



EAGLE MOUNTAIN PLANNING COMMISSION MEETING

FEBRUARY 24, 2026, 5:30 PM

EAGLE MOUNTAIN CITY COUNCIL CHAMBERS

1650 EAST STAGECOACH RUN, EAGLE MOUNTAIN, UTAH 84005

5:30 PM – PLANNING COMMISSION WORK SESSION

1. DISCUSSION ITEMS

1.A. DISCUSSION - Setback Exception for OpenGov Application PLGA-26-8 (*anticipated time 15 minutes*)

1.B. DISCUSSION - Future Land Use Map (*anticipated time - 45 minutes*)

6:30 PM PLANNING COMMISSION POLICY SESSION

2. CALL TO ORDER

3. PLEDGE OF ALLEGIANCE

4. DECLARATION OF CONFLICTS OF INTEREST

5. MINUTES

5.A. February 10, 2026 Planning Commission Minutes

6. STATUS REPORT

7. ACTION AND ADVISORY ITEMS

7.A. PUBLIC HEARING/ACTION ITEM — Williams Development Agreement

BACKGROUND: (*Presented by City Attorney, Marcus Draper*) Williams is an independent power producer. They are looking to co-locate a natural gas power facility on the Stadion parcel to facilitate the Meta data center expansion. The new natural gas facility would be located on the Stadion property, which is zoned RTI. Pursuant to the Stadion development agreement, natural gas power is a permitted accessory use on the property. Nevertheless, the parties have negotiated a development agreement to provide additional clarification of the rights and responsibilities of Williams and the City in relation to the natural gas power facility. Williams would be required to install any necessary public infrastructure for their development. Williams is asking for a few exceptions to the city code. Most notably, they are asking to be allowed to go up to 75 dB in sound. This exceeds the City's nighttime limit, which is 65dB, but is consistent with industrial noise limits in neighboring communities. Williams is also asking to be allowed to use above ground power distribution lines on the property.

8. DISCUSSION ITEMS

9. AGENDA REVIEW

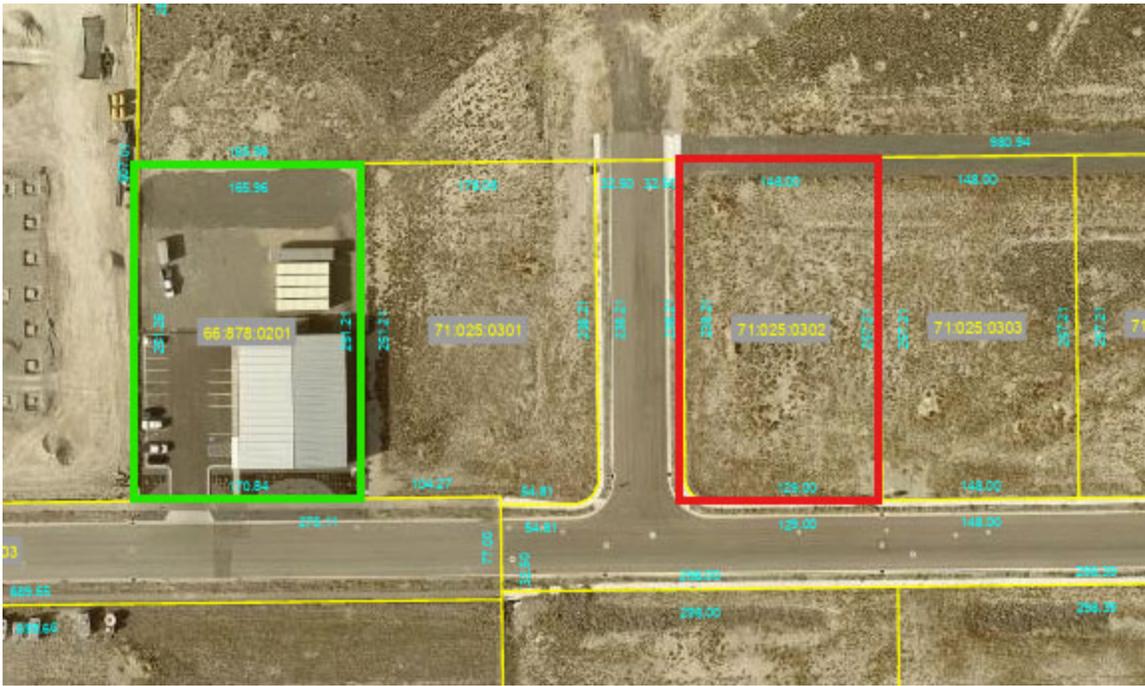
10. NEXT SCHEDULED MEETING

11. ADJOURNMENT

THE PUBLIC IS INVITED TO PARTICIPATE IN PUBLIC MEETINGS FOR ALL AGENDAS.

In accordance with the Americans with Disabilities Act, Eagle Mountain City will make reasonable accommodations for participation in all Public Meetings and Work Sessions. Please call the City Recorder's Office at least 3 working days prior to the meeting at 801-789-6611. This meeting may be held telephonically to allow a member of the public body to participate. This agenda is subject to change with a minimum 24-hour notice.





148

Exit

LAY
DOWN
YARD

257

10' →

← 48' →

DRIVEWAY
FOR
TRUCKS

15'

