Board Members Present: Casey Hopes (Carbon County), Jack Lytle (Daggett County), Greg Miles (Duchesne County), Lynn Sitterud (Emery County), and Brad Horrocks (Uintah County)


Attended telephonically: N/A

Absent: Garth “Tooter” Ogden (Sevier County) and Willie Grayeyes (San Juan County)

1. Welcome / Pledge of Allegiance (Brad Horrocks)

2. Public Comment (Brad Horrocks)

Notice of Requirement For Written Notice Prior to Property Access received from:
David P. Adamson; Danny Allen; David L. Allen; Kelly S. Allen; Reed R. Allen; Troy Anderson; Carolyn Barnhart; Douglass D. Bills; Jean W. Bills; Jeff Braby; Kent Bringham; Margaret Bringham; Jody Burke; Matthew M. Carlson; Susan M. Carlson; Laura Carson; Mike Dennis; Carolyn P. Everett; Darrell Fordham; Rebecca Fordham; Byron S. Fryer; Charis Fryer; Courtney Fryer; Jeannine Harding; Shawn Harding; Denise Hudson; Julie Jensen; Donald Jex; Juley Jex; Rand & Lannette Jolley; Debra Jones; Donald E. Jones; Ralph Keele; Carol Mooseman; Albert Morgan; Danny J. Morgan; June Morgan; Todd J. Ness; Douglas Osborne; Roger & Melissa Peck; David Peterson; Nola J. Phillips; Alan Rogers; Kevin Rogers; Duane Rose; David Shelley; Justin & Michelle Slaughter; John P. Spehler; Monica J. Spehler; Don Stewart; Ryatt Summers; Randall
Thornblad; Mary E. Urbanik; Albert Urbanik; Miles Weaver; Traci Welch; Brent Woffinden.

**Letter** dated May 10, 2019 to Mike McKee from Darrell Fordham, Argyle Wilderness Preservation Alliance, “expressing concerns about Uinta Basin Railway Project, specifically about the Indian Canyon and Wells Draw routes.”

**Petition Opposing Uinta Basin Railway Indian Canyon and Wells Draw Routes** from “Concerned conservationists, landowners, Utah citizens, taxpayers, and individuals”.

**Comments:**

*In general, public comments were as follows:*

The public requested that a route be chosen that least impacts private landowners, especially those with residences. One request was to withdraw the Indian Canyon and Wells Draw routes. It was acknowledged that there would be a public/private partnership and it appeared the railroad was going to happen one way or another, but those representing the landowners did not feel their needs were being seriously considered. If the railroad impacts cows and horses everyone can probably live with that, but please don’t force future generations to have to listen to or see a railroad while enjoying these beautiful areas which have been in some families for generations. There is enough land out there that a route should be possible that meets everyone’s needs. A question was raised about how the debt to build the railroad would be repaid considering the fickle nature of the oil and gas industry. Executive Director McKee was directly asked how the project was going to be paid for. He stated he was unable to answer that at this time but alluded to the fact that the answer might come before the end of the meeting.

*Specific comments were as follows:*

**Kevin Van Tassel,** spoke in favor of the project.

**Darrel Fordham,** informed the group that the Argyle Wilderness Preservation Alliance opposed the rail project.

**Judy Jax,** asked who was going to pay for the rail project? She was told that funding was undecided at this point. She then asked, how much each leg was anticipated to cost? It was stated that the Indian Canyon Route was anticipated to be about $1.2 billion dollars. And, a final question was how were these loans going to be repaid?

**Joe Morgan,** stated that he had a home in Argyle Canyon. He recognized that the train was going to be built. He suggested that if everyone could work together there could be minimal impact, although undoubtedly some would be inconvenienced. He stated that the rail needed to end up at Emma Park. If handled correctly, this could be a win/win situation. But, please let’s stay out of Argyle Canyon and let’s work to avoid the hate.

**Pamela Underwood,** stated that they have owned up there for 42 years. She is against the rail, will personally work to oppose it, and encourage others to do the same.
3. **Approval of March 8, 2019 Meeting Minutes** (Brad Horrocks)

Motion to approve March 8, 2019 meeting minutes by Commissioner Miles, seconded by Commissioner Lytle. Unanimously approved 5-0-2 absent.

