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**BENCHMARK**

THE 2023 BENCHMARK FOR THE  
CONSTRUCTION INDUSTRY  
IS HERE

LAND USE TABLE	LAND USE	AREA (SQ. FT.)
1. SINGLE-FAMILY RESIDENTIAL	1. SINGLE-FAMILY RESIDENTIAL	1. SINGLE-FAMILY RESIDENTIAL
2. MULTIFAMILY RESIDENTIAL	2. MULTIFAMILY RESIDENTIAL	2. MULTIFAMILY RESIDENTIAL
3. COMMERCIAL	3. COMMERCIAL	3. COMMERCIAL
4. INDUSTRIAL	4. INDUSTRIAL	4. INDUSTRIAL
5. PUBLIC USE	5. PUBLIC USE	5. PUBLIC USE
6. OPEN SPACE	6. OPEN SPACE	6. OPEN SPACE
7. PARKING	7. PARKING	7. PARKING
8. UTILITIES	8. UTILITIES	8. UTILITIES
9. OTHER	9. OTHER	9. OTHER

**NOTES:**

1. THE TOTAL AREA OF THE PROJECT IS 1.00 ACRES.

2. THE TOTAL AREA OF THE PROJECT IS 1.00 ACRES.

3. THE TOTAL AREA OF THE PROJECT IS 1.00 ACRES.

4. THE TOTAL AREA OF THE PROJECT IS 1.00 ACRES.

5. THE TOTAL AREA OF THE PROJECT IS 1.00 ACRES.

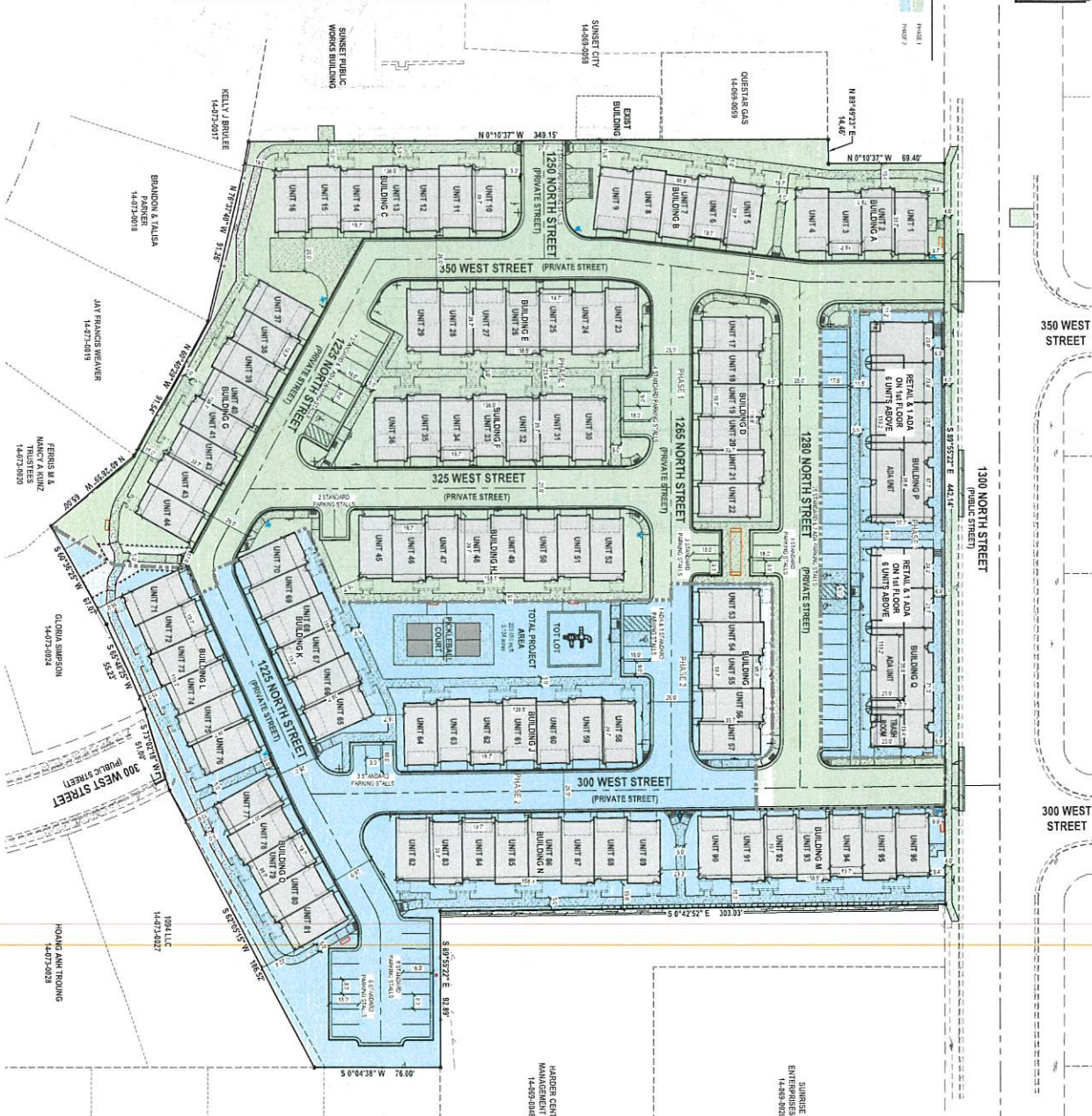
6. THE TOTAL AREA OF THE PROJECT IS 1.00 ACRES.

7. THE TOTAL AREA OF THE PROJECT IS 1.00 ACRES.

8. THE TOTAL AREA OF THE PROJECT IS 1.00 ACRES.

9. THE TOTAL AREA OF THE PROJECT IS 1.00 ACRES.

MIXED USE BUILDINGS & A TABLE	MIXED USE BUILDINGS & A TABLE	MIXED USE BUILDINGS & A TABLE
1. SINGLE-FAMILY RESIDENTIAL	1. SINGLE-FAMILY RESIDENTIAL	1. SINGLE-FAMILY RESIDENTIAL
2. MULTIFAMILY RESIDENTIAL	2. MULTIFAMILY RESIDENTIAL	2. MULTIFAMILY RESIDENTIAL
3. COMMERCIAL	3. COMMERCIAL	3. COMMERCIAL
4. INDUSTRIAL	4. INDUSTRIAL	4. INDUSTRIAL
5. PUBLIC USE	5. PUBLIC USE	5. PUBLIC USE
6. OPEN SPACE	6. OPEN SPACE	6. OPEN SPACE
7. PARKING	7. PARKING	7. PARKING
8. UTILITIES	8. UTILITIES	8. UTILITIES
9. OTHER	9. OTHER	9. OTHER



- GENERAL NOTES**
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SALT LAKE COUNTY ZONING ORDINANCES AND SUPPLEMENTARY ORDINANCES.
  2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SALT LAKE COUNTY ZONING ORDINANCES AND SUPPLEMENTARY ORDINANCES.
  3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SALT LAKE COUNTY ZONING ORDINANCES AND SUPPLEMENTARY ORDINANCES.
  4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SALT LAKE COUNTY ZONING ORDINANCES AND SUPPLEMENTARY ORDINANCES.
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  9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SALT LAKE COUNTY ZONING ORDINANCES AND SUPPLEMENTARY ORDINANCES.

**ENSGN**  
THE PARTNERSHIP IN ENGINEERING

**PROJECT INFORMATION**

PROJECT: SUNSET MIXED-USE DEVELOPMENT  
LOCATION: 325 WEST 1300 NORTH, SALT LAKE CITY, UT 84119  
OWNER: SUNSET MIXED-USE DEVELOPMENT LLC  
DESIGNER: ENSGN  
DATE: 10/1/2023

**REVISIONS**

NO.	DATE	DESCRIPTION
1	10/1/2023	ISSUED FOR PERMIT

**SCALE**

1" = 20'

When recorded, mail to:

200 W 1300 N  
Sunset, UT 84019

Affects Parcel No(s): \_\_\_\_\_

### LONG-TERM STORMWATER MANAGEMENT AGREEMENT

This Long-Term Stormwater Management Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of October, 20 25, by and between Sunset City, a Utah municipal corporation ("City"), and Matthew Carter, a \_\_\_\_\_ ("Owner").

### RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the MS4, as set forth in the Chapter 6 City Stormwater Ordinance, as amended ("Ordinance"), adopted pursuant to the Utah Water Quality Act, as set forth in *Utah Code Ann. §§ 19-5-101, et seq.*, as amended ("Act"); and

WHEREAS, the Owner hereby represents and acknowledges that it is the owner in fee simple of certain real property more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, the Owner desires to build or develop the Property and/or to conduct certain regulated construction activities on the Property which will alter existing storm and surface water conditions on the Property and/or adjacent lands; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner is required to build and maintain at Owner's expense a storm and surface water management facility or improvements ("Stormwater Facilities"); and

WHEREAS, the Stormwater Facilities are more particularly described and shown in the final site plan or subdivision approved for the Property and related engineering drawings, and any amendments thereto, which plans and drawings are on file with the City and are hereby incorporated herein by this reference ("Development Plan"); and

WHEREAS, summary description of all Stormwater Facilities, details and all appurtenance draining to and affecting the Stormwater Facilities and establishing the standard operation and routine maintenance procedures for the Stormwater Facilities, and control measures installed on the Property, ("Long Term Stormwater Management Plan") more particularly shown in Exhibit "B" on file with the City Recorder and,

WHEREAS, a condition of Development Plan approval, and as required as part of the City's Small MS4 UPDES General Permit from the State of Utah, Owner is required to enter into this Agreement establishing a means of documenting the execution of the Long Term Stormwater Management Plan and,

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the City's approval of the Long Term Stormwater Management Plan, and the mutual covenants contained herein, the parties agree as follows:

### **Section 1**

Construction of Stormwater Facilities. The Owner shall, at its sole cost and expense, construct the Stormwater Facilities in accordance with the Development Plans and specifications, and any amendments thereto which have been approved by the City.

