

MIDA Board Meeting

Meeting held at the East Senate Building, Room 120

120 E Capitol St, Salt Lake City, UT 84103

and accessible virtually via Zoom.

BOARD MEMBERS:

Stuart Adams (Chair)

Jerry Stevenson (Vice Chair)

Gage Forerer

Gary Harter

Mark Shepard

Mike Ostermiller

Jefferson Moss (non-voting)

AGENDA

1. Review and approve minutes from the December 16th, 2025, MIDA Board meeting.
2. RESOLUTION 2026-01
A RESOLUTION OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”) THANKING KARL MCMILLAN FOR HIS SERVICE AS A MEMBER OF THE MIDA BOARD AND ITS PUBLIC INFRASTRUCTURE DISTRICTS.
3. RESOLUTION 2026-02
A RESOLUTION OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”) AUTHORIZING AND APPROVING A LOAN AGREEMENT RELATED TO THE UTAH NATIONAL GUARD PROJECT AREA PREVIOUSLY APPROVED BY THE MIDA LOAN APPROVAL COMMITTEE; AUTHORIZING THE EXECUTION THEREOF; AND PROVIDING FOR RELATED MATTERS.
Presenter: Paul Morris
4. RESOLUTION 2026-03
A RESOLUTION OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”) APPOINTING DYLAN BRAUER AS A MEMBER OF THE CORMONT PUBLIC INFRASTRUCTURE DISTRICT BOARD OF TRUSTEES.
Presenter: Richard Catten
5. RESOLUTION 2026-04
A RESOLUTION OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”) ADOPTING AMENDMENTS TO THE MILITARY RECREATION FACILITY PROJECT AREA DEVELOPMENT STANDARDS AND GUIDELINES AMENDING THE LIGHTING STANDARDS AND UPDATING OTHER SECTIONS OF THE STANDARDS.
Presenter: Richard Catten
6. RESOLUTION 2026-05
A RESOLUTION OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY BOARD (“MIDA”) DECLARING THE SATISFACTION AND RELEASE OF SPECIAL ASSESSMENT REVENUE BONDS (FALCON HILL ASSESSMENT AREA), SERIES 2017, AND AUTHORIZING THE RELEASE OF SPECIAL ASSESSMENT LIENS ON BUILDING 1575 (CAZADOR) AND BUILDING J (REDHAWK).
Presenter: Paul Morris
7. Time certain (9:00 am)
RESOLUTION 2026-06
A RESOLUTION OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”) ADOPTING THE STRATOS PROJECT AREA PLAN AND DIRECTING THE PUBLICATION OF NOTICE OF ITS APPROVAL IN A NEWSPAPER OF GENERAL CIRCULATION AS PROVIDED BY LAW.
Presenter: Paul Morris

8. RESOLUTION 2026-07
A RESOLUTION OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”) ADOPTING THE MIDA STRATOS PROJECT AREA DEVELOPMENT STANDARDS AND GUIDELINES THAT WILL CONTROL THE DEVELOPMENT OF PROPERTY WITHIN THE BOX ELDER LOCATION OF THE STRATOS PROJECT AREA.
Presenter: Paul Morris
9. RESOLUTION 2026-08
A RESOLUTION OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (MIDA) APPROVING AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN MIDA AND THE MASTER DEVELOPER OF THE STRATOS PROJECT AREA.
Presenter: Paul Morris
10. ORDINANCE 2026-01
AN ORDINANCE OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”) LEVYING A MUNICIPAL ENERGY SALES AND USE TAX IN THE STRATOS PROJECT AREA.
Presenter: Paul Morris
11. RESOLUTION 2026-09
A RESOLUTION OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”) APPROVING AND AUTHORIZING THE EXECUTION OF THE INTERLOCAL COOPERATION AGREEMENT BETWEEN MIDA AND BOX ELDER COUNTY.
Presenter: Paul Morris
12. Adjourn. The next scheduled meeting is May 19, 2026, at 9:00 am.

NOTICES: Individuals with disabilities may make requests for reasonable accommodation to attend or participate in the meeting. Please make requests at least 24 hours in advance. To make a request, please contact our staff at contact@midaut.org or 801-251-6342. Committee Members may participate in the meeting via teleconferencing or telephonic communication. Both video conference and telephone communication will be enabled so that Committee Members and all other meeting participants and attendees will be able to hear all discussions. General public attendees will be able to join this meeting in person or after registration on the Zoom platform which is posted on the Utah Public Notice Website, pmn.utah.gov. By motion of a Committee Member, the DRC may vote to hold a closed meeting for any of the purposes allowed by law, Utah Code §§ 52-4-204, 52-4-205, 52-4-2

MIDA Board Meeting Minutes (PENDING- TO BE APPROVED)

Date & Time:

Tuesday, December 16, 2025, at 11:30 am

Members Present: Stuart Adams, Jerry Stevenson, Mark Shepherd, Mike Ostermiller, Gary Harter
Jefferson Moss(non-voting)

Members Excused: Karl McMillan, Gage Froerer

The complete audio recording of this meeting can be found online at: [Edit Notice](#) | [Public Notice](#)
[Website Admin](#)

Summary of the Discussions*

Agenda Item (1): Approval of minutes from the November 17, 2025, Board Meeting (0-2:01)

- Motion to Approve **November** 17, 2025, Meeting Minutes: Gary Harter
- Second: Mark Shepherd
- All voted “aye” in favor of approving the **November** 17, 2025, MIDA Board meeting minutes. None are opposed. The motion passes.

Agenda Item (2): Consideration of Resolution 2025-23 (1:49-3:51)

Presentation by Ariana Farber

Comments from Board Members

- Motion to Approve Resolution 2025-23: Mark Shepherd
- Second: Jerry Stevenson
- All voted “aye” in favor of approving Resolution 2025-23. None are opposed. The motion passes.

Agenda Item (3): Consideration of Resolution 2025-24 (3:51 -8:17)

Presentation by Ariana Farber

Comments from Board Members

- Motion to Approve Resolution 2025-24: Jerry Stevenson
- Second: Mike Ostermiller
- All voted “aye” in favor of approving Resolution 2025-24. None are opposed. The motion passes.

Agenda Item (4): Consideration of Resolution 2025-25 (8:46-11:37)

Presentation by Ariana Farber

Comments from Board Members

- Motion to Approve Resolution 2025-25: Jerry Stevenson

**To obtain the substance of all matters proposed, discussed, or decided by the public body and the substance of the testimony or comments provided by the public, please use the link to the audio recording on this page. (Utah Code §52-4-203) Timestamps of the audio recording are indicated in this summary.*

- Second: Gary Harter

All voted “aye” in favor of approving Resolution 2025-25. None are opposed. The motion passes

Agenda Item (5): Executive Director Comments and Update (12:18-13:15)

Next Meeting January 13th

Agenda Item (6): Adjourn. (13:15-13:33)

- Motion to Adjourn: Mark Shepherd _
- Second: _____
- All voted “aye” in favor of adjourning meeting. None are opposed. The motion passes.

Meeting adjourned at 11:42am

Attendees:

1. **Stuart Adams (Board Member)** 35.
2. **Mark Shepherd (Board Member)**
3. **Mike Ostermiller (Board Member)**
4. **Jerry Stevenson (Board Member)**
5. **Jefferson Moss (Board Member)**
6. **Gary Harter**
7. Nicole Cottle
8. Derek Brenchley
9. Ashley Burr
10. Selina Hadfield
11. Heather Kruse
12. Ariana Farber
13. Paula Eldredge
14. Richard Catten
15. Paul Morris
16. Kristin Williams
17. Rob Donigan
18. Grace Doerfler
19. Derek Herndon
20. Kurt Krieg
21. Allison Aaefedt
22. Erin Madsen
23. Steve Issowits
24. Dave Williamsen
25. Cai-Peng Guan
26. Loren Garner
27. Kendal Black
28. Taylor Woodbury
29. Wendy Thomas
30. Hilary Venable
31. HD Sanderson
32. Marcus Keller
33. Michelle Jensen
34. Cranley Lockhart

MILITARY INSTALLATION DEVELOPMENT AUTHORITY

RESOLUTION 2026-01

A RESOLUTION OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”) THANKING KARL MCMILLAN FOR HIS SERVICE AS A MEMBER OF THE MIDA BOARD AND ITS PUBLIC INFRASTRUCTURE DISTRICTS

WHEREAS, Karl McMillan has served as a Wasatch County Council Member since 2023; and

WHEREAS, on January 6, 2025, Utah Governor Spencer J. Cox appointed Karl McMillan to the MIDA Board, where he has since served as a representative of Wasatch County; and

WHEREAS, in addition to his service on the MIDA Board, Karl has generously given his time and expertise to serve on the boards of the MIDA Mountain Village Public Infrastructure District (“MMV PID”), the MIDA Golf and Equestrian Center Public Infrastructure District (“GAEC PID”), and the Cormont Public Infrastructure District (“Cormont PID”); and

WHEREAS, Karl’s knowledge and experience have provided a valuable resource to the functioning of MIDA and its public infrastructure districts; and

WHEREAS, Karl resigned from the Wasatch County Council, as well as his respective roles for MIDA and its associated Public Infrastructure Districts in April 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE MIDA BOARD that:

1. It expresses its deep appreciation to Karl McMillan for his service to MIDA, the MMV PID, the GAEC PID, and the Cormont PID.
2. The MIDA Board wishes him well and extends its sincere gratitude for his dedication and contributions to Wasatch County and the State of Utah.

PASSED AND ADOPTED by the MIDA Board this 24th day of April, 2026

Military Installation Development Authority

J. Stuart Adams
Chair

Attest:

Morgan Nebeker
MIDA Records Officer

Salt Lake City, Utah
April 24, 2026

The Board (the “Board) of the Military Installation Development Authority (“MIDA”), met in regular session (including by electronic means) at the regular meeting place of the Board in Salt Lake City, Utah on April 24, 2026, at the hour of 8:30 am, with the following members of the Board being present:

Stuart Adams	Chair
Jerry Stevenson	Vice Chair
Gage Froerer	Boardmember
Gary Harter	Boardmember
Mike Ostermiller	Boardmember
Mark Shepherd	Boardmember
Jefferson Moss	Non-voting member

Also present:

Paul Morris	Executive Director
Paula Eldredge	Chief Financial Officer

Absent:

Vacancy	Boardmember
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After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the following Resolution was introduced in written form along with a Certificate of Compliance with Open Meeting Law with respect to this April 24, 2026, meeting, a copy of which is attached hereto.

The following resolution was then introduced in writing, was fully discussed, and pursuant to motion duly made by Boardmember _____ and seconded by Boardmember _____ adopted by the following vote:

AYE:

NAY:

After the Chair signed the resolution, it was recorded by the Records Officer in the official records of MIDA. The resolution is as follows:

MILITARY INSTALLATION DEVELOPMENT AUTHORITY

RESOLUTION 2026-02

A RESOLUTION OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”) AUTHORIZING AND APPROVING A LOAN AGREEMENT RELATED TO THE UTAH NATIONAL GUARD PROJECT AREA PREVIOUSLY APPROVED BY THE MIDA LOAN APPROVAL COMMITTEE; AUTHORIZING THE EXECUTION THEREOF; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the Military Installation Development Authority (“MIDA”) was created pursuant to the Military Installation Development Authority Act, Title 63H, Chapter 1, Utah Code Annotated 1953, as amended (the “Act”); and

WHEREAS, pursuant to the Act, the MIDA Loan Approval Committee (the “Committee”) was established with jurisdiction and approval rights to a loan agreement; and

WHEREAS, the Committee met on April 24, 2026 at 8:00 am and approved a Loan Agreement (the “Agreement”) between MIDA, as the Borrower, and the Utah Division of Finance (the “Division”), as the Lender, for the purpose of supporting projects related to the Utah National Guard Project Area; and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit A; and

WHEREAS, the MIDA Board finds that entering into this Agreement, following the approval of the Committee, is in the best interest of MIDA, the State of Utah, and the military installations and missions it supports; and

NOW, THEREFORE, BE IT RESOLVED BY THE MIDA BOARD that:

1. The Board hereby authorizes and approves the Loan Agreement in substantially the form attached as Exhibit A.
2. The Executive Director of MIDA, or their designee, is hereby authorized and directed to execute and deliver the Agreement, with such minor changes, additions, or deletions, as the Executive Director may deem necessary or appropriate, provided that such changes do not materially increase the obligations of MIDA or conflict with the approval granted by the Committee.
3. The officers, employees, and agents of MIDA are hereby authorized and directed to take all such actions and to execute all such additional documents and certificates as may be necessary or desirable to carry out the terms and intent of this Resolution and the Agreement.

4. This resolution shall take effect immediately upon its approval and adoption.

PASSED AND ADOPTED by the MIDA Board this 24th day of April, 2026.

Military Installation Development Authority

J. Stuart Adams
Chair

Attest:

Morgan Nebeker
MIDA Records Officer

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Morgan Nebeker, the undersigned Records Officer of the Military Installation Development Authority, Utah (“MIDA”) do hereby certify, according to the records of MIDA in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the April 24, 2026 public meeting held by the Board (the “Board”) of MIDA as follows:

- (a) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) and the MIDA website (<https://midaut.org>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2026 Annual Meeting Schedule for the Board (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the Board to be held during the year, by causing said Notice to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this April 24, 2026.

By: _____
Morgan Nebeker
Its: Records Officer

ATTACHMENTS:

SCHEDULE 1 - NOTICE OF MEETING
SCHEDULE 2 - ANNUAL MEETING SCHEDULE

MILITARY DEVELOPMENT INFRASTRUCTURE REVOLVING LOAN FUND
LOAN AGREEMENT
NATIONAL GUARD PROJECT AREA

THIS LOAN AGREEMENT (“Loan Agreement”) is made and entered into as of the 24th day of April 2026 (the “Effective Date”), by and between the UTAH DIVISION OF FINANCE, hereinafter referred to as “Division,” acting as the loan servicer, and the MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”), a political subdivision of the State of Utah, hereinafter referred to as the “Borrower.”

RECITALS

WHEREAS, Title 63A, Chapter 3, Part 4 of Utah Code Annotated 1953, as amended (the “Revolving Loan Act”), established the Military Development Infrastructure Revolving Loan Fund (the “Military Development Fund”), for the purpose of providing financing, through infrastructure loans, for infrastructure projects undertaken by MIDA; and

WHEREAS, Title 63H, Chapter 1, Part 1 of Utah Code Annotated 1953, as amended (the “MIDA Act”) established at §63H-1-104 a Loan Approval Committee for the Military Installation Development Authority (the “Loan Approval Committee”) and provided related procedures for approving infrastructure loans from the military development fund for an infrastructure project undertaken by a borrower; and

WHEREAS, §63A-3-404(1) of the Revolving Loan Act requires that a “borrower that borrows money from the Military Development Fund shall enter into a loan agreement with the division for repayment of the money” and §63A-3-402(3)(b) of the Revolving Loan Act provides that the “division may not loan money in [the Military Development Fund] without the approval of the [Loan Approval Committee]”; and

WHEREAS, §63H-1-104 of the MIDA Act provides that the Loan Approval Committee “shall establish the terms of an infrastructure loan” issued pursuant to the Revolving Loan Act; and

WHEREAS, pursuant to its authority under Utah Code Ann, § 39A-2-102, the Utah State Armory Board and MIDA entered into a Ground Lease commencing July 1, 2025, for a 400-acre parcel within Camp Williams for an energy-development project; and

WHEREAS, MIDA entered into a Ground Sublease Agreement, dated September 8, 2025, with Utah Energy, LLC to sublease a portion of the property for the development of an industrial manufacturing campus, an undertaking that fulfills authorized government uses and was expressly executed for purposes consistent with the MIDA Act and the military mission of the Utah National Guard; and

WHEREAS, pursuant to the Ground Lease and the Ground Sublease Agreement, MIDA is responsible, at its own cost, for performing the Sublessor Work, which includes clearing, excavating, and finish grading the parcel such that it is a buildable, pad-ready site, as well as extending utilities and electrical power to the property line; and

WHEREAS, MIDA is engaged in negotiations with another company to locate their military-related advanced manufacturing facility at Camp Williams on state-owned land that is not within the 400-acre area of the Ground Lease and, if approved by the National Guard through another ground lease and sublease, MIDA will be responsible for creating the buildable, pad-ready site and extending the utilities, which costs are intended to be memorialized into this Agreement by future amendment; and

WHEREAS, MIDA intends to issue one or more municipal bonds as well as other financing mechanisms to pay for or be reimbursed for the Sublessor Work required to prepare the properties for vertical construction on both sublease sites (collectively the “Camp Williams Project”); and

WHEREAS, MIDA is desirous to utilize an infrastructure loan from the military development fund to provide such financing for the Camp Williams Project, which loan shall be repaid using the Property Tax Allocation and Municipal Services Revenue Funds generated by the vertical construction resulting from the Camp Williams Project; and

WHEREAS this Loan Agreement establishes the term, interest rate, a period of capitalized interest, and payments as the security for repayment of the principal and interest on this loan;

TERMS AND CONDITIONS

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. The term of this loan shall be fifteen (15) years beginning on the Effective Date. The interest rate will be at 2.25% annual interest. Borrower shall make a lump sum payment of principal and annually accreted interest at loan maturity as illustrated in Exhibit A, which is incorporated by reference. There is no prepayment penalty if the Borrower pays any of the principal early.

2. The Borrower hereby pledges funds generated by the Camp Williams Project, including Property Tax Allocation and Municipal Services Revenue Funds, in the amount set forth herein. This Loan Agreement creates a valid and binding pledge of the Camp Williams Project funds as security for the payment of the loan, and under the laws of the State of Utah, such pledge is automatically perfected by §11-14-501 of the Utah Code.

3. Borrower shall pay the Division the loan payments for deposit in the Military Development Fund. The Division shall provide the Borrower with the appropriate mechanism for making the payments. In the event the Borrower is 30 days delinquent with a payment on a due date as shown in Exhibit A, the Division shall have a first priority lien on the specific Property Tax Allocation and Municipal Services Revenue Fund set forth herein until the payment or loan has been satisfied. The Loan Approval Committee will not approve any more loans to the Borrower while this loan is in default.

4. If the Borrower breaches any terms of this Agreement, the Division may seek any legal or equitable remedy to obtain compliance or payment of the loan. In the event an action is filed in district court, the venue shall be Salt Lake County, Third District Court.

5. Each party to this Agreement shall designate a representative as contacts to address questions and issues as they arise under this Agreement.

6. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

7. This Agreement may be executed in counterparts by the parties.

8. Each party represents that it has the authority to enter into this Agreement.

9. This Agreement shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations, and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by authorized representatives of each party.

**MILITARY INSTALLATION DEVELOPMENT
AUTHORITY**

By:

Its: Executive Director

Reviewed as to Form and Legality:

MIDA Legal Counsel

UTAH DIVISION OF FINANCE

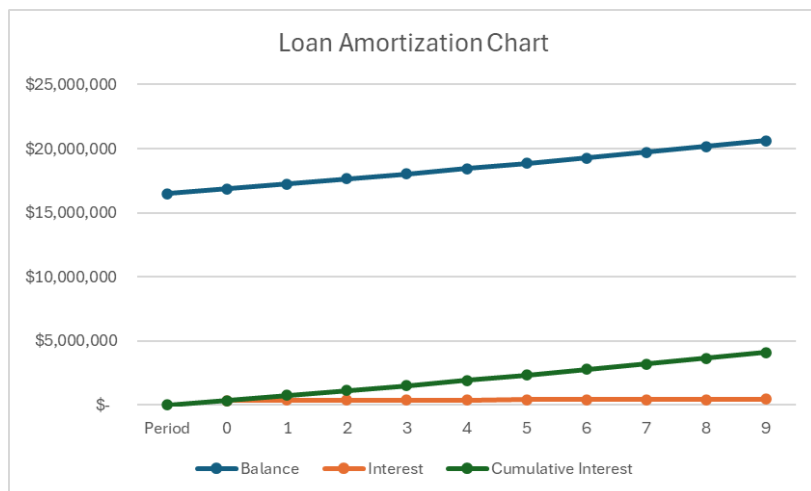
By:

Its: Director

Exhibit A to MIDA Loan - Amortization Chart

Loan Amount (pv) \$ 16,500,000
 Interest Rate (rate) 2.25%
 Total # of Periods (Nper) 15

Payment per Period Single payment maturity
 Total Interest Paid \$6,537,412.27



Period	Date	Payment Amount	Interest	Cumulative Interest	Accreted Interest	Accreted Principal Earned	Balance
0	5/1/2026	\$ -		\$ -		\$ -	\$ 16,500,000
1	5/1/2027	\$ -	\$ 371,250	\$ 371,250	\$ (371,250)	\$ (371,250)	\$ 16,871,250
2	5/1/2028	\$ -	\$ 379,603	\$ 750,853	\$ (379,603)	\$ (750,853)	\$ 17,250,853
3	5/1/2029	\$ -	\$ 388,144	\$ 1,138,997	\$ (388,144)	\$ (1,138,997)	\$ 17,638,997
4	5/1/2030	\$ -	\$ 396,877	\$ 1,535,875	\$ (396,877)	\$ (1,535,875)	\$ 18,035,875
5	5/1/2031	\$ -	\$ 405,807	\$ 1,941,682	\$ (405,807)	\$ (1,941,682)	\$ 18,441,682
6	5/1/2032	\$ -	\$ 414,938	\$ 2,356,620	\$ (414,938)	\$ (2,356,620)	\$ 18,856,620
7	5/1/2033	\$ -	\$ 424,274	\$ 2,780,894	\$ (424,274)	\$ (2,780,894)	\$ 19,280,894
8	5/1/2034	\$ -	\$ 433,820	\$ 3,214,714	\$ (433,820)	\$ (3,214,714)	\$ 19,714,714
9	5/1/2035	\$ -	\$ 443,581	\$ 3,658,295	\$ (443,581)	\$ (3,658,295)	\$ 20,158,295
10	5/1/2036	\$ -	\$ 453,562	\$ 4,111,857	\$ (453,562)	\$ (4,111,857)	\$ 20,611,857
11	5/1/2037	\$ -	\$ 463,767	\$ 4,575,623	\$ (463,767)	\$ (4,575,623)	\$ 21,075,623
12	5/1/2038	\$ -	\$ 474,202	\$ 5,049,825	\$ (474,202)	\$ (5,049,825)	\$ 21,549,825
13	5/1/2039	\$ -	\$ 484,871	\$ 5,534,696	\$ (484,871)	\$ (5,534,696)	\$ 22,034,696
14	5/1/2040	\$ -	\$ 495,781	\$ 6,030,477	\$ (495,781)	\$ (6,030,477)	\$ 22,530,477
15	5/2/2041	\$ -	\$ 506,936	\$ 6,537,412	\$ (506,936)	\$ (6,537,412)	\$ 23,037,412

MILITARY INSTALLATION DEVELOPMENT AUTHORITY

RESOLUTION 2026-03

A RESOLUTION OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”) APPOINTING DYLAN BRAUER AS A MEMBER OF THE CORMONT PUBLIC INFRASTRUCTURE DISTRICT BOARD OF TRUSTEES

WHEREAS, on January 7, 2025, the MIDA Board adopted Resolution 2025-02 which created the MIDA Cormont Public Infrastructure District (the “Cormont PID”) and adopted its Governing Document; and

WHEREAS, on January 23, 2025, the Lieutenant Governor of the State of Utah issued a Certificate of Incorporation for the Cormont PID; and

WHEREAS, the Governing Document of the Cormont PID established the Board of Trustees of the Cormont PID which includes one representative selected by the developer of the Cormont development; and

WHEREAS, Jing Jaio, who was selected and appointed as the original developer representative on the Cormont Board has left that position and the developer has selected and recommended Dylan Brauer be appointed to fill the vacancy as the developer representative on the Cormont Board; and

WHEREAS, the MIDA Board does hereby find it to be in the best interest of MIDA, the Cormont PID, and the Military Recreation Facility Project Area to appoint Dylan Brauer as member of the Cormont Board.

NOW, THEREFORE, BE IT RESOLVED BY THE MIDA BOARD that Dylan Brauer is hereby appointed to the MIDA Cormont Public Infrastructure Board of Trustees and replaces Jing Jaio who previously held that position.

PASSED AND ADOPTED by the MIDA Board this 24th day of April 2026.

Military Installation Development Authority

J. Stuart Adams
Chair

Attest:

Morgan Nebeker
MIDA Records Officer

MILITARY INSTALLATION DEVELOPMENT AUTHORITY

RESOLUTION 2026-04

A RESOLUTION OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”) ADOPTING AMENDMENTS TO THE MILITARY RECREATION FACILITY PROJECT AREA DEVELOPMENT STANDARDS AND GUIDELINES AMENDING THE LIGHTING STANDARDS AND UPDATING OTHER SECTIONS OF THE STANDARDS

WHEREAS, the MIDA MRF Development Review Committee (“DRC”) met on April 14, 2026, and recommended that the MRF Development Standards and Guidelines (“Development Standards”) be amended to substantially update the lighting standards to require “Dark Sky” oriented lighting, and to update a reference in the drainage standards, rules regarding retaining walls located in public utility easements, adjustment of building envelopes, and making nighttime use of ski runs a conditional use; and

WHEREAS, the MIDA Board finds that it is in the best interest of the MRF Project Area to amend the Development Standards as recommended by the MRF DRC.

NOW, THEREFORE, BE IT RESOLVED BY THE MIDA BOARD that the attached amendments to the MRF Development Standards recommended by the MRF DRC are hereby adopted.

PASSED AND MADE EFFECTIVE by the MIDA Board this 24th day of April 2026.

Military Installation Development Authority

J. Stuart Adams
Chair

Attest:

Morgan Nebeker
MIDA Records Officer

PROPOSED CHANGES/UPDATES TO THE MRF PROJECT AREA STANDARDS AND GUIDELINES

PROPOSED CHANGE TO DRAINAGE STUDY REFERENCE

4.08 Infrastructure Improvements Design Standards

D. Drainage

All Surface Drainage, water quality, and drainage detention basins, shall comply with the following standards:

1. Drainage Plan Submittal Requirements: Unless provided otherwise, the criteria and methods presented in the following references should be used in planning and design of the drainage system:
 - a. ~~“Mayflower Village Resort Technical Drainage Study”, version 8 October 2022, prepared by Kimley Horn~~Deer Valley East North Outlet Drainage Study.
 - b. “Mayflower Village Resort Lot 13 Drainage Study”, prepared by Horrocks, 2024.
 - c. UDOT Multi-Parcel Drainage Agreement, dated April 26, 2024.
 - d. Urban Drainage Design Manual", hydraulic engineering circular no. 22, November 1996, federal highway administration, FHWA-SA-96-078, <http://www.fhwa.dot.gov/bridge/hydrpub.htm>.
 - e. Current addition of the "Urban Storm Drainage Criteria Manual", Mile High Flood District (MHFD), <http://www.mhfd.org/criteria-manual>.
 - f. "Design and Construction Of Urban Stormwater Management Systems", ASCE manuals and reports of engineering practice no. 77, 1992, <https://www.asce.org/bookstore/book.cfm?book=2800>.
The drainage plan should provide for control of erosion at the source, noneroding conveyance facilities, and water quality/detention basins.

PROPOSED BUILDING ENVELOPE ADJUSTMENT CHANGE

2.02 Subdivision Plat

M. Amendment of Approved Final Subdivision Plat:

2. Notwithstanding the foregoing requirements of section 2.02(M)(1), the following amendments shall only require Administrative Approval and shall not be subject to the additional review and approval requirements of Section 2.02(B) or 2.02(F), but which shall be subject to engineering, planning, and legal review appropriate for the proposed amendment, as determined by the MIDA staff:

- b. The adjustment of residential building envelopes, and provided that the square footage of the building envelope does not exceed the greater of: a) the square footage of the original building envelope or, b) the maximum building square footage set forth in the plat notes for the applicable subdivision plat. Building envelopes may not be adjusted in any manner that would cause the building envelope to intrude into a public utility easement.

PROPOSED REGULATION FOR RETAINING WALLS WITHIN PUBLIC UTILITY EASEMENTS

4.09 Other Design Standards

J. Retaining Walls in Public Utility Easements: Retaining walls (in excess of 4 feet in height) are allowed to project into a public utility easement ("PUE") if the applicant provides letters from all applicable utility companies stating their approval for the retaining wall in the PUE. All utilities passing through or within the footprint of a retaining wall structure shall be enclosed in a protective casing that extends a minimum of five (5) feet from the wall structure to allow future utility maintenance without disturbing the retaining wall.

PROPOSED ADDITION TO THE LIST OF CONDITIONAL USES

3.03 Conditional Uses

A. Conditional Uses in the MIDA Control Area are:

1. Any use customarily incidental to the operation of a Permitted Use or a Conditional Use not otherwise designated a Permitted Use
2. Ossuaries, mausoleums and memorial gardens, located not less than ½ mile from a Dwelling
3. Radio, television, or wireless telecommunication towers that utilize stealth technologies to minimize their visual impact
4. Temporary Structures not otherwise designated a Permitted Use
5. Support and maintenance to support a Permitted Use or a Conditional Use not otherwise designated a Permitted Use
6. Off-premises signage, except for wayfinding
7. Helipads
8. Emergency heliport sites
9. Camping and campgrounds
10. Gasoline service stations and car wash facilities
11. Gravel pits and borrow sites in connection with approved Construction
12. Overhead electrical transmission lines.
13. Drive Through eating establishments located on the East side of Highway 40.
14. Night Lighting of Ski Runs and Trails.

PROPOSED LIGHTING DESIGN STANDARDS

4.06 Lighting Design Standards

A. Objective: The objective of these standards is to reduce light pollution, glare, and lower light levels that are generated from light sources within the MIDA Control Area. Consistent with the adopted MIDA Control Area Lighting Zone Map, these requirements are intended to protect the health and welfare of all residents within the MIDA Control Area, prevent inappropriate and poorly installed outdoor lighting, reduce lighting conflicts between property owners, prevent the increase of potentially harmful sky glow, and preserve the naturally dark sky for the benefit of residents, visitors, wildlife, and the environment.

1. Key considerations in applying these Standards include:

- a. Outdoor uses of Artificial Light At Night (“ALAN”) often include inappropriate and bright sources of light that cause an unsafe reduction in human visual performance.
- b. Excessive, unnecessary, and misdirected ALAN contributes to Light Pollution and wastes energy resources that would, if corrected, generate tangible cost savings.
- c. Increased use of ALAN contributes to an escalation of Light Pollution, thus increasing the brightness of the night sky by 10% annually and rendering the current night sky orders of magnitude (often hundreds of times) brighter than the natural and original sky background.
- d. Light Pollution from ALAN is known to cause adverse effects on the health and well-being of birds, wildlife, nocturnal ecosystems, vegetation, and under certain circumstances, human health.

e. The Five Principles for Responsible Outdoor Lighting:

- (i) Useful: Use light only if it is needed.
- (ii) Targeted: Direct light so it falls only where it is needed.
- (iii) Low Level: Light should be no brighter than necessary.
- (iv) Controlled: Use light only when it is needed.
- (v) Color: Use warmer color lights where possible.

B. Terms and Definitions

The following are terms and definitions used in this section:

ANSI – American National Standards Institute.

ANSI/IES Lighting Standards: Applicable outdoor lighting standards and metrics include but are not limited to:

- a. RP-2: outdoor retail spaces

- b. RP-6: outdoor sports and recreational areas
- c. RP-7: outdoor industrial areas
- d. RP-8: roadway and parking facilities
- e. RP-40: port terminals
- f. RP-43: outdoor pedestrian areas

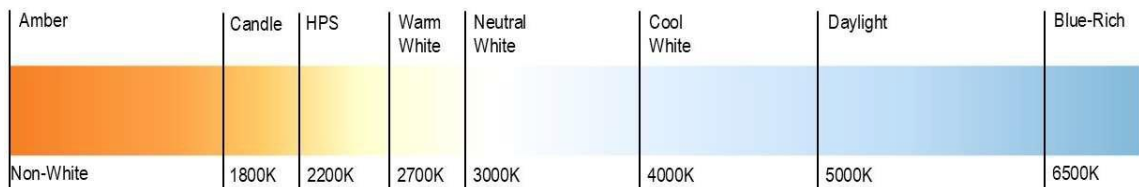
ALAN (artificial light at night): Light that is created from human technology, rather than a naturally occurring process. Also known as anthropogenic lighting.

Backlight: For an exterior Luminaire, Lumens emitted in the quarter sphere below horizontal and in the opposite direction of the intended orientation of the Luminaire. For Luminaires with symmetric distribution, Backlight will be the same as front light.

BUG: A Luminaire classification system that classifies Backlight (B), Uplight (U), and Glare (G).

Candela (cd): The unit of measure for luminous intensity.

CCT (correlated color temperature): The measured color appearance of light emitted by a light source described using a nominal value stated in kelvins (K). Lower CCTs (1800 K to 2200 K) appear very warm or amber. Medium CCTs (2700 K to 3000 K) appear “warm white,” similar to standard incandescent bulbs. High CCTs (4000 K and higher) appear “cool white” or “blue.”



Curfew: A time defined by the authority when outdoor lighting is reduced or extinguished.

Footcandle: The unit of measure expressing the quantity of light received on a surface. One footcandle is the illuminance produced by a candle on a surface one foot square from a distance of one foot.

Fully Shielded: A Luminaire designed or shielded in such a manner that no light is emitted, either directly or indirectly, at or above a horizontal plane running through the lowest light-emitting part of the Luminaire.

Glare: Lighting entering the eye directly from Luminaires or indirectly from reflective surfaces that causes visual discomfort or reduce visibility.

IDA: International Dark-Sky Association

IES (Illuminating Engineering Society): An ANSI-recognized Standards Development Organization.

Illuminance: Measured in LUX or Footcandles, the total Luminous Flux incident at a point on a surface.

LCS Zones: The zones described in the IES Luminaire Classification System.

LED: Light emitting diode.

Light Level: The maintained Luminance or Illuminance value.

Light Pollution: ALAN traveling into areas where it is not needed or wanted. This can be in the form of Light Trespass, Glare, or atmospheric Sky Glow.

Light Trespass: ALAN illuminating past property lines without permission. Unless specified otherwise, light trespass limits are measured at any location along a property line both horizontally at the ground plane facing upward and vertically at 1.5 meters (5ft) above grade with the meter aimed toward the light source in question.

Lighting Zones: A mapping system describing the luminous environment and related lighting conditions based on land uses and expected tasks. These range from natural and intrinsically dark zones to very bright zones. May be abbreviated as "LZ." The Lighting Zones are adopted from the Dark Sky International/Illuminating Engineering Society Model Lighting Ordinance dated June 15, 2011.

Lumen (lm): A unit of measure of the *Luminous Flux* of a light source.

Luminaire: A complete lighting unit, including the light source, housing, optics, electronics, and other necessary components for the purpose of providing outdoor illumination. The plural is Luminaires.

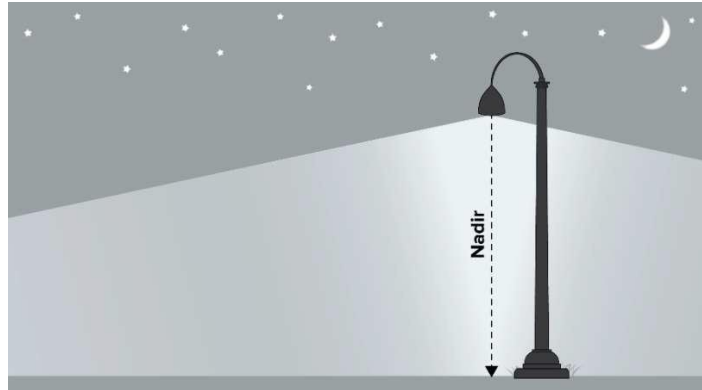
Luminance: The intensity of light emitted from a surface per unit area in a given direction.

Luminous Flux: A measure of the power of visible light produced by a light source, measured in lumens.

Lux (lx): The SI (International System of Units) metric system unit of measure for *Illuminance*.

Mounting Height: The height of the photometric center of a luminaire above grade level.

Nadir: A downward vertical vector directly beneath a luminaire, opposite to zenith.



Nighttime Hours: The time between 10:00 PM and sunrise, or 7:00 AM (whichever comes earlier).

Non-essential: Lighting that is not directly associated with the physical safety of motor vehicle and pedestrian threats, including but not limited to: landscape lighting, illuminated signage or advertising after business hours, façade lighting, vacant sports fields, and seasonal lighting.

Seasonal Lighting: Outdoor or site lighting that is portable, temporary, decorative, and used in connection with holidays and traditions. This includes but is not limited to string lighting, icicle lighting, and lighted inflatables, none of which are intended for general illumination.

Security Lighting: Illumination used specifically to protect people, property, and infrastructure from criminal threat.

Shielding: A Luminaire design, optical intervention, or physical accessory (such as a louver) preventing light emission from traveling into a particular area, angle, or region.

Sign Copy: The area of a sign occupied by letters, numbers, graphics, or other content intended to inform, direct, or otherwise transmit information.

Ski Mountain Operations: Regular maintenance and repair of Ski Facilities and the grooming of Ski Runs and Trails. Ski Mountain operations does not include public use of the Ski Facilities.

Sky Glow: The brightening of the nighttime sky that results from scattering and reflection of artificial light by moisture and dust particles in the atmosphere. Sky glow is caused by light directed or reflected upwards or sideways and reduces one's ability to view the night sky.

Uplight: For an exterior luminaire, flux radiated in the hemisphere at or above the horizontal plane.

Vertical Illuminance: Illuminance measured or calculated in a plane perpendicular to the site boundary or property line.

C. Applicability

1. This ordinance applies to all sources of outdoor lighting installed or replaced within the MIDA Control Area. This includes, but is not limited to, permitted development and construction projects involving homes, dwellings, roadways, public right-of-way, signage, buildings, facilities, properties, landscape, parking lots, hardscape, non-habitable structures, and monuments.
2. Lighting plans and installations which have been submitted and approved via an approved Site Plan or Building Permit prior to the adoption of these Standards on April 24, 2026 and not meeting the requirements of these Standards shall be considered legal and repairable but non-conforming. All non-conforming Luminaires may continue to be used and maintained until one of the following occurs:
 - a. When a new Site Plan is approved for the property, at which time all outdoor lighting on the property shall meet the requirements of these Standards before the new use commences.
 - b. When a property is permitted for exterior remodeling work or permitted for tenant improvements which include changes or additions to the outdoor lighting or when exterior fixtures are replaced.

D. Exemptions From Lighting Standards

1. Lawful: Lighting requirements mandated by a legal jurisdiction with broader authority (e.g., federal or state) than MIDA, including but not limited to:
 - a. Navigational lighting systems regulated by the Federal Aviation Administration.
 - b. Any contradictory provision of the Utah State Construction Code, Utah Department of Transportation illumination requirements, or applicable health code.
 - c. Lighting for worker safety as mandated by the Occupational Safety and Health Administration.
2. Safety: Luminaires installed for the benefit of public safety, including but not limited to:
 - a. Security Lighting as determined by a government public safety agency with jurisdiction within the MIDA Control Area.
3. Permitted: Temporary lighting approved and permitted by MIDA for Special Events, festivals, and community benefit, provided the permitted lighting still meets light trespass requirements and does not add further disruption

to ecological migration or habitat.

4. Seasonal: Seasonal Lighting used from Thanksgiving Day to March 31th.
5. Traffic control signals and devices, including changeable copy message boards used for traffic control purposes.
6. Temporary emergency lighting in use by law enforcement or government agencies, or at their direction.
7. Temporary construction lighting, subject to the curfew set forth in Section 4.06(F)(5) of these Standards, except as otherwise explicitly permitted pursuant to the terms of the applicable construction permit.
8. The lighting of flags, including but not limited to Federal, State or military flags; provided, that the light is a narrow beam aimed and shielded to illuminate only the flag. Flag lighting should use appropriate illumination levels to light the flag, while at the same time fulfilling the purposes of this section. Flags on poles over 20 feet above ground level shall be illuminated only from above. This may be achieved by utilizing a luminaire attached to the top of the flagpole. The luminaire shall comply with all provisions of these Standards and the total output from any luminaire mounted on top of a flagpole shall not exceed 800 lumens.
9. Ski Mountain Operations.

E. Prohibitions

1. ALAN must not interfere with the safe movement of motor vehicles. Any lighting that distracts or disables the vision of a motor vehicle operator (e.g., excessively bright or rapid blinking, flashing, and/or motion video) or contributes to traffic control confusion (e.g., sources resembling or imitating traffic or railroad signals) is prohibited.
2. Beacons and searchlights, except for emergency use by authorized first responders.
3. Night lighting of Ski Runs and Trails unless otherwise approved through a temporary Special Event permit or a Conditional Use permit.
4. Uplighting of any type including but not limited to lighting which is used to illuminate building or other structures, except as may be otherwise authorized in these Standards.

F. Outdoor Lighting Requirements

All outdoor lighting proposed within the project area shall follow a consistent, transparent, and technically sound design process to ensure full compliance with these Standards

1. Legal: All outdoor Luminaires and Luminaire installations shall comply with federal and state law; and these Standards; applicable energy and building codes; product safety labeling; ; and shall be subject to the appropriate permit and inspection requirements thereof.
2. Light Level: Lighting installed for an outdoor use shall follow the MIDA Control Area defined Lighting Zones. See Section L for the MIDA Control Area Lighting Zone Map and Section O for applicable Lighting Zone Tables.
 - a. Dimmable modules are approved to meet light levels and still offer the ability to increase light levels in an emergency situation.
 - b. Lights that are clustered must meet the required light level and trespass guidelines outlined within this section.
3. Distribution: Unless otherwise specified in this section, Luminaires shall be Fully Shielded) and full cut-off (see Section N – Full Cut-Off Examples).
 - a. Exceptions:
 - (i) Festoon string lighting where no individual lamp emits more than 50 lumens, and the lumen density of the string is no greater than 25 lumens per foot.
 - (ii) Directional Luminaires used for façade illumination which are shielded and aimed to hit their target such that the light is contained by architectural elements, and ensure compliance with trespass limitations as outlined within these Standards.
4. Trespass: Unless otherwise specified in this section, Light Trespass shall meet the following:
 - a. Luminaire light sources shall not be visible from federal or state designated wilderness, or habitat and Light Trespass shall measure no greater than 0.1 Lux.
 - b. All outdoor light fixtures, including security lighting, and outdoor seasonal lights, shall be aimed and shielded so that illumination shall be confined to the property boundaries where the source is located.
 - c. Light Trespass onto commercial property from commercial property is allowed in LZ1 and LZ2 zones, but shall not measure greater than 1 Lux.
5. Curfew: Non-essential outdoor lighting, including but not limited to landscape and decorative lighting elements, shall be extinguished during Nighttime Hours. Non-essential outdoor lighting that is intended to be illuminated during Nighttime Hours may be approved on a temporary basis as part of a Special Event permit.
6. Controls: Luminaires activated by motion detection shall automatically turn off or return to their dimmed state no more than 5 minutes after activity is no longer detected.
7. Spectrum: Unless otherwise specified in this ordinance, the maximum

allowable correlated color temperature (CCT) for outdoor Luminaires is 3000 K.

- a. Exception: CCT exemptions are allowed if a public safety need is documented.
8. Residential Luminaire Criteria:
- a. Output: Luminaire total light output shall not exceed 1,000 lumens.
 - b. Uplight: No more than 50 lumens are allowed between 90 and 180 degrees above Nadir (i.e., LCS zones UL and UH combined). The light source shall not be visible from the horizontal plane that passes through the lowest light-emitting part of the Luminaire.
 - c. CCT: The light source CCT shall not exceed nominal 3000 K.
 - d. Dimming: The Luminaire shall be dimmable to 10% or less of its full light output rating.
9. Commercial Luminaire Criteria:
- a. Uplight: The following are maximum percentages of total Luminaire Lumens, or maximum Lumen amounts, allowed between 90 and 180 degrees above Nadir, inclusive (i.e., LCS zones UL and UH combined):
 - (i) Luminaires emitting 1,000 lumens or less: A maximum of 5 Lumens total is allowed.
 - (ii) Luminaires emitting more than 1,000 lumens: No more than 0.5% of the total Luminaire Lumen output is allowed, up to a maximum of 50 Lumens.
 - b. High angle light: For Luminaires whose lowest light emitting surface is more than 4 feet above the ground the following maximum percentages of total Luminaire Lumens are allowed between 80 degrees and 90 degrees from Nadir (i.e., LCS zones FVH and BVH combined):
 - (i) Luminaires with a Type V or Type VS light distribution: No more than 5% of the total Luminaire Lumen output is allowed.
 - (ii) Luminaires with all other distribution types: No more than 3% of the Luminaire's total Lumen output is allowed.
10. Height of Luminaires:
- a. Pole mounted: The maximum mounting height of Luminaires shall be fourteen (14) feet from finished grade, unless the DRC or MIDA Board requires a lower height as part of the project approval.
 - b. Right-of-Way: Luminaires shall be mounted at the lowest practical height that ensures roadway, pedestrian, and bicycle safety while maintaining compliance with the requirements of these Standards. Heights shall be appropriate for the roadway classification, context, and designated Lighting Zone as shown on the Project Area Lighting Zone Map (Section 4.06(L) of these

Standards). All Luminaires shall be fully shielded and mounted so that the optical center of the fixture does not exceed the height required for uniform illumination and dark sky performance.