4. **Approval of April 12, 2019 Meeting Minutes** (Brad Horrocks)

Motion to approve March 8, 2019 meeting minutes by Commissioner Miles, seconded by Commissioner Lytle. Unanimously approved 5-0-2 absent.

4. **Approval of Board Assignments** (Brad Horrocks)

This has been previously discussed by the board and only a vote is required at this time.

Motion to approve Resolution 2019-05A “Approving Board Rules, Responsibilities, and Assignments” was made by Commissioner Lytle, seconded by Commissioner Sitterud. Unanimously approved 5-0-2 absent.

5. **Executive Directors Report** (Mike McKee)

Executive Director McKee stated that he was very pleased with the board members each taking assignments and sharing in the work on these important projects. He wanted the board to know that since renewing and limiting the scope of the contract with ETJ Law, he has brought on Heather Hoyt to help with the agendas, minutes, and other secretarial type duties. The Coalition has an existing contract with her. The contract allows for her to write grants for the Coalition and perform other duties as requested. The contract does not expire for another year. He also stated that he was very excited about the future Research Center. There is a lot happening. There was a public meeting in Provo, concerning the railroad, the day before and tomorrow he would be meeting with a group from China.

6. **Discussion and consideration of ROW agreement with Crescent Point** (Mike McKee)

The Coalition owns a right-of-way in Uintah County (on Leland Bench) and Crescent Point is requesting a 30-foot right-of-way within the Coalition’s easement for a water line. The Coalition will be paid $1,400 for the right-of-way.

Motion to approve Resolution 2019-05B, “Authorizing Executive Director to Enter into a Right-Of-Way Agreement with Crescent Point, and Related Matters”, was made by Commissioner Lytle, seconded by Commissioner Hopes. Unanimously approved 5-0-2 absent.
7. **Discussion and consideration of a Rail Financial Advisor** (Eric Johnson)
   In response to its Request for Proposals, the Coalition received responses from the Seneca Group and from Project Financial Advisory Limited (PFAL). Both are very experienced at financing rail projects. Both have experience working with government programs and public/private partnerships. A Coalition sub-committee met and interviewed both entities. The sub-committee’s decision was unanimous and PFAL’s proposal was recommended. In the future, PFAL will provide their expertise and financial advice concerning the rail project. If there is a loan that involves the Coalition, they will be the advisors during that process.

Motion to approve Resolution 2019-04D, “Selecting PFAL as Rail Financial Advisor” was made by Commissioner Hopes, seconded by Commissioner Miles. Unanimously approved 5-0-2 absent.

8. **Discussion and consideration of the Research Lab budget and plan** (Lynn Sitterud & Eric Johnson)
   Eric Johnson began the discussion stating that the State of Utah had authorized $1 Million dollars to come to the Coalition to help establish a research laboratory located in Emery County. Emery County has acquired a building for that purpose. Exhibit A to this resolution reflects a two-part budget. The first part is to finance the preparations and licensing’s required for the lab. The second part provides for the purchase of equipment and salaries necessary to staff the lab. It’s hoped that the State may provide additional funding in the future. Also included in the budget is monies to lease the facility and pay utilities. Emery County is considering a grant application to the Community Impact Board (CIB) for retrofitting the building to meet the needs of the lab. The goal is to have this operational within a year, pending certifications and licensing.

Commissioner Sitterud commented that the future lab has already had many visitors. There have been people from the University of Utah (U of U) and Brigham Young University (BYU). Senator Hinkins has visited with people from the State. There is intention to move a Coal Combustion Research Machine from Salt Lake City to the Research Center. The machine was previously owned by the U of U and BYU. There are talks taking place with the Department of Energy (DOE) about the possibility of a Gas Combustion Research Machine. There are already countries from overseas expressing interest in using the Research Center. This could generate revenues in the future. Discussions are also being had about the possibility of Hydrogen and Carbon Fiber research. The Commissioner verified that Emery County is making application to the CIB for funds to rehab the building in order to make it suitable for the Lab. They are currently determining the cost to move adequate power and natural gas to the site. Executive Director McKee ended the discussion by pointing out that the State’s funding would come thru Dr. Laura Nelson’s energy office and from there to the Coalition. He
would like the board to consider, at a future meeting, expanding this to an energy center and not just a research center.