### **Section 2**

Maintenance of Stormwater Facilities. The Owner shall, at its sole cost and expense, adequately maintain the Stormwater Facilities. Owner's maintenance obligations shall include all system and appurtenance built to convey stormwater, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance, for purposes of this Agreement, is defined as good working condition so that the Stormwater Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Stormwater Facilities in good working condition.

### **Section 3**

Annual Maintenance Report of Stormwater Facilities. The Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to the MS4 annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Stormwater Facilities. The annual inspection shall cover all aspects of the Stormwater Facilities, including, but not limited to, the parking lots, structural improvements, berms, channels, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The report shall also contain a certification as to whether adequate maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by June 30<sup>th</sup> of each year and shall be on forms acceptable to the City.



#### **Section 4**

City Oversight Inspection Authority. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities upon reasonable notice not less than three business days to the Owner. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Stormwater Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and the Stormwater Facilities Maintenance Plan.

#### **Section 5**

Notice of Deficiencies. If the City finds that the Stormwater Facilities contain any defects or are not being maintained adequately, the City shall send Owner written notice of the defects or deficiencies and provide Owner with a reasonable time, but not less than sixty (60) days, to cure such defects or deficiencies. Such notice shall be confirmed delivery to the Owner or sent certified mail to the Owner at the address listed on the County Tax Assessor.

#### **Section 6**

Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, changes or modifications to the Stormwater Facilities as may be determined as reasonably necessary by the City within the required cure period to ensure that the Stormwater Facilities are adequately maintained and continue to operate as designed and approved.

#### **Section 7**

City's Corrective Action Authority. In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the City, after due notice of deficiencies as provided in Section 5 and failure to cure, then, upon Owner's failure to cure or correct within thirty days following a second notice delivered to Owner, the City may issue a Citation punishable as a Misdemeanor in addition to any State or EPA fine. The City may also give written notice that the facility storm drain connection will be disconnected. Any damage resulting from the disconnection is subject to the foregoing cure periods. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The actions described in this Section are in addition to and not in lieu of any and all equitable remedies available to the City as provided by law for Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

#### **Section 8**

Reimbursement of Costs. In the event the City, pursuant to this Agreement, incurs any costs, or expends any funds resulting from enforcement or cost for labor, use of equipment, supplies, materials, and the like related to storm drain disconnection from the City system, the Owner shall reimburse the City upon demand, within thirty (30)



days of receipt thereof for all actual costs incurred by the City. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments.

#### **Section 9**

Successor and Assigns. This Agreement shall be recorded in the County Recorder's Office and the covenants and agreements contained herein shall run with the land and whenever the Property shall be held, sold, conveyed or otherwise transferred, it shall be subject to the covenants, stipulations, agreements and provisions of this Agreement which shall apply to, bind and be obligatory upon the Owner hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property described herein.

#### **Section 10**

Severability Clause. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the Owner, its successors and assigns, is held invalid, the remainder of this Covenant shall not be affected thereby.

#### **Section 11**

Utah Law and Venue. This Agreement shall be interpreted under the laws of the State of Utah. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Salt Lake County, Utah.

#### **Section 12**

Indemnification. This Agreement imposes no liability of any kind whatsoever on the City, and the Owner agrees to hold the City harmless from any liability in the event the Stormwater Facilities fail to operate properly. The Owner shall indemnify and hold the City harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the City from failure of Owner to comply with its obligations under this agreement relating to the Stormwater Facilities.

#### **Section 13**

Amendments. This Agreement shall not be modified except by written instrument executed by the City and the Owner of the Property at the time of modification, and no modification shall be effective until recorded in the Salt Lake County Recorder's Office.

#### **Section 14**

Subordination Requirement. If there is a lien, trust deed or other property interest recorded against the Property, the trustee, lien holder, etc., shall be required to execute a subordination agreement or other acceptable recorded document agreeing to subordinate their interest to the Agreement.

### Section 15

Exhibit B. The Long-Term Stormwater Management Plan (LTSWMP) must adapt to change in good judgment when site conditions and operations change and when existing programs are ineffective. Exhibit B will not be filed with the agreement at County Recorder but is included by reference and kept on file with the City Recorder. Revision applications must be filed with the City 200 W 1300 N and amended into the LTSWMP on file with the SunSet City recorder.

**LONG-TERM STORMWATER MANAGEMENT PLAN AGREEMENT**

SO AGREED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**PROPERTY OWNER**

By: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

STATE OF UTAH \_\_\_\_\_ )

:ss.

COUNTY OF \_\_\_\_\_ )

The above instrument was acknowledged before me by \_\_\_\_\_, this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Residing in: \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_ **CITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Mayor \_\_\_\_\_

Attest: \_\_\_\_\_

City Recorder

STATE OF UTAH \_\_\_\_\_ )

:ss.

COUNTY OF \_\_\_\_\_ )

The above instrument was acknowledged before me by \_\_\_\_\_, this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Residing in: \_\_\_\_\_

My commission expires: \_\_\_\_\_ LTSWMP \_\_\_\_\_



Attachments:

Exhibit A: Legal Description

Exhibit B: Long-Term Stormwater Management Plan; Filed with SUNSET City  
Recorder

# LONG-TERM STORMWATER MANAGEMENT PLAN AND AGREEMENT

*Project:*

**Sunset Mixed-Use Development**

325 West 1300 North

Sunset, Utah 84015

*Project Number:* 13659

*Prepared For:*

**Matt Carter**

4325 South Bountiful Blvd

Bountiful, Utah 84010

*Date:*

June 2025

*Prepared By:*

**Ike Buckley, E.I.T.**

*Reviewed By:*

**Kevin Simmons, P.E.**

**ENSIGN**  
THE STANDARD IN ENGINEERING

**Ensign Engineering**

919 North 400 West

Layton, Utah 84041

P: (801) 547-1100

F: (801) 255-4449

[ensigneng.com](http://ensigneng.com)

## EXHIBIT A

### PHASE 1 DESCRIPTION

A parcel of land, being a portion of those parcels described in Entry No 3456954, more specifically all of Parcel 1 and a portion of Parcel 2, situate in the Northeast Quarter of Section 35, Township 5 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Sunset City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point on the southerly right of way line of 1300 North Street, said point being North 89°55'22" West 1617.99 feet (NAD83 Bearing being North 89°34'59" West between the Northeast Corner and the North Quarter Corner of said Section 35 per the Davis County Township Reference Plats) and South 0°04'38" West 33.00 feet from the Northeast Corner of said Section 35 and running thence:

South 00°04'18" West 6.63 feet;

thence North 89°55'42" West 4.12 feet;

thence South 00°42'52" East 106.41 feet;

thence South 89°17'08" West 30.50 feet;

thence northwesterly 15.56 feet along the arc of a 10.00-foot radius non-tangent curve to the left (center bears South 89°14'45" West and the long chord bears North 45°20'17" West 14.04 feet with a central angle of 89°10'06");

thence North 89°55'22" West 94.66 feet;

thence South 00°04'38" West 60.68 feet;

thence South 89°55'22" East 9.73 feet;

thence South 00°11'20" East 31.00 feet;

thence South 05°22'52" East 5.53 feet;

thence South 00°11'20" East 162.62 feet;

thence South 65°48'25" West 41.18 feet;

thence South 89°48'40" West 12.73 feet;

thence South 00°11'20" East 20.74 feet;



thence southeasterly 11.62 feet along the arc of a 11.00-foot radius tangent curve to the left (center bears North 89°48'40" East and the long chord bears South 30°26'40" East 11.08 feet with a central angle of 60°30'40");

thence South 60°42'00" East 19.27 feet;

thence South 24°11'35" East 21.33 feet;

thence easterly 9.48 feet along the arc of a 28.00-foot radius non-tangent curve to the left (center bears North 04°47'39" West and the long chord bears North 75°30'23" East 9.43 feet with a central angle of 19°23'56");

thence South 24°11'35" East 13.00 feet;

thence South 65°48'25" West 17.31 feet;

thence South 02°27'16" West 43.43 feet;

thence South 31°27'02" West 44.13 feet to a point on the southerly line of aforementioned Parcel 1, also being the northerly line of Scotts-Dale Subdivision Amended;

thence along the boundary of said Parcel 1 the following eight (8) courses and distances:

- 1) North 40°28'59" West 62.66 feet;
- 2) North 60°40'29" West 91.54 feet;
- 3) North 76°37'40" West 91.26 feet;
- 4) North 79°22'07" West 18.96 feet;
- 5) North 00°10'37" West 349.15 feet;
- 6) North 89°49'23" East 14.46 feet;
- 7) North 00°10'37" West 69.40 feet to a point on the aforementioned right-of-way line;
- 8) South 89°55'22" East 88.18 feet;

thence South 00°11'45" East 56.60 feet;

thence South 89°55'22" East 9.01 feet;

thence South 00°04'38" West 17.50 feet;

thence South 89°55'22" East 255.19 feet;

thence northeasterly 2.39 feet along the arc of a 6.75-foot radius non-tangent curve to the left (center bears North 00°04'38" East and the long chord bears North 79°56'45" East 2.37 feet with a central angle of 20°15'46");

thence North 00°42'52" West 73.69 feet;

thence South 89°55'22" East 34.71 feet to the Point of Beginning.

Contains: 116,879 square feet or 2.683 acres.

