

ORDINANCE NO. O-9 -2026

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,  
APPROVING THE DEVELOPMENT AGREEMENT WITH WILLIAMS

*PREAMBLE*

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Development Agreement with Williams, as set forth more specifically in Exhibit A.

NOW THEREFORE, BE IT ORDAINED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the Development Agreement with Williams, as set forth in Exhibit A.
2. The Development Agreement with Williams is hereby approved, as set forth more specifically in Exhibit A.
3. This Ordinance shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3<sup>rd</sup> day of March, 2026.

EAGLE MOUNTAIN CITY, UTAH

  
\_\_\_\_\_  
Jared Gray, Mayor

ATTEST:

  
\_\_\_\_\_  
Lacie A. Messerly  
City Recorder



CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 3<sup>rd</sup> day of March, 2026.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
<input checked="" type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark
<input checked="" type="checkbox"/> Zachory Huish	<input type="checkbox"/> Zachory Huish	<input type="checkbox"/> Zachory Huish	<input type="checkbox"/> Zachory Huish
<input checked="" type="checkbox"/> Craig Whiting	<input type="checkbox"/> Craig Whiting	<input type="checkbox"/> Craig Whiting	<input type="checkbox"/> Craig Whiting
<input checked="" type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood
<input checked="" type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright



*Lacie A. Messerly*  
\_\_\_\_\_  
Lacie A. Messerly  
City Recorder

Posted on 4/9/2026 by SA.

# Exhibit A

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into as of March 4, 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 (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 holds an easement on certain real property consisting of approximately 112.09 acres of land located in the Eagle Mountain City, Utah County, State of Utah, and divided into permanent and temporary easement areas 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 electricity using simple-cycle gas turbines, storing, transforming, distributing, and/or managing electricity utilizing natural gas delivered to the Generation Property by pipeline (the “**Generation Project**”).

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 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. 09-2026 on 3/3, 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 Five Hundred and No/100 Dollars (\$500.00), 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 xeriscape plantings will be constructed along future city roads to the East and south. Notwithstanding the foregoing, Company shall be required to plant trees along Pony Express Parkway as required by the Code.

(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 a portion of Parcel Id. No. 590840011, and Parcel Id. No. 590840014, as depicted on Exhibit B-1 and Exhibit B-2 respectively, for use 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. Nothing in this Agreement shall be construed to require the Company to proceed with developing the Generation Project or any portion thereof. If Company does proceed with developing the Generation Project, Company shall complete the Generation Project and be operational within five (5) years of the Effective Date. If it appears that Company will not be able to meet this deadline, the Parties shall meet to confer in good faith regarding the possibility of an extension.

5.8 Additional Property. This Agreement is hereby adopted and approved by the City to apply to any portion of the parcel currently identified on the records of the Utah County Recorder by identification number 66:815:0001 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. This Agreement shall not apply to an any such Additional Property unless or until such Additional Property is entitled to be developed at the Company’s discretion with uses identical or similar to the Generation Project.

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.

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, 3<sup>rd</sup> Floor  
Salt Lake City, Utah 84101

Attn: Land Department

With a copy to: Parsons Behle & Latimer  
Attn: J.D. Kesler  
201 S. Main Street, Suite 1800  
Salt Lake City, UT 84111