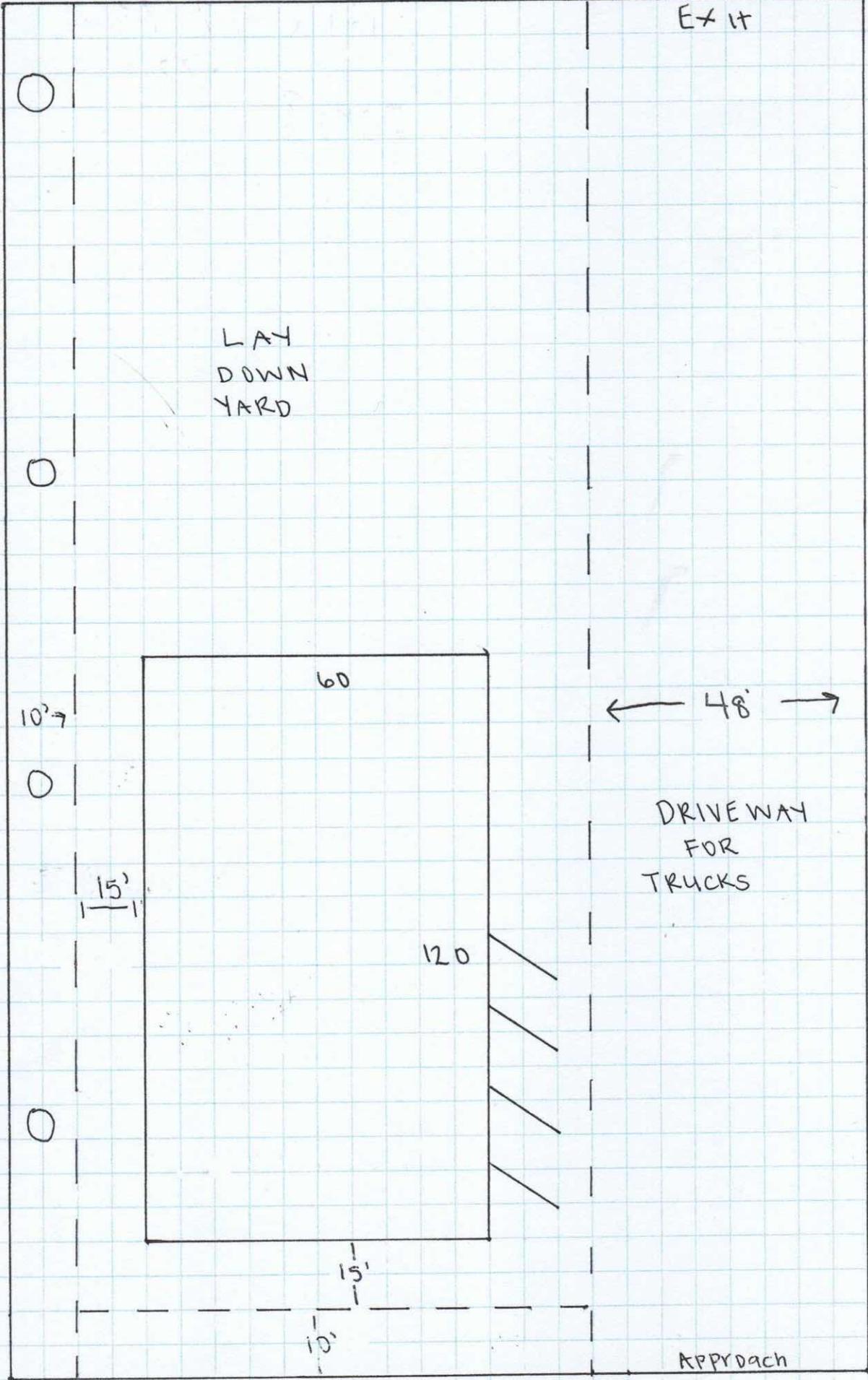
120

15'

10'

Approach

BELLADONNA DR.





**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
FEBRUARY 24, 2026**

TITLE:	DISCUSSION - Future Land Use Map
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
See Map	City-wide

PUBLIC HEARING

No

PREPARED BY

Brandon Larsen, Planning Director

PRESENTED BY

Brandon Larsen

RECOMMENDATION:

N/A

BACKGROUND:

Planning staff has attached a draft of the Eagle Mountain City Future Land Use Map update and is seeking feedback from the Planning Commission. Staff, the Planning Commission, and Council have given significant feedback to GSBS Architects who have prepared the Future Land Use Map update. The Land Use Map establishes land use designations for each property in the City. A land use designation is often the foundation for establishing a zoning designation for a property.

Future land use maps are generally updated every 5–7 years to make sure land use designations for properties in the City are logical and consider current and long-term needs in the area of a property and the City at large. With Eagle Mountain's extraordinary growth, it is critical that we reevaluate the land use designations for properties in the City. This process helps us to consider how well we have distributed typical uses like commercial, residential, and industrial across the City. It also helps us to see where we can expand upon uses, like open space and institutional.

The City's Future Land Use Map is critical to the creation of the Land Use Element of the General Plan. After we have finished updating the designations for the properties in the City, Planning staff will be in an excellent position to prepare the Land Use Element for the General Plan update.

Planning staff will take the feedback from the Planning Commission at this meeting to deliver a final map to the Council. However, the final map will be adopted at the same time as the rest of the General Plan update at a later date.

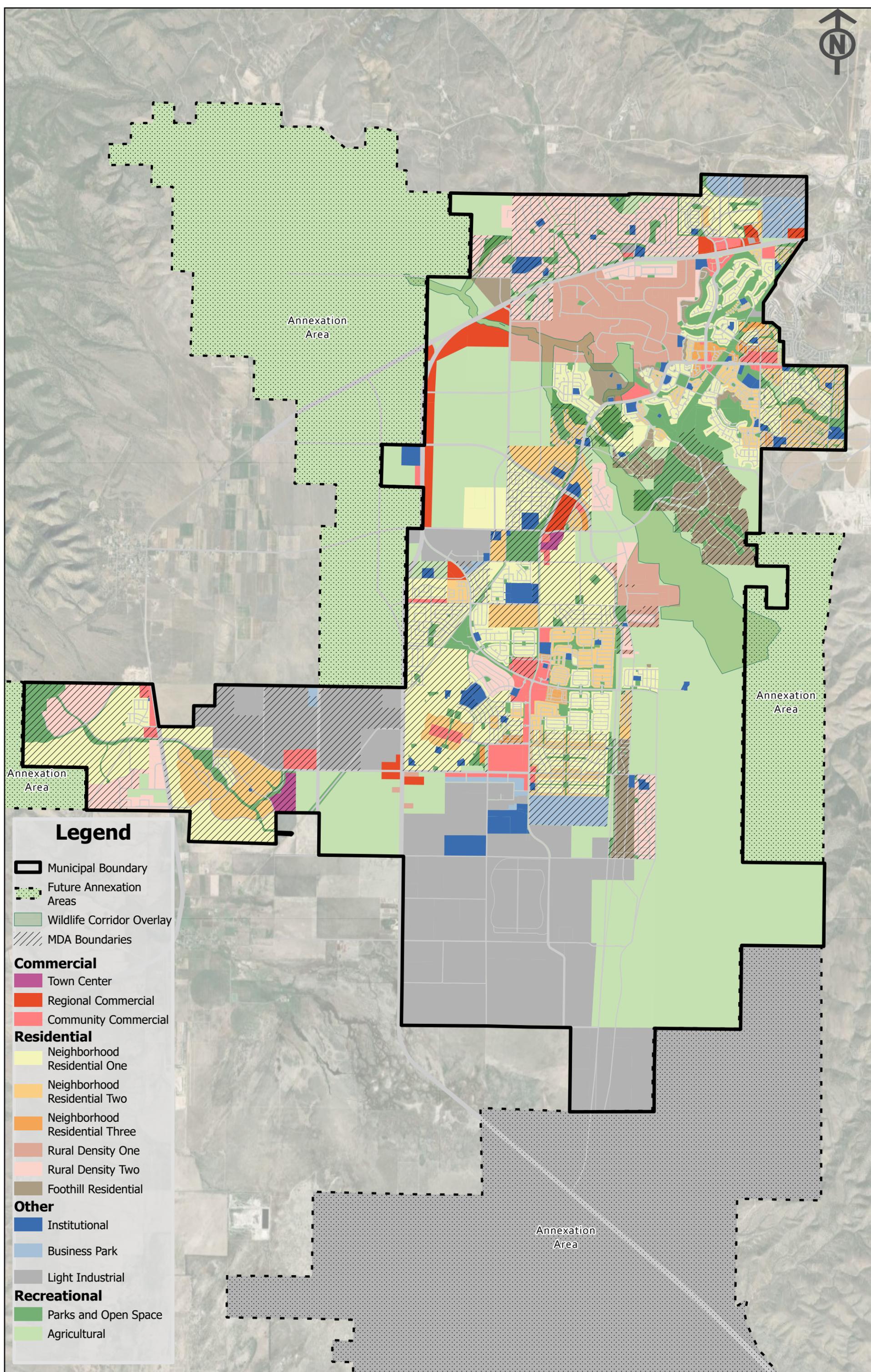
ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. 2026-02-18 Eagle Mountain FLUM



Annexation Area

Annexation Area

Annexation Area

Annexation Area

Legend

-  Municipal Boundary
-  Future Annexation Areas
-  Wildlife Corridor Overlay
-  MDA Boundaries
- Commercial**
-  Town Center
-  Regional Commercial
-  Community Commercial
- Residential**
-  Neighborhood Residential One
-  Neighborhood Residential Two
-  Neighborhood Residential Three
-  Rural Density One
-  Rural Density Two
-  Foothill Residential
- Other**
-  Institutional
-  Business Park
-  Light Industrial
- Recreational**
-  Parks and Open Space
-  Agricultural



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
FEBRUARY 24, 2026**

TITLE:	February 10, 2026 Planning Commission meeting minutes
ITEM TYPE:	Minutes
FISCAL IMPACT:	N/A
APPLICANT:	N/A

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING

No

PREPARED BY

Megan Green, Planning
Secretary

PRESENTED BY

RECOMMENDATION:

N/A

BACKGROUND:

N/A

ITEMS FOR CONSIDERATION:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. 2.10.2026 PC Meeting Minutes Draft, Brandon's comments



EAGLE MOUNTAIN PLANNING COMMISSION

MEETING MINUTES

February 10, 2026, 5:30 p.m.

