MINUTES
BOX ELDER COUNTY COMMISSION
MAY 4, 2026

The Board of County Commissioners of Box Elder County, Utah met in a Special Commission Meeting at the Box Elder County Fairgrounds 320 N 1000 W Tremonton, Utah at 4:00 p.m. on May 4, 2026. The following members were present:

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

ATTACHMENT NO. 1 - AGENDA

The Box Elder County Fine Arts Building was packed with people and protestors. There were an estimated 1,000 people in attendance.

Project Area Discussion-Commissioners

Chairman Vincent called the meeting to order at 4:00 pm. He welcomed those in attendance. He said they changed the venue to be able to accommodate more people. He stated there will be no public comment period as they are here to learn about the project.

The crowd roared with boos and chants. Chairman Vincent used the gavel and asked the crowd to quiet down. He set some guidelines about outbursts. He said they will not allow shouting or cat calling. He said they expect the crowd to be kind and listen to what is being said so that people at the meeting can hear and understand the project. He said they love the Box Elder County residents and appreciate them being here today. He said if they continue with their outbursts he will have law enforcement remove them from the meeting. He said if the crowd cannot contain themselves, they will move into a separate room and conduct the meeting by video conference. He said they are interested in hearing from the citizens and stated they may submit their comments about the Stratos project on the county website.

Chairman Vincent stated they have received over 2,500 comments, questions, and concerns regarding the data center. Of those, 262 were from county residents. He said they appreciate the feedback and are reviewing all of the comments. They are prioritizing comments from county residents and are reviewing comments outside the county as well. He reported that many are in favor of the proposed project. It is important for the people to understand that the proposed

project has support from many who work and live here. He said he is not talking about MIDA, the legislature, or the governor. He is talking about friends and neighbors. The Commission has a responsibility to consider their opinions just as much as those that are opposed to the project.

Chairman Vincent stated he will review the agenda, but first there are a few things he wants to emphasize from the Commission. Nothing has been decided yet. They are committed to getting the process right and that is why they slowed the process down. They needed time for due diligence and to listen and communicate with the residents. They needed time to continue to negotiate with MIDA to be sure the agreement addressed their concerns. Even if the Commission gives consent to MIDA today, or in the future, it is not the end of the oversight process. It is only the beginning. Construction won't happen overnight. It will likely take up to ten years to fully build out the site. There will be permitting processes and regulatory requirements along the way. MIDA has assured us the proposed project area includes planning and thoughtful stewardship through the term of the project. Construction and operation on this data center will be built somewhere and it will generate jobs and economic investment.

The crowd began to outburst again.

Chairman Vincent continued by saying the proposed site location works well for the proposed data center. It is unused land situated away from existing homes and businesses. It would draw water at the site. The water is not being used today because it is too salty for human consumption.

The crowd erupted again.

Chairman Vincent said the closed loop design means the data center won't consume any more water than a typical office park.

The crowd continued to be loud and interruptive.

Chairman Vincent continued stating they will be using a nearby natural gas pipeline that would allow the site to produce its own power and would not put additional strain on the local grid or increase electricity prices for residences and businesses. The agreement that they have been negotiating with MIDA ensures it won't cost the citizens of Box Elder County anything. In fact,

the county will benefit by receiving more tax revenue and infrastructure investment paid by the project developers, not the residents even during the initial phases of the project.

The crowd became loud again.

Chairman Vincent said it will bring jobs and strengthen the military for years to come.

Continued outbursts from the crowd.

Chairman Vincent explained that based on public comments received they have asked County Attorney Stephen Hadfield to provide additional information to address outstanding concerns and questions. He expressed appreciation to the County Attorney's Office for helping them through the process. They have also hired an outside firm to assist. They are thankful for their assistance.

Attorney Stephen Hadfield reported there were a lot of concerns about pollution. They tried to get the Department of Air Quality to come up, but because there was not an application on file, they would not. He was able to speak with an engineer. He said he was told that MIDA is not exempt from their requirements and would be required to obtain an approval order which is the equivalent of an air quality permit. They would have to file an application and show that all requirements have been met. It applies to any equipment that would be emitting anything into the atmosphere. The department would then issue an engineering review. There would be a public comment period. A public hearing could be requested. The process typically takes 150-200 days. All applications and studies are public information and would be made available to the public. Depending on the types of structures that are going to be installed there could be a Title 5 Operating Permit required. It would be reviewed and renewed every five years. They have a compliance department that would take any complaints and concerns with the project. Those would be addressed by the Department of Air Quality.

Mr. Hadfield continued by stating with respect to water, they talked to the Department of Water Quality. They received a letter from the Utah Division of Drinking Water that states they have the delegated authority from the U.S. EPA to implement the Safe Drinking Water Act. Based on current project understanding, the Division of Drinking Water assumes the data center and power plant will operate a separate public water system sourcing water from independent underground wells. Drinking water systems must be physically separate from water used for cooling, fire protection, or power generation. (Crowd outbursts) The wells must be designed to the Department of Drinking Water's standards including rigorous source protection and treatment

depending on water quality. Systems must meet minimum storage and pressure requirements, likely necessitating dedicated tanks and pump stations. Each system must be managed by a certified water operator who is responsible for all testing and monthly bacterial sampling. Systems are subject to annual fees, regular inspections, and continuous reporting to ensure public health and safety. The Division of Water Quality is responsible for protecting the waters of the state under the Utah Water Quality Act and delegates authority from the U.S. EPA Clean Water Act. Permits are required for all surface water and ground water discharges within the state. These permits require a rigorous public notice process to ensure awareness and involvement. Discharge permits are the primary mechanism for pollution prevention. Permits are required for all discharges whether they are surface waters or ground waters to ensure there is no harm to state waters. They have checked with the Bear River Water Conservancy District. He introduced Chance Baxter to answer some questions.

Chance Baxter, General Manager of Bear River Water Conservancy District, stated in a professional capacity the district focuses on water resources in the planning and protection of water. The district's role is to protect water resources within Box Elder County. It includes surface water and ground water supplies. It includes reviewing water right applications, understanding basin hydrology, coordinating with the state engineer, and helping to ensure that existing water users and long term water suppliers are protected. He said he is not here to act as a project advocate for or against the project. His role is to provide technical information to help decision makers understand water supply limitations, risks, and obligations.

Attorney Hadfield asked Mr. Baxter if the district was familiar with the proposed MIDA project area and what the water right change request is for on water right #13-4148 owned by Bar H Ranch.

Mr. Baxter replied that the district is generally familiar with the proposed MIDA Stratos project and is specifically aware of the application to change water rights on #13-4148 owned by Bar H Ranch Incorporated. Their involvement was limited to reviewing the water right application from a water supply and hydraulic perspective. The district did not review or evaluate land use, zoning, or economic development aspects of the project.

Attorney Hadfield asked what was the result of the district's review of the application for the water right.

Mr. Baxter stated the district's engineering team, which reviews water right transactions all over Box Elder County, forwarded application #13-4148 to him to review a few weeks ago. They

confirmed that the Bear River Water Conservancy District does not own or rely on any of the water sources or water rights in or around the Salt Wells or Hansel Valley area. They also confirmed no municipalities, towns, or other water districts own water rights in that area. All of the water rights there are privately owned. Based on that, the district determined it did not have grounds to take further action on the application and did not pursue a protest or formal comment.

Attorney Hadfield asked Mr. Baxter what he knows about the source and water quality of water right #13-4148.

Mr. Baxter stated that Salt Wells is where Hansel Valley's ground water ends, not where it begins. The water there is naturally salty and highly mineralized. It is unsuitable for drinking or long term irrigation. The only usable ground water in the valley is farther north and is very limited and not replaceable.

Attorney Hadfield stated the county retained an outside law firm Smith-Hartvigsen. They have worked very hard on this for the county. He introduced Adam Long and asked him to explain what they have done.

Adam Long with Smith-Hartvigsen Law Firm stated their firm works with these types of issues along with economic development. The county engaged with them to provide advice to ensure the county gets the deal that was presented. He said MIDA functions in a similar role as a municipality. They would have full control of the things that similarly a city could do such as things like building permits, zoning, and land use approvals. MIDA is required to get the county's consent before adding any private land in a project area. They have been working on an interlocal agreement between Box Elder County and MIDA. They started with a draft that MIDA presented and have made significant progress in the last week and a half. They are working to get the protections that the county has asked for and what MIDA has promised. He said the two areas the county has been looking at are: (1)there are very clear limits on what the county is obligated to provide, and (2)making sure the county receives the financial benefits that MIDA has promised. The agreement expressly limits MIDA's ability to do certain things within the project area. For example, no residential development, any data center cooling must be a closed loop system, address water use concerns, limits on hotel rooms, limits on development by Highway 84 until a certain amount of the data center space has been built, noise limits at the project area boundary or at the closest residence of the project area, and the county's ability to suggest members for a design review committee that will function as analogist to the Planning Commission appointed by MIDA. As far as the financial side goes, MIDA has promised a great deal of tax revenue if the data center gets built.

The crowd became disruptive and Chairman Vincent tried to get them to come to order.

Mr. Long explained it is tax revenue levied by MIDA within the project area including a municipal energy tax, a telecommunications license tax, transient room tax, and point of sale tax revenue. MIDA has promised with the first phase about 30 million dollars in annual revenue to the county with about 108 million dollars revenue at full build out.

The crowd interrupted.

Mr. Long continued by saying MIDA, or the master developer, will be making three upfront payments of 5.4 million dollars each to help offset the costs of county provided services.

Continued outbursts from the crowd.

Mr. Long said they included language that guarantees a certain amount of revenue to address the risk of legislative changes or changes in the sales tax of data center equipment among other things. MIDA commits to adjusting that energy tax up to meet a minimum threshold revenue based on the amount of generation installed within the project area or energy used.

Commissioner Bingham asked about dark sky requirements.

The crowd became louder and more unruly so the Commission moved to a separate room to be able to convene the remainder of the meeting. There was a pause for audio and visual technicalities and then the meeting reconvened via video conference.

Chairman Vincent stated they would appreciate the crowd being quiet so the people who want to know more information can hear what is being said.

Attorney Stephen Hadfield asked Mr. Long how he feels about the contract that has been negotiated.

Mr. Long stated the contract does a good job on making sure the county gets the deal that MIDA promised. He answered Commissioner Bingham's question about dark sky by stating that the

dark sky compliance is in MIDA's standards and development standards and will be in the interlocal agreement.

Chairman Vincent asked what guardrails have been placed to protect the county.

Mr. Long stated the big guardrails are limitations on what the county is obligated to do,and the types of municipal services the county is obligated to provide. The other things that protect the county are the restrictions on what MIDA is allowed to do such as the cooling systems, not allowing residential, and restricting development off of Highway 84 until the center is built.

MOTION: Commissioner Perry made a motion to untable Resolution #26-11 and Resolution #26-12. The motion was seconded by Commissioner Bingham. The motion carried unanimously and the items were untabled.

Commissioner Perry said he would like the County Attorney to explain to them what, as Commissioners, their role is in making this decision.