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:**

  
\_\_\_\_\_  
Lacie A. Messerly  
City Recorder



**COMPANY:**

Will-Power UT, LLC  
a Delaware limited liability company

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

Name: John Suchar

Title: VP Permitting & Land

**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:

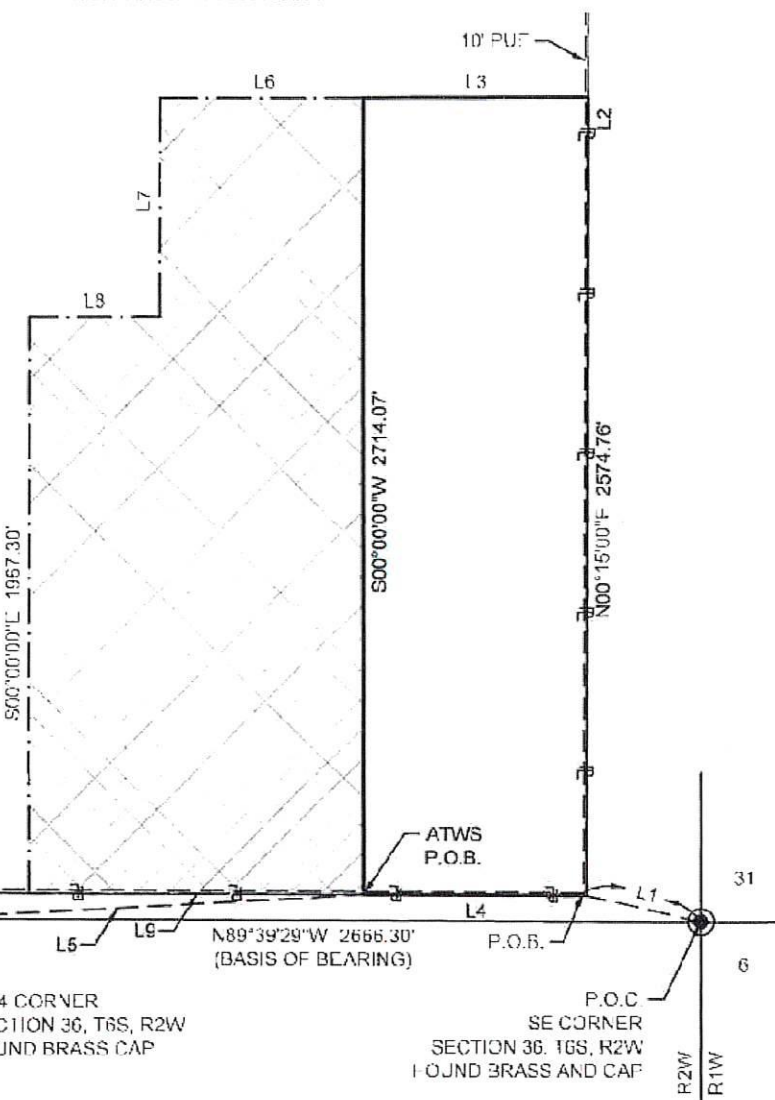
Tax parcels: 66:815:0001

# "SURVEY EXHIBIT"

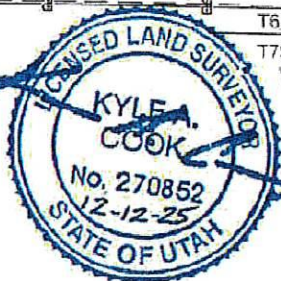
SEE "LEGAL EXHIBIT" FOR LEGAL DESCRIPTION

SE1/4 SECTION 36, T6S, R2W  
 UTAH COUNTY, UTAH  
 TAX PARCEL ID: 668150001

LENGTH OF SURVEY LINE		
LINE #	BEARING	DISTANCE
L1	N76°58'44"W	400.93'
L2	N0°14'38"E	143.95'
L3	N90°00'00"W	786.57'
L4	S89°39'29"E	774.74'
L5	S66°59'07"W	1,502.98'
L6	N90°00'00"W	695.53'
L7	S0°00'00"E	739.95'
L8	N90°00'00"W	445.00'
L9	S80°39'29"E	1,140.55'



STADION LLC



S1/4 CORNER  
 SECTION 36, T6S, R2W  
 FOUND BRASS CAP

P.O.C.  
 SE CORNER  
 SECTION 36, T6S, R2W  
 FOUND BRASS AND CAP

**CERTIFICATE OF SURVEYOR**

I, KYLE A. COOK, A REGISTERED LAND SURVEYOR IN THE STATE OF UTAH #270852, HEREBY CERTIFIES THAT THIS EXHIBIT OF A PARCEL AND TEMPORARY WORKSPACE FOR A WILL-POWER UT, LLC PROJECT WAS MADE FROM NOTES TAKEN DURING A FIELD SURVEY MADE UNDER MY DIRECTION BY COOK SURVEYING & ASSOCIATES AND IT CORRECTLY SHOWS TO THE BEST OF OUR ABILITIES, THE LOCATION OF THE PARCEL.