Motion to approve Resolution 2019-04E, “Approving Research Lab Plan for Phase One and Budget, and Related Matters” was made by Commissioner Miles, seconded by Commissioner Lytle. Unanimously approved 5-0-2 absent.

9. **Discussion and consideration of moving board meetings to the second Thursday of each month** (Brad Horrocks)

Chairman, Commissioner Horrocks began this discussion by asking Doug Rasmussen, of Smuin, Rich and Marsing, if the accountants could accommodate the meeting move from Friday to Thursday. Doug stated that vendors would have to get them their invoices a day earlier. The only other challenge, for them, would come in June when the CIB’s year end required them to have all financials submitted by June 30th, but definitely no later than the first week of July. This means that the July meeting would have to be the 1st, 2nd or 3rd. The group settled on the 3rd of July. Commissioner Horrocks stated that the board had previously determined it wanted to have its meetings the week prior to the CIB meeting which meant the June meeting would have to be on the 13th. If this is approved a new meeting schedule will have to be posted on the web site. The proposed schedule would look as follows:

- June 13, 2019 at 1pm in Uintah County
- July 3, 2019 at 10am in Carbon County
- August 8, 2019 at 10am in Carbon County
- September 12, 2019 10am in Carbon County
- October 10, 2019 at 10am in Carbon County
- November 14, 2019 at 10am in Carbon County
- December ’13, 2019 at 10am in Carbon County

Motion to approve Resolution 2019-04G, “Amending the Seven County Infrastructure Coalition Annual Meeting Schedule for 2019” was made by Commissioner Sitterud, seconded by Commissioner Miles. Unanimously approved 5-0-2 absent.

10. **Discussion and consideration of an amended contract with ICF** (Mike McKee)

ICF is a third-party contractor which has been selected by the Surface Transportation Board (STB) to provide Environmental Impact Statements for projects. Whereas, at the recommendation of the Coalition, ICF has been selected by the STB, the Coalition has the obligation to pay for work performed by ICF. The amount of their contract is being amended to $2,840,521 which is still within the Coalition’s proposed budget. Approval of this amended contract would be subject to continued funding by the CIB.
Motion to approve Resolution 2019-05F, "Contract Amendment with ICF as a Third Party Contractor" was made by Commissioner Miles, seconded by Commissioner Hopes. Unanimously approved 5-0-2 absent.

11. **Resolution authorizing an executive team to travel, as needed, for future rail meetings.** (Mike McKee)
Executive Director McKee stated that travel for him had already been approved by the board but there might be times when Coalition members or others might need to also travel to these meetings. The board requested they be notified by email, in advance, each time others would be traveling.

Motion to approve Resolution 2019-05G, "Approving Future Travel by the Executive Director and Executive Team Related to Rail Project" was made by Commissioner Hopes, seconded by Commissioner Lytle. Unanimously approved 5-0-2 absent.

12. **Ratification of Non-Disclosure Agreements.** (Mike McKee)
Where the board had previously authorized the Executive Director to sign time critical Non-disclosure Agreements (NDA’s), the Executive Director was presenting two NDA’s, AMP Utah and Drexel Hamilton, for ratification.

Motion to approve Resolution 2019-05H, "Ratifying Non-Disclosure Agreements with AMP Utah (April 24, 2019) and with Drexel Hamilton (April 16, 2019) RE: Uinta Rail Project" was made by Commissioner Hopes, seconded by Commissioner Lytle. Unanimously approved 5-0-2 absent.

13. **Media Railroad Update** (Tammy Champo and Pam Juliano)
Executive Director McKee began this discussion by stating that despite comments to the contrary there had been a vigorous public process surrounding the rail project and there would continue to be the same in the future. It is the job of the Engineers to propose the potential routes to the Surface Transportation Board, and not the Coalition. The ultimate decision is out of the hands of this board, although it is able to make recommendations.

Tammy Champo stated that they are working on the website to improve it. The website, "Uintabasinrailway.com" is live and people should go and check it out.