Deputy Attorney Anne Hansen stated there are two agenda items relating to the MIDA project. Resolution #26-12 allows the Commission to adopt the Interlocal Agreement #26-15. The interlocal agreement is between MIDA and Box Elder County. By approving the agreement it is not consenting for MIDA to move forward. It takes all of the provisions discussed earlier and negotiations into an agreement which both agencies will abide by throughout the life of the project. Resolution #26-11 is where the county grants the necessary consent to MIDA to create the Stratos Project Area. Under Utah state law, MIDA is not able to put private land in a MIDA project area without the consent of the landowners and Commission. The resolution does not allow them to build a data center, it is just consent for them for their own land use process.

Commissioner Perry said in understanding the things that have been brought to them from the County Attorney's Office, private attorneys office, Bear River Water Conservancy District, and all the various people they have talked to, he feels there is no one on the County Commission or other County Elected Official that is going to benefit from this project financially or otherwise. This project is designed for the benefit of Box Elder County, not any individual person. Their vote today is not for or against a data center. Their vote is about personal property rights and whether they can put any guardrails on this issue. This land is private land that is currently unzoned. Having unzoned land gives the county very little control over what happens on unzoned land. He read a letter from someone in Box Elder County who had concerns over the opposition and misunderstanding of the project. They described how Utah requires data centers

to generate their own power and how this center does that. They expressed concerns about the rights of landowners who have chosen to be a part of the project. Property rights are foundational in our way of life. People have the right to use their land. That doesn't make every use popular, but it does make opposing it a dangerous road to go down. Because we have a representative form of government we elect people, Commissioners, to study the issues carefully and make the best decision for the county even when the decision is not popular.

Commissioner Bingham said his comments are for the citizens of Box Elder County. He felt he should read a statement. The Stratos project was not sought by Box Elder County nor the Commissioners and they had no idea it was heading our way. Once they knew about it, they consulted with the County Attorney's Office and outside attorneys. They have a lot of ideas and are trying for the best possible outcome for the county. Most of what they stipulated for the county MIDA agreed to. Everyone knows about the money and jobs but he is not sure that people are aware that there is an agreement that they will not put permanent housing on the land that was purchased. This is in line with the county's master plan. They will not take power from our grid and will generate their own. The county will not pay for any infrastructure related to this project. The project will pay for all their needed services. The water has already been addressed today. These are a few of the conditions that have been put in writing. MIDA has said they will not do the project without 100% of the support of the landowners, which they have, and Commission approval. They have delayed the vote twice to give them time to review and digest the proposal. He thanked the public for their input. There have been many good points made and questions asked. We live in a great county. His personal point of view can not decide his vote. He took an oath to represent the people of Box Elder County. He has pondered how it will affect us now and ten years from now. Will future generations be glad because of their decision? After taking the needed time, he feels he is voting with their collective best interest in mind. If he votes no, this project could still move forward using different means to accomplish their goal. Box Elder County would not have any say or oversight. We would lose the contract that has been agreed upon and benefits to our county for generations to come. If he votes yes, there are still concerns and issues. This project will comply with all air, water, and land regulations. Currently our county has no legal way to limit the size of an industrial project. People have a right to sell and people have a right to buy land or water rights. Since the land is not zoned, the use can be used without notice or public hearings. Our county has faced controversial proposals before. Consider the impact in the 1950s if Thiokol (now known as Northrop Grumman), the Arthur Watkins Dam in Willard, Little Mountain Landfill, or the Procter and Gamble Corporation proposals had been denied. These have been great additions to the county and still preserve the things we love about our county. With careful planning we can continue to protect our rich heritage, resources, and the things that make Box Elder County such a wonderful place to live.

Chairman Vincent said he has spent endless hours studying this project, making phone calls, and talking to people. He said he echoes what the other Commissioners have said. Just like at Northrop Grumman, the farmers will be able to lease the ground back to farm. The Commission has been pushing to get the county zoned. As we get properties zoned, we protect the things that go on in our county. The Commissioners appreciate property rights and believe people should be able to do what they would like with their property. He said they appreciate everyone being there today.

Approving Resolution #26-12 Which Provides Approval for Interlocal Agreement #26-15 Between Box Elder County and MIDA-Commissioners

MOTION: Commissioner Perry made a motion to approve resolution #26-12 which provides for the Interlocal Agreement #26-15 with MIDA. 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 #26-12

Resolution #26-11 Box Elder County Commission Consenting to the Inclusion of Private Land Located in the Unincorporated Box Elder County in the MIDA Stratos Project Area-Commissioners

MOTION: Commissioner Bingham made a motion to approve Resolution #26-11 Consenting to the Inclusion of Private Land in the MIDA Stratos Project Area. 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. 3 -Resolution #26-11

CLOSED SESSION

There was not a closed session.

ADJOURNMENT

A motion was made by Commissioner Perry to adjourn. Commissioner Bingham seconded the motion, and the meeting adjourned at 5:06 pm.

ADOPTED AND APPROVED in regular session this 27th 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

SPECIAL COUNTY COMMISSION MEETING

BEC Fairgounds Fine Arts Bldg 320 N 1000 W, Tremonton Utah
Monday, May 04, 2026 at 4:00 PM

AGENDA

NOTICE: *Public notice is hereby given that by an Official Motion of the Box Elder County Board of County Commissioners a Special Commission Meeting will commence at 4:00 P.M. on Monday May 4, 2026 at the BEC Fairgounds Fine Arts Bldg 320 N 1000 W, Tremonton 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. **CALL TO ORDER**
2. **AGENDA ITEMS**
   - A. Project Area Discussion-Commissioners
   - B. Approving Resolution #26-12 Which Provides Approval for Interlocal Agreement #26-15 Between Box Elder County and MIDA-Commissioners
   - C. Resolution #26-11 Box Elder County Commission Consenting to the Inclusion of Private Land Located in the Unicorporated Box Elder County in the MIDA Stratos Project Area-Commissioners
3. **CLOSED SESSION**
4. **ADJOURNMENT**

Prepared and posted this 27th day of April, 2026. Mailed to the Box Elder News Journal and the Leader on the 27th 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 4:00 p.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.

Entry No. 499236 B: 1656 P: 1184
05/05/2026 01:31:33 PM FEE $0.00 Pages: 7
RESOLUTION For: BOX ELDER COUNTY
Chad Montgomery, Box Elder County Utah Recorder

BOX ELDER COUNTY COMMISSION

RESOLUTION NO. 26-11

A RESOLUTION OF THE BOX ELDER COUNTY COMMISSION CONSENTING TO THE INCLUSION OF PRIVATE LAND LOCATED IN UNINCORPORATED BOX ELDER COUNTY IN THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY'S 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 § 63H-1-401(3) of the MIDA Act provides that to include the land the Box Elder County Commission must pass "a resolution consenting to the inclusion of the land in the project area"; and

WHEREAS, the MIDA Act also requires 100% of the landowners to consent and all of the landowners have also agreed to consent to their land being included in the Stratos Project Area;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF BOX ELDER COUNTY that the Commission hereby irrevocably consents to the inclusion of the private land described and shown in Exhibit A in MIDA's proposed Stratos Project Area. This Resolution shall be effective on the date of its adoption.

RESOLVED, PASSED, AND EFFECTIVE this 4th day of May 2026.

Box Elder County Commission

Tyler Vincent
Commission Chair

COUNTY CLERK STATE SEAL OF UTAH BOX ELDER COUNTY

Attest:

Marla Young
County Clerk

Acknowledgment

State of Utah)
§
County of Box Elder)

On this 4th day of May, in the year 2026, before me, Marla R. Young a notary
date month year notary public name

public, personally appeared Tyler Vincent, Commission Chairman, proved on the basis of satisfactory
name of document signer

evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged

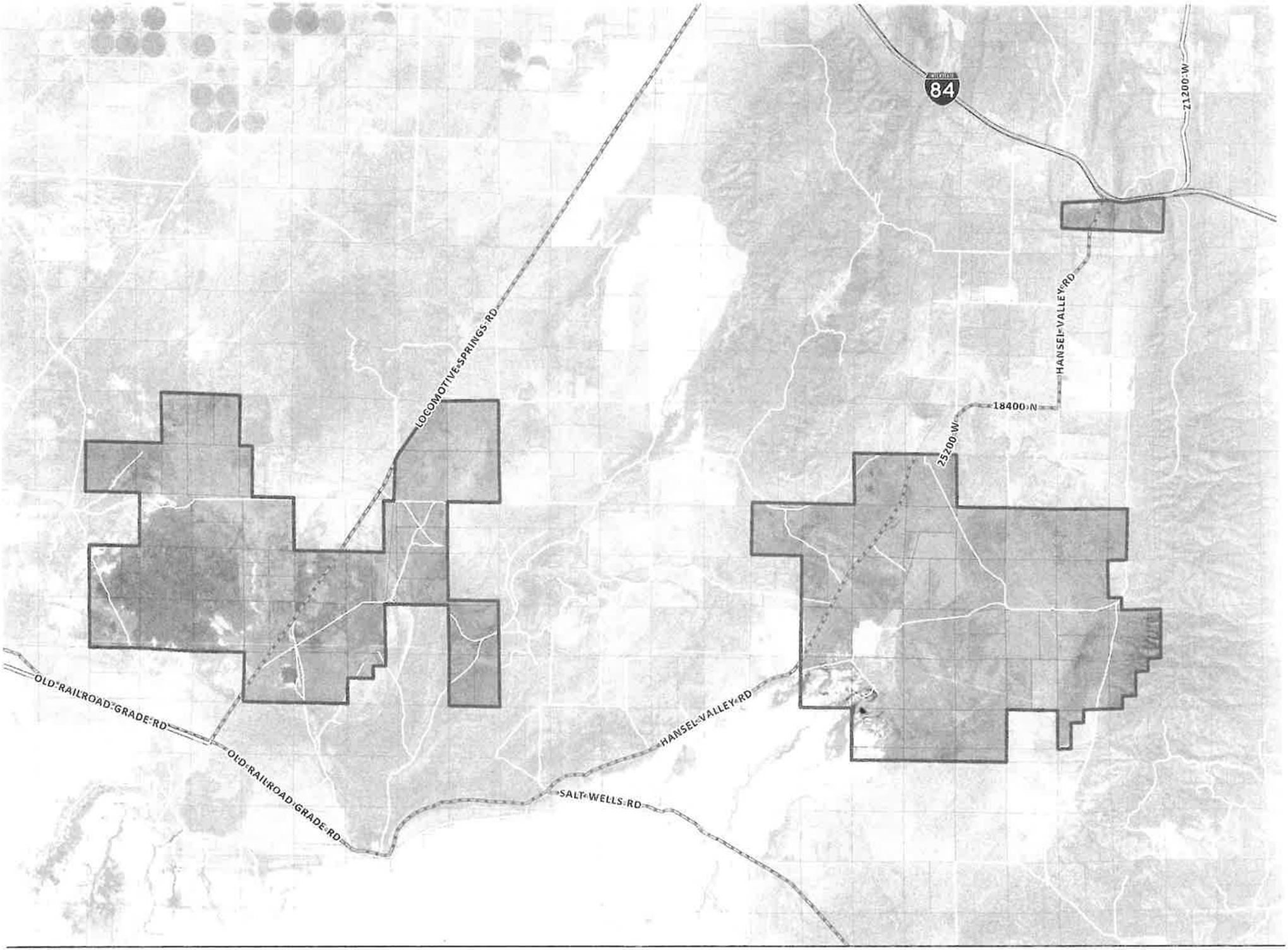
(he/she/they) executed the same.

