MINUTES
BOX ELDER COUNTY COMMISSION
APRIL 22, 2026

The Board of County Commissioners of Box Elder County, Utah met in an Administrative/Operational Session at the County Courthouse, 01 South Main Street in Brigham City, Utah at 11:15 a.m. on **April 22, 2026.** The following members were present:

Tyler Vincent	Chairman
Lee Perry	Commissioner
Boyd Bingham	Commissioner
Marla R. Young	Clerk

The following items were discussed:

1. Agenda Review/Supporting Documents
2. Commissioners' Correspondence
3. Staff Reports – Agenda Related
4. Correspondence

The Administrative/Operational Session adjourned at 11:25 a.m.

The regular session was called to order by Chairman Vincent at 11:30 a.m. with the following members present, constituting a quorum:

Tyler Vincent	Chairman
Lee Perry	Commissioner
Boyd Bingham	Commissioner
Marla Young	County Clerk

The prayer was offered by Commissioner Perry.
The Pledge of Allegiance was led by Treasurer Shaun Thornley.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF APRIL 8, 2026 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER PERRY, SECONDED BY COMMISSIONER BINGHAM AND UNANIMOUSLY CARRIED.

ATTACHMENT NO. 1 - AGENDA

ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION

There were no Administrative Review Items discussed.

FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS

There were no Former Agenda Items discussed.

EMERGENCY MANAGEMENT ISSUES

There were no Emergency Management Items discussed.

BOX ELDER COUNTY EMPLOYEE RECOGNITION

Chairman Vincent stated they would like to recognize Anne Hansen, Deputy Attorney, as the Employee of the Month. He said they have thrown some curveballs her way the last few months and she handles everything properly.

The Commissioners presented Anne Hansen with a certificate.

ARPA/LATCF

LATCF Fund Usage. An Additional $5,000 for Hand Held Radio Encryption-Shirlene Larsen

Auditor Shirlene Larsen stated the Sheriff's Office has requested $5,000 for hand held radio encryption from LATCF Funding.

Commissioner Perry explained that because different agencies are now on a different system, it is necessary for a different encryption on the radios to be able to continue to communicate with the entities.

MOTION: Commissioner Perry made a motion to approve the additional $5,000.00 from the LATCF fund for the hand held radio encryptions. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

AUDITOR'S OFFICE

Write off of Accounts Receivable - Old Fire Billings-Shirlene Larsen

Auditor Shirlene Larsen explained that each year the external auditors review the accounts receivable. They found four accounts that have been there for a very long time. The county used to bill for ambulance calls and for fire services. These outstanding bills are for old bills before 2013. She recommended they write it off as bad debt.

MOTION: Commissioner Perry made a motion to write-off the old accounts as bad debt. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Vincent voting Yea.

Updated Consolidated Fee Schedule Resolution #26-09-Shirlene Larsen

Auditor Shirlene Larsen explained Resolution #26-09 addresses fees for the fairgrounds and updates to fees for the Recorder's Office that is required by statute.

MOTION: Commissioner Perry made a motion to approve Resolution #26-09. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 2 - Resolution #26-09

COMMISSIONERS

Interlocal Agreement #26-15 Between Box Elder County and the Military Installation Development Authority (MIDA) Relating to the Stratos Project Area-Commissioners

Paul Morris, Executive Director and General Counsel for MIDA (Military Installation Development Authority) stated MIDA was created by the Utah State Legislature in 2007. It is an organization for economic development with a military focus. The military is very important to the state of Utah, not for just patriotic reasons but because it is an economic driver for the state. People aren't aware that it rivals the construction industry. MIDA has a seven member board with five appointed by the Governor, one from the Speaker of the House, and one by the President of the Senate. Of the five appointed by the Governor, three must be local elected officials at or near the project area. MIDA has had great success. He gave an example of Hill Air Force Base going from zero taxable value to five thousand jobs. It now has about six hundred million taxable value. He said they have another major project in Wasatch County that

went from a twenty million dollar taxable value to a two billion dollar taxable value. The way MIDA works is that a project area is created to use the tools the legislature gave to the state economic development, help a local government, and also help the military. A group came with a proposal to the state of Utah at the Governor's Office of Economic Development and they referred it to MIDA due to the hyperscale of the Data Center and military component. This proposal was unusual due to its military, national security reasons, and its viability. This happened in January.

They specifically focused on Box Elder County because the county has several unique assets: (1) the Ruby Pipeline can be used to generate power at a significant level, (2) redundant fiber, (3) educated workforce, and (4)Universities and others that can help with education and employment. When they looked at it, they thought Box Elder could be one of the best locations for this project. We know this is a rural county and they respect the rural nature of it. This feels like it could be a good fit. It is one of the least dense per acre and brings several thousand construction jobs and 2,000 permanent high paying jobs. It is dark sky compliant. Per acre it is the least impactful, but the highest value. Ranchers can graze next to its fence as there is low noise. They do not want to go to MIDA where they are not welcomed or wanted. If they are going to have private land in addition to military land, they need the county consent and the landowners consent. The good news is they have all the consent from the landowners. It is about 40,000 acres spread between Locomotive Springs and Hansel Valley. There are some acres near the freeway. All of the landowners have signed a consent and are supportive of what they are bringing here. He read a letter from property owner Jed Heaton showing support and stating he is willing to be a part of it.

There is a desperate national security and military need to keep up with China and other locations. We do not have the computing power to do what needs to be done. Data centers have a bad reputation about gobbling up water, using up power, and when built they don't employ many people. This is not that. This is a hyperscale center with the latest technology. The electricity is completely self-contained. They believe they will have excess power that they can put back into the grid. The water usage is minimal. The water that they are buying, as part of the land for the cooling, is circulated water that's reused. The particular water has brine in it, so they are going to clean the water, use it for the cooling and then it goes back down into the aquifer and feeds into the Great Salt Lake. He feels it will be a net gain for the Great Salt Lake. He introduced Colonel Owens. He is going to be the Assistant Adjutant General for the National Guard to describe why this project is so important to the military.

Colonel Andrew Owens of the National Guard thanked the Commission for allowing him to address them. He stated that from a military standpoint, projects like this matter. Our homeland is no longer a sanctuary. Our enemies have the capability to touch us at home. National security has to be built into our infrastructure from the start. Investments that strengthen energy resilience and support critical systems help to ensure we're prepared for the challenges ahead and are able to operate without interruption when it matters the most. He said what MIDA is doing here on

the national level as we compete against our enemies China and Russia, will help bridge the capability gaps that we see well into the future.

Paul Morris explained that what is on the agenda today is the consent of the land use authority and the landowners consent done by resolution. The second is the interlocal agreement. As happy as we are to help the military, we still need to make economic sense. It needs to make economic sense for the state of Utah, the military, the county, and local government. This one checks all of the boxes in an incredible way. This is a once in a generational opportunity. He spoke of new generators that take zero water. They are working hard, but not trying to push the county, state, or MIDA into making the agreement. They are aware that there is real competition because of the high value and low impact demands for these new generators that are air cooled.

The interlocal agreement designates some of the money to go back into infrastructure such as water, sewer, storm drains, and roads. They have negotiated with the developers that there is no requirement from Box Elder County to subsidize the project. They subsidize the county. They have to put in all the infrastructure and dedicate it to the appropriate governmental entity. He said they have a tax structure and MIDA has two funds. There is a development fund that has certain restrictions on how it is used for development from that incremental increase. The second is a municipal services fund. As they have looked at this MIDA has always liked to defer to the local government.

He explained that in the proposal, during the first phase which is 3 gigawatts of power, the county would get a minimum of thirty million dollars annually. After the first phase is built out, the county would get one hundred and eight million dollars annually. The county has the decision of the best way to use the money as it goes into the general fund. They have a MIDA board meeting on Friday as there are decisions being made nationally about this high quality power. In their meeting they will create the project area, adopt the standards and guidelines that govern the land use, make sure the agricultural uses are permitted, greenbelt continues on, leasebacks to the ranchers, and adopt their side of the interlocal agreement. They will review changes requested by the County Attorney and adopt the development agreement with this particular group to incentivize them to do what we need them to do in our state and in the county.

Commissioner Bingham asked Mr. Morris to talk about the upfront costs to the county to help with the various services such as the Sheriff's Office, Fire Department, EMS, and Roads.

Mr. Morris stated there will be a three year lag. The county has proposed to receive 16.2 million dollars spread over three years. When they first get a building permit, they pay the county 5.2 million dollars and each year after that for three years. The county can use that for whatever services they feel necessary. The company has agreed to it. He explained that in the interlocal agreement they have created a development review committee. The executive director chairs the committee. The other six members are chosen by the County with the recommendation of a landowner to serve on that committee.

Chairman Vincent stated they are grateful for MIDA and the public to be here to hear what this project is about. He said they are going to table the items today for more information and wants the county and communities to be involved. This project looks exciting and the potential investment and job creation sounds great, but they want to be sure the project is done in the right way. We want to protect our agricultural heritage, maintain local control, and address the concerns of the residents. The Commissioners and the County Attorneys are taking time to review the interlocal agreement and understand it. They want to take the time to be thorough. They want to make sure all the players, especially the Commission and Attorneys all understand the project and its impacts, the private land owners are being taken care of, and the county will be strong in the future. He asked the audience who had land in the project area to raise their hands if they are in favor of the project. He also asked those who were opposed. It was clear that the majority in the room were for the project. He said the Commissioners want the citizens to have the information of what is going on.

Commissioner Perry stated he would like the citizens to know that this is not something that they have been sitting on for months. It started back in January or February but the Commission was only made aware of it in the last couple of weeks. They are trying to absorb the information and that is why they are not going forward today.

Chairman Vincent stated because of the time sensitive deadline from MIDA and the sponsors of the project, there is likely to be a Special Commission Meeting set to address the interlocal agreement and provide consent before the next regularly scheduled meeting. The meeting will be noticed at least 24 hours in advance as required by state law.

MOTION: Commissioner Bingham made a motion to table agenda item 9a and 9b. The motion was seconded by Commissioner Perry and the items were tabled.

Resolution #26-10 - Box Elder County Commission Consenting to the Military Installation Development Authority's Stratos Project Area-Commissioners

Deputy Attorney Anne Hansen stated that based on discussions, instead of passing a resolution giving consent, they have prepared an amended resolution that talks about the importance of the project and the county's intent to engage and look into the full benefits of the county along with other impacts and outcomes. It outlines the details that Mr. Morris has shared and demonstrates the Commission's participation with MIDA looking into this project.

MOTION: Commissioner Perry made a motion to approve amended Resolution #26-10 to engage with MIDA in exploring the opportunity to have private land located in the unincorporated area of Box Elder County included in the Stratos projected area. Commissioner

Bingham seconded the motion. The motion carried unanimously on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 3 - Amended Resolution #26-10

COMMUNITY DEVELOPMENT

Garland - 300 S. Corridor Preservation Fund Request-Scott Lyons

Community Development Director Scott Lyons explained they have received a request from Garland City for a Corridor Preservation Project. The project is for 300 South, Main Street, and a portion of 100 West. The estimate for the project is $295,318.00 and the COG approved up to $120,000.00.

MOTION: Commissioner Perry made a motion to approve the request for Garland City up to $120,000.00 as recommended by the COG. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

Willard City - 300 E. Corridor Preservation Fund Request-Scott Lyons

Community Development Director Scott Lyons stated they have received a request from Willard City to use Corridor Preservation Funds for a right of way acquisition. The estimated cost of the project is $60,400.00 and the city will contribute twenty-five percent. It has been approved by the COG.

MOTION: Commissioner Bingham made a motion to approve the Corridor Preservation Fund request from Willard City as recommended by the COG. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

BEC/BLM MOU #26-17 for High Desert Trail Environmental Assessment-Scott Lyons

Community Development Director Scott Lyons explained MOU #26-17 allows the county to be a cooperating agency for the environmental assessment of the High Desert Trail. He said the trail goes from Washington County to Snowville. The county's portion of the High Desert Trail uses existing roads.

MOTION: Commissioner Perry made a motion to approve the Box Elder County/BLM MOU #26-17. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 3 - MOU #26-17

Request to Purchase County Property 03-156-0026-Scott Lyons

Community Development Director Scott Lyons stated the Commission was approached by a citizen from Perry about a surplus property request for an adjacent property in Perry City. They have done some research and the parcel is listed as .06 acres in size. The Recorder's Office did some research and the county obtained the property from a tax deed. After consulting the Recorder, his recommendation is to have a survey done because of a boundary issue and being unsure of the size of the parcel. It is unclear enough to question whether it is surplus property.

Recorder Chad Montgomery stated the issue is that the acreage does not match the legal description.

The Commissioners directed staff to let the requester know that they would need to do a survey.

Ordinance #649 - Rezone from Unzoned to AHZ-Scott Lyons

Community Development Director Scott Lyons explained Ordinance #649 is a rezone request in the area southwest of Tremonton. It contains approximately 1,362 acres. The request is to change from unzoned to the Ag Heritage Zone. It was heard by the Planning Commission and a public hearing was held. The Planning Commission has recommended approval.

MOTION: Commissioner Bingham made a motion to approve Ordinance #649. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 4 - Ordinance #649

Ordinance #650 - Rezone from Unzoned to AHZ-Scott Lyons

Community Development Director Scott Lyons explained Ordinance #650 is a requested rezone of 1,622 acres in the Garland/Riverside area. It is currently unzoned and the applicants are requesting the Ag Heritage Zone. It has been through the Planning Commission and a public hearing was held. The Planning Commission has recommended approval.

MOTION: Commissioner Bingham made a motion to approve Ordinance #650. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 5 - Ordinance #650

Agreement #26-16 Subdivision Improvement Agreement - Beckam's Edge Subdivision Phase 6-Scott Lyons

This item was postponed.

FAIRGROUNDS

Facility Use Agreement #26-12 (Fairgrounds Building) -Anne Hansen

Deputy Attorney Anne Hansen stated Agreement #26-12 is an updated agreement with Box Elder County and Lola Baker aka The Boot Lady for the rental of the exhibit hall through February of 2027. She is in the process of getting a new location and will keep the county updated if she leaves early or needs additional time.

MOTION: Commissioner Bingham made a motion to approve Facility Use Agreement #26-12. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 6 - Agreement #26-12

Approve the Updated Standard Horse Stall Month to Month Rental Form Agreement-Anne Hansen

Deputy Attorney Anne Hansen presented the Updated Standard Horse Stall Month to Month Rental Form Agreement. She said they are following up with the current renters to be able to continue to rent. The current renters are given until June 12 to vacate. If they renew, there will be an additional agreement for special equipment. The agreement is very comprehensive to cover the liability. It defines what is allowed and what is not.

MOTION: Commissioner Perry made a motion to approve the Updated Standard Horse Stall Month to Month Rental Form Agreement. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

RECORDER'S OFFICE

Common Chain LLC Agreement #26-13-Chad Montgomery

Recorder Chad Montgomery presented Agreement #26-13 with Common Chain LLC. He explained this company uses a separate backup of their data that is cloud based for title searches. They take historical documents and index all the information. Other groups would cost $1.00 per document. With Common Chain LLC there is no cost to the county as it is done through the title searches provided.

MOTION: Commissioner Bingham made a motion to approve the Common Chain LLC Agreement #26-13. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 7 - Agreement #26-13

TREASURER'S OFFICE

Requesting Forgiveness on Interest and Penalties for Unpaid Property Tax on Parcel 05-053-0109- Heather Murphy

Heather Murphy stated they used to live in Box Elder County. She owns a small building in Tremonton and failed to pay the property tax from 2022-2025. She didn't notice that she was not paying for it. She said she remarried and didn't change the address to receive the tax notices.

She said going through challenges with her marriage and an eventual divorce caused difficulty in keeping things straight and caught up. She said she is in the process of rebuilding her life and asked the Commission if they would waive the penalties and interest. She said she would get a Heloc loan to pay the taxes.

Treasurer Shaun Thornley stated the penalties and interest is $1,005.35 and is not a tax sale property. The notices were going to the wrong address.

