal property or improvements are made within the Project Area for a project other than the Solar Project, such personal property and improvements will be addressed in a separate agreement. Where the Agency collects one hundred percent (100%) of the District Tax Increment, the Agency shall transfer to the District an annual rebate amount equal to sixty-five percent (65%) of the District Tax Increment received by the Agency after deducting (i) the Administrative Fee of three percent (3%) and (ii) the additional ten percent (10%) for the 2022 True-up Payments (which is limited to an aggregate amount of \$175,645.09) no later than three (3) months following the Agency’s receipt thereof from the County Treasurer. The years for which the Agency collects Tax Increment from a tax parcel must be consecutive; in other words, once the Agency begins collecting Tax Increment from a tax parcel (also known as “triggering” Tax Increment collection), the Agency may not cease collection of Tax Increment from such tax parcel and later resume the collection of Tax Increment from such tax parcel even if the total number of years for which the Agency would collect Tax Increment from such tax parcel would be less than the 20-year limit set forth herein. The initial and cessation of Tax Increment collection by the Agency under this Agreement shall always be at the beginning and end, respectively, of the calendar year.

c. The Agency may trigger the collection of Tax Increment for any and all tax parcel(s) in the Project Area for any tax year for which the Agency is authorized to collect Tax Increment from the Project Area under this Agreement. Collection of Tax Increment may be triggered at different times for different tax parcels, but must be triggered within five (5) years from the Effective Date of this Agreement. Therefore, this Agreement will expire ~~twenty-five~~twenty-four (2524) years from the Effective Date hereof, which includes five (5) years to trigger the collection of Tax Increment, and up to ~~twenty~~twenty ~~nineteen~~nineteen (2019) years of Tax Increment collection. As noted, the trigger for the District Tax Increment for the Solar Project within the Project Area has occurred for tax year 2023. All actions taken by the Parties related to the Original Agreement are hereby ratified by the Parties.

d. The base taxable value (as defined in UCA § 17C-1-102(8)) for each tax parcel to be used for calculating the amount of Tax Increment under this Agreement shall be the combined amount of the taxable value of real property as of January 1, ~~2018~~2020, which amount is \$8,460.

e. The Parties recognize that the value of centrally-assessed property is not allocated to particular parcels within a tax area, meaning that calculations of Tax Increment for individual parcels based on personal property and locally-assessed real property values may not fully reflect the Tax Increment generated by development on a particular parcel. As such, in the event that a particular parcel from which the Agency is authorized to collect Tax Increment under this Agreement is centrally assessed, or contains a significant amount of centrally-assessed property, the Agency, in cooperation with the County Assessor, shall determine a value to be used by the County Auditor for calculating the Tax Increment generated by that parcel that allows the Agency to collect Tax Increment that reasonably reflects the value of the centrally-assessed property located on that particular parcel.

f. The District hereby authorizes and directs County officials and personnel to pay directly to the Agency all amounts due to the Agency under this Agreement in accordance with UCA § 17C-5-204 for the periods described herein.

g. The County shall maintain records of all amounts paid to the Agency under this Agreement on a parcel-by-parcel basis.

**2. Authorized Uses of Tax Increment.** The Parties agree that the Agency may apply the Tax Increment collected hereunder to encourage development within the Project Area as deemed appropriate by the Agency and contemplated in the Project Area Plan, including but not limited to the cost and maintenance of public infrastructure and other improvements located within or benefitting the Project Area, incentives to developers or participants within the Project Area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act.

**3. No Third-Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the Parties to this Agreement, no person or entity is an intended third-party beneficiary under this Agreement.

**4. Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts upon which this Agreement is based, including representations of the Agency concerning the Project and the Project's benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, after having completed its own due diligence and investigation.

**5. Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act.

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Section 11-13-202.5(3) of the Cooperation Act.

c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act.

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act.

e. The term of this Agreement shall commence on the publication of the notice required by Section 17C-5-205 of the Act and shall continue through the date on which all of the final payment of Tax Increment as described herein has been paid to the Agency as provided herein.

f. Following the execution of this Agreement by all Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of all Parties in accordance with Section 11-13-219 of the Cooperation Act and Section 17C-5-205 of the Act.

**6. Modification and Amendment.** Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by all Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

**7. Further Assurance.** Each of the Parties hereto agrees to cooperate in good faith with the others, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement. The Parties further agree to take any actions as may be required by or in compliance with the Act or the Cooperation Act as necessary.

**8. Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

**9. Interpretation.** The terms “include,” “includes,” “including” when used herein shall be deemed in each case to be followed by the words “without limitation.”

**10. Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

- a. such holding or action shall be strictly construed;
- b. such provision shall be fully severable;
- c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;
- d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
- e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

**11. Authorization.** Each of the Parties hereto represents and warrants to the others that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

**12. Time of the Essence.** Time shall be of the essence in the performance of this Agreement.

**13. Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

**14. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**15. Incorporation of Exhibits.** The exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

**ENTERED** into as of the day and year first above written.

*[Remainder of page intentionally left blank; signature pages to follow]*

**AGENCY'S SIGNATURE PAGE TO INTERLOCAL AGREEMENT**

**JUAB COUNTY COMMUNITY  
REINVESTMENT AGENCY**

**By:** \_\_\_\_\_

**Name:**

**Title:**

*Attest:*

**By:** \_\_\_\_\_

**Name:**

**Title:**

**Attorney Review for the Agency:**

The undersigned, as attorney for the Juab County Community Reinvestment Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law [including Utah Code Ann. § 17C-5-204\(5\)\(a\)](#).