Witness my hand and official seal.

Marla R Young
(notary signature)

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

(seal)



DISCLAIMER

SCALE 1 150 000

STRATOS DISTRICT
BOX ELDER COUNTY

EXHIBIT A

PARCELS INCLUDED

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

LEGAL DESCRIPTION

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

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

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

Contains 40,691.72 acres more or less.

Parcel Number	Owner Name	Legal Description
07-005-0018	MUNNS BUD TYLER	LOTS 1-5-6-7, LOT 2, S/2 OF NE/4: SE/4 OF NW/4 (N/2 OF SEC). LESS ST HWY. SEC 6, TWP 13N, R 6W, SLM. CONTG 320.63 ACS.
07-005-0017	RATTLESNAKE RANCH LLC	Legal N/2 OF SEC 5, TWP 13N, R 6W, SLM. LESS ST HWY.
06-005-0009	BAR H LAND LLC	Legal W 212 ACS OF SEC 5, TWP 12N, R 6W SLM. (OVERLAPS 0077)
06-005-0024	BULL PASS RANCH LLC	Legal E/2 OF E/2 OF SEC 17, T 12N, R 6W, SLM.
06-005-0029	MUNNS TIM TYLER TTEE ETAL	Legal NW/4 OF NE/4, NW/4, N 1/2 OF SW/4, SW/4 OF SW/4 OF SEC 20, TWP 12N, R 6W, SLM
06-005-0043	MUNNS TIM TYLER TTEE ETAL	Legal LOTS 4 AND 8, SE/4 OF SW/4, SW4 OF SE/4, SEC 30, TWP 12N, R 6W, SLM,--- QUESTION--
06-005-0063	MUNNS TIM TYLER TTEE ETAL	Legal LOTS 1, 2, 3, AND NE/4 OF NW/4 OF SEC 30, TWP 12N, R 6W, SLM,--- QUESTION ---
06-005-0028	MUNNS TIM TYLER TTEE ETAL	Legal ALL OF SEC 19, TWP 12N, R 6W SLM
06-006-0033	MUNNS TIM TYLER TTEE ETAL	Legal E 1/2 OF SEC 24, TWP 12N, R 7W, SLM
06-006-0034	BAR H RANCH INC	Legal W 1/2 OF SEC 24, TWP 12N, R 7W, SLM CONT 320 ACS.
06-006-0032	BAR H RANCH INC	Legal ALL OF SEC 23, TWP 12N, R 7W, SLM,
06-006-0049	BAR H RANCH INC	Legal N 1/2 AND N 1/2 OF S 1/2 OF SEC 26, TWP 12N, R 7W, SLM, COANT 480 ACS.
06-006-0036	BAR H RANCH INC	Legal S 1/2 OF S 1/2 OF SEC 26, TWP 12N, R 7W, SLM, CONT 160 ACS.
06-006-0050	BAR H RANCH INC	Legal N 1/2 AND N 1/2 OF S 1/2, SEC 27, TWP 12N, R 7W, SLM, CONT 480 ACS
06-006-0037	BAR H RANCH INC	Legal S 1/2 OF S 1/2 OF SEC 27, TWP 12N, R 7W, SLM, CONT 160 ACS.
06-006-0039	BAR H RANCH INC	Legal S 1/2 OF S 1/2 OF SEC 28, TWP 12N, R 7W, SLM, COANT 160 ACS.
06-006-0025	BAR H RANCH INC	Legal ALL OF SEC 17, TWP 12N, R 7W, SLM,
06-006-0029	BAR H RANCH INC	Legal N 1/2 OF N 1/2 OF SEC 20, TWP 12N, R 7W, SLM, CONT 160 ACS.
06-006-0028	BAR H RANCH INC	Legal S 3/4 OF SEC 20, TWP 12N, R 7W, SLM
06-006-0012	ROBBINS WILSON KALMAR TTEE	Legal W 1/2 OF SEC 8, TWP 12N, R 7W, SLM, CONT 320 ACS.
06-006-0008	BAR H RANCH INC	Legal ALL OF SEC 6, TWP 12N, R 7W, SLM,
06-006-0007	BAR H RANCH INC	Legal ALL OF SEC 05, T 12N, R 07W, SLM.
06-006-0006	BAR H RANCH INC	Legal ALL OF SEC 4, TWP 12N, R 7W, SLM, CONT 641.04 ACS.
07-006-0049	MURRAY HOLLOW LC	Legal ALL OF SEC 33, TWP 13N, R 7W, SLM.
07-006-0050	MURRAY HOLLOW LC	Legal ALL OF SEC 34, TWP 13N, R 7W, SLM. CONT 640 ACRES.
06-006-0003	MURRAY HOLLOW LC	Legal N 1/2 SEC 3, TWP 12N, R 7W, SLM, --- QUESTION ---
06-006-0002	MURRAY HOLLOW LC	Legal LOTS 1, 2, 3, 4, S 1/2 OF N 1/2, S 1/2 OF SEC 2, TWP 12N, R 7W, SLM, CONT 640 ACS.
06-006-0001	BAR H LAND LLC	Legal ALL OF SEC 1, TWP 12N, R 7W, SLM, CONT 635.35 ACS.
06-005-0010	BAR H LAND LLC	Legal ALL OF SEC 6, TWP 12N, R 6W, SLM CONTG 641.63 ACS
06-005-0011	BAR H LAND LLC	Legal ALL OF SEC 7, TWP 12N, R 6W, SLM
06-005-0026	BULL PASS RANCH LLC	Legal LOTS 1, 2, 5, 6, & E/2 OF NW/4 & W2 OF NE/4 OF SEC 18, T 12N, R 6W, SLM. --- QUESTION ---
06-005-0027	BULL PASS RANCH LLC	Legal LOTS 3, 4, 7 & 8, & NE/4 OF SW/4 & NW/4 OF SE/4 & SE/4 OF SW/4 & SW/4 OF SE/4 OF SEC 18, T 12N, R 6W, SLM. --- QUESTION ---
06-006-0019	BULL PASS RANCH LLC	Legal EAST 107.5 RDS OF SEC 13, T 12N, R 7W, SLM.
06-006-0020	BULL PASS RANCH LLC	Legal BEG AT SW CORNER OF SEC 13, T 12N, R 7W, SLM. THENCE EAST 212.5 RDS, NORTH 320 RDS, WEST 212.5 RDS, SOUTH 320 RDS TO BEG.
06-006-0018	BAR H LAND LLC	Legal ALL OF SEC 12, TWP 12N, R 7W, SLM, CONT 640 ACS.
06-006-0001	BAR H LAND LLC	Legal ALL OF SEC 1, TWP 12N, R 7W, SLM, CONT 635.35 ACS.
06-006-0017	MURRAY HOLLOW LC	Legal ALL OF SEC 11, TWP 12N, R 7W, SLM,
06-006-0022	BAR H RANCH INC	Legal N 1/2 OF SEC 14, TWP 12N, R 7W, SLM CONT 320 ACS.
06-006-0021	BAR H RANCH INC	Legal S 1/2 OF SEC 14, TWP 12N, R 7W, SLM
06-006-0031	BAR H RANCH INC	Legal ALL OF SEC 22, TWP 12N, R 7W, SLM, CONT 640 ACS.
06-006-0023	BAR H RANCH INC	Legal ALL OF SEC 15, TWP 12N, R 7W, SLM,
06-006-0016	MURRAY HOLLOW LC	Legal BEG AT THE SW COR OF SEC 10. TWP 12N, R 7W, SLM, N 2640 FT, N 18*07` E 2779 FT, E 1776 FT, S 5280 FT, W 2640 FT TO BEG. CONT 293 ACS.
06-006-0014	MURRAY HOLLOW LC	Legal THE E 1/2 OF SEC 10, TWP 12N, R 7W, SLM,

06-006-0015	BAR H RANCH INC	Legal BEG AT A PT 2640 FT N OF SW COR OF SEC 10, TWP 12N, R 7W, SLM, N 18* 07` E 2779 FT, W 864 FT M/L TO NW COR OF SEC, S 2640 FT TO BEG. CONT 27 ACS.
06-006-0005	MURRAY HOLLOW LC	Legal BEG AT THE SE COR OF SEC 3, TWP 12N R 7W, SLM, W 4416 FT, N 18*25` E 2785 FT, E 3761 FT, S 2*50` W 2640 FT, TO POB. CONT 248 ACS.
06-006-0013	BAR H RANCH INC	Legal ALL OF SEC 9, TWP 12N, R 7W, SLM,
06-006-0024	BAR H RANCH INC	Legal ALL OF SEC 16, TWP 12N, R 7W, SLM,
06-006-0030	BAR H RANCH INC	Legal ALL OF SEC 21, TWP 12N, R 7W, SLM,
06-006-0038	BAR H RANCH INC	Legal N 1/2 OF S 1/2; S 1/2 OF N 1/2; NE/4 OF NE/4; N 1/2 OF NW/4; NW/4 OF NE/4 OF SEC 28, TWP 12N, R 7W, SLM, CONT 480 ACS.
06-006-0011	BAR H RANCH INC	Legal E 1/2 OF SEC 8, TWP 12N, R 7W, SLM, CONT 320 ACS.
06-005-0025	BULL PASS RANCH LLC	Legal ALL OF SEC 17, T 12N, R 6W, SLM. EXC: E/2 OF E/2
06-005-0012	BULL PASS RANCH LLC	Legal SW/4 OF SW/4 OF SEC 8, T 12N, R 6W, SLM.
06-006-0004	BAR H RANCH INC	Legal BEG AT SW COR OF SEC 3, TWP 12N, R 7W, SLM, E 864 FT, N 18*07` E 2785 FT, W 1519 FT, S 2640 FT TO BEG. CONT 72 ACS.
07-079-0001	JEDMESH LAND LLC	Legal All of Sec 25 T13N R09W SLM Cont. 640 ac (Murry)
07-082-0001	JEDMESH LAND LLC	Legal ALL OF SEC 36 T13N R09W SLM. CONT 640 AC.
07-081-0003	JEDMESH LAND LLC	Legal ALL SEC 35 T13N R09W SLM.LESS [07-081-0002] ALL THAT PORTION LYING NORTH AND WEST OF THE CENTERLINE OF AN EXISTING COUNTY ROAD LOCATED IN SECTION 35,TOWNSHIP 13 NORTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN. LESS: COUNTY ROAD
07-080-0017	JEDMESH LAND LLC	Legal ALL PORTION OF SEC 26 T13N R09W SLM LYING S & E OF CTR/L EXIST CO RD. CONT 355 AC M/L.
06-008-0004	BAR H RANCH INC	Legal N/2 OF SEC 02 T12N R09W SLM. CONT 321.32 AC.
06-008-0003	BAR H RANCH INC	Legal S/2 OF SEC 02 T12N R09W SLM. CONT 320 AC.
06-008-0019	BAR H RANCH INC	Legal N/2 OF SEC 11 T12N R09W SLM. CONT 320 AC.
06-008-0018	BAR H RANCH INC	Legal S/2 OF SEC 11 T12N R09W SLM. CONT 320 AC.
06-008-0033	BAR H RANCH INC	Legal W/2 OF SEC 24, TWP 12N, R 9W, SLM. CONTG 320 ACS.
06-008-0021	BAR H RANCH INC	Legal ALL OF SEC 13, TWP 12N, R 9W, SLM.
06-008-0034	BAR H RANCH INC	Legal E/2 OF SEC 24, TWP 12N, R 9W, SLM. CONTG 320 ACS.
06-008-0047	ROCK CREEK GRAZING LLC	Legal LOT 01, SE/4 OF NE/4, E/2 OF SE/4 OF SEC 03, T 12N, R 09W, SLM. LESS: PART OF E/2 OF E/2 OF SEC 03. BEG AT SE CORNER OF SD SEC 03, WEST IN SOUTH LINE OF SD SEC 725.0 FT M/L TO DRIFT FENCE, N 04*58`50" E FOLLOWING DRIFT FENCE 5320.0 FT M/L TO NORTH LINE OF SEC, NORTH IN EAST LINE OF SD SEC 263.0 FT M/L TO NE CORNER OF SD SEC, SOUTH IN EAST LINE OF SD SEC, 5300.0 FT M/L TO POB.
06-008-0048	BAR H RANCH INC	Legal PART OF E/2 OF E/2 OF SEC 3, TWP 12N, R 9W, SLM, BEG AT SE COR OF SD SEC 3, W IN S LINE OF SD SEC 3, 725.0 FT M/L TO DRIFT FENCE, N 4* 58`50E FOLLOWING DRIFT FENCE 5320.0 FT M/L TO N LINE OF SEC, N IN E LINE OF SD SEC 263.0 FT M/L TO NE COR OF SD SEC, S IN E LINE OF SD SEC 5300.0 FT M/L TO POB. CONTG 60.1 ACS M/L. RES CERTAIN R/W.
06-008-0049	BAR H RANCH INC	Legal PART OF E/2 OF E/2 OF SEC 10, TWP 12N, R 9W, SLM, BEG AT SE COR OF SD SEC 10, W ON S LINE 1185.0 FT M/L TO DRIFT FENCE, N 4*58`50E FOLLOW- ING DRIFT FENCE 5297.0 FT M/L TO N LINE OF SD SEC, E ON N LINE 725.0 FT M/L TO NE COR OF SD SEC, S ON E LINE OF SD SEC 10, 5280.0 FT M/L TO POB. CONTG 115.8 ACS M/L.
06-008-0017	ROCK CREEK GRAZING LLC	Legal E/2 OF SEC 10, T 12N, R 09W, SLM. LESS: PART OF E/2 OF E/2 OF SEC 10. BEG AT SE CORNER OF SD SEC 10, WEST ON SOUTH LINE 1185.0 FT M/L TO DRIFT FENCE, N 04*58`50" E FOLLOWING DRIFT FENCE 5297.0 FT M/L TO NORTH LINE OF SD SEC, EAST ON NORTH LINE 725.0 FT M/L TO NE CORNER OF SD SEC, SOUTH ON EAST LINE OF SD SEC 5280.0 FT M/L TO POB.
06-008-0016	TUBBS MATTHEW D ETAL JT	Legal W/2 OF SEC 10, TWP 12N, R 9W, SLM.
06-008-0051	TUBBS MATTHEW D ETAL JT	Legal W/2 OF E/2, W/2 OF SEC 15 T12N R9W SLM. CONT 480 ACRES

