IRON COUNTY COMMISSION MEETING
September 8, 2014

Minutes of the Iron County Commission meeting convened at 9:00 a.m. September 8, 2014 in Commission Chambers at the Iron County Courthouse, Parowan, Utah.

Officers in attendance included:

David J. Miller	Commission Chair
Dale M. Brinkerhoff	Commissioner
Alma L. Adams	Commissioner
G. Michael Edwards	Deputy County Attorney
David I. Yardley	County Clerk

Also Present:

Maria Twitchell	Tourism/Parks/Recreation
Jared Wilson	IT Director
Ty March	Ambulance

SYNOPSIS :

ADJOURN 19
APPROVAL OF MINUTES August 25, 2014 1
BOARD APPOINTMENT 19
IRON COUNTY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY 2
PARTICIPATION AGREEMENT FOR THE ENTERPRISE SOLAR PROJECT 2
PERSONNEL MATTERS 18
PRAIRIE DOG MATTERS 19
PUBLIC COMMENTS 2
RE-CONVENE AS THE IRON COUNTY BOARD OF COMMISSIONERS 18
REPORTS 1
RESOLUTION NO. ICCD&RA 2014-29 PARTICIPATION AGREEMENT 17

PLEDGE OF ALLEGIANCE :

Those assembled were led in the pledge of allegiance by David Yardley.

APPROVAL OF MINUTES August 25, 2014 :

Minutes of the Iron County Commission meeting held August 25, 2014were approved on a motion by Dale Brinkerhoff. Second by Alma Adams. Voting: Alma Adams, Aye; Dale Brinkerhoff, Aye; David Miller, Aye.

REPORTS :

Maria Twitchell Tourism Director, reported that collections for transient room tax is up 11% over the same period last year. Tourism is seeing an increase in foreign travelers including Australia, Canada, Asian, and European countries. Maria reported that the Tour of Utah bicycle race was very successful. Cedar City experienced 100% occupancy of available hotel rooms. Over $100,000 in lodging booked through the Tourism office.

Maria also reported that the fence project at Woods Ranch has been completed. Another project will be to move one flagpole from the Three Peaks area to Woods Ranch. She reported

that some Eagle Scout projects have gone awry and new guidelines and supervision will be implemented to insure the projects are completed and are within County specifications. The Parks Department has an ATV that it no longer uses and needs to have declared as surplus. It was reported that it may be transferred to the County Fair Department.

Jared Wilson Information Technology, reported that an on line payment system has been implemented in the Justice Court and is working well. It will now move into an expanded service by posting notice of availability on the website. Jared also reported that a program developed by the IT Department for the Fair to track entries worked very well this year. The mass notification system, Everbridge, is up an functioning. There is currently one certified operator, Josh Merrill with other personnel in the Sheriff's Department and EMS working to obtain certification as operators.

Ty March Ambulance Department, reported on work load and a call comparison from 2013. In 2013 a total of 2,200 calls were logged. So far in 2014 1,932 calls have been logged. Ty reported that eight Sheriff Deputies have received certification as EMT's which will help with rapid response in emergencies. A new chassis with an upgraded box has been placed into service and will be used for transports to other facilities.

David Miller reported that the BLM is working on a travel plan. A meeting is scheduled for September 18 at 1:00 p.m. in Festival Hall, Cedar City to take comments regarding the proposed plan. Commissioner Miller also reported on a debate regarding the transfer of Federal lands to the State is scheduled for September 18 in the Sterling Church Auditorium at Southern Utah University.

PUBLIC COMMENTS :

Public Comments were invited. No one offered to comment.

IRON COUNTY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY:

Dale Brinkerhoff made a motion to convene a special meeting of the Board of the Iron County Community Development and Renewal Agency. Second by Alma Adams. Voting: Alma Adams, Aye; Dale Brinkerhoff, Aye; David Miller, Aye.

PARTICIPATION AGREEMENT FOR THE ENTERPRISE SOLAR PROJECT :

A participation agreement between the Iron County Community Development and Renewal Agency and First Wind Utah Renewables LLC was presented by Danny Stewart. The agreement memorializes the tax incentive agreement to develop a solar farm complex known as the Enterprise Solar LLC project. After reviewing the participation agreement, Dale Brinkerhoff made a motion to approve and adopt the Enterprise Solar Community Development Project Area Participation agreement between Iron County Community Development and Renewal Agency and First Wind Utah Renewables LLC. Second by Alma Adams. Voting: Alma Adams, Aye; Dale Brinkerhoff, Aye; David Miller, Aye.

ENTERPRISE SOLAR COMMUNITY DEVELOPMENT PROJECT AREA
PARTICIPATION AGREEMENT
BY AND BETWEEN THE

IRON COUNTY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY
AND
ENTERPRISE SOLAR, LLC

The parties hereto, the **Iron County Community Development and Renewal Agency**, a political subdivision of the State of Utah (the "**Agency**"), and Enterprise Solar, LLC, a Delaware limited liability company (the "**Participant**"; the Agency and Participant may also be individually referred to as "**Party**" and collectively as "**Parties**"), as of the 8th day of August, 2014, hereby agree as follows:

1. SUBJECT OF AGREEMENT

1.1 Purpose of the Agreement

The purpose of this Participation Agreement (the "**Agreement**") is to carry out in part the Project Area Plan (the "**Plan**") for the Enterprise Solar Community Development Project Area (the "**Project Area**") by providing for the construction and operation of a solar power generation facility (the "**Facility**") within the Project Area and to specify the terms and conditions pursuant to which the Agency and Participant will cooperate in bringing about the development and operation of the Facility, including funds the Agency will provide to assist in the development and operation of the Facility and other areas which will benefit the Project Area.

