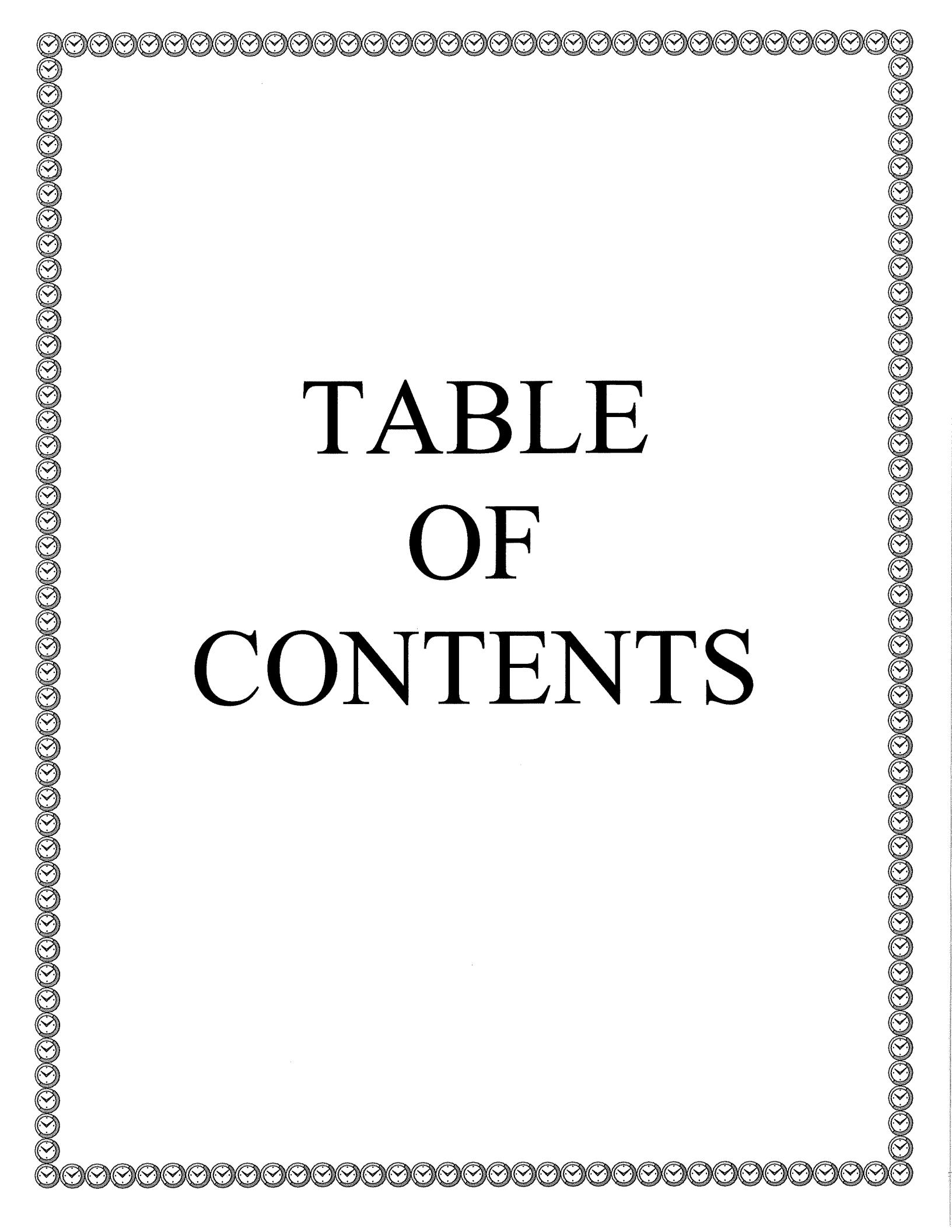
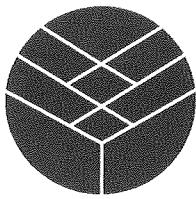


**BOARD  
PACKET  
MAY 21,  
2024**



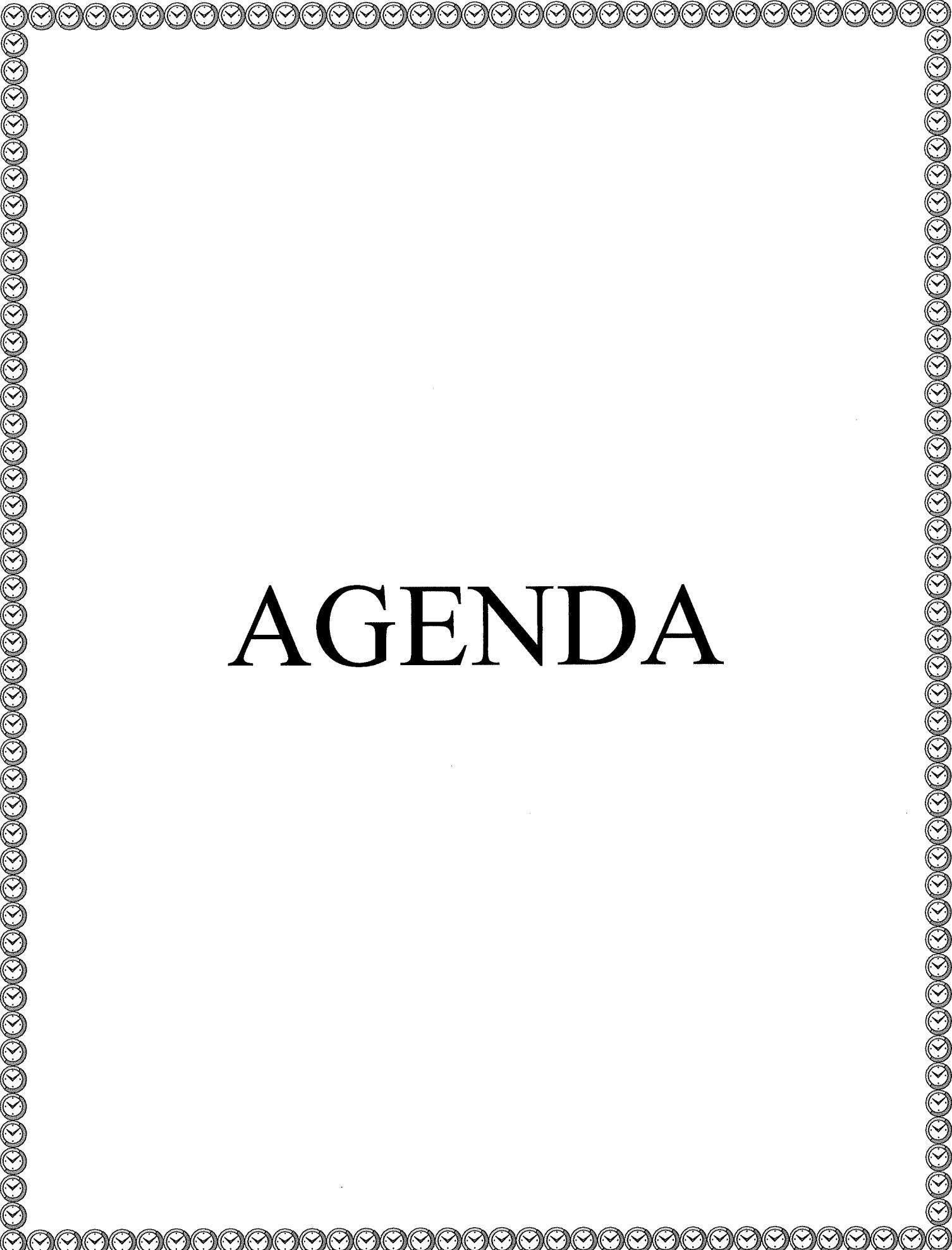
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STANSBURY PARK IMPROVEMENT DISTRICT  
10 Plaza • Stansbury Park, Utah 84074  
435-882-7922 • Fax 435-882-4943

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7. MACU BANK RECONCILIATION-APRIL 2024
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  - B. WELL 5 OPERTAING PERMIT



# AGENDA

## AGENDA-5-21-24

1. CALL TO ORDER
2. ANNUAL CONFLICT OF INTEREST DISCLOSURE AND ETHICAL BEHAVIOR PLEDGE
3. MIKE JENSEN ANNEXATION OF REQUEST APPROVAL FOR PROPERTY ON BATES CANYON ROAD NEXT TO THE ROCKY MOUNTAIN POWER SUB STATION
4. TYLER MANGHAM-ERDA INDUSTRIAL CONCEPTS WATER SERVICE APPROVAL REQUEST AND ANNEXATION OF PROPERTY 5382 N. HWY 36
5. MARCO AND REBECCA ALVERADO-REQUEST APPROVAL PER RESOLUTION 2020-1 ESTABLISHING A POLICY FOR THE UTILITAZATION OF AVAILABLE DISTRICT WATER RIGHT CREDITS FOR ELIGIBLE CONNECTIONS. REQUESTING 0.49 ACRE-FEET FOR PROPERTY AT 4328 GOLDEN GARDENS DRIVE, ERDA
6. SUNSET ACRES ANNEXATION PLAT REVIEW AND POSSIBLE APPROVAL
7. OQUIRRH POINT SEWER REQUEST AND POSSIBLE APPROVAL
8. GRANITE CONSTRUCTION TEMPARARY WATER SERVICE AGREEMENT
9. WASTEWATER DISCHARGE PERMIT SAMPLING STUDY REPORT
10. SR 36 UDOT SUNSET TO STANSBURY PARKWAY WIDENING PROJECT AUTHORIZATION TO MAKE DESIGN ENGINEERING EXPENDITURES TO EXISTING SPID WATER SEWER, AND STORM DRAIN SYSTEMS THAT MAY BE IMPACTED BY THE WIDENING PROJECT
11. AUTHORIZATION TO ALLOW IVORY DEVELOPMENT SAGEWOOD PHASE 13 TO STAR CONSTRUCTION AT THEIR OWN RISK WITH THE UNDERSTANDING THAT SPID WILL NOT SIGN PLAT UNTIL WATER RIGHTS ARE SECURED FOR THE PROJECT
12. PENELOPE ROSE AUTHORIZATION TO TRANSFER 5 ACRE-FEET OF WATER RQUIRED FOR WILDHORSE RANCH PHASES 13-16
13. STATE AUDITOR FRAUD RISK ASSESSMENT SUREY VIEW AND APPROVAL
14. MANAGER'S OPERATION REPORT
15. CONSIDERATION OF AN INTERLOCAL AGREEMENT PROVIDING FOR AND CONFIRMING THE PREVIOUS TRANSFER TO AND ADMINISTRATION BY STANSBURY PARK IMPROVEMENT DISTRICT OF STANSBURY RECREATION SERVICE AREA AND STANSBURY GREENBELT SERVICE AREA WATER RIGHTS
16. ADOPTION OF RESOLUTION 2024-5 AUTHORIZING THE EXECUTION OF THE INTERLOCAL AGREEMNET PROVIDING FOR AND CONFIRMING THE PREVIOUS TRANSFER TO AND ADMINISTRATION BY STANSBURY PARK IMPROVEMENT DISTRICT FOR STANSBURY RECREATION SERVICE AREA AND STANSBURY GREENBELT SERIVCE AREA
17. CONSIDERATION AND ADOPTION OF A GREENBELT SERVICE AREA BANKED WATER RIGHT CREDIT PURCHASE AND BANKING AGREEMENT, AND AUTHORIZING EXECUTION OF THE DOCUMENT
18. APPROVE MEETING MINUTES OF APRIL 2, 2024
19. APPROVE MEETING MINUTES OF APRIL 16, 2024
20. APPROVE FINANCIALS & WARRANTS
21. MOTION FOR ADJORNMENT

ANNUAL  
CONFLICT  
OF  
INTEREST  
DISCLOSURE  
AND  
ETHICAL  
BEHAVIOR



OFFICE OF THE  
STATE AUDITOR

As of October 2018

# Conflict of Interest Disclosure Form

## Annual Conflict of Interest Disclosure Form

The following disclosures are required to be made annually by all officers of Stansbury Park Improvement District pursuant to Utah Code Annotated 17-16a-6, 7, and 8. If additional space is needed, please use a separate sheet of paper. Per statute, the information provided shall be kept on file at the office and may be subject to disclosure to the public.

I, Jacob Clegg am the duly elected/appointed  
Board of Trustee of Stansbury Park Improvement District.

1) I am an officer, director, agent, employee or owner of a substantial interest in the following business entities which are subject to the regulation of Stansbury Park Improvement District, and within such business entities, I hold the following positions:

Business Entity Name:	Position within Business Entity:
<u>Stansbury Park Improvement District</u>	<u>Board of Trustee</u>

Ownership of a substantial interest is defined in U.C.A. 17-16a-3(8) as an interest of 10% or more of the shares of a corporation, or a 10% or more ownership interest in other entities, legally or equitably held or owned by the officer, the officer's spouse, or the officer's children.

\*Note: There is no case law or statutory guidance as to what constitutes a business entity "subject to regulation of the County." A business which is simply issued a business license by the County may or may not be deemed by a court, administrative agency, an auditor, or member of the public to be an entity regulated by the County. Businesses regulated by interlocal agencies of which the County is a member may or may not be deemed to be a business regulated by the County (i.e., a restaurant subject to regulations imposed by an interlocal agency).

A business entity which requires a conditional use permit to operate may more likely be deemed to be a business entity regulated by The District than a business that simply receives a business license from the County.

2) I am an officer, director, agent, employee or owner of a substantial interest in the following business entities which do business with or anticipate doing business with Stansbury Park Improvement District:

Business Entity Name:

Position within Business Entity:

Stansbury Park Improvement District

Board of Trustee

Please note that pursuant to U.C.A. §17-16a-7, an officer must disclose his or her interest or involvement in such an entity immediately prior to any discussion in an open and public meeting pertaining to business that The District may do with any such entity, regardless of whether a disclosure of interest or involvement in the business was made in this document.

3) The following personal interests or investments of mine create a potential or actual conflict between my personal interest and my public duties:

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\*\*\* OPTIONAL DISCLOSURES \*\*\*

4) The following disclosures of other business interests, investments, and other matters are not required to be made by law, but are made with the intent to more fully disclose other interests that may be deemed relevant to the administration of public duties, or in furtherance of my intent to provide a more complete disclosure of my economic or personal activities, or for other reasons:

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DATED THIS 21 DAY OF May 2024

By: Marilyn Mann

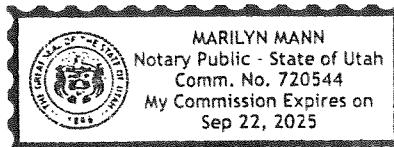
Title/Office: Board Member

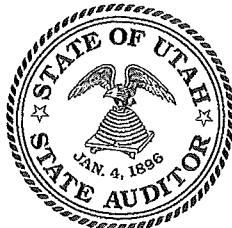
SWORN TO AND SUBSCRIBED BY ME

THIS 21<sup>st</sup> DAY OF May 2024

Marilyn Mann

NOTARY PUBLIC





OFFICE OF THE  
STATE AUDITOR

As of October 2018

# Ethical Behavior Pledge Form

## Annual Ethics Pledge

The following pledge is required to be made annually by all officers and employees of Stansbury Park Improvement District:

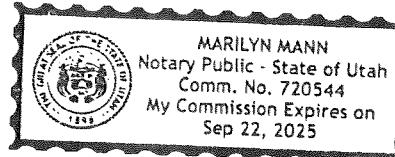
I, Jacob Clegg am the duly elected/appointed  
Trustee of Stansbury Park Improvement District.

I pledge to adhere to the code of ethics as approved by The Board. These topics include, but are not limited to: improper use of official position, accepting gifts or loans, disclosing privileged information, retaining a financial or beneficial interest in a transaction, nepotism, misuse of public resources or property, outside employment, political activity, fair and equal treatment, and conduct after leaving office or employment. Additionally, I pledge to disclose all conflicts of interest on the conflict of interest disclosure form. I understand that state statute and The District ordinance provide for penalties for violation of specific unethical behavior. Signing this document verifies that I have been provided time to read applicable statutes and ordinances, as well as the Stansbury Park Improvement District code of ethics.

DATED THIS 21 DAY OF May 2024  
By: J. M. Clegg  
Title/Office: Board Member

SWORN TO AND SUBSCRIBED BY ME

THIS 21<sup>st</sup> DAY OF May 2024  
Marilyn Mann  
NOTARY PUBLIC





OFFICE OF THE  
STATE AUDITOR

As of October 2018

# Conflict of Interest Disclosure Form

## Annual Conflict of Interest Disclosure Form

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I, Neil Smart am the duly elected/appointed  
Board of Trustee of Stansbury Park Improvement District.

1) I am an officer, director, agent, employee or owner of a substantial interest in the following business entities which are subject to the regulation of Stansbury Park Improvement District, and within such business entities, I hold the following positions:

Business Entity Name:	Position within Business Entity:
<u>Stansbury Park Improvement District</u>	<u>Board of Trustee</u>

Ownership of a substantial interest is defined in U.C.A. 17-16a-3(8) as an interest of 10% or more of the shares of a corporation, or a 10% or more ownership interest in other entities, legally or equitably held or owned by the officer, the officer's spouse, or the officer's children.

\*Note: There is no case law or statutory guidance as to what constitutes a business entity "subject to regulation of the County." A business which is simply issued a business license by the County may or may not be deemed by a court, administrative agency, an auditor, or member of the public to be an entity regulated by the County. Businesses regulated by interlocal agencies of which the County is a member may or may not be deemed to be a business regulated by the County (i.e., a restaurant subject to regulations imposed by an interlocal agency).

A business entity which requires a conditional use permit to operate may more likely be deemed to be a business entity regulated by The District than a business that simply receives a business license from the County.

2) I am an officer, director, agent, employee or owner of a substantial interest in the following business entities which do business with or anticipate doing business with Stansbury Park Improvement District:

Business Entity Name:

Position within Business Entity:

Stansbury Park Improvement District

Board of Trustee

Please note that pursuant to U.C.A. §17-16a-7, an officer must disclose his or her interest or involvement in such an entity immediately prior to any discussion in an open and public meeting pertaining to business that The District may do with any such entity, regardless of whether a disclosure of interest or involvement in the business was made in this document.

3) The following personal interests or investments of mine create a potential or actual conflict between my personal interest and my public duties:

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\*\*\* OPTIONAL DISCLOSURES \*\*\*

4) The following disclosures of other business interests, investments, and other matters are not required to be made by law, but are made with the intent to more fully disclose other interests that may be deemed relevant to the administration of public duties, or in furtherance of my intent to provide a more complete disclosure of my economic or personal activities, or for other reasons:

Employee Benefits Broker

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DATED THIS 21 DAY OF MAY 2024

By: Marilyn Mann

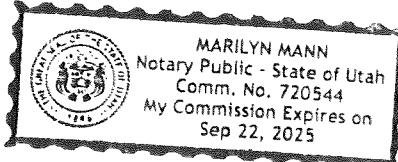
Title/Office: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BY ME

THIS 21<sup>st</sup> DAY OF MAY 2024

Marilyn Mann

NOTARY PUBLIC





OFFICE OF THE  
STATE AUDITOR

As of October 2018

## Ethical Behavior Pledge Form

### Annual Ethics Pledge

The following pledge is required to be made annually by all officers and employees of Stansbury Park Improvement District:

I, Neil Smart am the duly elected/appointed  
Trustee of Stansbury Park Improvement District.

I pledge to adhere to the code of ethics as approved by The Board. These topics include, but are not limited to: improper use of official position, accepting gifts or loans, disclosing privileged information, retaining a financial or beneficial interest in a transaction, nepotism, misuse of public resources or property, outside employment, political activity, fair and equal treatment, and conduct after leaving office or employment. Additionally, I pledge to disclose all conflicts of interest on the conflict of interest disclosure form. I understand that state statute and The District ordinance provide for penalties for violation of specific unethical behavior. Signing this document verifies that I have been provided time to read applicable statutes and ordinances, as well as the Stansbury Park Improvement District code of ethics.

DATED THIS 21 DAY OF MAY 2024

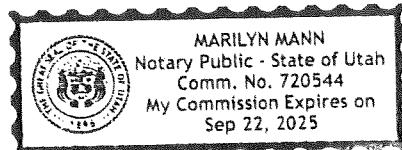
By: Neil Smart

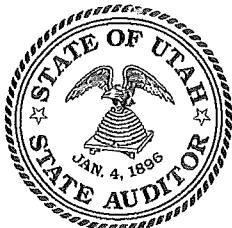
Title/Office: Board member

SWORN TO AND SUBSCRIBED BY ME

THIS 21<sup>st</sup> DAY OF May 2024

Marilyn Mann  
NOTARY PUBLIC





OFFICE OF THE  
**STATE AUDITOR**

As of October 2018

# Conflict of Interest Disclosure Form

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I, Brock Griffith am the duly elected/appointed  
Board of Trustee of Stansbury Park Improvement District.

1) I am an officer, director, agent, employee or owner of a substantial interest in the following business entities which are subject to the regulation of Stansbury Park Improvement District, and within such business entities, I hold the following positions:

Business Entity Name:	Position within Business Entity:
<u>Stansbury Park Improvement District</u>	<u>Board of Trustee</u>

Ownership of a substantial interest is defined in U.C.A. 17-16a-3(8) as an interest of 10% or more of the shares of a corporation, or a 10% or more ownership interest in other entities, legally or equitably held or owned by the officer, the officer's spouse, or the officer's children.

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Stansbury Park Improvement District

Position within Business Entity:

Board of Trustee

Please note that pursuant to U.C.A. §17-16a-7, an officer must disclose his or her interest or involvement in such an entity immediately prior to any discussion in an open and public meeting pertaining to business that The District may do with any such entity, regardless of whether a disclosure of interest or involvement in the business was made in this document.

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\*\*\* OPTIONAL DISCLOSURES \*\*\*

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DATED THIS 19 DAY OF June 2024

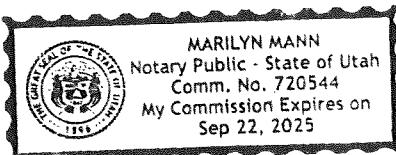
By: Marilyn Mann

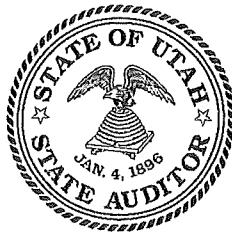
Title/Office: Chair

SWORN TO AND SUBSCRIBED BY ME

THIS 19<sup>th</sup> DAY OF June 2024

NOTARY PUBLIC





OFFICE OF THE  
STATE AUDITOR

As of October 2018

## Ethical Behavior Pledge Form

### Annual Ethics Pledge

The following pledge is required to be made annually by all officers and employees of Stansbury Park Improvement District:

I, Brock Griffith am the duly elected/appointed  
Trustee of Stansbury Park Improvement District.

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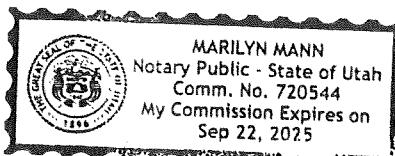
DATED THIS 19 DAY OF June 2024

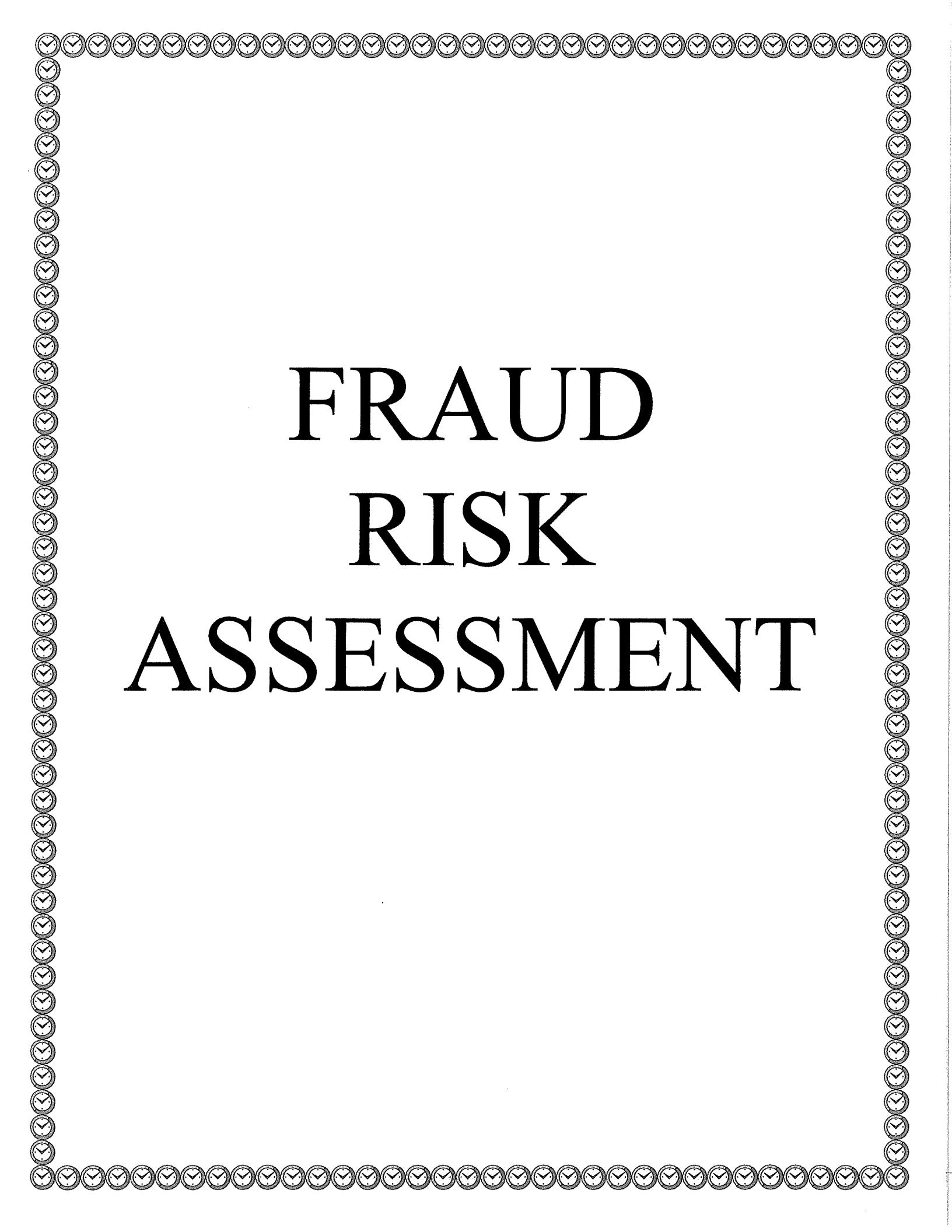
By: Brock Griffith  
Title/Office: Chair

SWORN TO AND SUBSCRIBED BY ME

THIS 19<sup>th</sup> DAY OF June 2024

NOTARY PUBLIC





# **FRAUD RISK ASSESSMENT**



## Fraud Risk Assessment

Refer to the Implementation Guide for more detailed explanations of concepts and criteria. See [resources.auditor.utah.gov/s/article/Fraud-Risk-Assessment-Implementation-Guide](http://resources.auditor.utah.gov/s/article/Fraud-Risk-Assessment-Implementation-Guide)

To complete the assessment, identify or obtain the following: 2024

1. Name of the Board/Council Chair Brock Griffith
2. Name of the Clerk/Finance Officer Marilyn Mann - Clerk
3. Name of the Treasurer Jody Coffin
4. Copies of credit/purchasing card statements, payments and supporting documentation.
5. Copies of bank reconciliations for all bank accounts and related bank statements.
6. Copies of the following policies if they existed during the assessment period:
  - a. Conflict of Interest
  - b. Procurement
  - c. Ethical Behavior
  - d. Reporting fraud and abuse
  - e. Travel
  - f. Credit/Purchasing Cards
  - g. Personal use of entity assets
  - h. IT and computer security
  - i. Cash receipting and deposits
7. Copy of the CPA's license, if there is a CPA who is a member of the staff. Provide the contract for a contract accountant who is a CPA. Do not provide the independent auditor's CPA license. The independent auditor is not management.
8. Copy of the diploma if a member of the staff has a bachelor's degree in accounting (not required if documentation was provided for number 7 above).
9. Copies of the commitment to ethical behavior by the officials/officers of the entity.
10. Copies of the training certificate for the Office of the State Auditor board member training completed during the last 4 years.
11. Documentation (certificates, agendas, etc.) demonstrating that a member of the management team had at least 40 hours of financial training during the last year.
12. Copy of the internal audit plan for the assessment period.
13. Name of the internal auditor and a list of duties. If contractually performed, provide a copy of the contract.
14. Copies of any internal audit reports issued during the assessment period or last year, whichever is longer.
15. Copy of the audit committee charter.
16. A list of audit committee members during the assessment period.
17. Minutes or agendas for audit committee meetings. If meetings are confidential, a list of action items from those meetings will suffice.

# Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	✓			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	✓			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".			✓	
4. Are all the people who have access to blank checks different from those who are authorized signers?	✓			
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	✓			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	✓			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	✓			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	✓			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	✓			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	✓			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			

\* MC = Mitigating Control

# Fraud Risk Assessment

Continued

\*Total Points Earned: 320 /395 \*Risk Level: 

Very Low	Low	Moderate	High	Very High
> 355	316-355	276-315	200-275	< 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	<u>200</u>	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	<u>5</u>	5
b. Procurement?	<u>5</u>	5
c. Ethical behavior?	<u>5</u>	5
d. Reporting fraud and abuse?	<u>5</u>	5
e. Travel?	<u>5</u>	5
f. Credit/Purchasing cards (where applicable)?	<u>5</u>	5
g. Personal use of entity assets?	<u>5</u>	5
h. IT and computer security?	<u>5</u>	5
i. Cash receipting and deposits?	<u>5</u>	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	<u>0</u>	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	<u>0</u>	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	<u>20</u>	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training ( <a href="http://training.auditor.utah.gov">training.auditor.utah.gov</a> ) within four years of term appointment/election date?	<u>20</u>	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	<u>20</u>	20
7. Does the entity have or promote a fraud hotline?	<u>20</u>	20
8. Does the entity have a formal internal audit function?	<u>0</u>	20
9. Does the entity have a formal audit committee?	<u>0</u>	20

\*Entity Name: Stansbury Park Improvement District

\*Completed for Fiscal Year Ending: Dec. 2024 \*Completion Date: May 21, 2024

\*CAO Name: Brett Palmer \*CFO Name: Brock Griffith

\*CAO Signature: Brett Palmer \*CFO Signature: Brock Griffith

\*Required

MARCO  
AND  
REBECCA  
ALVERADO-  
REQUEST  
APPROVAL PER RESOLUTION  
2020-1 ESTABLIGHING A  
POLICY FOR THE  
UTILITAZATION OF  
AVAILABLE DISTRICT  
WATER RIGHT CREDITS  
FOR ELIGIBLE CONNECTIONS  
REQUESTING  
0.49 ACRE-FEET  
FOR PROPERTY AT  
4328 GOLDEN GARDENS  
DRIVE, ERDA

## STATEMENT OF ISSUANCE OF WATER RIGHT CREDITS AND ACNOWLEDGMENT OF PAYMENT

STANSBURY PARK IMPROVEMENT DISTRICT (the "*District*"), hereby certifies and affirms that the following-named owners are hereby issued Available Water Right Credits, as defined below, registered in the official records of the District, as follows:

Owners: Marco + Rebecca Alvarado

Address of Owners' Property: 4328 Golden Gardens Dr.  
Erda, UT 84074

Number of Available Water Credits Issued: 0.49

### BACKGROUND:

A. The Board of Trustees (the "*Board*"), of Stansbury Park Improvement District (the "*District*"), has adopted that certain Resolution No. 2020-1, A Resolution Establishing a Policy for the Utilization of Available District Water Right Credits for Eligible Connections (the "*Available Credits Resolution*"), pursuant to which the District has identified a limited number of water rights owned by the District which may be made available through the issuance of Water Right Credits to Eligible Customers ("*Available Water Credits*"), as identified and defined in the Available Credits Resolution, to facilitate the public purposes of the District as set forth therein.

B. The Owners have made application to the District to connect their property as described above, to the District's WEID pipeline running in front of the Owners' Property along Erda Way, in Erda, Utah, as defined in the Available Credits Resolution, so as to facilitate District water service to the Owners' Property.

C. The Board, by Resolution No. 2020-9A (the "*Authorizing Resolution*"), has found and determined that the Owners are Eligible Customers as defined in the Available Credits Resolution and pursuant thereto has authorized the issuance of Available Water Right Credits to the Owners.

D. The District and the Owners have determined that 0.49 acre-feet of Available Water Right Credits are necessary to be issued in order to adequately serve the property.

E. The District is willing effectuate the issuance to the Owners, and the Owners are willing to purchase, 0.49 acre-feet of Available Water Right Credits (the "*Water Right Credits*"), pursuant to the terms and provisions of the Authorizing Resolution.

### NOW, THEREFORE:

1. **Issuance of Water Credits.** Pursuant to the authority of the Authorizing Resolution, the District hereby issues Water Right Credits to the Owners in an amount equal to 0.49 acre-feet.

2. **Current Purchase Price and Acknowledgment of Payment.** As consideration for the issuance of the Water Right Credits, Owners shall pay an amount equal to Ten Thousand Dollars (\$30,000.00) per acre-foot of Available Water Right Credits for a total purchase price of Fourteen Thousand Seven Hundred Dollars (\$14,700.00) for the Water Right Credits issued hereby. The District hereby acknowledges and confirms that the Owners have paid and that the District has received payment

3. **District Rules and Regulations.** As manifested by their execution below, the Owners hereby acknowledge and agree that: (i) the use of District water pursuant to the Water Right Credits; (ii) the connection of the Owners' Property to the District's water system; and (iii) the availability of water service from the District to the Owners' Property, are expressly made subject to all applicable rules, regulations, policies and requirements of the District.

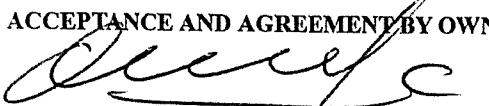
ISSUED this 29 day of April, 2024.

STANSBURY PARK IMPROVEMENT DISTRICT

By:

General Manager, Brett Palmer

ACCEPTANCE AND AGREEMENT BY OWNERS:

  
Name

  
Name

OQUIRRH  
POINT  
SEWER  
REQUEST  
AND  
POSSIBLE  
APPROVAL

**DRAFT – 65 May Jan 24 (BMN)3 April 23 (DBR)**  
In response to DRAFT – 3 April 24 ~~6 March 23 received from Chris Bramhall~~

Recorded at the Request of:  
Stansbury Park Improvement District  
30 Plaza  
Stansbury Park, UT 84074

Above Space For Recorder's Use Only

Subdivision: Oquirrh Point Development

Developer: **OQUIRRH POINT DEVELOPMENT, LLC SHOSHONE VILLAGE, LLC** ~~will serve letter is to Oquirrh Point Develop.—Should be consistent! Do we need to specifically include each development this agreement is referring to and the number of lots pertaining to each phase? See will serve letter~~

**Commented [BN1]:** Blue highlights throughout highlight what appears to be internal comments between reviewers and not provisions of the Agreement.

Add Maps and Figures

- Erda Area Sewer Master Plan
- Pressure Zones 1 and 2 Water Master Plan

## STANSBURY PARK IMPROVEMENT DISTRICT

### MASTER DEVELOPMENT AGREEMENT

THIS MASTER DEVELOPMENT AGREEMENT (“Master Agreement”), is made and entered into effective this \_\_\_\_\_ day of May, 2024 (the “Effective Date”), by and between STANSBURY PARK IMPROVEMENT DISTRICT, a political subdivision of the State of Utah (the “District”), and **OQUIRRH POINT DEVELOPMENT, LLC SHOSHONE VILLAGE, LLC**, a Utah limited liability company (the “Developer”), in connection with that certain real estate development project being developed on land owned by the Developer known as Oquirrh Point (the “Project”), said land being more particularly described in EXHIBIT “A” attached hereto (the “Project Property”). The District and the Developer are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

#### RECITALS

- A. The District is an improvement district, organized and existing under and pursuant to the provisions of Utah Code Ann. § 17B-2a-401 et seq, the Utah Improvement District Act, and all applicable provisions of Utah Code Ann. Title 17B, Chapter 1, Provisions Applicable to All Local Districts (collectively, including subsequent amendments and replacements, the “Statute”), authorized and established for the purpose of providing municipal water and sanitary sewer collection and treatment, services as provided for in the Statute. In furtherance of its authority, the District owns and operates a system of culinary water and sanitary sewer collection lines, transmission lines, and sewer treatment

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lagoons and related equipment and facilities (the “*District System*”), all utilized in providing its services and otherwise for carrying out its purposes as established.

B. Pursuant to U.C.A. Sections 17B-2a-402(1), 17B-1-103(d) and (l), the District is authorized, among other things, to acquire works, facilities and improvements necessary or convenient to the full exercise of the District’s powers, and to operate, control, maintain, and use those works and facilities and improvements, and to enter into contracts that the District’s Board of Trustees (“*Board*”), considers necessary, convenient, or desirable to carry out the District’s purposes.

C. The Developer is leading the charge to organize a new improvement district in Erda, Utah to own and operate a similar system of culinary water and sanitary sewer collection lines, transmission lines, and sewer treatment lagoons and related equipment and facilities to service the Project and other development projects in and around Erda City (the “*MVID*”)

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D. The Developer is proposing to annex the Project into the service area of the District and is desirous of obtaining temporary municipal water and sanitary sewer services from the District for the Project until such time as the MVID is completed.

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D. The District is willing to provide municipal water and sanitary sewer services for the Project in conformance with and subject to the provisions of this Master Agreement, the duly adopted rules, regulations and policies of the District (the “*Rules and Regulations*”), and applicable law.

Commented [BN2]: Please provide Developer with copy of the applicable Rules and Regulations.

E. This Master Agreement serves as a master development agreement containing the general, over all requirements and conditions required for the design, construction and installation of the municipal water and sanitary sewer systems to be developed in connection with the Project. The Parties acknowledge that the Project is to be designed, permitted, platted and constructed in phases, over a long period of time (each a “*Development Phase*” and collectively, the “*Development Phases*”), consistent with market demand and other factors. The design, construction and installation of the various components of the municipal water and sanitary sewer systems required to serve the Project shall, to the extent feasible, be completed in phases that correspond to each Development Phase, subject to the execution of a phase-specific development agreement which will be required in connection with each development phase, consistent with the terms and conditions of this Master Agreement. The terms and conditions of this Master Agreement supplement the Rules and Regulations, and set forth the general procedures, applicable to all development phases, governing the District’s review, approval, inspection and acceptance of said systems as a condition to the District providing retail municipal water and sanitary sewer services to the Project.

#### AGREEMENT

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

**1. AGREEMENT TO PROVIDE MUNICIPAL WATER AND SANITARY SEWER SERVICE; GENERAL CONDITIONS.**

1

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(a) **Agreement to Provide Temporary Service.** In order to provide the immediate certainty the Developer needs up front with respect to its planning for municipal water and temporary sanitary sewer service (collectively “Service”) for the Project, and to facilitate the design and engineering of the municipal water and sanitary sewer system facilities (sometimes referred to herein collectively as the “*System Facilities*”), required for each Development Phase within the Project, and the physical connection of the System Facilities for each Development Phase with the then existing District System, the District hereby agrees to provide Service in connection with each Development Phase within the Project as provided herein. Service shall be provided by the District expressly subject to and in conformance with the authority of the Statute, the terms, covenants, conditions, requirements and procedures set forth herein and in the then current Rules and Regulations, as may be duly amended from time-to-time, and other applicable law.

(1) **Scope of Service.** The District agrees to provide the Service for a term of up to ten (10) years for up to one thousand (1,000) equivalent residential units (“ERUs”), subject to the Developer’s compliance with the MVID Milestone Table contained below:

MVID Milestone Table	
Period	Milestone Description
Commencement	Connection of first ERU within the Project to the District’s System Facilities
Years 1-2	Pump station and pressurized line connected to Basin 7 Line.
Years 5-6	600+- homes within the Project platted and under construction. Once platted, Developer will coordinate with the District to get an additional 400 ERUs connected to the System Facilities.
Years 6-7	Developer will submit MVIP plant design to State of Utah for approval.
Years 7-8	Construction commenced for MVIP.

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(2) **Services Fees.**

(A) **Temporary Treatment Connection Fee.** Developer shall pay to the District a full treatment system Impact Fee at the signing of final plat by the District.

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(B) **Temporary Collection Connection Fee.** Developer may connect to the District’s Basin 7 sewer trunk line at the Sagewood Development. At the time of connection, Developer will pay a Capital Recovery Fee in an amount TBD by the District.

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(C) **Lot Connection Fee.** MVIP will collect a connection fee from the home builder for each Lot at the time of issuance of a building permit by Erda City. MVIP will pay to the District a portion of this fee (TBD).

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(D) **All fees are to be determined during the preparation of the District’s sewer treatment impact fee facilities plan (JFFP) and Impact Fee Analysis (IFA).**

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(3) **Reimbursement of Services Fees.** Upon disconnection by Developer from the System Facilities, (on or before the 10<sup>th</sup> anniversary of the Commencement), the District will reimburse Developer the difference between the Impact Fee and the Capital Recovery Fee. Such payments will be due and payable by the District within thirty (30) days of the given ERU being disconnected from the District's System Facilities.