Pam Juliano mentioned that they have been doing a lot of public outreach. There was the meeting in Provo the night before and there was previously a meeting in Roosevelt. Both were well attended and they were able to gather a lot of good public feedback. There will be more of these meetings in the coming months.
14. **Finance Director Report and approval of Expenses** (Smuin, Rich & Marsing)

Note during the board discussion the amount of the Smuin, Rich & Marsing invoice was changed from $3,754 to $3,456.75. This changed the total payment approval amount to $1,119,804.28. The attached chart of expenses reflects this change.

Commissioner Miles requested, in the future, to make sure receipts for travel and meals indicated the name of those who the expenses were for.

Commissioner Hopes asked why some receipts had blacked out or redacted information. It was stated that if personal credit cards were used those numbers were blacked out or if the receipt included expenses that were not being submitted for reimbursement these amounts were blacked out.

(remainder of page intentionally left blank. Financials follow on next page.)
## SEVEN COUNTY INFRASTRUCTURE COALITION

### Financials
May 10, 2019

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**Heather Hoyt**

(See attached original copy of expenses)

| Total Payment Approval  | $1,119,804.28 |

Minutes May 10, 2019
Motion to approve April Expenses was made by Commissioner Miles, seconded by Commissioner Sitterud unanimously approved 5-0-2 absent.

SEVEN COUNTY INFRASTRUCTURE COALITION VOTING:

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<th>Member Type</th>
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Motion to approve Financial Statements as of March 31, 2019 report by Commissioner Lytle, seconded by Commissioner Hopes. Unanimously approved 5-0-2 absent.

SEVEN COUNTY INFRASTRUCTURE COALITION VOTING:

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15. **Engineers Report** (Jones & DeMille)

Acknowledging that the rail project seems to be the primary focus, the Engineers offered a look at a couple of other projects. The Leland Bench Utility Project is moving forward. Funding applications are being prepared and ROW discussions are taking place. The Research Center project is moving forward and JDE is assessing the building to make sure it meets the needs of the researchers and of the equipment being brought in. There are a lot of moving pieces on the rail project. Lots of coordination and program management happening. The rail project website is being worked on and modified to make it more user friendly.

16. **Closed (executive) session pursuant to §52-4-205** (Eric Johnson)

(For the purpose of potential real estate acquisition, trade secrets related to procurement, reasonably imminent litigation, and/or personnel competency.)

Motion to enter closed session was made at 11:37 a.m. by Commissioner Lytle, seconded by Commissioner Hopes. Roll call vote and unanimously approved.
5-0-2 absent. All Commissioners in attendance at the meeting, along with Kevin VanTassel, Keith Heaton, Skye Sieber and Cheryl Meier were invited to attend.

SEVEN COUNTY INFRASTRUCTURE COALITION VOTING:

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Motion to re-enter open session was made at 12:44 p.m. by Commissioner Lytle, seconded by Commissioner Miles. Roll call vote and unanimously approved 5-0-2 absent.

17. Discussion and consideration of a Rail Developer (Mike McKee)

Executive Director Mike McKee stated that initially a Request for Qualifications was published seeking a person or firm interested in helping the Coalition with rail development. There were two respondents, Inkwel and Drexel Hamilton. Both entities were interviewed. The successful candidate would have the most experience providing sufficient equity for the project and having the ability to completely finance the project. They would also have experience and be able to leverage with Class I railroads and be able to help the Coalition obtain favorable ratings with the current Administration. It was felt they needed strong relationships with oil producers, providers and off-takers, and they needed to have a demonstrated ability to create large public-private partnerships.

Drexel Hamilton is currently involved in a 2.5-million-dollar crude oil terminal in Louisiana that will be the largest export oil port in the Western Hemisphere. That project also has a rail component. They have also created a public/private partnership with the State of Louisiana and have strong relationships with Union Pacific Railroad and oil producers. After comparison, the board believed that Drexel Hamilton had the exact experience needed to
move this project forward. Inkwell was believed to be a great company but did not have as much experience as Drexel Hamilton.

Commissioner Miles and Horrocks participated in the interviews with the two companies. Commissioner Miles stated that the Drexel Hamilton team had an incredible resume, experience, and relationships with oil carriers. They also had a superior ability to fund this project. Commissioner Horrocks echoed those comments adding that is was evident that they really knew this industry. He was very excited to have a company of this caliber come to the table and want to help the Coalition make this happen.

