



MAGNA WATER DISTRICT AGENDA

FOR THE

REGULAR BOARD MEETING

10:00 AM

THURSDAY MAY 16, 2024

8885 W 3500 S, MAGNA, UT 84044

GENERAL OFFICE BUILDING

(801)250-2118

Fax(801)250-1452

MAY 16, 2024
REGULAR BOARD MEETING AGENDA
MAGNA WATER DISTRICT

MEETING DATE: May 16, 2024, at 10:00 am
LOCATION: 8885 W 3500 S, MAGNA, UT, GENERAL OFFICE BUILDING

- A. Call to Order**
- B. Public, Board and Staff join in the Pledge of Allegiance**
- C. Welcome the Public and Guests**
- D. Public Comment**

Written requests that are received – Please do not take over three minutes due to time restraints for other individuals and the Board.

- E. Inquire of any conflicts of interests that need to be disclosed to the Board**
- F. Approval of common consent items**
 - 1. Minutes of the regular board meeting held April 11, 2024
 - 2. Expenses for April 1 to May 5, 2024
 - General Expenses: \$1,246,852.79
 - Zions Bank Bond Payment: \$ -0-

- G. Employee Recognition**

- H. Department Reports:**

- 1. General Manager Report
- 2. Engineering Report
- 3. Water Operations Report (water production and call out report)
- 4. Wastewater Operations Report (status and call out report)

5. Controller/Clerk Report
 - Compliance Requirements Report
 - 1st Quarter 2024 Budget vs Actual Financial Reports
6. HR Manager Report

I. Project Awards & Agreements

Discussion and possible motion to approve the following project awards and agreements:

1. AE2S Scope and fee for the 8800 W Waterline Replacement Project in the amount not to exceed \$79,930.
2. 2024 Ventrac 4520N multiuse sweeper in the amount of \$40,695.
3. Amendment to CRS Engineering task order for Haynes Well #8 Replacement Project in the amount of \$25,000.
4. Approval to change new uniforms, rugs & bathroom services supplier to Vestis.
5. Property Purchase and Sale Agreement with Northrop Grumman System Corporation for Zone 3 Reservoir property in the amount of \$14.00/square foot – estimated to be \$3,756,614.40. Final amount will be determined based on survey.
6. Temporary Construction Easement Boundary Line Agreement and Restrictive Covenants with Northrop Grumman System Corporation for Zone 3 Reservoir property. Temporary construction easement amount is \$18,000 per month with four months due at execution of Easement Agreement initially in the amount of \$72,000.

J. Administrative

Discussion and possible motion to approve the following administrative items:

1. Resolution 2024-01; Resolution supporting an Application to hold Elections To the Board of Trustees during the Regular General Election Cycle Under Utah Code Section 17B-1-306(14) Election Change Resolution 2024-01.
2. Election Cycle Change Application Letter to Lt. Governor Deidre M Henderson.
3. Magna Water Collections System Health Assessment 2024

For information and discussion only – no action items:

- Next month's board meeting – June 6, 2024, at 10:00 am
- Possible Special board meeting – June 27, 2024, at 10:00 am to review and accept 2024 Certified Tax Rate

- K. Motion to meet immediately in a closed meeting to discuss the character, professional competence, or physical or mental health of an individual, the purchase, exchange, or lease of real property, including any form of a water right or water shares, and collective bargaining pursuant to Utah Code Ann. §§ 52-4-204 through 205.**
- L. Motion to close the closed meeting and re-open the public board meeting.**
- M. Consider action on any noticed agenda item discussed in closed meeting.**
- N. Other Business**
- O. Adjourn**

MEETING MINUTES

**MINUTES OF THE
REGULAR MEETING
OF THE BOARD OF TRUSTEES OF
MAGNA WATER DISTRICT**

A regular meeting of the Board of Trustees of the Magna Water District was held Thursday, March 14, 2024, at 10:00 a.m., at the Magna Water District General Office, Kim Bailey Board Room, located at 8885 West 3500 South, Magna, UT.

Call to Order: Mick Sudbury called the meeting to order at 10:00 a.m.

Trustees Present:

Mick Sudbury, Chairman
Jeff White
Dan Stewart

Staff Present:

Clint Dilley, General Manager
LeIsle Fitzgerald, District Controller
Trevor Andra, District Engineer
Raymond Mondragon, Water Operations Manager
Dallas Henline, Wastewater Operations Manager
Andrew Sumsion, HR Manager

Also Present:

Nathan Bracken, Smith Hartvigsen PLLC
Don Olsen, Epic Engineering
Keith Larsen, Bowen Collins Associates
David R Brickey, Magna Metro Township
Joel Workman, AQS Consulting

Welcome the Public and Guests: Chairman welcomed those in attendance.

Pledge of Allegiance: Chairman lead those in attendance in the Pledge of Allegiance.

Public Comment: None

Chairman asked if any of the staff or board members had a conflict of interest with anything on this agenda. There were no conflicts of interest.

Approval of Common Consent Items:

Minutes of the regular board meeting held March 14, 2024

Expenses for March 4 to March 31, 2024:

General Expenses: \$1,514,797.57

Zions Bank Bond Payment: \$167,219.38

A motion was made by Dan Stewart, seconded by Jeff White, to approve the minutes of the regular board meeting held March 14, 2024, and to approve the general expenses from March 4 to March 31, 2024, and the Zions Bank Bond payment in the amount of \$1,514,797.57 and \$167,219.38; respectively. The motion was approved as follows: Mick Sudbury, yea, Dan Stewart, and Jeff White, yea.

EMPLOYEE RECOGNITION

Chairman recognized all crews who worked on installing three waterline loops along 3100 S. Pictures of the job were presented in the meeting. All crews were a part of the project. They did a great job. Board expressed their thanks and gratitude. Clint and Raymond expressed their thanks and gratitude. For full discussion please go to board meeting recording beginning at position 2:17 to 4:25.

DEPARTMENT REPORTS

General Manager Report: Clint highlighted the following items from his manager's report:

- The secondary water system will be started on April 15, 2024. The canal will start filling on April 20, 2024. The District's shallow wells and reservoirs should handle the secondary water demand until the canal is full. Mick Sudbury pointed out the flyer that will be inserted into our customers bills the first of May regarding the secondary water and remind the public it is not safe to drink, or play in. The flyer also presents the drought situation. The District will be going to a level 1 conservation efforts, which is voluntary conservation.
- As part of the preventative maintenance on the well fields, the District has maintained Haynes #2 and has moved onto Haynes #7. It's been pulled and videoed.
- Jordan Valley has passed preliminary tentative budget for 2024-2025 year and propose an overall 6% increase in their rates. The increase for Magna Water District will be 4.8%, one of the lowest priced increases of all their users. A testament to the team in how water is managed and taken from Jordan Valley.
- Controller and staff are working through the annual financial audit which will be presented to the Board in June.
- Controller and staff are working on the surplus sale.
- Mick and Clint attended the Association of Community Counsels Together meeting. Clint gave a general overview about Magna Water District.
- The notice about the RV Dump Closure went out. There have been quite a few comments on Facebook, did not receive any phone calls regarding the RV Dump in the office. There were some concerns from the public feeling like they have paid for it. There is some truth to that, however, they pay into all the operations of the District. Evaluating all operations, it is more cost efficient not to operate the RV Dump and therefore causes less cost for the community. They are losing a service, but there are other options available.

No actions were taken, for full discussion please go to board meeting recording beginning at position 4:26 to 21:50. Please also see general manager report insert in the board meeting packet.

Engineering Report:

Trevor reported on the 2023 Waterline replacement project, WRF Reuse Project, WWTP Influent Pump Station WWTP Facility Plan Update, Haynes Well #8 Project, Change House at the WWTP, and the 7200 W – 3100 S to Beagley Lane Secondary Project. No actions were taken, for full discussion, please go to board meeting recording beginning at position 21:51 to 29:27. Please also see the engineering insert in the board meeting packet.

Water Operations Report (including water production and call out report): Raymond presented the production report. The culinary water production for the month of March was 90.3 million gallons or 277.25-acre feet, a 6.12% increase from 2023. YTD was 265.0 million gallons or 813.35-acre feet, a 5.44% increase from 2023. We have purchased 198.78-acre feet of water from Jordan Valley Water. Raymond reported the total number of callouts for the month of March was 11 callouts and a total of 40 hours.

Raymond informed the Board the crew is going to be trying to get additional inventory information on the lead and copper connections on the homeowner’s side.

No actions were taken, for full discussion please go to board meeting recording beginning at position 29:28 to 39:38. Please also see the water production report insert in the board meeting packet.

Wastewater Operations Report (including status and call out report):

Dallas reported a couple of projects have been completed, finished the acoustic assessment with SL Rat. Dallas will be presenting the data to the Board next month. The aeration upgrade kits have been installed. They have been in service for one week now. He will analyze about 30 days of data and present to the Board the performance difference before the aeration upgrade and after the upgrade. Dallas informed the Board they are looking at several different types of sweepers to purchase. They found a Ventrac with the sweeper mount on front, options for different attachments. This piece of equipment has been budgeted for the last two years. Dallas would like to bring the price of the Ventrac to the next board meeting for approval if the Board sees fit. There were no actions taken, for full discussion, please go to board meeting recording beginning at position 39:38 to 43:21.

Controller Report/Clerk Report:

Compliance Requirements Report: LeIsle reported the District is up to date with legal requirements and internal policies. No actions were taken, for full discussion please go to board meeting recording beginning at position 43:22 to 49:06. Please also see the controller/clerk insert in the board meeting packet.

HR Manager Report:

Andrew reported to the Board the following:

- Current staffing: Moving forward with a candidate for the wastewater position. The candidate accepted the position and will be starting 04/22/2024.
- Will be performing additional resume reviews and interviews for the water position this week.

- Will be renewing flagger certifications on 04/25/2024 for everyone.
- There is a new Union Rep, Jeff Kendall. The Board expressed their desire to meet the new Union agent. Andrew will find out when this can be arranged.

No actions were taken, for full discussion please go to board meeting recording beginning at position 49:07 to 52:23.

PROJECT AWARDS & AGREEMENTS

Discussion and possible motion to approve the following project awards and agreements:

WRF Reuse Project – Corrio Construction Change Order 001 in the amount of \$18,350:

A motion was made by Jeff White, seconded by Dan Stewart, to approve the Corrio Construction Change Order 001 in the amount of \$18,350 for the WRF Reuse Project. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea, and Dan Stewart, yea. For full discussion please go to board meeting recording beginning at position 52:24 to 54:30.

ASAP Bar Cloud inventory application software annual renewal in the amount of \$4,995:

A motion was made by Jeff White, seconded by Dan Stewart, to approve the renewal in the amount of \$4,995 of the ASAP Bar Cloud inventory application software. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea, and Dan Stewart, yea. For full discussion please go to board meeting recording beginning at position 54:31 to 58:33.

The District’s website was discussed, the Board expressed their desire to ensure the District makes all efforts to communicate with and inform our community of things happening in the District. For full discussion please go to board meeting recording beginning at position 58:34 to 1:05:38.

ADMINISTRATIVE

Discussion and possible motion to approve the following administrative items:

1. **District’s Municipal Wastewater Planning Program report:** Dallas presented the annual Municipal Wastewater Planning Program report to the Board and explained this report gives answers to the State regarding the District’s future planning and projects, funding those projects, it lists all certified operators and other information about the District. A motion was made by Jeff White, seconded by Dan Stewart, to approve the Municipal Wastewater Planning Program Report as presented. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea, and Dan Stewart, yea. For full discussion please go to board meeting recording beginning at position 1:05:39 to 1:10:50.
2. **Investment Committee Meeting Minutes with APA Benefits dated 04/04/2024, and approval of the approved committee actions:** A motion was made by Jeff White, seconded by Dan Stewart, to approve the investment committee meeting minutes with APA Benefits, approving the proposed watch list and to remove American Funds Capital World Gr&Inc R5 (RWIFX) from the watch list. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea, and Dan

Stewart, yea. For full discussion please go to board meeting recording beginning at position 1:10:51 to 1:14:08. Please also see board meeting packet insert.