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(4) **Disconnection.** Developer and/or MVIP may elect to disconnect any portion of the connected 1,000 ERUs at any time once the MVID treatment plant becomes operational.

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(a) –

(b) **General Conditions to Service.** The general conditions applicable to the Project are as follows:

(1) **Reimbursement of All District Costs and Expenses Pertaining to the Project.**

The Developer shall have the obligation to indemnify and reimburse the District (the "Reimbursement Obligation"), for any and all costs and expenses of whatsoever kind or nature, including, without limitation, costs and expenses heretofore incurred, or to be incurred for attorneys, engineers, accountants and other consultants' services, which arise out of, result from, or are in any way connected or related to the preparation of documents, reviews, inspections, approvals and any other proceedings made and/or participated in by the District, and its engineers, attorneys and consultants relating to the Project (collectively, "District Proceedings"), subject to and in conformance with the following:

(A) The District agrees the costs and expenses to be reimbursed shall only be those costs and expenses of the District related District Proceedings in connection with the Project. Timely payment in full by the Developer of any and all amounts due and owing to the District in connection with the Reimbursement Obligation hereunder, shall be an express condition precedent to any obligation on the part of the District to begin and/or continue any District Proceedings related to the Project and its obligation to provide Service to the Project.

(B) Immediately upon the execution hereof, the Developer shall deposit with the District the sum of \$ 10,000 \_\_\_\_\_ as a deposit to be drawn upon in the event of non-payment of the Reimbursement Obligation as required pursuant to this Master Agreement (the "Deposit").

(C) The Developer shall, pursuant to its Reimbursement Obligation, pay in full all amounts due and owing under each invoice submitted by the District within thirty (30) days of the date of the District's invoice. In the event the Developer shall fail to timely pay the amount due under any invoice: (i) the District shall draw against the Deposit in an amount equal to the unpaid invoice; and (ii) this Master Agreement may, at the sole discretion of the District, be terminated; whereupon the District shall have no obligation to continue with any District Proceedings related to the Project and shall have no obligation to provide Services to the Project, subject to the following:

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**In response to DRAFT – 3 April 24/16 March 23 received from Chris Bramhall**

(i) In the event the District terminates this Agreement for non-payment, after the District draws therefrom the amount necessary to cover the unpaid invoice, any amounts remaining on Deposit shall be repaid by the District to the Developer, without interest. In the event the Deposit is insufficient to pay an unpaid invoice, any unpaid amount shall be and remain due and payable by the Developer and interest shall accrue thereon at the rate of 12% per annum until paid in full.

(ii) Notwithstanding an event of non-payment, the District, at its sole discretion, may agree to retain this Master Agreement in effect subject to the Developer's replenishment of the full amount of the Deposit. This Master Agreement must be and remain in place, force and effect pending completion of all Development Phases of Project development.

(2) Reserved. Annexation of the Project Property into the District. The Developer shall be obligated to annex the entirety of the Project Property into the legal boundaries of the District ("Annexation"). The Annexation shall be a condition precedent to Service being provided by the District. The Annexation shall be accomplished in conformance with the applicable annexation policies of the District and the applicable legal requirements of Section 17B-1-401 et seq. Utah Code Ann. (the "Annexation Statute"). The Annexation proceedings shall be initiated by the filing of an Annexation Petition by the Developer in conformance with the requirements of the Annexation Statute, and the Parties will act in good faith in completing the Annexation. All costs and expenses incurred by the District in connection with all proceedings related to the annexation shall be paid by the Developer in conformance with the provisions of Section 1(b)(1) above. Upon completion of all applicable requirements of the Annexation Statute, the District agrees to formally annex the Development Property into the legal boundaries of the District. The Parties agree that the Annexation shall be completed within 90 days of the Effective Date, unless the time for completion of the Annexation is extended upon the mutual written agreement of the Parties.

(3) Reserved. Banking of Water Rights. Water rights sufficient to provide service to the Project shall be banked with the District, subject to and consistent with the provisions of Section 4 herein. [A new right will determine development repayment. If the claim is a water right, it will be a water right credit.]

(4) **Onsite and Offsite System Facilities Upsizing; Reimbursement of Development Costs.**

This development will be subject to certain impact fees according to the impact fee laws, and that the development will necessitate the amending of certain impact fees. Developer pays for changes to the current impact fee facilities plans, or the portions of the impact fee facilities plans that are changed due to the development.

(a) System Facilities the Sole Responsibility of the Developer. The Parties hereby acknowledge and agree that the District will not participate financially, in any way, with the cost of developing, constructing and installing any System Facilities, including offsite and onsite municipal water system facilities and improvements and/or offsite and onsite sanitary sewer system trunk lines, outfall lines or other sewer System Facilities and improvements, determined by the District to be necessary in enabling

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it to provide Service to the Project; with the understanding and agreement that the cost of construction of all System Facilities necessary for all Development Phases of the Project shall be fully financed, constructed and paid solely by the Developer and not the District. The Developer may pursue such financing alternatives as the Developer may choose in financing the cost of the System Facilities including, without limitation, Public Infrastructure District ("PID") financing, at Developer's sole expense. The System Facilities required to be financed and constructed by the Developer for the Project are more particularly described in Section 3 herein.

(b) **Reserved. Offsite and Onsite System Facility Upsize Cost Reimbursement.** In the event any System Facility, whether offsite or onsite, necessary to be constructed by the Developer is required by the District to be sized and located so as to enable municipal water and/or sanitary sewer service by the District to other future development projects on lands serviceable by said System Facility in addition to the Project, the Developer shall be entitled to reimbursement from any future developer of property to be benefit by the System Facility (each, a "Future Developer"), pursuant to and in conformance with the terms, provisions and procedures set forth in District Board Resolution No. 2023 \_\_\_\_\_, a copy of which is attached as EXHIBIT "B" hereto (the "System Facilities Reimbursement Resolution"), and a separate Infrastructure Participation and Reimbursement Agreement and Extension and Reimbursement Agreement to be executed by and between the District and one or more public infrastructure districts organized by Developer for purposes of the Project (collectively, the "OPPHDs") Parties in conformance with the requirements of the System Facilities Reimbursement Resolution. In the event the existing System Facilities Reimbursement Resolution shall be subsequently amended by the District, the Developer, in its discretion, shall have the right, at the Developer's discretion, to be governed by the terms and provisions of the amended resolution, which shall be incorporated into this Master Agreement and supersede and replace the existing System Facilities Reimbursement Resolution.

(5) **Development Applications and Agreements for each Development Phase.** It is acknowledged and agreed that a separate phase-specific development application as required in Section 2(a) (each a "Development Application"), and a phase-specific development agreement (each a "Phase Development Agreement"), shall be required in connection with and as a condition to the development of each Development Phase within the Project and the District's agreement to provide Service to such phase. Each Phase Development Agreement shall govern the construction and installation of the required System Facilities and the District Proceedings applicable to each such Development Phase, all subject to and in conformance with the terms and conditions of this Master Agreement.

## 2. DEVELOPMENT APPLICATION; CONDITIONAL WILL-SERVE LETTER.

(a) **Development Application.** The Developer shall be required to first complete and submit to the District a Master Development Application in the form attached as EXHIBIT "C" hereto. The Master Development Application shall be submitted prior to or in connection with the Preliminary Plan submittal pursuant to Section 4. A separate development application shall be required to be submitted in connection with the development of each Development Phase of the Project as required in Section 1(b)(5) herein.

(b) **Master Will-serve Letter.** Upon District approval of the Master Development Application, the District will submit to the building authority of Erda City City(the "City") a conditional master "will-serve" letter, the form of which is attached as EXHIBIT "D" hereto, stating that the Project is or will be within the service area of the District and that the District is willing to provide municipal

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water, and sanitary sewer services to the Project, subject to and in conformance with the rules and regulations of the District and this Master Agreement. If required by the City, the District will provide a will-serve letter in connection with each development phase of the Project subject to and consistent with the requirements set forth herein and the District Rules and Regulations.

(c) **Compliance with Law.** The Developer shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations pertaining to the Developer's activities relating to the design, construction and installation of the System Facilities (defined below), and any portion thereof, including, without limitation, all City ordinances and the District's rules and regulations. The District shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations pertaining to the District's provision of municipal water and sanitary sewer services to the Project.

(d) **Condition to District Proceedings.** The execution and delivery of this Master Agreement by the Developer shall be an express condition precedent to the District moving forward now and in the future with any District Proceedings related to the Project.

### **3. PROJECT SYSTEM FACILITIES-FACILITIES SERVING THE PROJECT.**

(a) **System Facilities Defined.** The term System Facilities, when used herein, is defined to include both the Offsite System Facilities defined in Section 3(b) below and the Onsite System Facilities defined in Section 3(c) below, as required for the Project.

(b) **Offsite Sewer System Facilities.**

(1) **Defined.** The Offsite Sewer System Facilities required for sanitary sewer service to the Project include the following:

(A) **Sagewood Drive to Erda Way Sewer Trunk Line.** A 15 inch to 18<sup>30</sup> inch sanitary sewer trunk line extending westerly from the westside of the intersection Utah Highway 36 and Erda Way, then northerly to a point of connection with the District's Basin 7 Sewer Trunk Line ("Basin 7 Line") at Sagewood Drive (1200 West) near the entrance to Sagewood Subdivision (the "Sagewood Connection Point"), as currently shown and depicted in the Sewer Report submitted by the District to the Utah Division of Water Quality, Department of Environmental Quality ("DEQ"), dated January 23, 2023 (the "Erda Sagewood Trunk Line"). It is acknowledged that location of said line may be revised by addenda to the Sewer Report as approved by the District and the DEQ.

(B) **Erda Area Sewer Outfall Line.** A 18 inch to 24 inch 30 inch sanitary sewer main outfall line extending from the Sagewood Connection Point northerly and easterly to the District's sewer treatment plant, as shown and depicted in the District's Erda Area Sewer Master Plan (the "Erda Outfall Line").

(2) **Use Terms, Conditions and Requirements.**

(A) **Temporary Use of Basin 7 Line.** So as to facilitate initial service to the Project in advance of construction of the Erda Outfall Line, The Erda Sagewood Trunk Line shall be connected to the Basin 7 Line, on a provisional and temporary basis only, whereby sewer flows will flow

through the Sagewood Erda Trunk Line into the Basin 7 Line for transmission to the District's sewer treatment facility.

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The Parties acknowledge that the Basin Line was planned, designed, constructed and financed by the District to serve existing and new connections within the legal boundaries of the District prior to the annexation of the Project Property, without any contemplation at the time that said line would be utilized for the transmission of sewage from property outside the District boundaries.

Accordingly, the Basin 7 Line is not sized for, and thus can only be utilized in connection with the Project for transmission sewage to the treatment plant, on a temporary basis, as contemplated herein.

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capacity of the Basin 7 Line is established by the District to serve the legal boundaries of the Project Property, to continue only until the first of the below-listed following events shall occur. The design by the Developer and approval by the District and other governing bodies of the Erda Sewer Outfall Sewer Line shall begin when 400 ERUs from the Project are physically connected to the Sagewood Drive to Erda Way Sewer Trunk Line and construction shall begin upon the 500th connection or any of the other triggering events.

(i) the combined sewer flows in the Basin 7 Line originating from connections within the legal boundaries of the District and the Project reaches 85% of the Basin 7 Line capacity, as determined by the District;

(ii) there are 500 equivalent residential units ("ERUs") within the Project Property connected to the Erda Sagewood Trunk Line; or

(iii) January 2030, a period beginning January 2024 6 years passes 2030.

Upon the first occurrence of any of the foregoing events, the Developer, either itself, or in conjunction with one or more Future Developers, as they shall determine, shall immediately commence construction of the Erda Outfall Line and complete the same; whereupon, Project sanitary sewer flows shall be diverted from the Basin 7 Line into the Erda Outfall Line for transmission to the District's treatment plant. As heretofore stated, the District shall not participate in the cost of financing, designing, or constructing the Erda Outfall Line. The Developer shall be entitled to reimbursement from Future Developers who are authorized by the District~~OPPIIDs~~ to use any available capacity in the Erda Sagewood Trunk Line in as provided for in Section 1(b)(4)(b) of this Master Agreement.

**(B) Impact Fees; Impact Fee Refund Credit.** In conformance with the provisions of Section 10 herein, the Developer shall be obligated to pay impact fees levied in connection with the Basin 7 Line, which is an authorized system improvement identified in the District's current impact fee facilities plan. However, at such time as the Developer has completed construction of the Erda Outfall Line and the same has been inspected, approved and dedicated to the District, the Developer shall thereupon be entitled to an immediate full refund of all impact fees previously paid by Developer to the District levied in connection with the Basin 7 Line, appropriate impact fee credits for impact fees which are paid and collected from connections to the Erda Sagewood Line made subsequent to the completion of the Erda Outfall Line. The Developer's right to such credit shall continue until the Developer has been credited the total sum of all prior impact fees paid for connections to the Erda Sagewood Line during the period Project sewer was transmitted through the Basin 7 Line.

**(c) Onsite Water and Sewer System Facilities Defined.** All Onsite municipal water System Facilities and sanitary sewer System Facilities necessary to enable the District to provide Service to the

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Project, as hereinafter described and defined, shall be constructed and installed by the Developer, at Developer's sole cost and expense, as follows:

**(1) Reserved Onsite Municipal Water System Facilities.**

(A) The Project "Onsite Municipal Water System Facilities" shall include all required water storage reservoirs, municipal water wells, municipal water transmission lines extending from the prescribed point of connection with the District's existing municipal water system which are necessary in providing municipal water service to the Project, municipal water main lines within the Project, all water meters and meter boxes, all necessary valves and valve boxes, all required pumps and pump stations, all pressure regulation systems, all municipal water system manholes, and all other pipes, fittings, equipment and facilities necessary to enable the District to provide municipal water service to and including the meter and meter box serving each individual lot within the Project. All facilities associated with Municipal Water System shall be designed and constructed in conformance with the requirements of Section 3(d).

(B) Notwithstanding the provisions of Section 3(C)(1)(A) above, specifically with respect to municipal well and water storage requirements for the Project:

(i) **Construction of Zone 1 and 2 Municipal Water Wells and Water Tank and related Main Transmission Lines.** The Parties acknowledge and agree that the water source capacity and storage capacity in the District's existing municipal water wells and water storage reservoirs within District Zone 0 were not sized and are not sufficient to satisfy the water service requirements of the Project and were never intended by the District at the time of their development to serve real estate projects situated outside of the District's existing legal boundaries. It is thus understood and agreed that it is necessary for new, additional municipal wells and water storage facilities to be drilled and constructed within District Zones 1 & 2 in order to facilitate District Service to the whole Project, and that the District is not in a position to participate financially in the construction of any new municipal water wells and/or water storage tanks and related main water transmission lines, to be situated within Zones 1 & 2 as shown and depicted in the District's [Water Master Plan] ("Zones 1 & 2 Water System Facilities"). Accordingly, the Developer shall be obligated to construct and provide, at its expense, and dedicate to the District, one or more municipal water wells and one or more water storage tanks and related water main transmission lines and facilities as determined by the District, to be situated within the Zones 1 & 2, sufficient to provide water service to all connections within the Project. The Developer may pursue such financing alternatives as the Developer may choose in financing the cost of such water Zones 1 & 2 Water System Facilities, including, without limitation, PID financing, at the sole expense of the Developer.

here this for the well and water tank. It shall also be the sole responsibility before it is drilled and constructed to obtain all required permits and approvals from the District and the appropriate environmental agencies. The Developer shall be responsible for the construction and maintenance of the wells and tanks.

all construction, operation and maintenance of the wells and tanks shall be the sole responsibility of the Developer. The wells and tanks shall be owned and maintained by the District and are subject to approval and acceptance according to the District's standards and requirements. Upon review and acceptance of the temporary fixtures (which is also required by the District's PID application), the District shall accept the wells and tanks.

(ii) **Use Terms, Conditions and Requirements.** Notwithstanding the foregoing, so as to facilitate initial service to the Project in advance of construction of the Zones 1 & 2

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Water System Facilities, the Project shall be connected to the District's Zone 0 water system facilities ("Zone 0 Water System Facilities"), serving the District's Zone 0 as shown and depicted in the District's Water Master Plan, on a provisional and temporary basis only, which may continue until the first of the following events shall occur:

\_\_\_\_\_ (x) there are 500 ERUs receiving water service from the District within the Project Property connected to the District Zone 1 Water System Facilities; or

\_\_\_\_\_ (y) a period of 6 years from the date of the first connection of a residence or other structure within the Project has been connected to the Zone 1 Water System Facilities.

Upon the first occurrence of any of the foregoing events, the Developer, either itself, or in conjunction with one or more Future Developers, as they shall determine, shall immediately commence construction of the Zone 2 Water System Facilities and complete the same; whereupon, the District shall provide municipal water service to the Project using the Zone 2 Water System Facilities. As heretofore stated, the District shall not participate in the cost of financing, designing, or constructing the Zone 2 Water System Facilities. The Developer shall be entitled to reimbursement from Future Developers in as provided for in Section 4(b)(4)(b) of this Master Agreement.

**(iii) Zone 0 Water System Facilities Impact Fees; Refund Impact Fee**

**Credit.** In conformance with the provisions of Section 10 herein, the Developer shall be subject to the payment of Impact Fees levied in connection with the Zone 0 Water Facilities, which are authorized system improvements identified in the District's current impact fee facilities plan. However, at such time as the Developer has completed construction of the Erda Zone 1 & 2 Facilities and the same have been inspected, approved and dedicated to the District, the Developer shall thereupon be entitled to an immediate full refund of all impact fees previously paid by Developer to the District levied in connection with Zone 0 Water Facilities, appropriate impact fee credits for impact fees which are paid and collected from connections to the Zone 0 Water Facilities made subsequent to the completion of the Zone 1 & 2 Water Facilities. The Developer's right to such credit shall continue until the Developer has been credited the total sum of all prior impact fees paid for connections to the Zone 0 Water Facilities during the period Zone 0 Water Facilities were being utilized in connection with Service to the Project.

~~\_\_\_\_\_ (a) Developer impact fees will be waived for the first 500 connections to the Zone 0 Water Facilities. After 500 connections, the District will issue credits for impact fees paid by the Developer to the District for connections to the Zone 0 Water Facilities made subsequent to the completion of the Zone 1 & 2 Water Facilities. The Developer's right to such credit shall continue until the Developer has been credited the total sum of all prior impact fees paid for connections to the Zone 0 Water Facilities during the period Zone 0 Water Facilities were being utilized in connection with Service to the Project.~~

**(2) Onsite Sanitary Sewer System Facilities.** The Project "Sanitary Sewer System Facilities" shall include all sewer transmission lines extending from the prescribed point of connection with the Erda Sagewood Trunk Line which are necessary in providing sanitary sewer service to the Project, all internal sewer main lines within the Project, all sewer valves and valve boxes, all sewer pumps and pump stations, all pressure regulation systems, all sewer system manholes, and all other pipes, fittings, equipment and facilities necessary to enable the District to provide sanitary sewer collection and treatment services to each individual lot to be served within the Project. All facilities associated with the Sanitary Sewer System shall be designed and constructed in conformance with the requirements of Section 3(d).

**(d) System Facilities Extensions.** In order to maintain the contiguity of the District's municipal water, sanitary sewer and storm drainage collection systems as property develops within the

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District, each of the System Facilities within the Project Property shall be constructed and installed by the Developer within either dedicated public streets or existing utility easements and/or within new utility easements granted by the Developer to the District as provided in Section 2(d)(3) below, in either case so as to extend to the outer boundaries of the Project Property, as directed by the District.

System Facilities

(e) **Design of System Facilities.** The System Facilities shall be designed in strict conformance with the requirements of this Master Agreement and with the Design Standards and Specifications attached as EXHIBIT "E" hereto. The System Facilities shall all be designed by Developer at its sole cost and expense, consistent with the Design Standards and Specifications, except to the degree modified by the District as reflected in the Final Plan (defined below) approved by the District pursuant to Section 6 herein. Developer hereby acknowledges that it has had the opportunity to read and has read and is fully familiar with and understands the Design and Construction Standards and Specifications, and is familiar with all applicable policies and procedures of the District.

(f) **Representation of Ownership of Project Property; Dedication and Easements.** The Developer represents that:

Commented [BN3]: Discuss with Joe.

(1) Developer is the owner of the property upon which the Project is being developed and for which services are being requested of the District.

(2) The System Facilities required for the Project shall be installed in streets dedicated or to be dedicated as public streets and/or within public easements and rights-of-way which have been granted or shall be granted to the District in conformance with the requirements of Subsection (3) below, prior to construction of the System Facilities.

(3) If System Facilities are to be constructed and installed outside of a public street or existing dedicated public utility easement, the Developer, at no cost to the District, shall obtain and grant to the District such perpetual public utility easements and rights-of-way as shall be necessary for the District to own, manage, operate, maintain, repair and replace the System Facilities to be situated within said easements. In order to facilitate the District's long-term maintenance and repair of those portions of the System Facilities which are to be constructed and installed within new public utility easements, the Developer agrees as follows:

(A) The location and width of any new public utility easement to be granted to the District for the System Facilities shall be as specified by the District; except that if any such easement is to be situated between two permanent structures, such easement shall be a minimum of thirty feet (30') in width; and the Developer shall require, in the form of a restrictive covenant in the deed to the adjoining lots, or by other legal means, that the area of at least thirty (30) feet in width within the easement between the two structures be left open without fencing or other encumbrance, and that no trees or other vegetation with a root zone deeper than three (3) feet be allowed to be planted within the area of said easement.

(B) The form and substance of all such grants of easement shall be reviewed and accepted by the District prior to recordation by the Developer. All costs incurred by the District in connection with its review of the required easements shall be reimbursed by the Developer to the District pursuant to the requirements of Section 5 herein. All easements shall be recorded by the Developer at its

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sole expense<sup>1</sup> prior to transfer of the System Facilities to the District as provided in Section 11 herein. The recorded final plat shall bear the entry, book and page number of all easements required by the District in connection with the Project. An exhibit map depicting the location of the easement as legally described in the easement shall be attached as “Exhibit A” to each easement document.

**4. RESERVED WATER RIGHTS**

(a) In the event the Developer has not heretofore banked water rights with the District, the Developer must provide to the District water rights sufficient to satisfy the District’s water service requirements for the entirety of the Project, which water rights must be approved by the District, in its sole discretion, and be transferred to the District in conformance with the following:

(1) The water rights proposed to be transferred to the District (the “Water Rights”), shall first be presented to the District for its preliminary approval. If the proposed Water Rights are preliminarily approved by the District, the Developer shall be required to file with the Division of Water Rights an Application for Permanent Change of Water (“Change Application”), as necessary, in order to obtain the legal authorization required to enable the District to use water under the Water Rights in providing water service to the Project, subject to the following:

(A) The Change Application shall identify the District as an “Interested Party” on the Change Application.

(B) The Change Application shall, as directed by the District: (i) be filed for such quantity of water as shall be required to satisfy the legal and administrative requirements of the District in providing water service to the Project, as determined by the District in Subsection 3(a)(1)(C) below; (ii) identify the hereafter nature, period and place of use of the water as year-round municipal use within the service area of the District; and (iii) describe as the “hereafter” points of diversion, the points of diversion of such existing District well points, and possible future well points, if any, as the District shall reasonably determine.

(C) A Water Rights Worksheet, the form of which is attached as EXHIBIT “F” hereto, and shall be prepared by the District for the purpose of ascertaining the quantity of water rights to be included in the Change Application and to ultimately be dedicated and conveyed to the District to satisfy the water service requirements of the Project. The dedication requirement has been derived and quantified by the District based upon numerous reports, studies, evaluations, measurements and other data collected and analyzed by the District and its consulting engineer, and is calculated in accordance with the following:

(i) Single Family Residential Development Water Right Requirements (including Indoor and Outdoor Use). The water right requirements for all single family residential developments shall be evaluated and calculated follow the District’s exaction plan or be negotiated on a case-by-case basis, as follows:

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<sup>1</sup> Notwithstanding this or any similar provision in this Master Agreement, any and all documents required by this Master Agreement to be recorded shall be recorded by the District if the District is able to do so without charge.  
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Lot Size (sq. ft.)	Existing Indoor Water Demand (Ac-Ft) to Remain	Revised Outdoor Water Demand (Ac-Ft per Developed Acre)
4,000-4,999	0.32	1.55
5,000-7,499		1.69
7,500-9,999		1.86
10,000-15,000		1.89
15,001-22,000		1.64
22,001-30,000		1.33
30,001-43,560		0.96

\* Reduced by 29.5%, per 2019 adopted Water Rights Policy.

\*\* Irrigable areas of all lots, regardless of size, are capped at 0.34 acres, or 1.36 acre-feet for authorized outdoor irrigation.

**(ii) High Density Residential and Non-Residential Development Water Right Requirements (including Indoor and Outdoor Use).**

**INDOOR WATER USE REQUIREMENTS.** The indoor water right requirements for all high density residential and non-residential developments will be evaluated and evaluated on a case-by-case basis. The Developer will submit to the District data containing actual water meter readings for facilities of similar use and size documented over a minimum period of two (2) full years. The District will evaluate the data to establish a reliable indoor demand for the Developer's Project. If water data is not available, or if the data submitted is insufficient, or otherwise unsatisfactory to the District, as determined by it in its sole discretion, the District will compute the amount of water rights to be dedicated to satisfy the indoor water use demands of the Project based upon the measured indoor use data evaluated and set forth in the District's 2019 Water Rights Policy, dated November 19, 2019, and any adopted addenda.

**OUTDOOR WATER USE REQUIREMENTS.** With respect to the outdoor water right requirements for all high density residential and non-residential developments, the Developer will submit to the District, a detailed landscape plan prepared by a qualified engineer or landscape architect, and/or a subdivision plat prepared by a qualified engineer which describes the acreage reasonably anticipated to be irrigable within the Project. The District will compute the amount of water rights to be dedicated to satisfy the irrigation use demands of the Project based upon said plan or plat calculated at the rate of 4.0 Ac-Ft per irrigable acre.

(2) The acceptability of the Water Rights proposed by the Developer to be dedicated and conveyed to the District shall be reviewed internally by the District in consultation with its consulting engineer and attorney. The Developer shall cooperate with the District in the review of the Water Rights so as to satisfy the Water Right dedication requirements of the District.

(b) Upon issuance of the State Engineer's order approving the Change Application, the Developer shall immediately submit a copy of the order to the District. The District shall have the right to

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review and approve the terms of the order as a condition to the District's final approval and acceptance of the Water Rights. A final, non-appealable order issued by the State Engineer approving the Change Application on the Water Rights, the terms and conditions of which are accepted by the District in its sole discretion, shall be required as a condition to the District's final approval and acceptance of the Water Rights. The Water Rights must be approved and accepted by the District prior to final plan approval by the District.

\_\_\_\_\_ (e) Upon approval of the Water Rights by the District, the Developer, at its sole expense, shall be required to obtain a policy of water rights title insurance on the Water Rights, extended to include forfeiture coverage, naming the District as the insured in said policy.

\_\_\_\_\_ (d) Subsequent to review and approval of the Water Rights by the District and the issuance of the water rights title policy, the Developer shall transfer the Water Rights to the District, without cost, and by appropriate instruments of conveyance in form and substance first approved by the District's attorney, free and clear of all liens and encumbrances, except as may be expressly approved and accepted by the District in writing. The Water Rights shall be transferred concurrently with the Final Plan submittal pursuant to Section 6 herein.

\_\_\_\_\_ (e) The Developer, at its sole cost and expense, shall have the sole responsibility to prepare and file the Report of Water Rights Conveyance and any other document required to be filed to properly document the transfer of the Water Right to the District in the files of the Division of Water Rights, and to immediately record the Water Right conveyance document with the Recorder of Tooele City, Utah and file a copy the recorded conveyance document with the Division of Water Rights.

\_\_\_\_\_ (f) Upon transfer of title to the District, the water rights shall then be commingled and become a part of the total water rights of the District, and the water available for use thereunder shall become a part of the total water supply of the District, through which all of its customers, including the Project, will be served on an equal priority basis.

\_\_\_\_\_ (g) The Developer hereby: (i) recognizes the legal authority of the District to impose a water right exaction for the Project; (ii) acknowledges that there is a legitimate District interest in requiring the exaction of water rights to enable the District to provide water service to the Project; (iii) acknowledges that Developer has reviewed with the District and understands the basis and methodology in quantifying the Water Rights required to be dedicated pursuant to the District's exaction requirement as set forth in the Water Rights Worksheet; (iv) acknowledges and agrees that the exaction of Water Rights imposed hereunder is roughly proportional, both in nature and extent, to the impact of the water service requirements of the Development upon the District; (v) knowingly accepts and agrees to be bound by the quantification of the Water Rights to be dedicated as set forth herein; and (vi) affirmatively waives any right to challenge or seek other recourse as to the validity, proportionality and fairness of the quantification of the Water Rights required to be dedicated hereunder.

\_\_\_\_\_ (h) Upon the Developer's conveyance to the District of the Water Rights, the District shall issue to the Developer "water right credits" pursuant to a water banking or similar agreement, reasonably acceptable to the Parties. Credits issued to the Developer shall be used by the Developer and relinquished to the District as connections are approved within the Project. In the event the Developer for any reason does not use all the banked water right credits in connection with the Project, such unused banked water right credits may be (i) used by the Developer for another project approved by the District, or (ii) assigned

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by the Developer to another developer for use in some other project approved by the District. In the alternative, the District agrees, at the reasonable request of the Developer, to reconvey to the Developer such portion of the Water Rights as shall be allocable to any unused banked water right credits.

**5. PRELIMINARY PLAN**

**Commented [BN4]:** Discuss with Joe

(a) Concurrently with or immediately after the submittal of the Development Application for each phase, as described in Section 1(a) herein, the Developer shall submit to the District, for its review and approval, all construction drawings, plans and profiles for the System Facilities to be developed in connection with each such phase (the “*Preliminary Plan*”), in conformance with the Submittal Requirements for the Final Plan Review, attached as EXHIBIT “G” hereto.

(b) The Preliminary Plan for each phase shall be reviewed internally by the District and in consultation with its consulting engineer and attorney. The Developer shall cooperate with the District in the review of each Preliminary Plan and in revising and conforming it to satisfy the requirements of the District.

**6. REVIEW AND INSPECTION FEE**

**Commented [BNS]:** Discuss with Joe

(a) Developer shall pay to the District a Water Rights and Plan Review and Inspection Fee in connection with each Development Phase, calculated on a per lot basis for the number of lots to be developed in such phase (the “*Review and Inspection Fee*”), in addition to the Deposit provided for in Section 1(b)(1) for the Project, in conformance with the following:

(1) The Review and Inspection Fee required to be paid hereunder is to cover the direct, out of pocket costs and expenses (excluding overhead) incurred by the District in reviewing any required grants of easement, the Water Rights, the Preliminary Plan and to cover the necessary inspections of the System Facilities provided for herein, including, without limitation, District administrative costs, internal personnel review costs, and consulting engineering and attorney’s fees, costs and charges, two televised video tapings of the sanitary sewer lines, and other costs and expenses incurred and to be incurred by the District with regard to the purposes for which the fee is paid. The District may only allocate costs and expenses to the Developer that relate directly to the Developer’s Project.

(2) The Developer shall pay a Review and Inspection Fee Deposit (the “*Inspection Deposit*”), at the time of submittal of the Preliminary Plan. The amount of the Inspection Deposit to be paid for each Development Phase shall be set forth in the Development Agreement for such phase. We need to add back in our plan review and inspection fee deposit fee schedule.

(b) In the event the actual costs incurred by the District for plan review and inspections exceed the amount of the Inspection Deposit, the District will bill the Developer for the difference, which shall be due and payable within thirty (30) days from the date of billing. In the event the actual costs incurred by the District for plan review and inspections are less than the amount of the Inspection Deposit, the District shall return the unused amount held in the Inspection Deposit to the Developer.

(c) Upon the written request of the Developer, the District will provide an itemized accounting, consistent with and demonstrating compliance with, subsection (1) above, of all expenses incurred by the District, District draws upon the Deposit, and all costs incurred exceeding the Deposit.

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(d) The District shall provide the Developer with its current fee schedule, if any, and any changes thereto, as such changes are adopted.

**7. FINAL PLAN**

**Commented [BN6]:** Discuss with Joe.

(a) The Developer shall prepare and submit to the District a final set of construction drawings, plans and profiles for each Development Phase (the “*Final Plan*”), in conformance with the following:

(1) The Final Plan shall comply with the Design and Construction Standards and Specifications and incorporate all changes and requirements mandated by the District pursuant to the Preliminary Plan review and approval process, as set forth in Exhibit 1.

(2) The Final Plan submittal shall be reviewed internally by the District and in consultation with its consulting engineer and attorney. The Developer shall cooperate with the District in revising and conforming the Final Plan to the requirements of the District and its engineer.

(3) The Final Plan must be approved and executed by the District and designated City officials prior to holding the pre-construction meeting required to be held pursuant to Section 7(a) herein. In no event shall any construction or installation of the System Facilities be commenced by the Developer or its contractors without the Final Plan being approved and executed by the District.

(b) The District shall deliver the Final Plan to the Utah Division of Drinking Water for its review and approval. Upon compliance with all Division of Drinking Water regulations, the Division of Drinking Water shall issue an operating permit to the District, which permit must be issued prior and as a condition to the District providing water and sanitary sewer service to the Project as provided in Section 11(b).

(c) A copy of the fully executed Final Plan must be filed with the District and the ~~Erda~~Tooele City Building Department by the Developer after receiving Final Plan approval from the District.

**8. CONSTRUCTION OF PROJECT SYSTEM FACILITIES**

**Commented [BN7]:** Discuss with Joe.

(a) Pre-construction Meeting. After receiving approval by the District of the Final Plan and prior to the commencement of construction of the System Facilities for each Development Phase, the Developer and its contractors shall be required to attend a pre-construction meeting, as scheduled by the District, to be attended by the Developer and its contractors, District personnel and its consulting engineers, building officials of Erda City, and others as determined by the District or the Developer, for the purpose of reviewing the terms and provisions of this Master Agreement and the applicable provisions of the District’s rules and regulations, coordinating the construction and responding to questions. The Developer shall deliver to the District a CD containing the CAD file for the Project at the pre-construction meeting.

(b) Governmental Agency Permits. Prior to commencement of construction of any System Facilities, the Developer shall, at its sole cost and expense, secure, or cause to be secured, any and all approvals and permits which may be required by any other governmental agency having jurisdiction over the work.

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(c) Insurance. During the period beginning with commencement of any construction work related to the System Facilities in connection with each Development Phase and ending on the date that is the end of the warranty period pertaining to such Development Phase, the Developer shall furnish, or cause to be furnished, to the District satisfactory certificates of insurance from reputable insurance companies evidencing death, bodily injury and property damage insurance policies in the amount of Two Million Dollars (\$2,000,000) single limit, naming the District as an additional insured. Certificates of insurance shall be submitted to the District at the pre-construction meeting referenced in Section 7(a). The Developer shall require that all contractors performing work in connection with the System Facilities shall maintain adequate workman's compensation insurance and public liability coverage. The Developer shall not commence any work in connection with the construction and installation of the System Facilities until the required certificates of insurance have been submitted to the District.

(d) Notice to Proceed with Construction. For each Development Phase, at such time as: (i) Developer has paid the Review and Inspection Fee Deposit required in Section 5(a) herein; (ii) Developer has paid all required impact fees as required in Section 8 herein; (iii) District has approved and executed the Final Plan as required in Section 6(a) herein; (iv) Developer has delivered the CD containing the CAD file for the Project as required in Section 7(a); (v) Developer has obtained all required governmental agency approvals and permits as required in Section 7(b) herein; (vi) Developer has delivered the certificates of insurance as required in Section 7(c) herein; and (vii) Developer has posted the Improvement Assurance required pursuant to Section 12(b) herein, the District shall issue a "Notice to Proceed with Construction," in the form attached as EXHIBIT "H" hereto.

(e) Construction.

(1) The Developer shall be required to furnish all materials and equipment as shall be necessary for the construction and installation of all System Facilities.

(2) All System Facilities shall be constructed and installed by the Developer, at Developer's sole cost and expense, in accordance with the Final Plan.

(3) The Developer agrees that all work performed in connection with the construction and installation of all System Facilities shall be of the highest quality and be performed in a safe, workmanlike manner.

(4) District officials and its engineers shall have the reasonable right of access to the Project and any portion thereof during the period of construction and during the Warranty Period addressed in Section 12(a) herein, to inspect and observe all System Facilities and any work thereon, and for all other purposes necessarily incident to this Master Agreement

(5) District representatives will comply with the Developer's standard safety rules while on the Project site.

(6) Developer may utilize its own contractors, selected in such manner as shall be determined by Developer in its sole discretion, without regard to public procurement laws, rules, regulations or procedures.

(f) Periodic Inspection, Testing and Approvals.  
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(1) The District and its engineers shall perform periodic inspections and testing of all System Facilities while the same are being installed by the Developer or its contractors. Inspections by the District of completed work shall be performed by the District promptly upon notification by the Developer, so as not to delay the progress of construction.

(2) No work on System Facilities requiring any excavation shall be covered over unless and until the same has been inspected and approved by the District's representatives or other governmental entities having jurisdiction over the particular System Facilities involved. If any excavation is backfilled prior to inspection, the Developer, upon request from the District, shall be obligated to re-open the trench for inspection and the same shall not be re-covered until the appropriate inspections have been performed and all required approvals have been received.

(3) The District shall conduct such tests as it shall deem necessary, and all tests specified by the District's engineer to be performed shall be at the Developer's sole cost and expense in conformance with the provisions of Section 5(a) herein.

(4) The Developer shall promptly repair and/or replace any work and /or materials found by the District during the course of its inspections to be defective or which is otherwise not in conformity with the Final Plan approved by the District, all at Developer's sole cost and expense.

(5) The Developer shall promptly correct and/or redo any work that fails to conform to the Final Plan, and shall remedy any defects due to faulty materials, equipment, or workmanship, as required by the District, at Developer's sole cost and expense.

(g) Maintenance and Up-keep During Construction. During construction of the System Facilities, Developer shall keep, or shall cause its representatives, agents and contractors, to keep the Project and all affected public streets free and clear from any unreasonable accumulation of debris, waste materials, and any nuisances arising from the construction of the System Facilities, and shall maintain construction debris and implement reasonable dust control measures so as to minimize scattering via wind and water.

(h) Completion of Construction; Final Construction Approval.

(1) After completion of construction of the System Facilities, or any portion thereof as determined by the District, the District shall perform an inspection (the "*Final Completion Inspection*"). The Developer shall cooperate with the District in completing any punch-listed items identified during the Final Completion Inspection as a condition to the District's approval thereof. All City approvals shall be obtained as a condition precedent to District approval.

(2) The actual interconnection of the System Facilities with the District's main water, sanitary sewer and storm drainage mainlines and outfall lines shall be done by the Developer under the direct supervision of the District,

(3) At such time as the Developer has fully completed and the District has finally approved the punch-listed items identified in the Final Completion Inspection, and all System Facilities have been interconnected to the District's main water, sanitary sewer and storm drainage mainlines and

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outfall lines, the District shall issue its final approval on all construction (“*Notice of Final Construction Approval To Begin Warranty Period*”), in the form attached as EXHIBIT “I” hereto.

(4) The Improvement Assurance Warranty Period set forth in Section 11(a) herein shall commence to run upon the issuance by the District of the Notice of Final Construction Approval.

(5) Subsequent to the issuance of the Notice of Final Construction Approval, the District shall prepare or cause to be prepared, or the District, at its sole discretion, may cause the Developer to prepare or cause to be prepared, a minimum of three sets of final “as-built” drawings for all System Facilities. If the as-builts are prepared by the District, the Developer shall pay for the preparation of the as-builts as billed by the District. Furthermore, if the District prepares the as-builts by hiring a consultant, then the selection of such a consultant shall be by mutual agreement between the District and the Developer. The District shall retain one set of as-builts, one set shall be delivered to the Developer, and one set shall be delivered to the Utah Division of Drinking Water. The Developer shall provide to the District an itemization of all construction costs expended by the Developer in connection with the construction of the System Facilities, which information the District is required by its auditors to obtain for District audit purposes.

9. **FINAL ACCEPTANCE OF THE PROJECT.** The District shall issue its notice of final acceptance of the System Facilities (“*Notice of Final Acceptance*”), in the form attached as EXHIBIT “J” hereto, upon satisfaction of the following:

**Commented [BN8]:** Discuss with Joe.

(a) The issuance by the District of a Notice of Final Construction Approval pursuant to Section 8(h)(3) herein;

(b) Payment in full of all Impact Fees and all other fees and charges due and owing in connection with the Project pursuant to Section 10 herein;

(c) Receipt by the District of the Final Plat, in conformance with the provisions of Section 11 herein; and

(d) The posting with the District of the Improvement Assurance, as defined in Section 12(b), at such time as the same is required to be posted with the District in conformance with the requirements of Section 11(a)(1) or Section 11(a)(2) herein, as the case may be.

#### 10. IMPACT FEES.

All impact fees applicable to each lot within the Project which are required to be paid by the Developer in conformance with the Rules and Regulations of the District, and the requirements and limitations of state law, shall be due and payable, in full, at the District office at the time a building permit is issued by the City for the given lot of signing the Final Plat for each Development Phase under either Section 11(a)(1) or Section 11(a)(2) herein. The District recognizes and agrees that the Developer shall be entitled to a credit against all District impact fees pursuant to U.C.A. 11-36a-402. In addition to the Developer’s dedication to the District of the System Facilities and the conveyance of Water Rights, additional impact fees owed to the District, if any, shall not exceed those impact fees calculated and set forth on EXHIBIT “K” attached hereto.

