

SEVEN COUNTY INFRASTRUCTURE COALITION
AMENDED AGENDA

September 14, 2018 at 10:00 a.m.

751 E. 100 N., Price, Utah

(435) 636-3214

- | | |
|---|----------------------|
| 1. Welcome/Pledge | Jae Potter |
| 2. Minutes | Jae Potter |
| 3. Public Comment (limit 3 minutes) | Jae Potter |
| 4. Finance Director Report and approval of expenses | Smuin Rich & Marsing |
| 5. Resolution approving NDA with Newfield | Mike McKee |
| 6. Resolution approving NDA with McWilliams | Mike McKee |
| 7. Resolution approving NDA with Ute Energy | Mike McKee |
| 8. Resolution approving Exec. Dir to sign NDAs | Mike McKee |
| 9. Executive Director Report | Mike McKee |
| A. Rail | |
| B. Thorium Research Lab | |
| C. Leland Bench Utilities | |
| D. Western States Rural Natural Gas Initiative | |
| E. Coal to Fuels Presentation | |
| F. Other – Oct. meeting in Vernal discussion/action | |
| 10. Public Hearing on CIB application for loan not to exceed \$600,000 for research facility. | Mike McKee |
| 11. Resolution approving CIB application for research facility | Mike McKee |
| 12. Public Hearing on CIB application for grant in the amount of \$3,000,000 for general funding | Mike McKee |
| 13. Resolution approving CIB application for general funding | |
| 14. Infrastructure Update | Jones & DeMille |
| 15. Closed (executive) session pursuant to §52-4-205 (potential real estate acquisition, trade secret related to procurement, personnel competency) | Eric Johnson |
| 16. Potential change of October Board meeting | Mike McKee |
| 17. Motion to adjourn | Jae Potter |

*In accordance with the Americans with Disabilities Act, the Coalition will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting Carbon County Administrative Offices at (435) 636-3214 at least 48 hours in advance of the meeting to be held.

*The order of agenda items may change to accommodate the needs of the Coalition Board, the staff, and the public.

*This meeting may be held electronically via telephone to permit one or more of the Coalition Board members to participate

Entity: Seven County Infrastructure Coalition

Body: Governing Board

Subject: Public Works

Notice Title: Agenda

Meeting Location: 751 E. 100 N.

Price 84501

Event Date & Time: September 14, 2018
September 14, 2018 10:00 AM

Description/Agenda: SEVEN COUNTY

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Notice of Special Accommodations:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Lori Perez at 435-636-3228.

Notice of Electronic or telephone

Contact Lori Perez at 435-636-3228.

participation:

Other information:

Contact Information: Lori Perez
(435)636-3228
Lori.Perez@carbon.utah.gov

Posted on: September 10, 2018 05:05 PM

Last edited on: September 10, 2018 05:05 PM

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SEVEN COUNTY INFRASTRUCTURE COALITION
MEETING MINUTES

August 10, 2018 at 10:00 a.m.
751 E. Main, Price, UT 84501
(435) 636-3214

Present: Phil Lyman, Jae Potter, Ken Burdick, Brad Horrocks, Jack Lytle.
Also in attendance - Mike McKee, Eric Johnson, Doug Rasmussen, Brian Barton
Absent: Ken May, Lynn Sitterud
Attended telephonically: N/A

1. Welcome / Pledge of Allegiance (Phil Lyman)
2. Meeting Minutes of July 13, 2018 meeting (Phil Lyman)

Mike McKee proposed a modification to the minutes on Western States Rural Natural Gas Initiative study and on the Eastern Utah Connector Road to include a total funding of \$3.2M.

Subject to proposed modifications, motion to approve July 13, 2018 minutes by Commissioner Jack Lytle, seconded by Commissioner Jae Potter. Unanimously approved 5-0-2 absent.

3. Public Comment (Phil Lyman)

Public comments:

- 1) Carl Rudiskill discussed coal to fuels.
- 2) Duane Baker of SEUAG discussed planning transportation.

4. Finance Director Report and approval of Expenses (Smuin, Rich & Marsing)
 The following invoices were presented for approval.

Seven County Infrastructure Coalition

Payment Approval

Date

Vendor	Invoice #	Amount	Description	Grant
R. L. Banks & Associates	3	36,804.79	Uinta Rail Feasibility Study	General
ETJ Law	1375	7,252.98	Legal Services	General
ETJ Law	1376	6,000.00	Uinta Rail Line - Legal Services	General
CIVCO Engineering, Inc	2018315	15,989.76	I-70 Transportation Corridor	Book Cliffs Transportation Corridor
Smuin, Rich & Marsing	38272	1,950.00	Consulting Per Contract July 2018	General
Mike McKee	July 2018	289.14	Director's Travel/Expenses	General
Jones & Demille	0118478	12,145.70	Engineering, Planning, Coordination	General
Jones & Demille	0118608	5,840.91	Engineering, Planning, Coordination	General
Jones & Demille	0118609	7,664.20	Leeland Bench Utilities	General
Jones & Demille	0118610	12,596.38	Uinta Rail Line - Legal ^{Technical} Services	General
Jones & Demille	0118611	420.00	Book Cliffs Transportation Corridor	Book Cliffs Transportation Corridor
Marc T Eckels	SCIC 8-4-2018	9,589.32	Crude Oil Consultant	General
UB Media	117652	784.25	RFQ Notice - Legal Services	General
Emery County Progress	July 2018	744.00	RFQ Notice - Legal Services	General
Salina Sun	10333	453.60	RFQ Notice - Legal Services	General
Sun Advocate	July 2018	1,041.60	RFQ Notice - Legal Services	General
San Juan Record	154548	276.00	RFQ Notice - Legal Services	General
The Richfield Reaper	21189	730.00	RFQ Notice - Legal Services	General
Venable	1980870	7,000.00	Uinta Rail Feasibility Study	General
Venable	1966164	931.50	Uinta Rail Feasibility Study	General
Total Payment Approval		\$ 128,504.13		

Moved Horrocks

Seconded Potter

Board Approval _____

Executive Director *Michael J. Mcke*

Co-Chair *Patty Lyger*

Co-Chair *[Signature]*

Motion to approve by Commissioner Brad Horrocks, seconded by Commissioner Jae Potter. Unanimously approved 5-0-2 absent.

New Finance Director Doug Rasmussen introduced Kristie Sharp, also with Smuin, Rich & Marsing. In the review of invoices, Commissioner Brad Horrocks requested additional detail on Jones and DeMille invoices and on some line items on ETJLaw invoices. It was requested that the invoices be provided the Friday before each meeting. The cost of RFQ publication in the newspaper is expensive for the large area of the Coalition. Meeting agendas are not published in the newspaper.

5. Resolution accepting 2017 Audit Report (Mike McKee)

Motion to approve by Commissioner Jae Potter, seconded by Commissioner Jack Lytle. Unanimously approved 5-0-2 absent.

6. Resolution approving NDA with Union Pacific (Mike McKee)

Motion to approve by Commissioner Brad Horrocks, seconded by Commissioner Ken Burdick. Unanimously approved 5-0-2 absent.

7. Resolution approving pass through funds agreement on Eastern Utah Connector Road (Mike McKee)

Motion to approve by Commissioner Jack Lytle, seconded by Commissioner Brad Horrocks. Unanimously approved 5-0-2 absent.

8. Executive Director Report (Mike McKee)

Rail Study Update:

R.L. Banks summary of the rail study. May obtain an interest rate as low as half the federal borrowing rate, which currently would be 1.6%, however, collateral will be required for rail along with a proven revenue stream. Senator Kevin Van Tassell indicated that the Coalition is what is needed to help Eastern Utah to get the projects that are needed in the area. A meeting will be held next Wednesday with Senator Van Tassell and others to pursue a bill in the next legislature. Senator Van Tassell feels a duty to advance this. There will be a meeting on the 21st on air quality. A \$1.8M federal grant request for rail has been submitted.

Leland Bench:

Water - \$16M project. Applying to Utah Board of Water Resources for funding, but will need at least 15% of funds from other source. Applying to USDA – Rural Development.

Thorium Energy Center of Excellence:

Pam Juliano indicated potential for EDA planning grant for the building in neighborhood of \$3M, and seeking \$10M from State of Utah. The grant request was submitted today. Need to travel to Washington DC to ask for grant approval. No objection for travel.

Eastern Connector Road:

Reviewed Civco Engineering's invoice.

9. Resolution approving Executive Director to acquire ROW for Leland Bench utilities (Mike McKee)

Motion to approve by Commissioner Jae Potter, seconded by Commissioner Brad Horrocks. Unanimously approved 5-0-2 absent.

10. Monthly Infrastructure Report/Study Update (Jones and DeMille)

Jones and DeMille are working on a planning request for rail to the CIB. JDE is also working with interested engineering groups. Application to the Board of Water Resources submitted for the Leland Bench utilities.