MOTION: Commissioner Perry made a motion to forgive the interest and penalties for parcel #05-053-0109. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

Requesting Forgiveness on Interest and Penalties for Unpaid Property Tax on Parcel 03-125-0103-Larry Stevens

Larry Stevens stated he is the owner of parcel #03-125-0103. He said it is a secondary home. He said his wife has been in the hospital for an extended period of time and he is legally blind. He said they have not had a way to pay. He said he has a way to pay the full amount for the taxes but requested the interest and penalties to be waived.

Treasurer Shaun Thornley stated this is a tax sale property and it is a secondary residence so the taxes are higher. The penalties and interest are $3,374.47 and the taxes are $14,775.13. Their primary residence is in another county.

MOTION: Commissioner Bingham made a motion to forgive the penalties and interest on parcel #03-125-0103. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

HUMAN RESOURCES

Policy 28 - Employee Medical Examination-Jenica Stander

HR Director Jenica Stander explained Policy 28. She said it is a new policy based on new legislation which goes into effect on May 6, 2026. The county is not allowed to ask an employee to pay for a medical exam. The county will pay the bill directly.

MOTION: Commissioner Perry made a motion to approve Policy 28. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

PUBLIC COMMENT (No action will be taken at this time)

Chairman Vincent reviewed the guidelines for the public comment period.

Kent Hyer stated he is a property owner in the Blue Creek area. He came to the meeting specifically because of MIDA. He said he didn't know what MIDA was and he learned that the Commission had just learned about it also. He said he is concerned about three things: (1) the amount of traffic being brought into the area, (2) power being used from the Ruby Pipeline and the possibility of raising electrical prices, and (3) taking the brining water used for cooling. He asked if they know how far the aquifer reaches to Blue Creek? He said he hopes they consider the people around the area.

DeAnna Hardy of Brigham City stated the Box Elder Committee of Liberty is concerned that several times their comments have not been correct in the minutes. She said a correction of the minutes from March 24, 2026 should reflect that they believe zoning should only be permitted when a property owner is doing something immoral or dangerous with their property. The minutes only stated immoral. She said Commissioner Perry reported at the convention that each department cut four percent of their budgets, but failed to speak about the large wage increases. The citizens do not receive an increase in salary every year. They have their money taken away every year. The citizens have every right to stand against the tax increases that were not consented to by the governed. The citizens are being forced to turn over their hard earned money to pay for salaries. Our representatives are showing no concern or respect for their constituents. She asked about the ambulance the county purchased and stated it should be part of the free market system. She said Commissioner Bingham stated he is for property rights and wanted to zone peoples property. It is unconstitutional. The country was founded on private property rights and the representatives are supposed to be protecting this right.

LuAnn Adams said her family has property in the Salt Wells area and they are affected by the MIDA project. She stated they were called some time ago and they let them know that they are a working ranch. She gave a brief history of their ranch going back to her husband's grandfather. They have a seed business growing forage kochia. They have cattle and want to keep ranching and have several generations coming up. She said they couldn't take the offer given as it is their good winter range. They didn't say who all was involved or who all was being affected. She had concerns about the non-attainment area, pollution, loud noise, water pollution, and the roads having blind corners and traffic. They are not interested in selling their property.

Suzanne Rees said she was concerned about the road being dangerous with blind corners. Having 2,000 employees traveling the roads is a hazard and potentially life threatening. She asked why it had been so secret. She stated her grandson said it was talked about in their college class.

Tim Munns of Hansel Valley stated that nobody wants change in the name of progress or development and the county needs to manage what we are doing. All the neighbors have been calling him for months and he was one of the last to know. He said it will have a huge impact on our county, state, and Hansel Valley. All the neighbors and friends respect each other's opinions. Their family will be impacted directly. He asked questions of elected officials and they didn't know about it. After being given the information, he feels it is going to be an economic boom for the county, a massive increase for the county budget and school district. It will affect all of them. The tipping point for him was the MIDA aspect of it for the military and Department of Defense. He said money isn't the object, change is inevitable, and progress is going to come. He said he is not selling out, but is on board with the project.

Rick Ellis of Howell Valley said we don't have any idea the scope of this project, good or bad. He is not for or against it as he has interest both ways. The lack of transparency is concerning. Fifteen million is a drop in the bucket for what the infrastructure is going to cost us. It will change what we are doing forever and he encouraged the Commission to look at it very carefully to structure it to be sure it benefits the county and its residents.

Douglas Holland stated he is a landowner in the proposed MIDA area. He thanked the Commission and the MIDA representatives and developers for the information provided and doing their due diligence. He has been in meetings with local land owners and both the Commission and Mida representatives were mitigating the potential impacts to the area.

Ann Varner said she is a landowner in Hansel Valley. She feels this is a once in a lifetime opportunity and feels it will have a good impact on the state of Utah and Box Elder County. They are for it.

Becky Meier said she is a landowner in the area. She feels it is a great economic thing for the county and will be a positive impact without a lot of impact. She gave her support for the project.

Matt Tubbs stated he is a landowner within the boundaries of the Stratos area project. He said he supports the project and is in favor of MIDA. He has been working with the West Genco team and they have been very transparent. They only want what is best for the county and the project. He said he supports the project.

Russell Boyer stated he is a landowner in Locomotive Springs and is in support of the project. His family has ranched there since the late 1800's. His family is employed at Northrop Grumman. He feels the project is needed. The Ruby Pipeline was put in on them in

approximately 2010 and has not been much use for the county. The economic gain from this project and the jobs brought in is needed. With the military, race to space, and data driven race we need it.

Ken Eliason stated he has a ranch in Locomotive Springs. It started with his grandfather 75 years ago. He and his sons still ranch there on private land and BLM ground. When he first heard about it, he was not for it, but the more he has learned about it there would be just a small part impacting them. He is now in favor of it and feels it will be a big boom for employment in the Curlew Valley and other things.

Bud Munns said he is a property owner in the proposed MIDA area. We know the impacts will have some negatives and some positives. He is in favor as it shows a direct positive to the local ranchers and our county. He said he can speak to the military aspect personally as we are behind in the computing power. He stated that humanity has got to move on. The benefits could go to another state, as well as the workforce. He said he would like to be considered to sit on the board. He stated that time is of the essence so that they do not go somewhere else and the county can get the benefit from it. He feels it will be a positive thing for the county.

Dustin Mills stated he is a fourth generation rancher in the area. He has concerns about what can be done to mitigate any problems that may arise and recourse to protect their properties. He asked about the impact to water and wells. He asked that as they move forward they do what they can to mitigate negative water impact, and ensure livelihood and their properties are protected. He expressed his concern with open range laws and traffic. He asked who pays for the ongoing impacts that we cannot see right now. He was concerned with property values and if the next generation will be driven off the ranches.

Shane Holmgren of Bar H Ranch stated he is a 5th generation rancher and has three kids and his wife with him at the meeting and wants a continued legacy. They have weighed the pros and cons and can see nothing but the pros. He gave an example of when Procter and Gamble wanted to come to Bear River City and they were told no. They found a way to build, but Bear River City does not receive any revenue. If they get onboard now, the county and state will benefit.

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim numbers 129414 through 129450 in the amount of $530,375.33 and claim numbers 129337 through 129413 in the amount of $481,202.22

PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS

Employee Name:	Department:	Type of Change:	Effective Date:
KIMBER, DAVID	WEED DEPARTMENT	NEW HIRE	5/4/2026
KIMBER, DAVID	WEED DEPARTMENT	CELL PHONE ALLOWANCE	5/4/2026
SACCO, TONYA	SHERIFF'S OFFICE	COMPENSATION CHANGE	4/6/2026
HECKERT, DENISE	SHERIFF'S OFFICE	COMPENSATION CHANGE	4/6/2026
HAFEN, ASHLEE	SHERIFF'S OFFICE	NEW HIRE	4/13/2026
HAFEN, ASHLEE	SHERIFF'S OFFICE	CELL PHONE ALLOWANCE	4/13/2026
CARR, ISABELLA	FIRE MARSHAL	COMPENSATION CHANGE	4/7/2026
KOTTER, HAYDEN	WEED DEPARTMENT	NEW HIRE	5/4/2026
KOTTER, HAYDEN	WEED DEPARTMENT	CELL PHONE ALLOWANCE	5/4/2026
BORG, DALLEN	WEED DEPARTMENT	NEW HIRE	5/4/2026
BORG, DALLEN	WEED DEPARTMENT	CELL PHONE ALLOWANCE	5/4/2026
MARSHALL, KELTON	WEED DEPARTMENT	REHIRE	4/27/2026
MARSHALL, KELTON	WEED DEPARTMENT	CELL PHONE ALLOWANCE	4/27/2026
BOYER, PAIGE	WEED DEPARTMENT	NEW HIRE	5/4/2026
BOYER, PAIGE	WEED DEPARTMENT	CELL PHONE ALLOWANCE	5/4/2026
NELSON, AMMON	WEED DEPARTMENT	REHIRE	5/12/2026

NELSON, AMMON	WEED DEPARTMENT	CELL PHONE ALLOWANCE	5/12/2026
WYNN, ROBERT	WEED DEPARTMENT	NEW HIRE	5/27/2026
WYNN, ROBERT	WEED DEPARTMENT	CELL PHONE ALLOWANCE	5/27/2026
WHITAKER, SAMUEL	LANDFILL	REHIRE	4/20/2026
ELZE, HAYDEN	WEED DEPARTMENT	NEW HIRE	5/4/2026
ELZE, HAYDEN	WEED DEPARTMENT	CELL PHONE ALLOWANCE	5/4/2026
KREIG, ALEXANDREA	FIRE MARSHAL	VOLUNTEER	4/22/2026
KREIG, RICHARD	FIRE MARSHAL	VOLUNTEER	4/22/2026

CLOSED SESSION

There was not a Closed Session.

ADJOURNMENT

A motion was made by Commissioner Bingham to adjourn. Commissioner Perry seconded the motion, and the meeting adjourned at 1:08 pm.

ADOPTED AND APPROVED in regular session this 13th day of May 2026.

Tyler Vincent , Chairman

Lee Perry, Commissioner

Boyd Bingham, Commissioner

ATTEST:

COUNTY CLERK STATE SEAL OF UTAH BOX ELDER COUNTY

Marla R. Young, Clerk

COUNTY COMMISSION MEETING

Commission Chambers, 01 South Main Street, Brigham City, Utah 84302
Wednesday, April 22, 2026 at 11:30 AM

AGENDA

NOTICE: *Public notice is hereby given that the Box Elder County Board of County Commissioners will hold an Administrative/Operational Session commencing at 11:15 A.M. and a regular Commission Meeting commencing at 11:30 A.M. on Wednesday April 22, 2026 in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah. Please be advised that a member of the Board of Commissioners may not be present at the upcoming meeting in person, but may partcipate via phone or other electronic means.*

1. **ADMINISTRATIVE / OPERATIONAL SESSION**
   - A. Agenda Review / Supporting Documents
   - B. Commissioners' Correspondence
   - C. Staff Reports
2. **CALL TO ORDER 11:30 A.M.**
   - A. Invocation Given by: Commissioner Perry
   - B. Pledge of Allegiance Given by: Treasurer Shaun Thornley
   - C. Approve the Minutes from April 8, 2026
3. **ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS**
4. **FORMER AGENDA ITEMS**
5. **EMERGENCY MANAGEMENT ISSUES**
6. **BOX ELDER COUNTY EMPLOYEE RECOGNITION**
7. **ARPA/LATCF**
   - A. 11:40 LATCF Fund Usage. An Additional $5,000 for Hand Held Radio Encryption-Shirlene Larsen
8. **AUDITOR'S OFFICE**
   - A. 11:42 Write off of Accounts Receivable - Old Fire Billings-Shirlene Larsen
   - B. 11:44 Updated Consolidated Fee Schedule Resolution #26-09-Shirlene Larsen
9. **COMMISSIONERS**
   - A. 11:46 Interlocal Agreement #26-15 Between Box Elder County and the Military Installation Development Authority (MIDA) Relating to the Stratos Project Area-Commissioners
   - B. 11:48 Resolution #26-10 - Box Elder County Commission Consenting to the Military Installation Development Authority's Stratos Project Area-Commissioners
10. **COMMUNITY DEVELOPMENT**
    - A. 11:50 Garland - 300 S. Corridor Preservation Fund Request-Scott Lyons

B. 11:52 Willard City - 300 E. Corridor Preservation Fund Request-Scott Lyons

C. 11:54 BEC/BLM MOU #26-17 for High Desert Trail Environmental Assessment-Scott Lyons

D. 11:56 Request to Purchase County Property 03-156-0026-Scott Lyons

E. 11:58 Ordinance #649 - Rezone from Unzoned to AHZ-Scott Lyons

F. 12:00 Ordinance #650 - Rezone from Unzoned to AHZ-Scott Lyons

G. 12:02 Agreement #26-16 Subdivision Improvement Agreement - Beckam's Edge Subdivision Phase 6-Scott Lyons

11. FAIRGROUNDS

A. 12:04 Facility Use Agreement #26-12 (Fairgrounds Building) -Anne Hansen

B. 12:06 Approve the Updated Standard Horse Stall Month to Month Rental Form Agreement-Anne Hansen

12. RECORDER'S OFFICE

A. 12:08 Common Chain LLC Agreement #26-13-Chad Montgomery

13. TREASURER'S OFFICE

A. 12:10 Requesting Forgiveness on Interest and Penalties for Unpaid Property Tax on Parcel 050-53-0109- Heather Murphy

B. 12:15 Requesting Forgiveness on Interest and Penalties for Unpaid Property Tax on Parcel 031-25-0103-Larry Stevens

14. HUMAN RESOURCES

A. 12:20 Policy 28 - Employee Medical Examination-Jenica Stander

15. PUBLIC COMMENT (No action will be taken at this time)

A. Those wishing to make a public comment shall sign the comment roll and will be responsible for following the rules outlined in the County Commission Rules and Procedures.

B. Speakers will have one, three (3) minute opportunity to speak regardless of the number of items they wish to address.

C. Speakers shall address their comments to the County Commission only. This is a time to be heard, there will not be a back and forth dialogue with the Commissioners.

D. Speakers may file copies of their remarks or supporting information with the County Clerk. The County Clerk will make the information available to the County Commission.

16. WARRANT REGISTER

17. PERSONNEL ACTIONS / VOLUNTEER ACTION FORMS / CELL PHONE ALLOWANCE

18. CLOSED SESSION

19. ADJOURNMENT

Prepared and posted this 17th day of April, 2026. Mailed to the Box Elder News Journal and the Leader on the 17th of April, 2026. These assigned times may vary depending on the length of discussion,

cancellation of scheduled agenda times and agenda alteration. Therefore, the times are estimates of agenda items to be discussed. If you have any interest in any topic you need to be in attendance at 11:30 a.m.

Marla R. Young - County Clerk

Box Elder County

NOTE: Please turn off or silence cell phones and pagers during public meetings. This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made three (3) working days prior to this meeting. Please contact the Commission Secretary's office at (435) 734-3347 or FAX (435) 734-2038 for information or assistance.

RESOLUTION NO. 26-09

A RESOLUTION OF THE BOX ELDER COUNTY COMMISSIONERS AMENDING THE CONSOLIDATED FEE SCHEDULE AS PREVIOUSLY ESTABLISHED BY ORDINANCE 638.

WHEREAS, the Legislative Body of Box Elder County has previously adopted, by ordinance, a consolidated fee schedule; and

WHEREAS, the Legislative Body further provided that amendments to the said fee schedule may be accomplished by resolution of the Legislative Body; and

WHEREAS, it is necessary to update said fee schedule in order to comply with laws of the State of Utah, meet cost increases to the County, or to better serve the community; and

WHEREAS, to do so will promote the health, welfare, safety and general well-being of the citizens and visitors of Box Elder County, and is in the best interest of the County.

NOW, THEREFORE, be it hereby resolved by the Board of County Commissioners of Box Elder County:

The Box Elder County Commission hereby adopts the amended Consolidated Fee Schedule attached hereto as *Exhibit A*, which has been amended in several places as outlined therein.

All other provisions of the fee schedule shall remain in full force and effect unless specifically amended.

This resolution shall take effect immediately as allowed by law.

PASSED AND ADOPTED THIS 22ND DAY OF APRIL 2026, BY THE BOARD OF COUNTY COMMISSIONERS OF BOX ELDER COUNTY, UTAH.