1.2 Agreement in the Best Interests of the County and Residents

This Agreement is in the vital and best interests of Iron County (the "**County**"), and the health, safety and welfare of its residents, and in accord with public purposes. This Agreement is carried out pursuant to the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act, 17C *et seq*, Utah Code Annotated as amended (the "**Act**").

1.3 The Project Area

The Project Area is located within the boundaries of the County. The exact boundaries of the Project Area are specifically and legally described in the Plan.

1.4 The Project Area Plan

This Agreement is subject to the provisions of the Plan, as adopted and ordained on August 11, 2014 by the Agency and the County Commission (the "**Commission**") in accordance with Section 17C-3-106 of the Act. The Plan is attached hereto as **Exhibit A**.

1.5 Description of the Site

The site of the Facility (the "**Site**") is the entirety of the Project Area as specifically and legally described in the Plan.

1.6 Parties to the Agreement

1.6.1 The Agency

The Agency is a public body, corporate and political, exercising governmental functions and powers, and organized and existing under the Act. The address of the Agency for purposes of this Agreement is:

Iron County Community Development and Renewal Agency
Attn: Economic Development Director
10 North Main Street
Cedar City, UT 84720
Email:

1.6.2 Participant

Participant is Enterprise Solar, LLC, a Delaware limited liability company lawfully registered to do business in Utah. Participant's address for purposes of this Agreement is:

Enterprise Solar, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111
Attn: Contracts Administrator
Email: kadmin@firstwind.com

1.7 Prohibition against Certain Changes

1.7.1 Acknowledgment by Participant

Participant acknowledges the importance of the development of the Project Area to the general welfare of the community, the public assistance set forth in this Agreement that has been made available by law and by the Agency for the purpose of making the development of the Project Site within the Project Area possible, that a significant change in the identity of Participant may be considered, for practical purposes, a transfer or disposition of the Project, the qualifications and identity of Participant are of particular concern to the Agency, and that it is because of such qualifications and identity that the Agency is entering into this Agreement with Participant.

1.7.2 Transfers of Property Prohibited

Participant represents and agrees for itself and any successor in interest that, during the term of this Agreement, Participant shall not deed, sell, convey, assign or otherwise alienate, lease, or sublease the Site or any portion thereof or any interest therein without the prior written approval of the Agency, and that the Agency may withhold its approval if such deed, sale, conveyance, assignment, alienation, lease or sublease would result, in the sole opinion of the Agency, in the economic development goals of the Agency not being met. Notwithstanding the foregoing, upon at least 30 days' written notice to the Agency, Participant shall be entitled (without the consent of the Agency) to transfer the Site or Participant's interest in the Site to any majority-owned or controlled subsidiary or affiliate (or sister company that has substantially the same owners) of Participant, that agrees to continue to operate the Facility in substantially the same form and to undertake all obligations of Participant. The Agency agrees not to unreasonably withhold, condition or delay approval of a sale or transfer of the Site or Participant's interest in the Site to a third party.

1.7.3 Assignment or Transfer of Agreement

For the reasons cited above, Participant represents and agrees for itself and its successors and assigns that during the term of this Agreement Participant will not assign or transfer or attempt to assign or transfer all or any part of this Agreement, or any rights herein or obligations

hereunder, without the prior written consent of the Agency and that the Agency may withhold its approval if such assignment or transfer would result, in the sole opinion of the Agency, in the economic development goals of the Agency not being met.. Notwithstanding the foregoing, in connection with the transfer of the Site under Section 1.7.2 or an assignment for security purposes, Participant shall be entitled (without the consent of the Agency) to assign this Agreement to any majority-owned or controlled subsidiary or affiliate (or sister company that has substantially the same owners) of Participant, that agrees to undertake all obligations of Participant. The Agency agrees not to unreasonably withhold, condition or delay consent to an assignment of this Agreement in connection with a sale of the Site to a third party. Except as otherwise provided for herein, the assignment or delegation of this Agreement without the prior written consent of the Agency is a material breach of this Agreement, and relieves the Agency of any obligation to Participant under this Agreement. As a condition of the Agency approving an assignment of this Agreement by Participant the Agency may, among other things, require the proposed assignee to execute an acknowledgment of its acceptance to perform all duties and obligations of Participant under this Agreement.

1.7.4 Transfer to Tax-Exempt Organization

Notwithstanding anything in this Agreement to the contrary, any attempt by Participant or its successors in interest to transfer any of the real or personal property within the Site to a tax-exempt organization or otherwise to exempt any of the real or personal property within the Project Area from *ad valorem* property taxation without the prior written consent of the Agency constitutes a material breach of this Agreement and will entitle the Agency, in its sole discretion, to terminate this Agreement and cease further payments under this Agreement to Participant or its successors or assigns.