Eagle Mountain City Council Chambers

1650 East Stagecoach Run, Eagle Mountain, Utah 84005

COMMISSION MEMBERS PRESENT: Commissioners Jason Allen, Brent Strong, Bryan Free, Mandy Lane, and Chad Decoursey.

ELECTED OFFICIAL PRESENT: Jared Gray, Mayor; and Melissa Clark, Councilmember.

CITY STAFF PRESENT: Steve Mumford, Deputy City Manager; Brandon Larsen, Community Development Director; Marcus Draper, City Attorney; David Stroud, Senior Planner; Steven Lehmitz, Planner; Mickie Mills, Planner; Evan Berrett, Director of Legislative and Strategic Services; Abby Ivory, Economic Development Director; and Megan Green, Planning Secretary.

5:30 P.M. – Eagle Mountain City Planning Commission Work Session

Commissioner Allen called the meeting to order at 5:32 p.m. He welcomed the City's two new Planning Commissioners, Mandy Lane and Chad Decoursey. Commissioner Hess was excused.

1. Discussion Items

1.A. CONCEPT PLAN - Eagle Mountain Chapel Addition

Planner Steven Lehmitz presented the Eagle Mountain Chapel Concept Plan and asked for feedback from the Commissioners. Lehmitz explained the proposal to convert a private recreational facility into a church and the need to split the lots for separate primary uses. The proposal includes extensive landscaping, lighting, and parking requirements, with a preliminary estimate of 191 parking stalls needed. Lehmitz discussed the challenges of the site, including shared access points and the need for City property disposal. The Commissioners asked questions about the trail access, zoning changes, and parking requirements, with concerns about future growth and traffic impacts. Jacob Baker, representing the applicants, explained the need for a larger facility to accommodate their growing congregation and the benefits of the proposed church. Baker addressed concerns about parking, stating that they only need 105 parking stalls based on current usage and future projections. He also confirmed that most neighbors are supportive and will be using the facility. Commissioner Strong highlighted the potential traffic issues and the need for proper parking management. Commissioner Decoursey supported the project, emphasizing the importance of religious freedom and the need for proper access and infrastructure.

2.B. AGENDA REVIEW

Community Development Director, Brandon Larsen, presented Agenda Item 7.F., The Wildland Urban Interface Amendment for Chapter 15.95, Eagle Mountain Municipal Code. Larsen introduced the WUI code and the need for Eagle Mountain to adopt and enforce it due to House Bill 48. The Commissioners discussed the proposed WUI Map, which includes areas with high wildfire exposure scores, and the need for updates every three years. Larsen clarified that the State's high-risk WUI Map is used by insurance companies to determine rates, not the city's map. Larsen explained the importance of the map for enforcing the Wildland-Urban Interface code and ensuring fire suppression activities are funded.

Commissioner Allen adjourned the work session at 6:29 p.m.

6:30 P.M. – Eagle Mountain City Planning Commission Policy Session

2. Commissioner Allen called the policy session to order at 6:39 p.m.

3. Pledge of Allegiance

Commissioner Allen led the Pledge of Allegiance.

4. Declaration of Conflicts of Interest

None.

5. Approval of Meeting Minutes

5.A.

MOTION: *Commissioner Strong moved to approve the minutes of December 9, 2026, Planning Commission meeting. Commissioner Free seconded the motion.*

Jason Allen	Yes
Mandy Lane	Yes
Rod Hess	Excused
Brent Strong	Yes
Chad DeCoursey	Yes
Bryan Free	Yes

The motion passed with a unanimous vote.

MOTION: *Commissioner Free moved to approve the minutes of January 13, 2026, Planning Commission meeting with the correction of Commissioner Allen leading the Pledge of Allegiance to Commissioner Hess. Commissioner Strong seconded the motion.*

Jason Allen	Yes
Mandy Lane	Yes
Rod Hess	Excused
Brent Strong	Yes
Chad DeCoursey	Yes
Bryan Free	Yes

The motion passed with a unanimous vote.

6. Status Report

Community Development Director, Brandon Larsen, reviewed the planning items discussed and voted upon during the February 3, 2025, City Council meeting.

7. Action and Advisory Items

7.A. One Call Auto Site Plan

Presentation Summary: Senior Planner David Stoud presented to the Planning Commission the One Call Auto Site Plan. The location is just west of Corey Wride Park. Street and building elevations were presented, along with landscaping and lighting. Staff are recommending a positive recommendation to City Council.

Applicant's statements summary: Mitchell Menlove representing One Call Auto stated that they are excited to open a second location and that everything was covered in presentation of the Site Plan.

Discussion summary: Design of the signage was discussed. Commissioner Lane questioned the applicant about the size of the gate and whether it will be big enough to accommodate larger trucks, fork lifts, etc. for deliveries. Matt Rich, the owner of One Call Auto, clarified that the gate and storage area will only be for vehicles awaiting repair. He also mentioned that when tires are delivered, they are only delivered by an average-sized truck and never a semi or similar vehicle. Rich also mentioned they do not service RVs, large trailers, etc. Overall, the Commissioners appreciate the owner’s bringing in a nice clean project to the City.

Commissioner Allen opened the public hearing at 6:50 p.m. As there were no comments, he closed the hearing.

MOTION: *Commissioner Allen moved to recommend approval to the City Council of 7.A., One Call Auto Site Plan. Commissioner Lane seconded the motion.*

Jason Allen	Yes
Mandy Lane	Yes
Rod Hess	Excused
Brent Strong	Yes
Chad DeCoursey	Yes
Bryan Free	Yes

The motion passed with a unanimous vote.

7.B. Consolidated Fee Schedule for Site Plan Amendment

Presentation Summary: The City Council recently approved a text amendment to administer approval of a Minor Site Plan Amendment. Because the nature of such a request does not typically require a lengthy review, the fee should be commensurate with the level of review. In discussion with the Finance Director, it was determined that a fee of \$250 for a Staff-level Administrative Site Plan review and approval is sufficient. The proposed fee is in line with the fee other municipalities charge for a similar request.

Discussion summary: All Commissioners were in favor of the Amendment. Brandon Larsen stated that \$250 is quite a bit less than the other applications, because they are usually smaller applications that are processed quickly.

Commissioner Allen opened the public hearing at 6:53 p.m. As there were no comments, he closed the hearing.

MOTION: *Commissioner Strong moved to recommend approval to the City Council of Item 7.B., Consolidated Fee Schedule for Site Plan Amendment. Commissioner Allen seconded the motion.*

Jason Allen	Yes
Mandy Lane	Yes
Rod Hess	Excused
Brent Strong	Yes
Chad DeCoursey	Yes
Bryan Free	Yes

The motion passed with a unanimous vote.

7.C. Fence Code Amendment

Presentation Summary: This code amendment was requested by Eagle Mountain City resident, Katie Elliott. It adds “pre- weathered weathering steel” as an approved material type for residential perimeter fencing and adds a definition for “pre-weathered weathering steel fences.” Corten steel is a brand name for weathering steel.

Applicant’s statements summary: Eagle Mountain Resident, Katie Elliott, stated that other options of fencing were either very expensive or required a lot of maintenance, for example, re-staining wood.

Discussion summary points: The Commissioners discuss the fence code amendment, expressing concerns about maintenance and aesthetic consistency. The cost to the City, method of removing stains from sidewalks, and the frequency of fences against city sidewalks were also discussed. Commissioner Allen noted that well-maintained wood and vinyl fences do not cause damage to city property, suggesting differentiation in the ordinance.