Attest:

Marla Young, County Clerk
County Clerk

Tyler Vincent, County Commission Chair

VOTE

Boyd Bingham	Yes Aye	No _____
Lee Perry	Yes Aye	No _____
Tyler Vincent	Yes Aye	No _____

Exhibit A

CONSOLIDATED FEE SCHEDULE

GENERAL ADMINISTRATIVE FEES

Credit/Debit Card Processing Fee	2.50% or $1.50 (whatever is greater) per transaction - (except for Xpress Bill Pay)
Return Check Fee	$20.00 per check, after 15 days an additional $35 fee may be also assessed if, after notification, the returned check is not covered.
Past Due Accounts Fee	$10.00 initial late fee plus 1.5% per month past due
GRAMA Fees:	
Records that require complication, redaction formatting, etc.	The Government Records Access and Management Act (GRAMA), § 63g-2-101 to 901 of the Utah Code, authorizes the County to charge a reasonable fee to cover the actual costs associated with complying with a records request. Such costs may include staff time, and media charges. Prepayment is required if the County estimates the costs will exceed $50.00, or if the requester has not paid for previous requests. The County may waive fees for fulfilling a GRAMA request under the circumstances described in § 63g-2-203(3) of the Utah Code. Fee waivers must be authorized by the County Commission. No charge will be made for the first quarter hour of staff time.
Copy Fees:	
Standard size, non-color white copies	$0.50 per page
Standard size, color copies	$1.00 per page
11x17, Black and White copies	$1.00 per page
11x17, Color copies	$2.00 per page
Other sizes	'Actual costs'
Certified documents	$6.00 - plus copy fees
Faxing Delivery	$1.00 per page
Electronic Delivery	$5.00 per sent access (link or email)
Mailing Delivery	Actual cost of postage and shipping
CD, DVD, Flash Drive, or SD Memory Card	$10.00 each or individual can provide a BRAND NEW, UNOPENED, SEALED, Flash drive to department to waive this fee

ASSESSOR	
Report Fee	$100.00 plus $0.05 per parcel fee
Tax Roll Copy	$1,000.00

ATTORNEY	
Discovery Fees:	
Electronic Delivery	$5.00 per sent access (link or email)
Printed Copy	$5.00 plus copy fees
Citation (with notes)	Electronic delivery: free printed: copy fees
CD, DVD, or Flash Drive	$10.00 each or individual can provide a BRAND NEW, UNOPENED, SEALED, Flash drive to department to waive this fee

AUDITOR	
Billing Late fee	$10.00 initial late fee plus 1.5% per month past due
Tax Roll Copy	$1,000.00

BOOKMOBLIE	
Late Book Fee (per item, per day)	$0.05 – per day per item
Out of County fee	$25.00 – per patron, per year for digital content use

BUILDING AND GROUNDS	
Inspections:	
Building Permit Fee	Adopt State ICC Fee Structure
Mobile Inspection	$500.00
Solar Inspection	$500.00
Generator/Battery	$350.00
Pump	$100.00

Meter Upgrade (Gas & Electric)	$100.00
Hourly Rate over 50-mile Radius	$100.00
Plan Review:	
Dwellings	50% of Building Permit Fee
Commercial	65% of Building Permit Fee
Misc.	50% of Building Permit Fee
Hourly Rate over 1 Hour Travel Time	$100.00
Deposits:	
Dwellings	$1,700.00
Commercial	$2,500.00
State Fee	1% of Building Permit Fee

CLERK	
Business License:	
Construction	$75.00 – plus $1.00 for each employee not to exceed $300 for entire fee
Contractors	$75.00 – plus $1.00 for each employee not to exceed $300 for entire fee
Manufacturing (all fabrication goes under Manufacturing)	$75.00 – plus $1.00 for each employee not to exceed $300 for entire fee
Transportation	$75.00 – plus $1.00 for each employee not to exceed $300 for entire fee
Communication	$75.00 – plus $1.00 for each employee not to exceed $300 for entire fee
Mining	$75.00
Landfills	$75.00
Recycling & Collection	$75.00
Solicitors	$70.00
Itinerant Merchants	$70.00
Home Occupations	$50
Agricultural Industry	$40
Services	$65
Retail	$65
Entertainment	$65
Other:	
Certified Copies	$6.00 plus copy fees
Marriage License	$50.00
Uncertified copy of Marriage License	$2.00
Voter Registration Card	$1.00
Passport:	
Passport Photo	$15.00
Passport Book Age 16 and Older	$165.00 ($35 to county, $130 to US Dept of State)
Passport Book Age 15 and Under	$135.00 ($35 to county, $100 to US Dept of State)

Passport Card Age 16 and Older	$65.00 ($35 to County, $30 to US Dept of State)
Passport Card Age 15 and Under	$50.00 ($35 to County, $15 to US Dept of State)
Expedite Fees for Passport	$60.00 – Add $22.05 expedite fee to overnight
Passport Renewal (Adults Only)	$130.00 (paid o US Dept of State)
Postal Overnight Fee	Current USPS rates

COMMUNITY DEVELOPMENT	
Administrative Conditional Use Permit Application	$375.00
Administrative Interpretation Application	$150
Business License Review Application	$25
Change of Building User Application	$75
Conditional Use Permit Application	$750
Engineering Review	$150 administrative fee plus, $500 engineering deposit plus final engineering cost
Floodplain Development Permit	$175
General Plan Amendment	$450.00
Hearing Officer Application (appeal/variance)	$375
Major Ordinance Text Amendment (201 words or more)	$1,250
Minor Ordinance Text Amendment (200 words or less)	$375
Sign Permit – Zone I Application	No Charge
Sign Permit – Zone II Application	$25
Sign Permit – Zone III Application	$375
Permitted Use Review	$150
Site Plan Review Application	$750 plus Engineering Review
Special Event Permit Application	$375
Subdivision: Agricultural Application	$375
Subdivision: Amendment/Vacate Application	$750 plus Engineering Review
Subdivision: Appeal Application	$150 plus half of appeal consultant fee cost
Subdivision: Preliminary Approval Application	$650 plus Engineering Review
Subdivision: Final Approval Application	$750 plus Engineering Review
Subdivision: Small (3 lots or less) without improvements Application	$750 plus Engineering Review
Temporary Use Permit Application	$190
Vacate a County Road Application	$750
Zoning Map Amendment Application	$750
Lot Line Adjustment	$150
Boundary Line Agreement	$150

FAIRGROUNDS	
~~Arena Rent –~~ *Events scheduled on Friday, Saturday, Sunday, or County declared Holidays, additional surcharge of 50% ~~daily~~ rate, including non-profit use.* ***Non-profit use, approval required by County Commission, 50% less the total rate.***	
Rent – Large Indoor Arena	$70.00 per hour ($600 per 10-hour day)
Rent – Small Indoor Arena	$40.00 per hour ($350 per 10-hour day)
Rent – Large Outdoor Arena	$40.00 per hour ($350 per 10-hour day, with Gate $1,200 per 10-hour day)
Rent – Small Outdoor Arena	$40.00 per hour ($350 per 10-hour day)
Rent – Exhibit Hall #3	$200.00 per day ~~or $500 Monthly (with yearly contract)~~
Rent – Museum Bldg/Kitchen Facilities	$25.00 per hour ($150 per day)
Rent – Auction Barn	$40.00 per hour
Rent – Bandstand	$40 per hour
Rent – Fine Arts Building	$50.00 per hour ($500 per 10-hour day)
Rent – Overnight Stalls	~~$10.00~~ $20.00 per night
Rent – Monthly Tack Rent	~~$10.00~~ $30.00
Rent – Monthly Stall Rent	~~$50.00~~ $100.00
Food Trucks	$50.00 per day to park at fairgrounds
Food-Vendors-use of kitchen	$100 per day

FAIR	
Commercial Inside Booth	~~$350~~ $400
Commercial Outside Booth	~~$275~~ $325
Food Inside Booth Deposit	$100
Food Outside Booth Deposit	$50
Inside Food Booth	~~$1,600~~ $1,800
Outside Food Booth 12' x 12'	~~$275~~ $350
Food Booth – Steer Bldg	~~$350~~ $500
Rodeo Outside Food Booth 12' x 12'	~~$200~~ $250
Rodeo Enclosed East Side Booth and storage	~~$800~~ $1,000
20 amp additional electrical service for booths	$50
Above 20 amp services for booths	~~$100~~ $125
Rodeo Family Ticket – Wednesday and Thursday	$50
Rodeo Adult Ticket – Wednesday and Thursday	$14
Rodeo Child Ticket – Wednesday and Thursday	$8
Rodeo Senior/Military Ticket- Wednesday and Thursday	$12
Rodeo Adult-Friday	$18
Rodeo Child-Friday	$12
Rodeo Senior/Military Ticket – Friday	$16

Rodeo Adult - Saturday	$20
Rodeo Child – Saturday	$16
Rodeo Senior/Military Ticket – Saturday	$18
Rodeo Queen Registration	$25
Rodeo Box Seating Rows A-C	$30
Rodeo Box Seating – Senior/Military Rows A-C	$28
Rodeo Box Seating Rows D-F	$25
Rodeo Box Seating- Senior/Military Rows D-F	$23

FIRE	
Report Copies (for owner/occupant of damage property ONLY):	
Electronic copy	No charge
Printed copy	$5.00 plus copy fees
Inspections:	
In-Home Residential Daycare (includes 1 in-person inspection)	$50.00
Commercial Day Care (includes 1 in-person inspection)	$100.00
Group Home (includes 1 in-person inspection)	$100.00
Care, Nursing, Assisted Living, & Rehabilitation (includes 1 in-person inspection)	$200.00
Miscellaneous Inspections (under 1-hour) (includes 1 in-person inspection)	$200.00
Business Inspection (includes 1 in-person inspection)	$100.00
Food Truck Inspection (includes 1 in-person inspection)	$100.00
Re-Inspection (includes 1 in-person inspection)	Same as initial inspection charge
Specialized Permits:	
Fireworks Retail Sales (includes 1 in-person inspection)	$350.00
Fireworks Display (includes 1 in-person inspection)	$700.00
Paint Booth, Spray Booth, Dip Tank, Powder Coating Plan Review (includes 1 plan review)	$75.00
Paint Booth, Spray Booth, Dip Tank, Powder Coating Permit (includes 2 in-person inspection)	$200.00
Flammable/Combustible Liquid Tank installation (above ground) Plan Review (includes 1 plan review)	$75.00
Flammable/Combustible Liquid Tank Installation (above ground) Permit (includes 2 in-person inspection)	$200.00

Petroleum Hydro Pump Test (includes 2 in-person inspection)	$200.00 per tank
Flammable/Combustible Liquid Tank Installation (below ground) Plan Review (includes 1 plan review)	$75.00
Flammable/Combustible Liquid Tank Installation (below ground) Permit (includes 2 in-person inspection)	$200.00 per tank
Underground Tank Removal (includes 2 in-person inspection)	$200.00 per tank
LPG Tank over 125 gallons install (includes 2 in-person inspection)	$200.00 per tank
CO2 Tank Inspections (includes 2 in-person inspection)	$200.00 per tank
Cryogenic-Inert Gas & Oxidizing Gas Plan Review (includes 1 plan review)	Same as the initial plan review
Operational Permits/Residential Burn Permits:	
Industrial Cutting/Welding Permit (includes 2 in-person inspection)	$200.00
Dry Cleaning Plants (includes 2 in-person inspection)	$200.00
Exhibits, Trade Shows (mass gathering event) (includes 2 in-person inspection)	$200.00
Fire Hydrants & Valves (includes 2 in-person inspection)	$200.00
Hot work operations (includes 2 in-person inspection)	$200.00
Industrial Ovens (includes 2 in-person inspection)	$200.00
Lumber yards & woodworking plants (includes 2 in-person inspection)	$200.00
Liquid or Gas fueled equipment in assembly buildings (includes 2 in-person inspection)	$200.00
Waste handling/recycling (includes 2 in-person inspection)	$200.00
Re-Inspections (each additional inspection)	$100.00
Burn Permits (Residential)	$10.00 per permit
Plan Review – Commercial:	
Commercial site plan review (includes 1 plan review)	No County fee but Third party review required for submission
Building plan review – 1-20,000 Sq. ft.	No County fee but Third party review required for submission
Building plan review – 20,001-50,000 Sq. ft.	No County fee but Third party review required for submission
Building plan review – 50,001+ Sq. ft.	No County fee but Third party review required for submission
Plan Review (each additional subdivision plan review)	Same as initial review

Plan Review – Subdivision/ADU Unit:	
Subdivision site plan review – 1-30 lots; includes 1 review	$125.00
Subdivision site plan review – 31-100 lots; includes 1 review	$175.00
Subdivision site plan review – 100+ lots; includes 1 review	$225.00
Plan Review (each additional subdivision plan review)	Same as initial plan review
Fire Protection Systems – Fire Alarm System Installation:	
Fire Alarm System Permits (includes 2 inspections)	No County fee but Third party review required for submission
Fire Alarm System Plan Re-Inspection (each additional inspection)	Same as initial inspection
Fire Protection Systems – Fire Sprinkler System:	
Plan Review – 0-3,000 Sq. ft; includes 1 plan review	No County fee but Third party review required for submission
Plan Review – 3,001-10,000 Sq. ft; includes 1 plan review	No County fee but Third party review required for submission
Plan review – 10,001+ Sq ft; includes 12 plan review	No County fee but Third party review required for submission
Plan Re-review (each additional fire system plan review)	No County fee but Third party review required for submission
Permit (flow, hydro, final) – 0-3,000 Sq. ft; includes 3 inspections	$300.00
Permit (flow, hydro, final) – 3,001-10,000 Sq. ft; includes 3 inspections	$300.00
Permit (flow, hydro, final) – 10,001+ Sq. ft; includes 3 inspections	$300.00
Plan Re-inspection (each additional inspection)	$100.00
Other Testing:	
UL300 Hood Plan Review (includes 1 plan review)	No County fee but Third party review required for submission
UL300 Hood Plan Re-Review (each additional fire system plan review)	No County fee but Third party review required for submission
UL300 Hood Testing Permit (includes 1 in-person inspections	$200.00
Fire Pump Plan Review (includes 1 plan review)	No County fee but Third party review required for submission
Fire Pump Plan Re-Review (each additional fire system plan review)	No County fee but Third party review required for submission
Fire Pump Permit (includes 2 in-person inspection	$200.00
Hydrant Flow Testing (witness) (includes 1 witness)	$100.00
Fire Line Flow Testing (witness) (includes 1 witness)	$100.00
Re-Inspection (each additional inspection)	$100.00

JUSTICE COURT
See Utah Courts Mandated Fee Schedule

LANDFILL	
Household Waste, Green Waste, Constructions (mixed)	$38.00 per ton
Mattresses	$5.00 each
Clean Concrete (Concrete only no mixed loads)	$19.00 per ton
Roofing Material	$24.00 per ton
Contaminated Soil	$90.00 per ton
Tire by Weight	$175.00 per ton
Tires (auto, diesel)	$5.00 each
Tires (tractor)	$20.00 each
Dead Animals	$10.00 each
Refrigeration Units (any appliance containing Freon)	$25.00 each
P&G Cores, P&G Pallet Grinds	$85 per ton
P&G Fam Material	$17 per ton
Calcium Sludge, Paper fines	$17 per ton
Organic Material	$15 per ton
Non-Haz Waste Water	$74 per ton
Non-Haz Waste Water 3 million Gallons	$60 per ton
Screen Rejects	$15 per ton
Public Load	$10 each
No Tarp	$15 each
Un-weighable Trailer/Mobile Home	$125 each
County Haul	$50 each
Grouse Creek Haul	$300 each
Code 2 Larger than a Pick up	$15 each
Code 3 Two Ton	$60 each
Code 4 Ten-Wheeler	$75 each
Code 5 Roll-off	$75 each
Code 6 Compactor	$200 each
Used Oil and Lead Acid Batteries	No Charge