1.7.5 Continuing Obligations

Except in connection with an authorized assignment of this Agreement pursuant to Section 1.7.3, in the absence of a specific written agreement by the Agency, no assignment or transfer of this Agreement, in whole or in part, or approval of any assignment or transfer of this Agreement by the Agency, relieves Participant from any obligation under this Agreement. All of the terms, covenants, and conditions of this Agreement are and will remain binding upon Participant and its successors and assigns.

1.7.6 Payment of Tax Increment After Transfer

In the event that the Site or any portion thereof is transferred as described in Section 1.7.2, or in the event that any portion of this Agreement is assigned or transferred as described in Section 1.7.3, the Agency shall pay the entire Participant's Tax Increment Share (as defined in Section 2.2) to the person or entity that is a party to this Agreement and is the Participant for purposes of this Agreement on the last day of the tax year for which the Participant's Tax Increment Share is to be paid. Notwithstanding any transfers or assignments, the Participant that is to be paid the Participant's Tax Increment Share must make a Request for Payment to the Agency as described in Section 2.4.

2. OBLIGATIONS OF THE PARTIES

2.1 Payment of Tax Increment

The Agency agrees that beginning no later than tax year 2017, (paid in 2018) for a period

of fifteen (15) years so long as Participant fulfills all of its obligations set forth herein, the Agency will pay to Participant seventy percent (70%) of Tax Increment as defined herein and in the Act, actually generated from the increase in property values within the Site and received by the Agency. Tax Increment includes increased taxes paid by Participant during the actual operation of the Facility on real estate, inventory, equipment, and any other property (whether tangible or intangible) that may be based on then-current assessment values. The contemplated Tax Increment payment shall be made by the Agency within thirty (30) days after the date on which all of the conditions precedent as set forth in Section 2.3 have been met.

2.2 Tax Increment

The Plan and payments contemplated in this Agreement will be funded by Tax Increment as that phrase is defined and used in the Act in compliance with the provisions of the Act.

For purposes of this Agreement:

"**Tax Increment**" means the Taxes levied each year on land, real property improvements, personal property and other taxable property within the Site in excess of the Base Tax Amount (as defined below) for that same property, as defined in the Act;

"**Taxes**" means all levies on an *ad valorem* basis upon land, real property improvements, personal property, or any other property;

"**Base Tax Amount**" for the Site will be calculated by multiplying the combined 2013 tax rate of all taxing entities that levy taxes on property within the Project Area by the base year taxable value which is $132,621, as agreed to by the Parties;

"**Participant's Tax Increment Share**" means, for a period of fifteen (15) years, the percentages of the Tax Increment generated from the Site received by the Agency under the Interlocal Agreement attached hereto as **Exhibit B** (the "**Interlocal Agreement**"). Participant's Tax Increment Share is expressly subject to and limited to the amounts available after the limitations and reductions described in this Agreement. The Agency must pay to Participant Participant's Tax Increment Share only to the extent that Tax Increment is actually generated from the Site and actually paid to the Agency. Tax Increment from the Site is the only funding source available or obligated under this Agreement. Participant acknowledges and agrees that the Agency has no funds or revenue to make payments under this Agreement other than the Tax Increment the Agency receives under the Interlocal Agreement.

2.3 Conditions Precedent to the Payment of Participant's Tax Increment Share

In addition to other provisions in this Agreement, the Agency has no obligation to remit to Participant Participant's Tax Increment Share unless and until all the following conditions precedent, as detailed in the following subsections, are satisfied: (a) the Agency is entitled to receive the Tax Increment pursuant to the respective Interlocal Agreement with each Taxing Entity; (b) the Agency has received actual payment of the Tax Increment intended for Participant for that year under the Interlocal Agreement; (c) Participant has commenced and continues, without interruption, operation of the Facility; (d) Participant has paid or caused to be paid all real property and *ad valorem* taxes due for the Site; and (e) Participant has made a written request to the Agency for payment of Participant's Tax Increment Share. However, notwithstanding all other provisions in this Agreement, the Agency is not obligated to pay to Participant in any one (1) calendar year more than Participant's Tax Increment Share attributable to the immediately preceding tax year.

2.3.1 Agency is Entitled to Receive Tax Increment Payments

The Agency is not obligated to pay to Participant Participant's Tax Increment Share unless the Agency is legally entitled to receive the Tax Increment payments from each Taxing Entity pursuant to the Interlocal Agreement.

2.3.2 Agency has Actually Received Tax Increment Payments

The Agency is not obligated to pay to Participant Participant's Tax Increment Share unless the Agency has actually received the full amount of Participant's Tax Increment Share pursuant to the Interlocal Agreement.

2.3.3 Continued Operation of the Facility

The Agency is not obligated to pay to Participant Participant's Tax Increment Share unless Participant has continuously operated the Facility for the entire year for which payment of Participant's Tax Increment Share is being sought. For purposes of this Section, Participant shall be deemed to have continuously operated the Facility notwithstanding temporary cessation of operations for inspection, maintenance, repair, replacement, and/or events of force majeure.