06-008-0052	TUBBS MATTHEW D ETAL JT	Legal NW/4 OF NE/4, NW/4 OF SEC 22 T12N R9W SLM. CONT 200 ACRES
06-008-0030	TUBBS MATTHEW D ETAL JT	Legal ALL OF SEC 21, TWP 12N, R 9W, SLM.
06-008-0029	BOYER RUSSELL K ETUX	Legal ALL OF SEC 20 T12N R09W SLM
06-008-0026	BOYER RUSSELL K ETUX	Legal W/2 OF SEC 17 T12N R09W SLM.
06-008-0025	SHOWELL DAVID J TTEE ETAL	Legal E/2 OF SEC 17, T 12N, R 09W, SLM.
06-008-0024	77 NEAL RANCH LLC	Legal SEC 16 T12N R09W SLM.
06-008-0027	ROCK CREEK GRAZING LLC	Legal ALL OF SEC 18, T 12N, R 09W, SLM.
06-009-0017	ROCK CREEK GRAZING LLC	Legal ALL OF SEC 13, T 12N, R 10W, SLM.
06-009-0018	SHOWELL DAVID J TTEE ETAL	Legal ALL OF SEC 14 T12N R10W SLM
06-009-0062	SHOWELL DAVID J TTEE ETAL	Legal THE WLY 416 ACRES OF SEC 11 T12N R10W SLM.
06-009-0015	SHOWELL DAVID J TTEE ETAL	Legal THE ELY 224 ACRES OF SEC 11 T12N R10W SLM.
06-009-0016	ROCK CREEK GRAZING LLC	Legal ALL OF SEC 12, T 12N, R 10W, SLM.
06-009-0001	SHOWELL DAVID J TTEE ETAL	Legal ALL OF SEC 1, TWP 12N, R 10W, SLM. LESS: BEG AT A PT 275 FT W OF NE COR OF SEC 1, W 100 FT, S 100 FT, E 100 FT, N 100 FT TO POB. CONT 644.51 ACRES M/L
07-008-0034	ROCK CREEK GRAZING LLC	Legal ALL OF SEC 31, T 13N, R 09W, SLM.
07-009-0042	ROCK CREEK GRAZING LLC	Legal E/2 OF SEC 36, T 13N, R 10W, SLM.
07-009-0041	BOYER RUSSELL K ETUX	Legal W/2 OF SEC 36 T13N R10W SLM CONT 320 AC
07-009-0040	BOYER RUSSELL K ETUX	Legal ALL OF SEC 35, TWP 13N, R 10W, SLM.
07-009-0030	ROCK CREEK GRAZING LLC	Legal E/2 OF SEC 25, T 13N, R 10W, SLM.
07-008-0039	ROCK CREEK GRAZING LLC	Legal LOTS 01, 02, 03, 04, & E/2 OF W/2 SEC 30, T 13N, R 09W, SLM.
07-008-0033	ROCK CREEK GRAZING LLC	Legal ALL OF SEC 30, T 13N, R 09W, SLM. LESS: LOTS 01, 02, 03, 04 & E/2 OF W/2 OF SEC 30, T 13N, R 09W, SLBM.
07-008-0040	ROCK CREEK GRAZING LLC	Legal W/2 OF W/2 OF SEC 32, T 13N, R 09W SLM.
06-008-0007	ROCK CREEK GRAZING LLC	Legal ALL OF SEC 05, T 12N, R 09W, SLM.
06-008-0008	ROCK CREEK GRAZING LLC	Legal N/2 OF SEC 06, T 12N, R 09W, SLM.
06-008-0009	BOYER RUSSELL K ETUX	Legal S/2 OF SEC 6 T12N R9W SLM
06-008-0012	ROCK CREEK GRAZING LLC	Legal NE/4 OF SEC 08, T 12N, R 09W, SLM.
06-008-0014	ROCK CREEK GRAZING LLC	Legal N/2 OF NW/4 OF SEC 08, T 12N, R 09W, SLM.
06-008-0013	ROCK CREEK GRAZING LLC	Legal S/2 OF NW/4 OF SEC 08, T 12N, R 09W, SLM.
06-008-0011	ROCK CREEK GRAZING LLC	Legal S/2 OF SEC 08, T 12N, R 09W, SLM.
06-008-0015	TUBBS MATTHEW D ETAL JT	Legal ALL OF SEC 9, TWP 12N, R 9W, SLM.

BOX ELDER COUNTY

RESOLUTION NO. 26-12

A RESOLUTION OF THE BOX ELDER COUNTY COMMISSION APPROVING AND AUTHORIZING THE EXECUTION OF THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (MIDA) AND BOX ELDER COUNTY

WHEREAS, Box Elder County (the "County") is a political subdivision of the State of Utah, and the Commission of Box Elder County is a public entity with authority to make resolutions with respect to the County; and

WHEREAS, the Military Installation Development Authority ("MIDA") is a political subdivision of the State of Utah 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 related projects; and

WHEREAS, MIDA intends to create the Stratos Project Area, which includes certain non-military land located in the unincorporated area of Box Elder County and associated military lands in other counties of the State (the "Project Area"); and

WHEREAS, the Project Area is being developed for purposes including multi-gigawatt energy storage and generation, hyperscale data centers, advanced manufacturing, and commercial development, continued ranching and farming, and related uses, improvements, and infrastructure; and

WHEREAS, MIDA's involvement in the project and creation of a Project Area is because of significant national security and military benefits and the unique tools provided by the MIDA Act to make such complex and large projects competitive and financially viable while ensuring that the County is not financially burdened and receives significant ongoing funding; and

WHEREAS, MIDA and the County have negotiated an Interlocal Cooperation Agreement (the "Agreement") pursuant to Chapter 13, Title 11, Utah Code Annotated 1953, as amended (the "Interlocal Cooperation Act"), establishing the terms under which the County will provide municipal and county services to the Project Area, and under which MIDA will remit certain tax revenues to the County as compensation for such services; and

WHEREAS, the Agreement provides for the creation of a development review committee with County-recommended membership, ongoing coordination between MIDA and the County regarding land use and development within the Project Area, and the remittance of municipal services revenue—including sales tax, municipal energy tax, and other revenues—to the County; and

WHEREAS, the inclusion of the Project Area within MIDA's jurisdiction and the execution of the Agreement would bring substantial benefits to Box Elder County and its residents, including

opportunities for economic development, energy development, infrastructure improvements, and significant ongoing revenue; and

WHEREAS, pursuant to §11-13-202.5 of the Interlocal Cooperation Act, this Agreement shall be authorized by resolution of the legislative body of each Party;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF BOX ELDER COUNTY AS FOLLOWS:

1. The Commission hereby approves the Interlocal Cooperation Agreement between MIDA and Box Elder County as presented to the Commission and attached hereto as Exhibit 1, and incorporated by reference herein.

2. The Commission Chair, or designee, is hereby authorized and directed to execute and deliver the Agreement on behalf of Box Elder County, with such minor and conforming changes as the Commission Chair, in consultation with the County Attorney, may determine to be necessary or appropriate.

3. Pursuant to §11-13-202.5(2) of the Interlocal Cooperation Act, the effective date of the Agreement shall be April 27, 2026.

4. A duly executed original counterpart of the Agreement shall be filed with the County Clerk as keeper of records pursuant to §11-13-209 of the Interlocal Cooperation Act.

5. This Resolution shall be effective as of the date of its adoption.

RESOLVED, ADOPTED, AND ORDERED this 4th day of May 2026.