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11. **FINAL PLAT**

**Commented [BN9]:** Discuss with Joe

(a) The final mylar plat for each Development Phase of the Project (the “*Final Plat*”), shall be finalized, signed and recorded in conformance with either of the following sequence options:

(1) Pursuant to the provisions of U.C.A. Section 17-27a-604.5 (made applicable to the District pursuant to U.C.A. Section 17B-10-119), the Final Plat may be finalized, signed and recorded subsequent to completion of construction of all System Facilities, as defined in Section 3 (a) herein, subject to: (i) the issuance of a Notice of Final Construction Approval; (ii) payment of all Impact Fees and other charges due and owing in connection with the Project; (iii) the posting of the required amount of Improvement Assurance, as defined in Section 12(b) herein, in conformance with the requirements of Section 12 herein; and (iv) the issuance of a Notice of Final Acceptance of all System Facilities pursuant to Section 10 herein.

(2) Notwithstanding the provisions of Subsection 11(a)(1) above, upon the Developer’s written request to the District, the Final Plat may be finalized, signed and recorded prior to commencement of construction of all System Facilities, as defined in Section 3(a) herein, subject to the posting of the required amount of Improvement Assurance, as defined in Section 12(b) herein, in conformance with the requirements of Section 12 herein, prior to the issuance by the District of a Notice to Proceed with Construction pursuant to the provisions of Section 8(d) herein.

(b) Under either sequence as provided for in Section 11(a) above, after execution of the Final Plat by the District and full compliance by the Developer with all City final plat requirements, the Final Plat shall be recorded in the office of the Tooele County Recorder by the Developer at Developer’s sole cost and expense. Subsequent to the recording thereof, the Developer shall deposit two (2) copies of the fully-executed, recorded Final Plat with the District.

12. **WARRANTY OF CONSTRUCTION; IMPROVEMENT ASSURANCE**

**Commented [BN10]:** Discuss with Joe

(a) Improvement Assurance Warranty; Warranty Period. The Developer shall warrant and guaranty that all System Facilities shall be free of defects in materials or workmanship for a period of one (1) year from the date of commencement of the Improvement Assurance warranty period as provided in Section 7(h)(4) herein (the “*Warranty Period*”).

(1) If at any time during the Warranty Period any materials or workmanship furnished by the Developer shall prove defective or be found in disrepair, Developer shall, upon written notice from the District, promptly repair or replace the defective materials and/or work to the satisfaction of the District.

(2) During the Warranty Period, the Developer shall be required to keep all manholes, valve and meter boxes, drains and lines in good repair and free from all rock, dirt and other debris in order to assure the District has unobstructed access for periodic inspections during the Warranty Period.

(b) Improvement Assurance. The Developer’s Improvement Assurance warranty obligation which is required to be posted with the District pursuant to the provisions of Section 9(d) hereunder, shall be secured by: (i) the posting of Improvement Assurance with the District in the form of: (i) a bond; (ii) letter of credit; (iii) by the establishment of a cash escrow account with a reputable bank or surety

company licensed to do business in the State of Utah; or (iv) other security as shall be approved by the District and its attorney (the “*Improvement Assurance*”). The Improvement Assurance shall be in an amount equal to \_\_\_\_\_ percent (\_\_\_\_%) of the District’s engineer’s original estimated cost of completion which, for the purpose of this Master Agreement, shall be defined to be the Developer’s contractor’s bid or offering price for construction and completion of the System Facilities (the “*Developer’s Original Bid Price*”), as reviewed and approved by the District. If the District determines, in its sole discretion, that the Developer’s Original Bid Price for the System Facilities is unreasonably high or low, the District’s engineer’s estimate shall be used as the basis of calculating the amount of the Improvement Assurance due and payable hereunder. A complete written breakdown of the Developer’s Original Bid Price shall be provided by the Developer to the District, and shall be attached as EXHIBIT “L” hereto prior and as a condition to the issuance by the District of a Notice to Proceed with Construction as defined in Section 7(d) herein, Exhibit J hereto. Notwithstanding the foregoing, in the event the Developer can prove following final completion of construction, that the actual cost of construction of the System Facilities is less than the Developer’s Original Bid Price, then, upon written approval of the District, the Improvement Assurance shall be recalculated as ten percent 10% of the proven actual cost of completion of the System Facilities. The Improvement Assurance shall be posted with the District prior to the District’s issuance of the Notice of Final Construction Approval as defined in Section 8(h)(3) herein.

(c) Release of Improvement Assurance. At the end of the Warranty Period, and upon request by Developer, the District shall perform a final inspection of the System Facilities for each Development Phase (the “*Final Warranty Inspection*”). The Final Warranty Inspection shall include, but not be limited to a televised inspection of all sanitary sewer lines within the Project. The Developer shall be required to repair or replace any defective materials and/or work then existing related to the System Facilities to the satisfaction of the District. Upon completion of the Final Warranty Inspection and final approval by the District, the District shall issue to the Developer the Notice of Termination of Warranty and Release of Improvement Assurance, attached as EXHIBIT “M” hereto, whereupon the Improvement Assurance, as determined per Section 12(b) above, shall be released by the District, after written notice from the District, as the case may be, to the Developer.

**13. TITLE TRANSFER; OPERATION AND MAINTENANCE; SERVICE**

**Commented [BN11]: Discuss with Joe.**

(a) Transfer of Title to System Facilities to the District. The Notice of Final Acceptance, upon issuance, shall be a written acknowledgment by the Parties that all of Developer’s right, title, estate and interest in and to all System Facilities, as delineated below, is deemed transferred by the Developer to the District and that the District thereby accepts and assumes the perpetual obligation of operation, maintenance, repair and replacement of the System Facilities. Title transfer and the resulting obligations of the District as set forth herein shall be expressly subject to the Developer’s Improvement Assurance obligations set forth in Section 13 herein. The System Facilities deemed transferred to and accepted by the District are delineated as follows:

(1) Reserved Municipal Water System. The District shall take title to and thereafter own, operate, maintain, repair, replace and be responsible for all aspects of the Municipal Water System within the Project up to and including the water meter and meter box on each lot within the Project. The individual lot owners shall own, operate, maintain, repair, replace and be responsible for the water service lateral and all related municipal water facilities and equipment serving their lot beginning at lot owner’s point of connection at the water meter.

(2) **Sanitary Sewer System.** The District shall take title to and thereafter own, operate, maintain, repair, replace and be responsible for all aspects of the Sanitary Sewer System within the Project up to the point of connection of the service lateral serving each lot with the sanitary sewer main line in the street. The individual lot owners shall own, operate, maintain, repair, replace and be responsible for the connection to the sanitary sewer main line and the connection at the main line, and all related sewer facilities and equipment serving their lot on the lot owner's side of the connection point.

(b) **Obligation to Provide Service.** Upon compliance with all of the terms and conditions set forth in this Master Agreement, and with all other applicable requirements of the District and subject to the provisions of Section 12 herein, the District shall be obligated to provide ~~municipal water service~~, sanitary sewer service and storm drainage services to the individual owners of lots within the Project, beginning on the date of the Notice of Final Acceptance, on the same basis as all other similarly situated customers within the service area of the District in accordance with the rules and regulations of the District.

**14. RESERVED STANSBURY SERVICE AGENCY CONSULTATION AND ANNEXATION**

**Commented [BN12]:** Erda City will maintain any New Parks or Recreation Amenities in the Development.

(a) **Background.** The District and the Stansbury Service Agency, an interlocal agency organized under the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann., by and between the Stansbury Recreation Service Area, a body corporate and politic of the State of Utah (the “Recreation Service Area”), and the Stansbury Greenbelt Service Area, a body corporate and politic of the State of Utah (the “Greenbelt Service Area”) (collectively the “Service Agency”), entered into that certain interlocal agreement dated the 18<sup>th</sup> day of March 2020 (the “Agency Interlocal Agreement”), pursuant to which it was mutually agreed that in the event: (i) any water delivered or deliverable through the SPID water system is to be utilized for irrigation, drinking water or other purposes in connection with any new Park and Recreation Amenities to be developed on land contained within new real estate projects occurring within the area of Stansbury Park (“New Development Land”); (ii) SPID is to provide sanitary sewer service related to any facilities which are constructed and installed for use in connection with any new Park and Recreation Amenity; (iii) SPID is to provide storm drainage services involving any storm, run-off or other waters running off of lands, parking lots, concrete pads, playgrounds and other features and facilities developed in connection with new Park and Recreation Amenities; (iv) any storm retention or detention ponds or other collection features or facilities to be developed on any New Development Land is to be dedicated to and be owned and operated by SPID as a component of SPID’s storm drainage system, which could be utilized for playground, ballfield, open space or other park or recreation uses; and/or (v) SPID is otherwise going to be the municipal water, sanitary sewer and/or storm drainage service provider for the lots and properties within the New Development Land, even though no new Park and Recreation Amenities are to be developed by Developer on the New Development Land (it being understood and agreed that the owners of property within the New Development Land will be entitled to use and otherwise receive the benefit of existing Service Agency facilities developed for Stansbury Park); then, as a condition to SPID’s approval of the development plan for the New Development Land and its agreement to provide water, sanitary sewer and/or storm drainage services to the New Development Land: (1) SPID shall require that the developers of any New Development Land shall consult in good faith, with the Service Agency concerning the Service Agency’s willingness to take title to and assume responsibility for the operation, maintenance, repair and replacement of the New Park and Recreation Amenities to be developed on the New Development Land; and (2) if the Service Agency determines that it will and can do so, then, SPID shall further require that the New Development Land be annexed into the legal boundaries of the Recreation Service Area and the Greenbelt Service Area as well as the legal

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boundaries of SPID. Notwithstanding for foregoing, the Service Agency board has the right to exclude any New Development Land from the foregoing requirements if said board determines that the owners said land would not reasonably be benefitted by the services provided by the Service Agency and/or the board determines, in its discretion, that it is unwilling or incapable of reasonably providing said amenities and services to the New Development Land.

\_\_\_\_\_ (b) **Developer Obligation to Comply with the Agency Interlocal Agreement.** Inasmuch as the Project Property constitutes New Development Land, the Developer shall be obligated to comply with all applicable requirements of the Agency Interlocal Agreement set forth in Section 15(a) above as a condition to the District's obligation to accept title to the System Facilities and provide municipal water, sanitary sewer and storm drainage services to the lots within the Project as provided in Section 13 herein.

**15. INDEMNIFICATION.** The Developer hereby agrees to indemnify and hold the District harmless from and against any and all liability, loss, damage, costs, or expenses, including reasonable attorney's fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person as a result of construction activities by the Developer, its agents, employees or contractors, and any claim by any contractor or other person for any amounts due and owing by the Developer to said contractor or person. The Developer shall not be responsible for, and this indemnity shall not apply to (i) any negligent acts or omissions of the District, or of its agents, employees or contractors, subject to all rights and defenses available to the District as a governmental entity under the Utah Governmental Immunity Act, (ii) any liability, loss, damage, costs or expenses, including attorney's fees and court costs, arising in connection with any work performed by third-parties, such as public or private utility companies, that are not under the control of the Developer, or (iii) any criminal action, omission, or misconduct by any agent, employee or contractor of the Developer. At the end of the Warranty Period provided for in Section 13 herein, and the District's final approval and acceptance of the System Facilities, the indemnity obligations of the Developer set forth herein shall cease to apply with respect to any work or activity performed by the Developer, its agents, employees or contractors on or after that date.

**16. DEFAULT.** In the event either Party fails to perform its obligations hereunder or comply with the terms and provisions hereof, and such failure remains uncured for a period of thirty (30) days (the "*Cure Period*"), after receiving written notice of default from the other Party, and provided that (i) such default cannot reasonably be cured within the Cure Period, and (ii) the defaulting Party shall have commenced to cure such default within such Cure Period and thereafter uses reasonable efforts to cure the same, then the Cure Period shall be extended for so long as shall be required for the defaulting Party to exercise reasonable efforts to cure the default. If however, the default remains uncured for a period of one hundred twenty (120) days in the aggregate, then the non-defaulting Party may, at its election, pursue all rights and remedies which it may have at law and in equity, including but not limited to injunctive relief, specific performance and/or damages, and termination of the Master Agreement.

**17. ASSIGNABILITY.** The Developer may assign its rights and delegate its duties hereunder to a third party purchaser of all or a portion of the Project, subject to the terms and provisions of this Master Agreement. In the event of an assignment, the assignee shall be liable for the performance of each and every obligation of the Developer contained in this Master Agreement, and the Developer shall be released from such obligations, in each case to the extent of such assignment. Prior to any assignment, the Developer shall obtain and deliver to the District a written statement executed by the assignee, duly

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acknowledged by a notary public, wherein the assignee acknowledges that it has reviewed and is familiar with the terms and provisions of this Master Agreement, and agrees to be bound hereby.

#### 18. MISCELLANEOUS PROVISIONS

(a) **Notice.** All notices required or desired to be given hereunder shall be in writing and shall be deemed to have been given on the date of personal service upon the Party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, and addressed to the Parties at the following addresses:

TO THE DISTRICT:

Stansbury Park Improvement District  
Attn: District Manager  
#30 Plaza  
Stansbury Park, UT 84074  
Phone: 435-882-7922

TO THE DEVELOPER:

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Phone:  
Email:

Any Party may change its address for notice hereunder by giving written notice to the other Party in accordance with the provisions of this Section.

(b) **Attorney's Fees.** The Parties each agree that should they default in any of the covenants or agreements contained herein, the defaulting Party shall pay all costs and expenses, including reasonable attorney's fees and court costs, which may arise or accrue from the enforcement of this Master Agreement, or in pursuing any remedy provided for hereunder or by the statutes, or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

(c) **Entire Agreement.** This Master Agreement, together with the Exhibits attached hereto, and the documents referenced herein, contain the entire agreement by and between the Parties with respect to the subject matter hereof, and supersede any prior promises, representations, warranties, inducements or understanding between the Parties which are not contained herein.

(d) **Section Headings.** The section headings contained in this Master Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

(e) **Non-liability of District Officials.** No officer, representative, agent or employee of the District shall be personally liable to the Developer or any successor-in-interest or assignee of the

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Developer, in the event of any default or breach by the District, or for any amount which may become due the Developer, or its successors-in-interest or assignees, or for any obligation arising under the terms of this Master Agreement.

(f) **No Third-party Rights.** The obligations of the Developer and the District set forth in this Master Agreement shall not create any rights in or obligations to any other persons or parties except to the extent otherwise provided herein.

(g) **Binding Effect; Covenants Run with the Land.** This Master Agreement shall be binding upon and inure to the benefit of the Parties hereto and upon their respective officers, agents, employees, representatives, affiliates and assigns (where assignment is permitted), including, without limitation, any separate affiliated entity of the Developer which is involved with, assumes or undertakes to fulfill any responsibility or obligation imposed upon the Developer pursuant to this Master Agreement, and any city or other governmental agency or agencies that assumes jurisdiction over the Project should the District no longer have jurisdiction over the Project. The covenants contained herein shall be deemed to run with the Project Property within the Project, and the Parties agree that this Master Agreement shall be recorded in the office of the Tooele County Recorder, State of Utah.

(h) **Termination.** Both the District and the Developer shall each have the right, but not the obligation, at the sole discretion of the applicable Party, to terminate this Master Agreement, in whole or in part, in the event (i) the Developer has not commenced construction of the System Facilities for a specific Development Phase within \_\_\_\_\_ ( ) days from the date of the Phase Development Agreement for such phase, (ii) the System Facilities have not been completed within \_\_\_\_\_ ( ) year(s) from the date of this Master Agreement, or (iii) the Developer remains in default under the material provisions of the Phase Development Agreement for such phase, after expiration of any applicable notice and/or cure period. Any termination of this Master Agreement pursuant hereto may be effected by giving written notice of intent to terminate to the other Party pursuant to the notice provisions set forth here. Unless terminated pursuant to this Section, or by separate agreement signed by the Parties, this Master Agreement shall continue in full force and effect on all of the terms hereof until the Developer has received a Notice of Release and Termination of Warranty at the end of the Warranty Period.

(i) **Jurisdiction.** The Parties hereby agree that any judicial action associated with this Master Agreement shall be taken in the Third Judicial District Court of Tooele City, Utah.

(j) **No Waiver.** Any Party's failure to enforce any of the provisions of this Master Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the Party intended to be benefitted by the provision, and a waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provision.

(k) **Severability.** If any portion of this Master Agreement is held to be unenforceable, any enforceable portion thereof and the remaining provisions of this Master Agreement shall continue in full force and effect.

(l) **Time of the Essence.** Time is expressly made of the essence with respect to the performance of each and every obligation hereunder.

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(m) **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under a Phase Development Agreement which is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefore; pandemic; adverse market conditions; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars; terrorist attacks; civil commotions; fires; or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder, shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage. Any Party seeking relief under the provisions of this Section shall notify the other Party pursuant to the notice provisions hereof of a force majeure event within ten (10) days following occurrence of the claimed force majeure event.

(n) **Knowledge.** The Parties have each read this Master Agreement and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to obtain legal counsel of their choice.

(o) **Supremacy.** In the event of any conflict between the terms of this Master Agreement and those of any other agreement, contract, or document referred to herein, this Master Agreement shall govern. In the event of a conflict between the terms of this Master Development Agreement and those of a Phase Development Agreement, the Phase Development Agreement shall govern.

(p) **No Relationship.** Nothing in this Master Agreement shall be construed to create any partnership, joint venture, or other fiduciary relationship between the Parties.

(q) **Amendment.** This Master Agreement may be amended only in writing signed by the District and the Developer.

(r) **Incorporation of Recitals and Exhibits.** The Recitals first set forth above and all Exhibits attached hereto are incorporated by reference as though fully set forth herein.

(s) **Warranty of Authority.** The individuals executing this Master Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Master Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

**“DISTRICT”**

**STANSBURY PARK IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Its: Manager

**“DEVELOPER”**

Name: OQUIRRH POINT DEVELOPMENT, LLC

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**In response to DRAFT – 3 April 24/6 March 23 received from Chris Bramhall**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE**

STATE OF UTAH )  
: ss.  
County of Tooele )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, appeared before me Brett Palmer, personally known to me, or proved to me on the basis of satisfactory evidence, to be Manager of the Stansbury Park Improvement District, who duly acknowledged that the within and foregoing instrument was signed on behalf of said District by authority of its Board of Trustees, and that said District executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH )  
: ss.  
County of \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me \_\_\_\_\_, known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument on behalf of \_\_\_\_\_, who duly acknowledged to me that \_\_\_\_\_ executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

GRANITE  
CONSTRUCTION  
WATER SERVICE  
REQUEST REVIEW

**OUTLINE**  
**OUT-OF-BOUDARY AGREEMENT FOR SALE OF WATER ON A TEMPORARY BASIS**  
**Granite Construction**

**Key Terms and Conditions:**

1. **District agreement to sell water to Granite**

- (a) Authority –UCA 17B-1-(2)(j) and (l), UCA 17B-1-906, and UCA 17B-2a-403(1)(d).
- (b) On a temporary basis.
- (c) Priority to customers residing within the legal boundaries of the District.
- (d) Subject to all duly adopted standard rules, regulations and policies of the District pertaining to water service.

2. **Contracted Water Supply**

- (a) 250 acre-feet annual supply.
- (b) Water in excess of 250 acre-feet annually is authorized, subject to curtailment and payment of an overage charge as provided below.
- (c) Delivered at the meter at the point of connection of Granite's system with the District main water system.
- (d) No warranty as to quality.
- (e) Water conservation measures required.
- (f) Wasting water and un-metered use of water prohibited.

3. **Term of Agreement**

- (a) 10 Years.
- (b) 10 year term subject to the following:
  - (1) 2-year period with guaranteed delivery ("Guarantee Period"), subject to emergency curtailment – per Curtailment section below.
  - (2) 2-year Guarantee Period automatically renews at the end of each period, unless terminated in writing by the District board, with 1-year's written notice.
  - (3) If the 2-year Guarantee Period is eliminated by the Board, water service agreement continues subject to termination by the Board for any reason, at any time, upon 1-year's written notice.

4. **Curtailment of Water Supply**

- (a) Curtailment of the District water supply may immediately be imposed by the District in the event of:
  - (1) Scheduled and unscheduled maintenance repair, replacement and updates.
  - (2) Matters beyond the control of the District, including, system failure, shortages of water supply and emergencies, etc.
  - (3) The water supply, or a portion thereof, is at any time required to enable the District to provide water service to its customers within the District's boundaries.

- (b) Advance notice of a curtailment shall be provided to Granite by the District as soon as reasonably possible given the situation.

5. **District Fees and Charges**

{02279111-1}

(a) Water Service Fee.

(1) Water System Component – payable annually on or before January 1 of each year, as billed by the District.

(A) Water Right Demand Element.

(B) System Demand and Asset Depreciation Element.

(C) Plus overage charge levied for water delivered in excess of 250 acre-feet in the prior year charged at the Water System Component Rate plus 20%.

(2) Water Usage Component – payable monthly, as billed by the District.

(A) Based on actual, metered monthly usage.

(B) Meter records to be made reasonably available to Granite.

(C) Plus overage charge levied for water metered and used in excess of 250 acre-feet in the prior year charged at the Water Usage Component Rate plus 20%.

(b) Other Standard Fees and Charges - apply per rules and regulations.

(c) Rates Adjustable - At any time in the discretion of the Board in conformance with the requirements and procedures of applicable State law.

6. **Water Systems Defined**

(a) District System – The District main water system extending up to and including the meter at the point of connection.

(1) Title in the District.

(2) The District is solely responsible for OM&R at its expense.

(b) Granite System – All system improvements on Granite's side of the meter.

(1) Title in Granite.

(2) Granite is solely responsible for OM&R at its expense.

(3) The District shall, at all times, have access to the Granite System.

(4) Back flow and cross connection facilities required.

7. **Indemnification**

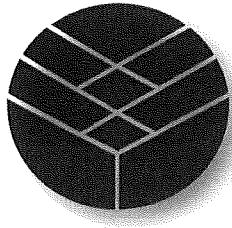
(a) District indemnifies Granite with respect to District System.

(b) Granite indemnifies District with respect to Granite System.

GRANITE CONSTRUCTION TEMPORARY CONNECTION FEE SCHEDULE

WATER SYSTEM COMPONENT		WATER RATE COMPONENTS	
MONTHLY USAGE COMPONENT		4" Base Meter Fee	
*Annual Water Right Demand	#System Demand & Asset Depreciation	YEAR	GALLONS
YEAR	COST	COST	TOTAL PAYMENT
2024	176,500	77,316	253,816
2025	185,325	77,695	263,020
2026	194,591	78,051	272,642
2027	204,320	78,382	282,702
2028	214,536	78,685	293,221
2029	225,262	78,958	304,220
2030	236,525	79,198	315,723
2031	248,351	79,403	327,754
2032	248,942	79,570	328,512
2033	261,359	79,695	341,054
<b>TOTAL</b>	<b>2,195,711</b>	<b>786,953</b>	<b>2,982,664</b>
* 5% annual increase. # 4% annual increase		Actual adopted water rate will apply - Payable monthly	
Payable January 1st of each year		^Based on \$2.00/1000 gallons AT 250 ACRE-FEET	

**WASTEWATER  
DISCHARGE  
PERMIT  
STUDY  
REPORT**



## STANSBURY PARK IMPROVEMENT DISTRICT

### MEMORANDUM

May 14, 2024

To: Dan Griffin  
Utah Division of Water Quality

From: Brett Palmer, District Manager  
Brendan Thorpe, P.E., District Engineer / Consultant  
Stansbury Park Improvement District

Project: Sewer Treatment Plant: Ammonia Sampling and Analysis Plan

Subject: Discharge Compliance Schedule  
Milestone: May 1, 2024 [Extension May 15, 2024]

Attachments: Exhibit 1: Effluent Discharge Path & Sampling Locations  
Appendix 'A': Random Sampling and Testing Results – Overall Data  
Appendix 'B': DWQ Testing Compliance Schedule, Page 3

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In conformance with the requirements of Stansbury Park Improvement District's (District) Wastewater Discharge Permit Renewal (Renewal), this memorandum is submitted as a Sampling and Analysis Plan (Plan), to further examine and consider the ammonia limits in conjunction with various potential methods of operation and management of effluent discharge.

Results from monitoring for ammonia over the previous permit period indicated that the District exceeds water quality based effluent limits for ammonia, which were developed in the wasteload analysis for the permit renewal. The District recognizes the proposed effluent parameters as follows:

	Effluent Limitations		Self-Monitoring and Reporting Requirements		
	Maximum Monthly Avg (Chronic)	Daily Maximum (Acute)	Frequency	Sample Type	Units
Total Ammonia (as N), mg/L Summer (Jul-Sep) Fall (Oct-Dec) Winter (Jan-Mar) Spring (Apr-Jun)	1.0 2.7 3.4 2.7	4.7 8.2 9.8 8.2	Weekly	Grab	mg/L

### PURPOSE AND OBJECTIVE

The District has collected and tested random samples at various points along the discharge path, from the current, permitted points of discharge, through a controlled flow path, to the playa south of the Union Pacific Railroad near the Great Salt Lake. Exhibit 1 illustrates the "flow path". Results from the

limited sampling and testing indicate a potential for diminished concentration of ammonia and other wasteload constituents, along the flow path. For this reason, the District proposes to formally and systematically sample the effluent at strategic locations along the flow path, which are both contained within the District's property boundaries, and outside of the District boundaries. The objective of the Sampling and Analysis Plan is to see the overall results of sampling and demonstrate over sufficient time; according to systematic sampling and testing, that:

- 1) The effluent stream improves or falls below the Ammonia Limitations established for the permit renewal at the various strategic sampling locations, and
- 2) That the DWQ may consider certain sampling locations as new permitted points of measurement and discharge.

## BACKGROUND AND RATIONALE

The following tables represent a summary of the collective trend in diminished Ammonia concentration along the effluent flow path; thus, supporting the rationale that the District may meet the required established effluent limitations if allowed to increase number of permitted discharge and sampling locations at key points along the flow path.

### Background Random Sampling (Refer to Exhibit 1)

Date	Total Ammonia (mg/L)				
	Sampling Location		001	Allowed Monthly Average	Allowed Daily Maximum
	002	003			
1/25/23	13.3		ND	3.4	9.8
2/9/23	16.2		0.3	3.4	9.8
3/23/23	19.4		ND	3.4	9.8
4/27/23	11.7		0.2	2.7	8.2
5/18/23	-		3.2	2.7	8.2
6/29/23	-		*24.3	2.7	8.2
6/14/23	-		3.7	2.7	8.2

Sample is an outlier and may have been collected at the treatment inflow headworks station.

Date	Total Ammonia (mg/L)						Allowed Daily Maximum	
	Sampling Location							
	002	001	003	004	005	006		
2/1/24	22.1	-	18.5	18.3	7.0	-	3.4	
2/8/24	-	-	16.6	16.2	7.7	-	3.4	
2/14/24	-	-	20.1	19.4	6.62	-	3.4	
3/21/24	-	0.3	0.2	-	0.5	ND	3.4	

## PROPOSED SAMPLING PLAN

### Approach No. 1

During the latter spring, summer, and early fall months, the District has the capacity to fully retain its wastewater effluent, and typically no discharge is needed to operate the system. This is currently the situation. However, due to historic operational practices, the District anticipates that it will start discharging in May 2024. There may be months when discharge is halted if water levels decrease in the existing treatment ponds, compromising the existing clay liner(s). For this reason, it may not be possible to continuously collect monthly grab samples along the described effluent flow path because

there will be no discharge. Sampling location 003 may be difficult to obtain samples in wet conditions due to access.

#### Proposed Sampling Schedule

Location	Type	Constituents Tested	Additional Requirements
001	Grab	Set A & B	When Discharging
002	Grab	Set A & B	When Discharging
003	Grab	Set A & B	When Discharging
004	Grab	Set A & B	When Discharging
005	Grab	Set A & B	When Discharging
006	Grab	Set B	Photograph and Measure Water Level

#### Set A Constituents

- Ammonia
- Dissolved Oxygen
- PH

Testing Frequency  
(Weekly)

#### Set B Constituents

- TKN\*
- Dissolved Oxygen
- TDS
- PH

Testing Frequency  
(Monthly)

\*TKN Comprises: Ammonia, Nitrate, Nitrite, Phosphate (Ortho), Phosphorus Total, Total Kjeldahl Nitrogen

#### Proposed Reporting

The District will report to DWQ results no later than June 1, 2025.

#### Approach No. 2

The District currently owns and periodically operates Basin A (depicted in Exhibits 1 & 2), as an evaporation basin. Based on operational observation of holding cells 5, 6, and 7 (also depicted in Exhibit 1 & 2), there is a predictable reduction in Ammonia concentration as measured from sampling location 002, to sampling location 001. This is due in part to the added retention time and vegetation growth in the effluent flow path through the polishing cells via existing control structures / weirs. The District believes that the same polishing effect may be of value by operating existing evaporation Basin A, for the purpose of diminishing Ammonia, Phosphorus, and associated compound concentrations.

During the months of operation, as previously described, the District proposes to release effluent from sampling location 001 directly into Basin A. The basin will be filled and retained for thirty (30) days or more. The following schedule will be administered.

### Proposed Sampling Schedule

Location	Type	Constituents Tested
Within Northwest Corner of Basin A	Grab	Set C

#### Set C Constituents

- TKN
- Dissolved Oxygen
- PH
- TDS

Testing Frequency  
(Monthly)

Based on the sampling schedule, the District will monitor, evaluate, and document the TKN constituent concentrations over time.

#### Proposed Reporting

The District will report to DWQ results no later than June 1, 2025.

### PROPOSED SAMPLING PERIOD

Approach No. 1	April 2024 - April 2025
Approach No. 2	

### POST SAMPLING AND REPORTING

The District is hopeful that this sampling plan will result in meaningful and actionable testing results, demonstrating that the effluent flow paths, together with the operation of Basin A, have a reliable and significant removal effect of Ammonia, and other relevant wastewater constituents. Once the data has been collected and analyzed, the District intends to apply to DWQ for additional system discharge points, potentially at sampling location 003, and a release point near the northwest corner of existing Basin A.

### ADDITIONAL CONSIDERATIONS

In conjunction with sampling approach no. 2, and the anticipated benefits of reducing ammonia and other effluent constituents, the District may propose to expand the capacity of Basin A, and construct Basin B, as depicted on Ex-03.

The District may also propose to install mobile or fixed air water guns, axial fan guns, or similar units used in snow making operations, to disperse effluent from Basins A and B into the air for more efficient evaporation. The District wishes to engage DWQ in this matter during the sampling and analysis periods.

# EXHIBITS

## EFFLUENT DISCHARGE PATH: APPROACH #1



## EFFLUENT DISCHARGE PATH: APPROACH #2

## EFFLUENT DISCHARGE PATH: APPROACH #3

## APPENDIX 'A'

Random Sampling and Testing Results – Overall Data

Ammonia Sampling						
	1	2	3	4	5	6
Feb-23	0.27	16.2				
Apr-23	0.24	11.7				
3/7/2024						
3/14/2024	30?					
3/21/2024	0.31		0.23		0.54	ND

ND= non detect

blank= no sample taken

Ammonia Limits mg/L	
Jan-Mar	3.4
Apr-Jun	2.7
Jul-Sep	1
Oct-Dec	2.7

THESE AMMONIA LIMITS ARE PROPOSED TO GO INTO EFFECT  
SEPTEMBER 2025 IF NO ANALYSIS FROM  
SPID HAS BEEN SUBMITTED TO DEQ

Discharge	exceeds 45 day detention	BOD in	TSS in	BOD eff	TSS eff	ECOLI	PH	MGD	MGD	Discharge	less than 30 day detention cl2 required	BOD in	TSS in	BOD eff	TSS eff	ECOLI	TCR	PH
	1.00	BOD in	TSS in	BOD eff	TSS eff	ECOLI	PH	Flo in	Flo out	2	1/12/2023	263	140	18	22	16	TCR	PH
1/13/2023	failed to sample										1/13/2023	150	140	9	19	11	0.3	7
1/18/2023	failed to sample										1/18/2023	150	190	11	14	0.25		6
1/27/2023	150	190	20	13	ND	7	phos.ortho	TKN out	Total Phos	AVERAGE	187.67	156.67	12.67	18.33	32.33	0.28	6.50	
1/25/2023	tkn in	phos in	ammonia out	nitrate	ND	0.83	ND	ND	1.2	1.21	0.2728	tkn in	phos in	ammonia out	nitrate	phos.ortho	TKN out	Total Phos
	35.9	4.9	ND	ND	ND	0.83	ND	ND	1.2			35.9	4.9	13.3	1.25	0.8	2.5	17.3
	Average 001 and 002																	3.3

NOTES FOR JANUARY -Started discharging on the 9th for 002 and on the 13th for 001

Discharge	1	BOD in	TSS in	BOD eff	TSS eff	ECOLI	PH	MGD	MGD	Discharge	2	BOD in	TSS in	BOD eff	TSS eff	ECOLI	TCR	PH
		BOD in	TSS in	BOD eff	TSS eff	ECOLI	PH	Flo in	Flo out		2	BOD in	TSS in	BOD eff	TSS eff	ECOLI	TCR	PH
2/3/2023	271	174	6	6	ND	7				2/3/2023	271	174	18	12	1440	0.2	6	
2/9/2023	174	194	6	11	ND	7				2/9/2023	174	194	24	11	ND	0.25	6	
2/16/2023	170	202	7	14	ND	7				2/16/2023	170	202	7	20	ND	0.25	6	
2/23/2023	246	202	24	24	ND	6				2/23/2023	246	202	23	34	1550	0.2	8	
Ave	215.25	193	10.75	13.75	2	6.75				Ave	215.25	193	18	19.25	747	0.225	6.5	
PHOS	tkn in	phos in	ammonia out	nitrate	nitrite	phos.ortho	TKN out	Total Phos		PHOS	tkn in	phos in	ammonia out	nitrate	phos.ortho	TKN out	Total Phos	
	54.6	6.2	0.27	ND	ND	0.98	2.5	1.4	1.1	0.249	54.6	6.2	16.2	ND	0.5	2.8	21.7	
	2/9/2023																	3.9

Discharge	1	BOD in	TSS in	BOD eff	TSS eff	ECOLI	PH	MGD	MGD	Discharge	2	BOD in	TSS in	BOD eff	TSS eff	ECOLI	TCR	PH
		BOD in	TSS in	BOD eff	TSS eff	ECOLI	PH	Flo in	Flo out		2	BOD in	TSS in	BOD eff	TSS eff	ECOLI	TCR	PH
3/2/2023	175	131	13	36	ND	8	0			3/2/2023	175	131	7	20	ND	0.3	6	
3/9/2023	275	158	34	52	1	9	0			3/9/2023	275	158	18	23	ND	0.3	7	
3/16/2023	192	186	24	50	2	7	0			3/16/2023	192	186	10	21	ND	0.4	7	
3/23/2023	196	135	21	46	1	8	0			3/23/2023	196	135	9	25	4	0.3	7	
AVERAGE	209.5	152.5	23	46	1	8	0			AVERAGE	209.5	152.5	11	22.25	1	0.325	6.75	
PHOS	tkn in	phos in	ammonia out	nitrate	nitrite	phos.ortho	TKN out	Total Phos		PHOS	tkn in	phos in	ammonia out	nitrate	phos.ortho	TKN out	Total Phos	
	41.6	4.1	ND	ND	ND	0.61	3.8	1.6		89% BOD Removal	41.6	4.1	19.4	0.15	0.1	2.8	23.6	
																		4

Discharge	1	BOD in	TSS in	BOD eff	TSS eff	ECOLI	PH	MGD	MGD	Discharge	2	BOD in	TSS in	BOD eff	TSS eff	ECOLI	TCR	PH
		BOD in	TSS in	BOD eff	TSS eff	ECOLI	PH	Flo in	Flo out		2	BOD in	TSS in	BOD eff	TSS eff	ECOLI	TCR	PH
4/6/2023	256	194	9	26	1	7	0			4/6/2023	256	194	20	35	ND	0.4	7	
4/14/2023	262	220	50	54	33	7	0			4/14/2023	262	220	19	29	3	0.4	7	
4/20/2023	204	76	25	34	43	7	0			4/20/2023	204	76	14	30	4	0.4	7	
4/27/2023	159	144	17	31	11	8	0			4/27/2023	159	144	22	30	1	0.4	7	
AVERAGE	220.25	158.5	25.25	36.25	22	7.25	0			AVERAGE	220.25	158.5	18.75	31	9.5	0.4	7	
PHOS	tkn in	phos in	ammonia out	nitrate	nitrite	phos.ortho	TKN out	Total Phos		PHOS	tkn in	phos in	ammonia out	nitrate	phos.ortho	TKN out	Total Phos	
	29.3	4.2	0.24	ND	ND	0.71	7.9	1.9		89% BOD Removal	29.3	4.2	11.7	0.13	0.1	2.4	23.6	
																		4

Password P36  
5/18/2023 INF in blank 5/1/2021 eff 5/1/2021

NO DISCHARGE IN MAY 002

THE CHURCH OF CHRIST IN CHINA

NO DISCHARGE IN MAY 002						
Discharge	BOD in	TSS in	Bod ef	TSS ef	ECOLI	PH
1						
6/8/2023	170	187	14	13	50	8
6/14/2023	173	133	11	36	not record	8
6/22/2023	159	174	5	31	63	9
6/29/2023	202	73	5	18	3	9
AVERAGE	176	141.75	8.75	24.5	38.66667	8.5
						0
					MGD	MGD
					Flo in	Flo out
					1.12	0.4035

NO DISCHARGE JULY -NOV 001 and 002

Stanbury Park RIB Report July 2023	
Average Flow MGD	0.291
Acetate	15
TIN	ND
Ammonia	ND
Nitrate	ND
Nitrite	ND
TDS	2460
ECOLI	ND

HEADWORKS IN FLO 1.134 MGD  
August 11B 0.215

Stansbury Park RIB Report August 2023			
Parameter	Unit	Value	Unit
Average Flow	MGD	0.215	
Acetate		15	
TIN		0.3	mg/l
Ammonia		0.26	mg/l
Nitrate		ND	
Nitrite		ND	
TDS		2330	
ECOLI		ND	

8/24/23 METALS MG/L	headworks	dis	MERC RIB	BLANK	hdwrks	BLANK	0
Cyanide	ND	ND	3.7nG/L	0	43.5	0	ng/l
arsenic	0.0082	0.017					
cadmium	0.0002	ND					
chromium	0.0025	0.0007					
copper	0.0393	0.0021					
lead	0.0007	0.0006					
mercury	43.5	3.7					
molybdenum	0.0132	0.01					

## SEPTEMBER - NO DISCHARGE AND NO RIB

nickel	0.0032	0.0014
selenium	0.0058	0.0021
silver	ND	ND
zinc	0.14	ND

nickel	0.0032	0.0014
selenium	0.0058	0.0021
silver	ND	ND
zinc	0.14	ND

## Stansbury Park RIB Report October 2023

	Average Flow MGD	10/9-10/31
Acreage	15	
TIN	0.7	mg/l
Ammonia	0.66	mg/l
Nitrate	ND	
Nitrite	ND	
TDS	2120	
ECOLI	26	

## HDWRKS 1.079 MGD

## 2024 DISCHARGE REPORT

Discharge	1.00	BOD in	TSS in	Bod ef	TSS ef	ECOLI	pH	ammonia	MGD	Flg in	Flg out	Discharge	2	less than 30 day detention cl2 required	BOD in	TSS in	Bod ef	TSS ef	ECOLI	TCR		
1/4/2024	247	55	5	5	ND	10	7.5	5.99	1.31	0.5	0.5	1/11/2024	323	186	6	6	16	2	0.4			
97.97% bod removal												1/18/2024	128	80	6	6	ND	ND	0.35			
												Average	225.50	133.00	6.00	6.00	11.00	2.00	0.38			
												BOD % removal	97.33%									
												MG/L	tkn in	phos in	ammonia in/out	nitrate	nitrite	phos.ortho				
												1/18/2024	55.4	4.5	34.7 19.2	ND	ND	0.2	phos.ortho	3.4		
												Discharge	less than 30 day detention cl2 required	BOD in	TSS in	Bod ef	TSS ef	ECOLI	TCR			
												2	2/1/2024	140	42	9	15	12	0.2			
													2/8/2024	126	48	10	12	ND	0.4			
													2/14/2024	240	136	16	18	ND	0.6			
													2/22/2024	118	94	20	19	4	0.4			
													2/28/2024	164	132	15	14	ND	0.4			
												AVERAGE	157.6	90.4	14	15.6	8	0.4				
												BOD removal 91%										
												MG/L	tkn in	phos in	ammonia in/out	nitrate	nitrite	phos.ortho				
												2/22/2024	34.6	25.8	ND	ND	ND	3.1	phos.ortho			

ammonia	ammonia	ammonia	TDS	DO	mg/l
h 4	Ditch 5	Ditch 6			1.66
4.76	ND				

6.79

monia	Temp	DO mg/l	PH	TDS	1/18/2024	ammonia	Temp	DO mg/l	PH	TDS

5.99

monia	Temp	DO mg/l	PH	TDS	2/14/2024	ammonia	Temp	DO mg/l	PH	TDS
						1				
						2				
18.5	46.3	6.25	7		Ditch 3	20.1	45.8	8.87	6.5	
18.3	46.9	7.01	7		Ditch 4	19.4	45.8	9.42	6.5	
7.02	49.3	15.49	7		Ditch 5	6.62	46.4	18.05	6.5	
					Ditch 6					
monia	Temp	DO mg/l	PH	TDS	2/28/2024	ammonia	Temp	DO mg/l	PH	TDS
						1				
						2				
16.6	46	7.53	7		Ditch 3	no samples 2/22 and 2/28 too wet				
16.2	43.5	8.41	6.5		Ditch 4					
7.72	43.4	17.38	6.5		Ditch 5					
					Ditch 6					

## APPENDIX 'B'

DWQ Testing Compliance Schedule, Page 3

granted this request; the Compliance Schedule with Milestones can be found below. The potential outcomes are: an alternative compliance point for ammonia; an alternative outfall location; an extension of the Compliance Schedule which includes plant upgrades to come into compliance with ammonia limits; or the ammonia limits go into effect.