RECORDER	
Recording Fees: (established by UCA 17-21-18.5)	
Any Document or Instrument Recorded	~~$40.00~~ **$45.00** – plus $2.00 for each additional description more than ten
Any plat or map recorded per sheet	~~$50.00~~ **$55.00** – plus $2.00 for each lot or unit designation
Filing Survey Fees:	
Survey Plat Filed as a Record of Survey plat sheet	$20.00
Copy Fees:	
18 x 18 Copies	$2.00
18 x 24 Copies	$3.00
24 x 36 Copies	$4.00
Certify a Document	$6.00 plus copy fees
Preprinted Map Fees:	
Box Elder County – X Large (36 x 48)	$25.00
Box Elder County – Large (36 x 48)	$20.00
BEC Travel & Recreational Map Book	$20.00
Custom Map Fees:	
Custom Map Production	$25.00 per hour (1 hour min)
ANSI A – 8.5 x 11	$1.00 – plus production time
ANSI B – 11 x 17	$2.00 – plus production time
Architectural C – 18 x 24	$10.00 – plus production time
Architectural D – 24 x 36	$15.00 – plus production time
Architectural E – 36 x 48	$20.00 – plus production time
Per Square Foot	$2.00 – plus production time
Air photos on plain paper per square foot	$5.00
GIS Data Fees: (Shapefile Data entire file)	
Parcels	$600.00
Parcels with owner info	$1,000.00
Parcels with owner info and assessed values	$1,400.00
Any other Shapefile such as centerline, zoning, city boundaries, etc...	$200.00
GIS Data Partial File Extraction Fees:	
Query Fee	$100.00 (for extracting info from a database or finding and pulling historical information)
Each database record returned	$0.05
Other Fees:	
Shipping and handling	$3.00 or 'Actual Costs' – whichever is greater
Eagle Web Online Fees:	
Single Document	$1.50 per document
One-month subscription	$75
Three-month subscription	$200
One year (12 month) subscription	$800

ROADS	
Road Work and Repairs	TBD (Filled at cost: Calculation of cost of man hours, equipment, and materials used)
Major Encroachment Base Fee	$250
Minor Encroachment Base Permit Fee	No Charge
Asphalt Cut Fee	Total Sq Feet x $1.25
Potholes (4 sq Feet or Less)	$125 each
After the Fact Penalty-Major Encroachment	$250
After the Fact Penalty-Minor Encroachment	$50

SHERIFF	
Fingerprints	$5.00 per card
Printed Report copy	$10.00 plus copy fees
CD, DVD, or Flash Drive	$10.00 each or individual can provide a BRAND NEW, UNOPENED, SEALED, Flash drive to department to waive this fee
Registered sex offender fee	$25.00
Civil Process Fees:	
Civil Bench Warrant	$50.00 + Mileage
Garnishments	$20.00 + Mileage
Additional check required to Garnishees:	
Employment	$25.00
Bank Account	$10.00
Notices	$20.00 + Mileage
Orders (Small Claim Orders, Affidavit/Order, Supplemental Orders, etc.)	$20.00 + Mileage
Protective Order, Stalking	NO CHARGE
Subpoenas	$20.00 + Mileage
Witness fee payment	$18.50
Summons	$20.00 + Mileage
Trustee Sale (Service fee for the 2 postings)	$40.00 + Mileage
Attachment *Deposit*	$200.00 - (includes Service Fee of $50.00)
Execution Deposit	
Real Property	$300.00 - (includes Service Fee of $50.00)
Personal Property	$200.00 - (includes Service Fee of $50.00)
Replevin *Deposit*	$200.00 - (includes Service Fee of $50.00)
Restitution *Deposit*	$200.00 - (includes Service Fee of $50.00)
Habeas Corpus	NO CHARGE
Injunction	$20.00 + Mileage
Sheriff's Deed	$15.00
Notary Fee	$5.00

Mileage	$2.50 (per mile)
***All other fees as outlined under UCS § 17-72-304*	

TREASURER	
Tax Roll Copy	$1,000.00

WEED DEPARTMENT	
Spraying by Ground:	
Grant subsidized projects	$53.00 per acre
Non-grant subsidized projects	$82.00 per acre
Spraying by Drone:	
Grant subsidized projects	$25.00 per acre
Other Fees:	
Noxious weed Mapping	$20.00 per hour
Site assessment and Noxious Weed Plan	No Charge

BOX ELDER COUNTY COMMISSION

RESOLUTION NO. 26-10

A RESOLUTION OF THE BOX ELDER COUNTY COMMISSION TO ENGAGE WITH THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY ON EXPLORING THE OPPORTUNITY TO HAVE PRIVATE LAND LOCATED IN UNINCORPORATED BOX ELDER COUNTY INCLUDED IN THE STRATOS PROJECT AREA.

WHEREAS, the Military Installation Development Authority ("MIDA") is a Utah state authority created pursuant to §§ 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 located in a project area that will benefit both the military and the general public; and

WHEREAS, MIDA is in the process of creating the Stratos Project Area to include Utah National Guard and Hill Air Force Base military land and private land located in unincorporated Box Elder County for the purpose of developing a large scale energy generation and data center complex with ancillary and associated uses that will enhance military mission readiness and national security while bringing substantial benefits to Utah, Box Elder County and its residents; and

WHEREAS, Exhibit A to this Resolution describes and shows the private land that is proposed to be included in the Stratos Project Area, and provides a list of the landowners that have agreed to their land being included in the project area; and

WHEREAS, Box Elder County supports the mission of the military and is willing to engage with MIDA and the landowners to conduct thorough due diligence, with a commitment to carefully evaluate the potential impacts and ensure that any resulting outcome provides meaningful and lasting benefit to the County and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BOX ELDER COUNTY that the Commission hereby affirms the County's intent to engage with MIDA and private land owners to review and evaluate the potential opportunity of participating in the proposed Stratos Project Area.

RESOLVED, PASSED, AND EFFECTIVE this 22nd day of April 2026.

Box Elder County Commission

Chair: Tyler Vincent

Attest:

County Clerk: Marla Young

Memorandum of Understanding
Between
The United States Department of the Interior,
Bureau of Land Management
And
BOX ELDER COUNTY
as a cooperating agency for the
Development of the Environmental Assessment for the
High Desert Trail

I. Introduction

This Memorandum of Understanding (MOU) establishes a Cooperating Agency relationship between the Bureau of Land Management (BLM) St. George, Cedar City, Fillmore, Salt Lake City and Wells Field Offices and Box Elder County ("Cooperator") for the purpose of conducting an environmental analysis and developing an Environmental Assessment (EA) for the High Desert Trail (HDT).

The BLM is the lead federal agency for the development of the EA.

The BLM acknowledges that the Cooperator has special expertise applicable to the development of the EA. This MOU describes responsibilities and procedures agreed to by Box Elder County as Cooperating Agency and the BLM ("the Parties").

The cooperating agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies, including the National Environmental Policy Act (NEPA), the Department of the Interior's NEPA regulations (43 CFR Part 46), the BLM's planning regulations (in particular, 43 CFR § 1601.0-5, § 1610.3-1, and § 1610.4), and the Department of the Interior's Manual regarding NEPA (516 DM 1.6).

II. Purpose

The purposes of this MOU are:

A. To designate the Cooperator as a Cooperating Agency in the High Desert Trail EA process.
B. To provide a framework for communication, cooperation, and coordination between the BLM and the Cooperator that will ensure successful completion of the EA in a timely, efficient, and thorough manner.
C. To recognize the BLM is the lead agency with responsibility for the completion of the EA and Decision Record (DR).
D. To recognize that the Cooperator possesses valuable skills, resources, knowledge, and expertise that will assist the BLM in completing the DR.
E. To describe the respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the EA process.

III. Authorities for the MOU

A. The authorities of the BLM to enter into this MOU and engage in the activities described herein include, but are not limited to:
    1. National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).
    2. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.).
B. Regulations implementing the above authorities:

1. Department of the Interior NEPA Regulations (43 CFR Part 46).
2. BLM Planning regulations (43 CFR Subpart 1601 et seq.).

IV. Roles and Responsibilities

A. BLM Roles and Responsibilities:

1. As lead agency, the BLM retains final responsibility for the EA process and the content of the EA and decision documents. Any BLM decisions from this EA process apply only to BLM-administered lands, permits, and federal mineral estate. In meeting these responsibilities, the BLM will follow all applicable statutory and regulatory requirements.
2. The BLM, as appropriate and consistent with applicable laws and regulations, will provide the Cooperator with copies of documents relating to the EA process and relevant to the Cooperator's responsibilities, including technical reports, data, analyses, comments received, working drafts related to environmental reviews.
3. To the maximum extent practicable, the BLM will consider the comments, recommendations, data, and/or analyses provided by the Cooperator in the EA process, consistent with its responsibilities as lead agency, giving particular consideration to those topics on which the Cooperator is acknowledged to possess jurisdiction by law or special expertise.
4. The BLM retains the exclusive responsibility to communicate with the NEPA contractor. The Cooperator may communicate with the contractor only through the BLM representative. The Cooperator is not authorized to provide technical or policy direction regarding the performance of this contract.

B. Cooperating Agency Roles and Responsibilities:

1. The Cooperator will provide information, comments, and technical expertise, including the associated data and analysis supporting such submissions, to the BLM regarding those elements of the EA in which it has jurisdiction or special expertise or for which the BLM requests its assistance. In particular, the Cooperator will:
    a) Assist the BLM in identification of the issues and concerns to be addressed in the EA process.
    b) Provide relevant data that may assist in the EA process.
1. Within the areas of its jurisdiction or special expertise, the Cooperator may participate in any of the activities identified in Attachment A. These activities include but are not limited to: providing guidance on the development of alternatives and public involvement strategies, identifying data needs, evaluating alternatives and estimating the effects of implementing each alternative, and providing written comments on administrative (pre-public release) drafts of the EA and supporting documents.
2. The Cooperator will notify the BLM about any issues that arise concerning the EA process in a timely fashion.

C. Responsibilities of the Parties:

1. The Parties agree to participate in this EA process in good faith and make all reasonable efforts to resolve disagreements.
2. The Parties recognize the time sensitivity associated with the development of the EA to meet the requirement of the NEPA and will adhere to prescribed timeframes.
3. Each party agrees to fund its own expenses associated with this EA process.

V. Other Provisions

A. Authorities not altered: Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within its respective jurisdiction. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.
B. Financial obligations: Nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available.
C. Immunity and Defenses Retained: Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
D. Conflict of interest: The Parties agree not to utilize any individual or organization for purposes of EA development, environmental analysis, or Cooperator representation, including officials, employees, or third-party contractors, having a financial interest in the outcome of the EA. Questions regarding potential conflicts of interest should be referred to the BLM Ethics Counselors for resolution.
E. Management of information: The Cooperator acknowledges that all supporting materials and draft documents may become part of the decision file and may be subject to the requirements of the Freedom of Information Act (FOIA) and other federal statutes. The Cooperator agrees not to release these materials to individuals or entities other than the BLM.
F. Information Confidentiality: The BLM may share information that includes but is not limited to; documents, raw data, and deliberations, with the Cooperator that is confidential or in a confidential phase of development. The Cooperator will consult with the BLM prior to releasing or disseminating any confidential documents or communications. If the Cooperator has reason to believe it will be unable to comply with the confidentiality requirements, it will inform the BLM of this inability before the BLM shares the information with the Cooperator.
G. For any Party to use the insignia of any other Party on any published media (such as a web page, printed publication, or audiovisual production), permission must be granted in writing from that Party before the insignia is used.
H. Each of the signatories warrants that he or she is authorized to enter this MOU on behalf of the Party on whose behalf the signatory has executed the MOU.
I. This MOU may be executed in counterpart originals, and each copy will have the same force and effect as signed by all Parties.

VI. Agency Representatives

Each Party will designate a representative and alternate representative to act as points of contact in ensuring coordination between the Cooperator and the BLM during the EA process (Attachment B). Designations and contact information shall be provided upon signing of this MOU. Each Party may change its representative at will by providing written notice to the other Party.

VII. Administration of the MOU

A. Approval. This MOU becomes effective upon signature by the authorized officials of the BLM and the Cooperator.
B. Amendment. This MOU may be amended through written agreement of all Parties.
C. Termination. If the Parties find that they cannot work together toward a common goal and efforts at conflict resolution have been unsuccessful, any Party may end its participation in this MOU by providing written notice to the other Party. If not terminated earlier, this MOU will end when the DR for High Desert Trail is signed by the BLM Authorized Officer.

VIII. Signatures

The parties hereto have executed this MOU on the dates shown below.

Box Elder County

Tyler Vincent, Commissioner

4-22-2026
Date

Bureau of Land Management

Thomas A. Heinlein
State Director, Acting

Date

Attachment A

Cooperating Agency Participation in the High Desert Trail EA

	EA Stage	**Potential Activities of Cooperating Agencies (CAs) within their acknowledged areas of jurisdiction or special expertise**
1	Initiation	Meet with the BLM to become familiar with EA process and to identify opportunities to participate.
2	Collect data from CA	Identify data needs; provide data and technical analyses within the CA's jurisdiction or special expertise.
3	Alternatives Development	Cooperate with the BLM in developing alternatives. **[Decision to select alternatives for analysis is reserved to the BLM.]**
4	Preparation of Draft EA	**[Action reserved to the BLM.]**
5	CA review of administrative Draft EA	Provide comments to the BLM during a review period on the administrative Draft EA. **(HDT EA is currently at this stage)**
6	Public Comment Period	The BLM will release Draft EA for a minimum 15-day public comment period. The CAs may provide written, public comments on draft if desired. **[Decision to select a preferred alternative and to issue a draft is reserved to the BLM.]**
7	Respond to comments	As appropriate, review comments within the CA's jurisdiction or special expertise and provide assistance in preparing the BLM's responses.
8	Develop Final EA	Cooperate with the BLM to develop a Final EA. **[Development of [DR/EA] is reserved to the BLM.]**
9	Issue Final EA	**[Action reserved to the BLM.]**
10	Sign Decision Record	**[Action reserved to the BLM.]**

Attachment B

Agency Representatives

Bureau of Land Management

Primary Representative	Alternative Representative
Dave Jacobson, Travel & Transportation Lead Utah State Office, BLM 435-590-9584 djacobso@blm.gov	Nate Thomas, Branch Chief Utah State Office, BLM 801-539-4225 nthomas@blm.gov

Box Elder County

Primary Representative	Alternative Representative
Name: Scott Lyons Title: Community Development Director Address: 1 South Main Street, Room 36 Brigham City, UT 84302 Contact Number: 435-734-3316 Email: slyons@boxeldercountyut.gov	Name: Destin Christiansen Title: County Planner Address: 1 South Main Street, Room 37 Brigham City, UT 84302 Contact Number: 435-695-2547 Email: dchristiansen@boxeldercountyut.gov

Entry No. 498839 B: 1655 P: 0501
04/23/2026 12:16:18 PM FEE $0.00 Pages: 9
ORDINANCE For BOX ELDER COUNTY
Chad Montgomery, Box Elder County Utah Recorder

ORDINANCE NO. 649

AN ORDINANCE OF BOX ELDER COUNTY AMENDING THE BOX ELDER COUNTY ZONING MAP BY REZONING APPROXIMATELY 1,362 ACRES LOCATED IN THE TREMONTON AREA FROM UNZONED TO AHZ (AGRICULTURAL HERITAGE ZONE).

WHEREAS, the applicant is requesting that the property described herein be zoned from Unzoned to AHZ (Agricultural Heritage Zone); and

WHEREAS, the Box Elder County Planning Commission scheduled a public hearing on the proposal to amend the text of the Box Elder County Land Use Management & Development code and provided a Class B notice in accordance with Section 2-2-050(B) of the Box Elder County Land Use Management and Development Code and Section 63G-30-102 of the Utah Code; and

WHEREAS, the Box Elder County Planning Commission, after appropriate notice, held a public hearing on March 19, 2026, to allow the general public to comment on this proposed rezone and amendment of the zoning map; and

WHEREAS, after providing for public comment from the general public, the Box Elder County Planning Commission has found and determined that the proposed rezone and amendment to the zoning map is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall character of the existing development in the vicinity of the property, that it will not adversely affect adjacent properties, that the facilities and services intended to serve the property to be rezoned are adequate, and will provide for the health, safety, and general welfare of the public and protect the environment; and

WHEREAS, based upon these findings, the Box Elder County Planning Commission has recommended that the Box Elder County Commission amend the zoning map as has been requested; and

WHEREAS, the Box Elder County Commission, after appropriate notice, held a public meeting on April 22, 2026 to review and discuss this proposed amendment; and

WHEREAS, after reviewing and discussing, the Board of County Commissioners of Box Elder County, Utah finds that the amendment to the zoning map as set forth below is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall character of the existing development in the vicinity of the property, that it will not adversely affect adjacent properties, that the facilities and services intended to serve the property to be rezoned are adequate, and that it will be in the best interest of and promote the health, safety and general welfare of the residents of Box Elder County;

NOW THEREFORE, the County Legislative Body of Box Elder County, ordains as follows:

SECTION 1: Zoning Map Amendment. The Zoning Map of Unincorporated Box Elder County is hereby amended by classifying the following described parcels in unincorporated Box Elder County from Unzoned to AHZ (Agricultural Heritage Zone):

THE EAST LINE OF SAID SECTION TO NORTH LINE OF 6800 NORTH STREET; SOUTH 88°53'32" WEST 620.60 FT ALONG A LINE PARALLEL WITH THE QUARTER SECTION LINE; NORTH 00°31'34" WEST 992.03 FT; NORTH 89°00'47" EAST 790.59 FT TO THE POINT OF BEGINNING.