## PHASE 2 DESCRIPTION

### PARCEL 1

A parcel of land, being a portion of those parcels described in Entry No 3456954, more specifically a portion of Parcel 2 and all of Parcel 3, situate in the Northeast Quarter of Section 35, Township 5 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Sunset City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point on the southerly right of way line of 1300 North Street, said point being North 89°55'22" West 1564.55 feet (NAD83 Bearing being North 89°34'59" West between the Northeast Corner and the North Quarter Corner of said Section 35 per the Davis County Township Reference Plats) and South 0°04'38" West 33.00 feet from the Northeast Corner of said Section 35 and running thence along the boundary of said parcels the following seven (7) courses and distances:

- 1) South 00°42'52" East 303.03 feet;
- 2) South 89°55'22" East 92.89 feet;
- 3) South 00°04'38" West 76.00 feet;
- 4) South 62°05'15" West 186.52 feet;
- 5) South 73°02'18" West 51.00 feet;
- 6) South 65°48'25" West 55.23 feet;
- 7) South 60°36'25" West 67.07 feet to a point on the easterly boundary line of Sunset Mixed Use Development Phase 1 Subdivision;

thence along the boundary line of said subdivision the following nineteen (19) courses and distances:

- 1) North 31°27'02" East 44.13 feet;
- 2) North 02°27'16" East 43.43 feet;
- 3) North 65°48'25" East 17.31 feet;
- 4) North 24°11'35" West 13.00 feet;
- 5) westerly 9.48 feet along the arc of a 28.00-foot radius non-tangent curve to the right (center bears North 24°11'35" West and the long chord bears South 75°30'23" West 9.43 feet with a central angle of 19°23'56");
- 6) North 24°11'35" West 61.60 feet;
- 7) North 65°48'25" East 48.57 feet;
- 8) North 00°11'20" West 162.62 feet;
- 9) North 05°22'52" West 5.53 feet;
- 10) North 00°11'20" West 31.00 feet;
- 11) North 89°55'22" West 9.73 feet;
- 12) North 00°04'38" East 60.68 feet;
- 13) South 89°55'22" East 94.66 feet;
- 14) southeasterly 15.56 feet along the arc of a 10.00-foot radius non-tangent curve to the right (center bears South 00°04'40" West and the long chord bears South 45°20'17" East 14.04 feet with a central angle of 89°10'06");
- 15) North 89°17'08" East 30.50 feet;
- 16) North 00°42'52" West 106.41 feet;
- 17) South 89°55'42" East 4.12 feet;
- 18) North 00°04'18" East 6.63 feet;
- 19) South 89°55'22" East 53.44 feet to the Point of Beginning.

Contains: 87,213 square feet or 2.002 acres.

## PARCEL 2

A parcel of land, being a portion of those parcels described in Entry No 3456954, more specifically a portion of Parcel 1 and 2, situate in the Northeast Quarter of Section 35, Township 5 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Sunset City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point on the southerly right of way line of 1300 North Street, said point also being on the westerly boundary line of Sunset Mixed Use Development Phase 1 Subdivision, said point being North 89°55'22" West 1652.70 feet (NAD83 Bearing being North 89°34'59" West between the Northeast Corner and the North Quarter Corner of said Section 35 per the Davis County Township Reference Plats) and South 0°04'38" West 33.00 feet from the Northeast Corner of said Section 35 and running thence along the boundary of said subdivision the following six (6) courses and distances:

- 1) South 00°42'52" East 73.69 feet;
- 2) westerly 2.39 feet along the arc of a 6.75-foot radius non-tangent curve to the right (center bears North 20°11'08" West and the long chord bears South 79°56'45" West 2.37 feet with a central angle of 20°15'46");
- 3) North 89°55'22" West 255.19 feet;
- 4) North 00°04'38" East 17.50 feet;
- 5) North 89°55'22" West 9.01 feet;
- 6) North 00°11'45" West 56.60 feet to a point on said right of way line;

thence South 89°55'22" East 265.79 feet along said line to the Point of Beginning.

Contains: 19,563 square feet or 0.449 acres.

## EXHIBIT B

### Long-Term Stormwater Management Plan

for:

Sunset Mixed-Use Development Phase 1 & 2  
325 West 1300 North  
Sunset, Utah 84015



Site Manager, Company Representative, Property Agent, etc.  
Phone Number:  
Email:

## **PURPOSE AND RESPONSIBILITY**

As required by the Clean Water Act and resultant local regulations, including Sunset City Municipal Separate Storm Sewer Systems (MS4) Permit, those who develop land are required to build and maintain systems to minimize litter and contaminants in stormwater runoff that pollute waters of the State.

This Long-Term Stormwater Management Plan (LTSWMP) describes the systems, operations and the minimum standard operating procedures (SOPs) necessary to manage pollutants originating from or generated on this property. Any activities or site operations at this property that contaminate water entering the City's stormwater system, groundwater and generate loose litter must be prohibited.

The Weber River is not impaired. The LTSWMP is aimed at addressing any pollutants that can be generated by this property.

## **CONTENTS**

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

SECTION 2: TRAINING

SECTION 3: RECORDKEEPING

SECTION 4 APPENDICES

## **SECTION 1: SITE DESCRIPTION, USE AND IMPACT**

Our site infrastructure is limited at controlling and containing pollutants. If our property and operations are managed improperly we will contaminate our water resources. This LTSWMP includes standard operations procedures (SOP)s intended to compensate for the limitations of our site infrastructure and direct our maintenance operations to responsibly manage our grounds. SOPs are filed in appendix B.

### **Parking, Sidewalk and flatwork**

The site has a significant amount of impervious surface, primarily concrete pavement, concrete walkways, and the buildings themselves. Any sediment, debris, fluids or other waste left or that collect on it will be carried by runoff to the storm drain inlets. This waste material will settle in our storm drain system increasing maintenance cost and any material dissolving in the runoff will pass through our system. Maintenance involves regular sweeping, but it can also involve pavement washing to remove stains, slick spots and appearance when necessary. The Sweeping and the Pavement Washing SOPs are used to manage the pollutants associated with pavements.

### **Landscaping**

This property's landscape areas will require regular maintenance. This will involve mowing, pruning, hand digging leaving grass clippings, sticks, branches, dirt, mulch, including fertilizers, pesticides and other pollutants that can fall or be left on our paved areas. It is vital that the paved areas with direct connection to the city storm drain systems remain clear and clean of landscape pollutants. The Landscape Maintenance SOP is written to control and manage this potential problem.

### **Flood and Water Quality Control System**

Our flood and water quality control system includes directing runoff into landscaping swales, open landscaping areas, and storm drain inlets. Directing runoff to our landscape areas is a low impact system intended to trap and treat our urban pollutants on the surface to protect downstream water resources. Our system includes underground detention storage and an underground infiltration system. The infiltration system is design to drain the first ½" of runoff into the ground required by Clean Water Act regulation. Infiltrating some of our runoff helps keep streams and rivers clean but if we are not careful can contaminate groundwater. Anything we put or allow to be left on our pavements will eventually be carried to our water quality units and underground infiltration system filling it with sediment and debris increasing maintenance cost. Also by-passing dissolved and liquid pollutants can increase the risk for contaminating groundwater for which we are responsible. It is important our flood control volume and water quality system is adequately maintained to function properly.

### **Waste Management**

The townhomes will use individual trash receptacles. The receptacles will have a lid intended to prevent precipitation exposure, minimizing liquids that can leak to pavements, and also ensuring that light weight trash will not be exposed to wind and



blown away. The fences have an additional benefit of trapping loose trash allowing us to pick it up before it will be carried off. Good waste management systems, if managed improperly, can end up as the source of the very pollution that they were intended to control. The Waste Management SOP is written to control and manage our waste.

### **Snow and Ice Removal Management**

Salt is a necessary pollutant and is vital to ensuring a safe parking and pedestrian walkways. However, salt and other ice management chemicals if improperly managed will unnecessarily increase our salt impact to our own vegetation and local water resources. Much of the runoff drains to our landscape swales. We need to minimize salt to maintain healthy root systems needed for optimum infiltration rates.

## **SECTION 2: TRAINING**

Ensure that all employees and maintenance contractors know and understand the SOPs specifically written to manage and maintain the property. Maintenance contractors must use the stronger of their Company and the LTSWMP SOPs. File all training records in Appendix C.

## **SECTION 3: RECORDKEEPING**

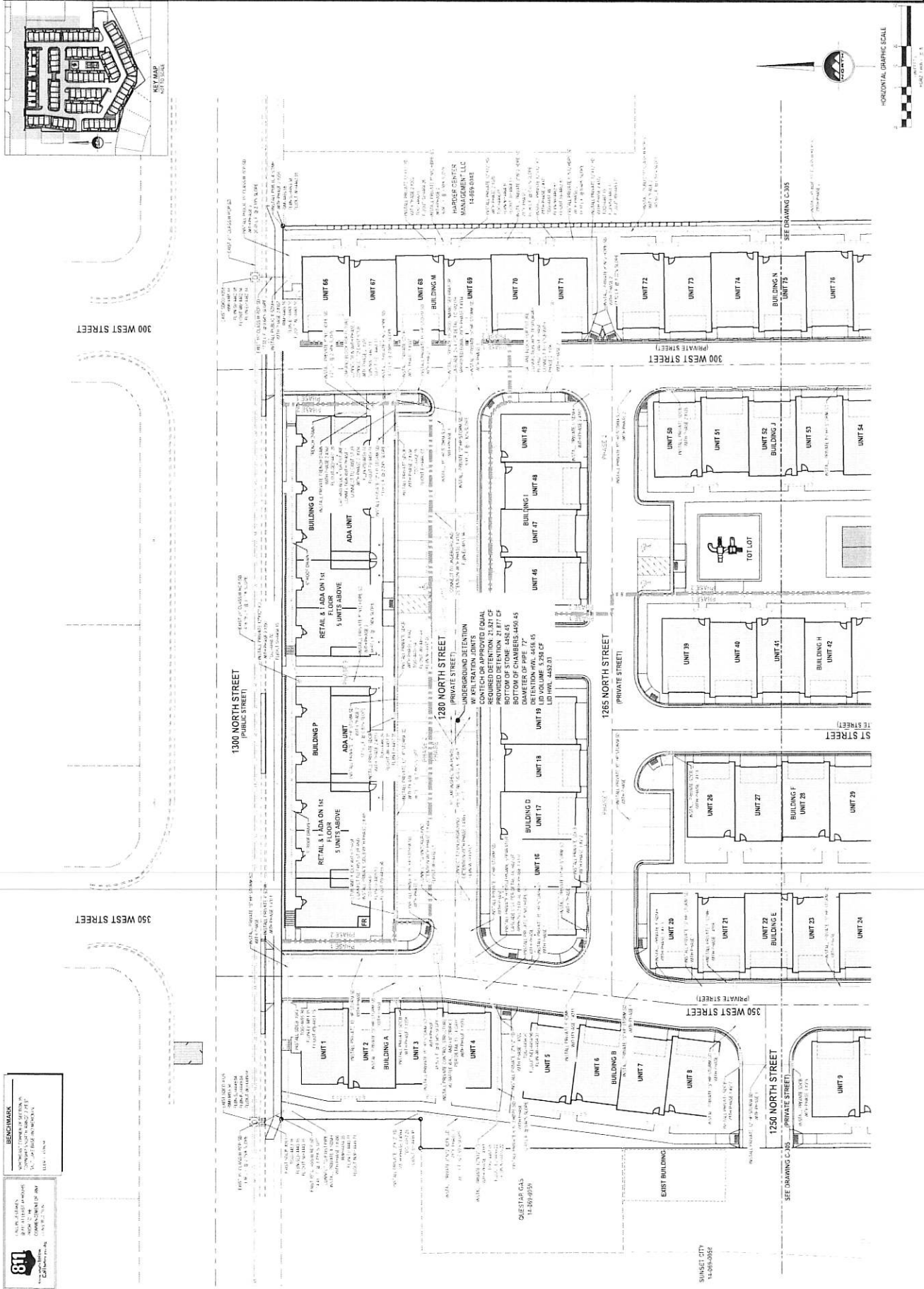
Maintain records of operation and maintenance activities in accordance with SOPs. Mail a copy of the record to NAME OF MUNICIPALITY Stormwater Division annually.