Ammonia Compliance Schedule	
Date	Milestone
May 1, 2024 <del>extension</del> 5/15/24	Submit a Sampling and Analysis Plan (Plan) that includes the specific purpose and goals (Study) of monitoring and a description of the sampling to be conducted (including methods and frequency). If no Plan is submitted, the ammonia limits will go into effect September 1, 2025 and this Compliance Schedule ends.
June 1, 2025	Submit a Report detailing the findings of the Study outlined in the Plan. This report should include all data collected, analysis of the results, and the proposed administrative path forward.
June 1, 2025	If Stansbury Park wants to modify their permit, they must request DWQ to modify UPDES Permit No. UT0025241. This modification request can be for a compliance schedule extension, an alternative compliance point for ammonia, or an alternative outfall location as long as the Study results and analysis support the request. If the request is for a compliance schedule extension, the request should include a detailed approach, including a list of facility upgrades, an associated timeline, and a detailed description of how Stansbury Park plans to comply with the final ammonia limits listed in the permit. If no request for permit modification is received by DWQ, ammonia limits will go into effect September 1, 2025 and this compliance schedule ends.
September 1, 2025	If the permit has yet to be modified as described above, the final limits will go into effect.

#### Percent Removal Requirements:

During the review of the drafted documents it was noted that the EPA Regulations require the inclusion of a minimum % removal limit for both BOD and TSS, and that the lowest this limit may be is 65%.

In 2001, Stansbury Park applied for the lagoon alternative secondary treatment limits (Alternative Limits) as allowed per *Utah Administrative Code, R317-1-3.2 E, and G*. Stansbury Park also applied for a variance that would remove the *UAC, R317-3.2.B*, TSS 85% Removal Efficiency Requirement from the permit. The requests were approved by the Water Quality Board and Director of Water Quality in August of 2001, and the changes were added to the permit that was being renewed at that time.

The Utah rule, (*UAC, R317-3.2.B*), allows for an exception to the rule, but does not indicate any constraints on that exception. This EPA regulations (40 CFR § 133.105(a)(3) and (b)(3)) allow for a similar exception but does constrain it to being reduced to 65%. As a result, the TSS requirement is being reintroduced to

SR 36 UDOT  
SUNSET  
TO STANSBURY  
PARKWAY  
WIDENING PROJECT  
AUTHORIZATION TO  
MAKE DESIGN  
ENGINEERING  
EXPENDITURES  
TO EXISTING SPID  
WATER SEWER,  
AND STORM DRAIN  
SYSTEMS THAT  
MAY BE IMPACTED  
BY THE  
WIDENING PROJECT



State of Utah

SPENCER J. COX  
*Governor*

DEIDRE M. HENDERSON  
*Lieutenant Governor*

## DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.

*Executive Director*

BENJAMIN G. HUOT, P.E.

*Deputy Director of Planning and Investment*

LISA J. WILSON, P.E.

*Deputy Director of Engineering and Operations*

04/18/2024

Stansbury Park Improvement District  
90 Plaza  
Lake Point, Utah 84074

Attention: Brett Palmer  
Subject: S-R299(417); TOOELE County  
I-80, EB Aux Lane and SR-36 NB Lane  
CID 73962 PIN 17626  
Regarding: Authorization to Make Design Engineering Expenditures

Dear Brett Palmer:

The Utah Department of Transportation (UDOT) is planning to widen the NB lane of SR-36 from Sunset Lane to Stansbury Parkway and add an auxiliary lane to I-80 EB with an approximate construction date of mid-2025. Preliminary designs indicate there may be a potential conflict with your facilities.

This letter serves as your authorization to make design engineering expenditures for the above referenced project with your own forces. The use of consultant engineers shall be based upon a written contract, a copy of which shall be provided to UDOT prior to initiating the design work. Do not perform any relocation work until an agreement covering your work for this project is in place. In addition, please furnish UDOT with documentation regarding your company's right-of-way and copies of the right-of-way instruments on private property for facilities that may be affected by the project.

The project is state funded and is not subject to the Buy America provision outlined in 23 C.F.R. §635.410 Buy America Requirements as well as Pub. L No. 117-58, div. G §§ 70901-27. Relocation work and reimbursement for the company's facilities will be in conformance with the requirements of Utah Administrative Code R930-8.

All work of the Company that relates to any agreement with UDOT is subject to Public Law 115-232, Sec. 889 and 2 CFR § 200.216 (the "Telecommunications Laws"). Among other things, the Telecommunications Laws prohibit the use of any sort of "covered telecommunications" equipment or services, which are those provided by a company listed in such laws. The Company shall at all times comply with the Telecommunications Laws. The Company hereby certifies that it has read the Telecommunications Laws and consulted with legal counsel as needed. For all matters which are the subject of any agreement between the Company and UDOT, the Company hereby certifies that it currently conforms with, and will continue to conform with, the Telecommunications Laws in all respects. The Company shall also place this certification in all UDOT-related contracts with subcontractors, consultants, and suppliers for UDOT's benefit. If any government entity having jurisdiction determines that the Company or its associates is not



State of Utah

SPENCER J. COX  
*Governor*

DEIDRE M. HENDERSON  
*Lieutenant Governor*

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*Deputy Director of Engineering and Operations*

in compliance with the Telecommunications Laws, the Company agrees that it shall promptly notify UDOT of the same and remedy any deficiency.

Please be aware and follow UDOT's legal requirements for overhead utility facilities and depth of bury described in Utah Administrative Code R930-7(8)(1).

If a company's facilities are determined to be out of compliance, UDOT may require them to be removed or relocated at company's sole expense in order to bring the facilities into compliance. If the company was issued a UDOT encroachment permit that waived any code requirements, please provide UDOT with a copy of the permit authorizing the waiver. For aerial installations, if the company's facilities are out of compliance and installed on a pole owned by another company, please provide documentation that the pole owner provided prior approval of the installation.

Your cooperation, participation, and attendance in any scheduled project utility coordination meeting is greatly appreciated. Should you require any additional information, please contact me at Justin Head, 801-726-4563, [jhead@utah.gov](mailto:jhead@utah.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Justin Head".

Justin Head  
UDOT Region 2  
Utility and Railroad Leader

cc:      Rebecka Stromness, PM  
          Amber Rouston, Construction  
          Shauna Sisneros, Comptroller  
          Project File

PENELOPE  
ROSE  
AUTHORIZATION  
TO  
TRANSFER  
5 ACRE-FEET OF  
WATER REQUIRED  
FOR WILDHORSE  
RANCH  
PHASES 13-16

Return to:

Cottonwood Title Insurance Agency, Inc.  
1996 E. 6400 S., Suite 120  
Salt Lake City, UT 84121  
*File No. 178491-DMP*

Parcel Nos. 05-027-0-0029, 05-034-0-0064, 05-034-0-0081, 05-034-0-0104, 05-034-0-0105, 05-034-0-0106, 05-027-0-0029, 05-034-0-0081, 05-034-0-0104, 05-027-0-0029, 05-034-0-0081, 05-034-0-0104, and 05-027-0-0022

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**TERMINATION AND RELEASE OF  
NONEXCLUSIVE TEMPORARY AND PERMANENT EASEMENTS**

Reference is made to that certain Grant of Nonexclusive Temporary and Permanent Easements (the “**Grant**”) recorded February 2, 2010 in the records of the Tooele County Recorder as Entry No. 337932 affecting the real property described in Exhibit A and Exhibit B (together the “**Properties**”) hereto and creating a temporary and permanent Roadway Access Easement, as more fully described therein (the “**Easements**”).

The owners of the Properties are Penelope Rose LLC, a Utah limited liability company, and Stansbury Park Improvement District, a body corporate and politic under the laws of the State of Utah (together the “**Owners**”). The Owners no longer need the Easements and desire to terminate them.

Accordingly, Owners hereby terminate and release the Easements, and terminate and remove the effect of the Easements on the Properties.

Dated this 10<sup>th</sup> day of May 2024.

*[Signatures and acknowledgments on following pages]*

---

Penelope Rose LLC,  
a Utah limited liability company

---

Micah Peters  
Managing Member

STATE OF UTAH  
COUNTY OF SALT LAKE

On \_\_\_\_\_, 2024, before me, a notary public, personally appeared Micah Peters, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same as managing member on behalf of Penelope Rose LLC, a Utah limited liability company.

---

(notary signature)

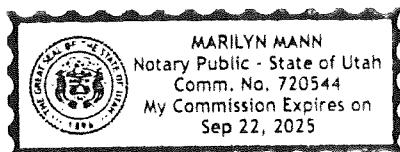
Stansbury Park Improvement District,  
a body corporate and politic under the law of the State of Utah

By: Brett Palmer  
Name: Brett Palmer  
Its: Manager

STATE OF UTAH  
COUNTY OF Tooele

On May 16, 2024 before me, a notary public, personally appeared Brett Palmer, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same as District Manager on behalf of Stansbury Park Improvement District, a body corporate and politic under the law of the State of Utah.

Marilyn Mann  
(notary signature)



**EXHIBIT A**  
**(Penelope Rose LLC Property Legal Description)**

Parcel 1

Proposed WILD HORSE RANCH PHASE 13, being more particularly described as follows:

A portion of the SW1/4 of Section 9 and the NW1/4 of Section 16, Township 2 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point Southeasterly line of that Real Property described in Deed Entry No. 335721 of the Official Records of Tooele County located S89°42'06"W along the Section line 717.38 feet and South 95.03 feet from the North 1/4 Corner of Section 16, T2S, R4W, SLB&M; thence along said deed the following (2) two courses: 1) N27°19'59"E 585.85 feet; 2) N50°41'33"W 54.00 feet to the southerly line of that Real Property described in Deed Entry No. 380004 of the Official Records of Tooele County; thence N38°59'38"E along said deed 488.99 feet to the southerly line of that Real Property described in Deed Entry No. 329649 of the Official Records of Tooele County; thence S74°38'58"E along said deed 46.17 feet; thence S06°52'01"W 268.49 feet; thence Easterly along the arc of a non-tangent curve to the right having a radius of 130.00 feet (radius bears: S06°52'01"W) a distance of 7.69 feet through a central angle of 03°23'24" Chord: S81°26'16"E 7.69 feet; thence S79°44'34"E 29.75 feet; thence S10°15'26"W 160.00 feet; thence N79°44'34"W 7.58 feet; thence S27°18'58"W 484.47 feet; thence N63°08'03"E 16.96 feet; thence S26°51'57"E 160.00 feet; thence S63°08'03"W 96.60 feet; thence S70°35'46"W 112.27 feet; thence S24°05'51"E 114.48 feet; thence N63°08'36"E 22.95 feet; thence S26°51'45"E 160.24 feet; thence N63°08'19"E 163.48 feet; thence S26°51'41"E 80.00 feet to the Easterly Corner of Lot 230, OLD MILL P.U.D. Phase 2, according to the Official Plat thereof on file in the Office of the Tooele County Recorder; thence along said plat the following (3) three courses: 1) S63°08'19"W 140.58 feet; 2) S26°51'41"E (plat: S26°51'57"E) 82.00 feet; 3) S54°40'48"E (plat: S54°41'04"E) 9.84 feet to the northerly right-of-way line of Porter Way as described and dedicated as part of STARSIDE PHASE 2-PARCEL 9 P.U.D., according to the Official Plat thereof on file in the Office of the Tooele County Recorder; thence S62°48'02"W (plat: S62°47'46"W) along said plat 270.65 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.70 feet through a central angle of 90°32'03" Chord: N71°55'57"W 21.31 feet; thence N26°39'55"W 59.32 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'00" Chord: N 18°20'05"E 21.21 feet; thence N26°39'55"W 80.00 feet; thence S63°20'05"W 153.87 feet; thence N00°49'35"W 571.61 feet to the point of beginning.

And also a portion of the NW1/4 of Section 16, Township 2 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located S89°42'06"W along the Section line 596.01 feet and South 716.71 feet from the North 1/4 Corner of Section 16, T2S, R4W, SLB&M; thence S26°39'55"E 60.16 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.42 feet through a central angle of 89°27'57" Chord:

S18°04'03"W 21.11 feet to the northerly right-of-way line of Porter Way as described and dedicated as part of STARSIDE PHASE 2-PARCEL 9 P.U.D., according to the Official Plat thereof on file in the Office of the Tooele County Recorder; thence S62°48'02"W along said right-of-way and extension thereof 222.61 feet; thence N27°10'09"W 18.60 feet; thence S62°34'10"W 21.27 feet; thence Northeasterly along the arc of a non-tangent curve to the left having a radius of 194.00 feet (radius bears: N45°51'46"W) a distance of 82.40 feet through a central angle of 24°20'06" Chord: N31°58'12"E 81.78 feet; to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 114.00 feet a distance of 86.62 feet through a central angle of 43°31'56" Chord: N41°34'07"E 84.55 feet; thence N63°20'05"E 95.54 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'00" Chord: S71°39'55"E 21.21 feet to the point of beginning.

Tax Id No.: 05-027-0-0029, 05-034-0-0064, 05-034-0-0081, 05-034-0-0104, 05-034-0-0105 and 05-034-0-0106

Parcel 2

Proposed WILD HORSE RANCH PHASE 14 SUBDIVISION, being more particularly described as follows:

A portion of the SW1/4 & SE1/4 of Section 9 and the NW1/4 & NE1/4 of Section 16, Township 2 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located S89°42'06"W along the Section line 303.99 feet and South 169.32 feet from the North 1/4 Corner of Section 16, T2S, R4W, SLB&M; thence N26°51'57"W 160.00 feet; thence S63°08'03"W 16.96 feet; thence N27°18'58"E 484.47 feet; thence S79°44'34"E 7.58 feet; thence N10°15'26"E 160.00 feet; thence N79°44'34"W 29.75 feet; thence along the arc of a curve to the left with a radius of 130.00 feet a distance of 7.69 feet through a central angle of 03°23'24" Chord: N81°26'16"W 7.69 feet; thence N06°52'01"E 268.49 feet to the Southerly line of that Real Property described in Deed Entry No. 329649 of the Official Records of Tooele County; thence along said deed the following (4) four courses: 1) S74°38'58"E 35.53 feet; 2) S45°00'50"E 114.41 feet; 3) East 248.35 feet; 4) S73°30'11"E 25.62 feet; thence S05°05'45"W 191.55 feet; thence S83°46'15"W 47.38 feet; thence S17°11'43"E 149.43 feet; thence S79°40'24"W 11.64 feet; thence S63°08'03"W 11.25 feet; thence S26°51'57"E 100.00 feet; thence N63°08'03"E 30.22 feet; thence S26°51'57"E 160.00 feet; thence S63°08'03"W 736.69 feet to the point of beginning.

Tax Id No.: 05-027-0-0029, 05-034-0-0081 and 05-034-0-0104

Parcel 3

Proposed WILD HORSE RANCH PHASE 15 SUBDIVISION, being more particularly described as follows:

A portion of the SE1/4 of Section 9 and the NW1/4 & NE1/4 of Section 16, Township 2 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located S89°42'06"W along the Section line 496.06 feet and South 249.27 feet from the North 1/4 Corner of Section 16, T2S, R4W, SLB&M; thence N70°35'46"E 112.27 feet; thence N63°08'03"E 974.27 feet; thence S26°51'57"E 13.79 feet; thence N63°08'03"E 100.00 feet; thence S26°51'57"E 146.17 feet; thence S63°08'36"W 19.49 feet; thence S26°51'57"E 100.14 feet; thence S63°08'19"W 65.51 feet; thence S26°51'41"E 80.00 feet to the Northwesterly line of OLD MILL P.U.D. Phase 1, according to the Official Plat thereof on file in the Office of the Tooele County Recorder; thence along said plat S63°08'19"W 919.70 feet to and along the Northwesterly line of OLD MILL P.U.D. Phase 2, according to the Official Plat thereof on file in the Office of the Tooele County Recorder; thence N26°51'41"W 80.00 feet; thence S63°08'19"W 163.48 feet; thence N26°51'45"W 160.24 feet; thence S63°08'36"W 22.95 feet; thence N24°05'51"W 114.48 feet to the point of beginning.

Tax Id No.: 05-027-0-0029, 05-034-0-0081 and 05-034-0-0104

**EXHIBIT B**

(Stansbury Park Improvement District Property Legal Description)

CARROLL: B-1-10

BEGINNING AT A POINT WHICH IS SOUTH 89°42'13" WEST 1069.13 FEET AND SOUTH 0°17'47" EAST 89.58 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING, THENCE NORTH 61°07'23" EAST 233.49 FEET; THENCE NORTH 38°54'19" EAST 423.82 FEET; THENCE NORTH 39°18'34" EAST 153.58 FEET; THENCE SOUTH 50°41'26" EAST 54.70 FEET; THENCE SOUTH 27°20'06" WEST 585.85 FEET; THENCE SOUTH 08°56'30" WEST 341.29 FEET TO THE POINT OF BEGINNING.

CONTAINS 84,520 SQUARE FEET OR 1.940 ACRES.

When Recorded Return To:  
Stansbury Park Improvement District  
10 Plaza  
Stansbury Park, Utah 84770

Ent: 337932 - Pg 1 of 8  
Date: 2/2/2010 2:13 PM  
Fee: \$26.00 CREDIT CARD  
Filed By: LJ  
CALLEEN B PESHELL, Recorder  
Tooele County Corporation  
For: STANSBURY PARK IMPROVEMENT DI  
ST

## GRANT OF NONEXCLUSIVE TEMPORARY AND PERMANENT EASEMENTS

THIS GRANT OF NONEXCLUSIVE TEMPORARY AND PERMANENT  
EASEMENTS (the "Easement Agreement") is made and entered into as of the 1 day of  
~~December, 2009~~  
~~October, 2009~~ by and between LEUCADIA FINANCIAL CORPORATION, a Utah  
corporation ("Leucadia") and STANSBURY PARK IMPROVEMENT DISTRICT, a body  
corporate and politic under the laws of the State of Utah (the "Improvement District").

### RECITALS

A. [Concurrently with the execution of this Easement Agreement] Leucadia has  
conveyed the parcel of real property situated in Stansbury Park, Tooele County, Utah, which is  
more particularly described on Exhibit A attached hereto (the "Subject Parcel") to the  
Improvement District. The Improvement District will construct, use, operate and maintain a  
pond on the Subject Parcel.

B. Leucadia desires and intends to grant to the Improvement District and the  
Improvement District desires and intends to obtain an easement providing roadway access to and  
from the Subject Parcel.

C. Leucadia will be filing a subdivision plat (the "Plat") with respect to property  
[adjoining][in the vicinity of] the Subject Parcel. At such time as the plat is filed the major  
portion of the roadway access granted in this Easement Agreement will be replaced and  
superseded by a public road established and dedicated by the Plat and the easement granted  
herein will terminate in part. The balance of the roadway access easement granted herein will  
remain in effect.

NOW, THEREFORE, in consideration of the covenants, promises, obligations, and  
agreements set forth herein and for Ten Dollars and other good and valuable consideration, the  
receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

### 1. ROADWAY ACCESS EASEMENT.

1.1 Grant of Easements. Leucadia hereby grants to the Improvement District a  
nonexclusive easement for ingress and egress over and across the lands described on Exhibit B  
hereto (the "Roadway Access Easement") for the construction, use, maintenance and repair of a  
roadway providing pedestrian and vehicular access to and from the Subject Parcel. The Subject

Parcel and the Roadway Easement are shown on the drawing attached as Exhibit C hereto.

1.2 Partial Termination of Roadway Easement. The Roadway Access Easement shall continue in force until the recording of the Plat at which time the Roadway Access Easement shall automatically terminate as and to the extent reasonably replaced by a dedicated roadway established by the Plat. The remainder of the Roadway Access Easement shall continue in force. The Improvement District agrees to execute and deliver such documents as Leucadia may reasonably request for the purpose of partially terminating the Roadway Access Easement of record.

1.3 Covenants Run With the Land. Except to the extent terminated pursuant to Paragraph 1.2, the Roadway Access Easement: (a) shall constitute a covenant running with the land; (b) shall burden the lands described on Exhibit B and be binding upon every person having any fee, leasehold or other interest therein; and (c) shall benefit the Subject Parcel.

## 2. GENERAL

2.1 Notices. All notices and other communications with respect to this Easement Agreement shall be in writing and shall be sufficient for all purposes if personally delivered, or sent by certified or registered U.S. mail, return receipt requested, postage prepaid, and addressed to the respective party at the fax number and address set forth below or at such other address as such party may hereafter designate by written notice to the other parties as herein provided.

To the Improvement District: Stansbury Park Improvement District  
10 Plaza  
Stansbury Park, Utah 84770

To Leucadia: Leucadia Financial Corporation  
529 East South Temple  
Salt Lake City, Utah 84111  
Attn: \_\_\_\_\_

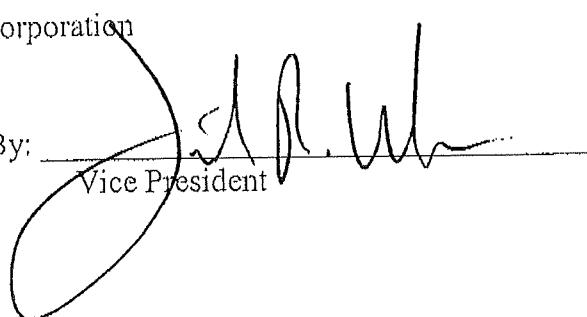
If personally delivered, notices and other communications under this Easement Agreement shall be deemed to have been given and received and shall be effective when personally delivered. If sent by fax and mail in the form specified in this section, notices and other communications under this Easement Agreement shall be deemed to have been given and received and shall be effective when faxed and deposited in the U.S. Mail, whichever shall first occur.

2.2 Entire Agreement. This Easement Agreement (including the exhibits attached hereto) constitutes the entire agreement between the parties hereto relative to the subject matter hereof. This Easement Agreement may not be amended or modified except in writing executed by the parties hereto.

2.3 Interpretation. This Easement Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

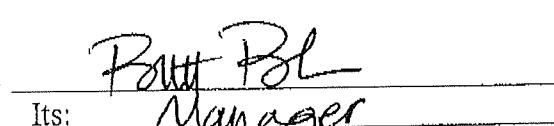
IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the day and year first above written.

LEUCADIA FINANCIAL CORPORATION, a Utah corporation

By: 

Vice President

STANSBURY PARK IMPROVEMENT DISTRICT

By: 

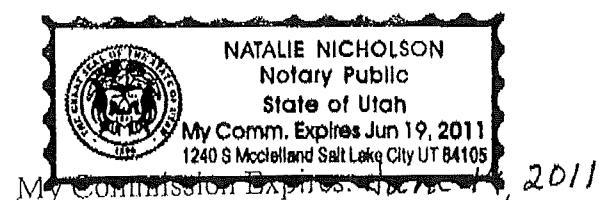
Its: Beth Bl

Manager

STATE OF UTAH )  
: ss

COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me on the 29<sup>th</sup> day of October,  
2009, by Justin R. Wheeler, the Vice President of Leucadia Financial Corporation.



Natalie Nicholson  
Notary Public  
Residing at Salt Lake City, Utah

STATE OF UTAH )  
: ss

COUNTY OF Tooele )

The foregoing instrument was acknowledged before me on the 12 day of October,  
2010, by Brett Palmer, the Manager of the Stansbury Park Improvement  
District.

Marilyn W Mann  
Notary Public  
Residing at 10 Plaza, Stansbury UT 84074

My Commission Expires:  
Feb. 7, 2012

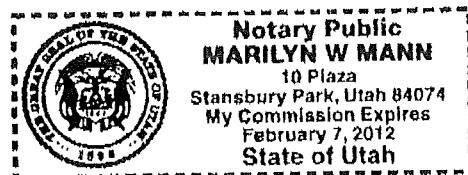


EXHIBIT A  
TO  
EASEMENT AGREEMENT

Subject Parcel

The following Parcel situation in Tooele County, Utah:

Tax Parcel No. 5-34-73

5-34-20

5-27-23

EXHIBIT B  
TO  
EASEMENT AGREEMENT

Roadway Access Easement

EXHIBIT C  
TO  
EASEMENT AGREEMENT

Drawing



CONSIDERATION  
OF AN INTERLOCAL  
AGREEMENT  
PROVIDING FOR AND  
CONFIRMING THE  
PREVIOUS TRANSFER  
TO AND ADMINISTRATION  
BY STANSBURY PARK  
IMPROVEMENT  
DISTRICT OF STANSBURY  
RECREATION  
SERVICE AREA  
AND STANSBURY  
GREENBELT SERVICE  
AREA WATER RIGHTS

CONSIDERATION  
AND ADOPTION  
OF A GREENBELT  
SERVICE AREA  
BANKED WATER  
RIGHT CREDIT  
PURCHASE AND  
BANKING  
AGREEMENT,  
AND AUTHORIZING  
EXECUTION OF THE  
DOCUMENT

**INTERLOCAL AGREEMENT**  
**Providing for and Confirming the Transfer and Administration of**  
**Stansbury Recreation Service Area and Stansbury Greenbelt Service Area Water Rights**

**THIS INTERLOCAL AGREEMENT** (“Agreement”), is made and entered into this 21<sup>st</sup> day of May, 2024, by and among **STANSBURY PARK IMPROVEMENT DISTRICT**, a body corporate and politic of the State of Utah (“SPID”), **STANSBURY GREENBELT SERVICE AREA**, originally designated as Tooele County Service Area No. 1, a body corporate and politic of the State of Utah (the “*Greenbelt Service Area*”), **STANSBURY RECREATION SERVICE AREA**, originally designated as Tooele County Service Area No. 2, a body corporate and politic of the State of Utah (the “*Recreation Service Area*”), and the **STANSBURY SERVICE AGENCY**, an interlocal agency and body corporate and politic of the State of Utah, organized under the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann. (the “*Interlocal Cooperation Act*”), by and between the Recreation Service Area and the Greenbelt Service Area (the “*Service Agency*”). SPID, the Recreation Service Area, the Greenbelt Service Area and the Service Agency are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

**RECITALS**

A. Terracor, a Utah corporation (“*Terracor*”), the original owner and developer of the planned community situated in north Tooele County known as Stansbury Park (“*Stansbury Park*”), filed for bankruptcy (the “*Terracor Bankruptcy*”), and was discharged of its obligations to Stansbury Park pursuant and subject to a Plan of Reorganization (the “*Bankruptcy Plan*”), approved by the Federal Bankruptcy Court in 1983.

B. The Stansbury Recreation Service Area and the Stansbury Greenbelt Service Area were created in connection with and at the time of the Terracor Bankruptcy for the purpose of taking title to certain real properties, facilities and other assets owned by Terracor and used by it in providing of certain recreation, park, greenbelt and related services within Stansbury Park. Pursuant to the Bankruptcy Plan under order of the Federal Bankruptcy Court: (i) the Recreation Service Area took title to the Stansbury Golf Course, maintenance building and pro shop, water wells known as Well A and Gordon Well No. 1, Stansbury Lake, the Stansbury clubhouse and swimming pool, tennis courts, and an undivided 50% interest (the other 50% {02271621-1}

interests being owned by SPID) in the office and shop space located at 10 Plaza, and all related assets, facilities and equipment (the “*Recreations Facilities*”), and assumed from Terracor the responsibility of owning, operating, maintaining and repairing said facilities and providing within Stansbury Park recreation and related services utilizing said properties and facilities; and (ii) the Greenbelt Service Area took title to all of the greenbelt and park properties within Stansbury Park (the “*Greenbelt Facilities*”), and assumed from Terracor the responsibility of owning, operating, maintaining, caring for and improving said facilities and providing within Stansbury Park open space and park services utilizing said properties and facilities. (The Recreation Service Area and the Greenbelt Service Area are sometimes referred to collectively herein as the “*Service Areas*”). The Recreation Facilities were transferred by Terracor to the Recreation Service Area, and the Greenbelt Facilities were transferred by Terracor to the Greenbelt Service Area, pursuant to and in conformance with the terms set forth in specific assumption agreements applicable to each entity.

C. The Service Agency was organized in 1992 for the purpose jointly operating, maintaining, repairing and improving the Recreation Facilities and the Greenbelt Facilities, and administering all recreation, greenbelt and park services to be provided within Stansbury Park utilizing said facilities, all under the governance of a combined board comprised of the boards of trustees of the two Service Areas.

D. Water rights owned by Terracor, of record at the Utah Division of Water Rights (the “*Division of Water Rights*”), in amounts sufficient for the irrigation, storage and operation of the Recreation Facilities and in providing the services utilizing said facilities were separately transferred by Terracor to the Recreation Service Area, and the water rights of record at the Division of Water Rights in amounts sufficient for the irrigation and operation of the Greenbelt Facilities and for use in providing the services utilizing said facilities were separately conveyed by Terracor to SPID, for and in behalf of the Greenbelt Service Area, all pursuant to the Bankruptcy Plan. The water rights transferred by Terracor to the Recreation Service Area and water rights transferred to SPID in behalf of the Greenbelt Service Area are as follows:

(1) Recreation Service Area - Water Right Nos. 15-2862, 15-2965, 15-2978, 15-3065 and 15-3256, which the Parties agree are cumulatively quantified at 850 acre-feet, subject to the terms and conditions set forth in each of the described water rights (the “*Recreation Water Rights*”).

(2) Greenbelt Service Area - Water Right Nos 15-976, 15-981, 15-982, 15-983, 15-424 (C5711, now WR No. 15-2979), which the Parties agree are cumulatively quantified at 172 acre-feet, subject to the terms and conditions set forth in each of the described water rights (the "*Greenbelt Water Rights*"). (The Recreation Water Rights and the Greenbelt Water Rights are sometimes referred to herein collectively as the "*Water Rights*")

E. It is acknowledged by the Parties and hereby confirmed that: (i) as approved by the boards of trustees of the Greenbelt Service Area and SPID, legal title to the Greenbelt Water Rights was transferred by Terracor to SPID for and in behalf of the Greenbelt Service Area, pursuant to the Bankruptcy Plan in 1983, and (ii) as approved by action of the boards of trustees of the Recreation Service Area, the Service Agency and SPID, legal title to the Recreation Water Rights was transferred by the Recreation Service Area and the Service Agency to SPID in 2008; however, no written agreements among the Recreation Service Area, the Greenbelt Service Area, the Service Agency and SPID, setting out the purpose and terms pursuant to which their respective water rights were transferred to SPID were ever formalized. The purpose and intent of this Agreement is to set forth and re-confirm the purpose, understanding and intent of the Parties and the terms governing the transfer and confirmation of the transfer of said water rights to SPID and the use of water thereunder.

**NOW, THEREFORE**, in consideration of the terms, covenants and conditions herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually and cooperatively agree as follows:

#### **AGREEMENT**

1. **INCORPORATION OF RECITALS.** The Recitals first set forth above are hereby incorporated into and made a part of this Agreement as though fully set forth herein.

2. **CONFIRMATION OF TRANSFER OF WATER RIGHTS.** The Parties hereby each understand and agree that it is in the best interest of the public served by each of the Parties, for the reasons stated in Section 4(a) herein, that the Water Rights owned by the Stansbury Recreation Service Area and the Stansbury Greenbelt Service Area, which were originally acquired by them pursuant to the Bankruptcy Plan

resulting from the Terracor Bankruptcy, should be transferred to and be held and administered by SPID, and that the previous transfer of the same to SPID as provided in the Recitals above, be approved and confirmed, with the acknowledgment and agreement that SPID hereby confirms and accepts the transfer of the Water Rights and agrees to hold and administer the same subject to the terms and conditions set forth in this Agreement, effective retroactively with respect to each of the water rights as of the date of transfer of each of the said water rights to SPID.

3. BENEFICIAL TITLE AND USE OF WATER UNDER THE WATER RIGHTS. Although legal title to all of the Water Rights is owned by SPID as a public water supplier, being authorized by order of the State Engineer for municipal use, as defined by the Division of Water Rights, within the service area of SPID (the boundaries of which contain all of the property within the legal boundaries of the Service Areas), it is the understanding and agreement of the Parties that the Recreation Service Area owns and holds beneficial title to the Recreation Water Rights, meaning that all rights to the use of water for municipal use thereunder belongs to and is reserved by SPID for the sole benefit of the Recreation Service Area upon and in connection with the properties it owns and for the services it provides as set forth herein; and that the Greenbelt Service Area owns and holds beneficial title to the Greenbelt Water Rights, meaning that all rights to the water for municipal use thereunder belongs to and is reserved by SPID for the sole benefit of the Greenbelt Service Area upon and in connection with the properties it owns and for the services it provides as set forth herein.

4. ADMINISTRATION OF THE WATER RIGHTS; SALE OF WATER RIGHT CREDITS.

(a) Administration of the Rights. It is acknowledged and agreed by the Parties that: (i) given SPID's expertise and experience in the law and the administration of water rights in regards to matters - pertaining to the Division of Water Rights; and (ii) given that SPID is the public water supplier for all of Stansbury Park and in such capacity owns, controls and is responsible for the operation, maintenance, repair and replacement of all wells and other sources of water supply (with the exception of the Gordon Well No. 1, Reserves Well, and Millpond Pump), pursuant to which water under the Water Rights is in fact diverted and delivered by SPID to the respective properties of the Recreation Service Area and the Greenbelt Service Area for use as provided herein; it is hereby mutually confirmed and agreed that SPID shall assume and be solely

responsible for the administration, management and protection of the Water Rights as the legal owner thereof, including, without limitation, the maintaining of the Water Rights in good standing with the Division of Water Rights, and the timely filing of requests for extension of time in filing proof of appropriation and the filing of proof when required. SPID shall keep the Service Areas fully advised, as appropriate, as to the standing and status of the Water Rights.

(b) Sale of Water Right Credits in the Event of Surplus Water Rights.

(1) It is agreed by the Parties that SPID shall be authorized to analyze whether, and to what extent, the quantity of Water Rights conveyed by Terracor to either the Recreation Service Area or the Greenbelt Service Area pursuant to the Bankruptcy Plan may be in excess of that required to satisfy the actual use requirements of either in connection with the Recreation Facilities and the Greenbelt Facilities, respectively, transferred to them pursuant to the Bankruptcy Plan. The extent of the surplus, if any, shall be calculated by SPID based upon metered water delivery and use data generated by it with respect to the quantity of water actually delivered and used under the Water Rights, as measured and analyzed by SPID over time - in comparison to the anticipated delivery and use requirements quantified by Terracor based upon the quantity of Water Rights determined to be needed at the time of conveyance of the Water Rights to the Service Area as set forth in the Bankruptcy Plan.

(2) In the event it is ever determined by SPID, as agreed-to by the Service Agency, that there is a surplus with respect to the Water Rights of either of the Service Areas, SPID shall have the authority, subject to the provisions of this Section, to transfer and sell, to one or more third-party developers of land within the boundaries of the applicable Service Area, beneficial interests in the Water Rights, represented by water right credits ("Water Right Credits") in such amounts as the two entities shall determine is appropriate. All Water Right Credits issued as provided herein must be banked with the District and used to satisfy the District's water dedication requirements in connection with the development of the third-party developer's land subject to and in conformance with the terms and provisions of a water credit purchase and banking agreement to be executed between the third-party developer and the District. The sale of Water Right Credits shall be subject to the following:

(A) Any third-party developer acquiring Water Right Credits shall be required to pay an acquisition fee in such amount as shall be determined from time-to-time, calculated at a set price per acre-foot, as determined by the Service Agency in its sole discretion multiplied by the number of acre-feet or Water Right Credits to be acquired by said third-party developer (the "*Water Right Credit Acquisition Fee*"). The amount of the Water Right Credit Acquisition Fee and all other terms and conditions pursuant to which the Water Right Credits may be sold shall be set forth in a Water Right Credit Purchase and Banking Agreement to be executed by and among the third-party purchaser of the Water Right Credits, the Service Agency acting in behalf of the Recreation Service Area or the Greenbelt Service Area, as the case may be, and SPID.

(B) The irrevocable consent of the Service Agency, acting in behalf of the Recreation Service Area or the Greenbelt Service Area, as the case may be, to the sale of Water Right Credits by SPID as provided for in this Subsection 4(b), and the authority of SPID to proceed with the purchase and sale transaction to effectuate the same, shall be made manifest and evidenced by the execution of the Water Right Credit Purchase And Banking Agreement by the Service Agency and SPID.

(C) Surplus Water Right Credits shall be offered for sale at such time, in such manner and according to such procedure as the Service Agency and the District shall at the time agree.

(D) All proceeds received from the sale of any Water Right Credits shall, at closing of the sale, be immediately paid over by SPID to the Service Agency for use by the Service Agency as it sees fit in its sole discretion, and SPID shall have no claim to or interest in said proceeds.

5. DELIVERY OF WATER UNDER THE WATER RIGHTS. Water under the Water Rights shall be delivered by SPID for use by the Service Areas at such points of delivery as shall be agreed-to by the Parties in conformance with and subject to all applicable rules, regulations and policies of SPID.

6. REIMBURSEMENT OF COSTS. All costs and expenses, of whatsoever kind or nature, incurred by SPID solely in connection with or involving the Water Rights, including, without limitation, costs incurred in the filing of requests of extension of time to file proof, the filing or proof of appropriation with the Division of Water Rights, the review and filing of appropriate protests in connection with newly-filed water  
{02271621-1}

right applications by third-parties affecting the Water Rights, and other administrative matters pertaining to the Water Rights, shall be reimbursed in full by the Service Agency to SPID as billed by SPID.

7. REVIEW OF WATER RIGHT RECORDS. The Service Areas shall upon reasonable request have the right, during normal business hours, to review and inspect all SPID records pertaining to the Water Rights, and SPID agrees to fully cooperate with the Service Areas with respect to the same.

8. FURTHER DOCUMENTS AND ACTS. Each of the Parties hereto agrees to cooperate in good faith with the other, and to execute and deliver such documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the intent of the Parties hereunder.

9. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all other prior agreements, understandings, statements, representations and warranties, oral or written, express or implied, by and among the Parties and their respective affiliates, representatives and agents in respect of the subject matter hereof.

10. AMENDMENTS. This Agreement may only be changed, modified or amended, in writing, upon agreement of the Parties.

11. NO THIRD PARTY BENEFIT. This Agreement shall not be deemed to create any right in any person who is not a Party (other than the permitted successors and assigns of a Party), and shall not be construed in any respect to be a contract, in whole or in part, for the benefit of any third party (other than permitted successors and assigns of a Party hereto).

12. CONSTRUCTION. This Agreement is the result of negotiations between the Parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or who's attorney) prepared the executed Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the

masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

13. PARTIAL INVALIDITY. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to the extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

14. COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute only one agreement. A signature received via facsimile or electronically via e-mail shall be as legally binding for all purposes as an original signature.

15. WAIVER. No consent or waiver, express or implied, by any Party to or of any breach or default by any other Party in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such other Party hereunder. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare any other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first Party of any of its rights hereunder.

16. NO SEPARATE LEGAL ENTITY. No separate legal entity is created by this Agreement.

17. DURATION. Pursuant to the provisions of Section 11-13-216 of the Interlocal Cooperation Act, this Agreement shall extend for a term of not to exceed 50 years, or a longer term as hereafter authorized by statute, and the term hereof may be extended upon formal action of the Parties.

18. ASSIGNMENT. No Party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed so long as the assignee thereof shall reasonably be expected to be capable and willing to perform the duties and obligations being assigned.

19. **INTERLOCAL COOPERATION ACT REQUIREMENTS.** In satisfaction of the requirements of the Interlocal Cooperation Act, the Parties agree as follows:

(a) Pursuant to the provisions of Section 11-13-202.5 of the Interlocal Cooperation Act, this Agreement shall be authorized and adopted by resolution of the board of trustees on behalf of SPID and the board of trustees on behalf of the Service Agency;

(b) Pursuant to the provisions of Section 11-13-202.5(3) of the Interlocal Cooperation Act, this Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party; and

(c) Pursuant to the provisions of Section 11-13-209 of the Interlocal Cooperation Act, executed copies of this Agreement shall immediately be deposited with and remain in the official records of SPID and the Service Agency during the effective term hereof.

20. **EFFECTIVE DATE.** This Agreement shall become effective upon a resolution duly adopted by the board of trustees of SPID and the board of trustees of the Recreation Service Area, the Greenbelt Service Area and the Agency and compliance with the provisions of Subsection 19(c) herein.

21. **AUTHORITY TO BIND.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and that upon the execution of this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the Party for whom such person is acting.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement effective as of the day and year first set forth above.