11. Consideration of responses for Attorney (Mike McKee)

Snell & Wilmer bid included a typical rate of \$410/hr, with a government discount reduced to \$380/hr. Blaisdell, Church & Johnson offer \$13,000 per month up to 75 hours, with a cost of \$280/hr for hours utilized above 75 hours a month.

Motion to approve by Commissioner Ken Burdick, seconded by Commissioner Brad Horrocks. Unanimously approved 5-0-2 absent.

12. Closed (executive) Session for real estate acquisition pursuant to §52-4-205 (Eric Johnson)

Motion to enter closed session by Commissioner Brad Horrocks, seconded by Commissioner Ken Burdick. Unanimously approved 5-0-2 absent.

13. Resolution selecting Attorney (Mike McKee)

Blaisdell, Church & Johnson selected.

Motion to approve by Commissioner Ken Burdick, seconded by Commissioner Brad Horrocks. Unanimously approved 5-0-2 absent.

14. Motion to adjourn (Phil Lyman)

Motion to adjourn by Commissioner Jack Lytle, seconded by Commissioner Brad Horrocks. Adjourned by acclamation.

Motion to approve meeting minutes by Commissioner _____, seconded by
Commissioner _____.

SEVEN COUNTY INFRASTRUCTURE COALITION VOTING:

Carbon	Board Member	Yea ___ No ___
Daggett	Board Member	Yea ___ No ___
Duchesne	Board Member	Yea ___ No ___
Emery	Board Member	Yea ___ No ___
San Juan	Board Member	Yea ___ No ___
Sevier	Board Member	Yea ___ No ___
Uintah	Board Member	Yea ___ No ___

Co-Chair Phil Lyman

Co-Chair Jae Potter

(COALITION SEAL)

ATTEST:

Eric Johnson



SEVEN COUNTY INFRASTRUCTURE COALITION

Financials

September 14, 2018 at 10:00 a.m.

751 E. Main, Price, UT 84501

(435) 636-3214

Vendor	Invoice #	Amount	Description	Grant
Juliano Consulting	July 2018	3,160.00	Grant Writing Services	General
ETJ Law	1385	8,437.50	Uinta Rail Line - Legal Services	General
ETJ Law	1386	4,562.50	Legal Services	General
CIVCO Engineering, Inc	2018386	29,341.22	I-70 Transportation Corridor - Engineering	Book Cliffs Transportation Corridor
Smuin, Rich & Marsing	38311	1,950.00	Consulting Per Contract - August 2018	General
Mike McKee	Aug 1-Sept 5, 2018	694.53	Director's Travel/Expenses	General
Jones & Demille	0118764	1,903.23	Engineering, Planning, Coordination	General
Jones & Demille	0118765	6,790.50	Leland Bench Utilities - Engineering	General
Jones & Demille	0118766	21,142.38	Uinta Rail Line - Engineering	General
Sunrise Engineering	0096326	7,972.00	Daggett and Uintah County Trails Master Plan - Engineering	Daggett County Master Trails Plan
R.L. Banks & Associates	4	6,212.50	Uinta Rail Feasibility Study	General
Total Payment Approval		\$ 92,166.36		

APPROVED AND ADOPTED this September 14, 2018.

Motion to approve expenses by Commissioner _____, seconded by Commissioner

_____.

SEVEN COUNTY INFRASTRUCTURE COALITION VOTING:

Carbon	Board Member	Yea ___ No ___
Daggett	Board Member	Yea ___ No ___
Duchesne	Board Member	Yea ___ No ___
Emery	Board Member	Yea ___ No ___
San Juan	Board Member	Yea ___ No ___
Sevier	Board Member	Yea ___ No ___
Uintah	Board Member	Yea ___ No ___

Co-Chair Phil Lyman

Co-Chair Jae Potter

ATTEST:

Eric Johnson

(COALITION SEAL)

SEVEN COUNTY INFRASTRUCTURE COALITION
September 14, 2018

Resolution No. 2018-09A

RESOLUTION APPROVING NON-DISCLOSURE AGREEMENT WITH NEWFIELD AND RELATED MATTERS.

WHEREAS, the Coalition and Newfield Production Company have had preliminary discussions and desire to have more detailed discussions that would involve confidential or protected information, which each is only willing to disclose to the other under terms of a Confidentiality or Non-Disclosure Agreement (NDA); and

WHEREAS, the Coalition desires to enter into a NDA with Newfield:

NOW, THEREFORE, be it resolved by the Governing Board of the Seven County Infrastructure Coalition, Utah as follows:

1. The Governing Board hereby approves a Non-Disclosure Agreement with Newfield in substantially the form as attached hereto and further approves the Executive Director to execute such NDA with such modifications as the Executive Director deems desirable and approves the attestation of such NDA and application of the Coalition seal thereto.
2. All parts of this Resolution are severable, and if any section, clause or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, clause or provision shall not affect the remaining sections, clauses or provisions of this Resolution.
3. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption

APPROVED AND ADOPTED this September 14, 2018

Motion by _____ and Seconded by _____.

SEVEN COUNTY INFRASTRUCTURE COALITION VOTING:

Carbon County	Yea ___ No ___
Daggett County	Yea ___ No ___
Duchesne County	Yea ___ No ___
Emery County	Yea ___ No ___
San Juan County	Yea ___ No ___
Sevier County	Yea ___ No ___
Uintah County	Yea ___ No ___

Co-Chair Phil Lyman

Co-Chair Jae Potter

ATTEST:

Eric Johnson

(COALITION SEAL)

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality and Non-Disclosure Agreement (this “**Agreement**”) is made and entered into as of September 14, 2018, by and between Newfield Production Company, a Texas corporation (“**Newfield**”), and Seven County Infrastructure Coalition, a Utah political subdivision (the “**Coalition**”). Each of Newfield and the Coalition are referred to individually as a “**Party**” and collectively as the “**Parties**.”

PRELIMINARY STATEMENT

The Coalition is considering a potential project regarding the construction of a rail line for freight to serve the Uinta Basin (the “**Project**”). In connection with the Coalition’s analysis, evaluation and undertaking of, the Project, the Coalition may request certain information from Newfield and, in connection with such request, the Parties may provide to one another certain information that constitutes Confidential Information (as defined below). The Party disclosing Confidential Information (defined below) pursuant to this Agreement shall be referred to herein as the “**Disclosing Party**” and the Party receiving Confidential Information shall be referred to herein as the “**Receiving Party**.”

AGREEMENT

The Parties, intending to be legally bound, agree as follows:

- Definitions.** “**Confidential Information**” means the Disclosing Party’s confidential, proprietary, or valuable financial information, business or technical information, data, trade secrets or know-how, including, without limitation, development plans, research plans, product plans, asset information, geological information, geophysical information, engineering data, plans or materials, products, services, customers, customer lists, market studies, hardware, software, developments, inventions, processes, formulas, technology, firmware, designs, drawings, marketing plans, business strategy, finances, commercial information, or other business information, that is disclosed in written, oral or electronic form (whether or not patentable and whether furnished on or after the date of this Agreement) to the other Party, including, without limitation, all written notes, analyses, compilations, studies, summaries, interpretations and other material and documents prepared by either Party or its Representatives (as defined below) to the extent they contain, are based on (in whole or in part) or refer to any information described above (collectively, “**Notes**”). Confidential Information does not include any of the foregoing which (a) is known to the Receiving Party prior to the time of disclosure, (b) has become publicly known and made generally available through no act of the Receiving Party and/or any of its Affiliates or Representatives in violation of this Agreement, (c) has been rightfully received by the Receiving Party from a third-person or third-party who is authorized to make such disclosure and is not prohibited by a contractual, legal or fiduciary obligation owed to the Disclosing Party or any of its Affiliates from disclosing such information to the Receiving Party, (d) the Receiving Party can demonstrate is or was independently developed by the Receiving Party without use of, or reliance on, the Disclosing Party’s Confidential Information, or (e) is required to be disclosed upon advice of counsel, by applicable law, stock exchange requirement or regulation, provided that the Receiving Party (i) uses commercially reasonable efforts to preserve confidentiality, (ii) promptly notifies the Disclosing Party of such required disclosure (unless prevented by applicable law), (iii) if possible, gives the Disclosing Party a reasonable opportunity to obtain a protective order or confidentiality treatment, and (iv) otherwise reasonably cooperates with the Disclosing Party to limit or restrict such required disclosure. “**Affiliates**” means with respect to any specified Person (as defined below), any other Person that directly or indirectly controls, is controlled by, or is under common control with such specified Person. The term “control,” when used with respect to any specified Person, means the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise; and the terms “**controlling**” and “**controlled**” have correlative meanings. “**Person**” means any natural person, business, corporation, company, association, limited liability company, partnership, limited partnership, limited liability, partnership, joint venture, business enterprise, trust, governmental authority or other legal entity.
- Non-Disclosure of Confidential Information.** The Receiving Party agrees not to disclose or use any Confidential Information disclosed to it by the Disclosing Party for its own use or for any purpose except in connection with (a) the Receiving Party’s internal discussions and evaluations concerning the Project, and (b) if the Receiving Party is Newfield, the gathering of information and preparation of reports in response to requests made by the Coalition relating to the Project (collectively, the “**Purposes**”). Notwithstanding the preceding sentence, a Party