- c. Parking Lot: The maximum mounting height of Luminaires shall be twenty (20) feet from finished grade, unless the DRC or MIDA Board requires a lower height as part of the project approval.
- d. Non-pole mounted: Outdoor Luminaires installed on commercial and residential development sites shall be mounted at the lowest height necessary to meet functional, safety, and security needs while maintaining compliance with the requirements of these Standards. Heights shall correlate with the applicable Lighting Zone as shown on the Project Area Lighting Zone Map, with more restrictive limits applied in lower-intensity zones. All Luminaires shall be fully shielded and mounted so that the optical center of the fixture does not exceed the height required for uniform illumination and dark sky performance.

G. Parking Lot Lighting

All exterior lighting within parking areas shall comply with the requirements of this section 4.06 and be consistent with Lighting Zones of the MIDA Control Area Lighting Zone Map . All lighting must demonstrate full compliance with the applicable zone limitations on total Lumens, Uplight, Glare, and spectral output. Luminaires shall be full-cutoff (zero Uplight) and meet current IDA Luminaire recommendations, including applicable CCT limits, BUG ratings, and shielding criteria.

H. Sports Field Lighting

The following requirements are supplementary to the General Outdoor Lighting Requirements (Section E above and its subsections) and shall further regulate outdoor lighting for sports and Recreational Facilities. Lighting for Recreational Facilities shall also meet the following requirements:

1. Eighty-five percent (85%) of the Lumens generated by sports lighting Luminaires shall be confined to within 10 meters (33 feet) or a distance of one pole height, whichever is greater, of the playing field or the spectator track or bleacher area, whichever is greater.
2. Lighting installations for aerial sports are allowed a maximum of 8% of the total Lumen output to be emitted above 80 degrees from Nadir.
3. When the recommended sports field Light Level is higher than 100 Lux, installed lighting shall not exceed 10% more than the Light Level recommended by the applicable ANSI/IES lighting standard, or a state approved alternate.

4. The maximum CCT for outdoor sports lighting should be the lowest possible for the sport, class of play, and viewing audience as defined by the relevant ANSI/IES lighting standard, or any state approved alternative, but never exceeding 5700 K.
5. The maximum luminous intensity from any Luminaire lighting a sports field shall not exceed 10,000 Candelas (cd) as measured along a perimeter that is 46 meters (150 feet) from the edge of the field, at 1.5 meters (5 feet) above grade.

I. Sign Lighting

Signs may be unlighted, lighted externally, lighted internally or back-lit, but in any case must meet the requirements of this section and be consistent with the MIDA Control Area Lighting Zone Map . Internally illuminated signs shall use semi-opaque materials for sign copy such that the light emanating from the sign is diffused. Transparent or clear materials are not allowed for sign copy. Pure white materials are permitted for copy and logo portions of the sign, but are prohibited for any other portion of the sign. Sign backgrounds shall be made of completely opaque material. All sign lighting must be designed, directed, and shielded in such a manner that the light source is not visible beyond the property boundaries where the sign is located. Lighting for signs must be directed such that only the sign face is illuminated. All lighting for signs must have stationary and constant lighting. Electronic Message signs and Variable Message Signs are prohibited, except for traffic control message signs as described in Section D(5) above, and informational signs related to parking or Ski Facilities. Also refer to Section 4.07 Signage Design Standards.

1. Externally Illuminated Signs:
 - a. Lighting for externally illuminated signs must be aimed and shielded so that light is directed only onto the sign face and does not trespass onto adjacent streets, roads, or into the night sky.
 - b. Lighting for externally illuminated signs must be mounted at the top of the sign (or within a reasonable distance of the top of a building-mounted sign as determined by the size and location of the sign) and directed downward, including free-standing monument-style signs.
2. Standards for Internally-Illuminated Signs – Lighting is visible on both sides of the sign:
 - a. Only sign copy areas and logos may be illuminated on an internally illuminated sign.
 - b. Internally illuminated signs shall use semi-opaque materials for sign copy such that the light emanating from the sign is diffused. Transparent or clear materials are not allowed for sign copy. Non-

copy portions of the sign (e.g., background and graphics) shall be made of completely opaque materials.

3. Standards for Back-Lit Signs – Only one side of the Sign is lit:
 - a. Back-lit signs shall be designed such that the light source is not visible.
 - b. Back-lit signs shall be designed such that harsh, direct illumination does not emanate out of the sign. Rather, the back-lighting shall only allow indirect illumination to emanate from the sign. For example, signs that create a “halo” effect around the sign copy are allowed.

J. Landscape Lighting

Landscape lighting, including decorative lighting in trees and vegetation, and festoon lighting, is permitted in plazas, walkways, and public areas for safety and to enhance the patron’s nighttime experience as long the lighting is consistent with the MIDA Control Area Lighting Zone Map. Along pathways and sidewalks (where practical), foot lighting shall be utilized in lieu of light poles. Landscape Luminaires shall be concealed within the landscaping in a manner that allows the lighting to blend in and create a natural feel, whether in the day or night. All landscape lighting shall be full cut-off directing the light downward (see Section N – Full Cut-Off Fixture Examples).

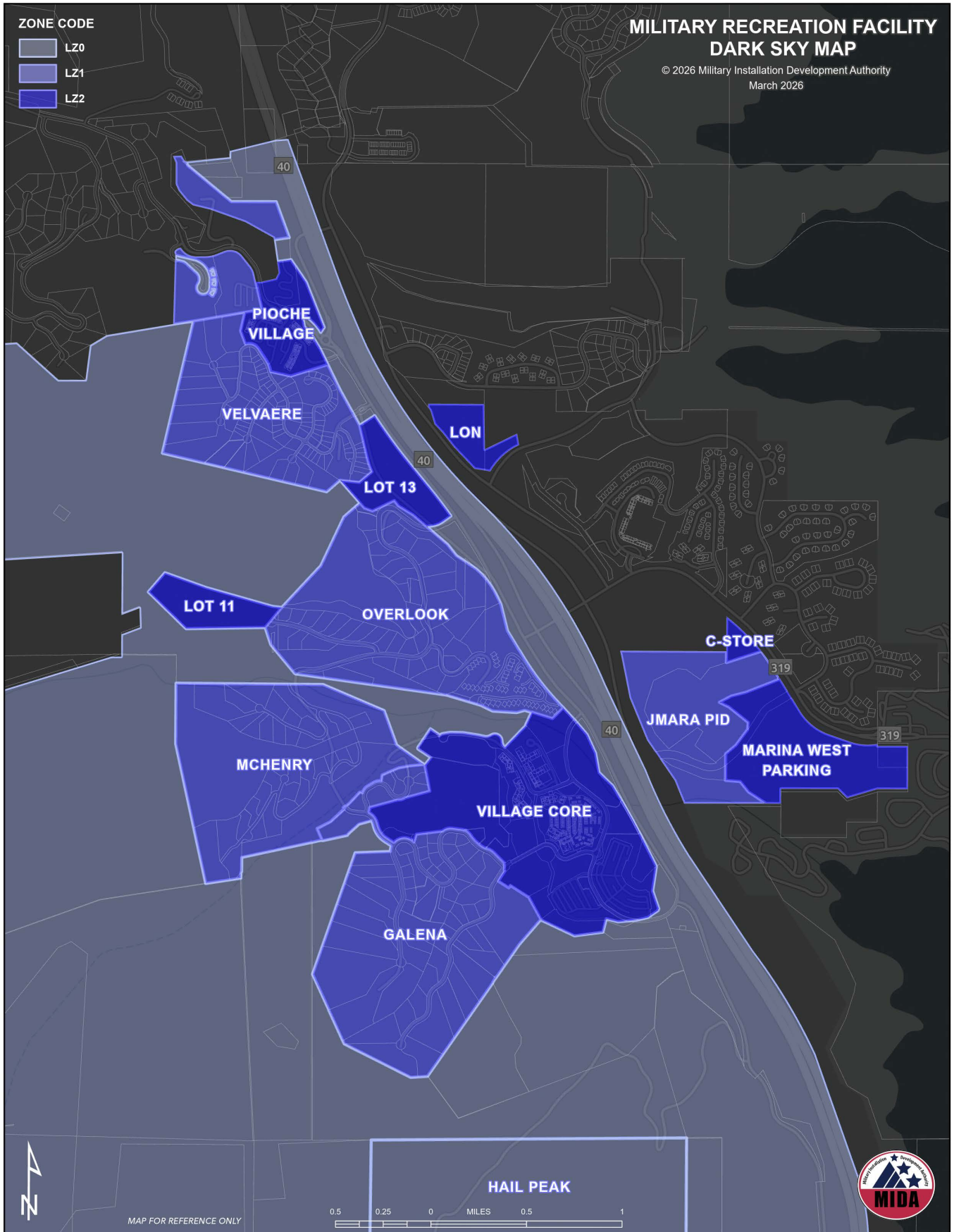
K. Permitting

1. Submittal: Whenever a Site Plan, Infrastructure Permit, or building permit is submitted to MIDA for review under these Standards, an outdoor lighting plan must be submitted, or previously approved, that is applicable to the subject of the Site Plan review, Infrastructure Permit review or building permit review. A preliminary outdoor lighting plan may be submitted at Site Plan, and then finalized before the issuance of a Building Permit for a structure or an Infrastructure Permit for site infrastructure improvements, as may be applicable.
 - a. Calculation Method: The outdoor lighting plan shall include:
 - (i) Luminaire identification (model number) or equal equivalent, installation locations, mounting heights, targeted directions, buildings, and other physical objects within the site that could affect the lighting outcome.
 - (ii) Site plan and Illuminance calculation plots demonstrating conformance with these Standards, including, but not limited to the sports lighting luminous-intensity Light Trespass limit.
2. Review: Review of the lighting plan shall be part of the standard review for,

as applicable, a Site Plan, Infrastructure Permit, and building permit as those reviews are described in Chapter 2 of these Standards. The reviewers shall have the authority to refer an application to the MIDA Control Area lighting standards compliance consulting engineer.

3. Appeals: Any appeals related to decisions regarding outdoor lighting shall be made as part of the review processes described in the Site Plan, Infrastructure Permit or building permit sections set forth in Chapter 2 of these Standards.

L. MIDA Control Area Lighting Zone Map



M. Lighting Zone (LZ) Guidelines

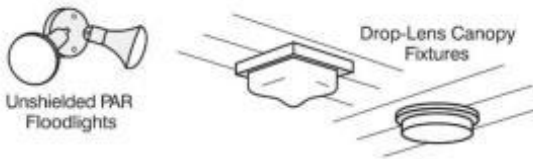
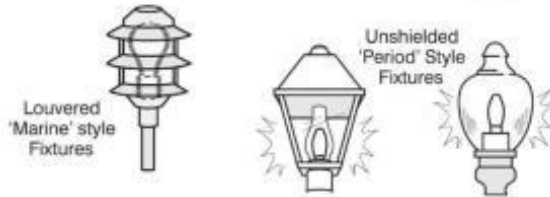
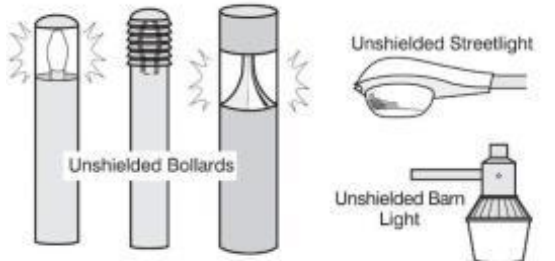
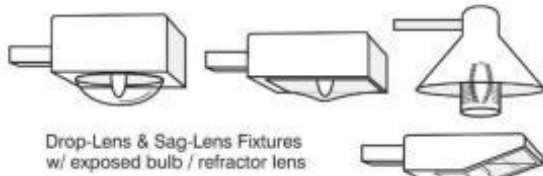
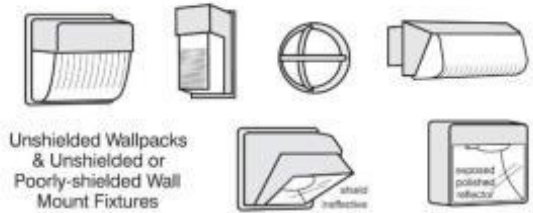
LZ0: No Ambient Lighting
Areas where the natural environment will be seriously and adversely affected by lighting. Impacts include disturbing the biological cycles of flora and fauna and/or detracting from human enjoyment and appreciation of the natural environment. Human activity is subordinate in importance to nature. The vision of human residents and users is adapted to the darkness, and they expect to see little or no lighting. When not needed, lighting should be extinguished.
LZ1: Low Ambient Lighting
Areas where lighting might adversely affect flora and fauna or disturb the character of the area. The vision of human residents and users is adapted to low light levels. Lighting may be used for safety and convenience but is not necessarily uniform or continuous. After curfew, most lighting should be extinguished or reduced as activity levels decline.
LZ2: Moderate Ambient Lighting
Areas of human activity where the vision of human residents and users is adapted to moderate light levels. Lighting may typically be used for safety and convenience but it is not necessarily uniform or continuous. After curfew, lighting may be extinguished or reduced as activity levels decline.
LZ3: Moderately High Ambient Lighting
Areas of human activity where the vision of human residents and users is adapted to moderately high light levels. Lighting is generally desired for safety, security and/or convenience and it is often uniform and/or continuous. After curfew, lighting may be extinguished or reduced in most areas as activity levels decline.
LZ4: High Ambient Lighting
Areas of human activity where the vision of human residents and users is adapted to high light levels. Lighting is generally considered necessary for safety, security and/or convenience and it is mostly uniform and/or continuous. After curfew, lighting may be extinguished or reduced in some areas as activity levels decline.

N. Full Cut-off Fixture Examples

Examples of Acceptable / Unacceptable Lighting Fixtures

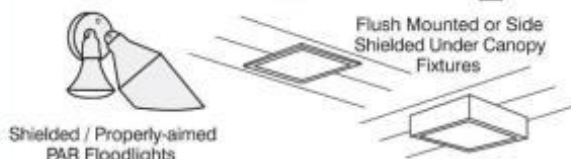
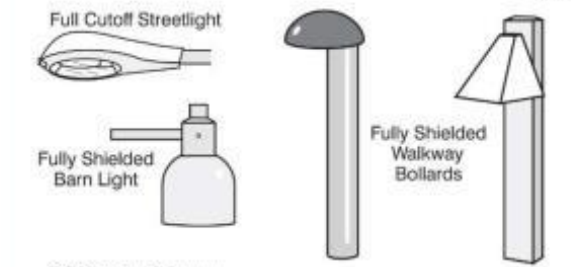
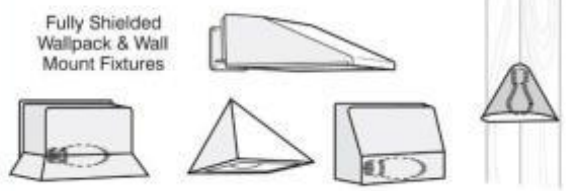
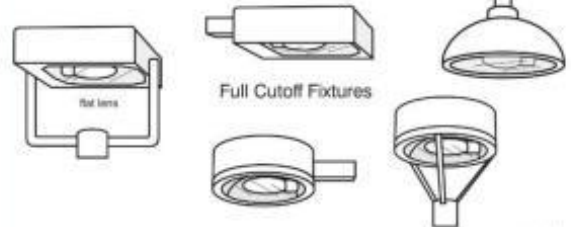
Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



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O. Lighting Zone Tables

Table A – Allowed Total Initial Luminaire Lumens Per Site for Non-residential Outdoor Lighting, Per Parking Space Method

May only be applied to properties up to 10 parking spaces (including handicapped accessible spaces).

LZ-0	LZ-1	LZ-2	LZ-3	LZ-4
350 lms/space	490 lms/space	630 lms/space	840 lms/space	1,050 lms/space

Table B – Allowed Total Initial Luminaire Lumens Per Site for Non-residential Outdoor Lighting, Hardscape Area Method

May be used for any project. When lighting intersections of site drives and public streets or road, a total of 600 square feet for each intersection may be added to the actual site hardscape area to provide for intersection lighting.

LZ-0	LZ-1	LZ-2	LZ-3	LZ-4
Base Allowance				
0.5 lumens per SF of Hardscape	1.25 lumens per SF of Hardscape	2.5 lumens per SF of Hardscape	5.0 lumens per SF of Hardscape	7.5 lumens per SF of Hardscape

Table B – Lumen Allowances, in Addition to Base Allowance

	LZ 0	LZ 1	LZ 2	LZ 3	LZ 4
Additional allowances for sales and service facilities. No more than two additional allowances per site, Use it or Lose it.					
Outdoor Sales Lots. This allowance is lumens per square foot of uncovered sales lots used exclusively for the display of vehicles or other merchandise for sale, and may not include driveways, parking or other non sales areas. To use this allowance, luminaires must be within 2 mounting heights of sales lot area.	0	4 lumens per square foot	8 lumens per square foot	16 lumens per square foot	16 lumens per square foot
Outdoor Sales Frontage. This allowance is for lineal feet of sales frontage immediately adjacent to the principal viewing location(s) and unobstructed for its viewing length. A corner sales lot may include two adjacent sides provided that a different principal viewing location exists for each side. In order to use this allowance, luminaires must be located between the principal viewing location and the frontage outdoor sales area	0	0	1,000 per LF	1,500 per LF	2,000 per LF
Drive Up Windows. In order to use this allowance, luminaires must be within 20 feet horizontal distance of the center of the window.	0	2,000 lumens per drive-up window	4,000 lumens per drive-up window	8,000 lumens per drive-up window	8,000 lumens per drive-up window
Vehicle Service Station. This allowance is lumens per installed fuel pump.	0	4,000 lumens per pump (based on 5 fc horiz)	8,000 lumens per pump (based on 10 fc horiz)	16,000 lumens per pump (based on 20 fc horiz)	24,000 lumens per pump (based on 20 fc horiz)

Tables C – Maximum Allowable Backlight, Uplight and Glare (BUG) Ratings

May be used for any project. A luminaire may be used if it is rated for the lighting zone of the site or lower in number for all ratings B, U and G. Luminaires equipped with adjustable mounting devices permitting alteration of luminaire aiming in the field shall not be permitted.

Table C-1 – Maximum Allowable Backlight (BUG) Ratings

TABLE C-1	Lighting Zone 0	Lighting Zone 1	Lighting Zone 2	Lighting Zone 3	Lighting Zone 4
Allowed Backlight Rating*					
Greater than 2 mounting heights from property line	B1	B3	B4	B5	B5
1 to less than 2 mounting heights from property line and ideally oriented**	B1	B2	B3	B4	B4
0.5 to 1 mounting heights from property line and ideally oriented**	B0	B1	B2	B3	B3
Less than 0.5 mounting height to property line and properly oriented**	B0	B0	B0	B1	B2

* For property lines that abut public walkways, bikeways, plazas, and parking lots, the property line may be considered 5 feet beyond the actual property line for purpose of determining compliance with this section. For property lines that abut public roadways and public transit corridors, the property line may be considered to be the center-line of the public roadway or public transit corridor for the purpose of determining compliance with this section. NOTE: This adjustment is relative to Table C-1 and C-3 only and shall not be used to increase the lighting area of the site.

** To be considered ‘ideally oriented’, the luminaire must be mounted with the backlight portion of the light output oriented perpendicular and towards the property line of concern.

Table C-2 – Maximum Allowable Uplight (BUG) Ratings

TABLE C-2	Lighting Zone 0	Lighting Zone 1	Lighting Zone 2	Lighting Zone 3	Lighting Zone 4
Allowed Uplight Rating	U0	U1	U2	U3	U4
Allowed % light emission above 90° for street or Area lighting	0%	0%	0%	0%	0%

Table C-3 – Maximum Allowable Glare (BUG) Ratings

TABLE C-3	Lighting Zone 0	Lighting Zone 1	Lighting Zone 2	Lighting Zone 3	Lighting Zone 4
Allowed Glare Rating	G0	G1	G2	G3	G4
Any luminaire not ideally oriented*** with 1 to less than 2 mounting heights to any property line of concern	G0	G0	G1	G1	G2
Any luminaire not ideally oriented*** with 0.5 to 1 mounting heights to any property line of concern	G0	G0	G0	G1	G1
Any luminaire not ideally oriented*** with less than 0.5 mounting heights to any property line of concern	G0	G0	G0	G0	G1

*** Any luminaire that cannot be mounted with its backlight perpendicular to any property line within 2X the mounting heights of the luminaire location shall meet the reduced Allowed Glare Rating in Table C-3.

Table D – Performance Method Allowed Total Initial Site Lumens

May be used for any project.

Lighting Zone	LZ 0	LZ 1	LZ 2	LZ 3	LZ 4
Allowed Lumens Per SF	0.5	1.25	2.5	5.0	7.5
Allowed Base Lumens Per Site	0	3,500	7,000	14,000	21,000

Table E – Performance Method Additional Initial Luminaire Lumen Allowances

All of the following are “use it or lose it” allowances. All area and distance measurements in plan view unless otherwise noted.

Lighting Application	LZ 0	LZ 1	LZ 2	LZ 3	LZ 4
Additional Lumens Allowances for All Buildings except service stations and outdoor sales facilities. A MAXIMUM OF THREE (3) ALLOWANCES ARE PERMITTED. THESE ALLOWANCES ARE “USE IT OR LOSE IT”.					
Building Entrances or Exits. This allowance is per door. In order to use this allowance, luminaires must be within 20 feet of the door.	400	1,000	2,000	4,000	6,000
Building Facades. This allowance is lumens per unit area of building façade that are illuminated. To use this allowance, luminaires must be aimed at the façade and capable of illuminating it without obstruction.	0	0	8/SF	16/SF	24/SF

Table E – Performance Method Additional Initial Luminaire Lumen Allowances (cont.)

Lighting Application	LZ 0	LZ 1	LZ 2	LZ 3	LZ 4
Sales or Non-sales Canopies. This allowance is lumens per unit area for the total area within the drip line of the canopy. In order to qualify for this allowance, luminaires must be located under the canopy.	0	3/SF	6/SF	12/SF	18/SF
Guard Stations. This allowance is lumens per unit area of guardhouse plus 2000 sf per vehicle lane. In order to use this allowance, luminaires must be within 2 mounting heights of a vehicle lane or the guardhouse.	0	6/SF	12/SF	24/SF	36/SF
Outdoor Dining. This allowance is lumens per unit area for the total illuminated hardscape of outdoor dining. In order to use this allowance, luminaires must be within 2 mounting heights of the hardscape area of outdoor dining	0	1/SF	5/SF	10/SF	15/SF
Drive Up Windows. This allowance is lumens per window. In order to use this allowance, luminaires must be within 20 feet of the center of the window.	0	2,000 lumens per drive-up window	4,000 lumens per drive-up window	8,000 lumens per drive-up window	8,000 lumens per drive-up window
Additional Lumens Allowances for Service Stations only. Service stations may not use any other additional allowances.					
Vehicle Service Station Hardscape. This allowance is lumens per unit area for the total illuminated hardscape area less area of buildings, area under canopies, area off property, or areas obstructed by signs or structures. In order to use this allowance, luminaires must be illuminating the hardscape area and must not be within a building, below a canopy, beyond property lines, or obstructed by a sign or other structure.	0	4/SF	8/SF	16/SF	24/SF

Table E – Performance Method Additional Initial Luminaire Lumen Allowances (cont.)

Lighting Application	LZ 0	LZ 1	LZ 2	LZ 3	LZ 4
<p>Vehicle Service Station Canopies. This allowance is lumens per unit area for the total area within the drip line of the canopy. In order to use this allowance, luminaires must be located under the canopy.</p>	0	8/SF	16/SF	32/SF	32/SF
<p>Additional Lumens Allowances for Outdoor Sales facilities only. Outdoor Sales facilities may not use any other additional allowances. NOTICE: lighting permitted by these allowances shall employ controls extinguishing this lighting after a curfew time to be determined by the Authority.</p>					
<p>Outdoor Sales Lots. This allowance is lumens per square foot of uncovered sales lots used exclusively for the display of vehicles or other merchandise for sale, and may not include driveways, parking or other non sales areas and shall not exceed 25% of the total hardscape area. To use this allowance, Luminaires must be within 2 mounting heights of the sales lot area.</p>	0	4/SF	8/SF	12/SF	18/SF
<p>Outdoor Sales Frontage. This allowance is for lineal feet of sales frontage immediately adjacent to the principal viewing location(s) and unobstructed for its viewing length. A corner sales lot may include two adjacent sides provided that a different principal viewing location exists for each side. In order to use this allowance, luminaires must be located between the principal viewing location and the frontage outdoor sales area.</p>	0	0	1,000/LF	1,500/LF	2,000/LF

Table F – Maximum Vertical Illuminance at any point in the plane of the property line

Lighting Zone 0	Lighting Zone 1	Lighting Zone 2	Lighting Zone 3	Lighting Zone 4
0.05 FC or 0.5 LUX	0.1 FC or 1.0 LUX	0.3 FC or 3.0 LUX	0.8 FC or 8.0 LUX	1.5 FC or 15.0 LUX

Table G – Residential Lighting Limits

Lighting Application	LZ 0	LZ 1	LZ 2	LZ 3	LZ 4
Row 1 Maximum Allowed Luminaire Lumens* for Unshielded Luminaires at one entry only	Not allowed	420 lumens	630 lumens	630 lumens	630 lumens
Row 2 Maximum Allowed Luminaire Lumens* for each Fully Shielded Luminaire	630 lumens	1,260 lumens	1,260 lumens	1,260 lumens	1,260 lumens
Row 3 Maximum Allowed Luminaire Lumens* for each Unshielded Luminaire excluding main entry	Not allowed	315 lumens	315 lumens	315 lumens	315 lumens
Row 4 Maximum Allowed Luminaire Lumens* for each Landscape Lighting	Not allowed	Not allowed	1,050 lumens	2,100 lumens	2,100 lumens
Row 5 Maximum Allowed Luminaire Lumens* for each Shielded Directional Flood Lighting	Not allowed	Not allowed	1,260 lumens	2,100 lumens	2,100 lumens
Row 6 Maximum Allowed Luminaire Lumens* for each Low Voltage Landscape Lighting	Not allowed	Not allowed	525 lumens	525 lumens	525 lumens

* Luminaire lumens equals Initial Lamp Lumens for a lamp, multiplied by the number of lamps in the luminaire.

4.06 — Lighting Design Standards

A. — Objective: The objective of this Section is to encourage lighting practices throughout the MIDA Control Area that are desirable to achieve an overall objective of continuity, to avoid objectionable glare, and to maintain the night sky

~~by implementing Dark Sky methods consistent with the version of the International Dark Sky Association's Model Lighting Ordinance ("IDA") which is current at the time the proposed lighting is reviewed and approved by MIDA. The lighting standards shall be consistent with the lighting standards approved as part of the Materials and Design Standards Handbook.~~

- ~~**B. Lighting Selection and Use Process:** Consistent with the IDA, outdoor lighting shall generally be the minimum necessary to provide for safety and functionality. Gathering spaces should be better lit to provide for night crowds; exterior lighting shall be dark sky compliant and provide full cutoff and downward lighting, including wall mounts on buildings or structures. Wall washes may be permitted as an accent lighting feature for buildings and structures permitting they are compliant with the IDA. Lighting fixtures should be consistent with the architecture of the building and the Mountain Resort Look.~~

- ~~**C. Height of Luminaries:** The maximum height of luminaries shall be fourteen (14) feet from the finished grade to the tallest point of the luminaire, unless the DRC or MIDA Board requires a lower height as part of its approvals. Depending on the location, the light should be low intensity, shielded from uses on adjoining lots, and directed away from adjacent properties in a manner consistent with the design standards set forth by the IDA. Lighting luminaries shall provide a 90-degree maximum cut off for areas outside of the roadway right of way, and lighting luminaries shall be directed downward (see Figure A – Full Cut Off Exhibit).~~

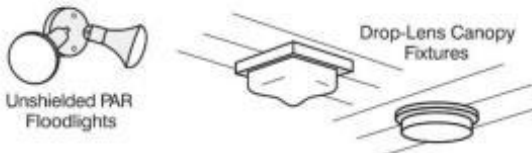
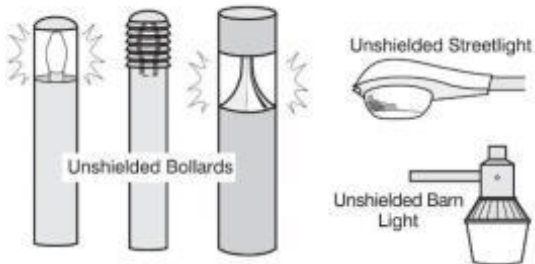
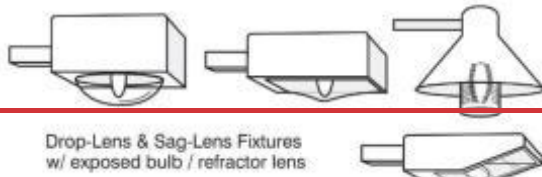
- ~~**D. Parking Luminaries:** All parking luminaries, except those required for security, shall be extinguished one hour after the end of business hours. The exception for security lighting applies to a maximum of 25% of the total luminaries used, unless the DRC or MIDA Board approves a higher percentage as part of the Site Plan Approval or unless required by reasonable insurance providers. Surface Parking lot lights are permitted to be a maximum of twenty feet (20') tall from the finished grade to the tallest point of the light fixture. Parking area luminaries shall provide a maximum of a 90-degree cut off for luminaries within the parking area, and full cut off for areas outside of the parking area, and parking luminaries shall be directed downward (see Figure A – Full Cut Off Exhibit).~~

FIGURE A—FULL CUT-OFF EXHIBIT

Examples of Acceptable / Unacceptable Lighting Fixtures

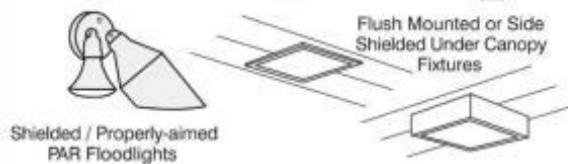
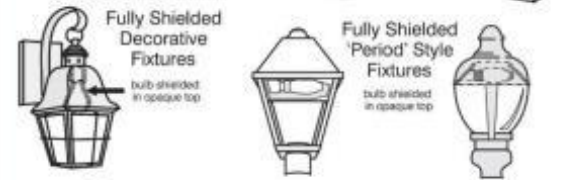
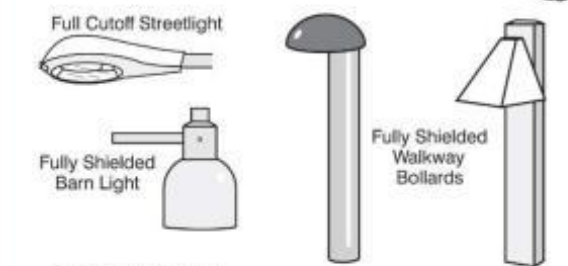
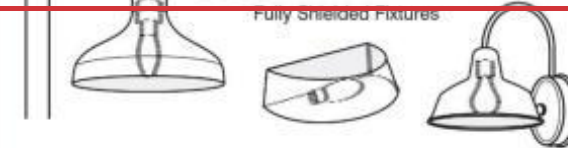
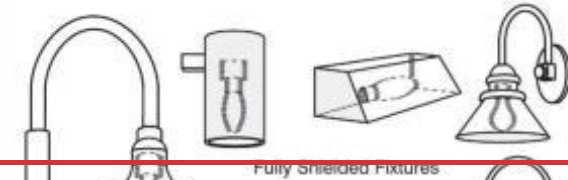
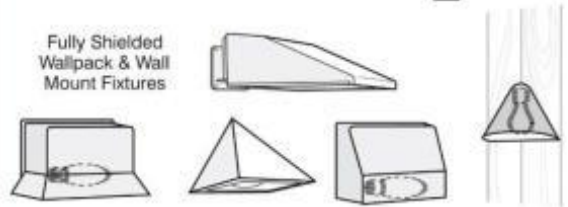
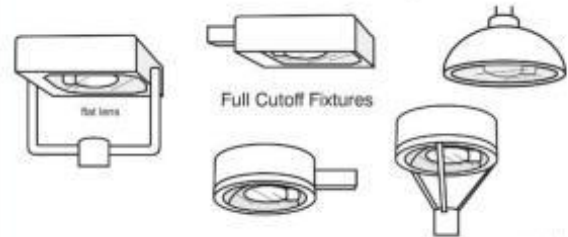
Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Illustrations by Bob Crelin© 2005. Rendered for the Town of Southampton, NY. Used with permission.

~~E. **Street Lighting, Security Cameras, Wifi Boosters, Banners, Clocks and Flags:**~~

~~Street lighting illumination levels must be of sufficient intensity and uniformity to provide security and traffic safety. The uniformity shall be 4:1 (average: minimum) with a minimum average illumination level of 0.2fc. Lighting should be designed and placed in a manner consistent with the design standards set forth by the IDA. Streetlights should not be more than fourteen feet (14') in height. Street lighting luminaries shall provide full cut off with no light emitted above 90 degrees for areas outside of the roadway right of way, and lighting luminaries shall be directed downward (see Figure A – Full Cut-Off Exhibit). At a minimum, Street lighting shall be provided at intersections. Bollards and other low level lighting will be provided for pedestrian pathways. Bollards shall not exceed forty two inches (42") in height (except that in areas where snow accumulation may occur, bollards may be up to sixty inches (60 inches in height) and shall have a light cutoff of no more than eighty (80) degrees. While banners, clocks, flags and other elements are strongly encouraged around buildings, they should not be dominated by commercial messages, and any associated lighting shall be consistent with IDA standards (i.e., use of downlighting and cut offs). Security cameras may be installed where reasonably necessary for safety and security. Wifi boosters may be attached to streetlights, street furniture, or where reasonably required to enable and enhance wireless coverage. The MIDA Board will review proposed street furniture, lighting and commercial messages on a case by case basis during the Site Plan Application.~~

~~F. **Signs:**~~ Signs may be unlighted, lighted externally, lighted internally or back lit. All

~~sign lighting must be designed, directed and shielded in such a manner that the light source is not visible beyond the property boundaries where the sign is located. Lighting for signs must be directed such that only the sign face is illuminated. All lighting signs must have stationary and constant lighting. Electronic Message Signs, Variable Message Signs, and Cabinet Signs are prohibited.~~

~~1. **Standards for Externally Illuminated Signs:**~~

- ~~a. Lighting for externally illuminated signs must be aimed and shielded so that light is directed only onto the sign face and does not trespass onto adjacent streets, roads, or into the night sky.~~
- ~~b. Lighting for externally illuminated signs must be mounted at the top of the sign (or within two feet of the top of a building-mounted sign) and directed downward, except for free standing monument style signs which may be illuminated by ground mounted lighting.~~

~~2. **Standards for Internally Illuminated Signs – Lighting is Visible on Both Sides of the Sign:**~~

- ~~a. Only sign copy areas and logos may be illuminated on an internally illuminated sign.~~

b. Internally illuminated signs shall use semi-opaque materials for sign copy such that the light emanating from the sign is diffused. Transparent or clear materials are not allowed for sign copy. Non-copy portions of the sign (e.g., background and graphics) shall be made of completely opaque material.

3. Standards for Back-Lit Signs — Only One Side of the Sign is Lit:

a. Back-lit signs shall be designed such that the light source is not visible.

b. Back-lit signs shall be designed such that harsh, direct illumination does not emanate out of the sign. Rather, the back-lighting shall only allow indirect illumination to emanate from the sign. For example, signs that create a “halo” effect around the sign copy are allowed.

c. Back-lit signs shall use low wattage light sources.

G. Landscape Lighting Standards: Landscape lighting, including decorative lighting in trees and vegetation, is permitted in plazas, walkways and public areas for safety and to enhance the patron’s nighttime experience. Consideration should be given to the design standards set forth by the IDA. Festoon lighting, shop lighting and special event lighting shall also be reasonably permitted with consideration for dark sky compliance. Along pathways and sidewalks (where practicable), foot lighting shall be utilized in lieu of light poles, thereby placing the lighting source close to the ground and reducing the potential for light/glare intrusion. Landscape lighting sources shall be concealed within the landscaping in a manner that allows the lighting to blend in and create a natural feel, whether in the day time or night time. All landscape lighting and pathway lighting standards shall include 90-degree cut-offs directing the lighting downward (see Figure A — Full Cut-Off Exhibit).

H. Amphitheater Lighting: Outdoor amphitheatres may use illumination to light the performance area of the amphitheater and for the safety of the public. The following standards shall apply to all amphitheater lighting:

1. Lighting to illuminate the performance area must either be directed spotlighting or full cut-off lighting. If directed spotlighting, the light source must be located and designed such that the light source is not visible beyond the property boundaries.

2. Lighting used to illuminate the seating areas, pathways, and other areas of the amphitheater are permitted.

I. Exemptions: The following lighting is exempt from the lighting standards discussed herein:

1. Lighting in swimming pool areas and other water features governed by the Utah State Construction Code.

2. Exit signs, egress lighting, emergency lighting and other illumination required by the Utah State Construction Code.

3. Lighting for stairwells, service areas and ramp areas as required by the Utah State Construction Code.

- ~~4. Seasonal decorations and landscape lighting are used to enhance and define public spaces throughout the MIDA Control Area (as further described in the approved Materials and Design Guidelines Handbook).~~
- ~~5. Traffic control signals and devices, including changeable copy message boards used for traffic control purposes.~~
- ~~6. Temporary emergency lighting in use by law enforcement or government agencies, or at their direction.~~
- ~~7. Temporary construction lighting.~~
- ~~8. The lighting of flags, including but not limited to Federal, State or military flags; provided, that the light is a narrow beam aimed and shielded to illuminate only the flag. Flag lighting should use appropriate illumination levels to light the flag, while at the same time fulfilling the purposes of this section.~~
- ~~9. Ski Mountain operations.~~

MILITARY INSTALLATION DEVELOPMENT AUTHORITY

RESOLUTION 2026-05

A RESOLUTION OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY BOARD (“MIDA”) DECLARING THE SATISFACTION AND RELEASE OF SPECIAL ASSESSMENT REVENUE BONDS (FALCON HILL ASSESSMENT AREA), SERIES 2017, AND AUTHORIZING THE RELEASE OF SPECIAL ASSESSMENT LIENS ON BUILDING 1575 (CAZADOR) AND BUILDING J (REDHAWK)

WHEREAS, pursuant to the Military Installation Development Authority Act, §63H-1-101 *et seq.*, Utah Code Annotated 1953 (“UCA”), as amended (the “Act”), MIDA created the Falcon Hill Project Area at Hill Air Force Base, which includes the Enhanced Use Lease (“EUL”) Property; and

WHEREAS, pursuant to Part 6 of the MIDA Act (§§ 63H-1-601 *et seq.*), MIDA is authorized to issue bonds secured by special assessments levied within a project area; and

WHEREAS, on October 17, 2017, MIDA issued Special Assessment Revenue Bonds (Falcon Hill Assessment Area), Series 2017, in the original principal amount of \$2,750,000 (the “Series 2017 Assessment Bonds”); and

WHEREAS, the Series 2017 Assessment Bonds were secured by special assessments levied on Building J (Redhawk) and Building 1575 (Cazador) within the Falcon Hill Project Area (the “Assessed Properties”), as set forth in the Master Designation and Assessment Resolution and the Indenture of Trust and Pledge dated October 17, 2017; and

WHEREAS, U.S. Bank National Association served as trustee (the “Trustee”) under the Indenture of Trust and Pledge for the Series 2017 Assessment Bonds; and

WHEREAS, all principal, interest, and any other amounts due and owing on the Series 2017 Assessment Bonds have been paid in full, and the Series 2017 Assessment Bonds have been fully satisfied and retired; and

WHEREAS, MIDA’s Chief Financial Officer has verified and confirmed the satisfaction of all debt service obligations related to the Series 2017 Assessment Bonds; and

WHEREAS, with the full satisfaction and retirement of the Series 2017 Assessment Bonds, the special assessment liens recorded against the Assessed Properties are no longer necessary and should be formally released; and

WHEREAS, the MIDA Board finds that the formal release of the special assessment liens on the Assessed Properties is in the best interest of MIDA and the Falcon Hill Project Area;

NOW, THEREFORE, BE IT RESOLVED BY THE MIDA BOARD as follows:

- 1. Satisfaction of Bonds.** The Board hereby finds and declares that the Special Assessment Revenue Bonds (Falcon Hill Assessment Area), Series 2017, in the original principal amount of \$2,750,000, have been paid and satisfied in full, and that all obligations of MIDA with respect to said bonds have been fully discharged.

2. **Release of Assessment Liens.** The special assessment liens recorded against Building J (Redhawk) and Building 1575 (Cazador) in connection with the Series 2017 Assessment Bonds are hereby released, discharged, and declared to be of no further force or effect.
3. **Authorization to Record.** The Executive Director is hereby authorized and directed to execute and MIDA staff is hereby authorized to record with the Davis County Recorder such documents and instruments as may be necessary or appropriate to evidence the release of the special assessment liens on the Assessed Properties, including this Resolution.
4. **Notification to Trustee.** The Executive Director is further authorized and directed to provide notice to U.S. Bank National Association or its successor, if any, as Trustee, of the satisfaction of the Series 2017 Assessment Bonds and the release of the assessment liens, and to coordinate with the Trustee regarding any remaining administrative actions necessary to close out the trust accounts associated with the Series 2017 Assessment Bonds.

EFFECTIVE DATE. This Resolution shall become effective upon publication of this Resolution.

PASSED AND ADOPTED by the MIDA Board this 24th day of April 2026.

Military Installation Development Authority

J. Stuart Adams
Chair

Attest:

Morgan Nebeker
MIDA Staff

MILITARY INSTALLATION DEVELOPMENT AUTHORITY

RESOLUTION 2026-06

A RESOLUTION OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”) ADOPTING THE STRATOS PROJECT AREA PLAN AND DIRECTING THE PUBLICATION OF NOTICE OF ITS APPROVAL IN A NEWSPAPER OF GENERAL CIRCULATION AS PROVIDED BY LAW

WHEREAS, MIDA was created pursuant §§ 63H-1-101 et seq. Utah Code Annotated 1953, as amended (the “MIDA Act”) to fulfill certain purposes regarding the development of military land and private land for a military purpose in the state of Utah; and

WHEREAS, consistent with these statutory purposes, MIDA is proposing the creation of the Stratos Project Area Plan (the “Project Area”), consisting of certain private, military, and State owned property located within Box Elder County, Utah, and certain associated military properties located in other areas of the State of Utah, to facilitate coordinated economic development, infrastructure investment, and energy resilience supporting national defense and regional economic objectives, including supporting the continued viability and mission readiness of military installations in Utah, including support for the Utah National Guard and Hill Air Force Base; and

WHEREAS, pursuant to the MIDA Act, MIDA has prepared a draft Stratos Project Area Plan, gave notice to taxing entities and municipalities within ½ mile of the proposed project area, and held a public meeting on April 24, 2026; and

WHEREAS, § 63H-1-401(1)(c) of the MIDA Act provides that, after holding at least one public meeting, the MIDA Board “may make modifications to the draft project area plan that the board considers necessary or appropriate;” and

WHEREAS, the Project Area Plan conforms with the necessary legal requirements of the MIDA Act, including the more specific requirements of § 63H-1-401, including consent for the inclusion of certain public land within the draft project area.

NOW, THEREFORE, BE IT RESOLVED BY THE MIDA BOARD that:

1. The Project Area Plan attached hereto and titled Stratos Project Area Plan (“Final Plan”) is adopted as of the Effective Date provided in Section 6 below.

2. The Executive Director is authorized to make changes to the Final Plan to update its text, maps, and legal description, and to make any necessary technical corrections.
3. Adoption and publication of this Resolution constitutes the notice required by § 63H-1-403 of the MIDA Act.
4. In compliance with § 63H-1-403, the Final Plan shall be available for general public inspection and a link to a copy of the Final Plan shall be made available on the MIDA website, <https://midaut.org>. Members of the public may also obtain a PDF copy of the Final Plan by submitting an email request to contact@midaut.org.
5. Upon the effective date and time of the Project Area Plan, MIDA's staff is directed to (i) publish this Resolution both in a newspaper of general circulation within or near the project area and in compliance with § 45-1-101 Utah Code Annotated 1953, as amended; and (ii) send notice, within 10 days of its effective date, of the Final Plan's adoption along with an accurate map or plat to the entities listed in § 63H-1-403(5) of the MIDA Act.
6. The Final Plan shall become effective at 7:00pm, MDT, April 24, 2026, if Box Elder County has provided its consent to the Project Area Plan prior to that date and time; or if such consent has not been granted at that date and time then at such date and time as Box Elder County grants such consent.

