

First Amendment
to the Interlocal Cooperation Agreement
Between
MIDA
and
Tooele City Corporation

This First Amendment (“**First Amendment**”) to the Interlocal Cooperation Agreement between MIDA and Tooele City Corporation, dated August 22, 2024 (the “**Interlocal Agreement**”) is made and entered into as of December 17, 2025 (the “**Effective Date**”) by and between the Military Installation Development Authority, a public corporation and political subdivision of the State of Utah (“**MIDA**”) and Tooele City Corporation, a charter city and political subdivision of the State of Utah (the “**City**”). 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 (the “**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 National Guard and various cities and counties in Utah, including Tooele City, approved the creation of the Utah National Guard Project Area, on August 22, 2024, pursuant to the MIDA Act; and

WHEREAS, pursuant to the MIDA Act and the Interlocal Cooperation Act (Chapter 13, Title 11 Utah Code annotated 1953), the City and MIDA, entered into the Interlocal Agreement, which sets forth the rights and obligations of the Parties with respect to property within the City and also within the Project Area; and

WHEREAS, the lands within the Project Area and will be used to construct improvements and infrastructure in support of the military and military personnel, both active duty military personnel, reserve personnel, and veterans, all in keeping with the military support mission of MIDA and the terms of the MIDA Act, and

WHEREAS, MIDA and the City have determined that it will be advantageous to each Party and further the military mission of MIDA to add additional property located within the City and described in Exhibit A to this First Amendment, to the Project Area; and

WHEREAS, the City, in this First Amendment, consents to the inclusion of the property described in this First Amendment in the Project Area; and

WHEREAS, MIDA and the City desire to amend the Interlocal Agreement to add the property set forth in Exhibit A to this First Amendment to the Project Area (the “**Additional Property**”) and to describe specific conditions related to the addition of the property.

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 that the Interlocal Agreement shall be amended by the addition of the following:

1. Consent. The City hereby irrevocably consents to the Additional Property, as described in Exhibit A to this First Amendment to the Project Area, being included within the boundaries of, and made a part of, the Utah National Guard Project Area.

2. Collection of Taxes. Notwithstanding anything in the Interlocal Agreement to the contrary, the Parties agree that MIDA shall not collect the taxes set forth in the Interlocal Agreement from the Additional Property, including the property tax allocation, until such collection of taxes related to the Additional Property is authorized by a resolution or ordinance of the MIDA Board. This provision shall not apply to any other properties within the Project Area, specifically including those described in Exhibit A to the Interlocal Agreement.

3. Interlocal Cooperation Act Requirements.

 a. This Amendment shall be authorized by resolution or ordinance of the legislative body of each Party, pursuant to §11-13-202.5(1)(b) of the Interlocal Corporation Act;

 b. The resolution or ordinance of a Party’s legislative body approving this Amendment shall specify the effective date of this Amendment, pursuant to §11-13-202.5(2) of the Interlocal Corporation Act; and

 c. A duly executed original counterpart of this Amendment shall be filed with the keeper of records of each Party pursuant to §11-13-209 of the Interlocal Corporation Act.

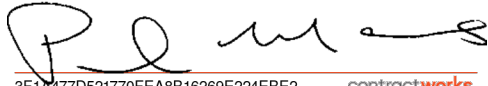
4. Other Terms And Conditions. All other terms and conditions of the Interlocal Agreement, including the recitals at the beginning of the Interlocal Agreement, not specifically amended or added herein, remain unchanged and in full force and effect. In the case of any conflict between the terms of the Interlocal Agreement and this Amendment, the terms of the Amendment shall govern.

5. MULTIPLE COUNTERPARTS

This Amendment may be executed electronically or with the affixing of facsimile signatures, and in multiple counterparts, each counterpart of which shall, for all purposes, be deemed original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Interlocal Cooperation Agreement between MIDA and Tooele City Corporation as of the Effective Date set forth above.

Military Installation Development Authority



3F1A477D521770FEA8B16269E224EBE2 contractworks. 12/17/2025

Paul Morris
Executive Director

Approved as to Form:

Richard Catten

F7FF88D9EF579F8BB51DC64374392EBB contractworks. 12/17/2025

Richard Catten
Counsel to MIDA

Tooele City Corporation

Debra E Winn

63F0BA005EE79D3787F2E69F33994803 contractworks. 12/18/2025

Debra E. Wynn
Mayor

ATTEST:

Shilo Baker

5B0CCC45B075DE386BD00C1907A8E879 contractworks. 12/22/2025

City Recorder

Approved as to Form:

Matt Johnson

2D5A27A21A921D990C71D58D9DF99496 contractworks. 12/18/2025

Tooele City Legal Counsel

**Exhibit A
To**

**First Amendment to
Interlocal Cooperation Agreement
between MIDA and Tooele City
Corporation**

Legal Descriptions and Maps of Additional Property

B-1 Tooele South Parcel (1) TEAD adjacent

LOT 2, TOOELE COUNTY JAIL SUBDIVISION, A SUBDIVISION OF TOOELE CITY. OUT OF 15-92-1B FOR 2012 YEAR. 97.443 AC ----- LESS 0.06 AC TO SOUTH MOUNTAIN ROAD AS RECORDED ON DEDICATION PLAT ENTRY# 357038. OUT OF 17-96-2 FOR 2012 YEAR. 97.383 AC