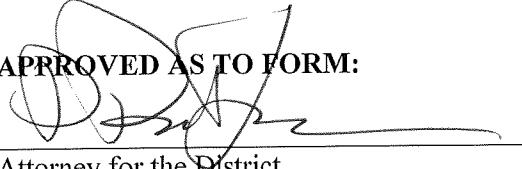
**(Signatures follow on the Succeeding Page)**

STANSBURY PARK IMPROVEMENT DISTRICT



\_\_\_\_\_  
Board Chair

APPROVED AS TO FORM:



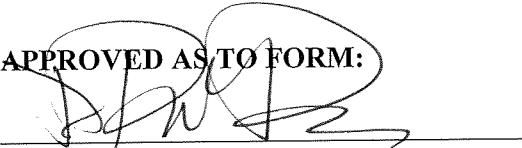
\_\_\_\_\_  
Attorney for the District

APPROVED AS TO FORM:



\_\_\_\_\_  
Attorney for the Service Area

APPROVED AS TO FORM:



\_\_\_\_\_  
Attorney for the Service Area

STANSBURY RECREATION SERVICE AREA



\_\_\_\_\_  
Board Chair

STANSBURY GREENBELT SERVICE AREA



\_\_\_\_\_  
Board Chair

**SERVICE AGENCY APPROVAL**

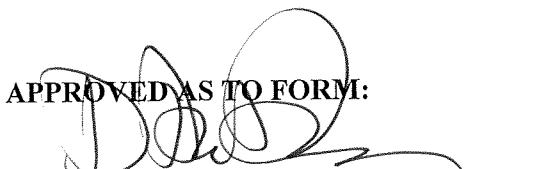
The Service Agency has read, understands and concurs with the terms, covenants and conditions set forth in this Agreement, and in its capacity as the operator and administrator of the Recreation Service Area and the Greenbelt Service Area, agrees to be bound by and operate and administer the Service Areas in conformance with this Agreement.

STANSBURY SERVICE AGENCY



\_\_\_\_\_  
Board Chair

APPROVED AS TO FORM:



\_\_\_\_\_  
Attorney for the Service Agency

# GREENBELT SERVICE AREA BANKED WATER CREDIT PURCHASE AND BANKING AGREEMENT

(Ivory Development)

THIS GREENBELT SERVICE AREA BANKED WATER CREDIT PURCHASE AND BANKING AGREEMENT (“Agreement”), is made and entered into effective as of this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between **STANSBURY PARK IMPROVEMENT DISTRICT**, a body corporate and politic of the State of Utah, #30 Plaza, Stansbury Park, Utah, 84074 (the “District”), **STANSBURY SERVICE AGENCY**, a Utah interlocal agency created under authority of the Utah Interlocal Cooperation Act (the “Service Agency”), and **IVORY DEVELOPMENT, LLC**, a Utah limited liability company, whose address is 978 EAST WOODOAK LANE, SLC, UT 84117 (“Ivory Development”). The District and Ivory Development are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

## RECITALS

A. The District was established, among other things, to accept, own and manage water and water rights and sources of water supply in providing municipal water service to its customers within the service area of the District. Typically, it is the policy of the District that water rights be dedicated to the District by the developers of real property who own and intend, in the near future, to develop real property located within the legal boundaries of the District. The water rights are to be dedicated, in advance, as a condition to water service from the District, consistent with the requirements of the District’s rules, regulations and policies (the “Rules and Regulations”). In such instances, the water rights are dedicated in exchange for a proportionate number of water credits which are issued by and banked with the District.

B. Terracor, the original developer of Stansbury Park, filed for bankruptcy and was discharged of all of its obligations to the community of Stansbury Park pursuant to a bankruptcy plan of reorganization approved by the bankruptcy court in 1983 (the “Bankruptcy Plan”). Under the Bankruptcy Plan, certain properties and facilities were conveyed by Terracor to Stansbury Service Area No. 1, now the Stansbury Greenbelt Service Area (the “Service Area”), which was created at the time of the Terracor bankruptcy. Inasmuch as the District was then the water service provider in Stansbury Park, the water rights appurtenant to the properties and facilities received from Terracor, as more particularly described in the Bankruptcy Plan, were conveyed to the District to be held for the use and benefit of the Service Area in connection with the properties and facilities conveyed to it (the “Bankruptcy Water Rights”).

C. The terms and conditions pursuant to which the Bankruptcy Water Rights were transferred to and held by the District have been memorialized in an Interlocal Agreement entered into between the Service Area and the District (the “Interlocal Agreement”). Under the Interlocal Agreement, the District owns legal title to the Bankruptcy Water Rights and the Service Area owns the beneficial title thereto. Further, under the terms of the Interlocal Agreement, the District is authorized to transfer and sell to one or more third-party developers of land within the District’s water service area banked water credits issued to represent any excess Bankruptcy Water Rights that may be determined by the District to exist within its portfolio of Bankruptcy Water Rights (“Service Area Banked Water Credits”), for use as provided in this Agreement, consistent with the provisions of the Interlocal Agreement. The Interlocal Agreement provides that all proceeds derived from the sale of Service Area Banked Water Credits shall belong to the Service Agency, which was created in 1992 pursuant to a separate interlocal agreement between the Service Area and the Stansbury Recreation Service Area to operate the facilities and act for and in behalf of the two service areas.

D. The District, after careful analysis, has now determined that in the portfolio of Bankruptcy Water Rights which were conveyed by Terracor to SPID for and in behalf of the Service Area under the Bankruptcy Plan, there in fact exists a limited number of water rights in excess of the water rights necessary to satisfy the actual use requirements of the properties and facilities to which said water rights were appurtenant at the time the Bankruptcy Plan was approved, against which Service Area Banked Water Credits may be issued by the District.

E. Ivory Development owns certain land located in the area of Stansbury Park, Utah, as more particularly described in EXHIBIT "A" hereto (the "**Property**"), which is situated within the service area of the District. Ivory Development plans in the near future to develop a real estate project on the Property (the "**Project**"), and desires to receive water service from the District for the entirety of the Project.

F. In lieu of dedicating water rights as typically required by the District, Ivory Development desires to purchase from the District a certain number of the Service Area Banked Water Credits, and the District is willing to sell and issue to Ivory Development said banked water credits, all subject and pursuant to the terms and conditions of this Agreement, the Interlocal Agreement and all applicable policies, rules and regulations of the District.

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

#### AGREEMENT

1. **Sale and Purchase of Service Area Banked Water Credits; Use.** Subject to and in conformance with the terms and provisions of this Agreement, the District hereby agrees to sell and Ivory Development hereby agrees to purchase a portion of the Service Area Banked Water Credits in an amount representing Twelve (12) acre-feet of water (the "**Ivory Banked Water Credits**"), which are to be held by Ivory Development and redeemed pursuant to the terms of this Agreement in satisfaction of the District's water right dedication requirements for the Project.

2. **Purchase Price and Payment.** The purchase price to be paid by Ivory Development to the District for the Ivory Banked Water Credits (the "**Purchase Price**") shall be \$30,000.00 per acre-foot of Ivory Banked Water Credits for a total amount due of THREE HUNDRED SIXTY THOUSAND DOLLARS (\$360,000.00). The total amount of the Purchase Price shall be paid, by wire transfer, in full at Closing as defined herein.

3. **Closing.** The transaction contemplated herein for the purchase of the Ivory Banked Water Credits shall close at a location, date and time to be mutually agreed upon by the Parties. The terms "Close," "Closing Date" and "Closing" are used herein to mean the date or dates the instrument confirming the issuance of Ivory Banked Water Credits is delivered by the District to Ivory Development, for which final payment of the Purchase Price therefor is paid by Ivory Development to the District.

(a) **Ivory Development's Closing Deliveries.** At Closing, Ivory Development shall deliver or cause to be delivered to the District: (i) payment in full of the Purchase Price, and (ii) such documents as may be reasonably required by the District evidencing the authority of Ivory Development to consummate the transaction contemplated at the Closing.

(b) The District's Closing Deliveries. At Closing, in exchange for payment of the Purchase Price, the District shall deliver to Ivory Development: (i) a Statement of Issuance of Ivory Banked Water Credits and acknowledgment of Payment evidencing that the District has issued the Ivory Banked Water Credits representing 12 acre-feet of water on the books and records of the District, and (ii) such other documents as may reasonably be required by Ivory Development evidencing the authority of District to consummate the transaction contemplated at Closing.

(c) Issuance and Vesting of Ivory Banked Water Credits. The Ivory Banked Water Credits shall be entered on the District's water right credit account records as provided in Section 8 herein, and Ivory Development's rights and interests therein shall vest as of Closing.

#### 4. **Reimbursement of District Costs and Expenses.**

(a) Ivory Development shall be required to reimburse the District for any and all costs and expenses incurred by the District in the preparation of this Agreement, and all proceedings, resolutions and other documentation required in effectuating this transaction including, without limitation, all costs and expenses incurred for attorneys, engineers, accountants and consultants' services, which obligation shall continue until such time as 100% of the Ivory Banked Water Credits issued to Ivory Home have been tendered to the District in conformance with the requirements of Section 9 herein.

(b) Immediately upon the execution hereof, Ivory Development shall deposit with the District the sum of \$5,000.00 as a deposit to be drawn upon in the event of non-payment of costs and expenses by Ivory Development as required pursuant to this Agreement (the "**Deposit**").

(c) Ivory Development shall reimburse the District for all costs and expenses incurred by the District within thirty (30) days of the District's invoice. In the event Ivory Development shall fail to timely pay the amount due under any invoice, the District shall draw against the Deposit in an amount equal to the unpaid invoice. In the event the Deposit is insufficient to pay an unpaid invoice, any unpaid amount shall be and remain due and payable and interest shall accrue thereon at the rate of 12% per annum until paid in full. In the event the District is required to draw against the Deposit, Ivory Development shall be required to replenish the Deposit to the full amount within ten (10) days of receipt of notice from the District. Any amounts remaining on Deposit after all of the Ivory Banked Water Credits have been tendered shall be returned by the District to Ivory Development.

(d) Reimbursement of all costs and expenses incurred by the District shall be paid in full prior and as an express condition precedent to the District's acceptance of Ivory Home's tender of the Ivory Banked Water Credits for purposes of the Project as provided for in Section 9 herein.

#### 5. **Representations of Ivory Development Regarding the Development of Property.**

Ivory Development hereby affirmatively represents, as of the effective date of this Agreement: (i) that Ivory Development intends to develop the Property; (ii) that the Ivory Banked Water Credits shall attach to and be tendered for use in connection with the development of the Property pursuant to the provisions of Section 9 herein, and (iii) that the Ivory Banked Water Credits shall be tendered to the District in anticipation of the future development of said property within the Term hereof as defined in Section 9(c). In the event of an assignment of an ownership interest in the Ivory Banked Water Credits pursuant to the provisions of Section 11 herein, the assignee of the Ivory Banked Water Credits may substitute other property in the place of all or a portion of the Property, as described in and pursuant to the terms of said assignment. (All terms and provisions hereof pertaining to the Property and the Ivory Banked Water Credits shall all apply to any substitute property in the event of an assignment.)

6. **Issuance of Ivory Banked Water Credits.** The Ivory Banked Water Credits shall be issued to Ivory Development, subject to and in conformance with the following:

(a) In Satisfaction of Water Right Impact Fee/Dedication Requirements. Ivory Banked Water Credits issued to Ivory Development shall upon tender be applied as credit in full and final satisfaction of the water right exaction requirements that would otherwise be imposed upon Ivory Development as a condition to receiving municipal water service from the District, including, without limitation, the obligation to pay Water Right Impact Fees and/or dedicate water rights as required pursuant to the Rules and Regulations as currently adopted or as may be amended from time-to-time (collectively, the “**Water Right Exaction Requirements**”).

(b) Quantification of Ivory Banked Water Credits. The Ivory Banked Water Credits initially issued hereunder, shall represent credit for 12 acre-feet of water. The water right dedication requirement under the District’s water right exaction policy, as to which the Ivory Banked Water Credits are to be allocated and quantified for tender to the District upon development of the Property, has been derived and quantified by the District based upon numerous reports, studies, evaluations, measurements and other data collected and analyzed by the District and its consulting engineer, and is calculated using the following standard formula:

(1) Single Family Residential Development Water Right Requirements (Including Indoor and Outdoor Use). The water right requirements for all single family residential developments shall be evaluated and calculated as follows:

Lot Size (sq. ft.)	Indoor Water Right Requirement Per Lot (Ac-Ft)	Outdoor Water Right Requirement Per Lot (Ac-FT)
5,000-7,499		0.19 – 0.29
7,500-9,999		0.32 – 0.43
10,000-15000		0.44 – 0.66
15,001-22,000	0.32	0.72 – 1.05
22,001-30,000		1.27*
30,001-43,560		

\* Lots that are 22,001 s.f (approximately 1/2 ac), and larger, are capped 0.45 acres of irrigation per lot, i.e. not more than 0.45 acres of the lot area of each lot may be irrigated using water provided by the District. Refer to SPID’s 2019 Water Rights Policy Adopted December 17, 2019 describing in more detail the basis for water rights calculations.

(2) High Density Residential and Non-Residential Development Water Right Requirements (including Indoor and Outdoor Use).

(A) INDOOR WATER USE REQUIREMENTS. The indoor water right requirements for all high density residential and non-residential developments will be evaluated and calculated on a case-by-case basis. The Developer will submit to the District data containing actual water meter readings for facilities of similar use and size documented over a minimum period of two (2) full years. The District will evaluate the data to establish a reliable indoor demand for the Project. If water

data is not available, or if the data submitted is insufficient, or otherwise unsatisfactory to the District, as determined by it in its sole discretion, the District will compute the amount of water rights that would be required to be dedicated to satisfy the indoor water use demands of the Project based upon the measured indoor use data evaluated and set forth in the District's 2019 Water Rights Policy, dated November 19, 2019.

(B) OUTDOOR WATER USE REQUIREMENTS. With respect to the outdoor water right requirements for all high density residential and non-residential developments, the Developer will submit to the District, a detailed landscape plan prepared by a qualified engineer or landscape architect, and/or a subdivision plat prepared by a qualified engineer which describes the acreage reasonably anticipated to be irrigable within the Project. The District will compute the amount of water rights to be dedicated to satisfy the irrigation use demands of the Project based upon said plan or plat calculated at the rate of 4.0 Ac-Ft per irrigable acre.

## 7. Representations and Warranties.

(a) Ivory Development's Representations and Warranties. Ivory Development, having obtained advise or otherwise having had the opportunity of obtaining the advice of legal counsel, hereby represents and warrants to the District as follows:

(1) Ivory Development has read and is familiar with, understands and agrees with all terms, covenants and conditions herein set forth and agrees that this Agreement is binding and enforceable against Ivory Development in accordance with its terms.

(2) Ivory Development: (i) hereby recognizes the authority of the District to establish a water right exaction policy and to quantify the Ivory Banked Water Credits accordingly; (ii) understands the methodology of the District's water right exaction policy in quantifying the number of Ivory Banked Water Credits to be dedicated in connection with the development of the Property, and acknowledges that the District's water right exaction policy has been set by the District in good faith; (iii) hereby accepts and agrees to be bound by the District's water right exaction policy as set forth above and the quantification of Ivory Banked Water Credits pursuant thereto as set forth herein; and (iv) affirmatively waives any right to challenge or seek other recourse as to the validity, fairness and proportionality of the District's water right exaction policy to be used in the quantification of the Ivory Banked Water Credits required to be tendered hereunder as set forth herein.

(3) The execution, delivery and performance of this Agreement by Ivory Development has been duly and validly authorized by all necessary action and proceedings, such that no further action or authorization is necessary on the part of Ivory Development with respect to the transactions contemplated pursuant hereto.

(b) District's Representations and Warranties. The District hereby represents and warrants to Ivory Development as follows:

(1) This Agreement is binding and enforceable against the District in accordance with its terms, and the execution, delivery and performance of this Agreement by the District has been duly and validly authorized by all necessary action and proceedings, such that no further action or authorization is necessary on the part of the District with respect to the transactions contemplated pursuant hereto.

(2) The District will not sell, assign, encumber, hypothecate or otherwise transfer the Ivory Banked Water Credits to any person other than Ivory Development, subject to and in conformance with the terms and provisions of this Agreement.

(3) Subject to the satisfaction of the terms and conditions set forth in this Agreement, the District shall have the ability to fully service all lots and properties for which Ivory Banked Water Credits are tendered pursuant to this Agreement, and will perpetually maintain such ability for the benefit of Ivory Development and its successors-in-interest.

**8. Official Record of Service Area Banked Water Credits.** Ivory Banked Water Credits shall be held and accurately accounted for by the District in a separate Water Right Credit Account maintained by the District in behalf of Ivory Development. The District's internal water right credit account records shall be the official record of Ivory Development's ownership of Ivory Banked Water Credits and the amount of said credits held by Ivory Development.

**9. Tender of Service Area Banked Water Credits for the Project.** In conformance with the terms and conditions of this Agreement, Ivory Banked Water Credits may be tendered in connection with the Project by Ivory Development to the District, in conformance with the following:

(a) Reimbursement of District Costs and Expenses. In conformance with the requirements of Section 4 herein, reimbursement and payment in full by Ivory Development of any and all costs and expenses incurred by the District shall be required prior and as an express condition precedent to the acceptance of the tender by the District.

(b) Ivory Banked Water Credits Tender Requirements. Ivory Development shall tender to the District the required amount of Ivory Banked Water Credits necessary for the Project to which the Ivory Banked Water Credits are to be applied in satisfaction of the Water Right Exaction Requirements for the Property. The tendered amount of Ivory Banked Water Credits shall be deducted from the previous balance of Ivory Banked Water Credits of record, if any, and the District shall thereupon send an account statement acknowledging its approval and acceptance of the tendered Ivory Banked Water Credits and setting forth the number of Ivory Banked Water Credits, if any, which remain vested in Ivory Development.

**10. Right to Water Service Upon Tender of Ivory Banked Water Credits.** Upon tender of Ivory Banked Water Credits and acceptance of the same by the District, Ivory Development shall be entitled to connect to the District's water system and receive water service from the District on the Property to which the tendered Ivory Banked Water Credits are applied, subject to this Agreement and all applicable Rules and Regulations, in the same manner and on the same basis as any other customer of the District.

**11. Assignment of Ivory Banked Water Credits.** All or any portion of the Ivory Banked Water Credits shall be fully assignable, without restriction, for use on the Property (including the lands described in Exhibit A or any substitute lands within the service area of the District to which the Ivory Banked Water Credits may attach pursuant to an assignment as provided herein), including, without limitation, an assignment thereof to any banking, mortgage or other financial institution as collateral or other security in connection with loan transactions involving Ivory Development, subject to the following:

(a) Reimbursement of District Costs. Ivory Development shall be required to pay any and all costs and expenses incurred by the District, including costs for legal, accounting and other consultants' services in connection with the assignment of the Ivory Banked Water Credits, which shall be paid in full, as billed by the District, prior and as an express condition precedent to the authorization of the assignment by the District.

(b) Assignment Authorized; Requirements. Ivory Development may assign its rights and interests hereunder to a successor-in-interest. An assignment shall be accomplished through the execution of an Assignment of Ivory Ownership Interest ("Assignment"), in the form attached as EXHIBIT "B" hereto. The Assignment shall, among other things, (i) identify the assignee, (ii) set forth the amount of Ivory Banked Water Credits assigned, (iii) acknowledge that any portion of the Ivory Banked Water Credits not assigned shall remain in force and effect under Ivory Development's account, (iv) affirm that the assignee takes the interest in the Ivory Banked Water Credits subject to the terms, provisions and conditions of this Agreement, and (v) provide a legal description and map of any substitute property within the District to which the Ivory Banked Water Credits shall attach pursuant to the assignment as designated by the Assignee. The Assignment shall be signed by Ivory Development and the transferee, with said signatures being duly acknowledged by a notary public. The authorization of the assignment by the District and the receipt for payment in full of all costs and expenses required to be paid by the transferor as a condition to the District's authorization shall be manifested and confirmed by the signature of the District Manager on the Assignment. Subsequent to the execution of the Assignment by the District, the District will provide to Ivory Development an account statement verifying the amount of Ivory Banked Water Credits, if any, that remains vested in Ivory Development subsequent to the Assignment.

12. **Default.** The failure by Ivory Development to observe and perform any of the terms and provisions of this Agreement, where the failure to perform shall continue for a period of ten (10) days after written notice from the District, shall constitute a material default in breach of this Agreement by Ivory Development; however, in event the default is such that it cannot be cured within said ten day period, there shall be no event of default if Ivory Development shall commence to cure the default with the ten day period and proceeds thereafter to cure the default with all possible diligence, and the default is cured within a reasonable period. In the event the default is not cured as provided herein, the District shall have, in its sole and absolute discretion, the right to elect to terminate this Agreement upon the delivery of written notice thereof by the District to Ivory Development, or to continue to enforce this Agreement and seek any legal or equitable remedies for breach. In the event the District elects to terminate this Agreement, the District shall also have the right to seek damages and other legal and/or equitable remedies recoverable at law which are caused by or result from Ivory Development's default.

13. **Compliance with the Rules and Regulations.** Except as otherwise provided herein, Ivory Development shall comply with and abide by all other requirements of the Rules and Regulations incident to the development of the Property within the District including, without limitation, the execution of a Development Agreement, submittal of required applications, and the payment of all applicable deposits, development fees, reservation fees, water service fees and other fees and charges duly imposed by the District.

14. **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by the District and Ivory Development shall be in writing and shall be validly given or made to the other Party if served either personally or if deposited in the United States mail, certified or registered, or postage prepaid, return receipt requested or if sent by electronic transmission. If such notice, demand or other communication be served personally or by electronic transmission, service shall be conclusively deemed at the time of such personal service or transmission. If such notice, demand or other communication be served by mail, such notice shall be conclusively deemed given two business days after the deposit thereof in the United States mail addressed to the Party to whom such notice, demand or other communication is to be given, at the addresses first set forth above. Either Party hereto may change its address for the purpose of receiving notices, demands and other communications as herein provided by a written notice given in

the manner aforesaid to the other Party.

## 15. Miscellaneous Provisions.

(a) Modification or Amendments. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by the Parties hereto.

(b) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors-in-interest and assigns.

(c) Integration. This Agreement constitutes the entire understanding and agreement of the Parties and any and all prior agreements, understandings or representations are hereby terminated, canceled and superseded, in their entirety, and are of no force and effect.

(d) No Waiver; Preservation of Remedies. No consent or waiver, express or implied, by any Party to or of any breach or default by any other Party in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such other Party hereunder. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare any other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first Party of any of its rights hereunder. The rights and remedies of the Parties are cumulative and are not exclusive of any rights or remedies that any Party may otherwise have at law or equity.

(e) Applicable Law. This Agreement shall, in all respects, be governed and interpreted by the laws of the State of Utah.

(f) Severability. If any material term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, either Party may elect to terminate this Agreement.

(g) No Obligation to Third-Parties. This Agreement is not intended to be a contract for the benefit of third-parties, and shall not be deemed to confer any rights upon any person or entity other than the Parties to this Agreement, nor obligate the Parties to this Agreement to any person or entity other than the Parties to this Agreement.

(h) Attorney's Fees. In the event that this Agreement or any provision hereof shall be enforced by an attorney retained by a Party hereto, whether by suit or otherwise, the fees and costs of such attorney shall be paid by the Party who breaches or defaults hereunder, including fees and costs incurred upon appeal or in bankruptcy court.

(i) Construction. This Agreement is the result of negotiations between the Parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party or the Party's attorney who prepared the executed Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

(j) Waiver of Jury Trial. To the fullest extent permitted by law, each of the Parties hereto expressly and knowingly waives any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement, the transactions contemplated hereby, or the actions of such party in the negotiation, administration, performance and enforcement hereof. Each Party further waives any right to consolidate any action in which a jury trial cannot be or has not been waived. This provision shall survive any termination of this Agreement.

(k) Warranty of Authority. The individuals executing this Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first above written.

**IVORY DEVELOPMENT**, a Utah corporation

By: \_\_\_\_\_  
Its:

**STANSBURY PARK IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
District Manager

**STANSBURY SERVICE AGENCY**

By: \_\_\_\_\_  
Agency Manager

**ACKNOWLEDGEMENTS**

STATE OF UTAH      )  
                          ss.  
County of \_\_\_\_\_ )

On the day of \_\_\_\_\_, 2024, personally appeared before me \_\_\_\_\_, of Ivory Development, a Utah corporation, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the foregoing Agreement, and who acknowledged that he executed it in behalf of Ivory Development.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH )  
: ss.  
County of Tooele )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me, Brett Palmer, who being by me duly sworn, did say that he is the District Manager of Stansbury Park Improvement District, and that the foregoing Agreement was signed on behalf of said District, and that said officer acknowledged to me that said District executed the same.

NOTARY PUBLIC

STATE OF UTAH )  
: ss.  
County of Tooele )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me, Jim Hanzelka, who being by me duly sworn, did say that he is the Manager of Stansbury Service Agency, and that the foregoing Agreement was signed on behalf of said Agency, and that said officer acknowledged to me that said Agency executed the same.

---

**NOTARY PUBLIC**

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE IVORY DEVELOPMENT PROPERTY**

**EXHIBIT "B"**

**ASSIGNMENT FORM**

**ASSIGNMENT OF OWNERSHIP INTEREST  
IN BANKED IVORY BANKED WATER CREDITS**

**Total Ivory Banked Water Credits on Account \_\_\_\_\_**

**THE UNDERSIGNED**, Ivory Development, LLC, a Utah limited liability company ("Ivory Development"), owner of certain Banked Water Credits issued by Stansbury Park Improvement (the "District"):

Ivory Development ("Assignor"), whose address is 978 East Woodoak Lane, Salt Lake City, Utah 84117 hereby assigns and transfers to:

Assignee's Name: \_\_\_\_\_ ("Assignee")  
Assignee's Address: \_\_\_\_\_

all of Assignor's right, title, estate and interest in and to a \_\_\_\_\_ acre-feet of Ivory Banked Water Credits owned by Ivory Development as set forth in the banked water right credit account records of the District. The District hereby authorizes this assignment, and Ivory Development and the District hereby acknowledge and agree that \_\_\_\_\_ acre-feet of Ivory Banked Water Credits owned by Ivory Development which have not been assigned hereunder, shall remain in force and effect under Ivory Development's account.

Assignee represents, acknowledges and agrees that it takes the interest in the Ivory Banked Water Credits assigned hereby subject to the terms, provisions and conditions of the original Service Area Banked Water Credit Purchase and Banking Agreement pursuant to which the Ivory Banked Water Credits were initially issued, dated \_\_\_\_\_, 20\_\_\_\_, by and between Ivory Development and Stansbury Park Improvement District, a copy of which is attached as EXHIBIT "A" hereto (the "Original Agreement"). As of the effective date of this Assignment, the Assignee hereby represents that Assignee owns and intends to develop that certain real property within the District more particularly described and shown in the map attached as EXHIBIT "B" hereto, and that the Ivory Banked Water Credits assigned herein shall attach to and be tendered for use in connection with the development of said property, and that Assignee has read, understands, and agrees to be bound and abide by all of the terms, covenants and conditions set forth in the Original Agreement.

The execution of this Assignment by the District further acknowledges payment of all costs and expenses incurred by the District in connection with the assignment of Ivory Banked Water Credits by Ivory Development as set forth herein, which have been paid as a condition to the District's approval of the assignment, in the amount set forth below.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**IVORY DEVELOPMENT, LLC, ASSIGNOR**

**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_

\_\_\_\_\_, **ASSIGNEE**

**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_

**AUTHORIZED BY STANSBURY PARK  
IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Its: District Manager

**Acknowledgment and Receipt for  
Payment of Costs**

Amount Due and Paid - \$ \_\_\_\_\_

**EXHIBIT "A"**  
**To Assignment of Ivory Development LLC Ownership Interest**

**COPY OF ORIGINAL WATER BANKING AGREEMENT**

**EXHIBIT "B"**  
**To Assignment of Ivory Development LLC Ownership Interest**

**LEGAL DESCRIPTION AND MAP OF PROPERTY  
TO WHICH ASSIGNED IVORY BANKED WATER CREDITS ATTACH**

## STANSBURY PARK IMPROVEMENT DISTRICT

### Resolution No. 2024 -5

#### **A RESOLUTION ADOPTING THAT CERTAIN INTERLOCAL AGREEMENT PROVIDING FOR AND CONFIRMING THE TRANSFER AND ADMINISTRATION OF THE WATER RIGHTS ORIGINALLY OWNED BY THE STANSBURY RECREATION SERVICE AREA AND STANSBURY GREENBELT SERVICE AREA**

WHEREAS, pursuant to the relevant provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Act”), public agencies, including Stansbury Park Improvement District (the “District”), are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS, the District, the Stansbury Recreation Service Area (the “Recreation Service Area”), the Stansbury Greenbelt Service Area (the “Greenbelt Service Area”) and the Stansbury Service Agency (the “Service Agency”), are all “public agencies” as defined for purposes of the Act; and

WHEREAS, after careful analysis and consideration of relevant information, the District desires to enter into an interlocal agreement with the Recreation Service Area, the Greenbelt Service Area and the Service Agency providing for the transfer and the confirmation of the transfer of the water rights originally owned by the Recreation Service Area and the Greenbelt Service Area to the District pursuant to the terms, covenants and conditions set forth in that certain *Interlocal Agreement Providing for the Transfer and Administration of Stansbury Service Area and Stansbury Greenbelt Service Area Water Rights*, substantially in the form attached as EXHIBIT “A” hereto (the “Interlocal Agreement”); and

WHEREAS, Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of each public agency party to the interlocal agreement, in this case being the District’s board of trustees (the “Board”).

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, by the Board, as follows:

1. The Interlocal Agreement is hereby approved and the Board Chair is hereby authorized to execute the same for and on behalf of the District. The Interlocal Agreement is approved with such additions, modifications, deletions or other changes as may be deemed necessary or appropriate and approved by the Chair, and the District’s legal counsel, whose execution thereof on behalf of the District shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and/or other changes incorporated therein.

2. Pursuant to Section 11-13-202.5 of the Act, the Interlocal Agreement has been submitted to legal counsel of the District for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Act and upon full execution of the Interlocal Agreement, a duly executed original counterpart thereof shall be filed immediately with the District clerk, the keeper of records of the District.

4. Upon full execution of the Interlocal Agreement, the District clerk shall, on behalf of the District, and the Service Agency clerk on behalf of the Recreation Service Area, the Greenbelt Service Area and the Service Agency, publish or cause to be published a notice of the Interlocal Agreement in accordance with Section 11-13-219 of the Act. The District clerk shall make a copy of the Interlocal

Agreement available for public inspection and copying at the District's offices and the Service Agency clerk shall make a copy of the Interlocal Agreement available for public inspection and copying at the offices of the Recreation Service Area, the Greenbelt Service Area and the Service Agency, all during regular business hours for a period of at least 30 days following publication of the notice.

5. This Resolution shall take effect upon adoption.

**APPROVED AND ADOPTED** by the Board this 21 day of May, 2024.

**STANSBURY PARK IMPROVEMENT DISTRICT**

By:   
Board Chair

Attest:

  
\_\_\_\_\_  
District Manager

## STANSBURY GREENBELT SERVICE AREA

### Resolution No. 2024-02

#### **A RESOLUTION ADOPTING THAT CERTAIN INTERLOCAL AGREEMENT PROVIDING FOR AND CONFIRMING THE TRANSFER AND ADMINISTRATION OF THE WATER RIGHTS ORIGINALLY OWNED BY THE STANSBURY RECREATION SERVICE AREA AND STANSBURY GREENBELT SERVICE AREA**

WHEREAS, pursuant to the relevant provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Act”), public agencies, including the Stansbury Greenbelt Service Area (the “Greenbelt Service Area”), are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS, the Greenbelt Service Area, the Stansbury Recreation Service Area (the “Recreation Service Area”), the Stansbury Service Agency (the “Service Agency”), and Stansbury Park Improvement District (the “District”), are all “public agencies” as defined for purposes of the Act; and

WHEREAS, after careful analysis and consideration of relevant information, the Greenbelt Service Area desires to enter into an interlocal agreement with the Recreation Service Area, the Service Agency and the District providing for the transfer and the confirmation of the transfer of the water rights originally owned by the Recreation Service Area and the Greenbelt Service Area to the District pursuant to the terms, covenants and conditions set forth in that certain *Interlocal Agreement Providing for the Transfer and Administration of Stansbury Service Area and Stansbury Greenbelt Service Area Water Rights*, substantially in the form attached as EXHIBIT “A” hereto (the “Interlocal Agreement”); and

WHEREAS, Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of each public agency party to the interlocal agreement, in this case being the Greenbelt Service Area’s board of trustees (the “Board”).

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, by the Board, as follows:

1. The Interlocal Agreement is hereby approved and the Board Chair is hereby authorized to execute the same for and on behalf of the Greenbelt Service Area. The Interlocal Agreement is approved with such additions, modifications, deletions or other changes as may be deemed necessary or appropriate and approved by the Chair, and the Greenbelt Service Area’s legal counsel, whose execution thereof on behalf of the Greenbelt Service Area shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and/or other changes incorporated therein.

2. Pursuant to Section 11-13-202.5 of the Act, the Interlocal Agreement has been submitted to legal counsel of the Greenbelt Service Area for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Act and upon full execution of the Interlocal Agreement, a duly executed original counterpart thereof shall be filed immediately with the Greenbelt Service Area clerk, the keeper of records of the Service Area.

4. Upon full execution of the Interlocal Agreement, the District clerk shall, on behalf of the District, and the Service Agency clerk on behalf of the Recreation Service Area, the Greenbelt Service

Area and the Service Agency, publish or cause to be published a notice of the Interlocal Agreement in accordance with Section 11-13-219 of the Act. The District clerk shall make a copy of the Interlocal Agreement available for public inspection and copying at the District's offices, and the Service Agency Clerk shall make a copy of the Interlocal Agreement available for public inspection and copying at the offices of the Recreation Service Area, the Greenbelt Service Area and the Service Agency, all during regular business hours for a period of at least 30 days following publication of the notice.

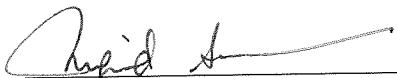
5. This Resolution shall take effect upon adoption.

**APPROVED AND ADOPTED** by the Board this 22 day of May, 2024.

**STANSBURY GREENBELT SERVICE AREA**

By:   
Board Chair

Attest:

  
Service Area Clerk

## STANSBURY RECREATION SERVICE AREA

Resolution No. 2024-03

### A RESOLUTION ADOPTING THAT CERTAIN INTERLOCAL AGREEMENT PROVIDING FOR AND CONFIRMING THE TRANSFER AND ADMINISTRATION OF THE WATER RIGHTS ORIGINALLY OWNED BY THE STANSBURY RECREATION SERVICE AREA AND STANSBURY GREENBELT SERVICE AREA

WHEREAS, pursuant to the relevant provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act"), public agencies, including the Stansbury Recreation Service Area (the "Recreation Service Area"), are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS, the Recreation Service Area, the Stansbury Greenbelt Service Area (the "Greenbelt Service Area"), the Stansbury Service Agency (the "Service Agency"), and Stansbury Park Improvement District (the "District"), are all "public agencies" as defined for purposes of the Act; and

WHEREAS, after careful analysis and consideration of relevant information, the Recreation Service Area desires to enter into an interlocal agreement with the Greenbelt Service Area, the Service Agency and the District providing for the transfer and the confirmation of the transfer of the water rights originally owned by the Recreation Service Area and the Greenbelt Service Area to the District pursuant to the terms, covenants and conditions set forth in that certain *Interlocal Agreement Providing for the Transfer and Administration of Stansbury Service Area and Stansbury Greenbelt Service Area Water Rights*, substantially in the form attached as EXHIBIT "A" hereto (the "Interlocal Agreement"); and

WHEREAS, Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of each public agency party to the interlocal agreement, in this case being the Recreation Service Area's board of trustees (the "Board").

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, by the Board, as follows:

1. The Interlocal Agreement is hereby approved and the Board Chair is hereby authorized to execute the same for and on behalf of the Recreation Service Area. The Interlocal Agreement is approved with such additions, modifications, deletions or other changes as may be deemed necessary or appropriate and approved by the Chair, and the Recreation Service Area's legal counsel, whose execution thereon behalf of the Recreation Service Area shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and/or other changes incorporated therein.

2. Pursuant to Section 11-13-202.5 of the Act, the Interlocal Agreement has been submitted to legal counsel of the Recreation Service Area for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Act and upon full execution of the Interlocal Agreement, a duly executed original counterpart thereof shall be filed immediately with the Recreation Service Area clerk, the keeper of records of the Recreation Service Area.

4. Upon full execution of the Interlocal Agreement, the District clerk shall, on behalf of the District, and the Service Agency clerk on behalf of the Recreation Service Area, the Greenbelt Service

Area and the Service Agency, publish or cause to be published a notice of the Interlocal Agreement in accordance with Section 11-13-219 of the Act. The District clerk shall make a copy of the Interlocal Agreement available for public inspection and copying at the District's offices, and the Service Agency Clerk shall make a copy of the Interlocal Agreement available for public inspection and copying at the offices of the Recreation Service Area, the Greenbelt Service Area and the Service Agency, all during regular business hours for a period of at least 30 days following publication of the notice.

5. This Resolution shall take effect upon adoption.

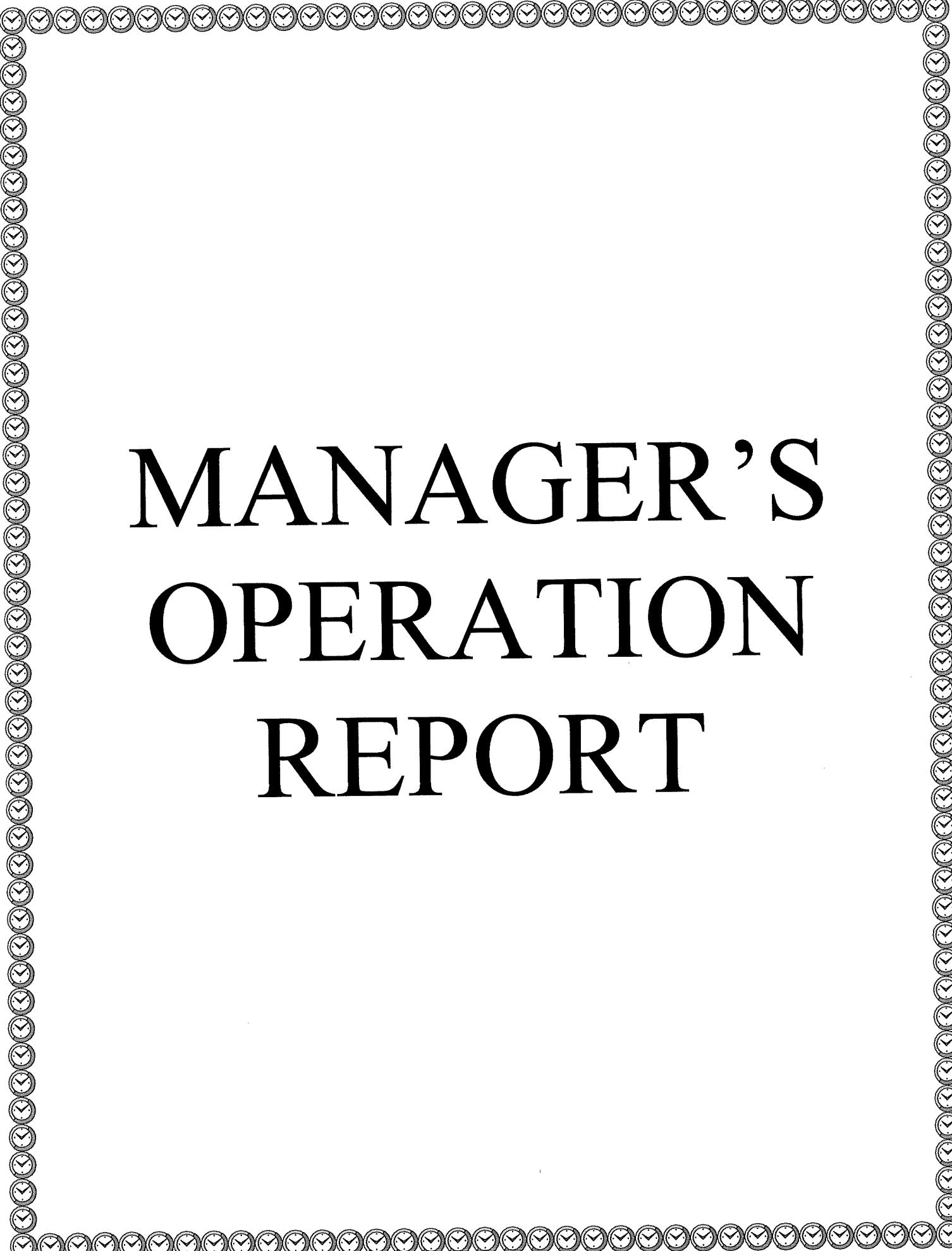
**APPROVED AND ADOPTED** by the Board this 22 day of May, 2024.