2.3.4 Payment of Taxes

Participant shall not receive any payment from the Agency for any period until the Agency has received documentation from Participant that all real property and *ad valorem* taxes as described in Section 2.5 have been paid by Participant. Notwithstanding the foregoing, Participant may at its cost and expense petition to have the assessed valuation of the Site reduced or may initiate proceedings to contest the real property taxes; Participant acknowledges that any reduction in assessed value of the Site or Project Area will result in a corresponding reduction in the Participant's Tax Increment Share. Upon the final determination of any proceeding or contest, Participant shall immediately pay the real property taxes due, together with all costs, charges, interest and penalties incidental to the proceedings. If Participant does not pay the real property taxes when due and contests such taxes, Participant shall not be in default under this Agreement for nonpayment of such taxes if Participant deposits funds with the Agency or opens an interest-bearing account reasonably acceptable to the Agency. The amount of such deposit shall be sufficient to pay the real property taxes plus a reasonable estimate of the interest, costs, charges and penalties which may accrue if Participant's action is unsuccessful. The deposit shall be applied to the real property taxes due, as determined at such proceedings. The real property taxes shall be paid under protest from such deposit if such payment under protest is necessary to prevent the Site from being sold under a "tax sale" or similar enforcement proceeding.

2.3.5 Request for Payment by Participant

The Agency is not obligated to pay to Participant Participant's Tax Increment Share unless Participant has made a Request for Payment pursuant to Section 2.4 for the year for which payment of Participant's Tax Increment Share is being sought.

2.4 Request for Participant's Tax Increment Share

Annually, Participant may request payment from the Agency of Participant's Tax Increment Share (the "**Request for Payment**"). Participant shall provide proof of payment of all real property and *ad valorem* taxes subject to and as described in Section 2.5; the Request for

Payment shall not be accepted by the Agency until such proof is provided. The Request for Payment shall be delivered to the Agency prior to April 1st of the calendar immediately following the year for which Participant's Tax Increment Share is being requested. Unless the Agency sends written notice to Participant of deficiency in the Request for Payment within thirty (30) days of receipt of a Request for Payment, such Request for Payment shall be deemed complete.

2.5 Payment of Real Property and *Ad Valorem* Taxes

During the term of this Agreement, Participant and any successors in interest agree to pay, prior to delinquency, all real property and other *ad valorem* taxes and assessments assessed against any portion of the Site or improvements thereon or any other property, including personal property, located within the Site. Subject to Participant's right to petition to have the assessed valuation of the Site reduced or initiate proceedings to contest the real property taxes, Participant must remove, or must cause to be removed, any levy or attachment made on the Site or any portion thereof, or must assure the satisfaction thereof within a reasonable time but in any event prior to a sale thereunder or default on any lease thereof.

2.6 Lapse of Unrequested Tax Increment Share

If Participant fails to make a Request for Payment, or fails to make a complete Request for Payment meeting the requirements set forth in this Agreement, by the date described in Section 2.4, Participant's Tax Increment Share for the most recently completed tax year shall lapse and shall be retained by the Agency. In such a case, Participant shall have no claim to the lapsed Participant's Tax Increment Share. The Agency is not required to provide notice to the Participant of the need for an annual Request for Payment or otherwise notify the Participant of the possibility of lapse of Participant's Tax Increment Share under this section.

2.7 Reduction of or Elimination of Tax Increment

Subject to Participant's rights, if the provisions of Utah law which govern the payment of Tax Increment to the Agency are changed or amended so as to reduce or eliminate the amount paid to the Agency under the Interlocal Agreement, the Agency's obligation to pay Participant annually Participant's Tax Increment Share, as applicable, will be proportionately reduced or eliminated. Notwithstanding any change in law, Participant specifically reserves and does not waive any right it may have to challenge, at Participant's cost and expense, the constitutionality of any law change(s) that would reduce or eliminate the payment of Tax Increment to the Agency and/or Participant's Tax Increment Share and nothing herein shall be construed as an estoppel, waiver or consent to reduce or eliminate payment of Tax Increment to the Agency and/or Participant's Tax Increment Share. Participant acknowledges, understands, and agrees that the Agency is under no obligation to challenge the validity, enforceability, or constitutionality of a change in law that reduces or eliminates the payment of Tax Increment to the Agency and/or Participant's Tax Increment Share, or to otherwise indemnify or reimburse Participant for its actions to independently do so.

2.8 Declaration of Invalidity

If a court of competent jurisdiction declares that the Agency cannot receive the Tax Increment, invalidates the Project Area, or takes any other action which eliminates or reduces the amount of Tax Increment or incentive paid to the Agency, the Agency's obligation to annually pay Participant Participant's Tax Increment Share in accordance with this Agreement will be proportionately reduced or eliminated.

2.9 Dispute over Receipt of Payment of Tax Increment

In the event a dispute arises as to the person or entity entitled to receive Participant's Tax Increment Share under this Agreement due to a claimed assignment or claimed successor in interest to Participant's Tax Increment Share or otherwise, the Agency may withhold payment of Participant's Tax Increment Share until the dispute is resolved either by agreement or by a court of competent jurisdiction. The Agency shall be entitled to deduct from its payment of Participant's Tax Increment Share any costs or expenses, including reasonable attorneys' fees, incurred by the Agency due to the dispute provided, however, in the event of litigation initiated by the Agency, that the Agency shall not be entitled to deduct its costs or expenses, including reasonable attorneys' fees, where the Agency is not the prevailing party.