B-2

BEG S 0°26'19" E 1347.06 FT AL THE SEC LI & N 89°33'41" E 489.53 FT FR THE W ¼ COR OF SEC 10, T3S, R4W, SLB&M RUN TH N 89°41'08" E 584.97 FT; TH S 0°26'19" E 505.60 FT TO A PT ON THE UNION PACIFIC R/W LI; TH S 43°55'02" W 10.33 FT AL SD R/W LI; TH S 89°41'08" W 592.78 FT; TH N 0°26'19" W 497.97 FT; TH NELY 23.59 FT AL THE ARC OF 15.00 FT RADIUS CURVE TO THE RIGHT (CENTER BEARS N 89°33'41" E & LONG CHORD BEARS N 44°37'25" E 21.24 FT THROUGH A CENTRAL ANGLE OF 90°07'27") TO THE POB. OUT OF 2-144-1 FOR 99 YEAR. 7.06 AC 03/21/2000 03/21/2000

B-3

BEG S 0°26'19" E 824.26 FT ALG SEC LI AND N 89°33'41" E 864.50 FT FROM W 1/4 COR SEC 10, T3S, R4W, SLB&M AND RUN; TH N 89°41'08" E 389.89 FT; TH S 0°25'51" E 442.58 FT; TH SWLY 23.59 FT ALG THE ARC OF A 15.00 FT RADIUS CURVE TO RIGHT (CTR BEARS S 89°34'09" W AND LONG CHORD BEARS S 44°37'38" W 21.23 FT THRU A CENTRAL ANGLE OF 90°06'59"); TH S 89°41'08" W 359.83 FT; TH NWLY 23.53 FT ALG THE ARC OF A 15.00 FT RADIUS CURVE TO R (CENTER BEARS N 0°18'52" W AND LONG CHORD BEARS N 45°22'36" W 21.19 FT THRU A CENTRAL ANGLE OF 89°52'33") TH N 0°26'19" W 442.64 TO POB. OUT OF 2-144-1 FOR 99 YEAR. 4.09 AC----- LESS 1.00 AC (SWD 599076) BALANCE OF 2-144-6 AFTER 2-144-60 FOR 2025 YEAR. 3.09 AC ----- LESS 1.00 AC (WD 613489) BALANCE OF 2-144-60 AFTER 2-144-61 FOR 2026 YEAR. 2.09 AC

B-4

BEG S 0°26'19" E 1347.06 FT ALG THE SEC LI AND N 89°33'41" E 489.53 FT AND N 89°41'08" E 584.97 FT FROM W 1/4 COR SEC 10, T3S, R4W, SLB&M AND RUN; TH S 89°41'08" E 143.89 FT; TH SELY 13.87 FT ALG THE ARC OF A 15.00 FT RADIUS CURVE TO RIGHT (CENTER BEARS S 0°18'52" E AND LONG CHORD BEARS S 63°49'52" E 13.38 FT THRU A CENTRAL ANGLE OF 52°57'59"); TH NELY 124.49 FT ALG THE ARC OF A 50.00 FT RADIUS CURVE TO LEFT (CENTER BEARS N 52°39'07" E AND LONG

CHORD BEARS N 71°19'34" E 94.74 FT THRU A CENTRAL ANGLE OF 142°39'07"); TH N 89°41'30" E 270.76 FT TO UNION PACIFIC R/W; TH S 43°55'02" W 738.91 FT ALG S R/W LI; TH N 0°26'19" W 505.60 FT TO POB. OUT OF 2-144-1 FOR 99 YEAR. 2.97 AC