## **SECTION 4: APPENDICES**

Appendix A- Site Drawings and Details  
Appendix B- SOPs  
Appendix C- Recordkeeping Documents

## APPENDIX A – SITE DRAWINGS AND DETAILS

*[Insert Flood and Water Quality Control Pages of Site Drawings and Details following this page.  
Include, any specific notes or markers to assist with inspection and maintenance requirements.]*













## APPENDIX B – SOPs

## **Pavement Sweeping**

### **General:**

These SOPs are not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in these SOPs.

### **1. Purpose:**

- a) One of the primary contaminants in the Weber River is organic material.
- b) Any sediment, leaves, debris, spilt fluids or other waste that collects on our parking areas and sidewalks will fill in our landscaping swales and our underground infiltration system increasing our maintenance cost.

### **2. Regular Procedure:**

- a) Remain aware of minor sediment/debris and hand sweep or remove material by other means as needed. Significant deposits will likely collect in autumn with leaf fall and early spring after winter thaw. Usually sweeping machinery is the best tool for this application.
- b) Regularly manage outside activities that spread fugitive debris on our pavements. This involves outside functions including but not limited to: Yard sales, yard storage, fund raisers, etc.
- c) Do not allow car wash fund raiser or other related activities. Detergents will damage water resources and washed pollutants will fill our storm drain system and drain into the ground which we are responsible.
- d) Inform employees of proper parking and road maintenance to reinforce proper housekeeping.
- e) Restrict parking in areas to be swept prior to and during sweeping using regulations as necessary.

### **4. Disposal Procedure:**

- a) Dispose of debris and other materials removed from drive aisles and parking areas properly. Proper disposal of debris and other materials includes placing said materials in the designated dumpsters provided on site. Materials such as oil, batteries, and other hazardous waste must be disposed of at a hazardous waste facility. (Many local auto parts stores will dispose of used oil and vehicle batteries.)
- b) Use licensed facilities when haul off is necessary
- c) Do not store waste in locations where storm water could transport fines or liquids into the storm drain system.

**5. Documentation:**

- a) Document completed cleanup activities in “SMP Inspection Report”.

**6. Frequency:**

- a) Roadways should be swept once every three months and more frequently if inspections deem it necessary. Fall months will require street sweeping a minimum of once a month to prevent plant foliage from entering the storm drain system.
- b) Parking areas should be swept when inspections deem it necessary.

**7. Inspections:**

- a) Inspections should occur once a month. Fall months will require a weekly inspection to ensure no plant foliage is in danger of entering or blocking the storm drain system.
- b) Inspections should identify any debris, trash or sediment on roadways and parking areas.
- c) Use inspections to ensure all SOPs are being followed.
- d) Use inspection results to alter maintenance frequency if necessary.

**8. Training:**

- a) Annually and at hire
- b) Inform staff and service contractors when incorrect SOP implementation is observed.



## **Landscape Maintenance**

### **General:**

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

### **1. Purpose:**

- a) One of the primary contaminants in the Weber River is organic material.
- b) Grass clippings, sticks, branches, dirt, mulch, fertilizers, pesticides and other pollutants will fill our landscaping swales, storm water quality unit and underground infiltration system requiring future dredging and cleaning increasing our maintenance cost. Removing these debris after they have washed to our flood and water quality system will in very expensive.

### **2. Maintenance Procedure:**

- a) Maintain healthy vegetation root systems. Healthy root systems will help improve permeable soils maintaining more desirable infiltration rates of our landscape areas receiving runoff from our pavements.
- b) Grooming
  - Lawn Mowing – Immediately following operation sweep or blow clippings onto vegetated ground.
  - Fertilizer Operation – Prevent overspray. Sweep or blow granular fertilizer onto vegetated ground immediately following operation.
  - Herbicide Operation – Prevent overspray. Sweep or blow granular herbicide onto vegetated ground immediately following operation.
- c) Remove or contain all erodible or loose material prior forecast wind and precipitation events, before any non-stormwater will pass through the property and at end of work period. Light weight debris and landscape materials can require immediately attention when wind or rain is expected.
- d) Landscape project materials and waste can usually be contained or controlled by operational best management practices.
  - Operational; including but not limited to:
    - Strategic staging of materials eliminating exposure, such as not staging on pavement
    - Avoiding multiple day staging of landscaping backfill and spoil on pavements
    - Haul off spoil as generated and daily
    - Scheduling work when weather forecast are clear.

e) Cleanup:

- Use dry cleanup methods, e.g. square nose shovel and broom. Conditions are usually sufficient when no more material can be swept onto the square nosed shovel.
- Power blowing tools
- Sweep or blow small clippings into landscape areas, or collect and properly dispose of in designated dumpsters provided on site.
  1. Dispose of large clippings in approved locations or containers per waste management sop.
  2. Sweep or blow pavements or sidewalks where fertilizers or other solid chemicals have fallen, back onto grassy areas before applying irrigation water. Ensure that all fertilizers or other solid chemicals are completely cleaned off pavements or sidewalks following every application.
- Triple rinse pesticide and herbicide containers, and use rinse water as product. Dispose of unused pesticide as hazardous waste. Do not rinse onto pavements or hardscape areas which may cause a downstream impact
  1. Always follow all federal and state regulations governing use, storage and disposal of fertilizers, herbicides or pesticides and their containers. ("Read the Label")
  2. Document completed cleanup activities in "SMP Inspection Report".
  3. Keep copies of MSDS sheets for all pesticides, fertilizers and other hazardous products used.
- 

**3. Waste Disposal:**

- a) Dispose of waste according to General Waste Management SOP, unless superseded by specific SOPs for the operation.

**4. Equipment:**

- a) Tools sufficient for proper containment of pollutants and removal.

**5. Frequency:**

- a) Landscaping maintenance should occur weekly during spring and summer months or whenever inspections deem it necessary
- b) During fall months leaves and foliage should be collected when inspections deem it necessary.

**6. Inspections:**

- a) Inspections should occur on a seasonal weekly basis when maintenance is occurring.
- b) Inspections should identify any leaves, clippings, or trimmings left in runoff areas.
- c) Inspections should identify any possible fertilizers, pesticides or chemicals that may enter storm water system.
- d) Use inspections to ensure all SOPs are being followed
- e) Use inspection results to alter maintenance frequency if necessary.

**7. Training:**

- a) Annually and at hire
- b) Inform staff and service contractors when incorrect SOP implementation is observed.
- c) Landscape Service Contractors must use equal or better SOPs.
- d) Make sure your state Chemical Handling Certification is complete and up-to-date before handling any chemicals.

## **Waste Management**

### **General:**

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

### **1. Purpose:**

- a) Trash can easily blow out of our trash receptacles.

### **2. Procedure:**

- a) Remain aware of the lids and keep them closed.
- b) Remain aware of leaking and fix. Minimize allowing disposal of liquids in our receptacles and dumpster. Also liquids can leak from the waste haul trucks.

### **3. Waste Disposal Restrictions for all waste Scheduled for the INSERT LOCAL LANDFILL FACILITY:**

- a) Generally most waste generated at this property, and waste from spill and clean up operations can be disposed in our dumpsters under the conditions listed in this SOP. Unless specific disposal requirements are identified by the product SDS or otherwise specified in other SOPs.
- b) Know the facility disposal requirements and restrictions. It should not be assumed that all waste disposed in collection devices will be disposed at the DAVIS COUNTY LANDFILL FACILITY.
- c) Review DAVIS COUNTY LANDFILL FACILITY regulations for additional restrictions and understand what waste is prohibited in the DAVIS COUNTY LANDFILL FACILITY. Ensure the SDS and DAVIS COUNTY LANDFILL FACILITY regulations are not contradictory. Consult the website <https://www.wasatchintegrated.gov/davis-landfill/> for details  
Or call: 801-614-5600 for information.

### **4. Training:**

- a) Annually and at hire
- b) Inform staff and service contractors when incorrect SOP implementation is observed.

## **Flood and Water Quality System**

### **General:**

These SOPs are not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in these SOPs.

### **1. Purpose:**

- a) Our storm drain system will collect anything we leave in the way of runoff which will fill our storm water quality units and underground infiltration system increasing maintenance cost.
- b) Any liquids or dissolved pollutants can increase the risk for contaminating groundwater for which we are responsible.
- c) During very intense storm events pollutants in excess runoff can by-pass our system increasing risk of contaminating groundwater and the Weber River.