For Information and discussion only – no action items:

- Billing insert 04/01/2024 from JWCD
- Next month’s board meeting – May 9, 2024, at 10:00 am. Some of the Executive Staff have a conflict on May 9, 2024, Board proposed to change the date for May’s regular board meeting to May 16, 2024, at 10:00 am. A motion was made by Jeff White, seconded by Dan Stewart, to move the May’s regular board meeting to May 16, 2024 at 10:00 am. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea, and Dan Stewart, yea. For full discussion please go to board meeting recording beginning at position 1:14:09 to 1:18:44.

Motion to meet immediately in a closed meeting to discuss the character, professional competence, or physical or mental health of an individual, and the purchase, exchange, or lease of real property, including any form of a water right or water shares pursuant to Utah Code Ann. §§ 52-4-204 through 205. Jeff White made a motion to meet immediately in closed session to discuss the character, professional competence, or physical or mental health of an individual and the purchase, exchange, or lease of real property, including any form of a water right or water shares pursuant to Utah Code Ann. §§ 52-4-204 through 205. The motion was seconded by Dan Stewart, and approved as follows: Mick Sudbury, yea, Dan Stewart, yea, and Jeff White, yea at 11:19 a.m.

Motion to close the closed session and to reopen the open session of the Board Meeting: Jeff White made a motion to close the closed session and reconvene the open session at 12:33 p.m. The motion was seconded by Dan Stewart, yea, and approved as follows: Mick Sudbury, yea, Dan Stewart, and Jeff White, yea.

Consider action on any noticed agenda item discussed in closed meeting: none

Other Business: None

Adjourn: Having no further business to discuss, a motion was made by Jeff White, seconded by Dan Stewart to adjourn the meeting at 12:34 pm. The motion was approved as follows: Mick Sudbury, yea, Dan Stewart, yea, and Jeff White, yea.

Attest

Chairperson

INVOICE PAYMENTS

**MAGNA WATER DISTRICT
INVOICE PAYMENTS
04/01/2024 to 05/05/2024**

Check Issue Date	Payee	Amount	Description
4/1/2024	KILGORE COMPANIES, LLC	1,053.15	ASPHALTS FOR REPAIR
4/1/2024	KILGORE COMPANIES, LLC	1,479.45	ASPHALT FOR REPAIR
4/1/2024	KILGORE COMPANIES, LLC	1,261.05	ASPHALT FOR REPAIR
4/2/2024	AIRGAS USA, LLC - CENTRAL DIVISION	223.01	TRAVELING WELDING TANK/ GAS FOR LARGE TANK
4/2/2024	ELITE GROUNDS, LLC	971.97	LANDSCAPE MAINT- WWTP ADMIN
4/2/2024	ELITE GROUNDS, LLC	1,104.56	LANDSCAPE MAINT- ADMIN
4/2/2024	MID ATLANTIC TRUST COMPANY	3,682.15	401(K)
4/2/2024	ROCKY MOUNTAIN POWER CO.,	19.13	POWER ADMIN BLDG
4/2/2024	ROCKY MOUNTAIN POWER CO.,	25,431.61	POWER WWTP OPERATIONS
4/2/2024	RULON HARPER CONSTRUCTION, INC	654.48	GRAVEL & ROADBASE
4/3/2024	DELCO WESTERN	520.40	TRAINING- HI SERVICE PUMP & MECHANICAL SEAL
4/3/2024	DR HORTON	29,800.00	REFUND OF DEVELOPMENT FEES
4/3/2024	E.T. TECHNOLOGIES, INC	1,522.51	SLUDGE REMOVAL
4/3/2024	LEVERAGE IT SOLUTIONS	2,640.00	STANDARD SUPPORT - MARCH 2024
4/3/2024	LEVERAGE IT SOLUTIONS	1,478.00	SECURITY CAMERAS
4/3/2024	LGG INDUSTRIAL, INC	801.00	AERATION BLOWER HOSES- WWTP
4/3/2024	VANGUARD CLEANING SYSTEMS	650.00	CLEANING - ADMIN
4/3/2024	VANGUARD CLEANING SYSTEMS	350.00	CLEANING - WWTP
4/3/2024	VANGUARD CLEANING SYSTEMS	542.00	CLEANING - EDR
4/4/2024	AMERITAS LIFE INSURANCE CORP	1,642.83	INSURANCE
4/8/2024	CINTAS CORPORATION #180	337.42	WWTP UNIFORMS AND LINEN
4/8/2024	CINTAS CORPORATION #180	229.76	WWTP UNIFORMS & LINEN
4/8/2024	CINTAS CORPORATION #180	213.71	WWTP UNIFORMS & LINEN
4/8/2024	CINTAS CORPORATION #180	207.77	WWTP UNIFORMS AND LINEN
4/8/2024	CINTAS CORPORATION #180	337.42	WWTP UNIFORMS & LINEN
4/8/2024	CINTAS CORPORATION #180	168.59	OFFICE RUGS
4/8/2024	CINTAS CORPORATION #180	142.43	SHOP UNIFORMS & LINEN
4/8/2024	CINTAS CORPORATION #180	133.18	SHOP/EDR UNIFORMS & LINEN
4/8/2024	CINTAS CORPORATION #180	157.48	SHOP UNIFORMS AND LINEN
4/8/2024	CINTAS CORPORATION #180	165.76	SHOP UNIFORMS & LINEN
4/8/2024	CINTAS CORPORATION #180	131.87	SHOP UNIFORMS & LINEN
4/8/2024	FERGUSON WATERWORKS #1616	5,135.00	BUTTERFLY VALVES - SEC. BOOSTER STATION
4/8/2024	FERGUSON WATERWORKS #1616	3.42	WWTP REPAIRS & MAINTENANCE
4/8/2024	REGENCE BCBS OF UTAH	15,331.62	INSURANCE
4/9/2024	LOWE'S	68.38	MISC SUPPLIES- OFFICE
4/9/2024	LOWE'S	311.93	MISC SUPPLIES- OFFICE
4/10/2024	ADVANCED ENGINEERING & ENVIR. SERVICES	3,070.00	ENGINEERING SERVICES LEAD AND COPPER
4/10/2024	ADVANCED ENGINEERING & ENVIR. SERVICES	4,623.50	LEAD & COPPER RULE REVISION SUPPORT-REGULATORY CONS
4/10/2024	WEF MEMBERSHIP	160.00	MEMBERSHIP
4/10/2024	WEF MEMBERSHIP	150.00	MEMBERSHIP
4/10/2024	WEAU	2,555.00	MEMBERSHIP
4/10/2024	WEF MEMBERSHIP	90.00	WEF CONF BANQUET
4/10/2024	AWWA	(160.00)	AWWA CONFERENCE REFUND
4/10/2024	BANKCARD CENTER	250.00	UGFOA CONFERENCE
4/10/2024	BANKCARD CENTER	248.14	BOARD MEETING LUNCH
4/10/2024	CASELLE, INC.	2,379.00	SUPPORT & MAINTENANCE
4/10/2024	PEAK ALARM	1,632.00	ANNUAL MONITORING -EDR
4/10/2024	UTAH BROADBAND	279.00	BROADBAND/INTERNET SUPPORT
4/10/2024	UTAH BROADBAND	119.00	BROADBAND/INTERNET SUPPORT
4/10/2024	UTAH BROADBAND	99.00	BROADBAND/INTERNET SUPPORT
4/10/2024	UTAH BROADBAND	159.00	BROADBAND/INTERNET SUPPORT
4/10/2024	UTAH BROADBAND	199.00	BROADBAND/INTERNET SUPPORT
4/10/2024	UTAH BROADBAND	99.00	BROADBAND/INTERNET SUPPORT
4/10/2024	BLUELINE SERVICES	44.50	PRE-EMPLOYMENT TEST
4/10/2024	BANKCARD CENTER	370.08	WATER USERS CONFERENCE
4/10/2024	BANKCARD CENTER	370.08	WATER USERS CONFERENCE
4/10/2024	BANKCARD CENTER	562.19	WATER USERS CONFERENCE
4/10/2024	THE SALT LAKE TRIBUNE	249.80	ADVERTISING & PUBLIC RELATIONS
4/10/2024	ZAYO	2,444.05	ADMINISTRATIVE OFFICE TELEPHONE/DATA SERVICES
4/10/2024	ANSERFONE	274.50	NIGH ANSWERING SERVICE
4/10/2024	ANSERFONE	274.50	NIGHT ANSWERING SERVICE
4/10/2024	APPLICANT PRO	175.90	JOB LISTINGS
4/10/2024	STANDARD PRINTING COMPANY	2,249.20	MONTHLY BILL PROCESSING
4/10/2024	STANDARD PRINTING COMPANY	1,288.87	MONTHLY BILL PROCESSING
4/10/2024	BANKCARD CENTER	213.92	G24 REGION 8 PRETREATMENT CONFERENCE
4/10/2024	BANKCARD CENTER	213.92	G24 REGION 8 PRETREATMENT CONFERENCE
4/10/2024	U. S. POSTMASTER	342.00	PO BOX RENEWAL
4/10/2024	VERIZON CONNECT FLEET USA LLC	426.80	MONTHLY GPS CHARGE
4/10/2024	WEST VALLEY CITY	130.20	EDR STORMWATER FEE
4/10/2024	UTAH SAFETY COUNCIL	250.00	MEMBERSHIP RENEWAL DUES