**STANSBURY RECREATION SERVICE AREA**

By:   
Board Chair

Attest:

  
Service Area Clerk

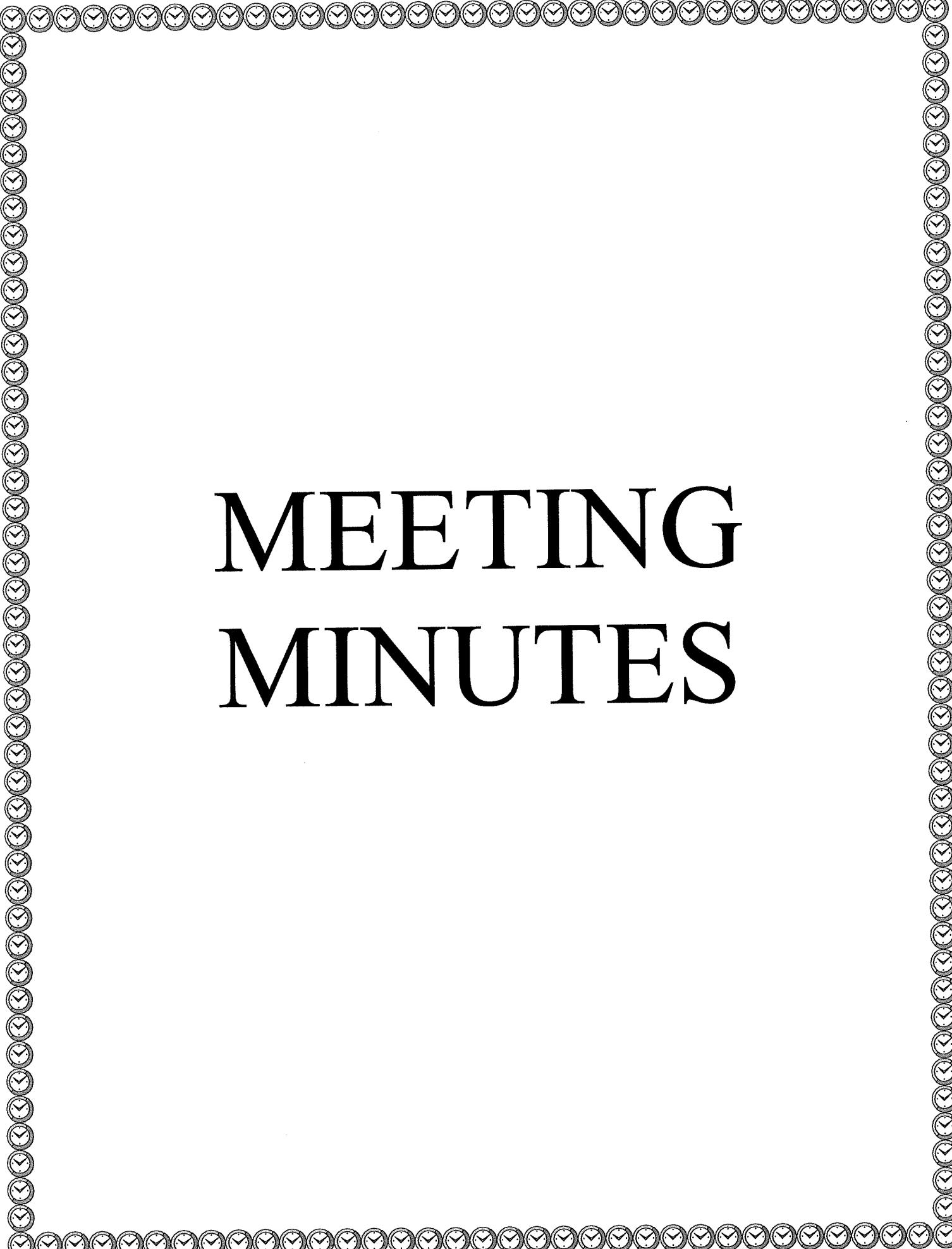


# **MANAGER'S OPERATION REPORT**

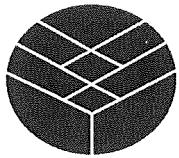
## MANAGERS OPERATION REPORT

May 2024

1. We received the operating permit for Well 5 on April 22 2024. (See enclosure)
2. Rebecca Alvarado purchased the Property in WEID 4328 Golden Gardens Drive, Erda, the same property the couple a few months ago approached the district about purchasing 0.49 acre-feet of water but they backed out of the real estate contract. Rebecca has purchased the property and desires to purchase the 0.49 water right credit.
3. A letter was received from UDOT for the widening project on SR 36, Sunset Road to Stansbury Parkway to approve design or relocation of SPID utilities that may be impacted during the construction project. (See enclosure)
4. Tyler Mangham property owner on SR 36 by the pit is requesting service to a shop building behind and existing house that SPID is currently serving. They are outside of SPID boundaries. The property is currently zoned as commercial by Erda City, I've been told. We are currently under the review process. Water rights will be determined, and Board should give approval to serve the property.
5. Glen Walters approached me about wanting to develop 66 lots west of Ivory Homes Phase 8, immediately south of Pole Canyon Road. The property is outside the current boundaries. I provided him with SPID policies regarding annexing and providing service outside of the SPID boundaries.
6. Rain totals for the weekend of April 27-28 of two to three inches of rain totals resulted in 2.0 MGD (Sunday from infiltration and inflow) at the headworks. Flow for Saturday was 1.7 MGD. Normal flow ranges between 1.0-1.2 MGD.
7. Utah DEQ granted an extension request due May 1<sup>st</sup> to May 15<sup>th</sup> to submit the Wastewater UPDES permit sampling plan. Plan was submitted to Dan Griffin at DEQ via email on May 14, 2024.
8. A water audit was conducted on the 6" water line to Salt Air. A 24 hr test was conducted. Based on the master meter at Lincoln Land meter and all of the metered accounts on the line, a loss 4 gpm was calculated which is equal to 2,100,000 gallons per year. The length of the pipe is roughly 6 miles. This is 5,753 gallons per day, or 960 gallons per mile of pipe per day.
9. On May 14<sup>th</sup> Keith Fryer, Oquirrh Mountain Water Company reported that their Hole in the Rock Well (1100 GPM) went down last night and Nickerson pump will not be able to respond until June 4<sup>th</sup>. There is an issue with the pump shaft. The 6" interconnect was opened up to help supplement water until the well can be placed back in service.
10. Micah Peters, is transferring 5 acre-feet of water rights for the Wildhorse 13-16 subdivision that is needed for the subdivision. He has had this water since 2014 from Lecuadia and just found it as he was going through old documents.
11. Plans were signed for the Stansbury Jr. High School.
12. Signed vacation of storm drain access easement document entered provided by Leucadia. Wildhorse Ranch Phase 13-16 plans allow access through streets in subdivision and they will grant additional easements for storm drain pond access. See packet enclosures)



# MEETING MINUTES



STANSBURY PARK IMPROVEMENT DISTRICT  
30 PLAZA, STANSBURY PARK, UTAH 84074  
435-882-7922 • FAX 435-882-4943

BOARD MEETING MINUTES  
May 21, 2024

**CALL TO ORDER:**

The Stansbury Park Improvement District Board of Trustees meeting was held at the Oquirrh Mill building, 30 Plaza, on the above date. Mr. Griffith called the meeting to order at 4:02 p.m.

**ATTENDANCE:**

Brock Griffith, Board Chair, joined virtually; Neil Smart, Trustee; Jacob Clegg, Trustee; Brett Palmer, District Manager; Brendan Thorpe, Ward Engineering Group; Marilyn Mann, District Office Manager; Joe White, Ironwood; Stormy Watney, Granite Construction; Ben Nelson, Ironwood legal counsel; Cami Thorpe, Minutes; Erda residents, Tyler Mangham, Mike Jensen

**ANNUAL CONFLICT OF INTEREST DISCLOSURE AND ETHICAL BEHAVIOR PLEDGE:**

Mrs. Mann administered the conflict-of-interest disclosure and ethical behavior pledge for the Board members that were present and Jake Clegg and Neil Smart signed both forms. Brock Griffith will take the pledge and sign the forms when he returns from vacation.

**MIKE JENSEN ANNEXATION OF REQUEST APPROVAL FOR PROPERTY ON BATES CANYON ROAD NEXT TO THE ROCKY MOUNTAIN POWER SUB STATION:**

Mr. Jensen asked approval from the Board to start the annexation process of having his property annexed into the SPID boundary.

Mr. Smart asked if the property should also be annexed into Stansbury Service Agency (SSA). This is something that may need to be considered. They will not be receiving any services from the SSA.

The District has already agreed to provide water service to the property. Mr. Jensen will need to extend water and sewer main lines to his property at his expense.

A Local Final Entity Plat will need to be prepared to start the process, and a \$1,200 deposit will need to be paid.

MOTION: Mr. Clegg moved to approve the annexation request of Mike Jensen's property on Bates Canyon Road next to the Rocky Mountain Power Sub Station. Mr. Smart seconded the motion. All were in favor. The motion passed.

**TYLER MANGHAM – ERDA INDUSTRIAL CONCEPTS WATER SERVICE APPROVAL REQUEST AND ANNEXATION OF PROPERTY 5382 N. HWY 36:**

SPID MEETING MINUTES

May 21, 2024

PAGE 2

Mr. Mangham owns a piece of property with two other individuals at 5382 N. SR 36 on east side that Erda City has rezoned to commercial property. He has plans to build a shop to modify shipping containers, and has plans for three employees and to expand to a maximum of 10 employees. Water will be used for bathrooms and fire suppression service.

SPID provides service to the home currently located on the property. The District allowed a connection to the existing home on the property in previous years. Mr. Palmer can find no prior record or agreement where water rights were provided to serve the property. Additional water rights will need to be transferred to the District for the proposed shop. Mr. Mangham has .4 acre-feet for the shop and can purchase additional water from Renae Vandercook if it is required to service the property.

Easements for the water lines serving the shop in the back will be needed from the house property and garage property owner.

There are currently three property owners on one lot. Renee Adams owns the home at the front of the property that is currently connected to SPID's water system with a  $\frac{3}{4}$  inch connection. Mr. Adams owns the middle section of the property with an existing garage that he plans to run a business out of. Mr. Mangham owns the back of the property where the proposed shop will be constructed. A meter for each building on the property will eventually be needed. There may not be water to the shop on the middle section of property.

Mr. Clegg asked if there could be an issue with pressure for fire flow. Mr. Palmer does not believe there will be any concern for the Mangham property or the Jensen property. There has been a fire flow test conducted on the Mangham property and the North Tooele County Fire Department has approved the fire flow.

MOTION: Mr. Smart moved to approve providing water service to the property at 5382 N. Hwy 36 and to begin the SPID annexation application process. Mr. Clegg seconded the motion. All were in favor. The motion passed.

**MARCO AND REBECCA ALVERADO – REQUEST APPROVAL PER RESOLUTION 2020-1  
ESTABLISHING A POLICY FOR THE UTILIZATION OF AVAILABLE DISTRICT WATER  
RIGHT CREDITS FOR ELIGIBLE CONNECTIONS. REQUESTING 0,49 ACRE-FEET FOR  
PROPERTY AT 4328 GOLDEN GARDENS DRIVE, ERDA:**

Providing service to the property has been discussed in previous Board meetings with potential buyers of the property. The new owners will bring 1.0 acre-feet of water into the District and would like the District to provide an additional .49 acre-feet at \$14,700 which is required by SPID to serve the property.

MOTION: Mr. Clegg moved to approve Marco and Rebecca Alverado request per resolution 2020-1 establishing a policy for the utilization of available District water right credits for eligible connections. Requesting .49 acre-feet for property at 4328 Golden Gardens Drive in Erda. Mr. Smart seconded the motion. All were in favor. The motion passed.

**SUNSET ACRES ANNEXATION PLAT REVIEW AND POSSIBLE APPROVAL:**

Mr. Palmer received the plat from Mr. White for review for the first time a few weeks ago. The Sunset Acres annexation plat was signed by the Tooele County Surveyor in December 2022.

SPID MEETING MINUTES

May 21, 2024

PAGE 3

Mr. Palmer asked that the Majestic View subdivision be added to the plat because it includes Sunset Acres and Majestic View Subdivisions.

The District approved to provide service to Sunset Acres previously. Mr. Palmer has no other concerns with the plat.

MOTION: Mr. Smart moved to approve the Sunset Acres annexation plat subject to changes noted and for Mr. Griffith to sign the document. Mr. Clegg seconded the motion. All were in favor. The motion passed.

**OQUIRRH POINT SEWER REQUEST AND POSSIBLE APPROVAL:**

At the last meeting, the Board asked Oquirrh Point to provide a schedule with time lines for 600 temporary connections for the first 6 years and then putting milestones in place, with the option of approving more temporary connections to Oquirrh Point. SPID felt sufficient progress was being made.

Oquirrh Point proposed the following:

- Commencement: Connection of first Equivalent Residential Connections (ERC) within the project to the District's system.
- Years 1-2: Pump station and pressurized line connected to SPID's Basin 7 Sewer Trunk Line.
- Years 5-6: 600 +/- homes within the project platted and under construction. Once platted, Developer will coordinate with the District to get an additional 400 ERC's connected to the system.
- Years 6-7: Developer will submit treatment design to State of Utah for approval.
- Years 7-8: Start construction on treatment plant.

The District had concerns that the timeline milestones would not meet SPID approval. Other requirements will need to be met for SPID to provide service. Mr. Griffith asked that the new district be in place prior to providing the connections. The Agreement should be between SPID and the proposed district. Mr. White agrees. Mr. White believes that he can have the Erda Improvement District approval in the next 30 days. The first priority is the lift station to the basin 7-line design and get that into the state for approval. Mr. Griffith cautioned Mr. White about spending money on design of the force main and lift station without having firm approval of SPID.

Mr. White has had discussions but no contracts are in place and with the Six Mile Ranch to place the treatment facility on their property. The placement has not been identified.

Mr. Palmer reported that Mr. Rose, SPID's legal counsel has concerns that if something that were to go wrong with the developer or the newly created district, SPID may be stuck operating and maintaining the force main, which can flow by gravity. This is a question that needs to be answered. There were opinions expressed, some said the County would take it over. But this will need to be verified. Mr. Rose recommended that the District enter into the agreement with the new improvement district instead of Mr. White as an individual.

Ownership of the force main line needs to be determined.

SPID MEETING MINUTES

May 21, 2024

PAGE 4

The District attorney recommended having the new district in place and having the treatment plant in place prior to providing service. Mr. Palmer believes that seven years is too far out to start the process to start application to the state for the treatment plant. Mr. White proposed to have the application for a package plant to the state in year three.

Mr. Palmer would like to have the District legal counsel draft an agreement with parameters for Mr. White. Mr. White needs to provide a tighter time line. Mr. White asked to see the agreement between SPID and Oquirrh Mountain Water Company's Emergency Inner-connect Agreement with District.

The terms need to be decided before an agreement can be made. The terms for the capital recovery cost will need to be provided by Lewis Young. The cost is based on a depreciation schedule. Mr. White will provide a new timeline for the manager, engineer and SPID Legal council for review to provide recommendations to the Board.

**GRANITE CONSTRUCTION TEMPORARY WATER SERVICE AGREEMENT:**

Mr. Watney asked for clarification on water conservation. The District has a water conservation plan that Granite will be required to follow.

In a drought, water to the golf course, green belts, and other unnecessary uses would be turned off. The connection to Granite would be considered an unnecessary use and be turned off as well, including any other and unforeseen circumstance.

Overage charge of 20% of the rate set for the year would apply to any excess over 250 acre-feet.

Water system component includes the annual water right demand and system depreciation usage fee breakdown. The total gallons on the spread sheet will need to be adjusted to reflect 250 acre-feet.

Mr. Thorpe stated that if Granite needs additional water, it can be provided in the short term but may not be available in the following years due to growth in the system.

Stormy was agreeable to the terms in the draft outline, but wanted to have a few more days to review them. Mr. Rose will draft a final agreement.

Granite is ready to connect. Mr. Palmer has minor comments on the plans. A temporary water agreement may be entered into and be approved prior to the full agreement signed.

**WASTEWATER DISCHARGE PERMIT SAMPLING STUDY REPORT:**

The report was submitted to the state for review on May 14, 2024.

**SR36 UDOT SUNSET TO STANSBURY PARKWAY WIDENING PROJECT AUTHORIZATION  
TO MAKE DESIGN ENGINEERING EXPENDITURES TO EXISTING SPID WATER, SEWER,  
AND STORM DRAIN SYSTEMS THAT MAY BE IMPACTED BY THE WIDENING PROJECT:**

SPID MEETING MINUTES

May 21, 2024

PAGE 5

UDOT asked the District to provide the infrastructure as-built drawings to determine if facilities will be impacted by the widening project. widening from Stansbury along SR36 to Lake Point. Mr. Palmer is unsure which facilities will need to be rerouted. UDOT will provide the funds, and will need to approve the design prior to starting the relocation of impacted utilities.

**AUTHORIZATION TO ALLOW IVORY DEVELOPMENT SAGEWOOD PHASE 13 TO START CONSTRUCTION AT THEIR OWN RISK WITH THE UNDERSTANDING THAT SPID WILL NOT SIGN PLAT UNTIL WATER RIGHTS ARE SECURED FOR THE PROJECT:**

Ivory would like to start the project knowing that the District will not sign the plat until water rights are secured. The District will inspect the lines.

Mr. Clegg asked that if water rights are not secured through the Service Agency, would the District need to provide them with shares from Resolution 2020-1. Mr. Palmer stated they would not.

MOTION: Mr. Clegg moved to approve authorization to allow Ivory development Sagewood Phase 13 to start construction at their own risk with the understanding that SPID will not sign the plat until water rights are secured for the project. Mr. Smart seconded the motion. All were in favor. The motion passed.

**PENELOPE ROSE AUTHORIZATION TO TRANSER 5 ACRE-FEET OF WATER REQUIRED FOR WILDHORSE RANCH PHASE 13-16:**

Leucadia sold property to Penelope Rose with water rights in two separate agreements in 2014. The developer realized 5 acre-feet in one of the agreements was never transferred to SPID and just recently realized it.

MOTION: Mr. Smart moved to approve Penelope Rose authorization to transfer 5 acre-feet of water required for Wildhorse Ranch Phases 13-16. Mr. Clegg seconded the motion. All were in favor. The motion passed.

**STATE AUDITOR FRAUD RISK ASSESSMENT SURVEY REVIEW AND APPROVAL:**

The score is the same as last year's assessment.

MOTION: Mr. Clegg moved to approve the state auditor fraud risk assessment survey and to allow Mr. Griffith to sign. Mr. Smart seconded the motion. All were in favor. The motion passed.

**MANAGER'S OPERATION REPORT:**

None.

**CONSIDERATION OF AN INTERLOCAL AGREEMENT PROVIDING FOR AND CONFIRMING THE PREVIOUS TRANSFER TO AND ADMINISTRAITON BY STANSBURY PARK IMPROVEMENT DISTRICT OF STANSBURY RECREATION SERVICE AREA AND STANSBURY GREENBELT SERVICE AREA WATER RIGHTS:**

The agreement lays out the history for all three entities.

SPID MEETING MINUTES

May 21, 2024

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**ADOPTION OF RESOLUTION 2024-5 AUTHORIZING THE EXECUTION OF THE  
INTERLOCAL AGREEMENT PROVIDING FOR AND CONFIRMING THE PREVIOUS  
TRANSFER TO AND ADMINISTRATION BY STANSBURY PARK IMPROVEMENT DISTRICT  
FOR STANSBURY RECREATION SERVICE AREA AND STANSBURY GREENBELT  
SERVICE AREA:**

MOTION: Mr. Smart moved to approve the adoption of resolution 2024-5 authorizing the execution of the interlocal agreement providing for and confirming the previous transfer to and administration by Stansbury Park Improvement District for Stansbury Recreation Service Area and Stansbury Greenbelt Service Area. Mr. Clegg seconded the motion. All were in favor. The motion passed.

**CONSIDERATION AND ADOPTION OF A GREENBELT SERVICE AREA BANKED WATER  
RIGHT CREDIT PURCHASE AND BANKING AGREEMENT, AND AUTHORIZING  
EXECUTION OF THE DOCUMENT:**

MOTION: Mr. Smart moved to approve the adoption of a Greenbelt Service area banked water right credit purchase and banking agreement and authorized execution of the document. Mr. Clegg seconded the motion. All were in favor. The motion passed.

**APPROVE MEETING MINUTES OF APRIL 2, 2024:**

MOTION: Mr. Smart moved to approve the meeting minutes of April 2, 2024. Mr. Clegg seconded the motion. All were in favor. The motion passed.

**APPROVE MEETING MINUTES OF APRIL 16, 2024:**

MOTION: Mr. Clegg moved to approve the meeting minutes of April 16, 2024. Mr. Smart seconded the motion. All were in favor. The motion passed.

**APPROVE FINANCIALS & WARRANTS:**

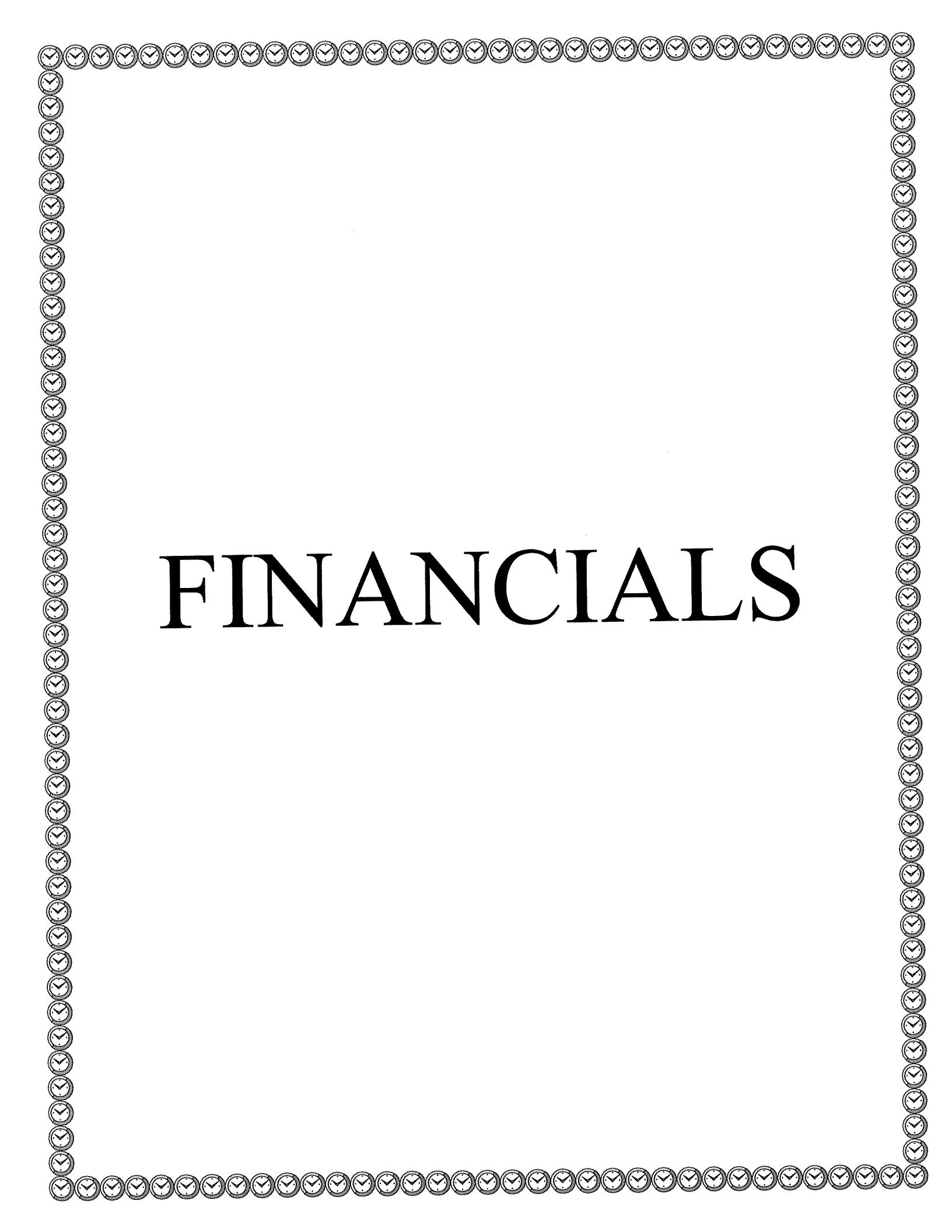
MOTION: Mr. Smart moved to approve the financials and warrants dated May 21, 2024, in the amount of \$267,510.02. Mr. Clegg seconded the motion. The motion passed.

**MOTION FOR ADJOURNMENT:**

MOTION: Mr. Smart moved to adjourn. Mr. Clegg seconded the motion. All were in favor. The meeting adjourned at 5:28 p.m.

**APPROVAL:**

  
Brock Griffith, Chairman



# FINANCIALS

## STANSBURY PARK IMPROVMNT DIST

## BALANCE SHEET

APRIL 30, 2024

ASSETS

11100	CASH - CHECKING CHARTWAY	50.00
11110	XPRESS DEPOSIT ACCOUNT	174,419.31
11120	CASH - CHECKING MACU	905,782.67
11504	MACU- SAVINGS, S0001	1.00
11702	SAVINGS - UT STATE TREASURER	739,052.72
11705	WATER IMPACT FEE-UT STATE TREA	1,095.90
11706	SEWER IMPACT FEE-UT STATE TREA	2,091,357.34
11708	SEWER IMP LIFT STN-UT STATE TR	1.84
12000	PREPAID WORKERS COMP	4,312.00
13100	ACCOUNTS RECEIVABLE - UM	60,131.55
13150	ACCOUNTS RECEIVABLE-AR	47,262.87
13459	RICHMOND-WILD HORSE PH 7, BOND	( 35,900.10)
13472	RICHMOND- WILD HORSE PH 9,BOND	( 38,458.00)
13473	RICHMOND- WILD HORSE PH 8,BOND	( 33,245.00)
13500	TAXES RECEIVABLE	( .44)
13800	SYMPHONY- MAPLEWOOD 3 BOND	( 6,379.33)
13801	WOODBURY/SPORTSMAN 1 YR BOND	( 7,225.00)
13803	SYMP. HOMES, MPLWD PH4-BOND	( 25,337.15)
13804	RICHMOND AM HOMES, BOND WH 10	( 40,043.00)
13806	IVORY HOMES, BOND-SAGEWD PH11	( 360,000.00)
14000	ALLOWANCE FOR BAD DEBTS	( 4,121.51)
15600	PREPAID EXPENSE	11,000.15
15800	SUSPENSE	( 3.00)
16100	LAND	4,519,001.00
16200	BUILDING IMPROVEMENTS	494,775.42
16301	PP&E - SEWER	29,593,876.33
16302	PP&E - WATER	28,851,396.57
16303	STORM DRAIN SYSTEM	8,167,353.53
16400	OFFICE EQUIPMENT	66,001.50
16500	MACHINERY AND EQUIPMENT	939,863.47
16600	ACC-DEP PROP, PLNT, & EQUIP	( .29)
16700	IDLE ASSETS	.47
17000	ACCUM DEPR - PROP, PLANT, EQUP	( 23,714,213.08)
18000	DEFERRED REFUNDING CHARGE	6,914.00
19000	DEFERRED OUTFLOWS	156,069.00
19101	NET PENSION ASSET	231,984.00

TOTAL ASSETS

52,796,776.74

LIABILITIES AND EQUITY

STANSBURY PARK IMPROVMNT DIST  
 BALANCE SHEET  
 APRIL 30, 2024

LIABILITIES

20000	DEVELOPER/RENTAL DEPOSIT LIAB.	61,786.18
21500	WAGES PAYABLE	19,445.35
21501	ACCRUED VACATION PAYABLE	33,258.78
22100	FUTA PAYABLE	( .34)
22210	FICA PAYABLE	3,772.08
22220	FEDERAL WITHHOLDING PAYABLE	1,693.09
22230	STATE WITHHOLDING PAYABLE	1,560.59
22240	WORKERS COMPENSATION PAYABLE	78,444.73
22255	401K/457 PAYABLE/URS RET.TIERS	( 2,019.93)
22270	DENTAL PAYABLE	( 14,246.98)
22275	VISION PLAN	105.29
22280	HEALTH INSURANCE PAYABLE	30,872.98
22290	LIFE INSURANCE PAYABLE	( 3,692.22)
22300	STATE UNEMPLOYMENT PAYABLE	( 2,228.93)
22301	LONG TERM DISABILITY	( 2,174.56)
22340	DEFERRED INFLOWS	315,137.00
22400	METER DEPOSITS PAYABLE	2,790.00
23000	CURRENT PORTION L T D	133,000.00
25100	REVENUE BONDS PAYABLE	1,037,000.00
25200	BONDS PAYABLE-WEID	780,000.00
25500	LESS CURRENT PORTION	13,000.00
25600	ACCRUED INTEREST PAYABLE	11,138.00
		<hr/>
	TOTAL LIABILITIES	2,498,641.11

RETAINED EARNINGS

26200	CONTRIB IN AID TO CONSTRUCTION	48,988,199.66
26400	CONTRIB OF PLANT - TERRACOR	1,270,583.00
26500	DEPR ON CONT CAP	( 1,270,583.00)
27800	RETAINED EARNINGS	55,668.10
28000	WATER IMPACT FEE-RESTRCTD FUND	1,020.87
		<hr/>
	UNAPPROPRIATED FUND BALANCE:	
29000	SEWER IMPACT FEE-RSTRCTD FUND	1,701,635.34
29500	SEWER LIFT STN IMP-RESTRCTD FU	2.44
29700	SEWER BOND UT ST TREAS-RESTR F	12.00
	REVENUE OVER EXPENDITURES - YTD	( 448,402.78)
		<hr/>
	BALANCE - CURRENT DATE	1,253,247.00
		<hr/>
	TOTAL EQUITY	50,298,135.63
		<hr/>
	TOTAL LIABILITIES AND EQUITY	52,796,776.74
		<hr/>

## STANSBURY PARK IMPROVMNT DIST

REVENUES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2024

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<b>UTILITY REVENUE</b>					
37-100 WATER FEES	10,218.74	124,287.69	881,000.00	756,712.31	14.1
37-150 FIRE FLOW WATER LINE	153.72	614.88	1,500.00	885.12	41.0
37-175 WEID FIRE SUPPRESSION SYSTEM	600.00	2,400.00	7,500.00	5,100.00	32.0
37-200 WATER CONNECTION FEES	765.00	2,610.00	2,250.00	( 360.00)	116.0
37-300 SEWER FEES	4,913.23	231,658.73	874,900.00	643,241.27	26.5
37-400 SEWER CONNECTION FEES	765.00	2,610.00	2,250.00	( 360.00)	116.0
37-600 PLAN REVIEW/INSPECTION/JOBFEES	4,049.50	14,646.25	13,700.00	( 946.25)	106.9
37-700 OTHER UTILITY REVENUE/PENALTIE	909.75	9,573.78	22,000.00	12,426.22	43.5
37-800 WATER METERS SOLD	6,840.00	22,420.00	18,000.00	( 4,420.00)	124.6
<b>TOTAL UTILITY REVENUE</b>	<b>29,214.94</b>	<b>410,821.33</b>	<b>1,823,100.00</b>	<b>1,412,278.67</b>	<b>22.5</b>
<b>OTHER REVENUE</b>					
38-100 GENERAL PROPERTY TAXES	1,098.64	7,234.57	63,454.00	56,219.43	11.4
38-200 INTEREST EARNINGS-GEN SVGS	.00	.00	30,000.00	30,000.00	.0
38-300 RENTAL INCOME	650.00	1,950.00	7,800.00	5,850.00	25.0
38-400 WATER RIGHTS	.00	.00	20,000.00	'20,000.00	.0
38-550 SALE OF ASSET	.00	.00	274,000.00	274,000.00	.0
38-910 WATER IMPACT FEES	.00	155,838.03	160,000.00	4,161.97	97.4
38-911 INTEREST EARNED- WATER IMPACT	.00	.00	20.00	20.00	.0
38-920 SEWER IMPACT FEES	.00	127,204.12	118,000.00	( 9,204.12)	107.8
38-921 INTEREST EARNED- SEWER IMPACT	.00	.00	60,000.00	60,000.00	.0
38-930 TRANSFERS FROM RESERVES	.00	.00	418,341.67	418,341.67	.0
38-938 INT. EARNED-MACU CKG X8744	2,603.22	9,222.09	1,000.00	( 8,222.09)	922.2
38-991 CONTRIBUTED CAPITAL-WATER	.00	.00	627,500.00	627,500.00	.0
38-992 CONTRIBUTED CAPITAL- SEWER	.00	.00	595,000.00	595,000.00	.0
38-993 CONTRIBUTED CAPITAL-STORM DRN	.00	.00	363,000.00	363,000.00	.0
<b>TOTAL OTHER REVENUE</b>	<b>4,351.86</b>	<b>301,448.81</b>	<b>2,738,115.67</b>	<b>2,436,666.86</b>	<b>11.0</b>
<b>TOTAL REVENUE</b>	<b>33,566.80</b>	<b>712,270.14</b>	<b>4,561,215.67</b>	<b>3,848,945.53</b>	<b>15.6</b>

## STANSBURY PARK IMPROVMNT DIST

EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2024

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>TRUSTEE</b>					
40-110 CONTRACT FEES	.00	.00	7,500.00	7,500.00	.0
40-130 TRUSTEE BENEFITS	.00	.00	700.00	700.00	.0
<b>TOTAL TRUSTEE</b>	<b>.00</b>	<b>.00</b>	<b>8,200.00</b>	<b>8,200.00</b>	<b>.0</b>
<b>ADMINISTRATIVE EXPENSES</b>					
45-110 SALARIES AND WAGES	23,046.75	103,483.64	301,051.95	197,568.31	34.4
45-130 EMPLOYEE BENEFITS	8,876.80	36,650.96	100,936.18	64,285.22	36.3
45-131 URS-ER/457 BENEFITS	4,138.14	18,566.49	54,099.05	35,532.56	34.3
45-210 DUES & MEMBERSHIPS	374.13	374.13	3,000.00	2,625.87	12.5
45-240 OFFICE EXPENSE & SUPPLIES	3,398.36	9,381.81	25,000.00	15,618.19	37.5
45-250 EQUIPMENT - SUPPLIES & MAINT	1,039.51	268.80	15,000.00	14,731.20	1.8
45-260 BLDG & GROUNDS SUPPLIES & MNTN	645.25	2,122.50	8,000.00	5,877.50	26.5
45-270 UTILITIES	2,087.97	9,916.45	30,000.00	20,083.55	33.1
45-310 ACCOUNTING & AUDITING	.00	.00	15,000.00	15,000.00	.0
45-320 OTHER PROFESSIONAL & TECH SERV	619.00	13,776.00	8,000.00 (	5,776.00) 172.2	
45-330 TRAINING	145.37	295.37	1,800.00	1,504.63	16.4
45-520 INSURANCE	394.33 (	378.99)	50,000.00	50,378.99 ( .8)	
45-610 MISCELLANEOUS SUPPLIES & SERV	634.38	4,869.99	11,000.00	6,130.01	44.3
45-660 DEPRECIATION - OTHER	7,108.84	28,435.36	84,000.00	55,564.64	33.9
45-740 EQUIPMENT PURCHASES	.00	.00	2,000.00	2,000.00	.0
45-820 INTEREST ON BONDS 2017 SERIES	.00	13,066.20	26,132.40	13,066.20	50.0
45-825 BONDS PAYABLE(2017 SERIES,WAFD	.00	.00	138,000.00	138,000.00	.0
45-826 WEID BOND PAYABLE	.00	.00	13,000.00	13,000.00	.0
<b>TOTAL ADMINISTRATIVE EXPENSES</b>	<b>52,508.83</b>	<b>240,828.71</b>	<b>886,019.58</b>	<b>645,190.87</b>	<b>27.2</b>
<b>WATER EXPENSES</b>					
51-110 SALARIES AND WAGES	13,298.98	60,135.10	173,541.64	113,406.54	34.7
51-130 EMPLOYEE BENEFITS	5,876.81	24,185.24	66,405.42	42,220.18	36.4
51-131 URS-ER/457 BENEFIT	2,068.61	9,323.73	27,222.23	17,898.50	34.3
51-240 WATER REPAIRS	270.00	699.00	15,000.00	14,301.00	4.7
51-250 EQUIPMENT - SUPPLIES & MAINT	542.47	19,034.18	120,000.00	100,965.82	15.9
51-270 UTILITIES	11,505.19	18,793.74	146,000.00	127,206.26	12.9
51-320 OTHER PROFESSIONAL & TECH SERV	5,155.56	11,227.79	45,000.00	33,772.21	25.0
51-325 WATER RIGHTS PROOFING	150.00	150.00	1,000.00	850.00	15.0
51-330 TRAINING	768.00	1,697.73	5,000.00	3,302.27	34.0
51-340 WATER SAMPLING	390.00	1,170.00	5,000.00	3,830.00	23.4
51-350 MASTER PLAN	.00	.00	42,000.00	42,000.00	.0
51-410 MATERIALS & SUPPLIES	5,210.52	59,068.49	150,000.00	90,931.51	39.4
51-620 BAD DEBT	.00	20.00	1,500.00	1,480.00	1.3
51-660 DEPRECIATION - OTHER	51,455.25	205,821.00	686,000.00	480,179.00	30.0
51-740 EQUIPMENT PURCHASES	.00	.00	10,000.00	10,000.00	.0
<b>TOTAL WATER EXPENSES</b>	<b>96,691.39</b>	<b>411,326.00</b>	<b>1,493,669.29</b>	<b>1,082,343.29</b>	<b>27.5</b>

## STANSBURY PARK IMPROVMNT DIST

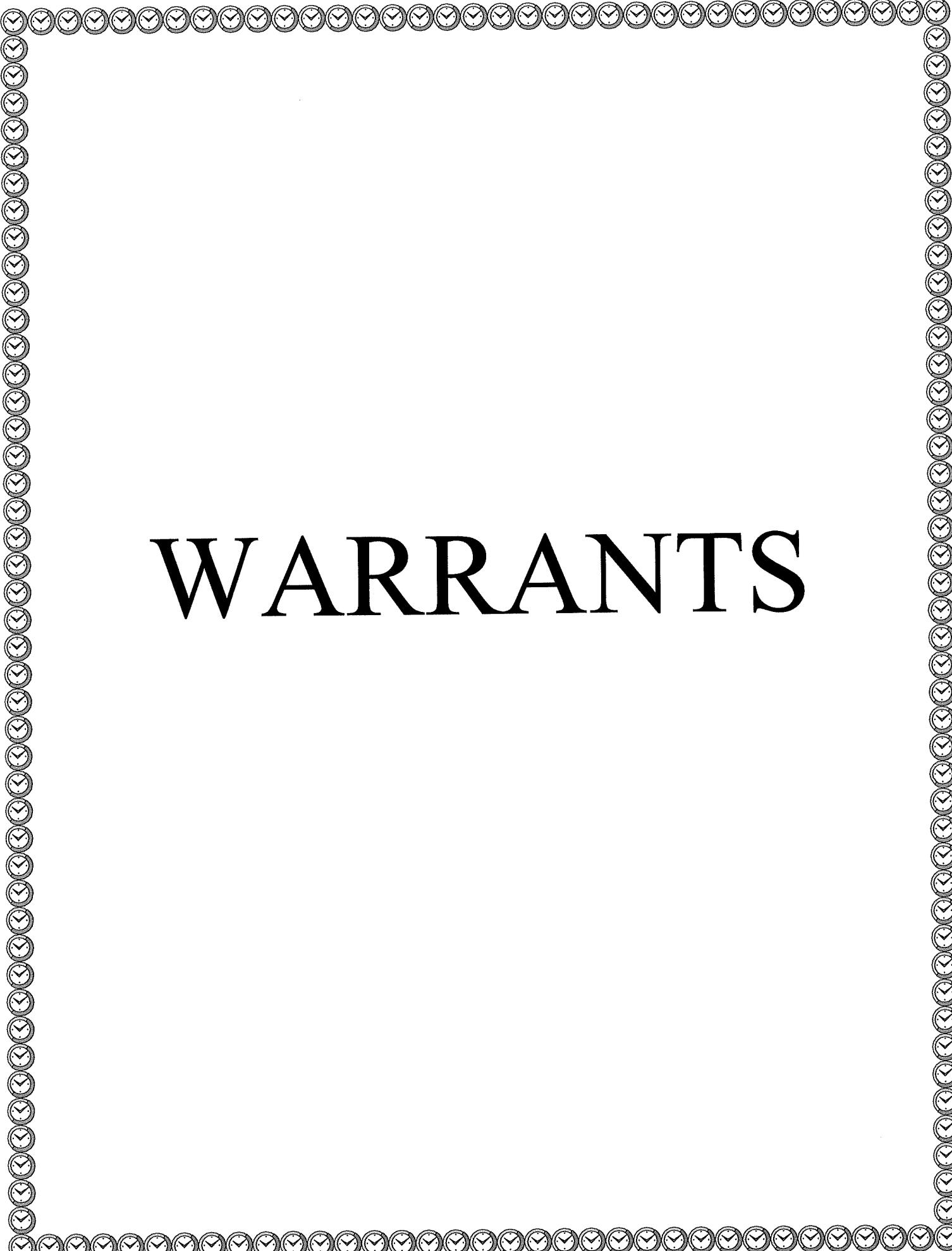
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2024