PARCEL 04-052-0057

BEGINNING AT THE INTERSECTION OF THE WEST R/W LINE OF 6800 WEST STREET AND THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 4, AT A POINT 1329.26 FT S 00°31'34" E ALONG THE SECTION LINE (BASIS OF BEARING) AND 33.00 FT S 89°00'47" W FT FROM THE NORTHEAST COMER OF SEC 4, T 10N, R 03W, SLBM. THENCE S 00°31'34" E 305.96 FT ALONG SAID WEST R/W LINE; S 89°00'47" W 790.59 FT; N 00°31'43" W 305.96 FT ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SEC 4 TO NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 4; N 89°00'47" E 790.59 FT ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

PARCEL 05-091-0037

A TRACT OF LAND SITUATED ON THE NE/4 OF SEC 27, T 11N, R 03W, SLM, US SURVEY BE COUNTY. COM AT E/4 CORNER OF SD SEC 27, NORTH 670.50 FT ALONG SEC LINE, N 90*00'00" W 66.00 FT TO WEST LINE OF 6000 WEST ST, S 00*00'00" E 66.04 FT ALONG WEST LINE OF 6000 WEST ST, S 88*00'00" W 167.20 FT ADJOINING LOT 01 ROBERT NEIL JACOBSON SUBDIVISION TO TRUE POB. THENCE S 00*00'00" W 127.42 FT ADJOINING LOT 01 ROBERT NEIL JACOBSON SUBDIVISION, N 90*00'00" W 132.90 FT ADJOINING LOT 02 ROBERT NEIL JACOBSON SUBDIVISION, S 00*00'00" W 164.94 FT ADJOINING LOT 02 ROBERT NEIL JACOBSON SUBDIVISION, S 88*00'00" W 2233.55 FT TO EASTERLY LINE OF A CANAL, N 00*10'15" E 287.75 FT ALONG EASTERLY LINE OF CANAL, N 88*00'00" E 2365.67 TO POB (BOB EAST LINE OF NE/4 OF SEC 27, N 00*00'00" E).
SUB/TO: A R/W FOR INGRESS / EGRESS (ENT# 222558).

SECTION 2: Effective Date. This ordinance shall become effective fifteen (15) days after its passage.

PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 22nd day of April, 2026, by the Board of County Commissioners of Box Elder County, Utah,

Commissioner Bingham Voting Aye
Commissioner Perry Voting Aye
Commissioner Vincent Voting Aye

Box Elder County Commission - Chair

Attest:

Marla Young
Box Elder County Clerk

State of Utah)
.ss)

County of Box Elder)

On this 22nd day of April, 2026, personally appeared before me, the undersigned notary public, Tyler Vincent, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say he is the **Commissioner for Box Elder County** and said document was signed by him in behalf of said Corporation and acknowledged to me that said Corporation executed the same.

My Commission Expires: Oct 15, 2029

Notary Public

MARLA R YOUNG
Notary Public
State of Utah
My Commission Expires October 15, 2029
Commission Number 745547

PARCEL 05-086-0022

BEG 2 RDS S OF NW COR NE/4 NE/4 SEC 22 T11N R3W SLM, E 20 RDS, S 16 RDS E 20 RDS, S 62 RDS, W 40 RDS TO SW COR NE/4 NE/4, N 78 RDS TO POB.

PARCEL 05-086-0007

REMAINDER DESC: BEG 33.021 FT S88*07`22"E FRM W/4 COR SEC 22 T11N R03W SLM SD PT E R/W/L 6800 W ST & NW COR TAX#05-086-0010, N00*08`43"W 197.565 FT TO SW COR TAX#05-086- 0008, N89*51`17"E 746.75 TO SE COR SD TAX#, N00*08`43"W 175 FT TO NE COR SD TAX#, S89*51`17"W 746.75 FT TO NW COR SD TAX#, N00*08`49"W 118.243 FT TO SW COR TAX#05-086- 0032, N87*41`52"E 264 FT TO SE COR SD TAX#, N00*08`43"W 165 FT TO NE COR SD TAX#, N87*41`52"E (E BY REC) 1752.35FT TO SE COR TAX#05-086-0006 SD PT ALSO W R/W/L OSLRR, S04*28`40"W (S03*02`W BY REC), ALG OSLRR W R/W/L 739.06 FT TO NE COR TAX#05-086-0012, W 1955.356 FT TO POB.

PARCEL 04-052-0024

BEG AT THE SE COR OF N/2 OF NW/4 OF SEC 04 T10N R03W SLM, N 522.5 FT, W 418 FT, S 522.5 FT, E 418 FT TO POB.
SUBJECT TO CO RD ALG THE E SIDE
CONT. 5 AC M/L.

PARCEL 05-202-0016

PART OF NE/4 SEC 21 T11N R3W SLM, BEG AT PT LOC N90*00`00E ALG SEC/L 1084.29 FT & S00*00`00W 33.00 FT & N90*00`00E 237.27 FT & S00*11`21E 236 FT FRM NW COR SD NE/4 SD PT BEING SE COR PAR #05-202-0015, S00* 11`21E 1064.82 FT TO SE COR OF NW /4 OF NE/4 SEC 21, S89*59`52W 877. 40 FT, N00*00`00E 1064.85 FT, N90* 00`00E 844.4 FT M/L TO POB. 21.41 AC M/L ACRES ASSESSED 21.41 TOTAL ASSESSMENT PER ACRE .30
TOTAL ASSESSMENT 6.42

PARCEL 05-202-0018

NW/4 OF NE/4 OF SEC 21 T11N R3W SLM
LESS: BEG AT A PT ON S R/W LINE OF CO RD 33 FT S & 633 FT W OF NE COR OF NW/4 OF NE/4 OF SEC 21, W ALG SD R/W LINE 140 FT, S 102 FT, E 140 FT N 102 FT TO BEG.
LESS: BEG AT A PT ON S R/W LINE OF CO RD 33 FT S & 773 FT W OF NE COR OF NW/4 OF NE/4 OF SEC 21, W 100 FT S 236 FT, E 100 FT, N 236 FT TO POB SUBJECT TO EXIST RDS, DITCHES, CANALS & ANY R/WS. ORIGINAL PRINCIPAL INTEREST 37.42
LESS: BEG AT A PT ON THE S R/W LINE OF 9600 N ST LOC N 90*00`00E ALG THE SEC LINE 218.37 FT, S 00*00`00 W 33 FT FROM THE NW COR OF SD NE/4 TH N 90*00`00E 230.00 FT, S 00*00` 00W 600 FT, N 90*00`00W 230 FT, N 00*00`00E 600 FT TO POB.
LESS: BEG AT A PT ON S R/W LINE OF 9600 N ST LOC N 90*00`00E ALG THE SEC LINE 688.46 FT & S 00*00`00W 33.00 FT FROM THE NW COR OF SD NE/4 SD PT BEING DESC OF REC AS BEING LOC W 633 FT & S 33 FT FROM THE NE COR OF THE NW/4 OF SD NE/4, TH N 90*00`00E 158.17 FT, S 00*00`00W 236.00 FT, S 90*00`00W 298.17 FT, N 00*00`00E 134.00 FT, N 90*00`00 E 140.00 FT, N 00*00`00E 102.00 FT TO POB.
LESS: LOT 3 STOKES MINOR SUB AMENDMENT II DESC AS: BEG AT A PT ON S R/W LINE OF 9600 N ST LOC N 90*00` 00E ALG SEC LINE 1084.29 FT & S 00*00`00E 33.0 FT FROM NW COR OF NE/4, N 90*00`00E 237.27 FT, S 00* 11`21W 236.0 FT,N90*00`00W 238.05 FT, N 00*00`00E 236.0 FT TO POB.
LESS: LOT 5 STOKES MINOR SUB AMENDMENT II, BEG AT A PT N 90*00`00E ALG SEC LINE 448.37 FT & S00*00`00 W 269.0 FT FROM NW COR OF SD NE/4, S 00*00`00W 433.96 FT, N 90*00`00 E 875.32 FT, N 00*11`21W 433.96 FT N 90*00`00W 873.89 FT TO POB.
LESS PART OF FOLLOWING: PART OF NE/4 SEC 21 T11N R3W SLM, BEG AT PT LOC N90*00`00E ALG SEC/L 1084.29 FT & S00*00`00W 33.00 FT & N90*00`00E 237.27 FT & S00*11`21E 236 FT FRM NW COR SD NE/4 SD PT BEING SE COR PAR #05-202-0015, S00* 11`21E 1064.82 FT TO SE COR OF NW /4 OF NE/4 SEC 21, S89*59`52W 877. 40 FT, N00*00`00E 1064.85 FT, N90* 00`00E 844.4 FT M/L TO POB.

LESS: PAR 05-202-0017 DESC AS: PT OF NE/4 OF SEC 21, T11N R 03W SLM. BEG AT PT ON S R/W/L OF 9600 N ST LOC N90*00'00"E ALG SEC/L 184.88 FT & S00*00'00"W 33.00 FT FRM NW COR OF SD NE/4 & RUNNING N90*00'00"E 263.58 FT, S00*00'00"W 600.23 FT, N90*00'00"W 265.67 FT, N00*11'35"E 620.24 FT TO POB. SUBJ TO CERTAIN R/W SEE DOC #162166
LESS: [05-202-0014] PRT NE/4 SEC 21 T11N R03W SLM. BEG AT PT ON S R/W/L OF 9600 N ST LOC N 90*00`00"E ALG SEC/L 1084.29 FT & S00*00`00"W 33.0 FT FRM NW COR SD NE/4, S00*00`00'W 236.0 FT, N90*00`00"W 237.66 FT, N00*00`00"E 236.0 FT, S90*00`00"E 237.66 FT TO POB.
TOG/W EASE DISC IN DOC #210224 BK 919 PG 165 ACROSS 05-202-0017.
CONT 9.14 AC M/L
ACRES ASSESSED 9.73 TOTAL ASSESSEMENT PER ACRE .30 TOTAL ASSESSEMENT 2.92

PARCEL 05-087-0008

[LOT 4 LAMAR HESLOP MINOR SUBD, AMENDED] BEG ON THE NLY R/W/L OF 8800 N ST AT A PT 33.06 FT N ALG SEC/L SW COR SEC 23 T11N R3W SLM, N 2637.19 FT TO 1/4 SEC/L FENCE, N87*46`06E 1563.20 FT TO W BANK OF MALAD RIVER, FOLLOWING 16 COURSES MEANDERING ALG SD BANK OF RIVER, (1) S44*51`13E 64.55 FT, (2) N79*18`28E 102.51 FT, (3) S07* 37`21W 58.99 FT, (4) S77*50`53W 211.26 FT,(5) S28*23`39W 79.04 FT, (6) S28*45`04E 136.71 FT, (7) S69* 25`56E 101.13 FT, (8) S19*50`18E 30.69 FT, (9) 39*52`39W 172.13 FT, (10) S29*58`10W 84.11 FT,(11) S58* 33`29W 146.50 FT, (12) S40*4751W 94.58 FT,(13) S15*25`31W 93.41 FT, (14) S01*39`51E 134.24 FT, (15) S 30*20`09E 183.89 FT, (16) S17*32` 52E 89.59 FT, S87*42`14W 359.43 FT ALG FENCE/L, S01*07`24W 569.51 FT PARALLEL TO & 5 FT DIST ELY FRM C/L CONCRETE DITCH, S18*17`26W 908.00 FT PARALLEL TO & 5 FT DIST ELY FRM SD DITCH TO NLY R/W/L OF 8800 N ST, S77*23`28W 20.00 FT ALG SD R/W/L,S86*32`50W 713.49 FT CONTINUING ALG SD R/W/L TO POB.

PARCEL 05-091-0008

BEG AT A PT 33 FT N & 1455 FT E OF SW COR OF SEC 27, TWP 11N, R 3W, SLM, RUNNING N 5*30`E ALG R.R. TO 1/2 SEC LINE, E 909 FT, W 1119 FT TO BEG.
LESS: ROADS.
LESS: INSIDE ELWOOD CITY LIMITS.

PARCEL 05-085-0017

SW/4 OF SW/4 OF SEC 21, TWP 11N, R 3W, SLM, LESS R/W FOR ROAD AND DRAIN AS NOW LOC.

PARCEL 05-086-0016

NW/4 OFATHE NE/4 OF SEC 22, TWP 11N R 3W, SLM, CONT 39 ACS.

PARCEL 05-086-0025

BEG AT A PT 348 FT E FRM NW COR OF S/2 OF NE/4 OF SEC 22, TWP 11N, R 3W, SLM, E 987 FT, S 691 FT, W 1296 FT, N 539 FT, E 282 FT, N 152 FT TO POB. CONTG 17.52 ACS.

PARCEL 05-201-0002

LOTS 2,3,4,5,6,7,8, OF SEC 15, TWP 11 N, R 3 W, SLM, LESS N 1 RD OF LOTS 4 & 5.

PARCEL 05-084-0007

N 1/2 OF SE/4 & E 1/2 OF NE/4 OF SW/4 OF SEC 20, TWP 11N, R 3W, SLM.
EXC: BEG AT NE COR OF SE/4 OF SEC 20, W 1300 FT, S 650 FT, E 1300 FT, N 650 FT TO BEG.

PARCEL 05-084-0008

BEG AT NE COR OF SE/4 OF SEC 20, TWP 11N, R 3W, SLM, W 1300 FT, S 650 FT, E 1300 FT, N 650 FT TO BEG.

PARCEL 05-086-0038

PART OF THE NE/4 OF SEC 22, T 11N, R 03W, SLM. BEG POINT ON THE WEST R/W LINE OF 6000 WEST ST S 00*56'11" E 1120.28 FT ALONG THE EAST LINE OF SD SEC & S 89*03'49" W 66.00 FT FROM THE NE CORNER OF SD NE/4, S 86*45'58" W 503.53 FT TO AN EXISTING FENCE LINE, N 01*20'09" W 1084.26 FT ALONG SD FENCE LINE TO THE SOUTH R/W LINE OF 9600 NORTH ST, N 86*45'34" E 265.31 FT ALONG SD SOUTH R/W LINE, S 00*48'35" E 172.70 FT, N 89*46'00" E 246.00 FT TO THE SD WEST R/W LINE OF 6000 WEST ST, S 00*56'11" E 899.00 FT ALONG SD R/W LINE TO THE POB (REMAINDER DESCRIPTION).

