

**MINUTES
BOX ELDER COUNTY COMMISSION
JULY 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 11:30 a.m. on **JULY 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 11:38 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 Human Resource Manager Jenica Stander.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF JULY 7, 2026 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER BINGHAM, SECONDED BY COMMISSIONER PERRY 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

Proposed Island Annexation Garland City 12800 N 7000 W - Scott Lyons

Community Development Director Scott Lyons explained that on May 20, 2026 the Garland City Council approved the annexation at approximately 12800 N 7000 W. The annexation creates an island and by state code the annexation must be brought before the Commission for approval. The property is already being serviced by Garland City water.

Commissioner Bingham stated that he had a conference with Scott Lyons and now feels comfortable to approve this annexation.

MOTION: Commissioner Bingham made a motion to approve the creation of an island for the annexation into Garland City at 12800 N 7000 W. 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.

EMERGENCY MANAGEMENT ISSUES

There were no Emergency Management Issues discussed.

ARPA/LATCF

There were no ARPA/LATCF items discussed.

BOX ELDER COUNTY EMPLOYEE RECOGNITION

Commissioner Perry recognized Wyatt Freeze, Courtland Richins, and Kaden Marshall from the Weed Department. He stated they not only do their job, but they go the extra mile. They help people in the county to control weeds. If the road department needs help, they help them, and are willing to help other departments as needs arise.

Commissioner Bingham stated that other counties recognize that we have a great Weed Department.

AUDITOR'S OFFICE

Requesting Property Tax Abatement on Parcel #03-223-0034-Karen Witt

Deputy Auditor Marcie Powell introduced Karen Witt and explained that she had filed for a property tax abatement, however her income was above the limit. She explained that her husband passed away during the year and had to include his income. She stated she is requesting up to \$1,412.00 or 50% whichever is less.

Karen Witt said her husband passed away in June. She feels that the taxes are more than she can handle. She asked to have the taxes reduced so she is able to pay.

MOTION: Commissioner Perry made a motion to approve the county property tax abatement on parcel #03-223-0034 for \$1,412.00 or 50% whichever is less. 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 HEARING

Public Hearing on the Proposed Agricultural Protection Area in the Riverside Area (Capener)-Marla Young

Clerk Marla Young explained this Agricultural Protection area application was submitted in April. There are 55 parcels totaling 2,204.82 acres. All notices were sent to every property owner within 1,000 feet. The application has been sent to Planning and Zoning and the Agricultural Board for review. All parcels were found to be zoned Agricultural Heritage Zone.

MOTION: Commissioner Perry made a motion to open the public hearing. The motion was seconded by Commissioner Bingham and the hearing was opened.

DeAnna Hardy of Brigham City stated the Box Elder Committee of Liberty opposes agricultural protection areas because they are unconstitutional. Land owners are already protected under the Constitution under Article 1 Section 1 and Article 1 Section 2. She expressed concern over alleged government overreach in Utah, explaining that officials are using fear tactics and extortion to violate property rights and constitutional principles. She stated our

rights come from God, not man or government. She explained the Utah legislature is violating their oath by appointing, rather than electing, officials. She blames this on a failing education system that has not educated the people correctly about their constitutional rights.

MOTION: Commissioner Perry made a motion to close the public hearing. The motion was seconded by Commissioner Bingham and the hearing was closed.

CLERK'S OFFICE

Resolution #26-23 Approving a Proposal to Create an Agricultural Protection Area (Capener) **-Marla Young**

Clerk Marla Young presented Resolution #26-23 which creates the Agricultural Protection Area (Capener).

MOTION: Commissioner Perry made a motion to approve Proposed Agricultural Protection Area Resolution #26-23. 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 #26-23

COMMISSIONERS

Children's Justice Center State Contract #26-32 for Fiscal Year 2027-Sterling Marx

Children's Justice Center Executive Director Sterling Marx explained Contract #26-32 is a renewal contract between the State and Box Elder County showing the commitment to be partners and to protect the kids of the county.

MOTION: Commissioner Perry made a motion to approve the Children's Justice Center State Contract #26-32 for Fiscal Year 2027. 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 - Contract #26-32

Updates to the County Meeting Schedule-Commissioners

Commissioner Perry stated the Commission Meeting schedule needs to be updated. The County will cancel the August 26, 2026 meeting due to the Fair. The meeting schedule will be adjusted to the first and third Wednesdays of September, October, November, and December. The November 18th meeting will be moved to Tuesday, November 17, 2026 to accommodate the election canvass.

MOTION: Commissioner Perry made a motion to adjust the Commission Meeting Schedule. 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.

Indigent Defense Commission (IDC) Grant Agreement #26-34-Michael McGinnis

Michael McGinnis of the Public Defender's Office presented Contract #26-34 as a grant agreement. He explained they did not lose any grants this year and thanked the Auditor's Office for helping with the grants.

MOTION: Commissioner Bingham made a motion to approve the Indigent Defense Commission (IDC) Grant Agreement #26-34. 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 - Agreement #26-34

Box Elder County Agreement #26-35 for Indigent Legal Services Legal Assistant/Grant Manager Contract with Miriam Bell-Michael McGinnis

Michael McGinnis of the Public Defender's Office presented Agreement #26-35 for Indigent Legal Services with Miriam Bell.

MOTION: Commissioner Bingham made a motion to approve the Indigent Legal Services Legal Assistant/Grant Manager Contract #26-35 with Miriam Bell. 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 - Contract #26-35

Box Elder County Agreement #26-36 for Indigent Legal Services Public Defender Contract (Drug Court with Layne Huff)-Michael McGinnis

Michael McGinnis of the Public Defender's Office presented Agreement #26-36 for Indigent Legal Services with Layne Huff.

MOTION: Commissioner Bingham made a motion to approve the Indigent Legal Services Public Defender Contract for Drug Court #26-36 with Layne Huff. 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 #26-36

Box Elder County Agreement #26-37 for Indigent Legal Services Public Defender Contract (District Court With Logan Bushell) -Michael McGinnis

Michael McGinnis of the Public Defender's Office presented Agreement #26-37 for Indigent Legal Services with Logan Bushell.

MOTION: Commissioner Bingham made a motion to approve the Indigent Legal Services Public Defender Contract #26-37 with Logan Bushell. 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 #26-37

Box Elder County Agreement #26-38 for Indigent Legal Services Public Defender Contract (Justice Court, Mental Health Court, Conflicts with Malone Molgard)-Michael McGinnis

Michael McGinnis of the Public Defender's Office presented Agreement #26-38 for Indigent Legal Services with Malone Molgard.

MOTION: Commissioner Bingham made a motion to approve the Indigent Legal Services Public Defender Contract #26-38 for Justice Court, Mental Health Court, Conflicts with Malone

Molgard. 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. 8 - Agreement #26-38

Box Elder County Agreement #26-39 for Indigent Legal Services Public Defender Contract (Juvenile Court Kurt Helgesen)-Michael McGinnis

Michael McGinnis of the Public Defender's Office presented Agreement #26-39 for Indigent Legal Services with Kurt Helgesen.

MOTION: Commissioner Bingham made a motion to approve the Indigent Legal Services Public Defender Contract for Juvenile Court #26-39 with Kurt Helgesen. 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. 9 - Agreement #26-39

Box Elder County Agreement #26-40 for Indigent Legal Services Public Defender Contract for Juvenile Court Kimball Christensen-Michael McGinnis

Michael McGinnis of the Public Defender's Office presented Agreement #26-40 for Indigent Legal Services with Kimball Christensen.

MOTION: Commissioner Bingham made a motion to approve the Indigent Legal Services Public Defender Contract for Juvenile Court #26-40 with Kimball Christensen. 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. 10 - Agreement #26-40

Deputy Attorney Glen Thurston stated that due to the Public Defender Contracts being on a fiscal year and the County being on a calendar year the budget will need to be adjusted. The adjustment will need to be made in a December meeting.

COMMUNITY DEVELOPMENT

Approval of Agreement #26-41- Subdivision Improvement Agreement for the River Vista Subdivision. County Commission to approve Improvement Agreements-Scott Lyons

This item was canceled.

Ordinance #662 - Zoning Map Amendment - Unzoned to MG-EX- Scott Lyons

Community Development Director Scott Lyons stated Ordinance #662 requests two parcels be rezoned from the unzoned to MG-EX, which is a mining, quarry, sand, and gravel excavation zone. The two parcels total approximately 1,240.5 acres in size. The Planning Commission held a public hearing, and reviewed the guidelines. The Planning Commission has forwarded a recommendation of approval for this request.

MOTION: Commissioner Bingham made a motion to approve Ordinance #662 a zoning map amendment from Unzoned to MG-EX. 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. 11 - Ordinance #662

Ordinance #664 - Text Amendment - Multiple Sections of the Land Use Code-Scott Lyons

Community Development Director Scott Lyons explained Ordinance #664 addresses multiple sections of the Land Use Code. One of the changes affects Sections 5-1 and 6-1, which had conflicting requirements for flag lots. The change makes the requirements consistent with one another. The Planning Commission wanted to clarify that protection strips are not permitted, and clarifies that developers cannot work on a site without final approval of the subdivision and addresses violations on properties going through the enforcement process; no permit would be allowed until the violation is cured. He stated additional updates were made in the MU zones. In some instances, they were referred to as “mixed-use zones” or “multiple-use zones.” It was proposed to the Planning Commission that these be called “minimal-use zones,” since the intention of these zones was for large-acreage areas with very little infrastructure. The final item addressed the noticing requirements to make it consistent with state code. All of the changes were presented to the Planning Commission last week, and a public hearing was held. No comments were received. The Planning Commission forwarded a recommendation of approval for the changes.

MOTION: Commissioner Bingham made a motion to approve Ordinance #664 Text Amendment for Multiple Sections of the Land Use Code. 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. 12 - Ordinance #664

Ordinance #659 - Zoning Map Amendment - Rezone from RR-5 to RR-20-Scott Lyons

Community Development Director Scott Lyons stated Ordinance #659 is a rezone from RR-5 to RR-20. The current owners are selling the home. The lender reached out because the parcel that the home is on is an illegal parcel. If the home were to burn down, the owners would be ineligible for a building permit to rebuild. The homeowner requested the RR-20 zone. The home was built 45 years ago, and zoning was adopted in 1978. The home was split off from the farm in 1984, which created an illegal parcel.

The Planning Commission held a public hearing. One concern was that this could set a precedent for ½-acre zoning in the Bothwell area. The Planning Commission found that the request met the approval standards, but directed that the ordinance include a statement that the property owner only wishes to bring the parcel into compliance with current zoning ordinances, so it would not set any kind of precedent.

MOTION: Commissioner Bingham made a motion to approve Ordinance #659 Zoning Map Amendment - Rezone from RR-5 to RR-20. 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. 13 - Ordinance #659

Agreement #26-42 - Rodatherm Utah Geothermal Lease-Scott Lyons

Community Development Director Scott Lyons explained Agreement #26-42 regards a geothermal lease for subsurface resource development. Rodatherm is working toward leasing properties from west of Honeyville to west of Brigham City. Rodatherm uses newer technology that allows them to work with the temperatures available at these sites. They are working with landowners to lease the subsurface rights. This lease agreement allows the land underneath the county roads to be leased to extend and connect their infrastructure.

Chairman Tyler explained that citizens have asked questions and would like to know what the impact will be on the property.

Michael Dabbs with Rodatherm Energy Corporation explained that they are not a traditional geothermal operation and operate at a much lower temperature. They drill down two miles and then go horizontally for two to three miles to connect the wells. He gave an analogy of a refrigerator, but two miles below the ground. The project will have a 3 to 4 acre footprint but can generate heat from the surrounding area of approximately 960 acres. He stated that they would be glad to meet with anyone who has concerns.

Chairman Vincent asked if they could create an easy-to-read fact sheet.

Commissioner Bingham asked whether, with a 3 to 4 acre footprint, they would need transmission lines and whether those lines would need approval.

Scott Lyons explained that they will still have to go through the permitting process with the state and the county for land use, which will include all the details of the site.

MOTION: Commissioner Bingham made a motion to approve Agreement #26-42 Rodatherm Utah Geothermal Lease and Memorandum. 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. 14 - Agreement #26-42

Ordinance #663 - Zoning Map Amendment - Unzoned to AHZ

Community Development Director Scott Lyons stated that Ordinance #663 is a zoning map amendment. The applicant is requesting that his parcels, totaling 74.1 acres, be rezoned from unzoned to the Agricultural Heritage Zone (AHZ). The parcels are located west of Elwood. The Planning Commission held a public hearing, where there was no public comment. The Planning Commission reviewed the proposal and found that the request met the required standards. They forwarded a recommendation for approval of the amendment.

MOTION: Commissioner Bingham made a motion to approve Ordinance #663 Zoning Map Amendment of Unzoned to Agricultural Heritage Zone. 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. 15 - Ordinance #663

FIRE DEPARTMENT

Ordinance #661 Establishes a Program for the Disbursement of Funds for Residential Fire Protection Systems in the Urban Wildland Interface Area-Kevin Lloyd

Fire Marshal Kevin Lloyd explained Ordinance #661 is a grant for a wildland-urban interface sprinkler system program. The grant will include sprinklers in additional areas if the budget permits.

MOTION: Commissioner Perry made a motion to approve Ordinance #661 to establish a program for the disbursement of funds for Residential Fire Protection Systems in the Urban Wildland Interface. 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. 16 - Ordinance #661

Agreement #26-33 for Assumption of Fire Protection Services and Transfer of Assets-Kevin Lloyd

Fire Marshal Kevin Lloyd explained Agreement #26-33 brings the Thatcher/Penrose Fire Department under the county. The Thatcher Water Department cannot fund the department or handle the liability. The county will provide training and equipment.

MOTION: Commissioner Perry made a motion to approve Agreement #26-33 for Assumption of Fire Protection Services and Transfer of Assets. 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. 17 - Agreement #26-33

TREASURER'S OFFICE

Requesting Forgiveness of Fees and Penalties on parcel #03-051-0110-Tiffiny Reimann

Tiffany Reimann explained she has a small triangular parcel by her driveway. She did not pay the taxes on the small parcel and is working with Mantua to combine the parcels. She said the notice was lost in the shuffle because the parcel was not included in the original lot.

Treasurer Shaun Thornley explained the fees total \$61.85, of which \$26.00 is for penalties and interest.

MOTION: Commissioner Perry made a motion to forgive the fees and penalties on parcel #03-051-0110. 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 PERIOD

Chairman Vincent reviewed the guidelines for public comment period.

DeAnna Hardy Brigham stated the Box Elder Committee of Liberty opposes quasi-government agencies because they believe appointed boards should not have the power to tax people without being elected. She compared this to the concerns that led to the American Revolution and quoted the Declaration of Independence: “For imposing Taxes on us without our Consent.” The committee also objects to MIDA, saying it gives unelected boards too much power. She believes the government should follow the Constitution and quoted Thomas Jefferson: “Anything contrary to the Constitution is null and void and of no force.”

She stated she opposes inter-local agreements because she believes these agreements give certain businesses special tax breaks while shifting the tax burden to the public. She used the proposed data center as an example, saying it could receive tax advantages while local taxpayers make up the difference. The committee wants to restore free-market principles and stop giving special treatment to certain businesses or monopolies.

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim numbers 130133 through 130167 in the amount of \$725,123.32 and 130083 through 130132 in the amount of \$726,462.40.

PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS

Employee Name:	Department:	Type of Change:	Effective Date:
SPARKS, LONDON	LANDFILL	COMPENSATION CHANGE	7/26/2026
BENNETT, CHRISTIN	COMMISSION	COMPENSATION CHANGE	7/23/2026
HERNANDEZ, MARIANA	HUMAN RESOURCES	COMPENSATION CHANGE	7/31/2026
KIMBER, DAVID	ROAD DEPARTMENT	REHIRE	7/27/2026
KIMBER, DAVID	ROAD DEPARTMENT	CELL PHONE ALLOWANCE	7/27/2026
BURGAN, CHERYL	VICTIM SERVICES	COMPENSATION CHANGE	7/6/206
BIRCH, BRAXTON	SHERIFF'S OFFICE	SEPARATION	7/20/2026
CARLSON, JEREMY	BUILDING INSPECTION	NEW HIRE	7/13/2026
CARLSON, JEREMY	BUILDING INSPECTION	CELL PHONE ALLOWANCE	7/13/2026
Baldwin, Heather	FAIR	VOLUNTEER	7/22/2026
Astle, William	FAIR	VOLUNTEER	7/22/2026
Barfuss, Mellany	FAIR	VOLUNTEER	7/22/2026
Bennington, Pam	FAIR	VOLUNTEER	7/22/2026
Bingham, Ronda	FAIR	VOLUNTEER	7/22/2026
Bladwin, Brinley	FAIR	VOLUNTEER	7/22/2026
Branson, Thomas	FAIR	VOLUNTEER	7/22/2026
Branson, Wanda	FAIR	VOLUNTEER	7/22/2026
Butler, Shanna	FAIR	VOLUNTEER	7/22/2026
Douglas, Christy	FAIR	VOLUNTEER	7/22/2026
Durfee, Holly	FAIR	VOLUNTEER	7/22/2026
Earl, Linda	FAIR	VOLUNTEER	7/22/2026
Earl, Wayne	FAIR	VOLUNTEER	7/22/2026
Fridal, Terri	FAIR	VOLUNTEER	7/22/2026
Garrett, Bruce	FAIR	VOLUNTEER	7/22/2026
Gull, Tosha	FAIR	VOLUNTEER	7/22/2026

Haas, Kadence	FAIR	VOLUNTEER	7/22/2026
Hansen, Brynne	FAIR	VOLUNTEER	7/22/2026
Hansen, Glenda	FAIR	VOLUNTEER	7/22/2026
Hansen, Julianne	FAIR	VOLUNTEER	7/22/2026
Hansen, Kathleen	FAIR	VOLUNTEER	7/22/2026
Harrison, Judy	FAIR	VOLUNTEER	7/22/2026
Hendricks, Pamela	FAIR	VOLUNTEER	7/22/2026
Hiland, Shauddell	FAIR	VOLUNTEER	7/22/2026
Hinkle, Shelby	FAIR	VOLUNTEER	7/22/2026
HIRSCH, CAMILLE	FAIR	VOLUNTEER	7/22/2026
Hirsch, Jerry	FAIR	VOLUNTEER	7/22/2026
Howard, Candice	FAIR	VOLUNTEER	7/22/2026
Howe, Alexandra	FAIR	VOLUNTEER	7/22/2026
MacFarlane, Robert	FAIR	VOLUNTEER	7/22/2026
Nessen, Bailey	FAIR	VOLUNTEER	7/22/2026
Nicholas, Cody	FAIR	VOLUNTEER	7/22/2026
Nicholas, Dayton	FAIR	VOLUNTEER	7/22/2026
Ormond, Cindy	FAIR	VOLUNTEER	7/22/2026
Rasmussen, David	FAIR	VOLUNTEER	7/22/2026
Rasmussen, Shauna	FAIR	VOLUNTEER	7/22/2026
Reeder, Dawn	FAIR	VOLUNTEER	7/22/2026
Reeder, Jeri	FAIR	VOLUNTEER	7/22/2026
Reese, Cody	FAIR	VOLUNTEER	7/22/2026
Reese, Shiloh	FAIR	VOLUNTEER	7/22/2026
Spackman, Shantelle	FAIR	VOLUNTEER	7/22/2026
Stacey, Isabel	FAIR	VOLUNTEER	7/22/2026
Stangler, Jann	FAIR	VOLUNTEER	7/22/2026
Stephens, Carol	FAIR	VOLUNTEER	7/22/2026
Stephens, Sharadawn	FAIR	VOLUNTEER	7/22/2026
Tarver, Gwendalynn	FAIR	VOLUNTEER	7/22/2026
Udy, Gloria	FAIR	VOLUNTEER	7/22/2026
Ward, Midge	FAIR	VOLUNTEER	7/22/2026
Ward, Rodney	FAIR	VOLUNTEER	7/22/2026
Warren, Lashelle	FAIR	VOLUNTEER	7/22/2026
Wheatley, Debra	FAIR	VOLUNTEER	7/22/2026
Whitaker, Aaron	FAIR	VOLUNTEER	7/22/2026
Whitaker, Joan	FAIR	VOLUNTEER	7/22/2026
Winkler, Lily	FAIR	VOLUNTEER	7/22/2026
Winkler, Lynae	FAIR	VOLUNTEER	7/22/2026
Zito, Linda	FAIR	VOLUNTEER	7/22/2026

Breitenbuecher, Monty	FIRE	VOLUNTEER	7/22/2026
Breitenbuecher, Trica	FIRE	VOLUNTEER	7/22/2026
Gray, Chad	FIRE	VOLUNTEER	7/22/2026
Gray, Tracy	FIRE	VOLUNTEER	7/22/2026
Johnson, Kristi	FIRE	VOLUNTEER	7/22/2026
Schenk, Axton	FIRE	VOLUNTEER	7/22/2026
Stocks, Mindy	FIRE	VOLUNTEER	7/22/2026
Farnsworth, Brad	Emergency Management	VOLUNTEER	7/22/2026
Bills, Colby	Sheriff's Office	Compensation Change	7/12/2026
Falletta, Suzanne	Justice Court	Cell Phone Allowance	7/21/2026

CLOSED SESSION

Strategy session to discuss pending or reasonably imminent litigation

MOTION: At 12:37 p.m. a motion was made by Commissioner Perry to move into a closed session. The motion was seconded by Commissioner Bingham and unanimously carried.

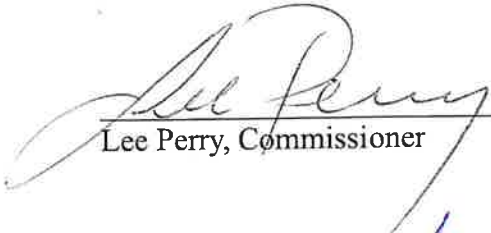
MOTION: At 12:49 a motion was made by Commissioner Bingham to reconvene into regular commission meeting. Commissioner Perry seconded the motion. The motion carried unanimously and regular commission meeting was reconvened.

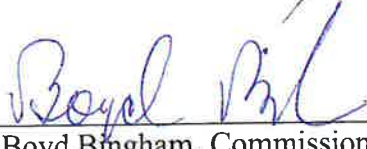
ADJOURNMENT

A motion was made by Commissioner Perry to adjourn. Commissioner Bingham seconded the motion, and the meeting adjourned at 12:50 pm.

ADOPTED AND APPROVED in regular session this 2nd day of September 2026.


Tyler Vincent, Chairman


Lee Perry, Commissioner


Boyd Bingham, Commissioner

ATTEST:




Marla R. Young, Clerk



COUNTY COMMISSION MEETING

Commission Chambers, 01 South Main Street, Brigham City, Utah 84302

Wednesday, July 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 July 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 participate 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: Human Resources Manager Jenica Stander
- C. Approve Minutes from July 7, 2026

3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS

4. FORMER AGENDA ITEMS

- A. Proposed Island Annexation into Garland City 12800 N 7000 W-Scott Lyons

5. EMERGENCY MANAGEMENT ISSUES

6. ARPA/LATCF

7. BOX ELDER COUNTY EMPLOYEE RECOGNITION

8. AUDITOR'S OFFICE

- A. 11:40 Requesting Property Tax Abatement on Parcel #03-223-0034-Karen Witt

9. PUBLIC HEARING

- A. 11:42 Public Hearing on the Proposed Agricultural Protection Area in the Riverside Area (Capener)-Marla Young

10. CLERK'S OFFICE

- A. 11:52 Resolution #26-23 Approving a Proposal to Create an Agricultural Protection Area (Capener) -Marla Young

11. COMMISSIONERS

- A. 11:54 Children's Justice Center State Contract #26-32 for Fiscal Year 2027-Sterling Marx
- B. 11:56 Updates to the County Meeting Schedule-Commissioners

- C. 11:58 Indigent Defense Commission (IDC) Grant Agreement #26-34-Michael McGinnis
- D. 12:00 Box Elder County Agreement #26-35 for Indigent Legal Services Legal Assistanat/Grant Manager Contract with Miriam Bell-Michael McGinnis
- E. 12:02 Box Elder County Agreement #26-36 for Indigent Legal Services Public Defender Contract (Drug Court with Layne Huff)-Michael McGinnis
- F. 12:04 Box Elder County Agreement #26-37 for Indigent Legal Services Public Defender Contract (District Court With Logan Bushell) -Michael McGinnis
- G. 12:06 Box Elder County Agreement #26-38 for Indigent Legal Services Public Defender Contract (Justice Court, Mental Health Court, Conflicts with Malone Molgard)-Michael McGinnis
- H. 12:08 Box Elder County Agreement #26-39 for Indigent Legal Services Public Defender Contract (Juvenile Court Kurt Helgesen)-Michael McGinnis
- I. 12:10 Box Elder County Agreement #26-40 for Indigent Legal Services Public Defender Contract for Juvenile Court Kimball Christensen-Michael McGinnis

12. COMMUNITY DEVELOPMENT

- A. 12:12 Approval of Agreement #26-41- Subdivision Improvement Agreement for the River Vista Subdivision. County Commission to approve Improvement Agreements-Scott Lyons
- B. 12:14 Ordinance #662 - Zoning Map Amendment - Unzoned to MG-EX- Scott Lyons
- C. 12:16 Ordinance #664 - Text Amendment - Multiple Sections of the Land Use Code-Scott Lyons
- D. 12:18 Ordinance #659 - Zoning Map Amendment - Rezone from RR-5 to RR-20-Scott Lyons
- E. 12:20 Agreement #26-42 - Rodatherm Utah Geothermal Lease-Scott Lyons
- F. 12:22 Ordinance #663 - Zoning Map Amendment - Unzoned to AHZ

13. FIRE DEPARTMENT

- A. 12:24 Ordinance #661 Establishes a Program for the Dispersement of Funds for Residential Fire Protection Systems in the Urban Wildland Interface Area-Kevin Lloyd
- B. 12:26 Agreement #26-33 for Assumption of Fire Protection Services and Transfer of Assets-Kevin Lloyd

14. TREASURER'S OFFICE

- A. 12:28 Requesting Forgiveness of Fees and Penalties on parcel #03-051-0110-Tiffany Reimann

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 July, 2026. Mailed to the Box Elder News Journal and the Leader on the 17th of July, 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.

A handwritten signature in black ink, reading "Marla R. Young". The signature is fluid and cursive, with the first name "Marla" being more prominent and the last name "Young" written in a similar style.

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.

PUBLIC HEARING

EVENT : Capener Agricultural Protection Area

DATE : July 22, 2026

NO

NAME

- 1 Chasee Bennett
- 2 Stephen Rees
- 3 Herb Rees
- 4 Deanna Hardy
- 5 Mark G
- 6 Jenica Starden
- 7 Kevin Lloyd
- 8 Cory Oakes
- 9 Kevin Potter
- 10 Cade Palmer
- 11 Neil C Capener
- 12 Cody F
- 13 Keeson Riser
- 14 Mike Muester
- 15 Scott Lyons
- 16 Mark Smith
- 17 Shawn Milne
- 18 Shirlene Larsen
- 19 Greg
- 20 Michael McInnis
- 21 Randi Smith
- 22 Dennis Patterson
- 23 Tom Checketts
- 24
- 25

RESOLUTION NO. 26-23

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF BOX ELDER COUNTY, UTAH APPROVING A PROPOSAL TO CREATE AN AGRICULTURE PROTECTION AREA.

The Board of Commissioners of Box Elder County, Utah as the county legislative body of Box Elder County, Utah, referred to herein as the "County Commission" recite the following as the basis for adopting this Resolution:

- A. A proposal was filed by a landowner or landowners that a total of 2204.82 acres of land in agriculture production located in Box Elder County be established and created as an agriculture protection area.
- B. Notice of the filing of the proposal was published pursuant to UCA Section 17-81-302 and all proposals for modification and objections were received by the County Commission.
- C. The County Commission referred the proposal and all proposed modifications and objections to the Box Elder County Agriculture Protection Area Advisory Board and the Box Elder County Planning Commission. Reports from each of these boards were received and reviewed by the County Commission.
- D. The County Commission conducted a public hearing pursuant to notice as required by UCA Section 17-81-204 and received public comment from all persons who appeared at the public hearing and spoke in favor or against the proposal, any proposed modifications to the proposal or the recommendations of the Advisory Board and the Planning Commission
- E. The County Commission has considered all of the reports, comments and information provided to it and has considered whether the land within the proposed agriculture protection area is currently being used for agriculture production, whether the land is zoned for agriculture use, whether the land is viable for agriculture production, the extent and nature of existing or proposed farm improvements and anticipated trends in agricultural and technological conditions that might affect the proposed agriculture protection area.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Box Elder County, Utah:

Section 1. Agriculture Protection Area Created. The following land is hereby created and established as an agriculture protection area pursuant to Utah Code Annotated Title 17, Chapter 81:

(See Attachment A)

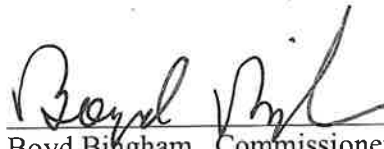
Section 2. Notice of Creation of Agriculture Protection Area. The Box Elder County Clerk shall maintain on file a copy of this Resolution within ten days from the adoption of this Resolution in order to give constructive notice of the existence of this agriculture protection area as provided in Utah Code Annotated Section 17-81-204(4) The Box Elder County Clerk shall also provide a copy of this Resolution to the Box Elder County Planning Commission within ten days from the date hereof. The Box Elder County Clerk is further ordered to send a copy of this Resolution, with the stamp of the County Clerk of deeds, to the Utah Commissioner of Agriculture within ten days after recordation of this Resolution.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 22 day of July, 2026.


Tyler Vincent, Chairman


Lee Perry, Commissioner


Boyd Bingham, Commissioner




Marla R. Young, Clerk

Acknowledgment

State of Utah)

County of [§]Box Elder

On this 22nd day of July, in the year 2026, before me, Marla P. Young a
notary date month year notary public name

public, personally appeared Lee Perry, Boyd Bingham, Tyler Vincent, 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 P. Young
(notary signature)

06-110-0061

BEGINNING AT A POINT LOCATED S 88°28'14" W 634.9 FT FROM THE NE CORNER OF SEC 03, T12N, R 03W, SLBM, SAID POINT BEING ON THE NORTH LINE OF THE N/2 OF THE NE/4 OF SAID SECTION. THENCE S 88°28'14" W 2005.1 FT M/L ALONG SAID NORTH LINE TO THE NW CORNER OF THE N/2 OF SAID NE/4; SOUTH 1302 FT M/L TO THE SW CORNER OF THE N/2 OF SAID NE/4; N 88°28'14" E ALONG THE SOUTH LINE OF THE N/2 OF SAID NE/4 2210.9 FT M/L TO A POINT BEING LOCATED 447.4 FT WEST OF THE EAST LINE OF SAID SECTION 03; N 07°01'30" W 923.7 FT; N 88°46'31" W 76.6 FT; N 06°18'13" W 396.7 M/L TO THE POINT OF BEGINNING.

LESS: PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 12 NORTH, RANGE 3 WEST OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF 6000 WEST STREET LOCATED 33.13 FEET NORTH 85°40'53" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 3; RUNNING THENCE SOUTH 00°48'29" EAST 406.82 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 88°46'31" WEST 579.74 FEET; THENCE NORTH 06°18'13" WEST 396.72 FEET TO AN EXISTING FENCE LINE BEING GRANTORS NORTH PROPERTY LINE; THENCE NORTH 89°59'38" EAST (NORTH 88°28'14" EAST BY RECORD) 617.43 FEET ALONG SAID FENCE LINE AND PROPERTY LINE TO THE POINT OF BEGINNING.

06-045-0026

BEGINNING AT A POINT 1833.7 FT WEST & 1378.8 FT SOUTH FROM NE CORNER OF SEC 11, T 12N, R 03W, SLM. THENCE WEST 1963.9 FT TO EAST R/W LINE OF BEAR RIVER CANAL; N 19°45'00" E 364.96 FT ALONG SAID LINE; EAST 1840.57 FT TO A POINT DUE NORTH OF POB; SOUTH 343.50 FT TO POB.

06-045-0022

PART OF SE/4 OF NE/4 OF SEC 11, T 12N, R 03W, SLM. LYING BETWEEN WEST LINE OF SAID SE/4 OF NE/4 & W LINE OF ST HWY MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE INTERSECTION OF WEST LINE OF SE/4 OF NE/4 OF SAID SEC 11, & WEST R/W LINE OF ST HWY, SAID POINT BEING 3007 FT NORTH & 1321 FT WEST FROM SE CORNER OF SAID SEC 11, NORTHEASTERLY ALONG SAID R/W LINE ALONG THE ARC OF A 02°00'00" CURVE TO THE RIGHT TO A POINT 3911 FT NORTH & 921.2 FT WEST OF SE CORNER OF SAID SEC 11, WEST 399.8 FT TO WEST LINE OF SE/4 OF NE/4 OF SAID SEC, SOUTH ALONG SAID LINE 904 FT TO BEGINNING.