**MAGNA WATER DISTRICT
INVOICE PAYMENTS
04/01/2024 to 05/05/2024**

Check Issue Date	Payee	Amount	Description
4/10/2024	AIRGAS USA, LLC - CENTRAL DIVISION	72.00	ARGON RENTAL CYLINDER
4/10/2024	AIRGAS USA, LLC - CENTRAL DIVISION	6.00	ACETYLENE & OXYGEN RENTAL CYLINDERS
4/10/2024	AIRGAS USA, LLC - CENTRAL DIVISION	6.00	ACETYLENE & OXYGEN RENTAL CYLINDERS
4/10/2024	AIRGAS USA, LLC - CENTRAL DIVISION	72.00	ARGON RENTAL CYLINDER
4/10/2024	UTAH SAFETY COUNCIL	399.00	OSHA COURSE
4/10/2024	SMITH HARTVIGSEN, PLLC	3,054.00	GENERAL LEGAL MATTERS
4/10/2024	SMITH HARTVIGSEN, PLLC	1,956.00	LEGISLATIVE LEGAL MATTERS
4/10/2024	BLUELINE SERVICES	147.00	RANDOM DRUG TEST
4/10/2024	BLUELINE SERVICES	147.00	RANDOM DRUG TEST
4/10/2024	SHRED-IT	79.67	DOCUMENT SHREDDING
4/10/2024	CLARION SUITES	400.29	RUAL WATER CONFERENCE
4/10/2024	BANKCARD CENTER	73.77	CONDOLENCE FLOWERS
4/10/2024	NATIONAL BENEFITS SERVICES	52.00	HRA PLAN ADMIN FEE - APRIL
4/10/2024	VERIZON WIRELESS	373.98	CELLPHONE SERVICE
4/10/2024	BANKCARD CENTER	1,509.49	DALLAS HENLINE CC PURCHASES
4/10/2024	MICROSOFT CORPORATION	23.87	DATA PROC MAINT SERVICE
4/10/2024	SIGN NOW	48.15	ONLINE APPLICATIONS
4/10/2024	SIGN NOW	48.15	ONLINE APPLICATIONS
4/10/2024	BANKCARD CENTER	1,072.40	R8PA CONFERENCE - FLIGHTS
4/10/2024	SIGN NOW	48.15	ONLINE APPLICATIONS
4/10/2024	BANKCARD CENTER	226.04	RAYMOND MONDRAGON CC PURCHASES
4/10/2024	BANKCARD CENTER	150.00	TREVOR ANDRA CC PURCHASES
4/10/2024	UTAH SAFETY COUNCIL	700.00	TRENCHING & EXCAVATION TRAINING
4/10/2024	BANKCARD CENTER	574.49	UGFOA CONFERENCE - HOTEL
4/10/2024	UTAH BROADBAND	199.00	BROADBAND/INTERNET SUPPORT
4/10/2024	WEF MEMBERSHIP	160.00	MEMBERSHIP
4/10/2024	WEAU	105.00	BIOSOLIDS TRAINING
4/10/2024	BANKCARD CENTER	503.64	WEB HOSTING SUBSCRIPTION
4/10/2024	BANKCARD CENTER	600.00	REGION 8 PRETREATMENT ASSOC CONFERENCE
4/10/2024	BANKCARD CENTER	137.28	AED PADS FOR MOBILE UNITS
4/10/2024	BOWEN COLLINS & ASSOCIATES	1,118.50	SECONDARY WATER RESUE PIPELINE
4/10/2024	ARMITEK	3,076.84	WINDOW TINT- CONFERENCE ROOM
4/10/2024	CHEMTECH-FORD	60.00	WATER & LAB TESTING
4/10/2024	CHEMTECH-FORD	600.00	WATER LAB & TESTING
4/10/2024	CHEMTECH-FORD	454.00	WWTP LAB & TESTING
4/10/2024	CHEMTECH-FORD	640.00	WWTP LAB & TESTING
4/10/2024	CHEMTECH-FORD	338.00	WWTP LAB & TESTING
4/10/2024	CORRIO CONSTRUCTION, INC.	440,670.17	MAGNA WRF REUSE PROJECT
4/10/2024	CRUS OIL INC./QUALCO	492.33	OIL, FUEL, AIR FILTERS
4/10/2024	CRUS OIL INC./QUALCO	398.30	OIL, FUEL, AIR FILTERS
4/10/2024	CRUS OIL INC./QUALCO	36.00	OIL FILTER
4/10/2024	DAVIDSON SALES & ENGINEERING, INC	3,987.70	CHEMICAL FEED PUMPS
4/10/2024	E.T. TECHNOLOGIES, INC	339.01	SLUDGE REMOVAL
4/10/2024	E.T. TECHNOLOGIES, INC	2,215.93	SLUDGE REMOVAL
4/10/2024	E.T. TECHNOLOGIES, INC	2,207.74	SLUDGE REMOVAL
4/10/2024	E.T. TECHNOLOGIES, INC	1,490.76	SLUDGE REMOVAL
4/10/2024	E.T. TECHNOLOGIES, INC	1,818.70	SLUDGE REMOVAL
4/10/2024	EVERGREEN BUSINESS SOLUTIONS	104.53	BUSINESS CARDS
4/10/2024	HERITAGE ROOFING	435.00	ROOF REPAIR & INSPECTION
4/10/2024	MID ATLANTIC TRUST COMPANY	156,603.00	2024 EXECUTIVE PENSION PLAN FUNDING
4/10/2024	RHINO PUMPS	3,254.00	SPLIT SEAL- RAS PUMPS-WWTP
4/10/2024	SAFETY-KLEEN SYSTEMS, INC.	424.94	PARTS WASHER SOLVENT - SHOP
4/10/2024	SAFETY-KLEEN SYSTEMS, INC.	298.64	USED OIL FILTER DRUM
4/10/2024	STANDARD PRINTING COMPANY	673.41	VEHICLE INSPECTION SHEETS
4/10/2024	THATCHER COMPANY	7,470.43	CHEMICALS
4/11/2024	COSTCO WHOLESALE	306.51	VACUUM & CLEANING SUPPLIES- WWTP
4/11/2024	COSTCO WHOLESALE	250.20	JANITORIAL SUPPLIES- OFFICE
4/11/2024	COSTCO WHOLESALE	174.73	OFFICE SUPPLIES- SHOP
4/11/2024	COSTCO WHOLESALE	624.55	OFFICE SUPPLIES- WWTP
4/11/2024	GENERATOR EXCHANGE, INC.	495.00	STARTER- #58
4/11/2024	UTAH-IDAHO TEAMSTERS SECURITY FUND	41,836.50	UNION HEALTH & WELFARE
4/11/2024	WESTERN CONF TEAMSTERS PENSION	37,545.20	UNION PENSION CONTRIBUTION
4/12/2024	ALLSTATE	478.27	INSURANCE & OPEB OBLIGATION
4/14/2024	IPS	129.54	T&A MONTHLY FEE-MARCH
4/14/2024	IPS	129.54	T&A MONTHLY FEE-APRIL
4/16/2024	MID ATLANTIC TRUST COMPANY	3,682.15	401(K)
4/17/2024	ELITE GROUNDS, LLC	1,104.56	LANDSCAPE MAINT- ADMIN
4/17/2024	ELITE GROUNDS, LLC	971.97	LANDSCAPE MAINT- WWTP ADMIN
4/18/2024	DOMINION ENERGY	3,550.22	NATURAL GAS 6850 W 2820 S
4/18/2024	DOMINION ENERGY	743.44	NATURAL GAS 6026 PARKWAY BLVD

**MAGNA WATER DISTRICT
INVOICE PAYMENTS
04/01/2024 to 05/05/2024**

Check Issue Date	Payee	Amount	Description
4/18/2024	OSINC, INC	400.00	BOOTS
4/18/2024	ROCKY MOUNTAIN POWER CO.,	16,520.88	POWER BARTON 1&2
4/19/2024	DOMINION ENERGY	189.04	GAS FOR 3291 S 8000 W MAGNA UT
4/19/2024	DOMINION ENERGY	1,226.25	GAS FOR 8931 W 3500 S MAGNA UT
4/19/2024	DOMINION ENERGY	9,452.60	NATURAL GAS 7650 W 2100 S MAGNA UT
4/19/2024	DOMINION ENERGY	691.92	NATURAL GAS 8885 W 3500 S MAGNA UT
4/19/2024	LOWE'S	169.19	MISC SUPPLIES- SHOP
4/19/2024	LOWE'S	35.18	MISC SUPPLIES- SHOP
4/19/2024	LOWE'S	462.78	MISC SUPPLIES- SHOP
4/19/2024	LOWE'S	28.44	MISC SUPPLIES- OFFICE
4/19/2024	LOWE'S	225.59	MISC SUPPLIES- SHOP
4/19/2024	LOWE'S	56.92	MISC SUPPLIES- OFFICE
4/19/2024	LOWE'S	226.53	MISC SUPPLIES- WATER
4/19/2024	ROCKY MOUNTAIN POWER CO.,	38.01	POWER 3500 S TANKS
4/19/2024	ROCKY MOUNTAIN POWER CO.,	23.23	POWER BACCHUS TANKS
4/19/2024	ROCKY MOUNTAIN POWER CO.,	88.74	POWER SECONDARY RESERVOIR PUMP
4/19/2024	ROCKY MOUNTAIN POWER CO.,	3,469.25	POWER ZONE 3 PUMP CULINARY
4/19/2024	ROCKY MOUNTAIN POWER CO.,	409.77	POWER CEMENT BLDG SHOP
4/19/2024	ROCKY MOUNTAIN POWER CO.,	1,433.10	POWER 7600 RESERVOIR
4/19/2024	ROCKY MOUNTAIN POWER CO.,	11.88	POWER JORDAN VALLEY
4/22/2024	AMERICAN ELECTRIC CO., INC.	345.00	GENERATOR MAINTENANCE AGRMT- WWTP
4/22/2024	BOWEN COLLINS & ASSOCIATES	1,310.00	MAGNA WRF BUILDING MODIFICATION STUDY
4/22/2024	CHEMTECH-FORD	338.00	WWTP LAB TESTING
4/22/2024	CHEMTECH-FORD	338.00	WWTP LAB & TESTING
4/22/2024	CHEMTECH-FORD	600.00	EDR LAB TESTING
4/22/2024	CHEMTECH-FORD	454.00	WWTP LAB & TESTING
4/22/2024	CHEMTECH-FORD	178.00	EDR LAB & TESTING
4/22/2024	CHEMTECH-FORD	120.00	EDR LAB & TESTING
4/22/2024	CINTAS 1ST AID	470.61	SHOP CABINET & ADDED ANOTHER CABINET
4/22/2024	CINTAS 1ST AID	100.10	MWD OFFICE CABINET CLEANED & REFILLED
4/22/2024	CINTAS 1ST AID	55.21	EDR CABINET CLEANED & RESTOCKED
4/22/2024	CINTAS 1ST AID	7.15	WWTP CABINET CLEANED & RESTOCKED
4/22/2024	CINTAS 1ST AID	71.57	WWTP CABINET CLEANED & RESTOCKED
4/22/2024	CINTAS 1ST AID	136.47	SHOP CABINET CLEANED & RESTOCKED
4/22/2024	CORRIO CONSTRUCTION, INC.	24,436.00	AERATION UNIT UPGRADE KITS- BIOREACTORS-WWTP
4/22/2024	CRS CONSULTING ENGINEERS, INC	2,885.50	HAYNES WELL #8 PROJECT
4/22/2024	E.T. TECHNOLOGIES, INC	1,091.13	SLUDGE REMOVAL
4/22/2024	E.T. TECHNOLOGIES, INC	1,880.78	SLUDGE REMOVAL
4/22/2024	E.T. TECHNOLOGIES, INC	1,478.49	SLUDGE REMOVAL
4/22/2024	INTSEL STEEL WEST, LLC	71.55	RAMP REPAIR - #16
4/22/2024	LGG INDUSTRIAL, INC	47.17	FITTINGS FOR GENERATOR- 8000 W
4/22/2024	MECHANICAL SERVICE & SYSTEMS, INC.	237.90	QUARTERLY MAINTENANCE
4/22/2024	MECHANICAL SERVICE & SYSTEMS, INC.	1,440.20	WWTP REPAIRS AT PUMP STATION
4/22/2024	METAL SUPERMARKETS OF SLC	1,339.56	MISC SUPPLIES- WWTP
4/22/2024	OLYMPUS SAFETY & SUPPLY, LLC	292.50	RUBBER GLOVES
4/22/2024	RH BORDEN and COMPANY, LLC	73,846.60	COLLECTIONS SYSTEM ACOUSTIC ASSESSMENT
4/22/2024	S.L.CO. ENGINEERING DIVISION	750.00	CONSTRUCTION PERMITS
4/22/2024	SIDEWINDERS, LLC	8,609.08	INTER PUMP STATION BARNES PUMP
4/22/2024	SIDEWINDERS, LLC	6,723.65	AERATION BLOWER MOTOR
4/22/2024	STAPLES BUSINESS CREDIT	215.58	BATTERY BACKUP UPS- OFFICE
4/22/2024	STAPLES BUSINESS CREDIT	29.96	OFFICE SUPPLIES- VEHICLES
4/22/2024	TOTAL POWER & CONTROLS, LLC	2,527.18	RAS ELECTRICAL FUEL PUMP- CONVAULT-WWTP
4/22/2024	WORKERS COMPENSATION FUND OF U	2,150.27	WCF INSURANCE
4/23/2024	OSINC, INC	10.00	BOOTS
4/23/2024	RHINO PUMPS	36.08	SPLIT SEAL-RAS PUMPS- WWTP
4/23/2024	VLCM	8,750.00	TELEPHONE UPGRADE
4/24/2024	UTAH STATE TAX COMMISSION	37,769.28	MWD WITHHOLDING 1ST QTR
4/24/2024	UTAH UC FUND	2,369.60	1ST QUARTER 2024 SUTA PMT
4/25/2024	BLUE STAKES OF UTAH 811	643.53	BLUE STAKES SERVICES
4/25/2024	COSTCO WHOLESALE	126.06	OFFICE SUPPLIES- OFFICE
4/25/2024	COSTCO WHOLESALE	151.68	OFFICE SUPPLIES- SHOP
4/25/2024	GRAINGER	129.00	MEMBERSHIP FEE
4/25/2024	HUBER TECHNOLOGY	2,400.00	HEADWORKS BAGS
4/25/2024	RICOH USA , INC	216.82	COPIER - OFFICE
4/25/2024	ROCKY MOUNTAIN POWER CO.,	91.55	POWER BOOSTER STATION
4/25/2024	ROCKY MOUNTAIN POWER CO.,	1,753.09	POWER HAYNES WELLS
4/25/2024	ROCKY MOUNTAIN POWER CO.,	29.28	POWER SHALLOW WELLS
5/1/2024	AMERITAS LIFE INSURANCE CORP	1,642.83	INSURANCE
5/1/2024	FUEL NETWORK	5,128.92	FUEL FOR VEHICLES
5/1/2024	MID ATLANTIC TRUST COMPANY	3,682.15	401(K)