PASSED AND ADOPTED by the MIDA Board this 24th day of April 2026.

Military Installation Development Authority

J. Stuart Adams
Chair

Attest:

Morgan Nebeker
Records Officer

STRATOS PROJECT AREA PLAN

April 24, 2026

Introduction

The Military Installation Development Authority (“MIDA”) was created by the Utah Legislature in 2007 to facilitate the development of military and private land in Utah and to strengthen the state’s support of national defense missions. MIDA works in partnership with local governments, the State of Utah (“State”), and private industry to promote economic development and infrastructure that supports military readiness and related industries.

MIDA, after coordinating with private landowners, the developer, Box Elder County (“County”), and the State, established the Stratos Project Area (“Project Area”) by adoption of this Stratos Project Area Plan (“Plan”). The Project Area consists of approximately forty thousand acres of privately owned land (“Private Land”) and twelve hundred acres of military land and state-owned land (“Project Area Military Land”); all located in the unincorporated area of the County. The Project Area Military Land includes a portion of the Utah Test and Training Range (“UTTR”) and land owned by the State adjacent to the UTTR land. In addition, this Plan designates the remainder of the UTTR land, Hill Air Force Base, the Falcon Hill Project Area, as amended, and the statewide National Guard properties described in the Utah National Guard Project Area Plan, as military land associated with the Project Area (“Associated Military Land”).

The Project Area is intended to support the development of state-of-the-art energy generation; hyperscale data center(s); advanced manufacturing; housing, commercial facilities, and other compatible uses; and, the corresponding infrastructure and improvements. Of particular importance is recognizing the rural/agricultural nature of the surrounding area and the continuance of ranching uses prior to and after construction. (“Development Project”)

Energy resilience strengthens national security while also supporting regional economic growth and workforce development. The nature of the type of data center being contemplated will specifically cater to hyperscale providers who include the federal government and related defense industry users as clients.

The Development Project enhances the alignment of local, state, and national initiatives to protect critical infrastructure, advance energy reliability, and support national defense and long-term energy independence. The planned energy users are large data centers and advanced manufacturers that will both directly benefit military and national defense related missions and the public generally. Both the energy generation and the large energy users will provide significant economic growth to the military, the County, and the State.

Pursuant to the MIDA Act, the inclusion of non-military land within the Project Area requires the consent of the County through the adoption of a resolution (“County Consent”), as well as the consent of each private landowner whose property is included within the Project Area (“Landowner Consent”). Each private landowner has provided MIDA with their Landowner Consent. On April 26, 2026, the County approved the County Consent.

The preparation of a draft project area plan (“Draft Plan”) is required pursuant to the provisions of the MIDA’s enabling legislation, Title 63H, Chapter 1, Utah Code Annotated (“MIDA Act”), prior to the designation of the Project Area and the implementation of development and financing tools authorized under the Act. In accordance with the MIDA Act, not less than ten (10) days’ notice was provided of the

public meeting of the MIDA Board at which the Draft Plan was considered. The public meeting was held on April 24, 2026. As provided in the MIDA Act, at the public meeting the MIDA Board is authorized to make any modifications to the Draft Plan that the board “considers necessary or appropriate.” This Plan incorporates those modifications.

Stratos Project Area Legal Description and Maps and Associated Military Land

The land included in the Project Area consists of the Private Land and the Project Area Military Land. The map and legal description of the Private Land are attached as Exhibit A, and the map and legal description of the Project Area Military Land are attached as Exhibit B. The Associated Military Land is listed in Exhibit C.

Purpose and Intent

MIDA is advancing the development of integrated energy generation, a data center complex, and advanced manufacturing to strengthen energy resilience in support of national defense interests. This effort aligns with established federal policy recognizing that reliable energy systems and advanced computing infrastructure are foundational to national security and military mission readiness, including *Executive Order 14110, which emphasizes the importance of secure and resilient infrastructure to support advanced computing and defense-related capabilities*. The Development Project is expected to generate thousands of jobs across energy production, data center operations, manufacturing, engineering, construction, and training, and is intentionally structured as an integrated energy ecosystem rather than a single-use development. The Project will also include residential and mixed-use commercial development intended to accommodate the workforce supporting the energy and technology industries within the Project Area and surrounding region.

These power generation and data center components strengthen the United States’ energy resilience as a matter of national security. Energy independence is a strategic necessity, as secure, domestically controlled power and data capacity protects mission-critical operations, reduces reliance on foreign adversaries, and ensures operational continuity during disruption.

Advanced technologies proposed within the Project Area are designed to outperform conventional infrastructure models. Integrated water treatment and desalination processes are anticipated to achieve a net positive water outcome, reducing long-term regional demand while supporting high-intensity industrial and data center uses.

Through this initiative, the State, MIDA, the County, the developer, and the landowners and their partners are positioned to lead nationally in defense-aligned energy development. The Project Area is intended to function as a critical national asset and a replicable model—demonstrating how coordinated federal, state, and local action can strengthen infrastructure, support national defense, and advance energy independence at scale. The Development Project will produce ongoing revenue that will be used by MIDA to support new improvements and missions on the Associated Military Land; provide the State with revenue for it to pursue its purposes statewide; and, provide significant perpetual funding to the County for providing municipal services to the Project Area, support the local school district, and enhance its local government services and programs generally.

Accordingly, it is the purpose and intent of MIDA to encourage new energy-focused development, compute power, and advanced manufacturing, fulfilling the objectives set forth in the MIDA Act. Ultimately, this project positions Utah as a national leader in innovation and energy independence.

The purpose and intent of MIDA, with respect to the Project Area Plan, is to:

- A. Support the military and defense related initiatives on the Associated Military Land
- B. Encourage and assist economic development
- C. Create additional jobs
- D. Provide the expansion of the tax base and economic health of the County and the State of Utah
- E. Implement the financing provisions of the MIDA Act and the contracts entered into pursuant to the MIDA Act
- F. Encourage economic use and new construction upon the land located within the Project Area
- G. Promote development that complements emerging energy and technology industries while strengthening the economic base of the County
- H. Provide for compatible relationships among land uses and quality standards for development such that the Project Area functions as a unified and viable center of economic activity
- I. Removal of impediments to development through a streamlined development review
- J. Ensure that the Project Area is provided the necessary public utilities and infrastructure improvements
- K. Achievement of an environment reflecting an appropriate level of concern for design and construction principles that reflect the rural nature of the County, mitigate the development impacts, support innovation and state-of-the-art development, all through encouragement, guidance, and appropriate controls.

Findings and Determinations

Pursuant to the MIDA Act §63H-1-402(2)(c), the MIDA Board makes the following findings:

Public Purpose

The Development Project serves a clear public purpose by advancing national defense and energy resilience objectives, including support for military mission readiness and critical defense infrastructure, while also supporting coordinated economic and infrastructure development that benefits the State and the County.

Public Benefit

The Development Project provides substantial public benefit, including the creation of thousands of jobs, investment in energy, data, and manufacturing infrastructure, support for workforce training and veteran employment, and environmental benefits achieved through advanced and water-efficient technologies.

Economic Soundness and Feasibility

The implementation of the Plan is economically sound and feasible. The Development Project is supported by partnerships between MIDA, the County, the State, and private sector participants, together with financing mechanisms authorized under the MIDA Act.

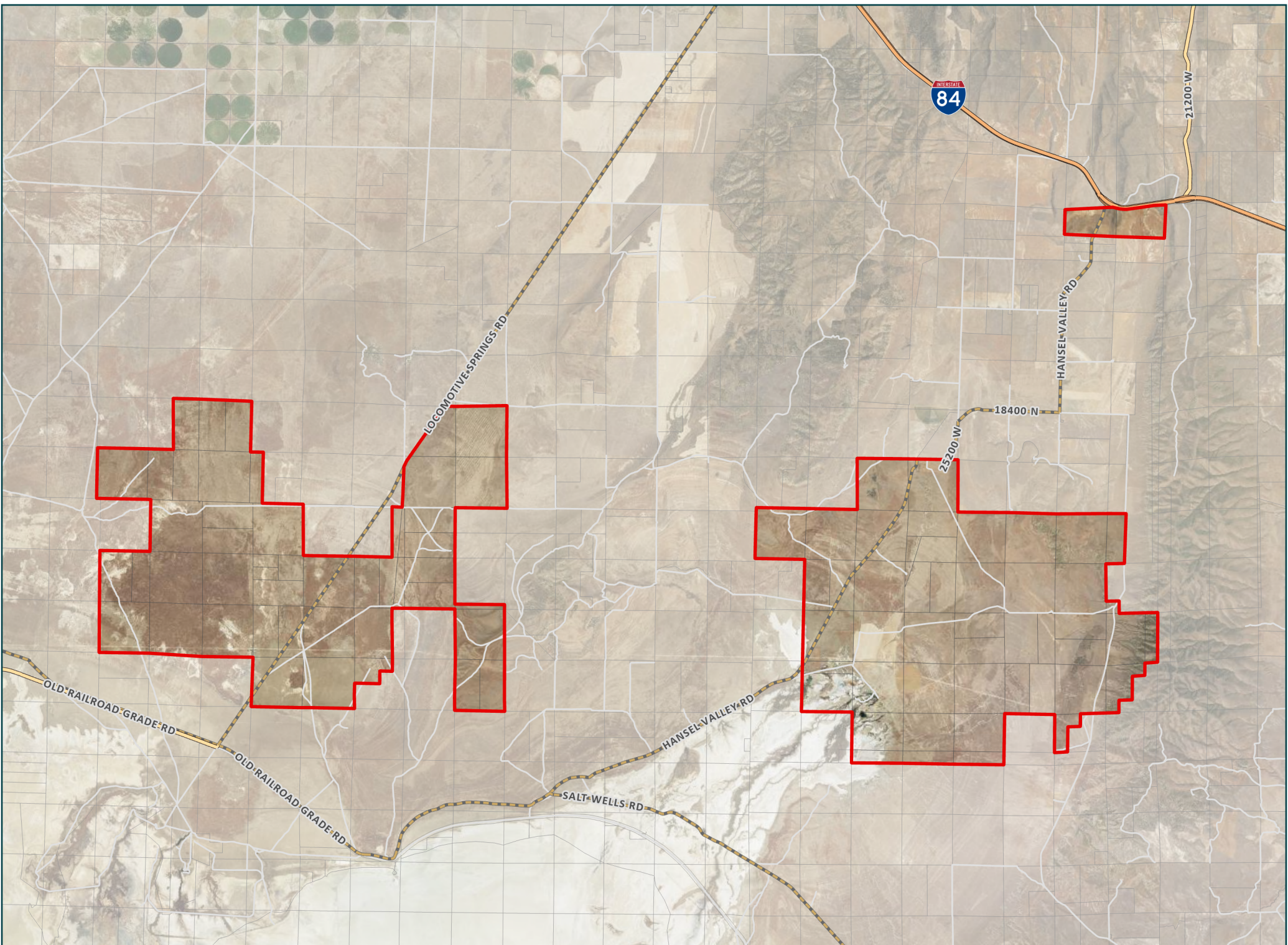
Public Peace, Health, Safety, and Welfare

The Plan promotes public peace, health, safety, and welfare by providing for orderly development, coordinated infrastructure investment, reliable energy systems, and the provision of essential public utilities and services necessary to support the Development Project and the surrounding area.

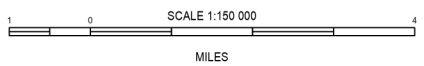
Exhibit A

Stratos Project Area Plan

Map and Legal Description of Private Land



DISCLAIMER
THIS MAP IS NOT A LEGAL DOCUMENT. BOUNDARIES
MAY BE GENERALIZED FOR THIS MAP SCALE.



STRATOS DISTRICT
BOX ELDER COUNTY
2026

EXHIBIT A – Legal Description of the Private Land

The Project Area consists of approximately forty thousand (40,000) acres of privately owned land located within Box Elder County, Utah. A full legal description of the Project Area is described below. The Military Land is described in Exhibit B.

PARCELS INCLUDED

07-005-0018, 07-005-0017, 06-005-0009, 06-005-0024, 06-005-0029, 06-005-0043, 06-005-0063, 06-005-0028, 06-006-0033, 06-006-0034, 06-006-0032, 06-006-0049, 06-006-0036, 06-006-0050, 06-006-0037, 06-006-0039, 06-006-0025, 06-006-0029, 06-006-0028, 06-006-0012, 06-006-0008, 06-006-0007, 06-006-0006, 07-006-0049, 07-006-0050, 06-006-0003, 06-006-0002, 06-006-0001, 06-005-0010, 06-005-0011, 06-005-0026, 06-005-0027, 06-006-0019, 06-006-0020, 06-006-0018, 06-006-0001, 06-006-0017, 06-006-0022, 06-006-0021, 06-006-0031, 06-006-0023, 06-006-0016, 06-006-0014, 06-006-0015, 06-006-0005, 06-006-0013, 06-006-0024, 06-006-0030, 06-006-0038, 06-006-0011, 06-005-0025, 06-005-0012, 06-006-0004, 07-079-0001, 07-082-0001, 07-081-0003, 07-080-0017, 06-008-0004, 06-008-0003, 06-008-0019, 06-008-0018, 06-008-0033, 06-008-0021, 06-008-0034, 06-008-0047, 06-008-0048, 06-008-0049, 06-008-0017, 06-008-0016, 06-008-0051, 06-008-0052, 06-008-0030, 06-008-0029, 06-008-0026, 06-008-0025, 06-008-0024, 06-008-0027, 06-009-0017, 06-009-0018, 06-009-0062, 06-009-0015, 06-009-0016, 06-009-0001, 07-008-0034, 07-009-0042, 07-009-0041, 07-009-0040, 07-009-0030, 07-008-0039, 07-008-0033, 07-008-0040, 06-008-0007, 06-008-0008, 06-008-0009, 06-008-0012, 06-008-0014, 06-008-0013, 06-008-0011, 06-008-0015.

LEGAL DESCRIPTION

Containing all or parts of the following Sections, Townships, and Ranges – all Salt Lake Base & Meridian, U.S. Survey:

Sections	Township	Range
1-3, 10-12, 13-15, 22-24	14 North	10 West
25, 35-36	13 North	10 West
25-26, 30-32, 35-36	13 North	9 West
33-34	13 North	7 West
5-6	13 North	6 West
7, 17-18	13 North	5 West
1, 11-14	12 North	10 West
2-3, 5-13, 15-18, 20-22, 24	12 North	9 West
1-6, 8-17, 20-24, 26-28	12 North	7 West
5-8, 17-20, 30	12 North	6 West

(See below for complete list of parcels and their individual legal descriptions)

Contains 40,691.72 acres more or less.

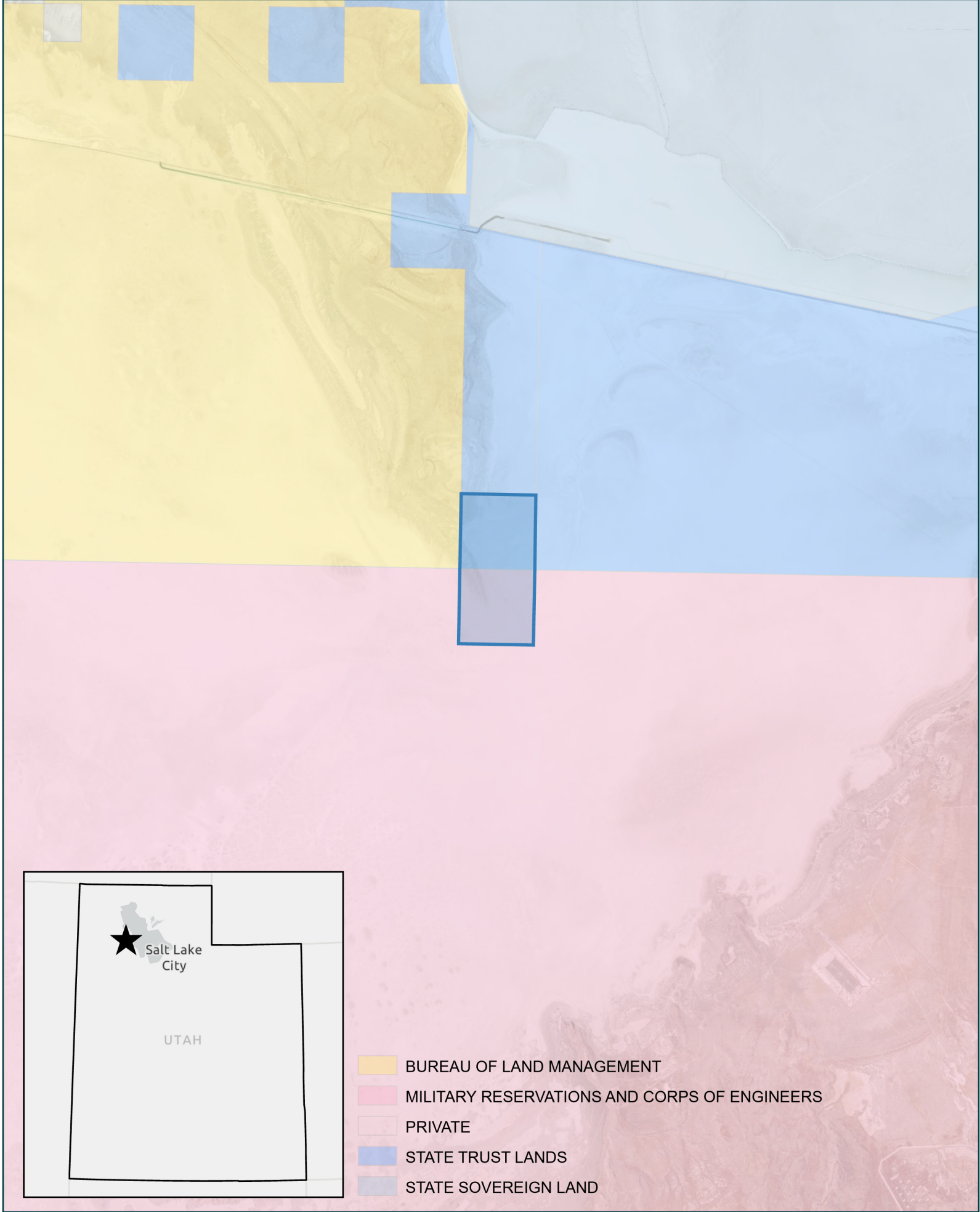
Parcel Number	Legal Description
07-005-0018	LOTS 1-5-6-7, LOT 2, S/2 OF NE/4: SE/4 OF NW/4 (N/2 OF SEC). LESS ST HWY. SEC 6, TWP 13N, R 6W, SLM. CONTG 320.63 ACS.
07-005-0017	Legal N/2 OF SEC 5, TWP 13N, R 6W, SLM. LESS ST HWY.
06-005-0009	Legal W 212 ACS OF SEC 5, TWP 12N, R 6W SLM. (OVERLAPS 0077)
06-005-0024	Legal E/2 OF E/2 OF SEC 17, T 12N, R 6W, SLM.
06-005-0029	Legal NW/4 OF NE/4, NW/4, N 1/2 OF SW/4, SW/4 OF SW/4 OF SEC 20, TWP 12N, R 6W, SLM
06-005-0043	Legal LOTS 4 AND 8, SE/4 OF SW/4, SW/4 OF SE/4, SEC 30, TWP 12N, R 6W, SLM,--- QUESTION--
06-005-0063	Legal LOTS 1, 2, 3, AND NE/4 OF NW/4 OF SEC 30, TWP 12N, R 6W, SLM,--- QUESTION ---
06-005-0028	Legal ALL OF SEC 19, TWP 12N, R 6W SLM
06-006-0033	Legal E 1/2 OF SEC 24, TWP 12N, R 7W, SLM
06-006-0034	Legal W 1/2 OF SEC 24, TWP 12N, R 7W, SLM CONT 320 ACS.
06-006-0032	Legal ALL OF SEC 23, TWP 12N, R 7W, SLM,
06-006-0049	Legal N 1/2 AND N 1/2 OF S 1/2 OF SEC 26, TWP 12N, R 7W, SLM, COANT 480 ACS.
06-006-0036	Legal S 1/2 OF S 1/2 OF SEC 26, TWP 12N, R 7W, SLM, CONT 160 ACS.
06-006-0050	Legal N 1/2 AND N 1/2 OF S 1/2, SEC 27, TWP 12N, R 7W, SLM, CONT 480 ACS
06-006-0037	Legal S 1/2 OF S 1/2 OF SEC 27, TWP 12N, R 7W, SLM, CONT 160 ACS.
06-006-0039	Legal S 1/2 OF S 1/2 OF SEC 28, TWP 12N, R 7W, SLM, COANT 160 ACS.
06-006-0025	Legal ALL OF SEC 17, TWP 12N, R 7W, SLM,
06-006-0029	Legal N 1/2 OF N 1/2 OF SEC 20, TWP 12N, R 7W, SLM, CONT 160 ACS.
06-006-0028	Legal S 3/4 OF SEC 20, TWP 12N, R 7W, SLM
06-006-0012	Legal W 1/2 OF SEC 8, TWP 12N, R 7W, SLM, CONT 320 ACS.
06-006-0008	Legal ALL OF SEC 6, TWP 12N, R 7W, SLM,
06-006-0007	Legal ALL OF SEC 05, T 12N, R 07W, SLM.
06-006-0006	Legal ALL OF SEC 4, TWP 12N, R 7W, SLM, CONT 641.04 ACS.
07-006-0049	Legal ALL OF SEC 33, TWP 13N, R 7W, SLM.
07-006-0050	Legal ALL OF SEC 34, TWP 13N, R 7W, SLM. CONT 640 ACRES.
06-006-0003	Legal N 1/2 SEC 3, TWP 12N, R 7W, SLM, --- QUESTION ---
06-006-0002	Legal LOTS 1, 2, 3, 4, S 1/2 OF N 1/2, S 1/2 OF SEC 2, TWP 12N, R 7W, SLM, CONT 640 ACS.
06-006-0001	Legal ALL OF SEC 1, TWP 12N, R 7W, SLM, CONT 635.35 ACS.
06-005-0010	Legal ALL OF SEC 6, TWP 12N, R 6W, SLM CONTG 641.63 ACS
06-005-0011	Legal ALL OF SEC 7, TWP 12N, R 6W, SLM
06-005-0026	Legal LOTS 1, 2, 5, 6, & E/2 OF NW/4 & W2 OF NE/4 OF SEC 18, T 12N, R 6W, SLM. --- QUESTION ---
06-005-0027	Legal LOTS 3, 4, 7 & 8, & NE/4 OF SW/4 & NW/4 OF SE/4 & SE/4 OF SW/4 & SW/4 OF SE/4 OF SEC 18, T 12N, R 6W, SLM. --- QUESTION ---
06-006-0019	Legal EAST 107.5 RDS OF SEC 13, T 12N, R 7W, SLM.
06-006-0020	Legal BEG AT SW CORNER OF SEC 13, T 12N, R 7W, SLM. THENCE EAST 212.5 RDS, NORTH 320 RDS, WEST 212.5 RDS, SOUTH 320 RDS TO BEG.
06-006-0018	Legal ALL OF SEC 12, TWP 12N, R 7W, SLM, CONT 640 ACS.
06-006-0001	Legal ALL OF SEC 1, TWP 12N, R 7W, SLM, CONT 635.35 ACS.
06-006-0017	Legal ALL OF SEC 11, TWP 12N, R 7W, SLM,
06-006-0022	Legal N 1/2 OF SEC 14, TWP 12N, R 7W, SLM CONT 320 ACS.
06-006-0021	Legal S 1/2 OF SEC 14, TWP 12N, R 7W, SLM
06-006-0031	Legal ALL OF SEC 22, TWP 12N, R 7W, SLM, CONT 640 ACS.
06-006-0023	Legal ALL OF SEC 15, TWP 12N, R 7W, SLM,
06-006-0016	Legal BEG AT THE SW COR OF SEC 10. TWP 12N, R 7W, SLM, N 2640 FT, N 18*07' E 2779 FT, E 1776 FT, S 5280 FT, W 2640 FT TO BEG. CONT 293 ACS.
06-006-0014	Legal THE E 1/2 OF SEC 10, TWP 12N, R 7W, SLM,
06-006-0015	Legal BEG AT A PT 2640 FT N OF SW COR OF SEC 10, TWP 12N, R 7W, SLM, N 18* 07' E 2779 FT, W 864 FT M/L TO NW COR OF SEC, S 2640 FT TO BEG. CONT 27 ACS.
06-006-0005	Legal BEG AT THE SE COR OF SEC 3, TWP 12N R 7W, SLM, W 4416 FT, N 18*25' E 2785 FT, E 3761 FT, S 2*50' W 2640 FT, TO POB. CONT 248 ACS.
06-006-0013	Legal ALL OF SEC 9, TWP 12N, R 7W, SLM,
06-006-0024	Legal ALL OF SEC 16, TWP 12N, R 7W, SLM,
06-006-0030	Legal ALL OF SEC 21, TWP 12N, R 7W, SLM,
06-006-0038	Legal N 1/2 OF S 1/2; S 1/2 OF N 1/2; NE/4 OF NE/4; N 1/2 OF NW/4; NW/4 OF NE/4 OF SEC 28, TWP 12N, R 7W, SLM, CONT 480 ACS.
06-006-0011	Legal E 1/2 OF SEC 8, TWP 12N, R 7W, SLM, CONT 320 ACS.
06-005-0025	Legal ALL OF SEC 17, T 12N, R 6W, SLM. EXC: E/2 OF E/2
06-005-0012	Legal SW/4 OF SW/4 OF SEC 8, T 12N, R 6W, SLM.
06-006-0004	Legal BEG AT SW COR OF SEC 3, TWP 12N, R 7W, SLM, E 864 FT, N 18*07' E 2785 FT, W 1519 FT, S 2640 FT TO BEG. CONT 72 ACS.
07-079-0001	
07-082-0001	Legal ALL OF SEC 36 T13N R09W SLM. CONT 640 AC.
07-081-0003	Legal ALL SEC 35 T13N R09W SLM.LESS [07-081-0002] ALL THAT PORTION LYING NORTH AND WEST OF THE CENTERLINE OF AN EXISTING COUNTY ROAD LOCATED IN SECTION 35,TOWNSHIP 13 NORTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN. LESS: COUNTY ROAD
07-080-0017	Legal ALL PORTION OF SEC 26 T13N R09W SLM LYING S & E OF CTR/L EXIST CO RD. CONT 355 AC M/L.
06-008-0004	Legal N/2 OF SEC 02 T12N R09W SLM. CONT 321.32 AC.
06-008-0003	Legal S/2 OF SEC 02 T12N R09W SLM. CONT 320 AC.

06-008-0019	Legal N/2 OF SEC 11 T12N R09W SLM. CONT 320 AC.
06-008-0018	Legal S/2 OF SEC 11 T12N R09W SLM. CONT 320 AC.
06-008-0033	Legal W/2 OF SEC 24, TWP 12N, R 9W, SLM. CONTG 320 ACS.
06-008-0021	Legal ALL OF SEC 13, TWP 12N, R 9W, SLM.
06-008-0034	Legal E/2 OF SEC 24, TWP 12N, R 9W, SLM. CONTG 320 ACS.
06-008-0047	Legal LOT 01, SE/4 OF NE/4, E/2 OF SE/4 OF SEC 03, T 12N, R 09W, SLM. LESS: PART OF E/2 OF E/2 OF SEC 03. BEG AT SE CORNER OF SD SEC 03, WEST IN SOUTH LINE OF SD SEC 725.0 FT M/L TO DRIFT FENCE, N 04°58'50" E FOLLOWING DRIFT FENCE 5320.0 FT M/L TO NORTH LINE OF SEC, NORTH IN EAST LINE OF SD SEC 263.0 FT M/L TO NE CORNER OF SD SEC, SOUTH IN EAST LINE OF SD SEC, 5300.0 FT M/L TO POB.
06-008-0048	Legal PART OF E/2 OF E/2 OF SEC 3, TWP 12N, R 9W, SLM, BEG AT SE COR OF SD SEC 3, W IN S LINE OF SD SEC 3, 725.0 FT M/L TO DRIFT FENCE, N 4° 58' 50E FOLLOWING DRIFT FENCE 5320.0 FT M/L TO N LINE OF SEC, N IN E LINE OF SD SEC 263.0 FT M/L TO NE COR OF SD SEC, S IN E LINE OF SD SEC 5300.0 FT M/L TO POB. CONTG 60.1 ACS M/L. RES CERTAIN R/W.
06-008-0049	Legal PART OF E/2 OF E/2 OF SEC 10, TWP 12N, R 9W, SLM, BEG AT SE COR OF SD SEC 10, W ON S LINE 1185.0 FT M/L TO DRIFT FENCE, N 4°58'50E FOLLOW- ING DRIFT FENCE 5297.0 FT M/L TO N LINE OF SD SEC, E ON N LINE 725.0 FT M/L TO NE COR OF SD SEC, S ON E LINE OF SD SEC 10, 5280.0 FT M/L TO POB. CONTG 115.8 ACS M/L.
06-008-0017	Legal E/2 OF SEC 10, T 12N, R 09W, SLM. LESS: PART OF E/2 OF E/2 OF SEC 10. BEG AT SE CORNER OF SD SEC 10, WEST ON SOUTH LINE 1185.0 FT M/L TO DRIFT FENCE, N 04°58'50" E FOLLOWING DRIFT FENCE 5297.0 FT M/L TO NORTH LINE OF SD SEC, EAST ON NORTH LINE 725.0 FT M/L TO NE CORNER OF SD SEC, SOUTH ON EAST LINE OF SD SEC 5280.0 FT M/L TO POB.
06-008-0016	Legal W/2 OF SEC 10, TWP 12N, R 9W, SLM.
06-008-0051	Legal W/2 OF E/2, W/2 OF SEC 15 T12N R9W SLM. CONT 480 ACRES
06-008-0052	Legal NW/4 OF NE/4, NW/4 OF SEC 22 T12N R9W SLM. CONT 200 ACRES
06-008-0030	Legal ALL OF SEC 21, TWP 12N, R 9W, SLM.
06-008-0029	Legal ALL OF SEC 20 T12N R09W SLM
06-008-0026	Legal W/2 OF SEC 17 T12N R09W SLM.
06-008-0025	Legal E/2 OF SEC 17, T 12N, R 09W, SLM.
06-008-0024	Legal SEC 16 T12N R09W SLM.
06-008-0027	Legal ALL OF SEC 18, T 12N, R 09W, SLM.
06-009-0017	Legal ALL OF SEC 13, T 12N, R 10W, SLM.
06-009-0018	Legal ALL OF SEC 14 T12N R10W SLM
06-009-0062	Legal THE WLY 416 ACRES OF SEC 11 T12N R10W SLM.
06-009-0015	Legal THE ELY 224 ACRES OF SEC 11 T12N R10W SLM.
06-009-0016	Legal ALL OF SEC 12, T 12N, R 10W, SLM.
06-009-0001	Legal ALL OF SEC 1, TWP 12N, R 10W, SLM. LESS: BEG AT A PT 275 FT W OF NE COR OF SEC 1, W 100 FT, S 100 FT, E 100 FT, N 100 FT TO POB. CONT 644.51 ACRES M/L
07-008-0034	Legal ALL OF SEC 31, T 13N, R 09W, SLM.
07-009-0042	Legal E/2 OF SEC 36, T 13N, R 10W, SLM.
07-009-0041	Legal W/2 OF SEC 36 T13N R10W SLM CONT 320 AC
07-009-0040	Legal ALL OF SEC 35, TWP 13N, R 10W, SLM.
07-009-0030	Legal E/2 OF SEC 25, T 13N, R 10W, SLM.
07-008-0039	Legal LOTS 01, 02, 03, 04, & E/2 OF W/2 SEC 30, T 13N, R 09W, SLM.
07-008-0033	Legal ALL OF SEC 30, T 13N, R 09W, SLM. LESS: LOTS 01, 02, 03, 04 & E/2 OF W/2 OF SEC 30, T 13N, R 09W, SLBM.
07-008-0040	Legal W/2 OF W/2 OF SEC 32, T 13N, R 09W SLM.
06-008-0007	Legal ALL OF SEC 05, T 12N, R 09W, SLM.
06-008-0008	Legal N/2 OF SEC 06, T 12N, R 09W, SLM.
06-008-0009	Legal S/2 OF SEC 6 T12N R9W SLM
06-008-0012	Legal NE/4 OF SEC 08, T 12N, R 09W, SLM.
06-008-0014	Legal N/2 OF NW/4 OF SEC 08, T 12N, R 09W, SLM.
06-008-0013	Legal S/2 OF NW/4 OF SEC 08, T 12N, R 09W, SLM.
06-008-0011	Legal S/2 OF SEC 08, T 12N, R 09W, SLM.
06-008-0015	Legal ALL OF SEC 9, TWP 12N, R 9W, SLM.

Exhibit B

Stratos Project Area Plan

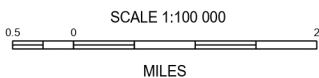
Map and Legal Description of Project Area Military Land



- BUREAU OF LAND MANAGEMENT
- MILITARY RESERVATIONS AND CORPS OF ENGINEERS
- PRIVATE
- STATE TRUST LANDS
- STATE SOVEREIGN LAND



DISCLAIMER
 THIS MAP IS NOT A LEGAL DOCUMENT. BOUNDARIES
 MAY BE GENERALIZED FOR THIS MAP SCALE.



MILITARY & STATE LAND
 BOX ELDER COUNTY
 2026

EXHIBIT B – Legal Description of Project Area Military Land (including State Land)

PARCELS INCLUDED

01-013-0066, 01-005-0241

LEGAL DESCRIPTION

Containing all of Section 35, Township 6 North, Range 11 West and Section 2, Township 5 North, Range 11 West, Salt Lake Base & Meridian, U.S. Survey:

Beginning at a point, said point being the Northwest Corner of Section 35, Township 6 North, Range 11 West or POINT OF BEGINNING and running thence North 1° 05' 37" West, a distance of 5,262.51 feet; thence South 89° 13' 15" West, a distance of 5,274.29 feet; thence North 0° 56' 50" West, a distance of 3.30 feet; thence South 89° 13' 10" West, a distance of 2.19 feet; thence South 1° 04' 25" East, a distance of 3.31 feet; thence South 88° 55' 37" West, a distance of 5,288.19 feet; thence South 1° 02' 30" East, a distance of 5,276.73 feet; thence North 88° 59' 02" East, a distance of 9,250.52 feet and thence North 88° 56' 25" East, a distance of 1,318.85 feet or POINT OF BEGINNING.

Containing 1,278.96 acres more or less.

Exhibit C

Associated Military Land

- Hill Air Force Base, including Falcon Hill Project Area and as amended
- Utah National Guard Installations, as described in the Utah National Guard Project Area Plan, as amended
- Utah Test and Training Range

MILITARY INSTALLATION DEVELOPMENT AUTHORITY

RESOLUTION 2026-07

A RESOLUTION OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”) ADOPTING THE MIDA STRATOS PROJECT AREA DEVELOPMENT STANDARDS AND GUIDELINES THAT WILL CONTROL THE DEVELOPMENT OF PROPERTY WITHIN THE BOX ELDER LOCATION OF THE STRATOS PROJECT AREA

WHEREAS, MIDA has adopted a final Project Area Plan for the Stratos Project Area pursuant to §§63H-1-101 et seq. Utah Code Annotated 1953, as amended (the “MIDA Act”), which will become effective upon the date and time set forth in Resolution 2026-06, by which the MIDA Board adopted the Project Area Plan; and

WHEREAS, the MIDA Act defines the Project Area Plan as “a written plan that, after its effective date, guides and controls the development within a project area”; and

WHEREAS, the Project Area Plan requires the adoption of Development Standards and Guidelines (“Development Standards”) that will assure orderly development within the Stratos Project Area; and

WHEREAS, the Development Standards, as attached hereto, establish the regulatory framework governing administration, review procedures, land use regulations, design standards, signage, roadway design, utility design, energy infrastructure, and phasing and infrastructure coordination for the Box Elder County location of the Stratos Project Area.

NOW, THEREFORE, BE IT RESOLVED by the MIDA Board that the Development Standards and Guidelines for the Box Elder location of the Stratos Project Area, in substantially the final form attached hereto as Exhibit 1 and incorporated herein by reference, are hereby adopted subject to such changes as may be found necessary or appropriate by the Executive Director to make the Development Standards consistent with both the Master Development Agreement and the Interlocal Agreement with Box Elder County for the Stratos Project Area.

BE IT FURTHER RESOLVED THAT the Development Standards shall become effective when the final Stratos Project Area Plan becomes effective.

PASSED and APPROVED this 24th day of April 2026.

Military Installation Development Authority

J. Stuart Adams
Chair

Attest:

Morgan Nebeker
MIDA Records Officer

[MIDA Resolution 2026-07]

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CHAPTER ONE — ADMINISTRATION AND DEFINITIONS

1.01 Purpose and Authority

These Development Standards and Guidelines (“Standards”) are adopted to regulate development in the Stratos Project Area and to ensure that development occurs in a coordinated, safe, and efficient manner on the private land located in Box Elder County (“Private Land”) and not on any military land in or associated with the Stratos Project Area (“Project Area”). These Standards are not applicable for any military land and shall apply to the Private Land only.

These Standards are adopted pursuant to the authority granted to the Military Installation Development Authority (“MIDA”) under applicable Utah law and the governing Project Area Plan.

1.02 Applicability

These Standards govern the review, approval, design, construction, and operation of development within the Project Area.

All development proposals shall comply with these Standards in addition to applicable state and federal regulations.

1.03 Relationship to Other Regulations

Where these Standards conflict with other regulations, the more restrictive provision shall apply unless otherwise determined by the MIDA Executive Director or the Executive Director’s designee (“Executive Director”), MIDA Board, or as required by law.

Nothing in these Standards shall supersede applicable federal or state regulatory requirements including, but not limited to, environmental permitting, energy regulation, or safety regulations.

Where conflicts occur between these Standards and referenced industry codes, the more restrictive provision shall apply unless otherwise approved by the Executive Director.

The Executive Director may require documentation demonstrating compliance with applicable industry standards as part of the development review process.

1.04 Administration

The Executive Director shall administer and enforce these Standards. The Executive Director shall coordinate review of development applications with appropriate technical reviewers, public agencies, and utility providers.

1.05 Development Review Committee

The Development Review Committee (“DRC”) shall review development applications as provided in Chapter Two and shall make recommendations or approvals as specified in these Standards.

1.06 Interpretations

The Executive Director shall have the authority to interpret the provisions of these Standards. Interpretations made by the Executive Director may be appealed to the MIDA Board.

1.07 Procedural Matters

- A. Proposed Amendments. The Executive Director shall have the authority to propose amendments to these Standards for the fair and efficient administration of MIDA business and the protection and support of the Project Area. Amendments proposed by the Executive Director and approved by the MIDA Board shall become a part of these Standards.
- B. Notice of Public Hearings and Public Meetings
 - 1. MIDA shall give reasonable notice of any public hearing mandated by the MIDA Act or these Standards, which notice shall be given in a manner consistent with the requirements of the Utah Code, or such additional notice that may be deemed necessary by the Executive Director.
 - 2. Notice given pursuant to the provisions hereof shall be deemed adequate and proper if not timely challenged pursuant to State law

1.08 Definitions

For purposes of these Standards, the following terms shall have the meanings indicated and include the plural of the terms defined:

Administrative Approval - Written approval granted by the Executive Director or the DRC pursuant to the these Standards. Unless otherwise set forth in these Standards, Administrative Approvals shall expire one hundred eighty (180) days after such approval is given unless acted upon during such one hundred eighty (180) day period. The Executive Director may grant one extension of up to one hundred eighty (180) days on a finding of good cause.

Advanced Manufacturing – The use of technologies to create existing products and the creation of new products. Advanced Manufacturing can include but not be limited to production activities that depend on information, automation, computation, software, sensing, and networking.

Agricultural Uses – The same ranching, farming, and grazing uses allowed by Box Elder County in their agricultural zone.

Applicant – Any person, partnership, corporation, limited liability company, governmental entity, or other legal entity submitting an application for approval of a Master Development Plan (MDP), Subdivision Plat, Site Plan, Infrastructure Construction Plan, or other approval required under these Standards.

Backup Power Generation – On-site power generation equipment including diesel generators, gas-fired generators, fuel cells, or other technologies designed to provide electrical power during grid outages or emergency conditions.

Building Envelope – the designated area on a lot or parcel within which a building or accessory structure must be located. A Building Envelope is exclusive of undevelopable, setback, easement, and buffer areas.

Building Permit – A permit issued by MIDA or a MIDA authorized contractor on behalf of MIDA that allows the permit holder to construct a building or make changes to a building.

Certificate of Occupancy – A certificate issued by MIDA for all structures within the MU Zone, A Zone and ET Zone (except for Energy Generation Facilities and Hyperscale Data Centers) that indicates that the structure has been constructed in accordance with the State Construction Code and State Fire Code. Energy Generation Facilities and Hyperscale Data Centers must meet additional requirements and are issued a Letter of Completion.

Compute Campus – A coordinated development containing Energy Generation Facilities, Data Center Campuses, Substations, utility infrastructure, industrial facilities, and associated infrastructure planned and operated as an integrated campus

Conditional Use - a land use that, because of its unique characteristics or potential impact on the MIDA Project Area, surrounding neighbors, or adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are met that mitigate or eliminate the detrimental impacts of the land use.

Cooling Infrastructure – Infrastructure used to dissipate heat from energy generation facilities, data centers, or industrial operations including Cooling Towers, Cooling Water Systems, heat exchangers, pumps, pipelines, treatment facilities, and associated mechanical and electrical equipment.

Cooling Tower – A structure or mechanical system designed to dissipate heat from circulating water used in industrial processes, energy generation facilities, or data center cooling systems.

Cooling Water System – Infrastructure used to circulate, treat, and discharge water used for thermal management of energy generation facilities, data centers, or other industrial operations including pipelines, Cooling Towers, pumps, treatment facilities, storage tanks, and associated mechanical and electrical equipment.

Construction – any site demolition, erection, substantial repair, alteration or similar action, for or of rights-of-way, structures, utilities or similar improvements.

Critical Infrastructure – Facilities and systems essential to national security, public safety, or regional energy reliability including Energy Generation Facilities, Substations, Switching Yards, transmission systems, and Data Center Campuses.

Critical or Strategic Minerals – Raw materials essential for high tech, defense and energy technologies.

Data Center Campus – A coordinated development consisting of one or more buildings designed to house computer servers, networking equipment, and associated electrical and cooling systems together with substations, Backup Power Generation, security infrastructure, and supporting operational facilities.

Development Agreement – A written agreement between MIDA and a property owner/developer defining the terms, regulations and conditions for a specific construction project.

Development Activity – (a) any Construction or expansion of a building, structure or use that creates additional demand and need for public facilities; (b) any change in use of a building or structure that creates additional demand and need for public facilities; or (c) any change in the use of land that creates additional demand and need for public facilities.

Development Review Committee (“DRC”) – A review body established by MIDA responsible for reviewing development applications for compliance with these Standards and providing recommendations or approvals as specified in these Standards. The DRC is a seven (7) member board consisting of the Executive Director acting as the chair of the DRC and six (6) members recommended by the County and appointed by the MIDA Board.

Electrical Interconnection – The physical connection between an energy generation facility, energy storage facility, or large electrical load and the regional electrical transmission or distribution grid.

Energy Generation Facility – A facility designed to produce electrical energy including but not limited to gas-fired generation, small modular reactors, renewable energy systems, or other power generation technologies. Energy Generation Facility includes Energy Storage Facility.

Energy Storage Facility – A facility designed to store electrical energy including battery energy storage systems, thermal storage systems, compressed air storage, or other technologies used to store and dispatch electrical energy.

Energy and Technology Zone (“ET Zone”) - A designated area or areas within the Project Area, as depicted in the Master Development Plan that is developed for large scale energy, and technology uses in accordance with these Standards.

Executive Director – The Executive Director of MIDA or the Executive Director’s designee responsible for administering these Development Standards.

Generation Capacity – The maximum electrical output that an energy generation facility is (MW).

Grid Interconnection Study – An engineering study performed by a regional transmission operator or utility provider evaluating the technical feasibility and system impacts of connecting an energy generation facility or large electrical load to the electrical grid.

Heavy Haul Route – A roadway designed and constructed to accommodate oversized or extremely heavy equipment such as turbines, generators, transformers, reactor modules, or other large industrial components requiring specialized transportation.

Hyperscale Data Center – A large-scale data center facility designed to support high-density computing infrastructure and significant electrical demand, typically exceeding fifty (50) megawatts of load and requiring dedicated electrical, cooling, and telecommunications infrastructure.

Increment – A defined portion of a development project intended to be constructed as a phase of development and that includes buildings, infrastructure, utilities, circulation systems, and associated improvements.

Infrastructure Construction Plans – Detailed engineering drawings and technical specifications submitted for review and approval prior to construction of major infrastructure systems including roadways, utility systems, substations, transmission facilities, pipelines, cooling infrastructure, and other public or private infrastructure improvements.