06-045-0017

BEGINNING AT A POINT 80 RODS WEST ALONG SEC LINE 1378.8 FT SOUTH FROM NE CORNER OF SEC 11, T 12N, R 03W, SLM. THENCE WEST 513.7 FT; SOUTH 629.2 FT, EAST 257.5 FT, NORTH 170 FT, EAST 256.2 FT, NORTH 459.2 FT TO POB.

06-045-0002

BEGINNING AT A POINT 80 RODS WEST ALONG SEC LINE FROM NE CORNER OF SEC 11, T 12N, R 03W, SLM, WEST ALONG SEC LINE 893 FT, SOUTH 26 FT, WEST PARALLEL TO SEC LINE 1200 FT TO EAST R/W LINE OF BEAR RIVER CANAL, S 10°31'00" 00" W 615

FT ALONG SAID LINE, S 19°45'00" W 817.5 FT ALONG SAID LINE, EAST 2477.6 FT, NORTH 1379.8 FT TO BEGINNING.

LESS: BEGINNING AT A POINT 1833.7 FT WEST & 1378.8 FT SOUTH FROM NE CORNER OF SEC 11, WEST 1963.9 FT TO EAST R/W LINE OF BEAR RIVER CANAL, N 19°45'00" E 364.96 FT ALONG SAID LINE, EAST 1840.57 FT TO A POINT DUE NORTH OF POB, SOUTH 343.50 FT TO POB.

06-044-0073

BEGINNING AT A POINT ON THE EAST R/W LINE OF CO RD, N 01°18'49" W 2621.00 FT & N 88°41'11" E 33.00 FT M/L FROM THE SW CORNER OF SEC 02, T 12N, R 03W, SLM, N 88°52'11" E 342.44 FT TO THE WEST R/W LINE OF MVRR; N 03°03'25" E 33.1 FT M/L TO THE CENTER SEC LINE OF SAID SEC 02, WEST ALONG SAID LINE 343 FT M/L TO EAST LINE OF CO RD, S 01°18'49" E ALONG SAID LINE 33.0 FT M/L TO THE POB.

06-044-0062

ALL OF FOLLOWING EAST OF RR: N/2 OF SW/4 SEC 02, T 12N, R 03W, SLM.

06-045-0003

BEGINNING 1833.7 FT WEST & 1378.8 FT SOUTH FROM NE CORNER OF SEC 11, T 12N, R 03W, SLM. THENCE WEST 1963.9 FT TO EAST R/W LINE OF BEAR RIVER CANAL; S 19°45'00" W 668.5 FT ALONG SAID LINE; EAST 2189.8 FT; NORTH 629.2 FT TO BEGINNING.

06-110-0066

ALL OF THE FOLLOWING LYING INSIDE THE RIVERSIDE COMMUNITY SPECIAL SERVICE DISTRICT. A PART OF THE NORTH HALF OF SECTION 3, TOWNSHIP 12 NORTH, RANGE 3 WEST OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY OF 6000 WEST STREET LOCATED 1989.37 FEET SOUTH 00°48'29" EAST ALONG THE EAST LINE OF SAID SECTION 3 AND 33.00 FEET SOUTH 89°11'31" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 3; RUNNING THENCE SOUTH 89°25'51" WEST 266.20 FEET; THENCE SOUTH 00°48'29" EAST 655.81 FEET TO AN EXISTING FENCE LINE ACCEPTED AS THE SOUTH PROPERTY LINE AND SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 89°25'51" WEST 3066.24 FEET ALONG SAID EXISTING FENCE LINE AND SAID SOUTH LINE TO THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 15; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES; (1) NORTH 12°08'02" WEST 448.20 FEET; (2) NORTHERLY TO THE RIGHT ALONG THE ARC OF A 22768.31 FOOT RADIUS CURVE, A DISTANCE OF 321.38 FEET, CHORD BEARS NORTH 11°43'46" WEST 321.38 FEET, HAVING A CENTRAL ANGLE OF 00°48'31"; (3) NORTH 09°32'48" WEST 496.71 FEET; (4) NORTHERLY ON A NON-TANGENT CURVE TO THE RIGHT ALONG THE ARC OF A 22758.31 FOOT RADIUS CURVE, A DISTANCE OF 993.02 FEET, CHORD BEARS NORTH 08°49'30" WEST 992.94 FEET, HAVING A CENTRAL ANGLE OF 02°30'00"; (5) NORTH 10°12'25" WEST 198.90 FEET; AND (6) NORTHERLY ON A NON-TANGENT CURVE TO THE RIGHT ALONG THE ARC OF A 22768.31 FOOT RADIUS CURVE, A DISTANCE OF 270.15

FEET, CHORD BEARS NORTH 06°44'06" WEST 270.15 FEET, HAVING A CENTRAL ANGLE OF 00°40'47" TO AN EXISTING FENCE LINE ACCEPTED AS THE NORTH PROPERTY LINE; THENCE SOUTH 89°51'28" EAST 1148.81 FEET ALONG SAID EXISTING FENCE LINE AND SAID NORTH PROPERTY LINE TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 00°48'29" EAST 1349.31 FEET ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTH 89°11'31" EAST 2607.00 FEET ALONG SAID NORTH LINE TO THE WEST RIGHT-OF-WAY LINE OF 6000 WEST STREET; THENCE SOUTH 00°48'29" EAST 683.87 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

06-110-0065

ALL OF THE FOLLOWING LYING OUTSIDE THE RIVERSIDE COMMUNITY SPECIAL SERVICE DISTRICT. A PART OF THE NORTH HALF OF SECTION 3, TOWNSHIP 12 NORTH, RANGE 3 WEST OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY OF 6000 WEST STREET LOCATED 1989.37 FEET SOUTH 00°48'29" EAST ALONG THE EAST LINE OF SAID SECTION 3 AND 33.00 FEET SOUTH 89°11'31" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 3; RUNNING THENCE SOUTH 89°25'51" WEST 266.20 FEET; THENCE SOUTH 00°48'29" EAST 655.81 FEET TO AN EXISTING FENCE LINE ACCEPTED AS THE SOUTH PROPERTY LINE AND SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 89°25'51" WEST 3066.24 FEET ALONG SAID EXISTING FENCE LINE AND SAID SOUTH LINE TO THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 15; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES; (1) NORTH 12°08'02" WEST 448.20 FEET; (2) NORTHERLY TO THE RIGHT ALONG THE ARC OF A 22768.31 FOOT RADIUS CURVE, A DISTANCE OF 321.38 FEET, CHORD BEARS NORTH 11°43'46" WEST 321.38 FEET, HAVING A CENTRAL ANGLE OF 00°48'31"; (3) NORTH 09°32'48" WEST 496.71 FEET; (4) NORTHERLY ON A NON-TANGENT CURVE TO THE RIGHT ALONG THE ARC OF A 22758.31 FOOT RADIUS CURVE, A DISTANCE OF 993.02 FEET, CHORD BEARS NORTH 08°49'30" WEST 992.94 FEET, HAVING A CENTRAL ANGLE OF 02°30'00"; (5) NORTH 10°12'25" WEST 198.90 FEET; AND (6) NORTHERLY ON A NON-TANGENT CURVE TO THE RIGHT ALONG THE ARC OF A 22768.31 FOOT RADIUS CURVE, A DISTANCE OF 270.15 FEET, CHORD BEARS NORTH 06°44'06" WEST 270.15 FEET, HAVING A CENTRAL ANGLE OF 00°40'47" TO AN EXISTING FENCE LINE ACCEPTED AS THE NORTH PROPERTY LINE; THENCE SOUTH 89°51'28" EAST 1148.81 FEET ALONG SAID EXISTING FENCE LINE AND SAID NORTH PROPERTY LINE TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 00°48'29" EAST 1349.31 FEET ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTH 89°11'31" EAST 2607.00 FEET ALONG SAID NORTH LINE TO THE WEST RIGHT-OF-WAY LINE OF 6000 WEST STREET; THENCE SOUTH 00°48'29" EAST 683.87 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

06-110-0057

THAT PART OF THE FOLLOWING LYING INSIDE THE RIVERSIDE COMMUNITY SPECIAL SERVICE DISTRICT AND OUTSIDE THE RIVERSIDE CEMETERY SERVICE DISTRICT, BEING A PART OF THE NW/4 OF SEC 03, T 12N, R 03W, SLBM. BEGINNING AT A POINT ON THE EAST R/W LINE OF 6000 WEST STREET, LOCATED 33.13 FT N 85°40'53" W AND 406.82 FT S 00°48'29" E FROM THE NE CORNER OF SAID SEC 03. THENCE S 00°48'29" E 901.64 FT ALONG SAID EAST R/W LINE TO THE SE CORNER OF THE CAPENER BROTHERS DAIRY FARM PARTNERSHIP, TAX ID. NO. 06-110-0008; S 89°11'31" W (S 88°28'14" W) 414.40 FT TO THE SW CORNER OF THE CAPENER BROTHERS DAIRY FARM PARTNERSHIP, TAX ID. NO. 06-110-0007; N 06°18'13" W (N 07°01'30" W BY RECORD) 923.73 FT ALONG THE WEST BOUNDARY LINE OF SAID CAPENER PROPERTY; S 88°46'31" E 503.18 FT TO THE POINT OF BEGINNING.

06-110-0056

THAT PART OF THE FOLLOWING LYING INSIDE THE RIVERSIDE CEMETERY SERVICE DISTRICT AND OUTSIDE THE RIVERSIDE COMMUNITY SPECIAL SERVICE DISTRICT, BEING A PART OF THE NW/4 OF SEC 03, T 12N, R 03W, SLBM. BEGINNING AT A POINT ON THE EAST R/W LINE OF 6000 WEST STREET, LOCATED 33.13 FT N 85°40'53" W AND 406.82 FT S 00°48'29" E FROM THE NE CORNER OF SAID SEC 03. THENCE S 00°48'29" E 901.64 FT ALONG SAID EAST R/W LINE TO THE SE CORNER OF THE CAPENER BROTHERS DAIRY FARM PARTNERSHIP, TAX ID. NO. 06-110-0008; S 89°11'31" W (S 88°28'14" W) 414.40 FT TO THE SW CORNER OF THE CAPENER BROTHERS DAIRY FARM PARTNERSHIP, TAX ID. NO. 06-110-0007; N 06°18'13" W (N 07°01'30" W BY RECORD) 923.73 FT ALONG THE WEST BOUNDARY LINE OF SAID CAPENER PROPERTY; S 88°46'31" E 503.18 FT TO THE POINT OF BEGINNING.

07-090-0014

ALL THAT PART OF THE S/2 OF NE/4 OF SEC 03, T 13N, R 03W, SLM, LYING EASTERLY OF UDOT PROJ I-15-8(61) 387.

LESS: STATE HIGHWAY.

ALSO BEGINNING AT NE CORNER OF SE/4 OF SEC, WEST 534.6 FT, THENCE IN A SE DIRECTION ALONG NORTH SIDE OF ST HWY 864.6 FT, NORTH 673.2 FT TO POB.

LESS: TO UDOT.

06-044-0068

BEGINNING AT POINT S 88°31'00" W 288.6 FT FROM POINT DESCRIBED OF RECORD AS BEING NORTH 948.5 FT ALONG SEC LINE & WEST 50 FT M/L, BEING WEST LINE OF ST RD R/W FROM SE CORNER SEC 02, T 12N, R 03W, SLM; THENCE S 88°31'00" W 147.0 FT, WEST 2154.4 FT, NORTH 302 FT, EAST 2301.4 FT M/L TO WEST LINE OF ALAN J GODFREY PROPERTY, SOUTH 100 FT, S 01°29'00" E 202 FT M/L TO POB.

06-045-0010

BEGINNING 33 FT NORTH & 1360 FT WEST OF SE CORNER OF NE/4 OF SEC 11, T 12N, R 03W, SLM. THENCE WEST 1314 FT TO WEST LINE OF NE/4; NORTH 578 FT ALONG SAID LINE; EAST 1314 FT; SOUTH 578 FT TO BEGINNING.

LESS: [06-045-0030] BEGINNING AT A POINT 1360 FT WEST & 611 FT NORTH OF THE SE CORNER OF NE/4 OF SEC 11. THENCE WEST 150 FT; SOUTH 160 FT; EAST 150 FT; NORTH 160 FT TO POB.

LESS: [06-045-0031] BEGINNING AT A POINT 33 FT NORTH & 1360 FT WEST OF SE CORNER OF NE/4 OF SEC 11. THENCE WEST 250 FT; NORTH 578 FT; EAST 250 FT; SOUTH 578 FT TO BEGINNING.

06-044-0063

BEGINNING AT POINT 331 FT NORTH & 270.1 FT WEST OF SE CORNER SEC 02, T 12N, R 03W, SLM. THENCE NORTH 314.5 FT; WEST 2369.9 FT; SOUTH 314.5 FT; EAST 2369.9 FT TO POB.

07-090-0009

BEGINNING AT A POINT 1593 FT NORTH ALONG SEC LINE & 33 FT WEST OF SE CORNER OF SEC 03, T 13N, R 03W, SLM. THENCE WEST 765.7 FT TO EAST R/W LINE OF INTERSTATE FREEWAY (NO ACCESS LINE), N 01°09'53" W 978.0 FT ALONG SAID LINE M/L TO NORTH BOUNDARY OF SE/4 OF SAID SEC, S 89°29'05" E 212.8 FT ALONG NORTH BOUNDARY OF SE/4 OF SAID SEC TO WEST R/W LINE OF CO RD, S 37°01'12" E 951.37 FT ALONG SAID LINE, SOUTH 216.3 FT ALONG SAID LINE TO POB.

07-086-0006

A PART OF W/2 OF W/2 OF SEC 02, T 13N, R 03W, SLM. DESCRIBED AS: BEGINNING AT A POINT AT INTERSECTION OF SOUTH LINE OF ST HWY 191 & EAST LINE OF CO ROAD WHICH IS APPROX 184 FT SOUTH & 33 FT EAST OF NW CORNER OF SW/4 OF SAID SEC 02, SOUTH ALONG CO ROAD 566 FT, NORTHWESTERLY 293 FT TO WEST LINE OF SD HWY 191, NORTHWESTERLY ALONG WEST LINE OF HWY 538 FT M/L TO POB.

06-045-0021

BEGINNING AT A POINT LOCATED 26 FT SOUTH OF NE CORNER OF NW/4 OF NE/4 OF SEC 11, T 12N, R 03W, SLM. THENCE WEST 40 FT; SOUTH 2560 FT M/L TO NORTHERLY LINE OF SR 15, NORTHEASTERLY ALONG SAID LINE TO E LINE OF SW/4 OF SD NE/4, N 2490 FT M/L TO BEG.

06-045-0004

S/2 OF THE S/2 OF THE NW/4 OF SEC 11, T 12N, R 03W, SLM, LYING EAST OF THE BEAR RIVER CANAL RIGHT OF WAY.

LESS: ONE ROD ON EAST SIDE.

06-044-0037

BEGINNING AT A POINT 33 FT WEST FROM THE SE CORNER OF SEC 02, T 12N, R 03W, SLM. THENCE NORTH 331 FT; WEST 2607 FT; SOUTH 331 FT; EAST 2607 FT TO BEGINNING.

RESERVING THEREFROM [WD BK 45, PG 31] A RIGHT OF WAY ONE ROD WIDE ACROSS WEST END.

LESS: [R/W DEED BK 47, PG 176] RIGHT OF WAY FOR HIGHWAY KNOWN AS FA PROJECT NO 205-D. SAID RIGHT OF WAY IS CONTAINED WITHIN A PARCEL OF LAND BOUNDED ON THE EASTERLY SIDE BY THE EAST LINE OF SAID SEC 2 AND ON THE WESTERLY SIDE BY A LINE CONCENTRIC WITH AND 50 FEET DISTANT WESTERLY FROM THE CENTER LINE OF SURVEY OF SAID PROJECT. SAID CENTER LINE IS DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SEC 2 AND SAID CENTER LINE OF SURVEY AT ENGINEER'S STATION 324-05.0, WHICH POINT IS 123.7 FEET WEST ALONG SAID SOUTH SECTION LINE FROM THE SE CORNER OF SAID SEC 2; THENCE NORTHERLY 353 FEET ALONG THE ARC OF A 2*00' CURVE TO THE LEFT (NOTE: TANGENT TO SAID CURVE AT THE POINT OF BEGINNING BEARS N 15*14' E) TO THE INTERSECTION OF SAID CENTER LINE OF SURVEY AT ENGINEER'S STATION 327-58 AND THE NORTH BOUNDARY LINE OF SAID GRANTORS LAND, WHICH POINT IS 346 FEET NORTH AND 52 FEET WEST FROM SAID SE CORNER OF SEC 11, AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE STATE ROAD COMMISSION OF UTAH.

06-044-0034

BEGINNING AT A POINT 33 FT WEST & 645.5 FT NORTH OF SE CORNER OF SEC 02, T 12N, R 03W, SLM, RUNNING NORTH 303 FT, WEST 2607 FT, SOUTH 303 FT, EAST 2607 FT TO BEGINNING.

LESS: STATE HIGHWAY ALONG THE EAST SIDE OF PARCEL.

06-045-0031

BEG AT A PT 33 FT N & 1360 FT W OF SE COR OF NE/4 OF SEC 11 T12N R3W SLM, W 250 FT, N 578 FT, E 250 FT, S 578 FT TO BEG.

LESS: BEG AT A PT 1360 FT W & 611 FT N OF SE COR OF NE/4 OF SEC 11, W 150 FT, S 160 FT, E 150 FT, N 160 FT TO POB.

06-045-0028

BEGINNING AT A POINT 80 RODS WEST & 1838.0 FT SOUTH FROM NE CORNER OF SEC 11, T 12N, R 03W, SLM. THENCE WEST 256.2 FT; SOUTH 170.0 FT; EAST 256.2 FT; NORTH 170.0 FT TO POB.

06-046-0132

LTS 03 BLK 3 RTS. EXCLUSIVE OF RESERVATIONS.

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.

06-055-0114

PART OF THE SW/4 OF SEC 26, T 12N, R 3W, SLBM. BEG AT A POINT AT THE
INTERSECTION OF GARLAND CITY LIMITS AND THE E R/W LINE OF 6000 W ST
LOCATED 2672.31 FT N 00°55'16" W ALONG THE W LINE OF SAID SEC AND 33.00 FT N
88°56'25" E FROM THE SW CORNER OF SAID SEC 26; THENCE N 88°49'38" E 627.00 FT
ALONG THE N LINE OF GARLAND CITY LIMITS TO THE E LINE OF GARLAND CITY
LIMITS; S 00°55'16" E 1330.46 FT ALONG SAID E CITY LIMIT LINE TO THE N R/W LINE OF
THE O.S.L.R.R. FACTORY SPUR; S 88°20'20" W 178.15 FT ALONG SAID R/W; N 01°41'27"
W 65.71 FT; N 65°56'13" W 190.49 FT; N 19°20'38" W 74.72 FT; N 54°27'10" W 97.96 FT; N
85°05'48" W 173.82 FT TO THE E R/W LINE OF 6000 W ST; N 00°55'16" W 870.59 FT
ALONG SAID R/W; N 88°49'38" E 600.00 FT; N 00°55'16" W 150.00 FT; S 88°49'38" W 600.00
FT TO SAID R/W; N 00°55'16" W 16.50 FT ALONG SAID R/W TO THE POB.

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.

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.

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.

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

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

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.

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

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.

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.

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.

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.

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.

06-054-0002

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

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

06-052-0023

BEG 2 RDS W & 1 RD S OF NE COR OF S/2 OF NE/4 OF SEC 24, TWP 12N, R 3W, SLM, S 774.75 FT, W 1873.45 FT, N 559.65 FT, N22°10'E 234 FT, E 1781.4 FT TO BEG. LESS DEEDED TO DAN S SHAFFER. ALSO BEG 1320 FT S OF NE COR OF SEC, N 437 1/4 FT, W 158 RDS, S 437 1/4 FT, E 158 RDS TO BEG. LESS: BEG AT A PT 882.75 FT S & 33 FT W OF NE COR OF SEC 24, TH S 50 FT, TH W 2607.0 FT, TH N 50 FT, TH E 2607.0 FT TO POB. CONTG 54.01 ACRES.

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.

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.

06-047-0006

BEG AT NE COR OF E/2 NW/4 SEC 12 T12N R03W SLM, W 80 RDS, S 60 RDS, E 80 RDS, N 60 RDS TO BEG.

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.

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.

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.

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.

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.

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]

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

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

06-046-0062

LOT 03 BLK C RIVERSIDE SURVEY.

06-047-0082

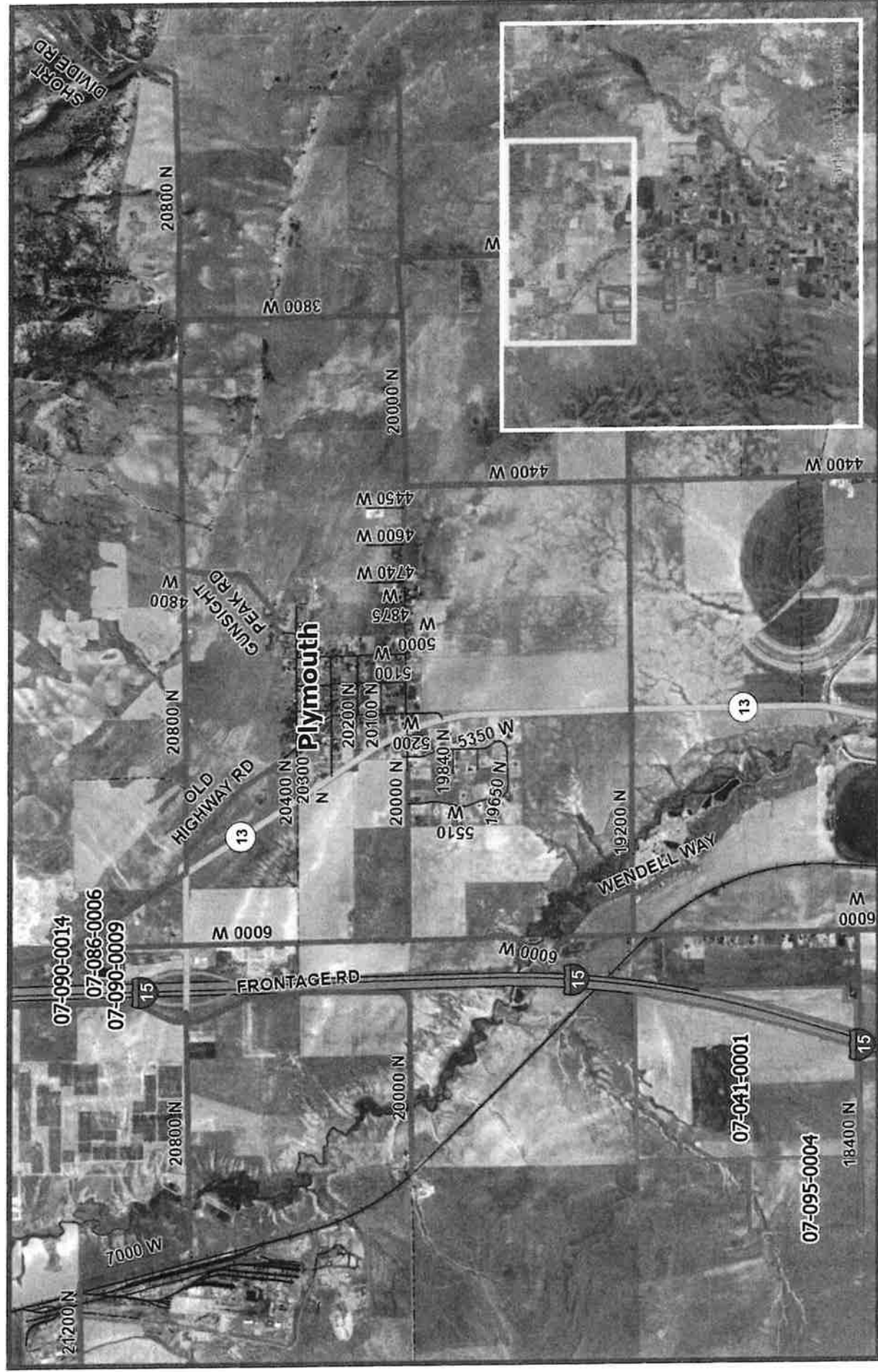
BEG 20 RDS S OF NW/4 SEC 12 T12N R03W SLM, S 40 RDS, E 80 RDS, N 40 RDS, W 80 RDS TO POB.

LESS: PT LOT 01 & ROAD R/W DEDICATED TO BOX ELDER COUNTY IN GLEN CAPENER SUB.

CONT 19.46 AC M/L.

Capener Riverside Ag Protection Area

Map 1 of 4



Legend

This is neither a plat nor a survey. It is to aid in locating the land indicated herein. No liability is assumed by reason of any reliance herein.

BOX
ELDER
COUNTY

Created: 4/15/2026

- Affected APA Parcels
- County B Road
- County D Road
- City Road
- Private Road
- Interstate
- Highway

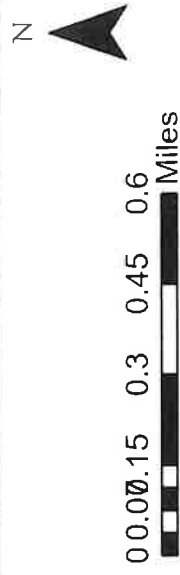
Roads

- Ramps
- County B Road
- County D Road
- City Road
- Private Road

0 0.1 0.35 0.7 1.05 1.4 Miles

Capener Riverside Ag Protection Area

Map 2 of 4



Legend

- Affected APA Parcels
- County B Road
- County D Road
- City Road
- Private Road
- Interstate
- Highway
- Ramps

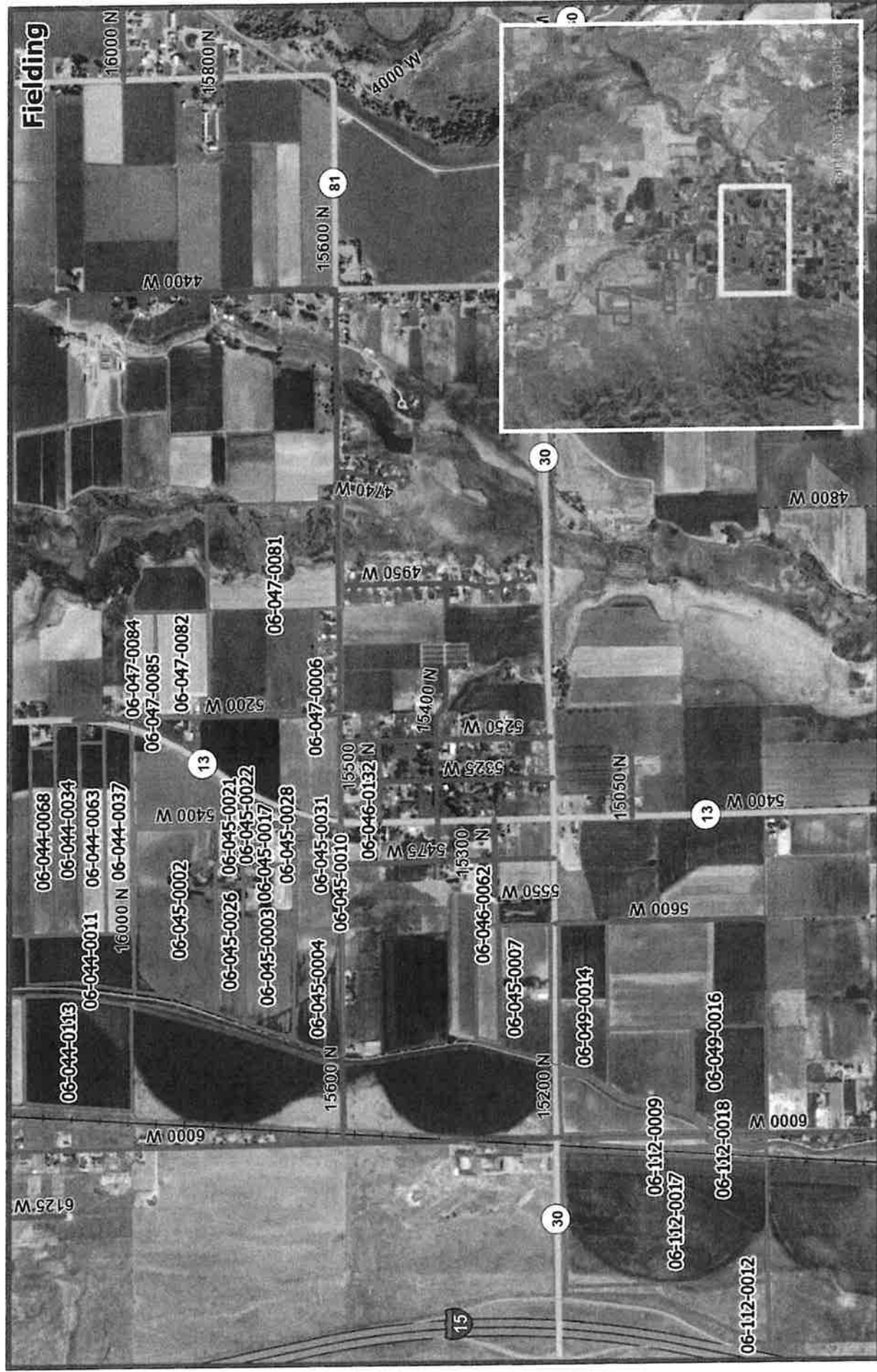
This is neither a plat nor a survey. It is to aid in locating the land indicated herein. No liability is assumed by reason of any reliance herein.

**BOX
ELDER
COUNTY**

Created: 4/15/2026

Capener Riverside Ag Protection Area

Map 3 of 4



This is neither a plat nor a survey. It is to aid in locating the land indicated herein. No liability is assumed by reason of any reliance herein.

**BOX
ELDER
COUNTY**

Created: 4/15/2026

Map 4 of 4



This is neither a plat nor a survey. It is to aid in locating the land indicated hereon. No liability is assumed by reason of any reliance hereon.