Commissioner Allen opened the public hearing at 7:01 p.m.

Commissioner Allen closed the public hearing at 7:02 p.m.

MOTION: ***Commissioner Free moved to forward a negative recommendation to the City Council of Item 7.C., Fence Code Amendment. Commissioner Strong seconded the motion.***

Jason Allen	Yes
Mandy Lane	Yes
Rod Hess	Excused
Brent Strong	Yes
Chad DeCoursey	Yes
Bryan Free	Yes

The motion passed with a unanimous vote.

7.D. Overland Master Development Agreement

Presentation Summary Points: In 2017, the City entered into an Amended and Restated Master Development Agreement with SITLA and Ivory Homes for the Overland Development. Ivory and SITLA have sold a 53-acre parcel within the commercial area of development to a commercial developer working with Kroger for the development of a commercial shopping center. The parcel is located north of Mid-Valley Road and east of Pony Express Parkway. The shopping center would include Smith's Marketplace, another major big box retailer, 4 other smaller anchors adjacent to the Smith's, and numerous pad sites. To make the project financially feasible, the Agreement includes tax incentives for the cost of infrastructure to support the development. The Agreement would allow the developer to develop the property consistent with the vested historic commercial zone. It also allows a few other permitted uses consistent with a Smith's anchored commercial marketplace.

Applicant's statements summary: Brett Wallen with AWA spoke on behalf of the applicant. He discussed the development of a Smith's Marketplace and Lowe's Home Improvement Store. He shared that these are the types of projects that bring the sales tax and services that communities need. Wallen highlights the significance of the project, including full arterial roads and pedestrian safety measures. Wallen also addressed concerns about lighting and signage, emphasizing the need for adequate lighting for security and compliance with city code.

Discussion summary points: Commissioner Allen and Commissioner Strong discussed the need for traffic signals and speed limit adjustments to ensure pedestrian safety. Brett Wallen reassured the Commissioners that the project will comply with the Dark Sky Initiative and work with City staff to address lighting concerns. The Commissioners emphasized the importance of balancing security and compliance with city code. Commissioners feel this is a great project that will be a huge benefit to the City.

Commissioner Allen opened the public hearing at 7:26 p.m.

Public comments were submitted by Joy Rasmussen and Todd Crowther.

Commissioner Allen closed the public hearing at 7:28 p.m.

MOTION: *Commissioner Free moved to recommend approval to the City Council of Item 7.D., Overland Master Development Agreement, with the request to look at lighting requirements and get them closer to City Code. Commissioner Strong seconded the motion.*

Jason Allen	Yes
Mandy Lane	Yes
Rod Hess	Excused
Brent Strong	Yes
Chad Decoursey	Yes
Bryan Free	Yes

The motion passed with a unanimous vote.

7.E. QTS-SCL 2 Rezone

Presentation Summary Points: QTS owns the eight parcels in this request, which encompass 524 acres. The approved Development Agreement states that any property acquired by QTS is subject to the approved Agreement. From Section 4.8 of the Agreement: "This Agreement is hereby adopted and approved by the City to apply to any real property within the municipal limits of the City that is adjacent and contiguous to the property (or that is separated from the Property only by roads, public rights of way, easements, or similar land rights or uses) that the Company or affiliate of the Company may from time to time acquire following the effective date..." The properties need to be rezoned to the RTI zone in order to utilize the standards of the zone (in addition to the Agreement's standards). Evan Berrett Director of Legislative and Strategic Services clarifies that the Development Agreement with QTS includes energy production, but not nuclear power. Berrett also explained that QTS prefers to get power from the grid and uses on-site generation as a last resort.

Applicant's statements summary: Ryan Lee from QTS, emphasized the importance of economic development for the city and the company's commitment to environmental stewardship. Lee reassured that QTS works with utilities to secure power and that the company is one of the only, if not the only company, which uses closed-loop water cooling systems to conserve water. Lee explained that this water can be recycled for up to 10 years.

Discussion summary points: Commissioner Free raised concerns about the impact of data centers on the power grid and the need for alternative energy sources. Commissioner Strong questioned the applicant about the percentage of makeup water needed for the closed-loop system, and Ryan Lee estimates it to be minimal. The applicant also wanted to point out that they fall under the 1980 Clean Air Act. They must follow very strict guidelines for air quality; they will be abiding by EPA standards.

Commissioner Allen opened the public hearing at 7:53 p.m.

Joy Rasmussen, Elane and Troy Wariner, and Lana Wariner sent in public comments. Todd Crowther and Jeff Ruth made public comments.

Commissioner Allen closed the public hearing at 7:58 p.m.

MOTION: *Commissioner Strong moved to recommend approval to the City Council of Item 7.E., QTS-SCL 2 Rezone. Commissioner Allen seconded the motion.*

Jason Allen	Yes
Mandy Lane	Yes
Rod Hess	Excused
Brent Strong	Yes
Chad DeCoursey	Yes
Bryan Free	Yes

The motion passed with a unanimous vote.

7.F. Code Amendment for the Wildland Urban Interface Area Map

Presentation Summary Points: Community Development Director, Brandon Larsen, summarized the the need for the proposed Wildland Urban Interface Area Map. Larsen presented the code amendment during the Planning Commission Work Session. Staff recommended the Planning Commission forward a positive recommendation to the City Council regarding the Wildland Urban Interface Area Map.

Discussion summary points: Commissioners expressed their gratitude for the Staff's work on the project and supported the Amendment.

Commissioner Allen opened the public hearing at 8:17 p.m. As there were no comments, he closed the hearing.

MOTION: *Commissioner DeCoursey moved to recommend approval to the City Council of Item 7.F., code amendment for the Wildland Urban Interface Area Map. Commissioner Lane seconded the motion.*

Jason Allen	Yes
Mandy Lane	Yes
Rod Hess	Excused
Brent Strong	Yes
Chad DeCoursey	Yes
Bryan Free	Yes

The motion passed with a unanimous vote.

8. Discussion Items
9. Agenda Review
10. Next Scheduled Meeting

The next Planning Commission meeting is scheduled for February 24, 2026. Commissioners Free and Strong will be out of town.

11. Adjournment

MOTION: *Commissioner Strong moved to adjourn the meeting at 8:21 p.m. Commissioner Lane seconded the motion.*

Jason Allen	Yes
Mandy Lane	Yes
Rod Hess	Excused
Brent Strong	Yes
Chad DeCoursey	Yes
Bryan Free	Yes

The motion passed with a unanimous vote.

The meeting was adjourned at 8:21 p.m.

Approved by the Planning Commission on

Brandon Larsen
Community Development Director

DRAFT



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
FEBRUARY 24, 2026**

TITLE:	Williams Development Agreement
ITEM TYPE:	Master Development Agreement
FISCAL IMPACT:	N/A
APPLICANT:	Will-Power UT, LLC

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
GP - Business Park/Light Industry Zone - Agricultural with RTI Overlay Zone.	N/A

PUBLIC HEARING

Yes

PREPARED BY

Marcus Draper, City Attorney

PRESENTED BY

Marcus Draper

RECOMMENDATION:

Recommend Approval

BACKGROUND:

BACKGROUND - Williams is an independent power producer. They are looking to co-locate a natural gas power facility on the Stadion parcel to facilitate the Meta data center expansion. The new natural gas facility would be located on the Stadion property, which is zoned RTI. Pursuant to the Stadion development agreement, natural gas power is a permitted accessory use on the property. Nevertheless, the parties have negotiated a development agreement to provide additional clarification of the rights and responsibilities of Williams and the City in relation to the natural gas power facility. Williams would be required to install any necessary public infrastructure for their development. Williams is asking for a few exceptions to the city code. Most notably, they are asking to be allowed to go up to 75 dB in sound. This exceeds the City's nighttime limit, which is 65dB, but is consistent with industrial noise limits in neighboring communities. Williams is also asking to be allowed to use above ground power distribution lines on the property.