Executive Director McKee added that HDR, a commercialization team, provided them with a rating and ranking sheet they used during the interviews. At the end, Drexel Hamilton had the most points. So, taking all of this into consideration, it was the team’s recommendation to take the proposal from Drexel Hamilton.

Motion to approve Resolution 2019-05i, “Selecting (Drexel Hamilton) Rail Commercial Developer”, was made by Commissioner Hopes, seconded by Commissioner Lytle. Unanimously approved 5-0-2 absent.

18. Discussion and consideration to release the “Duchesne to Carbon Study” or “Crude Oil Pipeline Study” (Mike McKee)
This consideration has previously been before the board and is ripe for a decision.

Motion to approve Resolution 2019-05j, “Approving the Release of the Crude Oil Pipeline Study and Related Materials Not in the Public Domain”, was made by Commissioner Miles, seconded by Commissioner Hopes. Unanimously approved 5-0-2 absent.

19. Discussion and consideration on approving term sheet on rail with Ute Indian Tribe. (Mike McKee)
Executive Director McKee stated that as the Coalition contemplates the commercialization of the railroad project, he would like the board to consider a term sheet that would be presented to the Ute Indian Tribe. This has been previously discussed.

Motion to approve Resolution 2019-05k, “Non-binding Term Sheet with Ute Indian Tribe of the Uintah and Ouray Reservation on the Uinta Rail Project” was made by Commissioner Lytle, seconded by Commissioner Miles. Unanimously approved 5-0-2 absent.

20. Open Meeting Training (Eric Johnson)
Eric Johnson stated that it is a legal requirement that this training take place annually. The main point for the board is that any time there is a board majority present there has to be advance notice given the public of the gathering and the items to be discussed. That does not
preclude chance meetings of the board members, but should that happen no action can be taken. This is a required training. It is noted that two board members are absent so this recording will be posted on the website and, by law, they are required to listen to this training online. The board should also note that with Executive Sessions there are very specific grounds and reasons for holding these and discussions must not expand beyond those grounds. Executive Director McKee asked if they should cover electronic meetings? Eric Johnson stated that should a board member not be able to attend a meeting in person, he or she may make a request to attend electronically (by phone). With prior notice this can be set-up and a resolution passed at the meeting allowing electronic participation.

Closing Comments:
Chairman Horrocks wanted to thank every board member for the efforts they are making on these projects. The Coalition has taken on a lot of quality projects. It is his impression that Keith Heaton, from the CIB, is pleased with the direction the Coalition is headed. He also thanked Executive Director McKee for all of the hours he puts in to making these projects succeed. We also have a great supportive team and he hears a lot of positive feedback. Everyone deserves a lot of recognition for work on these great projects.

21. Motion to adjourn (Brad Horrocks)

Motion to adjourn by Commissioner Hopes. Adjourned by acclamation.

Moved: Miles

Second: Hopes

Carbon: x
Daggett: x
Duchesne: x
Emery: x
San Juan: x
Sevier: x
Uintah: x

1 1 absent
1

Minutes May 10, 2019
Resolution to Expand San Rafael Research Lab
To San Rafael Energy Research Lab
SEVEN COUNTY INFRASTRUCTURE COALITION  
June 13, 2019

Resolution No. 2019-06A

RESOLUTION TO EXPAND SAN RAFAEL RESEARCH LAB TO SAN RAFAEL ENERGY RESEARCH CENTER TO INCLUDE MOLTEN SALT RESEARCH AND COAL RESEARCH, AND RELATED MATTERS.

WHEREAS, the Coalition has obtained a legislative appropriation from the State of Utah in the amount of $1,000,000 for a molten salt research center; and

WHEREAS, Emery County has obtained a legislative appropriation from the State of Utah in the amount of $250,000 for coal research equipment; and

WHEREAS, previously the Coalition has discussed a research facility for the molten salt research; and

WHEREAS, now it is desirable to clarify that the research facility will be best served by having a broader energy research focus to include research related to coal as well as molten salt research; and

WHEREAS, it is proposed to name and refer to a combined research facility as the San Rafael Energy Research Center:

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

1. The Governing Board hereby approves the advancement and pursuit of an energy research center to include both molten salt related research and coal related research to be known as the San Rafael Energy Research Center.