Infrastructure Improvements – facilities, improvements, and amenities that will be constructed and installed in connection with a particular development project within the Project Area, including without limitation, roads, water, sewer (including tanks, wells, substations, pump stations, storm water facilities, water treatment plants, and drainage facilities), dry and wet utilities, retaining walls that are not providing structural support for a building and exceed four feet in height (including, but not limited to MSE, rockery, cast in place concrete, etc.), emergency service facilities, parking facilities, and any overhead electrical transmission lines. Retaining walls that are four feet in height or less are considered to be landscape accents and do not require a professional engineer's stamp, review, or approval.

Land Use Regulations – the regulations relating to land use set forth in Chapter 3 of these Standards.

Letter of Completion – A letter issued by MIDA that indicates that an Energy Generation Facility or Hyperscale Data Center has been constructed in accordance with the requirements of these standards and has received any additional permits required by state or federal law that are necessary to begin operation.

Master Development Plan (MDP) – A graphic and narrative planning document approved by the MIDA Board establishing the overall development framework for all or a portion of the Project Area including land use organization, infrastructure corridors, circulation networks, and development phasing. The MDP can be approved in multiple series to cover different areas of the Project Area.

MIDA Act – Title 63H Chapter 1 of the Utah Code Annotated, as amended, establishing the Military Installation Development Authority and defining its powers and responsibilities.

MIDA Board – The governing body of MIDA established pursuant to the MIDA Act.

MIDA Engineer- the engineer or engineers employed or contracted by MIDA to perform engineering review and services to MIDA.

Military Installation Development Authority (MIDA) – A political subdivision of the State of Utah established to facilitate development and economic activity associated with military installations and uses and strategic infrastructure projects.

Municipal Services – Typical services provided by a Utah municipality, county, special district, or special service district, including but not limited to water, sewer roads, utilities (including Energy Generation Facilities) and stormwater. MIDA, or a MIDA subsidiary, may provide such services directly (except law enforcement and fire and emergency services) by contracting with a provider or by the funding of all or a portion of infrastructure that provides such services.

Mixed Use Zone (“MU Zone”)– A designated area or areas of property within a Master Development Plan that is primarily used for both residential and light commercial uses.

National Fire Protection Association (NFPA) - standards governing fire protection systems, fuel systems, electrical safety, and emergency response requirements applicable to industrial facilities, data centers, and energy infrastructure.

Private Land – The land located in Box Elder County that is privately owned and is shown in Exhibit A of the Project Area Plan.

Project Area – As used in these Standards, “Project Area” refers only to the Private Land located in Box Elder County, Utah.

Project Area Plan – The written plan adopted by the MIDA Board pursuant to the MIDA Act that established the Stratos Project Area.

Public Facilities – Infrastructure, improvements, and amenities constructed, installed, operated, or maintained to support development within the Project Area including roads, water systems, sewer systems, drainage systems, public or private utilities, emergency services facilities, parks, and other public infrastructure.

Reviewers – Staff members, consultants, or public agencies designated by the Executive Director to review development applications for technical compliance with these Development Standards.

Security Perimeter – A controlled boundary surrounding Critical Infrastructure facilities that may include fencing, access control systems, surveillance equipment, security checkpoints, and restricted access zones.

Site Plan – A detailed development plan for a specific portion of land showing building locations, infrastructure systems, circulation patterns, utilities, landscaping, and other development features required for approval under these Development Standards.

Staff – Employees of the Military Installation Development Authority and any professional consultants retained by MIDA to perform technical review of development applications.

Standards– These Development Standards and Guidelines adopted by the Military Installation Development Authority governing planning, review, design, construction, and operation of development within the Private Land area of the Project Area.

Substation – An electrical facility used to transform voltage levels, control electrical power flows, or interconnect electrical transmission and distribution systems.

Subdivision Plat - means any land that is divided, resubdivided, or proposed to be divided into two or more lots or other division of land for the purpose, whether immediate or future, for offer, sale, lease, or development either on the installment plan or upon any and all other plans, terms, and conditions.

Switching Yard – An electrical facility containing switching equipment used to route electrical power between generation facilities, substations, transmission lines, or distribution systems.

Transmission Corridor – A designated corridor containing high-voltage electrical Transmission Infrastructure and associated easements used for the transmission of electrical energy.

Transmission Infrastructure – Electrical facilities used to transmit high-voltage electricity across long distances including transmission lines, towers, substations, switching yards, and associated equipment.

Utah Construction Code – the State Construction Code as set forth in Title 15A, Utah Code Annotated.

Utah Fire Code – The State Fire Code as set forth in Title 15A, Chapter 5, Utah Code Annotated.

Utility Corridor – A designated easement or right-of-way reserved for the installation and maintenance of infrastructure systems including electrical lines, pipelines, water systems, telecommunications lines, cooling Water Systems, and other

Utility Provider – A private entity, governmental entity, or quasi-governmental entity that provides electric power to the project area, natural gas to the project area, or a utility created and operated by MIDA or a MIDA subsidiary.

CHAPTER TWO - REVIEW PROCESS

2.01 Master Development Plan (“MDP”)

A. MDP Requirement

An MDP approval is required before any Site Plan Approval, and before Construction may occur on property within the Project Area. Separate MDP applications may be submitted for separate properties with separate uses, or several properties and uses may be included in one MDP. MDP’s may also be approved or developed in phases. Any MDP applications that includes properties with separate ownership must provide the written consent of each owner to be included in the MDP.

The Applicant shall submit a Master Development Plan (MDP) application and fee, as established by MIDA, to the Executive Director.

The MDP is intended to establish the overall development framework for ET Zones, MU Zones, and A Zones. The MDP shall illustrate the overall conceptual development of the project area, including the general location and arrangement of major infrastructure systems associated in each Zone within the MDP, including but not limited to the following:

1. Proposed ET Zones, including but not limited to:
 - a. Energy Generation Facilities
 - b. Data Center Campuses
 - c. Electrical substations and switching yards
 - d. Energy storage facilities
 - e. Utility interconnection infrastructure
 - f. Cooling water, thermal management, and supporting infrastructure systems
 - g. Manufacturing or Advanced Manufacturing facilities
 2. Roadways and stormwater collection systems
 3. Proposed Mixed Use Zones
 - a. Residential areas
 - b. Commercial areas
 4. Proposed Agricultural Uses
- B. MDP Submittal Requirements.

The Applicant shall submit digital copies, in PDF or DWG format, of the MDP drawn accurately at a standard engineering scale sufficient to clearly illustrate the proposed development. The MDP package shall be uploaded to the designated plan review platform.

1. Existing Conditions Data:
 - a. Existing topography shall be shown on the same map as the proposed MDP. The portrayal of the topographic data shall be in accordance with the current National Mapping Standards and the American Society of Photogrammetry and Remote Sensing (ASPRS) standards.
 - b. All planimetric features shall be indicated on the MDP. These features include but are not limited to water wells, streams, canals, irrigation laterals, private ditches, washes, ponds, or other water features; direction of flow; location and

extent of known areas subject to inundation and all existing utility main lines (size and owner).

- c. Location and widths of all planned and existing streets, railroads, utilities, any and all easements, public areas, permanent structures to remain including water wells, taxing entity boundaries within or adjacent to the MDP area, and any other encumbrances or items of record.
 - d. By note, the acreage of the MDP.
 - e. Boundaries of the MDP with an exhibit title that includes the name of the development, phase names and/or numbers and the location of the development by number of section, township, range and county.
 - f. Any excepted parcels within the MDP boundaries shall show all bearings and distances, determined by a field survey as per national standards. All dimensions shall be expressed in feet, bearings, and degrees.
 - g. By note, names and addresses of adjoining property owners and municipalities within 300 feet of the exterior MDP boundary.
 - h. Scale, north arrow and date of the MDP submittal.
 - i. Slope data shown in 2' intervals (indicate slopes 30% and above).
2. Proposed Conditions Data (as determined applicable by the MIDA Engineer):
- a. Street and transit, if any, layout.
 - b. Pedestrian ways (including connections to adjacent properties), trails, and bicycle ways, on & off site.
 - c. Connections to adjoining properties.
 - d. Zone or Zones.
 - e. Designation of all land for proposed for dedication or reserved for public use or Public Facilities with the land use indicated.
 - f. Utility locations.
 - g. Approximate square feet of proposed building(s).
 - h. Parking schematic.
 - i. General building massing and footprints, and conceptual architectural design.
 - j. Breakdown of units and ERU's and product types (MU and A Zones only).
 - k. Open space, landscaping, and plazas.

1. Impact Studies: Impact Studies, to be paid for by the Applicant, may be required by the Executive Director or the MIDA Board where reasonable because the proposed size and scope of a Development Activity materially departs from the purpose and intent of the Project Area or where the subject property is characterized by specific conditions that reasonably implicate the need for such studies. The studies may include, but are not limited to, transportation, transit, traffic, culinary water, geology, soils, environmental, sanitary sewer, drainage, economic and fiscal studies. If previous studies Board, the Applicant must provide evidence indicating compliance with such adopted recommendations or provide evidence as to why such recommendations need not be complied with in connection with a specific Development Activity. The Executive Director may require an updated impact study if the size and scope of a proposed Development Activity is materially enlarged or if additional adverse property conditions are discovered following completion of the prior impact study.
 - m. feasibility letters from governmental entities providing services, such as water, sewer and fire protection.
 - n. Name, address, and official seal of the registered professional engineer or registered land surveyor preparing the survey
3. Additional Proposed Conditions Data requirements for ET Zone.
- a. Proposed location of land uses, including designation of areas intended for:
 - i. Energy Generation Facilities
 - ii. Hyperscale Data Center facilities
 - iii. Electrical substations or switching yards
 - iv. Utility corridors
 - v. Industrial or technology uses, including Advanced Manufacturing
 - vi. Supporting commercial or operational facilities
 - vii. Electrical transmission and distribution systems
 - viii. Gas pipelines or fuel supply infrastructure
 - ix. Fiber and telecommunications systems
 - x. Water supply infrastructure

- xi. Wastewater and stormwater infrastructure
- b. Energy Generation Facility locations, including locations of:
 - i. Turbines or generation units
 - ii. Reactor buildings (if applicable)
 - iii. Data center buildings
 - iv. Cooling Towers or cooling infrastructure
 - v. Energy storage systems
 - vi. Substations and switching equipment
- c. Approximate square footage or campus development capacity for major facilities.
- d. Proposed Parking, service yards, and equipment staging areas.
- e. Security perimeters or controlled access zones, where applicable.
- f. Conceptual infrastructure corridors for utility interconnection and transmission.
- g. General development phasing plan for the project area.
- h. Proposed Lighting Zone(s) for the area being developed

C. Completeness

Upon receipt of the MDP Application with all required data as provided herein, the Executive Director, or designee, shall determine the application as complete within five (5) Working Days of receipt. The Applicant shall be notified within the plan review platform the same day the application is determined to be complete.

D. Reviewer Action

1. The Executive Director, or designee, shall transmit the MDP to Reviewers and such other entities that have jurisdiction or interest in the proposed project for their review and recommendations. Reviewers have fifteen (15) Working Days to review the MDP Application and submit the Reviewers' report of findings to the Executive Director. All subsequent reviews shall be completed within five (5) Working Days.
2. During this initial review period a written and dated letter from the Executive Director, or designee, may be submitted to the Applicant requesting more information, data, illustrations or clarifications solely based on the requirements of Section 2.01.B. If additional information is requested and warranted by these Standards, the Executive Director may suspend the initial fifteen (15) working day review period until receipt of

- the additional information. If the Applicant does not comply with the request for additional information within six (6) months, the MDP Application shall become null and void.
- a. If the Applicant believes that the request is unreasonable, the Applicant may submit a written appeal to the Executive Director requesting a determination regarding the reasonableness of the request.
 - b. The Executive Director shall issue a written determination within five (5) Working Days of receipt of the appeal. The Executive Director's determination is final unless appealed to the MIDA Board within ten (10) Working Days of the determination.
 - c. The MIDA Board shall make a final determination within forty (40) Working Days of receiving the appeal.
3. If a Reviewers report is not submitted within the review periods set forth in subsection 1 above (including any suspension of such period), the application will advance to DRC Action.

E. DRC Action

1. The MDP Application and Reviewers report shall be given to the DRC for review and consideration.
 - a. The MDP Application shall be placed on the next DRC agenda.
 - b. The DRC shall make its recommendation during the initial meeting to consider the Application or within fifteen (15) Working Days after the DRC meeting, during which the Application was considered.
2. During this review a written and dated letter from the DRC may be submitted to the Applicant requesting more information, data, illustrations or clarifications solely based on the requirements of these Standards. The Executive Director shall determine within 5 working days if such request is warranted by these Standards. If the request is warranted and the Applicant does not comply with the request within six (6) months, the MDP Application shall become null and void. Until such additional information is received by the DRC, the fifteen (15) Working Days period set forth in subsection 1(b) above shall be suspended.

- a. If the Applicant believes that the request is unreasonable, it shall make a written appeal to the MIDA Board for a determination as to the reasonableness of the request.
 - b. The MIDA Board shall make a final determination within forty (40) Working Days of receiving the appeal.
3. The DRC shall provide a recommendation of approval, approval with conditions, or denial of the MDP Application. The recommendation shall be stated in writing, a copy of which shall be attached to one copy of the MDP Application and returned to the Applicant. Upon receipt of the recommendation by the DRC, the MDP Application, together with a complete copy of the DRC's and Reviewer's findings and report, shall be transmitted to the MIDA Board. The recommendation shall specify:
 - a. The policies and standards used in evaluating the Application;
 - b. The recommendations for approval, conditional approval or denial; together with findings justifying the recommendations.
4. Any conditions or denial shall be based on requirements of the Standards with references to the section(s) in question.
5. The DRC recommendation will be placed on the next MIDA Board agenda. Alternatively, an MDP that has been submitted and approved by the MIDA Engineer and the Executive Director may be adopted, without DRC review, as an attachment to a Development Agreement for the subject property that is approved and adopted by the MIDA Board at a public meeting.

F. MIDA Board Action

1. Following recommendation by the DRC, the MDP shall be transmitted to the MIDA Board for review. The MIDA Board shall consider the MDP and any recommendations by the DRC and Reviewers.
2. The MIDA Board shall hold a public meeting.
3. If the MDP conforms to the requirements of these Standards and is in accordance with the Project Area Plan including fulfilling the purposes and intent described therein, the MIDA Board may approve or approve with conditions.

4. If the MDP does not conform to the requirements of these Standards or is not in accordance with the Project Area Plan and its purpose and intent, the MIDA Board may request revisions and resubmittal of the MDP or deny the MDP.
5. If denied, the Applicant shall submit a new MDP application with the associated fee as established by MIDA.

G. MDP Approval

After the MDP has been approved by the MIDA Board, the Applicant may proceed to the Site Plan and/or Subdivision Plat process.

H. Vested Right

MDP approval vests in the Applicant the right to submit an application that is consistent with the MDP approval and these Standards for future Site Plan and/or Subdivision approval.

1. Proof of the Applicant's ownership of all necessary water rights is not a requirement of MDP Application approval. Therefore, MDP Application approval does not guarantee that water will be available at the time the Applicant seeks Site Plan approvals.
2. A vested right does not create a contract and does not create any third-party beneficiaries.

I. Amendment of Approved MDP

An Application to amend an approved MDP shall be submitted to the Executive Director in accordance with the provisions of Section _____ and shall follow the process described in this Section _____; provided, however, that the Executive Director may waive any MDP submittal requirement set forth in Section _____ if such requirement is not relevant to the proposed amendment. The Applicant shall also submit such fee as may be established by MIDA.

J. Expiration of MDP Approval

An approved MDP shall expire if an application for a Site Plan and/or Subdivision Plat has not been submitted within three (3) years from the date of MDP approval by the MIDA Board.

The Applicant may submit a written request to the Executive Director for an extension of the MDP approval prior to the expiration date. The Executive Director may grant an extension of up to one (1) additional year upon a determination that the project remains consistent with the Project Area Plan and these Standards.

If the MDP approval expires, a new MDP application shall be required in accordance with the provisions of this Section 2.01.

2.02 Subdivision Plat

A. Subdivision Plat Application

Approval and recording of a Final Subdivision Plat is required before any Construction may occur on any property within the Project Area, except for the following:

1. Environmental Investigation and mitigation activities
2. Wetland mitigation
3. Creation or maintenance of firebreaks
4. Installation and maintenance of approved Storm Water Pollution Prevention Plans (SWPPP) using Best Management Practices
5. Rough grading for temporary access roads or pilot roads as approved by the Executive Director
6. Environmental remediation or Voluntary Cleanup Program (VCP) activities

Provided, however, that MIDA shall be notified in writing prior to the commencement of any VCP activity.

Additional exceptions may be granted by the Executive Director, or designee, upon recommendation of the MIDA Engineer.

At the time an Application to subdivide property is submitted, the Applicant shall submit a Subdivision Plat Application and applicable fee(s), as established by MIDA.

All Subdivision Plats shall be consistent with an approved MDP.

1. Concurrent Applications

An Applicant may submit a Subdivision Plat Application concurrently with a Site Plan Application for all or a portion of the property proposed to be subdivided, but a subdivision plat may not be submitted concurrently with an MDP Application.

2. Infrastructure and Utility Coordination

Where applicable, Subdivision Plats shall demonstrate that adequate infrastructure and utility service will be available to serve the proposed parcels or development areas.

This may include, but is not limited to:

- a. Water service
- b. Wastewater service
- c. Stormwater systems
- d. Electrical infrastructure
- e. Telecommunications infrastructure
- f. Access and transportation infrastructure

Where utility providers require the dedication of easements, infrastructure corridors, or other service agreements, such requirements shall be satisfied prior to Final Subdivision Plat approval.

3. Subdivision Plat Review Process

The Subdivision Plat Application and approval process may consist of the following:

- a. Conceptual Subdivision Plat (optional), followed by
- b. Final Subdivision Plat

B. Conceptual Subdivision Plat Requirements

The intent of the Conceptual Subdivision Plat is to allow the DRC the opportunity to receive a broad-brush presentation on the proposed Subdivision without necessitating the provision of the detailed information required for a Final Subdivision Plat. Applicants may submit a Conceptual Subdivision Plat to the DRC for review and recommendation in accordance with this Section _____, or an Applicant may submit a Final Subdivision Plat to the DRC for review and recommendation without submitting a Conceptual Subdivision Application. Conceptual Subdivision Plats shall comply and be consistent with an approved MDP. Plats shall be consistent with an approved MDP.

The Conceptual Subdivision Plat application shall be submitted in PDF format utilizing MIDA's designated permitting and plan review platform.

1. The Conceptual Subdivision Plat submittal shall include the following:
 - a. Subdivision Plat Application

b. Conceptual Subdivision Plat and documentation as follows:

- i. Vicinity map;
- ii. Location map;
- iii. Existing and proposed contour information per national mapping standards at a minimum of ten (10) foot contour intervals;
- iv. Dimension, acreage and square footage of each lot;
- v. Boundary information for the Subdivision;
- vi. Proposed lot lines (if any);
- vii. Existing easements (if any);
- viii. Show known existing site constraints including but not limited to faults, debris flows, wetlands, and any other features that may influence or impact proposed development;
- ix. Proposed phases of development (if more than one phase);
- x. Existing buildings (if any);
- xi. Show existing and proposed roads and any other pertinent existing features of the site that would impact development (if any);
- xii. Street monuments;
- xiii. Slope map showing areas of thirty percent (30%) or greater slopes;
- xiv. If a conceptual utility plan was previously approved in connection with an MDP or development agreement executed in connection with an MDP, a copy of the approved conceptual utility plan and a written statement that the required utilities are consistent with such conceptual utility plan, or if a conceptual utility plan was not previously approved, a conceptual utility plan for the proposed subdivided area.

2. Additional requirement for ET Zone Conceptual Site Plans

Conceptual utility corridors including electrical transmission corridors, gas pipeline corridors, fiber and telecommunications corridors, and cooling water supply or discharge infrastructure.

- a. Conceptual locations for electrical substations, switching yards, and interconnection points to the regional transmission grid.
- b. Identification of security perimeters or controlled access areas associated with energy infrastructure facilities, where applicable.

- c. Conceptual safety setbacks or buffer zones associated with energy generation equipment, fuel infrastructure, or transmission facilities.
- d. Subdivision plats associated with energy generation facilities, data center campuses, or other large infrastructure projects may include parcels designated for generation facilities, data centers, substations and switching yards, cooling infrastructure, fuel supply infrastructure, and major utility corridors. Such parcels may be configured to accommodate phased development and future infrastructure expansion.

C. Completeness

Upon receipt of the Subdivision Plat Application with all required data as provided herein, the Executive Director shall determine the application as complete within five (5) Working Days of receipt. The Applicant shall be notified within the plan review platform the same day the application is determined to be complete.

D. Reviewer Action

1. The Executive Director shall transmit the Subdivision Plat Application to Reviewers and such other entities that have jurisdiction or interest in the proposed project for their review and recommendations. Reviewers have fifteen (15) Working Days to review the Subdivision Plat Application and submit the Reviewers report of findings to the Executive Director. All subsequent reviews shall be completed within ten (10) Working Days.
2. During this initial review period a written request from the Executive Director, or designee, may be submitted to the Applicant requesting additional information, data, illustrations, or clarifications based on the requirements of Section 2.02. If additional information is requested and warranted by these Standards, the Executive Director may suspend the initial fifteen (15) Working Day review period until receipt of the additional information. If the Applicant does not comply with the request for additional information within six (6) months, the Subdivision Plat Application shall become null and void.
 - a. If the Applicant believes that the request is unreasonable, the Applicant may submit a written appeal to the Executive Director requesting a determination regarding the reasonableness of the request.
 - b. The Executive Director shall issue a written determination within ten (10) Working Days of receipt of the appeal. The Executive Director's determination is final unless appealed to the MIDA Board within ten (10) Working Days of the determination.

- c. The MIDA Board shall make a final determination within forty (40) Working Days of receiving the appeal.
3. If a Reviewer's report is not submitted within the review periods set forth in subsection 1 above (including any suspension of such period), the application will advance to DRC Action.

E. DRC Action

1. The Conceptual Subdivision Plat and staff report shall be provided to the Development Review Committee (DRC) for review and consideration after the application has been determined complete and reviewed by the Reviewers.
2. After review, the Conceptual Subdivision Plat shall be placed on the DRC agenda and the DRC shall hold a public meeting.
3. At the public meeting, the DRC shall provide recommendation regarding the Conceptual Subdivision Plat.
4. If the Conceptual Subdivision Plat conforms to the requirements of these Standards and is consistent with the approved MDP, the DRC may approve or approve with conditions. If the Conceptual Subdivision Plat does not conform to the requirements of these Standards or the approved MDP, the DRC may request revisions and resubmittal or deny the Subdivision Plat.

F. Final Subdivision Plat Requirements

Following the DRC review of the Conceptual Subdivision Plat (if applicable), or if solely pursuing a Final Subdivision Plat, the Applicant shall submit one, to scale, digital copy of the Final Subdivision Plat in PDF format drawn accurately at a standard engineering scale of one hundred (100) feet to an inch, or larger. The Final Subdivision Plat shall be prepared by a registered professional land surveyor and shall comply with applicable state recording requirements. The application shall be submitted utilizing MIDA's designated permitting and plan review platform.

1. The Final Subdivision Plat submittal shall include the following:
 - a. Subdivision plans and documentation as follows:
 - i. Vicinity map;
 - ii. Location map;
 - iii. Existing and proposed contour information per national mapping standards at 2 ft. contour intervals;

- iv. Dimension, acreage and square footage of each lot (if any);
- v. Dimension and survey boundary information for the Subdivision;
- vi. Proposed phases of development, numbered with a timetable for development (if more than one phase);
- vii. Existing & proposed lot lines with a legal description of each lot (if any);
- viii. Existing & proposed easements (if any – specifically including all public utility easements);
- ix. Verification of easement location and existing capacity of easements for utilities (if any);
- x. Existing buildings (if any);
- xi. Show existing and proposed roads, road grades/profiles, channels, canals, ditches, springs, wells, Wetlands, culverts, and ponds, storm drains, manholes, inlet boxes, combination boxes, and cleanouts, sanitary sewer system, culinary water system, subsurface drains, gas lines, power lines, and communication lines (only as applicable and if any);
- xii. Proposed dedication of Infrastructure Improvement areas, Right of Ways, and Public Facilities (if any);
- xiii. Slope Map: areas of 30% or greater slopes, 25-30%, 20-25%, and 10-20%;
- xiv. Soils Report;
- xv. Flood Plain Map: the existing FEMA 100-year flood plain zone;
- xvi. Drainage study;
- xvii. Indicate on the plans the location of the proposed project connection to the existing water and sanitary systems.
- xviii. “Will serve” and/or Feasibility Letters from governmental entities providing services, such as, water, sewer and fire protection, and applicable public utilities.
- xix. Addresses or parcel identification noted on the plat for each lot as assigned by the appropriate entity, as applicable
- xx. Signature block including appropriate entities.

- b. Utility Plan Requirements: All proposed utilities must meet the requirements of the utility provider. All utility lines, except for electrical transmission lines, shall be buried within the Project Area Project Area.
 - i. Existing and proposed horizontal site design layout.
 - ii. Utility Plan elements shall be drawn to scale.
 - iii. Locate all existing and proposed utilities (if any). These include, but are not limited to, sanitary sewer, culinary water, water meters, service laterals, secondary water, fire hydrants, storm drains, subsurface drains, gas lines, powerlines, communication lines, cable television lines, streetlights, etc.
 - iv. Illustrate relationship of utilities to each other with dimensions.
 - v. Descriptive Data Required:
 - 1. Name, right-of-way easement lines, courses, lengths, width of all streets, alleys, transit, pedestrian ways and utility easements; radii, points of tangency and central angles of all curvilinear streets and alleys, and radii of all rounded street line intersections.
 - 2. (ii) All drainage ways, utilities, storm drain ponds, and facilities to be dedicated to service entities or to remain private shall be shown on the plan.
 - 3. All existing and proposed easement usages shall be properly labeled.
 - vi. A current title report (dated within 30 days);
 - vii. Property owner affidavit;
 - viii. ALTA (or Land) Survey prepared by a registered engineer or land surveyor;
 - ix. Grading plan showing the limits of disturbance.

G. Completeness

Upon receipt of the Final Subdivision Plat Application with all required data as provided herein, the Executive Director shall determine the application as complete within five (5) Working Days of receipt. The Applicant shall be notified within the plan review platform the same day the application is determined to be complete.

H. Reviewer Action

The Executive Director, or designee, shall transmit the Final Subdivision Plat Application to Reviewers and such other entities that have jurisdiction or interest in the proposed project for their review and recommendations. Reviewers shall have fifteen (15) Working Days to review the Final Subdivision Plat Application and submit their comments, findings, or required revisions to the Applicant through to MIDA's designated permitting and plan review platform. All subsequent reviews shall be completed within ten (10) Working Days of new submissions by the Applicant.

I. DRC Approval

After the application has been determined complete and reviewed by the Reviewers, the Final Subdivision Plat shall be placed on the agenda of the DRC for consideration at a public meeting. If the Final Subdivision Plat conforms to the requirements of these Standards and is consistent with the approved MDP and any approved Conceptual Subdivision Plat, the DRC may approve or approve with conditions. If the Final Subdivision Plat does not conform to these Standards or the approved MDP, the DRC may request revisions and resubmittal or deny the Final Subdivision Plat.

J. Expiration of Final Subdivision Plat Approval.

An approved, unrecorded Final Subdivision Plat shall remain valid for two (2) years. Two 12-month extensions may be granted by the Executive Director if, upon written request by the Applicant or its designee, the Executive Director finds that the extension will not adversely affect the public health, safety or welfare of the MIDA Project Area.

K. Amendment of Approved Final Subdivision Plat.

1. Amendment of an approved Final Subdivision Plat shall follow the submittal requirements of Sections _____ of this Chapter. An Application, including a copy of the proposed amended Plat, shall be submitted to MIDA.
2. Notwithstanding the foregoing requirements of section _____, the

following amendments shall only require Administrative Approval and shall not be subject to the additional review and approval requirements of Section _____, but shall be subject to engineering, planning, and legal review appropriate for the proposed amendment, as determined by the MIDA staff:

- a. Plat amendments that involve only combining two or more lots or adjusting the property line between two or more lots, all of which are owned by the same owner or

- have the written consent of each owner, and none of which have been dedicated for public use, common use, or a similar designation.
- b. The adjustment of building envelopes.
 - c. The adjustment or vacation of easements which were not created by the plat, but which are shown on the plat for informational purposes.
 - d. Correction of technical, typographical, or other minor errors in a plat.
 - e. Any parcel of land that is being subdivided solely for the purpose of conveying all or a portion of the land to MIDA or a MIDA subsidiary.
 - f. The administrative plat amendments described in Section _____ (a) and (b) above shall be made by the recordation of an amended plat approved by MIDA. The addition, adjustment or vacation of easements as set forth in Section _____ (c) above may be by use of a recorded plat or a recorded document containing a metes and bounds description, which has been administratively approved by MIDA.

L. Boundary Line Agreements.

Boundary line agreements or adjustments may be made in accordance with Title 57, Utah Code Annotated

M. Final Subdivision Plat Recorded Prior to Issuance of Building Permits.

Recording of Plat: Following approval of a Final Subdivision Plat Application, filing of a Completion Assurance as required by Chapter _____ of these Standards (if required) and signing of the Final Subdivision Plat by the MIDA, utility providers, service providers, etc., the Final Subdivision Plat shall be presented to the appropriate county recorder for recordation. Lots shall not be transferred, sold or offered for sale, and a building permit shall not be issued for any structure on a lot, until a Subdivision has been recorded.

2.03 2.03 Site Plan

Site Plan Application: Except as expressly provided in these Standards, a Site Plan approval, along with MDP approval and the recording of a Subdivision Plat, is required before any Construction may occur on any property within the Project Area. Single family detached Dwellings shall not be subject to Site Plan approval and shall be subject to building permit review only. The Applicant

shall submit a Site Plan Application and fee, as established by MIDA, to the Executive Director. An Applicant may submit a Subdivision Plat Application at the same time it submits a Site Plan Application for all or a portion of the area to be subdivided.

A. Site Plan Application

The Applicant shall submit a Site Plan Application and applicable fee, as established by MIDA, to the Executive Director. The Site Plan Application, supporting documentation, and all required plans shall be submitted utilizing MIDA's designated permitting and plan review platform.

All submitted materials shall be organized digitally in a clear and logical format and shall include all information required by this Section 2.03.

B. Site Plan Submittal Requirements

The Site Plan and all associated technical plans shall be prepared at a standard engineering scale sufficient to clearly illustrate the proposed development. Whenever practical, drawings shall be prepared at a scale not exceeding one hundred (100) feet to one (1) inch.

All required plans, reports, and supporting documentation shall be in PDF format and uploaded through the designated plan review platform.

1. Existing Conditions Data

- a. Existing topography and site conditions shall be shown on the same map as the proposed Site Plan layout.
- b. Existing topography shall be portrayed in accordance with current National Mapping Standards and the American Society of Photogrammetry and Remote Sensing (ASPRS) standards.
- c. Location, width, and names of all planned and existing streets, railroads, utility rights-of-way of public record, public areas, permanent structures to remain including water wells, taxing entity boundaries, municipal corporation lines, and all other existing features within or adjacent to the Site Plan area.
- d. note, the acreage of the Site Plan area.
- e. Boundaries of the Site Plan area with dimensions consistent with a minimum standard ALTA/ACSM Land Title Survey.

- f. By note, names and addresses of adjoining property owners, leaseholders, and buildings within three hundred (300) feet of the exterior site boundary.
 - g. Vicinity map clearly identifying the subject property and major surrounding streets.
2. Identification Data Required
- a. Title including the name of the development, increment or phase name and/or number, and location by section, township, range, and county.
 - b. Name, address, and official seal of the registered professional engineer preparing the Site Plan.
 - c. Scale, north arrow, and date of preparation.
 - d. Legend identifying all symbols, line types, hatching, and abbreviations used on the plan.
3. Proposed Conditions Data
- a. Street layout including right-of-way widths, utility easements, street cross-sections, proposed street names or numbers, alleys, pedestrian ways, and connections to adjoining properties.
 - b. Dimensions of all Site Plan areas and parcels; phases shall be individually numbered where development is phased.
 - c. Location, width, and use of easements.
 - d. Identification of all land to be dedicated or reserved for public use.
4. Descriptive Data Required
- a. Right-of-way lines, courses, lengths, widths of streets, alleys, transit corridors, pedestrian ways, and utility easements.
 - b. Radii, points of tangency, and central angles for curvilinear streets or intersections.
 - c. Drainage ways or stormwater facilities to be dedicated or to remain private.
 - d. Existing and proposed easement uses properly labeled.
 - e. All increments or development phases clearly numbered.
 - f. “Call Before You Dig” symbol and contact information.
5. Proposed Utility Methods
- a. Sewage Disposal – Applicant shall provide evidence demonstrating the design and operation of sanitary sewer facilities proposed for the Site Plan.

- b. Water Supply – Applicant shall provide documentation demonstrating the design, capacity, operation, and quality of the proposed water system.
- c. Stormwater Disposal – Applicant shall provide documentation demonstrating the design and operation of stormwater facilities. A Storm Water Pollution Prevention Plan (SWPPP) shall be required. A Notice of Intent (NOI) in compliance with the Utah Division of Water Quality shall be required prior to land disturbance.
- d. Irrigation System – It shall be the responsibility of the Applicant to furnish MIDA with such evidence as may be required relative to the design and operation of any irrigation system that is proposed as part of the Site Plan area.

6. Impact Studies

Impact studies may be required based on the size or nature of the proposed development. Studies may include, but are not limited to:

- a. Transportation or traffic studies
- b. Transit analysis
- c. Geotechnical and soils reports
- d. Water system analysis
- e. Sanitary sewer capacity analysis
- f. Drainage studies
- g. Economic impact studies

All impact studies shall be prepared and certified by a licensed professional competent in the relevant field.

7. Survey Data Required

- a. Boundary survey prepared in accordance with the standard of practice for boundary surveys in the State of Utah.
- b. All drawings shall be based upon UTM Zone 12 North.
- c. Proposed survey monument locations.
- d. Tie site to public survey monuments where available.

8. Roadway Dedication Plan, if applicable.

This plan provides an instrument for right-of-way easement conveyance.

The Plan shall include:

- a. Identification Data.
- b. Descriptive Data. The numbering of Increments does not apply.
- c. Survey Data.
- d. Legal description of the area to be dedicated.
- e. Any and all easements and encumbrances of record.

All dedication of infrastructure and Public Facilities to public entities, including MIDA, shall be subject to acceptance of the dedication by the public entity.

9. Utility Plan Requirements

- a. Existing and proposed horizontal site design layout.
- b. Identification Data. (See 2.02.B.2 and replace "Site Plan" with "Utility Plan").
- c. Utility Plan elements shall be drawn to scale, having no more than sixty (60) feet to an inch.
- d. All existing and proposed utilities. These include, but are not limited to, sanitary sewer, culinary water, water meters, service laterals, secondary water, fire hydrants, storm drains, subsurface drains, gas lines, power lines, communication lines, cable television lines, street lights, etc.
- e. Relationship of utilities to each other with dimensions.

10. Grading and Drainage Plan Requirements

- a. Identification Data. (See 2.02.B.2 and replace "Site Plan" with "Grading and Drainage Plan")
- b. Existing and proposed contour information per national mapping standards.
- c. Existing and proposed storm drain facilities.
- d. Existing and proposed detention facilities and details.
- e. Hydrologic and hydraulic calculations shall be provided for the drainage collection system, detention facilities, and outlet works.
- f. Roadway and parking lot percentage of grade with directional arrows of surface flow.
- g. Percentage of grade around curb returns at intersections with directional arrows of surface flow.

- h. Retaining walls complete with spot elevations, type of wall, and cross section details. Must be signed by a licensed structural engineer if greater than four feet in height.
 - i. Areas of 30% or greater slopes.
 - j. Flood Plain and Wetland Information.
 - k. Spot elevations at all curb returns, driveways, grade changes and throughout all parking areas.
 - l. Proposed and existing drainage easements, with dimensions, elevations and typical sections as needed.
 - m. Design benchmark.
11. Soil and Erosion Control Plan Requirements
- a. Existing and proposed horizontal site design layout.
 - b. Identification Data. (See 2.02.B.2 and replace "Site Plan" with "Soil and Erosion Control Plan")
 - c. Applicable Existing Conditions Data typically shown.
 - d. Existing and proposed storm drains.
 - e. Existing and proposed detention facilities and details.
 - f. Drainage patterns.
 - g. Indicate best management practices and details for each to be used as outlined in the SWPPP.
 - h. Limits of disturbance delineation and acreage.
12. Roadway Plan and Profile Requirements
- a. Plan View
 - i. Existing and proposed horizontal site design layout.
 - ii. Identification Data. (See 2.02.B.2 and replace "Site Plan" with "Roadway Plan and Profile Plan").
 - iii. Applicable Existing Conditions Data typically shown.
 - iv. Scale shall be 1" = 20' or 1" = 40'.
 - v. All existing and proposed utilities. These include but are not limited to sanitary sewer, culinary water, water meters, service laterals, secondary

water, fire hydrants, storm drains, subsurface drains, gas lines, power lines, communication lines, cable television lines, and street lights.

- vi. Extend one hundred (100) feet each direction showing existing improvements.
- vii. Spot elevations at all curb returns, driveways, and grade change points.
- viii. Percentage of grade around curb returns at intersections with directional arrows.
- ix. Street monuments.
- x. Centerline stationing.
- xi. Existing edge of asphalt spot elevations.
- xii. Key map for sheet orientation relative to the overall project.
- xiii. benchmark.

b. Profile View

- i. Appropriate vertical scale.
- ii. Extend profile line one hundred (100) feet each direction showing existing improvements.
- iii. Existing ground profile at proposed profile grade line.
- iv. Proposed profile grade line with grade information, slope, VPI, VPC, CPT, etc., including elevations at points of interest.
- v. Necessary vertical curve information.
- vi. at left and right side of sheet.
- vii. Existing and proposed profile elevations at fifty (50) foot intervals along the top or bottom of the profile view.
- viii. Existing and proposed culinary water and/or secondary water (if twelve (12) inches or greater), storm drain, and sanitary sewer lines. Include pipe length, material, and size. Include manhole size, rim elevation, and grate elevations where applicable.
- ix. Indicate pipe crossings and clearance between utilities measured pipe edge to pipe edge.

13. Signing and Striping Plan Requirements

- a. Existing and proposed horizontal site design layout.

- b. Identification Data. (See 2.02.B.2 and replace “Site Plan” with “Signing and Striping Plan”).
- c. Stop bars, cross walks, painted messages or arrows, stop signs, street signs and any additional signs as warranted by the most current edition of the MUTCD.
- d. Traffic striping or tape for all lanes.
- e. Proposed signal loops if required.
- f. Proposed signal light if required.

14. Demolition Plan Requirements

Plans shall identify any existing structures or facilities to be removed or abandoned as part of the Site Plan development.

C. ET Zone Specific Site Plan Requirements

Projects involving Energy Generation Facilities, nuclear infrastructure, Hyperscale Data Centers, or large electrical infrastructure shall submit the following additional technical plans where applicable.

1. Energy Infrastructure Plan

- a. The Applicant shall submit an Energy Infrastructure Plan identifying the layout and operational interfaces of energy generation, transmission, storage, and interconnection facilities. The plan shall include:
- b. Conceptual and proposed locations of generation facilities including gas turbines, combined-cycle plants, small modular reactors (SMR), or other generation systems
- c. Electrical substations, switching yards, transformer yards, and collector systems
- d. Transmission interconnection facilities and high-voltage corridors
- e. Energy storage installations including battery or thermal storage systems
- f. Identification of utility interconnection points
- g. Conceptual distribution of power between generation facilities and data center campuses

2. Electrical Interconnection Study

Projects proposing large electrical loads or generation facilities shall submit documentation demonstrating the feasibility of interconnection with the regional electrical transmission system, if anticipated. Documentation may include:

- a. Utility interconnection feasibility studies
- b. System impact studies
- c. Transmission capacity analysis
- d. or documentation from the regional transmission provider

3. Heavy Equipment Transport and Logistics Plan

Projects involving major industrial or energy infrastructure shall submit a heavy equipment transport plan identifying routes and infrastructure capable of accommodating oversized or heavy equipment deliveries including turbines, reactor modules, transformers, or generators. The plan shall identify:

- a. Heavy haul transportation routes
- b. Bridge load limitations
- c. Turning radii for oversized transport
- d. Construction staging areas
- e. Crane assembly areas

4. Energy Generation Facility Safety and Security Zones

The Site Plan shall identify safety setbacks, operational buffer areas, and controlled access zones associated with energy infrastructure including:

- a. Transmission safety corridors
- b. Substation security perimeters
- c. Controlled access areas for energy generation facilities
- d. Emergency access routes

5. Cooling Water Infrastructure Plan

Where Energy Generation Facilities or Hyperscale Data Center facilities require thermal management systems, the Applicant shall submit a cooling water Infrastructure plan identifying:

- a. Water supply sources
- b. Cooling water pipelines
- c. Cooling Tower systems
- d. Discharge, reuse, or treatment infrastructure
- e. Estimated cooling water demand

6. Air Quality and Emissions Planning

Projects involving combustion or other emissions-producing equipment shall identify anticipated emissions sources and regulatory considerations including:

- a. Combustion equipment or stacks
- b. Potential air emissions sources
- c. Preliminary air quality considerations
- d. Identification of potential state or federal permitting requirements

7. Hyperscale Data Center Power Demand Plan

Projects involving Hyperscale Data Center and/or Data Center Campuses shall submit a power demand plan identifying:

- a. Projected electrical demand
- b. Load phasing schedule
- c. Onsite Generation Capacity, if applicable
- d. Backup Generation Capacity
- e. redundancy configuration

8. Energy Infrastructure Phasing Plan

Projects involving phased development of energy infrastructure shall submit a phasing plan identifying:

- a. Generation capacity by phase
- b. Substation and transmission upgrades by phase
- c. Data center campus expansion phases
- d. Utility corridor expansion associated with each phase

9. Noise Mitigation

Project involving equipment, machinery or other large noise generating systems (such as a Compute Complex) shall submit a plan for noise mitigation identifying the followings items:

- a. The use of best practices to and appropriate technology to mitigate noise disturbances to surrounding properties, such as but not limited to acoustic barriers/walls, silencers/baffles, and “low noise” cooling tower models.

D. Completeness

Upon receipt of the Site Plan Application with all required data as provided herein, the Executive Director shall determine the application as complete within five (5) Working Days of receipt. The Applicant shall be notified within the plan review platform the same day the application is determined to be complete.

E. Reviewer Action

The Executive Director, or designee, shall transmit the Final Subdivision Plat Application to Reviewers and such other entities that have jurisdiction or interest in the proposed project for their review and recommendations. Reviewers shall have fifteen (15) Working Days to review the Final Subdivision Plat Application and submit their comments, findings, or required revisions to the Applicant through to MIDA's designated permitting and plan review platform. All subsequent reviews shall be completed within ten (10) Working Days of new submissions by the Applicant.

F. DRC Action

After the application has been determined to be complete and reviewed by the Reviewers, the Site Plan shall be placed on the agenda of the DRC for consideration at a public meeting.

If the Site Plan conforms to the requirements of these Standards and is consistent with the approved MDP, the DRC may approve or approve with conditions.

If the Site Plan does not conform to these or the approved MDP, the DRC may request revisions and resubmittal or deny the Site Plan.

G. Site Plan Approval

Following approval of the Site Plan by the Development Review Committee, the Applicant may proceed with the Building Permit process in accordance with these Standards. Any proposed Conditional Uses must obtain a Conditional Use Permit, as set forth in these Standards, prior to the issuance of a Building Permit.

H. Site Plan Expiration

An approved Site Plan shall expire twenty-four (24) months after approval if significant construction activity has not occurred. The Executive Director shall determine whether significant activity has occurred. Extensions may be requested by application prior to expiration and may be approved by the DRC

I. Appeal of DRC Decision

Any Site Plan decision by the DRC may be appealed, in writing, to the MIDA Board. The appeal must be received by MIDA within ten (10) Working Days of the date of the DRC decision.

1. The MIDA Board shall make a final determination on the appeal within forty (40) Working Days of the receipt of the appeal.
2. Upon the conclusion of any appeal, if the Site Plan has not been approved, the Applicant shall submit a new Conditional Use Application with associated fee if the Applicant wishes to reapply.

2.04 Infrastructure Permits

A. Purpose / Administrative Approval

Infrastructure Construction Plans provide the detailed engineering drawings and technical documentation required for the construction of major infrastructure systems within the Project Area. Infrastructure systems may be constructed prior to vertical development and may serve multiple phases of development within the project area.