2.10 Nature of Participant' Obligations

To qualify to receive Participant's Tax Increment Share set forth herein, Participant shall fulfill all of its obligations as set forth in this Agreement.

2.11 Construction of the Facility

Participant shall use commercially reasonable efforts to construct the Facility and improve the Site in compliance with the Plan, and shall at its own expense construct upon the Site buildings and structures reasonably required for the operation of a solar power generation facility. The construction shall include the installation of all public and private utilities necessary for operation of the Facility not already otherwise provided.

2.12 Operation of the Facility

Participant shall operate on the Site a solar power generation facility consisting of a power generation capacity of approximately 80 MWac. Such solar facility shall be operated in a commercially reasonable manner and in accordance with industry standards.

2.13 Commencement of Operations

Such operations as described in Section 2.12 shall begin no later than 24 months from the date of this Agreement. For purposes of this section, the Facility shall be deemed to be in operation on the date that solar power is being generated and available to be sold. If Participant fails to comply with the requirements of this section, the Agency shall be released from all obligations and duties under this Agreement.

2.14 Continuing Operations

Such operations as described in Section 2.12 shall be commenced as described in Section 2.13 and shall continue throughout the term of this Agreement as set forth in Article 4. For purposes of this section, the Facility shall be considered to be in operation if the Facility is generating electrical power and that electrical power is available to be sold. If Participant ceases to operate the Facility for any reason other than for inspection, maintenance, repair, replacement, and/or resulting from events of force majeure, such cessation shall be a Default as described in Article 5.

2.15 Funding Responsibility

The Parties understand and agree that funding for the construction upon the Site of the Facility and related improvements comes entirely from Participant's internal capital or from financing obtained by Participant. The Agency shall not be liable or responsible for providing, obtaining, or guaranteeing such financing.

3. OPERATION AND DEVELOPMENT OF THE SITE

3.1 Development of the Facility

Participant will at all times be responsible for all development and operation of the Facility pursuant to the Plan and this Agreement. Recognizing the level of capital investment by Participant in the development of the Facility, the Agency has determined that it is in the best interests of the residents of the County to provide Tax Increment to Participant as an incentive to undertake the development and continued operation of the Facility as contemplated in this Agreement and in the Plan.

3.2 Responsibility for Development Plans and Permits

Participant must responsibly prepare, or cause to be prepared, all plans and secure all permits for the development of the Facility. All plans must be in accordance with all applicable federal, state and local laws and regulations. Before commencing construction of the Facility, Participant must use commercially reasonable efforts to secure or cause to be secured all zoning or land-use approvals and permits required in order to proceed with the construction of the Facility.

3.3 Construction and Operation

Participant agrees to use commercially reasonable efforts to construct and thereafter operate the Facility on the Site according to the terms of this Agreement. During the term of this Agreement, Participant and the Agency hereby agree as follows:

3.3.1 Hold Harmless Agreement

Participant agrees to defend and hold the Agency and its directors, officers, agents, employees, representatives, contractors, attorneys and consultants harmless for any and all claims, liability, and damages arising out of any work or activity of Participant and its directors, officers, agents, employees, consultants and contractors.

3.3.2 Hazardous, Toxic, and/or Contaminating Materials

Participant agrees to defend and hold the Agency, its directors, officers, agents, employees, representatives, contractors, attorneys and consultants, harmless from any and all claims, liability, costs, fines, penalties, charges and/or claims of any kind whatsoever relating to the existence and removal of hazardous, toxic and/or contaminating materials, except where such liability, costs, fines, penalties, charges and/or claims are due to the actions of the Agency or where such claims existed (regardless of whether asserted) prior to the effective date of this Agreement.

3.3.3 Indemnification

Participant agrees to and shall indemnify and hold the Agency and its directors, officers, agents, employees, representatives, attorneys, consultants and contractors harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person, or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person, directly or indirectly caused by any acts done thereon or any errors or omissions of the Agency and its directors, officers, agents, employees, representatives, contractors and consultants except for willful misconduct or negligent acts or omissions of Participant or its directors, officers, agents, employees, consultants and contractors. Likewise, the Agency agrees and shall indemnify and hold Participant and its directors, officers, agents, employees, representatives, attorneys, consultants and contractors harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person, or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person, directly or indirectly caused by any acts done thereon or any errors or omissions of the Agency and its directors, officers, agents, employees, representatives, contractors and consultants except for willful misconduct or negligent acts or omissions of Participant or its directors, officers, agents, employees, consultants and contractors.

3.3.4 Discrimination

Participant agrees for itself and its successors and assigns that it will not unlawfully discriminate against any employee or applicant for employment, or any contractor or any bidder on any contract.

3.3.5 Local, State, and Federal Laws

Participant shall construct and operate the Facility thereon in conformity with all applicable laws; provided, however, that nothing herein shall limit the right of Participant to properly challenge any such law or the applicability of such law.

3.3.6 County and Other Governmental Agency Permits

Participant shall, at its own expense, use commercially reasonable efforts to secure or cause to be secured, any and all permits which may be required by the County or any other governmental agency affected by the development or operation of the Facility.