**SURVEYOR NARRATIVE**

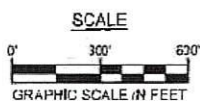
THE PURPOSE OF THIS SURVEY IS TO PROVIDE A PARCEL AND TEMPORARY WORKSPACE FOR THE CONSTRUCTION OF A NEW WILL-POWER UT, LLC, PARCEL LOCATED IN UTAH COUNTY, UTAH- SECTION 36, T6S, R2W.

**LENGTH**

**LEGEND**

PROPERTY LINE  
 FOUND MONUMENT

P.O.C. POINT OF COMMENCEMENT  
 P.O.B. POINT OF BEGINNING  
 P.O.T. POINT OF TERMINUS



**AREAS**

53.41 AC  
 48.68 AC

ADDITIONAL TEMPORARY WORKSPACE (ATWS)  
 NEW PARCEL

REV.	
DWN. BY:	VM DATE: 12/13/2025
CHK. BY:	SH DATE: 12/11/2025
PAGE: 1	OF 1

WILL-POWER UT, LLC  
 PARCEL DESCRIPTION  
 CERTIFIED PLAT  
 STADION LLC  
 EMTN-UT-UT-0049  
 UTAH COUNTY, UTAH

K:\MAPPING\UT\UT\Map\0049-1\_LANDCERT\EMTN-UT-0049\_02.dwg

## "LEGAL EXHIBIT"

SEE "SURVEY EXHIBIT" FOR PLAT

E ½ of Section 36, T6S, R2W, SLBM  
Utah County, Utah  
(Tax Parcel ID # 668150001)

Will - Power UT, LLC.

### PARCEL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE EAST HALF OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE MERIDIAN, UTAH COUNTY, UTAH; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36, T 6 S, R 2 W, S.L.B.M., A FOUND BRASS CAP; THENCE NORTH 76° 58' 44" WEST A DISTANCE OF 400.93 FEET TO THE SOUTHEAST CORNER OF THE PARCEL FOR THE WILL - POWER UT, LLC. PARCEL AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE SAID PARCEL THE FOLLOWING (5) FIVE COURSES:

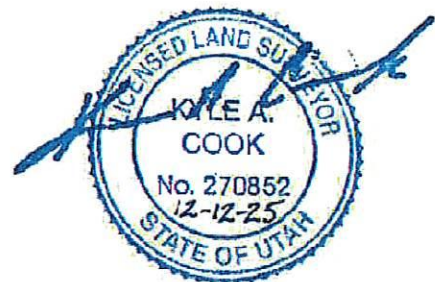
1. NORTH 00° 15' 00" EAST A DISTANCE OF 2574.76 FEET;
2. NORTH 00° 14' 38" EAST A DISTANCE OF 143.95 FEET;
3. NORTH 90° 00' 00" WEST A DISTANCE OF 786.57 FEET;
4. SOUTH 00° 00' 00" WEST A DISTANCE OF 2714.07 FEET;
5. SOUTH 89° 39' 29" EAST A DISTANCE OF 774.74 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

THE TOTAL AREA OF THE WILL - POWER UT, LLC. PARCEL, AS DESCRIBED ABOVE IS 48.68 ACRES MORE OR LESS.

BASIS OF BEARING IS NORTH 89° 39' 29" WEST A DISTANCE OF 2666.30 FEET BETWEEN FOUND BRASS CAP MONUMENTS MARKING THE SOUTHEAST AND SOUTH QUARTER CORNERS OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE MERIDIAN

#### NOTES:

1. This exhibit A was prepared without a current title commitment, therefore, Cook Surveying & Associates has researched or has shown other easements, rights of way, variances and / or agreements of record except shown hereon.
2. Bearings and distances measured are based on GPS observations. using the NAD 83 Utah Central Zone (4302) ensures that survey control, easements, and mapping projects are tied to a consistent, recognized coordinate framework. This minimizes distortion over the project area and provides compatibility with county, state, and federal mapping standards.
3. Distances shown hereon are measured in US Survey feet.



## "LEGAL EXHIBIT"

SEE "SURVEY EXHIBIT" FOR PLAT

E ½ of Section 36, T6S, R2W, SLBM  
Utah County, Utah  
(Tax Parcel ID # 668150001)

Will - Power UT, LLC.