Administrative Approval and the issuance of permit by MIDA is required in connection with all Infrastructure Improvement work. An Infrastructure Improvement Permit is required prior to construction of any Infrastructure Improvements not included in a Building Permit review or Operating Permit Review and approval. A MIDA Infrastructure Permit is not required for Infrastructure Improvements located on single family residential building lots.

Infrastructure Construction Plans shall be reviewed for technical compliance with these Standards, the approved MDP, the approved Subdivision Plat, and the approved Site Plan where applicable. Infrastructure Improvements may be constructed in advance of building construction where such infrastructure is required to support phased development of the project area.

B. Infrastructure Improvement Permit Submittal Requirements:

A PDF copy of the Infrastructure Plans and other information, required as part of the Infrastructure Permit Application, shall be shown graphically and by note on plans. All sheets shall contain general identification data such as; a title that includes the name of the development, parcel name and/or number and its location by number of section, township, range and county; name, address

and official seal of the registered professionals preparing the Plans; scale, north arrow and date of the Site Plan preparation; legend showing all symbols, line types, hatching and abbreviations; and the “Call Before You Dig” symbol and telephone number where appropriate. All mapped data for the same plan shall be drawn accurately at the same standard engineering scale, having no more than one hundred (100) feet to an inch. Information previously submitted as part of a Site Plan of Subdivision Approval does not need to be duplicated in the Infrastructure Permit process. The lists below are comprehensive lists, and not all items are required for each permit. The MIDA staff shall determine which data is required based on the nature of the type of infrastructure being permitted and shall provide the applicant with a list of required information and items for each permit.

1. Existing Conditions Data:

- a. Existing topography 2’ intervals and slopes 30%,25-30%. 20-25%. 10-20%, and 0-10% shall be shown. The portrayal of the topographic data shall be in accordance with the current National Mapping Standards and the American Society of Photogrammetry and Remote Sensing (ASPRS) standards.
- b. Location, widths, and names of existing streets (with grades and cut, fill and Retaining Walls shown), railroads, utilities, any and all easements, public areas, permanent structures to remain including water wells, taxing entity boundaries, municipal corporation lines, and any and all existing features within or adjacent to the Project area.
- c. By note, the acreage of the area or lot.
- d. Boundaries of the Project area shall show dimensions as found in a minimum standard ALTA/ACSM Land Title Survey. The survey for the subject property shall be prepared in accordance with the standard of practice for boundary surveys in the State of Utah.
- e. By note, names and addresses of adjoining property owners, leaseholders, and buildings within 300 feet of the exterior site boundary.
- f. Vicinity map legible with major street names and highlighted subject property.
- g. Geotechnical report with an evaluation of the overall site, with Construction recommendations.
- h. Global slope stability prepared by a licensed geologist (as applicable)

2. Proposed Conditions Data (as applicable):
 - a. Street layout, right-of-way easement width(s), utilities, utility easements, street cross-sections, proposed names of streets, street numbers, alleys, pedestrian ways, easements, roads to be dedicated to the public use and connections to adjoining properties.
 - b. The identification of snow storage, garbage storage, access and screening, fire access/lanes around buildings.
 - c. The identification of service areas including loading docks
 - d. Designation of all land to be dedicated or reserved for public use with the use indicated.
 - e. Materials: hardscapes, plazas, Retaining Walls and other site elements.
 - f. Typical Project area dimensions to scale; dimensions of all corner Project areas and Project sections of streets; each phase numbered individually; total number of phases;
 - g. Location, width, and use of easements;
3. Demolition Plan: Indicate structures, vegetation, site elements and other facilities to be removed or abandoned. Illustrate area of impact.
4. Roadway Plan:
 - a. Roadway Plan:
 - i. Existing and proposed horizontal road design layout.
 - ii. Existing Conditions Data typically shown.
 - iii. scale no greater than 1"=40'.
 - iv. All existing and proposed utilities. These include but are not limited to sanitary sewer, culinary water, water meters, service laterals, secondary water, fire hydrants, storm drains, subsurface drains, gas lines, power lines, communication lines, cable television lines and streetlights.
 - v. Extend 100 feet each way showing existing improvements.
 - vi. Grading Plan including contours, profile grade, and spot elevations at critical locations, as determined by MIDA staff.
 - vii. Percentage of grade around curb returns at intersections with direction arrows.

- viii. Centerline Stationing.
 - ix. Existing edge of asphalt spot elevations.
 - x. Key map for sheet orientation relative to overall project.
 - xi. benchmark.
 - xii. Define curb type, pedestrian plan showing sidewalk location and ADA access.
- b. Roadway Profile:
- i. Appropriate vertical scale.
 - ii. Extend profile lines 100 feet each way showing existing improvements.
 - iii. Existing ground profile at proposed profile grade line.
 - iv. Proposed profile grade line with grade information, slope, VPI, VPC, CPT, etc. Include elevations at points of interest.
 - v. All necessary vertical curve information.
 - vi. Elevations at left or right side of sheet.
 - vii. Existing and proposed profile elevations at 50-foot intervals along the top or bottom of profile view.
 - viii. Existing and proposed culinary and or secondary water, storm drain and sanitary sewer. Include pipe length, material, and size. Include manhole size, rim elevation, and any grate elevations.
 - ix. Indicate pipe crossings and clearance between utilities pipe edge to pipe edge.
 - x. utility profiles for utilities outside proposed right of way areas.
5. Utility Plan Requirements: All proposed utilities must meet the requirements of the utility provider. All utility lines, except for high- powered transmission lines, shall be buried within the MIDA Project Area.
- a. Existing and proposed horizontal site design layout.
 - b. Utility Plan elements shall be drawn to scale.
 - c. Locate all existing and proposed utilities. These include, but are not limited to, sanitary sewer, culinary water, water meters, service laterals, secondary water, fire hydrants, storm drains, subsurface drains, gas lines, power lines, communication lines, cable television lines, streetlights, etc.

- d. Illustrate relationship of utilities to each other with dimensions.
 - e. Provide “will serve” letters from governmental entities providing services, such as, water, sewer and fire protection, and applicable public utilities.
 - f. Descriptive Data Required:
 - i. Name, right-of-way easement lines, courses, lengths, width of all streets, alleys, transit, pedestrian ways and utility easements; radii, points of tangency and central angles of all curvilinear streets and alleys, and radii of all rounded street line intersections.
 - 1. All drainage ways, utilities and facilities to be dedicated to service entities or to remain private shall be shown on the plan.
 - 2. All existing and proposed easement usages shall be properly labeled.
6. Grading and Drainage Plan Requirements:
- a. Existing and proposed contour information per national mapping standards at 2 ft. contour intervals.
 - b. Existing and proposed storm drain facilities.
 - c. Existing and proposed detention facilities and details.
 - d. Drainage report that covers hydrologic and hydraulic calculations shall be provided for the drainage collection system, detention facilities, and outlet works.
 - e. Roadway and parking lot percentage of grade with directional arrows of surface flow.
 - f. Percentage of grade around curb returns at intersections with directional arrows of surface flow.
 - g. Retaining walls complete with spot elevations, type of wall, and cross section details.
 - h. Indicated areas of 30% or greater slopes.
 - i. Provide Flood Plain and Wetland information.
 - j. Include contours, profile grade, and spot elevations at critical locations and throughout all parking areas.
 - k. Proposed and existing drainage easements, with dimensions, elevations and typical sections as needed;
 - l. Design benchmark(s).

- m. Evidence of compliance with the State of Utah Division of Water Quality as may be required relative to the design and operation of any proposed storm water system. Also, the Applicant shall provide a Storm Water Pollution Prevention Plan (SWPPP). A Notice of Intent (NOI) in compliance with the State of Utah Division of Water Quality requirements will be required prior to the disturbance of any portion of the site.
7. Soil and Erosion Control Plan Requirements. Applicant shall provide the following:
- a. Existing and proposed horizontal site design layout.
 - b. Applicable existing conditions data typically shown.
 - c. Existing and proposed storm drains.
 - d. Existing and proposed detention facilities and details.
 - e. Drainage patterns.
 - f. Indicate best management practices and details for each to be used as outlined in the SWPPP.
 - g. Limits of disturbance delineation and acreage
8. Traffic Signing and Striping Plan Requirements:
- a. Existing and proposed horizontal site design layout;
 - b. Stop bars, cross walks, painted messages or arrows, stop signs, street signs and any additional signs as warranted by the most current edition of the Manual on Uniform Traffic Control Devices (MUTCD).
 - c. Traffic striping or tape for all lanes.
 - d. Proposed signal loops if required.
 - e. Proposed signal light if required.
 - f. Lighting and Signage Plan:
 - g. Streetlights and all outside lighting (compliant with the provisions of Section 4.22 of these Standards).
 - h. Street signs, directional signs, kiosks, etc.
9. Landscape and Trails Plan:
- a. Landscape plan with species, sizes and quantities.
 - b. Indicate screening of mechanical equipment.
 - c. Trail cross sections showing materials and connectivity to any adjacent public trails

- d. Open space/plazas and associated materials.
- e. Show wildland and urban interface defensible zones on landscape plan.

10. Irrigation Plan

- a. Head layout, and associated equipment locations.
- b. Evidence of compliance of the design and operation of any irrigation system that is proposed as part of the Project area.

C. Completeness of MIDA Infrastructure Improvement Permit Application.

Upon receipt of the MIDA Infrastructure Improvement Permit Application with all required data as provided herein, the Executive Director shall , within fifteen (15) Working Days of receipt: (i) determine the Application as complete, (ii) the Application is consistent with and as contemplated by an approved MDP, Site Plan and/or Subdivision Plat, as applicable, and (iii) the proposed Infrastructure Improvement facilitates the MIDA Project Area and its development. If the Executive Director determines that he or she is unable to provide any of the foregoing certifications, the Executive Director shall provide Applicant with written notice that the MIDA Infrastructure Improvement Permit Application is incomplete and identify in reasonable detail those items that the Executive Director determines to be incomplete or otherwise needed for the Executive Director to make the requisite determinations. The Executive Director shall provide notification to the Applicant and the Reviewers the same date that the Application is deemed to be complete.

D. Approval Process; Standard of Review.

1. The Executive Director shall transmit the Final Subdivision Plat Application to Reviewers and such other entities that have jurisdiction or interest in the proposed project for their review and recommendations. Reviewers shall have fifteen (15) Working Days to review the Final Subdivision Plat Application and submit their comments, findings, engineering errors, safety concerns, or required revisions to the Applicant through to MIDA's designated permitting and plan review platform.
2. If required, Applicant shall complete all corrections and re- submit plans and additional documentation to the Reviewers through the designated permitting and review platform.
3. Reviewers have ten (10) Working Days for each subsequent review of the MIDA Infrastructure Improvement Permit Application and shall upon completion of each such re-

review submit their comments, findings, engineering errors, safety concerns, or required revisions, if any, to the Applicant through the designated permitting and plan review platform.

4. MIDA Infrastructure Improvement Permit approvals are Administrative Approvals under the MIDA Standards. The Executive Director shall issue a MIDA Infrastructure Improvement Permit to the Applicant following receipt of the Reviewers' approval. Upon receipt of an approved MIDA Infrastructure Improvement Permit, the Applicant may initiate the work permitted by the Permit.
5. The MIDA staff shall schedule an inspection of Infrastructure Improvement Permit work as soon as possible, but in any event not more than three (3) Working Days after Applicant's request. A MIDA Infrastructure Improvement Permit shall be deemed filed and closed upon certification of an approved final inspection.

2.05 Grading Permits

A. Permit Requirements:

1. Unless explicitly exempted under Section 2.06(B) hereof, a Grading Permit is required for any project in the MIDA Project Area that:
 - a. Grades, fills, excavates, stores or disposes of 350 cubic yards or more of soil or earth material; or
 - b. Clears and grades or performs any pre-construction activity with ground disturbance of a half-acre or more of land.

B. Exemptions: Unless otherwise required by these Standards, the following grading may be done without obtaining a permit:

1. Minor projects without cuts or fills, each of which is less than five feet in vertical depth at its deepest point measured from the existing ground surface, and which meet all of the following criteria:
2. Less than three hundred fifty (350) cubic yards of graded material in a single area, within a two-year period. In calculating the graded material quantity, excavation material used as fill material will not be counted twice.
3. Does not create a non-permanent unstable or erodible slopes over 40% grade,
4. Does not encroach onto sewage disposal systems including leach field areas, and

5. Provides for completion of soil disturbing activities within a continuous period of forty-five (45) days;
 6. Grading done by or under the supervision, assignment or construction control of a public agency (such as VCP remediation);
 7. Excavations less than three hundred fifty (350) cubic yards for soil or geological investigations by a geotechnical engineer, civil engineer, or engineering geologist. All excavation must be restored within 45 days;
 8. Maintenance of existing firebreaks and roads to keep the firebreak or road substantially in its approved condition;
 9. Performance of emergency work necessary to protect life or property when an urgent necessity arises. The Person performing such emergency work shall notify MIDA promptly of the problem and work required and shall apply for a permit within ten (10) calendar days after commencing such work.
- C. Concurrent Permits: A Grading Permit may be obtained prior to or concurrently with all other permits contemplated by these Standards, including but not limited to a Site Plan and Subdivision Plat. Any grading prior to the approval of a Site Plan or Subdivision Plat, including grading with an approved Grading Permit, shall be done at the sole risk of the Applicant.
- D. Application Contents: The Applicant shall submit a Grading Permit Application and fee, as established by MIDA, to the Executive Director. The Application shall include the following which shall be submitted to MIDA through MIDA's designated permitting and review platform:
1. PDF file of Grading Permit Application Form
 2. Signed Statement of Applicants responsibility
 3. A fee, as established by MIDA
 4. PDF copy of Grading plans. Plans shall be prepared by a licensed civil engineer in conformance with these Specifications and shall include the following:
 - a. A vicinity map indicating the site location;
 - b. A map indicating where within the approved MDP (and, if applicable, approved Site Plan and approved Subdivision) the site is located.
 - c. topography shown in 1 ft contours;

- d. All planimetric features including but not limited to: water wells, streams, canals, irrigation laterals, private ditches, washes, ponds, and all existing utility main lines (size and owner);
- e. Location, widths, and names of all planned and existing streets, railroads, utilities, any and all easements, public areas, permanent structures to remain including water wells;
- f. By note, the acreage of the area or lot;
- g. Scale, north arrow and date of the submittal;
- h. A delineation of the area to be cleared and grubbed;
- i. A statement of the quantity of material to be excavated, the quantity of material to be filled, whether such excavation or fill is permanent or temporary, and the amount of such material to be imported to or exported from the site;
- j. A statement of the estimated starting date, grading completion date, and when site improvements will be completed;
- k. The location, implementation schedule, and maintenance schedule of all erosion control measures and sediment control measures to be implemented or constructed prior to, during or after the proposed activity;
- l. Existing and proposed horizontal design layout.
- m. Applicable existing conditions data typically shown.
- n. Existing and proposed detention facilities and details.
- o. Drainage patterns.
- p. Indicate best management practices (BMP) and details for each to be used as outlined in the SWPPP.
- q. Limit of disturbance delineation and acreage.
- r. A description of measures designed to control dust and stabilize the Construction site road and entrance;
- s. A description of the location and methods of storage and disposal of Construction materials; and
- t. Geotechnical engineering or engineering geology reports used in the development of the above information.
- u. Water Pollution Prevention Plan (SWPPP) as required by the State of Utah.

5. PDF copy of on-site drainage shed map to scale with calculations.
6. PDF copy of off-site drainage shed map encompassing site to scale with calculations.

E. Security:

1. Prior to issuance of the permit, the Applicant (or the Applicant's designee) shall provide, if required by MIDA, the Grading Completion Assurance in an amount estimated by the Applicant's Engineer and approved by the Executive Director to be the cost for stabilizing the activity site if the site is abandoned or work is stopped during the performance of the activity described in the permit. A Completion Assurance shall not be required for infrastructure being funded by MIDA.
2. The Grading Completion Assurance shall be released to the Applicant (or the Applicant's designee, as the case may be) upon either:
 - a. Issuance of a certificate of completion, provided no administrative or legal action against such Grading Completion Assurance has been commenced prior to that date and the permittee has complied with the applicable provisions of the MIDA Standards; or
 - b. relinquishment of the permit by the holder thereof to MIDA, provided no administrative or legal action against such Grading Completion Assurance has been commenced prior to that date and the permittee has complied with the provisions of the Permit.

F. Review and Approval of Grading Permit.

1. Upon the submission of the required information, Reviewers shall have fifteen (15) Working Days to review the Grading Permit Application and submit their comments, findings, engineering errors, safety concerns, or required revisions to the Applicant through to MIDA's designated permitting and plan review platform.
2. If required, Applicant shall complete all corrections and re-submit plans and additional documentation to the Reviewers through the designated permitting and review platform.
3. Reviewers have ten (10) Working Days for each subsequent review of the Grading Permit Application and shall upon completion of each such re-review submit their comments, findings, engineering errors, safety concerns, or required revisions, if any, to the Applicant through the designated permitting and plan review platform.

4. MIDA Grading Permit approvals are Administrative Approvals under these Standards. The Executive Director shall issue a Grading Permit to the Applicant following receipt of the Reviewers' approval. Upon receipt of an approved Grading Permit, the Applicant may initiate the work permitted by the Permit.
5. The MIDA staff shall schedule an inspection of Grading Permit work as soon as possible, but in any event not more than three (3) Working Days after Applicant's request. A Grading Permit shall be deemed filed and closed upon certification of an approved final inspection.
- G. Term: A Grading Permit shall be effective on the date of issuance, and shall remain in force for one year, unless suspended or revoked by the Executive Director for cause, or voluntarily relinquished by the permittee. Before the expiration of a permit, a permittee may apply for an extension of time in which to complete the activity. Two extensions of twelve months each may be granted by the Executive Director.
- H. Modification of Approved Plans. Proposed modifications of an approved Grading Permit shall be submitted to MIDA through the designated permitting and review platform for written approval. All necessary submittal information shall accompany any proposed modification. The modification shall be compatible with any approved Master Development Plan.
- I. Right of entry: As a condition of the permit, the property owner shall grant MIDA a right of entry for the duration of the Grading Permit until after final inspection.
- J. Seasonal Requirements: Implementation of erosion and sediment control plans shall be based on the season of the year and the stage of Construction at forecasted periods of rainfall and heavy storms. Erosion and sediment control plans shall allow for possible changes in Construction scheduling, unanticipated field conditions, and relatively minor changes in grading. Modifications to plans may be required after initial plan approval.

2.06 Building Permits

- A. Building Permit and Footings and Foundation Only Permit Application: A Subdivision Plat approval and Site Plan (when applicable) approval (and a Conditional Use permit, if applicable) shall be required for vertical building Construction before a building permit or Footings and Foundation Only Permit can be issued by MIDA. The Applicant shall submit

a building permit or footings and foundations only permit Application and fee, as established by MIDA, to the Executive Director's designee.

- B. MIDA shall designate a separate entity (the "Designated Entity") as MIDA's review and inspections for all matters related to building permit and footing and foundation permit applications, plan review, inspections and the issuance of certificates of occupancy, except as may otherwise be set forth in these Standards. MIDA may, at its discretion, replace the Designated Entity and designate another entity to perform these functions.
- C. Building Permit and Footing and Foundations Only Permit Application Submittal Requirements: All building permit and footing and foundation only permit Applications shall be submitted directly to the on forms supplied by the Designated Entity and approved by MIDA. Fees shall be paid directly to the MIDA or to the Designated Entity in accordance with the fee schedule adopted by MIDA. The materials required to be submitted with the Application shall be designated by the Designated Entity for building permits and footing and foundation only permits issued through the Designated Entity.
- D. Completeness: Upon receipt of the building permit or footing and foundation only permit Application, with all required data as required by the Designated Entity, the Designated Entity shall within ten (10) Working Days of receipt: (i) determine the Application as complete; or (ii) provide Applicant with written notice that the Building Permit Application is incomplete and identifying in reasonable detail those items that the Designated Entity determines to be incomplete. The Designated Entity shall process the Building Permit or footings and foundation only permit Application in accordance with the review and inspection timelines set forth in Section _____ below.
- E. Reviewer's Action: The Designated Entity shall transmit the building permit, or footing and foundation only permit (for structures in excess of 10,001 square feet), Application to the Reviewer(s) for their review and recommendations within five (5) Working Days of certification of completion.
 - 1. For Dwellings of less than or equal to 5,000 gross square feet the following process shall apply: Review
 - a. Reviewers have ten (10) Working Days to review the initial building permit Application and submit the Reviewers report of findings (the "Initial Report") to the Designated Entity.

- b. The Designated Entity will notify the Applicant if the building permit has been approved or if corrections are required, within five (5) Working Days of receipt of the Reviewer's report.
 - c. If required, the Applicant shall complete all corrections and re-submit plans and additional documentation to the Designated Entity. The Designated Entity shall then distribute this information to the Reviewers within two (2) Working Days of receipt.
 - d. Reviewers have five (5) Working Days for each subsequent review of the building permit Application, and shall upon completion of each such re-review, submit the Reviewer's report of findings to the Designated Entity, who shall then submit any comment to the Applicant within two (2) Working Days.
2. For Dwellings between 5,001 and 10,000 gross square feet, and all commercial structures of less than or equal to 10,000 gross square feet, the following process shall apply:
 - a. Reviewers have twenty (20) Working Days to review the initial building permit Application and submit the Reviewers Initial Report to the Designated Entity.
 - b. The Designated Entity will notify the Applicant if the building permit has been approved or if corrections are required, within two (2) Working Days of receipt of the Reviewer's report.
 - c. If required, Applicant shall complete all corrections and re-submit plans and additional documentation to the Designated Entity. The Designated Entity Director shall then distribute this information to the Reviewers within two (2) Working Days of receipt.
 - d. Reviewers have ten (10) Working Days for each subsequent review of the building permit Application, and shall upon completion of each such re-review, submit the Reviewers report of findings to the Designated Entity, who shall then submit any comments to Applicant within one (1) Working Day.
3. For structures in excess of 10,001 gross square feet, the following process shall apply:
 - a. Reviewers have thirty (30) Working Days to review the initial building permit Application and submit the Reviewers Initial Report to the Designated Entity.

- b. The Designated Entity will notify the Applicant if the building permit has been approved or if corrections are required, within two (2) Working Days of receipt of the Reviewer's report
 - c. If required, Applicant shall complete all corrections and re-submit plans and additional documentation to the Designated Entity. The Designated Entity shall then distribute this information to the Reviewers within two (2) Working Days of receipt.
 - d. Reviewers have fifteen (15) Working Days for each subsequent review of the building permit Application, and shall upon completion of each such re-review, submit the Reviewers report of findings to the Designated Entity, who shall then submit any comments to Applicant within two (2) Working Days.
- F. Building Permit Approval: The Designated Entity shall, on behalf of MIDA and with MIDA'S approval, issue a building permit to the Applicant within two (2) Working Days of receipt the Reviewer's Approval and MIDA's approval. Upon receipt of an approved building permit, the Applicant may initiate Construction on the project approved in the building permit Application. The granting of a building permit does not presume to give authority to violate or cancel the provisions of any applicable state or local law regulating Construction or the performance of Construction, including but not limited to requirements for a Certificate of Occupancy or a Letter of Completion. Structure use is unlawful without a Certificate of Occupancy or a letter of Completion (either of which may be issued on a temporary basis).
- G. Expiration: A building permit shall expire if Construction is not commenced within one hundred eighty (180) days from the date the building permit was issued, or if the work authorized by such building permit is suspended or abandoned for a period of one hundred eighty (180) days after the time the work is commenced. The MIDA Executive Director is authorized to grant, in writing, one or more extensions of the foregoing one hundred eighty (180) day periods, for periods of not more than one hundred eighty (180) additional days each. The extension shall be requested in writing and justifiable cause demonstrated. A building permit shall expire if Construction is not completed and a Certificate of Occupancy or Letter of Completion (which may be a temporary Certificate of Occupancy or Letter of Completion) is not obtained within five (5) years from the date the building

permit was issued. The Executive Director may, for good cause shown, extend the building permit expiration date for a period of time not to exceed one (1) additional year.

2.07 Enforcement

These permitting requirements may be enforced by MIDA. Violation of any of the permitting requirements of this Chapter 2 shall give MIDA the right to bring a criminal and/or civil action against the party or parties violating or attempting to undertake construction activities without an appropriate permit or failing to comply with the construction plans approved by an issued permit. MIDA may issue stop work orders to enjoin any party from continuing construction activities without a permit or in violation of a permit, to cause any such violation to be remedied, and may recover damages resulting from such violation, including attorney's fees.

2.08 Fees / Municipal Services

- A. Fees charged by MIDA for all permits and or approvals required by this chapter shall be established by an executive order issued by the Executive Director and shall be consistent with Utah law. Fees shall be paid prior to the review of any application by MIDA.
- B. MIDA and any MIDA subsidiary shall not be required to pay fees for any Infrastructure related to the provision of Municipal Services by MIDA, whether constructed or owned by MIDA or whether constructed or owned by a Utility Provider or private party. This subsection B does not exempt the Utility Provider or private party who requests approval of, or constructs such infrastructure from the required fees

CHAPTER THREE — LAND USE REGULATIONS

This chapter establishes the permitted land uses, operational standards, and land use requirements applicable to development within the Project Area. Land use regulations are intended to ensure that energy generation facilities, data centers, manufacturing operations, supporting infrastructure, mixed use areas and agricultural areas are developed in a coordinated manner that supports safety, operational efficiency, and compatibility between uses.

Land use regulations in this chapter govern how land may be used and operated after approval of a MDP, Subdivision Plat, Site Plan, and Infrastructure Improvements under Chapter Two.

3.01 Purpose

The purpose of this Chapter is to establish land use regulations that support the development of a large-scale energy, data center, manufacturing, and technology campus and its associated mixed use and Agricultural Uses, while protecting public safety, infrastructure capacity, and operational efficiency.

These regulations are intended to:

- A. Facilitate development of energy generation, electrical infrastructure, and technology facilities.
- B. Support advanced manufacturing, research, and defense-related industries.
- C. Allow mixed-use workforce support areas within MU Zones within the Project Area.
- D. Allow Agricultural Uses within the Project Area.
- E. Ensure safe integration of major infrastructure systems including electrical transmission, gas pipelines, cooling systems, and transportation corridors.
- F. Maintain compatibility between heavy industrial areas and publicly accessible areas.

All land uses within the Project Area shall comply with the requirements of this Chapter and the approved MDP.

3.02 ET Zone Permitted, Conditional Uses, and Prohibited Uses

A. Permitted Uses

The following uses are permitted within ET Zones, subject to compliance with these Standards and approval of the applicable MDP, Subdivision Plat, Site Plan, and Infrastructure Improvements.

Permitted uses may include, but are not limited to:

1. Energy Generation Facilities, including power plant buildings and associated structures
2. Small Modular Reactor (SMR) or other nuclear energy facilities where authorized by applicable federal and state regulatory agencies
3. Data Center Campuses and related computing buildings and infrastructure, including Hyperscale Data Centers

4. Mechanical and cooling plants
 5. Telecommunications infrastructure
 6. Energy storage facilities and systems, including battery storage or other energy storage technologies
 7. Fuel infrastructure supporting permitted uses
 8. Security infrastructure, including fencing
 9. Industrial support buildings
 10. Resource extraction operations
 11. Logistics infrastructure
 12. Environmental compliance facilities
 13. Electrical substations, switching yards, and electrical interconnection facilities, and electrical transmission and distribution infrastructure
 14. Advanced Manufacturing and industrial or manufacturing production facilities
 15. Aerospace, defense, and technology manufacturing
 16. Research and development laboratories and technology buildings and infrastructure
 17. Utility infrastructure including water, wastewater, stormwater, telecommunications, fiber systems, and water treatment and supply systems
 18. water infrastructure and thermal management systems
 19. Maintenance facilities and equipment service yards supporting permitted uses
 20. and logistics facilities supporting permitted uses
 21. Equipment yards
 22. Administrative, operational, and support offices associated with permitted uses
 23. and Strategic Mineral extraction facilities and uses.
 24. Gravel pit operations for material used within the Project Area, that comply with state law permitting requirements.
 25. All Agricultural Uses.
- B. Conditional Uses

The following uses may be permitted within the ET Zone subject to the issuance of a Conditional Use Permit as set forth in these Standards. Conditional Uses shall demonstrate compatibility with surrounding development, infrastructure capacity, operational safety standards, and the land use designations established in the approved MDP.

1. Hydrogen production, storage, or distribution facilities
2. capture, utilization, and storage (CCUS) facilities
3. Large-scale fuel storage facilities associated with Energy Generation Facilities
4. Hazardous material processing or storage facilities, subject to compliance with state and federal regulation
5. Large logistics or freight terminals serving energy or industrial operations
6. Temporary construction staging yards associated with major infrastructure or industrial projects
7. Specialized research or testing facilities involving industrial processes
8. Gravel pit operations for material used or transported outside the Project Area, that comply with state law permitting requirements.

C. Prohibited Uses

The following uses are prohibited within the ET Zone due to incompatibility with energy infrastructure, manufacturing operations, or the safety and operational requirements of the Zone:

1. Residential dwelling units not directly associated with operational or security functions
2. Schools, hospitals, or other sensitive land uses that may conflict with industrial safety zones
3. Landfills, solid waste disposal facilities, or waste transfer stations not directly supporting permitted industrial operations
4. Large regional retail centers or entertainment venues that attract significant public traffic unrelated to the operational purpose of the district
5. generating excessive nuisance conditions such as uncontrolled odors, smoke, dust, vibration, or noise that may interfere with industrial or energy operations
6. uses that are not directly supportive of the energy, data center, manufacturing, research, or workforce functions of the Zone may also be determined to be incompatible and prohibited by the DRC.
7. Adult oriented businesses

3.03 MU Zone Permitted and Conditional Uses

A. Permitted Uses.

The following uses are permitted within MU Zones, subject to compliance with these Standards and approval of the applicable MDP, Subdivision Plat, Site Plan, and Infrastructure Improvements.

1. Restaurants and cafés
2. Convenience retail and small service retail
3. Personal services supporting employees or campus operations
4. Training and education facilities
5. and meeting facilities
6. Lodging for employees
7. Vehicle fueling stations
8. Utility Infrastructure, including but not limited to water supply, sewer, and stormwater, telecommunications
9. Recreational vehicle parks
10. Residential dwellings.
11. All Agricultural Uses.

B. Conditional Uses

The following uses may be permitted within the MU Zone subject to the issuance of a Conditional Use Permit as set forth in these Standards. Conditional Uses shall demonstrate compatibility with surrounding development, infrastructure capacity, operational safety standards, and the land use designations established in the approved MDP.

1. Hotels or lodging facilities serving contractors or visitors
2. Larger commercial or mixed-use facilities intended to support workforce or Project Area activities

C. Prohibited Uses

The following uses are prohibited within the MU Zone due to incompatibility with commercial and residential uses.

1. Adult-oriented businesses
2. Uses generating excessive nuisance conditions such as uncontrolled odors, smoke, dust, vibration, or noise that may interfere with industrial or energy operations
3. Permitted and Conditional Uses allowed in the ET Zone, except for Utility Infrastructure

4. Commercial uses that are not directly supportive of the Project Area may also be determined to be incompatible and prohibited by the DRC.

3.04 Agricultural Uses – Permitted Uses

All Agricultural Uses within the Project Area that are currently permitted by the ordinances or rules of Box Elder County at the time of adoption of these Standards are permitted uses throughout the Project Area. Nothing in these Standards shall affect the greenbelt tax status of any agricultural property use, except for a change in use that would trigger a greenbelt status change under State law.

3.05 Use Exceptions

The DRC may allow minor use exceptions where such exceptions are determined to be consistent with the intent of the approved MDP and do not create operational conflicts with surrounding infrastructure or uses.

Use exceptions may include temporary operational uses, minor accessory uses supporting permitted uses, or specialized infrastructure necessary for energy or technology operations.

3.06 Variances

Applications: Applications for a variance shall be filed with the Executive Director. Variance Applications shall contain the following information:

- A. A description of the requested variance, together with a designation of that section of these Standards from which relief is being requested and a written description of the reason the variance is being requested;
- B. An accurate plan to scale and shown on a legal survey prepared by a licensed surveyor, if appropriate, indicating the manner in which the variance will be applied and its effect upon adjacent properties; and
- C. A filing fee as established by MIDA.
- D. Public Hearing: Upon receipt of a complete Application as determined by MIDA Staff, a public hearing shall be set with the DRC for the next available meeting date.
- E. Requirements for Granting Variance: The DRC may grant a variance, by majority vote, only if all of the following conditions are met:

1. Literal enforcement of the Standards would cause an unreasonable hardship for Applicant that is not necessary to carry out the general purpose of the Standards;
2. There are special circumstances attached to the property;
3. Granting the variance is essential to the enjoyment of a substantial property right possessed by other property in the MIDA Project Area;
4. The variance will not substantially affect the MIDA Project Area and will not be contrary to the public interest; and
5. The spirit of the Standards is observed and substantial justice done.

F. Unreasonable Hardship:

In determining whether or not enforcement of the Standards would cause unreasonable hardship, the MIDA Board may not find an unreasonable hardship unless the alleged hardship:

1. Is located on or associated with the property for which the variance is sought; and
2. Comes from circumstances peculiar to the property, not from conditions that are general to the neighborhood.

G. In determining whether or not enforcement of the MIDA Development Standards would cause unreasonable hardship, the MIDA Board may not find an unreasonable hardship if the hardship is self-imposed.

H. In determining whether there are special circumstances attached to the property, the MIDA Board may find that special circumstances exist only if the special circumstances:

1. Relate to the hardship complained of; and
2. Deprive the property of privileges granted to other properties in the Project Area.

I. Burden of Proof: The Applicant shall bear the burden of proving that the conditions justifying a variance have been met. The concurring vote of not less than a majority of the MIDA Board shall be required to grant a variance.

J. Variance Applicability: Variances run with the land.

K. Use Variance: The MIDA Board may not grant use variances.

L. Additional Requirements: In granting a variance, the MIDA Board may impose additional requirements on the Applicant that will:

1. Mitigate any harmful effects of the variance; or
2. Serve the purpose of the standard or requirement that is waived or modified.

3.07 Buildings

Buildings/Structures and Improvements

- A. Any building, structure or Infrastructure Improvement constructed or erected shall be designed by a licensed professional in their area of expertise, as required by state law and shall conform to all applicable codes.
- B. All buildings and signage shall follow the Design Standards found in Chapter 4, “Design Standards” of these Standards except as may be specifically excluded as set forth in other sections of these Standards.
- C. No building or structure shall be constructed, reconstructed, materially altered or moved, except after the issuance of a Building Permit pursuant to Section 2.07 of these Standards (unless said building or structure is otherwise exempted by Utah law).

3.08 Nuisance Factors and Hazards

- A. All uses and operations within the Project Area shall be conducted in a manner that minimizes adverse impacts on surrounding properties, infrastructure systems, and public safety. Development shall comply with applicable federal, state, and local regulations governing industrial operations, environmental protection, and occupational safety.

Operations shall be designed and managed to prevent the creation of nuisance conditions including, but not limited to:

- 1. Excessive noise or vibration beyond industry standards
 - 2. Uncontrolled emissions of smoke, dust, fumes, gases, or particulate matter
 - 3. Excessive heat, glare, or electromagnetic interference
 - 4. Hazardous materials releases or unsafe storage conditions
 - 5. Light spillover or glare affecting adjacent properties or transportation corridors
- B. Facilities involving industrial processes, energy generation, or manufacturing shall comply with recognized industry standards and regulatory frameworks including, where applicable:
 - 1. Occupational Safety and Health Administration (OSHA) standards
 - 2. National Fire Protection Association (NFPA) codes
 - 3. Environmental Protection Agency (EPA) regulations

4. Applicable state and federal environmental and air quality regulations

Where necessary to protect public safety and operational reliability, the DRC may require mitigation measures including screening, buffering, operational controls, or additional safety setbacks.

- C. MIDA may avail itself of all remedies available to abate any nuisance or public nuisance. Any act which constitutes a nuisance or a public nuisance under the Laws of the State of Utah may be addressed by MIDA. Activities that emit offensive or objectionable noise, vibration, smoke, odors, dust or gases, air pollution, water pollution or generate heavy truck traffic (other than approved uses) are not permitted. Precautions shall be taken in all operations against radiation, radioactivity, fire and explosion hazards.
- D. Activities conducted on the premises shall comply with all applicable MIDA, state and federal laws, regulations and permits.
- E. use shall not be permitted which creates objectionable odor in such quantity as to be readily detectable at the property boundary.

3.09 Enforcement

- A. These Land Use Regulations may be enforced by MIDA. Violation of any of the Land Use Regulations shall give MIDA the right to bring a criminal and/or civil action against the party or parties violating or attempting to violate any of the Land Use Regulations, to enjoin them from so doing, to cause any such violation to be remedied, or to recover damages resulting from such violation, including attorney's fees.
- B. Enforcement may include removing or fixing on-site changes or improvements which have been abandoned, or which constitute a hazard or eyesore.
 - 1. By applying for Site Plan approval, the landowner grants permission for MIDA or its contractor to enter onto the property to remedy the problem and place a lien on the property for MIDA to recover its costs.
 - 2. Prior to entering onto the property MIDA shall provide written notice to the landowner which shall provide the landowner with a reasonable time to remedy the problem.
- C. Conflicting Provisions: The provisions of these Land Use Regulations set forth in these Standards are in addition to all other MIDA ordinances, Rules, the Utah Construction Code and Utah Fire Code, the laws of the State of Utah, and the laws of the United States. These

Land Use Regulations shall not supersede any private land use regulations in recorded deeds or covenants. Whenever a conflict exists between these Land Use Regulations (or, more generally, the Standards) and state or federal laws or private land use regulations in deeds or covenants, the more restrictive provision shall apply to the extent allowed by law. The more specific provisions of these Land Use Regulations, dealing with specific zones, Subdivision types and types of uses, shall prevail over general provisions.

CHAPTER FOUR — GENERAL DESIGN STANDARDS

4.01 Purpose

The purpose of this Chapter is to establish site development standards governing the layout, placement, operational compatibility, and performance of buildings, infrastructure systems, and industrial facilities within the Project Area. These design standards apply to all development within the Project Area, unless less a specific section limits the standard to a specific Zone

These standards are intended to:

- A. Ensure safe and efficient development of energy infrastructure
- B. Support Hyperscale Data Center and Advanced Manufacturing Facilities
- C. Protect critical infrastructure operations
- D. Coordinate development with regional infrastructure systems
- E. provide a predictable development framework for large-scale industrial and technology campus development.

4.02 ET Zone Planning and Development Framework

Development within the ET Zone Project Area shall be organized as an Data Center Campus consisting of coordinated infrastructure systems supporting energy generation, data center operations, and advanced industrial uses.

The Energy Campus shall be planning to ensure:

- A. Coordinated infrastructure corridors
- B. Centralized utility systems

- C. Shared access infrastructure
- D. Operational separation between critical facilities
- E. Adequate security perimeters

4.03 Parcel Configuration and Lot Standards

A. Minimum Parcel Size in the ET Zone

Minimum parcel sizes for development shall be determined based upon infrastructure requirements and operational safety.

Typical minimum parcel sizes include:

USE	Typical Minimum Parcel Size
Energy Generation Facility	25–100 acres
Hyperscale Data Center	10–40 acres per building site
Advanced Manufacturing	10–50 acres
Substation	5–20 acres
Switching Yard	10–30 acres

The Executive Director may approve alternative parcel configurations when necessary to accommodate infrastructure systems.

B. Lot Configuration

Development parcels shall:

1. provide adequate access to roadway infrastructure
2. provide adequate frontage for utility service corridors
3. support emergency access and fire protection systems
4. maintain required separation distances from critical infrastructure

Irregular lot configurations may be permitted where necessary to accommodate transmission corridors, pipelines, or other infrastructure systems.

4.04 Setbacks/Yard Requirements

Setbacks and yard requirements are intended to ensure adequate space for safety, infrastructure corridors, maintenance access, and operational buffers associated with energy, industrial, and technology facilities.

A. General Setbacks

Unless otherwise approved through an MDP or Site Plan, the following minimum setbacks shall apply:

1. Front yard setback: 25 feet
2. Side yard setback: 15 feet
3. Rear yard setback: 15 feet

In the ET Zone, setbacks may be increased by the DRC where necessary to address safety, operational, or infrastructure requirements.

B. Energy and Industrial Facility Setbacks

Energy Generation Facilities, substations, switching yards, and similar infrastructure shall maintain adequate safety setbacks and security perimeters as determined through the Site Plan review process.

Where applicable, setbacks in the ET Zone shall accommodate:

1. Transmission safety corridors
2. Pipeline easements
3. Maintenance access routes
4. Security fencing and controlled access zones

C. Infrastructure Corridor Setbacks

Utility corridors for electrical transmission lines, gas pipelines, fiber infrastructure, or cooling water pipelines shall maintain clear access zones sufficient for maintenance and operational safety.

D. Flexibility for Data Center Campus in ET Zone

Because many energy and technology facilities operate as integrated campuses, internal setbacks between buildings may be modified where demonstrated to be safe and consistent with applicable building codes, fire codes, and operational requirements.

E. Buffer Areas

The DRC may require additional buffer areas between Data Center Campus facilities and adjacent roadways, mixed-use areas, Agricultural Uses, or public access areas where necessary to mitigate operational impacts on adjacent uses.

4.05 Screening

- A. Screening may be required to reduce visual impacts of industrial equipment, storage areas, and service yards when located adjacent to roadways, mixed-use areas, or Agricultural Uses.
- B. Screening methods may include fencing, walls, berms, landscaping, or architectural screening integrated into building design.

4.06 Access and Parking

- A. Adequate vehicular access and parking shall be provided for all development.
- B. ET Zones shall provide access routes capable of supporting heavy equipment transport including turbines, transformers, and other oversized infrastructure components.

Parking requirements shall be determined based on operational needs of each facility and may include employee parking, service vehicle parking, and staging areas for industrial equipment.

4.07 Pedestrian Walkways

- A. Pedestrian circulation shall be provided where necessary to safely connect buildings, parking areas, and mixed-use areas within the Project Area.
- B. Pedestrian walkways are not required within ET Zone areas where pedestrian access is limited for safety or security reasons.

4.08 Maximum Height of Structures in the ET Zone

Structures within the ET Zone shall be regulated as follows:.

A. General Building Height

Buildings intended for industrial, manufacturing, or data center uses shall not exceed one hundred twenty (120) feet in height, measured from the average final grade on four sides of the structure, unless otherwise approved by the DRC.

B. Energy Infrastructure Height Exceptions

The following structures may exceed the general height limit where necessary for operational or engineering requirements:

1. Cooling Towers
2. Exhaust stacks
3. Transmission structures
4. Electrical transmission towers
5. Substation equipment structures
6. Reactor containment or turbine buildings
7. Communication towers

C. Height Review Criteria

The DRC may approve structures exceeding the standard height limit where the Applicant demonstrates that the height is necessary for operational performance, safety, or infrastructure requirements. Review considerations may include:

1. Aviation safety
2. Structural safety
3. Visual impacts
4. Lighting and marking requirements
5. Federal and State Compliance

Structures that may affect navigable airspace shall comply with applicable Federal Aviation Administration notification and review requirements.

4.09 Landscaping Requirements

Landscaping within the Project Area shall be designed to enhance site appearance, control erosion, and provide buffering where appropriate while recognizing the operational needs of energy and industrial facilities.

Landscaping requirements may be reduced within Advanced Manufacturing areas, Energy Generation Facilities, heavy industrial area or infrastructure areas where vegetation could interfere with equipment, utilities, or maintenance operations.

Landscaping may be required along public roadways, mixed-use areas, and employee-accessible areas where determined to be appropriate by the DRC.

4.10 Infrastructure Corridors

Major infrastructure systems shall be located within designated Infrastructure Corridors established by the MDP.

Infrastructure corridors may include:

- A. High-voltage electrical transmission lines
- B. Natural gas pipelines
- C. Cooling water pipelines
- D. Telecommunications infrastructure
- E. Fiber optic networks
- F. Utility tunnels or conduits

Corridor Width

Typical infrastructure corridor widths shall be:

Infrastructure Type	Minimum Corridor Width
Transmission Corridor	150–400 feet
Utility Corridor	40–120 feet
Pipeline Corridor	50–150 feet

The Executive Director may modify corridor widths based on engineering analysis and recommendation of the MIDA Engineer.

4.11 Building Placement within the ET Zone

Buildings shall be located to ensure compatibility with surrounding infrastructure systems and operational safety.

- A. Building placement shall consider:
 - 1. Utility corridors
 - 2. Transmission corridors
 - 3. Security perimeters
 - 4. Fire protection access
 - 5. Equipment staging areas
 - 6. Cooling infrastructure systems
- B. Data center buildings shall be oriented to facilitate:
 - 1. electrical interconnection infrastructure
 - 2. cooling infrastructure systems
 - 3. service vehicle circulation

4.12 Security Perimeters within the ET Zone

Critical infrastructure facilities shall maintain controlled security perimeters.

