

RESOLUTION NO. R-11 -2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,  
APPROVING THE FIRST AMENDMENT TO THE QTS EAGLE MOUNTAIN  
DEVELOPMENT AGREEMENT

*PREAMBLE*

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the First Amendment to the QTS Eagle Mountain Development Agreement, as set forth more specifically in Exhibit A; and

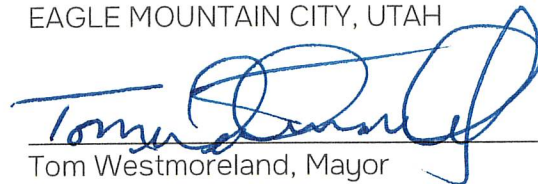
WHEREAS, the City Council finds that all required notices and hearings have been completed as required by law to consider and approve the First Amendment to the QTS Eagle Mountain Development Agreement, as set forth in Exhibit A.

NOW, THEREFORE, be it resolved by the City Council of Eagle Mountain City, Utah:

1. The First Amendment to the QTS Eagle Mountain Development Agreement, attached hereto as Exhibit A, is hereby approved.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 4<sup>th</sup> day of February, 2025.

EAGLE MOUNTAIN CITY, UTAH

  
Tom Westmoreland, Mayor

ATTEST:

  
Gina L. Olsen, CMC  
City Recorder



## CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 4<sup>th</sup> day of February, 2025.

Those voting yes:

☒ Donna Burnham

☒ Melissa Clark

☒ Jared Gray

☒ Rich Wood

☒ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright



  
Gina L. Olsen, CMC  
City Recorder

# Exhibit A

**First Amendment to the Development Agreement**

**between**

**Eagle Mountain City**

**and**

**QTS Eagle Mountain I, LLC**

**February 4, 2025**

## FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT (the “Amendment”) is made and entered into as of February 4, 2025 (the “Effective Date”) by and between Eagle Mountain City, a municipal corporation and political subdivision of the State of Utah (the “City”), and QTS Eagle Mountain 1 LLC, a Delaware limited liability company (the “Company” and with the City, may be referred to herein collectively as “Parties” or individually as a “Party”).

### RECITALS

- A. The Parties entered into a Development Agreement (the “Original Agreement”) on July 18, 2023 to facilitate data center development on the Property.
- B. The Original Agreement specifically contemplates Company’s use of the Property to install equipment used for the transformation, transmission, distribution and management of electricity (including substations) as part of the Project.
- C. The Original Agreement also contemplates that Company will engage in accessory uses reasonably related to data centers as part of the Project.
- D. The Parties wish to clarify and specify what specific types of accessory uses will be permitted on the Property.
- E. The Parties have determined that in order to more effectively implement the Purposes, the Original Agreement should be modified as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

### AGREEMENT

- 1. **Effect of Amendment.** To the extent the terms of this Amendment modify or conflict with any provision of the Original Agreement, the terms and conditions of this Amendment shall control. All other terms of the Original Agreement, including all definitions contained therein, not modified by this Amendment shall remain the same and in full force and effect.
- 2. **Addition of Section 4.11 to the Original Agreement.** Section 4.11 is hereby added to the Original Agreement and shall read as follows:

4.11 Accessory Uses. The Parties recognize that the Project requires that Company be able to engage in certain accessory uses as that term is defined in the Applicable Rules. By recognizing the existence of certain accessory uses and delineating them, the Parties do not intend to limit Company’s ability to engage in other accessory uses. Rather, they seek to clarify that the City recognizes the

Company's ability to engage in these particular uses provided that they meet the definition of an accessory use found in Section 17.10.030 of the Code. The City recognizes Company's ability to engage in the following accessory uses provided that they are clearly incidental to and customarily found in connection with a principal or main use, subordinate in extent, area, or purpose to the principal or main use, located on the same lot as the principal or main use, and contribute to the comfort, convenience, or necessity of the business or industry of the principal or main use:

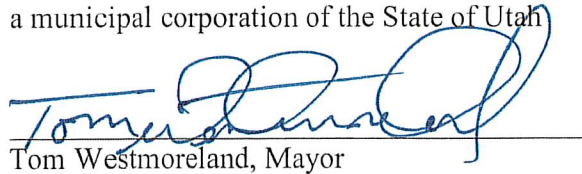
- (a) Natural gas turbines and fuel cell facilities for electric and utility generation, distribution, and transmission;
- (b) Power substation facilities;
- (c) General storage facilities;
- (d) Water and sewer facilities;
- (e) Communication, broadband, fiber optic, and other private utilities;
- (f) Renewable energy generation and transmission, except wind (whether located on or off the Property);
- (g) All public utilities; and
- (h) Other accessory uses as allowed in the Applicable Rules.

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

*[signatures on following page]*

**CITY:**

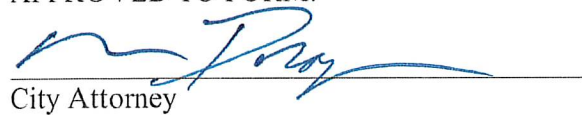
EAGLE MOUNTAIN CITY,  
a municipal corporation of the State of Utah

  
Tom Westmoreland, Mayor

**ATTEST:**

  
City Recorder


**APPROVED TO FORM:**

  
City Attorney



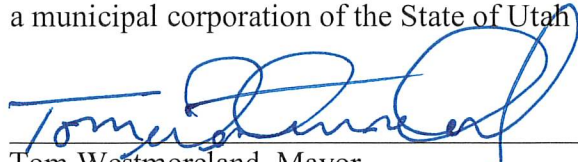
**COMPANY:**

QTS Eagle Mountain I, LLC,  
a limited liability company

Signed by:  
  
By: \_\_\_\_\_  
Name: David Robey  
Title: Chief Operating Officer

**CITY:**

EAGLE MOUNTAIN CITY,  
a municipal corporation of the State of Utah

  
Tom Westmoreland, Mayor

**ATTEST:**

  
City Recorder

**APPROVED TO FORM:**

  
City Attorney



**COMPANY:**

QTS Eagle Mountain I, LLC,  
a limited liability company

By: \_\_\_\_\_  
Name: David Robey  
Title: Chief Operating Officer