Tyler Vincent
Box Elder County Commission Chair

Attest:

Marla Young
County Clerk

Acknowledgment

State of Utah)
§
County of Box Elder)

On this 4th day of May, in the year 2026, before me, Marla R. Young a notary
date month year notary public name

public, personally appeared Tyler Vincent, Commission Chairman, proved on the basis of satisfactory
name of document signer

evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged

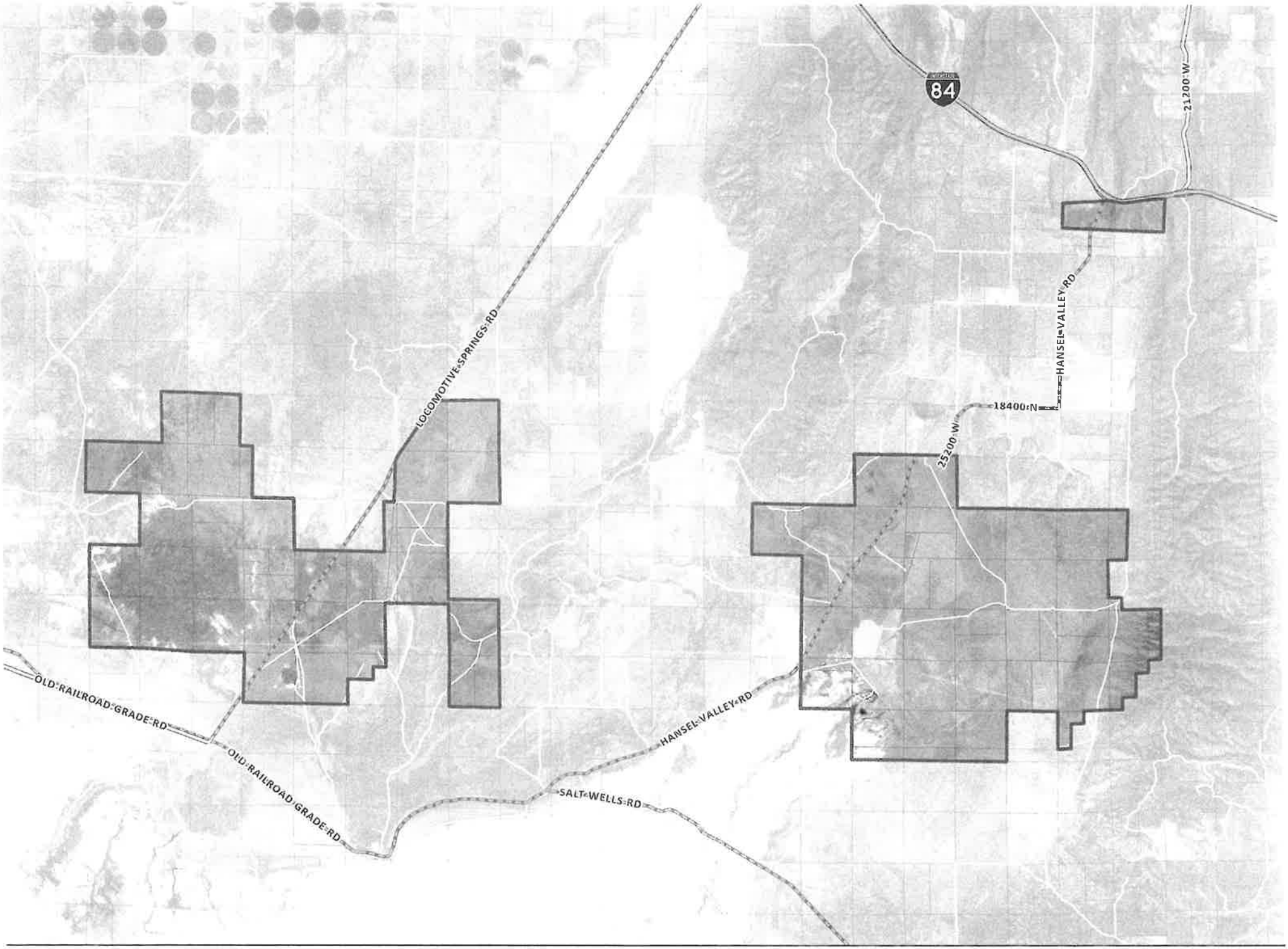
(he/she/they) executed the same.

Witness my hand and official seal.

Marla R Young
(notary signature)

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

(seal)



DISCLAIMER

SCALE 1 150 000

STRATOS DISTRICT
BOX ELDER COUNTY

EXHIBIT A

PARCELS INCLUDED

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

LEGAL DESCRIPTION

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

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

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

Contains 40,691.72 acres more or less.

Parcel Number	Owner Name	Legal Description
07-005-0018	MUNNS BUD TYLER	LOTS 1-5-6-7, LOT 2, S/2 OF NE/4: SE/4 OF NW/4 (N/2 OF SEC). LESS ST HWY. SEC 6, TWP 13N, R 6W, SLM. CONTG 320.63 ACS.
07-005-0017	RATTLESNAKE RANCH LLC	Legal N/2 OF SEC 5, TWP 13N, R 6W, SLM. LESS ST HWY.
06-005-0009	BAR H LAND LLC	Legal W 212 ACS OF SEC 5, TWP 12N, R 6W SLM. (OVERLAPS 0077)
06-005-0024	BULL PASS RANCH LLC	Legal E/2 OF E/2 OF SEC 17, T 12N, R 6W, SLM.
06-005-0029	MUNNS TIM TYLER TTEE ETAL	Legal NW/4 OF NE/4, NW/4, N 1/2 OF SW/4, SW/4 OF SW/4 OF SEC 20, TWP 12N, R 6W, SLM
06-005-0043	MUNNS TIM TYLER TTEE ETAL	Legal LOTS 4 AND 8, SE/4 OF SW/4, SW4 OF SE/4, SEC 30, TWP 12N, R 6W, SLM,--- QUESTION--
06-005-0063	MUNNS TIM TYLER TTEE ETAL	Legal LOTS 1, 2, 3, AND NE/4 OF NW/4 OF SEC 30, TWP 12N, R 6W, SLM,--- QUESTION ---
06-005-0028	MUNNS TIM TYLER TTEE ETAL	Legal ALL OF SEC 19, TWP 12N, R 6W SLM
06-006-0033	MUNNS TIM TYLER TTEE ETAL	Legal E 1/2 OF SEC 24, TWP 12N, R 7W, SLM
06-006-0034	BAR H RANCH INC	Legal W 1/2 OF SEC 24, TWP 12N, R 7W, SLM CONT 320 ACS.
06-006-0032	BAR H RANCH INC	Legal ALL OF SEC 23, TWP 12N, R 7W, SLM,
06-006-0049	BAR H RANCH INC	Legal N 1/2 AND N 1/2 OF S 1/2 OF SEC 26, TWP 12N, R 7W, SLM, COANT 480 ACS.
06-006-0036	BAR H RANCH INC	Legal S 1/2 OF S 1/2 OF SEC 26, TWP 12N, R 7W, SLM, CONT 160 ACS.
06-006-0050	BAR H RANCH INC	Legal N 1/2 AND N 1/2 OF S 1/2, SEC 27, TWP 12N, R 7W, SLM, CONT 480 ACS
06-006-0037	BAR H RANCH INC	Legal S 1/2 OF S 1/2 OF SEC 27, TWP 12N, R 7W, SLM, CONT 160 ACS.
06-006-0039	BAR H RANCH INC	Legal S 1/2 OF S 1/2 OF SEC 28, TWP 12N, R 7W, SLM, COANT 160 ACS.
06-006-0025	BAR H RANCH INC	Legal ALL OF SEC 17, TWP 12N, R 7W, SLM,
06-006-0029	BAR H RANCH INC	Legal N 1/2 OF N 1/2 OF SEC 20, TWP 12N, R 7W, SLM, CONT 160 ACS.
06-006-0028	BAR H RANCH INC	Legal S 3/4 OF SEC 20, TWP 12N, R 7W, SLM
06-006-0012	ROBBINS WILSON KALMAR TTEE	Legal W 1/2 OF SEC 8, TWP 12N, R 7W, SLM, CONT 320 ACS.
06-006-0008	BAR H RANCH INC	Legal ALL OF SEC 6, TWP 12N, R 7W, SLM,
06-006-0007	BAR H RANCH INC	Legal ALL OF SEC 05, T 12N, R 07W, SLM.
06-006-0006	BAR H RANCH INC	Legal ALL OF SEC 4, TWP 12N, R 7W, SLM, CONT 641.04 ACS.
07-006-0049	MURRAY HOLLOW LC	Legal ALL OF SEC 33, TWP 13N, R 7W, SLM.
07-006-0050	MURRAY HOLLOW LC	Legal ALL OF SEC 34, TWP 13N, R 7W, SLM. CONT 640 ACRES.
06-006-0003	MURRAY HOLLOW LC	Legal N 1/2 SEC 3, TWP 12N, R 7W, SLM, --- QUESTION ---
06-006-0002	MURRAY HOLLOW LC	Legal LOTS 1, 2, 3, 4, S 1/2 OF N 1/2, S 1/2 OF SEC 2, TWP 12N, R 7W, SLM, CONT 640 ACS.
06-006-0001	BAR H LAND LLC	Legal ALL OF SEC 1, TWP 12N, R 7W, SLM, CONT 635.35 ACS.
06-005-0010	BAR H LAND LLC	Legal ALL OF SEC 6, TWP 12N, R 6W, SLM CONTG 641.63 ACS
06-005-0011	BAR H LAND LLC	Legal ALL OF SEC 7, TWP 12N, R 6W, SLM
06-005-0026	BULL PASS RANCH LLC	Legal LOTS 1, 2, 5, 6, & E/2 OF NW/4 & W2 OF NE/4 OF SEC 18, T 12N, R 6W, SLM. --- QUESTION ---
06-005-0027	BULL PASS RANCH LLC	Legal LOTS 3, 4, 7 & 8, & NE/4 OF SW/4 & NW/4 OF SE/4 & SE/4 OF SW/4 & SW/4 OF SE/4 OF SEC 18, T 12N, R 6W, SLM. --- QUESTION ---
06-006-0019	BULL PASS RANCH LLC	Legal EAST 107.5 RDS OF SEC 13, T 12N, R 7W, SLM.
06-006-0020	BULL PASS RANCH LLC	Legal BEG AT SW CORNER OF SEC 13, T 12N, R 7W, SLM. THENCE EAST 212.5 RDS, NORTH 320 RDS, WEST 212.5 RDS, SOUTH 320 RDS TO BEG.
06-006-0018	BAR H LAND LLC	Legal ALL OF SEC 12, TWP 12N, R 7W, SLM, CONT 640 ACS.
06-006-0001	BAR H LAND LLC	Legal ALL OF SEC 1, TWP 12N, R 7W, SLM, CONT 635.35 ACS.
06-006-0017	MURRAY HOLLOW LC	Legal ALL OF SEC 11, TWP 12N, R 7W, SLM,
06-006-0022	BAR H RANCH INC	Legal N 1/2 OF SEC 14, TWP 12N, R 7W, SLM CONT 320 ACS.
06-006-0021	BAR H RANCH INC	Legal S 1/2 OF SEC 14, TWP 12N, R 7W, SLM
06-006-0031	BAR H RANCH INC	Legal ALL OF SEC 22, TWP 12N, R 7W, SLM, CONT 640 ACS.
06-006-0023	BAR H RANCH INC	Legal ALL OF SEC 15, TWP 12N, R 7W, SLM,
06-006-0016	MURRAY HOLLOW LC	Legal BEG AT THE SW COR OF SEC 10. TWP 12N, R 7W, SLM, N 2640 FT, N 18*07` E 2779 FT, E 1776 FT, S 5280 FT, W 2640 FT TO BEG. CONT 293 ACS.
06-006-0014	MURRAY HOLLOW LC	Legal THE E 1/2 OF SEC 10, TWP 12N, R 7W, SLM,