3.3.7 Rights of Access

Representatives of the Agency shall have the right of reasonable access to the Site and any and all improvements thereon, including the Facility, for purposes of inspection, with reasonable and prior notice, and without charges or fees, at normal hours. Such representatives of the Agency and other visitors to the Site shall observe any reasonable rules adopted by Participant for purposes of maintaining safety and security on the Site, including requirements that such representatives or visitors be escorted by the general manager or other designated agent of Participant at all times. Such representatives of the Agency shall be those who are so identified in writing by the Agency. The Agency agrees to and shall indemnify and hold Participant harmless from and against all liability, loss, damage, costs, or expenses arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever

caused to any person or the property of any person which shall occur as a result of or arising from the Agency's entry upon or activities on the Site, except that this indemnity shall not apply to proportional negligence or willful misconduct of Participant.

3.3.8 Responsibility of the Agency

The Agency shall not have any obligation under this Agreement other than those specifically provided for herein. Nothing herein shall be construed as requiring the Agency to pre-approve or prejudge any matter, or as otherwise binding the Agency's discretion or judgment on any issue prior to an appropriate hearing (if required), review, or compliance with any other requirement.

4. EFFECT AND DURATION OF COVENANTS; TERM OF AGREEMENT

The covenants, including but not limited to conformance with federal, local, and state laws, established in this Agreement shall, without regard to technical classification and designation, be binding on Participant and any successors in interest to the Site for the benefit and in favor of the Agency, its successors and assigns during the term of this Agreement, which shall terminate upon the final Tax Increment payment as set forth in Article 2 of this Agreement, or expiration of the Plan, whichever occurs first.

5. DEFAULTS, REMEDIES AND TERMINATION

5.1 Default

If either the Agency or Participant fails to perform or delays performance of any material term or provision of this Agreement, such conduct not cured within the applicable cure period set forth in this Section 5 constitutes a default of this Agreement ("**Default**"). The Party in default must immediately commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy within the periods provided in Section 5.3 hereof.

5.2 Notice

If a Default under this Agreement occurs, the non-defaulting Party shall give written notice (a "**Default Notice**") of the Default to the defaulting Party, specifying the nature of the Default. Failure or delay in giving such notice shall not constitute a waiver of any Default, nor shall it change the time of Default, nor shall it operate as a waiver of any rights or remedies of the non-defaulting Party; but the non-defaulting Party shall have no right to exercise any remedy hereunder without delivering the Default Notice as provided herein. Delays by either Party in asserting any of its rights and remedies shall not deprive the other Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

5.3 Cure Period

The non-defaulting Party shall have no right to exercise a right or remedy hereunder unless the subject Default continues uncured for a period of thirty (30) days after delivery of the Default Notice with respect thereto, or, where the default is of a nature which cannot be cured within such thirty (30) day period, the defaulting Party fails to commence such cure within thirty (30) days and to diligently proceed to complete the same. A Default which can be cured by the payment of money is understood and agreed to be among the types of defaults which can be

cured within thirty (30) days. If the Default is not cured, or commenced to be cured if such default is of a nature which cannot be cured within thirty (30) days, by such Party within thirty (30) days of delivery of the Default Notice, the non-defaulting Party, at its option, may institute an action for specific performance of the terms of this Agreement or pursue such other rights and remedies as it may have.

5.3.1 Rights and Remedies

Upon the occurrence of a Default (following the expiration of the applicable cure period provided herein or by law), the non-defaulting Party shall have all rights and remedies against the defaulting Party as may be available at law or in equity to cure, correct or remedy any Default, to terminate this Agreement, to obtain specific performance, to recover damages for any default, or to obtain any other remedy consistent with the purposes of this Agreement. Such rights and remedies are cumulative, and the exercise of one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other rights or remedies for the same Default or any other Default by the defaulting Party.

5.3.2 Legal Actions

5.3.2.1 Venue

All legal actions between the Parties, arising under this Agreement, shall be conducted exclusively in the Fifth District Court for the State of Utah located in Cedar City, Utah, unless they involve a case with federal jurisdiction, in which case they shall be conducted exclusively in the Federal District Court for the District of Utah.

5.3.2.2 Service of Process

Service of process on the Agency shall be made by personal service upon the Chairman or Executive Director of the Agency or in such other manner as may be provided by law.

Service of process on Participant shall be by personal service upon its Registered Agent, or in such other manner as may be provided by law, whether made within or without the State of Utah.

5.3.2.3 Applicable Law

The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement.

6. GENERAL PROVISIONS

6.1 Authority

Each Party hereby represents and warrants to the other that the following statements are true, complete, and not misleading as regards the representing and warranting party: (a) such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder; (b) those executing this Agreement on behalf of each Party do so with the full authority of the Party each represents; (c) this Agreement constitutes a legal, valid, and binding obligation of each Party, enforceable in accordance with its terms.

6.2 Notices, Demands, and Communications between the Parties

Formal notices, demands, and communications between the Agency and Participant shall be sufficiently given if personally delivered or if dispatched by registered or certified mail, postage prepaid, return-receipt requested, to the principal offices of the Agency and Participant, as designated in Sections 1.6.1 and 1.6.2 hereof. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by formal notice hereunder. Delivery of notice shall be complete upon mailing or making physical delivery of the writing containing the notice.