BOX ELDER COUNTY

Created: 4/15/2026



STATE OF UTAH

CONTRACT AMENDMENT

CONTRACT AMENDMENT

AMENDMENT # 5 To CONTRACT # 230348

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, Utah Attorney General's Office referred to as State Entity and, Box Elder County, referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. Contract period:

7/1/2022 (Original starting date)

6/30/2027 (Current ending date)

new ending date

2. Contract amount:

\$596,055.98 (Current contract amount)

\$192,258.00 (Amendment amount)

\$788,313.98 **new contract amount**
add current amount to amendment amount

3. **Other changes:** (attach other sheets if necessary):

Updated Scope of Work

Updated Attachment A: State of Utah Agency Standard Terms and Conditions for Goods and/or Services

4. Effective Date of Amendment: 07/01/2026

All other conditions and terms in the original contract and previous amendments remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

~~CONTRACTOR~~

Contractor's signature 7-22-2020
Date

Tyler Vincent Chairman
Type or Print Name and Title

STATE

Agency's signature
Date

NA, Contractor is Gov't Entity _____
Director, Division of Purchasing _____ Date _____

Agency Contract Dates	8/1/2011-12/31/2011	Agency Contract Dates	8/1/2011-12/31/2011
Agency Contract Dates	8/1/2011-12/31/2011	Agency Contract Dates	8/1/2011-12/31/2011

Box Elder County			CHILDREN'S JUSTICE CENTER						FY27			
EXPENSE CATEGORY			REVENUE SOURCES									
			STATE CONTRACT		LOCAL GOV		FEDERAL		FRIENDS		OTHER	
TOTAL EXPENSE			GRANTS & SE	ROLLOVER/ONE TIME FUNDS	LOCAL GOV CASH	LOCAL GOV INKIND	NCA (FEDERAL)	VOCAL/OTHER FED	FRIENDS (CASH)	FRIENDS (INKIND)	OTHER PRIVATE FUNDING	
CATEGORY 1 - CAPITAL EXPENDITURES												
A. Capital Improvements			Building	0								
Total			Grounds	0								
CATEGORY 2 - PROGRAM OPERATING												
A. Personnel			Director (3% COA)	78,369	58,777	19,592						
Total			78,369	0								
State @ 75%			58,777	0								
County @ 25%			19,592	0								
Total			78,369.00	0								
B. Benefits @ 73%			Director	57,209	42,907	14,302						
Total			57,209	0								
State @ 75%			42,907	0								
County @ 25%			14,302	0								
Total			57,209.00	0								
C. In-state Travel			Mileage (Local)	0								
Total			1,000.00	1,000	1,000							
D. Space			Mortgage	0								
			Rent	0								
			Janitorial	6,000	6,000							
			Ground Maintenance	0								
			Building Maintenance	0								
Total			6,000.00	0								
E. Utilities			Gas	2,000	2,000							
			Electric	0								
			Garbage	0								
Total			5,600.00	4,600	3,000	1,600						
F. Communications			Telephone	0								
			Cell Phone	720	720							
			Network Services	0								
			Internet Services	0								
Total			770.00	50	50							
G. Equipment / Furniture			Recording Equipment (yrlly maintenance)	2,800	2,800							
			Office Equipment	800	800							
			New laptops	0								
Total			3,600.00	0								
H. Supplies			Office supplies / tapes	400	400							
			Medical	0								
			Program Service Supplies	0	0							
			Advisory Board Meeting	400	400							
			MDT Meeting	3,000	3,000							
Total			3,800.00	0								
I. Miscellaneous			Printing	250	250							
			Peth Cast	0								
			Miscellaneous Services	0								
			Miscellaneous Supplies	800	800							
			NCA Membership Dues	0								
Total			1,050.00	0								
J. Conference/Training			NCA Leadership Registration	750	750							
			Hotel, Per Diem, Travel	2,500	2,500							
			Crime Victims Conference (2 people)	1,450	1,450							
			Symposium Registration (12 members)	1,800	1,800							
			Hotel, Per Diem, Travel (12 members)	3,000	3,000							
			Misc Expenses	500	500							
			MDT member Conference Trainings	38,854	38,854							
			Director Mgtg, Hotel, Per Diem, Travel	2,500	2,500							
Grand Total			51,354.00	0								
K. Professional Fees and			Translation	0								
Contract Services			Therapy Contracted Services	18,000	18,000							
Total			18,000.00	0								
TOTALS			227,752	192,258	0	35,494	0	0	0	0	0	
PERCENT OF TOTAL BUDGET			100%	84%	0%	16%	0%	0%	0%	0%	0%	



Department of Criminal Justice
Indigent Defense Commission

GRANT AGREEMENT SIGNATURE PAGE

CONTACT INFO

System: Box Elder County Grant No. 27D16 Period: July 1, 2026-June30, 2027
Check Mailing Address: 1 S Main St City: Brigham City Zip: 84302
Project Dir.: Michael McGinnis Email: cachevalleydefender@gmail.com Phone: (435) 535-6661
Managing Def: same Email: _____ Phone: _____

GRANT AWARD AND SYSTEM INDIGENT DEFENSE BUDGET SUMMARY

Expenditure Line Item	Award Budget	System Budget
Personnel Salaries	\$ 0.00	\$ 0.00
Personnel Fringe Benefits	\$ 0.00	\$ 0.00
Contracted Services	\$ 185,400.00	\$ 414,724.56
Equipment, Supplies, Operating Expenses (ESO)	\$ 0.00	\$ 0.00
Defense Resources	\$ 0.00	\$ 25,000.00
Other System Line Items	\$ 0.00	\$ 32,400.00
Mileage	\$ 0.00	\$ 0.00
Award and System Budget Totals	\$ 185,400.00	\$ 472,124.56
System Indigent Defense Budget Total		\$ 657,524.56

SIGNATURES

Through the Indigent Defense Commission, the state of Utah offers this grant award and agrees to pay the award contingent upon the recipient system meeting the requirements described in this agreement.

OIDS Exec. Dir. Name: Matthew Barraza Signature: _____ Date: 06/11/2026

The project director's initials by each attachment certify that (s)he has read and understood the grant award requirements set forth in these documents, and that (s)he agrees to abide by them.

Attachment A: Budget Detail and Payment Structure	Attachment D: Core System Principles
Attachment B: Terms, Assurances, and Conditions	Attachment E: Social Worker Agreement
Attachment C: Quarterly Reporting Schedule and Requirements	(if applicable)

The system accepts the IDC grant award and agrees to meet the requirements and abide by the provisions described in this agreement.

Project Director Signature: _____ Date: _____
Authorized System Representative Name: Theresa Vincent Title: Commissioner
Authorized System Representative Signature: [Signature] Date: 7-22-2026
Managing Defender Signature: _____ Date: _____



Department of Criminal Justice
Indigent Defense Commission

Unless otherwise approved by the OIDS Executive Director, system expenses must be paid prior to reimbursement and should be reported for the period in which the expense was incurred. For expenses incurred during a period but paid after the quarterly fiscal report has been submitted, a supplemental financial status report may be required. Reimbursement is contingent upon the system meeting minimum required spending amounts for each expense category as outlined in the Quarterly Payment Structure.

Fixed Quarterly Reimbursements

- The system must meet the minimum required system spending amount for the quarter before utilizing the grant reimbursed portion.
- Reimbursement requests should not exceed the quarterly grant amount budgeted for each line item. However, adjustments may be authorized by the OIDS Executive Director or Grant Program Manager as needed.
- Any costs exceeding the budgeted quarterly system spending and grant amount combined will be the system's responsibility and may count toward the system spending requirement for the following quarter.

"As Billed" Reimbursements

- The system must meet the established system spending requirement for a line item before utilizing the grant reimbursed portion of that item.
- Any costs exceeding the annual system spending and grant amount combined will be the system's responsibility and will count toward system spending.

BOX ELDER INDIGENT DEFENSE BUDGET (July 1, 2026 - June 30, 2027)							
Expense Category	Expense Line Item	Total Cost	IDC Grant Award	System Spending	Expense Structure	Quarterly Grant Payment	Quarterly System Spending
Personnel		\$0.00	\$0.00	\$0.00	N/A		
Fringe		\$0.00	\$0.00	\$0.00	N/A		
Contracted	Managing Defender Services Pass-through to Cache*	\$98,700.00	\$30,000.00	\$68,700.00	Fixed	\$7,500.00	\$17,175.00
	Administrative Assistant	\$45,784.56	\$30,000.00	\$15,784.56	Fixed	\$7,500.00	\$3,946.14
	Primary Adult District Contract	\$96,000.00	\$49,524.00	\$46,476.00	Fixed	\$12,381.00	\$11,619.00
	Second Adult District Contract	\$96,000.00	\$0.00	\$96,000.00	Fixed	\$0.00	\$24,000.00
	Primary Juvenile & Parental Defense Contract	\$96,000.00	\$55,728.00	\$40,272.00	Fixed	\$13,932.00	\$10,068.00
	Parental and Delinquency Conflicts	\$63,000.00	\$2,148.00	\$60,852.00	Fixed	\$537.00	\$15,213.00
	Justice Court/Mental Health Court/Conflicts	\$68,640.00	\$18,000.00	\$50,640.00	Fixed	\$4,500.00	\$12,660.00
	Drug Court Attorney	\$36,000.00	\$0.00	\$36,000.00	Fixed	\$0.00	\$9,000.00
	Child Welfare Social Worker shared w/ Cache**	\$0.00	\$0.00	\$0.00	N/A		
Equipment, Supplies, & Operating Expenses (E.S.O.)	Fixed E.S.O.	\$0.00	\$0.00	\$0.00	Fixed	\$0.00	\$0.00
	Other E.S.O.	\$0.00	\$0.00	\$0.00	N/A		
	Defense Resources & Reserves	\$25,000.00	\$0.00	\$25,000.00	As billed		
	Training & Related Travel	\$0.00	\$0.00	\$0.00	N/A		
	Indigent Defense Capital Fund	\$32,400.00	\$0.00	\$32,400.00	As billed		
Travel	Mileage	\$0.00	\$0.00	\$0.00	N/A		
Totals:		\$657,524.56	\$185,400.00	\$472,124.56			

*Box Elder County pays Cache County for shared managing defender's services

** Cache County carries the contract but the social worker serves Box Elder County as well



Department of Criminal Justice Indigent Defense Commission

STANDARD TERMS

Authorized System Representative	A public official authorized to sign financial agreements for and on behalf of a local government entity, e.g. city mayor, city manager, county mayor, county manager, county council chair, county commission chair.
Award Recipient or Grantee	An indigent defense system receiving IDC grant funds.
Commission or IDC	Utah Indigent Defense Commission
Indigent Defense Resources	Resources necessary to provide an effective defense for an indigent individual, including but not limited to investigators, experts, interpreters, second chairs or co-counsel, scientific or medical tests, transcripts, and printing and mailing costs of legal documents. Typically conflict counsel is not included in this category.
Indigent Defense Service Provider	A court-appointed attorney or entity representing an indigent individual pursuant to (a) a contract with an indigent defense system to provide indigent defense services; or (b) an order issued by the court under Utah Code Subsection 78B-22-203(2)(a).
Indigent Defense Services	(a) The representation of an indigent individual by an indigent defense service provider; and (b) the provision of indigent defense resources for an indigent individual.
Indigent Defense System or System	(a) A city or town that is responsible for providing indigent defense, or (b) a county that is responsible for providing indigent defense services in the district court, juvenile court, and the county's justice courts; or (c) an interlocal entity, created pursuant to Utah Code 11-13, the Interlocal Cooperation Act, that is responsible for providing indigent defense services according to the terms of an agreement between a county, city, or town.
Managing Defender	An indigent defense service provider with the role of coordinating attorneys, staff, and resources related to providing indigent defense services in a system or across multiple indigent defense systems.
OIDS or Office	Office of Indigent Defense Services, responsible for the Commission's administration and operations.
Project Director	An individual responsible for the administration, management, and oversight of the grant award on behalf of the indigent defense system receiving IDC grant funding. The Project Director has the ultimate responsibility for compliance with the terms of the grant agreement, Utah law, quarterly reports, invoices, and payment information. A grantee system may delegate all or some of the Project Director's duties to a Managing Defender.
State Entity	IDC, OIDS, or another state of Utah government agency.
Sub-grantee	Any entity or individual who is paid with IDC grant funds by the award recipient indigent defense system, such as contractor(s) for services.



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System Spending The portion of the grant recipient system's indigent defense budget and costs that are not reimbursable by the grant award.

ASSURANCES

1. **IDC AUTHORITY AND DUTIES:** The system assures it recognizes the Utah Indigent Defense Commission's powers and duties as authorized in Utah Code 78B-22-404.
2. **SYSTEM FINANCIAL MANAGEMENT:** The system assures it possesses the responsibility, financial management, fiscal integrity, and financial capability necessary to administer IDC grant funds adequately and appropriately; that its financial management system can record and report on the receipt, obligation, and expenditure of grant funds; and that its financial management system is integrated with an adequate structure of internal controls to safeguard assets and cash management procedures. The system further assures that all IDC grant-related books, records, and accounts shall be maintained in accordance with all applicable regulations and standards and accurately reflect the true nature of the transactions they record in all material respects. The financial statements of the system shall conform in all material respects to generally accepted accounting principles and the system's accounting policies. While the Project Director has the ultimate responsibility for financial oversight and management of the IDC grant funding, some or all grant-related financial reporting and record keeping duties may be delegated to a sub-grantee, i.e. Managing Defender.
3. **SYSTEM INDIGENT DEFENSE BUDGET:** The system assures its system spending baseline indigent defense budget equals or exceeds the preceding three fiscal years' average annual system spending on indigent defense services; and that during the current fiscal year, the system reasonably anticipates maintaining indigent defense system spending, at the minimum, at the level set forth in the grant payment structure and grant award agreement.
4. **SUPPLANTING PROHIBITION:** The system assures IDC grant funds shall not supplant system spending on indigent defense services. This means that the system shall not reduce or reallocate to other purposes local indigent defense funds because of the existence of state funds. Rather, the IDC grant award must increase or supplement the total funding available for indigent defense services.
5. **SYSTEM RECORDS MANAGEMENT AND RETENTION:** The system assures is has a process to store and preserve relevant IDC grant-related programmatic documents and financial records according to the approved retention schedule (CCJ Records Retention Series 28161, State Grant Program Files), and to allow the OIDS access to the system's programmatic documentation, financial records, written policies and procedures, audit compliance records, and internal controls for the purpose of ensuring grant funds are spent and disbursed efficiently as authorized by the Utah legislature and the Indigent Defense Commission.
6. **SYSTEM INDIGENT DEFENSE SERVICES MONITORING AND MANAGEMENT:** The system assures it is willing and able to monitor and manage attorney and system performance. Critical to this capacity is collecting, reviewing, and reporting quarterly to the OIDS reliable data and information about indigent defense services and the quality of representation the system is providing. While the Project Director has the ultimate responsibility for programmatic oversight, management, and reporting, some or all duties may be delegated to a Managing Defender.
7. **DEFENSE COUNSEL'S FREEDOM FROM CONFLICT:** The system assures that defense counsel, whether employed or contracted with by the system, are free to defend clients zealously, based on counsel's own judgment and without fear of termination, reduction in compensation, reduction in staff, or reduction in defense resources.
8. **DEFENSE FUNCTION'S INDEPENDENCE:** The system assures it is working diligently toward ensuring that the selection, funding, and payment of defense counsel and indigent defense services are independent of the judiciary and the prosecution.
9. **REPORTING REQUIREMENTS:** The system assures it will comply with the OIDS quarterly grant reporting schedule and requirements outlined in Attachment C. The system's officers, employees, and contractors must report honestly



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and accurately all business and legal transactions. Accurate record keeping and reporting are essential to the system's ability to meet legal and regulatory obligations, including specific obligations relating to the system's

transactions with the Commission, OIDS, and other governmental entities. While the Project Director has the ultimate responsibility for compliance, some or all IDC grant-related programming and financial reporting and record keeping duties may be delegated to a Managing Defender.

10. **COMPLIANCE WITH LAWS, RULES, POLICIES:** The system assures it will comply with its own written Accounting, Personnel, Purchasing, and Procurement rules, policies and procedures, excepting travel where the state of Utah per diem rates for reimbursements take precedence. If the system has not adopted such written policies and procedures, the state Accounting Policies and Procedures, state Purchasing Policies and Procedures, state Human Resources Rules, the Utah Administrative Code, and other applicable state policies and procedures are to be complied with in expending IDC grant funds.
11. **THIRD PARTY COOPERATION:** The system assures it will require all third-party contractors and sub-grantees to cooperate and participate with the OIDS in quarterly reporting, as well as in any investigations, audits, reviews, or monitoring activities of indigent defense services and IDC grant awards by OIDS or other governmental entities.
12. **THIRD-PARTY INDIGENT DEFENSE SERVICE CONTRACTS:** The system assures that it will have on file a current written contract for all indigent defense service providers engaged presently who are not directly employed by the system, and that it will provide copies of those contracts to OIDS. Furthermore, system assures that it will keep OIDS abreast of any provider contract changes.
13. **SUB-GRANTEE ACCOUNTABILITY FOR COMPLIANCE:** The system assures sub-grantees shall be held accountable for complying with applicable Assurances, Certifications, and Conditions set forth in the system's grant agreement through incorporating appropriate language into each agreement, contract, or other document under which IDC grant funds are to be expended by the sub-grantees.
14. **MANDATORY CONTINUING LEGAL EDUCATION:** The system assures that its indigent defense service providers, whether employees or contractors, shall comply with the Utah State Bar mandatory continuing legal education requirements for maintaining licensure. OIDS strongly recommends that defenders attend a minimum of four hours of specialized training in the area(s) of their practice annually. To facilitate specialization, OIDS provides free monthly CLEs to defenders in adult criminal defense, juvenile delinquency defense, and appellate advocacy.
15. **FUNDING FOR SYSTEM POSITIONS:** The system assures that IDC grant funds shall not be used to compensate its officers and employees unless they are employed at least part-time as indigent defense service providers or support staff in public defense.
16. **CASE MANAGEMENT SOFTWARE:** The system assures that its indigent defense providers, whether employees or contractors, will use case management software to facilitate better record keeping, reporting, and organization. To facilitate utilizing the DefenderData case management software, OIDS pays Justice Works directly for the cost of DefenderData licenses. Contingent upon funding availability, additional DefenderData licenses may be considered on an individual basis at the discretion of the OIDS Executive Director.

CERTIFICATIONS

1. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY:** The system certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Should the system be unable to certify the above statement in whole or in part, it shall submit a written explanation to the Commission. The system must notify OIDS in writing within 30 days if it is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded



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from participation in any contract by a governmental entity during the grant period covered in the grant agreement.

2. **CERTIFICATION REGARDING DRUG-FREE WORKPLACE:** The system certifies that it complies with the Drug-Free Workplace Act and the Utah Administrative Rule R477-14, Substance Abuse and Drug-Free Workplace.
3. **CERTIFICATION REGARDING COMPLIANCE WITH LAWS, RULES, AND REGULATIONS:** The system certifies that its officers, employees, and contractors should endeavor to deal honestly, ethically, and fairly with clients and other parties involved in the provision of indigent defense services, and that they shall comply with applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including professional licensure and certification requirements, while the IDC grant agreement is effective.

CONDITIONS

I. GENERAL

- I.1. **FUNDING AVAILABILITY:** State funding is appropriated by the Utah legislature. Availability of funding is subject to legislative appropriations. Funding awarded to recipients under the grant agreement may be reduced or withdrawn upon a written notice from the IDC should the legislature reduce, withdraw, or not renew funding appropriations.
- I.2 **FUNDING PRIORITIES:** IDC grant funding is awarded based on the following Priority Tier Levels:
 - Tier 1 – Renew existing indigent defense positions.
 - Tier 2 – New managing defender or grant-focused administrative assistant positions that oversee at least three indigent defense service providers.
 - Tier 3 – Attorney capacity increases recommended based on the latest System Needs Evaluation results and budget and spending trends.
 - Tier 4 –Other capacity increases recommended by OIDS or requested by the system and agreed upon through a collaborative process.
 - Tier 5 – Other requests.
- I.3. **AWARD AVAILABILITY AND OBLIGATION OF FUNDS:** The grant award is available during the grant period, starting on July 1st and ending on June 30th of the following calendar year. Grant funds may not be obligated for new grant-funded positions, goods, and services prior to the grant period effective date. Grant funds related to defense resources and other such goods and services may not be obligated after the termination date of the grant period. Obligations that are outstanding as of the termination date shall be liquidated within 30 days. Such obligations must be related to goods or services provided and utilized by sub-grantees within the grant period.
- I.4. **NON-APPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** The IDC grant agreement may be terminated or the available grant funds may be reduced at the sole discretion of the Indigent Defense Commission if (i) a change in federal or state legislation or applicable laws materially affects the ability of either party to perform under the terms of the agreement; or (ii) a change in available funds affects the Commission's ability to pay under the agreement. In the event of termination or award modification, the Commission will provide a written notice to the system 30 days in advance of the specified termination or modification effective date.
- I.5. **INDEMNITY:** Both parties to the IDC grant agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this agreement shall be construed as a waiver by either or both parties of any rights, limits, protections, or defenses provided by the Act. Nor shall this agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this agreement is otherwise entitled. Subject to and consistent with the act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between the parties.
- I.6. **REGIONALIZATION:** Systems that regionalize indigent defense services across two or more counties and/or cities must enter into a Memorandum of Understanding or similar written agreement. The MOU must be consistent with



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the intent and purpose of the IDC grant award and its terms and conditions, including the IDC Core System Principles, and with Utah law to ensure effective provision of indigent defense services in the pertinent systems, whether they are involved directly and indirectly in grant awards. A copy of the signed MOU must be submitted to OIDS.

II. USE OF THE AWARD

II.1. **USE OF THE AWARD:** IDC grant funds are to be expended only for the purposes and activities authorized by the Indigent Defense Commission in the budget detail set forth in Attachment A of the grant agreement. Upon a written request by the system, the Commission or OIDS Executive Director may authorize budget modifications to increase, decrease, or move grant funds from one budget category to another during the grant period as deemed appropriate.

II.2. **APPROVED AWARD BUDGET CATEGORIES AND ACTIVITIES:**

- a. **Personnel Salaries:** Wages or salaries paid to full-time and part-time personnel and officers employed by the system.
- b. **Personnel Fringe Benefits:** Non-wage allowances and services provided by the system to its full-time and part-time employees and officers in addition to their normal wages or salaries.
- c. **Contracted Services:** Costs of any person or entity obligated to provide indigent defense services, administrative services, or defense resource services to the system under a contract or agreement. Contractors are not considered to be employees or officers of the system. By definition, IDC grant-funded contractors are the grantee system's sub-grantees.
- d. **Equipment, Supplies, Operating Expenses:** Costs of these items may be approved on a case-by-case basis at the discretion of the Indigent Defense Commission or OIDS Executive Director.
- d. **Defense Resources:** Costs of indigent defense resources, such as investigators, experts, second chairs, court transcripts, and printing. Conflict counsel is typically not included in this budget category. Defense resource providers may or may not be considered to be the grantee system's sub-grantees. Upon a written request from the system, other defense resource costs may be approved by the Indigent Defense Commission or OIDS Executive Director.
- e. **Mileage:** Transportation costs incurred by system employees and contractors for travel related directly to representing indigent clients, such client visits and court appearances. See the Mileage Reimbursement condition for details.
- f. **Other:** Subject to the limitation and approval of the Indigent Defense Commission, other expenses related to providing indigent defense services may be allowable and reimbursable by the IDC.

II.3. **NONALLOWED EXPENDITURES:** Award funds may not be used a) to pay for services or items that are not part of the approved grant budget or separately approved by the Commission or OIDS Executive Director; b) to purchase land; or c) to pay for construction projects.

III. PAYMENTS AND GRANT FUNDS

III.1. **AWARD PAYMENTS:** Payments are made as reimbursements of actual costs accrued by the system. Based on the quarterly financial status report the system submits in the state grant management system (GMS), OIDS will reimburse the system for approved indigent defense expenses in accordance with the award payment structure set forth in Attachment A of the IDC grant agreement. System spending takes priority over grant spending. This means that the quarterly budgeted system spending is utilized first to cover the costs before grant funds are used to cover the remaining balance. Should the line item expense exceed both the budgeted quarterly grant and system spending, the remaining balance is applied to system spending even if the budgeted quarterly system spending is exceeded. Grant reimbursement payments can be adjusted to correct overpayment, underpayment, or disallowed costs that



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are found as a result of monitoring, review, inspection, or audit. Upon a written request in advance, the OIDS Executive Director may authorize exceptions to payment arrangements as deemed appropriate.

- III.2. **GRANT MODIFICATION BY A SYSTEM:** A system must obtain prior written approval from the Commission or OIDS Executive Director to modify its grant award. Such modifications may include but not be limited to changes in (a) activities, designs, or objectives; (b) system Project Director or key professional personnel identified in the grant agreement; or (c) approved system indigent defense budget and budget categories.
- III.3. **COSTS EXCEEDING SET LINE-ITEM GRANT BUDGET:** Should the costs for a grant-funded line item exceed the budgeted annual grant amount, the system shall be responsible for the excess spending, unless other arrangements are agreed in writing between the system and the Commission or OIDS Executive Director. Such arrangements may or may not require a grant modification.
- III.4. **UNUSED AWARD FUNDS:** Obligated but unused grant funds remain with the Indigent Defense Commission, and they shall not carry over to the next grant year.
- III.5. **NON-EXPENDABLE PROPERTY:** The system shall retain ownership of nonexpendable property acquired with IDC grant funds for indigent defense purposes. Property shall be disposed of according to system policy.

IV. CORRECTIVE ACTION AND TERMINATION OF THE GRANT AGREEMENT

- IV.1. **DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR CAUSE:** Should the Indigent Defense Commission, OIDS, or another state entity determine that the system has materially breached any term or condition of the grant agreement; and that the system has not responded within 10 days to a written request to remedy the issue(s) or has not complied with a corrective action plan within 60 days, and therefore the default remains, the Commission reserves the right to take one or more of the following actions:
- Withhold reimbursements temporarily.
 - Disallow all or part of the cost of grant activities.
 - Demand full refund of any payment made to the system under the agreement for services that do not conform to the agreement.
 - Suspend all or part of award activities.
 - Terminate the entire grant award or part of the award activities.
 - Withhold or deny future funding.
 - Pursue other remedies legally available.

Time allowed for remedy or corrective action will not diminish or eliminate the system's liability for damages.

Likewise, should the Commission or OIDS materially breach any term or condition of the IDC grant agreement and fail to respond within 10 days to the system's written notification to correct and cease the violation(s), the system may terminate the agreement for cause immediately, prior to the expiration date.

Upon termination of the agreement by either party, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services ordered prior to the date of termination.

- IV.2. **TERMINATION FOR CONVENIENCE WITHOUT CAUSE:** The system or the Indigent Defense Commission may terminate the IDC grant agreement, in whole or in part, for convenience, without cause, at any time prior to the agreement expiration date by mutual agreement in writing. The party seeking termination must submit a written notice to the other party 30 days in advance of the specified expiration date.
- IV.3. **FORCE MAJEURE:** Neither party to the IDC grant agreement shall be held responsible for delay or default caused by fire, riot, acts of God, disease, state of emergency, executive order, war, or another event which is beyond the party's reasonable control. Either party may terminate the grant agreement after determining that such delay will prevent successful performance of the agreement.



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IV.4. FINANCIAL OBLIGATIONS UPON TERMINATION: In the event the IDC grant agreement is terminated prior to the expiration date, whether for cause or for convenience, by either party, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services ordered prior to the date of termination. The system agrees that upon termination of the agreement, the system's sole remedy and monetary recovery from the Indigent Defense Commission or the state of Utah is limited to full payment for all services properly performed as authorized under the grant agreement up to the date of termination, as well as any reasonable monies owed as a result of the system having to terminate other contracts necessarily and appropriately entered into by the system pursuant to this agreement.

V. EMPLOYMENT AND POSITIONS

V.1. EMPLOYMENT DISCRIMINATION PROHIBITION: The system agrees to abide by the following employment laws:

- Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin.
- Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex.
- 45 CFR 90, which prohibits discrimination on the basis of age.
- Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities.
- Utah Executive Order dated December 13, 2006, which prohibits unlawful harassment in the workplace.

The system further agrees to abide by any other laws, regulations, or orders that prohibit discrimination of any kind by the system's officers, employees, or third-party contractors.

V.2. GRANT-FUNDED POSITIONS: Prior to posting a grant-funded position, the system or sub-grantee agrees to provide OIDS with a copy of the job description or request for proposal (RFP) for review.

V.3. ADDITIONAL PAY OR BENEFITS: The system agrees that indigent defense services providers, whether employees or contractors, will not accept additional payments or other benefits outside of their contracts or employment agreements for representing court-appointed clients.

VI. GRANT MONITORING AND SYSTEM AUDIT

VI.1. MONITORING, INSPECTION, AND AUDIT: The Indigent Defense Commission, OIDS, or another state entity duly authorized to monitor, inspect, or audit state funds shall have access to the system's and its sub-grantees' programmatic documentation, financial records, written policies and procedures, audit compliance records, and internal controls for the purpose of ensuring that grant funds are spent and disbursed efficiently as authorized by the Utah legislature and the Indigent Defense Commission.

VI.2. AUDIT REPORTS: Should the system or its sub-grantee(s) be a subject of a local, state, or federal audit, the system agrees to provide OIDS with a copy of the audit report.

VII. RECORDS RETENTION AND GRAMA

VII.1. RECORDS RETENTION: In accordance with the Commission on Criminal and Juvenile Justice (CCJJ) Records Retention Series 28161, State Grant Program Files, the system shall retain IDC grant award programmatic and financial records seven years after final action. Such records may include but not be limited to grant proposals and applications; contracts and agreements; reports; invoices and receipts; proofs of payment; correspondence and memoranda; and other records relating to receipt, review, award, evaluation, status, and monitoring of grants; and allocation of funds and system indigent defense services budgets and spending.

VII.2. GRAMA: Records relating to the receipt and disposition of IDC grant awards that are prepared, owned, or retained by the system, Indigent Defense Commission, or OIDS are subject to the state of Utah Government Records Access



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and Management Act (GRAMA). Such records may include but not be limited to grant proposals and applications; contracts and agreements; reports; invoices and receipts; proofs of payment; correspondence and memoranda; and other records relating to receipt, review, award, evaluation, status, and monitoring of grants; and allocation of funds and system indigent defense services budgets and spending. Therefore, unless restricted access to certain records is allowed by law, the public may request access to them. Neither the system nor state entities are obligated to report GRAMA requests.

VIII. THIRD PARTY AGREEMENTS, OTHER DOCUMENTS, AND COPYRIGHT

VIII.1. THIRD PARTY AND SUB-GRANTEE CONTRACTS AND AGREEMENTS: The system may not enter into a contract or agreement with a third party or sub-grantee for the purpose of executing grant-related activities or providing indigent defense services unless such a contract or agreement is incorporated into the grant agreement or approved in advance by the Commission. Any such arrangement shall ensure that the system will retain ultimate control and responsibility for the IDC grant award, and that the system shall be bound by these grant conditions and any other requirements applicable to the award. Furthermore, the system shall provide OIDS with current copies of its indigent defense related third-party and sub-grantee contracts and agreements.

VIII.2. DESCRIPTION OF STATE FUNDING IN PUBLIC DOCUMENTS: Statements, press releases, requests for proposal, bid solicitations, and other documents describing IDC-grant-funded positions or programs publicized by the system must clearly state (a) the percentage of the total cost of the position or program that will be financed with the IDC grant award, and (b) the dollar amount of the grant funds for the position or program.

VIII.3. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS: As permitted by law, the system may copyright original intellectual property created in the course of IDC grant-funded activities, including computer programs (the term "computer programs" includes executable computer programs and supporting data in any form), writings, sound recordings, pictorial reproductions, drawings, or other graphical representations, and other works of similar nature. However, the Commission and OIDS reserve the right to reproduce, publish, and use in whole or in part such intellectual property and materials royalty-free and to authorize others to do so.

IX. ADDITIONAL FUNDING POOLS

Outside of the regular grants, the Utah Indigent Defense Commission has additional funding pools that can be utilized by systems in the 3rd – 6th class counties for travel and defense resources reimbursements. Reimbursements are contingent upon the availability of funding, and requests are approved on a case-by-case basis at the discretion of the OIDS Executive Director. While a system is not required to be a grant recipient to access these funding pools, it is required to enter into a written agreement with the Commission and to comply with the data reporting requirements.



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Continuing funding and IDC quarterly grant reimbursements are contingent upon the system submitting complete reporting as outlined below. Instructions and links to the reporting documents will be emailed to project directors and managing defenders about three weeks before the reporting is due each quarter.

First Quarter (July 1 – Sept 30) Due October 20th

- System Progress Narrative
- Quarterly Financial Report – Reimbursement Request (GMS)
- System Indigent Defense Service Provider Contracts Update

Second Quarter (Oct 1 – Dec 31) Due January 20th

- System Needs Evaluation (This serves both as required reporting for the current grant and as part of next year's grant application)
- Attorney Caseload Surveys (This serves both as required reporting for the current grant and as part of next year's grant application)
- Quarterly Financial Report – Reimbursement Request (GMS)

Third Quarter (Jan 1 – Mar 31) Due April 20th

- System Progress Narrative
- Quarterly Financial Report – Reimbursement Request (GMS)
- System Indigent Defense Service Provider Contracts Update

Fourth Quarter (Apr 1 – June 30) Due July 15th (End of the state government fiscal year)

- System Needs Evaluation
- Attorney Caseload Surveys
- Quarterly Financial Report – Reimbursement Request (GMS)



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USER STATEMENT

This document, adopted by the Indigent Defense Commission in August 2017, sets forth core principles for the provision of indigent defense representation in the state of Utah. These principles are intended to encompass the provision of indigent defense services in three defined areas of practice: criminal defense, delinquency defense, and parental defense. Utah law delegates the provision of indigent defense services to its local governments.

The purpose of these principles is threefold:

1. Provide guidance to government officials, policymakers, and entities charged with providing, overseeing, assessing, and/or funding indigent defense systems.
2. Provide a yardstick for measuring the extent to which an indigent defense system ensures that individual attorneys within that system have the knowledge, ability, resources, and independence necessary to provide effective representation.
3. Encourage appointed counsel to provide a high standard of representation and promote professionalism in the representation of indigent individuals in Utah.

THE INDIGENT DEFENSE COMMISSION

The Indigent Defense Commission was created by legislation in 2016 to help the state ensure its indigent defense services are consistent with the United States and Utah Constitutions, and Utah law. Its membership includes key leaders in state and local government, criminal defense, and indigent defense services. The Commission works with the state, local governments, indigent defense providers, and other stakeholders to provide guidance on standards for constitutional representation, gather data and information about indigent defense service provision, award grants to improve indigent defense services, and support the regionalization of indigent defense services throughout the state.