2. The Coalition Board authorizes the Executive Director to advance and pursue the development of and establishment of the operations of the San Rafael Energy Research Center and related matters.

3. 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.

4. 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 June 13, 2019.

Motion by [Signature] and Seconded by [Signature]

SEVEN COUNTY INFRASTRUCTURE COALITION

VOTING:

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<th>County</th>
<th>Yea</th>
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Co-Chair Brad Horrocks

Co-Chair, Lynn Sitterud

ATTEST:

Eric Johnson, Legal Counsel
Resolution Approving Travel Related to the
San Rafael Research Lab
SEVEN COUNTY INFRASTRUCTURE COALITION
June 13, 2019

Resolution No. 2019-06B

RESOLUTION APPROVING TRAVEL BY THE EXECUTIVE DIRECTOR AND EXECUTIVE TEAM RELATED TO THE SAN RAFAEL RESEARCH CENTER, AND RELATED MATTERS.

WHEREAS, the Coalition has obtained a legislative appropriation from the State of Utah in the amount of $1,000,000 for a molten salt research center; and

WHEREAS, Emery County has obtained a legislative appropriation from the State of Utah in the amount of $250,000 for coal research equipment; and

WHEREAS, the research facilities to be located in Emery County has been named the San Rafael Energy Research Center; and

WHEREAS, Southern Research is a non-profit corporation that owns and operates various research laboratories, including research in advanced nuclear and molten salt technology as well as coal research; and

WHEREAS, Southern Research has agreed to host the Coalition and has invited Coalition representatives to visit their facilities in Birmingham, Alabama to educate the Coalition about establishing and operating research facilities that are self-sustaining; and

WHEREAS, the date of June 20, 2019, has been set for the Coalition to visit Southern Research in Birmingham, Alabama; and

WHEREAS, Southern Research has expressed an interest in potentially contracting with the Coalition to establish and operate the San Rafael Energy Research Center; and

WHEREAS, in addition to the June 20, 2019 meeting, future travel will be desirable related to the establishment and operation of the San Rafael Energy Research Center (such as visits to the Idaho National Laboratories, the Nuclear Energy Institute and Oakridge National Laboratories) for the Executive Director and/or others he designates to travel out of state to meet with regulators, potential customers, and others; and

WHEREAS, the Executive Director desires to inform the Board of the likelihood of such upcoming travel; and

WHEREAS, the Executive Director acknowledges that the timing of such travel may not allow pre-approval for the travel on each occasion:

NOW, THEREFORE, be it resolved by the Governing Board of the Seven County Infrastructure Coalition, Utah as follows:
1. The Governing Board, based on the recommendations of the Executive Director hereby authorizes and approves travel for two representatives of the Coalition to Birmingham, Alabama on June 20, 2019, related to the San Rafael Energy Research Center.

2. The Coalition Board based on the recommendation of the Executive Director also acknowledges the need to travel out of state, from time-to-time related to the San Rafael Energy Research Center and that at times the need and timing may not allow delay until the Board can consider potential travel in an open meeting, and the Board hereby approves future travel by the Executive team as directed by the Executive Director related to the San Rafael Energy Research Center.

3. 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.

4. 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 June 13, 2019.

Motion by Horrocks and Seconded by Miles

SEVEN COUNTY INFRASTRUCTURE COALITION VOTING:

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

Co-Chair Brad Horrocks

Co-Chair, Lynn Sitterud
Resolution Authorizing Ratification of
Savage Non-disclosure Agreement
MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("Agreement"), entered into and effective as of the 14th day of MAY, 2019 ("Effective Date"), is by and between the Seven County Infrastructure Coalition, a Utah political subdivision and Savage Services Corporation, a Utah corporation (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 such transportation (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 transportation solutions for waxy crude oil 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, engineers, 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. SAVAGE 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”). SAVAGE 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 reasonably be expected to result in harm or injury to the competitive interests of SAVAGE and would prevent it from further disclosing information to the Seven County Infrastructure Coalition. SAVAGE 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. 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. Each other Party has entered into other non-disclosure agreements with third parties in similar fields or undertakings and agrees that such prior agreements do not create a conflict.