06-006-0015	BAR H RANCH INC	Legal BEG AT A PT 2640 FT N OF SW COR OF SEC 10, TWP 12N, R 7W, SLM, N 18* 07` E 2779 FT, W 864 FT M/L TO NW COR OF SEC, S 2640 FT TO BEG. CONT 27 ACS.
06-006-0005	MURRAY HOLLOW LC	Legal BEG AT THE SE COR OF SEC 3, TWP 12N R 7W, SLM, W 4416 FT, N 18*25` E 2785 FT, E 3761 FT, S 2*50` W 2640 FT, TO POB. CONT 248 ACS.
06-006-0013	BAR H RANCH INC	Legal ALL OF SEC 9, TWP 12N, R 7W, SLM,
06-006-0024	BAR H RANCH INC	Legal ALL OF SEC 16, TWP 12N, R 7W, SLM,
06-006-0030	BAR H RANCH INC	Legal ALL OF SEC 21, TWP 12N, R 7W, SLM,
06-006-0038	BAR H RANCH INC	Legal N 1/2 OF S 1/2; S 1/2 OF N 1/2; NE/4 OF NE/4; N 1/2 OF NW/4; NW/4 OF NE/4 OF SEC 28, TWP 12N, R 7W, SLM, CONT 480 ACS.
06-006-0011	BAR H RANCH INC	Legal E 1/2 OF SEC 8, TWP 12N, R 7W, SLM, CONT 320 ACS.
06-005-0025	BULL PASS RANCH LLC	Legal ALL OF SEC 17, T 12N, R 6W, SLM. EXC: E/2 OF E/2
06-005-0012	BULL PASS RANCH LLC	Legal SW/4 OF SW/4 OF SEC 8, T 12N, R 6W, SLM.
06-006-0004	BAR H RANCH INC	Legal BEG AT SW COR OF SEC 3, TWP 12N, R 7W, SLM, E 864 FT, N 18*07` E 2785 FT, W 1519 FT, S 2640 FT TO BEG. CONT 72 ACS.
07-079-0001	JEDMESH LAND LLC	
07-082-0001	JEDMESH LAND LLC	Legal ALL OF SEC 36 T13N R09W SLM. CONT 640 AC.
07-081-0003	JEDMESH LAND LLC	Legal ALL SEC 35 T13N R09W SLM.LESS [07-081-0002] ALL THAT PORTION LYING NORTH AND WEST OF THE CENTERLINE OF AN EXISTING COUNTY ROAD LOCATED IN SECTION 35,TOWNSHIP 13 NORTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN. LESS: COUNTY ROAD
07-080-0017	JEDMESH LAND LLC	Legal ALL PORTION OF SEC 26 T13N R09W SLM LYING S & E OF CTR/L EXIST CO RD. CONT 355 AC M/L.
06-008-0004	BAR H RANCH INC	Legal N/2 OF SEC 02 T12N R09W SLM. CONT 321.32 AC.
06-008-0003	BAR H RANCH INC	Legal S/2 OF SEC 02 T12N R09W SLM. CONT 320 AC.
06-008-0019	BAR H RANCH INC	Legal N/2 OF SEC 11 T12N R09W SLM. CONT 320 AC.
06-008-0018	BAR H RANCH INC	Legal S/2 OF SEC 11 T12N R09W SLM. CONT 320 AC.
06-008-0033	BAR H RANCH INC	Legal W/2 OF SEC 24, TWP 12N, R 9W, SLM. CONTG 320 ACS.
06-008-0021	BAR H RANCH INC	Legal ALL OF SEC 13, TWP 12N, R 9W, SLM.
06-008-0034	BAR H RANCH INC	Legal E/2 OF SEC 24, TWP 12N, R 9W, SLM. CONTG 320 ACS.
06-008-0047	ROCK CREEK GRAZING LLC	Legal LOT 01, SE/4 OF NE/4, E/2 OF SE/4 OF SEC 03, T 12N, R 09W, SLM. LESS: PART OF E/2 OF E/2 OF SEC 03. BEG AT SE CORNER OF SD SEC 03, WEST IN SOUTH LINE OF SD SEC 725.0 FT M/L TO DRIFT FENCE, N 04*58`50" E FOLLOWING DRIFT FENCE 5320.0 FT M/L TO NORTH LINE OF SEC, NORTH IN EAST LINE OF SD SEC 263.0 FT M/L TO NE CORNER OF SD SEC, SOUTH IN EAST LINE OF SD SEC, 5300.0 FT M/L TO POB.
06-008-0048	BAR H RANCH INC	Legal PART OF E/2 OF E/2 OF SEC 3, TWP 12N, R 9W, SLM, BEG AT SE COR OF SD SEC 3, W IN S LINE OF SD SEC 3, 725.0 FT M/L TO DRIFT FENCE, N 4* 58`50E FOLLOWING DRIFT FENCE 5320.0 FT M/L TO N LINE OF SEC, N IN E LINE OF SD SEC 263.0 FT M/L TO NE COR OF SD SEC, S IN E LINE OF SD SEC 5300.0 FT M/L TO POB. CONTG 60.1 ACS M/L. RES CERTAIN R/W.
06-008-0049	BAR H RANCH INC	Legal PART OF E/2 OF E/2 OF SEC 10, TWP 12N, R 9W, SLM, BEG AT SE COR OF SD SEC 10, W ON S LINE 1185.0 FT M/L TO DRIFT FENCE, N 4*58`50E FOLLOW- ING DRIFT FENCE 5297.0 FT M/L TO N LINE OF SD SEC, E ON N LINE 725.0 FT M/L TO NE COR OF SD SEC, S ON E LINE OF SD SEC 10, 5280.0 FT M/L TO POB. CONTG 115.8 ACS M/L.
06-008-0017	ROCK CREEK GRAZING LLC	Legal E/2 OF SEC 10, T 12N, R 09W, SLM. LESS: PART OF E/2 OF E/2 OF SEC 10. BEG AT SE CORNER OF SD SEC 10, WEST ON SOUTH LINE 1185.0 FT M/L TO DRIFT FENCE, N 04*58`50" E FOLLOWING DRIFT FENCE 5297.0 FT M/L TO NORTH LINE OF SD SEC, EAST ON NORTH LINE 725.0 FT M/L TO NE CORNER OF SD SEC, SOUTH ON EAST LINE OF SD SEC 5280.0 FT M/L TO POB.
06-008-0016	TUBBS MATTHEW D ETAL JT	Legal W/2 OF SEC 10, TWP 12N, R 9W, SLM.
06-008-0051	TUBBS MATTHEW D ETAL JT	Legal W/2 OF E/2, W/2 OF SEC 15 T12N R9W SLM. CONT 480 ACRES

06-008-0052	TUBBS MATTHEW D ETAL JT	Legal NW/4 OF NE/4, NW/4 OF SEC 22 T12N R9W SLM. CONT 200 ACRES
06-008-0030	TUBBS MATTHEW D ETAL JT	Legal ALL OF SEC 21, TWP 12N, R 9W, SLM.
06-008-0029	BOYER RUSSELL K ETUX	Legal ALL OF SEC 20 T12N R09W SLM
06-008-0026	BOYER RUSSELL K ETUX	Legal W/2 OF SEC 17 T12N R09W SLM.
06-008-0025	SHOWELL DAVID J TTEE ETAL	Legal E/2 OF SEC 17, T 12N, R 09W, SLM.
06-008-0024	77 NEAL RANCH LLC	Legal SEC 16 T12N R09W SLM.
06-008-0027	ROCK CREEK GRAZING LLC	Legal ALL OF SEC 18, T 12N, R 09W, SLM.
06-009-0017	ROCK CREEK GRAZING LLC	Legal ALL OF SEC 13, T 12N, R 10W, SLM.
06-009-0018	SHOWELL DAVID J TTEE ETAL	Legal ALL OF SEC 14 T12N R10W SLM
06-009-0062	SHOWELL DAVID J TTEE ETAL	Legal THE WLY 416 ACRES OF SEC 11 T12N R10W SLM.
06-009-0015	SHOWELL DAVID J TTEE ETAL	Legal THE ELY 224 ACRES OF SEC 11 T12N R10W SLM.
06-009-0016	ROCK CREEK GRAZING LLC	Legal ALL OF SEC 12, T 12N, R 10W, SLM.
06-009-0001	SHOWELL DAVID J TTEE ETAL	Legal ALL OF SEC 1, TWP 12N, R 10W, SLM. LESS: BEG AT A PT 275 FT W OF NE COR OF SEC 1, W 100 FT, S 100 FT, E 100 FT, N 100 FT TO POB. CONT 644.51 ACRES M/L
07-008-0034	ROCK CREEK GRAZING LLC	Legal ALL OF SEC 31, T 13N, R 09W, SLM.
07-009-0042	ROCK CREEK GRAZING LLC	Legal E/2 OF SEC 36, T 13N, R 10W, SLM.
07-009-0041	BOYER RUSSELL K ETUX	Legal W/2 OF SEC 36 T13N R10W SLM CONT 320 AC
07-009-0040	BOYER RUSSELL K ETUX	Legal ALL OF SEC 35, TWP 13N, R 10W, SLM.
07-009-0030	ROCK CREEK GRAZING LLC	Legal E/2 OF SEC 25, T 13N, R 10W, SLM.
07-008-0039	ROCK CREEK GRAZING LLC	Legal LOTS 01, 02, 03, 04, & E/2 OF W/2 SEC 30, T 13N, R 09W, SLM.
07-008-0033	ROCK CREEK GRAZING LLC	Legal ALL OF SEC 30, T 13N, R 09W, SLM. LESS: LOTS 01, 02, 03, 04 & E/2 OF W/2 OF SEC 30, T 13N, R 09W, SLBM.
07-008-0040	ROCK CREEK GRAZING LLC	Legal W/2 OF W/2 OF SEC 32, T 13N, R 09W SLM.
06-008-0007	ROCK CREEK GRAZING LLC	Legal ALL OF SEC 05, T 12N, R 09W, SLM.
06-008-0008	ROCK CREEK GRAZING LLC	Legal N/2 OF SEC 06, T 12N, R 09W, SLM.
06-008-0009	BOYER RUSSELL K ETUX	Legal S/2 OF SEC 6 T12N R9W SLM
06-008-0012	ROCK CREEK GRAZING LLC	Legal NE/4 OF SEC 08, T 12N, R 09W, SLM.
06-008-0014	ROCK CREEK GRAZING LLC	Legal N/2 OF NW/4 OF SEC 08, T 12N, R 09W, SLM.
06-008-0013	ROCK CREEK GRAZING LLC	Legal S/2 OF NW/4 OF SEC 08, T 12N, R 09W, SLM.
06-008-0011	ROCK CREEK GRAZING LLC	Legal S/2 OF SEC 08, T 12N, R 09W, SLM.
06-008-0015	TUBBS MATTHEW D ETAL JT	Legal ALL OF SEC 9, TWP 12N, R 9W, SLM.

C? H 26-15

Interlocal Cooperation Agreement

between

Military Installation Development Authority

and

Box Elder County

This Interlocal Cooperation Agreement (this "**Agreement**") is made and entered into as of May 4, 2026 (the "**Effective Date**"), by and between the Military Installation Development Authority ("**MIDA**"), a public corporation and political subdivision of the State of Utah, and Box Elder County (the "**County**"), a county of the State of Utah ("**State**"). Individually, each may be referred to as a "**Party**", and collectively, as the "**Parties**".