- A. Security perimeters may include, but are not limited to:
 - 1. Fencing systems
 - 2. Vehicle barriers
 - 3. Controlled access points
 - 4. Surveillance systems
 - 5. Buffer areas
- B. Minimum security setbacks may be required for
 - 1. Substations
 - 2. Switching yards
 - 3. Energy Generation Facilities
 - 4. Energy storage facilities

5. Data Center Campuses
6. Hyperscale Data Centers

4.13 Buffers

Buffers may be required to separate ET Zone infrastructure from development in other Zones.

- A. Buffers may consist of:
 1. Landscaped berms
 2. Security fencing
 3. Open space corridors
 4. Utility corridors
- B. Minimum buffers may be required between:
 1. Energy Generation Facilities and other uses
 2. Substations and MU Zones or public access areas
 3. Energy storage systems and occupied structures

4.14 Equipment Yards and Industrial Facilities in ET Zones

Equipment yards associated with ET Zone facilities shall be designed to accommodate large equipment installation and maintenance.

- A. Equipment yard requirements may:
 1. Adequate crane access
 2. Heavy equipment transport access
 3. Adequate turning radii
 4. structural pavement design
- B. Equipment yards may accommodate:
 1. Turbines
 2. Generators
 3. Transformers
 4. Cooling Towers
 5. Electrical equipment

Outdoor equipment storage shall be screened when visible from public roadways unless operational safety requires otherwise.

4.15 Emergency Access

All development shall provide adequate emergency access.

- A. Emergency access routes shall:
 1. Provide access to all buildings and equipment areas
 2. Support fire apparatus access
 3. Support heavy equipment emergency response
 4. comply with fire code access requirements

Minimum roadway widths for emergency access shall comply with those set forth in these Standards.

4.16 Cooling Infrastructure within the ET Zone

Uses within the ET Zone may require large-scale cooling infrastructure.

- A. Cooling infrastructure may include:
 1. Cooling Towers
 2. Cooling water pipelines
 3. Cooling ponds
 4. heat rejection systems

Cooling infrastructure shall be designed to avoid conflicts with utility corridors and transportation infrastructure and shall comply with the requirements of these Standards.

4.17 Heavy Equipment Transport

Facilities requiring transport of oversized equipment shall provide access to designated Heavy Haul Routes.

- A. Heavy haul routes shall comply with Chapter 7 Roadway Standards and the following minimum standards

Requirement	Standard
-------------	----------

Lane width	14–18 ft
Turning radius	150–250 ft
Pavement thickness	heavy industrial
Bridge load rating	≥500k lbs

4.18 Outdoor Storage

Outdoor storage areas shall be located and screened to minimize visual impacts where feasible.

A. Outdoor storage may include:

1. Construction materials
2. Equipment staging areas
3. Fuel storage tanks
4. backup generator systems

All fuel storage shall comply with all applicable state fire and safety regulations.

4.19 Stormwater Management

Stormwater systems shall be designed to prevent flooding, protect infrastructure systems, and maintain water quality and shall comply with the standards established in Chapter 8 of these Standards

4.20 Future Expansion in ET Zone

Facilities shall be designed where feasible to accommodate future expansion.

A. Expansion planning shall consider:

1. Utility capacity
2. Infrastructure corridors
3. Equipment staging areas
4. Transportation access

4.21 Transmission Corridor Protection

Electrical Transmission Infrastructure serving Energy Generation Facilities, substations, or Data Center Campuses require adequate protection from encroachment by incompatible land uses.

A. Transmission Corridors.

High-voltage transmission lines shall be located within designated transmission corridors or utility corridors identified in the MDP.

B. Development Restrictions

Buildings and permanent structures shall not be located within designated transmission corridors unless approved by the applicable transmission operator and the Executive Director.

C. Safety Setbacks

The Executive Director may require additional setbacks from Transmission Infrastructure to ensure public safety, operational reliability, and maintenance access.

D. Coordination With Utilities

Development located near Transmission Infrastructure shall coordinate with the applicable electrical utility or transmission operator to ensure compliance with safety and operational requirements.

Transmission Corridor Setbacks:

Voltage	Corridor
138 kV	100–150 ft
230 kV	150–250 ft
345 kV	200–400 ft

4.22 Lighting Design Standards

A. Objective: The objective of these standards is to accommodate 24/7 operations while also reducing light pollution, glare, and lowering light levels that are generated from light sources within the Project Area. Consistent with the adopted MIDA Project Area Lighting Zone Map, these requirements are intended to protect the health and welfare of all persons within the Project Area, prevent inappropriate and poorly installed outdoor lighting, reduce lighting conflicts between property owners, prevent the increase of potentially harmful sky glow, and preserve the naturally dark sky for the benefit of residents, workers, wildlife, and the environment.

a. Key considerations in applying these Standards include:

- i. Outdoor uses of Artificial Light At Night (“ALAN”) often include inappropriate and bright sources of light that cause an unsafe reduction in human visual performance.
- ii. Excessive, unnecessary, and misdirected ALAN contributes to Light Pollution and wastes energy resources that would, if corrected, generate tangible cost savings.
- iii. Increased use of ALAN contributes to an escalation of Light Pollution, thus increasing the brightness of the night sky by 10% annually and rendering the current night sky orders of magnitude (often hundreds of times) brighter than the natural and original sky background.
- iv. Light Pollution from ALAN is known to cause adverse effects on the health and well-being of birds, wildlife, nocturnal ecosystems, vegetation, and under certain circumstances, human health.
- v. The Five Principles for Responsible Outdoor Lighting:
 - i. Useful: Use light only if it is needed.
 - ii. Targeted: Direct light so it falls only where it is needed.
 - iii. Low Level: Light should be no brighter than necessary.
 - iv. Controlled: Use light only when it is needed.
 - v. Color: Use warmer color lights where possible.

B. Terms and Definitions

The following are terms and definitions used in this section:

ANSI – American National Standards Institute.

ANSI/IES Lighting Standards: Applicable outdoor lighting standards and metrics include but are not limited to:

- a. RP-2: outdoor retail spaces
- b. RP-6: outdoor sports and recreational areas
- c. RP-7: outdoor industrial areas
- d. RP-8: roadway and parking facilities
- e. RP-40: port terminals
- f. RP-43: outdoor pedestrian areas

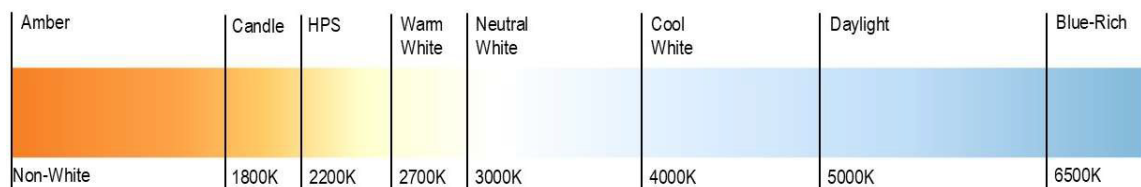
ALAN (artificial light at night): Light that is created from human technology, rather than a naturally occurring process. Also known as anthropogenic lighting.

Backlight: For an exterior Luminaire, Lumens emitted in the quarter sphere below horizontal and in the opposite direction of the intended orientation of the Luminaire. For Luminaires with symmetric distribution, Backlight will be the same as front light.

BUG: A Luminaire classification system that classifies Backlight (B), Uplight (U), and Glare (G).

Candela (cd): The unit of measure for luminous intensity.

CCT (correlated color temperature): The measured color appearance of light emitted by a light source described using a nominal value stated in kelvins (K). Lower CCTs (1800 K to 2200 K) appear very warm or amber. Medium CCTs (2700 K to 3000 K) appear “warm white,” similar to standard incandescent bulbs. High CCTs (4000 K and higher) appear “cool white” or “blue.”



Curfew: A time defined by the authority when outdoor lighting is reduced or extinguished.

Footcandle: The unit of measure expressing the quantity of light received on a surface. One footcandle is the Illuminance produced by a candle on a surface one foot square from a distance of one foot.

Fully Shielded: A Luminaire designed or shielded in such a manner that no light is emitted, either directly or indirectly, at or above a horizontal plane running through the lowest light-emitting part of the Luminaire.

Glare: Lighting entering the eye directly from Luminaires or indirectly from reflective surfaces that causes visual discomfort or reduce visibility.

IDA: International Dark-Sky Association

IES (Illuminating Engineering Society): An ANSI-recognized Standards Development Organization.

Illuminance: Measured in LUX or Footcandles, the total Luminous Flux incident at a point on a surface.

LCS Zones: The zones described in the IES Luminaire Classification System.

LED: Light emitting diode.

Light Level: The maintained Luminance or Illuminance value.

Light Pollution: ALAN traveling into areas where it is not needed or wanted. This can be in the form of Light Trespass, Glare, or atmospheric Sky Glow.

Light Trespass: ALAN illuminating past property lines without permission. Unless specified otherwise, light trespass limits are measured at any location along a property line both horizontally at the ground plane facing upward and vertically at 1.5 meters (5ft) above grade with the meter aimed toward the light source in question.

Lighting Zones: A mapping system describing the luminous environment and related lighting conditions based on land uses and expected tasks. These range from natural and intrinsically dark zones to very bright zones. May be abbreviated as "LZ." The Lighting Zones are adopted from the Dark Sky International/Illuminating Engineering Society Model Lighting Ordinance dated June 15, 2011.

Lumen (lm): A unit of measure of the *Luminous Flux* of a light source.

Luminaire: A complete lighting unit, including the light source, housing, optics, electronics, and other necessary components for the purpose of providing outdoor illumination. The plural is Luminaires.

Luminance: The intensity of light emitted from a surface per unit area in a given direction.

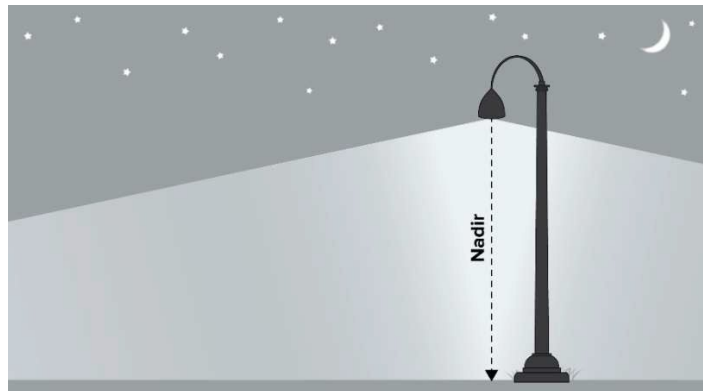
Luminous Flux: A measure of the power of visible light produced by a light source, measured in lumens.

Lux (lx): The SI (International System of Units) metric system unit of measure for *Illuminance*.

MIDA Project Area Lighting Zone Map: A map approved by the Project Area Director that outlines the boundaries of the Lighting Zones within the Project Area. Areas shall be categorized and added to the Map at the time the MDP for the property being developed is adopted.

Mounting Height: The height of the photometric center of a luminaire above grade level.

Nadir: A downward vertical vector directly beneath a luminaire, opposite to zenith.



Nighttime Hours: The time between 10:00 PM and sunrise, or 7:00 AM (whichever comes earlier).

Non-essential: Lighting that is not directly associated with the physical safety of motor vehicle and pedestrian threats, including but not limited to: landscape lighting, illuminated signage or advertising after business hours, façade lighting, vacant sports fields, and seasonal lighting.

Seasonal Lighting: Outdoor or site lighting that is portable, temporary, decorative, and used in connection with holidays and traditions. This includes but is not limited to string lighting, icicle lighting, and lighted inflatables, none of which are intended for general illumination.

Security Lighting: Illumination used specifically to protect people, property, and infrastructure from criminal threat.

Shielding: A Luminaire design, optical intervention, or physical accessory (such as a louver) preventing light emission from traveling into a particular area, angle, or region.

Sign Copy: The area of a sign occupied by letters, numbers, graphics, or other content intended to inform, direct, or otherwise transmit information.

Sky Glow: The brightening of the nighttime sky that results from scattering and reflection of artificial light by moisture and dust particles in the atmosphere. Sky glow is caused by light directed or reflected upwards or sideways and reduces one's ability to view the night sky.

Uplight: For an exterior luminaire, flux radiated in the hemisphere at or above the horizontal plane.

Vertical Illuminance: Illuminance measured or calculated in a plane perpendicular to the site boundary or property line.

A. Applicability

1. This Standard applies to all sources of outdoor lighting installed or replaced within the MIDA Control Area. This includes, but is not limited to, permitted development and construction projects involving homes, dwellings, roadways, public right-of-way, signage, buildings, facilities, properties, landscape, parking lots, hardscape, non-habitable structures, and monuments.
2. Lighting plans and installations which have been submitted and approved via an approved Site Plan or Building Permit prior to the adoption of these Standards on (insert the adoption date of these lighting standards) and not meeting the requirements of these Standards shall be considered legal and repairable but non-conforming. All non-conforming Luminaires may continue to be used and maintained until one of the following occurs:
 - a. When a new Site Plan is approved for the property, at which time all outdoor lighting on the property shall meet the requirements of these Standards before the new use commences.

- b. When a property is permitted for exterior remodeling work or permitted for tenant improvements which include changes or additions to the outdoor lighting or when exterior fixtures are replaced.
- B. Exemptions From Lighting Standards
1. Lawful: Lighting requirements mandated by a legal jurisdiction with broader authority (e.g., federal or state) than MIDA, including but not limited to:
 - a. Navigational lighting systems regulated by the Federal Aviation Administration.
 - b. Any contradictory provision of the Utah State Construction Code, Utah Department of Transportation illumination requirements, or applicable health code.
 - c. Lighting for worker safety as mandated by the Occupational Safety and Health Administration.
 2. Safety: Luminaires installed for the benefit of public safety, including but not limited to:
 - a. Security Lighting as determined by a government public safety agency with jurisdiction within the MIDA Project Area.
 3. Permitted: Temporary lighting approved and permitted by MIDA for Special Events, festivals, and community benefit, provided the permitted lighting still meets light trespass requirements and does not add further disruption to ecological migration or habitat.
 - a. Traffic control signals and devices, including changeable copy message boards used for traffic control purposes.
 - b. Temporary emergency lighting in use by law enforcement or government agencies, or at their direction.
 - c. Temporary construction lighting, subject to the curfew set forth in Section 4.06(F)(5) of these Standards, except as otherwise explicitly permitted pursuant to the terms of the applicable construction permit.
 - d. The lighting of flags, including but not limited to Federal, State or military flags; provided, that the light is a narrow beam aimed and shielded to illuminate only the flag. Flag lighting should use appropriate illumination levels to light the flag, while at the same time fulfilling the purposes of this section. Flags on poles over 20 feet above ground level shall be illuminated only from above. This may be achieved by utilizing a luminaire attached to the top of the flagpole. The

luminaire shall comply with all provisions of these Standards and the total output from any luminaire mounted on top of a flagpole shall not exceed 800 lumens.

- e. Temporary construction, emergency, or MIDA-permitted special-event lighting (subject to curfew and trespass limits).
- f. ET ZONE 24/7 essential security and operational lighting (perimeter, access control) that has been approved as part of the Site Plan for the Property and meets all shielding, trespass, and lumen limits.

C. Prohibitions

1. ALAN must not interfere with the safe movement of motor vehicles. Any lighting that distracts or disables the vision of a motor vehicle operator (e.g., excessively bright or rapid blinking, flashing, and/or motion video) or contributes to traffic control confusion (e.g., sources resembling or imitating traffic or railroad signals) is prohibited.
2. Beacons and searchlights, except for emergency use by authorized first responders.
3. Uplighting of any type including by not limited to lighting which is used to illuminate building or other structures, except as may be otherwise authorized in these Standards.

D. Outdoor Lighting Requirements

All outdoor lighting proposed within the project area shall follow a consistent, transparent, and technically sound design process to ensure full compliance with these Standards

1. Legal: All outdoor Luminaires and Luminaire installations shall comply with federal and state law; and these Standards; applicable energy and building codes; product safety labeling; and shall be subject to the appropriate permit and inspection requirements thereof.
2. Light Level: Lighting installed for an outdoor use shall follow the MIDA Project Lighting Zones. See Section I for the MIDA Project Area Lighting Zone Map and Section J for applicable Lighting Zone Tables.
 - a. Dimmable modules are approved to meet light levels and still offer the ability to increase light levels in an emergency situation.
 - b. Lights that are clustered must meet the required light level and trespass guidelines outlined within this section.
3. Distribution: Unless otherwise specified in this section, Luminaires shall be Fully Shielded) and full cut-off (see Section N – Full Cut-Off Examples).

- a. Exceptions:
 - i. Directional Luminaires used for façade illumination which are shielded and aimed to hit their target such that the light is contained by architectural elements, and ensure compliance with trespass limitations as outlined within these Standards.
- 4. Trespass: Unless otherwise specified in this section, Light Trespass shall meet the following:
 - a. Luminaire light sources shall not be visible from federal or state designated wilderness, or habitat and Light Trespass shall measure no greater than 0.1 Lux.
 - b. All outdoor light fixtures, including security lighting, and outdoor seasonal lights, shall be aimed and shielded so that illumination shall be confined to the property boundaries where the source is located.
 - c. Light Trespass onto commercial property from commercial property is allowed in LZ1 and LZ2 zones, but shall not measure greater than 1 Lux.
- E. Curfew: Non-essential outdoor lighting, including but not limited to landscape and decorative lighting elements, shall be extinguished during Nighttime Hours. Non-essential outdoor lighting that is intended to be illuminated during Nighttime Hours may be approved on a temporary basis as part of a Special Event permit or may be approved by the DRC as a Conditional Use.
- F. Controls: Luminaires activated by motion detection shall automatically turn off or return to their dimmed state no more than 5 minutes after activity is no longer detected.
- G. Spectrum: Unless otherwise specified in this ordinance, the maximum allowable correlated color temperature (CCT) for outdoor Luminaires is 3000 K.
 - a. Exception: CCT exemptions are allowed if a public safety need is documented.
- H. Residential Luminaire Criteria:
 - a. Output: Luminaire total light output shall not exceed 1,000 lumens.
 - b. Uplight: No more than 50 lumens are allowed between 90 and 180 degrees above Nadir (i.e., LCS zones UL and UH combined). The light source shall not be

visible from the horizontal plane that passes through the lowest light-emitting part of the Luminaire.

- c. CCT: The light source CCT shall not exceed nominal 3000 K.
- d. Dimming: The Luminaire shall be dimmable to 10% or less of its full light output rating.

I. Commercial Luminaire Criteria:

- a. Uplight: The following are maximum percentages of total Luminaire Lumens, or maximum Lumen amounts, allowed between 90 and 180 degrees above Nadir, inclusive (i.e., LCS zones UL and UH combined):
 - i. Luminaires emitting 1,000 lumens or less: A maximum of 5 Lumens total is allowed.
 - ii. Luminaires emitting more than 1,000 lumens: No more than 0.5% of the total Luminaire Lumen output is allowed, up to a maximum of 50 Lumens.
- b. High angle light: For Luminaires whose lowest light emitting surface is more than 4 feet above the ground the following maximum percentages of total Luminaire Lumens are allowed between 80 degrees and 90 degrees from Nadir (i.e., LCS zones FVH and BVH combined):
 - i. Luminaires with a Type V or Type VS light distribution: No more than 5% of the total Luminaire Lumen output is allowed.
 - ii. Luminaires with all other distribution types: No more than 3% of the Luminaire's total Lumen output is allowed.

J. Height of Luminaires:

- a. Pole mounted: The maximum mounting height of Luminaires shall be fourteen (14) feet from finished grade, unless the DRC or MIDA Board requires a lower height as part of the project approval.
- b. Right-of-Way: Luminaires shall be mounted at the lowest practical height that ensures roadway, pedestrian, and bicycle safety while maintaining compliance

with the requirements of these Standards. Heights shall be appropriate for the roadway classification, context, and designated Lighting Zone as shown on the Project Area Lighting Zone Map (Section 4.22(I) of these Standards). All Luminaires shall be fully shielded and mounted so that the optical center of the fixture does not exceed the height required for uniform illumination and dark sky performance.

- c. Parking Lot: The maximum mounting height of Luminaires shall be twenty (20) feet from finished grade, unless the DRC or MIDA Board requires a lower height as part of the project approval.
- d. Non-pole mounted: Outdoor Luminaires installed on commercial and residential development sites in the MU and A Zones shall be mounted at the lowest height necessary to meet functional, safety, and security needs while maintaining compliance with the requirements of these Standards. Heights shall correlate with the applicable Lighting Zone as shown on the Project Area Lighting Zone Map, with more restrictive limits applied in lower-intensity zones. All Luminaires shall be fully shielded and mounted so that the optical center of the fixture does not exceed the height required for uniform illumination and dark sky performance.

G. Parking Lot Lighting

All exterior lighting within parking areas shall comply with the requirements of this section 4.22 and be consistent with Lighting Zones of the MIDA Project Area Lighting Zone Map . All lighting must demonstrate full compliance with the applicable zone limitations on total Lumens, Uplight, Glare, and spectral output. Luminaires shall be full-cutoff (zero Uplight) and meet current IDA Luminaire recommendations, including applicable CCT limits, BUG ratings, and shielding criteria.

H. Sign Lighting

Signs may be unlighted, lighted externally, lighted internally or back-lit, but in any case must meet the requirements of this section and be consistent with the MIDA Project Area Zone Map . Internally illuminated signs shall use semi-opaque materials for sign copy such the the light emanating from the sign is diffused. Transparent or clear materials are not allowed for sign copy.

Pure white materials are permitted for copy and logo portions of the sign, but are prohibited for any other portion of the sign. Sign backgrounds shall be made of completely opaque material. All sign lighting must be designed, directed, and shielded in such a manner that the light source is not visible beyond the property boundaries where the sign is located. Lighting for signs must be directed such that only the sign face is illuminated. All lighting for signs must have stationary and constant lighting. Electronic Message signs and Variable Message Signs are prohibited, except for traffic control message signs as described in Section D(5) above, and informational signs related to parking or operational signs within ET Zones.

1. Externally Illuminated Signs:

- a. Lighting for externally illuminated signs must be aimed and shielded so that light is directed only onto the sign face and does not trespass onto adjacent streets, roads, or into the night sky.
- b. Lighting for externally illuminated signs must be mounted at the top of the sign (or within a reasonable distance of the top of a building-mounted sign as determined by the size and location of the sign) and directed downward, including free-standing monument-style signs.

2. Standards for Internally-Illuminated Signs – Lighting is visible on both sides of the sign:

- a. Only sign copy areas and logos may be illuminated on an internally-illuminated sign.
- b. Internally-illuminated signs shall use semi-opaque materials for sign copy such that the light emanating from the sign is diffused. Transparent or clear materials are not allowed for sign copy. Non-copy portions of the sign (e.g., background and graphics) shall be made of completely opaque materials.

3. Standards for Back-Lit Signs – Only one side of the Sign is lit:

- a. Back-lit signs shall be designed such that the light source is not visible.
- b. Back-lit signs shall be designed such that harsh, direct illumination does not emanate out of the sign. Rather, the back-lighting shall only allow indirect illumination to emanate from the sign. For example, signs that create a “halo” effect around the sign copy are allowed.

4. Landscape Lighting

Landscape lighting, including decorative lighting in trees and vegetation, and festoon lighting, is permitted in plazas, walkways, and public areas for safety and to enhance the patron's nighttime experience as long the lighting is consistent with the MIDA Project Area Lighting Zone Map. Along pathways and sidewalks (where practical), foot lighting shall be utilized in lieu of light poles. Landscape Luminaires shall be concealed within the landscaping in a manner that allows the lighting to blend in and create a natural feel, whether in the day or night. All landscape lighting shall be full cut-off directing the light downward (see Section M – Full Cut-Off Fixture Examples).

J. Permitting

1. Submittal: Whenever a Site Plan, Infrastructure Permit, or building permit is submitted to MIDA for review under these Standards, an outdoor lighting plan must be submitted, or previously approved, that is applicable to the subject of the Site Plan review, Infrastructure Permit review or building permit review. A preliminary outdoor lighting plan may be submitted at Site Plan and then finalized before the issuance of a Building Permit for a structure or an Infrastructure Permit for site infrastructure improvements, as may be applicable.
 - a. Calculation Method: The outdoor lighting plan shall include:
 - i. Luminaire identification (model number) or equal equivalent, installation locations, mounting heights, targeted directions, buildings, and other physical objects within the site that could affect the lighting outcome.
 - ii. Site plan and Illuminance calculation plots demonstrating conformance with these Standards, including, but not limited to the sports lighting luminous-intensity Light Trespass limit.
2. Review: Review of the lighting plan shall be part of the standard review for, as applicable, a Site Plan, Infrastructure Permit, and building permit as those reviews are described in Chapter 2 of these Standards. The reviewers shall have the authority to refer an application to the MIDA Project Area lighting standards compliance consulting engineer.

3. Appeals: Any appeals related to decisions regarding outdoor lighting shall be made as part of the review processes described in the Site Plan, Infrastructure Permit or building permit sections set forth in Chapter 2 of these Standards.

MIDA Stratos Project Area Lighting Zone Map

Lighting Zone (LZ) Guidelines

LZ0: No Ambient Lighting
Areas where the natural environment will be seriously and adversely affected by lighting. Impacts include disturbing the biological cycles of flora and fauna and/or detracting from human enjoyment and appreciation of the natural environment. Human activity is subordinate in importance to nature. The vision of human residents and users is adapted to the darkness, and they expect to see little or no lighting. When not needed, lighting should be extinguished.
LZ1: Low Ambient Lighting
Areas where lighting might adversely affect flora and fauna or disturb the character of the area. The vision of human residents and users is adapted to low light levels. Lighting may be used for safety and convenience but is not necessarily uniform or continuous. After curfew, most lighting should be extinguished or reduced as activity levels decline.
LZ2: Moderate Ambient Lighting
Areas of human activity where the vision of human residents and users is adapted to moderate light levels. Lighting may typically be used for safety and convenience but it is not necessarily uniform or continuous. After curfew, lighting may be extinguished or reduced as activity levels decline.
LZ3: Moderately High Ambient Lighting
Areas of human activity where the vision of human residents and users is adapted to moderately high light levels. Lighting is generally desired for safety, security and/or convenience and it is often uniform

and/or continuous. After curfew, lighting may be extinguished or reduced in most areas as activity levels decline.

LZ4: High Ambient Lighting

Areas of human activity where the vision of human residents and users is adapted to high light levels. Lighting is generally considered necessary for safety, security and/or convenience and it is mostly

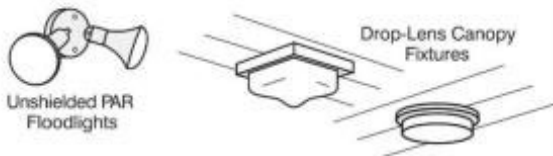
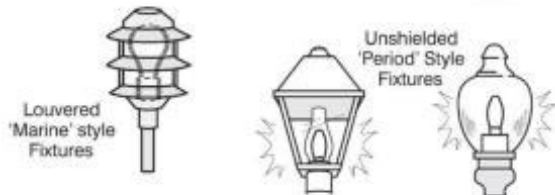
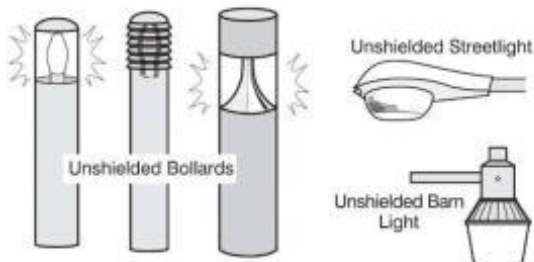
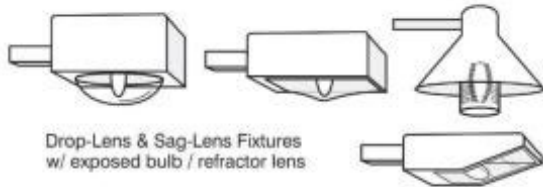
uniform and/or continuous. After curfew, lighting may be extinguished or reduced in some areas as activity levels decline.

Full Cut-off Fixture Examples

Examples of Acceptable / Unacceptable Lighting Fixtures

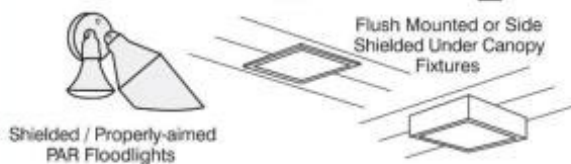
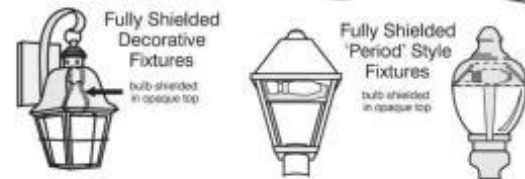
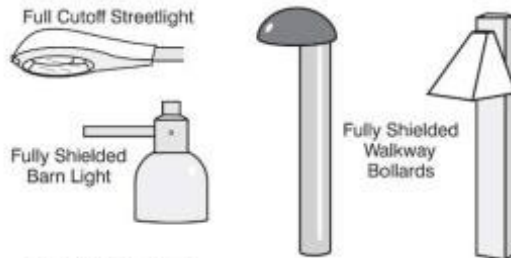
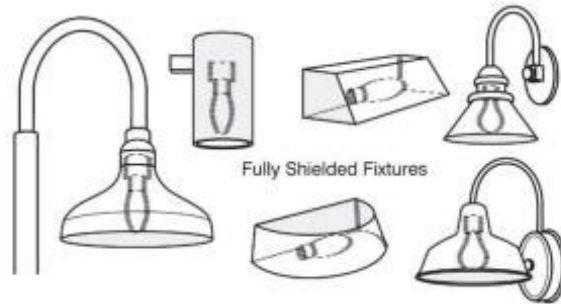
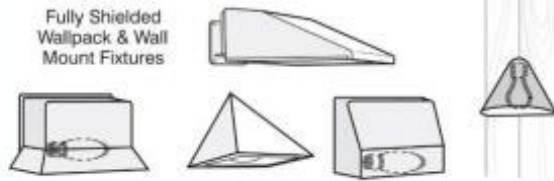
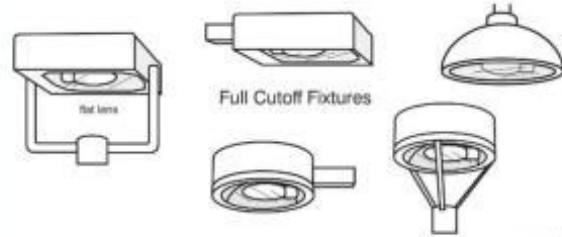
Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Lighting Zone Tables

Table A – Allowed Total Initial Luminaire Lumens Per Site for Non-residential Outdoor Lighting, Per Parking Space Method

May only be applied to properties up to 10 parking spaces (including handicapped accessible spaces).

LZ-0	LZ-1	LZ-2	LZ-3	LZ-4
350 lms/space	490 lms/space	630 lms/space	840 lms/space	1,050 lms/space

Table B – Allowed Total Initial Luminaire Lumens Per Site for Non-residential Outdoor Lighting, Hardscape Area Method

LZ-0	LZ-1	LZ-2	LZ-3	LZ-4
Base Allowance				
0.5 lumens per SF of Hardscape	1.25 lumens per SF of Hardscape	2.5 lumens per SF of Hardscape	5.0 lumens per SF of Hardscape	7.5 lumens per SF of Hardscape

May be used for any project. When lighting intersections of site drives and public streets or road, a total of 600 square feet for each intersection may be added to the actual site hardscape area to provide for intersection lighting.

Table B – Lumen Allowances, in Addition to Base Allowance

	LZ 0	LZ 1	LZ 2	LZ 3	LZ 4
Additional allowances for sales and service facilities. No more than two additional allowances per site, Use it or Lose it.					
Outdoor Sales Lots. This allowance is lumens per square foot of uncovered sales lots used exclusively for the display of vehicles or other merchandise for sale, and may not include driveways, parking or other non sales areas. To use this allowance, luminaires must be within 2 mounting heights of sales lot area.	0	4 lumens per square foot	8 lumens per square foot	16 lumens per square foot	16 lumens per square foot
Outdoor Sales Frontage. This allowance is for lineal feet of sales frontage immediately adjacent to the principal viewing location(s) and unobstructed for its viewing length. A corner sales lot may include two adjacent sides provided that a different principal viewing location exists for each side. In order to use this allowance, luminaires must be located between the principal viewing location and the frontage outdoor sales area	0	0	1,000 per LF	1,500 per LF	2,000 per LF
Drive Up Windows. In order to use this allowance, luminaires must be within 20 feet horizontal distance of the center of the window.	0	2,000 lumens per drive-up window	4,000 lumens per drive-up window	8,000 lumens per drive-up window	8,000 lumens per drive-up window
Vehicle Service Station. This allowance is lumens per installed fuel pump.	0	4,000 lumens per pump (based on 5 fc horiz)	8,000 lumens per pump (based on 10 fc horiz)	16,000 lumens per pump (based on 20 fc horiz)	24,000 lumens per pump (based on 20 fc horiz)

Tables C – Maximum Allowable Backlight, Uplight and Glare (BUG) Ratings

May be used for any project. A luminaire may be used if it is rated for the lighting zone of the site or lower in number for all ratings B, U and G. Luminaires equipped with adjustable mounting devices permitting alteration of luminaire aiming in the field shall not be permitted.

Table C-1 – Maximum Allowable Backlight (BUG) Ratings

TABLE C-1	Lighting Zone 0	Lighting Zone 1	Lighting Zone 2	Lighting Zone 3	Lighting Zone 4
Allowed Backlight Rating*					
Greater than 2 mounting heights from property line	B1	B3	B4	B5	B5
1 to less than 2 mounting heights from property line and ideally oriented**	B1	B2	B3	B4	B4
0.5 to 1 mounting heights from property line and ideally oriented**	B0	B1	B2	B3	B3
Less than 0.5 mounting height to property line and properly oriented**	B0	B0	B0	B1	B2

* For property lines that abut public walkways, bikeways, plazas, and parking lots, the property line may be considered 5 feet beyond the actual property line for purpose of determining compliance with this section. For property lines that abut public roadways and public transit corridors, the property line may be considered to be the center-line of the public roadway or public transit corridor for the purpose of determining compliance with this section. NOTE: This adjustment is relative to Table C-1 and C-3 only and shall not be used to increase the lighting area of the site.

** To be considered ‘ideally oriented’, the luminaire must be mounted with the backlight portion of the light output oriented perpendicular and towards the property line of concern.

Table C-2 – Maximum Allowable Uplight (BUG) Ratings

TABLE C-2	Lighting Zone 0	Lighting Zone 1	Lighting Zone 2	Lighting Zone 3	Lighting Zone 4
Allowed Uplight Rating	U0	U1	U2	U3	U4
Allowed % light emission above 90° for street or Area lighting	0%	0%	0%	0%	0%

Table C-3 – Maximum Allowable Glare (BUG) Ratings

TABLE C-3	Lighting Zone 0	Lighting Zone 1	Lighting Zone 2	Lighting Zone 3	Lighting Zone 4
Allowed Glare Rating	G0	G1	G2	G3	G4
Any luminaire not ideally oriented*** with 1 to less than 2 mounting heights to any property line of concern	G0	G0	G1	G1	G2
Any luminaire not ideally oriented*** with 0.5 to 1 mounting heights to any property line of concern	G0	G0	G0	G1	G1
Any luminaire not ideally oriented*** with less than 0.5 mounting heights to any property line of concern	G0	G0	G0	G0	G1

*** Any luminaire that cannot be mounted with its backlight perpendicular to any property line within 2X the mounting heights of the luminaire location shall meet the reduced Allowed Glare Rating in Table C-3.

Table D – Performance Method Allowed Total Initial Site Lumens

Lighting Zone	LZ 0	LZ 1	LZ 2	LZ 3	LZ 4
Allowed Lumens Per SF	0.5	1.25	2.5	5.0	7.5
Allowed Base Lumens Per Site	0	3,500	7,000	14,000	21,000

May be used for any project.

Table E – Performance Method Additional Initial Luminaire Lumen Allowances

All of the following are “use it or lose it” allowances. All area and distance measurements in plan view unless otherwise noted.

Lighting Application	LZ 0	LZ 1	LZ 2	LZ 3	LZ 4
Additional Lumens Allowances for All Buildings except service stations and outdoor sales facilities. A MAXIMUM OF THREE (3) ALLOWANCES ARE PERMITTED. THESE ALLOWANCES ARE “USE IT OR LOSE IT”.					
Building Entrances or Exits. This allowance is per door. In order to use this allowance, luminaires must be within 20 feet of the door.	400	1,000	2,000	4,000	6,000
Building Facades. This allowance is lumens per unit area of building façade that are illuminated. To use this allowance, luminaires must be aimed at the façade and capable of illuminating it without obstruction.	0	0	8/SF	16/SF	24/SF

Table E – Performance Method Additional Initial Luminaire Lumen Allowances (cont.)

Lighting Application	LZ 0	LZ 1	LZ 2	LZ 3	LZ 4
Sales or Non-sales Canopies. This allowance is lumens per unit area for the total area within the drip line of the canopy. In order to qualify for this allowance, luminaires must be located under the canopy.	0	3/SF	6/SF	12/SF	18/SF
Guard Stations. This allowance is lumens per unit area of guardhouse plus 2000 sf per vehicle lane. In order to use this allowance, luminaires must be within 2 mounting heights of a vehicle lane or the guardhouse.	0	6/SF	12/SF	24/SF	36/SF
Outdoor Dining. This allowance is lumens per unit area for the total illuminated hardscape of outdoor dining. In order to use this allowance, luminaires must be within 2 mounting heights of the hardscape area of outdoor dining	0	1/SF	5/SF	10/SF	15/SF
Drive Up Windows. This allowance is lumens per window. In order to use this allowance, luminaires must be within 20 feet of the center of the window.	0	2,000 lumens per drive-up window	4,000 lumens per drive-up window	8,000 lumens per drive-up window	8,000 lumens per drive-up window
Additional Lumens Allowances for Service Stations only. Service stations may not use any other additional allowances.					
Vehicle Service Station Hardscape. This allowance is lumens per unit area for the total illuminated hardscape area less area of buildings, area under canopies, area off property, or areas obstructed by signs or structures. In order to use this allowance, luminaires must be illuminating the hardscape area and must not be within a building, below a canopy, beyond property lines, or obstructed by a sign or other structure.	0	4/SF	8/SF	16/SF	24/SF

Table E – Performance Method Additional Initial Luminaire Lumen Allowances (cont.)

Lighting Application	LZ 0	LZ 1	LZ 2	LZ 3	LZ 4
Vehicle Service Station Canopies. This allowance is lumens per unit area for the total area within the drip line of the canopy. In order to use this allowance, luminaires must be located under the canopy.	0	8/SF	16/SF	32/SF	32/SF
Additional Lumens Allowances for Outdoor Sales facilities only. Outdoor Sales facilities may not use any other additional allowances. NOTICE: lighting permitted by these allowances shall employ controls extinguishing this lighting after a curfew time to be determined by the Authority.					
Outdoor Sales Lots. This allowance is lumens per square foot of uncovered sales lots used exclusively for the display of vehicles or other merchandise for sale, and may not include driveways, parking or other non sales areas and shall not exceed 25% of the total hardscape area. To use this allowance, Luminaires must be within 2 mounting heights of the sales lot area.	0	4/SF	8/SF	12/SF	18/SF
Outdoor Sales Frontage. This allowance is for lineal feet of sales frontage immediately adjacent to the principal viewing location(s) and unobstructed for its viewing length. A corner sales lot may include two adjacent sides provided that a different principal viewing location exists for each side. In order to use this allowance, luminaires must be located between the principal viewing location and the frontage outdoor sales area.	0	0	1,000/LF	1,500/LF	2,000/LF

Table F – Maximum Vertical Illuminance at any point in the plane of the property line

Lighting Zone 0	Lighting Zone 1	Lighting Zone 2	Lighting Zone 3	Lighting Zone 4
0.05 FC or 0.5 LUX	0.1 FC or 1.0 LUX	0.3 FC or 3.0 LUX	0.8 FC or 8.0 LUX	1.5 FC or 15.0 LUX

Table G – Residential Lighting Limits

Lighting Application	LZ 0	LZ 1	LZ 2	LZ 3	LZ 4
Row 1 Maximum Allowed Luminaire Lumens* for Unshielded Luminaires at one entry only	Not allowed	420 lumens	630 lumens	630 lumens	630 lumens
Row 2 Maximum Allowed Luminaire Lumens* for each Fully Shielded Luminaire	630 lumens	1,260 lumens	1,260 lumens	1,260 lumens	1,260 lumens
Row 3 Maximum Allowed Luminaire Lumens* for each Unshielded Luminaire excluding main entry	Not allowed	315 lumens	315 lumens	315 lumens	315 lumens
Row 4 Maximum Allowed Luminaire Lumens* for each Landscape Lighting	Not allowed	Not allowed	1,050 lumens	2,100 lumens	2,100 lumens
Row 5 Maximum Allowed Luminaire Lumens* for each Shielded Directional Flood Lighting	Not allowed	Not allowed	1,260 lumens	2,100 lumens	2,100 lumens
Row 6 Maximum Allowed Luminaire Lumens* for each Low Voltage Landscape Lighting	Not allowed	Not allowed	525 lumens	525 lumens	525 lumens

* Luminaire lumens equals Initial Lamp Lumens for a lamp, multiplied by the number of lamps in the luminaire.

CHAPTER FIVE — SIGNAGE

5.01 Signage Purpose and Intent

The purpose of this section is to regulate signage within the Project Area in a manner that supports wayfinding and operational identification while maintaining public safety and visual order. Signage standards are intended to accommodate uses within the ET and MU Zones.

5.02 Definitions

For purposes of this Chapter, common sign terminology shall follow standard planning and engineering definitions including monument sign, wall sign, wayfinding sign, directional sign, and temporary construction sign.

5.03 Permitted Signs

A. The following signs are permitted subject to Site Plan approval:

1. Monument signs identifying campuses, major facilities and commercial facilities
2. Wall signs mounted to buildings
3. Wayfinding and directional signage
4. Security and operational signage
5. Temporary construction signage

5.04 Sign Construction Standards

All permanent signs shall be constructed of durable materials and designed to withstand environmental exposure typical for the area and its surrounding uses.

5.05 Maintenance

All signs shall be maintained in safe condition and good repair. Damaged or deteriorated signs shall be repaired or removed.

5.06 Signs Not to Constitute a Traffic Hazard

Signs shall not obstruct visibility at intersections or create confusion with traffic control devices.

5.07 Prohibited Signs

B. The following signs are prohibited:

1. Signs creating traffic hazards or distract drivers
2. Flashing or strobe lighting unrelated to operational safety
3. Signs obstructing required sight distance at intersections or curves
4. Pole signs

5.08 Sign Approval

All permanent signage shall be reviewed as part of the Site Plan approval process.

CHAPTER SIX - ROADWAY DESIGN STANDARDS

6.01 Purpose

This Chapter establishes roadway design standards necessary to support the land uses within the Project Area.

6.02 Definitions

Roadway terminology shall follow accepted transportation engineering definitions, with deference to those found in the AASHTO and UDOT standards.

6.03 General Standards

A. All roadway design shall conform to the following as applicable:

1. American Association of State Highway and Transportation Officials (“AASHTO”) Green Book on Roadway Geometry
2. Utah Department of Transportation (“UDOT”) standard specifications and details.
3. MUTCD (11th Edition, Rev. 1, December 2025 or subsequent edition) traffic control.
4. Americans with Disabilities Act Standards + Public Right of Way Accessibility Guidelines (“PROWAG”).
5. Utah State Fire Code fire apparatus access and water supply.

6.04 Roadway Design

Roadway design shall be in compliance with the AASHTO Green Book of Roadway Geometry and the UDOT Standard Specification and Details.

6.05 Emergency Access

Landowners shall provide for the emergency access routes to be maintained throughout the Project Area.

6.06 Heavy Haul Route Design Standards

Certain facilities within the Project Area may require transportation of oversized or extremely heavy equipment including turbines, transformers, generators, reactor modules, or other large industrial components. Designated routes shall be built to accommodate delivery of oversized equipment including turbines, transformers, and other large industrial components. In addition to the minimum standards set forth in Section 4.17 of these Standards, the following standards shall apply:

- A. Designation of Heavy Haul Routes. The MDP shall identify proposed roadways as Heavy Haul Routes intended to accommodate oversized industrial equipment.
- B. Roadway Design Criteria. Heavy haul routes shall be designed to accommodate specialized transportation equipment including multi-axle transport vehicles and large component deliveries.
- C. Turning Radii. Intersections located along designated heavy haul routes shall provide adequate turning radii to accommodate oversized equipment transport vehicles.
- D. Structural Capacity. Pavement sections, bridges, and roadway structures located along heavy haul routes shall be designed to support heavy industrial loads associated with the transportation of major energy infrastructure components.
- E. Vertical Clearance. Adequate vertical clearance shall be provided along heavy haul routes to accommodate large equipment transport vehicles and loads.