PRINCIPLE 1/ ORGANIZATIONAL CAPACITY OF DEFENSE SYSTEM IS SUFFICIENT TO ENSURE COMPLIANCE WITH CORE PRINCIPLES

A system's ability to meet the principles articulated herein requires a threshold structural and resource capacity—for example, an adequate budget, administrative resources, and the ability to monitor attorney and system performance. Critical to this capacity is the collection and regular review of reliable data and information about the services and quality of representation the system is providing. If an indigent defense system lacks such capacity, efforts must be made to improve the system's organization—for example, through adopting a managed assigned counsel (MAC) system, public defender office, and/or through pursuing interlocal, resource-sharing agreements.

PRINCIPLE 2/ SYSTEM PROVIDES COUNSEL TO ALL ELIGIBLE DEFENDANTS, MINORS, AND RESPONDENTS WHO DO NOT KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY WAIVE COUNSEL

Rights. The U.S. Constitution, the Utah Constitution, and Utah law guarantee the right to counsel. That right extends under Utah law to all accused persons facing any possibility of incarceration or detention, and to parents/legal guardians subject to child welfare proceedings and/or petitions to terminate their parental rights, regardless of financial status.



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Responsibilities. Systems must ensure individuals facing these proceedings, who are unable to afford counsel, are provided counsel at government expense. Systems must also ensure the presence of defense counsel at all court proceedings, to avoid creating practical barriers to appointment or any pressure to waive counsel.

Restrictions. If a system seeks to recover/recoup public defender fees, it must strictly adhere to the statutory limitations and processes, to avoid undermining the right to counsel. A system may not, for example, assess fees without individualized assessments for each convicted individual, as statute requires the court to consider financial resources and the burden any fee will cause before imposing it. Systems reinvest any recouped funding in indigent defense services.

PRINCIPLE 3/ SYSTEM PROVIDES PROPER SCOPE OF REPRESENTATION

● *Principle 3A/ Scope of Representation: Attorney Activity*

Effective representation requires attorney activity that meaningfully addresses the allegations facing each client. Accordingly, indigent defense systems shall ensure that attorneys are regularly engaged in a scope of practice wherein the attorney will:

- Develop a theory of the case that guides the case strategy.
- Pursue available evidence through discovery and investigation.
- Examine and review all available evidence.
- File appropriate motions.
- Advise the client on the strengths and weaknesses of the state's case and on all implications of a plea offer, including direct and collateral consequences of accepting the plea offer.
- Litigate or adjudicate the allegations, unless a plea offer is consistent with the client's expressed wishes and represents a benefit to the client.
- Use investigative and other defense resources, as appropriate.

● *Principle 3B/ Scope of Representation: Stages of the Proceedings*

Early Appointment. Systems must ensure that as soon as feasible, defense counsel is assigned and notified of appointment, and indigent individuals are notified of the identity of assigned counsel and how to contact counsel.

Continuity. Systems must ensure an indigent individual has access to counsel at all critical stages of criminal proceedings, and in delinquency and child welfare proceedings that indigent individuals have counsel to represent them at all stages of the juvenile court proceedings.

Consistency. Systems must ensure representation commences in a timely manner, extends for the proper period of representation, and proceeds with reasonable continuity, unless the client's needs dictate otherwise—meaning the same attorney must continuously represent a client, where feasible, until a case concludes.



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PRINCIPLE 4/ SYSTEM PROVIDES REPRESENTATION THAT IS INDEPENDENT AND FREE FROM INTERFERENCE

Indigent defense counsel's primary and most fundamental responsibility is to promote and protect the interests of the client. A system must ensure defense counsel is free to defend clients zealously, based on counsel's own judgement, and without fear of termination, reduction in compensation, reduction in staff, or reduction in defense resources. The selection, funding, and payment of defense counsel should be independent of the judiciary and the prosecution.

PRINCIPLE 5/ SYSTEM RECOGNIZES DISTINCT AREAS OF SPECIALIZATION WITHIN INDIGENT DEFENSE

Indigent defense encompasses distinct areas of practice: criminal defense, delinquency defense, parental defense, and appellate advocacy. Each is its own area of specialization, requiring skills and knowledge distinct from what is required to practice in any other area. Indigent defense systems must separately account for criminal defense, delinquency defense, parental defense, and appellate advocacy in their employment and contracting arrangements.

PRINCIPLE 6/ SYSTEM ENSURES THE RIGHT TO APPEAL

Indigent defense systems must provide counsel for any first appeal of right and must separately account for the provision of appellate services to ensure the right to appeal.

PRINCIPLE 7/ SYSTEM PROVIDES REPRESENTATION THAT IS FREE FROM CONFLICTS OF INTEREST

Effective representation is representation that is zealous, diligent, and free from conflicts of interest—as defined in the Utah Rules of Professional Conduct. Indigent defense systems shall ensure that defense counsel manages conflicts of interest issues as required by the Utah Rules of Professional Conduct. Systems shall provide appropriate employment and separate arrangements to account for conflict cases. Those arrangements shall not create for defense counsel a financial disincentive to declare a conflict.

PRINCIPLE 8/ SYSTEM PROVIDES EFFECTIVE REPRESENTATION

Effective representation depends upon the zealous advocacy of qualified counsel, who receives training, has appropriate caseloads, has access to defense resources, and is properly compensated.

- ***Principle 8A/ Qualifications and Training***

Indigent defense systems must ensure defense counsel's ability, training, and experience match the complexity of the case. Systems must require counsel to receive continuing legal education in the areas indigent defense representation in which they practice.

- ***Principle 8B/ Appropriate Caseloads***

Indigent defense systems must control defense counsel's total workload (including private and indigent caseloads in other jurisdictions) to allow for effective representation of each client. Total



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caseload must be set at a level that allows defense counsel to undertake the scope of work required to test the state's evidence in a meaningful way in each case.

- ***Principle 8C/ Access to Defense Resources***

Indigent defense systems must equip defense counsel with the tools necessary to provide effective representation, by providing access to defense resources, which may include "costs for a competent investigator, expert witness, scientific or medical testing, transcripts, and printing briefs," social workers, interpreters, and forensic services.

Systems must avoid conflicts or disincentives for defense counsel—for example, flat rate contracts where counsel pays for services from their compensation, or procedures requiring defense counsel to reveal a request for resources to prosecutors.

- ***Principle 8D/ Proper Compensation***

Indigent defense systems must adopt appropriate rates and methodologies of compensation, sufficient to attract qualified applicants and to incentivize effective representation, which take into account the time, work, and complexity required to provide effective representation.

Indigent defense systems must avoid employment or contracting arrangements that create disincentives for effective representation—for example, flat fee contracts that provide no limit on the cases defense counsel will be assigned. Systems must provide counsel with the ability to seek additional compensation for extraordinary cases, or additional attorneys when caseloads are too high.



Department of Criminal Justice
Indigent Defense Commission

An indigent defense services system that receives funding for a social worker may directly employ or enter into a contract with a social worker to participate in an interdisciplinary legal team. Whether the system employs or contracts with a social worker, the system will ensure that the worker complies with the following requirements and conditions, and with social worker practice standards established by the Indigent Defense Commission (IDC).

1. The system may employ or contract with a social worker whose qualifications meet the requirements stated in section 78B-22-805 (1).
2. If the system hires a social worker, the managing defender will ensure that the social worker complies with all requirements of the program as established by the IDC and agreed to by the system.
3. If the system contracts with a social worker, the managing defender will ensure that the contract requires the social worker to comply with the requirements of the program as established by the IDC and agreed to by the system.
4. Whether the system employs or contracts with a social worker, the managing defender will establish an office policy for assigning and overseeing cases.
5. If the system assigns an attorney to work with a social worker as part of an interdisciplinary legal team, the managing defender will ensure that the attorney understands the practice standards applicable to the members of the interdisciplinary legal team and that they will meet the IDC's requirements for collecting and reporting data.
6. The social worker will collect and report data requested by the Office of Indigent Defense Services (OIDS) or the IDC. The managing defender will ensure that data is collected and reported to the OIDS as a part of the system's quarterly reporting. The OIDS will provide a report template to the managing defender, the social worker, and each attorney who is part of an interdisciplinary legal team to facilitate data reporting.
7. The managing defender and the social worker will participate in monthly meetings with OIDS staff to review case status, activity, and caseloads for the social worker.

BOX ELDER COUNTY AGREEMENT FOR INDIGENT LEGAL SERVICES LEGAL ASSISTANT/GRANT MANAGER CONTRACT

THIS AGREEMENT made and entered into this 22nd day of July 2026, by and between Box Elder County and **Miriam Bell** hereinafter referred to as “Assistant.”

WHEREAS, An Assistant is a professional who supports attorneys by performing a variety of administrative, organizational and legal-related tasks ensuring the legal team operates efficiently and effectively.

WHEREAS, The Assistant is willing to be supervised by and comply with the directives of the Managing Public Defender for BOX ELDER County (“Managing Defender”) who supervises all attorneys contracting with BOX ELDER County to represent indigent clients; and

WHEREAS, The Assistant will provide their services to the Box Elder County Public Defender’s office and to indigent persons within the community.

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereby agree as follows:

- 1) Oversight by the Managing Defender: The Assistant agrees to be supervised and monitored by the Managing Defender, or their designee, and comply with the following:
 - a. To accept the supervision of their tasks and assignments.
 - b. To meet regularly with the Managing Defender and other contract Legal Defenders and review caseload information and

appointment of counsel to clients.

- c. To cooperate with the Managing Defender to resolve complaints which have been made and to identify potential conflicts or complaints that people may have against contracted Legal Defenders.
 - d. To comply with any system developed by Managing Defender for the collection of data and information related to open and closed files of the Assistant that relate to work performed under this Agreement.
 - e. To cooperate with and assist the Managing Defender in complying with the Indigent Defense Grant requirements.
- 2) Compensation and term: The terms of this Agreement shall be from July 1st, 2026 through July 1st, 2028. (Twenty-four Months). Box Elder County agrees to pay the Assistant a monthly flat fee of \$3,333.33 (\$40,000.00 per year). Box Elder County shall make monthly payments to the Assistant after an invoice has been submitted by the Assistant and approved by the Managing Defender.
- 3) Payment for Fixed Equipment, Supplies & Operating Expenses: BOX ELDER County agrees to pay a monthly flat fee of \$482.05 (\$5,784.60 per year) to cover fixed expenses of the Assistant in the pursuit of general administrative support.
- 4) Legislative Allocations: This Agreement is subject to and conditioned upon future legislative allocations of funds by the Box Elder County Council.
- 5) Services provided: The Assistant shall provide the defenders with general administrative support, which includes the following:
- a. Organizing and maintaining client files in defender data;
 - b. Preparing all monthly invoices for defenders;

- c. Managing and updating defender calendars;
 - d. Managing the grant application process, including drafting, compiling, and submitting required documentation;
 - e. Monitoring grant activities to ensure compliance with all funding requirements and reporting obligations;
 - f. Preparing and submitting progress and final reports as required by grant providers; and
 - g. Communicating with grantors, staff, and stakeholders regarding grant-related matters.
- 6) Allocation: This Agreement is subject to and conditioned upon future legislative allocation of funds by the Box Elder County council.
- 7) Conflicts of Interest and/or Inability to Investigate: In the event of a conflict of interest, inability, or other circumstances such that the Assistant is not able to work on a matter, they shall notify the Managing Defender of any potential conflicts.
- 8) Payment of Expenses: In addition to the compensation provided in this contract, the Assistant shall be reimbursed for reasonable expenses related to work performed on indigent defense cases. In addition the Assistant hereby agrees that they will obtain approval for all expenses by the Managing Defender and to use their best efforts to minimize all costs and expenses.
- 9) Satisfactory Performance: The Assistant shall be notified in writing by the Managing Defender if there is any practice or event that constitutes less than satisfactory performance, Box Elder County has the right to immediately terminate this agreement by written notice.
- 10) Confidentiality: The Assistant agrees to maintain strict confidentiality regarding all information, findings, reports, and other work products generated during the course of their investigation. Such materials shall not

be disclosed to any third party without the prior written consent of the public defender assigned to the case, except as required by law. The Assistant further agrees to use all information obtained during the investigation solely for the purposes outlined in this Agreement and to take all reasonable measures to protect the confidentiality of sensitive information. This obligation shall survive the termination of this Agreement.

- 11) Governing Laws: This agreement is governed by the State of Utah. Any disputes arising under or in connection with this agreement shall be resolved in accordance with the laws of the State of Utah.
- 12) Termination: Either party may terminate this agreement with 60 days' written notice without cause. Termination may also occur for cause, including but not limited to misconduct or violation of County policies.
- 13) Transition upon Non-Renewal of Contract or Termination: In the event this Agreement is not renewed or adequately funded for subsequent terms by Box Elder County or in the event this Agreement is terminated by either party or by operation of law, the Assistant agrees to cooperate with any successors(s). This may include the delivery of all applicable files, information, and material to their successor(s) before the Agreement is terminated.
- 14) Non-Assignability: This agreement shall not be assigned by the Assistant to any other party without specific written approval by the Managing Defender.
- 15) Employment Status/Liability: Neither the Assistant nor any of their staff, employees, or agents is (or are to be considered) employees of Box Elder County. The Assistant acknowledges that neither they nor any staff, employees, or agents shall be covered by or entitled to Box Elder County worker's compensation, insurance, retirement, pension, or other employee

programs or benefits. The Assistant will be acting in all respects as an independent contractor. Box Elder County will in no way be liable for, or on account of, the conduct, negligence, or admissions of the Assistant or their agents, employees, or staff.

- 16) Amendment: This Agreement may be amended any time by mutual agreement of the parties, provided that before any amendment is operative or valid, it shall be reduced to writing, and signed by the parties, approved as to form by each party's attorneys, and meet any other applicable requirements of law.
- 17) Notice: Any notice, demand, or request under this Agreement will be in writing and is sufficient when delivered personally or upon deposit in the U.S. Mail, as certified or first class mail, with postage prepaid. The party providing notice, demand, or request shall deliver or mail the writing to the address for the other party as shown below:

BOX ELDER COUNTY PUBLIC DEFENDER'S OFFICE

Attention: Mike McGinnis

399 N Main Street

Logan, UT 84321

Address for Assistant:

Miriam Bell

2817 West 1700 North

Plain City, UT 84404

Each party may change their address by giving the other party written notice of such change. Notice is considered received upon personal delivery, actual receipt, or after (3) days of such notice being deposited

with a reputable mail service, postage prepaid certified and properly addressed to the receiving party. In addition, notice may be given by email to either party.

- 18) Indemnification: The Assistant shall indemnify and hold harmless Box Elder County, its officer, officials, agents, servants and employees, from all claims, actions, lawsuits, judgments, costs of litigation, including reasonable attorney's fees and punitive damages or liabilities of any kind whatsoever, arising from Assistant's failure to provide such services as agreed to in this Agreement, and any negligent or wrongful acts. Such acts include, but are not limited to, malpractice of Assistant, its agents, servants or employees in providing services hereunder. To the fullest extent possible under the law, both Assistant and Box Elder County agree to indemnify the other party against claims and costs related thereto (including attorney's fees) resulting from injury of any kind arising out of the negligence, wrongful act, or omission of the party. Box Elder County is a governmental entity and nothing in this Agreement shall be interpreted as waiving any rights of Box Elder County and its employee under the Governmental Immunity Act of Utah, Utah Code 63G, Chapter 7.
- 19) Severability: Should any provision of this Agreement be found invalid or unenforceable by any court of competent jurisdiction, such nullity or unenforceability shall be limited to those provisions. All other provisions herein not affected by such nullity or unenforceability shall remain valid and binding and shall be enforceable to the full extent allowed by law.
- 20) Entire Agreement: This Agreement constitutes the complete and entire agreement between the parties. There are no oral agreements, understandings, promises, or representations between the parties affecting this Agreement. This Agreement may not be modified or altered except by

amendment as indicated in this Agreement.

- 21) Captions and Headings: The captions and headings herein are for convenience of reference only and in no way define or limit the scope of intent of any sections or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed with the effective date written above.

/s/ Miriam Bell

ASSISTANT

7/6/2026

DATE

Michael C. McGinnis

MANAGING DEFENDER

7-6-2026

DATE

[Signature]

BOX ELDER COUNTY COMMISSIONER

7-22-2026

DATE

[Signature]

BOX ELDER COUNTY CLERK

7-22-2026

DATE

APPROVED AS TO FORM:

[Signature]

BOX ELDER COUNTY ATTORNEY

7/22/26

DATE

**BOX ELDER COUNTY
AGREEMENT FOR INDIGENT LEGAL SERVICES
PUBLIC DEFENDER CONTRACT (Drug Court)**

THIS AGREEMENT made and entered into this 29th day of June, 2026, by and between Box Elder County and **Layne Huff** hereinafter referred to as "Public Defender or Defender."

WHEREAS, Box Elder County has the responsibility to provide legal representation to each person who is entitled to legal representation in matters pending in Box Elder County and who has been determined by the appropriate court to be indigent; and

WHEREAS, under Title 77, Chapter 32, Utah Code Annotated, 1953, as amended, Box Elder County may contract with a "defense services provider" to provide the legal representation so prescribed; and

WHEREAS, Public Defender is an attorney and is a member of the Utah State Bar Association in good standing admitted to practice law before the courts of the State of Utah; and

WHEREAS, Public Defender is willing to be supervised by and comply with the directives of the Public Defender Manager for Box Elder County ("Managing Defender") who supervises all attorneys contracting with Box Elder County to represent indigent clients; and

WHEREAS, Public Defender is willing to represent indigent clients entitled to representation provided by Box Elder County, as well as in cases in which other

legal defenders retained by Box Elder County have a conflict of interest.

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

1) Oversight by the Managing Defender: Public Defender agrees to be supervised and monitored by the Managing Defender, or their designee, and comply with the following:

- a. To accept the supervision, assignment, and review of Public Defender's work as a Legal Defender by the Managing Defender.
- b. To meet regularly with the Managing Defender and other contract Legal Defenders and review caseload information and appointment of counsel to clients.
- c. The Public Defender shall disclose to the Managing Defender all other indigent defense contracts that they are currently working or associated with.
- d. To cooperate with the Managing Defender to resolve complaints which have been made against Public Defender for work performed under this Agreement and to identify potential conflicts or complaints that persons may have against contracted Legal Defenders.
- e. To comply with any system developed by Managing Defender for the collection of data and information related to open and closed files of Public Defender that relate to work performed under this Agreement. At a minimum, closed files shall be maintained by Public Defender for a period of 24 months after a case is closed.
- f. To provide indigent clients a copy of the discovery for their cases in a timely manner in keeping with applicable rules, regulations, policies, and statutes.

- g. To cooperate with and assist the Managing Defender in complying with the Indigent Defense Grant requirements, which includes but is not limited to, providing information on caseloads and new client appointments.
 - h. To cooperate with and assist the Managing Defender and other Public Defenders to provide competent representation to all indigent clients, including coverage of cases for other Legal Defenders when the need arises due to conflicts of interests or scheduling conflicts. Any such representation will be at no additional cost to Box Elder County unless agreed upon by Box Elder County.
- 2) **Compensation and term:** The terms of this Agreement shall be from *July 1st, 2026, through July 1st, 2028. (Twenty-four Months)*. Box Elder County agrees to pay the Public Defender a monthly flat fee of **\$3,000.00** (\$36,000.00 per year). Box Elder County shall make monthly payments to the Public Defender after an invoice has been submitted by the Public Defender. The Public Defender shall also be compensated at \$90 per hour for each hour of trial after the first full day of trial in any felony case (court room time only).
- 3) **Legislative Allocation:** This Agreement is subject to and conditioned upon future legislative allocation of funds by the Box Elder County council.
- 4) **Services provided:** This agreement is mainly to provide indigent defense in **district court**. However, the Public Defender may be required to cover matters in drug court, mental health courts, justice court, juvenile delinquency, and parental defense. Including appearance at all initial appearances, arraignments, preliminary hearings, other related hearings, trials, and any other proceedings contemplated by this agreement. The Public Defender agrees to comply with all

ethical and legal standards required by law and the rules of professional conduct.

5) Continuing Legal Education Reporting: The Public Defender agrees to report all Continuing Legal Education hours obtained to the Managing Defender. This report must be given to the Managing defender each year on or before the filing deadline set by the Utah State Bar.

6) Accessibility & Jail Visits: The Public Defender shall make reasonable efforts to visit indigent clients at the earliest possible moment who are incarcerated in the Box Elder County Jail, admitted to a hospital, or otherwise confined; return telephone calls to indigent clients as soon as possible; and be reasonably accessible to all indigent clients. It is understood and agreed that accessibility to indigent clients is an integral consideration in the making of this agreement and therefore the Public Defender agrees to be available and accessible to indigent clients reasonably in advance of any hearing or trial.

7) Qualifying Indigents: It is understood and agreed that this Agreement covers legal representation for indigent persons. The parties agree that except for early consultations with potential clients, the Public Defender shall not act in any case until:

- a. An executed affidavit of financial status in a form acceptable to Box Elder County has been filed with the court;
- b. The court has reviewed the affidavit and considered any other pertinent information;
- c. The court has deemed the applicant to be qualified as an indigent and entitled to services under the laws of the State of Utah and therefore under this Agreement; and

- d. The court has made the actual appointment on the record of a Public Defender for the applicant indigent in accordance with the criteria established by the court.

8) Non-Indigent Clients: Nothing in this agreement shall prevent the Public Defender from representing non-indigent defendants in criminal cases or in other matters in Box Elder County. However, the Public Defender may not, during the term of this Agreement, file any cause of action or claim against Box Elder County, on behalf of another, which does not arise from and pertains to services provided under this Agreement.

9) Conflicts of Interest and/or Inability to Represent: In the event of a conflict of interest, inability, or other circumstances such that the Public Defender is not able to represent an indigent person or appointed client, substitute counsel may be assigned by the Managing Defender.

10) Payment of Expenses: In addition to the compensation provided in this contract for legal representation, Box Elder County agrees to pay all necessary defense resources required by law or as may be otherwise ordered by the court. Appropriate defense resources shall include, but shall not be limited to, investigator fees, laboratory costs, transcripts, and defense witness fees.

- a. The Public Defender hereby agrees to use their best efforts to minimize the cost and expense while at the same time providing such defense resources as are necessary to provide effective representation.
- b. The Public Defender shall be reimbursed for expenses incurred for specific indigent defendants for long distance telephone calls, travel and mileage for out-of-Box Elder County travel (upon approval by the

Managing Defender). Otherwise, the Public Defender shall be responsible to provide and pay for clerical, secretarial, other staff employees, their own office space, supplies, utilities, and materials necessary to provide and support the legal representation required to be provided under this Agreement. Before any expense is incurred, the Public Defender shall obtain the approval of the Managing Defender. Payment for any expense incurred by the Public Defender and not previously approved by the Managing Defender shall be the sole responsibility of the Public Defender.

11) Employment Status/Liability: Neither the Public Defender nor any of their staff, employees, or agents is (or are to be considered) employees of Box Elder County. The Public Defender acknowledges that neither they nor any staff, employees, or agents shall be covered by or entitled to Box Elder County worker's compensation, insurance, retirement, pension, or other employee programs or benefits. The Public Defender will be acting in all respects as an independent contractor. Box Elder County will in no way be liable for, or on account of, the conduct, negligence, or admissions of the Public Defender or their agents, employees, or staff. Likewise, the Public Defender will in no way be liable for the conduct of the Box Elder County Attorney's Office and staff. The Public Defender will maintain their own professional malpractice insurance in effect through the term of this agreement.

12) Current Cases: It is understood and agreed that the services contemplated by this Agreement include representation of those indigent persons currently receiving legal services pursuant to prior agreements for indigent legal services between Box Elder County and prior conflict defense services

providers.

13) Transition upon Non-Renewal of Contract: In the event this Agreement is not renewed or adequately funded for subsequent terms by Box Elder County or in the event this Agreement is terminated by either party or by operation of law:

- a. Public Defender agrees to cooperate with any successor(s). This may include filing any timely pleadings for withdrawal and the delivery of all applicable files, information, and material to their successor(s).
- b. All matters pending at that time shall become the responsibility of the subsequently appointed Defender provider, subject to the approval of the court.
- c. All cases that are set for trial by the leaving Defender are the responsibility of that Defender even if the trial occurs after their contractual period.

14) Governing Laws: This agreement is governed by the state of Utah. Any disputes arising under or in connection with this agreement shall be resolved in accordance with the laws of the State of Utah.

15) Right to Terminate: This Agreement may be terminated, with or without cause, by either party, upon sixty days written notice. Notice can be through email, mail, or text messages.

16) Non-Assignability: This Agreement may not be assigned by the Public Defender to any other attorney without the specific written approval of Managing Defender.

17) Satisfactory Performance: The Public Defender shall be notified in writing by the Managing Defender if there is any practice or event that constitutes less than satisfactory performance. If the Public Defender fails to correct any practice or event that constitutes less than satisfactory performance, Box Elder County has the right to immediately terminate this agreement by written notice.

18) Amendment: This Agreement may be amended any time by mutual agreement of the parties, provided that before any amendment is operative or valid, it shall be reduced to writing, and signed by the parties, approved as to form by each party's attorneys, and meet any other applicable requirements of law.

19) Indemnification: The Defender shall indemnify and hold harmless Box Elder County, its officers, officials, agents, servants and employees, from all claims, actions, lawsuits, judgments, costs of litigation, including reasonable attorney's fees and punitive damages, or liabilities of any kind whatsoever, arising from Defender's failure to provide such services as agreed to in this Agreement, and any negligent or wrongful acts. Such acts include, but are not limited to, malpractice of Defender, its agents, servants or employees in providing services hereunder. To the fullest extent possible under the law, both Defender and Box Elder County agree to indemnify the other party against claims and costs related thereto (including attorney's fees) resulting from injury of any kind arising out of the negligence, wrongful act, or omission of the party. Box Elder County is a governmental entity and nothing in this Agreement shall be interpreted as waiving any rights of Box Elder County and its employee under the Governmental Immunity Act of Utah, Utah Code 63G, Chapter 7.

20) Severability: Should any provision of this Agreement be found invalid or

unenforceable by any court of competent jurisdiction, such nullity or unenforceability shall be limited to those provisions. All other provisions herein not affected by such nullity or unenforceability shall remain valid and binding and shall be enforceable to the full extent allowed by law.

21) Entire Agreement: This Agreement constitutes the complete and entire agreement between the parties. There are no oral agreements, understandings, promises, or representations between the parties affecting this Agreement. This Agreement may not be modified or altered except by amendment as indicated in this Agreement.

22) Captions and Headings: The captions and headings herein are for convenience of reference only and in no way define or limit the scope or intent of any sections or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed with the effective date written above.



PUBLIC DEFENDER

29 June 2026

DATE

Michael C. McGinnis

MANAGING DEFENDER

7-2-2026

DATE



BOX ELDER COUNTY COMMISSIONER

7-22-2026

DATE


BOX ELDER COUNTY CLERK

7-22-2026

DATE

APPROVED AS TO FORM:


BOX ELDER COUNTY ATTORNEY

7/22/26

DATE

BOX ELDER COUNTY
AGREEMENT FOR INDIGENT LEGAL SERVICES
PUBLIC DEFENDER CONTRACT (District Court)

THIS AGREEMENT made and entered into this 22nd day of July 2026, by and between Box Elder County and **Logan Bushell** hereinafter referred to as "Public Defender or Defender."

WHEREAS, Box Elder County has the responsibility to provide legal representation to each person who is entitled to legal representation in matters pending in Box Elder County and who has been determined by the appropriate court to be indigent; and

WHEREAS, under Title 77, Chapter 32, Utah Code Annotated, 1953, as amended, Box Elder County may contract with a "defense services provider" to provide the legal representation so prescribed; and

WHEREAS, Public Defender is an attorney and is a member of the Utah State Bar Association in good standing admitted to practice law before the courts of the State of Utah; and

WHEREAS, Public Defender is willing to be supervised by and comply with the directives of the Public Defender Manager for Box Elder County ("Managing Defender") who supervises all attorneys contracting with Box Elder County to represent indigent clients; and

WHEREAS, Public Defender is willing to represent indigent clients entitled to representation provided by Box Elder County, as well as in cases in which other

legal defenders retained by Box Elder County have a conflict of interest.

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

1) Oversight by the Managing Defender: Public Defender agrees to be supervised and monitored by the Managing Defender, or their designee, and comply with the following:

- a. To accept the supervision, assignment, and review of Public Defender's work as a Legal Defender by the Managing Defender.
- b. To meet regularly with the Managing Defender and other contract Legal Defenders and review caseload information and appointment of counsel to clients.
- c. The Public Defender shall disclose to the Managing Defender all other indigent defense contracts that they are currently working or associated with.
- d. To cooperate with the Managing Defender to resolve complaints which have been made against Public Defender for work performed under this Agreement and to identify potential conflicts or complaints that persons may have against contracted Legal Defenders.
- e. To comply with any system developed by Managing Defender for the collection of data and information related to open and closed files of Public Defender that relate to work performed under this Agreement. At a minimum, closed files shall be maintained by Public Defender for a period of 24 months after a case is closed.
- f. To provide indigent clients a copy of the discovery for their cases in a timely manner in keeping with applicable rules, regulations, policies, and statutes.

- g. To cooperate with and assist the Managing Defender in complying with the Indigent Defense Grant requirements, which includes but is not limited to, providing information on caseloads and new client appointments.
- h. To cooperate with and assist the Managing Defender and other Public Defenders to provide competent representation to all indigent clients, including coverage of cases for other Legal Defenders when the need arises due to conflicts of interests or scheduling conflicts. Any such representation will be at no additional cost to Box Elder County unless agreed upon by Box Elder County.

2) Compensation and term: The terms of this Agreement shall be from July 1st, 2026, through July 1st, 2028. (Twenty-four Months). Box Elder County agrees to pay the Public Defender a monthly flat fee of **\$8,000.00** (\$96,000.00 per year). Box Elder County shall make monthly payments to the Public Defender after an invoice has been submitted by the Public Defender. The Public Defender shall also be compensated at \$90 per hour for each hour of trial after the first full day of trial in any felony case (court room time only).

3) Legislative Allocation: This Agreement is subject to and conditioned upon future legislative allocation of funds by the Box Elder County council.

4) Services provided: This agreement is mainly to provide indigent defense in district court. However, the Public Defender may be required to cover matters in drug court, mental health courts, justice court, juvenile delinquency, and parental defense. Including appearance at all initial appearances, arraignments, preliminary hearings, other related hearings, trials, and any other proceedings contemplated by this agreement. The Public Defender agrees to comply with all

ethical and legal standards required by law and the rules of professional conduct.

5) Continuing Legal Education Reporting: The Public Defender agrees to report all Continuing Legal Education hours obtained to the Managing Defender. This report must be given to the Managing defender each year on or before the filing deadline set by the Utah State Bar.

6) Accessibility & Jail Visits: The Public Defender shall make reasonable efforts to visit indigent clients at the earliest possible moment who are incarcerated in the Box Elder County Jail, admitted to a hospital, or otherwise confined; return telephone calls to indigent clients as soon as possible; and be reasonably accessible to all indigent clients. It is understood and agreed that accessibility to indigent clients is an integral consideration in the making of this agreement and therefore the Public Defender agrees to be available and accessible to indigent clients reasonably in advance of any hearing or trial.

7) Qualifying Indigents: It is understood and agreed that this Agreement covers legal representation for indigent persons. The parties agree that except for early consultations with potential clients, the Public Defender shall not act in any case until:

- a. An executed affidavit of financial status in a form acceptable to Box Elder County has been filed with the court;
- b. The court has reviewed the affidavit and considered any other pertinent information;
- c. The court has deemed the applicant to be qualified as an indigent and entitled to services under the laws of the State of Utah and therefore under this Agreement; and
- d. The court has made the actual appointment on the record of a Public

Defender for the applicant indigent in accordance with the criteria established by the court.

8) Non-Indigent Clients: Nothing in this agreement shall prevent the Public Defender from representing non-indigent defendants in criminal cases or in other matters in Box Elder County. However, the Public Defender may not, during the term of this Agreement, file any cause of action or claim against Box Elder County, on behalf of another, which does not arise from and pertains to services provided under this Agreement.

9) Conflicts of Interest and/or Inability to Represent: In the event of a conflict of interest, inability, or other circumstances such that the Public Defender is not able to represent an indigent person or appointed client, substitute counsel may be assigned by the Managing Defender.

10) Payment of Expenses: In addition to the compensation provided in this contract for legal representation, Box Elder County agrees to pay all necessary defense resources required by law or as may be otherwise ordered by the court. Appropriate defense resources shall include, but shall not be limited to, investigator fees, laboratory costs, transcripts, and defense witness fees.