BACKGROUND

WHEREAS, MIDA was created by the Utah Legislature in 2007 to facilitate the development of military and private land in Utah and to strengthen the state's support of national defense missions;

WHEREAS, the Stratos Project Area enhances the alignment of local, state, and national initiatives to protect critical infrastructure, advance energy reliability, and support national defense and long-term energy independence. The planned energy users are large data centers and advanced manufacturers that will both directly benefit military and national defense related missions and the public generally. The nature of the type of data center being contemplated will specifically cater to hyperscale providers who include the federal government and related defense industry users as clients;

WHEREAS, on or around the Effective Date, MIDA has created the Stratos Project Area ("**Project Area**") that includes non-military land ("**Private Land**") and military and state-owned land ("**Project Area Military Land**"); both located in the unincorporated areas of Box Elder County and other military land associated with the Project Area located throughout the State ("**Associated Military Land**"; collectively Project Area Military Land and Associated Military Land are "**Military Land**"). The Project Area is depicted in Exhibit A, attached hereto and incorporated by reference herein;

WHEREAS, the creation and operation of the Project Area is governed by Title 63H, Chapter 1, Utah Code annotated 1953, as amended (the "**MIDA Act**"), and the Parties may enter into a cooperative agreement, including revenue sharing and other provisions, pursuant to Title 11, Chapter 13, Utah Code annotated 1953, as amended (the "**Interlocal Cooperation Act**");

WHEREAS, as of the Effective Date, the County and the owners of the Private Land within the Project Area have consented to the inclusion of the Private Land in the Project Area, as required by the MIDA Act;

WHEREAS, portions of the Private Land is being developed by O'Leary Digital Utah Development Co, LLC, a Delaware limited liability company (the "**Master Developer**") for: (i) multi-gigawatt energy storage and generation facilities (together, the "**Energy Generation Facility**"), (ii) one or more hyperscale data centers (the "**Data Center Campus**"), (iii) advanced manufacturing, (iv) mixed-use manufacturing and commercial to support the other development contemplated with this Agreement, (v) continued ranching, grazing, and farming on the land not needed for development, and (vi) related uses (including temporary construction worker housing near a construction site), improvements, and infrastructure (the Energy Generation Facility and the Data Center Campus are collectively referred to in this Agreement as the "**Compute Complex**" and collectively, (i) through (vi) are together referred to as the "**Development Project**"). The Master Developer is branding and marketing the Development Project nationally and internationally as "**Wonder Valley**";

WHEREAS, MIDA's involvement in the Development Project is because of the significant national security and military benefits and the unique tools provided by the MIDA Act to make such complex and large projects competitive and financially viable while ensuring that the County is not financially burdened by the Development Project and receives significant ongoing funding;

WHEREAS, pursuant to the MIDA Act, MIDA will receive various sources of funding from the Development Project that will be used: (i) to benefit the Military Land, (ii) to provide funding to the State, (iii) by the Master Developer to reinvest into the Development Project to pay for, among other things, the costs of public infrastructure and improvements, and, (iv) to provide funding to the County on an annual, ongoing basis, that the County may use as it best determines to provide certain services, potentially including funding for the Box Elder School District (the "**County Revenue**");

WHEREAS, the first area of the Private Land the Master Developer intends to develop is in Hansel Valley and includes within Hansel Valley a Compute Complex ("**Wonder Valley in Salt Wells**"). Because of the highly selective national competition to locate a Compute Complex and its unique requirements, any Compute Complex will be required to obtain a letter of completion when constructed, which subjects it to the annual in-lieu tax payments described in § 63H-1-501(4) of the MIDA Act ("**LOC Payments**"). The LOC Payments from any Compute Complex will be used to construct the public infrastructure and improvements, benefit the military and on Military Land, and make payments to the State pursuant to § 63H-1-201(3)(z) of the MIDA Act. In addition, MIDA will receive local sales taxes and may levy other taxes as authorized by the MIDA Act, including a municipal energy tax, the proceeds of which will be source of the County Revenue, as provided in this Agreement;

WHEREAS, MIDA has acknowledged that there will be impacts on the County when construction of Wonder Valley in Salt Wells begins but prior to the start of County Revenue cashflow and consequently, MIDA will make at least three (3) annual equal upfront payments beginning with the first building permit issued and as provided in this Agreement ("**Upfront Payments**"); and

WHEREAS, entering into this Agreement is consistent with the County's policy of promoting development only in municipal boundaries because under the MIDA Act, MIDA has "exclusive police power within a project area to the same extent as though the authority were a

municipality" ("**MIDA Police Powers**") and, as provided in this Agreement, MIDA will closely coordinate with the County's designated representatives through the administrative development process.

NOW, THEREFORE, in consideration of the Background and the mutual covenants made under the Terms and Conditions, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS AND CONDITIONS

1. TERM. This Agreement shall commence on the Effective Date and shall continue for fifty (50) years as mandated by Utah Code § 11-13-216; in the event that the Utah Interlocal Cooperation Act or other Utah statutes are amended to allow this Agreement to continue beyond fifty (50) years, then this Agreement shall continue until the until the earlier of (1) the expiration of the maximum period allowed by law or (2) the date on which the Project Area ceases to exist, if any. The Parties agree that neither expiration nor termination of this Agreement shall affect the boundaries of the Project Area.

2. PROJECT AREA. MIDA created the Project Area that includes the Private Land and is associated with the Military Land, as depicted in Exhibit A. MIDA cannot add any additional non-military land to the Project Area without the consent of both the County and the applicable landowner(s).

3. POLICE POWERS.

    a. Pursuant to the MIDA Act, MIDA has the exclusive right and obligation to exercise the MIDA Police Powers over the Private Land and the County has no obligation to provide such services except as provided in Section 4 of this Agreement. MIDA will adopt standards and guidelines that provide the land use regulations for the Development Project ("**Standards**"), which shall include the regulations set forth in Section 5. Any development agreement or similar agreement relating to development within the Project Area shall require compliance with this Agreement, the Standards, and the regulations set forth in Section 5.

    b. MIDA shall create a development review committee ("**DRC**") that is delegated the authority to provide all land use administrative approvals, including site plans and subdivisions. The DRC shall consist of eight (8) members. One member shall be the MIDA Executive Director (or the Director's designee) who shall chair the DRC. The other seven (7) members shall be recommended to the MIDA Board by the County and shall be people who have technical expertise in land use and development, including planning, public works, utilities, fire service, municipal and county services, and one (1) non-voting member who is a landowner. If the County has not recommended a name to be appointed to the DRC within thirty (30) days of the Effective Date for the initial members, or within thirty (30) days of any vacancy, then the MIDA Board may appoint someone else to serve so that the DRC may fulfill its obligations to review and approve applications. The members serve at the pleasure of the MIDA Board and if anyone recommended is not appointed or

any member is removed, the Board shall give the County the opportunity to suggest another name before appointing another person.

4. SERVICES PROVIDED BY THE COUNTY.

a. Pursuant to § 63H-1-201(3)(q) of the MIDA Act, the County shall provide only the municipal services set forth in **Exhibit B** for the Private Land in the Project Area ("**County Municipal Services**"). MIDA shall be responsible for all other utilities and services not specifically set forth in **Exhibit B**. Except for the County Municipal Services and utility and other services as provided by utilities regulated by Utah Code, Title 54, all other utility or municipal-type services required for or by development within the Project Area shall be provided by MIDA, or such special districts as may be created. The County shall bear no operational or financial responsibility for any services or utilities provided to the Development Project beyond the County Municipal Services.

b. MIDA is obligated to provide all necessary infrastructure and improvements for the Development Project to function and dedicate the applicable infrastructure and improvements to the County or other governmental entities or utilities that provide the service(s). MIDA may, through agreements with the Master Developer, assign the foregoing public infrastructure responsibilities.

c. County Municipal Services does not include government approvals or services for which a government permit or inspection is required, and a corresponding fee is charged by the governmental entity under applicable ordinances to pay for the service provided, including road grading permits and inspections; land use approvals, building permits, inspections, letters of completion, and certificates of occupancy; and, business licenses ("**Permitting and Inspection Services**"). MIDA has the responsibility to provide for Permitting and Inspection Services. Utah law provides that fees charged for Permitting and Inspection Services shall be reasonably commensurate to the cost to provide the service. MIDA may, in its sole discretion, contract with a third party to provide some or all of the Permitting and Inspection Services. Notwithstanding the foregoing, inspections for public infrastructure or other improvements to be dedicated to the County are subject to Section 5(g).

d. The Parties acknowledge and agree that the County Municipal Services and municipal services provided by MIDA may be best provided by separate special districts as allowed by Utah Code, Title 17B, or by one or more public infrastructure districts as allowed by Utah Code, Title 17D, Chapter 4 and created by MIDA (each a distinct legal entity and political subdivision of the State of Utah, a "**Service District**"). The Parties shall work together in determining if a Service District is appropriate and how it would be funded (e.g. a new sewer system that will be created to support the Development Project). The County agrees to take such steps as may be reasonably necessary to authorize the creation of one or more Service Districts to serve the Development Project, so long as the County does not bear operational or financial responsibility for such Service Districts.

e. For the Private Land that receives County Municipal Services, the County's rules, ordinances, and regulations applicable to the provision of such County Municipal Services shall be those rules, ordinances, and regulations adopted by the County and in effect as of the Effective Date hereof or hereafter adopted, amended or otherwise modified that are applicable generally to such services provided in other areas of the County. MIDA shall take all necessary actions to formally adopt such rules, ordinances, and regulations for the Private Land. The County shall not discriminate with respect to the provision of County Municipal Services to the property, businesses, or residents of the Private Land but shall provide the County Municipal Services in substantially the same manner and to the same extent that the County provides such County Municipal Services to the balance of the unincorporated area of the County.

f. The County shall indemnify, release, and hold MIDA and its agents, representatives, directors, employees, and officers, harmless from any and all claims, damages, suits, fees, liabilities, and attorney's fees of whatever nature (collectively, "**Claims**"), which may arise from or are related to the County's control or the County's provision of the County Municipal Services, but only to the extent that the County would have liability for such Claims absent the existence of MIDA.

g. MIDA shall indemnify, release, and hold the County and its agents, representatives, directors, employees, and officers, harmless from any and all claims, damages, suits, fees, liabilities, and attorney's fees of whatever nature (collectively, "**Claims**"), which may arise from or are related to the MIDA's control or MIDA's provision of the municipal services, or any other service MIDA provides in the Project Area, but only to the extent that the MIDA would have liability for such Claims absent the County's provision of the County Municipal Services.