VENDOR NAME	AMOUNT	YTD Totals
ADVANCED ENGINEERING & ENVIR. SERVICES	7,693.50	8,979.75
AIRGAS USA, LLC - CENTRAL DIVISION	379.01	1,378.98
ALLSTATE	478.27	1,913.08
AMBIENTE H2O INC	20,085.30	20,085.30
AMERICAN ELECTRIC CO., INC.	345.00	345.00
AMERITAS LIFE INSURANCE CORP	3,285.66	8,041.89
ANSERFONE	549.00	1,083.50
APPLICANT PRO	175.90	687.52
AQUA ENVIRONMENTAL SERVICES	195.46	28,709.25
ARMITEK	3,076.84	7,692.09
ARNOLD MACHINERY CO.	934.60	934.60
AWWA	(160.00)	1,904.00
BANKCARD CENTER	7,075.44	7,075.44
BLAND'S RECYCLING	210.00	1,565.00
BLUE STAKES OF UTAH 811	643.53	2,510.26
BLUELINE SERVICES	338.50	735.00
BOWEN COLLINS & ASSOCIATES	2,428.50	74,027.12
CASELLE	2,379.00	9,516.00
CHEMTECH-FORD	5,084.00	33,745.00
CINTAS 1ST AID	841.11	1,875.19
CINTAS CORPORATION #180	2,225.39	12,167.11
CLARION SUITES	400.29	2,364.28
CORRIO CONSTRUCTION, INC.	465,106.17	1,957,921.95
COSTCO WHOLESALE	1,633.73	2,258.41
CRS CONSULTING ENGINEERS, INC	2,885.50	25,151.25
CRUS OIL INC./QUALCO	926.63	1,115.49
DAVIDSON SALES & ENGINEERING, INC	3,987.70	3,987.70
DELCO WESTERN	520.40	520.40
DOMINION ENERGY	15,853.47	84,212.85
DR HORTON	29,800.00	29,800.00
E.T. TECHNOLOGIES, INC	20,627.38	65,938.89
ELITE GROUNDS, LLC	4,153.06	4,153.06
EVERGREEN BUSINESS SOLUTIONS	104.53	395.85
FERGUSON WATERWORKS #1616	13,188.78	21,341.87
FORCE ELECTRIC, LLC	6,887.00	6,887.00
FUEL NETWORK	5,128.92	19,702.12
GENERATOR EXCHANGE, INC.	495.00	495.00
GRAINGER	129.00	617.08
HERITAGE ROOFING	435.00	435.00

VENDOR NAME	AMOUNT	YTD Totals
HUBER TECHNOLOGY	2,400.00	300,156.16
INTSEL STEEL WEST, LLC	71.55	785.92
IPS	259.08	510.54
JORDAN VALLEY WATER	29,978.90	120,352.11
KILGORE COMPANIES, LLC	3,793.65	3,997.15
LEVERAGE IT SOLUTIONS	4,118.00	16,514.98
LGG INDUSTRIAL, INC	848.17	1,191.10
LOWE'S	1,584.94	6,251.38
MECHANICAL SERVICE & SYSTEMS, INC.	1,678.10	15,074.02
METAL SUPERMARKETS OF SLC	1,339.56	1,339.56
MICROSOFT CORPORATION	23.87	73.97
MID ATLANTIC TRUST COMPANY	167,649.45	189,996.43
MORGAN ASPHALT	478.72	1,470.98
MOUNTAINLAND SUPPLY COMPANY	8,747.21	41,491.70
NATIONAL BENEFIT SERVICES	52.00	42,260.00
OLYMPUS SAFETY & SUPPLY, LLC	418.50	1,628.20
OSINC, INC	410.00	2,740.95
PEAK ALARM	1,632.00	8,172.00
REGENCE BCBS OF UTAH	30,663.24	72,848.22
RH BORDEN and COMPANY, LLC	73,846.60	73,846.60
RHINO PUMPS	3,290.08	54,907.39
RICOH USA , INC	216.82	1,505.90
ROCKY MOUNTAIN POWER CO.,	75,659.66	228,320.22
RULON HARPER CONSTRUCTION, INC	900.88	2,093.92
S.L.CO. ENGINEERING DIVISION	750.00	5,875.00
SAFETY-KLEEN SYSTEMS, INC.	723.58	1,131.58
SHRED-IT	79.67	374.16
SIDEWINDERS, LLC	15,332.73	34,586.36
SIGN NOW	144.45	469.59
SKM INC.	6,867.25	11,687.56
SMITH HARTVIGSEN, PLLC	5,010.00	17,105.00
STANDARD PRINTING COMPANY	5,100.89	10,414.54
STAPLES BUSINESS CREDIT	245.54	2,327.43
THATCHER COMPANY	27,101.17	127,204.48
THE LINCOLN NATIONAL LIFE	731.10	2,924.40
THE SALT LAKE TRIBUNE	249.80	249.80
TOTAL POWER & CONTROLS, LLC	2,527.18	11,386.11
U.S. POSTMASTER	342.00	40,342.00
UTAH BROADBAND	1,153.00	4,622.00

VENDOR NAME	AMOUNT	YTD Totals
UTAH SAFETY COUNCIL	1,349.00	1,349.00
UTAH STATE TAX COMMISSION	37,769.28	70,494.60
UTAH UC FUND	2,369.60	2,495.68
UTAH-IDAHO TEAMSTERS SECURITY FUND	41,836.50	165,796.50
VANGUARD CLEANING SYSTEMS	1,542.00	7,710.00
VERIZON CONNECT	426.80	2,693.89
VERIZON WIRELESS	373.98	1,872.13
VLCM	8,750.00	8,750.00
WEAU	2,660.00	2,660.00
WEF MEMEBERSHIP	560.00	1,333.00
WEST VALLEY CITY	130.20	520.80
WESTERN TEAMSTERS PENSION	37,545.20	112,246.98
WORKERS COMPENSATION FUND OF U	2,150.27	8,601.07
ZAYO	2,444.05	12,219.64
TOTALS	1,246,852.79	4,309,241.98

ENGINEERING REPORT

Engineering Report (Updated 05/02/24)

Capital and General Engineering Projects

- **2023 Water line replacement project**
 - **Started first week of May scheduled to end September/October 2024**
- Zone 3 Secondary and Culinary Pump Station Project
 - Culinary PS upgrades complete.
 - Secondary PS substantially complete.
 - Start up in April 2024
- **WRF Reuse Project**
 - **Working on roof deck.**
 - **Installing Pumps**
 - **Working on mechanical piping and filters.**
- **Influent Pump Station**
 - **Out to bid, due May 2024**
 - Equipment Pre-procurement
 - Screw Pumps and Grit Washers
- **WWTP Facility Plan Update**
 - **WWTP model complete**
 - **Facility assessment complete**
 - **Approximately 70% complete**
- **Haynes Well #8 Replacement**
 - Well drilling and casing design complete
 - Pump house design complete
 - **Working on paperwork and agreement for \$1.31 million grant**
- West Side Collection Phase 1B Project
 - **Rebid in July 2024.**
- Truck Garage
 - Adjust size to 4 bays
- Solids Handling Building Expansion
 - Plan review in progress
- **Change House**
 - **Looking into comparative analysis between new building next to operator building and modifying/new build at west headworks site**
 - Temporary locker/change area location on main level of existing operations building.
 - door at top of stairs has been installed
- **7200 W- 3100 S to Beagley Lane Secondary Project**
 - **Working on schedule for bidding and construction, look to bid in June**
- Zone 3 Secondary Water Reservoir
 - **Purchase property from Northrup Grumman on agenda**
 - **Design picked back up**

**WATER
OPERATIONS
REPORT**

Water Production Report & Callout Report

April 2024

Water Production Summary

The culinary water production for the month of April was 100.03 million gallons or 274.18-acre feet, a 12.51% increase from 2023. YTD was 365.04 million gallons or 990.08-acre feet, a 31.35% increase from 2023.

We have purchased 263.70-acre feet of water from Jordan Valley Water.

Callout Report – Water and Wastewater Combined

Total number of call outs - 15

Water – 11

Wastewater – 4

Total Hours for call outs – 61.5

Water – 49.5

Wastewater - 12

Mainline Leak - 0

Service Line Leaks – 4

Miscellaneous - 11

Summary Of Water Deliveries
MAGNA WATER DISTRICT
System # 18014
Apr-24

Source	Month's Deliveries (AF)		Change %	Current Month's Gall	Deliveries YTD (AF)		Change %	YTD Gallons
	2024	2023			2024	2023		
CULINARY WATER								
Well Sources Barton and Haynes	274.18	231.64			990.08	657.08		
To Waste	29.94	29.19			120.05	91.22		
Total Finished Blend EDR	242.09	201.27			856.66	564.20		
JVWCD Magna Reading	64.40	67.12			263.38	205.10		
JVWCD	64.92	67.33			263.70	204.93		
Total Culinary Water	307.01	268.60	12.51%	100,032,454	1,120.36	769.13	31.35%	365,044,658
SECONDARY WATER								
Irrigation Well #1	12.18	5.91			12.18	5.91		
Irrigation Well #2	14.31	5.64			14.31	5.64		
Irrigation Well #3	0.17	7.09			0.17	7.09		
High Zone (secondary)	10.91	-			10.91	-		
Low Zone (secondary)	6.10	-			6.10	-		
Total secondary Usage	43.67	18.64	57.32%	14,228,952	43.67	18.64	57.32%	14,228,909
Total Production of Water	350.68	287.24	18.09%	114,261,363	1,164.03	787.77	32%	379,273,567

* EDR Blend + Total Secondary + JVWCD = Total Production

APRIL CALL OUTS

Dept.	Employee	Date	Hours	Description
SEWER	DYLLAN DELOBEL	4/10/2024	3	CHLORINOMETER 2 FAILED,TROUBLESHOOTED ISSUE
SEWER	CHET DRAPER	4/5/2024	3	CHOPPER 12 FAILED, RESET VFD
		4/7/2024	3	LOST COMMUNICATION WITH PRESS BLDG
WATER	JUSTIN LONG	4/9/2024	3	7860 W SHARON DR- LEAK- BORING CO HIT MISMARKED LINE
		4/26/2024	3	COLD SIDE LEAK- 2677 S 9180 W; 4100 S SECONDARY BLOW OFF LEAKING
		4/28/2024	6	SERVICE LEAK- 7036 W BENDIXON ; REPORT OF WATER COMING FROM ROAD- 2768 S 8800 W
WATER	CHRIS THOMPSON	4/9/2024	3	7860 W SHARON DR- LEAK- BORING CO HIT MISMARKED LINE
WATER	LONNIE THOMPSON	4/9/2024	3	7860 W SHARON DR- LEAK- BORING CO HIT MISMARKED LINE
SEWER	SCOTT BECK	4/13/2024	3	SCU WELL RADAR - CLEANED THE WELL
WATER	STEVE CLARK	4/22/2024	3	LOW TANK LEVELS
		4/24/2024	3	ZONE 3 IRRIGATION BOOSTER
		4/26/2024	3	ZONE 3 IRRIGATION BOOSTER
		4/27/2024	3	AMIAD FILTER PLUGGED, NO FLOW
WATER	CONNOR MCREYNOLDS	4/12/2024	3	SERVICE LEAK- 3135 S VIVIAN ST
		4/13/2024	3	FIRE HYDRANT BROKEN- HOUSE FIRE 3321 S 7615 W
WATER	MIKE HARMS	4/30/2024	3	SERVICE LEAK- 2863 S 9150 W ; COMPRESSION BLOW OFF- 2682 S SINDBAD WAY
WATER	TRAVIS RAWSON	4/27/2024	3	SERVICE LEAK- 7036 W BENDIXON
WATER	MATT SKOGERBOW	4/28/2024	7.5	EDR PLANT PLC FAILURE

Total Callout Hours	61.5
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Total Callouts	15
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Total Water/EDR Hours	49.5
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Total # of Water Callouts	11
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Total WWTP Hours	12
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Total WWTP Callouts	4
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LEAKS

Date	Address	Hours	Mainline/Service
4/9/2024	7860 W SHARON DR	9	SERVICE LEAK
4/12/2024	3135 S VIVIAN ST	3	SERVICE LEAK
4/27/2024	7036 W BENDIXON	6	SERVICE LEAK
4/30/2024	2863 S 9150 W	3	SERVICE LEAK
	TOTAL	21	