6.3 Severability

In the event that any condition, covenant or other provision herein contained is held to be invalid or void by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained unless such severance shall have a material effect on the terms of this Agreement. If such condition, covenant or other provision shall be deemed invalid due to its scope, all other provisions shall be deemed valid to the extent of the scope or breadth permitted by law.

6.4 Nonliability of Agency Officials and Employees

No director, officer, agent, employee, representative, contractor, attorney or consultant of the Agency shall be personally liable to Participant, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to Participant or to its successor, or on any obligations under the terms of this Agreement.

6.5 Enforced Delay; Extension of Time and Performance

In addition to the specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of a public enemy; terrorist activity; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or suppliers; acts of the other Party; or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent, whether on the part of the Agency's Executive Director or its governing board or on the part of Participant, to the other Party within thirty (30) days of actual knowledge of the commencement of the cause. Time of performance under this Agreement may also be extended in writing by the Agency and Participant by mutual agreement.

6.6 Approvals

Whenever the consent or approval is required of any Party hereunder, except as otherwise herein specifically provided, such consent or approval shall not be unreasonably withheld or delayed.

6.7 Time of the Essence

Time shall be of the essence in the performance of this Agreement.

6.8 Interpretation

The Parties hereto agree that they intend by this Agreement to create only the contractual relationship established herein, and that no provision hereof, or act of either Party hereunder, shall be construed as creating the relationship of principal and agent, or a partnership, or a joint venture or enterprise between the Parties hereto.

6.9 No Third-Party Beneficiaries

It is understood and agreed that this Agreement shall not create for either Party any independent duties, liabilities, agreements, or rights to or with any third party, nor does this Agreement contemplate or intend that any benefits hereunder accrue to any third party.

6.10 Incorporation of Exhibits

All exhibits attached hereto are incorporated into this Agreement as if fully set forth herein.

7. DUPLICATION, INTEGRATION, WAIVERS, AND AMENDMENTS

7.1 Duplicate Originals

This Agreement may be executed in duplicate originals, each of which shall be deemed an original.

7.2 Integration

This Agreement (including its exhibits) constitutes the entire understanding and agreement of the Parties. When executed by the Parties, this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the Site.

7.3 Waivers and Amendments

All waivers of the provisions of this Agreement must be in writing. This Agreement and any provisions hereof may be amended only by mutual written agreement between Participant and the Agency.

8. TIME FOR ACCEPTANCE OF AGREEMENT BY AGENCY: DATE OF AGREEMENT

This Agreement, when executed by Participant and delivered to the Agency, must be authorized, executed, and delivered by the Agency within thirty (30) days thereafter, or else Participant may withdraw the offer of this Agreement on written notice to the Agency. The effective date of this Agreement shall be the date it is signed by the Agency.

IRON COUNTY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

By: /s/ David J. Miller
David J. Miller, Chair

Attest:
By: /s/ David I. Yardley
David I. Yardley, Secretary

STATE OF UTAH)
§
COUNTY OF IRON)

In the County of Iron, State of Utah, on this 8th day of September, 2014, before me, the undersigned notary, personally appeared David J. Miller and David I. Yardley, the Chair and the Secretary, respectively, of the Iron County Redevelopment Agency, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary and on behalf of the Iron County Redevelopment Agency by authority of a Resolution of its Board of Directors.

/s/ Adele Lloyd

(Seal)

Notary signature and seal

ENTERPRISE SOLAR, LLC
By: First Wind Utah Renewables, LLC, its Member

By: /s/Aaron MacQueen
Name: Aaron MacQueen
Title: Assistant Secretary

Attest:

By: /s/ Arthur J. Snell
Name: Arthur J. Snell
Title: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS)
§
COUNTY OF SUFFOLK)

In the County of Suffolk, Commonwealth of Massachusetts, on this 3rd day of September, 2014, before me, the undersigned notary, personally appeared Aaron MacQueen, the Assistant Secretary of First Wind Utah Renewables, LLC, the Member of Enterprise Solar, LLC, a Delaware limited liability company, who is personally known to me or who proved to me his/her identity through documentary evidence to be the person who signed the preceding document in my presence and who swore or affirmed to me that his/her signature is voluntary and on behalf of said limited liability company. The person who signed the preceding document

also swore or affirmed to me that he/she has authority to sign for First Wind Utah Renewables, LLC and that First Wind Utah Renewables, LLC has authority to sign for Enterprise Solar, LLC.

/s/ Nichole M. Lewis
(Seal) Notary signature and seal

Additional exhibits included with original documents on file in the County Clerk's office.

RESOLUTION NO. ICCD&RA 2014-29 PARTICIPATION AGREEMENT :

Resolution No. ICCD&RA 2014-29 between the Iron County Community Development and Renewal Agency and Enterprise Solar, LLC, Regarding the Enterprise Solar Community Development Project Area. Dale Brinkerhoff made a motion to adopt the resolution as presented. Second by Alma Adams. Voting: Alma Adams, Aye; Dale Brinkerhoff, Aye; David Miller, Aye.