### **2. Inspections:**

- a) Inspect storm water quality units. Remove any floating trash at each inspection interval with rake or other means. Remove sediments accumulations when 2" and more. Removed oil accumulations with the heavy sediment unless oil amounts are excessive. Oil can also be removed with absorbent materials but sediments will require vacuum operated machinery.
- b) Inspect oil/sediment/trash trap for mosquito larvae. Contact the DAVIS MOSQUITO ABATMENT DISTRICT when necessary.
- c) Inspect underground infiltration system for water. Water should not remain for more than 72 hours. Contact an engineer or equal industry with adequate knowledge when water is not draining.
- d) Inspect underground infiltration system for sediment accumulations. Remove sediment and debris accumulation when volume capacities drop below 90%. Removal will require hydro-vacuum machinery. This equates to 4"-10" of debris.
- e) Inspect low impact flood control swale and landscape area for adequate drainage and vegetation coverage. Poor drainage can be improved by maintaining healthy plant root systems.

### **3. Disposal Procedure:**

- a) Remove and dispose sediment and debris at licensed facilities. Also dry waste can be disposed in your dumpster as permitted by the DAVIS COUNTY LANDFILL FACILITY.
- b) Disposal of hazardous waste

1. Dispose of hazardous waste at regulated disposal facilities. Follow SDS Sheets. Also see Waste Management and Spill Control SOP

**4. Documentation:**

- a) Document completed cleanup activities in "SMP Inspection Report".
- b) Record the amount of waste collected and number of catch basins cleaned and the area they were cleaned in. Keep any notes or comments of any problems encountered.

**5. Training:**

- a) Annually and at hire
- b) Inform staff and service contractors when incorrect SOP implementation is observed.

## **Pavement Washing**

### **General:**

These SOPs are not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in these SOPs.

### **1. Purpose:**

- a) Pavement washing involving detergents can potentially contaminate groundwater with phosphates and with whatever we are washing.
- b) Pavement washing can fill our low impact flood control swale and landscape area and infiltration system with detergents, including sediment and debris increasing our maintenance cost.

### **2. Procedure:**

- a) Prevent waste fluids and any detergents if used from entering storm drain system. The following methods are acceptable for this operation.
  - Dam the inlet using a boom material that seals itself to the pavement and pick up the wastewater with shop-vacuum or absorbent materials.
  - Collect wastewater with shop-vacuum simultaneous with the washing operation.
  - Collect wastewater with vacuum truck or trailer simultaneous with the washing operation.
- b) This procedure must not used to clean the initial spills. First apply the Spill Containment and cleanup SOP following by pavement washing when desired or necessary.

### **3. Disposal Procedure:**

- a) Small volumes of diluted washing waste can usually be drained to the local sanitary sewer. Contact the SUNSET CITY SEWER DISTRICT.
- b) Large volumes must be disposed at regulated facilities.

### **4. Pavement Cleaning Frequency:**

- a) There is no regular pavement washing regimen. Pavement washing is determined by conditions that warrant it, including but not limited to: prevention of slick or other hazardous conditions or restore acceptable appearance of pavements.

### **5. Training:**

- a) Annually and at hire



- b) Inform staff and service contractors when incorrect SOP implementation is observed.

## **Snow and Ice Removal Management**

### **General:**

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

### **1. Purpose:**

- a) Salt and other ice management chemicals if improperly managed will unnecessarily increase our salt impact to our own vegetation and local water resources.
- b) We need to maintain healthy root systems to help maintain optimum infiltration rates.

### **2. De-Icing Procedure:**

- a) Do not store or allow salt or equivalent to be stored on outside paved surfaces.
- b) Minimize salt use by varying salt amounts relative to hazard potential.
- c) Sweep excessive piles left by the spreader.
- d) Watch forecast and adjust salt amounts when warm ups are expected the same day.

### **3. Training:**

- a) Annually and at hire.
- b) Require snow and ice service contractors to follow the stronger this SOP and their company SOPs.

## General Construction Maintenance

### General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

### 1. Purpose:

- a) Any sediment, debris, or construction waste will fill in our landscaping swales and our underground infiltration system increasing our maintenance cost.

### 2. Construction Procedure:

- a) Remove or contain all erodible or loose material prior forecast wind and precipitation events or before non-stormwater will pass through the project site. For light weight debris maintenance can require immediately attention for wind and runoff events. Many times daily maintenance is necessary or as needed per random, precipitation or non-stormwater events.
- b) Project materials and waste can be contained or controlled by operational or structural best management practices.
  - Operational; including but not limited to:
    - Strategic staging of materials eliminating exposure, such as not staging on pavement
    - Avoiding multiple day staging of backfill and spoil
    - Haul off spoil as generated or daily
    - Schedule work during clear forecast
  - Structural; including but not limited to:
    - Inlet protection, e.g. wattles, filter fabric, drop inlet bags, boards, planks
    - Gutter dams, e.g. wattles, sandbags, dirt dams
    - Boundary containment, e.g. wattles, silt fence
    - Dust control, e.g. water hose,
    - Waste control, e.g. construction solid or liquid waste containment, dumpster, receptacles
- c) Inspection often to insure the structural best management practices are in good operating condition and at least prior to the workday end. Promptly repair damaged best management practices achieving effective containment.
- d) Cleanup:
  - Use dry cleanup methods, e.g. square nose shovel and broom.
  - Wet methods are allowed if wastewater is prevented from entering the stormwater system, e.g. wet/dry vacuum, disposal to our landscaped areas.

e) Cleanup Standard:

- When a broom and a square nosed shovel cannot pick any appreciable amount of material.

**3. Waste Disposal:**

- a) Dispose of waste according to General Waste Management SOP, unless superseded by specific SOPs for the operation.
- b) Never discharge waste material to storm drains

**4. Equipment:**

- a) Tools sufficient for proper containment of pollutants and cleanup.
- b) Push broom and square blade shovel should be a minimum.

**5. Training:**

- c) Annually and at hire.
- d) Require snow and ice service contractors to follow the stronger this SOP and their company SOPs.

## Spill Control

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

### 1. Purpose:

- a) Spilt liquids and solids will reach our low impact flood control landscaping areas, oil/sediment/trash traps and infiltration system potentially contaminating groundwater which we are responsible.
- b) It is vital we contain all spills on the surface. Spills reaching our underground flood control storage system can result in expensive spill mitigation, including potential tear out and replacement.

### 2. Containment Procedure:

- a) Priority is to dam and contain flowing spills.
- b) Use spill kits booms if available or any material available to stop flowing liquids; including but not limited to, nearby sand, dirt, landscaping materials, etc.
- c) Hazardous or unknown waste material spills
  1. Critical Emergency constitutes large quantities of flowing uncontained liquid that people at risk or reach storm drain systems. Generally burst or tipped tanks and containment is still critical. Call HAZMAT, DWQ, DAVIS COUNTY HEALTH DEPARTMENT, SUNSET CITY.  
Also report spills to DWQ of quantities of 25 gallons and more and when the spill of lesser quantity causes a sheen on downstream water bodies
  2. Minor Emergency constitutes a spill that is no longer flowing but has reached a storm drain and adequate cleanup is still critical. Call SLVHD, City
  3. Spills that are contained on the surface, typically do not meet the criteria for Critical and Minor Emergencies and may be managed by the responsible implementation of this SOP.
  4. Contact Numbers:  
HAZMAT - 911  
DWQ – 801-231-1769, 801-536-4123, 801-536-4300  
DAVIS COUNTY HEALTH DEPARTMENT – (801) 525-5000  
SUNSET CITY – (801) 825-1628

### 3. Cleanup Procedure:

- a) NEVER WASH SPILLS TO THE STORM DRAIN SYSTEMS.

- b) Clean per SDS requirements but generally most spills can be cleaned up according to the following:
  - Absorb liquid spills with spill kit absorbent material, sand or dirt until liquid is sufficiently converted to solid material.
  - Remove immediately using dry cleanup methods, e.g. broom and shovel, or vacuum operations.
  - Cleanup with water and detergents may also be necessary depending on the spilled material. However, the waste from this operation must be vacuumed or effectively picked up by dry methods or vacuum machinery. See Pavement Washing SOP.
  - Repeat process when residue material remains.

#### **4. Disposal:**

- a) Follow SDS requirements but usually most spills can be disposed per the following b. & c.
- b) Generally most spills absorbed into solid forms can be disposed to the dumpster and receptacles. Follow Waste Management SOP.
- c) Generally liquid waste from surface cleansing processes may be disposed to the sanitary sewer system after the following conditions have been met:
  - Dry cleanup methods have been used to remove the bulk of the spill and disposed per the Waste Management SOP.
  - The liquid waste amounts are small and diluted with water. This is intended for spill cleanup waste only and never for the disposal of unused or spent liquids.

#### **5. Documentation:**

- a) Document all spills in Appendix C.

#### **6. SDS sheets:**

- a) SDS Manual is filed in break room.

#### **7. Materials:**

- a) Generally sand or dirt will work for most cleanup operations and for containment. However, it is the responsibility of the owner to select the absorbent materials and cleanup methods required by the SDS Manuals for chemicals used by the company.

#### **8. Training:**

- a) Annually and at hire.
- b) Require snow and ice service contractors to follow the stronger this SOP and their company SOPs.

## APPENDIX C – PLAN RECORDKEEPING DOCUMENTS

*[Insert PLAN Recordkeeping forms following this page]*

### MAINTENANCE/INSPECTION SCHEDULE

Frequency	Site Infrastructure.
Q/W	Pavement Sweeping (sweeping to occur more often during the fall)
Q/W	Landscape Maintenance (weekly during the summer months)
U	Waste Management (tenets should notify if receptacle is damaged or leaking)
Q/S	Flood and Water Quality System (Consult Contech and details for information)
U	Pavement Washing
U	Snow and Ice removal (During winter)
U	Spill Control

Inspection Frequency Key: A=annual, Q=Quarterly, M=monthly, W=weekly, S=following appreciable storm event, U=Unique infrastructure specific (specify)

### RECORD INSPECTIONS IN THE MAINTENANCE LOG

Inspection Means: Either; Traditional walk through, Awareness/Observation, and during regular maintenance operations while noting efficiencies/inefficiencies/concerns found, etc.