ITEMS FOR CONSIDERATION:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Master Development Agreement Williams Companies - md edits 2-12-26

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into as of [____], 2026 (the “**Effective Date**”) by and between EAGLE MOUNTAIN CITY, a municipal corporation of the State of Utah (the “**City**”) and [Will-Power UT, LLC, a Delaware limited liability company]¹ (together with its affiliates and their respective successors and assigns, the “**Company**”). The City and the Company are sometimes referred to herein collectively as the “**Parties**” and each individually as a “**Party**”.

RECITALS

A. The Company owns² certain real property consisting of approximately [____] acres of land located in the Eagle Mountain City, Utah County, State of Utah, as more particularly described on Exhibit A hereto (the “**Generation Property**”).

B. The Generation Property is a subset of certain property that is subject to and governed by that certain Development Agreement, dated October 21, 2025, by and between the City and Stadion, LLC, a Delaware limited liability company (the “**Stadion Development Agreement**”). Nevertheless, to clarify the Parties’ specific understanding with respect to the Generation Property and the Generation Project, the Parties wish to enter into a supplemental agreement with respect to the Generation Property and the Generation Project.

C. [The Company has proposed to establish on the Generation Property systems and equipment for generating, storing, transforming, distributing, and/or managing electricity utilizing natural gas delivered to the Generation Property by pipeline (the “**Generation Project**”).]³

D. The City finds developments such as the Stadion project, and the Generation Project to be in the public interest of its citizens and thus desires to encourage and support the Generation Project in order to encourage and facilitate data centers and similar projects in the City.

E. The Company anticipates that the Generation Project will require a substantial, long-term commitment of capital and resources of the Company, as well as the careful integration of public capital facilities, and construction schedules, in order for the Generation Project to be successful, both for the Company and the City. The Company is unwilling to risk such capital and resources without sufficient assurances from the City that, among other things, (i) the Generation Property has been adequately entitled and zoned to permit the development and operation of the Generation Project, (ii) all required approvals and entitlements for the Generation Project have been granted, (iii) subject to the terms set forth herein, the City will construct all necessary public infrastructure at Company’s expense to facilitate and support the development and operation of the Generation Project, (iv) the City zoning ordinances, including the development standards set forth therein, in existence as of the Effective Date and applicable to the Generation Project will remain unchanged with respect to the Generation Property and the Generation Project during the

¹ Confirm Will-Power UT, LLC is the correct entity.

² Verify or change if not owned.

³ NTD – if we need any approvals for sizing of equipment etc. we may also want to address in this agreement.

Term (as defined below) and (v) the City is committed to facilitate and assist the Company in the development and operation of the Generation Project.

F. The Parties desire to incorporate their understandings and the City's assurances with respect to the Generation Property and the Generation Project into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Company hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 **"Applicable Rules"** means all of the rules, regulations, ordinances and official policies of the City in force and effect as of the Effective Date, including the Code and the restrictions set forth in the Project Approvals, except as may be modified pursuant to [Section 5.3](#).

1.2 **"City Council"** means the City Council and the legislative body of the City.

1.3 **"Code"** means the Eagle Mountain Municipal Code (or any subsequent recodification of such ordinance).

1.4 **"Existing Zoning"** means the City's Agriculture Zone, with an overlay of the City's Regional Technology and Industry Overlay Zone.

1.5 **"Force Majeure Event"** means a matter beyond the reasonable control of the Party to perform (excluding unfavorable economic conditions), including: acts of God, including earthquakes, fire, floods, tornados, hurricanes and extreme weather conditions; acts of terrorism; financial and/or banking crises that limit normal extensions of credit; civil disturbances; discovery of hazardous materials; and acts of the United States of America or the State of Utah.

1.6 **"General Plan"** means that certain Eagle Mountain City General Plan adopted 2018 or any successor plan.

1.7 **"GFA"** means gross floor area.

1.8 **"Maximum Height"** means one hundred feet (100').

1.9 **"Mining Activities"** means exploring for, developing, extracting, removing, processing or otherwise producing sand, gravel, metalliferous or nonmetalliferous ores, oil, gas or any other mineral or earth product of whatever type from a property. Mining Activities do not include excavation, grading, geotechnical evaluation or similar activities conducted to construct buildings, install infrastructure or undertake other construction activities unrelated to the sale of earth products.

1.10 **"Mortgage"** means a mortgage, deed of trust, sale and leaseback or other form of secured financing.

1.11 “**Mortgagee**” means the holder of a Mortgage.

1.12 “**Official Records**” means the Official Records of Utah County, Utah.

1.13 “**Parking Ratio**” means (i) at least one (1) space for each seven thousand five hundred (7,500) square feet of GFA for regular employee use areas (i.e., office space, kitchens, training areas, employee circulation, etc.) and one (1) space for each twenty thousand (20,000) square feet of GFA for data halls (not including penthouses used for mechanical equipment or air circulation) or (ii) the reasonable number of parking stalls, as determined by the Company and approved by the Design Review Committee of the City, to meet the requirements of the Generation Project.

1.14 “**Project Approvals**” means the permits, approvals, reviews and other actions required for the development of the Generation Project.

1.15 “**Taxes**” means any and all taxes, special taxes, assessments, levies, impositions, duties, deductions, withholding, charges and fees, including those imposed with respect to any assessment districts, infrastructure financing, community facilities districts, public infrastructure districts, community taxing districts, maintenance districts or other similar districts. Taxes do not include Impact Fees (as defined below).

1.16 “**Zoning Ordinance**” means that certain Title 17 of the Code.

ARTICLE II CITY PROCEDURES AND ACTIONS

The City Council, after conducting a duly-noticed public meeting, adopted Ordinance No. _____ on _____, 2026, effective immediately upon adoption, which ordinance (i) confirmed the City Council’s approval of this Agreement and the City Council’s finding that the provisions of this Agreement are consistent with the General Plan and the Applicable Rules and (ii) authorized the execution of this Agreement. The City represents and warrants to the Company that (a) the City has the full power and authority to enter into this Agreement and to perform its obligations hereunder, (b) this Agreement is a valid and binding obligation, enforceable against the City in accordance with the terms hereof and (c) the execution and delivery of this Agreement has been validly authorized by all necessary governmental approvals or other action and does not conflict with any other agreements entered into by the City.

ARTICLE III CONSIDERATION

In order to ensure ample consideration and inducement to the City to enter into this Agreement, the Company has paid to the City the amount of _____ and No/100 Dollars (\$ _____), which amount shall be non-refundable to the Company. The City believes that the Generation Project will provide economic benefits to the City by stimulating economic growth in the region. The City is entering into this Agreement to recruit the Generation Project to the City by providing certain benefits and assurances to the Company. The City understands that the Company would not develop the Generation Project in the City without such benefits and assurances, which the Company is reasonably and in good faith relying on to independently

evaluate the economic feasibility and commercial reasonability of developing and operating the Generation Project in the City.

ARTICLE IV TAXES

4.1 Right to Oppose. The Company shall have the right, to the extent permitted by law, to protest, oppose and vote against any and all Taxes.

4.2 New Taxes. The City shall not during the Term recommend or support any new Taxes that are applicable solely and exclusively to the Generation Project, the Generation Property or the data center industry or with the express or inferred intent to specifically or inequitably target the Generation Project, the Generation Property or the data center industry.

4.3 Impact Fees. Any impact fees shall be governed by the Stadion Agreement.

4.4 Building Permit and Inspection Fees. The Company acknowledges that the City will impose application fees, building permit and inspection fees, and plan check fees in connection with development activity on the Generation Property to the extent required and calculated in accordance with this Agreement and the Applicable Rules.