COMPLIANCE REPORT

COMPLIANCE OF LEGAL REQUIREMENTS AND INTERNAL POLICIES CHECK LIST

LEGAL REQUIREMENTS	DATE COMPLETED	DUE DATE	NEXT SCHEDULED FOR
Posting of Annual Schedule of Regular Board Meetings	1/2/2024	1st Monday in January	1/1/2025
Adoption of District's Annual Tentative Budget	10/19/2023	11/30/2023	10/1/2025
Annual Certification and Filing of Budget with State Auditor	11/28/2023	12/31/2023	12/31/2025
Annual Filing of Impact Fees Report with State Auditor	3/31/2024	3/31/2024	3/31/2025
Annual Filing of Financial Statements with State Auditor	6/26/2023	6/30/2023	6/30/2024
Participation in Utah Public Finance Website (transparent.utah.gov) Salaries/Benefits	1/30/2023	3/31/2023	3/31/2024
Quarterly Budget to Actual Reports provided to Board of Trustees 1st Quarter 2nd Quarter 3rd Quarter 4th Quarter	5/16/2024	COMPLETING 05/16/2024 July November February	05/31/2025 07/31/2025 11/30/2025 02/28/2026
Quarterly Expenditures and Revenues posted to Utah Public Transparency Website 1st Quarter 2nd Quarter 3rd Quarter 4th Quarter	4/27/2024	COMPLETED 04/27/2024 08/31/2024 10/31/2024 01/31/2025	04/30/2025 8/31/2025 10/31/2025 1/31/2026
WWTP Annual Biosolids Report to State	1/16/2024	2/18/2024	2/28/2025
OSHA 300 Report - Posted & Submitted	3/2/2024	3/2/2024	3/2/2025
Board member contact information (name, phone number, and email address) posted on the Utah Public Notice Website	1/8/2024	30 days after information has changed	1/1/2025
Semi-annual Report to State Money Management Council June 30 Report December 31 Report	7/1/2023 1/25/2024	07/31/2024 01/31/2025	7/31/2025 1/31/2026
File statement with Division of Corporations re: receipt of notice of claim	1/8/2024	January	1/31/2025
File with Registry of Lieutenant Governor	4/11/24	COMPLETED 04/11/2024 : last filing	4/11/2025
Disclosure regarding responsibility of homeowner to repair retail water line	5/1/2024	Semi-Annually	10/31/2024
Water Use Report	3/31/2024	03/31/2024	3/31/2025
Municipal Wastewater Planning Program Report	4/11/2024	COMPLETED 04/11/2024	5/1/2025
Publish Consumer Confidence Report	7/1/2023	Every July 1	7/1/2024

Annual Employee Training			
Sexual Harassment & Discrimination	5/31/2023	December 31	5/31/2024
Tuition Assistance Program	On-going	During Hiring Onboarding	On-going
Fraud Awareness Training	9/1/2024	December 31	
Ethical Behavior	7/26/2023	December 31	7/31/2024
Preventing Violence in the Workplace	6/28/2023	December 31	6/30/2024
Annual Trustee Training			
Open and Public Meetings Act	11/30/2024	12/01/2024	11/30/2025
Utah Public Officers' and Employees' Ethics Act	11/30/2024	12/01/2024	11/30/2025
New Trustee Special and Local District training Course	11/30/2024	Within one year of Office	11/30/2025
Conflict of Interest Annual certification	4/22/2024	COMPLETED 04/11/2024	02/29/2025
Employee Performance Evaluations	11/30/2023	12/31/2024	11/30/2025
Hotline	Ongoing	Posted on Website always	Ongoing
Annual Filing of Fraud Risk assessment with State Auditor	12/14/2023	June 30 of following year	12/31/2024
GRAMA Training Annual for Records Officer	4/9/2023	December 2024	4/9/2024
Proper Notice of Public Meetings	Ongoing	at least 24 hours before public Meeting date and time	Ongoing
Appoint A Board Chair Person Annually	1/11/2024	January Regular Board Meeting	1/1/2025
Public Tax Increase Hearing	Ongoing	When Needed	Ongoing
Review Insurance/Bonding Requirements	Annually	December 2024	2025
Review Fund Balance Limitation	Annually	December 2024	2025
Imposing/Increasing Fee - Public Hearing	4/22/2021	When needed	Unknown
Copies of "Robert's Rules of Order"	ongoing	ongoing	ongoing
(b) Subject to Subsection (3)(3), a board of trustees shall: (i) adopt rules of order and procedure to govern a public meeting of the board of trustees; (ii) conduct a public meeting in accordance with the rules of order and procedure described in Subsection (3)(b)(i); and (iii) make the rules of order and procedure described in Subsection (3)(b)(i) available to the public: (A) at each meeting of the board of trustees; and (B) on the local district's public website, if available			
Meeting Minutes	Ongoing		Ongoing
Meeting Minutes and any materials distributed at the Meeting available on the Utah Public Notice Webiste, District website, and district office and within three business days after holding an open meeting, make an audio recording of the open meeting available to the public for listening.			

03/31/2024

FINANCIALS

MAGNA WATER DISTRICT

OVERAL BOTTOM LINE

3/31/2024

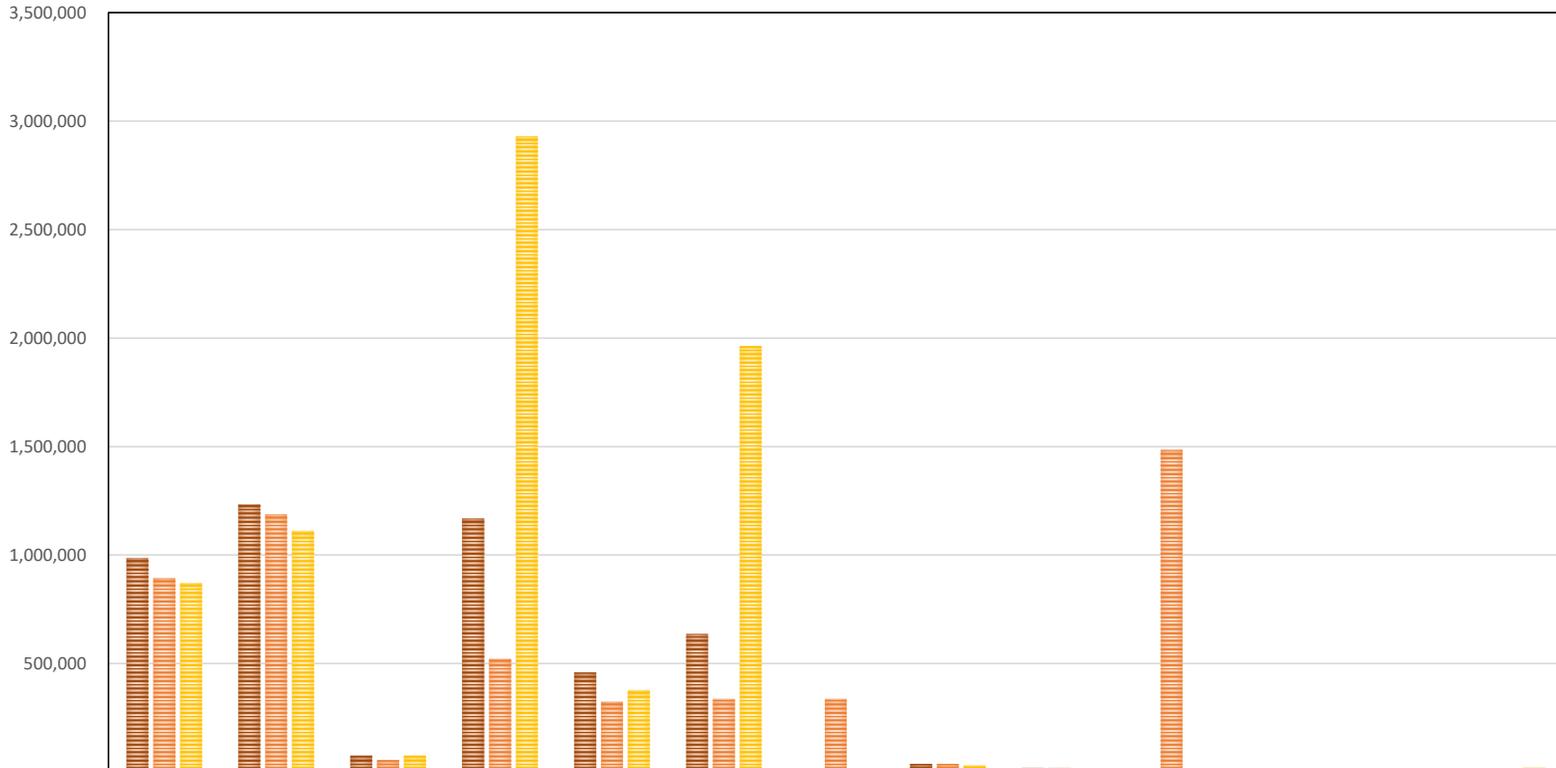
3/31/2023

Total Revenue	\$ 4,616,376.28	\$ 7,393,357.61
Total Expenses	\$ 3,736,116.76	\$ 3,256,809.98
Overall Income/(Loss)	<u>\$ 880,259.52</u>	<u>\$ 4,136,547.63</u>
		<u>\$ (3,256,288.11)</u>

	2024 Actual	2023 Actual	Difference (dec)/Inc
WATER SALES	986,700.14	872,314.80	114,385.34
SEWER SERVICE CHARGES	1,233,484.44	1,111,501.34	121,983.10
PROPERTY TAX REVENUE	75,959.00	76,580.04	(621.04)
IMPACT FEES	1,168,143.00	2,929,615.00	(1,761,472.00)
INTEREST INCOME INVESTMENTS	458,923.79	378,273.05	80,650.74
CONNECTION FEES & OTHER INCOME	636,265.80	1,963,028.55	(1,326,762.75)
OTHER NON-OPER INCOME	-	25.00	(25.00)
NON RESIDENT FEE IN LIEU OF PR	37,758.00	31,623.00	6,135.00
OTHER OPERATING INCOME	19,142.11	9,818.35	9,323.76
GRANT OPERATING REVENUE	-	-	-
GAIN/LOSS ON SALE OF ASSETS	-	-	-
UNREALIZED GAINS/LOSSES	-	-	-
CONTR LINES WATER SH METERS	-	20,578.48	(20,578.48)
OTHER NON-OPERATING EXPENSE	506.17	4,069.65	(3,563.48)
LEASE EXPENSE	4,797.23	4,797.23	-
OTHER OPERATING EXPENSE	182,190.90	149,909.61	32,281.29
UTILITIES	208,114.58	189,703.80	18,410.78
INTEREST EXPENSE	154,076.01	161,083.53	(7,007.52)
CONTRACTUAL SERVICES	114,546.72	104,597.68	9,949.04
MATERIALS and SUPPLIES	493,525.55	529,252.65	(35,727.10)
SALARIES AND BENEFITS	1,103,359.62	1,023,395.84	79,963.78
DEPRECIATION & AMORTIZATION	1,474,999.98	1,089,999.99	384,999.99
	880,259.52	4,136,547.63	(3,256,288.11)