CHAPTER SEVEN - UTILITY DESIGN STANDARDS

7.01 Energy Interconnection Infrastructure

Facilities requiring electrical interconnection shall coordinate with regional transmission providers.

7.02 Fire Flow Requirements

In the ET Zone, industrial fire protection systems shall be designed to provide adequate fire flow for large industrial facilities including Hyperscale Data Centers, substations, and Energy Generation Facilities.

Facility	Fire Flow
Hyperscale Data Center	6,000–8,000 gpm
Energy Generation Facilities	8,000–12,000 gpm

7.03 Water System, Treatment, Discharge and Release Control

A. Required Design Documents

1. Project Area-wide water balance (raw, potable, process, cooling, wastewater, stormwater, fire demand).
2. Treatment plant basis-of-design (influent/effluent, peaking factors, redundancy, residuals).
3. Hydraulic model for potable and fire-water systems.
4. Source development package (PER, water quality, yield, source protection).
5. Wastewater disposal/reuse decision tree.

B. Permit and Approval Matrix - Water

Permit / Approval	Trigger	Agency	Phase
Drinking Water Plan Approval	New public water system or major modification	Utah Division of Drinking Water	Pre-construction
Drinking Water Operating Permit	Before facility operation	Utah Division of Drinking Water	Pre-operations
New Source Approval / Source Protection	Wells, springs, or treatment sources	Utah Division of Drinking Water	Early development
UPDES Permit	Point-source or qualifying stormwater discharge	Utah DWQ	Pre-construction / pre-operations
Groundwater Discharge Permit	Discharge to ground water (ponds, land application)	Utah DWQ	Pre-construction

Construction Permit	Stormwater	≥ 1 acre disturbance	Utah DWQ	Pre-earthwork
401 Certification	Water Quality	Federal permit with water-quality nexus	Utah DWQ	Before federal authorization
Section 404 Permit		Dredged/fill material into waters of the U.S.	USACE	Before in-water work

C. Water Treatment and Discharge Design Principles

1. Single Project Area water quality manual.
2. Treatment trains selected against Utah standards and permit limits.
3. Release strategy for every liquid stream.
4. Emergency storage, power resilience, and alarmed diversion.
5. Operator certification and reporting requirements defined prior to mechanical completion.

CHAPTER EIGHT - ET ZONE ENERGY INFRASTRUCTURE STANDARDS

8.01 Energy Generation Facilities, Fuel Systems, Substations, and Electrical Distribution, Hyperscale Data Centers

The following standards, as applicable, apply to Energy Generation Facilities, fuel systems, substations, Hyperscale Data Centers and electrical distribution facilities

A. Core Standards

1. Utah State Construction Code
2. Utah State Fire Code
3. NESC 2023 (utility-style).
4. NFPA 70E, 110, 855, 2001.
5. ASME B31.8 (gas piping).
6. API 650 (oil storage).

8.02 Permit Matrix

The following non MIDA permits may be required, as applicable, prior to the issuance of a Letter of Completion is issued by MIDA

Permit / Control	Primary Authority	Key Trigger
Utah NSR Approval Order	Utah DAQ	≥5 tpy criteria pollutants or HAP thresholds
Title V Operating Permit	Utah DAQ	Major source
Federal Turbine NSPS/NESHAP	EPA + DAQ	Construction date & unit type
SPCC Plan	EPA	Oil storage thresholds
RMP / PSM Screening	EPA / OSHA	Regulated substances
Interconnection / NERC	Utility / NERC	BES applicability

8.03 Required Studies

- A. Generation heat-balance and emissions inventory.
- B. Full electrical system studies (load flow, short-circuit, arc-flash, coordination).
- C. Fuel-system and process-safety documentation, energy generation facilities.

CHAPTER NINE — ET ZONE/DATA CENTER CAMPUS PHASING AND INFRASTRUCTURE COORDINATION

9.01 Purpose

The purpose of this Chapter is to establish standards governing the phased development of infrastructure, Energy Generation Facilities, Data Center Campuses, Advanced Manufacturing,

and associated industrial uses within the ET ZONE. These provisions are intended to ensure that development occurs in an orderly manner and that infrastructure capacity, public safety, and operational reliability are maintained as the Energy Campus expands over time.

9.02 Development Phasing

Development within the Project Area may occur in multiple phases consistent with an approved MDP. Phasing shall be structured to ensure that necessary infrastructure systems are constructed in coordination with each phase of development.

Each phase of development shall demonstrate that:

- A. Adequate infrastructure capacity exists to support the proposed phase;
- B. Required utility systems and transportation infrastructure will be available prior to operation; and
- C. Construction activities will not impair the safe operation of existing facilities.

9.03 Infrastructure Sequencing

Infrastructure systems including roads, utilities, Transmission Infrastructure, and Cooling Water Systems shall be constructed in a sequence that supports the orderly expansion of the Energy Campus.

The Executive Director may require an infrastructure sequencing plan demonstrating the timing and coordination of major infrastructure improvements associated with each phase of development.

9.04 Grid Interconnection Coordination

Energy Generation Facilities, energy storage facilities, and large electrical loads such as Hyperscale Data Centers may coordinate electrical interconnection with the applicable regional transmission provider or electrical utility.

Applicants proposing facilities requiring electrical interconnection provide a Grid Interconnection Study that demonstrates that interconnection studies, agreements, or approvals required by the applicable transmission operator have been initiated or obtained prior to construction of such facilities.

9.05 Shared Infrastructure Systems

Where feasible, development shall utilize shared infrastructure systems including utility corridors, Cooling Water Systems, and transportation infrastructure to improve efficiency and reduce redundant infrastructure construction.

Shared infrastructure may include:

- A. Electrical Transmission Infrastructure
- B. Substations or switching yards
- C. Cooling water supply and return systems
- D. Telecommunications infrastructure
- E. Heavy haul transportation routes

9.06 Infrastructure Capacity and Expansion

Applicants proposing development phases that significantly increase infrastructure demand shall demonstrate that existing infrastructure systems have sufficient capacity or that infrastructure upgrades will be constructed to accommodate the proposed demand.

Infrastructure improvements necessary to support development phases may be constructed by developers, public entities, or through coordinated infrastructure financing mechanisms authorized under the MIDA Act.

9.07 Coordination with Public Agencies and Utilities

Development phases requiring connection to regional infrastructure systems shall coordinate with applicable public agencies, utilities, and infrastructure providers.

The Executive Director may require documentation demonstrating coordination with applicable utility providers, transmission operators, or infrastructure authorities where necessary to ensure safe and reliable operation of infrastructure systems.

9.08 Construction Coordination

Construction activities associated with development phases shall be coordinated to avoid interference with the operation of existing energy facilities, data center campuses, or critical infrastructure.

The Executive Director may require construction management plans identifying staging areas, heavy haul routes, and coordination procedures for major infrastructure construction.

9.09 Modification of Phasing Plans

Approved development phasing plans may be modified upon approval of the Executive Director, provided that such modifications do not adversely affect infrastructure capacity, operational safety, or compliance with the approved MDP.

MILITARY INSTALLATION DEVELOPMENT AUTHORITY

RESOLUTION 2026-08

A RESOLUTION OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”) APPROVING A MASTER DEVELOPMENT AGREEMENT WITH O’LEARY DIGITAL UTAH DEVELOPMENT COMPANY, LLC, FOR THE DEVELOPMENT OF THE PRIVATE PROPERTY LOCATED WITHIN THE STRATOS PROJECT AREA IN BOX ELDER COUNTY.

WHEREAS, pursuant to Utah Code Ann. Section 63H-1-101, et seq., as amended (the “MIDA Act”), MIDA is “independent, nonprofit, separate body corporate and politic, with perpetual succession and statewide jurisdiction, whose purpose is to facilitate the development of land within a project area or on military land associated with a project area;” and

WHEREAS, MIDA has adopted a final Project Area Plan for the Stratos Project Area pursuant to §§63H-1-101 et seq. Utah Code Annotated 1953, as amended (the “MIDA Act”), which will become effective upon the date and time set forth in Resolution 2026-06, by which the MIDA Board adopted the Project Area Plan; and

WHEREAS, upon its effective date and time, the Stratos Project Area in Box Elder County will include, among other real property, private property that will be developed and which will further MIDA’s mission and will support military objectives in the State of Utah and nationally; and

WHEREAS, upon the effective date and time of the Stratos Project Area Plan, MIDA and Box Elder County intend to enter into the Stratos Interlocal Cooperation Agreement with Box Elder County (the “Interlocal Agreement”), with an effective date of April 24, 2026, following all requirements of the MIDA Act and the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-101 *et seq.*, and

WHEREAS, pursuant to the terms of the Interlocal Agreement, MIDA and Wasatch County agree that the property within the Stratos Project Area in Box Elder County is subject to MIDA’s land use authority and is therefore regulated pursuant to the Stratos Development Standards and Guidelines adopted by MIDA in Resolution 2026-7; and

WHEREAS, O’Leary Digital Utah Development Company, LLC, or an affiliate, is expected to hold legal title to Phase 1 of the private property located within the Stratos Project Area, as described in the Development Agreement, in unincorporated Box Elder County (the “Private Property”), and is the “Master Developer” that will lead the

development of the Private Property; and

WHEREAS, pursuant to terms of the Stratos Development Standards, MIDA and the Master Developer have prepared a Stratos Master Development Agreement and desire to enter into this agreement to memorialize conditions and agreements between the parties, to help clarify the future development review and approval process for the Private Property being developed by the Master Developer, and to ensure that the Master Developer may proceed with development of the Private Property in accordance with the terms of the Development Agreement and the Stratos Development Standards and Guidelines; and

WHEREAS, the MIDA Board does hereby find that by entering into the Stratos Master Development Agreement, it will further MIDA's mission to promote the development of land within the Stratos Project Area, to further MIDA's military support mission and to support both state and federal military projects and objectives.

NOW, THEREFORE, BE IT RESOLVED BY THE MIDA BOARD as follows:

That the Stratos Master Development Agreement is approved in substantially final form with such changes as MIDA's Executive Director deems necessary or appropriate and in keeping with the general intent of the Agreement, and once finalized, the Executive Director is authorized to execute the Agreement on behalf of MIDA.

BE IT FURTHER RESOLVED THAT the Strato Master Development Agreement shall only become effective on or after both the date that the Private Property is acquired by O'Leary Digital Utah Development Company, LLC or its affiliate company, and after the effective date of the Stratos Project Area Plan.

PASSED AND APPROVED by the MIDA Board this 24th day of April 2026.

Military Installation Development Authority

J. Stuart Adams, Chair

Attest:

MIDA Staff

WHEN RECORDED, PLEASE RETURN TO:

Nicole Cottle
450 Simmons Way
Suite 400
Kaysville UT 84037

Tax Parcel Nos. (See Exhibit A)

(Space above for Recorder's use only)

**STRATOS PROJECT AREA
MASTER DEVELOPMENT AGREEMENT**

By and Between

O'LEARY DIGITAL UTAH DEVELOPMENT COMPANY, LLC

and

MILITARY INSTALLATION DEVELOPMENT AUTHORITY

April 24, 2026

STRATOS PROJECT AREA MASTER DEVELOPMENT AGREEMENT

THIS STRATOS PROJECT AREA MASTER DEVELOPMENT AGREEMENT (“**Agreement**”) is made and entered as of the 24th day of April 2026 (“**Effective Date**”) by and between the MILITARY INSTALLATION DEVELOPMENT AUTHORITY, a political subdivision of the State of Utah (“**MIDA**”), and O’LEARY DIGITAL UTAH DEVELOPMENT COMPANY, a Utah limited liability Company (“**Master Developer**”), The Master Developer and MIDA may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties.**”

BACKGROUND

- A. Pursuant to Utah Code Ann. §63H-1-101, *et. seq.*, as amended (the “**MIDA Act**”), MIDA is an “independent, nonprofit, separate body corporate and politic, with perpetual succession and statewide jurisdiction, whose purpose is to facilitate the development of land within a project area or on military land associated with a project area.”
- B. Pursuant to the MIDA Act, MIDA created the Stratos Project Area that includes both private land and military land located in the unincorporated area of Box Elder County and other military land associated with the Stratos Project Area. As used in this Agreement “**Project Area**” refers only to the private land portion of the Stratos Project Area. The purpose of creating the Project Area is to develop state-of-the-art energy and hyperscale data centers and advanced manufacturing facilities, as well as promoting high quality residential and commercial development (“**Development Project**”) that will provide economic benefits and opportunities to Box Elder County (“**County**”) and fund military land development and other State projects. The Master Developer is branding and marketing the Development Project as “**Wonder Valley**”.
- C. Pursuant to the MIDA Act, MIDA has “exclusive police power within a project area to the same extent as though the authority were a municipality, including the collection of regulatory fees,” and neither MIDA nor any land included in a project area is subject to “Title 17, Chapter 27a, County Land Use, Development and Management Act” (“**CLUDMA**”), nor is MIDA or any such land subject to “ordinances or regulations of a county or municipality including those relating to land use, health, business license, or franchise” (collectively referred to herein as “**MIDA’s Police Powers**”).
- D. This Agreement is contingent upon the Master Developer (or an affiliated entity) obtaining legal title to real property, for which the Master Developer is applying for a Master Development Plan approval, located in unincorporated Box Elder County, as legally described in Exhibit A and depicted on Exhibit A-1 attached hereto and on the Master Developer constructing and generating the minimum amount of energy described in this Agreement.
- E. In order to be nationally competitive and to ensure that Public Facilities are constructed by the Master Developer at no cost to Box Elder County (“**County**”), MIDA will return certain increased tax revenues resulting from the Development Project to the Master Developer as provided in this Agreement.
- F. MIDA entered into the Interlocal Cooperation Agreement with Box Elder County effective as of April 24, 2026 (the “**County Interlocal Agreement**”) following all requirements of the MIDA Act and the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-101 *et. seq.* The County Interlocal Agreement, among other things, establishes how MIDA will provide funding to the County for the provision of municipal services and for general operation of the County (“**Municipal Revenue Fund**”) and set forth how the Municipal Revenue Fund will be used by the

County. The County Interlocal Agreement is attached as **Exhibit B** hereto.

- G. This Agreement is intended to prioritize the County's receipt of the funding provided for in the County Interlocal Agreement; ensure the expected funding of both MIDA's statewide military purpose and the State's purposes; and, to provide the Master Developer with certainty as to the land uses allowed and its ability to develop in a competitive, cost-effective, and efficient manner while mitigating the impacts on the County residents and its ranching environment.
- H. Pursuant to the MIDA Act, MIDA adopted the Stratos Project Area Standards and Guidelines ("**Standards**") and in the Standards and the County Interlocal Agreement a Development Review Committee ("**DRC**") is created. The Standards sets forth the role of the DRC with respect to various land use recommendations and approvals required in connection with the development of the Project Area. The Standards are attached as **Exhibit C**.
- I. MIDA, acting pursuant to MIDA's Police Powers, and in furtherance of its land use policies, goals, objectives, and the Standards, in the exercise of its discretion, has elected to approve and enter into this Agreement with the Master Developer pertaining to the development of Wonder Valley in the Project Area.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, MIDA, the Master Developer hereby agree to the following:

TERMS AND CONDITIONS

- 1. **DEFINITIONS.** Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in the County Interlocal Agreement, the Standards, and the MIDA Act.
- 2. **TERM.** The term of this Agreement (as it may be extended hereunder, (**the "Term"**)) shall commence upon the Effective Date and continue for a period of thirty (30) years.
- 3. **VESTED RIGHTS.**
 - a. **Vested Rights; Generally.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the MIDA and Master Developer intend that this Agreement grants Master Developer all rights to develop the Project Area with the uses listed in the Standards in fulfillment of this Agreement and Applicable Law, except as specifically provided herein. The Parties intend that the rights granted to the Master Developer under this Agreement are contractual and also those rights that exist under statute, common law and at equity (collectively, the "Vested Rights").
 - b. **Reserved Legislative Powers.** Subject to the Master Developer's Vested Rights under this Agreement, nothing in this Agreement shall limit the future exercise of the police power by MIDA in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances, standards, guidelines, and regulations after the Acceptance Date of this Agreement. Notwithstanding the retained power of MIDA to enact such legislation under its police power, such legislation shall not modify Master Developer's rights 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 1980), as further clarified in Utah Code Ann. 17-27a-508, or any other exception or basis for inapplicability of the doctrine of vested rights, recognized under

state or federal law.

- c. Applicable Law. The rules, regulations, official policies, standards and specifications applicable to the development of the Project Area (the "**Applicable Law**"), including rules, regulations, official policies, standards, specifications, the Standards and other applicable MIDA ordinances, resolutions, state law, and federal law in effect as of the Effective Date. Notwithstanding the foregoing, this Agreement is also subject to MIDA's Future Laws including: (a) MIDA's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization or required to meet legitimate concerns related to public health, safety or welfare unless, and only to the extent that facts and circumstances are present which meet the exceptions to the vested rights doctrine as described in Section 3(b); (b) MIDA's Future Laws that are health and environmental standards based on MIDA's obligations to comply with Federal or State environmental laws, and only to the extent that facts and circumstances are present which meet the exceptions to the vested rights doctrine as described in Section 3(b); (c) Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by MIDA to all properties, applications and Persons similarly situated; (d) Changes to the amounts of fees (but not changes to the times provided in the Applicable Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within MIDA's jurisdiction (or a portion of the Project Area as specified in the lawfully adopted fee schedule) and which are lawfully adopted pursuant to State law.
- d. Federal Law. Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application of changes in laws, regulations, plans, or policies, to the extent that such changes are specifically mandated and required by changes in federal laws or regulations ("**Changes in the Law**") applicable to the Project Area. In the event the Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary, to comply with the Changes in the Law.
- e. Applications Under MIDA's Future Laws. Without waiving any rights granted or benefits imparted by this Agreement, Master Developer may at any time, choose to submit a Development Application for some or all of the Project Area under MIDA's Future Laws in effect at the time of a development application. Except as otherwise agreed by MIDA and the Master Developer, any development application filed for consideration under MIDA's Future Laws shall be governed by all portions of MIDA's Future Laws related to the development application. The election by Master Developer at any time to submit a development application under MIDA's Future Laws shall not be construed to prevent or limit Master Developer from submitting other development applications relying on the Applicable Laws.
- f. Exclusion from Moratoria. The Project Area shall be excluded from any moratorium adopted pursuant to Applicable Law unless such moratorium is found on the record by the MIDA Board to be necessary to avoid jeopardizing a compelling, countervailing public interest.
- g. Vesting After Term. Unless otherwise agreed by the Parties, the Master Developer vested interest(s) and right(s) set forth in this Agreement expire at the end of the Term, or upon termination of this Agreement in accordance with the terms hereof. MIDA agrees to process

complete submissions with reasonable diligence and in accordance with the Standards. Upon the expiration or termination of this Agreement, for any reason, the obligations accruing after such termination, but none of the Master Development Plans, Site Plans, Subdivision Plats, Infrastructure Construction Plans, approved licenses, approved building permits, letters of completion, or certificates of occupancy granted prior to the expiration of this Agreement may be rescinded or limited in any manner due to the expiration or termination of this Agreement. Easements, maintenance requirements, infrastructure improvement obligations, or other agreements intended to run with the land, including obligations that were based upon the approvals granted pursuant to this Agreement or Applicable Law, shall not expire upon expiration or termination of this Agreement.

h. Master Developer's Vesting and Approval Rights Over Certain Development.

- i. MIDA acknowledges that the Master Developer brought the Development Project to MIDA, contracted with all of the landowners, secured the landowners' consent to the creation of the Project Area, has expended significant funds to bring the Development Project to fruition, and will further expend hundreds of millions of dollars more just to development Wonder Valley Phase 1.
- ii. When the Master Developer fulfills its obligation to develop Wonder Valley Phase 1, Master Developer shall be fully vested, as provided in this Section, and shall have exclusive rights to development Energy Generation Facilities, Data Center Campuses, and Advanced Manufacturing facilities in the Project Area.
- iii. The Master Developer may consent to another person developing one of the uses described in Subsection 3(h)(ii) by providing written notice to MIDA of its consent. Such consent shall not be unreasonably withheld, if the Master Developer is unable or unwilling to develop such uses in a reasonable amount of time, given national and Utah market and financial conditions.

4. PHASING. The Parties acknowledge that the most efficient and economic development of the Project Area depends on numerous factors, such as permitting, market orientation and demand, interest rates, competition, and other factors. The Master Developer may, in their discretion and in conformity with the obligations set forth herein, develop the Project Area in phases. The timing, sequencing, relative size and phasing of development of the various phases in the Project Area shall be as determined by the Master Developer in its sole subjective business judgment and discretion; provided that, in developing each phase, Master Developer shall ensure the logical extension of Public Facilities through each phase, all in conformance with the requirements of this Agreement, the Standards, and the requirements imposed by MIDA in connection with specific phase approvals pursuant to the Standards.

- a. MDP Submission For Each Phase. The Parties agree that the Master Developer shall obtain a Master Development Plan for each phase of the Development Project prior to Administrative Approvals with respect to each phase.
- b. Wonder Valley Phase 1. The Master Developer expressly agree that within the first five (5) years of the Effective Date, they will submit for approval the Wonder Valley Phase 1 Plan and complete construction of the Energy Facility to be located in the Hansel Valley to the point that it is capable of producing at least three (3) Gigawatts of electricity ("**Phase 1**"). Each phase must comply with the requirements of the Standards and any applicable State or Federal approvals or permits. MIDA and the Master Developer may enter into a phase-specific

development agreement with respect to a given phase contemporaneously with MIDA's approval of each such phase.

5. LAND USE FEES.

- a. MIDA Processed Land Use Applications, Payment Of Fees. In connection with MIDA's processing of any land use application for any given phase, the Master Developer agree to pay MIDA its actual cost-based administrative, review, and inspection fees as allowed to be collected under Applicable Law. MIDA agrees to process, reasonably consider, and complete any land use development application submitted by the Master Developer in a timely manner in accordance with the Standards.
- b. MIDA Processed Grading And Infrastructure Permit Fees; Payment Of Fees. In connection with MIDA's processing of any grading or infrastructure development application the Master Developer agree to pay MIDA administrative, review and inspection fees pursuant the reasonable executive orders and cost-based fee schedules lawfully issued by MIDA pursuant thereto, as the same may be adjusted from time-to-time. MIDA agrees that any executive orders and cost-based fee schedules shall be approved in a form that prohibits double-billing or duplicative fees and limits any percentage-based fee or deposit to not more than two and one-half percent (2.5%) of the grading or infrastructure improvement value.
- c. Service Districts, Fees And Charges. Municipal services will be provided by Box Elder County pursuant to the County Interlocal Agreement. As provided in the County Interlocal Agreement Service Districts may be created to provide the requisite services The Master Developer agree to pay any and all generally applicable and uniformly applied fees for the development of the Project Area.
- d. Permitting And Inspection Services; Payment Of Fees. MIDA agrees to process and complete any permit review or required inspection requested by the Master Developer in a timely manner in accordance with the Standards. The Master Developer agree to pay any and all fees lawfully imposed by MIDA for Permitting and Inspection Services, including (but not limited to) fees for plan check and engineering review as described in MIDA executive orders for the same. Pursuant to such executive orders, unless otherwise agreed by MIDA and the Master Developer, MIDA agrees that it shall not charge more than the reasonable costs of providing such services in compliance with Applicable Law.

6. IMPROVEMENTS AND MAINTENANCE.

- a. Construction Or Dedication Of Phase-Specific Improvements. Infrastructure improvements associated with each phase shall be completed by the Master Developer in conformance with this Agreement, and will be delineated on any Subdivision Plat or Site Plan approval therefore ("**Phase-Specific Improvements**"). Phase-Specific Improvements include: (i) all roads and other improvements within the road rights-of-way within the phase, street lighting, signage (including directional/information components), and wet and dry utilities within such rights-of-way, within the perimeter or boundary of the applicable phase; (ii) all emergency and secondary access to the phase boundary, and unless such emergency or secondary access has been previously completed by others; (iii) utility services within the perimeter or boundary of the phase; (iv) dedication and construction of trails shown on the Subdivision Plat or Site Plan for the phase; (v) dedication, conveyance or other action to manage the Open Space lying within the Subdivision Plat or Site Plan for the phase; (vi) landscaping of Common Areas within the phase; and (vii) all other improvements or dedications that are required within the

phase or adjacent to the phase required by the Standards. Phase-Specific Improvements shall be inspected and accepted by MIDA (or a Reviewer appointed or approved by MIDA) in writing prior to the issuance of the first Certificate of Occupancy or Letter of Completion (if required) within that phase (which reviews shall be completed by MIDA in the exercise of its administrative discretion exercised consistently with the provisions found in Utah Code Ann. §17-27a-604.5. Issuance of a building permit does not waive any improvement requirements that are required under this Agreement.

- b. Maintenance Of Open Space, Trails And Common Areas. Public trails and open space within each phase shall be conveyed or otherwise dedicated to a non-profit entity or Service District, as determined by MIDA and the County and be maintained by such entity, in all respects, including but not limited to landscaping, irrigation, and weed control to the extent such open space is not intended to be left in its natural state; provided, however, the Master Developer or an owners association created by the Master Developer (“**Owners Association**”) may elect, from time-to-time to perform such maintenance. Except as provided below, the Master Developer shall maintain the Open Space (as applicable), private trails and common areas located within the Project Area but outside of a particular phase in all respects, including but not limited to landscaping, irrigation, and weed control.
 - c. Detention Pond Maintenance. All detention ponds located within the Project Area but outside of a specific phase and constructed by the Master Developer will remain the property and responsibility of the Master Developer, applicable Owners Association, or a Service District created, in whole part, for the purpose of providing storm water detention services. The Master Developer, applicable Owners Association, or Service District shall be responsible for all inspection, maintenance, and repair of the detention areas and drainage swales leading to detention ponds constructed in connection with the phase. The Person responsible for such maintenance shall inspect applicable detention areas for erosion and any changes after every major storm event but at least monthly (weather permitting (i.e. inspections and maintenance do not occur during winter months)), including inspection of embankments for any visible signs of erosion, seepage, sloughing, sliding, or other instability. Outlet structures shall be inspected for flow obstructions, cracks, vandalism, or erosion. The maintenance and/or construction obligations of the Master Developer under this Section may be transferred to the applicable Owners Association or Service District, subject to execution of a Transfer Acknowledgment signed by the Master Developer, MIDA, and such Owners Association or Service District. Maintenance performed by the maintaining Person shall meet or exceed a standard of reasonableness and safety as established by MIDA and uniformly applied to other detention improvements within the MIDA Project Area.
7. RUBY PIPELINE. The Master Developer may enter into an Agreement with TallGrass Energy to acquire the exclusive right to connect to the Ruby Pipeline to provide natural gas utility service to the Project Area.
8. COMPLIANCE AND ADDITIONAL REQUIREMENTS.
- a. Standards Compliance. Development may not proceed until the Master Developer has demonstrated compliance with the applicable requirements of the Standards. Compliance with the applicable requirements of the Standards shall be demonstrated on a phase-by-phase basis in connection with the submission of, as applicable, an MDP, Subdivision Plat or Site Plan for a given phase.
 - b. Noise Requirements. The Master Developer shall ensure that the development does not create

excessive noise that disturbs the surrounding properties. This is of particular concern for a Compute Complex. The Master Developer shall use best practices and demonstrate to the DRC that it will use appropriate technology to mitigate the noise (e.g. acoustic barriers/walls, silencers/baffles, and “low noise” cooling tower models).

- c. Open Space. The Standards do not set forth a specific open space requirement. Phase-specific open space shall be shown on the Site Plan for the applicable phase and approved as part of the Site Plan. Where applicable, restrictions limiting the use of phase-specific open space to open space purposes and/or conservation purposes may be imposed pursuant to easement or other forms of deed restriction. Phase specific open space dedicated to recreational or other similar open space purposes shall be identified on the applicable Subdivision Plat, which may include restrictions set forth on the face thereof for a given phase or pursuant to a separate deed restriction or other instrument of record, provided that such deed restriction or other instrument of record allows for the Master Developer to make periodic adjustments of such designated open space areas as are needed to facilitate the development of the phase for conservation purposes. Open space may be preserved pursuant to its dedication to an Owners Association or such other method as the Master Developer may determine.
- d. Dark Sky Compliant. All phases are required to be Dark Sky Compliant. Each building permit and Site Plan application shall include a lighting plan that shows evidence that the proposed lighting fixtures and light sources comply with the Standards.
- e. Permitting for Energy Production Facilities; Nuclear Facilities. MIDA and the Master Developer acknowledge and understand that the Standards do not regulate the construction of energy production installations or nuclear facilities. The United States Nuclear Regulatory Commission holds exclusive authority for approving and licensing commercial nuclear power plants in Utah. In addition, the Utah Department of Environmental Quality (“UDEQ”) requires an approval order be issued prior to construction or modification of any emitting equipment, such as, but not limited to, a natural gas energy production facility. Accordingly, so long as the Master Developer or owner of such Energy Generation Facility has obtained the required approvals from all State and Federal regulatory agencies and the location of proposed regulated facilities are within the general areas identified on the MDA and Site Plan, the Master Developer may develop, install and construct such facilities in the Project Area without additional permitting approval from MIDA.
- f. Gravel Pit and Mining Uses Allowed in Approved Zones. Within designated zones of the Project Area, as established in the Standards, Master Developer and MIDA agree that Mining Uses, including the extraction of critical resources, are allowed subject to approval by the State of Utah Division of Oil, Gas, and Mining, the Division of Waste Management and Radiation Control and the Public Lands Policy Coordinating Office and all other Applicable Laws.
- g. On Site Processing of Natural Materials; Concrete Batch Plants. The Master Developer may use naturally occurring materials located in the Project Area such as sand, gravel and rock, and may process such natural materials into construction materials such as aggregate, topsoil, concrete or asphalt for use in the construction of infrastructure, homes or other buildings or improvements located in the Project Area and for sale to and use on other locations outside the phase subject to compliance with the Design Standards and Applicable Laws.
- h. Construction Provisions; Free Range Agricultural Areas. The responsible Master Developer for each phase shall ensure that all roads under construction within “free range” agricultural grazing areas are permanently provided with fences to prevent automobile accidents and

fatalities.

- i. Law Enforcement; Additional Patrols During Construction. The Master Developer agrees that during construction, it will work with the Box Elder County Sheriff to ensure that extra patrol units are on duty to patrol all construction areas for each approved phase.
9. SUBDIVISION APPROVALS. Development of some phases will require the property to be subdivided into one or more subdivision lots. MIDA agrees to process complete submissions as set forth in the Standards and submissions to the DRC with reasonable diligence and in accordance with the time frames set forth in the Standards. MIDA and Master Developer further agree that the subdivision approval process may occur on a phase-by-phase basis as follows:
- a. Plat Submission Requirements. Master Developer shall submit a Subdivision Plat application for a phase (the "**Subdivision Plat**") consistent with the provisions of the Standards including, if applicable, a Conceptual Subdivision Plat submission.
 - b. MIDA Approval of Subdivision Plat. Upon submission of a complete Subdivision Plat application, each of the Reviewers, DRC and MIDA Board shall promptly review within the timeframes established in the Standards the Subdivision Plat application to determine compliance with the applicable requirements of the Standards and approve or deny such Subdivision Plat. The Master Developer acknowledges and agrees that prior to construction of any improvements pursuant to an approved Subdivision Plat, the Master Developer shall be required to provide each applicable governmental entity or utility the information required for each Public Facility to be constructed or installed in connection with or prior to the recordation of such Subdivision Plat. Upon recordation of the Subdivision Plat, each subdivided lot created by such Subdivision Plat shall be referred to herein as a "Development Lot."
 - c. Conveyance by Transfer Deed. As provided in the Standards, to the extent that a conveyance is in anticipation or furtherance of future land use approvals and development of each phase in the Project Area, MIDA agrees that the Master Developer may convey portions of the Project Area by metes and bounds prior to recordation of a Subdivision Plat for such portions, and MIDA agrees, upon approval of the Executive Director or other land use authority designated by MIDA for such purpose, to execute such deeds of conveyance (each a "Transfer Deed") for the purposes of acknowledging only MIDA's consent to the conveyance by metes and bounds of the real property that is the subject of the applicable Transfer Deed.
10. SITE PLAN APPROVAL. Development of each phase in the Project Area will require site plan approval ("**Site Plan Approval**") pursuant to the requirements the Standards. A phase Site Plan Approval may not be granted except with respect to a Development Lot; provided, however, that the Master Developer or may seek phase Site Plan Approval and Subdivision Plat approval for a given Development Lot on a concurrent basis. The phase Site Plan Approval process for each phase and/or Development Lot shall be as set forth in the Standards (each a "**Site Plan**"). Upon submission of a phase Site Plan, the DRC shall review the Site Plan's consistency with the applicable requirements of the Standards, as well as the applicable MDP and applicable Subdivision Plat, and approve or deny the same. The Site Plan shall demonstrate compliance with the Standards. By way of clarity, the purpose of a Site Plan is to show, to scale, the proposed uses and structures to be located on a parcel of land. The Site Plan is intended to show the significant features of the parcel to be developed, and how the uses relate to the surrounding area (developed, undeveloped or unknown). A Site Plan does not require the infrastructure, civil engineering or grading information for the site or the surrounding area and the location of specific items, like sprinkler heads and other incidental design elements and are not required to be shown at the level of detail

or specificity required for a Building Permit. In some cases, the design of adjacent infrastructure improvements (e.g. roadways, utility infrastructure, etc.) will not be completed prior to the approval of a Site Plan and Site Plan approval should not be delayed for that information to become available.

11. LETTER OF COMPLETION AND CERTIFICATE OF OCCUPANCY.

- a. Letter of Completion. An Energy Generation Facility or Data Center Campus (collectively, “**Compute Complex**”) proposed to be located within the ET Zone will be issued a Letter of Completion upon completion of all improvements and structural components. A Certificate of Occupancy shall not be issued for any Energy Generation Facility or Data Center Campus.
- b. Certificate of Occupancy. All other facilities constructed will be issued a Certificate of Occupancy upon completion of all improvements and structural components.

12. PROMPT TAX PAYMENTS. The Master Developer shall pay and contractually require all property buyers, tenants, or other operators (“**Taxpayer**”) to pay in a timely manner all applicable taxes, assessments, and fees.

- a. Applicable Taxes and Assessments. The taxes include all state and local sales and use taxes, the municipal energy tax (“**MET**”), transient room taxes, telephone tax, and real and personal property taxes (“**Property Taxes**”). If assessment bonds are issued then the Master Developer or subsequent land buyers may be subject to certain assessments (“**Assessments**”).
- b. Right to Protest. However, the Taxpayer shall have the right to protest or appeal the amount of assessed taxable value levied against its property by the Box Elder County Assessor, State Tax Commission or any lawful entity authorized by law to determine the assessed taxable value against such property or any portion thereof in the same manner as any other taxpayer as provided by law, so long as the Property Taxes are paid under protest. The Master Developer shall, however, notify MIDA in writing within thirty (30) calendar days after such Master Developer's filing of any protest or appeal to such assessment determination which could impact the taxable value of such property, and provide copies to MIDA of any protest or appeal of such assessment and information submitted as part of the protest or appeal. In addition, such Taxpayer shall give MIDA written notice at least fifteen (15) calendar days prior to the date on which such protest or appeal is to be heard. MIDA shall have the right, without objection by such Taxpayer, to appear at the time and date of such protest or appeal and to present oral or written information or evidence in support of or objection to the amount of assessment which should or should not be assessed against such property and the amount of MIDA's indebtedness or outstanding obligations.
- c. MIDA's Payment Obligation Suspended. MIDA's obligation to reimburse the Master Developer or applicable Taxpayer are suspended while Property Taxes or other taxes, fees, or Assessments are outstanding and unpaid when due but only to the extent of such unpaid amount(s). If an assessed taxable value of a property is subject to a protest or appeal and MIDA has received the protested or appealed portion of the Property Taxes paid under protest, MIDA shall reserve such funds until such protest or appeal has been finally resolved and has no obligation to use that portion to pay until the protest or appeal is resolved.

13. PROPERTY TAXES AND USE.

- a. LOC Payments. Because of the highly selective national competition to locate a Compute Complex and its unique requirements, any Compute Complex is subject to the annual in-lieu

tax payments described in §63H-1-501(4) of the MIDA Act since the facilities are issued a Letter of Completion and not a Certificate of Occupancy, as provided in Subsection 12(a) (“**LOC Payments**”). The LOC Payments equal 1.2% of the taxable value on all real and personal property in the Compute Complex.

- i. Because of the volatile nature of assessing Data Center personal property and the rapid depreciation of computer-related chips, all LOC Payments made on personal property in a Data Center Campus shall be reimbursed to the Taxpayer within thirty (30) days of receipt by MIDA.
 - ii. As of the Effective Date, the total tax rate on real property in Box Elder County is 0.927%. Consequently, the LOC Payments rate of 1.2% is 0.273% higher. Therefore, MIDA shall reimburse the Taxpayer 0.273% of the LOC paid on the taxable real property within thirty (30) days of receipt by MIDA.
 - iii. Of the remaining LOC Payments on Compute Campus real property after the deduction described in Subsection 13(a)(ii), the remainder shall be divided 80%-20%. The 20% portion shall be retained by MIDA. Pursuant to a separate agreement between MIDA and the State, a portion of the 20% shall be paid to the State as provided in §63H-1-201(3)(z) of the MIDA Act. After payment to the State, MIDA shall use the remainder for military purposes within the Project Area and for development of the Military Land.
 - iv. The 80% portion described in Subsection 13(a)(iii) shall be paid to the Master Developer within thirty (30) days of receipt by MIDA. The Master Developer shall use the proceeds as allowed by the MIDA Act. Specifically, it may be used to construct Public Infrastructure and Improvements. The Master Developer may request that MIDA create one or more public infrastructure districts that could use some or all of this 80% portion as security to issue bonds that can be used to pay for the Public Infrastructure and Improvements.
- b. Property Tax on Other Real and Personal Property. In addition to Compute Complexes, property that has not received a Certificate of Occupancy, is subject to the LOC Payments. Once a facility, other than a Compute Complex, receives a Certificate of Occupancy, as provided in Subsection 11(b), it is no longer subject to the LOC Payments but instead pays all regular property taxes assessed against the property. MIDA may collect 75% of the property taxes for up to forty (40) years, as determined by MIDA. These LOC Payments and property tax payments are part of MIDA’s Project Area development fund (“**Development Fund**”) which can be used, as provided in the MIDA Act. MIDA may, but is not required to, use the Development Fund to incentivize certain uses that will benefit the Project Area, e.g., advanced manufacturing.

14. MET USE.

- a. MET Rate. MIDA will set a MET rate that provides the funding to the County set forth in the County Interlocal Agreement. The MET rate will be different for Data Center Campuses, as set forth in the County Interlocal Agreement, than it will be for other Energy Generation Facilities sales of energy to other users in the Project Area.
- b. Energy Generation Facility Construction. For Data Center Campuses MET, which is paid to the County, the initial rate of the MET is 0.5% and it will be adjusted to ensure the County is

paid the minimum amounts described in the County Interlocal Agreement. If requested by the Master Developer, the MET on Data Center Campuses may be increased to assist in the vertical construction of Energy Generation Facilities. But the first priority is to ensure that the County is paid its minimum amounts.

- c. Payment to the County. All of the MET, except the portion described in Subsection 14(b) for vertical construction, shall be paid to the County as provided in the County Interlocal Agreement.

15. DEFAULTS. Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of sixty (60) days following written notice of such failure from the other Party (a "Default Notice"), unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 60-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure, thereafter, shall be deemed to be a cure within such 60-day period. Upon the occurrence of an uncured default under this Agreement, the non-defaulting Party may, as its sole and exclusive remedy, institute legal proceedings to enforce the terms of this Agreement. By way of clarity, neither Party shall have a right to terminate this Agreement nor shall either Party have the right to pursue, claim or collect money damages with respect to a violation or breach of this Agreement in any federal or state court or other legal proceeding. Notwithstanding any other provision in this Agreement to the contrary, this Agreement shall not be cross-defaulted with any other agreement, including, without limitation, any phase-specific Development Agreement and this Agreement.

- a. Enforced Delay; Extension of Time of Performance. Notwithstanding anything to the contrary contained herein, neither Party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, terrorist acts, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, epidemics, pandemics, acts of God, restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environmental regulations, or similar basis for excused performance which is not within the reasonable control of the Party to be excused. Changes in the financial standing of the Parties shall not serve as a basis for excused performance. Upon the request of either Party hereto, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

- b. Master Developer's Actions. As of the Effective Date, the Master Developer agree to release any existing claims, known and unknown, against MIDA and its elected and appointed officers, agents, employees, and representatives, arising directly out of the formation or approval of this Agreement, except for violations of Applicable Law, willful misconduct, or fraudulent acts by MIDA. Nothing in this Agreement shall be construed to mean that MIDA shall defend, indemnify, or hold the Master Developer or their respective officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from (i) the willful misconduct or negligent acts or omissions of the Master Developer or their respective boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the Master Developer for which the Master Developer, each as applicable, retains the obligation to maintain.

- c. MIDA's Actions. As of the Effective Date, MIDA agrees to release any existing claims, known

and unknown, against the Master Developer and their respective officers, agents, employees, and representatives, arising directly out of the formation or approval of this Agreement, except for violations of Applicable Law, willful misconduct, or fraudulent acts by the Master Developer. Nothing in this Agreement shall be construed to mean that the Master Developer shall defend, indemnify, or hold MIDA or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from (i) the willful misconduct or negligent acts omissions of MIDA, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by MIDA of improvements that have been offered for dedication and accepted by MIDA for maintenance.

16. ASSIGNMENT.

- a. Right to Assign. The rights and responsibilities of Master Developer under this Agreement may be assigned in whole or in part by the Master Developer so long as a Transfer Acknowledgment with respect to such assignment is executed by MIDA, the Master Developer and such assignee or transferee; provided, however, that Master Developer's rights and obligations under this Agreement shall be appurtenant to and run with the land, and such rights and obligations shall only be transferrable along with the land to which such rights and obligations relate. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.
- b. Assign all of the Project Area. If the Master Developer assigns, transfers or otherwise conveys the entire Project Area or any portion thereof to a subsequent owner, and intends to transfer any of the rights and obligations under this Agreement in connection with such transfer, the Master Developer and the applicable assignee shall execute and deliver a "Transfer Acknowledgment" for the purpose of notifying MIDA of the transfer and assignment and seeking MIDA's acceptance of the proposed assignee. Upon delivery of a fully executed Transfer Acknowledgment and accompanying documentation, MIDA shall evaluate the assignee identified therein, and if such assignee is a reputable and experienced developer with the financial wherewithal to complete the obligations assigned to and assumed by such assignee, MIDA shall execute the Transfer Acknowledgment, indicating MIDA's written acceptance of such assignee, which acceptance shall not be unreasonably withheld, conditioned or delayed. If MIDA executes the Transfer Acknowledgment and delivers the same to Master Developer, the obligations of Master Developer assigned pursuant to such Transfer Acknowledgment shall be assigned to and assumed by the identified assignee and Master Developer shall be released from all such obligations that are assumed by the identified assignee. Until Master Developer delivers a fully executed Transfer Acknowledgment to MIDA and MIDA provides its written acceptance of the proposed transferee, the Master Developer shall, in addition to the identified assignee, remain jointly and severally liable for the obligations of the Master Developer arising under this Agreement expressly assumed by the identified assignee pursuant to the applicable Transfer Acknowledgment.
- c. Assignment to Affiliates. Master Developer's transfer of all or any part of the Project Area to any Affiliate of Master Developer; Master Developer's entry into a joint venture for the development of all or any part of the Project Area; or Master Developer's pledging of part or all of the Project Area as security for financing shall not be deemed to be an "assignment" subject to the acceptance process by MIDA unless specifically designated as such an assignment by the Master Developer. If not a matter of public record, Master Developer shall endeavor to give MIDA notice of any event specified in this Section within ten (10) days after the event has occurred. Such notice shall include providing MIDA with all necessary contact

information for the newly responsible party. Master Developer shall remain responsible for all obligations of this Agreement in such a transfer to a related entity, joint venture, or as security for financing except as may be provided in Section 16(b) with respect to MIDA's acceptance of a Transfer Acknowledgment.