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>SEWER EXPENSES</b>					
52-110 SALARIES AND WAGES	13,298.97	60,135.03	173,541.64	113,406.61	34.7
52-130 EMPLOYEE BENEFITS	5,876.78	24,185.17	66,405.42	42,220.25	36.4
52-131 URS-ER/457 BENEFIT	2,068.61	9,323.76	27,222.23	17,898.47	34.3
52-240 SEWER REPAIRS	.00	.00	5,000.00	5,000.00	.0
52-250 EQUIPMENT - SUPPLIES & MAINT	40.49	1,028.53	.00	( 1,028.53)	.0
52-260 LAGOON DYKE & ROAD MAINT.	.00	.00	1,000.00	1,000.00	.0
52-270 UTILITIES	16,233.42	23,893.87	70,000.00	46,106.13	34.1
52-320 OTHER PROFESSIONAL & TECH SERV	.00	642.18	8,000.00	7,357.82	8.0
52-340 DIRECT DISCHARGE-SAMPLING	1,606.00	5,178.00	10,000.00	4,822.00	51.8
52-350 MASTER PLAN	.00	.00	42,000.00	42,000.00	.0
52-410 MATERIALS & SUPPLIES	.00	.00	2,000.00	2,000.00	.0
52-660 DEPRECIATION - OTHER	55,005.25	220,021.00	660,000.00	439,979.00	33.3
52-680 SEWER SEALING	.00	.00	10,000.00	10,000.00	.0
52-690 SEWER CLEANING/TELEVISING	.00	.00	70,000.00	70,000.00	.0
<b>TOTAL SEWER EXPENSES</b>	<b>94,129.52</b>	<b>344,407.54</b>	<b>1,145,169.29</b>	<b>800,761.75</b>	<b>30.1</b>
<b>STORM DRAIN EXPENSES</b>					
53-670 DEPRECIATION-STORM DRAIN	13,872.09	55,488.36	175,000.00	119,511.64	31.7
53-690 STORM DRAIN CLEANING	.00	.00	1,500.00	1,500.00	.0
<b>TOTAL STORM DRAIN EXPENSES</b>	<b>13,872.09</b>	<b>55,488.36</b>	<b>176,500.00</b>	<b>121,011.64</b>	<b>31.4</b>
<b>STORM DRAIN EXPENSES</b>					
55-110 SALARIES AND WAGES	3,286.35	14,855.91	42,867.75	28,011.84	34.7
55-130 EMPLOYEE BENEFITS	1,395.76	5,750.99	15,767.13	10,016.14	36.5
55-131 URS-ER/457 BENEFITS	519.08	2,339.13	6,822.63	4,483.50	34.3
<b>TOTAL STORM DRAIN EXPENSES</b>	<b>5,201.19</b>	<b>22,946.03</b>	<b>65,457.51</b>	<b>42,511.48</b>	<b>35.1</b>
<b>OTHER CAPITAL OUTLAY</b>					
61-710 LAND PURCHASES	.00	.00	150,000.00	150,000.00	.0
61-750 SYSTEM CONSTRUCTION	12,810.00	12,810.00	.00	( 12,810.00)	.0
61-770 CLEGG WELL	.00	.00	20,000.00	20,000.00	.0
61-910 BUILDING PURCHASE	.00	132.82	.00	( 132.82)	.0
61-914 WELL #5	986.50	72,733.46	.00	( 72,733.46)	.0
61-920 WATER LINE UPSIZE	.00	.00	30,000.00	30,000.00	.0
<b>TOTAL OTHER CAPITAL OUTLAY</b>	<b>13,796.50</b>	<b>85,676.28</b>	<b>200,000.00</b>	<b>114,323.72</b>	<b>42.8</b>
<b>MISC. CAPITAL</b>					
62-750 SYSTEM CONSTRUCTION	.00	.00	586,200.00	586,200.00	.0
<b>TOTAL MISC. CAPITAL</b>	<b>.00</b>	<b>.00</b>	<b>586,200.00</b>	<b>586,200.00</b>	<b>.0</b>

## STANSBURY PARK IMPROVMNT DIST

EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2024

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL EXPENDITURES	276,199.52	1,160,672.92	4,561,215.67	3,400,542.75	25.5
NET REVENUE OVER EXPENDITURES	( 242,632.72)	( 448,402.78)	.00	448,402.78	.0



# WARRANTS

INVOICE NUMBER	INVOICE DATE	INVOICE DESCRIPTION	INVOICE AMOUNT	GL ACCT NO. AND DESCRIPTION	Input Date
ADOBE ROCK PRODUCTS LLC 125649	05/13/2024	STANDARD PIT RUN #2-FOR DIKES AT LAGOONS-165.06 X 5.24 = 864.91	864.91	52-260 LAGOON DYKE & ROAD MAINT.	05/21/2024
Total 115:			864.91		
ALLCHEM INDUSTRIES CORP. IV160395	05/15/2024	CUST ID: CS205044 HORIZON 90 PT-24 X 247.50 = 5940.00, FREIGHT CHARGES 462.01 = 6402.01	6,402.01	51-410 MATERIALS & SUPPLIES	05/21/2024
Total 149:			6,402.01		
AT&T MOBILITY/CINGULR WIRELESS CIN0424	04/20/2024	Acct 287259150573-AT&T CELL PHONE/IPAD SERVICES 3-21-24 TO 4-20-24 -PAY DOUBLE TO KEEP AHEAD SO WE DON'T HAVE TO PAY LATE FEES	550.00	45-270 UTILITIES	05/21/2024
Total 326:			550.00		
BLUE STAKES OF UTAH 811 INC. UT202401052	04/30/2024	CUST#STANSB-TRANSMISSION FEE 0424	250.27	45-270 UTILITIES	05/21/2024
Total 220:			250.27		
BLUEBOOK INC. INV00362877	05/10/2024	CUST# 701307-USABLEBLUEBOOK DPD 1 DISPENSER 5 ML SAMPLE: 1000 TESTS	224.80	51-410 MATERIALS & SUPPLIES	05/21/2024
Total 225:			224.80		
CASELLE, INC 132508	05/01/2024	CUST NO:1332-CONTRACT SUPPORT & MAINT-6-1-24 TO 6-30-24	619.00	45-320 OTHER PROFESSIONAL & TECH SERV	05/21/2024
Total 310:			619.00		
CHEMTECH/FORD, INC. 24D1418	04/23/2024	CUSTID: STANSB SEWER SAMPLES-AMMONIA AS N, BOD, QHR-E COLI, TDS, TSS-RIB-HEADWORKS-4-17-24	192.00	52-340 DIRECT DISCHARGE-SAMPLING	05/21/2024
24D1953	05/03/2024	CUSTID: STANSB SEWER SAMPLES-TDS, TKN, TOTAL INORGANIC NITROGEN (TIN) AP-006-4-24-24	153.00	52-340 DIRECT DISCHARGE-SAMPLING	05/21/2024
24D1956	04/25/2024	CUSTID: STANSB WATER SAMPLES-COLILERT AP- SITE 14-5729 LIGHTHOUSE-SITE 19-222 BOX CREEK-4-24-24	60.00	51-340 WATER SAMPLING	05/21/2024
24E0211	05/09/2024	CUSTID: STANSB SEWER SAMPLES-AMMONIA AS N, BOD, QHR-E COLI, TDS, TSS-HEADWORKS, DISCHARGE 001, DITCH 003, 004, 006-5-2-24	269.00	52-340 DIRECT DISCHARGE-SAMPLING	05/21/2024
24E0234	05/03/2024	CUSTID: STANSB WATER SAMPLES-COLILERT AP- SITE 1-5479 WINDSOR -SITE 4-5957 BAY SHORE-5-2-24	60.00	51-340 WATER SAMPLING	05/21/2024
24E0769	05/15/2024	CUSTID: STANSB SEWER SAMPLES-AMMONIA AS N, BOD, QHR-E COLI, TDS, TSS-HEADWORKS, DISCHARGE 001, DITCH 003, 004, 5-9-24	239.00	52-340 DIRECT DISCHARGE-SAMPLING	05/21/2024
24E0771	05/10/2024	CUSTID: STANSB WATER SAMPLES-COLILERT AP- SITE 2-5548 PONDEROSA-SITE 6-501 CC-SITE 9-293 BRIGHAM-5-9-24	90.00	51-340 WATER SAMPLING	05/21/2024
24E1323	05/17/2024	CUSTID: STANSB WATER SAMPLES-COLILERT AP- SITE 3-5743 MAST-SITE 5-647 CC-SITE 7-117 DELGADA-5-16-24	90.00	51-340 WATER SAMPLING	05/21/2024
24F1415	04/18/2024	CUSTID: STANSB WATER SAMPLES-COLILERT AP- SITE 13-281 SPYGLASS-SITE 16-71 LV-SITE 20-5696 OSPREY-4-17-24	90.00	51-340 WATER SAMPLING	05/21/2024
Total 320:			1,243.00		
CLYDE, SNOW, & SESSIONS 188582	05/09/2024	MATTER 1000-PREPARE AUDIT RESPONSE LETTER 1 HR 300.00	300.00	51-320 OTHER PROFESSIONAL & TECH SERV	05/21/2024
188583	05/09/2024	MATTER1058-IVORY DEVELOPMENT-SERVICE AGENCY WTR CREDIT POSSIBILITY, WR INTERLOCAL AGRMNT & APPROVING RESOLUTION,REVISIONS TO INTERLOCAL AGRMNT CONFIRMING			

INVOICE NUMBER	INVOICE DATE	INVOICE DESCRIPTION	INVOICE AMOUNT	GL ACCT NO. AND DESCRIPTION	Input Date
		TRANSFER OF BANKRUPTCY WR TO SPID, EMAILS, PHONE CONFERENCES	4,380.00	37-600 PLAN REVIEW/INSPECTION/JO BFEES	05/21/2024
188584	05/09/2024	MATTER1059-GRANITE CONSTRUCTION- WR QUANTIFICATION, DRAFT OF WR INTERLOCAL AGREEMENT, SERV AREA WTR CREDIT PURCHASE & BANKING AGRMNT, CONFERENCE, EMAILS	2,100.00	37-600 PLAN REVIEW/INSPECTION/JO BFEES	05/21/2024
		<b>Total 312:</b>	<b>6,780.00</b>		
COMCAST BUSINESS CORP					
COMCAST0424	04/15/2024	ACCT#-8495442030320518-PHONES, FAX, MODEM, SCADA SERVICES	650.00	45-270 UTILITIES	05/21/2024
		<b>Total 333:</b>	<b>650.00</b>		
DOMINION ENERGY					
10PLZ0524	05/07/2024	ACCT#:55715400000-GAS-10 PLZ 0524	194.23	45-270 UTILITIES	05/21/2024
CLEGG0524	05/07/2024	ACCT#:07065500000-GAS CLEGG 0524	13.04	45-270 UTILITIES	05/21/2024
OQH0524	05/07/2024	ACCT#:3400118680-GAS OQH MILL BLDG 0524	206.50	45-270 UTILITIES	05/21/2024
		<b>Total 1285:</b>	<b>413.77</b>		
ELECTRO POWER UTAH, LLC					
6955	05/03/2024	S.O. NO 3479-HEADWORKS, SCREW PRESS PANEL DIAGNOSIS, DRIVE TIME 65.00-ON SITE TIME 236.00-MILEAGE 45.00-PARTS 677.40 = 1023.40	1,023.40	52-250 EQUIPMENT - SUPPLIES & MAINT	05/21/2024
		<b>Total 514:</b>	<b>1,023.40</b>		
ELEVATED SERVICE AND SUPPLY					
4440	05/07/2024	PETERBILT DUMP TRUCK, HOSE FOR COMPRESSOR (COOLANT)-HBR5-8 JF1-0808 JF9-0808 18"	49.92	52-250 EQUIPMENT - SUPPLIES & MAINT	05/21/2024
		<b>Total 2106:</b>	<b>49.92</b>		
FERGUSON WATERWORKS INC #1616					
1240769	05/15/2024	CUST# 44701-HYD LUB OIL 41.99 X 4 = 167.96	167.96	51-410 MATERIALS & SUPPLIES	05/21/2024
		<b>Total 561:</b>	<b>167.96</b>		
FIRM, JOSHUA					
FRNDFIRM44KEEL	05/21/2024	REFUND ACCT 263302-44 KEEL CRT-JOSHUA FIRM-RESIDENTIAL REFUND, BOTH CUSTOMER AND TITLE PAID	68.55	11450 UTILITY CASH CLEARING ACCOUNT	05/21/2024
		<b>Total 2104:</b>	<b>68.55</b>		
FREEDOM MAILING SERVICE INC.					
47804	05/03/2024	COMMERCIAL, WEID, FIRE FLOW STATEMENTS BILLINGS AND POSTAGE	150.71	45-240 OFFICE EXPENSE & SUPPLIES	05/21/2024
47849	05/10/2024	RESIDENTIAL BILLING-DELINQUENT NOTICES & POSTAGE-485 SENT OUT	361.33	45-240 OFFICE EXPENSE & SUPPLIES	05/21/2024
		<b>Total 560:</b>	<b>512.04</b>		
FUEL NETWORK					
F2410E00949	05/01/2024	ACCOUNT# WEX00244-FUEL FOR DISTRICT TRUCKS, GENERATORS, BACK HOE, DUMP TRUCK	1,474.86	45-250 EQUIPMENT - SUPPLIES & MAINT	05/21/2024
		<b>Total 565:</b>	<b>1,474.86</b>		
HOME DEPOT INC.					
4620754	04/28/2024	ACCT:6035 3220 0373 6737-REDUCE WASHER	1.18	51-250 EQUIPMENT - SUPPLIES & MAINT	05/21/2024

INVOICE NUMBER	INVOICE DATE	INVOICE DESCRIPTION	INVOICE AMOUNT	GL ACCT NO. AND DESCRIPTION	Input Date
6513641	04/28/2024	ACCT:6035 3220 0373 6737-DIABLO STEEL DEMON 4 1/2" X 1/4" X, DIABLO 4-1/2X1/16X7/8 MTL CUTOFF 10 PK	44.91	51-250 EQUIPMENT - SUPPLIES & MAINT	05/21/2024
		Total 735:	46.09		
<b>INDUSTRIAL SAFETY EQUIPMENT, LLC</b>					
2024-26529	04/19/2024	ORDER# 21529-PORTABLE MULTI-GAS MONITOR CALIBRATION, QUAD MIX CALIBRATION GAS, GFG G450 SN: 16031692	85.00	51-410 MATERIALS & SUPPLIES	05/21/2024
		Total 2035:	85.00		
<b>INSPIRA TECHNICAL SOLUTIONS CORP.</b>					
3022418	05/01/2024	I.T. SERVICES-BACKUP MAINT/EXCEL TROUBLESHOOTING/WEBSITE EDITS SNOWBIRD/CASELLE UPDATES, REMOTE MONITORING/BACKUP STANDARD PACKAGE MONTHLY MAY 2024, OFFICE SCADA LICENSE	1,299.95	51-320 OTHER PROFESSIONAL & TECH SERV	05/21/2024
		Total 754:	1,299.95		
<b>LEWIS, ROBERTSON &amp; BURNINGHAM INC</b>					
2023-0211C	04/30/2024	SPID UTILITY RATE STUDY, FOR CONSULTING SERVICES RELATED TO SPID UTILITY RATE STUDY	14,100.00	45-320 OTHER PROFESSIONAL & TECH SERV	05/21/2024
		Total 822:	14,100.00		
<b>METER WORKS INC.</b>					
9829	04/25/2024	5/8" X 3/4" MACH-10 METER GALLONS PIT SET R900i W/ 6" ANTENNA (12) 365.75 = 4389.00-2% DISCOUNT-87.78	4,301.22	51-410 MATERIALS & SUPPLIES	05/21/2024
9830	04/25/2024	PONDEROSA PARK-1" MACH-10 METER GALLONS PIT SET R900i W/ 6' ANTENNA EU1F2G1SG89-1" METER GASKET # 004-6293	90.18	37-600 PLAN REVIEW/INSPECTION/JO BFEES	05/21/2024
9830	04/25/2024	PONDEROSA PARK-1" MACH-10 METER GALLONS PIT SET R900i W/ 6' ANTENNA EU1F2G1SG89-1" METER GASKET # 004-6293	365.75	51-410 MATERIALS & SUPPLIES	05/21/2024
9833	04/26/2024	5/8" X 3/4" MACH-10 METER GALLONS PIT SET R900i W/ 6" ANTENNA (144) @ 365.75 = 52668.00-2% DISCOUNT-1053.30	51,614.70	51-410 MATERIALS & SUPPLIES	05/21/2024
9834	04/26/2024	GRANITE CONSTRUCTION-4" MACH 10 METER GAL/14" LAY LENGTH W/R900i INTEGRATED REGISTER & 20' ANTENNA #EU3C2G1SG90	3,686.76	37-600 PLAN REVIEW/INSPECTION/JO BFEES	05/21/2024
		Total 921:	60,058.61		
<b>MOUNTAIN AMERICA CREDIT UNION-VISA</b>					
MACUVISA0424	05/21/2024	TRACTOR SUPPLY-ENR LANTERN 6V-BATTERIES FOR FLO DAR	29.98	51-250 EQUIPMENT - SUPPLIES & MAINT	05/21/2024
MACUVISA0424	05/21/2024	NIGHTIME DONUTS-DONUTS 19.80 JELLY FILLED 1.52 = 21.32 FOR TARP REWARD	21.32	45-520 INSURANCE	05/21/2024
MACUVISA0424	05/21/2024	WALMART.COM-STORAGE CONTAINERS TO KEEP SNACKS IN (BREAKROOM)	63.88	45-520 INSURANCE	05/21/2024
MACUVISA0424	05/21/2024	HP INSTANT INK-INK FOR PRINTER IN OFFICE-14.96 + 22.44 = 37.40	37.40	45-240 OFFICE EXPENSE & SUPPLIES	05/21/2024
MACUVISA0424	05/21/2024	TRACTOR SUPPLY-MOUSE GLUE BOARD 4PK-TO KILL MICE IN OFFICE, HEADWORKS, VEHICLES	14.97	51-250 EQUIPMENT - SUPPLIES & MAINT	05/21/2024
MACUVISA0424	05/21/2024	TRACTOR SUPPLY-BLAZER CLEAR 2PK 3157LL-REPLACEMENT BULBS	6.99	51-250 EQUIPMENT - SUPPLIES & MAINT	05/21/2024
MACUVISA0424	05/21/2024	HIGHLAND GOLF CARTS-TROJAN 6 VOLT BATTERY, BATTERY CABLE 6ga 15", CABLES FOR ELECTRIC CARTS READY TO INSTALL-FOR GOLF CART	335.96	51-250 EQUIPMENT - SUPPLIES & MAINT	05/21/2024
MACUVISA0424	05/21/2024	TOOELE MOTOR COMPANY-2007 CHEV REPAIRS-SAFETY BRACKET ON GAS TANK IS BROKEN, STRAP, BOLTS, NUTS, LABOR, MULTI POINT INSPECTION, SHOP CHARGES	594.78	51-250 EQUIPMENT - SUPPLIES & MAINT	05/21/2024
MACUVISA0424	05/21/2024	WALMART-CIRKUT 22OZ PLASTIC WTR BOTTLE STARTER KIT W/BLUE LID & 2 FLAVOR CARTRIDGES (FRUIT PUNCH & MIXED BERRY) TARP-JULY H2O CHALLENGE	192.23	45-520 INSURANCE	05/21/2024
		Total 900:	1,297.51		

INVOICE NUMBER	INVOICE DATE	INVOICE DESCRIPTION	INVOICE AMOUNT	GL ACCT NO. AND DESCRIPTION	Input Date
<b>NAPA AUTO PARTS (PRO CHOICE AUTO INC.</b>					
3751-178696	05/07/2024	ACCT#:12129 MISC. PARTS-PRE-DILUTED ANTINFRZE, NAPA DEX COOL ANTIFRZ, TAPE	111.90	52-250 EQUIPMENT - SUPPLIES & MAINT	05/21/2024
<b>Total 1255:</b>					
<b>PACIFIC WEST, LLC</b>					
487A	04/30/2024	JOB #144146-ANNUAL SEWER CLEANING 97437 LF X .52 = 50667.24	50,667.24	52-690 SEWER CLEANING/TELEVISING	05/21/2024
488A	05/08/2024	JOB #144146-ANNUAL SEWER CLEANING 30045.000 LF X .52 = 15623.40	15,623.40	52-690 SEWER CLEANING/TELEVISING	05/21/2024
<b>Total 1251:</b>					
<b>PEAK ALARM COMPANY, INC.</b>					
1395740	05/21/2024	CUSTOMER# S23831-ALARM SERVICES FOR OQH MILL BLDG 6-1-24 TO 6-30-24	50.00	45-270 UTILITIES	05/21/2024
<b>Total 2086:</b>					
<b>PEHP- LIFE INSURANCE</b>					
LIFE0424	05/21/2024	POLICY# 727-LIFE INSURANCE & AD&D 4-1-24 TO 4-30-24	806.95	22290 LIFE INSURANCE PAYABLE	05/21/2024
LIFE0524	05/20/2024	POLICY# 727-LIFE & AD&D INSURANCE 5-1-24 TO 5-31-24	806.95	22290 LIFE INSURANCE PAYABLE	05/21/2024
<b>Total 1074:</b>					
<b>PEHP LONG-TERM DISABILITY</b>					
LTD0424	05/21/2024	AGENCY# 727-PEHP LONG TERM DISABILITY-3-17-24 =120.17- 3-30-24 120.19 = 240.36	240.36	22301 LONG TERM DISABILITY	05/21/2024
LTD0524	05/21/2024	AGENCY# 727-PEHP LONG TERM IDSABILITY-4-14-24 TO 4-27-24 = 121.77-4-28-24 TO 5-11-24 = 120.81	242.58	22301 LONG TERM DISABILITY	05/21/2024
<b>Total 1081:</b>					
<b>PUBLIC EMPLOYEE HEALTH PROGRAM</b>					
HEALTH0524-316180	04/15/2024	ACCOUNT # AC0000002083-HEALTH INSURANCE 5-1-24 TO 6-1-24	15,880.02	22280 HEALTH INSURANCE PAYABLE	05/21/2024
HEALTH0524-316180	04/15/2024	ACCOUNT # AC0000002083-DENTAL INSURANCE 5-1-24 TO 6-1-24	820.08	22270 DENTAL PAYABLE	05/21/2024
HEALTH0524-316180	04/15/2024	ACCOUNT# AC0000002083-VISION INSURANCE 5-1-24 TO 6-1-24	96.77	22275 VISION PLAN	05/21/2024
HEALTH0624-334160	05/15/2024	ACCOUNT # AC0000002083-DENTAL INSURANCE 6-1-24 TO 7-1-24	820.08	22270 DENTAL PAYABLE	05/21/2024
HEALTH0624-334160	05/15/2024	ACCOUNT # AC0000002083-HEALTH INSURANCE 6-1-24 TO 7-1-24	15,880.02	22280 HEALTH INSURANCE PAYABLE	05/21/2024
HEALTH0624-334160	05/15/2024	ACCOUNT# AC0000002083-VISION INSURANCE 6-1-24 TO 7-1-24	96.77	22275 VISION PLAN	05/21/2024
<b>Total 1222:</b>					
<b>RICOH USA INC.</b>					
5069339690	04/21/2024	CUST # 28146455-COPY MACHINE READ 4-24-24 TO 5-23-24-BASE 77.01- COLOR COPIES 208.27 = 285.28	285.28	45-240 OFFICE EXPENSE & SUPPLIES	05/21/2024
<b>Total 1309:</b>					
<b>ROCKY MOUNTAIN POWER</b>					
CLEGG0324	05/13/2024	ACCT:33518696-0043-POWER-CLEGG 0324	64.00	51-270 UTILITIES	05/21/2024
CLEGG0424	04/12/2024	ACCT:33518696-0043-POWER-CLEGG 0424	66.21	51-270 UTILITIES	05/21/2024
EAST0324	05/13/2024	ACCT:33518696-0019-POWER-EAST 0324	4,205.53	51-270 UTILITIES	05/21/2024
EAST0424	04/12/2024	ACCT:33518696-0019-POWER-EAST 0424	3,589.26	51-270 UTILITIES	05/21/2024
GORDON20324	05/13/2024	ACCT:33518696-0126-POWER-GORDON 2 0324	1,412.53	51-270 UTILITIES	05/21/2024
GORDON20424	04/12/2024	ACCT:33518696-0126-POWER-GORDON 2 0424	452.31	51-270 UTILITIES	05/21/2024
LAGOONAER0324	05/13/2024	ACCT:33518696-0084-POWER-LAGOONAER 0324	6,494.57	52-270 UTILITIES	05/21/2024

INVOICE NUMBER	INVOICE DATE	INVOICE DESCRIPTION	INVOICE AMOUNT	GL ACCT NO. AND DESCRIPTION	Input Date
LAGOONAER0424	04/12/2024	ACCT:33518696-0084-POWER-LAGOONAER 0424	6,806.16	52-270 UTILITIES	05/21/2024
LFTSTN0324	05/13/2024	ACCT:33518696-0068-POWER-LFTNSTN 0324	89.80	51-270 UTILITIES	05/21/2024
LFTSTN0424	04/12/2024	ACCT:33518696-0068-POWER-LFTSTN 0424	151.52	51-270 UTILITIES	05/21/2024
OQH0324	05/13/2024	ACCT:33518696-0050-POWER-OQH-0324	252.82	51-270 UTILITIES	05/21/2024
OQH0424	04/12/2024	ACCT:33518696-0050-POWER-OQH MILL BLDG 0424	261.17	51-270 UTILITIES	05/21/2024
TELEMETER0324	05/13/2024	ACCT:33518696-0027-POWER-TELEMETER 0324	12.38	51-270 UTILITIES	05/21/2024
TELEMETER0424	04/12/2024	ACCT:33518696-0027-POWER-TELEMETER 0424	12.92	51-270 UTILITIES	05/21/2024
WELL40324	05/13/2024	ACCT:33518696-0076-POWER-WELL 4 0324	315.99	51-270 UTILITIES	05/21/2024
WELL40424	04/12/2024	ACCT:33518696-0076-POWER-WELL 4 0424	354.90	51-270 UTILITIES	05/21/2024
WELL50324	05/13/2024	ACCT:33518696-0134-POWER-WELL 5 0324	617.59	51-270 UTILITIES	05/21/2024
WELL50424	04/12/2024	ACCT:33518696-0134-POWER WELL 5 0424	700.03	51-270 UTILITIES	05/21/2024
WEST0324	05/13/2024	ACCT:33518696-0035-POWER-WEST 0324	59.91	51-270 UTILITIES	05/21/2024
WEST0424	04/12/2024	ACCT:33518696-0035-POWER-WEST 0424	130.68	51-270 UTILITIES	05/21/2024
<i>Total 1650:</i>			<u>26,050.28</u>		
SBL 2015, LLC					
REFUNDPH3	05/03/2024	Refund Maplewood PH 3 & 4 Bond, Less AR Bal. Owed 530.75	6,379.33	13800 SYMPHONY- MAPLEWOOD 3 BOND	05/03/2024
REFUNDPH4	05/03/2024	Refund bond, Maplewood Ph 3 & 4 Less AR dep. 503.75	25,337.15	13803 SYMP. HOMES, MPLWD PH4-BOND	05/03/2024
<i>Total 1416:</i>			<u>31,716.48</u>		
STANDARD PLUMBING SUPPLY CO (CORP)					
WLVD42	04/02/2024	3/4 BR CHECK VALVE FOR GORDON WELL	15.50	51-250 EQUIPMENT - SUPPLIES & MAINT	05/21/2024
<i>Total 1450:</i>			<u>15.50</u>		
TOOELE COUNTY SOLID WASTE					
LANDFILL0424	04/30/2024	SLUDGE-4-5-24 & 4-25-24	53.20	52-270 UTILITIES	05/21/2024
<i>Total 1537:</i>			<u>53.20</u>		
UTAH HOME BUILDERS					
RFNDUTHOMEBLDRS	05/21/2024	ACCT 4030306-REFUND NEW NEPTUNE#72033500-UTAH HOME BUILDER FOR OVER PAYMENT ON HYDRANT	3,000.00	37-100 WATER FEES	05/21/2024
<i>Total 2107:</i>			<u>3,000.00</u>		
UTAH LOCAL GOVERNMENTS TRUST					
PROPREM0524- 1612540	04/16/2024	CUSTNO: 1400.0 PROPERTY PREM 0524-BUILDING ENDORSEMENT	480.72	45-520 INSURANCE	05/21/2024
WC0524-1612541	04/16/2024	CUSTNO: 1400.0 W/C 0524-CLERICAL OFFICE EMPLOYEES 212.25, MUNICIPAL EMPLOYEES 4033.44, EXPERIENCE MODIFIER -424.57, TRIPRA 87.26, CATASTROPHE 87.26 = 3995.64	3,995.64	45-520 INSURANCE	05/21/2024
<i>Total 1645:</i>			<u>4,476.36</u>		
WARD ENGINEERING (CORP)					
48126	04/10/2024	PROJ# 2420-SPID170-10-UPDATED WATER SAMPLING MAP	55.00	51-320 OTHER PROFESSIONAL & TECH SERV	05/21/2024
48151	04/25/2024	PROJ NO 2420-SPID-17010-OQUIRRH POINT-PLAN REVIEW-BOARD MTG 4 -26-24-FOLLOW UP TO EHD REQUEST FOR SWR SERV-HISTORIC GROWTH RATE, PROPOSED GROWTH RATE CALCULATIONS, TREATMENT PLAN EXPANSION CAPACITIES W/NEW 2.7 MGD DIAGRAMS, QUESTIONS & ANSWERS	950.00	37-600 PLAN REVIEW/INSPECTION/JO BFEES	05/21/2024
<i>Total 1720:</i>			<u>1,005.00</u>		

INVOICE NUMBER	INVOICE DATE	INVOICE DESCRIPTION	INVOICE AMOUNT	GL ACCT NO. AND DESCRIPTION	Input Date
WATSON, RYAN RFND147LVWATSON	05/21/2024	ACCT# 242004-RYAN WATSON-147 LAKEVIEW-CUSTOMER REQUESTING REFUND BECAUSE HE HAS A CREDIT ON HIS ACCOUTN	583.15	11450 UTILITY CASH CLEARING ACCOUNT	05/21/2024
			583.15		
			267,510.02		

District Manager: Brett PalmerDate: 5/21/24Chairman: Brock GriffithDate: 5/11/24

**MACU  
BANK  
RECONCILIATION  
APRIL  
2024**

## Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book adjustments

## Xpress Deposit Account () (3)

April 30, 2024

Account: 11110

Bank Account Number: 10688

Bank Statement Balance:	124,391.67	Book Balance Previous Month:	29,758.73
Outstanding Deposits:	50,027.64	Total Receipts:	144,660.58
Outstanding Checks:	.00	Total Disbursements:	.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	174,419.31	Book Balance:	174,419.31
		Proof (Bank balance less book balance):	.00

Outstanding Deposits Section

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
1227	10,068.44	1228	1,341.25	1246	963.70	1247	1,118.80
1248	31,133.86	1249	3,519.55	1258	1,250.98	1259	631.06
				<u>50,027.64</u>			

Deposits cleared: 64 items Deposits Outstanding: 8 items

Checks cleared: 0 items Checks Outstanding: 0 items

Bank Adjustments SectionBook Adjustments Section

## Mountain America CU (CHECKING MACU) (4)

April 30, 2024

Account: 11120

Bank Account Number:

Bank Statement Balance:	880,282.72	Book Balance Previous Month:	944,482.01
Outstanding Deposits:	26,058.40	Total Receipts:	120,168.28
Outstanding Checks:	558.45	Total Disbursements:	158,867.62
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	905,782.67	Book Balance:	905,782.67
		Proof (Bank balance less book balance):	.00

Outstanding Deposits Section

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
1234	7,192.79	1252	1,768.42	1253	14,556.68	1260	2,540.51
Grand Totals:				<u>26,058.40</u>			

Deposits cleared: 47 items Deposits Outstanding: 4 items

Outstanding Checks Section

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
3520	270.00	3549	270.00	3562	18.45		
Grand Totals:				<u>558.45</u>			

Checks cleared: 42 items Checks Outstanding: 3 items

Bank Adjustments SectionBook Adjustments Section

## BUSINESS SWEEP ID59 (CHECKING MACU) (10)

April 30, 2024

Account: 11159

Bank Account Number: 12733292

Bank Statement Balance:	.00	Book Balance Previous Month:	.00
Outstanding Deposits:	.00	Total Receipts:	.00
Outstanding Checks:	.00	Total Disbursements:	.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	.00	Book Balance:	.00
		Proof (Bank balance less book balance):	.00

Outstanding Deposits Section

Deposits cleared:	0 items	Deposits Outstanding:	0 items
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Checks cleared:	0 items	Checks Outstanding:	0 items
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Bank Adjustments SectionBook Adjustments Section

## Report Criteria:

Print Detail

Includes outstanding and cleared deposits

Banks: All banks

Period Date	Transaction Date	Description	Account Number	Journal	Deposit Number	Amount
<b>Mountain America CU</b>						
04/30/2024	04/30/2024	UNABLE TO LOCATE ACCT CHARGEBACK-ACCT 136800-651 CC-WALTE	11120	CRJE	1	68.55-
04/30/2024	04/30/2024	INTEREST EARNED ON BUSINESS SWEEP ACCT	11120	CRJE	2	2,603.22
04/30/2024	04/01/2024	XBP - Credit Card UT - MACU - Q	11120	CR	34	364.49
04/30/2024	04/03/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1014	140.27
04/30/2024	04/04/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1073	88.55
04/30/2024	04/05/2024	XBP - Credit Card UT - MACU - A	11120	CR	1074	2,229.37
04/30/2024	04/05/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1075	2,137.45
04/30/2024	04/06/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1076	1,991.83
04/30/2024	04/07/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1077	1,041.52
04/30/2024	04/08/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1078	1,757.75
04/30/2024	04/09/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1079	1,522.83
04/30/2024	04/10/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1080	1,195.76
04/30/2024	04/11/2024	CHECK - MACU - A	11120	CR	1081	4,471.14
04/30/2024	04/11/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1082	2,142.06
04/30/2024	04/12/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1083	107.69
04/30/2024	04/12/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1132	685.69
04/30/2024	04/13/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1133	304.94
04/30/2024	04/14/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1134	357.19
04/30/2024	04/15/2024	CHECK - MACU - A	11120	CR	1135	14,165.32
04/30/2024	04/15/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1136	2,037.55
04/30/2024	04/16/2024	CHECK - MACU - A	11120	CR	1137	4,263.22
04/30/2024	04/16/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1138	880.29
04/30/2024	04/17/2024	CHECK - MACU - A	11120	CR	1139	4,560.97
04/30/2024	04/17/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1140	1,595.82
04/30/2024	04/18/2024	CHECK - MACU - A	11120	CR	1141	1,408.68
04/30/2024	04/18/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1142	2,118.44
04/30/2024	04/19/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1143	2,172.95
04/30/2024	04/19/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1170	1,269.87
04/30/2024	04/20/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1171	591.53
04/30/2024	04/21/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1172	1,388.33
04/30/2024	04/22/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1173	1,066.33
04/30/2024	04/23/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1174	68.55
04/30/2024	04/22/2024	CHECK - MACU - A	11120	CR	1197	3,409.22
04/30/2024	04/23/2024	CHECK - MACU - A	11120	CR	1198	1,575.95
04/30/2024	04/23/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1199	680.94
04/30/2024	04/24/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1200	904.05
04/30/2024	04/25/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1201	7,620.79
04/30/2024	04/25/2024	CHECK - MACU - A	11120	CR	1229	2,329.79
04/30/2024	04/25/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1230	1,494.01
04/30/2024	04/26/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1231	2,195.78
04/30/2024	04/27/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1232	4,420.72
04/30/2024	04/28/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1233	4,254.05
04/30/2024	04/29/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1234	7,192.79
04/30/2024	04/28/2024	CHECK - MACU - A	11120	CR	1250	65.00
04/30/2024	04/29/2024	CHECK - MACU - A	11120	CR	1251	4,498.53
04/30/2024	04/29/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1252	1,768.42
04/30/2024	04/30/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1253	14,556.68
04/30/2024	04/30/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1260	2,540.51
04/30/2024	04/30/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1268	22.85
03/31/2024	03/28/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1269	80.00
03/31/2024	03/30/2024	XBP - Credit Card UT - MACU - Q	11120	CR	1270	446.04
03/31/2024	03/31/2024	XBP - Credit Card UT - MACU - Q	11120			

STANSBURY PARK IMPROVMNT DIST

Deposit List - Detail  
Period: 04/30/2024 (04/24)

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Period Date	Transaction Date	Description	Account Number	Journal	Deposit Number	Amount
<b>Mountain America CU</b>						
		Total Mountain America CU:				<u>120,717.17</u>

Period Date	Transaction Date	Description	Account Number	Journal	Deposit Number	Amount
<b>Xpress Deposit Account</b>						
04/30/2024	04/01/2024	XBP - Online Banking - XDA - C	11110	CR	24	50.00
04/30/2024	04/01/2024	XBP - EFTS - XDA - A	11110	CR	25	61.70
04/30/2024	04/02/2024	XBP - EFTS - XDA - A	11110	CR	26	60.00
04/30/2024	04/02/2024	XBP - Online Banking - XDA - C	11110	CR	27	6.50
04/30/2024	04/03/2024	XBP - Online Banking - XDA - C	11110	CR	1011	55.00
04/30/2024	04/03/2024	XBP - EFTS - XDA - A	11110	CR	1019	68.55
04/30/2024	04/04/2024	XBP - EFTS - XDA - A	11110	CR	1020	70.00
04/30/2024	04/04/2024	XBP - EFTS - XDA - A	11110	CR	1058	283.13
04/30/2024	04/04/2024	XBP - Online Banking - XDA - C	11110	CR	1059	20.00
04/30/2024	04/05/2024	XBP - EFTS - XDA - A	11110	CR	1060	3,456.85
04/30/2024	04/06/2024	XBP - EFTS - XDA - A	11110	CR	1061	2,855.45
04/30/2024	04/07/2024	XBP - EFTS - XDA - A	11110	CR	1062	837.23
04/30/2024	04/08/2024	XBP - EFTS - XDA - A	11110	CR	1063	2,093.33
04/30/2024	04/08/2024	XBP - Online Banking - XDA - C	11110	CR	1064	409.20
04/30/2024	04/09/2024	XBP - Online Banking - XDA - C	11110	CR	1065	1,051.15
04/30/2024	04/09/2024	XBP - EFTS - XDA - A	11110	CR	1066	878.99
04/30/2024	04/10/2024	XBP - EFTS - XDA - A	11110	CR	1067	1,976.70
04/30/2024	04/10/2024	XBP - Online Banking - XDA - C	11110	CR	1068	3,404.84
04/30/2024	04/11/2024	XBP - EFTS - XDA - A	11110	CR	1069	1,996.60
04/30/2024	04/11/2024	XBP - Online Banking - XDA - C	11110	CR	1070	1,949.00
04/30/2024	04/12/2024	XBP - EFTS - XDA - A	11110	CR	1071	501.31
04/30/2024	04/12/2024	XBP - Online Banking - XDA - C	11110	CR	1072	1,637.76
04/30/2024	04/12/2024	XBP - EFTS - XDA - A	11110	CR	1118	974.96
04/30/2024	04/12/2024	XBP - Online Banking - XDA - C	11110	CR	1119	469.20
04/30/2024	04/13/2024	XBP - EFTS - XDA - A	11110	CR	1120	950.02
04/30/2024	04/14/2024	XBP - EFTS - XDA - A	11110	CR	1121	453.00
04/30/2024	04/15/2024	XBP - EFTS - XDA - A	11110	CR	1122	2,327.74
04/30/2024	04/15/2024	XBP - Online Banking - XDA - C	11110	CR	1123	2,652.33
04/30/2024	04/16/2024	XBP - EFTS - XDA - A	11110	CR	1124	696.80
04/30/2024	04/16/2024	XBP - Online Banking - XDA - C	11110	CR	1125	2,918.72
04/30/2024	04/16/2024	XBP - EFTS - XDA - A	11110	CR	1126	1,194.80
04/30/2024	04/17/2024	XBP - EFTS - XDA - A	11110	CR	1127	2,643.34
04/30/2024	04/17/2024	XBP - Online Banking - XDA - C	11110	CR	1128	2,067.83
04/30/2024	04/18/2024	XBP - EFTS - XDA - A	11110	CR	1129	1,550.55
04/30/2024	04/18/2024	XBP - Online Banking - XDA - C	11110	CR	1130	342.75
04/30/2024	04/19/2024	XBP - EFTS - XDA - A	11110	CR	1131	1,260.42
04/30/2024	04/19/2024	XBP - Online Banking - XDA - C	11110	CR	1162	616.95
04/30/2024	04/19/2024	XBP - EFTS - XDA - A	11110	CR	1163	525.24
04/30/2024	04/19/2024	XBP - Online Banking - XDA - C	11110	CR	1164	1,108.44
04/30/2024	04/20/2024	XBP - EFTS - XDA - A	11110	CR	1165	852.44
04/30/2024	04/21/2024	XBP - EFTS - XDA - A	11110	CR	1166	675.41
04/30/2024	04/22/2024	XBP - EFTS - XDA - A	11110	CR	1167	2,119.04
04/30/2024	04/22/2024	XBP - Online Banking - XDA - C	11110	CR	1168	274.99
04/30/2024	04/23/2024	XBP - EFTS - XDA - A	11110	CR	1169	1,320.28
04/30/2024	04/23/2024	XBP - Online Banking - XDA - C	11110	CR	1191	943.92
04/30/2024	04/23/2024	XBP - EFTS - XDA - A	11110	CR	1192	925.33
04/30/2024	04/23/2024	XBP - Online Banking - XDA - C	11110	CR	1193	1,302.90
04/30/2024	04/24/2024	XBP - EFTS - XDA - A	11110	CR	1194	2,074.32
04/30/2024	04/24/2024	XBP - Online Banking - XDA - C	11110	CR	1195	14,777.46
04/30/2024	04/25/2024	XBP - EFTS - XDA - A	11110	CR	1196	1,097.36
04/30/2024	04/25/2024	XBP - Online Banking - XDA - C	11110	CR	1221	1,264.90
04/30/2024	04/25/2024	XBP - EFTS - XDA - A	11110	CR	1222	385.30
04/30/2024	04/25/2024	XBP - Online Banking - XDA - C	11110	CR	1223	3,678.06
04/30/2024	04/26/2024	XBP - EFTS - XDA - A	11110	CR	1224	1,995.77
04/30/2024	04/26/2024	XBP - Online Banking - XDA - C	11110	CR	1225	5,703.64
04/30/2024	04/27/2024	XBP - EFTS - XDA - A	11110	CR	1226	8,765.44
04/30/2024	04/28/2024	XBP - EFTS - XDA - A	11110	CR		