ARTICLE V ENTITLEMENTS

5.1 Entitlement to Develop. The City represents to the Company that as of the Effective Date: (i) the Existing Zoning, the Parking Ratio, and the Maximum Height apply to the Generation Property pursuant to the Applicable Rules; (ii) electronic data management businesses, corporate campuses, offices, electrical production and storage, energy generation, energy distribution and transmission, electrical transformation, and research and development uses are expressly listed in the Zoning Ordinance as permitted uses under the Existing Zoning or are permitted as accessory uses under the Stadion Agreement; (iii) no Applicable Rule prohibits, prevents or encumbers the development, completion, operation or occupancy of the Generation Project or any portion thereof in compliance with the use, density, design, height, set back, parking and signage regulations and requirements and other development entitlements incorporated in the Project Approvals; and (iv) no Applicable Rule permits Mining Activities to be conducted on, under or within the Generation Property, and Mining Activities are prohibited under the Existing Zoning pursuant to the Zoning Ordinance. The Company has the vested right to develop and operate the Generation Project, including the right to maintain, remodel, renovate, rehabilitate, rebuild, replenish or replace the Generation Project or any portion thereof (including any equipment used in operating the Generation Project) throughout the Term for any reason, including in the event of damage, destruction or obsolescence of the Generation Project or any portion thereof (including any equipment used in operating the Generation Project), subject only to the Applicable Rules.

5.2 Exceptions to Applicable Rules. In recognition of the significant investment that the Company is making, the City grants the following exceptions to the Applicable Rules for the Generation Project:

(a) *Fence Height.* The Generation Property may be enclosed with a fence that does not exceed ten (10) feet in height. Fencing shall be installed which is reasonably compatible with the appearance and material used on the property subject to the Stadion Agreement at the time of construction of the Generation Property fencing or as defined in City code 17.60 (C) (1).

(b) *Noise.* Due to the location of the Generation in proximity to properties used, or intended for use as data centers and similar facilities, the Company, and any future owner of the Generation Property may generate, or allow to be generated noise levels up to and including seventy-five decibels (75 dBA), as measured at any point on the Generation Property's property lines ("**Acceptable Noise Levels**"). The City may require the Company to remedy noise levels only if operations consistently exceed the Acceptable Noise Level. Notwithstanding anything in this Agreement to the contrary, the City may not revoke this approval based on any future approved uses adjacent or near the Generation Property that is different than the currently contemplated data centers or similar uses.

(c) *Landscaping.* The following landscaping standards are specific to the Generation Property and supersede any landscaping standards in the Code, or the Stadion Agreement. The Company shall landscape any areas designated for landscaping with xeriscaping or zero-scaping. No trees shall be required in any landscaped areas within the Generation Property and all shrubs, plants, or ground cover must be drought-tolerant. When planting, consideration must be given to temperature variations to ensure the survival of the landscaping and preference shall be given to plantings that will blend with the landscaping done on the adjacent property governed by the Stadion Agreement. In lieu of privacy screening wall or parking lot screening, berms of 3 - 4ft height with native steeper xeriscape plantings will be constructed along future city roads to the East and south.

(d) *Above Ground Power and Controls.* The Company shall not be obligated to bury any lines used to control or operate equipment utilized in the power generation process within the Generation Property. The Company shall not be obligated to bury any electric lines used to deliver power from the Generation Property to any property governed by the Stadion Agreement. Notwithstanding the foregoing, this subsection shall not apply to any street crossing.

(e) *Laydown Yard.* The Company is authorized to utilize [Insert location of property and acreage] as a construction laydown, storage, and staging area during construction of the Generation Project including activities on the Generation Property and all necessary work in connection with the natural gas pipeline(s) to serve the Generation Property as part of the Generation Project.

5.3 *Changes in Applicable Rules.* Subject to Section 5.9 below, no addition to, or modification of, the Applicable Rules, including any zoning, noise, landscaping, fence height, above ground power line, land use or building regulation, adopted or effective after the Effective Date, shall be applied to the Generation Project or the Generation Property, except changes to the Applicable Rules that are generally applicable on a City-wide basis and are updates or amendments to building, plumbing, mechanical, electrical, drainage or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization or by the state or federal

governments. The Company may elect in its sole discretion, and upon written notice to the City, to have any other changes to the Applicable Rules apply to the Generation Project or the Generation Property or any portion thereof, in which case such addition or modification shall be deemed incorporated into the Applicable Rules with respect to the Generation Project or the Generation Property or such portion thereof, as applicable. To the extent that any Applicable Rule conflicts with the provisions of this Agreement, the provisions of this Agreement shall control, and such provisions shall be deemed to be included in the Applicable Rules. If applicable state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as necessary to comply with such state or federal laws or regulations. The City shall not add or modify any Applicable Rule, including any zoning, land use or building regulation, with the express or inferred intent to specifically or inequitably target the Generation Project, the Generation Property or the data center industry or in a manner that adversely affects the Generation Project, the Generation Property or the data center industry. City staff shall not support or initiate any zoning application or change to the Applicable Rules to (i) rezone any property adjacent to the Generation Property to residential, unless such rezone is expressly conditioned on the recognition of the vested right to develop the Generation Project and contains protections to assure that the Generation Project is not required to eliminate or reduce the level of noise, light, traffic or other activity on or in the vicinity of the Generation Property or (ii) allow any Mining Activities to be conducted on, under or within the Generation Property.

5.4 Moratoria or Interim Control Ordinances. No ordinance, resolution, policy or other measure enacted after the Effective Date that relates directly or indirectly to the Generation Project or to fees associated with or the timing, sequencing or phasing of the development or construction of the Generation Project shall apply to the Generation Property or this Agreement, unless it is (i) reasonably found by the City to be necessary to the public health and safety of the residents of the City and (ii) generally applicable on a City-wide basis (except to the extent necessary in the event of a natural disaster).

5.5 Timeframes and Staffing for Processing and Review. To the extent reasonably possible, the City shall expedite processing of all Project Approvals (including staff review and processing and actions by any boards and commissions) and any other approvals or actions requested by the Company in connection with the Generation Project or the Infrastructure Improvements, provided that the Company shall be responsible for payment of any third-party fees or charges necessary to accomplish the expedited processing of Project Approvals. The City shall assign a building inspector dedicated to the prompt review of any and all plans and the prompt performance of any and all inspections required for the design, construction, development and occupancy of the Generation Project or the Infrastructure Improvements. For purposes of this section, an expedited timeline would be ten (10) days from submission of a completed application when reasonably possible. If City lacks sufficient staffing to expedite processing, City may, at Company's option and expense, employ a third party to facilitate expedited processing.

5.6 Other Approvals. The City shall assist and cooperate in good faith with the Company in connection with obtaining any (i) approvals and permits from other governmental or quasi-governmental agencies having jurisdiction over the Generation Property, the Generation Project or the Infrastructure Improvements and (ii) similar documents and instruments from third parties, as may be necessary or desirable in connection with the development or operation of the

Generation Project or the Infrastructure Improvements. Except for actions that require public hearings or noticing periods pursuant to state law (which actions the City shall take within the minimum time periods required pursuant to state law), if City action is required in connection with obtaining any such approvals, permits, documents or instruments, the City shall take final action within ten (10) Business Days (as defined below) following its receipt of each such request; provided that such period shall be tolled for any period during which the City is awaiting revisions or additional information from the Company that are necessary to complete the City process.