- a. The Public Defender hereby agrees to use their best efforts to minimize the cost and expense while at the same time providing such defense resources as are necessary to provide effective representation.
- b. The Public Defender shall be reimbursed for expenses incurred for specific indigent defendants for long distance telephone calls, travel and mileage for out-of-Box Elder County travel (upon approval by the Managing Defender). Otherwise, the Public Defender shall be responsible

to provide and pay for clerical, secretarial, other staff employees, their own office space, supplies, utilities, and materials necessary to provide and support the legal representation required to be provided under this Agreement. Before any expense is incurred, the Public Defender shall obtain the approval of the Managing Defender. Payment for any expense incurred by the Public Defender and not previously approved by the Managing Defender shall be the sole responsibility of the Public Defender.

11) Employment Status/Liability: Neither the Public Defender nor any of their staff, employees, or agents is (or are to be considered) employees of Box Elder County. The Public Defender acknowledges that neither they nor any staff, employees, or agents shall be covered by or entitled to Box Elder County worker's compensation, insurance, retirement, pension, or other employee programs or benefits. The Public Defender will be acting in all respects as an independent contractor. Box Elder County will in no way be liable for, or on account of, the conduct, negligence, or admissions of the Public Defender or their agents, employees, or staff. Likewise, the Public Defender will in no way be liable for the conduct of the Box Elder County Attorney's Office and staff. The Public Defender will maintain their own professional malpractice insurance in effect through the term of this agreement.

12) Current Cases: It is understood and agreed that the services contemplated by this Agreement include representation of those indigent persons currently receiving legal services pursuant to prior agreements for indigent legal services between Box Elder County and prior conflict defense services providers.

13) Transition upon Non-Renewal of Contract: In the event this Agreement is not renewed or adequately funded for subsequent terms by Box Elder County

or in the event this Agreement is terminated by either party or by operation of law:

- a. Public Defender agrees to cooperate with any successor(s). This may include filing any timely pleadings for withdrawal and the delivery of all applicable files, information, and material to their successor(s).
- b. All matters pending at that time shall become the responsibility of the subsequently appointed Defender provider, subject to the approval of the court.
- c. All cases that are set for trial by the leaving Defender are the responsibility of that Defender even if the trial occurs after their contractual period.

14) Governing Laws: This agreement is governed by the state of Utah. Any disputes arising under or in connection with this agreement shall be resolved in accordance with the laws of the State of Utah.

15) Right to Terminate: This Agreement may be terminated, with or without cause, by either party, upon sixty days written notice. Notice can be through email, mail, or text messages.

16) Non-Assignability: This Agreement may not be assigned by the Public Defender to any other attorney without the specific written approval of Managing Defender.

17) Satisfactory Performance: The Public Defender shall be notified in writing by the Managing Defender if there is any practice or event that constitutes less than satisfactory performance. If the Public Defender fails to correct any practice or event that constitutes less than satisfactory performance, Box Elder County has the right to immediately terminate this agreement by written notice.

18) Amendment: This Agreement may be amended any time by mutual agreement of the parties, provided that before any amendment is operative or valid, it shall be reduced to writing, and signed by the parties, approved as to form by each party's attorneys, and meet any other applicable requirements of law.

19) Indemnification: The Defender shall indemnify and hold harmless Box Elder County, its officer, officials, agents, servants and employees, from all claims, actions, lawsuits, judgments, costs of litigation, including reasonable attorney's fees and punitive damages, or liabilities of any kind whatsoever, arising from Defender's failure to provide such services as agreed to in this Agreement, and any negligent or wrongful acts. Such acts include, but are not limited to, malpractice of Defender, its agents, servants or employees in providing services hereunder. To the fullest extent possible under the law, both Defender and Box Elder County agree to indemnify the other party against claims and costs related thereto (including attorney's fees) resulting from injury of any kind arising out of the negligence, wrongful act, or omission of the party. Box Elder County is a governmental entity and nothing in this Agreement shall be interpreted as waiving any rights of Box Elder County and its employee under the Governmental Immunity Act of Utah, Utah Code 63G, Chapter 7.

20) Severability: Should any provision of this Agreement be found invalid or unenforceable by any court of competent jurisdiction, such nullity or unenforceability shall be limited to those provisions. All other provisions herein not affected by such nullity or unenforceability shall remain valid and binding and shall be enforceable to the full extent allowed by law.

21) Entire Agreement: This Agreement constitutes the complete and entire agreement between the parties. There are no oral agreements, understandings,

promises, or representations between the parties affecting this Agreement. This Agreement may not be modified or altered except by amendment as indicated in this Agreement.

22) Captions and Headings: The captions and headings herein are for convenience of reference only and in no way define or limit the scope or intent of any sections or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed with the effective date written above.


PUBLIC DEFENDER

7.2.26

DATE


MANAGING DEFENDER

7-6-2026

DATE


BOX ELDER COUNTY COMMISSIONER

7-22-2026

DATE


BOX ELDER COUNTY CLERK

7-27-2026

DATE

APPROVED AS TO FORM:


BOX ELDER COUNTY ATTORNEY

7/22/26

DATE

BOX ELDER COUNTY
AGREEMENT FOR INDIGENT LEGAL SERVICES
PUBLIC DEFENDER CONTRACT (Justice Court, Mental Health Court,
Conflicts)

THIS AGREEMENT made and entered into this 1st day of July 2026, by and between Box Elder County and **Malone Molgard** hereinafter referred to as "Public Defender or Defender."

WHEREAS, Box Elder County has the responsibility to provide legal representation to each person who is entitled to legal representation in matters pending in Box Elder County and who has been determined by the appropriate court to be indigent; and

WHEREAS, under Title 77, Chapter 32, Utah Code Annotated, 1953, as amended, Box Elder County may contract with a "defense services provider" to provide the legal representation so prescribed; and

WHEREAS, Public Defender is an attorney and is a member of the Utah State Bar Association in good standing admitted to practice law before the courts of the State of Utah; and

WHEREAS, Public Defender is willing to be supervised by and comply with the directives of the Public Defender Manager for Box Elder County ("Managing Defender") who supervises all attorneys contracting with Box Elder County to represent indigent clients; and

WHEREAS, Public Defender is willing to represent indigent clients entitled to representation provided by Box Elder County, as well as in cases in which other

legal defenders retained by Box Elder County have a conflict of interest.

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

1) Oversight by the Managing Defender: Public Defender agrees to be supervised and monitored by the Managing Defender, or their designee, and comply with the following:

- a. To accept the supervision, assignment, and review of Public Defender's work as a Legal Defender by the Managing Defender.
- b. To meet regularly with the Managing Defender and other contract Legal Defenders and review caseload information and appointment of counsel to clients.
- c. The Public Defender shall disclose to the Managing Defender all other indigent defense contracts that they are currently working or associated with.
- d. To cooperate with the Managing Defender to resolve complaints which have been made against Public Defender for work performed under this Agreement and to identify potential conflicts or complaints that persons may have against contracted Legal Defenders.
- e. To comply with any system developed by Managing Defender for the collection of data and information related to open and closed files of Public Defender that relate to work performed under this Agreement. At a minimum, closed files shall be maintained by Public Defender for a period of 24 months after a case is closed.
- f. To provide indigent clients a copy of the discovery for their cases in a timely manner in keeping with applicable rules, regulations, policies, and statutes.

- g. To cooperate with and assist the Managing Defender in complying with the Indigent Defense Grant requirements, which includes but is not limited to, providing information on caseloads and new client appointments.
- h. To cooperate with and assist the Managing Defender and other Public Defenders to provide competent representation to all indigent clients, including coverage of cases for other Legal Defenders when the need arises due to conflicts of interests or scheduling conflicts. Any such representation will be at no additional cost to Box Elder County unless agreed upon by Box Elder County.

- 2) **Compensation and term:** The terms of this Agreement shall be from **July 1st, 2026, through July 1st, 2028. (Twenty-four Months).** Box Elder County agrees to pay the Public Defender a monthly flat fee of **\$5,720.00** (\$68,640.00 per year). Box Elder County shall make monthly payments to the Public Defender after an invoice has been submitted by the Public Defender. The Public Defender shall also be compensated at \$90 per hour for each hour of trial after the first full day of trial in any felony case (court room time only).
- 3) **Legislative Allocation:** This Agreement is subject to and conditioned upon future legislative allocation of funds by the Box Elder County council.
- 4) **Services provided:** This agreement is mainly to provide indigent defense in **justice court, mental health court, and conflict work in district court and juvenile court.** However, the Public Defender may be required to cover matters in drug court, mental health courts, justice court, juvenile delinquency, and parental defense. Including appearance at all initial appearances, arraignments, preliminary hearings, other related hearings, trials, and any other proceedings

contemplated by this agreement. The Public Defender agrees to comply with all ethical and legal standards required by law and the rules of professional conduct.

- 5) Continuing Legal Education Reporting:** The Public Defender agrees to report all Continuing Legal Education hours obtained to the Managing Defender. This report must be given to the Managing defender each year on or before the filing deadline set by the Utah State Bar.
- 6) Accessibility & Jail Visits:** The Public Defender shall make reasonable efforts to visit indigent clients at the earliest possible moment who are incarcerated in the Box Elder County Jail, admitted to a hospital, or otherwise confined; return telephone calls to indigent clients as soon as possible; and be reasonably accessible to all indigent clients. It is understood and agreed that accessibility to indigent clients is an integral consideration in the making of this agreement and therefore the Public Defender agrees to be available and accessible to indigent clients reasonably in advance of any hearing or trial.
- 7) Qualifying Indigents:** It is understood and agreed that this Agreement covers legal representation for indigent persons. The parties agree that except for early consultations with potential clients, the Public Defender shall not act in any case until:
- a. An executed affidavit of financial status in a form acceptable to Box Elder County has been filed with the court;
 - b. The court has reviewed the affidavit and considered any other pertinent information;
 - c. The court has deemed the applicant to be qualified as an indigent and entitled to services under the laws of the State of Utah and therefore under this Agreement; and

- d. The court has made the actual appointment on the record of a Public Defender for the applicant indigent in accordance with the criteria established by the court.

8) Non-Indigent Clients: Nothing in this agreement shall prevent the Public Defender from representing non-indigent defendants in criminal cases or in other matters in Box Elder County. However, the Public Defender may not, during the term of this Agreement, file any cause of action or claim against Box Elder County, on behalf of another, which does not arise from and pertains to services provided under this Agreement.

9) Conflicts of Interest and/or Inability to Represent: In the event of a conflict of interest, inability, or other circumstances such that the Public Defender is not able to represent an indigent person or appointed client, substitute counsel may be assigned by the Managing Defender.

10) Payment of Expenses: In addition to the compensation provided in this contract for legal representation, Box Elder County agrees to pay all necessary defense resources required by law or as may be otherwise ordered by the court. Appropriate defense resources shall include, but shall not be limited to, investigator fees, laboratory costs, transcripts, and defense witness fees.

- a. The Public Defender hereby agrees to use their best efforts to minimize the cost and expense while at the same time providing such defense resources as are necessary to provide effective representation.
- b. The Public Defender shall be reimbursed for expenses incurred for specific indigent defendants for long distance telephone calls, travel and mileage for out-of-Box Elder County travel (upon approval by the

Managing Defender). Otherwise, the Public Defender shall be responsible to provide and pay for clerical, secretarial, other staff employees, their own office space, supplies, utilities, and materials necessary to provide and support the legal representation required to be provided under this Agreement. Before any expense is incurred, the Public Defender shall obtain the approval of the Managing Defender. Payment for any expense incurred by the Public Defender and not previously approved by the Managing Defender shall be the sole responsibility of the Public Defender.

11) Employment Status/Liability: Neither the Public Defender nor any of their staff, employees, or agents is (or are to be considered) employees of Box Elder County. The Public Defender acknowledges that neither they nor any staff, employees, or agents shall be covered by or entitled to Box Elder County worker's compensation, insurance, retirement, pension, or other employee programs or benefits. The Public Defender will be acting in all respects as an independent contractor. Box Elder County will in no way be liable for, or on account of, the conduct, negligence, or admissions of the Public Defender or their agents, employees, or staff. Likewise, the Public Defender will in no way be liable for the conduct of the Box Elder County Attorney's Office and staff. The Public Defender will maintain their own professional malpractice insurance in effect through the term of this agreement.

12) Current Cases: It is understood and agreed that the services contemplated by this Agreement include representation of those indigent persons currently receiving legal services pursuant to prior agreements for indigent legal services between Box Elder County and prior conflict defense services providers.

13) Transition upon Non-Renewal of Contract: In the event this Agreement is

not renewed or adequately funded for subsequent terms by Box Elder County or in the event this Agreement is terminated by either party or by operation of law:

- a. Public Defender agrees to cooperate with any successor(s). This may include filing any timely pleadings for withdrawal and the delivery of all applicable files, information, and material to their successor(s).
- b. All matters pending at that time shall become the responsibility of the subsequently appointed Defender provider, subject to the approval of the court.
- c. All cases that are set for trial by the leaving Defender are the responsibility of that Defender even if the trial occurs after their contractual period.

14) Governing Laws: This agreement is governed by the state of Utah. Any disputes arising under or in connection with this agreement shall be resolved in accordance with the laws of the State of Utah.

15) Right to Terminate: This Agreement may be terminated, with or without cause, by either party, upon sixty days written notice. Notice can be through email, mail, or text messages.

16) Non-Assignability: This Agreement may not be assigned by the Public Defender to any other attorney without the specific written approval of Managing Defender.

17) Satisfactory Performance: The Public Defender shall be notified in writing by the Managing Defender if there is any practice or event that constitutes less than satisfactory performance. If the Public Defender fails to correct any practice or event that constitutes less than satisfactory performance, Box Elder

County has the right to immediately terminate this agreement by written notice.

18) Amendment: This Agreement may be amended any time by mutual agreement of the parties, provided that before any amendment is operative or valid, it shall be reduced to writing, and signed by the parties, approved as to form by each party's attorneys, and meet any other applicable requirements of law.

19) Indemnification: The Defender shall indemnify and hold harmless Box Elder County, its officer, officials, agents, servants and employees, from all claims, actions, lawsuits, judgments, costs of litigation, including reasonable attorney's fees and punitive damages, or liabilities of any kind whatsoever, arising from Defender's failure to provide such services as agreed to in this Agreement, and any negligent or wrongful acts. Such acts include, but are not limited to, malpractice of Defender, its agents, servants or employees in providing services hereunder. To the fullest extent possible under the law, both Defender and Box Elder County agree to indemnify the other party against claims and costs related thereto (including attorney's fees) resulting from injury of any kind arising out of the negligence, wrongful act, or omission of the party. Box Elder County is a governmental entity and nothing in this Agreement shall be interpreted as waiving any rights of Box Elder County and its employee under the Governmental Immunity Act of Utah, Utah Code 63G, Chapter 7.

20) Severability: Should any provision of this Agreement be found invalid or unenforceable by any court of competent jurisdiction, such nullity or unenforceability shall be limited to those provisions. All other provisions herein not affected by such nullity or unenforceability shall remain valid and binding and shall be enforceable to the full extent allowed by law.

21) Entire Agreement: This Agreement constitutes the complete and entire

agreement between the parties. There are no oral agreements, understandings, promises, or representations between the parties affecting this Agreement. This Agreement may not be modified or altered except by amendment as indicated in this Agreement.

22) Captions and Headings: The captions and headings herein are for convenience of reference only and in no way define or limit the scope or intent of any sections or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed with the effective date written above.

Malene H. Molgard
PUBLIC DEFENDER

July 1, 2026

DATE

Michael C. McGinnis
MANAGING DEFENDER

7-6-2026

DATE

[Signature]
BOX ELDER COUNTY COMMISSIONER

7-22-2026

DATE

[Signature]
BOX ELDER COUNTY CLERK

7-22-2026

DATE

APPROVED AS TO FORM:

[Signature]
BOX ELDER COUNTY ATTORNEY

7/22/26

DATE

BOX ELDER COUNTY
AGREEMENT FOR INDIGENT LEGAL SERVICES
PUBLIC DEFENDER CONTRACT (Juvenile Court)

THIS AGREEMENT made and entered into this 30th day of June 2026, by and between Box Elder County and **Kurt Helgesen** hereinafter referred to as "Public Defender or Defender."

WHEREAS, Box Elder County has the responsibility to provide legal representation to each person who is entitled to legal representation in matters pending in Box Elder County and who has been determined by the appropriate court to be indigent; and

WHEREAS, under Title 77, Chapter 32, Utah Code Annotated, 1953, as amended, Box Elder County may contract with a "defense services provider" to provide the legal representation so prescribed; and

WHEREAS, Public Defender is an attorney and is a member of the Utah State Bar Association in good standing admitted to practice law before the courts of the State of Utah; and

WHEREAS, Public Defender is willing to be supervised by and comply with the directives of the Public Defender Manager for Box Elder County ("Managing Defender") who supervises all attorneys contracting with Box Elder County to represent indigent clients; and

WHEREAS, Public Defender is willing to represent indigent clients entitled to representation provided by Box Elder County, as well as in cases in which other

legal defenders retained by Box Elder County have a conflict of interest.

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

1) Oversight by the Managing Defender: Public Defender agrees to be supervised and monitored by the Managing Defender, or their designee, and comply with the following:

- a. To accept the supervision, assignment, and review of Public Defender's work as a Legal Defender by the Managing Defender.
- b. To meet regularly with the Managing Defender and other contract Legal Defenders and review caseload information and appointment of counsel to clients.
- c. The Public Defender shall disclose to the Managing Defender all other indigent defense contracts that they are currently working or associated with.
- d. To cooperate with the Managing Defender to resolve complaints which have been made against Public Defender for work performed under this Agreement and to identify potential conflicts or complaints that persons may have against contracted Legal Defenders.
- e. To comply with any system developed by Managing Defender for the collection of data and information related to open and closed files of Public Defender that relate to work performed under this Agreement. At a minimum, closed files shall be maintained by Public Defender for a period of 24 months after a case is closed.
- f. To provide indigent clients a copy of the discovery for their cases in a timely manner in keeping with applicable rules, regulations, policies, and statutes.

- g. To cooperate with and assist the Managing Defender in complying with the Indigent Defense Grant requirements, which includes but is not limited to, providing information on caseloads and new client appointments.
- h. To cooperate with and assist the Managing Defender and other Public Defenders to provide competent representation to all indigent clients, including coverage of cases for other Legal Defenders when the need arises due to conflicts of interests or scheduling conflicts. Any such representation will be at no additional cost to Box Elder County unless agreed upon by Box Elder County.

- 2) **Compensation and term:** The terms of this Agreement shall be from July 1st, 2026, through July 1st, 2028. (Twenty-four Months). Box Elder County agrees to pay the Public Defender a monthly flat fee of **\$5,250.00** (\$63,000.00 per year). Box Elder County shall make monthly payments to the Public Defender after an invoice has been submitted by the Public Defender. The Public Defender shall also be compensated at \$90 per hour for each hour of trial after the first full day of trial in any felony case (court room time only).
- 3) **Legislative Allocation:** This Agreement is subject to and conditioned upon future legislative allocation of funds by the Box Elder County council.
- 4) **Services provided:** This agreement is mainly to provide indigent defense in juvenile court. However, the Public Defender may be required to cover matters in drug court, mental health courts, justice court, juvenile delinquency, and parental defense. Including appearance at all initial appearances, arraignments, preliminary hearings, other related hearings, trials, and any other proceedings contemplated by this agreement. The Public Defender agrees to comply with all

ethical and legal standards required by law and the rules of professional conduct.

5) Continuing Legal Education Reporting: The Public Defender agrees to report all Continuing Legal Education hours obtained to the Managing Defender. This report must be given to the Managing defender each year on or before the filing deadline set by the Utah State Bar.

6) Accessibility & Jail Visits: The Public Defender shall make reasonable efforts to visit indigent clients at the earliest possible moment who are incarcerated in the Box Elder County Jail, admitted to a hospital, or otherwise confined; return telephone calls to indigent clients as soon as possible; and be reasonably accessible to all indigent clients. It is understood and agreed that accessibility to indigent clients is an integral consideration in the making of this agreement and therefore the Public Defender agrees to be available and accessible to indigent clients reasonably in advance of any hearing or trial.

7) Qualifying Indigents: It is understood and agreed that this Agreement covers legal representation for indigent persons. The parties agree that except for early consultations with potential clients, the Public Defender shall not act in any case until:

- a. An executed affidavit of financial status in a form acceptable to Box Elder County has been filed with the court;
- b. The court has reviewed the affidavit and considered any other pertinent information;
- c. The court has deemed the applicant to be qualified as an indigent and entitled to services under the laws of the State of Utah and therefore under this Agreement; and
- d. The court has made the actual appointment on the record of a Public

Defender for the applicant indigent in accordance with the criteria established by the court.

8) Non-Indigent Clients: Nothing in this agreement shall prevent the Public Defender from representing non-indigent defendants in criminal cases or in other matters in Box Elder County. However, the Public Defender may not, during the term of this Agreement, file any cause of action or claim against Box Elder County, on behalf of another, which does not arise from and pertains to services provided under this Agreement.

9) Conflicts of Interest and/or Inability to Represent: In the event of a conflict of interest, inability, or other circumstances such that the Public Defender is not able to represent an indigent person or appointed client, substitute counsel may be assigned by the Managing Defender.

10) Payment of Expenses: In addition to the compensation provided in this contract for legal representation, Box Elder County agrees to pay all necessary defense resources required by law or as may be otherwise ordered by the court. Appropriate defense resources shall include, but shall not be limited to, investigator fees, laboratory costs, transcripts, and defense witness fees.

- a. The Public Defender hereby agrees to use their best efforts to minimize the cost and expense while at the same time providing such defense resources as are necessary to provide effective representation.
- b. The Public Defender shall be reimbursed for expenses incurred for specific indigent defendants for long distance telephone calls, travel and mileage for out-of-Box Elder County travel (upon approval by the Managing Defender). Otherwise, the Public Defender shall be responsible

to provide and pay for clerical, secretarial, other staff employees, their own office space, supplies, utilities, and materials necessary to provide and support the legal representation required to be provided under this Agreement. Before any expense is incurred, the Public Defender shall obtain the approval of the Managing Defender. Payment for any expense incurred by the Public Defender and not previously approved by the Managing Defender shall be the sole responsibility of the Public Defender.

11) Employment Status/Liability: Neither the Public Defender nor any of their staff, employees, or agents is (or are to be considered) employees of Box Elder County. The Public Defender acknowledges that neither they nor any staff, employees, or agents shall be covered by or entitled to Box Elder County worker's compensation, insurance, retirement, pension, or other employee programs or benefits. The Public Defender will be acting in all respects as an independent contractor. Box Elder County will in no way be liable for, or on account of, the conduct, negligence, or admissions of the Public Defender or their agents, employees, or staff. Likewise, the Public Defender will in no way be liable for the conduct of the Box Elder County Attorney's Office and staff. The Public Defender will maintain their own professional malpractice insurance in effect through the term of this agreement.

12) Current Cases: It is understood and agreed that the services contemplated by this Agreement include representation of those indigent persons currently receiving legal services pursuant to prior agreements for indigent legal services between Box Elder County and prior conflict defense services providers.

13) Transition upon Non-Renewal of Contract: In the event this Agreement is not renewed or adequately funded for subsequent terms by Box Elder County

or in the event this Agreement is terminated by either party or by operation of law:

- a. Public Defender agrees to cooperate with any successor(s). This may include filing any timely pleadings for withdrawal and the delivery of all applicable files, information, and material to their successor(s).
- b. All matters pending at that time shall become the responsibility of the subsequently appointed Defender provider, subject to the approval of the court.
- c. All cases that are set for trial by the leaving Defender are the responsibility of that Defender even if the trial occurs after their contractual period.

14) Governing Laws: This agreement is governed by the state of Utah. Any disputes arising under or in connection with this agreement shall be resolved in accordance with the laws of the State of Utah.

15) Right to Terminate: This Agreement may be terminated, with or without cause, by either party, upon sixty days written notice. Notice can be through email, mail, or text messages.

16) Non-Assignability: This Agreement may not be assigned by the Public Defender to any other attorney without the specific written approval of Managing Defender.

17) Satisfactory Performance: The Public Defender shall be notified in writing by the Managing Defender if there is any practice or event that constitutes less than satisfactory performance. If the Public Defender fails to correct any practice or event that constitutes less than satisfactory performance, Box Elder County has the right to immediately terminate this agreement by written notice.

18) Amendment: This Agreement may be amended any time by mutual agreement of the parties, provided that before any amendment is operative or valid, it shall be reduced to writing, and signed by the parties, approved as to form by each party's attorneys, and meet any other applicable requirements of law.

19) Indemnification: The Defender shall indemnify and hold harmless Box Elder County, its officer, officials, agents, servants and employees, from all claims, actions, lawsuits, judgments, costs of litigation, including reasonable attorney's fees and punitive damages, or liabilities of any kind whatsoever, arising from Defender's failure to provide such services as agreed to in this Agreement, and any negligent or wrongful acts. Such acts include, but are not limited to, malpractice of Defender, its agents, servants or employees in providing services hereunder. To the fullest extent possible under the law, both Defender and Box Elder County agree to indemnify the other party against claims and costs related thereto (including attorney's fees) resulting from injury of any kind arising out of the negligence, wrongful act, or omission of the party. Box Elder County is a governmental entity and nothing in this Agreement shall be interpreted as waiving any rights of Box Elder County and its employee under the Governmental Immunity Act of Utah, Utah Code 63G, Chapter 7.

20) Severability: Should any provision of this Agreement be found invalid or unenforceable by any court of competent jurisdiction, such nullity or unenforceability shall be limited to those provisions. All other provisions herein not affected by such nullity or unenforceability shall remain valid and binding and shall be enforceable to the full extent allowed by law.

21) Entire Agreement: This Agreement constitutes the complete and entire agreement between the parties. There are no oral agreements, understandings,

promises, or representations between the parties affecting this Agreement. This Agreement may not be modified or altered except by amendment as indicated in this Agreement.

22) Captions and Headings: The captions and headings herein are for convenience of reference only and in no way define or limit the scope or intent of any sections or provisions of this Agreement.

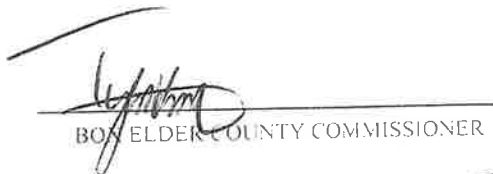
IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed with the effective date written above.


PUBLIC DEFENDER

6/30/2026
DATE

Michael C. McGinnis
MANAGING DEFENDER

7-2-2026
DATE


BOX ELDER COUNTY COMMISSIONER

7-22-2026
DATE


BOX ELDER COUNTY CLERK

7-22-2026
DATE

APPROVED AS TO FORM:


BOX ELDER COUNTY ATTORNEY

7/22/26
DATE

BOX ELDER COUNTY
AGREEMENT FOR INDIGENT LEGAL SERVICES
PUBLIC DEFENDER CONTRACT (Juvenile Court)

THIS AGREEMENT made and entered into this 30th day of June 2026, by and between Box Elder County and **Kimball Christensen** hereinafter referred to as “Public Defender or Defender.”

WHEREAS, Box Elder County has the responsibility to provide legal representation to each person who is entitled to legal representation in matters pending in Box Elder County and who has been determined by the appropriate court to be indigent; and

WHEREAS, under Title 77, Chapter 32, Utah Code Annotated, 1953, as amended, Box Elder County may contract with a “defense services provider” to provide the legal representation so prescribed; and

WHEREAS, Public Defender is an attorney and is a member of the Utah State Bar Association in good standing admitted to practice law before the courts of the State of Utah; and

WHEREAS, Public Defender is willing to be supervised by and comply with the directives of the Public Defender Manager for Box Elder County (“Managing Defender”) who supervises all attorneys contracting with Box Elder County to represent indigent clients; and

WHEREAS, Public Defender is willing to represent indigent clients entitled to representation provided by Box Elder County, as well as in cases in which other legal defenders retained by Box Elder County have a conflict of interest.

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

1) Oversight by the Managing Defender: Public Defender agrees to be supervised and monitored by the Managing Defender, or their designee, and comply with the following:

- a. To accept the supervision, assignment, and review of Public Defender's work as a Legal Defender by the Managing Defender.
- b. To meet regularly with the Managing Defender and other contract Legal Defenders and review caseload information and appointment of counsel to clients.
- c. The Public Defender shall disclose to the Managing Defender all other indigent defense contracts that they are currently working or associated with.
- d. To cooperate with the Managing Defender to resolve complaints which have been made against Public Defender for work performed under this Agreement and to identify potential conflicts or complaints that persons may have against contracted Legal Defenders.

- e. To comply with any system developed by Managing Defender for the collection of data and information related to open and closed files of Public Defender that relate to work performed under this Agreement. At a minimum, closed files shall be maintained by Public Defender for a period of 24 months after a case is closed.
- f. To provide indigent clients a copy of the discovery for their cases in a timely manner in keeping with applicable rules, regulations, policies, and statutes.
- g. To cooperate with and assist the Managing Defender in complying with the Indigent Defense Grant requirements, which includes but is not limited to, providing information on caseloads and new client appointments.
- h. To cooperate with and assist the Managing Defender and other Public Defenders to provide competent representation to all indigent clients, including coverage of cases for other Legal Defenders when the need arises due to conflicts of interests or scheduling conflicts. Any such representation will be at no additional cost to Box Elder County unless agreed upon by Box Elder County.

- 2) **Compensation and term:** The terms of this Agreement shall be from *July 1st, 2026, through July 1st, 2028. (Twenty-four Months)*. Box Elder County agrees to pay the Public Defender a monthly flat fee of **\$8,000.00** (\$96,000.00 per year). Box Elder County shall make monthly payments to the Public Defender after an invoice has been submitted by the Public Defender. The Public Defender shall also be compensated at \$90 per hour for each hour of trial after the first full day of trial in any felony case (court room time only).
- 3) **Legislative Allocation:** This Agreement is subject to and conditioned upon future legislative allocation of funds by the Box Elder County council.
- 4) **Services provided:** This agreement is mainly to provide indigent defense in *Juvenile Court*. However, the Public Defender may be required to cover matters in drug court, mental health courts, justice court, juvenile delinquency, and parental defense. Including appearance at all initial appearances, arraignments, preliminary hearings, other related hearings, trials, and any other proceedings contemplated by this agreement. The Public Defender agrees to comply with all ethical and legal standards required by law and the rules of professional conduct.
- 5) **Continuing Legal Education Reporting:** The Public Defender agrees to report all Continuing Legal Education hours obtained to the Managing Defender. This report must be given to the Managing defender each year on or before the filing deadline set by the Utah State Bar.

6) Accessibility & Jail Visits: The Public Defender shall make reasonable efforts to visit indigent clients at the earliest possible moment who are incarcerated in the Box Elder County Jail, admitted to a hospital, or otherwise confined; return telephone calls to indigent clients as soon as possible; and be reasonably accessible to all indigent clients. It is understood and agreed that accessibility to indigent clients is an integral consideration in the making of this agreement and therefore the Public Defender agrees to be available and accessible to indigent clients reasonably in advance of any hearing or trial.

7) Qualifying Indigents: It is understood and agreed that this Agreement covers legal representation for indigent persons. The parties agree that except for early consultations with potential clients, the Public Defender shall not act in any case until:

- a. An executed affidavit of financial status in a form acceptable to Box Elder County has been filed with the court;
- b. The court has reviewed the affidavit and considered any other pertinent information;
- c. The court has deemed the applicant to be qualified as an indigent and entitled to services under the laws of the State of Utah and therefore under this Agreement; and
- d. The court has made the actual appointment on the record of a Public Defender for the applicant indigent in accordance with the criteria established by the court.

8) Non-Indigent Clients: Nothing in this agreement shall prevent the Public Defender from representing non-indigent defendants in criminal cases or in other matters in Box Elder County. However, the Public Defender may not, during the term of this Agreement, file any cause of action or claim against Box Elder County, on behalf of another, which does not arise from and pertains to services provided under this Agreement.

9) Conflicts of Interest and/or Inability to Represent: In the event of a conflict of interest, inability, or other circumstances such that the Public Defender is not able to represent an indigent person or appointed client, substitute counsel may be assigned by the Managing Defender.

10) Payment of Expenses: In addition to the compensation provided in this contract for legal representation, Box Elder County agrees to pay all necessary defense resources required by law or as may be otherwise ordered by the court. Appropriate defense resources shall include, but shall not be limited to, investigator fees, laboratory costs, transcripts, and defense witness fees.

a. The Public Defender hereby agrees to use their best efforts to minimize the cost and expense while at the same time providing such defense resources as are necessary to provide effective representation.

b. The Public Defender shall be reimbursed for expenses incurred for specific indigent defendants for long distance telephone calls, travel and mileage for out-of-Box Elder County travel (upon approval by the Managing Defender).