Period Date	Transaction Date	Description	Account Number	Journal	Deposit Number	Amount
<b>Xpress Deposit Account</b>						
04/30/2024	04/29/2024	XBP - EFTS - XDA - A	11110	CR	1227	10,068.44
04/30/2024	04/29/2024	XBP - Online Banking - XDA - C	11110	CR	1228	1,341.25
04/30/2024	04/29/2024	XBP - EFTS - XDA - A	11110	CR	1246	963.70
04/30/2024	04/29/2024	XBP - Online Banking - XDA - C	11110	CR	1247	1,118.80
04/30/2024	04/30/2024	XBP - EFTS - XDA - A	11110	CR	1248	31,133.86
04/30/2024	04/30/2024	XBP - Online Banking - XDA - C	11110	CR	1249	3,519.55
03/31/2024	03/27/2024	XBP - EFTS - XDA - A	11110	CR	1258	20.00
04/30/2024	04/30/2024	XBP - EFTS - XDA - A	11110	CR	1258	1,250.98
03/31/2024	03/28/2024	XBP - Online Banking - XDA - C	11110	CR	1259	68.55
04/30/2024	04/30/2024	XBP - Online Banking - XDA - C	11110	CR	1259	631.06
03/31/2024	03/29/2024	XBP - Online Banking - XDA - C	11110	CR	1260	171.00
03/31/2024	03/29/2024	XBP - EFTS - XDA - A	11110	CR	1261	375.60
03/31/2024	03/30/2024	XBP - EFTS - XDA - A	11110	CR	1262	445.88
03/31/2024	03/31/2024	XBP - EFTS - XDA - A	11110	CR	1263	2,868.66
03/31/2024	03/26/2024	XBP - EFTS - XDA - A	11110	CR	1276	563.89
03/31/2024	03/26/2024	XBP - Online Banking - XDA - C	11110	CR	1277	20.00
						<b>149,194.16</b>
<b>Total Xpress Deposit Account:</b>						<b>149,194.16</b>
<b>Grand Totals:</b>						<b>269,911.33</b>
						<b>269,911.33</b>

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**Report Criteria:**

### Print Detail

Includes outstanding checks, cleared checks and checks with zero amounts

### Banks: All banks

Period Date	Transaction Date	Description	Account Number	Journal	Check Number	Amount
CHARTWAY FED CU 01/31/2023	01/10/2023	DIVISION OF WATER RIGHTS	21100	CDA2	1981	50.00-

Period Date	Transaction Date	Description	Account Number	Journal	Check Number	Amount
<b>Mountain America CU</b>						
04/30/2024	04/30/2024	XPRESS BILL PAY INVOICE-INV#INV-XPR011105	45610	CD	1	338.87
04/30/2024	04/30/2024	CHASE UTILITY MERCHANT FEES	45610	CD	2	222.91
04/30/2024	04/30/2024	ANALYSIS-ACH ORG ENTRY, BUSINESS SWEEP, PR DIRECT DEPOSIT	45610	CD	3	72.60
03/31/2024	03/12/2024	LONE PEAK JANITORIAL LLC	21100	CDA4	3520	270.00
04/30/2024	04/16/2024	AT&T MOBILITY/CINGULR WIRELESS	21100	CDA4	3531	300.00
04/30/2024	04/16/2024	BLUE STAKES OF UTAH 811 INC.	21100	CDA4	3532	208.93
04/30/2024	04/16/2024	BOWEN COLLINS & ASSOC INC	21100	CDA4	3533	986.50
04/30/2024	04/16/2024	CASELLE, INC	21100	CDA4	3534	619.00
04/30/2024	04/16/2024	CCI MECHANICAL SERVICES, INC.	21100	CDA4	3535	375.25
04/30/2024	04/16/2024	CHEMTECH/FORD, INC.	21100	CDA4	3536	2,056.00
04/30/2024	04/16/2024	CLYDE, SNOW, & SESSIONS	21100	CDA4	3537	2,070.00
04/30/2024	04/16/2024	COMCAST BUSINESS CORP	21100	CDA4	3538	650.00
04/30/2024	04/16/2024	CORE & MAIN LP	21100	CDA4	3539	168.12
04/30/2024	04/16/2024	DIVISION OF WATER RIGHTS	21100	CDA4	3540	150.00
04/30/2024	04/16/2024	DOMINION ENERGY	21100	CDA4	3541	829.04
04/30/2024	04/16/2024	FREEDOM MAILING SERVICE INC.	21100	CDA4	3542	1,996.55
04/30/2024	04/16/2024	FUEL NETWORK	21100	CDA4	3543	1,039.51
04/30/2024	04/16/2024	HOME DEPOT INC.	21100	CDA4	3544	254.81
04/30/2024	04/16/2024	I.D. ELECTRIC INC.	21100	CDA4	3545	898.56
04/30/2024	04/16/2024	INSPIRA TECHNICAL SOLUTIONS CORP.	21100	CDA4	3546	1,700.00
04/30/2024	04/16/2024	IVORY HOMES	21100	CDA4	3547	12,810.00
04/30/2024	04/16/2024	KNIGHT BROTHERS CONSTR	21100	CDA4	3548	5,000.00
04/30/2024	04/16/2024	LONE PEAK JANITORIAL LLC	21100	CDA4	3549	270.00
04/30/2024	04/16/2024	METER WORKS INC.	21100	CDA4	3550	7,236.69
04/30/2024	04/16/2024	MOUNTAIN AMERICA CREDIT UNION-VISA	21100	CDA4	3551	2,382.89
04/30/2024	04/16/2024	NAPA AUTO PARTS (PRO CHOICE AUTO INC.	21100	CDA4	3552	40.49
04/30/2024	04/16/2024	OFFICE DEPOT INC	21100	CDA4	3553	128.26
04/30/2024	04/16/2024	PEAK ALARM COMPANY, INC.	21100	CDA4	3554	100.00
04/30/2024	04/16/2024	PEHP- LIFE INSURANCE	21100	CDA4	3555	806.95
04/30/2024	04/16/2024	PEHP LONG-TERM DISABILITY	21100	CDA4	3556	242.37
04/30/2024	04/16/2024	PUBLIC EMPLOYEE HEALTH PROGRAM	21100	CDA4	3557	16,796.87
04/30/2024	04/16/2024	REMOTE CONTROL SYSTEMS INC.	21100	CDA4	3558	1,185.00
04/30/2024	04/16/2024	RICOH USA INC.	21100	CDA4	3559	268.06
04/30/2024	04/16/2024	ROCKY MOUNTAIN POWER	21100	CDA4	3560	27,720.16
04/30/2024	04/16/2024	TOOELE COUNTY ROAD DEPT	21100	CDA4	3561	270.00
04/30/2024	04/16/2024	TOOELE COUNTY SOLID WASTE	21100	CDA4	3562	18.45
04/30/2024	04/16/2024	UPPER CASE PRINTING INK.	21100	CDA4	3563	1,023.97
04/30/2024	04/16/2024	WARD ENGINEERING (CORP)	21100	CDA4	3564	2,880.00
04/30/2024	04/08/2024	941 PAYROLL TAXES PD FOR WE033024 FICA	22210	CD	4837	4,052.10
04/30/2024	04/08/2024	941 PAYROLL TAXES PD FOR WE033024 FWT	22220	CD	4837	2,325.68
04/30/2024	04/23/2024	941 PR TAXES FOR WE 04/13/24 FICA	22210	CD	4838	4,020.88
04/30/2024	04/23/2024	941 PR TAXES FOR WE 04/13/24 FWT	22220	CD	4838	2,288.68
04/30/2024	04/22/2024	STATE TAX PAID FOR PR APRIL 2024	22230	CD	4839	2,270.50
04/30/2024	04/08/2024	URS PMT FOR PR WE 033024	22255	CD	4840	5,674.07
04/30/2024	04/22/2024	URS PR PMT FOR WE 041324	22255	CD	4841	5,666.44
04/30/2024	04/05/2024	DIRECT DEPOSIT TOTAL	21500	CDP	92201	19,326.71
04/30/2024	04/19/2024	DIRECT DEPOSIT TOTAL	21500	CDP	92202	19,125.75
04/30/2024	04/05/2024	Coffin, Jody - DIR DEP	21500	CDP	33024585	.00
04/30/2024	04/05/2024	Conger, Cory M. - DIR DEP	21500	CDP	33024586	.00
04/30/2024	04/05/2024	Mann, Marilyn W. - DIR DEP	21500	CDP	33024587	.00
04/30/2024	04/05/2024	McNaughton, Michael - DIR DEP	21500	CDP	33024588	.00
04/30/2024	04/05/2024	Millett, Kevin K. - DIR DEP	21500	CDP	33024589	.00
04/30/2024	04/05/2024	Nelson, Roger - DIR DEP	21500	CDP	33024590	.00
04/30/2024	04/05/2024	Palmer, Brett - DIR DEP	21500	CDP	33024591	.00
04/30/2024	04/05/2024	Park, Colten - DIR DEP	21500	CDP	33024592	.00
04/30/2024	04/05/2024	Rouska, Christine - DIR DEP	21500	CDP	33024593	.00

Period Date	Transaction Date	Description	Account Number	Journal	Check Number	Amount
<b>Mountain America CU</b>						
04/30/2024	04/19/2024	Coffin, Jody - DIR DEP	21500	CDP	41324595	.00
04/30/2024	04/19/2024	Conger, Cory M. - DIR DEP	21500	CDP	41324596	.00
04/30/2024	04/19/2024	Mann, Marilyn W. - DIR DEP	21500	CDP	41324597	.00
04/30/2024	04/19/2024	McNaughton, Michael - DIR DEP	21500	CDP	41324598	.00
04/30/2024	04/19/2024	Millett, Kevin K. - DIR DEP	21500	CDP	41324599	.00
04/30/2024	04/19/2024	Nelson, Roger - DIR DEP	21500	CDP	41324600	.00
04/30/2024	04/19/2024	Palmer, Brett - DIR DEP	21500	CDP	41324601	.00
04/30/2024	04/19/2024	Park, Colten - DIR DEP	21500	CDP	41324602	.00
04/30/2024	04/19/2024	Rouska, Christine - DIR DEP	21500	CDP	41324603	.00
<b>Total Mountain America CU:</b>						<b>159,137.62</b>
<b>Grand Totals:</b>						<b>159,087.62</b>

CHANGE  
APPLICATION  
FOR WATER  
RIGHTS 15-4650  
MICH PETERS,  
CLEARWATER  
HOMNES

INFORMATION  
TO  
THE  
BOARD

## Fw: Change Application for Water Right 15-4650

From: Micah Peters (micah@clearwaterhomesutah.com)

To: brettpalmer2007@yahoo.com

Date: Thursday, May 9, 2024 at 05:42 PM MDT

Brett,

See attached and narrative below.

Can you print the application and sign? I will have cottonwood title come pick it Tomorrow if you are in the office. The division needs original signatures.

Best

**Micah W. Peters**  
**CEO**  
**Clearwater Homes Utah**  
**336 W. Broadway #110**  
**SLC, UT 84101**  
**[Micah@clearwaterhomesutah.com](mailto:micah@clearwaterhomesutah.com)**  
**(801) 599-1839**

---

**From:** George Sommer <gsommer@utah.gov>  
**Sent:** Wednesday, May 8, 2024 4:58 PM  
**To:** Micah Peters <micah@clearwaterhomesutah.com>  
**Subject:** Change Application for Water Right 15-4650

Micah,

Attached are the change application and maps as we discussed on the phone. Please review them carefully for accuracy and completeness. If the well location is not in the correct location, please mark the map and return to me and I can update the application. Also, let me know if any other modifications are needed.

If everything is correct, please print the application and maps. The application will need to be signed by both you and Stansbury Park Improvement District. Please mail the application, maps and a check for \$150 for the filing fee. **Be sure to include the maps, or the application will be returned to you as incomplete.** Make the check payable to Division of Water Rights and mail to:

Division of Water Rights  
PO Box 146300  
Salt Lake City UT 84114-6300

**DO NOT** email the signed application back to me, as we cannot take payments electronically or over the phone. If you would like to pay by cash or credit card, you will need to hand deliver the application. Please let me know if you have any questions.

Thanks,



## George Sommer

Water Rights Specialist

**O:** (801) 538-7427

**E:** [gsommer@utah.gov](mailto:gsommer@utah.gov)

Utah Department of Natural Resources

Division of Water Rights



[waterrights.utah.gov](http://waterrights.utah.gov)



Penelope Rose Change Application c97574 05-08-24.pdf

131.2kB



Penelope Rose Change Application map c97574 05-08-24.pdf

324.9kB

# APPLICATION FOR PERMANENT CHANGE OF WATER

## STATE OF UTAH

Rec. By: \_\_\_\_\_

Fee Amt.: \$150.00

Receipt: # \_\_\_\_\_

For the purpose of obtaining permission to make a permanent change of water in the State of Utah, application is hereby made to the State Engineer, based upon the following showing of facts, submitted in accordance with the requirements of Section 73-3-3 Utah Code Annotated 1953, as amended.

(Document created on May 8, 2024 by GSOMMER)

Change Application Number:

Primary Water Right Number: 15-4650

(c97574, GSOMMER) County Tax Id:

Right Evidenced By: 15-4650

This Change Application proposes to change: POINT(S) OF DIVERSION, PLACE OF USE, NATURE OF USE.

### 1. Owners

Name: Penelope Rose, LLC

Address: 336 W. Broadway #110

Salt Lake City, UT 84101

Interest:

Remarks:

Name: Stansbury Park Improvement District

Address: 10 Plaza

Stansbury Park, UT 84074

Interest:

Remarks: Interested Party

### 2. Dates

Filed:

Priority of Change:

--- Description Of Current Water Right (Heretofore) ---

### 3. General

Quantity of Water: 5 ACFT

Source: Underground Water Well

County: Tooele

### 4. Points of Diversion

#### Underground POD

1: S 596 ft E 235 ft from W4 corner, Sec 35 T 2S R 4W SLBM

Diameter: 8 ins. Depth: 224 to ft. Well ID#: 11479

Source:

### 5. Water Uses

#### Irrigation

1: Beneficial Use Amount: 1.25 acres and Group Total: 1.25 acres

used: 04/01-10/31

### 6. Place of Use

(which includes all or part of the following legal subdivisions):

Permanent Change

NW $\frac{1}{4}$				NE $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$			
N W	N E	S W	S E	N W	N E	S W	S E	N W	N E	S W	S E	N W	N E	S W	S E
Sec 35 T 2S R 4W SLBM								X							

--- The Following Changes are Proposed (Hereafter) ---

## 7. General

Quantity of Water: 5 ACFT

Source: Underground Water Wells (11)

County: Tooele

Common Description: Stansbury Park

## 8. Points of Diversion - Changed as Follows

### Underground POD

1: N 813 ft E 501 ft from S4 corner, Sec 16 T 2S R 4W SLBM

Diameter: ins. Depth: to ft. Well ID#: 0

Source: 17th Hole

2: S 1099 ft W 53 ft from NE corner, Sec 20 T 2S R 4W SLBM

Diameter: ins. Depth: to ft. Well ID#: 0

Source: Well A

3: N 36 ft W 4 ft from E4 corner, Sec 21 T 2S R 4W SLBM

Diameter: 12 ins. Depth: 90 to ft. Well ID#: 0

Source: Gordon Well 1

4: N 270 ft E 35 ft from W4 corner, Sec 22 T 2S R 4W SLBM

Diameter: 20 ins. Depth: 96 to ft. Well ID#: 0

Source: Gordon Well 2

5: N 49 ft E 139 ft from SW corner, Sec 22 T 2S R 4W SLBM

Diameter: ins. Depth: to ft. Well ID#: 0

Source: Well 3

6: S 1370 ft W 911 ft from N4 corner, Sec 27 T 2S R 4W SLBM

Diameter: ins. Depth: to ft. Well ID#: 0

Source: Well 2

7: S 1338 ft W 308 ft from N4 corner, Sec 27 T 2S R 4W SLBM

Diameter: 6 ins. Depth: 100 to 500 ft. Well ID#: 0

Source: Well 1

8: N 1447 ft E 1351 ft from S4 corner, Sec 28 T 2S R 4W SLBM

Diameter: 20 ins. Depth: 670 to ft. Well ID#: 0

Source: Well 5

9: N 163 ft W 769 ft from E4 corner, Sec 28 T 2S R 4W SLBM

Diameter: 16 ins. Depth: 620 to ft. Well ID#: 0

Source: Well 4

10: N 171 ft W 857 ft from E4 corner, Sec 28 T 2S R 4W SLBM

Diameter: ins. Depth: to ft. Well ID#: 0

Source: Test well 4

11: N 495 ft W 138 ft from SE corner, Sec 29 T 2S R 4W SLBM

Diameter: ins. Depth: to ft. Well ID#: 0

Source: Well 6

## 9. Water Uses - Changed as Follows

### Municipal

1: Stansbury Park Improvement District

used: 01/01-12/31

## 10. Place of Use - Changed as Follows

(which includes all or part of the following legal subdivisions or service areas):  
In the service area of Stansbury Park Improvement District

**11. Explanatory**

Water Right #15-4650 containing 5.0 acre-feet to change location and be used within the  
Stansbury Park Improvement District.

**12. Signature of Applicants:**

The undersigned hereby acknowledge that even though they may have been assisted in the preparation of the above-numbered application through the courtesy of the employees of the Division of Water Rights, all responsibility for the accuracy of the information contained herein including maps and other documents attached, at the time of filing, rests with the applicants.

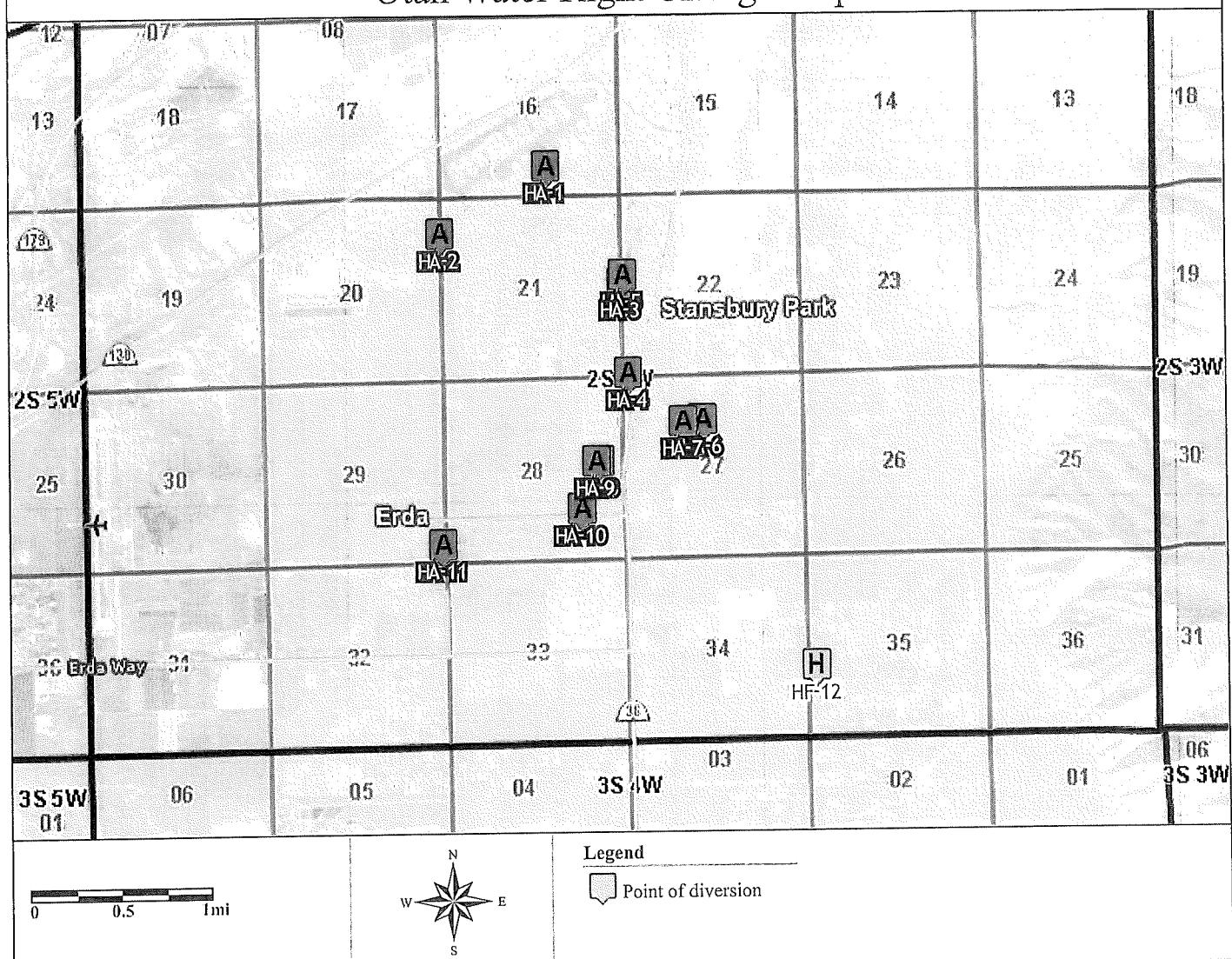
---

Penelope Rose, LLC

*Penelope Rose* 5/10/24

Stansbury Park Improvement District

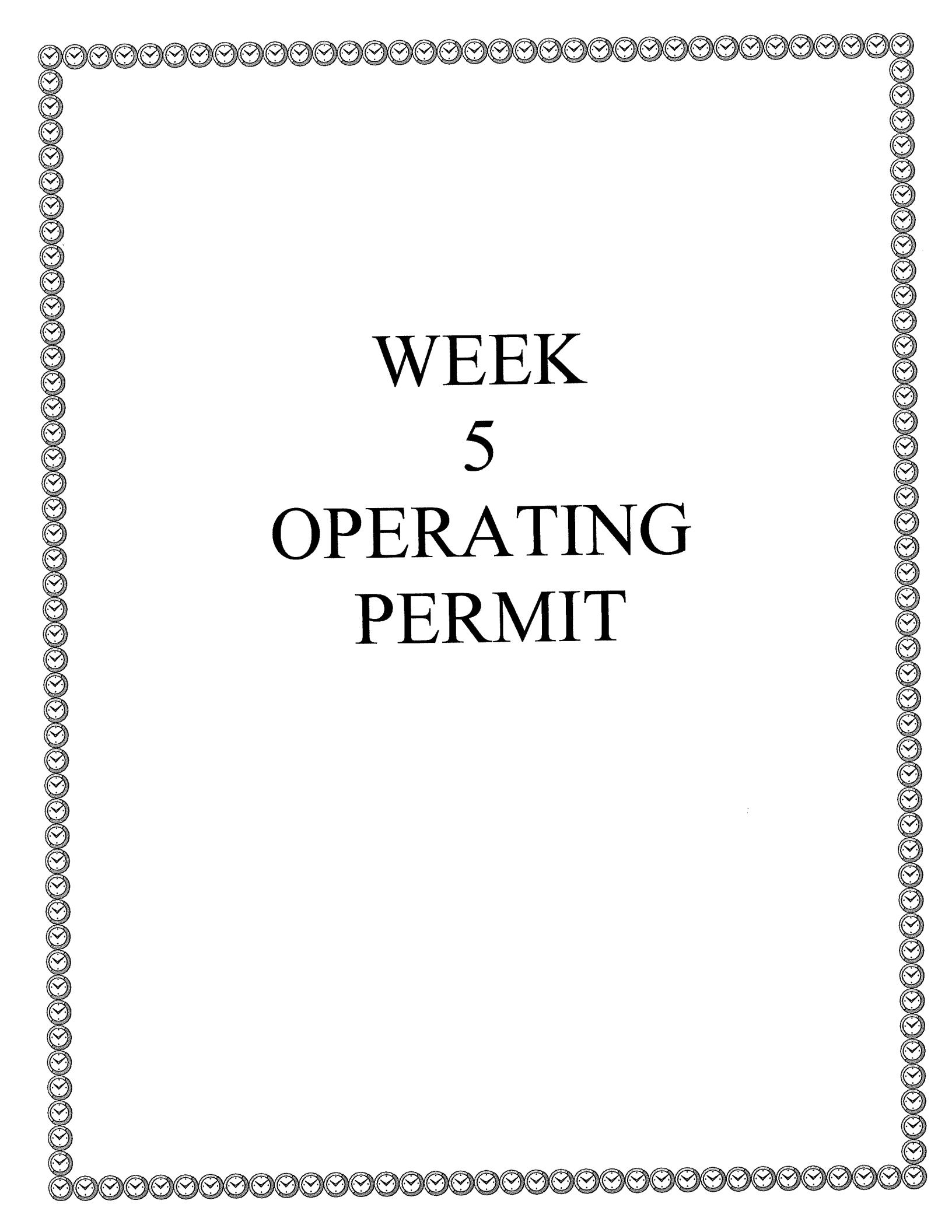
## Utah Water Right Change Map



- (HA-1) N 813 ft, E 501 ft, from S4 cor, Sec 16, T 2S, R 4W, SL B&M (UTM-83: 389840.5, 4499657.8)
- (HA-2) S 1099 ft, W 53 ft, from NE cor, Sec 20, T 2S, R 4W, SL B&M (UTM-83: 388867.6, 4499077.4)
- (HA-3) N 36 ft, W 4 ft, from E4 cor, Sec 21, T 2S, R 4W, SL B&M (UTM-83: 390492.3, 4498614.2)
- (HA-4) N 49 ft, E 139 ft, from SW cor, Sec 22, T 2S, R 4W, SL B&M (UTM-83: 390537.7, 4497809.3)
- (HA-5) N 270 ft, E 35 ft, from W4 cor, Sec 22, T 2S, R 4W, SL B&M (UTM-83: 390504.2, 4498685.5)
- (HA-6) S 1338 ft, W 308 ft, from N4 cor, Sec 27, T 2S, R 4W, SL B&M (UTM-83: 391205.3, 4497386.7)
- (HA-7) S 1370 ft, W 911 ft, from N4 cor, Sec 27, T 2S, R 4W, SL B&M (UTM-83: 391021.5, 4497376.9)
- (HA-8) N 163 ft, W 769 ft, from E4 cor, Sec 28, T 2S, R 4W, SL B&M (UTM-83: 390259.2, 4497036.9)
- (HA-9) N 171 ft, W 857 ft, from E4 cor, Sec 28, T 2S, R 4W, SL B&M (UTM-83: 390232.4, 4497039.3)
- (HA-10) N 1447 ft, E 1351 ft, from S4 cor, Sec 28, T 2S, R 4W, SL B&M (UTM-83: 390098.2, 4496620.8)
- (HA-11) N 495 ft, W 138 ft, from SE cor, Sec 29, T 2S, R 4W, SL B&M (UTM-83: 388838.9, 4496330.5)
- (HF-12) S 596 ft, E 235 ft, from W4 cor, Sec 35, T 2S, R 4W, SL B&M (UTM-83: 392172.5, 4495191.5)

I/we \_\_\_\_\_, hereby acknowledge that this map was prepared in support of Application \_\_\_\_\_. I/we hereby submit this map as a true representation of the facts shown thereon to the best of my/our knowledge and belief.

\_\_\_\_\_  
Applicant(s)\_\_\_\_\_  
Date



WEEK  
5  
OPERATING  
PERMIT



State of Utah

SPENCER J. COX  
*Governor*

DEIDRE HENDERSON  
*Lieutenant Governor*

Department of  
Environmental Quality

Kimberly D. Shelley  
*Executive Director*

DIVISION OF DRINKING WATER  
Nathan Lunstad, P.E.  
*Director*

April 22, 2024

Brett Palmer  
Stansbury Park Improvement District  
#10 Plaza  
Stansbury Park, Utah 84074

Subject: **Operating Permit**, Well #5 (WS005) and Well #5 Tablet Chlorinator (TP005);  
Stansbury Park Improvement System, System #23003, File #10958

Dear Brett Palmer:

The Division of Drinking Water (the Division) received a request for an Operating Permit for Well #5 and the Well #5 Tablet Chlorinator on March 12, 2024. The Division issued Plan Approval for this project on January 27, 2022. This project has met all conditions for receiving an operating permit.

The letter includes the following sections and addenda:

1. Well #5 (WS005) Project Summary
2. Well #5 Tablet Chlorinator (TP005) Project Summary
3. Operating Permit for Well #5 Well and Tablet Chlorinator (WS005, TP005)
4. Secondary Disinfection Requirements
5. Monitoring and Reporting
6. Monitoring and Reporting Requirements (Addendum 1)

**Well #5 (WS005) Project Summary**

Our understanding is that Well #5 has been completed according to the following:

1. This project was comprised of equipping Stansbury Park Improvement District's new Well #5. The new well pump, well discharge piping, and tablet chlorinator are housed within a new well house located near the intersection of Church Road and Old Ranch Road in Stansbury Park, Utah.
2. The well was equipped with a new 400-horsepower vertical turbine pump with a maximum pumping capacity of 2,500 gallons per minute (gpm). The pump was equipped

with a variable frequency drive (VFD). The intake for the pump is approximately 250 feet below the ground surface.

3. The well discharge piping includes a Rossum sand tester, an automatic backwashing screen filter for sand removal, a magnetic flow meter, a new turbidimeter, and other valves and appurtenances. The discharge piping connects to a valved pump-to-waste line which discharges into a detention basin outside the well house.
4. A 1.5-inch diameter water line pulls water from the well discharge piping downstream of the sand filter to supply the new tablet chlorinator solution tank. Another 1.5-inch diameter line returns the chlorinated water to the well discharge line just upstream of where the piping enters the floor and flows out of the building.
5. A new Horizon Model PTF-100 tablet chlorinator was installed inside the new well house.
6. This well is identified as WS005 in the Division's database

### **Well #5 Tablet Chlorinator (TP005) Project Summary**

The Well #5 Tablet Chlorinator (TP005) included in this project has been completed according to the following:

1. The Well #5 Tablet Chlorinator is a tablet chlorinator using Horizon PT 90 trichloroisocyanurate (trichlor) tablets.
2. This chlorinator adds chlorine to the water from Well #5 (WS005).
3. This chlorinator is only intended to provide elective disinfection and to help maintain the chlorine residual within Stansbury Park Improvement District's distribution system. This chlorinator is not intended to provide primary or secondary disinfection.
4. The Horizon PT 90 tablets meet the ANSI/NSF 60 standard.
5. The design target dose of 0.3 mg/L or ppm (measured as free chlorine) is based on an anticipated flow of 2,500 gpm from Well #5 (WS005).
6. The chlorine dose will be adjusted by an automatic flow-paced control.
7. The Point of Entry (POE) sampling location will be a continuous analyzer located within the Well #5 Well house. A  $\frac{3}{4}$ -inch diameter line runs to the analyzer from a saddle on the main line about 30 feet outside the well house, downstream of the well discharge line connection.
8. This chlorinator is identified as TP005 in the Division's database.

### **Operating Permit for Well #5 (WS005) and Well #5 Tablet Chlorinator (TP005)**

We have received the following information for Well #5 (WS005) and the Well #5 Tablet Chlorinator (TP005):

1. Design engineer's statement of conformance with approval conditions and that changes made during construction were in conformance with rules R309-500 through 550.
2. Evidence of O&M manual delivery.
3. Record drawings.
4. Documentation that the requirements for coverage under the City/County source protection ordinance have been met.
5. Satisfactory bacteriological results as evidence of proper disinfection and flushing.

We have determined that all conditions for issuing an operating permit have been met. On this basis, an **Operating Permit for Well #5 and Well #5 Tablet Chlorinator is hereby issued as constituted by this letter**. You may now place the new facilities in service in your water system.

Please maintain a copy of this letter with your permanent records for future reference.

The equipped well pump capacity of Well #5 is 2,500 gallons per minute (gpm). The safe yield of Well #5 is rated at 1,933 gpm, which is calculated based on two-thirds of the constant-rate aquifer drawdown test results at 2,900 gpm. The safe yield of 1,933 gpm is the basis for determining the maximum number of connections that Well #5 can serve.

### **Secondary Disinfection Requirements**

The Stansbury Park Water System has elected to install the Well #5 Tablet Chlorinator (TP005) and must provide continuous disinfection to maintain detectable chlorine residuals throughout the distribution system for secondary disinfection. Stansbury Park Water System is not currently required to disinfect Well #5 (WS005) based on available bacteriological source sample results.

The Division shall be informed by telephone within 8 hours by a water supplier of the malfunction of any disinfection facility such that a detectable residual cannot be maintained at all points in the distribution system per R309-105-18(1)(a).

Please be aware that, if any water source of the Stansbury Park Water System is found to require primary disinfection in the future per R309-200-5(7)(a)(i), additional regulations will apply. This will include submitting disinfection CT information showing compliance with 4-log virus inactivation in accordance with the Ground Water Rule in R309-215-16.

The Stansbury Park Water System is required to demonstrate ongoing compliance with the **secondary disinfection requirements found in Addendum 1** as long as the Well #5 Tablet Chlorinator (TP005) is in operation.

### **Monitoring and Reporting**

Issuance of this Operating Permit changes your water system's monitoring and reporting requirements. Additional monitoring and reporting requirements are found in Addendum 1 to this letter. **The staff of the Rules Section will follow up to provide an updated monitoring schedule to you.** Please contact Mark Berger, Water Quality/Monitoring and Standards Manager, at (801) 641-6457 for questions regarding the monitoring and reporting requirements for your water system.

There may be new changes in monitoring and reporting requirements in the future as the Division continues to improve the disinfection monitoring and reporting practices. Failure to adhere to required monitoring and reporting will result in violations and the assessment of IPS points.

Brett Palmer  
Page 4 of 4  
April 22, 2024

If you have any questions regarding this Operating Permit, please contact Hunter Payne, of this office, at (385)278-9837, or Michael Newberry, Permitting and Engineering Support Manager, at (385) 515-1464.

Sincerely,



Russell Seeley, P.E.  
Assistant Director

HP/mrn/mdb

Enclosures – Addendum 1- Monitoring and Reporting Requirements

cc: Bryan Slade, Tooele County Health Department, bryan.slade@tooelehealth.org  
Eric Neil, P.E., Bowen Collins & Associates, eneil@bowencollins.com  
Brett Palmer, Stansbury Park Improvement District, brettpalmer2007@yahoo.com  
Hunter Payne, Division of Drinking Water, hnpayne@utah.gov  
Brent Arns, Division of Drinking Water, barns@utah.gov  
Chris Martin, Division of Drinking Water, cmartin@utah.gov  
Luke Treutel, Division of Drinking Water, ltreutel@utah.gov  
Sitara Federico, Division of Drinking Water, sfederico@utah.gov

DDW-2024-007246

## **Addendum 1** **Elective Monitoring and Reporting Requirements**

### **Chlorine Monitoring & Reporting Requirements**

The water system is required to meet elective disinfection requirements. As a part of these requirements, the water system is required to continuously maintain a minimum free chlorine residual at each chlorinator Point of Entry (POE) into the system and demonstrate a detectable chlorine residual in the distribution system.

### **Elective Disinfection Requirements and Reporting**

#### **1. Chlorine Residual – Point of Entry (POE) to Distribution System**

- a. The POE sampling location is identified as **EP005** in the Division's database. This location has been identified as the continuous analyzer located within the Well #5 Well house. Maintain a minimum of 0.2 mg/L residual (measured as free chlorine) at the POE sampling location. [R309-215-16(3)(b)(iii)(A)(I) and (II)]
- b. The chlorine residual concentration measured at the POE sampling location shall not exceed the maximum residual disinfectant level (MRDL) of 4.0 mg/L (measured as free chlorine). [R309-200-5(3)(c)(iv)]
- c. Record and report the lowest daily chlorine residual concentration, measured as free chlorine, at the chlorinator POE sampling location **a minimum of three (3) times per week**. [R309-210- 8(3)(a)(ii)]
  - i. Our records show that your water system serves 9,839 people. Please be aware that R309-215-16(3)(b)(iii)(A)(I) requires water systems serving greater than 3,300 people to continuously monitor the POE chlorine residuals. Therefore, an online analyzer to continuously monitor the POE chlorine residuals entering the distribution system is needed.

#### **2. Chlorine Residual – Distribution System (DS001)**

- a. This water system must **maintain a detectable residual throughout the distribution system**. It is recommended to maintain the chlorine residual above 0.1 ppm in the distribution system. [R309-520-5]
- b. The chlorine residual measured in the distribution system shall not exceed the maximum residual disinfectant level (MRDL) of 4.0 mg/L (measured as free chlorine). [R309-200-5(3)(c)(iv)]
- c. This water system must **take a minimum of three (3) chlorine residual samples per week at varying locations throughout its distribution system (DS001)**. [R309-105-10(1)(c)]
- d. Distribution system chlorine residuals must be taken in conjunction with total coliform sampling. [R309-215-10(3)]

### **Disinfection Report Submission**

To demonstrate ongoing compliance with secondary disinfection requirements, the water system must complete monthly operational reports for each active chlorinator using a template approved by the Division.

1. **Operational reports are submitted quarterly.** The reports are due to the Division by the 10th day following the end of each reporting month or quarter (i.e., January 10th, April 10th, July 10th, and October 10th for quarterly reports). The reports can be submitted by hardcopy, fax, or email at [DDWReports@utah.gov](mailto:DDWReports@utah.gov). Please contact Luke Treutel at (385) 258-6084 or [ltreutel@utah.gov](mailto:ltreutel@utah.gov) to schedule training regarding proper reporting.
2. In addition to monthly disinfection reporting, this water system must submit the monthly average of chlorine residual samples taken in the distribution system. Distribution system chlorine residual monitoring results are due quarterly by the same compliance dates as the monthly disinfection report and can be submitted via an online form found at [mrdl.utah.gov](http://mrdl.utah.gov).
3. Records must be maintained for a minimum of 5 years. [R309-105-17(1)]

### Source Bacteriological Monitoring

This water system is required to **take monthly bacteriological samples of the Well #5 (WS005) prior to any treatment, for the months the spring is (*in operation or accessible*).** The source sampling requirement shall begin with the 2024 operating season and last at least two operating seasons.

1. The purpose of the source sampling requirement is to gather data to evaluate the quality of the source water from Well #5 (WS005) and determine whether primary disinfection treatment is required or not.
2. Label the source samples with **WS005** as the sampling location.
3. The required source bacteriological sampling is shown on your monitoring schedule for this sample site. Please note that the source sampling is in addition to the distribution system bacteriological sampling already in place, which is labeled DS001.
4. After two seasons of source sampling data become available, the Division will evaluate the results to determine whether primary disinfection is required for Well #5 (WS005).

Please contact Sitara Federico for any positive samples that may occur at the source at 385-515-1459 or [sfederico@utah.gov](mailto:sfederico@utah.gov). If any sample result comes back as E. coli positive, please contact the Division within 24 hours of being notified of the result.

### Source Chemical Monitoring

**Issuance of this Operating Permit changes your water system's monitoring and reporting requirements.** The monitoring requirements for this well are given below. An updated monitoring schedule can be viewed any time at [waterlink.utah.gov](http://waterlink.utah.gov) under the Water Monitoring section.

Please contact David Kruse at (385)-566-7789 or [dbkruse@utah.gov](mailto:dbkruse@utah.gov) for questions regarding the source monitoring and reporting requirements for your water system.

Facility with new requirements	Analyte(s) Required	# of samples	Sampling Frequency	Next Due Date	Rule Reference
WS005 Well #5	Inorganics & Metals	1	Every three years	01/01/2023-12/31/2025	R309-205-5(3)(a)

Nitrate	1	Yearly	01/01/2024-12/31/2024	R309-205-5(4)(a)
Sulfate, Sodium, TDS	1	Every three years	01/01/2023-12/31/2025	R309-205-5(3)(a)
Pesticides	1	Quarterly	07/01/2024-09/30/2024	R309-205-6(1)(d)
Radionuclides	1	Quarterly	07/01/2024-09/30/2024	R309-205-7(1)(b)
Volatile Organic Contaminants	1	Yearly	01/01/2024-12/31/2024	R309-205-6(2)