PARCEL 05-201-0001

NW/4 OF SE/4 & NE/4 OF SW/4 OF SEC 15 T11N R03W SLM.
LESS R/W FOR ROADS, CANAL & MALAD VALLEY RR.
LESS: BEG AT A PT ON E/L OF CO RD 2520.7 FT N89*06`E ALG 1/4 SEC LINE & 815.4 FT S04*29`22"W FRM W/4 COR OF SEC 15, S04*29`22"W 464 FT ALG SD LINE, E 168.0 FT, N04*29`22"E 464.0 FT, W 168.0 FT TO POB.
LESS: BEG AT A PT ON E/L OF CO RD 2570.7 FT N88*06`E ALG 1/4 SEC LINE & 262.5 FT S04*29`22"W FRM W/4 COR OF SEC 15, S04*29`22"W 129.0 FT ALG SD LINE, E 168.0 FT, N04*29`22"E 129.0 FT, W 168.0 FT TO POB.
LESS: BEG AT A PT ON E/L OF CO RD 2570.7 FT N88*06`E ALG 1/4 SEC LINE & 16.5 FT S04*29`22"W FRM W/4 COR OF SEC 15, S04*29`22"W 246.0 FT ALG SD LINE, E 168.0 FT, N04*29`22"E 251.6 FT, S88*06`W 168.0 FT TO POB.
LESS: BEG AT A PT N88*06`E 1317.0 FT & S 16.5 FT FRM W/4 COR OF SEC 15, BEING ON S/L OF CO RD, N88*06`E 1109 FT ALG SD LINE, S04*29`22"W 346.0 FT ALG W/L OF MLVRR, N85*30`38"W 33.0 FT, S04*29`22"W 348.8 FT, S88*06`W 1021.79 FT, N ALG 1/4 1/4 LINE 687 FT TO POB.
RESERVING AN EASEMENT 10 FT WIDE ALG N SIDE FOR IRRIGATION DITCH.
CONT 54.09 AC M/L.
ACRES ASSESSED 54.09 TOTAL ASSESSMENT PER ACRE .30 TOTAL ASSESSMENT 16.23

PARCEL 05-086-0044

BEG AT THE INTERSECTION OF THE SLY R/W/L OF 9600 N ST & 1/4 SEC/L AT A PT 33.02 FT S01*29'14"E ALG SD/4 SEC/L FRM N/4 COR OF SEC 22 T11N R03W, S01*29'14"E 1297.33 FT ALG SD 1/4 SEC/L TO AN EXISTING FENCE/L, S86*22'26"W 180.68 FT ALG SD FENCE/L, N01*29'14"W 1296.94 FT TO SLY/L OF SD 9600 N ST, N86*15'00"E 180.69 FT TO POB. SUBJ TO ANY IRRGATION DITCHES RUNNING THROUGH THE PROPERTY. CONT 5.38 AC M/L.

PARCEL 05-087-0057

PART OF NW/4 SEC 23, T 11N, R 03W, SLM. BEG AT POINT S 00*00`00" W FROM NW CORNER ALONG SEC/L 1334.46 FT TO SW CORNER OF S/2 OF N/2 OF NW/4 OF SD SEC 23. THENCE N 89*09`10" E 1251.10 FT TO EXISTING FENCE LINE; ALONG EXISTING FENCE LINE THE FOLLOWING FOUR (4) COURSES: 1) N 01*05`55" E 40.22 FT; 2) N 67*33`14" W 299.02 FT; 3) N 22*57`46" W 176.37 FT; 4) N 12*10`52" W 345.36 FT TO NORTH LINE OF SD S/2 OF SD SEC; WEST 700.53 FT M/L TO NE CORNER OF PARCEL [05-087-0034]; SOUTH 165 FT; WEST 132 FT; NORTH 165 FT; WEST 16.5 FT TO WEST LINE OF SD SEC 23; SOUTH 660 FT M/L TO POB.
LESS: [05-087-0056] LOT 01, NICK & LINSEY NESSEN SUBDIVISION, BE COUNTY. PART OF SEC 23, T 11N, R 03W, SLBM.

PARCEL 05-090-0004

NW/4 OF SW/4 OF NW/4 OF SEC 26, TWP 11N, R 3W, SLM: WEST OF MALAD RIVER.

PARCEL 05-091-0010

NW/4 OF NE/4 OF SEC 27, TWP 11N, R 3W, SLM. EXC OF RES.

PARCEL 05-091-0012

NE/4 OF NE/4 OF SEC 27, WP 11N, R 3 W, SLM, LESS ROADS.

PARCEL 05-091-0013

BEG AT A PT 66 FT W & 670.5 FT N OF SE COR OF NE/4 OF SEC 27, TWP 11N, R 3W, SLM, RUNNING S 88*W 1247 FT. N 662 FT, N 88*E 1247 FT, S 662 FT TO BEG.

PARCEL 05-202-0022

A PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 11 NORTH, RANGE 3 WEST OF THE SALT LAKE BASE AND MERIDIAN. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED NORTH 89*56'30" WEST 312.11 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 11 NORTH, RANGE 3 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89*56'30" WEST ALONG THE SOUTH LINE OF SAID SIXTEENTH SECTION 1011.17 FEET TO THE WEST LINE OF SAID SIXTEENTH SECTION; THENCE NORTH 00*06'47" WEST ALONG SAID WEST 40 ACRE LINE 1300.48 FEET TO THE SOUTH RIGHT OF WAY LINE OF 9600 NORTH STREET; THENCE SOUTH 89*56'55" EAST ALONG SAID RIGHT OF WAY LINE 1025.55 FEET TO THE WEST
LINE OF PARCEL 08-202-0004; THENCE FOLLOWING SAID 05-202-0004 PROPERTY LINES THE FOLLOWING TWO COURSES, SOUTH 00*08'43" EAST 330.00 FEET; THENCE SOUTH 89*56'55" EAST 7.56 FEET; THENCE SOUTH 00*08'43" EAST 497.515 FEET; THENCE NORTH 88*47'26" WEST 22.68 FEET; THENCE SOUTH 00*08'43" EAST 473.54 FEET TO THE POINT OF BEGINNING.

PARCEL 05-090-0027

BEG AT A PT 220 FT S OF THE NW COR OF THE SW/4 OF SEC 26, TWP 11N, R 3W, SLM, TH N 87*33`E 179.6 FT, TH S 25*49`W 98.2 FT, TH S 41*17`E 345 FT, TH S 22*10`W 733 FT, THENCE THE PRECEDING THREE COURSES BEING ALG THE BANK OF THE CORINNE MILL DITCH, TH W 86 FT, TH N ALG THE SEC LINE 1030 FT TO THE POB.

PARCEL 05-086-0054

THE SW/4 OF THE SW/4 OF SEC 22, TWP 11N, R 3W, SLM,
LESS: ROADS.
LESS: [05-086-0045] PART OF SW/4 OF SW/4 OF SEC 22, T 11N, R 03W, SLM. COM AT SW COR OF SD SEC 22 MOMUMENTED WITH A RR SPIKE, N02*11'24"E 1333.66 FT ALG W/L OF SEC 22 TO NW COR OF SW/4 SW/4 OF SD SEC 22, N89*59'32"E 33.02 FT TO E R/W/L OF 6800 W ST & POB, N89*59'32"E 241.49 FT ALG N/L OF SW/4 SW/4 SD SEC 22, S 177.87 FT, S89*59'32"W 248.30 FT TO E R/W/L OF 6800 W ST, N02*11'24"E 178.00 FT TO POB.
LESS: [05-086-0048] LOT 01, DAVID NIELSON SUBDIVISION, PHASE 01. PART OF SEC 22, T 11N, R 03W, SLBM.
LESS: [05-086-0053] PART OF THE SW/4 OF THE SW/4 OF SECTION 22, T 11N, R 03W, SLBM. COMMENCING AT THE SW CORNER OF SAID SECTION 22, MONUMENTED WITH A RAILROAD SPIKE, N 02°11'24" E 1331.44 FT ALONG THE WEST LINE OF SECTION 22 & N 89°59'32" E 33.03 FT TO THE EAST R/W LINE OF 6800 WEST ST, AND THE POINT OF BEGINNING. THENCE N 89°56'26" E 357.00 FT ALONG AN EXISTING FENCE LINE; S 02°11'24" W 122.17 FT TO THE NE CORNER OF LOT 01, DAVID NIELSON SUBDIVISION, PHASE 01; S 89°56'26" W 357.00 FT ALONG THE NORTH LINE OF SAID LOT 01 TO THE NW CORNER OF SAID LOT 01, ALSO BEING A POINT ON THE EAST R/W LINE OF 6800 WEST ST; N 02°11'24" E 122.17 FT ALONG THE EAST R/W OF 6800 WEST ST TO THE POINT OF BEGINNING.

PARCEL 05-091-0018

S 3/4 OF W/2 OF SE/4 OF SEC 27, TWP 11N, R 3W, SLM. LESS ROADS. LESS INSIDE CITY. CONTG 15.50 ACS.

PARCEL 05-093-0002

PART OF SEC 33 T11N R3W SLM: E/2 OF SEC LESS A 2 RD WIDE R/W ON NE & S SIDES. ALSO 3 RD R/W FOR CORINNE MILL. LESS THAT TRACT DEEDED TO JERROLD M WARD. ORIGINAL PRINCIPAL INTEREST 151.01 ACRES ASSESSED 159.75 TOTAL ASSESSMENT PER ACRE .30 TOTAL ASSESSMENT 47.92

PARCEL 05-094-0005

BEG AT A PT 33 FT E OF SW COR OF NW/4 OF SEC 34, TWP 11N, R 3W, SLM, RUNNING E 1097.5 FT, N 6*43`E 1228 FT, S 50*6`W 1610 FT, S 1*49`W 189 FT TO BEG.

PARCEL 05-096-0060

PART OF LOT 09 & LOT 12 OF SEC 36, T 11N, R 03W, SLM. BEG AT A POINT LOCATED ON THE WEST LINE OF SD LOT 09, SD POINT BEING LOCATED N 87*47'16" E 2950.03 FT ALONG NORTH LINE OF SD SEC & S 00*00'00" E 1730.28 FT & S 15*31'09" E 982.35 FT FROM NW CORNER OF SD SEC 36, N 82*27'11" E 855.15 FT TO WEST LINE OF 4600 WEST ST, ALONG SD WEST LINE OF 4600 WEST ST THE FOLLOWING FOUR (4) COURSES: 1) S 13*09'10" E 192.00 FT, 2) S 11*19'19" E 229.21 FT, 3) S 08*55'57" E 448.06 FT, 4) S 01*26'29" E 195.76 FT TO SOUTH LINE OF SD LOT 12, N 88*21'43" W 556.19 FT ALONG SOUTH LINE OF SD LOT 12 AN ADJUSTED BOUNDARY LINE SURVEYED BY SKYLIN IN 2005, ALONG SD ADJUSTED BOUNDARY LINE THE FOLLOWING TWO (2) COURSES: 1) N 02*25'24" E 14.66 FT, 2) N 84*23'28" W 318.97 FT TO WEST LINE OF SD LOT 12, N 06*27'44" W 643.40 FT ALONG SD WEST LINE OF LOT 12 SW CORNER OF SD LOT 09, N 15*31'09" W 245.65 FT ALONG WEST LINE OF SD LOT 09 TO POB (BOB NORTH LINE OF SD SEC, ASSUMED TO BEAR N 87*47'16" E).

PARCEL 05-096-0059

LOTS 12 & 19 OF SEC 36, T 11N, R 03W, SLM.
LESS: TO BE CO.
LESS: BEG AT NE COR OF LOT 19 LOCATED IN SEC 36, SD PT BEING ON W/L OF 4600 W ST, SLY ALG E/L OF SD LOT 200 FT, WLY (PARALLEL TO N/L OF SD LOT) 100 FT, NLY (PARALLEL TO E/L OF SD LOT) 200 FT TO N/L OF SD LOT, ELY 100 FT TO BEG
LESS: [05-096-0058] LOT 12 OF SEC 36 T11N R03W SLM.

PARCEL 06-069-0040

ALL OF NE/4 OF SEC 36, T 12N, R 03W, SLM: LYING BETWEEN CORINNE BRANCH OF BEAR RIVER CANAL & BEAR RIVER.
LESS: RDS.
LESS: [06-069-0041] COMMENCING AT A POINT WHICH LIES S 01*58'37" E 1161.92 FT & N 88*01'23" E 3556.00 FT FROM THE NW CORNER OF SD SEC 36. THENCE S 67*06'11" E 519.75 FT; N 18*46'35" E 509.31 FT; S 89*32'04" W 88.90 FT; N 76*14'07" W 115.60 FT; N 72*30'29" W 288.69 FT; S 22*53'49" W 427.20 FT TO THE POB.

PARCEL 06-069-0041

PART OF THE NE/4 OF SEC 36, T 12N, R 3W, SLB&M AND COMMENCING AT A POINT WHICH LIES S 01*58'37" E 1161.92 FT & N 88*01'23" E 3556.00 FT FROM THE NW CORNER OF SD SEC. THENCE , S 67*06'11" E 519.75 FT; N 18*46'35" E 509.31 FT; S 89*32'04" W 88.90 FT; N 76*14'07" W 115.60 FT; N 72*30'29" W 288.69 FT: S 22*53'49" W 427.20 FT TO THE POB.

PARCEL 05-091-0001

BEG 33 FT E OF NW COR OF SEC 27, TWP 11N, R 3W, SLM, E 1287 FT, S 1402 FT TO BEG. EXC OF RES. LESS: BEG AT A PT 1185.0 FT N 87* 49`E (E BY RECORD) ALG SEC LINE & 33.0 FT S FROM NW COR OF SD SEC 27, SD PT BEING ON S LINE OF CO RD KNOWN AS 8800 N ST, N 87*49`E 135.0 FT, S 160 FT, S 87*49`W 135.0 FT, N 160 FT TO BEG. CONTG 39.44 ACRES ORIGINAL PRINCIPAL INTEREST 37.80 ACRES ASSESSED 39.44 TOTAL ASSESSMENT PER ACRE .30 TOTAL ASSESSMENT 11.83

PARCEL 05-091-0042

ALL PRT OF THE E/2 OF NW/4 OF SEC 27 T11N R03W SLM LYING WLY OF MALED VALLEY RR PARCEL. LESS COUNTY RD AND DESCRIBED OF RECOR AS FOLLOWS: BEG AT A PT 33 FT S OF NW COR OF NE/4 OF NW/4 SEC 27 T11N R03W SLM, S 2624 FT M/L TO S/L OF SD/4 SEC, E253 FT M/L TO W/L OF MALAD VALLEY RR R/W, IN A NELY DIRCTION ALG SD RR R/W TO PT DUE E OF POB, W 460 FT M/L TO POB. CONT 25.82 AC M/L.
IOWA STRING DRAINAGE .30 PER ACRE TOTAL 7.75

PARCEL 05-091-0043

ALL THAT PRT OF THE E/2 OF NW/4 OF SEC 27 T11N R03W SLM LYING ELY OF THE MALAD VALLEY RR PARCE & W OF THE BEAR RIVER CANAL PARCEL WHICH IS DESCRIBED AS A 3 ROD STRIP.
LESS CO RD WHICH IS DESCRIBED AS A 2 ROD STRIP.
LESS 05-091-0005 BEG AT A PT ON E/L OF MALAD VALLEY RR R/W AT A PT WHERE THE SAME INTERCEPTS N/L OF SEC 27 T11N R03W SLM WHICH PT IS 562 FT M/L E OF THE NW COR OF E/2 OF NW/4 OF SD SEC, E 150 FT, S 303 FT, W 180 FT M/L TO E/L OF SD MALAD VALLEY RR R/W, NELY ALG SD R/W TO POB.SUJ TO EXISTING RD WAY OVER THE 2 RODS OF SD TRACT. CONT 42.03 AC M/L.
IOWA STRING DRAINAGE .30 PER ACRE TOTAL 12.61

PARCEL 05-086-0009

BEG AT THE SE COR OF THE NW/4 OF SEC 22 T11N R03W SLM. N 1338 FT, W 419 FT, TO THE O.S.L. R/W,
S03*02" W ALG R R R/W 1341 FT, E 526 FT TO BEG.

PARCEL 05-086-0012

THE NE/4 OF THE SW/4 OF SEC 22, TWP 11N, R 3W, SLM, LESS ROADS AND R.R. LESS: LOT 1 E L STENQUIST MINOR SUB DESC AS FOLLOWS: BEG AT A PT 2097.62 FT E ALG 1/4 SEC LINE FROM W/4 COR OF SEC 22, N 89*58`56E 530.01 FT ALG SD 1/4 SEC LINE, S 02*13`52W 167.20 FT ALG N/S 1/4 SEC LINE,S88*15`07W 541.71 FT TO ELY R/W LINE OF RR PROP,N 06* 48`29E 151.45 FT ALG SD R/W LINE TO POB.