B-5

BEG AT A PT ON S SEC LI OF SEC 10, T3S, R4W, SLB&M, & ON E R/W LI OF TOOEELE CO RD R/W OF 400 E, SD PT BEING N 89°41'53" E ALG SD S SEC LI, 33 FT, FR SW COR OF SD SEC 10, (A FOUND TOOEELE CO BRASS CAP); N 00°26'19" W, PARA & PERP 33 FT E OF W LI OF SW 1/4 OF SD SEC 10 & ALG SD E R/W LI, 2610.971 FT TO S R/W LI OF TOOEELE CO RD R/W OF 2400 N; N 89°41'08" E PARA & PERP 33 FT, S OF N LI OF NW 1/4 OF SW 1/4 OF SD SEC 10, 1221.501 FT TO W R/W LI OF TOOEELE CO RD R/W OF 600 E; S 00°25'51" E PARA & PERP 66 FT, W OF E LI OF NW 1/4 OF SW 1/4 OF SD SEC 10, 1289.126 FT TO S LI OF NW 1/4 OF SW 1/4 OF SD SEC 10; N 89°41'30" E, ALG S LI OF NW 1/4 OF SW 1/4 & S LI OF NE 1/4 OF SW 1/4 OF SD SEC 10, 336.753 FT TO AN EXIST FENCE, BEING ON NW'LY LI OF EXIST UPRR R/W LI; TH S 43°55'02" W ALG SD FENCE LI AND UNION PACIFIC RR R/W LI, 1844.827 FT TO S SEC LI OF SD SEC 10, S 89°41'53" W, ALG SD S SEC LI 268.334 FT TO POB. COMBINES 2-144-2 WITH 2-144-1 FOR 98 TAX YEAR. TOG/W A ROAD EASEMENT BK 468/747. LESS 7.06 AC TO 2-144-4 (AES DEV), LESS 7.06 AC TO 2-144-5 (HUNT), LESS 4.09 AC TO 2-144-6 (NELSON & SONS), LESS 2.97 AC TO 2-144-7 (NELSON & SONS) (LESS 1.07 AC TO 2-144-8 FOR 2003 YEAR/BALANCE OF 2-144-1 FOR 2003 YEAR.) (LESS 3.49 AC TO 14-56-2 AND ROADS FOR 2004 YEAR/BALANCE OF 2-144-9 FOR 2004 YEAR.) ---LESS .01 AC TO ROAD FOR 2007 YEAR. BALANCE OF 2-144-10 AFTER ROAD DEDICATION (15-85) FOR 2007 YEAR. ---LESS 6.001 AC TO 2-144-30. BALANCE OF 2-144-29 AFTER 2-144-30 FOR 2009 YEAR. 32.169 AC---LESS .17 AC TO 470 E ST. BALANCE OF 2-144-31 AFTER .17 AC TO 470 E ST FOR 2010 YEAR. 32.00 AC---LESS 0.99 AC TO 18-5(GATEWAY BUSINESS PARK PH IV). BALANCE OF 2-144-32 AFTER 18-5 (GATEWAY BUSINESS PARK PH IV) FOR 2012 YEAR. 31.01 AC-----LESS 4.12 AC (WD ENTRY# 551379) BALANCE OF 2-144-42 AFTER 2-144-43 FOR 2022 YEAR. 26.11 AC----- LESS 15.29 AC (WD #559150) BALANCE OF 2-144-44 AFTER 2-144-45 & 2-144-46 FOR 2022 YEAR. 10.82 AC---LESS 1.17 AC (WD ENTRY # 565998) BALANCE OF 2-144-47 AFTER 2-144-48 FOR 2023 YEAR. 9.65 AC ----LESS 2.67 AC ENTRY# 584539 BALANCE OF 2-144-49 AFTER 400 E COMMERCIAL SUB BK 23 PG 4 FOR 2024 YEAR. 6.98 AC ---- LESS 2.04 AC (WD ENTRY# 591762). BALANCE OF 2-144-55 AFTER 2-144-57 FOR 2024 YEAR. 6.87 AC.

B-6

BEG AT A PT S 0° 25'59" E 33.00 FT ALG 1/16TH LI FR NW COR OF NE 1/4 OF SW 1/4 OF SEC 10, T3S, R4W, SLB&M, SD 1/16 COR BEING N 89°40'55" E 1320 FT FR W 1/4 COR OF SEC 10 & RUN TH N 89°40'55" E 1538.20 FT ALG 1/4 SEC LI TO AN EXISTING FENCE LI, BEING ON W'LY LI OF AN EXISTING RR R/W LI, TH S 43°54'50" W 1799.26 FT ALG SD FENCE LI & RR R/W LI TO S LI OF THE NE1/4 OF SW 1/4 OF SEC 10, TH S 89°41'43" W 270.51 FT ALG THE SD S LI BEING THE 1/16TH LI, TO W LI OF NE 1/4 OF SW 1/4 OF SD SEC 10, TH N 0°25'59" W 1289.19 FT ALG SD W LI, BEING THE 1/16TH LI TO THE POB OUT OF 3-14-18 TOG/W R/W DESC AS: A PARCEL 66 FT WIDE WITH S'LY BNDY COM AT NE COR OF TOTAL NELSON PARCEL, EXT W'LY ALG FULL LENGTH OF N BNDY OF PARCEL & CONTUING WLY TO E BNDRY OF R/W FOR STATE H/WY 36 SUB/TO R/W DESC AS: A PARCEL 66 FT WIDE WITH E BNDY COM

AT SW COR OF NELSON PARCEL, EXTENDING N ALG FULL LENGTH OF S BNDRY OF NELSON PARCEL & CONTINUING N TO S BNDRY OF N ROAD (DESC AS TOG/W R/W) 26.62 AC OUT OF 3-14-19 FOR 1994 YEAR.---LESS .38 AC TO 2400 NORTH STREET. BALANCE OF 2-144-3 AFTER 2-144-33 FOR 2010 YEAR. 26.24 AC