MARCH 2024 YTD REVENUE BUDGET VS ACTUAL

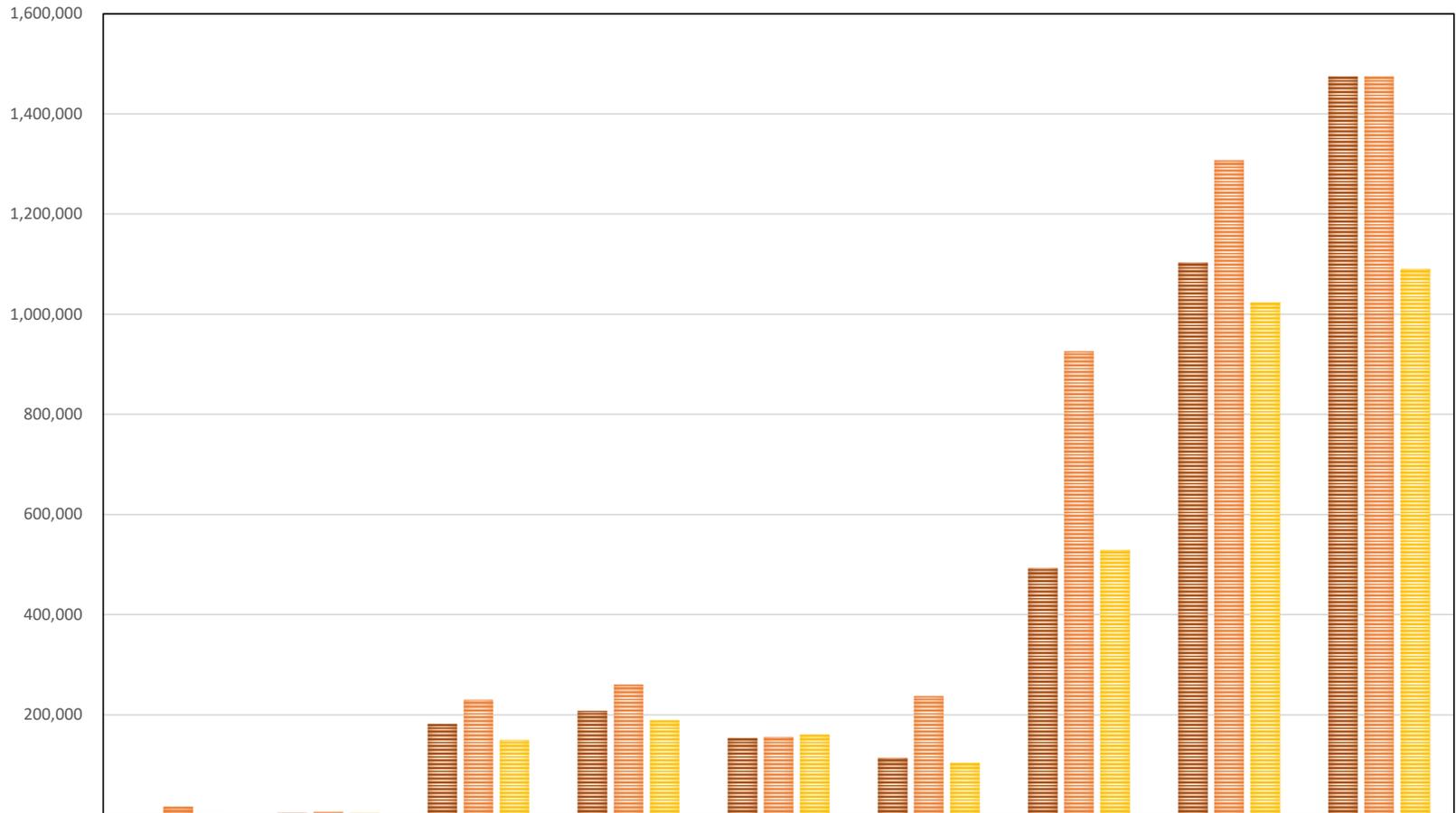
■ 2024 YTD Actual
 ■ 2024 Budget
 ■ 2023 YTD Actual



	WATER SALES	SEWER SERVICE CHARGES	PROPERTY TAX REVENUE	IMPACT FEES	INTEREST INCOME INVESTMENTS	CONNECTION FEES & OTHER INCOME	OTHER NON-OPER INCOME	NON RESIDENT FEE IN LIEU OF PR	OTHER OPERATING INCOME	GRANT OPERATING REVENUE	GAIN/LOSS ON SALE OF ASSETS	CONTR LINES WATER SH METERS	UNREALIZED GAINS/LOSSES
■ 2024 YTD Actual	986,700	1,233,484	75,959	1,168,143	458,924	636,266	-	37,758	19,142	-	-	-	-
■ 2024 Budget	893,257	1,187,500	55,512	522,501	324,999	338,364	337,752	37,500	18,750	1,483,749	-	-	7,500
■ 2023 YTD Actual	872,315	1,111,501	76,580	2,929,615	378,273	1,963,029	25	31,623	9,818	-	-	-	20,578

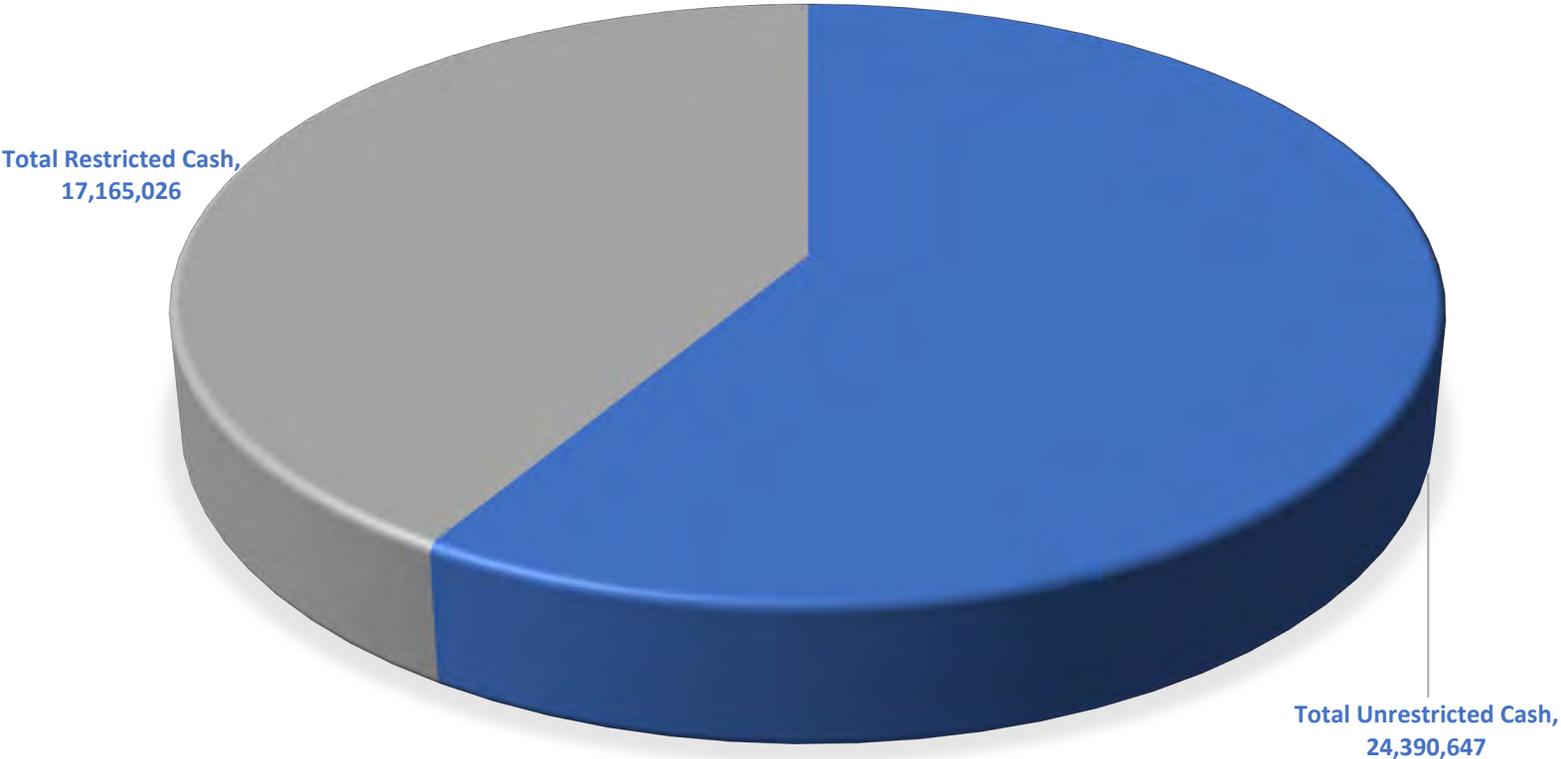
MARCH 2024 YTD EXPENSES BUDGET VS ACTUAL

■ 2024 YTD Actual
 ■ 2024 Budget
 ■ 2023 YTD Actual

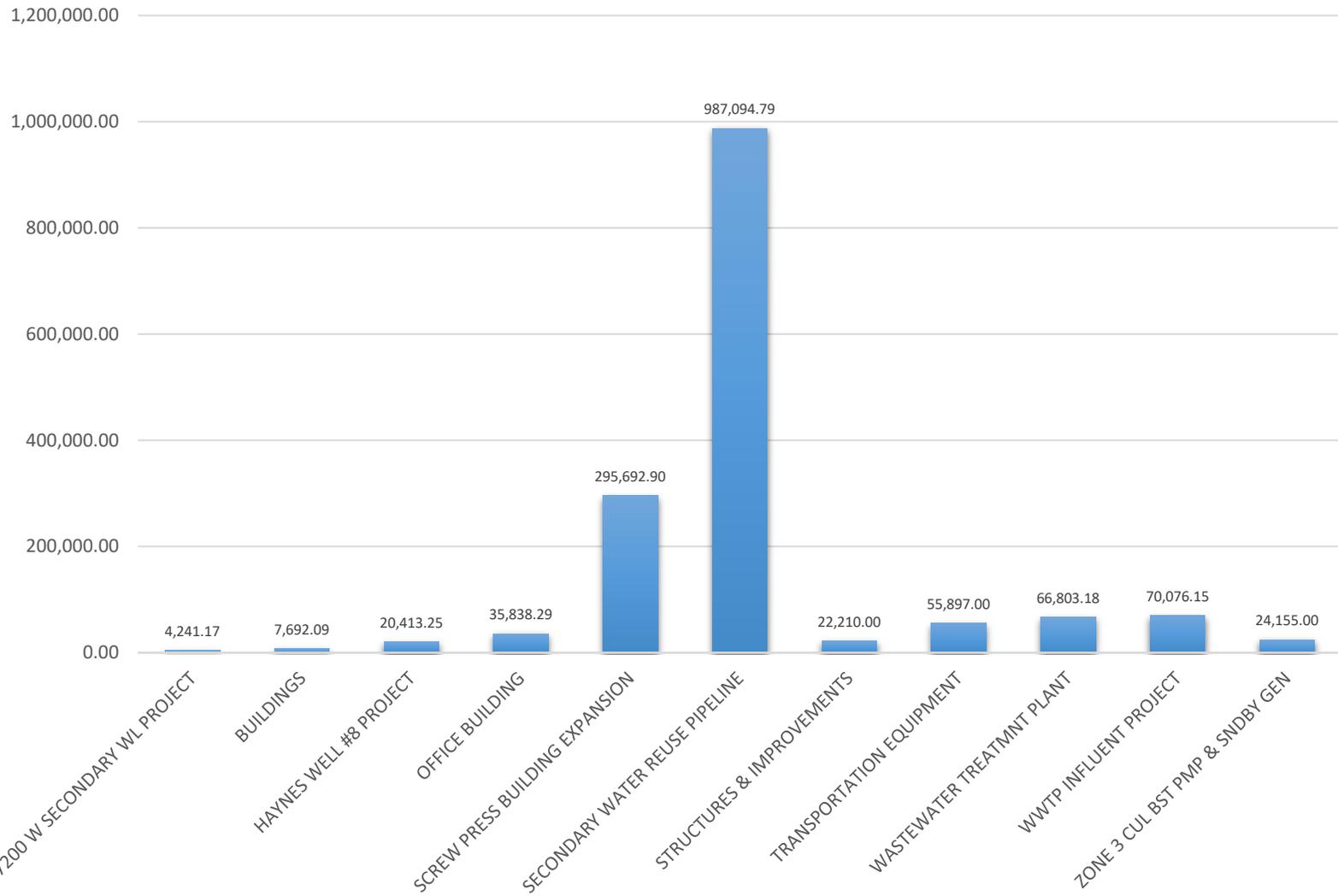


	OTHER NON-OPERATING EXPENSE	LEASE EXPENSE	OTHER OPERATING EXPENSE	UTILITIES	INTEREST EXPENSE	CONTRACTUAL SERVICES	MATERIALS and SUPPLIES	SALARIES AND BENEFITS	DEPRECIATION & AMORTIZATION
■ 2024 YTD Actual	506	4,797	182,191	208,115	154,076	114,547	493,526	1,103,360	1,475,000
■ 2024 Budget	16,998	6,249	230,595	261,424	156,783	237,804	926,127	1,307,646	1,474,998
■ 2023 YTD Actual	4,070	4,797	149,910	189,704	161,084	104,598	529,253	1,023,396	1,090,000