PARCEL 05-086-0015

THE SE/4 OF THE SW/4 OF SEC 22, T 11N, R 03W, SLBM.
LESS ROAD ON SOUTH SIDE OF SAID PARCEL [237851].
LESS BEG AT A POINT 260 FT EAST OF SW CORNER OF SE/4 OF SW/4 OF SAID SEC, EAST 203 FT M/L TO O.S.L.R.R. R/W, NORTH ALONG SAID R/W 150 FT, WEST 203 FT M/L TO A POINT DUE NORTH OF POB, SOUTH 150 FT TO BEGINNING.

PARCEL 04-052-0067

BEGINNING ON THE WEST R/W LINE OF 6800 WEST STREET AND AT A POINT 1329.26 FT SOUTH 00°31'34" EAST ALONG THE SECTION LINE (BASIS OF BEARING) AND 33.00 FEET SOUTH 89°00'47" WEST AND 305.96 FT SOUTH 00°31'34" EAST FROM THE NORTHEAST CORNER OF SEC 04, T 10N, R 03W, SLBM. THENCE SOUTH 00°31'34" EAST 870.36 FT ALONG SAID WEST R/W LINE TO THE FENCED AND OCCUPIED NORTHERLY LINE OF THE DALE JENSEN PROPERTY (TAX PARCEL NO 04-052-0023); SOUTH 88°53'32" WEST 170.00 FT; SOUTH 00°31'43" EAST 120.00 FT ALONG A LINE PARALLEL WITH

Entry No. 498840 B: 1655 P: 0510
04/23/2026 12:16:18 PM FEE $0.00 Pages: 6
ORDINANCE For: BOX ELDER COUNTY
Chad Montgomery, Box Elder County Utah Recorder

ORDINANCE NO. 650

AN ORDINANCE OF BOX ELDER COUNTY AMENDING THE BOX ELDER COUNTY ZONING MAP BY REZONING APPROXIMATELY 1,622 ACRES LOCATED IN THE GARLAND AND RIVERSIDE AREA FROM UNZONED TO AHZ (AGRICULTURAL HERITAGE ZONE).

WHEREAS, the applicant is requesting that the property described herein be zoned from Unzoned to AHZ (Agricultural Heritage Zone); and

WHEREAS, the Box Elder County Planning Commission scheduled a public hearing on the proposal to amend the text of the Box Elder County Land Use Management & Development code and provided a Class B notice in accordance with Section 2-2-050(B) of the Box Elder County Land Use Management and Development Code and Section 63G-30-102 of the Utah Code; and

WHEREAS, the Box Elder County Planning Commission, after appropriate notice, held a public hearing on April 16, 2026, to allow the general public to comment on this proposed rezone and amendment of the zoning map; and

WHEREAS, after providing for public comment from the general public, the Box Elder County Planning Commission has found and determined that the proposed rezone and amendment to the zoning map is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall character of the existing development in the vicinity of the property, that it will not adversely affect adjacent properties, that the facilities and services intended to serve the property to be rezoned are adequate, and will provide for the health, safety, and general welfare of the public and protect the environment; and

WHEREAS, based upon these findings, the Box Elder County Planning Commission has recommended that the Box Elder County Commission amend the zoning map as has been requested; and

WHEREAS, the Box Elder County Commission, after appropriate notice, held a public meeting on April 22, 2026 to review and discuss this proposed amendment; and

WHEREAS, after reviewing and discussing, the Board of County Commissioners of Box Elder County, Utah finds that the amendment to the zoning map as set forth below is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall character of the existing development in the vicinity of the property, that it will not adversely affect adjacent properties, that the facilities and services intended to serve the property to be rezoned are adequate, and that it will be in the best interest of and promote the health, safety and general welfare of the residents of Box Elder County;

NOW THEREFORE, the County Legislative Body of Box Elder County, ordains as follows:

SECTION 1: Zoning Map Amendment. The Zoning Map of Unincorporated Box Elder County is hereby amended by classifying the following described parcels in unincorporated Box Elder County from Unzoned to AHZ (Agricultural Heritage Zone):

PARCEL 06-044-0011

BEG 2640 FT E OF SW COR OF SEC 2 T12N R3W SLM, OR 1/2 SEC LINE, N 80 RDS, W TO E SIDE OF BEAR RIVER CANAL, S ALG E SIDE OF BEAR RIVER CANAL TO S/L OF SEC 2, E TO POB. CONT 19.5 ACRES M/L ACRES ASSESSED 20.00 TOTAL ASSESSMENT PER ACRE .50 TOTAL ASSESSMENT 10.00

PARCEL 06-044-0030

BEG AT A PT 33 FT W & 1537 FT N OF SE COR OF SEC 2, TWP 12N, R 3W, SLM RUNNING W 2607 FT, N 1103 FT, E 2607 FT, S 1103 FT TO BEG. EXC OF RES. LESS: THE S 14.5 FT OF ABOVE. ACRES ASSESSED 67.00 TOTAL ASSESSMENT PER ACRE .50 TOTAL ASSESSMENT 33.50

PARCEL 06-044-0113

BEG 33 FT E OF SW COR OF SEC 2, TWP 12N, R 3W, SLM, N 80 RDS, E TO W SIDE OF BR CANAL, S ALG W SIDE OF SD CANAL, TO S LINE OF SD SEC, W TO BEG. EXC OF RES.
LESS: LOT 1 POVERTY FLATS SUBDIVISION, A PART OF THE SW/4 OF SEC 2, T 2N, R 3W, SLB&M.

PARCEL 06-045-0007

S 3/4 OF SE/4 OF SW/4, S 3/4 OF SW/4 OF SW/4. ALL OF SEC 11, T 12N, R 03W, SLM, E OF CANAL.
LESS ROADS.
LESS: N 13.5 FT THEREOF
LESS: TO UDOT.

PARCEL 06-046-0062

LOT 03 BLK C RIVERSIDE SURVEY.

PARCEL 06-047-0006

COM AT A PT 35 CHS S FROM NW COR OF NW/4 OF SEC 12, TWP 12N, R 3W, SLM. N 20 FT, E 188 FT, S 20 FT, W 188 FT TO BEG. CONT .08 ACRES.

PARCEL 06-047-0081

BEG AT A PT 990 FT S OF 1/2 SEC COR ON THE N/L OF SEC 12 T12N R03W SLM, S 1650 FT, W 1320 FT, N 1650 FT, E 1320 FT TO BEG.
ALSO BEG AT A PT 5 CHS S OF THE NW COR OF THE NW/4 OF SD SEC 12, E 20 CHS, S 30 CHS, W 20 CHS TO W/L OF SEC, N 30 CHS TO BEG.
EXC OF RES.
LESS: BEG 20 RDS S OF NW/4 OF SEC, S 40 RDS, E 80 RDS, N 40 RDS, W 80 RDS TO POB.
LESS: BEG AT A PT 1512 FT S ALG SEC/L & 33 FT E FRM NW COR OF SD SEC 12 SD PT BEING ON E/L OF CO RD R/W KNOWN AS 5200 W ST, S 140 FT, E 190 FT, N 140 FT, W 190 FT TO POB.
LESS: LT 01, PRT LT 02 & THAT PORTION OF A CO R/W LYING W OF LTS 01 & 02 GLEN CAPENER SUB.
LESS [06-047-0005] COM AT A PT 35 CHS S FROM NW COR OF NW/4 OF SEC 12, TWP 12N, R 3W, SLM. N 228 FT, E 188 FT, S 228 FT, W 188 FT TO BEG.
CONT 87.73 AC M/L.

PARCEL 06-047-0082

BEG 20 RDS S OF NW/4 SEC 12 T12N R03W SLM, S 40 RDS, E 80 RDS, N 40 RDS, W 80 RDS TO POB.
LESS: PT LOT 01 & ROAD R/W DEDICATED TO BOX ELDER COUNTY IN GLEN CAPENER SUB.
CONT 19.46 AC M/L.

PARCEL 06-047-0084

BEG AT A PT 16.5 FT S OF THE NW COR OF SEC 12 T12N R03W SLM, E 1320 FT, S 313.5 FT, W 1111.6 FT, N 104.5 FT, W 208.4 FT, N 209 FT TO POB.
LESS [06-047-0083]: COM AT THE BE CO SURVEYORS BRASS CAP MON FND AT THE NW COR OF SEC 12 T12N R03W SLM, S00*32'18"E ALG THE W/L OF SD SEC AS CURR MON 180.01 FT TO THE TRUE POB, S00*32'18"E ALG SD SEC/L 45.5 FT TO THE NW COR OF PARCEL 06-047-0003, LEAVING SD SEC/L N88*57'12"E ALG THE N/L OF SD 0003 PARCEL 176.00 FT, LEAVING SD N BDY/L N00*32'18"W 43.93 FT, S89*27'42"W 176.00 FT TO THE TRUE POB.
CONT 8.83 AC M/L.

PARCEL 06-047-0085

COM AT THE BE CO SURVEYORS BRASS CAP MON FND AT THE NW COR OF SEC 12 T12N R03W SLM, S00*32'18"E ALG THE W/L OF SD SEC AS CURR MON 225.50 FT TO THE NW COR OF PARCEL 06-047-0003, LEAVING SD SEC/L N88*57'12"E ALG THE N/L OF SD 0003 PACEL 176.00 FT TO THE TRUE POB, N88*57'12"E 32.40 FT, S00*32'18"E 104.50 FT, S88*57'12"W 32.40 FT, N00*32'18"W 104.5 FT TO THE POB. CONT .08 AC.

PARCEL 06-049-0014

BEG AT A PT 2 RDS S OF THE NE COR OF THE NW/4 OF SEC 14, TWP 12N, R03W, SLM. S 650 FT, W 1320 FT, N 650 FT, E 1320 FT TO BEG, CONT 19.65 ACRES. ALSO BEG AT A PT 935.5 FT E OF THE NW COR OF SEC 14, TWP 12N, R03W SLM. E 388.5 FT, S 1716.18 FT, W 1080.19 FT, N 28*24`, E 93 FT, N 16*30`, E 198 FT, N 10*29`, E 467 FT, N 21*49`, E 198 FT, N 36*1`, E 462 FT, N 20*27`, E 462 FT TO BEG.
LESS: TRACT TO UDOT. CONT 47.91 ACRES M/L

PARCEL 06-049-0016

BEG AT A PT 2 RDS E OF THE SW COR OF THE NW/4 OF SEC 14, TWP 12N, R 3W, SLM. TH RUNNING E 78 RDS, TH N 936 FT, TH W 1095.5 FT TO BEAR RIVER CANAL, TH SW ALONG CANAL TO E SIDE OF COUNTY ROAD. TH S 627 FT TO BEG. ALSO NW/4 OF SEC 14, TWP 12 N, R 3W, SLM. W OF BEAR RIVER CANAL LESS: TRACT TO UDOT. CONT 40.25 ACRES M/L

PARCEL 06-050-0043

ALL OF THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING ON THE EAST SIDE OF INTERSTATE 15
BEG AT SW COR OF SEC 22 T12N R03W SLM, N 160 RDS, E 78 RDS, S 160 RDS, W 78 RDS TO BEG.
ALSO: BEG AT NW COR OF SD SEC 22, S 120 RDS, E 30 RDS, S 38 RDS, E 50 RDS, N 158 RDS, W 80 RDS TO BEG.
ALSO: BEG AT A PT 160 RDS N OF SW COR OF SD SEC 22, N 40 RDS, E 30 RDS, S 40 RDS, W 30 RDS TO BEG.
LESS: 36.73 AC DEEDED TO UDOT.
LESS[06-050-0036]COMM AT A PT 78 RDS E FRM SW COR OF SEC 22 T12N R03W SLM, N 160 RDS, W 48 RDS, N 2 RDS, E 50 RDS, S 162 RDS, W 2 RDS TO POB.

PARCEL 06-053-0002

BEG AT A PT 73 RDS S OF NW COR OF SEC 25, TWP 12N, R 3W, SLM, RUNNING E 24 RDS TO MALAD RIVER, S ALG RIVER TO W LINE OF SD SEC, N 30 RDS TO BEG.

PARCEL 06-054-0002

NE/4 OF NW/4 OF SEC 26, WP 12N, R 3W, SLM.

PARCEL 06-054-0013

BEG 20 CHS S OF NW COR OF NE/4 OF SEC 26, TWP 12N, R 3W, SLM, E 78 RDS, S 6.06 2/3 CHS, W 78 RDS, N 6.06 2/3 CHS TO BEG. EXC OF RES.

PARCEL 06-054-0016

BEG AT NE COR OF NE/4 OF SEC 26, TWP 12N, R 3W, SLM, S 19.5885 CHS, W 78 RDS, N 19.585 CHS, E 78 RDS TO BEG.

PARCEL 06-054-0036

98.75 ACS OF THE FOLLOWING OUTSIDE CITY LIMITS
N/2 OF SW/4 & NW/4 OF SE/4 OF SEC 26, TWP 12N, R 3W, SLM. EXC OF RES.

PARCEL 06-112-0009

EAST 150 FT INSIDE RIVERSIDE COMMUNITY SPECIAL SERVICE DISTRICT OF THE FOLLOWING DESC. BEG AT NE COR OF SEC 15, TWP 12N, R 3W, SLM, W 1850 FT, S 2640 FT, E 1850 FT, N 2640 FT TO POB.
LESS R R & CANAL.
LESS: .28 ACRES TO UDOT.
CONT 8.81 AC M/L.

PARCEL 06-112-0012

BEG AT A PT 1850 FT W OF NE COR OF SEC 15 T12N R3W SLM, S TO 1/2 SEC LINE OF SEC 15, W TO E SIDE OF I-15 N ALG E SIDE OF I-15 TO SEC LINE, E TO PT OF BEG. CONT 19.3 ACRES M/L

PARCEL 06-112-0017

ALL THAT LYING WLY OF THE UPRR R/W. BEG AT NE COR OF SEC 15 TWP12N R03W SLM, W 1850 FT, S 2640 FT, E 1850 FT, N 2640 FT TO POB.
LESS RR & CANAL.
LESS: 3.68 ACRES TO UDOT
CONT 82.46 AC.

PARCEL 06-112-0018

ALL THE FOLLOWING OUTSIDE THE RIVERSIDE COMMUNITY SPECIAL SERVICE DISTRICT. BEG AT NE COR OF SEC 15, TWP 12N, R 3W, SLM, W 1850 FT, S 2640 FT, E 1850 FT, N 2640 FT TO POB.
LESS EVERYTHING LYING W OF RR R/W.
LESS RR & CANAL.
LESS: 3.68 ACRES TO UDOT
CONT 8.77 AC IN RIVERSIDE CEMETERY DISTRICT.

PARCEL 07-041-0001

NW/4 OF SEC 22, TWP 13N, R 3W, SLM. ALSO W/2 OF SE/4, SW/4, W/2 OF NE/4
LESS: THE SE/4 OF THE SE/4 OF THE SW/4 OF THE SE/4 OF SEC DEEDED TO JOHN SIMMONS.
LESS: INTERSTATE 15 ROAD RIGHT OF WAY [TO UDOT FOR PROJECT #15-8 PARCEL BROKEN OFF 1-11-99 AS PER SURVEYORS OFFICE. BK 395 PG 246]

PARCEL 07-048-0001

BEG AT A PT 33 FT W & 3640 FT N OF SE COR OF SEC 34, TWP 13N, R 3W, SLM, W 5280 FT M/L TO W LINE OF SD SEC, N 1640 FT M/L TO NW COR OF SD SEC, E TO A PT 33 FT W OF NE COR OF SD SEC, S 1640 FT M/L TO BEG. LESS: 11.98 ACRES TO UTAH DEPT OF TRANS- PORTATION. CONTG 186 ACRES.