## MAINTENANCE LOG

Date	Maintenance Performed/Spill Events. Perform Maintenance per SOPs	Observation Notes, including but not limited to: Inspection results, Observations, System Performance (effectiveness/inefficiencies), SOP Usefulness, Concerns, Necessary Changes...	Initials

Annual Summary of LTSWMP effectiveness, inefficiencies, problems, necessary changes etc.

\*You may create your own form that provides this same information or request a word copy of this document.

## Annual SOP Training Log per Section 2

SOP	Trainer	Employee Name / Maintenance Contractor Co	Date

\*You may create your own form that provides this same information or request a word copy of this document.



Nicole Supp &lt;nsupp@sunsetut.gov&gt;

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**Ltswmp****Dustin Ericson** <DEricson@dainesjenkins.com>

Mon, Sep 8, 2025 at 7:30 PM

To: Nicole Supp &lt;nsupp@sunsetut.gov&gt;, Jason Monroe &lt;jmonroe@sunset-ut.com&gt;

Nicole,

I have reviewed this document, and I am of the opinion it sufficiently protects the City from liability associated with the storm drain to be owned and maintained by the developer.

Thanks,

Dustin D. Ericson

Daines &amp; Jenkins, LLP

108 North Main Street

Logan, Utah 84321

(435) 753-4000

(435) 753-4002 (Facsimile)

**CONFIDENTIALITY NOTE:**

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**From:** Nicole Supp <nsupp@sunsetut.gov>**Sent:** Thursday, September 4, 2025 11:17 AM**To:** Dustin Ericson <DEricson@dainesjenkins.com>**Subject:** Re: Ltswmp

[Quoted text hidden]

WHEN RECORDED MAIL TO:

Ty Gwyn Family LP  
96 South 1300 East  
Bountiful, UT 84010

Interim Capital, LLC  
10713 South Jordan Gateway, Ste 120  
South Jordan, UT 84095

Tax Parcel Nos:  
14-069-0049 and 14-069-0052

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*(Space above for Recorder's Use Only)*

### BOUNDARY ADJUSTMENT AGREEMENT

THIS BOUNDARY ADJUSTMENT AGREEMENT (this "Agreement") is made and entered into this \_\_\_\_\_ day of 9/17/2025, by and between **Ty Gwyn Family LP, a Utah limited partnership, ("Ty Gwyn")**, and **Interim Capital, LLC, a Utah limited liability company, ("Interim")**, **Ty Gwyn and Interim** are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

This Agreement is made in accordance with Utah Code § 57-1-45.5 between adjoining property owners adjusting their existing common boundary.

#### RECITALS

A. Ty Gwyn is the owner of that certain property located in Davis County, State of Utah described as follows (the "Ty Gwyn Property"):

Beginning at a point on the South line of 1300 North Street (a 66 foot wide road) which is North 89°56'00" West 1791.20 feet along the section line and South 00°04'00" West 33.00 feet from the Northeast corner of Section 35, Township 5 North, Range 2 West, Salt Lake Base and Meridian, and running thence South 00°04'00" West 535.44 feet; thence along the Northerly boundary of Lots 7 thru 10, Amended Plat of a Portion of Scotts-Dale Subdivision in the following four (4) courses: (1) North 40°29'37" West 62.73 feet; (2) North 60°41'07" West 91.54 feet; (3) North 76°38'18" West 91.26 feet; and (4) North 79°22'45" West 18.42 feet; thence North 00°11'15" West 349.24 feet along the West line of an existing building; thence North 89°48'45" East 14.46 feet; thence North 00°11'15" West 69.47 feet; thence South 89°56'00" East 214.99 feet along the South line of said 1300 North Street to the point of beginning.  
Tax Parcel No. 14-069-0049

B. Interim is the owner of that certain property located in Davis County, State of Utah described as follows (the "Interim Property"):

See Exhibit A.

Tax Parcel No. 14-069-0052

D. The Ty Gwyn Property is adjacent to the Interim Property, and the Parties desire to adjust the common boundary between their respective parcels by entering into this Agreement.

#### AGREEMENT AND CONVEYANCE

NOW THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged and for the purpose of permanently establishing an adjusted boundary of their respective properties, the parties hereby agree as follows:

1. **Ty Gwyn Family LP, a Utah limited partnership**, does hereby Quit Claim to **Interim Capital, LLC, a Utah limited liability company**, all right, title and interest, in and to the following described property situated in Davis County, State of Utah, being the New Description of the Interim Property, after taking into effect this agreement (the “**New Interim Property**”):

See Attached Exhibit B

2. **Interim Capital, LLC, a Utah limited liability company**, does hereby Quit Claim to **Ty Gwyn Family LP, a Utah limited partnership**, all right, title and interest, in and to the following described property situated in Davis County, State of Utah, being the New Description of the Ty Gwyn Property, after taking into effect this agreement (the “**New Ty Gwyn Property**”)

See Attached Exhibit C

3. A visual graphic prepared in accordance with §57-1-45.5(3)(a) depicting the affected properties with their former and new adjusted boundary location is attached as Exhibit D.

4. This agreement is made for the purposes of establishing a new common boundary line and is intended for that purpose and shall be binding upon the heirs, assignees and successors of the parties hereto and shall run with the property.

5. This Agreement may be executed in Counterparts which constitute one agreement.

6. **Agreement to Execute Further Documents.** Each party shall promptly, at the request of any other, execute, acknowledge, and deliver whatever other additional instruments which may be required to accomplish the purpose of this Agreement.

7. **Voluntary Execution and Authority.** The Parties attest that they have voluntarily entered into this Agreement of their own free will and choice, acting under no constraint or undue influence, and they have the authority to do so.

8. **Attorney Fees and Costs.** The Parties agree that in the event of a dispute regarding any of the terms, warranties, or obligations under this agreement, the prevailing party(ies) shall be entitled to recover costs and attorney fees from the non-prevailing party(ies).

9. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Utah, without regard for principles of conflicts of laws. Any dispute arising out of or related to this Agreement shall be exclusively adjudicated in the state courts located in Davis County, Utah. The Parties submit to personal jurisdiction in Davis County, State of Utah.

10. **Removal of Encumbrance(s).** Concurrently with the execution and recordation of this Agreement, Griffin and Perry shall cause any underlying mortgage, trust deed, or other encumbrance caused by Griffin and Perry and currently encumbering any portion of the New Woolstenhulme Property to be fully satisfied and/or removed from title.

*Signatures appear on attached pages.*

4

5



STATE OF UTAH )  
 )  
:SS  
COUNTY OF SALT LAKE )

On the \_\_\_\_ day of 9/17/2025 personally appeared before me, Broch Lassig, managing member of LSG Ventures, LLC, a member of HiLo Holding Company, LLC, the member of Interim Capital, LLC, a Utah limited liability company, who, being by me duly sworn, says that the within and foregoing instrument was signed by authority on behalf of said trust.

\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 )  
:SS  
COUNTY OF SALT LAKE )

On the \_\_\_\_ day of 9/17/2025 personally appeared before me, Jonathan Hasebi, managing member of HLB Enterprises, LLC, a member of HiLo Holding Company, LLC, the member of Interim Capital, LLC, a Utah limited liability company, who, being by me duly sworn, says that the within and foregoing instrument was signed by authority on behalf of said trust.

\_\_\_\_\_  
Notary Public



**EXHIBIT A**  
(the Interim Property)

Tax Parcel No. 14-069-0052

Beginning at a point on the South line of 1300 North Street (a 66 foot wide road) which is North 89°56'00" West 1791.20 feet along the section line and South 00°01'00" West 33.00 feet from the Northeast corner of Section 35, Township 5 North, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°56'00" East 226.64 feet along said South line of 1300 North Street; thence South 00°43'30" East 303.03 feet; thence South 89°56'00" East 92.87 feet; thence South 00°04'00" West 76.00 feet; thence South 62°04'37" West 186.52 feet; thence South 73°01'40" West 51.00 feet; thence South 65°47'47" West 55.23 feet; thence South 60°35'47" West 67.08 feet; thence North 40°29'37" West 2.25 feet; thence North 00°04'00" East 535.44 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM the following:

Beginning at a point which is North 89°56'00" West 1575.02 feet along the section line and South 00°43'30" East 336.04 feet from the Northeast corner of Section 35, Township 5 North, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°56'00" East 102.87 feet; thence along the Northerly boundary of Scotts-Dale Subdivision in the following two (2) courses: (1) South 00°04'00" West 76.00 feet; and (2) South 62°04'37" West 186.52 feet; thence North 60°12'42" East 73.32 feet along the Northerly face of a cinder block wall; thence North 00°43'30" West 127.05 feet to the point of beginning.

## **EXHIBIT B**

(New Description of Interim Property)

Beginning at a point on the South line of 1300 North Street (a 66 foot wide road) which is North 89°56'00" West 1791.20 feet along the section line and South 00°01'00" West 33.00 feet from the Northeast corner of Section 35, Township 5 North, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°56'00" East 226.64 feet along said South line of 1300 North Street; thence South 00°43'30" East 303.03 feet; thence South 89°56'00" East 92.87 feet; thence South 00°04'00" West 76.00 feet; thence South 62°04'37" West 186.52 feet; thence South 73°01'40" West 51.00 feet; thence South 65°47'47" West 55.23 feet; thence South 60°35'47" West 67.08 feet; thence North 40°29'37" West 2.25 feet; thence North 00°04'00" East 535.44 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM the following:

Beginning at a point which is North 89°56'00" West 1575.02 feet along the section line and South 00°43'30" East 336.04 feet from the Northeast corner of Section 35, Township 5 North, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°56'00" East 102.87 feet; thence along the Northerly boundary of Scotts-Dale Subdivision in the following two (2) courses: (1) South 00°04'00" West 76.00 feet; and (2) South 62°04'37" West 186.52 feet; thence North 60°12'42" East 73.32 feet along the Northerly face of a cinder block wall; thence North 00°43'30" West 127.05 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM the following:

A parcel of land, being a portion of those parcels described in Entry No 3456954, more specifically a portion of Parcel 2, situate in the Northeast Quarter of Section 35, Township 5 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Sunset City, Davis County, Utah. Being more particularly described as follows: Beginning at a point on the westerly boundary line of said Parcel 2, said point being North 89°55'22" West 1791.20 feet (NAD83 Bearing being North 89°34'59" West between the Northeast Corner and the North Quarter Corner of said Section 35 per the Davis County Township Reference Plats) and South 0°04'38" West 477.49 feet from the Northeast Corner of said Section 35 and running thence: South 60°42'00" East 22.87 feet; thence South 29°18'00" West 40.89 feet to a point on said westerly line; thence North 00°04'38" East 46.85 feet along said westerly line to the Point of Beginning.