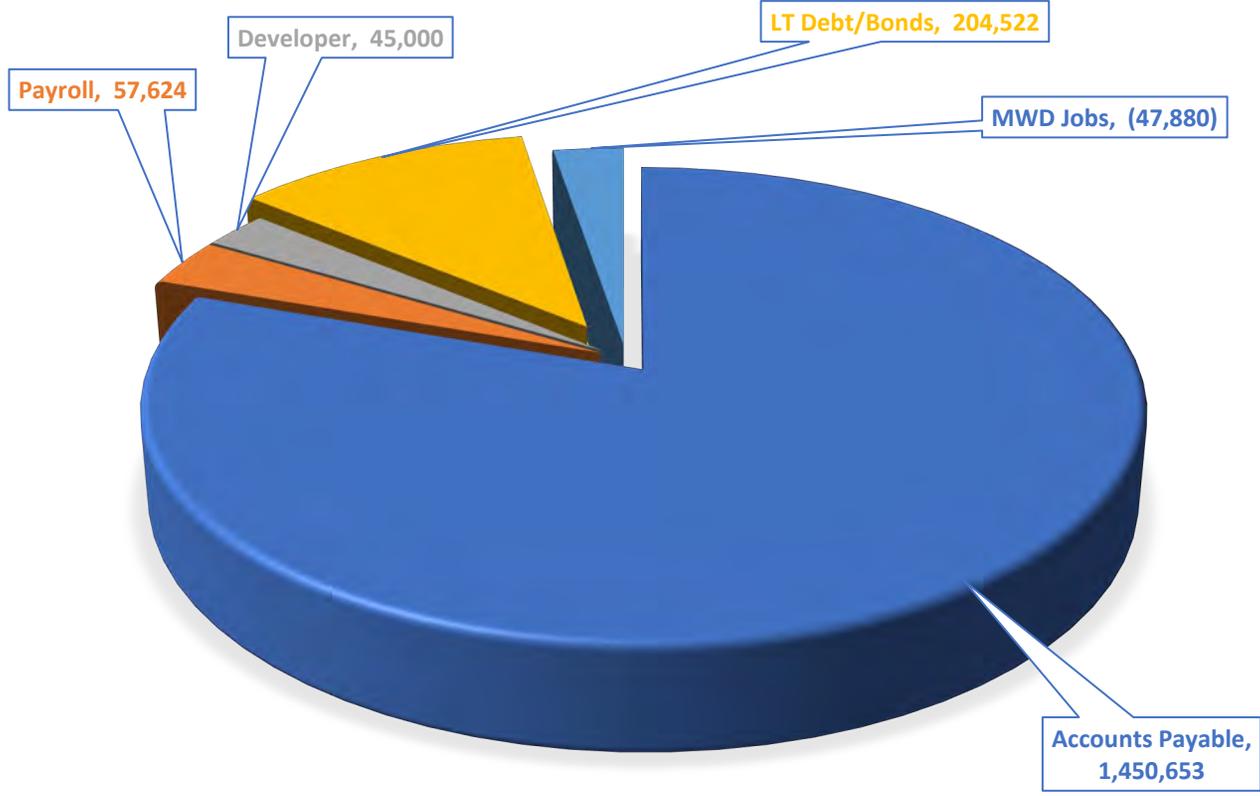
RESTRICTED & NON RESTRICTED FUNDS 03/31/2024



Project Payments made 01/01/2024 - 03/31/2024 - \$1,590,114



NET DECREASE IN PAYABLES FROM JAN - MAR 2024 \$1,709,919



MAGNA WATER DISTRICT
BALANCE SHEET
MARCH 31, 2024

ASSETS

01-00-1010-00	014198014 CHECKING	111,545.46
01-00-1011-00	5038 SEWER IMPACT FEES-RESTR	4,181,067.10
01-00-1012-00	TILL MONEY	900.00
01-00-1013-00	REFUND CHECKING ACCOUNT	(446.03)
01-00-1015-00	EXPRESS EFT PAYMENTS	779,668.92
01-00-1027-00	610497 PROJECT CASH BONDS	230,012.53
01-00-1028-00	610505 PROJECT CASH BONDS	230,002.45
01-00-1030-00	PETTY CASH	400.00
01-00-1035-00	5767 - PROPERTY TAXES	13,081,563.30
01-00-1050-00	5628332 ZIONS INVESTMENTS	5,206,650.18
01-00-1112-00	5674 OPEB RESERVE	2,738,066.99
01-00-1118-00	4816 WW RESERVE ACCOUNT	310,938.56
01-00-1118-01	4816 SECONDARY SUBSIDY FUND	866,717.08
01-00-1124-01	3166 IMPACT FEES WATER-RESTR	7,586,521.33
01-00-1127-00	5436867A 2007 REV BOND-RESTR	304,325.52
01-00-1129-01	4319 - UNRESTRICTED (97B BOND)	3,075,806.47
01-00-1130-00	3900 SECONDARY WATER LINES	1,123,667.06
01-00-1145-00	5186 ATK FIXED SERV COSTS PMT	986,593.39
01-00-1257-00	5436867 2007 BOND FUND-RESTR	123,875.74
01-00-1262-00	5436869 2013 GO BOND FUND REST	616,257.62
01-00-1275-00	5436871 2017 GO BOND FUND	948.12
01-00-1290-00	5436872 SERIES 2019 BOND FUND	588.26
01-00-1300-00	CASH CLEARING - UTILITIES	2.87
01-00-1310-00	ACCTS REC. -WATER & SEWER	924,596.49
01-00-1315-00	CONTRACT AR	92.06
01-00-1320-00	ALLO UNCOLL. ACCT. (CRE.)	(8,311.00)
01-00-1330-00	TAXES RECEIVABLE	(106,047.81)
01-00-1340-00	ALLOW UNCOLLECTIBLE TAXES	(900.00)
01-00-1370-00	MISCELLANEOUS RECEIVABLES	758,738.49
01-00-1520-00	PREPAID EXPENSE	254,004.76
01-00-1530-00	OTHER - INVENTORY	466,178.83
01-00-1530-01	OTHER-METER INVENTORY	861,448.84
01-00-1580-00	SUSPENSE	4,359.00
01-00-1610-00	ORGANIZATION	8,749.98
01-00-1620-00	LAND AND LAND RIGHTS	967,211.40
01-00-1640-00	FURNITURE & FIXTURES	120,987.61
01-00-1650-00	TRANSPORTATION EQUIPMENT	1,991,127.46
01-00-1660-00	OTHER GENERAL EQUIPMENT	1,972,977.04
01-00-1670-00	BUILDINGS	4,217,812.76
01-00-1670-98	OFFICE BUILDING	35,838.29
01-00-1690-00	LESS ACC. DEP. GEN. PLANT	(3,019,751.61)
01-00-1702-00	WATER RIGHTS	350,592.00
01-00-1705-00	LAND AND LAND RIGHTS	2,101,089.61
01-00-1710-00	STRUCTURES & IMPROVEMENTS	28,844,326.82
01-00-1710-85	ZONE 3 CUL BST PMP & SNDBY GEN	24,155.00
01-00-1715-00	COLL. & IMPD. RESERVOIRS	8,858,186.04
01-00-1720-00	WELLS AND SPRINGS	2,282,074.11
01-00-1720-88	HAYNES WELL #8 PROJECT	64,358.53
01-00-1740-00	TRANS. & DISTRIB. MAINS	36,688,954.59
01-00-1740-78	2023 REPAIR & REPLACE WL PROJE	47,609.00
01-00-1745-00	SERVICE WATER CONNECTIONS	105,958.71
01-00-1750-00	WATER METERS	2,922,279.85
01-00-1765-00	LESS ACC. DEP WATER UT PL	(34,280,104.39)
01-00-1810-00	LAND & LAND RIGHTS-SEWER	412,740.72
01-00-1820-00	WASTEWATER TREATMNT PLANT	37,951,060.06
01-00-1820-80	SCREW PRESS BUILDING EXPANSION	368,527.30

MAGNA WATER DISTRICT
BALANCE SHEET
MARCH 31, 2024

01-00-1820-83	WWTP INFLUENT PROJECT	557,865.95	
01-00-1840-00	CAP. INT.-NEW SEWAGE PLNT	270,373.89	
01-00-1850-00	TRANS. & DISTR. LINES	23,046,100.35	
01-00-1850-91	WESTSIDE COLLECTION PROJECT 1B	169,067.97	
01-00-1880-00	OTHER GENERAL EQUIPMENT	339,924.73	
01-00-1890-00	LESS ACC. DEP. -SEWER PLT	(27,501,110.70)	
01-00-1920-00	SECONDARY WATER SHARES	3,560.13	
01-00-1925-00	CANAL SHARES	2,107,609.72	
01-00-1930-00	SECONDARY TRANS & MAINS	17,006,497.56	
01-00-1930-84	7200 W SECONDARY WL PROJECT	35,773.42	
01-00-1930-91	SECONDARY WATER REUSE PIPELINE	5,983,128.60	
01-00-1935-00	SECONDARY WATER RESERVOIR	1,478,057.35	
01-00-1935-99	ZONE 2 SEC WAT RESERVOIR	148,734.00	
01-00-1940-00	SECONDARY METERS SET	349,501.93	
01-00-1945-00	SECONDARY PUMP STATIONS	1,482,166.79	
01-00-1945-98	NEW PUMP #3 IN CANAL 2023	62,449.52	
01-00-1990-00	SECONDARY WATER ACCUM DEPRECIA	(3,948,034.44)	
01-00-1995-00	DEFERRED PENSION OUTFLOWS	590,961.00	
01-00-1996-00	DEFERRED OPEB OUTFLOWS	692,538.00	
		160,621,759.23	
	TOTAL ASSETS		160,621,759.23

MAGNA WATER DISTRICT
BALANCE SHEET
MARCH 31, 2024

LIABILITIES AND EQUITY

LIABILITIES

01-00-2020-00	RETAINIAGE PAYABLE	244,231.79
01-00-2110-00	ACCOUNTS PAYABLE	69,540.78
01-00-2115-00	ACCTS PAY - CLEARING	(212.62)
01-00-2125-00	OPEB OBLIGATION	1,908,381.71
01-00-2140-00	ACCRUED SICK LEAVE	125,158.08
01-00-2200-00	LEASE ACCRUED INTEREST	3,165.50
01-00-2210-00	ACCRUED INTEREST 2019 GO BOND	69,800.00
01-00-2245-00	ACCR INT PAYABLE 2017 GO BOND	112,282.35
01-00-2260-00	2003 WATER RESOURCE INT PAYABL	1,413.77
01-00-2264-00	ACCRUED INTEREST 2013 GO BOND	25,326.10
01-00-2268-00	ACCRUED INT 2007REV BOND	14,790.00
01-00-2310-00	FEDERAL INC. TAX WITHHELD	(1,965.05)
01-00-2320-00	STATE INC. TAXES WITHHELD	35,498.31
01-00-2330-00	FICA WITHHELD	(1,214.86)
01-00-2340-00	401(K) WTH & PAID	3,576.67
01-00-2345-00	EXECUTIVE PENSION	33,520.44
01-00-2354-00	OPEB DEFERRED INFLOWS	818,651.00
01-00-2355-00	NET PENSION LIABILITY	847,965.00
01-00-2360-00	EMPLOYER'S SUTA/WORK COMP	2,223.15
01-00-2370-00	ALLSTATE INSURANCE LIFE DIS	464.80
01-00-2374-00	APA BENEFITS 401K LOAN	344.20
01-00-2383-00	LINCOLN NATIONAL LIFE INS CO	(731.10)
01-00-2391-00	UITSF UNION HEALTH INSURANCE	42,588.00
01-00-2395-00	REGENCE BCBS INSURANCE	(15,331.53)
01-00-2397-00	DEVELOPMENT PROJECT BONDS	459,209.60
01-00-2399-00	MISC PAYABLE	(2.09)
01-00-2410-00	HYDRANT DEPOSITS	25,400.00
01-00-2420-00	BANKRUPTCY DEPOSITS	416.61
01-00-2450-34	TOLBERT SUBDIVISION	6,618.32
01-00-2451-24	GLV PH 1 & 2	(24,154.00)
01-00-2451-52	ARBOR PARK APARTMENTS PROJECT	18,527.08
01-00-2451-53	7200 W TOWNHOUSES	11,077.32
01-00-2451-57	ASCEND AT LITTLE VALLEY - APTS	1,848.29
01-00-2451-61	TRUDY LYNN APARTMENTS ADDITION	4,922.00
01-00-2451-62	GABLER'S GROVE PHASE III IVORY	35,244.64
01-00-2451-67	CYPRUS HS DEVELOPMENT	4,110.00
01-00-2451-68	DG MAGNA WAREHOUSE	(1,175.88)
01-00-2451-69	BS PROPERTY MNGT 2340 S 7200 W	3,375.32
01-00-2451-71	PANDA EXPRESS	1,657.38
01-00-2451-73	WINCO FOODS COMMERCIAL BLDG	6,438.64
01-00-2451-74	GLV PH 3	12,112.45
01-00-2451-75	2215 S INDUSTRIAL - SANSONE	4,378.98
01-00-2451-76	DIXON DOWNS	2,076.18
01-00-2451-77	GABLER'S GROVE PH 4 IVORY HOME	10,754.48
01-00-2451-78	MAHOGANY RIDGE IVORY HOMES	18,839.32
01-00-2451-83	GATEWAY TO LV PH 4	(3,483.87)
01-00-2451-84	DAHLE MAGNA APARTMENTS	2,494.08
01-00-2451-87	DELGADO & SONS TRUCK FACILITY	4,112.08
01-00-2451-88	GLV PHASE 5A	33,375.97
01-00-2451-89	LVG PHASE 5B	14,897.35
01-00-2451-90	COPPER TERRACE TOWNHOUSES	11,166.00
01-00-2451-92	FASTENAL COMPANY	7,723.00
01-00-2451-96	WHITAKER CONST OFFICE	10,801.00