Otherwise, the Public Defender shall be responsible to provide and pay for clerical, secretarial, other staff employees, their own office space, supplies, utilities, and materials necessary to provide and support the legal representation required to be provided under this Agreement. Before any expense is incurred, the Public Defender shall obtain the approval of the Managing Defender. Payment for any expense incurred by the Public Defender and not previously approved by the Managing Defender shall be the sole responsibility of the Public Defender.

11) Employment Status/Liability: Neither the Public Defender nor any of their staff, employees, or agents is (or are to be considered) employees of Box Elder County. The Public Defender acknowledges that neither they nor any staff, employees, or agents shall be covered by or entitled to Box Elder County worker's compensation, insurance, retirement, pension, or other employee programs or benefits. The Public Defender will be acting in all respects as an independent contractor. Box Elder County will in no way be liable for, or on account of, the conduct, negligence, or admissions of the Public Defender or their agents, employees, or staff. Likewise, the Public Defender will in no way be liable for the conduct of the Box Elder County Attorney's Office and staff. The Public Defender will maintain their own professional malpractice insurance in effect through the term of this agreement.

12) Current Cases: It is understood and agreed that the services contemplated by this Agreement include representation of those indigent persons currently receiving legal services pursuant to prior agreements for indigent legal services between Box Elder County and prior conflict defense services providers.

13) Transition upon Non-Renewal of Contract: In the event this Agreement is not renewed or adequately funded for subsequent terms by Box Elder County or in the event this Agreement is terminated by either party or by operation of law:

- a. Public Defender agrees to cooperate with any successor(s). This may include filing any timely pleadings for withdrawal and the delivery of all applicable files, information, and material to their successor(s).
- b. All matters pending at that time shall become the responsibility of the subsequently appointed Defender provider, subject to the approval of the court.
- c. All cases that are set for trial by the leaving Defender are the responsibility of that Defender even if the trial occurs after their contractual period.

14) Governing Laws: This agreement is governed by the state of Utah. Any disputes arising under or in connection with this agreement shall be resolved in accordance with the laws of the State of Utah.

15) Right to Terminate: This Agreement may be terminated, with or without cause, by either party, upon sixty days written notice. Notice can be through email, mail, or text messages.

16) Non-Assignability: This Agreement may not be assigned by the Public Defender to any other attorney without the specific written approval of Managing Defender.

17) Satisfactory Performance: The Public Defender shall be notified in writing by the Managing Defender if there is any practice or event that constitutes less than satisfactory performance. If the Public Defender fails to correct any practice or event that constitutes less than satisfactory performance, Box Elder County has the right to immediately terminate this agreement by written notice.

18) Amendment: This Agreement may be amended any time by mutual agreement of the parties, provided that before any amendment is operative or valid, it shall be reduced to writing, and signed by the parties, approved as to form by each party's attorneys, and meet any other applicable requirements of law.

19) Indemnification: The Defender shall indemnify and hold harmless Box Elder County, its officer, officials, agents, servants and employees, from all claims, actions, lawsuits, judgments, costs of litigation, including reasonable attorney's fees and punitive damages, or liabilities of any kind whatsoever, arising from Defender's failure to provide such services as agreed to in this Agreement, and any negligent or wrongful acts. Such acts include, but are not limited to, malpractice of Defender, its agents, servants or employees in providing services hereunder. To the fullest extent possible under the law, both Defender and Box Elder County agree to indemnify the other party against claims and costs related thereto (including attorney's fees) resulting from injury of any kind arising out of the negligence, wrongful act, or omission of the party. Box Elder County is a governmental entity and nothing in this Agreement shall be interpreted as waiving any rights of Box Elder County and its employee under the Governmental Immunity Act of Utah, Utah Code 63G, Chapter 7.

20) Severability: Should any provision of this Agreement be found invalid or unenforceable by any court of competent jurisdiction, such nullity or unenforceability shall be limited to those provisions. All other provisions herein not affected by such nullity or unenforceability shall remain valid and binding and shall be enforceable to the full extent allowed by law.

21) Entire Agreement: This Agreement constitutes the complete and entire agreement between the parties. There are no oral agreements, understandings, promises, or representations between the parties affecting this Agreement. This Agreement may not be modified or altered except by amendment as indicated in this Agreement.

22) Captions and Headings: The captions and headings herein are for convenience of reference only and in no way define or limit the scope or intent of any sections or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed with the effective date written above.


PUBLIC DEFENDER (UT-14613)

06 / 30 / 2026

DATE


MANAGING DEFENDER

7-6-2026

DATE


BOX ELDER COUNTY COMMISSIONER

7-22-2026

DATE


BOX ELDER COUNTY CLERK

7-22-2026

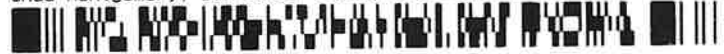
DATE

APPROVED AS TO FORM:


BOX ELDER COUNTY ATTORNEY

7/22/26

DATE



ORDINANCE NO. 662

AN ORDINANCE OF BOX ELDER COUNTY AMENDING THE BOX ELDER COUNTY ZONING MAP BY REZONING APPROXIMATELY 1,240.5 ACRES LOCATED IN THE HANSEL VALLEY AREA FROM UNZONED TO MG-EX (MINING, QUARRY, SAND & GRAVEL EXCAVATION ZONE).

WHEREAS, the applicant is requesting that the property described herein be zoned from Unzoned to MG-EX (Mining, Quarry, Sand & Gravel Excavation 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 July 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 July 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 MG-EX (Mining, Quarry, Sand & Gravel Excavation Zone):

PARCEL 05-005-0008

ALL OF SEC 6, TWP 11N, R 6W, SLM, EXC OF THE SE/4 OF SE/4 OF SD SEC.

PARCEL 06-005-0044

ALL OF SEC 31, TWP 12N, R 6W, SLM,

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

PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 23rd day of July, 2026, by the Board of County Commissioners of Box Elder County, Utah,

Commissioner Bingham
Commissioner Perry
Commissioner Vincent

Voting Aye
Voting Aye
Voting Aye



Tyler Vincent
Box Elder County Commission - Chair

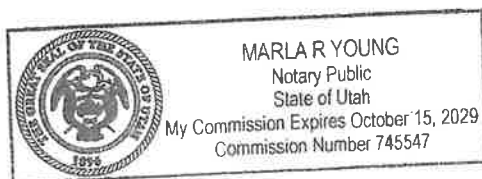
Attest:

Marla Young
Marla Young
Box Elder County Clerk

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

On this 23rd day of July, 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



Marla Young
Notary Public

ORDINANCE NO. 664

AN ORDINANCE OF BOX ELDER COUNTY AMENDING THE TEXT TO MULTIPLE SECTIONS OF CODE, IN THE BOX ELDER COUNTY LAND USE MANAGEMENT & DEVELOPMENT CODE.

WHEREAS, a proposal has been made to amend the text to multiple sections of code, in the Box Elder County Land Use Management & Development Code; 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 July 16, 2026 to allow the general public to comment on this proposed text amendment; and

WHEREAS, after providing for public comment from the general public, the Box Elder County Planning Commission has found and determined that the proposed text amendment 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 property 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 text as has been requested; and

WHEREAS, the Box Elder County Commission, after appropriate notice, held a public meeting on July 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 text as set forth in Exhibit B 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 property 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: Ordinance Text Amendment. The text to multiple sections of code in the Box Elder County Land Use Management & Development Code is hereby amended to read as set forth in Exhibit A.

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

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



Attest:

Marla Young
Marla Young
Box Elder County Clerk

Commissioner Bingham
Commissioner Perry
Commissioner Vincent

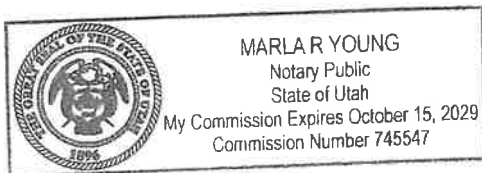
Voting Aye
Voting Aye
Voting Aye

Tyler Vincent
Box Elder County Commission Chair

State of Utah)
)
County of Box Elder)

On this 22nd day of July, 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 **Commission Chairman 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



Marla Young
Notary Public

EXHIBIT A

5-3-100(C) Appeal. Any person adversely affected by a final decision of the Zoning Administrator regarding a sign permit may appeal that decision to the Board of Adjustment as provided in Section 2-2-190 of this Code.

6-1-060 Compliance Required.

D. The county may bring an action against an owner to require the property to conform to this code as provided under state law. (Utah Code 17-79-715)

5-1-320 Flag Lots

1. All flag lots shall be reviewed, and if needed, modified to meet the provisions of this Code and approved by the Zoning Administrator through an Administrative Conditional Use Permit application. The flag lot shall be granted approval only if:
 - a. The staff of the flag lot has a minimum width of thirty (30) feet.
 - b. The staff of the flag lot has a maximum length of two hundred fifty (250) feet;
 - c. The flag lot, exclusive of the staff portion, meets all the zoning requirements of a lot in the area in which it is located; or be a minimum of ½ acre in lot size, whichever is greater.
 - d. The applicant for a flag lot has prepared a plan showing the location of fire hydrants to serve the flag lot and that plan has been approved by the Fire Marshall.
 2. The staff portion of a flag lot shall be used only for ingress/egress and utilities. The staff portion shall be improved to a private road standard as found in the Box Elder County Public Works Standards. The stem shall not be used for any lot area calculations.
 3. All improvements to the flag lot, including installation of the hard surface and fire hydrants, shall be performed at the applicant's expense. No certificate of occupancy shall be issued for the proposed flag lot until the improvements are fully installed.
-

6-1-240 (T) Protection Strips. Protection strips shall not be permitted under any circumstances, nor shall remnant parcels be permitted which may act as protection strips.

6-1-240 (U) Site Preparation Work Prohibited. No excavation, grading, installation of utilities, or other improvements, for a proposed subdivision, or subdivision phase, shall take place prior to final approval of the plat by the Development Review Committee.

5-1-420 Violation on Property. If there is a violation on the property then no land use permit or building permit will be issued.

3-1-010(A)(2): Minimal Use Zones (MU-160, MU-80, MU-40)

3-1-020(B): Minimal Use. Minimal Use zones provide a district to establish areas in mountain, hillside, canyon mountain valley, desert and other open and generally undeveloped lands where human habitation should be limited in order to protect land and other open space resources; to reduce unreasonable requirements for public utility and service expenditures through uneconomic and unwise dispersal and scattering of population; to encourage use of the land, where appropriate, for forestry, grazing, agriculture, wildlife habitat, and recreation; to avoid excessive damage to watersheds, water pollution, soil erosion, danger from brushland fires, damage to grazing and livestock raising, and to wildlife values; to avoid the premature development of lands by discouraging intensive development until the ultimate best use of the land can be recommended by the Planning Commission to the County Commission; and to promote the health, safety, convenience, order, prosperity, and general welfare of the inhabitants of the community.

Chapter 3-2 Heading: Chapter 3-2 – Minimal Use, Agricultural, and Rural Residential District

3-2-010(A): Minimal Use. Minimal Use zones provide a district to establish areas in mountain, hillside, canyon mountain valley, desert and other open and generally undeveloped lands where human habitation should be limited in order to protect land and other open space resources; to reduce unreasonable requirements for public utility and service expenditures through uneconomic and unwise dispersal and scattering of population; to encourage use of the land, where appropriate, for forestry, grazing, agriculture, wildlife habitat, and recreation; to avoid excessive damage to watersheds, water pollution, soil erosion, danger from brush land fires, damage to grazing and livestock raising, and to wildlife values; to avoid the premature development of lands by discouraging intensive development until the ultimate best use of the land can be recommended by the Planning Commission to the County Commission; and to promote the health, safety, convenience, order, prosperity, and general welfare of the inhabitants of the community.

3-2-020: The provisions of this Chapter shall apply to any real property located in a minimal use, agricultural, or rural residential zone as shown on the Official Zoning Map.

3-2-040(A): Allowed, Permitted and Conditional Uses. Allowed, permitted and conditional uses allowed in minimal use, agricultural, and rural residential zones shall be as set forth pursuant to Section 3-2-070 in this Chapter.

3-2-060: The use and development of real property in agricultural, minimal use, or rural residential zones shall conform to regulations of general applicability as set forth in the following chapters of this Code.

Footer of all pages in Chapter 3-2: Zoning Districts: Minimal Use, Agricultural, Rural Residential

3-4-060: The use and development of real property in agricultural, minimal use, or rural residential zones shall conform to regulations of general applicability as set forth in the following chapters of this Code.

6-1-240(A)(7): Any access with more than thirty (30) lots shall have two full and complete accesses meeting County (if it is a County road) or UDOT roads standards (if it is a UDOT road).

2-2-050(B)(b)(2): For zoning map amendments, the area directly affected shall be the parcel(s) or lot(s) that have petitioned for the amendment. The public notice will be posted on the property that has petitioned for the amendment. In addition, the private real property owner and adjacent property owners to the proposed amendment will be sent a courtesy notice. Public notices for zoning map amendments that affect an area of 5,000 acres or more of unincorporated County will be posted on major roadways and a courtesy notice will be sent to private real property owners.

EXHIBIT B

5-3-100(C) Appeal. Any person adversely affected by a final decision of the Zoning Administrator regarding a sign permit may appeal that decision to the Board of Adjustment as provided in Section 2-2-~~180~~190 of this Code.

6-1-060 Compliance Required.

D. The county may bring an action against an owner to require the property to conform to this code as provided under state law. (Utah Code 17-~~27a-611~~79-715)

5-1-320. Flag Lots (~~Ordinance 249~~)

All flag lots shall be approved as a special provision to Box Elder County Land Use and Development Code by the Planning Commission in accordance with the following provisions:

~~1. All flag lots shall be approved as a special provision to the Land Use and Development Code by the Planning Commission. The Planning Commission may grant approval only if 1) The applicant makes written application for a flag lot on a form approved by the Planning Commission and pays the required fees at the time the application is submitted; 2) there are special circumstances attached to the property that do not generally apply to other properties in the same area and; 3) the Planning Commission specifically finds that all of the following conditions are met as to the proposed flag lot:~~

- ~~a. It is necessary, reasonable and feasible to allow the flag lot in the area;~~
- ~~b. Approval of a flag lot in the area will not substantially affect the general plan;~~
- ~~c. Approval of a flag lot in the area will not be contrary to the public interest;~~
- ~~d. The staff of the flag lot has a minimum width of thirty (30) feet~~
- ~~e. The staff of the flag lot has a maximum length of two hundred and fifty (250) feet~~
- ~~f. The flag lot, exclusive of the staff portion meets all of the zoning requirements of a lot in the area in which it is located; or be a minimum of 1/2 acre in lot size, whichever is greater;~~
- ~~g. The applicant for a flag lot has prepared plan showing the location of fire hydrants to serve the flag lot and that plan has been approved by the Fire Marshall;~~

~~2. Flag lots shall be approved only in subdivisions containing four (4) lots or fewer.~~

~~3. The staff portion of a flag lot shall be used only for ingress/egress. The staff portion shall be landscaped to be in harmony with other adjacent property and shall be improved by the installation of an improved hard surface such as concrete, asphalt or compacted road base with a dust prevention treatment.~~

~~4. All improvements to the flag lot, including installation of the hard surface and fire hydrants, shall be performed at the applicant's expense. No certificate of occupancy shall be issued for the proposed flag lot until the improvements are fully installed.~~

~~5. The Planning Commission may impose such additional requirements or conditions on the proposed flag lot as it deems necessary.~~

~~6. The Planning Commission may hold a public hearing on each flag lot application it receives. Notice of such hearings shall be given to property owners within a three hundred (300) foot radius of the proposed flag lot. The costs of such notices shall be paid by the applicant.~~

5-1-320 Flag Lots

1. All flag lots shall be reviewed, and if needed, modified to meet the provisions of this Code and approved by the Zoning Administrator through an Administrative Conditional Use Permit application.

The flag lot shall be granted approval only if:

- a. The staff of the flag lot has a minimum width of thirty (30) feet.
 - b. The staff of the flag lot has a maximum length of two hundred fifty (250) feet;
 - c. The flag lot, exclusive of the staff portion, meets all the zoning requirements of a lot in the area in which it is located; or be a minimum of ½ acre in lot size, whichever is greater.
 - d. The applicant for a flag lot has prepared a plan showing the location of fire hydrants to serve the flag lot and that plan has been approved by the Fire Marshall.
2. The staff portion of a flag lot shall be used only for ingress/egress and utilities. The staff portion shall be improved to a private road standard as found in the Box Elder County Public Works Standards. The stem shall not be used for any lot area calculations.
 3. All improvements to the flag lot, including installation of the hard surface and fire hydrants, shall be performed at the applicant's expense. No certificate of occupancy shall be issued for the proposed flag lot until the improvements are fully installed.

~~2-2-220. Lot Line Adjustment:~~

~~A. Purpose. This section sets forth procedures for reviewing lot line adjustments to determine compliance with applicable requirements of this Code and State Code.~~

~~B. Authority. The Zoning Administrator is authorized to review and approve applications for lot line adjustments as set forth in this section.~~

~~C. Initiation. A property owner or a lessee may request a lot line adjustment review as provided in this section. An agent or lessee of a property owner shall provide an affidavit of authorization.~~

~~D. Procedure. Lot line adjustment applications shall be considered and processed as provided in this subsection:~~

- ~~1. A complete application shall be submitted to the Zoning Administrator in a form established by the Administrator along with any fee established by the County's schedule of fees. The application shall include at least the following information:~~

- a. ~~The name, address and telephone number of the applicant or the applicant's agent, if any;~~

- ~~b. The address and parcel identification number of the subject property;~~
- ~~c. The zone of the subject property;~~
- ~~d. All legal descriptions for the lot line adjustment;~~
- ~~e. Other information needed to demonstrate the lot line adjustment conforms to applicable provisions of this Code and State Code.~~

- ~~2. After an application is determined to be complete, the Zoning Administrator shall approve, approve with conditions, or deny the application pursuant to the standards set forth in Section 2-2-220(E) below. Any conditions of approval shall be limited to conditions needed to conform the lot line adjustment to approval standards.~~
- ~~3. After making a decision, the Zoning Administrator shall give the applicant written notice of the decision.~~
- ~~4. A record of all lot line adjustments shall be maintained in the office of the Zoning Administrator.~~

~~E. Approval Standards. The owner(s) of record of adjoining properties where one or more of the properties is a lot may exchange title to portions of those properties if the exchange of title is approved by the land use authority as a lot line adjustment in accordance with this Code.~~

- ~~1. The land use authority shall approve a lot line adjustment if the exchange of title will not result in a violation of any land use ordinance.~~
- ~~2. If a lot line adjustment is approved, a notice of approval shall be recorded in the office of the county recorder which is approved by the land use authority and recites the legal descriptions of both the properties and the properties resulting from the exchange of title. A document of conveyance of title reflecting the approved change shall be recorded in the office of the county recorder.~~
- ~~3. A notice of approval that is recorded does not act as a conveyance of title to real property and is not required to record a document conveying title to real property.~~

~~F. Appeal. Any person adversely affected by a final decision of the Zoning Administrator regarding a lot line adjustment may appeal that decision to the Hearing Officer as provided in Section 2-2-190 of this Code.~~

~~G. Effect of Approval. Approval of a lot line adjustment shall authorize an applicant to engage in adjusting lot lines subject to any conditions of approval. Approval of a lot line adjustment shall not be deemed an approval of any conditional use permit, site plan or other permit. Approval of such permits shall be obtained in accordance with applicable provisions of this Code and to any other applicable requirements of Box Elder County Ordinances.~~

~~H. Amendment. The procedure for amending a lot line adjustment shall be the same as the original procedure set forth in this section.~~

~~I. Expiration. Except as otherwise provided in this Code, a lot line adjustment approval shall expire and have no further force or effect if the notice of approval and the document of conveyance are not recorded within thirty (30) days after approval.~~

6-1-240 (T) Protection Strips. Protection strips shall not be permitted under any circumstances, nor shall remnant parcels be permitted which may act as protection strips.

6-1-240 (U) Site Preparation Work Prohibited. No excavation, grading, installation of utilities, or other improvements, for a proposed subdivision, or subdivision phase, shall take place prior to final approval of the plat by the Development Review Committee.

5-1-420 Violation on Property. If there is a violation on the property then no land use permit or building permit will be issued.

3-1-010(A)(2): ~~Mixed~~ Minimal Use Zones (MU-160, MU-80, MU-40)

3-1-020(B): ~~Mixed~~ Minimal Use. ~~Mixed~~ Minimal Use zones provide a ~~multiple-use~~ district to establish areas in mountain, hillside, canyon mountain valley, desert and other open and generally undeveloped lands where human habitation should be limited in order to protect land and other open space resources; to reduce unreasonable requirements for public utility and service expenditures through uneconomic and unwise dispersal and scattering of population; to encourage use of the land, where appropriate, for forestry, grazing, agriculture, ~~mining~~, wildlife habitat, and recreation; to avoid excessive damage to watersheds, water pollution, soil erosion, danger from brushland fires, damage to grazing and livestock raising, and to wildlife values; to avoid the premature development of lands by discouraging intensive development until the ultimate best use of the land can be recommended by the Planning Commission to the County Commission; and to promote the health, safety, convenience, order, prosperity, and general welfare of the inhabitants of the community.

Chapter 3-2 Heading: **Chapter 3-2 –** ~~Multiple~~ Minimal Use, Agricultural, and Rural Residential District

3-2-010(A): ~~Mixed~~ Minimal Use. ~~Mixed~~ Minimal Use zones provide a ~~multiple-use~~ district to establish areas in mountain, hillside, canyon mountain valley, desert and other open and generally undeveloped lands where human habitation should be limited in order to protect land and other open space resources; to reduce unreasonable requirements for public utility and service expenditures through uneconomic and unwise dispersal and scattering of population; to encourage use of the land, where appropriate, for forestry, grazing, agriculture, wildlife habitat, and recreation; to avoid excessive damage to watersheds, water pollution, soil erosion, danger from brush land fires, damage to grazing and livestock raising, and to wildlife values; to avoid the premature development of lands by discouraging intensive development until the ultimate best use of the land can be recommended by the Planning Commission to the County Commission; and to promote the health, safety, convenience, order, prosperity, and general welfare of the inhabitants of the community.

3-2-020: The provisions of this Chapter shall apply to any real property located in a ~~mixed~~ minimal use, agricultural, or rural residential zone as shown on the Official Zoning Map.

3-2-040(A): Allowed, Permitted and Conditional Uses. Allowed, permitted and conditional uses allowed in ~~mixed~~ minimal use, agricultural, and rural residential zones shall be as set forth pursuant to Section 3-2-070 in this Chapter.

3-2-060: The use and development of real property in agricultural, ~~mixed~~ minimal use, or rural residential zones shall conform to regulations of general applicability as set forth in the following chapters of this Code.

Footer of all pages in Chapter 3-2: Zoning Districts: ~~Mixed~~ Minimal Use, Agricultural, Rural Residential

3-4-060: The use and development of real property in agricultural, ~~mixed~~ minimal use, or rural residential zones shall conform to regulations of general applicability as set forth in the following chapters of this Code.

6-1-240(A)(7): ~~Subdivisions~~ Any access with more than thirty (30) lots shall have two full and complete accesses meeting County (if it is a County road) or UDOT roads standards (if it is a UDOT road).

2-2-050(B)(b)(2): For zoning map amendments, the area directly affected shall be the parcel(s) or lot(s) that have petitioned for the amendment. The public notice will be posted on the property that has petitioned for the amendment. In addition, the private real property owner and adjacent property owners to the proposed amendment will be sent a courtesy notice. Public notices for zoning map amendments that affect an area of 5,000 acres or more of unincorporated County will be posted on major roadways and a courtesy notice will be sent to private real property owners.

ORDINANCE NO. 659

AN ORDINANCE OF BOX ELDER COUNTY AMENDING THE BOX ELDER COUNTY ZONING MAP BY REZONING APPROXIMATELY .51 ACRES LOCATED IN THE BOTHWELL AREA FROM RR-5 (RURAL RESIDENTIAL-5 ACRE MIN.) TO RR-20 (RURAL RESIDENTIAL-20,000 SQ. FT. MIN.).

WHEREAS, the applicant is requesting that the property described herein be zoned from RR-5 (Rural Residential-5 acre min.) to RR-20 (Rural Residential-20,000 sq. ft. min.); and

WHEREAS, the property owner desires only to bring the property into compliance with zoning ordinances and in no way is trying to set a precedence to rezoning properties in Bothwell; 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 July 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 July 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 parcel in unincorporated Box Elder County from RR-5 (Rural Residential-5 acre min.) to RR-20 (Rural Residential-20,000 sq. ft. min.):

A PARCEL OF GROUND LOCATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 4 WEST OF THE SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE RAILROAD SPIKE MONUMENT FOUND AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 4 WEST OF THE SLBM, FROM WHICH THE RAILROAD SPIKE MONUMENT FOUND AT THE NORTHWEST CORNER OF SAID SECTION BEARS SOUTH 90°00'00" WEST ALONG THE NORTH LINE OF SAID SECTION 12 A DISTANCE OF 5338.24 FEET; AND RUNNING THENCE SOUTH 90°00'00" WEST ALONG THE NORTH LINE OF SAID SECTION 12 A DISTANCE OF 999.42 FEET; THENCE SOUTH 00°04'27" EAST 33.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 12000 NORTH STREET AND THE TRUE POINT OF BEGINNING; AND THENCE CONTINUING SOUTH 00°04'27" EAST 166.00 FEET; THENCE SOUTH 90°00'00" WEST 135.00 FEET; THENCE NORTH 00°04'27" WEST 166.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF 12000 NORTH STREET; THENCE NORTH 90°00'00" EAST 135.00 FEET TO THE POINT OF BEGINNING.

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 July, 2026, by the Board of County Commissioners of Box Elder County, Utah,



Commissioner Bingham
Commissioner Perry
Commissioner Vincent

Voting Aye
Voting Aye
Voting Aye

Tyler Vincent
Box Elder County Commission - Chair

Attest:

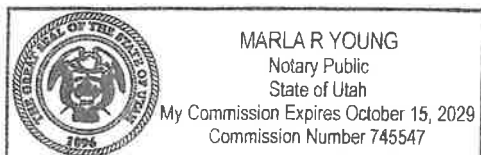
Marla Young
Marla Young
Box Elder County Clerk

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

On this 22nd day of July, 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



Marla Young
Notary Public

MEMORANDUM OF GEOTHERMAL LEASE AGREEMENT

Entry No. 501776 B: 1664 P: 1724
07/22/2026 03:53:23 PM FEE \$0.00 Pages: 7
MEMORANDUM For: BOX ELDER COUNTY
Chad Montgomery, Box Elder County Utah Recorder



State: Utah
County: Box Elder County

Lessor:

Box Elder County, a political subdivision of the State of Utah, (the "Lessor")
Tyler Vincent County Commission Chair, Box Elder County

1 South Main Street
Brigham City, UT 84302

Lessee: Rodatherm Energy Corporation
50 West Broadway, Suite 300, Salt Lake City, UT, 84101, USA

Effective Date: June 17, 2026

As of the Effective Date stated above, Lessor, named above, for adequate consideration, the receipt and sufficiency of which is acknowledged, executed, and delivered to Lessee, named above, a Geothermal Lease Agreement (the "Lease") in which Lessor granted, leased and let to Lessee all of the Lessor's Geothermal rights in the lands (the "Lands") located in the county and state named above, which Lands are described as follows:

Parcels : 04-044-0020 (5.24 Ac.), Described roads (88.74 Ac.), 04-068-0016 (39.00 Ac.), 04-084-0026 (0.40 Ac.), 04-084-0027 (1.15 Ac.), 04-084-0028 (0.07 Ac.), 03-109-0033 (1.65 Ac.), 032140002 (10.05 Ac.), 03-110-0022 (0.09 Ac.), 04-105-0019 (0.14 Ac.), 04-031-0032 (0.19 Ac.), 03-189-0014 (25.67 Ac.), 03-071-0049 (0.37 Ac.), 04-042-0082 (0.003 Ac.), 04-069-0022 (13.04 Ac.), 040860014 (0.48 Ac.), 04-041-0038 (0.12 Ac.)

Total 186.40 Ac.

Please see appendix A for full legal description

The Lease grants Lessee the exclusive right to explore for, drill for, produce and market geothermal resources from the Lands during the term of the Lease; construct and maintain such facilities and conduct such other operations as are provided for in the Lease; and the right of ingress and egress through, on, over and across the Lands to effectuate the purposes of the Lease. The Lease has a primary term of Twenty (20) years from the Effective Date thereof, or for so long thereafter as Geothermal Resources and Mineral Resources, as defined in the Lease are produced in paying quantities from the Lands or the Lease is otherwise maintained in effect pursuant to the provisions thereof.

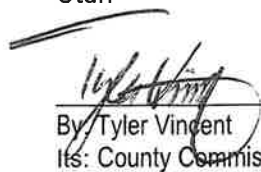
This Memorandum of Geothermal Lease Agreement is executed by Lessor and placed of record in the County above-named in which the Lands are located for the purpose of placing all persons on notice of the existence of the Lease, which is not, at the request of both parties, being filed of record. Executed copies of the Lease are maintained by Lessor and Lessee.

This Memorandum is signed by Lessor as of the date of the acknowledgment of their signatures below but is effective for all purposes as of the Effective Date stated above.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date hereinabove first written.

LESSOR

Box Elder County, a political subdivision of the State of
Utah


By: Tyler Vincent
Its: County Commission Chair, Box Elder County

[end of signature page]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF UTAH)
COUNTY OF Bex Elder) ss.

On July 22, 2026 before me, Marla R. Young, Notary Public, personally appeared Tyler Vincent, County Commission Chair, Bex Elder County, a political subdivision of the State of Utah, 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

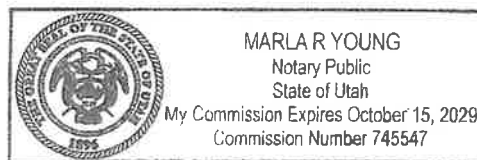
I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Marla R. Young

(Seal)



Appendix "A"

Parcels : 04-044-0020

THE 3400 WEST ROAD DEDICATION AS DESCRIBED ON ENT# 311677. PART OF SECTION 31 & SECTION 32, T 10N, R 02W, SLB&M. BEGINNING AT A POINT ON THE NORTH R/W LINE OF THE BOX ELDER COUNTY PLATED 2600 NORTH ST, SAID POINT LOCATED N 00°08'56" W 1337.39 FT ALONG THE EAST LINE OF SEC 32 AND N 90°00'00" W 3926.77 FT FROM THE SE CORNER OF SEC 32; THENCE S 89°51'06" W 30.94 FT; N 14°18'44" W 803.08 FT; THENCE ALONG THE ARC OF A 35.00 FT RADIUS CURVE TO THE LEFT 46.45 FT, HAVING A CENTRAL ANGLE OF 76°01'38", CHORD BEARS N 52°19'33" W 43.11 FT; S 89°39'39" W 110.55 FT; THENCE ALONG THE ARC OF A 65.00 FT RADIUS CURVE TO THE RIGHT 99.78 FT, HAVING A CENTRAL ANGLE 87°56'47" CHORD BEARS N 46°21'59" W 90.26 FT; N 02°23'35" W 494.92 FT; THENCE ALONG THE ARC OF A 85.00 FT RADIUS CURVE TO THE LEFT 44.23 FT, HAVING A CENTRAL ANGLE OF 29°48'32", CHORD BEARS N 17°17'51" W 43.72 FT; N 32°12'06" W 336.54 FT; THENCE ALONG THE ARC OF A 85.00 FT RADIUS CURVE TO THE LEFT 84.73 FT, HAVING A CENTRAL ANGLE OF 57°06'28", CHORD BEARS N 60°45'20" W 81.26 FT; N 89°18'33" W 417.92 FT; N 89°20'45" W 3118.88 FT; THENCE ALONG THE ARC OF A 50.00 FT RADIUS CURVE TO THE RIGHT 235.62 FT, HAVING A CENTRAL ANGLE OF 270°00'01", CHORD BEARS N 45°00'00" E 70.71 FT; S 00°39'16" W 20.57 FT; S 89°20'45" E 3069.48 FT; S 89°18'33" E 387.92 FT; N 00°24'59" E 299.92 FT; N 00°39'45" E 707.02 FT; N 00°23'58" E 255.67 FT; THENCE ALONG THE ARC OF A 515.00 RADIUS CURVE TO THE RIGHT 80.29 FT HAVING A CENTRAL ANGLE OF 08°55'58", CHORD BEARS N 04°51'56" E 80.21 FT; N 09°19'55" E 79.96 FT; THENCE ALONG THE ARC OF A 485.00 FT RADIUS CURVE TO THE LEFT 63.48 FT, HAVING A CENTRAL ANGLE OF 07°29'58", CHORD BEARS N 05°34'56" E 63.43; N 01°49'58" E 29.97 FT; N 88°10'03" W 18.40 FT; THENCE ALONG THE ARC OF A 50.00 FT RADIUS CURVE TO THE RIGHT 237.22 FT, HAVING A CENTRAL ANGLE OF 271°49'58", CHORD BEARS N 45°54'59" E 69.57, S 01°49'58" W 79.95 FT; THENCE ALONG THE ARC OF 515.00 FT RADIUS CURVE TO THE RIGHT 67.41 FT, HAVING A CENTRAL ANGLE OF 07°29'58", CHORD BEARS S 05°34'56" W 67.36 FT; S 09°19'55" W 79.96 FT; THENCE ALONG THE ARC OF A 485.00 FT RADIUS CURVE TO THE LEFT 75.62 FT, HAVING A CENTRAL ANGLE 08°55'58" CHORD BEARS S 04°51'56" W 75.54 FT; S 00°24'59" W 255.74 FT; S 00°39'45" W 707.03 FT; S 00°24'59" W 300.00 FT; THENCE ALONG THE ARC OF A 115.00 FT RADIUS CURVE TO THE RIGHT 114.63 FT, HAVING A CENTRAL ANGLE OF 57°06'27", CHORD BEARS S 60°45'19" E 109.94 FT; S 32°12'06" E 336.54 FT; THENCE ALONG THE ARC OF A 115.00 FT RADIUS CURVE TO THE RIGHT 59.83 FT, HAVING A CENTRAL ANGLE 29°48'31" CHORD BEARS S 17°17'51" E 59.16 FT; S 02°23'35" E 494.92 FT; THENCE ALONG THE ARC OF A 35.00 FT RADIUS CURVE TO THE LEFT 53.73 FT, HAVING A CENTRAL ANGLE OF 87°56'47", CHORD BEARS S 46°21'59" E 48.60 FT; N 89°39'39" E 110.55 FT; THENCE ALONG THE ARC OF A 65.00 RADIUS CURVE TO THE RIGHT 86.26 FT, HAVING A CENTRAL ANGLE OF 76°01'38", CHORD BEARS S 52°19'33" E 80.06 FT; S 14°18'44" E 810.65 FT TO THE POINT OF BEGINNING.