LESS AND EXCEPTING THEREFROM the following:

A parcel of land, being a portion of those parcels described in Entry No 3456954, more specifically a portion of Parcel 2, situate in the Northeast Quarter of Section 35, Township 5 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Sunset City, Davis County, Utah. Being more particularly described as follows: Beginning at a point on the westerly boundary line of said Parcel 2, said point being North 89°55'22" West 1791.20 feet (NAD83 Bearing being North 89°34'59" West between the Northeast Corner and the North Quarter Corner of said Section 35 per the Davis County Township Reference Plats) and South 0°04'38" West 217.2 feet from the Northeast Corner of said Section 35 and running thence: North 89°48'40" East 38.53 feet; thence South 00°11'20" East 175.67 feet; thence South 89°48'40" West 39.34 feet to a point on said westerly line; thence North 00°04'38" East 175.67 feet along said westerly line to the Point of Beginning.

**EXHIBIT C**

(New Description of Ty Gwyn Property)

A parcel of land, being a portion of those parcels described in Entry No 3456954, more specifically all of Parcel 1 and a portion of Parcel 2, situate in the Northeast Quarter of Section 35, Township 5 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Sunset City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point on the southerly right of way line of 1300 North Street, said point being North 89°55'22" West 1791.20 feet (NAD83 Bearing being North 89°34'59" West between the Northeast Corner and the North Quarter Corner of said Section 35 per the Davis County Township Reference Plats) and South 0°04'38" West 33.00 feet from the Northeast Corner of said Section 35 and running thence:

South 00°04'38" West 184.70 feet;  
thence North 89°48'40" East 38.53 feet;  
thence South 00°11'20" East 175.67 feet;  
thence South 89°48'40" West 39.34 feet;  
thence South 00°04'38" West 84.12 feet;  
thence South 60°42'00" East 22.87 feet;  
thence South 29°18'00" West 40.89 feet;  
thence South 00°04'38" West 44.06 feet to a point on the southerly line of said Parcel 1,  
also being the northerly line of Scotts-Dale Subdivision Amended;

thence along the boundary of said Parcel 1 the following eight (8) courses and distances:

- 1) North 40°28'59" West 62.66 feet;
- 2) North 60°40'29" West 91.54 feet;
- 3) North 76°37'40" West 91.26 feet;
- 4) North 79°22'07" West 18.96 feet;
- 5) North 00°10'37" West 349.15 feet;
- 6) North 89°49'23" East 14.46 feet;
- 7) North 00°10'37" West 69.40 feet to a point on the aforementioned right-of-way line;
- 8) South 89°55'22" East 215.46 feet along said right of way line to the Point of Beginning.

**EXHIBIT D**

(ATTACHED HEREINAFTER)

## Notice of Consent Simple Boundary Adjustment

Sunset City, the designated Land Use Authority, in accordance with §10-9a-523 (3) or §17-27a-522 (3), does hereby provide consent to a Simple Boundary Adjustment proposed by **Ty Gwyn Family LP, a Utah limited partnership, ("Ty Gwyn")**, and **Interim Capital, LLC, a Utah limited liability company, ("Interim")**, that:

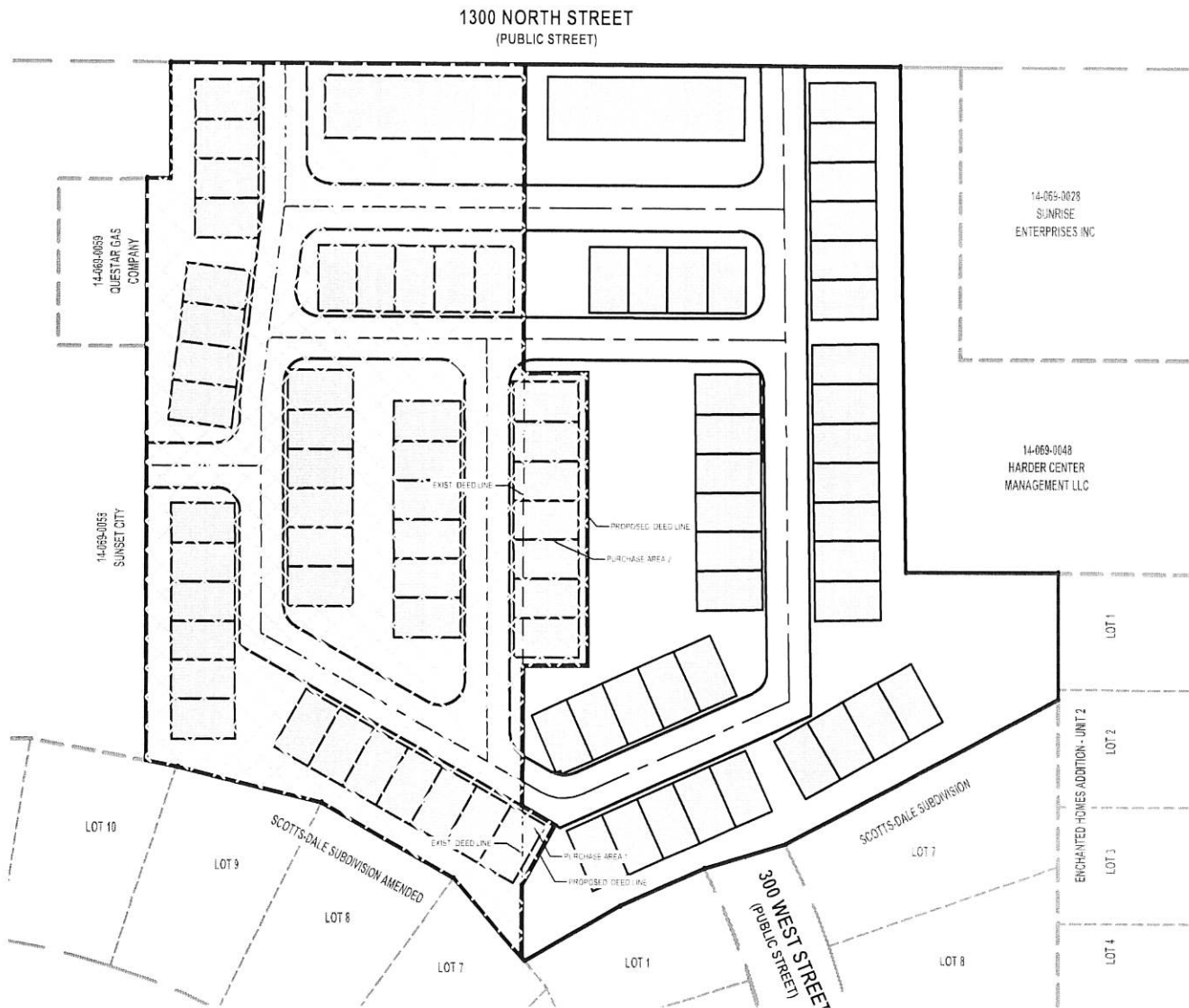
- (a) Includes the attached conveyance document that complies with §57-1-45.5;
- (b) Does not:
  - (i) affect a public right-of-way, county utility easement, or other public property;
  - (ii) affect an existing easement, onsite wastewater regulation, or an internal lot restriction; or
  - (iii) result in a lot or parcel out of conformity with land use regulations.

This notice of consent is an administrative act. The land use authority is not responsible for any error related to the boundary adjustment. The recording of a boundary adjustment does not constitute a land use approval. The land use authority may withhold approval of a land use application for property that is subject to a boundary adjustment if the county determines that the resulting lots or parcels are not in compliance with the county's land use regulations in effect on the day on which the boundary adjustment is recorded.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Sunset City

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Designated Land Use Authority



 = PHASE 1

PROJECT NUMBER  
13659

PRINT DATE  
2025-05-21

PROJECT MANAGER  
K. SIMMONS

DESIGNED BY  
A. CASPER

1 OF 3

## SUNSET MIXED-USE DEVELOPMENT PARCEL SALE EXHIBIT

325 WEST 1300 NORTH  
SUNSET, UTAH



LAYTON  
919 North 400 West  
Layton, UT 84041  
Phone: 801.547.1100  
WWW.ENSIGNENG.COM

SANDY Phone: 801.295.0229    TOOELE Phone: 435.843.3590    CEDAR CITY Phone: 435.415.1453    RICHFIELD Phone: 435.846.2303



#### PARCEL SALE PHASE 1 DESCRIPTION

A parcel of land, being a portion of those parcels described in Entry No 3456954, more specifically all of Parcel 1 and a portion of Parcel 2, situate in the Northeast Quarter of Section 35, Township 5 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Sunset City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point on the southerly right of way line of 1300 North Street, said point being North 89°55'22" West 1791.20 feet (NAD83 Bearing being North 89°34'59" West between the Northeast Corner and the North Quarter Corner of said Section 35 per the Davis County Township Reference Plats) and South 0°04'38" West 33.00 feet from the Northeast Corner of said Section 35 and running thence:

South 00°04'38" West 184.70 feet;

thence North 89°48'40" East 38.53 feet;

thence South 00°11'20" East 175.67 feet;

thence South 89°48'40" West 39.34 feet;

thence South 00°04'38" West 84.12 feet;

thence South 60°42'00" East 22.87 feet;

thence South 29°18'00" West 40.89 feet;

thence South 00°04'38" West 44.06 feet to a point on the southerly line of said Parcel 1, also being the northerly line of Scotts-Dale Subdivision Amended;

thence along the boundary of said Parcel 1 the following eight (8) courses and distances:

- 1) North 40°28'59" West 62.66 feet;
- 2) North 60°40'29" West 91.54 feet;
- 3) North 76°37'40" West 91.26 feet;
- 4) North 79°22'07" West 18.96 feet;
- 5) North 00°10'37" West 349.15 feet;
- 6) North 89°49'23" East 14.46 feet;
- 7) North 00°10'37" West 69.40 feet to a point on the aforementioned right-of-way line;
- 8) South 89°55'22" East 215.46 feet along said right of way line to the Point of Beginning.