\_\_\_\_\_  
Name:

Title: Attorney for the Juab County Community Reinvestment Agency

*[Signatures continue]*

**DISTRICT'S SIGNATURE PAGE TO INTERLOCAL AGREEMENT**

**JUAB SCHOOL DISTRICT**

**By:** \_\_\_\_\_

**Name:**

**Title:**

*Attest:*

**By:** \_\_\_\_\_

**Name:**

**Title:**

**Attorney Review for the District:**

The undersigned, as attorney for JUAB SCHOOL DISTRICT, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law [including Utah Code Ann. § 17C-5-204\(5\)\(a\)](#).

\_\_\_\_\_  
Name:

Title: Attorney for JUAB SCHOOL DISTRICT



**EXHIBIT A**  
**PROJECT AREA PLAN & BUDGET**  
(attached)

Clover Creek Solar CRA Budget

Project Cost	\$86,000,000
Less CRA Fee	(\$1,450,000)
Incremental Value	\$84,550,000

	AMI		\$/w	Estimated Cost
Estimated Project Costs	70		\$0.75	\$59,107,500

20 year \$1,705,820  
15 year \$1,697,978

Project Assessment			Tax Increment Generation					CRA Tax Increment Allocation		CRA Tax Increment Dollars (per %)						
Incremental Value	Incremental Sales	Incremental Transferable Value	Juab County	Juab School District	Fire District	Water Conservancy	Water	% for Housing	CRA Allocation 100%	Less Housing	Total Tax Remaining	\$ to Juab County	\$ to Juab School District	\$ to Fire District	\$ to Water Conservancy	\$ to Water
2018	2018	2018	45%	35%	0%	45%	45%	10%	100%							
2019	2019	2019	45%	35%	0%	45%	45%	10%	100%							
2020	2020	2020	45%	35%	0%	45%	45%	10%	100%							
2021	2021	2021	45%	35%	0%	45%	45%	10%	100%							
2022	2022	2022	45%	35%	0%	45%	45%	10%	100%							
2023	2023	2023	45%	35%	0%	45%	45%	10%	100%							
2024	2024	2024	45%	35%	0%	45%	45%	10%	100%							
2025	2025	2025	45%	35%	0%	45%	45%	10%	100%							
2026	2026	2026	45%	35%	0%	45%	45%	10%	100%							
2027	2027	2027	45%	35%	0%	45%	45%	10%	100%							
2028	2028	2028	45%	35%	0%	45%	45%	10%	100%							
2029	2029	2029	45%	35%	0%	45%	45%	10%	100%							
2030	2030	2030	45%	35%	0%	45%	45%	10%	100%							
2031	2031	2031	45%	35%	0%	45%	45%	10%	100%							
2032	2032	2032	45%	35%	0%	45%	45%	10%	100%							
2033	2033	2033	45%	35%	0%	45%	45%	10%	100%							
2034	2034	2034	45%	35%	0%	45%	45%	10%	100%							
2035	2035	2035	45%	35%	0%	45%	45%	10%	100%							
2036	2036	2036	45%	35%	0%	45%	45%	10%	100%							
2037	2037	2037	45%	35%	0%	45%	45%	10%	100%							
2038	2038	2038	45%	35%	0%	45%	45%	10%	100%							
2039	2039	2039	45%	35%	0%	45%	45%	10%	100%							
2040	2040	2040	45%	35%	0%	45%	45%	10%	100%							
2041	2041	2041	45%	35%	0%	45%	45%	10%	100%							
2042	2042	2042	45%	35%	0%	45%	45%	10%	100%							
2043	2043	2043	45%	35%	0%	45%	45%	10%	100%							
2044	2044	2044	45%	35%	0%	45%	45%	10%	100%							
2045	2045	2045	45%	35%	0%	45%	45%	10%	100%							
2046	2046	2046	45%	35%	0%	45%	45%	10%	100%							
2047	2047	2047	45%	35%	0%	45%	45%	10%	100%							
2048	2048	2048	45%	35%	0%	45%	45%	10%	100%							
2049	2049	2049	45%	35%	0%	45%	45%	10%	100%							
2050	2050	2050	45%	35%	0%	45%	45%	10%	100%							

EXHIBIT B

2022 TRUE-UP PAYMENTS CALCULATIONS

(Attached)

30799298\_v4<sup>3</sup>

Document comparison by Workshare Compare on Thursday, February 8, 2024  
3:48:36 PM

Input:	
Document 1 ID	iManage://DMS.HOLLANDHART.COM/WORKSITE/30799298/1
Description	#30799298v1<WORKSITE> - AES - Clover Creek - Juab County School Board Interlocal Agreement - Amendment
Document 2 ID	iManage://DMS.HOLLANDHART.COM/WORKSITE/30799298/3
Description	#30799298v3<WORKSITE> - AES - Clover Creek Solar - Juab School District Interlocal Agreement - Amendment
Rendering set	Standard

Legend:	
<u>Insertion</u>	
<del>Deletion</del>	
<u>Moved from</u>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	52
Deletions	28
Moved from	0
Moved to	0
Style changes	0
Format changes	0

Total changes	80
---------------	----