Described roads:

W 1600 N from the I-15 until termination at SR-13,
N 2400 W from SR-13 north until termination at W 3000 N,
N 2600 W from W 1600 N until termination at W Forest Street,
W 3000 N from the I-15 to termination at N2800 W,
N 2800 W from SR-13 until the north boundary of Section 28, Twp. 10N Rge. 2W,
W3800 N from N 2800 W until termination at the river to the west,
W 3200 N from N 2800 W until termination at the river to the west,
N 3300 W from W 4000 N to termination at W 3200 N,
N 4000 W north to the north boundary of Section 30 Twp, 10N Rge. 2W,
W 3800 N from N 4000 W to termination point east at the river,

N 4400 W from the north boundary of Corinne, Utah to N 4000 W,
W 1800 N from SR-13 to W 2350 N to termination at the river to the east,
W 2600 N from N 2800 W to termination at parcel # 04-044-0020,
N 3150 W from W 2600 N until termination to the North,
N 3100 W from W 2600 N to termination point north,
W 2800 N from N 2800 N to N 3100 W.

04-068-0016

BEG AT SE COR OF NE/4 OF SEC 24, TWP 10N, R 3W, SLM, S 89°42'20W 2595.0 FT TO E LINE OF HWY 84; N ALG SD LINE 654.2 FT, N 89°41'20E 2280 FT TO BANK OF MALAD RIVER, TH FOLLOWING BANK OF RIVER SELY TO A PT 210 FT N OF POB, S 210 FT TO POB

04-084-0026

BEG AT A PT WHICH IS 320.040 M (1050 FT) W & 281.652 M (924.06 FT) SURVEY DIST EQUALS 210.312 M (690 FT) OF RECORD N FROM SE COR OF SW/4 OF SEC 07, T 10N, R 02W, SLBM, SD PT BEING ON SLY R/W LINE OF CO RD, S 55°04'46" E 76.205 M (250.02 FT) ALG SD R/W LINE S 14.977 M (49.14 FT), N 73°50'40" W 65.053 M (213.43 FT), N 40.499 M (132.87 FT) TO POB.

04-084-0027

BEG AT A PT 320.040 M (1050 FT) W & 281.652 M (924.06 FT) SURVEY DIST EQUALS 210.312 M (690 FT) OF RECORD N FROM SE COR OF SW/4 OF SEC 7 T10N R2W SLM, SD PT BEING ON SLY R/W LINE OF CO RD, S 40.499 M (132.87 FT), N 73°50'40" W 22.522 M (73.89 FT), NWLY 137.812 M (452.14 FT) ALG THE ARC OF A 100.58 M (328.28 FT) RADIUS CURVE TO THE RIGHT (NOTE: CHORD TO SD CURVE BEARS N 34°23'13" W A DIST OF 127.175 M (417.24 FT) TO A PT ON SD SLY R/W LINE, SELY ALG SD R/W LINE THE FOLLOWING 2 COURSES: (1) SELY 21.344 M (70.03 FT) ALG THE ARC OF A 50.058 M (164.23 FT) RADIUS CURVE TO THE LEFT (NOTE: CHORD TO SD CURVE BEARS S 42°51'23" E FOR A DIST OF 21.182 M (69.50 FT), (2) S 55°04'46" E 96.411 M (316.31 FT) TO POB.

04-084-0028

BEG AT A PT WHICH IS 217.932 M (715.00 FT) W & 210.366 M (690.18 FT) (SURVEY DIST EQUALS 615 FT OF RECORD) N FROM SE COR OF SW/4 OF SEC 7 T10N R2W SLM, SD PT BEING ON SLY LINE OF CO RD, S 0.652 M (2.14 FT), WLY 16.930 M (55.54 FT) ALG THE ARC OF A 79.942 M (262.28 FT) RADIUS CURVE TO THE LEFT (NOTE: CHORD TO SD CURVE BEARS N 67°46'38" W A DIST OF 16.899 M (55.44 FT), N 73°50'40" W 24.967 M (81.91 FT), N 14.977 M (49.14 FT) M/L TO A PT ON SLY LINE OF CO RD, S 55°04'46" E 48.325 M (158.55 FT) M/L ALG SLY LINE TO POB.

03-109-0033

BEG AT A PT 1400 FT E OF SW COR OF SEC 16 T9N R2W SLM, SD PT BEING ON E R/W LINE OF 2600 W ST, E 2180 FT M/L ALG S SEC LINE TO SW COR OF PARCEL 03-109-0021, N 19°43'E 35 FT W 2180 FT M/L TO E R/W LINE OF 2600 W ST, SWLY ALG SD 2600 W ST 34 FT M/L TO POB.

032140002

LOT 2 KEB SUBDIVISION BRIGHAM CITY SURVEY.

03-110-0022

A PART OF SEC 17 T9N R2W SLM. BEING ALL LAND DEDICATED AS STREETS OR ROADS LYING WITHIN JASON JENSEN SUB.

04-105-0019

THAT PART DEDICATED AS ROADS IN FLINT ESTATES, BE COUNTY. PART OF
SEC 32, T 10N, R 02W, SLBM.

04-031-0032

THAT PART DEDICATED AS ROAD, AARON HARDY SUBDIVISION, BRCS. PART OF
SEC 18, T 10N, R 02W, SLBM.

03-189-0014

COMMENCING AT THE NW COR OF SEC 30 T9N R2W OF THE SLB BEING A
FOUND 3.25 INCH FISH AND WILDLIFE CAP, THENCE S0°21'37" W ALNG W/L OF
SD SEC 30 1196.75 FT TO NLY R/W OF PROJECT AND THE POB AND CONT ALG
SD R/W THE FOLLOWING 11 COURSES, (1) N61°28'18" E 1314.10 FT TO BEG OF A
CURVE TO THE LEFT, (2) ALG ARC OF SD CURVE A RADIUS OF 606.911 FT
THROUGH A CENTRAL ANGLE OF 39°49'45" 421.90 FT SD ARC SUBTENDE BY A
CHORD BEARS N41°33'26" E 413.45 FT, (3) N21°38'33"E 1078.12 FT TO THE BEG OF
A CURVE TO THE LEFT, (4) ALG ARC OF SD CURVE A RADIUS OF 3248.60 FT
THROUGH CENTRAL ANGLE OF 5°04'20" 287.59 FT SD ARC SUBTENDE BY A
CHD BEARS N19°06'23" E 287.50, (5) N16°34'13" E 170.54 FT TO THE BEG OF A
CURVE TO THE RIGHT, (6) ALG THE ARC OF SD CURVE A RADIUS OF 1673.80 FT
THROUGH A CENTRAL ANGLE OF 10°10'13" 297.11 FT SD ARC SUBTENDE BY A
CHD BEARS N21°39'20"E 296.42 FT, (7) N26°44'26" E 167.47 FT TO THE BEG OF A
CURVE TO THE LEFT, (8) ALG ARC OF SD CURVE A RADIUS OF 3248.60 FT
THROUGH A CENTRAL ANGLE OF 05°05'53" 289.06 FT SD ARC SUBTENDE BY A
CORD BEARS N24°11'29"E 288.96, (9) N21°38'33"E 3256.26 FT TO THE BEG OF A
CURVE TO THE RIGHT, (10) ALG THE ARC OF SD CURVE A RADIUS OF 672.91 FT
THROUGH A CENTRAL ANGLE OF 68°20'09" 802.57 FT SD ARC SUBTENDE BY A
CHD BEARS N55°48'37" E 755.84 FT, (11) N89°58'42" E 1190.53 FT TO THE E/L OF
SEC 18 T9N R/W OF THE SLM. THENCE ALG SD/L S00°00'00"W 44.08 FT TO THE SE
COR OF SD SEC, ALG E/L OF SD SEC 19 S00°04'06"W 33.00 FT TO EXISTING SLY
R/W OF THE BEAR RIVER RD AS DESCRIBED IN BK 611 PG 857, ALG SD R/W
N89°55'26"W 1293.78 FT A PT ON THE R/W OF SD PROJECT AND TO THE BEG OF
A NON-TANGENT CURVE TO THE LEFT ALG SD R/W & ALG ARC OF SD NON-
TANGENT CURVE A RADIUS OF 606.91 FT THROUGH A CENTRAL ANGLE OF
49°10'16" 520.85 FT SD ARC SUBTENDE BY A CHD BEARS S55°35'27"W 505.01 FT
TO THE EXISTING R/W OF THE BEAR RIVER RD DESCRIBED IN BK 611 PG 857,
ALG SD R/W S21°37'5"W 2495.58 FT TO THE E-W CENTER/L OF SEC 19,
S89°52'24"W 9.27 FT TO THE R/W OF SD PROJECT AND CONTINUING ALG SD R/W
THE FOLLOWING FIFTEEN (15) COURSES; (1) S21°38'33"W 855.99 FT TO THE BEG
OF A CURVE TO THE RIGHT, (2) ALG ARC OF SD CURVE A RADIUS OF 3314.60 FT
THROUGH A CENTRAL ANGLE 05°05'53" 294.93 FT SD ARC SUBTENDE BY CHD
BEARS S24°11'30"W 294.83 FT, S63°15'34"E 17.00 FT, (4) S26°44'26"W 167.47 FT, (5)
N63°15'36"W 17.00 FT TO THE BEG OF A NON-TANGENT CURVE TO THE LEFT, (6)
ALG ARC OF SD NON-TANGENT CURVE A RADIUS OF 1607.80 FT THROUGH A
CENTRAL ANGLE OF 10°10'13" 285.39 FT SD ARC SUBTENDE BY A CHD WHICH
BEARS S21°39'19"W 285.02, (7) S16°34'13"W 170.54 TO BEG OF A CURVE TO THE
RIGHT, (8) ALG ARC OF SD CURVE A RADIUS OF 3314.60 FT THROUGH A
CENTRAL ANGLE OF 05°04'20" 293.43 FT SD ARC SUBTENDE BY A CHD WHICH
BEARS S19°06'23"W 293.34 FT, (9) S21°38'33"W 645.87 FT (10) S68°21'27"E 17.00
FT, (11) S21°38'33"W 196.90 FT, (12) N68°21'27"W 17.00 FT, (13) S21°38'33"W 235.35
FT TO BEG OF A CURVE TO THE RIGHT, (14) ALG ARC OF SD CURVE A RADIUS
OF 672.91 FT THROUGH A CENTRAL ANGLE OF 39°49'45" 467.78 FT SD ARC
SUBTENDE BY A CHD BEARS S41°33'26" W 458.41 FT, (15) S61°28'18" W 1350.52
FT TO THE W/LOF SD SEC 30; ALG SD/L N00°21'37"E 75.38 FT TO POB.

03-071-0049

LOTS 1,2,3,4 BLK 202 PLAT A, CORINNE SURVEY

04-042-0082

BEGINNING AT POINT S 89°04'31" E 130.00 FT FROM NW CORNER BLK 158 PLT A CORINNE. THENCE S 89°04'31" E 2.75 FT; S 00°33'16" W 58.92 FT; N 89°04'19" W 2.46 FT; NORTH 58.92 FT TO POINT OF BEGINNING.

04-069-0022

ALL OF 4000 N ST & HWY 13 BEING PRT OF THE NW/4 OF SEC 25 T10N R03W SLM. FURTHER DESC AS BEING N & E OF THE FOLLOWING LINES: BEG AT A PT ON THE W/L OF SD SEC & THE S R/W/L OF 4000 N ST LOC S00°20'15"W 18.48 FT FRM THE NW COR OF SD NW/4, S89°46'05"E 2592.06 FT ALG SD S R/W/L, S00°47'00"W 2701.13 FT.

040860014

ALL ROADS WITHIN THE BEN WHEELWRIGHT SUBDIVISION

04-041-0038

A PART OF THE EAST ½ OF SECTION 30, T10N, R2W, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE BENJAMIN WILEY PROPERTY (04-041-0032), SAID POINT BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF 4000 WEST AND THE NORTH RIGHT-OF-WAY LINE OF A PUBLIC ACCESS ROAD (3600 NORTH), SAID POINT FURTHER DESCRIBED AS BEING N 00°11'00"W 2850.80 FEET ALONG THE WEST LINE OF SAID SECTION 30 AND N 90 00'00" E 2687.30 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 30 AND RUNNING THENCE N 0°00'00" E 330.50 FEET ALONG SAID EAST RIGHT-OF-WAY LINE OF 4000 WEST TO AN EXISTING FENCE LINE; THENCE S 89°40'15"E ALONG SAID FENCE LINE 16.25 FEET; THENCE S 0°00'00" W 331.06 FEET TO THE SOUTH LINE OF SAID WILEY PROPERTY; THENCE N 87°38'08"W ALONG SAID PROPERTY 16.26 FEET TO THE POINT OF BEGINNING.

Total 186.40 Ac.

THIS LEASE AGREEMENT FOR GEOTHERMAL RESOURCES (the "Agreement") is dated for reference as of the 17th day of June, 2026 (the "Effective Date"), and is made by and between:

Per: **Box Elder County, a political subdivision of the State of Utah, (the "Lessor")**
Tyler Vincent, County Commission Chair, Box Elder County

Per: **RODATHERM ENERGY CORPORATION**
(the "Lessee")
Curtis Cook

Address: 1 South Main Street
Brigham City, UT 84302

Address: Suite 300, 50 West Broadway,
Salt Lake City, Utah 84101, USA

Email:

Email: michaeld@rodatherm.com

Commercial Terms

Leased Lands:

Parcels : 04-044-0020 (5.24 Ac.), Described roads (88.74 Ac.), 04-068-0016 (39.00 Ac.), 04-084-0026 (0.40 Ac.), 04-084-0027 (1.15 Ac.), 04-084-0028 (0.07 Ac.), 03-109-0033 (1.65 Ac.), 032140002 (10.05 Ac.), 03-110-0022 (0.09 Ac.), 04-105-0019 (0.14 Ac.), 04-031-0032 (0.19 Ac.), 03-189-0014 (25.67 Ac.), 03-071-0049 (0.37 Ac.), 04-042-0082 (0.003 Ac.), 04-069-0022 (13.04 Ac.), 040860014 (0.48 Ac.), 04-041-0038 (0.12 Ac.)

Total 186.401 Ac.

Please see appendix A for full legal description

Lease Bonus: \$20 per acre

Lease Primary Term: 20 Lease Years from and after the Exercise Date.

Lease Annual Rental: \$2.00/acre, or portion thereof, included in the Leased Lands for the 1st Lease Year, through 5th Lease Year, which equals a total of \$10/acre, which shall be "paid up" on or before the 1st anniversary after the Effective Date, and \$5.00/acre, or portion thereof, for each Lease Year thereafter. Total initial Payment of \$5,592.03 for the first 5 years paid up Lease and bonus.

Lease Royalties: 1.75% for the 1st Production Year through the 10th Production Year, and 3.5% thereafter.

Surface Facilities Consent: Consistent with Section 7 of this Agreement, prior to constructing any surface facilities on the Leased Lands, Lessee shall obtain the written consent of Lessor as to the location and type of surface facilities on the Leased Lands, which consent shall not be unreasonably withheld, conditioned, or delayed, and both parties acting in good faith.

Water Use Limitation: Lessee shall not use, withdraw, divert, or otherwise utilize water from the Leased Lands that is shallower than 2,000 feet from the surface of the Leased Lands without the prior written consent of Lessor; Lessee may only use, withdraw, divert, or otherwise utilize water that is deeper than 2,000 feet from the surface of the Leased Lands. Lessee shall comply with all state and federal laws, rules, and regulations related to the utilization of the water.

This Lease includes the Addendum attached hereto.

Lease

IN CONSIDERATION of the provisions hereof, including the "Commercial Terms" above and the "General Terms & Conditions" below, the Parties have agreed as follows:

1. Lease. Lessor hereby grants, leases and lets to the Lessee the exclusive right to, in Lessee's sole discretion, conduct Lease Operations on the Leased Lands, including the right to:

- (a) drill for, extract, produce, remove, use, convert, store, utilize, sell, and otherwise dispose of any and all Geothermal Resources and Mineral Resources in or underlying the Leased Lands;

Lease Agreement for Geothermal Resources

- (b) inject and re-inject any fluids or gases including refrigerants, water, brine, steam from or into a well or wells, or a grouping of wells on the Leased Lands or such other land for the purpose of extracting Geothermal Resources; including maintaining or restoring pressure, increasing or maintaining production, or testing the productive zones beneath the Leased Lands or other land in the vicinity thereof to extract Geothermal Resources;
- (c) use and occupy any portion of the surface of the Leased Lands for all purposes relating to development of the Geothermal Resources;
- (d) use any portion of the Leased Lands for ingress, egress, and the construction or installation of Lease Improvements;
- (e) enter into an agreement with Lessor to obtain or use for Lease Operations any and all water and water rights owned by Lessor that have an authorized point of diversion on the Leased Land;
- (f) use sand, gravel, rock aggregate located in, on, or under the Leased Lands; and
- (g) to build and maintain any and all Lease Improvements that may be necessary or reasonably convenient for the exercise of the foregoing;

for the Primary Term and for so long thereafter as this Lease is affirmatively renewed in accordance with Section 16(C) and Lease Operations are being diligently prosecuted within or upon the Leased Lands, or on lands included in an approved communitization arrangement or unit agreement, with no cessation of more than 12 consecutive calendar months in the case of each cessation of Lease Operations, or if there is at least one well capable of producing Geothermal Resources from the Leased Land.

General Terms and Conditions

2. Definitions. In addition to the terms defined in the “Commercial Terms” section hereof, the following terms shall have the following meanings:

- (a) **“Current Market Value”** means the highest price which the Lessee would have received in an arm’s length transaction for Geothermal Resources if acting as a reasonably prudent operator having regard to current market prices, availability of markets and economic conditions in the industry generally.
- (b) **“Geothermal Resources”** means all forms of thermal energy, fluids, substances, and other associated geothermal resources, including but not limited to: (i) all products of geothermal processes, embracing indigenous steam, hot water, and hot brines; (ii) all steam and other gases, hot water and hot brines resulting from water, gas, or other fluids artificially or naturally introduced into subsurface formations; (iii) all heat or other associated energy found beneath the surface of the earth; or (iv) all strata, pool, reservoir, or other geologic formation containing geothermal resources.
- (c) **“Lease”** means the leasehold estate in respect of the Leased Lands created pursuant to this Agreement.
- (d) **“Lease Improvements”** includes any and all roads, pipelines, transmission lines, communication lines, utility installations, power lines, poles, tanks, evaporation and settling basins, ditches, canals, extraction and processing plants, machinery, buildings, electric power plants, and other equipment or infrastructure, whether on, under, or above ground, that may be necessary or reasonably convenient for Lease Operations or otherwise for the full enjoyment of the rights granted by this Lease by the Lessee.
- (e) **“Lease Operations”** means any and all operations conducted by the Lessee in respect of the Lease, including: (i) drilling, testing, completing, reworking, recompleting, deepening, plugging back, or repairing a well or injecting substances by means of a well, in search for or in an endeavor to obtain, maintain, or increase production of Geothermal Resources; (ii) the production, utilization, conversion, or storage of Geothermal Resources, the generation of electricity from Geothermal Resources and the storage thereof, the generation and distribution of heat energy or district heating, and the conversion of Geothermal Resources into any derivative product, including hydrogen, and the storage thereof; (iii) the construction, maintenance, operation, or presence of Lease Improvements used or intended for use in the production, utilization, conversion, or storage of Geothermal Resources, electricity, and/or derivative products; or (iv) any acts for or incidental to any of the foregoing.
- (f) **“Lease Year”** means the one-year period commencing: (i) on the Exercise Date, or (ii) on any annual anniversary of the Exercise Date.
- (g) **“Mineral Resources”** means any mineral resources (other than petroleum and related hydrocarbons, but including hydrogen, helium, lithium, potash, bromine, and other related saline minerals) originating from the Leased Lands and found in solution with, produced in association with, or discovered in proximity to Geothermal Resources by the Lessee in the course of conducting Lease Operations.
- (h) **“Parties”** means the Lessor and the Lessee, and **“Party”** means either of them as the context requires or permits.

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- (i) **"Production Year"** means the one-year period commencing: (i) on the date of first production, or (ii) on any anniversary date after the date of first production.
- (j) **"Regulations"** means any applicable statute, regulation, rule, permit, license or order of any government or governmental agency having jurisdiction over the Leased Lands, Lease Operations, or Geothermal Resources.

3. Rentals. Lessee shall pay to the Lessor the Annual Rental Payments as described in the Commercial Terms section above, regardless of whether the Leased Lands are included in a unit or outside of a unit, whether the Leased Lands are in production or not, or whether Royalties apply to such production or not. The Annual Rental for the 1st through 5th Lease Year shall be paid in accordance with the Commercial Terms as outlined in this Agreement.

4. Royalties.

- (a) Payment of Rental Payments shall constitute prepayment of production royalties that become due during the applicable period (the **"Advance Royalties"**). At such time that the amount of Royalties due to Lessor as described in this section 4 is greater than the aggregate amount of the Advance Royalties paid by Lessee since the Effective Date, and after all Advance Royalties have been fully applied, then Lessee will begin making payments to Lessor for the applicable Royalties until the end of that current Lease Year.
- (b) The royalty rate shall be based on Geothermal Resources produced from the Leased Lands, provided that: (i) for generated electricity that is sold to an arm's length purchaser, the Royalty shall be applied to the gross proceeds derived from the arm's-length sale less any and all electrical transmission fees and associated expenses and charges; and (ii) for generated electricity that is not sold in an arm's length transaction, the Royalty shall be applied to the gross proceeds that would have been derived from the sale of electricity at the then Current Market Value.
- (c) Notwithstanding anything to the contrary herein contained or implied, the Lessee [or a third party authorized by the Lessee] shall be entitled to use all or a portion of the production of Geothermal Resources as reasonably may be required by the Lessee in Lease Operations, and the Lessor shall not be entitled to any Royalty with respect to the Geothermal Resources so used.

- (d) For every calendar month after the expiry of the Primary Term during which the Lessor is not otherwise entitled to a Royalty payment, the Lessee shall pay to the Lessor a suspended production payment of \$150.00 for each such calendar month.
- (e) The Royalties are due on the last day of the second calendar month following the calendar month in which Lessor receives payment from the sale of Geothermal Resources for which Royalties are due.
- (f) If the Leased Lands or a portion thereof are committed to an approved communitization arrangement or unit agreement and such arrangement or agreement contains a provision for the allocation of production, the Royalties must be paid on the production allocated to the committed portion of the Leased Lands as applicable.
- (g) After the Primary Term, the Parties may renegotiate the Royalty, adjusting for rates prevailing in the area or other considerations, consistent with Section 18(c) of this Agreement.

5. Rate of Development, and Unitization. The Lessee must conduct all Lease Operations in accordance with applicable Regulations, and must prevent unnecessary damage to, loss of, or waste of Geothermal Resources included in the Lease. The Lessee reserves the right to control the rate of development and production the Geothermal Resources. Lessee, acting reasonably, may unitize all or any part of the Leased Lands with other land by executing and recording a declaration of unitization and following any applicable state law regarding unitization. The unitized area shall be a reasonably compact contiguous area. Notice of Lessee's intention to unitize shall be given to Lessor at least thirty (30) days prior to the date of recording a declaration of unitization. The notice shall describe generally the other properties to be unitized with the Leased Lands and shall specify the Lessor's proportionate share. After recordation of a declaration of unitization, Lessee may commingle Geothermal or Mineral Resources from the Leased Lands with same from other lands within the unit, and all work done on any part of the unitized area shall have the same effect as though such work were done on the Leased Lands. All Geothermal Resources obtained from the unitized area and sold by Lessee shall be payable to Lessor at the rate specified in this Agreement but only in the proportion which the interest of Lessor in the Geothermal Resources in the Leased Lands bears to the entire interest in the geothermal rights in the unitized area,

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pro-rated on an acreage basis. Lessee may reduce, enlarge, modify, or dissolve the unit.

6. Documents and Records. The Lessee must provide to the Lessor, not later than 30 days after the effective date thereof, a summary of any contract or evidence of other arrangement for the sale, use, or disposal of Geothermal Resources produced, or for the sale of electricity generated using Geothermal Resources produced from the Lease. At such times and in such form as the Lessor may prescribe, the Lessee must furnish detailed statements and all documents showing:

- (a) amounts and quality of all Geothermal Resources produced and used or sold;
- (b) proceeds derived therefrom or from the sale of electricity generated using such Geothermal Resources; and
- (c) amounts that are unavoidably lost or reinjected before use, used to generate plant parasitic electricity or electricity for Lease Operations, or otherwise used for Lease Operations related to the commercial production or generation of electricity.

The Lessee must keep open at all reasonable times for inspection by the Lessor, all books, accounts, and records relative to Lease Operations. The Lessee must maintain copies of all contracts, sales agreements, accounting records, billing records, invoices, gross proceeds and payment data regarding the sale, disposition, or use of Geothermal Resources, and the sale of electricity generated using Geothermal Resources produced from the Lease, and all other information relevant to determining Royalties. All such records must be maintained in the Lessee's accounting offices for future audit by the Lessor and produced upon request by the Lessor or the Lessor's authorized representative or agent. The Lessee must maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by the Regulations.

7. Conduct of Lease Operations. The Lessee must take reasonable measures to conduct Lease Operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. To the extent consistent with the rights granted by the Lease, such measures may include, but are not limited to, modification to siting or design of Lease Improvements, timing of Lease Operations, compliance with Utah Code § 73-22-6, filing and maintaining of appropriate reclamation surety, and specification of interim and final reclamation

measures. The Lessor reserves the right to continue existing uses and to authorize future uses upon or in the Leased Lands, including the approval of easements or rights-of-way to third parties. Such future uses will be conditioned so as to prevent unnecessary or unreasonable interference with the rights of the Lessee. Prior to disturbing the surface of the Leased Lands, the Lessee must contact the Lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. If a dispute arises in respect of the rights granted by this Agreement and other uses, such dispute shall be resolved through binding arbitration.

8. Water Rights and Wells. Lessee shall take reasonable steps to protect Lessor's water supply from contamination or other negative impacts. Lessor shall not oppose any application filed or authorization sought by Lessee to acquire, appropriate, change, or otherwise use water located deeper than 2,000 feet below the surface for the Lease Operations. Lessor covenants to assist and cooperate with Lessee to acquire, appropriate, change, or otherwise use such water for the Lease Operations.

9. Discovery of Mineral Resources. If the conduct of Lease Operations by the Lessee during the Primary Term results in the discovery of commercial quantities of Mineral Resources, the Lessee shall provide written notice to the Lessor of such discovery and the Lessor shall be obligated, upon an additional payment of two times the bonus amount per acre as identified in this Agreement, and the payment of ongoing Annual Rentals equal to two times the amount for the Lease Year in which such notice is given, to enter into a lease with the Lessee in respect of such Mineral Resources on the same or similar terms and conditions as this Agreement; provided, however, that the primary term of the lease for Mineral Resources shall be extended for a period of at least 7 Lease Years following the expiry of the Primary Term. If a dispute arises in respect of the rights to be granted by the other Mineral Resources lease, such dispute shall be resolved through binding arbitration.

10. Taxes and Right to Offset. Lessee shall promptly pay all taxes, assessments and other governmental charges imposed upon or attributable to any structures, facilities, equipment and personal property placed or erected on the Leased Land by Lessee. Lessor shall pay all real property taxes and all taxes on Lessor's personal property. If Lessor shall fail to pay any and all amounts due hereunder, or to duly satisfy and discharge any mortgage, or lien or pay any taxes, shortages, or other items existing,

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levied or assessed on or against the Leased Lands, or shall suffer or permit any lien or encumbrance to be imposed upon the Leased Lands, Lessee at its option may, but shall not be obligated to, pay and discharge any such mortgage, lien, encumbrance, tax, shortage or other item existing, levied or assessed against the Leased Lands. Lessee may reimburse itself for any such payment by withholding and retaining as its sole property from Royalties the amounts so paid by Lessee without prejudice to any right of Lessee to recover from Lessor or against the Leased Lands in any manner or by any remedy whatsoever, and Lessee shall have all of the rights and remedies against Lessor which the mortgagee or the lender had immediately prior to the time of such payment. Upon the request of Lessee, Lessor shall promptly make, execute, acknowledge, and deliver to Lessee any and all instruments (in form and substance satisfactory to Lessee) which Lessee, in its sole judgment, shall deem necessary or desirable to fully effectuate the provisions of this paragraph.

11. Title and Quiet Enjoyment. Lessor hereby warrants and agrees to defend title to the Leased Lands while this Agreement is in effect, subject only to matters of record in the official records of the county in which the Leased Lands are located. In no event shall Lessor permit or allow title to the Leased Lands to be lost as the result of nonpayment of any taxes, assessments or other such charges relating to occupancy and/or activities of Lessee on the Leased Lands while this Geothermal Lease is in effect. Lessor shall not unreasonably interfere with Lease Operations and shall not enter into any agreement with respect to the Leased Lands that would unreasonably interfere with Lease Operations. For clarity, in the event Lessor sells, transfers, assigns, or vacates its interest in all or any portion of the Leased Lands, the subsequent owner or assignee shall assume all rights and obligations of the Lessor under this Agreement with respect to the portion of the Leased Lands acquired.

12. Damages to Lessors Property. The Lessee must pay the Lessor for unnecessary or undue damage to the Lessor's property and must save and hold the Lessor harmless from all claims for damage or harm to persons or property as a result of Lease Operations.

13. Provision of Safe Working Environment. The Lessee must maintain a safe working environment in accordance with applicable Regulations and standard industry practices, and take measures necessary to protect public health and safety.

14. Transfer of Lease and Relinquishment of Lease. The Lessee must provide the Lessor any assignment or other

transfer of an interest in the Lease. Lessee is not bound to pay Rental or Royalties to anyone other than the Lessor named herein unless satisfactory documentation (e.g., recorded transfer instrument, letters testamentary, letters of administration, decree of distribution) is provided to the Lessee evidencing the transfer of Lessor's ownership. Lessee may at any time relinquish the Lease or any portion thereof by providing the Lessor with a written relinquishment, which will be effective as of the date the Lessor receives it, subject to the continued obligation of the Lessee to be responsible for:

- (a) paying all accrued Annual Rentals and Royalties;
- (b) plugging and abandoning all wells on the relinquished land; and
- (c) restoring and reclaiming the surface and other resources.