5.7 Timing and Rate of Development. The Generation Project may include multiple phases extending over a period of years. The City acknowledges that as of the Effective Date, the Company cannot predict if, when or at what rate the development of the Generation Project will occur, which will depend upon numerous factors, including factors outside of the control of the Company, such as market orientation and demand, competition, availability of qualified laborers and weather conditions. Subject to the Generation Project Approvals, the Company may develop the Generation Project in such order and at such rate and times as the Company deems appropriate in its sole and absolute discretion, which the City agrees is consistent with the intent, purpose and understanding of the Parties. Nothing in this Agreement shall be construed to require the Company to proceed with developing the Generation Project or any portion thereof.

5.8 Additional Property. This Agreement is hereby adopted and approved by the City to apply to any real property within the municipal limits of the City that is adjacent and contiguous to the Generation Property (or that is separated from the Generation Property only by roads, public rights of way, easements or similar land rights or uses) that the Company or an affiliate of the Company may from time to time acquire following the Effective Date (whether in one or more parcels, “**Additional Property**”), subject to the Zoning Ordinance in effect at the time of such acquisition, including any setback or buffering requirements in the Zoning Ordinance. If the Company or an affiliate of the Company acquires Additional Property, then automatically upon notice thereof to the City, this Agreement shall apply with respect to, and the definition of “Generation Property” hereunder shall include, such Additional Property regardless of whether the legal description of such Additional Property is actually attached hereto.

5.9 Vested Rights Doctrine. Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances and regulations after the Effective Date.

Notwithstanding the retained power of the City to enact such legislation under its police power, such legislation shall not modify the Company’s vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah, 1988), its progeny or any other exception to the doctrine of vested rights recognized under state or federal law, including laws, rules or regulations that the City’s land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann., §10-9a-509(1)(a)(ii)(A) (2025).

5.10 Grading and Excavation. Notwithstanding anything to the contrary in this Agreement or in the Code, prior to obtaining site plan approval, the Company shall be permitted

to apply for each of (a) a mass grading permit for work on the Generation Property, and (b) an excavation permit for work related to the installation of utilities and helical piers and pilings for equipment that does not include buildings. The City shall review such grading and excavation permits within ten (10) Business Days of submission of a complete applications for each respective permit. No grading or excavation pursuant to this section shall occur until such permits are approved.

Commented [MD1]: What if there are issues with the permit and approval is not appropriate?

5.11 Stadion Development Agreement. Except as modified by this Agreement, the Stadion Development Agreement remains in full force and effect, and the Generation Property shall continue to be governed by its terms.

ARTICLE VI WATER AND SEWER

6.1 Water and Sewer Improvements. To allow the Generation Project to move forward, certain water and sewer infrastructure may need to be upgraded. Company acknowledges that it is responsible for the costs of any upgrades that may be necessary. At this time, the Parties are evaluating to what extent the water and sewer infrastructure needs to be expanded or modified. The Parties will work together in good faith to determine what expansion or modification of the existing water and sewer infrastructure will be necessary. If the Parties later determine that expansion or modification of the water and sewer infrastructure is necessary, the Parties will meet to confer about how best to amend this Agreement.

6.2 Water Effluent. Company has purchased or is in the process of purchasing water for use in the Generation Project. The Parties acknowledge that City must follow certain guidelines when treating water effluent. Any water effluent that the City receives from Company in connection with the Generation Project shall contain no more than 800 mg/L total dissolved solids (TDS).

ARTICLE VII MORTGAGES

7.1 Mortgages. This Agreement shall not prevent or limit the Company from encumbering the Generation Property or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more Mortgages with respect to the construction, development, use or operation of the Generation Project or any portion thereof. The City acknowledges that Mortgagees may require certain interpretations and modifications of this Agreement. Upon the Company's request from time to time, the City shall meet with the Company and such Mortgagees to negotiate in good faith any such requests for interpretation or modification. The City shall not unreasonably withhold its consent to any such requested interpretation or modification that is consistent with the intent and purposes of this Agreement.

7.2 Mortgagee Not Obligated. A Mortgagee shall not have any obligation or duty to perform pursuant to the terms set forth in this Agreement.

7.3 Mortgagee Notice and Cure Rights. If requested in writing by a Mortgagee, the City shall deliver to such Mortgagee any notice of default delivered to the Company hereunder. A Mortgagee shall have the right, but not the obligation, to cure such default within thirty (30) days

after such Mortgagee receives such notice, during which period the City shall not exercise any remedies hereunder.

7.4 Disaffirmation. If this Agreement is terminated with respect to a portion of the Generation Property by reason of any default by the Company or as a result of a bankruptcy proceeding of the Company, or if this Agreement is disaffirmed by a receiver, liquidator or trustee for the Company or its property, then the City, if requested by a Mortgagee, shall negotiate in good faith, with the most senior requesting Mortgagee, a new development agreement for the Generation Project as to such portion of the Generation Property. This Agreement does not require any Mortgagee or the City to enter into a new development agreement pursuant to this Section 6.4.

ARTICLE VIII TERM

The term of this Agreement (the “**Term**”) shall commence on the Effective Date and continue for a period of forty (40) years. The Company may at any time and for any reason terminate this Agreement automatically upon notice thereof to the City.

ARTICLE IX THIRD PARTY TRANSACTIONS

9.1 Estoppel Certificate. At any time, and from time to time, either Party may deliver written notice to the other Party requesting that such other Party certify in writing, to the knowledge of the certifying Party: (i) that this Agreement is in full force and effect and a binding obligation of the Parties; (ii) that this Agreement has not been amended or modified, or if amended or modified, a description of each such amendment or modification; (iii) that the requesting Party is not then in breach of this Agreement, or if in breach, a description of each such breach; (iv) that the Infrastructure Improvements have been completed, or if not completed, a description of each component of the Infrastructure Improvements that has not been completed; (v) that all Construction Costs have been incurred and paid by the City (if true), and the amount of all Construction Costs incurred and paid by the City; (vi) that all Construction Costs have been reimbursed by the Company to the City (if true), and the amount of any and all Construction Costs reimbursed by the Company to the City (and any other amounts paid by the Company to the City for the Infrastructure Improvements); and (vii) any other factual matters reasonably requested (an “**Estoppel Certificate**”). The City Manager, or such other person(s) authorized by the City Council, may execute, on behalf of the City, any Estoppel Certificate requested by the Company that is consistent with this Section 8.1. The City acknowledges that an Estoppel Certificate may be relied upon by transferees or successors in interest to the Company and by Mortgagees holding an interest in the Generation Property.

9.2 No Third Party Beneficiaries. The only parties to this Agreement are the City and the Company. There are no third party beneficiaries under this Agreement, and except for assignees and successors-in-interests to either Party, this Agreement shall not be construed to benefit or be enforceable by any other party whatsoever.

**ARTICLE X
DEFAULT AND REMEDIES**

10.1 Generally. In the event of a default of this Agreement, the non-defaulting Party may provide written notice of the default to the defaulting Party and specify a period of not less than fifteen (15) days during which the defaulting Party shall have the right to cure such default; provided, however, that such cure period may be extended if (i) the default cannot reasonably be cured within the cure period provided in such notice, (ii) the curing Party notifies the non-defaulting Party of such fact by no later than the end of the cure period provided in the notice, (iii) the curing Party has theretofore been diligent in pursuing the cure and (iv) the curing Party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. If the defaulting Party fails to cure the default within such cure period, the non-defaulting Party may either (a) terminate this Agreement or (b) enforce this Agreement by the additional remedies set forth below.

10.2 Company's Additional Remedies Upon Default by City. The Company's sole and exclusive remedy under this Agreement for a default by the City shall be specific performance of the rights granted in this Agreement and City's obligations under this Agreement.

10.3 CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

**ARTICLE XI
MISCELLANEOUS**

11.1 Force Majeure. If due to the occurrence of a Force Majeure Event a Party is unable to meet any obligation hereunder, then the deadline for performing such obligation shall be automatically extended by one (1) day for each day of such Force Majeure Event; provided that such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances of such Force Majeure Event affecting its performance or to complete performance in as timely a manner as is reasonably possible.