may disclose Confidential Information of the other Party to such Receiving Party's directors, officers, employees, Affiliates, agents, representatives, consultants, advisers, legal counsel and experts (collectively, "**Representatives**") having a need to know solely for the Purposes, in which case the Receiving Party shall communicate its obligations under this Agreement to such Representatives who receive Confidential Information. The Receiving Party shall be responsible and liable for any disclosure or use of Confidential Information by any of the Receiving Party's Representatives that would be a breach of this Agreement to the same extent had such disclosure or use been made by the Receiving Party and any such disclosure or use by the Receiving Party's Representatives shall be deemed to be a breach by the Receiving Party of its obligations hereunder. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives. The Receiving Party agrees that it shall protect any Confidential Information received with the same duty of care (but no less than reasonable care) as the Receiving Party uses to protect its own information of similar nature. Newfield acknowledges that the Coalition is a political subdivision and public body of the State of Utah and is subject to the requirements of the Utah Government Records Access Management Act, Title 63G, Chapter 2 of the Utah Code ("GRAMA"). The Coalition acknowledges that information Newfield provides under this Agreement is confidential commercial information and or trade secrets, protected from public disclosure under GRAMA pursuant to Section 305 subsections (1) and (2) of Title 63G, Chapter 2 of the Utah Code. The disclosure of such Confidential Information could reasonably be expected to result in harm or injury to the competitive interests of Newfield and would prevent it from further disclosing information to the Coalition. Newfield has a greater interest in prohibiting access to the Confidential Information than the public has in such information. In addition, the Coalition and Newfield acknowledge that other information prepared by or in the possession of the Coalition is also Confidential Information protected under GRAMA, in particular Section 305 subsection (3) in that it contains commercial and/or financial information acquired or prepared by the Coalition the disclosure of which would likely lead to speculation in securities or commodities that will interfere in a planned transaction by the Coalition, or cause harm to the Coalition, its members, or the economy of the State of Utah. Consistent with the foregoing, the Confidential Information of the Disclosing Party and the Recipient shall be classified by the Coalition as protected under GRAMA. The Coalition agrees not to change the classification of the Confidential Information at any time without providing Newfield prior notice, and an opportunity to use any process and procedure available under GRAMA to maintain the protected classification of the Confidential Information. The Coalition also agrees to timely notify Newfield of any request made under GRAMA for access to the Confidential Information, and to use all means available under GRAMA or any other law to maintain the protected classification of the Confidential Information and resist disclosure of the Confidential Information, unless and until Newfield provides written consent to the disclosure of the Confidential Information.

3. Return of Materials. On written request from the Disclosing Party, any Confidential Information which has been furnished by such Disclosing Party to the Receiving Party shall be promptly returned, and any materials derived (in whole or in part) from such Confidential Information and any Notes shall be destroyed by the Receiving Party and an appropriate officer of the Receiving Party shall certify as to any such destruction to the Disclosing Party in writing. Alternatively, the Receiving Party may destroy all Confidential Information instead of returning it to the applicable Disclosing Party and an appropriate officer of the Receiving Party shall certify as to any such destruction to the Disclosing Party in writing. Notwithstanding the foregoing, it is agreed that the Receiving Party may retain (1) Confidential Information contained in back-up computer records for the period such records are normally archived and (2) copies of Confidential Information the Receiving Party is required by applicable law or the Receiving Party's corporate governance policies to retain. Notwithstanding anything contained in this Agreement to the contrary, any Confidential Information retained under the immediately preceding sentence shall remain subject to the confidentiality obligations and prohibitions set forth in this Agreement notwithstanding any termination of this Agreement.

4. No License. Nothing in this Agreement shall be construed as granting any rights to the Receiving Party under any patent, copyright, trademark, trade secret or other intellectual property right of the Disclosing Party, nor shall this Agreement be construed to grant the Receiving Party any licenses or other rights in or to the Confidential Information of the Disclosing Party except the limited right to review such Confidential Information solely for the Purposes.

5. Confidentiality of Discussions and Status. Without the prior written consent of the other Party, neither Party nor any of their Representatives shall (except as required by applicable law, stock exchange requirement or regulation) disclose to any person or party, other than such Party's Representatives, (i) the fact that discussions are taking place concerning the Purposes or the Project, (ii) the existence or contents of this Agreement, and (c) the fact

that the Receiving Party or its Representatives have received and/or requested information from the Disclosing Party. Neither Newfield nor its Representatives will have any legal obligation of any kind to consider, discuss, evaluate, negotiate, invest in, or take part in, the Project by virtue of this Agreement.

6. Term. This Agreement shall be for a term of two (2) years from the date hereof.

7. Remedies. Each Party agrees (a) that money damages might not be a sufficient remedy for any breach of this Agreement by such Party or its Representatives, and (b) that, in addition to all other remedies, each Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach by the other Party. Notwithstanding any other provisions of this Agreement, in no event will a Party or any of its Representatives be liable for indirect, consequential, special, punitive or exemplary damages arising out of this Agreement.

8. No Representations or Warranties. The Disclosing Party represents and warrants that it has the right and authority to disclose the Confidential Information to the Receiving Party. Except in the case of fraud, intentional misrepresentation, willful misconduct, and/or the representation and warranty set forth in the first sentence of this Section 8, the Parties acknowledge and agree that neither Party nor its Representatives is making any representation or warranty (express or implied) concerning the completeness or accuracy of its Confidential Information.

9. No Joint Venture. The Disclosing Party shall have the right, in its sole discretion, to determine what information to make available to the Receiving Party and may at any time discontinue and withhold further access to its Confidential Information. The Parties expressly acknowledge and agree that there is no partnership, joint venture or special relationship of any kind, or intent to create one, between or among the Parties with respect to the Project, and that neither this Agreement nor any discussions, conduct or interactions between them should be interpreted as creating such a relationship or intent. The Parties are not granted any exclusive rights of any nature whatsoever by this Agreement.

10. Costs. The Coalition shall bear its respective expenses incurred in connection with pursuing the Project, including any fees, costs, and expenses of the Coalition's Representatives. Each Party reserves the right (A) to reject any proposals made by the other Party or any of its Representatives; and (B) to terminate discussions with the other Party or any of its Representatives, in each case in the rejecting or terminating Party's sole discretion, without notice to the other Party at any time and for any reason or no reason. The Coalition shall not have any claim or cause of action against Newfield or any of its Representatives in respect of the foregoing reserved rights, including claims for reimbursement for any cost, fee or expense (including but not limited to any due diligence expenses or costs) incurred by the Coalition in connection with pursuing the Project.

11. Governing Law; Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of Texas without regard to conflicts of law principles that would require application of any other law. Any claim, dispute, action or proceeding arising out of, or relating to, this Agreement shall be brought exclusively in the state or federal courts located in Houston, Harris County, Texas, and each of the Parties irrevocably submits to the jurisdiction of such courts in any such claim, dispute, action or proceeding and waives any objection it may now or hereafter have to venue or convenience of forum. EACH PARTY TO THE EXTENT PERMITTED BY LAW, WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS AGREEMENT, WHICH WAIVER APPLIES TO ANY ACTION, SUIT OR PROCEEDING, WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.

12. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter contained herein and supersedes any previous understandings, negotiations, communications, commitments, or agreements, whether oral or written. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the Parties.

13. Notices. Any notices hereunder shall be in writing and shall be addressed as indicated below. Notices may be given by hand, electronic transmission, mail or courier. Either Party may change its address or facsimile number for notices hereunder by providing written notice of such change to the other Party.

If to the Coalition:

Seven County Infrastructure Coalition
5995 S. Redwood Road
Salt Lake City, Utah 84123
Attention: Eric Johnson
Telephone: 801-520-5333
Email: eric@bcjlaw.net

If to Newfield:

Newfield Production Company
4 Waterway Square Place, Suite 100
The Woodlands, TX 77380
Attention: Legal Department
Email: LegalNotices@newfield.com

14. Miscellaneous. This Agreement shall be binding upon and for the benefit of the Parties and each of their respective successors and permitted assigns. Notwithstanding the foregoing, neither Party may assign any of its rights or obligations hereunder to any third-person or third-party without the prior written consent of the other Party (which can be withheld in that Party's sole discretion). Any attempted assignment by a Party without such required consent shall be null and void. Neither any failure nor any delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver of such right, power or privilege and no single or partial exercise of any such right, power or privilege shall preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

15. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof and the remaining provisions hereof shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance herefrom.

16. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

17. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but together shall constitute one and the same instrument. Facsimile or electronic (.pdf) signature copies of this Agreement shall be legally binding and admissible as originals.

[Signature Page Follows]

The Parties have executed and delivered this Agreement as of the date indicated in the first sentence of this Agreement.