### TEMPORARY WORKSPACE DESCRIPTION

A TEMPORARY WORKSPACE SITUATED IN THE EAST HALF OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE MERIDIAN, UTAH COUNTY, UTAH; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36, T 6 S, R 2 W, S.L.B.M., A FOUND BRASS CAP; THENCE NORTH 76° 58' 44" WEST A DISTANCE OF 400.93 FEET AND NORTH 89° 39' 29" WEST A DISTANCE OF 774.74 FEET TO THE SOUTHEAST CORNER OF THE TEMPORARY WORKSPACE FOR THE WILL - POWER UT, LLC. PARCEL AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE SAID PARCEL THE FOLLOWING (6) SIX COURSES:

1. NORTH 00° 00' 00" EAST A DISTANCE OF 2714.07 FEET;
2. NORTH 90° 00' 00" WEST A DISTANCE OF 695.53 FEET;
3. SOUTH 00° 00' 00" EAST A DISTANCE OF 739.95 FEET;
4. NORTH 90° 00' 00" WEST A DISTANCE OF 445.00 FEET;
4. SOUTH 00° 00' 00" EAST A DISTANCE OF 1967.30 FEET;
5. SOUTH 89° 39' 29" EAST A DISTANCE OF 1140.55 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

THE TOTAL AREA OF THE WILL - POWER UT, LLC. TEMPORARY WORKSPACE AS DESCRIBED ABOVE IS 63.41 ACRES MORE OR LESS.

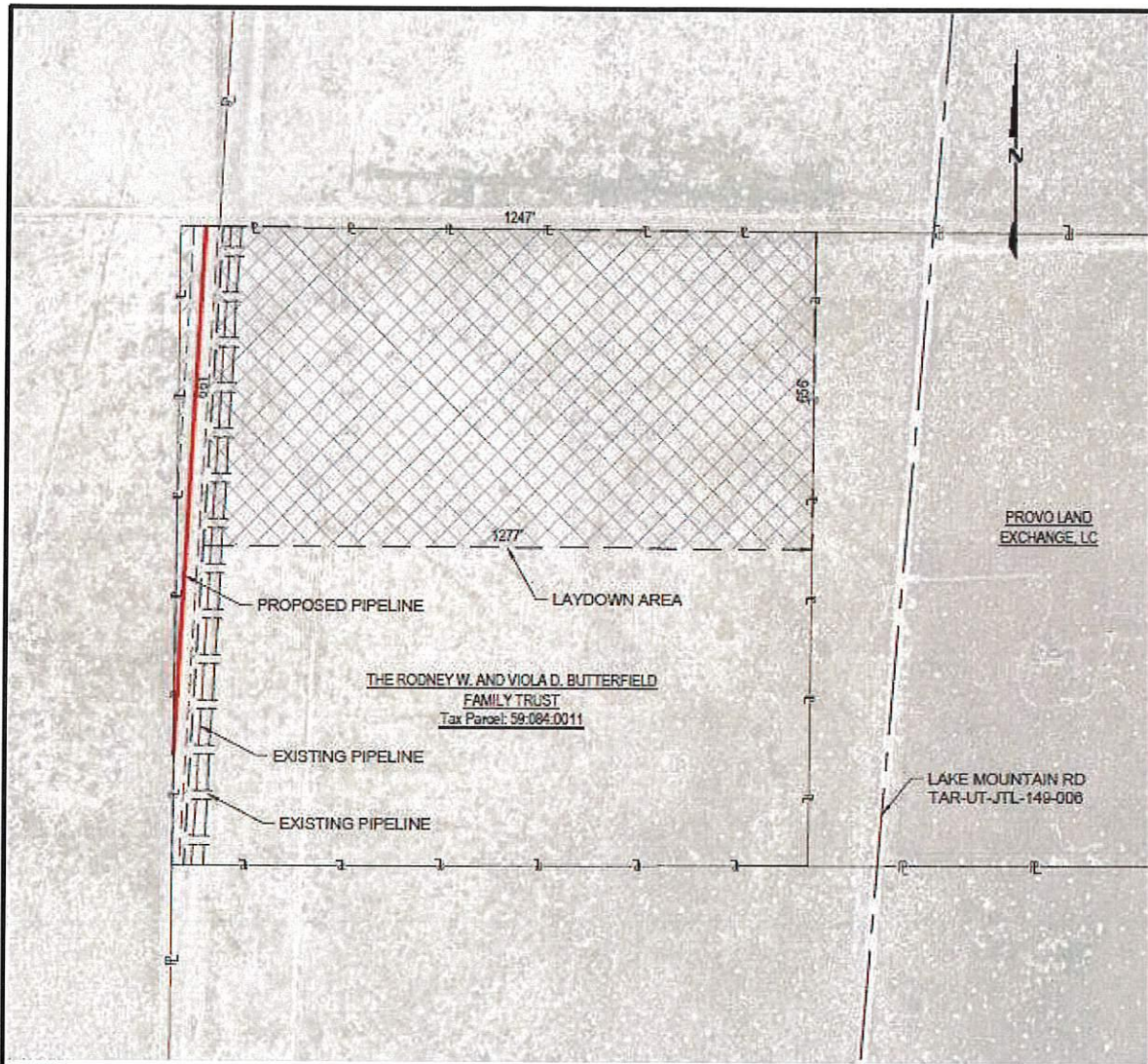
BASIS OF BEARING IS NORTH 89° 39' 29" WEST A DISTANCE OF 2666.30 FEET BETWEEN FOUND BRASS CAP MONUMENTS MARKING THE SOUTHEAST AND SOUTH QUARTER CORNERS OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE MERIDIAN.