PARCEL 07-049-0030

THAT PORTION OF N/2 OF N/2 OF SW/4 OF SEC 35 T13N R3W SLM, LYING E OF BEAR RIVER CANAL CO R/W. ALSO: N/2 OF N/2 OF SE/4 OF SEC 35. LESS: STATE RD ON E SIDE. ALSO LESS BEG AT A PT ON W LINE OF SD ST RD 33 FT W OF SE COR OF N/2 OF N/2 OF SE/4 OF SD SEC 35, N ALG SD LINE 215 FT, W 208 FT, S 215 FT, E 208 FT TO BEG. WITH CERTAIN WATER RIGHT CONTG 44.83 ACRES ACRES ASSESSED 26.00 TOTAL ASSESSMENT PER ACRE .50 TOTAL ASSESSMENT 13.00

PARCEL 07-049-0032

ALL THAT PART OF NW/4 OF SEC 35, T 13N, R 3W, SLM LYING SOUTH & EAST OF BEAR RIVER CANAL.
ALSO: THE S/2 OF NE/4 OF SD SEC 35.
LESS: ST HWY ON THE EAST & BEAR RIVER CANAL R/W ON THE WEST.
LESS: [07-049-0051, 0053, 0054, 0055] BEG AT A POINT ON WEST LINE OF ST HWY, 33 FT WEST & 167 FT NORTH OF E/4 CORNER OF SD SEC 35. THENCE NORTH 1153 FT, WEST 198 FT, SOUTH 1153 FT, EAST 198 FT TO BEG.
LESS: [07-049-0043] BEG AT WESTERLY R/W LINE OF ST HWY (RT 13) AT A POINT 33.00 FT NORTH & 36.54 FT WEST FROM E/4 CORNER OF SEC 35. THENCE WEST 162.54 FT, N 00*04`32" W 134.00 FT PARALLEL TO ST HWY R/W, EAST 162.54 FT TO SD R/W LINE, S 00*04`32" E 134.00 FT TO POB.

PARCEL 07-049-0078

BEGINNING AT A POINT 333.00 FT S 00*04'18" W ALONG THE SEC LINE AND 231.00 FT WEST FROM THE NE CORNER OF SEC 35, T 13N, R 03W, SLB&M. THENCE S 00*04'18" W 659.50 FT PARALLEL WITH THE EAST LINE OF SD SEC; EAST 198.00 FT TO THE WEST R/W LINE OF STATE HIGHWAY SR-13 (5200 WEST ST); S 00*04'18" W 330.00 FT ALONG SD R/W LINE; N 89*59'46" W 2525.64 FT TO THE EASTERLY R/W LINE OF CANAL; N 00*14'27" W 1289.34 FT TO THE SOUTH LINE OF 17600 NORTH ST; EAST 60.00 FT; SOUTH 300.00 FT; EAST 1073.38 FT; NORTH 300.00 FT; EAST 60.00 FT; SOUTH 300 FT; EAST 1140.91 FT TO THE POINT OF BEGINNING.

PARCEL 07-095-0004

E/2 OF SE/4 & E/2 OF E/2 OF W/2 OF SE/4 OF SEC 21, TWP 13N, R 3W, SLM.

SECTION 2: Effective Date. This ordinance shall become effective fifteen (15) days after its passage.

PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 22nd day of April, 2026, by the Board of County Commissioners of Box Elder County, Utah,

Commissioner Bingham	Voting Aye
Commissioner Perry	Voting Aye
Commissioner Vincent	Voting Aye

Box Elder County Commission - Chair

Attest:

Marla Young
Box Elder County Clerk

State of Utah)
.ss)
County of Box Elder)

On this 22nd day of April, 2026, personally appeared before me, the undersigned notary public, Tyler Vincent, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say he is the **Commissioner for Box Elder County** and said document was signed by him in behalf of said Corporation and acknowledged to me that said Corporation executed the same.

My Commission Expires: Oct 15, 2029

Notary Public

BOX ELDER COUNTY
FACILITY USE AGREEMENT
(FAIRGROUNDS BUILDING)

This Facility Use Agreement ("Agreement") is entered into by and between **Box Elder County**, a political subdivision of the State of Utah ("County"), and **Lola Baker** ("User"), effective as of April 22, 2026.

1. TERM

This Agreement shall be effective as of the date above and shall terminate on February 28, 2027, unless otherwise terminated as provided herein.

2. LICENSE TO USE FACILITIES

County grants User a **revocable, non-exclusive license** to use the following Box Elder County Fairgrounds facilities:

Designated Area(s): Exhibit Hall #3
Permitted Use: Western Wear Boutique

Use is strictly limited to the permitted use described above. Any expansion or modification requires prior written approval from County.

3. MONTHLY FEE

User shall pay County a fee of: **$950.00 per month**

- Payment is due **in advance on or before the first (1st) day of each month**.
- A late fee of **$10.00** may be assessed for payments received more than five (5) days late in addition to 1.5% of the past due balance.
- Failure to timely pay constitutes a material breach and may result in immediate termination.

No refunds shall be issued for partial months unless expressly approved in writing by County.

4. USE RESTRICTIONS

User shall:

- Comply with all applicable federal, state, and local laws, ordinances, and regulations.
- Not allow alcohol, illegal drugs, or prohibited materials on the premises.
- Not sublease, assign, or allow third-party use without prior written consent.
- Conduct operations consistent with a family-oriented public facility.
- Comply with all posted and attached Fairgrounds Rules ("Exhibit A"), as may be reasonably updated with notice.

County reserves the right to prohibit uses that present material safety risks or legal liability.

5. MAINTENANCE AND CONDITION

User shall:

- Coordinate with the Fairgrounds manager on the dates needed to make the space available for use during the County Fair in August.
- Maintain the premises in a clean, safe, and orderly condition.
- Remove all waste, debris, and materials after use.
- Be responsible for all damage beyond normal wear and tear.

County may inspect the premises with reasonable notice.

6. INSURANCE REQUIREMENTS

User shall maintain, at its sole cost, the following:

- **General Liability Insurance** with limits of not less than:
  - **$1,000,000 per occurrence**
  - **$3,000,000 aggregate**
- Coverage shall include premises and operations liability.
- Box Elder County, it's elected officials and employees shall be named as an additional insured.

8. INDEMNIFICATION AND GOVERNMENTAL IMMUNITY

To the fullest extent permitted by law, User shall **indemnify, defend, and hold harmless** County and its officers, employees, and agents from and against any and all claims, damages, losses, and expenses arising out of or related to User's use of the premises, except to the extent caused by the **gross negligence or willful misconduct** of County.

Nothing in this Agreement shall be construed as a waiver of any protections, limits, or immunities provided under the Utah Governmental Immunity Act.

9. ASSUMPTION OF RISK

User assumes all risks associated with its activities and the use of the premises and is solely responsible for participants, spectators, animals, and property under its control.

10. SECURITY AND SUPERVISION

User is responsible for:

- Adequate supervision of all activities
- Providing security if reasonably required by the nature of the use

County may require additional measures if necessary for public safety.

11. TERMINATION

This Agreement may be terminated as follows:

- **By either party, without cause**, upon **30 days written notice**
- **Immediately by County** for:

- Nonpayment
- Violation of law or Agreement terms
- Unsafe or hazardous conditions

Upon termination, User shall immediately vacate and restore the premises.

12. NO PROPERTY INTEREST

This Agreement creates a **revocable license only** and does not grant any leasehold or property interest.

13. INDEPENDENT CONTRACTOR

User is an independent contractor and not an employee, agent, or representative of County.

14. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Utah. Venue shall lie in the First District Court in Brigham City, Utah.

15. ENTIRE AGREEMENT

This Agreement, including Exhibit A, constitutes the entire agreement and supersedes all prior understandings.

16. SIGNATURES

USER:

Name: Lola Baker
Title: Owner, Boot Lady Bootique

Signature: _____

Date: _____

BOX ELDER COUNTY:

By: Tyler Vincent
Title: County Commission Chair

Signature: _____

Date: April 22, 2026

Attest:

Marla Young, County Clerk

COUNTY CLERK STATE SEAL OF UTAH BOX ELDER COUNTY

EXHIBIT A – FAIRGROUNDS RULES

(Attach current rules; County may update with reasonable notice)

- Box Elder County Reserves the right to prohibit any Event, Activity, or Vendor from using the Fairgrounds facilities if deemed inappropriate.
- Box Elder County Fairgrounds Facilities are used at the personal risk of all Patrons.
- Box Elder County Fairgrounds Management Reserves the right to change the rules, Policies, and Procedures at any time if necessary.
- No alcoholic beverages or smoking/vaping allowed.
- All dogs must be on a leash. No pets or animals are allowed in restrooms or kitchen facilities.
- Box Elder County is not responsible for lost or stolen articles.
- Security may be required, depending on the event.
- Promoters/Patrons are asked to vacate the premises immediately following their scheduled time slot or special event.
- Persons making reservations for special events will be responsible for collecting all fees for their group.
- Free riders must be out of the arena 45 minutes before any event. Please check the reservation board for scheduled events. Reservations will be posted every week. All scheduled reservations are subject to change without notice.
- Promoters/Patrons are responsible for all cleanup and/or damages to facilities. Required clean-up includes litter inside buildings, arenas, alleyways, outside of buildings, and parking areas. Users must clean up after livestock in buildings. Remove Jumps, Barrels, Poles, etc.
- No motorized vehicles are inside the buildings.
- No Parking of Livestock trailers, or loading or unloading, of Livestock is allowed in the Parking Lot east of the Museum.
- Park trailers and trucks North and East of the Indoor arena only.
- If you close the Outdoor arena gates across the track, open them when you leave.
- Do not tie horses to arena fences. Arena Must be rented to set up barrels, and poles. If you have barrels or poles or cattle or goats in the arena it must be rented also. Do not turn horses loose in arenas.
- Unauthorized drones are prohibited on or over fairgrounds property.
- Failure to comply with any of the listed rules will terminate future use.
- No pets or animals in the bathrooms or kitchen areas.
- No skateboards, hoverboards, rollerskates, scooters, or electric bikes are allowed on Fairgrounds.
- No unauthorized golf carts, ATVs, UTVs, or other motorized vehicles.

#26-13

AGREEMENT

Common Chain, LLC, ("***Common Chain***") a Nevada limited liability company, is the owner of a public document research portal (currently known as the Document AI Assistant) (the "***Product***"), that uses machine learning and generative AI to search and display, real property data and images from the County's real property database ("***Information***") in response to queries submitted by third party users in plain language format.

Box Elder County (the "***County***"), a political subdivision of the State of Utah, would like to make the Product available for end users (internal or external) seeking real property information from the County's public records database.

The parties acknowledge and agree that Common Chain is providing access to the Product, and is covering all costs and expenses in developing and supporting the Product, and that all use of the Product and the Information is subject to the conditions below. By using the Product and/or offering it to end users, the County agrees with all of the following conditions:

- Common Chain, end users and anyone else accessing or using the Product or the Information, directly or indirectly shall use the Information only for their own legitimate, customary and reasonable personal or business purposes.

- The Information cannot be used in any manner that, intentionally or unintentionally, violates any applicable local, state or federal law, and cannot be used to collect, or attempt to collect, personal information about third parties.

- All end users will be required to accept terms of use established by Common Chain before utilizing the Product. Common Chain's current terms of use for end users are attached as Exhibit A. At the election of the County, Common Chain will require all end users accessing Information to accept the additional terms of use on Exhibit B (Waiver and Release of County).

- For the Product to function, the County will provide electronic access to Common Chain for all available historical real property records, data and images that are currently in the County's public records database;

- The County will regularly provide electronic access to Common Chain for all new real property records, data and images as they become public record;

- At no cost to the County, Common Chain will provide the County with any OCR / ML / AI data extracted from the County-provided images;

- Common Chain will give the County access to the Product (i.e., the "Document AI Assistant" public document research portal) at no cost, and the County may provide free public access to the Product (by a link from the County's website);

- Common Chain shall not intentionally or unintentionally transfer, access, export, mass download or resale in bulk any of new or historical real property records, data or images provided by the County.

- Common Chain will collect a copy fee, as set forth in Attachment 1, for each document downloaded by Common Chain's end-user from any new or historical real property images provided by the county. Should the County's fee schedule be amended, the County will notify Common Chain. Upon notification, Common Chain shall collect the amended copy fee.

- The copy fees will be paid by Common Chain to the County within 30 days following collection of the fees by Common Chain. Common Chain will also charge end users (other than the County) a subscription/user fee determined by Common Chain.

- Either party may terminate this Agreement for convenience upon written notice to the other party. This notice period shall be 60 days. The term of this agreement is 12 months after the last signature executing this Agreement, and will automatically renew for three additional successive 12-month periods, unless either party cancels in writing prior to a renewal date.

The undersigned individuals, acting on behalf of the parties listed below, hereby agree to the foregoing terms and conditions.

Dated this 22nd day of April, 2026

BOX ELDER COUNTY

Tyler Vincent, Chair
Box Elder County Commission

ATTEST

Marla Young, Clerk
Box Elder County

COMMON CHAIN, LLC

By: MATTHEW PRY
Its: CEO

State of Nevada)
ss.
County of Washoe

BEFORE ME THE UNDERSIGNED, a Notary Public, within and for said State and County, on this 7 day of April, 2026, personally appeared Matthew Pry, the CEO of Common Chain, LLC, a Nevada limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

DERRICK AMENT
Notary Public, State of Nevada
Appointment No. 11-4858-2
My Appt. Expires May 10, 2027

Notary Public

Exhibit A

TERMS OF USE

Common Chain LLC, together with its owners, managers, officers, directors, employees, agents, representatives and affiliates, is referred to below as "Common Chain", "we" or "us".

The reports and analyses produced or distributed by or on behalf of Common Chain (the "Reports") are prepared with reasonable care and skill, but are not intended or designed to comply with American Land Title Association standards or any other title insurance standards. No Report shall be construed or used as an title insurance policy or endorsement.

THE REPORTS ARE PROVIDED "AS IS". WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED IN THE REPORTS, NOR AS TO RESULTS TO BE ATTAINED BY YOU OR ANY THIRD PARTY FROM THE USE OF THE REPORTS. WE DISCLAIM ALL WARRANTIES, CONDITIONS, GUARANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, ANY IMPLIED WARRANTY ARISING FROM TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE OR ANY OTHER WARRANTIES, CONDITIONS, GUARANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, IN LAW OR IN FACT, ORAL OR IN WRITING.

Portions of the Reports are based on information supplied to us by third parties. We accept no responsibility for detecting errors, omissions or misrepresentations in such information, and we have no responsibility for any errors or omissions or for the results obtained from the use of the Reports. We have no obligation to provide any updates, corrections, supplements, or modifications to the Reports. There is no guarantee that all matters of significance to you will be disclosed by the Reports. It is your responsibility to determine whether the information contained in the Reports is adequate for your purposes.

UNDER NO CIRCUMSTANCES SHALL COMMON CHAIN BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF COST OR OTHER SAVINGS, OR DAMAGE SUFFERED OR COSTS AND EXPENSES INCURRED BY USERS OF THE REPORTS OR ANY THIRD PARTIES (REGARDLESS OF WHETHER WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH LOSSES, DAMAGES, COSTS OR EXPENSES), OF ANY NATURE, OR FROM ANY CAUSE WHATSOEVER, WHETHER DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL, DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO THE REPORTS.

Exhibit B

ADDITIONAL TERMS OF USE

THE COUNTY MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED IN THE REPORTS, NOR AS TO RESULTS TO BE ATTAINED BY YOU OR ANY THIRD PARTY FROM THE USE OF THE REPORTS. THE COUNTY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, ANY IMPLIED WARRANTY ARISING FROM TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE OR ANY OTHER WARRANTIES, CONDITIONS, GUARANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, IN LAW OR IN FACT, ORAL OR IN WRITING.

THE COUNTY ACCEPTS NO RESPONSIBILITY FOR DETECTING ERRORS, OMISSIONS OR MISREPRESENTATIONS IN THE REPORTS AND THE INFORMATION, AND HAS NO RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS OR FOR THE RESULTS OBTAINED FROM THE USE OF THE REPORTS. THE COUNTY HAS NO OBLIGATION TO PROVIDE ANY UPDATES, CORRECTIONS, SUPPLEMENTS, OR MODIFICATIONS TO THE REPORTS OR INFORMATION.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF COST OR OTHER SAVINGS, OR DAMAGE SUFFERED OR COSTS AND EXPENSES INCURRED BY USERS OF THE REPORTS OR ANY THIRD PARTIES (REGARDLESS OF WHETHER THE COUNTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH LOSSES, DAMAGES, COSTS OR EXPENSES), OF ANY NATURE, OR FROM ANY CAUSE WHATSOEVER, WHETHER DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL, DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO THE REPORTS.

Attachment 1

Copy Fee Schedule

$1.50 per document, or as otherwise amended by County ordinance.