NEWFIELD PRODUCTION COMPANY

By: _____
Name: _____
Title: _____

SEVEN COUNTY INFRASTRUCTURE COALITION

By: _____
Name: Michael J. McKee
Title: Executive Director

ATTEST

Eric Johnson

(COALITION SEAL)

SEVEN COUNTY INFRASTRUCTURE COALITION
September 14, 2018

Resolution No. 2018-09B

RESOLUTION APPROVING NON-DISCLOSURE AGREEMENT WITH CARL MCWILLIAMS AND RELATED MATTERS.

WHEREAS, the Coalition and Carl McWilliams (McWilliams) have had preliminary discussions and desire to have more detailed discussions that would involve confidential or protected information, which each is only willing to disclose to the other under terms of a Confidentiality or Non-Disclosure Agreement (NDA); and

WHEREAS, the Coalition desires to enter into a NDA with McWilliams:

NOW, THEREFORE, be it resolved by the Governing Board of the Seven County Infrastructure Coalition, Utah as follows:

1. The Governing Board hereby approves a Non-Disclosure Agreement with McWilliams in substantially the form as attached hereto and further approves the Executive Director to execute such NDA with such modifications as the Executive Director deems desirable and approves the attestation of such NDA and application of the Coalition seal thereto.
2. All parts of this Resolution are severable, and if any section, clause or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, clause or provision shall not affect the remaining sections, clauses or provisions of this Resolution.
3. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption

APPROVED AND ADOPTED this September 14, 2018

Motion by _____ and Seconded by _____.

SEVEN COUNTY INFRASTRUCTURE COALITION VOTING:

Carbon County	Yea ___ No ___
Daggett County	Yea ___ No ___
Duchesne County	Yea ___ No ___
Emery County	Yea ___ No ___
San Juan County	Yea ___ No ___
Sevier County	Yea ___ No ___
Uintah County	Yea ___ No ___

Co-Chair Phil Lyman

Co-Chair Jae Potter

ATTEST:

Eric Johnson

(COALITION SEAL)

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“Agreement”), entered into and effective as of the ___th day of _____, 2018 (“Effective Date”), is by and between Seven County Infrastructure Coalition, a Utah political subdivision and Carl L. McWilliams, an individual, dba North American Solar Network, (each, a “Disclosing Party” or “Recipient” as applicable as defined below; also sometimes collectively referred to herein as the “Parties” and individually as a “Party”).

RECITALS

WHEREAS, the Parties desire to express their intention to coordinate and cooperate with each other related to transportation solutions for waxy crude oil in the Uinta Basin and to further discuss with each other and evaluate one or more possible business transactions of possible mutual interest to the Parties and/or their respective affiliates or subsidiaries related to thorium energy (any such transaction, a “Possible Transaction”), and in connection thereto, Disclosing Party may furnish or make available to Recipient certain “Confidential Information” (as defined below); and

WHEREAS, the Parties have entered into this Agreement to assure, among other things, the confidentiality of disclosed information and to restrict the use of all such Confidential Information, including the confidentiality of any discussions between the Parties relating to the Possible Transaction, pursuant and subject to the terms and conditions herein;

NOW, THEREFORE, in consideration of the Recitals above and the mutual promises and covenants made herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

AGREEMENT

1. Intention to Provide Transportation. The Parties hereby express their mutual intention to potentially enter into a Possible Transaction related to natural gas and related technologies.
2. Confidential Information. The term “Confidential Information” as used in this Agreement shall mean all confidential, proprietary and nonpublic information provided or made available by or on behalf of one Party (“Disclosing Party”) to the other Party (“Recipient”), relating to the Possible Transaction, whether in written, oral, visual, electronic or other format or media including, without limitation, computer programs, technical drawings, engineering drawings and work products, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and any/all other technical, design, engineering, construction, operations, commercial, business, financial, customer and product development plans, forecasts, passwords, strategies, analyses, compilations, studies, notes, and other documents and information, whether prepared by or on behalf of Recipient or its “Representatives” (as defined below), which contain or otherwise reflect such information of the Disclosing Party. “Representatives” means the Recipient’s and its affiliates’ and subsidiaries’ directors, officers, managers, members, partners, agents (including financial advisors or other consultants), attorneys and employees who have a reasonable need to know the Confidential Information to evaluate

or discuss the Possible Transaction. Notwithstanding the foregoing, Confidential Information shall not include the following: (a) information which is publicly available or which later becomes publicly available through no act or omission of the Recipient or its Representatives in breach of this Agreement; (b) information which Recipient or its Representatives can demonstrate was in its/their possession on a non-confidential basis prior to disclosure by Disclosing Party hereunder and was not received by the Recipient or its Representatives from a third party who or that, to the Recipient's or its Representatives' reasonable knowledge and belief, was prohibited from transmitting the information by a contractual, legal, fiduciary or other binding obligation; (c) information received by the Recipient or its Representatives from a third party who or that, to the Recipient's or its Representatives' reasonable knowledge and belief, is not prohibited from transmitting the information by a contractual, legal, fiduciary or other binding obligation; or (d) information which was or is independently developed by the Recipient or its Representatives and which was not derived or obtained, in whole or in any material part, from Confidential Information of or from Disclosing Party hereunder.

3. Scope; No Representation or Warranties. Each Party acknowledges that the Confidential Information disclosed to it hereunder may not be all-inclusive and/or contain all of the information or data that the Recipient may wish to receive, evaluate and/or consider regarding the Possible Transaction. NEITHER PARTY REPRESENTS OR WARRANTS THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION THAT IT PROVIDES TO THE OTHER PARTY HEREUNDER, NOR ASSUMES ANY LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM THE RECIPIENT'S OR ANY OTHER PERSON'S OR ENTITY'S USE OF OR RELIANCE UPON ANY OF ITS CONFIDENTIAL INFORMATION UNLESS AND TO THE EXTENT OTHERWISE SPECIFICALLY PROVIDED IN A SUBSEQUENT LEGALLY BINDING DEFINITIVE SIGNED WRITTEN AGREEMENT REGARDING THE POSSIBLE TRANSACTION. EACH PARTY DISCLOSES CONFIDENTIAL INFORMATION TO THE OTHER PARTY "AS IS".

4. Use and Disclosure of Confidential Information. Recipient and its Representatives shall use the Confidential Information only for the purpose of its discussions with the Disclosing Party and its Representatives regarding a Possible Transaction and its internal evaluation of a Possible Transaction (the "Purpose"), and for no other purpose. The Recipient agrees: (i) to hold and maintain the Disclosing Party's Confidential Information in confidence and to take commercially reasonable precautions to protect such Confidential Information (including, without limitation, all precautions that the Recipient employs with respect to its own confidential information); (ii) not to divulge any such Confidential Information or any information derived therefrom to any third person or entity, except as expressly permitted herein; (iii) not to make any use whatsoever at any time of any such Confidential Information received, except as expressly permitted herein; (iv) not to copy or reverse engineer any such Confidential Information; and (v) not to export or reexport (within the meaning of U.S. or other export control laws or regulations) any such Confidential Information or any product thereof.

Consistent with the above, Recipient may provide all or part of the Disclosing Party's Confidential Information to the Recipient's Representatives who are made aware of the

confidential nature of the Confidential Information, who have a need to know solely in connection with the Purpose and who are bound by confidentiality obligations comparable to and no less restrictive than those contained in this Agreement. To the extent and in accordance with applicable law, Recipient shall be responsible for any breach of this Agreement by itself or any of its Representatives. Recipient shall take the same degree of care that it uses to protect its own confidential, proprietary and nonpublic information and materials of similar nature and importance (but in no event less than commercially reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Disclosing Party's Confidential Information. Recipient and its Representatives shall not make any copies or take any extracts of the Confidential Information except to the extent reasonably necessary to carry out the Purpose, or unless otherwise approved in writing in advance by Disclosing Party.

5. Ownership of the Confidential Information; Intellectual Property. All Confidential Information of Disclosing Party (including, without limitation, all copies, extracts and portions thereof) is and shall remain the sole property of Disclosing Party. Recipient does not acquire (by license or otherwise, whether express or implied) any ownership, rights to use and/or intellectual property and/or any other rights to any Confidential Information now or hereafter owned or controlled by Disclosing Party or other rights under this Agreement, except the limited right to use the Confidential Information disclosed hereunder in accordance with the express provisions of this Agreement. All rights relating to the Confidential Information that are not expressly granted hereunder to Recipient are reserved and retained by Disclosing Party.