#### NOTES:

1. This exhibit A was prepared without a current title commitment, therefore, Cook Surveying & Associates has researched or has shown other easements, rights of way, variances and / or agreements of record except shown herein.
5. Bearings and distances measured are based on GPS observations, using the NAD 83 Utah Central Zone (4302), ensures that survey control, easements, and mapping projects are tied to a consistent, recognized coordinate framework. This minimizes distortion over the project area and provides compatibility with county, state, and federal mapping standards.
6. Distances shown hereon are measured in US Survey feet.



The logo for Williams, featuring the name "Williams" in a stylized, italicized font with a swoosh underneath.

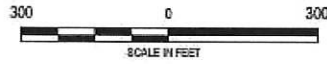


**LEGEND**

- PROPOSED PIPELINE
- EXISTING PIPELINE
- ACCESS ROAD
- PROPERTY LINE

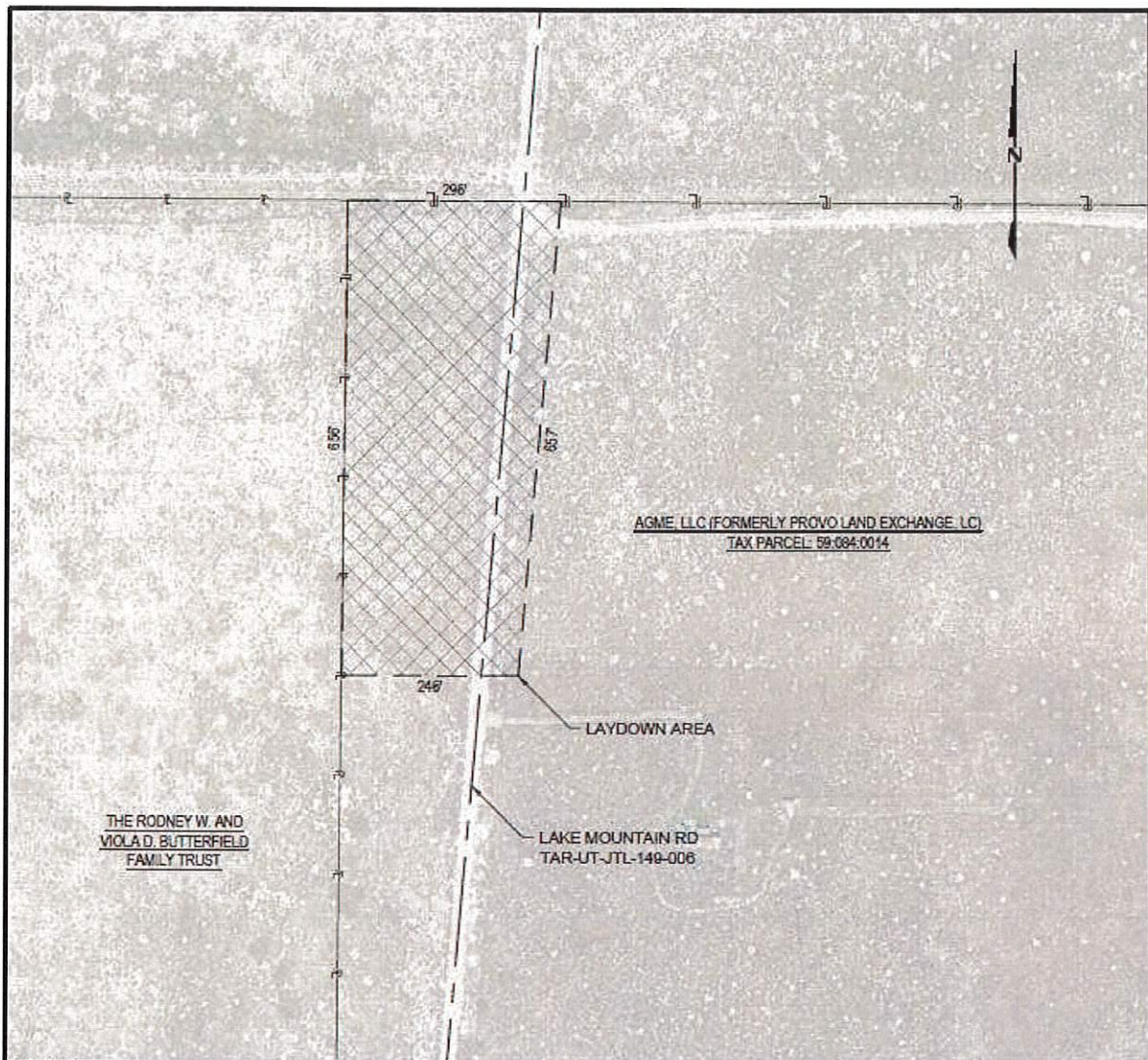
**AREAS**

- ON-SITE LAYDOWN AREA



DRAWING NO.		REFERENCE TITLE		WILL-POWER PIPELINE UT, LLC ONSITE LAYDOWN YARD ACQUISITION EXHIBIT THE RODNEY W. AND VIOLA D. BUTTERFIELD FAMILY TRUST TAX PARCEL: 59-084-0011 UTAH COUNTY, UTAH							
NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.	DRAWN BY: VM	DATE: 11/14/2025	ISSUED FOR BID:	SCALE: 1" = 300'	
A	12/04/2025	VM	ISSUED FOR REVIEW	C1012517	PB	NB	CHECKED BY: PB	DATE: 11/15/2025	ISSUED FOR CONSTRUCTION:	REVISION:	
							APPROVED BY: NB	DATE: 11/15/2025	DRAWING NUMBER: EMTN-UT-EX-0045,1	SHEET 1	
							W.O: C1012617	RID:	9:07 AM WASH 12/25	OF 1	

EXHIBIT B-1



**LEGEND**

- PROPOSED PIPELINE
- EXISTING PIPELINE
- ACCESS ROAD
- PROPERTY LINE

**AREAS**

- 4.00 AC. ONSITE LAYDOWN AREA



DRAWING NO.		REFERENCE TITLE		WILL-POWER PIPELINE UT, LLC ONSITE LAYDOWN YARD ACQUISITION EXHIBIT AGME, LLC (FORMERLY PROVO LAND EXCHANGE, LC) TAX PARCEL: 59-084-0014 UTAH COUNTY, UTAH							
NO.	DATE	BY	REVISION DESCRIPTION	W.G. NO.	CHK.	APP.	DRAWN BY:	VM	DATE: 11/14/2025	ISSUED FOR EID:	SCALE: 1" = 200'
A	12/04/2025	VM	ISSUED FOR REVIEW	C1012617	PB	NB	CHECKED BY:	PB	DATE: 11/15/2025	ISSUED FOR CONSTRUCTION:	REVISION:
							APPROVED BY:	NB	DATE: 11/15/2025	DRAWING NUMBER:	SHEET 1
							WC: C1012617	RD:		EMTN-UT-EX-0045,2	OF 1

EXHIBIT B-2