15. Delivery of Premises. At such time as all or portions of the Lease are returned to the Lessor, the Lessee must place all wells in condition for suspension or abandonment, reclaim the land as specified by the Lessor, and within a reasonable period of time, remove any Lease Improvements not deemed necessary by the Lessee for the preservation of producible wells or continued protection of the environment.

16. Default.

- (a) If the Lessor considers that the Lessee has not complied with any provisions or obligations of this Agreement the Lessor shall notify the Lessee in writing, describing in reasonable detail the alleged breach or breaches. The Lessee shall have 60 days after receipt of such notice to either: (i) remedy or commence to remedy the breach or breaches alleged by the Lessor, and thereafter to diligently continue to remedy the same; or (ii) commence and diligently pursue proceedings for a judicial determination as to whether the alleged acts or omissions constitute a breach or breaches on the part of the Lessee.
- (b) The performance of any act by the Lessee intended to remedy all or any of the alleged breaches shall not be deemed an admission by the Lessee that it has failed to perform its obligations hereunder. If the Lessee fails to remedy or commence to remedy the breach or breaches within the 60 day period or, if having so commenced to remedy the breach or breaches, thereafter fails to continue diligently to remedy the same, or if proceedings have not been commenced for a judicial determination as aforesaid, the Lessor may: (i) during the Primary Term, elect to terminate this Agreement by notice to the Lessee; or (ii) after the

**Lease Agreement
for Geothermal Resources**

Primary Term, commence proceedings against the Lessee to recover damages.

- (c) For the avoidance of doubt, after the Primary Term this Agreement shall be renewed for subsequent 20-year terms upon the agreement of both parties in writing. Otherwise, the Agreement shall terminate.

17. Heirs and Successors-in-Interest. Each obligation of this Agreement will extend to and be binding upon, and every benefit hereof will inure to, the heirs, executors, administrators, successors, or authorized assigns of the respective Parties.

18. General Provisions.

- (a) The terms of this Agreement constitute the entire agreement between the Parties, and no implied covenant or liability of any kind is created or shall arise by reason hereof or anything contained herein. This Agreement supersedes and replaces all previous oral or written agreements, memoranda, correspondence, and other communications between the Parties relating to the subject matter hereof. The Parties recognize that the terms of this Agreement may be modified or affected by any Regulations.
- (b) At any time following execution of this Agreement, and in Lessee's sole discretion, acting reasonably, Lessee may record a memorandum providing constructive notice of Lessee's rights under this Agreement, which memorandum shall be recorded in the official records of the county recorded in which the Leased Lands are located. Lessor shall cooperate with Lessee in this effort and shall execute any further documentation that may be necessary to effectuate this result.
- (c) No amendment or variation of the terms of this Agreement shall be binding on either Party unless it is evidenced in writing executed by the Parties. Lessor covenants to cooperate with reasonable Lessee requests to negotiate amendments to this Agreement or to subordinate as the case may be.
- (d) If any provision hereof becomes illegal or unenforceable, the provision will be deemed to be severed and the Agreement shall continue as amended.
- (e) This Agreement may be executed in any number of counterparts and any Party who executes a counterpart need not execute the same counterpart as any other Party. Each of such counterparts shall be an original document, all of which counterparts together shall constitute one and the same document.

19. Mineral and Geothermal Rights. In the event that Lessor does not own all or any portion of the mineral and/or geothermal rights underlying the Leased Lands, this Agreement shall remain in full force and effect except with respect to those specific rights or portions thereof not owned by Lessor. Any such rights not owned by Lessor are hereby excluded from this Agreement, and this Agreement shall be deemed amended to reflect only the rights and lands properly owned and granted by Lessor.

20. Governing Law and Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah. The parties agree that any legal action, suit, or proceeding arising out of or relating to this Agreement shall be instituted exclusively in the First Judicial District Court in and for Box Elder County, State of Utah.

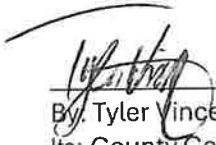
21. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of any rights or protections afforded to Lessor under the Utah Governmental Immunity Act, Utah Code, Title 63G, Chapter 7.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date hereinabove first written.

LESSOR

Box Elder County, a political subdivision of
the State of Utah

Attest:



By: Tyler Vincent
Its: County Commission Chair, Box Elder
County

LESSEE

Rodatherm Energy Corporation, a Delaware
company



By: Curtis Cook
Its: CEO, Rodatherm Energy Corporation

[end of signature page]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF UTAH)
COUNTY OF Box Elder) ss.

On July 22, 2016 before me, Marla R. Young, Notary Public, personally appeared Tyler Vincent, County Commission Chair, Box Elder County, a political subdivision of the State of Utah, 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

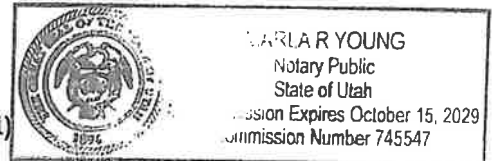
I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Marla R. Young

(Seal)



Acknowledgement of Corporation

CITY OF Calgary)

PROVINCE OF Alberta)

On this 14th day of August, 2026, before me, Clayton Cook,
Notary Public for the Province of Alberta, Canada, personally appeared Curtis
Cook, known to me to be the person whose name is subscribed to the foregoing instrument who
acknowledged that he executed the above interest on behalf of Rodatherm Energy Corporation, a
Delaware company as its President.

(NOTARIAL SEAL)



NOTARY PUBLIC

Clayton H. Cook
Notary Public and a Member
of the Law Society of Alberta

Appendix "A"

Parcels : 04-044-0020

THE 3400 WEST ROAD DEDICATION AS DESCRIBED ON ENT# 311677. PART OF SECTION 31 & SECTION 32, T 10N, R 02W, SLB&M. BEGINNING AT A POINT ON THE NORTH R/W LINE OF THE BOX ELDER COUNTY PLATED 2600 NORTH ST, SAID POINT LOCATED N 00°08'56" W 1337.39 FT ALONG THE EAST LINE OF SEC 32 AND N 90°00'00" W 3926.77 FT FROM THE SE CORNER OF SEC 32; THENCE S 89°51'06" W 30.94 FT; N 14°18'44" W 803.08 FT; THENCE ALONG THE ARC OF A 35.00 FT RADIUS CURVE TO THE LEFT 46.45 FT, HAVING A CENTRAL ANGLE OF 76°01'38", CHORD BEARS N 52°19'33" W 43.11 FT; S 89°39'39" W 110.55 FT; THENCE ALONG THE ARC OF A 65.00 FT RADIUS CURVE TO THE RIGHT 99.78 FT, HAVING A CENTRAL ANGLE 87°56'47" CHORD BEARS N 46°21'59" W 90.26 FT; N 02°23'35" W 494.92 FT; THENCE ALONG THE ARC OF A 85.00 FT RADIUS CURVE TO THE LEFT 44.23 FT, HAVING A CENTRAL ANGLE OF 29°48'32", CHORD BEARS N 17°17'51" W 43.72 FT; N 32°12'06" W 336.54 FT; THENCE ALONG THE ARC OF A 85.00 FT RADIUS CURVE TO THE LEFT 84.73 FT, HAVING A CENTRAL ANGLE OF 57°06'28", CHORD BEARS N 60°45'20" W 81.26 FT; N 89°18'33" W 417.92 FT; N 89°20'45" W 3118.88 FT; THENCE ALONG THE ARC OF A 50.00 FT RADIUS CURVE TO THE RIGHT 235.62 FT, HAVING A CENTRAL ANGLE OF 270°00'01", CHORD BEARS N 45°00'00" E 70.71 FT; S 00°39'16" W 20.57 FT; S 89°20'45" E 3069.48 FT; S 89°18'33" E 387.92 FT; N 00°24'59" E 299.92 FT; N 00°39'45" E 707.02 FT; N 00°23'58" E 255.67 FT; THENCE ALONG THE ARC OF A 515.00 RADIUS CURVE TO THE RIGHT 80.29 FT HAVING A CENTRAL ANGLE OF 08°55'58", CHORD BEARS N 04°51'56" E 80.21 FT; N 09°19'55" E 79.96 FT; THENCE ALONG THE ARC OF A 485.00 FT RADIUS CURVE TO THE LEFT 63.48 FT, HAVING A CENTRAL ANGLE OF 07°29'58", CHORD BEARS N 05°34'56" E 63.43; N 01°49'58" E 29.97 FT; N 88°10'03" W 18.40 FT; THENCE ALONG THE ARC OF A 50.00 FT RADIUS CURVE TO THE RIGHT 237.22 FT, HAVING A CENTRAL ANGLE OF 271°49'58", CHORD BEARS N 45°54'59" E 69.57, S 01°49'58" W 79.95 FT; THENCE ALONG THE ARC OF 515.00 FT RADIUS CURVE TO THE RIGHT 67.41 FT, HAVING A CENTRAL ANGLE OF 07°29'58", CHORD BEARS S 05°34'56" W 67.36 FT; S 09°19'55" W 79.96 FT; THENCE ALONG THE ARC OF A 485.00 FT RADIUS CURVE TO THE LEFT 75.62 FT, HAVING A CENTRAL ANGLE 08°55'58" CHORD BEARS S 04°51'56" W 75.54 FT; S 00°24'59" W 255.74 FT; S 00°39'45" W 707.03 FT; S 00°24'59" W 300.00 FT; THENCE ALONG THE ARC OF A 115.00 FT RADIUS CURVE TO THE RIGHT 114.63 FT, HAVING A CENTRAL ANGLE OF 57°06'27", CHORD BEARS S 60°45'19" E 109.94 FT; S 32°12'06" E 336.54 FT; THENCE ALONG THE ARC OF A 115.00 FT RADIUS CURVE TO THE RIGHT 59.83 FT, HAVING A CENTRAL ANGLE 29°48'31" CHORD BEARS S 17°17'51" E 59.16 FT; S 02°23'35" E 494.92 FT; THENCE ALONG THE ARC OF A 35.00 FT RADIUS CURVE TO THE LEFT 53.73 FT, HAVING A CENTRAL ANGLE OF 87°56'47", CHORD BEARS S 46°21'59" E 48.60 FT; N 89°39'39" E 110.55 FT; THENCE ALONG THE ARC OF A 65.00 RADIUS CURVE TO THE RIGHT 86.26 FT, HAVING A CENTRAL ANGLE OF 76°01'38", CHORD BEARS S 52°19'33" E 80.06 FT; S 14°18'44" E 810.65 FT TO THE POINT OF BEGINNING.

Described roads:

W 1600 N from the I-15 until termination at SR-13,
N 2400 W from SR-13 north until termination at W 3000 N,
N 2600 W from W 1600 N until termination at W Forest Street,
W 3000 N from the I-15 to termination at N2800 W,
N 2800 W from SR-13 until the north boundary of Section 28, Twp. 10N Rge. 2W,
W3800 N from N 2800 W until termination at the river to the west,
W 3200 N from N 2800 W until termination at the river to the west,
N 3300 W from W 4000 N to termination at W 3200 N,
N 4000 W north to the north boundary of Section 30 Twp, 10N Rge. 2W,

W 3800 N from N 4000 W to termination point east at the river,
N 4400 W from the north boundary of Corinne, Utah to N 4000 W,
W 1800 N from SR-13 to W 2350 N to termination at the river to the east,
W 2600 N from N 2800 W to termination at parcel # 04-044-0020,
N 3150 W from W 2600 N until termination to the North,
N 3100 W from W 2600 N to termination point north,
W 2800 N from N 2800 N to N 3100 W.

04-068-0016

BEG AT SE COR OF NE/4 OF SEC 24, TWP 10N, R 3W, SLM, S 89°42'20W 2595.0 FT TO E LINE OF HWY 84; N ALG SD LINE 654.2 FT, N 89°41'20E 2280 FT TO BANK OF MALAD RIVER, TH FOLLOWING BANK OF RIVER SELY TO A PT 210 FT N OF POB, S 210 FT TO POB

04-084-0026

BEG AT A PT WHICH IS 320.040 M (1050 FT) W & 281.652 M (924.06 FT) SURVEY DIST EQUALS 210.312 M (690 FT) OF RECORD N FROM SE COR OF SW/4 OF SEC 07, T 10N, R 02W, SLBM, SD PT BEING ON SLY R/W LINE OF CO RD, S 55°04'46" E 76.205 M (250.02 FT) ALG SD R/W LINE S 14.977 M (49.14 FT), N 73°50'40" W 65.053 M (213.43 FT), N 40.499 M (132.87 FT) TO POB.

04-084-0027

BEG AT A PT 320.040 M (1050 FT) W & 281.652 M (924.06 FT) SURVEY DIST EQUALS 210.312 M (690 FT) OF RECORD N FROM SE COR OF SW/4 OF SEC 7 T10N R2W SLM, SD PT BEING ON SLY R/W LINE OF CO RD, S 40.499 M (132.87 FT), N 73°50'40" W 22.522 M (73.89 FT), NWLY 137.812 M (452.14 FT) ALG THE ARC OF A 100.58 M (328.28 FT) RADIUS CURVE TO THE RIGHT (NOTE: CHORD TO SD CURVE BEARS N 34°23'13" W A DIST OF 127.175 M (417.24 FT) TO A PT ON SD SLY R/W LINE, SELY ALG SD R/W LINE THE FOLLOWING 2 COURSES: (1) SELY 21.344 M (70.03 FT) ALG THE ARC OF A 50.058 M (164.23 FT) RADIUS CURVE TO THE LEFT (NOTE: CHORD TO SD CURVE BEARS S 42°51'23" E FOR A DIST OF 21.182 M (69.50 FT), (2) S 55°04'46" E 96.411 M (316.31 FT) TO POB.

04-084-0028

BEG AT A PT WHICH IS 217.932 M (715.00 FT) W & 210.366 M (690.18 FT) (SURVEY DIST EQUALS 615 FT OF RECORD) N FROM SE COR OF SW/4 OF SEC 7 T10N R2W SLM, SD PT BEING ON SLY LINE OF CO RD, S 0.652 M (2.14 FT), WLY 16.930 M (55.54 FT) ALG THE ARC OF A 79.942 M (262.28 FT) RADIUS CURVE TO THE LEFT (NOTE: CHORD TO SD CURVE BEARS N 67°46'38" W A DIST OF 16.899 M (55.44 FT), N 73°50'40" W 24.967 M (81.91 FT), N 14.977 M (49.14 FT) M/L TO A PT ON SLY LINE OF CO RD, S 55°04'46" E 48.325 M (158.55 FT) M/L ALG SLY LINE TO POB.

03-109-0033

BEG AT A PT 1400 FT E OF SW COR OF SEC 16 T9N R2W SLM, SD PT BEING ON E R/W LINE OF 2600 W ST, E 2180 FT M/L ALG S SEC LINE TO SW COR OF PARCEL 03-109-0021, N 19°43' E 35 FT W 2180 FT M/L TO E R/W LINE OF 2600 W ST, SWLY ALG SD 2600 W ST 34 FT M/L TO POB.

032140002

LOT 2 KEB SUBDIVISION BRIGHAM CITY SURVEY.

03-110-0022

A PART OF SEC 17 T9N R2W SLM. BEING ALL LAND DEDICATED AS STREETS OR ROADS LYING WITHIN JASON JENSEN SUB.

04-105-0019

THAT PART DEDICATED AS ROADS IN FLINT ESTATES, BE COUNTY. PART OF
SEC 32, T 10N, R 02W, SLBM.

04-031-0032

THAT PART DEDICATED AS ROAD, AARON HARDY SUBDIVISION, BRCS. PART OF
SEC 18, T 10N, R 02W, SLBM.

03-189-0014

COMMENCING AT THE NW COR OF SEC 30 T9N R2W OF THE SLB BEING A
FOUND 3.25 INCH FISH AND WILDLIFE CAP, THENCE S0°21'37" W ALNG W/L OF
SD SEC 30 1196.75 FT TO NLY R/W OF PROJECT AND THE POB AND CONT ALG
SD R/W THE FOLLOWING 11 COURSES, (1) N61°28'18" E 1314.10 FT TO BEG OF A
CURVE TO THE LEFT, (2) ALG ARC OF SD CURVE A RADIUS OF 606.911 FT
THROUGH A CENTRAL ANGLE OF 39°49'45" 421.90 FT SD ARC SUBTENDED BY A
CHORD BEARS N41°33'26" E 413.45 FT, (3) N21°38'33"E 1078.12 FT TO THE BEG OF A
CURVE TO THE LEFT, (4) ALG ARC OF SD CURVE A RADIUS OF 3248.60 FT
THROUGH CENTRAL ANGLE OF 5°04'20" 287.59 FT SD ARC SUBTENDED BY A
CHD BEARS N19°06'23" E 287.50, (5) N16°34'13" E 170.54 FT TO THE BEG OF A
CURVE TO THE RIGHT, (6) ALG THE ARC OF SD CURVE A RADIUS OF 1673.80 FT
THROUGH A CENTRAL ANGLE OF 10°10'13" 297.11 FT SD ARC SUBTENDED BY A
CHD BEARS N21°39'20"E 296.42 FT, (7) N26°44'26" E 167.47 FT TO THE BEG OF A
CURVE TO THE LEFT, (8) ALG ARC OF SD CURVE A RADIUS OF 3248.60 FT
THROUGH A CENTRAL ANGLE OF 05°05'53" 289.06 FT SD ARC SUBTENDED BY A
CORD BEARS N24°11'29"E 288.96, (9) N21°38'33"E 3256.26 FT TO THE BEG OF A
CURVE TO THE RIGHT, (10) ALG THE ARC OF SD CURVE A RADIUS OF 672.91 FT
THROUGH A CENTRAL ANGLE OF 68°20'09" 802.57 FT SD ARC SUBTENDED BY A
CHD BEARS N55°48'37" E 755.84 FT, (11) N89°58'42" E 1190.53 FT TO THE E/L OF
SEC 18 T9N R/W OF THE SLM. THENCE ALG SD/L S00°00'00"W 44.08 FT TO THE SE
COR OF SD SEC, ALG E/L OF SD SEC 19 S00°04'06"W 33.00 FT TO EXISTING SLY
R/W OF THE BEAR RIVER RD AS DESCRIBED IN BK 611 PG 857, ALG SD R/W
N89°55'26"W 1293.78 FT A PT ON THE R/W OF SD PROJECT AND TO THE BEG OF
A NON-TANGENT CURVE TO THE LEFT ALG SD R/W & ALG ARC OF SD NON-
TANGENT CURVE A RADIUS OF 606.91 FT THROUGH A CENTRAL ANGLE OF
49°10'16" 520.85 FT SD ARC SUBTENDED BY A CHD BEARS S55°35'27"W 505.01 FT
TO THE EXISTING R/W OF THE BEAR RIVER RD DESCRIBED IN BK 611 PG 857,
ALG SD R/W S21°37'5"W 2495.58 FT TO THE E-W CENTER/L OF SEC 19,
S89°52'24"W 9.27 FT TO THE R/W OF SD PROJECT AND CONTINUING ALG SD R/W
THE FOLLOWING FIFTEEN (15) COURSES; (1) S21°38'33"W 855.99 FT TO THE BEG
OF A CURVE TO THE RIGHT, (2) ALG ARC OF SD CURVE A RADIUS OF 3314.60 FT
THROUGH A CENTRAL ANGLE 05°05'53" 294.93 FT SD ARC SUBTENDED BY CHD
BEARS S24°11'30"W 294.83 FT, S63°15'34"E 17.00 FT, (4) S26°44'26"W 167.47 FT, (5)
N63°15'36"W 17.00 FT TO THE BEG OF A NON-TANGENT CURVE TO THE LEFT, (6)
ALG ARC OF SD NON-TANGENT CURVE A RADIUS OF 1607.80 FT THROUGH A
CENTRAL ANGLE OF 10°10'13" 285.39 FT SD ARC SUBTENDED BY A CHD WHICH
BEARS S21°39'19"W 285.02, (7) S16°34'13"W 170.54 TO BEG OF A CURVE TO THE
RIGHT, (8) ALG ARC OF SD CURVE A RADIUS OF 3314.60 FT THROUGH A
CENTRAL ANGLE OF 05°04'20" 293.43 FT SD ARC SUBTENDED BY A CHD WHICH
BEARS S19°06'23"W 293.34 FT, (9) S21°38'33"W 645.87 FT (10) S68°21'27"E 17.00
FT, (11) S21°38'33"W 196.90 FT, (12) N68°21'27"W 17.00 FT, (13) S21°38'33"W 235.35
FT TO BEG OF A CURVE TO THE RIGHT, (14) ALG ARC OF SD CURVE A RADIUS
OF 672.91 FT THROUGH A CENTRAL ANGLE OF 39°49'45" 467.78 FT SD ARC
SUBTENDED BY A CHD BEARS S41°33'26" W 458.41 FT, (15) S61°28'18" W 1350.52
FT TO THE W/LOF SD SEC 30; ALG SD/L N00°21'37"E 75.38 FT TO POB.

03-071-0049

LOTS 1,2,3,4 BLK 202 PLAT A, CORINNE SURVEY

04-042-0082

BEGINNING AT POINT S 89°04'31" E 130.00 FT FROM NW CORNER BLK 158 PLT A CORINNE. THENCE S 89°04'31" E 2.75 FT; S 00°33'16" W 58.92 FT; N 89°04'19" W 2.46 FT; NORTH 58.92 FT TO POINT OF BEGINNING.

04-069-0022

ALL OF 4000 N ST & HWY 13 BEING PRT OF THE NW/4 OF SEC 25 T10N R03W SLM. FURTHER DESC AS BEING N & E OF THE FOLLOWING LINES: BEG AT A PT ON THE W/L OF SD SEC & THE S R/W/L OF 4000 N ST LOC S00°20'15"W 18.48 FT FRM THE NW COR OF SD NW/4, S89°46'05"E 2592.06 FT ALG SD S R/W/L, S00°47'00"W 2701.13 FT.

040860014

ALL ROADS WITHIN THE BEN WHEELWRIGHT SUBDIVISION

04-041-0038

A PART OF THE EAST ½ OF SECTION 30, T10N, R2W, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE BENJAMIN WILEY PROPERTY (04-041-0032), SAID POINT BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF 4000 WEST AND THE NORTH RIGHT-OF-WAY LINE OF A PUBLIC ACCESS ROAD (3600 NORTH), SAID POINT FURTHER DESCRIBED AS BEING N 00°11'00"W 2850.80 FEET ALONG THE WEST LINE OF SAID SECTION 30 AND N 90 00'00" E 2687.30 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 30 AND RUNNING THENCE N 0°00'00" E 330.50 FEET ALONG SAID EAST RIGHT-OF-WAY LINE OF 4000 WEST TO AN EXISTING FENCE LINE; THENCE S 89°40'15"E ALONG SAID FENCE LINE 16.25 FEET; THENCE S 0°00'00" W 331.06 FEET TO THE SOUTH LINE OF SAID WILEY PROPERTY; THENCE N 87°38'08"W ALONG SAID PROPERTY 16.26 FEET TO THE POINT OF BEGINNING.

Total 186.40 Ac.

ADDENDUM

1. **Notwithstanding anything in this Agreement to the contrary, Lessor does not grant, let, lease or license to Lessee, by this Agreement or otherwise, and Lessee shall not have, the right to utilize the surface of the Leased Lands for the purpose of conducting Lease Operations, constructing Lease Improvements, or any other purpose, and all such activities shall be strictly prohibited. In case of a conflict between this paragraph and any other provision of this Agreement, this paragraph shall be controlling. Lessor shall not oppose any such activity on other lands outside the Leased lands.**
2. **Notwithstanding anything in this Agreement to the contrary, if the conduct of Lease Operations by the Lessee during the Primary Term of this Agreement results in the discovery of commercial quantities oil, natural gas, or other petroleum or hydrocarbon based minerals, the Lessee shall provide written notice to the Lessor of such discovery. The Lessor shall be obligated to enter into a lease with the Lessee in respect of such other minerals, on terms and conditions that are comparable to and competitive with other similar leases in the State of Utah.**

RODATHERM COUNTY ROAD ACRES FROM PARCEL DATA

ACRES: 88.74

Legend

- Section
- Road Area
- Municipalities





ORDINANCE NO. 663

AN ORDINANCE OF BOX ELDER COUNTY AMENDING THE BOX ELDER COUNTY ZONING MAP BY ZONING APPROXIMATELY 74.1 ACRES LOCATED IN THE ELWOOD 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 July 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 July 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 parcel in unincorporated Box Elder County from unzoned to AHZ (Agricultural Heritage Zone):

05-086-0024

E/2 OF SE/4 OF SEC 22, TWP 11N, R 3W, SLM. EXC OR ROADS.

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 July, 2026, by the Board of County Commissioners of Box Elder County, Utah,



Attest:

Marla Young
Marla Young
Box Elder County Clerk

Commissioner Bingham
Commissioner Perry
Commissioner Vincent

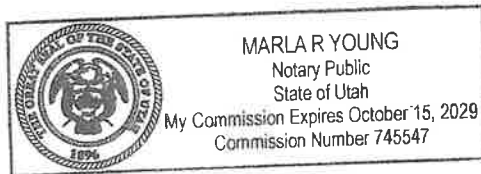
Voting Aye
Voting Aye
Voting Aye

Tyler Vincent
Box Elder County Commission - Chair

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

On this 22nd day of July, 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



Marla Young
Notary Public

AGREEMENT NO. 26-33

FOR ASSUMPTION OF FIRE PROTECTION SERVICES AND TRANSFER OF ASSETS

This Agreement (the "Agreement") is made and entered into this 22nd day of July, 2026, by and between BOX ELDER COUNTY, a political subdivision of the State of Utah (the "County") and the THATCHER/PENROSE SERVICE DISTRICT, a special service district incorporated under Utah Code, Title 17D (the "Department"). The County and the Department may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Department has historically provided fire protection, suppression, and emergency medical first-response services to the unincorporated communities of Thatcher and Penrose, and surrounding areas within unincorporated Box Elder County; and

WHEREAS, the Parties recognize that integrating the Department's operations directly into the County's emergency services infrastructure will provide enhanced administrative support, facilitate long-term capital planning, and ensure consistent training and risk management; and

WHEREAS, the Department desires to dissolve its independent operational status and transfer its assets, equipment, and responsibilities to the County, and the County desires to accept said transfer and assume full responsibility for providing fire protection services in the Thatcher/Penrose service area;

WHEREAS, pursuant to Utah Code § 17-60-202, the County is authorized to provide services that are reasonably related to the safety, health, morals, and welfare of county inhabitants; and

WHEREAS, the County Commission hereby finds that provide fire protection, suppression, and emergency medical first-response services is reasonably related to the safety, health, morals, and welfare of county inhabitants;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. ASSUMPTION OF SERVICES

1.1. Transition of Operations: Effective at 12:00 a.m. on _____, 2026 (the "Effective Date"), the County shall assume full responsibility for the provision of fire protection, fire suppression, and emergency medical first-response services within the geographic boundaries historically served by the Department.

1.2. Authority and Command: As of the Effective Date, all operational, administrative, and strategic command of the Thatcher/Penrose fire services shall transfer to the Box Elder County Fire Marshal.

2. TRANSFER OF ASSETS

2.1. Real Property: In consideration of the County providing fire protection, suppression, and emergency services to the unincorporated communities of Thatcher and Penrose and surrounding areas within unincorporated Box Elder County, the Department agrees to lease to the County without additional cost to the County, unimpeded access to any real property and facilities owned by the Department related to fire protection, fire suppression, and emergency medical first-response services, specifically including the fire station located at 10005 N 11600 W, Thatcher, Utah (Parcel Number 05-106-0026). The terms of this lease may be further clarified by a lease agreement to be executed within three months of the execution of this Agreement. In the absence of such a lease agreement, the lease shall be for a term of 50 years. Both parties agree to negotiate in good faith at the expiration of the lease. The County shall have the ability to terminate the lease at any time and for any reason by providing 90-days' written notice to Department.

2.2. Apparatus and Equipment: The Department shall transfer to the County all vehicles, fire apparatus, hoses, turnout gear, communications equipment, and other tangible personal property owned by the Department related to fire protection, fire suppression, and emergency medical first-response services. A complete inventory of these assets is attached hereto and incorporated herein as Exhibit A.

2.3. Financial Assets: The Department shall transfer all remaining liquid assets, cash on hand, and bank account balances to the County. The County shall restrict the use of these transferred funds strictly for fire protection capital improvements or operational expenses within the Thatcher and Penrose communities.

3. LIABILITIES AND OBLIGATIONS

3.1. Assumption of Contracts: The County may, at its sole discretion, assume certain operational contracts (e.g., dispatch agreements, maintenance contracts, lease agreements) held by the Department, which are listed in Exhibit B.

3.2. Existing Debt: The County shall assume no prior debts or liabilities of the Department. The Department agrees to settle all outstanding debts prior to the Effective Date.

3.3. Indemnification: To the extent permitted by the Utah Governmental Immunity Act, Utah Code, Title 63G, Chapter 7, the Department agrees to indemnify and hold the County harmless from any claims, liabilities, or causes of action arising from the Department's operations occurring prior to the Effective Date.

3.4. No Waiver of Governmental Immunity: The County is a governmental entity under the Utah Governmental Immunity Act, Utah Code, Title 63G, Chapter 7 (the "Act"). Nothing in this Agreement shall be construed as a waiver by the County of any rights, limits, protections, privileges, or defenses provided by the Act, including but not limited to the notice of claim requirements and the statutory caps on damages. Furthermore, this Agreement shall not be construed to create any liability or right of action in favor of any third party against the County.

4. PERSONNEL AND VOLUNTEERS

4.1. Integration of Volunteers: The County recognizes the invaluable service of the current Thatcher/Penrose volunteer firefighters. The County agrees to allow current members in good standing to transition to the County system, subject to the completion of standard County onboarding procedures, background checks, and verification of requisite certifications.

4.2. Status: Transitioned personnel will be classified as County volunteers in accordance with Box Elder County personnel policies.

5. POST-TRANSFER OBLIGATIONS

5.1. Further Assurances: The Parties agree to execute and deliver any additional documents, instruments, or titles necessary to fully effectuate the transfer of assets and operations contemplated by this Agreement.

6. GENERAL PROVISIONS

6.1. Governing Law and Venue: This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of Utah. Any legal action, suit, or proceeding arising out of or relating to this Agreement shall be brought exclusively in the First Judicial District Court of Box Elder County, located in Brigham City, Utah. The Parties hereby consent to the personal jurisdiction of said court and waive any objections to venue therein.

6.2. Entire Agreement: This Agreement, including all Exhibits attached hereto, constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, and understandings.

6.3. Amendments: This Agreement may not be modified, amended, or altered except by a written instrument duly executed by authorized representatives of both Parties.

6.4. Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

7. INTERLOCAL ACT REQUIREMENTS

7.1. This Agreement shall be authorized by resolution or ordinance of the legislative body of each Party, in accordance with § 11-13-202.5(1)(b) of the Interlocal Cooperation Act

7.2. The resolution or ordinance of a Party's legislative body approving this Agreement shall specify the effective date of this Agreement, in accordance with § 11-13-202.5(2) of the Interlocal Cooperation Act

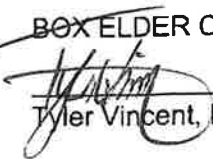
7.3. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party, in accordance with § 11-13-209 of the Interlocal Cooperation Act.

7.4. 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.

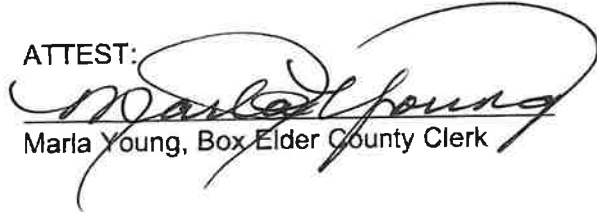
[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

BOX ELDER COUNTY

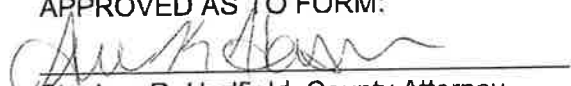

Tyler Vincent, Box Elder County Commission Chair

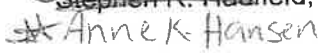
ATTEST:

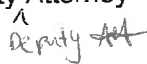

Marla Young, Box Elder County Clerk



APPROVED AS TO FORM:


Stephen R. Hadfield, County Attorney

 Anne K. Hansen

Deputy 

THATCHER/PENROSE SERVICE DISTRICT

By:

Its:



T-P Water Pres

EXHIBIT A

List of Assets and Equipment (including VINs)

2006 Pierce	Kinmont Fire Truck	2NJKMHZ8X66M129127
1971 AM General	2 1/2 ton pickup truck	500621 MAKE 50921467

EXHIBIT B

List of Contracts Assumed by County