6. Required Disclosure. If Recipient or any of its Representatives is/are requested or required by subpoena, investigation, court order, demand or other legal process to disclose any Confidential Information provided to Recipient by Disclosing Party hereunder, Recipient shall provide to Disclosing Party prompt written notice thereof, if not prohibited by law, and will use reasonable efforts to provide such cooperation as Disclosing Party shall reasonably request and at Disclosing party's expense, until an appropriate protective order or motion to quash may be sought or obtained, a waiver of compliance with this Agreement may be granted or other appropriate and applicable remedy or solution is achieved. If, in the absence of a protective order, other legal protection, the receipt of a waiver hereunder or other remedy or solution as described above, Recipient is, in the opinion of its legal counsel, legally required to disclose Confidential Information, then Recipient may disclose, without liability hereunder, only that portion of the Confidential Information that is legally required to be disclosed, provided that Recipient uses commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the said Confidential Information. MCWILLIAMS acknowledges that the Seven County Infrastructure Coalition is a political subdivision and public body of the State of Utah and is subject to the requirements of the Utah Government Records Access Management Act, Title 63G, Chapter 2 of the Utah Code ("GRAMA"). MCWILLIAMS hereby claims business confidentially under Section 305 subsections (1) and (2) of Title 63G, Chapter 2 of the Utah Code as the Confidential Information it may disclose subject to this Agreement includes trade secrets and confidential commercial information the disclosure of which could reasonable be expected to result in harm or injury to the competitive interests of MCWILLIAMS and would prevent it from further disclosing information to the Seven County Infrastructure Coalition. MCWILLIAMS has a greater

interest in prohibiting access to the Confidential Information than the public has in such information. In addition, the Seven County Infrastructure Coalition claims that its Confidential Information is protected under GRAMA, in particular Section 305 subsection (3) in that it contains commercial and/or financial information acquired or prepared by the Seven County Infrastructure Coalition that would likely lead to speculation in securities or commodities that will interfere in a planned transaction by the Seven County Infrastructure Coalition, or cause harm to the Seven County Infrastructure Coalition or the economy of the State of Utah. Consistent with the foregoing, the Confidential Information of both the Disclosing Parties and the Recipients shall be classified by the Seven County Infrastructure Coalition as protected under GRAMA.

7. Return or Destruction of Confidential Information. Confidential Information shall be returned (or destroyed by the Recipient, at the Disclosing Party's election) to the Disclosing Party upon written request by the Disclosing Party. Notwithstanding the foregoing: (a) Recipient and its Representatives may retain such Confidential Information to the extent relevant to demonstrate the Recipient's and its Representatives' compliance with this Agreement, any legal, regulatory, self-regulatory, professional and/or contractual obligation, or any customary document retention policy; and (b) Recipient and its Representatives only shall be required to use commercially reasonable efforts to return or destroy any such Confidential Information stored electronically. Notwithstanding the return or destruction of Confidential Information by Recipient, all Confidential Information in any form will continue to be subject to the terms of this Agreement. The Recipient understands that nothing herein requires the disclosure of any particular Confidential Information of the Disclosing Party.

8. Term. This Agreement and the obligations hereunder shall remain in full force and effect as specified herein for two (2) years after the Effective Date or until such time as the Parties enter into a written agreement providing otherwise. Notwithstanding the above, all provisions herein that expressly or by implication are intended to survive any termination of this Agreement shall remain in full force and effect as written.

9. Nature of Information; Remedies. Recipient acknowledges and agrees that Disclosing Party may be irreparably harmed by disclosure of Disclosing Party's Confidential Information, that money damages may not be a sufficient remedy for any breach of this Agreement by Recipient or its Representatives and that, in addition to any other remedies available at law or in equity, specific performance and injunctive or other equitable remedies shall be available for Disclosing Party to seek as a remedy for any such breach or threatened breach, without the requirement of posting a bond or any other security. Recipient shall notify Disclosing Party in writing promptly upon Recipient's becoming aware of any such breach or threatened breach. Disclosing Party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, incurred in connection with any successful action brought by it to enforce any of the terms of this Agreement. Notwithstanding anything herein to the contrary, neither of the Parties shall be responsible or held liable to the other under contract (including any breach of contract or for losses under any indemnity obligation), tort (including negligence), strict liability, and/or any other theory of law or equity, for any incidental, consequential, special, indirect,

punitive or exemplary damages or losses (including lost profits) of any nature at any time and howsoever arising under and/or relating directly or indirectly to this Agreement.

10. No Obligation. Neither Party is obligated to consummate any Possible Transaction, to enter into negotiations regarding any such transaction, or to pay any expenses or fees incurred by the other Party in providing, reviewing or evaluating the Confidential Information. Each Party reserves the right, in its sole discretion, to reject any and all proposals made by the other Party regarding any Possible Transaction, and to terminate discussions and negotiations at any time, for any reason. Nothing in this Agreement shall be deemed to create any type of business relationship between the Parties. Notwithstanding the forgoing, the Parties only agree to disclose Confidential Information with the intent of consummating a Possible Transaction, and it is the intention of the Parties to disclose such Confidential Information as would allow the other Party to reasonably evaluate the potential viability of a Possible Transaction involving both Parties.

11. No Conflict; Right to Disclose. Recipient hereby represents and warrants that it is not bound by the terms of any confidentiality or other agreement with any third person or entity that would conflict with any of Recipient's obligations under this Agreement. Each Party represents and warrants to the other Party that it has the legal right to disclose to all Confidential Information that it discloses to the other hereunder. MCWILLIAMS acknowledges that the Seven County Infrastructure Coalition has entered into other non-disclosure agreements with other companies that may be developing technologies in similar fields of research and development and agrees that such prior agreements do not create a conflict for MCWILLIAMS

12. Choice of Law; Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH, WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES. EACH OF THE PARTIES HERETO (I) IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF (A) SALT LAKE COUNTY, UTAH AND (B) THE UNITED STATES DISTRICT COURTS IN SALT LAKE CITY, UTAH, AS WELL AS TO THE JURISDICTION OF ALL COURTS FROM WHICH AN APPEAL MAY BE TAKEN FROM SUCH COURT(S), FOR THE PURPOSE OF ANY ACTION, SUIT OR OTHER PROCEEDING WHICH IS BROUGHT BY A PARTY OR ITS SUCCESSOR AND ASSIGNS, ARISING OUT OF THIS AGREEMENT, AND (II) HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION SUIT OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT(S), (III) AGREES NOT TO COMMENCE ANY ACTION, SUIT OR PROCEEDING OF ANY KIND OR TYPE RELATING TO THIS AGREEMENT EXCEPT IN SUCH COURT(S), AND (IV) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY WAIVES, AND AGREES NOT TO ASSERT AS A DEFENSE OR OTHERWISE IN ANY SUCH ACTION, SUIT OR PROCEEDING ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF ANY SUCH COURT(S), THAT THE ACTION, SUIT OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, OR THAT THE VENUE OF THE ACTION, SUIT OR PROCEEDING IS IMPROPER. EACH PARTY HEREBY WAIVES ALL RIGHTS

OF ANY OTHER JURISDICTION WHICH IT MAY NOW OR HEREAFTER HAVE BY REASON OF ITS PRESENT OR SUBSEQUENT RESIDENCE OR DOMICILE.

13. Miscellaneous. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of the provisions of the Agreement shall remain in full force and effect. No amendment or modification of this Agreement shall be binding unless made by a written instrument signed by both Parties hereto. No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power, or privilege hereunder. This Agreement may be executed in one or more counterparts, each of which (including photocopies, facsimile, electronic and PDF copies) shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement represents the entire understanding and agreement of the Parties regarding the subject matter hereof and supersedes all prior agreements between the Parties regarding the matters contained herein. Neither Party may assign this Agreement without the other Party's prior written consent. The Parties agree that this Agreement was mutually negotiated, and that each Party participated in the drafting of this Agreement; and as such, no rule of contract construction or interpretation will be applied for or against either Party. In the event of any legal or equitable proceedings involving or relating to this Agreement, the prevailing Party shall be entitled to receive from the nonprevailing Party, in addition to any legal or equitable relief awarded to the prevailing Party, all of the costs and expenses (including but not limited to filing and court costs, expert witness fees and reasonable attorney's fees) incurred by the prevailing Party in any such proceedings (including any appeal(s) and/or other proceedings relating thereto).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Effective Date.

Seven County Infrastructure Coalition

Carl L. McWilliams dba North American Solar Network

By: _____

By: _____

Name: Michael J. McKee

Title: Executive Director

ATTEST:

Eric Johnson

(Coalition Seal)

SEVEN COUNTY INFRASTRUCTURE COALITION
September 14, 2018

Resolution No. 2018-09C

RESOLUTION APPROVING NON-DISCLOSURE AGREEMENT WITH UTE ENERGY AND RELATED MATTERS.

WHEREAS, the Coalition and Ute Energy Holdings, LLC (Ute Energy) have had preliminary discussions and desire to have more detailed discussions that would involve confidential or protected information, which each is only willing to disclose to the other under terms of a Confidentiality or Non-Disclosure Agreement (NDA); and

WHEREAS, the Coalition desires to enter into a NDA with Ute Energy:

NOW, THEREFORE, be it resolved by the Governing Board of the Seven County Infrastructure Coalition, Utah as follows:

1. The Governing Board hereby approves a Non-Disclosure Agreement with Ute Energy in substantially the form as attached hereto and further approves the Executive Director to execute such NDA with such modifications as the Executive Director deems desirable and approves the attestation of such NDA and application of the Coalition seal thereto.
2. All parts of this Resolution are severable, and if any section, clause or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, clause or provision shall not affect the remaining sections, clauses or provisions of this Resolution.
3. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption

APPROVED AND ADOPTED this September 14, 2018

Motion by _____ and Seconded by _____.