Contains: 110,965 square feet or 2.547 acres.

PROJECT NUMBER  
13659

PRINT DATE  
2025-05-21

PROJECT MANAGER  
K.SIMMONS

DESIGNED BY  
A.CASPER

2 OF 3

## SUNSET MIXED-USE DEVELOPMENT

### PARCEL SPLIT EXHIBIT

325 WEST 1300 NORTH  
SUNSET, UTAH



LAYTON  
919 North 400 West  
Layton, UT 84041  
Phone: 801.547.1100  
WWW.ENSIGNENG.COM

SANDY Phone: 801.255.6529    TOOELE Phone: 435.463.3590    CEDAR CITY Phone: 435.465.1453    RICHFIELD Phone: 435.396.2383

#### PARCEL SPLIT PURCHASE AREA 1 DESCRIPTION

A parcel of land, being a portion of those parcels described in Entry No 3456954, more specifically a portion of Parcel 2, situate in the Northeast Quarter of Section 35, Township 5 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Sunset City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point on the westerly boundary line of said Parcel 2, said point being North 89°55'22" West 1791.20 feet (NAD83 Bearing being North 89°34'59" West between the Northeast Corner and the North Quarter Corner of said Section 35 per the Davis County Township Reference Plats) and South 0°04'38" West 477.49 feet from the Northeast Corner of said Section 35 and running thence:

South 60°42'00" East 22.87 feet;

thence South 29°18'00" West 40.89 feet to a point on said westerly line;

thence North 00°04'38" East 46.85 feet along said westerly line to the Point of Beginning.

Contains: 468 square feet or 0.011 acres.

#### PARCEL SPLIT PURCHASE AREA 2 DESCRIPTION

A parcel of land, being a portion of those parcels described in Entry No 3456954, more specifically a portion of Parcel 2, situate in the Northeast Quarter of Section 35, Township 5 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Sunset City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point on the westerly boundary line of said Parcel 2, said point being North 89°55'22" West 1791.20 feet (NAD83 Bearing being North 89°34'59" West between the Northeast Corner and the North Quarter Corner of said Section 35 per the Davis County Township Reference Plats) and South 0°04'38" West 217.2 feet from the Northeast Corner of said Section 35 and running thence:

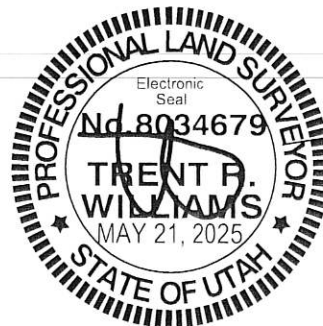
North 89°48'40" East 38.53 feet;

thence South 00°11'20" East 175.67 feet;

thence South 89°48'40" West 39.34 feet to a point on said westerly line;

thence North 00°04'38" East 175.67 feet along said westerly line to the Point of Beginning.

Contains: 6,840 square feet or 0.157 acres.



PROJECT NUMBER  
13659

PRINT DATE  
2025-05-21

PROJECT MANAGER  
K. SIMMONS

DESIGNED BY  
A. CASPER

3 OF 3

**SUNSET MIXED-USE DEVELOPMENT**  
**PARCEL SPLIT EXHIBIT**  
325 WEST 1300 NORTH  
SUNSET, UTAH

  
THE STANDARD IN ENGINEERING

SANDY  
Phone: 801.255.0229

TODDLE  
Phone: 435.243.3530

CEDAR CITY  
Phone: 435.245.1143

RICHFIELD  
Phone: 435.346.2385

LAYTON  
919 North 400 West  
Layton, UT 84041  
Phone: 801.547.1100  
WWW.ENSIGNENG.COM

## Bank to Bank Comparision

Company Name: Sunset City  
Date of Comparision: August 2025

Competing Bank Service Description	Projected Volume	Unit Price	Service Charges	Zions Bank Service Description	Zions Unit Price	Zions Service Charges	Projected Cost Increase or
<b>BALANCE &amp; COMPENSATION INFO</b>							
Recoupment Monthly	162.64	\$0.1275	\$20.74	Balance Based Fee		\$0.00	(20.74)
			\$20.74			\$0.00	(20.74)
<b>GENERAL ACCOUNT SERVICES</b>							
Desktop Deposit-Deposited Credited	20	\$1.2500	\$25.00	AD BASIC SERVICE - B		\$0.00	(25.00)
Acct Maintenance	1	\$35.0000	\$35.00			\$0.00	(35.00)
Debits - Posted	10	\$0.4000	\$4.00			\$0.00	(4.00)
Client Analysis Statement-Paper	1	\$5.0000	\$5.00			\$0.00	(5.00)
			\$69.00			\$0.00	(69.00)
<b>DEPOSITORY SERVICES</b>							

Cash Deposited in WF Branch	20020	\$0.0060	\$120.12	CURRENCY HANDLED PER \$100			(120.12)
Branch Deposit	6	\$22.0000	\$132.00			\$0.00	(132.00)
Deposited Checks	1	\$0.4000	\$0.40			\$0.00	(0.40)
Desktop Deposit-Deposited Item	599	\$0.1500	\$89.85			\$0.00	(89.85)
Return Item - Special	1	\$15.0000	\$15.00			\$0.00	(15.00)
			\$357.37			\$0.00	(357.37)
<b>PAPER DISBURSEMENT SERVICES</b>							
DDA Check Paid	102	\$0.3500	\$35.70	ITEM DEPOSITED - OTHER		\$0.00	(35.70)
Stop Payment Online	1	\$17.0000	\$17.00			\$0.00	(17.00)
Stop Payment - Paper Confirmation	3	\$10.0000	\$30.00	AR POS PAY & ACH SERVICE - MONTHLY		\$0.00	(30.00)
Stop Payment - Auto Renewal	4	\$4.0000	\$16.00			\$0.00	(16.00)
			\$98.70			\$0.00	(98.70)
<b>GENERAL ACH SERVICES</b>							
Electronic Credits Posted	131	\$0.4500	\$58.95			\$0.00	(58.95)
ACH Received Item	123	\$0.3000	\$36.90			\$0.00	(36.90)
ACH Received Addenda	3	\$0.0300	\$0.09			\$0.00	(0.09)
Online Payments Batch Release	3	\$20.0000	\$60.00			\$0.00	(60.00)
Online Payments Next Day Item	77	\$0.2500	\$19.25			\$0.00	(19.25)
Online Payments Base Fee	1	\$55.0000	\$55.00			\$0.00	(55.00)
ACH Fraud Filter Review MO Base	1	\$10.0000	\$10.00			\$0.00	(10.00)
ACH Fraud Filter Review - Item	8	\$3.0000	\$24.00			\$0.00	(24.00)
			\$264.19			\$0.00	(264.19)
<b>INFORMATION SERVICES</b>							

Bank to Bank Comparision

Company Name: Sunset City  
Date of Comparision: August 2025

Competing Bank Service Description	Projected Volume	Unit Price	Service Charges	Zions Bank Service Description	Zions Unit Price	Zions Service Charges	Projected Cost Increase or
Desktop Deposit Monthly Base	1	\$30.0000	\$30.00			\$0.00	(30.00)
Plus Info Rptg Base Per Acct	1	\$60.0000	\$60.00	TIB PRIOR DAY ACCOUNTS		\$0.00	(60.00)
Reporting Items Loaded	250	\$0.0500	\$12.50	TIB SAME DAY ACCOUNTS		\$0.00	(12.50)
			\$102.50			\$0.00	(102.50)
WIRE AND OTHER FUNDS TRANSFER SERVICES							
			\$0.00	INCOMING WIRE		\$0.00	0.00
			\$0.00	WIRE NOTIFICATION-EMAIL		\$0.00	0.00
			\$0.00			\$0.00	0.00
			\$0.00	TIB WIRE SERVICE		\$0.00	0.00
			\$0.00			\$0.00	0.00
OTHER							
			\$0.00			\$0.00	0.00
			\$0.00	Flat Pricing		\$495.00	0.00
Total Monthly		\$912.50		Total Monthly		\$495.00	(417.50)
Available Balance				Available Balance			
Competing Banks Earnings Credit Rate	1.20%	\$153.79		Zions Bank Earnings Credit Rate			
Net Monthly		\$758.71		Net Monthly		\$495.00	(263.71)



Nicole Supp &lt;nsupp@sunsetut.gov&gt;

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**Fwd: 349415 - BAA**

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**Dustin Ericson** <DEricson@dainesjenkins.com>  
To: Nicole Supp <nsupp@sunsetut.gov>

Mon, Sep 8, 2025 at 3:13 PM

Nicole,

Having reviewed this, I am comfortable with the City agreeing to the boundary line adjustment.

Thanks!

Dustin D. Ericson  
Daines & Jenkins, LLP  
108 North Main Street  
Logan, Utah 84321  
(435) 753-4000  
(435) 753-4002 (Facsimile)

**CONFIDENTIALITY NOTE:**

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This email transmission and any documents, files, or previous messages attached to it may contain confidential information that is legally privileged. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distribution, or other use of any of the information contained in or attached to this transmission is STRICTLY PROHIBITED. If you received this transmission in error, please immediately notify the sender by reply email or telephone at (435) 753-4000 and destroy the original transmission and its attachments without reading or saving in any manner.

---

**From:** Nicole Supp <nsupp@sunsetut.gov>  
**Sent:** Monday, August 18, 2025 4:15 PM  
**To:** Dustin Ericson <DEricson@dainesjenkins.com>  
**Subject:** Re: FW: 349415 - BAA

[Quoted text hidden]