IRON COUNTY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

RESOLUTION NO. ICCD&RA 2014-29

RESOLUTION APPROVING A PARTICIPATION AGREEMENT BETWEEN THE IRON COUNTY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY AND ENTERPRISE SOLAR, LLC, REGARDING THE ENTERPRISE SOLAR COMMUNITY DEVELOPMENT PROJECT AREA.

WHEREAS the Iron County Community Development and Renewal Agency (the "**Agency**") has been created and operates pursuant to Utah Code Annotated ("**UCA**") Title 17C, the Community Development and Renewal Agencies Act (the "**Act**"), for the purpose of promoting urban renewal, economic development, and community development projects undertaken within the Agency boundaries; and

WHEREAS under authority of the Act, the Agency created the Enterprise Solar Community Development Project Area (the "**Project Area**") and adopted a Plan for the Project Area; and

WHEREAS the Agency is authorized to enter into agreements with property owners, governmental entities, private entities and others;

WHEREAS the Agency finds the participation agreement between the Agency and Enterprise Solar, LLC (the "**Participation Agreement**") to be in harmony with and consistent with the Plan for the Project Area and in the best interests of the Agency and Iron County.

NOW, THEREFORE, BE IT RESOLVED BY THE IRON COUNTY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY AS FOLLOWS:

1. The Agency, having reviewed the matter, hereby approves the Participation Agreement attached hereto as **Exhibit A** and authorizes the Chair and Secretary to execute the Participation Agreement on behalf of the Agency. The Participation Agreement is approved with such additions, modifications, deletions or other changes as may be deemed necessary or

appropriate and approved by the Chair of the Agency, whose execution thereof on behalf of the Agency shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and/or other changes incorporated therein.

2. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the Iron County Community Development and Renewal Agency, this 8th day of September, 2014.

Iron County Community Development and Renewal Agency CORPORATE SEAL UTAH

David J. Miller, Chair

Attest:

David I. Yardley, Secretary

RE-CONVENE AS THE IRON COUNTY BOARD OF COMMISSIONERS :

Alma Adams made a motion to reconvene as the Iron County Board of Commissioners. Second by Dale Brinkerhoff. Voting: Alma Adams, Aye; Dale Brinkerhoff, Aye; David Miller, Aye.

PERSONNEL MATTERS :

Leslie Bishop presented a request from the Sheriff's Department, Corrections Division for a pay increase for Orlas Demasters. Mr. Demasters has completed POST training and Officer Field Training (FTO) which makes him eligible for a pay increase. Dale Brinkerhoff made a motion to approve the pay increase effective next pay period. Second by Alma Adams. Voting: Alma Adams, Aye; Dale Brinkerhoff, Aye; David Miller, Aye.

Leslie also presented a request from the Road Department to approve wage adjustments for Michael Roundy, Dustin Wood, and Corry Walker. The wage difference will not affect the total budget as wage and benefit differences will be adjusted from an employee that resigned at a higher pay grade. Alma Adams made a motion to approve the wage adjustments as requested. Second by Dale Brinkerhoff. Voting: Alma Adams, Aye; Dale Brinkerhoff, Aye; David Miller, Aye.

Lesle presented a request from the Solid Waste Department to approve wage adjustments for several employees that have had their wage frozen for some time. The wage and benefit funding will be from the existing budget and the reduction by one person in staff. The Landfill has operated with one less employee for some time to make sure the staffing level is sufficient to cover needed shifts etc. Alma Adams made a motion to approve the pay adjustments as requested for Ralph Baker, Jeremy Truman, Stephen Hansen, Lowman Nelson, Jeffery

Pasiemiak, Luke Simkins and Eric Witzke. Second by Dale Brinkerhoff. Voting: Alma Adams, Aye; Dale Brinkerhoff, Aye; David Miller, Aye.

PRAIRIE DOG MATTERS :

Alma Adams and David Miller reported on a meeting in Salt Lake City arranged by Congressman Chris Stewart's office with Federal and State wildlife managers to discuss options on working toward delisting the Utah prairie dog from the endangered species list. It was agreed that recovery will still comply with the 4D rule of the endangered species act and that translocation of problem prairie dogs will continue. The goal is to have the Bureau of Land Management take a more active role in developing and managing habitat on Federal lands to provide a stable habitat that will be self sustaining in recovery efforts. It was noted that a problem exists in habitat sites that can be wiped out by the bubonic plague when populations reach high numbers in a small area.

BOARD APPOINTMENT :

Career Service Council: David Miller presented the name of Dale Orton to fill the unexpired term of Larry Brough as a member of the Career Service Council. The current term expires June, 2015. Dale Brinkerhoff made a motion to approve the appointment of Dale Orton as recommended. Second by Alma Adams. Voting: Alma Adams, Aye; Dale Brinkerhoff, Aye; David Miller, Aye.

ADJOURN :

The meeting was adjourned at 10:55 a.m. on a motion by Dale Brinkerhoff. Second by. Alma Adams. Voting: Alma Adams, Aye; Dale Brinkerhoff, Aye; David Miller, Aye.

COUNTY OF IRON COUNTY CLERK STATE OF UTAH

Signed: David J. Miller, Chairman

Attest: David I. Yardley
County Clerk