SEVEN COUNTY INFRASTRUCTURE COALITION VOTING:

Carbon County	Yea ___ No ___
Daggett County	Yea ___ No ___
Duchesne County	Yea ___ No ___
Emery County	Yea ___ No ___
San Juan County	Yea ___ No ___
Sevier County	Yea ___ No ___
Uintah County	Yea ___ No ___

Co-Chair Phil Lyman

Co-Chair Jae Potter

ATTEST:

Eric Johnson

(COALITION SEAL)

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“Agreement”), entered into and effective as of the ___th day of _____, 2018 (“Effective Date”), is by and between Seven County Infrastructure Coalition, a Utah political subdivision and Ute Energy Holdings, LLC, a Utah limited liability company (each, a “Disclosing Party” or “Recipient” as applicable as defined below; also sometimes collectively referred to herein as the “Parties” and individually as a “Party”).

RECITALS

WHEREAS, the Parties desire to express their intention to coordinate and cooperate with each other related to transportation solutions for waxy crude oil in the Uinta Basin and to further discuss with each other and evaluate one or more possible business transactions of possible mutual interest to the Parties and/or their respective affiliates or subsidiaries related to thorium energy (any such transaction, a “Possible Transaction”), and in connection thereto, Disclosing Party may furnish or make available to Recipient certain “Confidential Information” (as defined below); and

WHEREAS, the Parties have entered into this Agreement to assure, among other things, the confidentiality of disclosed information and to restrict the use of all such Confidential Information, including the confidentiality of any discussions between the Parties relating to the Possible Transaction, pursuant and subject to the terms and conditions herein;

NOW, THEREFORE, in consideration of the Recitals above and the mutual promises and covenants made herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

AGREEMENT

1. Intention to Provide Transportation. The Parties hereby express their mutual intention to potentially enter into a Possible Transaction related to the transportation of Uinta Basin Waxy Crude Oil.
2. Confidential Information. The term “Confidential Information” as used in this Agreement shall mean all confidential, proprietary and nonpublic information provided or made available by or on behalf of one Party (“Disclosing Party”) to the other Party (“Recipient”), relating to the Possible Transaction, whether in written, oral, visual, electronic or other format or media including, without limitation, computer programs, technical drawings, engineering drawings and work products, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and any/all other technical, design, engineering, construction, operations, commercial, business, financial, customer and product development plans, forecasts, passwords, strategies, analyses, compilations, studies, notes, and other documents and information, whether prepared by or on behalf of Recipient or its “Representatives” (as defined below), which contain or otherwise reflect such information of the Disclosing Party. “Representatives” means the Recipient’s and its affiliates’ and subsidiaries’ directors, officers, managers, members, partners, agents (including financial advisors or other consultants), attorneys and employees who have a reasonable need to know the Confidential Information to evaluate

or discuss the Possible Transaction. Notwithstanding the foregoing, Confidential Information shall not include the following: (a) information which is publicly available or which later becomes publicly available through no act or omission of the Recipient or its Representatives in breach of this Agreement; (b) information which Recipient or its Representatives can demonstrate was in its/their possession on a non-confidential basis prior to disclosure by Disclosing Party hereunder and was not received by the Recipient or its Representatives from a third party who or that, to the Recipient's or its Representatives' reasonable knowledge and belief, was prohibited from transmitting the information by a contractual, legal, fiduciary or other binding obligation; (c) information received by the Recipient or its Representatives from a third party who or that, to the Recipient's or its Representatives' reasonable knowledge and belief, is not prohibited from transmitting the information by a contractual, legal, fiduciary or other binding obligation; or (d) information which was or is independently developed by the Recipient or its Representatives and which was not derived or obtained, in whole or in any material part, from Confidential Information of or from Disclosing Party hereunder.

3. Scope; No Representation or Warranties. Each Party acknowledges that the Confidential Information disclosed to it hereunder may not be all-inclusive and/or contain all of the information or data that the Recipient may wish to receive, evaluate and/or consider regarding the Possible Transaction. NEITHER PARTY REPRESENTS OR WARRANTS THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION THAT IT PROVIDES TO THE OTHER PARTY HEREUNDER, NOR ASSUMES ANY LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM THE RECIPIENT'S OR ANY OTHER PERSON'S OR ENTITY'S USE OF OR RELIANCE UPON ANY OF ITS CONFIDENTIAL INFORMATION UNLESS AND TO THE EXTENT OTHERWISE SPECIFICALLY PROVIDED IN A SUBSEQUENT LEGALLY BINDING DEFINITIVE SIGNED WRITTEN AGREEMENT REGARDING THE POSSIBLE TRANSACTION. EACH PARTY DISCLOSES CONFIDENTIAL INFORMATION TO THE OTHER PARTY "AS IS".

4. Use and Disclosure of Confidential Information. Recipient and its Representatives shall use the Confidential Information only for the purpose of its discussions with the Disclosing Party and its Representatives regarding a Possible Transaction and its internal evaluation of a Possible Transaction (the "Purpose"), and for no other purpose. The Recipient agrees: (i) to hold and maintain the Disclosing Party's Confidential Information in confidence and to take commercially reasonable precautions to protect such Confidential Information (including, without limitation, all precautions that the Recipient employs with respect to its own confidential information); (ii) not to divulge any such Confidential Information or any information derived therefrom to any third person or entity, except as expressly permitted herein; (iii) not to make any use whatsoever at any time of any such Confidential Information received, except as expressly permitted herein; (iv) not to copy or reverse engineer any such Confidential Information; and (v) not to export or reexport (within the meaning of U.S. or other export control laws or regulations) any such Confidential Information or any product thereof.

Consistent with the above, Recipient may provide all or part of the Disclosing Party's Confidential Information to the Recipient's Representatives who are made aware of the

confidential nature of the Confidential Information, who have a need to know solely in connection with the Purpose and who are bound by confidentiality obligations comparable to and no less restrictive than those contained in this Agreement. To the extent and in accordance with applicable law, Recipient shall be responsible for any breach of this Agreement by itself or any of its Representatives. Recipient shall take the same degree of care that it uses to protect its own confidential, proprietary and nonpublic information and materials of similar nature and importance (but in no event less than commercially reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Disclosing Party's Confidential Information. Recipient and its Representatives shall not make any copies or take any extracts of the Confidential Information except to the extent reasonably necessary to carry out the Purpose, or unless otherwise approved in writing in advance by Disclosing Party.

5. Ownership of the Confidential Information; Intellectual Property. All Confidential Information of Disclosing Party (including, without limitation, all copies, extracts and portions thereof) is and shall remain the sole property of Disclosing Party. Recipient does not acquire (by license or otherwise, whether express or implied) any ownership, rights to use and/or intellectual property and/or any other rights to any Confidential Information now or hereafter owned or controlled by Disclosing Party or other rights under this Agreement, except the limited right to use the Confidential Information disclosed hereunder in accordance with the express provisions of this Agreement. All rights relating to the Confidential Information that are not expressly granted hereunder to Recipient are reserved and retained by Disclosing Party.

6. Required Disclosure. If Recipient or any of its Representatives is/are requested or required by subpoena, investigation, court order, demand or other legal process to disclose any Confidential Information provided to Recipient by Disclosing Party hereunder, Recipient shall provide to Disclosing Party prompt written notice thereof, if not prohibited by law, and will use reasonable efforts to provide such cooperation as Disclosing Party shall reasonably request and at Disclosing party's expense, until an appropriate protective order or motion to quash may be sought or obtained, a waiver of compliance with this Agreement may be granted or other appropriate and applicable remedy or solution is achieved. If, in the absence of a protective order, other legal protection, the receipt of a waiver hereunder or other remedy or solution as described above, Recipient is, in the opinion of its legal counsel, legally required to disclose Confidential Information, then Recipient may disclose, without liability hereunder, only that portion of the Confidential Information that is legally required to be disclosed, provided that Recipient uses commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the said Confidential Information. UTE ENERGY acknowledges that the Seven County Infrastructure Coalition is a political subdivision and public body of the State of Utah and is subject to the requirements of the Utah Government Records Access Management Act, Title 63G, Chapter 2 of the Utah Code ("GRAMA"). UTE ENERGY hereby claims business confidentiality under Section 305 subsections (1) and (2) of Title 63G, Chapter 2 of the Utah Code as the Confidential Information it may disclose subject to this Agreement includes trade secrets and confidential commercial information the disclosure of which could reasonable be expected to result in harm or injury to the competitive interests of UTE ENERGY and would prevent it from further disclosing information to the Seven County Infrastructure Coalition. UTE ENERGY has a greater

interest in prohibiting access to the Confidential Information than the public has in such information. In addition, the Seven County Infrastructure Coalition claims that its Confidential Information is protected under GRAMA, in particular Section 305 subsection (3) in that it contains commercial and/or financial information acquired or prepared by the Seven County Infrastructure Coalition that would likely lead to speculation in securities or commodities that will interfere in a planned transaction by the Seven County Infrastructure Coalition, or cause harm to the Seven County Infrastructure Coalition or the economy of the State of Utah. Consistent with the foregoing, the Confidential Information of both the Disclosing Parties and the Recipients shall be classified by the Seven County Infrastructure Coalition as protected under GRAMA.