5. LAND USE STANDARDS & PUBLIC INFRASTRUCTURE; REPORTING

a. All water usage in the Project Area shall require legally valid water rights or water shares and points of diversion as determined and approved by the Utah Division of Water Resources.

b. Residential uses shall be prohibited in the Project Area. MIDA shall not allow any residential development within the Project Area, except temporary housing for construction workers near an active construction site related to the Development Project.

c. Regardless of the number of hotels, the total number of hotel rooms in the Project Area shall not exceed one hundred and fifty (150). For purposes of this section, "hotel room" means any room, suite, unit, or accommodation that is offered, marketed, licensed, or made available for transient occupancy (i.e., occupancy for periods of less than thirty (30) consecutive days), whether on a nightly, weekly, or similar basis, and regardless of the form of ownership.

d. Noise from any portion of the Development Project, specifically including any portion of any Data Center Campus or Energy Generation Facility, shall not exceed 55 dB(A) daytime, 45 dB(A) nighttime, at any residential home outside of the boundary of the Project Area.

e. If any occupied structure within the Project Area exceeds a height of 35 feet, MIDA, or MIDA's designee or assign, shall donate a fire truck to the County, at least once every ten (10) years, with firefighting apparatus capable of reaching and effectively deploying firefighting measures at the height of the tallest occupied structure.

f. MIDA acknowledges that the land to be included in the Project Area is generally classified as "fence out" land, where the property owner is responsible for erecting fences that comply with applicable County requirements in order to prevent livestock from entering. MIDA agrees and acknowledges that neither the creation of the Project Area nor the adoption and execution of this Agreement modifies the general fence-out requirement applicable to the portions of the County adjacent to the Project Area.

g. All public infrastructure that is to be dedicated to the County ("**County Infrastructure**") shall comply with all applicable County rules, regulations, standards, and ordinances. County Infrastructure shall be inspected by County officials throughout construction and prior to acceptance. Completion assurance shall be required in favor of the County in the amount of the estimated cost of the County Infrastructure. The County Infrastructure shall be warrantied for a period of at least one year after acceptance by the County. All design and engineering that involves drainage shall be performed by an experienced, licensed engineer familiar with the County's drainage difficulties and challenges.

h. Any damage, injury, or impairment to County roads caused by construction or other activities within the Project Area shall be immediately repaired, restored, or replaced by MIDA or MIDA's designee or assign at its sole cost and expense.

i. MIDA shall provide to the County a copy of all information reported pursuant to Utah Code § 73-5-8.3. (Reporting by large data centers) as enacted in 2026 by Utah H.B. 76 Data Center Water Transparency Amendments. In addition, MIDA shall, for the preceding calendar year, report (A) the energy generated by all Energy Generation Facilities; (B) the energy used by customers of the Energy Generation Facilities; (C) the number of temporary construction employees; (D) the number of permanent employees; (E) the square footage of the constructed facilities; and (F) the timing of the completed construction, along with estimates of items (A) through (F) for the then-current calendar year. The reports contemplated by this section must be provided to the County no later than July 1 of the year after the calendar for which the information is reported. All data and information provided to the County under this Section may be marked or otherwise identified as "Confidential" under Utah Code Ann. § 63G-2-309 and shall be classified as such by the County.

j. All Data Center Campus facilities constructed, installed, or operated within the Project Area shall utilize exclusively closed-loop cooling systems meet all mechanical cooling, heat rejection, and thermal management needs associated with data center operations. No open-loop cooling system shall be permitted. For purposes of this section, (A) a "closed-loop cooling system" means a cooling system in which the primary cooling medium is continuously recirculated within a sealed or substantially closed system, with no routine discharge of process water or cooling medium to the environment, and (B) an open-loop cooling system means any cooling system that relies on once-through water use, evaporative cooling, cooling towers, or other processes that result in the routine consumption, discharge, or withdrawal of water for cooling purposes, including systems that discharge to surface water, groundwater, or sanitary or storm sewer systems. Nothing in this section shall be construed to apply to cooling for any portion of the Energy Generation Facility.

6. COUNTY REVENUE.

a. Pursuant to the MIDA Act, MIDA will receive tax revenue from the following sources, and such tax revenue is the County Revenue. MIDA agrees to take all actions necessary to impose the taxes listed below. MIDA shall remit all of the County Revenue received to the County as consideration for entering into this Agreement and providing the County Municipal Services. The County shall not be required to allocate the County Revenue to any specific fund or activity, and the County may use the County Revenue for any purposes allowed by law so long as the County provides the County Municipal Services as contemplated by this Agreement.

i. A Municipal Energy Sales and Use Tax ("**MET**") of at least 0.5% on Data Center Campuses with such adjustments as are necessary, as provided in Section 6(c).

ii. A MET of 6% on all energy users except Data Center Campuses.

iii. A Telecommunications License Tax of 3.5%;

iv. A Transient Room Tax of 1%.

v. The point-of-sale portion of the local option sales tax MIDA receives as described in §63H-1-102(15)(b) ("**POS Sales Tax**"); and

vi. The dedicated tax collections (as defined in §63H-1-102(4) of the MIDA Act) which is the 25% portion of the property tax allocation paid to MIDA for Municipal Services. This is collected from all of the Private Land, except any Compute Complex (which pays the LOC Payments).

b. Based on current estimates, the first phase of Wonder Valley in Salt Wells will require the generation of approximately three gigawatts of energy, and the County would receive approximately $30 million annually ("**Energy First Phase**") and

when fully built out at a capacity of approximately nine gigawatts, approximately $108 million annually ("**Energy Build Out**"). These estimates are based on the various sales taxes imposed on the sale of energy from Wonder Valley in Salt Wells, specifically: (i) the County's portion of the local option sales tax; (ii) the County option sales tax; (iii) the POS Sales Tax; and, (iv) the MET imposed by MIDA. Because these are only estimates and the County is relying on receiving these amounts as an inducement to enter into this Agreement, MIDA agrees that it will adjust the MET listed in Section (6)(a)(i) to ensure that the County receives County Revenue of at least $10,000.00 annually for each megawatt of nameplate capacity of electric generation installed within the Project Area, or an equivalent amount for any energy transmitted to the Compute Complex from outside the Project Area (the "**Minimum County Revenue**"). Commencing on the fifth (5^{th}) anniversary of the January 1^{st} following the completion of any portion of the Data Center Campus, the Minimum County Revenue shall be adjusted to reflect changes in the Consumer Price Index. For purposes of this section, the "Consumer Price Index" of "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items (1982–84 = 100), as published by the U.S. Bureau of Labor Statistics, or any successor index thereto. Notwithstanding the foregoing, in no event shall the Minimum County Revenue be decreased as a result of any CPI adjustment

c. MIDA shall remit all of the County Revenue to the County within thirty (30) days of receipt of the funds.

d. The County may, but is not obligated to, coordinate with Box Elder School District to determine if a portion of the County Revenue, after the payment for the County Municipal Services, should be allocated to Box Elder School District for impacts related to the Development Project. The County shall not be required to account to MIDA as to any payments to the Box Elder School District.

e. The Master Developer shall make three annual Upfront Payments of $5,400,000.00 per year as described in this Section. The first payment shall be paid by MIDA or the Master Developer to the County within thirty (30) days of the issuance of the first building permit for any construction of any portion of Wonder Valley in Salt Wells. The second payment is due one (1) year after the first payment and the third and final payment is due one (1) year after the second payment. These payments are intended to mitigate the initial impacts to the County from the development of the Development Project and County may use these payments for any purposes it deems appropriate.

f. The Parties agree that the initial construction is focused on the Compute Campus in Hansel Valley prior to any construction on the property located in the Project Area adjacent to Interstate 84. To that end, no development shall be approved or allowed in any portion of the Project Area adjacent to Interstate 84 until at least 200,000 square feet of Data Center Campus is constructed and operational. In addition to all activities, without limitation, associated with developing the Energy Generation Facility and the Data Center Campus, this timing limitation does not

preclude construction in Hansel Valley that is supportive of the construction of the Energy Generation Facility and the Data Center Campus, including, without limitation, temporary employee housing, visitor facilities and housing, and security facilities.

7. REMEDIES. Before either Party brings any legal action to enforce any provision of this Agreement, the Parties shall submit to nonbinding mediation conducted by a mutually agreed-upon mediator (or, if the Parties cannot agree within fifteen (15) days, a mediator appointed by the American Arbitration Association), the costs of which shall be equally shared by the Parties. The mediation process shall be completed within sixty (60) days of the written demand for mediation unless the Parties mutually agree to an extension.

8. NO SEPARATE ENTITY CREATED. No separate legal entity is created by the terms of this Agreement. There shall be no real or personal property jointly acquired by the Parties as a result of this Agreement.

9. NO THIRD-PARTY BENEFICIARIES. This Agreement and the covenants, promises, obligations and responsibilities contained herein are intended solely to establish the obligations and benefits of the respective Parties hereto. No third-party may enforce the terms of this Agreement or rely on this Agreement in any action against either of the Parties.

10. PARTIES AS GOVERNMENTAL ENTITIES. Both Parties are governmental entities subject to the provisions of the Utah Governmental Immunity Act and the substantive and procedural protections thereof. By execution of this Agreement, neither Party waives any of the substantive or procedural defenses or protections of the Act including specifically, without reservation, the limitations on actions and the limitations on judgments contained therein.

11. GENERAL INDEMNITY. Subject to the provisions of this Section, each Party agrees to indemnify, release, hold harmless and defend the other Party hereto from all claims, damages, liabilities, and judgments for injury to persons, loss of life, or damage to property occurring because of the negligent acts or omissions of the indemnifying Party, its officers, or employees in connection with this Agreement.

12. INTERLOCAL ACT REQUIREMENTS.

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

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

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

13. CONTRACT REPRESENTATIVE. Each Party agrees to designate a contract representative responsible for matters involving contract interpretation and performance during the term of the Agreement. The contract representatives shall be:

a. For MIDA, the Executive Director or the Executive Director's designee.

b. For the County, the County Commission Chair or the Chair's designee.

c. The Parties agree to provide notice to the other Party of any change in designated contract representative prior to the effective date of the transfer of responsibilities.

14. NOTICE. Whenever a Party is required to give notice under this Agreement, it shall be given in writing by depositing it, postage pre-paid, with the U.S. Postal Service addressed to the other Party as follows:

a. If to MIDA: Military Installation Development Authority
Attention: Executive Director
450 Simmons Way, No. 400
Kaysville, UT 84037-6722

b. If to the County: Box Elder County Attorney

Attn: Anne Hansen
81 N Main Street STE 102
Brigham City, Utah 84302

With a copy to: Box Elder County Commission
Attn: Marla Young
1 S Main Street
Brigham City, Utah 84302

The Parties may change the person or address where notice is given by providing written notice to the other Party.

15. AMENDMENT. The terms of this Agreement may be modified or amended at any time through execution by the Parties of a written amendment hereto. Any amendment of the Agreement shall specify the changes hereto and the effective date(s) of the changes.

16. WHOLE AGREEMENT. This Agreement, including the Background section and Exhibits A & B (which are hereby incorporated herein by reference), contains the entire agreement between the Parties. All promises, representations, understandings, warranties,

inducements and agreements with respect to the matters described in this Agreement have been expressed herein. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect. Any terms not specifically defined herein but defined in the MIDA Act shall have the meanings set forth in the MIDA Act.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, the Parties have signed this Agreement effective as specified above.

Military Installation Development Authority

Paul Morris
Executive Director

ATTEST:

MIDA Staff

Approved as to Form:

Attorney for MIDA

Box Elder County

Tyler Vincent
County Commission Chair

ATTEST:

Marla Young
County Clerk

Approved as to Form:

Stephen Hadfield
County Attorney

Exhibit A

To

Interlocal Cooperation Agreement

Map of Project Area Located in Box Elder County

Exhibit B

To

Interlocal Cooperation Agreement

County Municipal Services

1. Road maintenance, including snow removal, within the Project Area shall be performed only on roads dedicated to the County.

2. Emergency Services: Police, Ambulance, and Fire.