11.2 Recitals. The recitals of this Agreement are material terms hereof and shall be binding upon the Parties.

11.3 Notice. Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United States Parcel Service. Until further notification by written notice in the manner required by this Section 10.3, notices to the Parties shall be delivered as follows:

City:	Eagle Mountain City Attn: City Recorder 1650 E. Stagecoach Run
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Company: [Will-Power UT, LLC]
650 S Main Street, 3rd Floor
Salt Lake City, Utah 84101

Attn: Land Department

With a copy to: [Name]
[Address]
Attn:

If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the second (2nd) Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the Party to whom it is directed, postage prepaid. Notice made by personal delivery or overnight delivery shall be deemed given when received.

11.4 Assignment. The Company may assign its rights and obligations under this Agreement to any (i) affiliate controlling, controlled by or under common control with the Company (and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder) or (ii) subsequent owner or lessee of all or any portion of the Generation Property. If the Company sells the Generation Property in its entirety and assigns its rights and obligations hereunder to its successor in title to the Generation Property or any portion thereof, then the Company shall be relieved of all of its covenants, commitments and obligations hereunder to the extent of the property sold or conveyed.

11.5 Run with the Land. This Agreement shall run with the Generation Property and any portion thereof as it may be subdivided or recombined. The Company shall record in the Official Records a memorandum of this Agreement in a form acceptable to the City and the Company setting forth the existence of this Agreement.

11.6 Entire Agreement. This Agreement, including all Exhibits attached hereto, contains the entire agreement between the Parties regarding the subject matter hereof, and all prior or contemporaneous communications or agreements between the Parties or their respective representatives with respect to the subject matter herein, whether oral or written, are merged into this Agreement and extinguished. Except for the Company's right to modify the description of the Generation Property from time to time as set forth in Section 5.8, no agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. If any term or provision of this Agreement or any application thereof shall be unenforceable, the remainder of this Agreement and any other application of any such term or provision shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon

by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party. It is the Parties' collective intention to encourage, promote and aid the Generation Project so that the opportunities and positive community impacts of the Generation Project are fully realized by the City, its citizens and the Company.

11.7 Waivers. Neither Party may waive any condition or breach of any representation, term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.

11.8 Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Utah.

11.9 Interpretation. The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific terms, statements or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such term, statement or matter.

11.10 Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

11.11 Business Days. As used herein, the term "**Business Day**" shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Utah. All other references to "days" hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Utah, then the date for performance thereof shall be extended to the next Business Day.

11.12 Effect on Other Vested Rights. This Agreement does not abrogate any rights established or preserved by any applicable law, or by any other agreement or contract executed by

the City and the Company in connection with the Generation Project, or that have vested or may vest pursuant to common law or otherwise.

11.13 Confidential Information. The Company may designate any trade secrets or confidential business information included in any report or other writing delivered to the City pursuant to or in connection with this Agreement by any method intended to clearly set apart the specific material that the Company claims to be either its trade secrets or confidential business information that, if released, would give an advantage to competitors or result in unfair competitive injury to the Company (such information, collectively, “**Confidential Business Information**”). For the avoidance of doubt, all building plans shall be deemed Confidential Business Information. The City shall redact or delete any Confidential Business Information from any records it makes available for inspection or of which it provides copies. Within two (2) Business Days following the City’s receipt of any request to inspect or obtain copies of public records relating to this Agreement or the Generation Project, the City shall provide written notice of the same to the Company, which notice shall include a copy of such request. The City shall not allow inspection or provide copies of any such records until the Company shall have had not less than ten (10) Business Days (following and excluding the day on which the Company receives such notice) to determine whether to contest the right of any party to inspect or receive copies of such records. Any such action to enjoin the release of Confidential Business Information may be brought in the name of the Company or the City. The costs, damages, if any, and attorneys’ fees in any proceeding commenced by the Company or at its request by the City to prevent or enjoin the release of Confidential Business Information in any public records relating to this Agreement or the Generation Project shall be borne by the Company.

11.14 Attorneys’ Fees. If any action is brought by either Party against the other Party, relating to or arising out of this Agreement or the enforcement hereof, the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys’ fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 10.14 shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.

11.15 Further Assurances. Upon the request of the other Party, each Party agrees to (i) furnish to the other Party such requested information, (ii) execute and deliver to the other Party such requested documents and (iii) do such other acts and things reasonably required for the purpose of carrying out the intent of this Agreement.

11.16 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER.

[Signatures appear on following page]

CITY:

EAGLE MOUNTAIN CITY,
a municipal corporation of the State of Utah

Jared Gray, Mayor

ATTEST:

City Recorder

COMPANY:

[Will-Power UT, LLC]
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A

PROPERTY

The surface rights in and to that certain real property located in Utah County, State of Utah, and described as follows:

For convenience only:

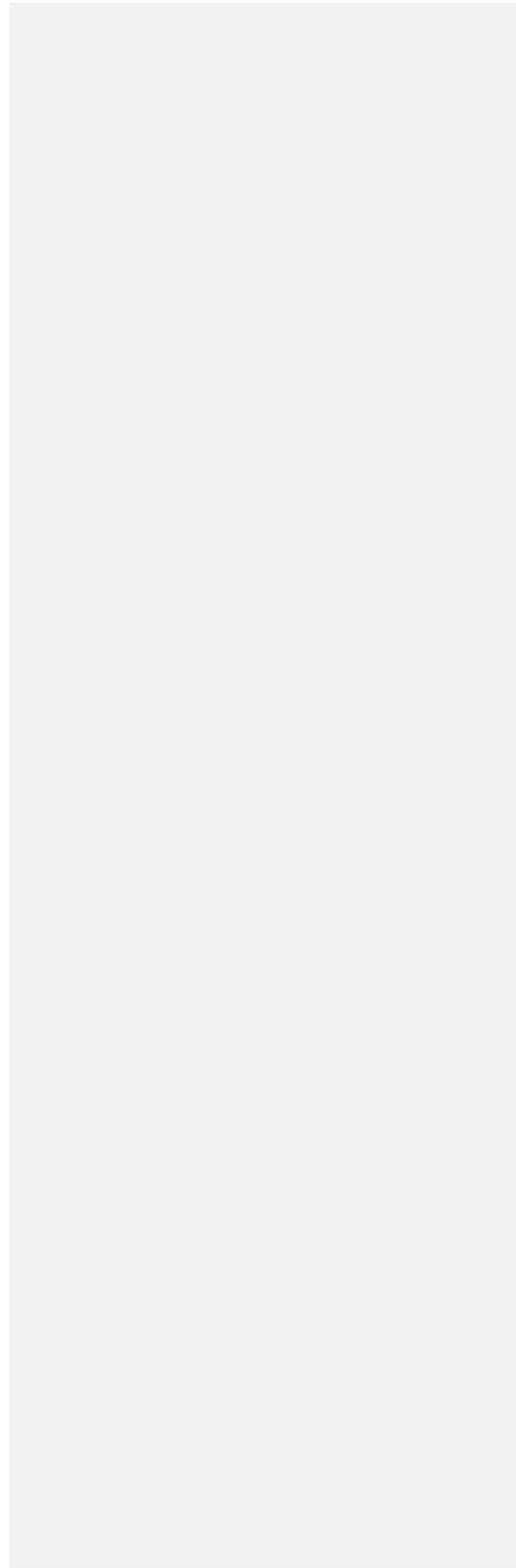
Tax parcels

Error! Unknown document property name.

EXHIBIT A

Error! Unknown document property name.

EXHIBIT B-1



Error! Unknown document property name.

EXHIBIT B-2