7. Return or Destruction of Confidential Information. Confidential Information shall be returned (or destroyed by the Recipient, at the Disclosing Party's election) to the Disclosing Party upon written request by the Disclosing Party. Notwithstanding the foregoing: (a) Recipient and its Representatives may retain such Confidential Information to the extent relevant to demonstrate the Recipient's and its Representatives' compliance with this Agreement, any legal, regulatory, self-regulatory, professional and/or contractual obligation, or any customary document retention policy; and (b) Recipient and its Representatives only shall be required to use commercially reasonable efforts to return or destroy any such Confidential Information stored electronically. Notwithstanding the return or destruction of Confidential Information by Recipient, all Confidential Information in any form will continue to be subject to the terms of this Agreement. The Recipient understands that nothing herein requires the disclosure of any particular Confidential Information of the Disclosing Party.

8. Term. This Agreement and the obligations hereunder shall remain in full force and effect as specified herein for two (2) years after the Effective Date or until such time as the Parties enter into a written agreement providing otherwise. Notwithstanding the above, all provisions herein that expressly or by implication are intended to survive any termination of this Agreement shall remain in full force and effect as written.

9. Nature of Information; Remedies. Recipient acknowledges and agrees that Disclosing Party may be irreparably harmed by disclosure of Disclosing Party's Confidential Information, that money damages may not be a sufficient remedy for any breach of this Agreement by Recipient or its Representatives and that, in addition to any other remedies available at law or in equity, specific performance and injunctive or other equitable remedies shall be available for Disclosing Party to seek as a remedy for any such breach or threatened breach, without the requirement of posting a bond or any other security. Recipient shall notify Disclosing Party in writing promptly upon Recipient's becoming aware of any such breach or threatened breach. Disclosing Party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, incurred in connection with any successful action brought by it to enforce any of the terms of this Agreement. Notwithstanding anything herein to the contrary, neither of the Parties shall be responsible or held liable to the other under contract (including any breach of contract or for losses under any indemnity obligation), tort (including negligence), strict liability, and/or any other theory of law or equity, for any incidental, consequential, special, indirect,

punitive or exemplary damages or losses (including lost profits) of any nature at any time and howsoever arising under and/or relating directly or indirectly to this Agreement.

10. No Obligation. Neither Party is obligated to consummate any Possible Transaction, to enter into negotiations regarding any such transaction, or to pay any expenses or fees incurred by the other Party in providing, reviewing or evaluating the Confidential Information. Each Party reserves the right, in its sole discretion, to reject any and all proposals made by the other Party regarding any Possible Transaction, and to terminate discussions and negotiations at any time, for any reason. Nothing in this Agreement shall be deemed to create any type of business relationship between the Parties. Notwithstanding the forgoing, the Parties only agree to disclose Confidential Information with the intent of consummating a Possible Transaction, and it is the intention of the Parties to disclose such Confidential Information as would allow the other Party to reasonably evaluate the potential viability of a Possible Transaction involving both Parties.

11. No Conflict; Right to Disclose. Recipient hereby represents and warrants that it is not bound by the terms of any confidentiality or other agreement with any third person or entity that would conflict with any of Recipient's obligations under this Agreement. Each Party represents and warrants to the other Party that it has the legal right to disclose to all Confidential Information that it discloses to the other hereunder. UTE ENERGY acknowledges that the Seven County Infrastructure Coalition has entered into other non-disclosure agreements with other companies that may be developing technologies in similar fields of research and development and agrees that such prior agreements do not create a conflict for UTE ENERGY

12. Choice of Law; Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH, WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES. EACH OF THE PARTIES HERETO (I) IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF (A) SALT LAKE COUNTY, UTAH AND (B) THE UNITED STATES DISTRICT COURTS IN SALT LAKE CITY, UTAH, AS WELL AS TO THE JURISDICTION OF ALL COURTS FROM WHICH AN APPEAL MAY BE TAKEN FROM SUCH COURT(S), FOR THE PURPOSE OF ANY ACTION, SUIT OR OTHER PROCEEDING WHICH IS BROUGHT BY A PARTY OR ITS SUCCESSOR AND ASSIGNS, ARISING OUT OF THIS AGREEMENT, AND (II) HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION SUIT OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT(S), (III) AGREES NOT TO COMMENCE ANY ACTION, SUIT OR PROCEEDING OF ANY KIND OR TYPE RELATING TO THIS AGREEMENT EXCEPT IN SUCH COURT(S), AND (IV) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY WAIVES, AND AGREES NOT TO ASSERT AS A DEFENSE OR OTHERWISE IN ANY SUCH ACTION, SUIT OR PROCEEDING ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF ANY SUCH COURT(S), THAT THE ACTION, SUIT OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, OR THAT THE VENUE OF THE ACTION, SUIT OR PROCEEDING IS IMPROPER. EACH PARTY HEREBY WAIVES ALL RIGHTS

OF ANY OTHER JURISDICTION WHICH IT MAY NOW OR HEREAFTER HAVE BY REASON OF ITS PRESENT OR SUBSEQUENT RESIDENCE OR DOMICILE.

13. Miscellaneous. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of the provisions of the Agreement shall remain in full force and effect. No amendment or modification of this Agreement shall be binding unless made by a written instrument signed by both Parties hereto. No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power, or privilege hereunder. This Agreement may be executed in one or more counterparts, each of which (including photocopies, facsimile, electronic and PDF copies) shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement represents the entire understanding and agreement of the Parties regarding the subject matter hereof and supersedes all prior agreements between the Parties regarding the matters contained herein. Neither Party may assign this Agreement without the other Party's prior written consent. The Parties agree that this Agreement was mutually negotiated, and that each Party participated in the drafting of this Agreement; and as such, no rule of contract construction or interpretation will be applied for or against either Party. In the event of any legal or equitable proceedings involving or relating to this Agreement, the prevailing Party shall be entitled to receive from the nonprevailing Party, in addition to any legal or equitable relief awarded to the prevailing Party, all of the costs and expenses (including but not limited to filing and court costs, expert witness fees and reasonable attorney's fees) incurred by the prevailing Party in any such proceedings (including any appeal(s) and/or other proceedings relating thereto).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Effective Date.

Seven County Infrastructure Coalition

Ute Energy Holdings. LLC.

By: _____

By: _____

Name: Michael J. McKee

Name: Devin Pehrson

Title: Executive Director

Title: CEO

ATTEST:

Eric Johnson

(Coalition Seal)

SEVEN COUNTY INFRASTRUCTURE COALITION
September 14, 2018

Resolution No. 2018-09D

RESOLUTION APPROVING THE EXECUTIVE DIRECTOR TO SIGN A ND EXECUTE NON-DISCLOSURE AGREEMENTS AND RELATED MATTERS.

WHEREAS, the Coalition has entered into various non-disclosure agreements with a number of businesses and individuals to exchange confidential or protected information in a manner that will not injure the interests of either party to such non-disclosure agreements; and

WHEREAS, typically non-disclosure agreements do not contain any provisions to commit to or exchange funds; and

WHEREAS, because non-disclosure agreements do not involve the expenditure or commitment of funds, the Coalition Board deems it best to authorize the Executive Director to enter into and execute non-disclosure agreements on behalf of the Coalition:

NOW, THEREFORE, be it resolved by the Governing Board of the Seven County Infrastructure Coalition, Utah as follows:

1. The Governing Board hereby approves and authorizes the Executive Director to enter into one or more Non-Disclosure Agreements with individuals, companies, or other entities, as the Executive Director deems in the best interest of the Coalition, provided, that (1) such Non-Disclosure Agreement does not involve the commitment or expenditure of Coalition funds, and (2) the Non-Disclosure Agreement is presented to the Coalition Board for ratification as soon as practicable. The Governing Board further approves the attestation of such NDAs and application of the Coalition seal to any and all such NDAs.
2. All parts of this Resolution are severable, and if any section, clause or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, clause or provision shall not affect the remaining sections, clauses or provisions of this Resolution.
3. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption

APPROVED AND ADOPTED this September 14, 2018

Motion by _____ and Seconded by _____.

SEVEN COUNTY INFRASTRUCTURE COALITION VOTING:

Carbon County	Yea ___ No ___
Daggett County	Yea ___ No ___
Duchesne County	Yea ___ No ___
Emery County	Yea ___ No ___
San Juan County	Yea ___ No ___
Sevier County	Yea ___ No ___
Uintah County	Yea ___ No ___

Co-Chair Phil Lyman

Co-Chair Jae Potter

ATTEST:

Eric Johnson

(COALITION SEAL)

RESOLUTION NO. 2018-09E

SEVEN COUNTY INFRASTRUCTURE COALITION

September 14, 2018

RESOLUTION TO MAKE APPLICATION TO THE UTAH PERMANENT COMMUNITY IMPACT FUND BOARD FOR FUNDING A RESEARCH FACILITY AND RELATED MATTERS.