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

Savage Services Corporation
By: Rob Davidson
Name: Rob Davidson
Title: Vice President

ATTEST:
Eric Johnson

(Coalition SEAL)

SEAL
SEVEN COUNTY INFRASTRUCTURE COALITION
June 13, 2019

Resolution No. 2019-06D

RESOLUTION RATIFYING NON-DISCLOSURE AGREEMENT
WITH SAVAGE SERVICES RE UINTA RAIL PROJECT, AND
RELATED MATTERS.

WHEREAS, the Coalition Board has previously authorized the Executive
Director to execute non-disclosure agreements, provided they are then presented to the
Board for ratification; and

WHEREAS, the Executive Director has executed non-disclosure agreements with
AMP Utah and Drexel Hamilton:

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

1. The Governing Board hereby ratifies and approves the non-disclosure
   agreement executed by the Executive Director since its last meeting with
   Savage Services which is related to the Uinta rail project.

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 June 13, 2019

Motion by _______ and Seconded by ________

SEVEN COUNTY INFRASTRUCTURE COALITION

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Co-Chair Brad Horrocks

Co-Chair Lynn Sitterud

ATTEST:

Eric Johnson, Legal Counsel

(Coalition Seal)
Capitalization Policy
Seven County Infrastructure Coalition
Capitalization Policy

Capital assets are real or personal property acquired for use in operations that are not for resale or investment purposes and have a useful life of greater than one year and have an initial individual cost of $5,000.00 or more. Capital assets can include land, rights-of-way, buildings, improvements, and equipment. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the lives of assets are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of the Coalition is not included as part of the capitalized value of the assets constructed.

Land and rights-of-way are not depreciated. Buildings, improvements, and equipment of the Coalition are depreciated using the straight-line method over the following estimated useful lives:

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<tr>
<td>Building Improvements</td>
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</tr>
<tr>
<td>Improvements Other than Buildings*</td>
<td>10 – 50</td>
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<tr>
<td>Equipment</td>
<td>5 – 20</td>
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*Includes Infrastructure
SEVEN COUNTY INFRASTRUCTURE COALITION
June 13, 2019

Resolution No. 2019-06E

RESOLUTION APPROVING CAPITALIZATION POLICY, AND RELATED MATTERS.

WHEREAS, the accounting firm of Smuin, Rich and Marsing serves as the finance director for Coalition; and

WHEREAS, Smuin, Rich and Marsing has prepared a capitalization policy for the Coalition and recommends approval by the Coalition Board:

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

1. The Governing Board hereby approves the capitalization policy as attached hereto and directs the Executive Director and the Finance Director to implement the same.

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 June 13, 2019

Motion by ___________________ and Seconded by ___________________

SEVEN COUNTY INFRASTRUCTURE COALITION VOTING:

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Co-Chair Brad Horrocks

Co-Chair Lynn Stinefeld

ATTEST: ___________________

Eric Johnson, Legal Counsel

(COALITION SEAL)
SEVEN COUNTY INFRASTRUCTURE COALITION

Closed Session Vote

June 13, 2019

Motion to enter closed/executive session for the purpose of potential real estate acquisition, trade secret related to procurement, and/or personnel competency by Commissioner \underline{Hope}_____., seconded by Commissioner \underline{Sitter}______. Closed session entered at 7:35 a.m. / p.m.

ROLL CALL VOTE

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<td>Board Member</td>
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<td>Sevier</td>
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<td>Uintah</td>
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Motion to re-enter open session by Commissioner \underline{Hope}_____., seconded by Commissioner \underline{Horrock}______. Closed session ended and re-entered open session at 3:15 a.m. / p.m.

<table>
<thead>
<tr>
<th>SEVEN COUNTY INFRASTRUCTURE COALITION</th>
<th>VOTING:</th>
</tr>
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<tbody>
<tr>
<td>Carbon</td>
<td>Board Member</td>
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<tr>
<td>Daggett</td>
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<td>Duchesne</td>
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<td>Emery</td>
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</tbody>
</table>

Co-Chair Brad Horrocks

Co-Chair Lynn Sitterud

ATTEST:

Eric Johnson, Legal Counsel