- d. Creation of Owners Association. The Master Developer may create various Owners Associations to govern one or more phases. The Master Developer may transfer certain maintenance obligations to the applicable Owners Association, whereupon Master Developer shall be relieved of such obligation, provided that the applicable Owners Association has the authority to impose fees or other assessments sufficient to perform the maintenance obligations transferred to such association.
 - e. Written Transfer Agreement Required. When the Master Developer transfers maintenance obligations to an Owners Association, Master Developer shall do so by Transfer Acknowledgment with respect thereto executed by MIDA, Master Developer, and such Owners Association.
17. ANNEXATION BY A MUNICIPALITY. The Parties acknowledge the possibility that at some point during the Term of this Agreement, one or more municipalities may undertake to annex some or all of the Project Area into their municipal boundaries, which annexation may not presently occur without MIDA's consent. Subject to Applicable Law, MIDA agrees that MIDA will not consent to any such annexation unless MIDA consults with Master Developer and the County to determine which of those rights and obligations of MIDA under this Agreement shall be assumed by the applicable municipality, and those rights and obligations shall be maintained by MIDA, as well as the manner in which any such assignment and assumption of rights should be adequately documented. The Parties further agree that the express objective of such discussions shall be, to the extent reasonably possible, to preserve all of the rights and obligations of MIDA and the Master Developer under this Agreement, and to ensure that the County continues to receive its funding set forth in the County Interlocal Agreement or the County has agreed to provide some of the funding to the annexing municipality.
18. MORTGAGE PROTECTIONS; ESTOPPEL CERTIFICATE. The Parties agree that this Agreement shall not prevent or limit any of the Master Developer from encumbering the Project Area or any estate or interest therein (including this Agreement), or any portion thereof, or any improvement thereon, in any manner whatsoever by one or more mortgages, deeds of trust, sale and leaseback, assignments, pledges, and any or other form of secured financing by which a Master Developer interest in the Project Area is directly or indirectly mortgaged, pledged (including any pledges of a direct or indirect interest in a Master Developer, or other "mezzanine" or preferred equity loans) (each, a "Mortgage") with respect to the construction, development, use or operation of the Project Area, or any part thereof. MIDA acknowledges that the lender(s) or prospective lender(s) providing such Mortgages (each, together with any successor holder of such Mortgage, a "Mortgagee") may require certain interpretations and modifications to this Agreement and MIDA agrees, upon request, from time to time, to meet with the Master Developer and representatives of such Mortgagee(s) to negotiate in good faith any such request for interpretation or modification. MIDA will not unreasonably withhold its consent to any requested interpretation or modification, provided such interpretation or modification is consistent with the intent and purposes of this Agreement.
- a. No Mortgagee Obligations. Notwithstanding any of the provisions of this Agreement to the contrary, no Mortgagee shall have any obligation or duty pursuant to the terms set forth in this Agreement to perform the obligations of any Master Developer or other affirmative covenants

of any Master Developer hereunder, or to guarantee such performance unless and until such Mortgagee has become the owner in place of a Master Developer as provided in this Section, and then only to the extent of such Master Developer 's obligations under this Agreement.

- b. Default Notices. Any Mortgagee of any Mortgage encumbering the Project Area, or part or interest thereof, that has submitted a request in writing to MIDA in the manner specified herein for giving notices (each, an "**Eligible Mortgagee**"), shall be entitled to receive written notification from MIDA of any notice of non-compliance by any Master Developer in the performance of such Master Developer 's obligations under this Agreement. MIDA agrees to simultaneously provide any Master Developer with a notice ("**Default Notice**") of: (i) a default under this Agreement, or (ii) a matter on which MIDA may predicate or claim a default, shall simultaneously provide a written copy of such Default Notice to each Eligible Mortgagee. MIDA shall have no liability for the failure to provide any such Default Notice, except that no such Default Notice by MIDA to a Master Developer shall be deemed effective or to have been duly given unless and until a written copy thereof has been provided in accordance with the terms and conditions of this Agreement to each Eligible Mortgagee. From and after the date that such Default Notice has been given to each Eligible Mortgagee, each Eligible Mortgagee shall have the same period, after the delivery of such Default Notice upon it, plus in each instance, the additional period of time specified in this Section to cure, commence to cure or cause to be cured the default(s), acts or omissions which are specified in such Default Notice or if such cure cannot be effected without possession of the Project Area, or portion thereof to which the Default Notice applies, commence a proceeding to obtain such possession. If a cure cannot be effected without possession, once possession has been obtained, Eligible Mortgagee shall also have the same period for cure as any Master Developer had after the delivery of such Default Notice. MIDA shall accept such performance by or at the instigation of such Eligible Mortgagee(s) as if the same had been done by a Master Developer. MIDA authorizes each Eligible Mortgagee to take any such action at such Eligible Mortgagee's option at any time.
- c. Curative Rights of Mortgagees. In addition to the rights granted to each Eligible Mortgagee under this Section, each Eligible Mortgagee shall have an additional period ("**Additional Cure Period**") of ninety (90) days to: (i) cure, commence to cure or cause to be cured any default of which it receives a Default Notice, or (ii) commence a proceeding to obtain possession of the property in the case of a default that can only be cured once an Eligible Mortgagee obtains possession of the property to which the Notice of Default applies. The provisions of this Section shall apply only if an Eligible Mortgagee: (a) Notifies MIDA of Eligible Mortgagee's desire to cure such default within sixty (60) days of receipt of the Default Notice; (b) on or before the termination of the Additional Cure Period, pays, or causes to be paid, to MIDA any amounts (A) then due and in arrears under this Agreement as specified in the Default Notice to such Eligible Mortgagee, and (B) any amount which becomes due during the Additional Cure Period as and when due; and (c) cures, or in good faith, with reasonable commercial diligence and continuity, commences to cure Master Developer's non-monetary requirements of this Agreement then in default and reasonably susceptible of being cured by such Eligible Mortgagee. Notwithstanding this Section, in the event of any non-monetary default under this Agreement, so long as the Eligible Mortgagee commences efforts to effect a cure and thereafter provides MIDA reasonable evidence from time to time, as requested in writing by MIDA, that the Eligible Mortgagee is diligently pursuing such efforts, Eligible Mortgagee shall have a commercially reasonable period of time within which to effect such cure of any such non-monetary default; provided that the Eligible Mortgagee shall be obligated only to cure any Master Developer's non-monetary obligations reasonably capable of being cured by Eligible Mortgagee and which do not require access to the Project Area or the use and operation thereof, provided that Eligible Mortgagee shall diligently seek to acquire such access or such use or

operation (either directly or through receivership), and provided further that upon securing such access, use or operation (either directly or through receivership), Eligible Mortgagee promptly shall commence the cure of any such non-monetary default and shall prosecute same to completion with all commercially reasonable due diligence. Notwithstanding the foregoing, an Eligible Mortgagee shall have no obligation to cure any default that is personal to a Master Developer. Any notice to be given by MIDA to a Mortgagee pursuant to any provision of this Section shall be deemed properly addressed if sent to the Mortgagee who served the notice referred to in this Section unless notice of a change of Mortgage ownership has been given to MIDA in writing. Nothing in this Section, however, shall be construed to extend this Agreement beyond the then applicable Term hereof, nor to require an Eligible Mortgagee to continue any foreclosure after the default has been cured. If the default has been cured and the Eligible Mortgagee shall discontinue any foreclosure, this Agreement shall continue in full force and effect as if the Master Developer had not defaulted under this Agreement. If an Eligible Mortgagee is complying with this Section, upon the acquisition of Project Area, or portion thereof, by such Eligible Mortgagee or its designee or any other purchaser at a foreclosure, this Agreement shall continue in full force and effect as if the Master Developer had not defaulted under this Agreement and MIDA shall recognize such Eligible Mortgagee or its designee or any other purchaser as the "Master Developer" for all purposes under this Agreement.

- d. New Agreement. If this any portion of this Agreement is terminated for any reason, including a bankruptcy proceeding of any Master Developer, or if this Agreement is disaffirmed by a receiver, liquidator, or trustee for a Master Developer or its property, MIDA, if requested by any Eligible Mortgagee, shall negotiate in good faith with such Eligible Mortgagee or its designee for a new master development agreement with the most senior Eligible Mortgagee requesting such new agreement. Such new agreement shall be for the remainder of the then applicable Term of this Agreement, effective as of the date of termination, upon the same terms, covenants and conditions of this Agreement; provided: (a) such Eligible Mortgagee shall make written request upon MIDA for such new agreement within ninety (90) days after the date that this Agreement is terminated and notice of such termination is given by MIDA to the Eligible Mortgagee; and (b) such Eligible Mortgagee or such designee shall agree to cure any of the Master Developer defaults of which such Eligible Mortgagee was notified by MIDA. Any of a Master Developer' non-monetary default(s) which are not reasonably capable of being cured shall be deemed waived with respect to a new agreement, provided, the foregoing shall not limit any rights or remedies MIDA may have against the Master Developer under this Agreement. If more than one Eligible Mortgagee shall request a new agreement pursuant to this Section, MIDA shall enter into such new agreement with the Eligible Mortgagee whose Mortgage is prior in lien, or with the designee of such Eligible Mortgagee. MIDA, without liability to any Master Developer or any Eligible Mortgagee with an adverse claim, may rely upon a mortgage title insurance policy issued by a responsible title insurance company doing business in the state where the Project Area is located (which shall be issued in favor of MIDA at the sole cost and expense of any such Eligible Mortgagee) as the basis for determining the appropriate Eligible Mortgagee which is entitled to such new agreement.
- e. Third Party Beneficiary. Subject to the provisions of this Section, each Eligible Mortgagee is an intended third-party beneficiary of the provisions of this Agreement specifically giving rights to an Eligible Mortgagee. Except as set forth in this Section, MIDA agrees that no Eligible Mortgagee shall in any manner or respect whatsoever be liable or responsible for any obligations or covenants of any Master Developer under this Agreement (nor shall any rights of such Eligible Mortgagee be contingent on the satisfaction of such obligations or covenants), unless and until such Eligible Mortgagee becomes the owner of the Project Area by foreclosure,

sale in lieu of foreclosure or otherwise, in which event such Eligible Mortgagee shall remain liable for such obligations and covenants only so long as it remains the owner of the Project Area and then only to the extent of such Master Developer ' obligations under this Agreement.

- f. Estoppel Certificates. At any time, and from time to time, any Master Developer may deliver written notice to MIDA, and MIDA may deliver written notice to Master Developer, requesting that such Party certify in writing that, to the knowledge of the certifying Party (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended, or if amended, the identity of each amendment, (iii) the requesting Party is not then in breach of this Agreement, or if in breach, a description of each such breach, and (iv) any other factual matters reasonably requested (an "**Estoppel Certificate**"). The MIDA Executive Director shall execute and deliver on behalf of MIDA any Estoppel Certificate requested by any Master Developer which complies with this Section within fifteen (15) days after a written request for such Estoppel Certificate. MIDA's failure to furnish an Estoppel Certificate within such fifteen (15) day period shall be conclusively presumed to mean that: (A) this Agreement is in full force and effect without modification in accordance with the terms set forth in the request; and (B) there are no breaches or defaults on the part of any Master Developer. MIDA acknowledges that an Estoppel Certificate may be relied upon by transferees or successors in interest of the Master Developer and by Mortgagees holding an interest in the Project Area.

19. NOTICE. Any notice or communication required hereunder between MIDA and the Master Developer shall be sufficiently given or delivered if given in writing (a) upon personal delivery to the Party to be notified, (b) when sent by confirmed electronic mail (or acknowledgment of receipt or reply by the recipient) if sent during normal business hours of the recipient; if not, then on the next business day, or (c) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to MIDA: Military Installation Development Authority

Attn: Executive Director

Email:

With copies to:

If to Master Developer:

With Copies To:

20. GENERAL PROVISIONS.

- a. Amendment. Unless otherwise stated in this Agreement, the Parties may amend this Agreement by mutual written consent. No amendment or modification to this Agreement shall require the consent or approval of any Person having any interest in any specific lot, parcel, unit or other portion of the Project Area.
- b. No Joint Venture Or Partnership. MIDA and Master Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership express or implied between

MIDA and Master Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between MIDA and Master Developer.

- c. Incorporation of Background and Exhibits. The Background contained in this Agreement, and the Exhibits, are hereby incorporated into this Agreement as if fully set forth herein.
- d. Subjection and Subordination. Each Person that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of Project Area at any time automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments hereof. Each such Person agrees to provide written evidence of that subjection and subordination within fifteen (15) days following a written request for the same from, and in a form reasonably satisfactory to, MIDA.
- e. Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties. In the event a court determines that the Term of this Agreement, or the rights granted to Master Developer hereunder, exceed the power of MIDA to make such agreements, this Agreement shall be enforced to the fullest extent Applicable Law would allow such rights to be granted hereunder, and this Agreement shall not be deemed to be void or voidable. The Parties shall enter into good faith negotiations to modify this Agreement as to any offending provision in an effort to accomplish the intent of such offending provision within the requirements of Applicable Law.
- f. Other Necessary Acts. Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.
- g. Construction. This Agreement has been reviewed and revised by legal counsel for both MIDA and Master Developer, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.
- h. Covenants Running with the Land. The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with the Project Area. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns, and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of individual units or lots, as opposed to Subdivision Plats or Development Lots, in the Project Area shall (1) only be subject to the burdens of this Agreement to the extent applicable to their particular unit or lot; and (2) have no right to bring any action under this Agreement as a third-party beneficiary or otherwise.
- i. Waiver. No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach.
- j. Utah Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah. Any dispute regarding this Agreement that cannot be resolved by the Parties

shall be resolved in a court of competent jurisdiction in Salt Lake County or Box Elder County, State of Utah.

- k. Covenant of Good Faith and Fair Dealing. Each Party shall use its commercially reasonable efforts and take and employ all necessary actions in good faith consistent with this Agreement and Applicable Law to ensure that the rights secured by the other Party through this Agreement can be enjoyed.
- l. Representations. Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing warranting Party: (a) Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization. (b) Such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individual(s) represent. (c) This Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium and equitable principles.
- m. No Third-Party Beneficiaries. This Agreement is between MIDA and Master Developer. Except as provided in Section 16 pertaining to an assignment and Subsection 18(e) pertaining to Mortgagee Protections, no other Person shall be deemed a third-party beneficiary or have any rights under this Agreement.
- n. Whole Agreement. This Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

[Signature Page to Follow]

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

Military Installation Development Authority

[Redacted]
[Executive Director]

Approved as to Form:

[Redacted]
Attorney for MIDA

MIDA ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

COUNTY OF _____)

On the ____ day of _____, 2026, personally appeared before me _____ who being by me duly sworn, did say that he is the Mayor of the City of _____, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

Developer Signature block

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF SALT LAKE)

On the ____ day of _____, 2026, personally appeared before me _____, who being by me duly sworn, did say that he is the Manager of _____, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

EXHIBIT A
Legal Description

EXHIBIT A-1
Map

EXHIBIT B
County Interlocal Agreement

EXHIBIT C
Stratos Project Area Standards and Guidelines

MILITARY INSTALLATION DEVELOPMENT AUTHORITY

ORDINANCE 2026-01

AN ORDINANCE OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”) LEVYING A MUNICIPAL ENERGY SALES AND USE TAX IN THE STRATOS PROJECT AREA

WHEREAS, §10-1-304(1)(b) Utah Code Annotated 1953, as amended (“UCA”) provides that the Military Installation Development Authority (“MIDA”) “may levy a municipal energy sales and use tax...as though the authority were a municipality”; and

WHEREAS, the levying of taxes in the Stratos Project Area (“Project Area”) will benefit the Project Area by providing certain revenue that will assist in funding development, municipal services, and the administration of the Project Area; and

WHEREAS, §63H-1-203 UCA requires the affirmative vote of the MIDA Board and a “majority of all elected members of the authority board” to levy a municipal energy tax.

NOW, THEREFORE, BE IT ORDAINED BY THE MIDA BOARD that:

1. The attached ordinance Title 8 Taxation for the Stratos Project Area, Chapter 1 is hereby adopted and shall be effective on the date identified in the chapter.
2. The Executive Director is authorized to make such changes and enter into such agreements as necessary to have the Utah State Tax Commission collect and remit the taxes.

PASSED AND ADOPTED by the MIDA Board this 24th day of April, 2026.

Military Installation Development Authority

J. Stuart Adams
Chair

Attest:

Morgan Nebeker
MIDA Staff

TITLE 8: TAXATION FOR THE STRATOS PROJECT AREA
CHAPTER 1: MUNICIPAL ENERGY SALES AND USE TAX

8-1-101 Short Title

This Chapter shall be known as the “Stratos Project Area Municipal Energy Sales and Use Tax” or “Stratos Project Area Municipal Energy Tax.”

8-1-102 Purpose

It is the purpose of this Chapter to conform the Municipal Energy Tax to the requirements of the municipal energy sales and use tax law of the State of Utah, Part 3 of Chapter 1 of Title 10, Utah Code Annotated, 1953, as currently amended (“Utah Code”).

8-1-103 Definitions

- (1) “Commission” means the State Tax Commission.
- (2) “Consumer” means a person who acquires Taxable Energy for any use that is subject to the Municipal Energy Tax.
- (3) “Contractual Franchise Fee” means:
 - (a) A fee:
 - (i) provided for in a franchise agreement, and
 - (ii) that is consideration for the franchise agreement; or
 - (b)
 - (i) a fee similar to Subsection (3)(a); or
 - (ii) any combination of Subsection (3)(a) and (b).
- (4)
 - (a) “Delivered Value” means the fair market value of the Taxable Energy delivered for sale or use in the Project Area and includes:
 - (i) the value of the energy itself; and
 - (ii) any transportation, freight, customer demand charges, service charges, or other costs typically incurred in providing Taxable Energy in usable form to each class of customer in the Project Area.
 - (b) “Delivered Value” does not include the amount of a tax paid under:
 - (i) Title 59, Chapter 12, Sales and Use Tax Act of the Utah Code;
 - (ii) this Chapter.

(5) “Energy Supplier” means a person supplying taxable energy, except for persons supplying a de minimis amount of taxable energy, if such persons are excluded by rule promulgated by the Commission.

(6) “Franchise Agreement” means a franchise or an ordinance, contract, or agreement granting a franchise.

(7) “Franchise Tax” means:

- (a) a franchise tax;
- (b) a tax similar to a franchise tax; or
- (c) any combination of Subsections (7)(a) and (b).

(8) “Person” is as defined in Utah Code Section 59-12-102.

(9) “Taxable Energy” means gas and electricity.

8-1-104 Municipal Energy Sales and Use Tax Imposed

(1) There is hereby levied a tax on every sale or use of Taxable Energy made within the Stratos Project Area at a rate of one-half percent (0.50%) of the Delivered Value of the Taxable Energy.

(2) The tax shall be calculated on the Delivered Value of the Taxable Energy to the Consumer.

(3) The tax shall be in addition to any sales or use tax on Taxable Energy imposed by any other governmental entity as authorized by Title 59, Chapter 12, Sales and Use Tax Act of the Utah Code.

8-1-105 Exemptions from the Municipal Energy Tax

(1) An exemption is not allowed from the tax for the sale or use of Taxable Energy that is exempt from the state sales and use tax under Title 59, Chapter 12, Part 1, Tax Collection, except that the following are exempt from the tax:

- (a) the sales and use of aviation fuel, motor fuel, and special fuels subject to taxation under Title 59, Chapter 13, Motor and Special Fuel Tax Act of the Utah Code;
- (b) the sales and use of Taxable Energy that is exempt from taxation under federal law, the Constitution of the United States or the Utah Constitution;
- (c) the sales and use of Taxable Energy purchased or stored for resale;
- (d) the sales or use of Taxable Energy to a Person, if the primary use is for use in compounding or producing Taxable Energy or a fuel subject to taxation under Title 59, Chapter 13, Motor and Special Fuel Tax Act of the Utah Code;

- (e) Taxable Energy brought into the state by a nonresident for the nonresident's own personal use or enjoyment while within the state, except Taxable Energy purchased for use in the state by a nonresident living or working in the state at the time of purchase;
- (f) the sales or use of Taxable Energy for any purpose other than as a fuel or energy; and
- (g) the sale of Taxable Energy for use outside the boundaries of the Project Area.

(2) The following exemption also applies:

- (a) except as provided in Subsection (2)(b), the sale, storage, use, or other consumption of Taxable Energy is exempt from the tax if the Delivered Value of the Taxable Energy has been subject to a municipal energy sales or use tax levied by another municipality within the state; and
- (b) MIDA is paid the difference between the tax paid to the other municipality and the tax that would otherwise be due under this Chapter, if the tax due under this Chapter exceeds the tax paid to the other municipality.

8-1-106 Credit for Franchise Fees

(1) There is a credit against the tax due from any Consumer in the amount of a Contractual Franchise Fee paid if:

- (a) an Energy Supplier pays a Contractual Franchise Fee to a municipality pursuant to a franchise agreement in effect on July 1, 1997;
- (b) the Contractual Franchise Fee is passed through by the Energy Supplier to a taxpayer as a separately itemized charge; and
- (c) the Energy Supplier has accepted the franchise.

8-1-107 Tax Collection Contract with State Tax Commission

(1) MIDA shall contract with the Commission to perform all functions incident to the administration and collection of the Municipal Energy Sales and Use Tax, in accordance with this Chapter. The Executive Director, or designee, is authorized to enter the contract with the Commission.

(2) An Energy Supplier shall pay the tax revenues collected from Consumers directly to MIDA monthly if:

- (a) MIDA is the Energy Supplier; or
- (b)
 - (i) the Energy Supplier estimates that the municipal energy sales and use tax collected annually from its Utah customers equals one million dollars (\$1,000,000.00) or more, and

(ii) the Energy Supplier collects the municipal energy sales and use tax.

(3) An Energy Supplier paying the tax directly to MIDA may retain the percentage of the tax authorized under Utah Code Subsection 59-12-108(2) for the Energy Supplier's costs of collecting and remitting the tax.

(4) A Consumer shall pay the tax monthly directly to MIDA if its Energy Supplier is exempt from having to collect the tax and remit the revenue to the Commission or pay it directly to MIDA pursuant to Subsection (2).

8-1-108 Incorporation of Part 1, Chapter 12, Title 59, Utah Code, Including Amendments:

(1) Except insofar as they are inconsistent with the provisions of Utah Code Title 10, Chapter 1, Part 3, Municipal Energy Sales And Use Tax Act, and as required by Utah Code Section 10-1-305(2) all of the provisions of Utah Code Title 59, Chapter 12, Part 1, Tax Collection, insofar as they relate to sales and use taxes, excepting sections 59-12-101, 59-12-104 and 59-12-119 thereof, and excepting for the amount of the sales and use taxes levied therein, are hereby adopted and made a part of this Chapter as if fully set forth herein.

(2) Pursuant to Utah Code Section 10-1-305(2)(d) MIDA's name, as the taxing entity shall be substituted for that of the state when necessary for purposes Utah Code Title 10, Chapter 1, Part 3. Nothing in this subsection shall be deemed to require substitution of MIDA's name for the word "state" when that word is used as part of the title of the state tax commission, or of the constitution of Utah, nor shall MIDA's name be substituted for that of the state in any section when the result of such a substitution would require action to be taken by or against MIDA, rather than by or against the state tax commission in performing the functions incident to the administration or operation of this Chapter.

(3) Pursuant to Utah Code Section 10-1-305(6), this ordinance adopts by reference any amendments to the provisions of Utah Code Title 59, Chapter 12, part 1, Tax Collection, that relate to levying or collecting this tax.

8-1-109 No Additional License To Collect The Municipal Energy Sales And Use Tax Required; No Additional License Or Reporting Requirements:

No additional license to collect or report the tax is required by an Energy Supplier, provided the Energy Supplier collecting the tax has a license issued under Utah Code Section 59-12-106.

8-1-110 Effective Date of Tax Levy

This tax shall be levied beginning October 1, 2026.

8-1-111 Violation; Penalty

Any Person violating any of the provisions of this Chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punishable as set forth in the Utah Code.

MILITARY INSTALLATION DEVELOPMENT AUTHORITY

RESOLUTION 2026-9

A RESOLUTION OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”) APPROVING AND AUTHORIZING THE EXECUTION OF THE INTERLOCAL COOPERATION AGREEMENT BETWEEN MIDA AND BOX ELDER COUNTY

WHEREAS, the Military Installation Development Authority (“MIDA”) is an independent, nonprofit, separate body corporate and politic of the State of Utah, created pursuant to Chapter 1, Title 63H, Utah Code Annotated 1953, as amended (the “MIDA Act”); and

WHEREAS, the MIDA Board has adopted a final Project Area Plan for the Stratos Project Area pursuant to §§63H-1-101 et seq. Utah Code Annotated 1953, as amended (the “MIDA Act”), which will become effective upon the date and time set forth in Resolution 2026-06, by which the MIDA Board adopted the Project Area Plan; and

WHEREAS, pursuant to the MIDA Act, MIDA exercises exclusive police power within the Project Area and may enter into cooperative agreements with political subdivisions of the State, including revenue-sharing agreements, pursuant to the Interlocal Cooperation Act, Chapter 13, Title 11, Utah Code Annotated 1953, as amended (the “Interlocal Cooperation Act”); and

WHEREAS, MIDA and Box Elder County (the “County”) have negotiated an Interlocal Cooperation Agreement (the “Agreement”) to establish the terms under which the County will provide certain municipal and county services to the Box Elder Land within the Project Area, and under which MIDA will remit certain tax revenues to the County, as more fully described in the Agreement; and

WHEREAS, the Agreement provides for the creation of a development review committee with County-recommended membership, ongoing coordination between MIDA and the County regarding land use and development on the Box Elder Land within the Project Area; and

WHEREAS, the MIDA Board has reviewed the proposed Interlocal Cooperation Agreement and has determined that approval and execution of the Agreement is in the best interest of MIDA and the Project Area.

NOW, THEREFORE, BE IT RESOLVED BY THE MIDA BOARD as follows:

1. The Interlocal Cooperation Agreement between MIDA and Box Elder County, in substantially the form attached hereto as Exhibit 1, is hereby approved.
2. The Executive Director, or designee, is hereby authorized and directed to execute and deliver the Agreement on behalf of MIDA, with such changes as the Executive Director deems necessary or appropriate and in keeping with the general intent of the

Agreement, and to take all other actions and execute all other documents necessary to carry out the intent and purposes of this Resolution.

3. This Resolution shall become effective when the final Stratos Project Area Plan becomes effective.
4. Pursuant to §11-13-202.5 of the Interlocal Cooperation Act, the effective date of the Agreement shall be April 24, 2026, and a duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party.

PASSED AND ADOPTED by the MIDA Board this 24th day of April 2026.

Military Installation Development Authority

J. Stuart Adams
Chair

Attest:

Morgan Nebeker
Records Officer

Interlocal Cooperation Agreement

between

Military Installation Development Authority

and

Box Elder County

This Interlocal Cooperation Agreement (this “**Agreement**”) is made and entered into as of April 24, 2026 (the “**Effective Date**”), by and between the Military Installation Development Authority (“**MIDA**”), a public corporation and political subdivision of the State of Utah, and Box Elder County (the “**County**”), a county of the State of Utah (“**State**”). Individually, each may be referred to as a “**Party**”, and collectively, as the “**Parties**”.

BACKGROUND

WHEREAS, MIDA was created by the Utah Legislature in 2007 to facilitate the development of military and private land in Utah and to strengthen the state’s support of national defense missions.;

WHEREAS, the Stratos Project Area enhances the alignment of local, state, and national initiatives to protect critical infrastructure, advance energy reliability, and support national defense and long-term energy independence. The planned energy users are large data centers and advanced manufacturers that will both directly benefit military and national defense related missions and the public generally. The nature of the type of data center being contemplated will specifically cater to hyperscale providers who include the federal government and related defense industry users as clients.

WHEREAS, on or around the Effective Date, MIDA has created the Stratos Project Area (“**Project Area**”) that includes non-military land (“**Private Land**”) and military and state-owned land (“**Project Area Military Land**”); both located in the unincorporated areas of Box Elder County and other military land associated with the Project Area located throughout the State (“**Associated Military Land**”; collectively Project Area Military Land and Associated Military Land are “**Military Land**”). The Project Area is depicted in Exhibit A, attached hereto and incorporated by reference herein ;

WHEREAS, the creation and operation of the Project Area is governed by Chapter 1, Title 63H Utah Code annotated 1953, as amended (the “**MIDA Act**”), and the Parties may enter into a cooperative agreement, including revenue sharing and other provisions, pursuant to Chapter 13, Title 11 Utah Code annotated 1953, as amended (the “**Interlocal Cooperation Act**”);

WHEREAS, as of the Effective Date, the County and the owners of the Private Land within the Project Area have consented to the inclusion of the Private Land in the Project Area, as required by the MIDA Act;

WHEREAS, portions of the Private Land is being developed by O’Leary Digital Utah Development Company, LLC , a Utah limited liability company (the “**Master Developer**”) for: (i) multi-gigawatt energy storage and generation facilities (together, the “**Energy Generation Facility**”), (ii) one or more hyperscale data centers (the “**Data Center Campus**”), (iii) advanced manufacturing, (iv) mixed-use manufacturing residential and commercial to support the other development contemplated with this Agreement, (v) continued ranching, grazing, and farming on the land not needed for development, and (vi) related uses (including temporary construction worker housing near a construction site), improvements, and infrastructure (the Energy Generation Facility and the Data Center Campus are collectively referred to in this Agreement as the “**Compute Complex**” and collectively, (i) through (vi) are together referred to as the “**Development Project**”). The Master Developer is branding and marketing the Development Project nationally and internationally as “**Wonder Valley**”;

WHEREAS, MIDA’s involvement in the Development Project is because of the significant national security and military benefits and the unique tools provided by the MIDA Act to make such complex and large projects competitive and financially viable while ensuring that the County is not financially burdened by the Development Project and receives significant ongoing funding;

WHEREAS, pursuant to the MIDA Act, MIDA will receive various sources of funding from the Development Project that will be used: (i) to benefit the Military Land, (ii) to provide funding to the State, (iii) by the Master Developer to reinvest into the Development Project to pay for, among other things, the costs of public infrastructure and improvements, and, (iii) to provide funding to the County on an annual, ongoing basis, that the County may use as it best determines to provide certain services, potentially including funding for the Box Elder School District (“**County Revenue**”);

WHEREAS, the first area of the Private Land the Master Developer intends to develop is in Hansel Valley and includes within Hansel Valley a Compute Complex (“**Wonder Valley in Salt Wells**”). Because of the highly selective national competition to locate a Compute Complex and its unique requirements, any Compute Complex will be required to obtain a letter of completion when constructed, which subjects it to the annual in-lieu tax payments described in §63H-1-501(4) of the MIDA Act (“**LOC Payments**”). The LOC Payments from any Compute Complex will be used to construct the public infrastructure and improvements, benefit the military and on Military Land; and make payments to the State pursuant to §63H-1-201(3)(z) of the MIDA Act. In addition, MIDA will receive local sales taxes and may levy other taxes as authorized by the MIDA Act, including a municipal energy tax, the proceeds of which will be source of the County Revenue, as provided in this Agreement;

WHEREAS, MIDA has acknowledged that there will be impacts on the County when construction of Wonder Valley in Salt Wells begins but prior to the start of County Revenue cashflow and consequently, MIDA will make three (3) annual equal upfront payments beginning with the first building permit issued and as provided in this Agreement (“**Upfront Payments**”); and

WHEREAS, entering into this Agreement is consistent with the County’s policy of promoting development only in municipal boundaries because under the MIDA Act, MIDA has “exclusive police power within a project area to the same extent as though the authority were a

municipality” (“**MIDA Police Powers**”) and, as provided in this Agreement, MIDA will closely coordinate with the County’s designated representatives through the administrative development process.

NOW, THEREFORE, in consideration of the Background and the mutual covenants made under the Terms and Conditions, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS AND CONDITIONS

1. **TERM.** This Agreement shall commence on the Effective Date and shall continue for fifty (50) years. The Parties agree that neither expiration nor termination of this Agreement shall affect the boundaries of the Project Area.
2. **PROJECT AREA.** MIDA created the Project Area that includes the Private Land and is associated with the Military Land, as depicted in Exhibit A. MIDA cannot add any additional non-military land to the Project Area without the consent of both the County and the applicable landowner(s).
3. **POLICE POWERS.**
 - a. Pursuant to the MIDA Act, MIDA has the exclusive right and obligation to exercise the MIDA Police Powers over the Private Land and the County has no obligation to provide such services except as provided in Section 4. MIDA will adopt standards and guidelines that provide the land use regulations for the Development Project (“**Standards**”), which shall include the regulations set forth in Section 5.
 - b. MIDA shall create a development review committee (“**DRC**”) that is delegated the authority to provide all land use administrative approvals, including site plans and subdivisions. The DRC shall consist of seven (7) members. One member shall be the MIDA Executive Director (or the Director’s designee) who shall chair the DRC. The other six (6) members shall be recommended to the MIDA Board by the County and shall be people who have technical expertise in land use and development, including planning, public works, utilities, fire service, and municipal and county services. If the County has not recommended a name to be appointed to the DRC within thirty (30) days of the Effective Date for the initial members, or within thirty (30) days of any vacancy, then the MIDA Board may appoint someone else to serve so that it may fulfill its obligations to review and approve applications. The members serve at the pleasure of the MIDA Board and if anyone recommended is not appointed or any member is removed, the Board shall give the County the opportunity to suggest another name before appointing another person.
4. **SERVICES PROVIDED BY THE COUNTY.**
 - a. Pursuant to §63H-1-201(3)(q) of the MIDA Act, for any Private Land, the County shall provide only the Municipal Services set forth in Exhibit B in the Project Area (“**County Municipal Services**”). MIDA shall be responsible for all other utilities and services not specifically set forth in Exhibit B. Except for the County Municipal

Services and utility and other services as provided by utilities regulated by Utah Code, Title 54, all other utility or municipal-type services required for development within the Project Area shall be provided by MIDA, or such special districts as may be created. The County shall bear no operational or financial responsibility for any services or utilities provided to the Development Project beyond the County Municipal Services.

- b. MIDA is obligated to provide all necessary infrastructure and improvements for the Development Project to function and dedicate the applicable infrastructure and improvements to the County. MIDA may, through agreements with the Master Developer, assign the foregoing public infrastructure responsibilities.
- c. County Municipal Services does not include government approvals or services for which a government permit or inspection is required, and a corresponding fee is charged by the governmental entity under applicable ordinances to pay for the service provided, including road grading permits and inspections; land use approvals, building permits, inspections, letters of completion, and certificates of occupancy; and, business licenses (“**Permitting and Inspection Services**”). MIDA has the responsibility to provide for Permitting and Inspection Services. Utah law provides that fees charged for Permitting and Inspection Services shall be reasonably commensurate to the cost to provide the service. MIDA may, in its sole discretion, contract with a third party to provide some or all of the Permitting and Inspection Services. Notwithstanding the foregoing, inspections for public infrastructure to be dedicated to the County are subject to Section 5(f).
- d. The Parties acknowledge and agree that the County Municipal Services and municipal services provided by MIDA may be best provided by separate special districts or one or more public infrastructure districts created by MIDA (each a distinct legal entity and political subdivision of the State of Utah, a “**Service District**”), which would require the consent of both Parties. The Parties shall work together in determining if a Service District is appropriate and how it would be funded (e.g. a new sewer system that will be created to support the Development Project). The County agrees to take such steps as may be reasonably necessary to authorize the creation of one or more Service Districts to serve the Development Project, so long as the County does not bear operational or financial responsibility for such Service Districts.
- e. For the Private Land, which receives County Municipal Services, the County’s rules, ordinances and regulations applicable to the provision of such County Municipal Services shall be those rules, ordinances and regulations adopted by the County and in effect as of the Effective Date hereof or hereafter adopted, amended or otherwise modified that are applicable generally to such services provided in other areas of the County. MIDA shall take all necessary actions to formally adopt such rules, ordinances and regulations for the Private Land. The County shall not discriminate with respect to the provision of County Municipal Services to the property, businesses, or residents of the Private Land but shall provide the County Municipal Services in substantially the same manner and to the same extent that

the County provides such County Municipal Services to the balance of the unincorporated area of the County.

- f. The County shall be paid to provide the County Municipal Services as provided in Section 6.
- g. The County shall indemnify, release, and hold MIDA and its agents, representatives, directors, employees, and officers, harmless from any and all claims, damages, suits, fees, liabilities, and attorney's fees of whatever nature (collectively, "**Claims**"), which may arise from or are related to the County's control or the County's provision of the Municipal Services, but only to the extent that the County would have liability for such Claims absent the existence of MIDA.
- h. MIDA shall indemnify, release, and hold the County and its agents, representatives, directors, employees, and officers, harmless from any and all claims, damages, suits, fees, liabilities, and attorney's fees of whatever nature (collectively, "**Claims**"), which may arise from or are related to the MIDA's control or MIDA's provision of the Municipal Services, or any other service MIDA provides in the Project Area, but only to the extent that the MIDA would have liability for such Claims absent the County's provision of the County Municipal Services.

5. LAND USE STANDARDS & PUBLIC INFRASTRUCTURE; REPORTING

- a. New water wells shall be prohibited in the Project Area.
- b. Residential uses shall be prohibited in the Project Area. MIDA shall not allow any residential development within the Project Area, except temporary housing for construction workers near the construction site.
- c. Regardless of the number of hotels, the total number of hotel rooms in the Project Area shall not exceed 150. For purposes of this section, "hotel room" means any room, suite, unit, or accommodation that is offered, marketed, licensed, or made available for transient occupancy (i.e., occupancy for periods of less than thirty (30) consecutive days), whether on a nightly, weekly, or similar basis, and regardless of the form of ownership.
- d. Noise from the any portion of the Development Project, specifically including any portion of any Data Center Campus or Energy Generation Facility, shall not exceed 55 dB(A) daytime, 45 dB(A) nighttime, at any point along any boundary of the Project Area.
- e. MIDA acknowledges that the land to be included in the Project Area is generally classified as "fence out" land, where the property owner is responsible for erecting fences that comply with applicable County requirements in order to prevent livestock from entering. MIDA agrees and acknowledges that neither the creation of the Project Area nor the adoption and execution of this Agreement modifies the general fence-out requirement applicable to the portions of the County adjacent to the Project Area.

- f. All public infrastructure that is to be dedicated to the County (“**County Infrastructure**”) shall comply with all applicable County rules, regulations, standards, and ordinances. County Infrastructure shall be inspected by County officials throughout construction and prior to acceptance. Completion assurance shall be required in favor of the County in the amount of the estimated cost of the County Infrastructure. The County Infrastructure shall be warrantied for a period of at least one year after acceptance by the County. All design and engineering that involves drainage shall be performed by an experienced, licensed engineer familiar with the County’s drainage difficulties and challenges.
- g. During construction of the Development Project, the Project Area shall be accessed by _____ only. _____ shall not be used for access to the Project Area.
- h. MIDA, or MIDA’s designee or assign, shall report water and natural gas usage amounts to the County on a quarterly basis for the Term of this Agreement.

6. TAXES AND REVENUE.

- a. Pursuant to the MIDA Act, MIDA will receive tax revenue from the following sources, and such tax revenue shall be paid to the County as County Revenue:
 - i. A Municipal Energy Sales and Use Tax applied to Compute Complexes (“**MET**”) - .05% which shall be adjusted when necessary, as provided in Subsection 6(c);
 - ii. A MET applied to all other users, except Data Center Campuses – 6%
 - iii. A Telecommunications License Tax - 4%;
 - iv. A Transient Room Tax – 1%
 - v. The point-of-sale portion of the local option sales tax MIDA receives as described in §63H-1-102(15)(b) (“**POS Sales Tax**”); and
 - vi. The dedicated tax collections (as defined in §63H-1-102(4) of the MIDA Act) which is the 25% portion of the property tax allocation paid to MIDA. This is collected from all of the Private Land, except any Compute Complex (which pays the LOC Payments).
- b. MIDA may increase the MET percentage above the MET percentage listed in Subsection (6)(a)(i) to assist in the construction of Energy Generation Facilities, as a Municipal Service provided by MIDA.
- c. Based on current estimates, the first phase of Wonder Valley in Salt Wells will require the generation of approximately three gigawatts of energy, and the County would receive approximately \$30 million annually (“**Energy First Phase**”) and when fully built out at a capacity of approximately nine gigawatts, approximately

\$108 million annually (“**Energy Build Out**”). These estimates are based on the various sales taxes imposed on the sale of energy from Wonder Valley in Salt Wells, specifically: (i) the County’s portion of the local option sales tax; (ii) the County option sales tax; (iii) the POS Sales Tax; and, (iv) the MET imposed by MIDA. Because these are only estimates and the County is relying on receiving these amounts as an inducement to enter into this Agreement, MIDA agrees that it will adjust the County MET applicable to Wonder Valley to ensure that the County receives a minimum of \$30 million annually from the Energy First Phase and at least \$108 million annually from the Energy Build Out.

- d. MIDA shall remit all of the County Revenue to the County within thirty (30) days of receipt of the funds.
 - e. The County may, but is not obligated to, coordinate with Box Elder School District to determine if a portion of the County Revenue, after the payment for the County Municipal Services, should be allocated to Box Elder School District for impacts related to the Development Project. The County shall not be required to account to MIDA as to any payments to the Box Elder School District.
 - f. The Master Developer has agreed to make three annual Upfront Payments of \$5,400,000.00 per year. The first payment will be paid by MIDA or the Master Developer to the County within thirty (30) days of the issuance of the first building permit for any construction of any portion of Wonder Valley in Salt Wells. The second payment is due one (1) year after the first payment and the third and final payment is due one (1) year after the second payment. These payments are intended to mitigate the initial impacts to the County from the development of the Development Project and County may use these payments for any purposes it deems appropriate.
7. REMEDIES. Before either Party brings any legal action to enforce any provision of this Agreement, the Parties shall submit to nonbinding mediation conducted by a mutually agreed-upon mediator (or, if the Parties cannot agree within fifteen (15) days, a mediator appointed by the American Arbitration Association), the costs of which shall be equally shared by the Parties. The mediation process shall be completed within sixty (60) days of the written demand for mediation unless the Parties mutually agree to an extension.
8. NO SEPARATE ENTITY CREATED. No separate legal entity is created by the terms of this Agreement. There shall be no real or personal property jointly acquired by the Parties as a result of this Agreement.
9. NO THIRD-PARTY BENEFICIARIES. This Agreement and the covenants, promises, obligations and responsibilities contained herein are intended solely to establish the obligations and benefits of the respective Parties hereto. No third-party may enforce the terms of this Agreement or rely on this Agreement in any action against either of the Parties.

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

11. GENERAL INDEMNITY. Subject to the provisions of this Section, each Party agrees to indemnify, release, hold harmless and defend the other Party hereto from all claims, damages, liabilities, and judgments for injury to persons, loss of life, or damage to property occurring because of the negligent acts or omissions of the indemnifying Party, its officers, or employees in connection with this Agreement.

12. INTERLOCAL ACT REQUIREMENTS.

- a. This Agreement shall be authorized by resolution or ordinance of the legislative body of each Party, pursuant to §11-13-202.5(1)(b) of the Interlocal Cooperation Act;
- b. The resolution or ordinance of a Party's legislative body approving this Agreement shall specify the effective date of this Agreement, pursuant to §11-13-202.5(2) of the Interlocal Cooperation Act; and
- c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to §11-13-209 of the Interlocal Cooperation Act.

13. CONTRACT REPRESENTATIVE. Each Party agrees to designate a contract representative responsible for matters involving contract interpretation and performance during the term of the Agreement. The contract representatives shall be:

- a. For MIDA, the Executive Director or the Executive Director's designee.
- b. For the County, the County Commission Chair or the Chair's designee.
- c. The Parties agree to provide notice to the other Party of any change in designated contract representative prior to the effective date of the transfer of responsibilities.

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

- a. If to MIDA: Military Installation Development Authority
Attention: Executive Director
450 Simmons Way, No. 400
Kaysville, UT 84037-6722

With a copy to: Military Installation Development Authority

Attention: General Counsel

[_____]

Attn: [_____]

[_____]

[_____]

b. If to the County: [_____]

Attn: [_____]

[_____]

[_____]

With a copy to:

[_____]

Attn: [_____]

[_____]

[_____]

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

15. AMENDMENT. The terms of this Agreement may be modified or amended at any time through execution by the Parties of a written amendment hereto. Any amendment of the Agreement shall specify the changes hereto and the effective date(s) of the changes. The Parties shall amend this Agreement under the following conditions: (i)...
16. WHOLE AGREEMENT. This Agreement, including the Background section and Exhibit A (which is hereby incorporated herein by reference), contains the entire agreement between the Parties. All promises, representations, understandings, warranties, inducements and agreements with respect to the matters described in this Agreement have been expressed herein. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect. Any terms not specifically defined herein but defined in the MIDA Act shall have the meanings set forth in the MIDA Act.

[Signature Page to Follow]

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

**Military Installation Development
Authority**

Paul Morris
Executive Director

ATTEST:

MIDA Staff

Approved as to Form:

Attorney for MIDA

Box Elder County

[]
[]

ATTEST:

County Clerk

Approved as to Form:

[]

County Attorney

Exhibit A

To

Interlocal Cooperation Agreement

Map of Project Area Located in Box Elder County

Exhibit B

To

Interlocal Cooperation Agreement

County Municipal Services

1. Road maintenance, including snow removal, within the Project Area, shall be performed only on roads dedicated to the County.
2. Public Safety and Emergency Services
3. Administrative and Operational Support for No. 1 and No. 2.