IT IS HEREBY RESOLVED by the Governing Board of the Seven County Infrastructure Coalition to approve making application to the Utah Permanent Community Impact Fund Board for a loan, on a suspend and fund basis, in the amount of not to exceed \$600,000 to fund the acquisition and retrofitting of a research facility, and related matters.

Motion to approve by _____, seconded by _____

SEVEN COUNTY INFRASTRUCTURE COALITION VOTING:

Carbon	Board Member	Yea ___ No ___
Daggett	Board Member	Yea ___ No ___
Duchesne	Board Member	Yea ___ No ___
Emery	Board Member	Yea ___ No ___
San Juan	Board Member	Yea ___ No ___
Sevier	Board Member	Yea ___ No ___
Uintah	Board Member	Yea ___ No ___

Co-Chair Phil Lyman

Co-Chair Jae Potter

(COALITION SEAL)

ATTEST:

Eric Johnson

RESOLUTION NO. 2018-09F

SEVEN COUNTY INFRASTRUCTURE COALITION

September 14, 2018

RESOLUTION TO MAKE APPLICATION TO THE UTAH PERMANENT COMMUNITY IMPACT FUND BOARD FOR FUNDING GENERAL FUNDS FOR THE COALITION AND RELATED MATTERS.

IT IS HEREBY RESOLVED by the Governing Board of the Seven County Infrastructure Coalition to approve making application to the Utah Permanent Community Impact Fund Board for a grant in the amount of not to exceed \$3,000,000 to fund studies, operations, administration, and general expenses of the Coalition, similar to the grant from 2014, and related matters.

Motion to approve by _____, seconded by _____

SEVEN COUNTY INFRASTRUCTURE COALITION VOTING:

Carbon	Board Member	Yea ___ No ___
Daggett	Board Member	Yea ___ No ___
Duchesne	Board Member	Yea ___ No ___
Emery	Board Member	Yea ___ No ___
San Juan	Board Member	Yea ___ No ___
Sevier	Board Member	Yea ___ No ___
Uintah	Board Member	Yea ___ No ___

Co-Chair Phil Lyman

Co-Chair Jae Potter

(COALITION SEAL)

ATTEST:

Eric Johnson

CORPORATE

1535 South 100 West
Richfield, UT 84701
435.896.8266

50 South Main, Suite 4
Manti, UT 84642
435.835.4540

1675 South Highway 10
Price, UT 84501
435.637.8266

45 South 200 West (45-13)
Roosevelt, UT 84066
435.722.8267

775 West 1200 North
Suite 200A
Springville, UT 84663
801.692.0219

435 East Tabernacle, Suite 302
St. George, UT 84770
435.986.3622

16 East 300 South
PO Box 577
Monticello, UT 84535
1.800.748.5275

38 West 100 North
Vernal, UT 84078
435.781.1988

COALITION PROGRESS SUMMARY

September 2018 Board Meeting

Date: September 11, 2018

From: Brian Barton, PE; Michael Hawley, PE; Daniel Hawley

Below is a summary of Coalition projects and the exciting progress made over the past month along with focus areas moving forward through August 2018 with each project. Budget estimates are on a month basis.

LELAND BENCH UTILITIES | 1711-271

Work on this project over the next few weeks will include working with Vince Memmott with Uintah Advantage about final demands required by the power, water, and gas utilities. Monthly updates are scheduled with Uintah Advantage to go over technical questions and update design parameters.

Our team is working with Bowen Collins (BCA) to define the water pipeline engineering scope assignments. BCA is a carry-over from work previously completed in the area.

Ongoing discussions with utility providers including Moon Lake Electric, and the Ute Tribe are needed to determine the best options for the power line and who would be provided the power to the area.

The Gas and Water utility projects will be treated as additional phases for this overall project. Concept planning is underway to review scope, schedule, and cost for each utility.

This project will continue to be a primary focus over the next month.

Uinta Basin Rail Line | 1803-227

We have received information from RL Banks regarding their financial feasibility analysis.

Our team is compiling a scope, schedule, and cost breakdown of the tasks included in the \$30M request to CIB. This process was scheduled for September but has been pushed to October to provide additional clarifications and updates on project scope. This process will involve coordination with HDR, Parametrix, Cody Deeter, Kathryn Floyd and others in preparation for meeting with CIB in October.

The project team will be working with Director McKee as we look to bring in other consultants to assist with design, environmental, and revenue generating analysis for the project as laid out in the CIB application.

Project is a priority focus.

EASTERN UTAH REGIONAL CONNECTION | 1606-265

Partnering meetings are ongoing. The project team continues to discuss public outreach efforts and strategies. The project timeline has been delayed a few months based on local needs.

Upcoming Tasks—

- Determine Natural Gas Line Corridor and Alignment
- Update project design criteria for each utility. Coordinate with Uintah Advantage for Demands
- Transmission Power Decision
- Ongoing Discussions with Tribe and other providers.
- Consider withdrawal of CIB application for electrical power.

Estimated Budget <\$7,000

Upcoming Tasks—

- Scope Clarifications with HDR, Kathryn Floyd, Parametrix and Cody Deeter
- Environmental Analysis
- Ongoing funding partner coordination
- **Estimated Budget <\$10,000**

Upcoming Tasks—

- Attend project team meetings
- Strategic Planning
- Estimated Budget <\$1,000**

CATEGORY 8, ONGOING SERVICES | 1612-013

There are various phases associated with the ongoing services project for the Coalition. Below is a summary of the primary phases underway for the past month as well as efforts anticipated over the next few weeks:

➤ **Technical and Board Tools:**

This project consists of several phases and includes work for initial project review through the scoring matrix. We have been working with a group called Decision Lens about a potential way to continually group and analyze projects. This is a tool that UDOT has used and should be a tool that the Coalition can use to prioritize projects and see where additional information or studies may be needed for potential projects. We have been working with them to get a presentation for the Board prepared in the upcoming weeks.

Ongoing website updates are in progress to provide more detailed information to the board and educate the public on projects and Coalition direction.

➤ **Daggett & Uintah Trails Plan:**

Ongoing technical coordination is anticipated with the project delivery team of Civco and Sunrise.

➤ **CIB Coordination:**

We are working to find ways to deliver information to CIB board members to keep them up to speed more efficiently. Project applications will be reviewed, discussed, and presented to the CIB in coming months.

➤ **General Technical and Strategic Support for Executive Director:**

We continue to provide general support for Director McKee for presentations, outreach, funding partner development, technical needs, mapping, etc. Many meetings have been held with key producers, funding agencies, property owners, and other entities to accelerate the success of the Coalition's projects.

Upcoming Tasks—

- Ongoing Coalition Board tools update - \$1,500
- Update information for Decision Lens personnel. - 5,000
- Update website project flow chart for rail and upgrader utilities projects. - \$2,500
- Technical Memo updates for Coalition projects. - \$2,500
- Coordinate conceptual potential revenue assumptions for various Coalition projects with Cody Deeter - \$2,000
- Ongoing general coordination with CIB staff - \$500

Estimated Budget <\$14,000

PETROLEUM PIPELINE | 1610-304

Work related to this project has slowed down. Any new information related to this project can be scheduled for review by project team consisting of Marc Eckels, TMI, Harris Group, and Jones & DeMille Engineering.

This project appears to be getting additional focus and meetings have been scheduled for early September to go over questions about the pipeline.

Upcoming Tasks—

- Discussions with Carbon & Duchesne Counties

Estimated Budget <\$3,500

We appreciate the opportunity to work with the Seven County Infrastructure Coalition as it works to improve economies and infrastructure throughout its boundaries and beyond. Please feel free to contact us with any questions.



SEVEN COUNTY INFRASTRUCTURE COALITION

September 14, 2018

Motion to enter closed/executive session for purposes of personnel and real estate acquisition by Commissioner _____. Seconded by Commissioner _____.

ROLL CALL VOTE

SEVEN COUNTY INFRASTRUCTURE COALITION VOTING:

Carbon	Board Member	Yea ___ No ___
Daggett	Board Member	Yea ___ No ___
Duchesne	Board Member	Yea ___ No ___
Emery	Board Member	Yea ___ No ___
San Juan	Board Member	Yea ___ No ___
Uintah	Board Member	Yea ___ No ___

Motion to re-enter open session by Commissioner _____. Seconded by Commissioner _____.

SEVEN COUNTY INFRASTRUCTURE COALITION VOTING:

Carbon	Board Member	Yea ___ No ___
Daggett	Board Member	Yea ___ No ___
Duchesne	Board Member	Yea ___ No ___
Emery	Board Member	Yea ___ No ___
San Juan	Board Member	Yea ___ No ___
Uintah	Board Member	Yea ___ No ___

Co-Chair Phil Lyman

Co-Chair Jae Potter

COALITION SEAL

ATTEST:

Eric Johnson