MAGNA WATER DISTRICT
BALANCE SHEET
MARCH 31, 2024

01-00-2451-98	GUZZLE SODA	1,410.00	
01-00-2452-02	GABLER'S GROVE PH 5 SF & PH 6	15,400.32	
01-00-2452-03	GODFREY IND PARK SUB 3	12,595.00	
01-00-2452-07	VALVOLINE INSTANT OIL CHANGE	1,910.00	
01-00-2452-08	GABLERS GROVE PH 5SF & PH 6	34,039.00	
01-00-2512-00	VEHICLE LEASE PAYABLE	674,651.26	
01-00-2519-00	LEASE PAYABLE - CURRENT PORTIO	45,034.43	
01-00-2530-00	2007 REV BOND WATER RESOURCE	3,944,000.00	
01-00-2545-00	2013 GO REFUNDING BOND	2,225,000.00	
01-00-2545-01	2013 GO REFUND BD CURR PORTION	625,000.00	
01-00-2558-00	2017 GO BOND PAYABLE	10,175,000.00	
01-00-2558-01	2017 GO BD CURR PORTION	610,000.00	
01-00-2559-00	2019 GO BOND PAYABLE	6,585,000.00	
01-00-2559-01	2019 GO BD CURR PORTION	320,000.00	
01-00-2562-00	2003 WATER RESOURCE LOAN - SEC	198,733.61	
01-00-2562-01	2003 WR LOAN CURR PORTION	50,903.64	
01-00-2570-00	2017 BOND PREMIUM	583,221.20	
01-00-2575-00	2019 BOND PREMIUM	542,692.02	
01-00-2580-00	2013 BOND PREMIUM	97,730.22	
		97,730.22	
	TOTAL LIABILITIES		31,764,547.44
	<u>FUND EQUITY</u>		
	UNAPPROPRIATED FUND BALANCE:		
01-00-3010-00	UNRESTRICTED NET ASSETS	40,970,077.81	
01-00-3020-00	RESTRICTED FOR DEBT SERVICE	984,327.00	
01-00-3030-00	RESTRICTED FOR CAPITAL PROJECT	10,728,963.00	
01-00-3100-00	NET INVEST IN CAPITAL ASSETS	75,293,584.46	
	REVENUE OVER EXPENDITURES - YTD	880,259.52	
		880,259.52	
	BALANCE - CURRENT DATE	128,857,211.79	
		128,857,211.79	
	TOTAL FUND EQUITY		128,857,211.79
	TOTAL LIABILITIES AND EQUITY		160,621,759.23

MAGNA WATER DISTRICT
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

	PY ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PCNT
<u>WATER</u>					
01-01-4000-00 WATER SALES	844,854.90	953,111.64	860,455.00	(92,656.64)	110.8
01-01-4005-00 WATER METER SET	132,125.00	50,457.00	37,500.00	(12,957.00)	134.6
01-01-4007-00 WATER INSPECTION	20,993.04	15,075.00	12,501.00	(2,574.00)	120.6
01-01-4008-00 WATER BUY-IN	375,783.00	161,874.00	86,514.00	(75,360.00)	187.1
01-01-4010-00 WATER IMPACT FEE	2,020,060.00	865,085.00	410,001.00	(455,084.00)	211.0
01-01-4014-00 WATER LETTER	.00	30.00	.00	(30.00)	.0
01-01-4015-00 METER TAMPERING FEE	200.00	200.00	249.00	49.00	80.3
01-01-4016-00 FEES (DELINQUENT ACCTS)	1,040.00	1,460.00	999.00	(461.00)	146.2
01-01-4040-00 OTHER OPER. INCOME-WATER	9,818.35	19,142.11	18,750.00	(392.11)	102.1
01-01-4044-00 PROPERTY TAX REVENUE 44.10%	8,910.75	11,757.22	22,243.00	10,485.78	52.9
01-01-4050-00 PROPERTY TAX MV REVENUE 42.99%	16,448.33	14,572.59	1,260.00	(13,312.59)	1156.6
01-01-4055-00 PROP TAX MISC REDEMP 42.99%	8,382.09	6,666.77	560.00	(6,106.77)	1190.5
01-01-4080-00 OTHER NON-OPERATING INCOM	.00	.00	1,251.00	1,251.00	.0
01-01-4080-01 GRANT MONIES JVWCD CONSERVATIO	.00	.00	1,483,749.00	1,483,749.00	.0
TOTAL WATER REVENUE	3,438,615.46	2,099,431.33	2,936,032.00	836,600.67	71.5

MAGNA WATER DISTRICT
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

	PY ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PCNT
01-01-4115-00 SALARIES - WATER	218,237.26	247,727.20	282,750.00	35,022.80	87.6
01-01-4130-00 PAYROLL TAXES	21,658.89	22,064.95	27,501.00	5,436.05	80.2
01-01-4135-00 EMPLOYEE FRINGE BENEFITS	93,252.96	98,973.56	110,001.00	11,027.44	90.0
01-01-4135-01 EMPLOYEE HEALTH & WELNESS PROG	.00	.00	1,200.00	1,200.00	.0
01-01-4150-00 ENGINEERING	.00	.00	57,501.00	57,501.00	.0
01-01-4156-00 MAINTENANCE CONTRACTS	1,007.31	1,022.34	1,749.00	726.66	58.5
01-01-4160-00 EQUIPMENT LEASE EXPENSE	4,797.23	4,797.23	6,249.00	1,451.77	76.8
01-01-4165-00 JANITORIAL EDR	1,626.00	1,626.00	1,650.00	24.00	98.6
01-01-4170-00 WATER LAB & TESTING	6,268.84	7,789.90	12,999.00	5,209.10	59.9
01-01-4173-00 FIRST AID & SAFETY	264.53	88.57	375.00	286.43	23.6
01-01-4175-00 OTHER CONTRACTUAL SERVICE	3,000.00	3,000.00	3,000.00	.00	100.0
01-01-4178-00 INSPECTION EXPENSE	1,613.04	.00	1,251.00	1,251.00	.0
01-01-4180-00 WATER PURCHASED	52,582.48	58,185.53	82,500.00	24,314.47	70.5
01-01-4185-00 REPAIRS MAINTENANCE-WATER	114,358.11	86,759.97	230,250.00	143,490.03	37.7
01-01-4215-00 UNIFORMS AND LINEN WATER	2,746.22	3,975.08	5,001.00	1,025.92	79.5
01-01-4216-00 STORMWATER FEE FOR EDR	260.40	130.20	399.00	268.80	32.6
01-01-4217-00 GARBAGE COLLECTION	1,609.38	1,050.55	1,875.00	824.45	56.0
01-01-4220-00 OFFICE SUPPLIES	318.76	512.74	501.00	(11.74)	102.3
01-01-4220-01 OFFICE EQUIPMENT EXPENSE	319.88	660.85	1,251.00	590.15	52.8
01-01-4230-00 QUESTAR GAS	27,449.55	24,620.69	35,583.00	10,962.31	69.2
01-01-4230-01 ROCKY MOUNTAIN POWER	4,028.62	4,554.46	72,951.00	68,396.54	6.2
01-01-4230-02 BARTON 1&2 201610860078	28,843.13	33,425.60	.00	(33,425.60)	.0
01-01-4230-05 ZONE 3 CUL PMP ST 201610860011	2,734.63	8,887.49	.00	(8,887.49)	.0
01-01-4230-06 BOOSTER STA. 201610860060	941.13	190.97	.00	(190.97)	.0
01-01-4230-07 BACHUS RESV. 201610860029	148.86	53.35	.00	(53.35)	.0
01-01-4230-08 3500 S. TNKS. 201610860011	2,103.31	(914.88)	.00	914.88	.0
01-01-4230-09 VFORGE RESERV 259599560036	2,743.95	2,934.96	.00	(2,934.96)	.0
01-01-4230-10 JORDAN V CON 259599560044	.00	23.86	.00	(23.86)	.0
01-01-4240-00 CMENT SHP 259599560010	662.29	868.01	.00	(868.01)	.0
01-01-4244-00 CHEMICALS WATER PLANT	15,082.51	26,469.80	25,749.00	(720.80)	102.8
01-01-4250-00 TELEPHONE/DATA SERVICES	1,292.15	3,797.46	2,001.00	(1,796.46)	189.8
01-01-4255-00 PERFORMANCE & EVALUATION	.00	.00	1,650.00	1,650.00	.0
01-01-4257-00 CELLULAR - PHONES SERVICE	2,169.17	2,346.25	2,499.00	152.75	93.9
01-01-4270-00 DEPRECIATION-WATER UTILTY	519,999.99	699,999.99	699,999.00	(.99)	100.0
01-01-4320-00 VEHICLE/EQUIPMENT GAS & REPAIR	.00	.00	20,001.00	20,001.00	.0
01-01-4320-04 2018 KWT370 DUMP TRUCK 181820	356.39	226.19	.00	(226.19)	.0
01-01-4320-08 F550 2 1/2 TON 4 DOOR SERVICE	830.34	832.45	.00	(832.45)	.0
01-01-4320-11 CAT BACKHOE 430 D	430.95	.00	.00	.00	.0
01-01-4320-21 2009 GMC CANYON 4X4	411.63	188.40	.00	(188.40)	.0
01-01-4320-35 2021 CHEV 3500 SLVRDO	431.81	451.27	.00	(451.27)	.0
01-01-4320-44 F750 FORD SERVICE TRUCK	743.60	390.21	.00	(390.21)	.0
01-01-4320-45 08 VAC TRUCK	488.60	2,280.46	.00	(2,280.46)	.0
01-01-4320-50 2024 CHEVROLET SILVERADO 1500	.00	866.15	.00	(866.15)	.0
01-01-4320-63 2024 CHEV SILV 1500 104411	421.89	380.42	.00	(380.42)	.0
01-01-4320-69 2024 CHEV SILV 1500 100827	375.80	343.59	.00	(343.59)	.0
01-01-4320-70 2022 HYDRO EXCAVATOR KENWORTH	1,266.36	2,500.17	.00	(2,500.17)	.0
01-01-4320-74 STERLINE DUMP TRUCK	355.29	429.10	.00	(429.10)	.0
01-01-4320-76 2024 CHEV SILV 1500 113859	646.97	237.96	.00	(237.96)	.0
01-01-4320-81 2024 CHEV SILV 1500 104701	356.59	211.82	.00	(211.82)	.0
01-01-4320-83 2021 CHEV SLVRDO 3500 227731	537.03	182.60	.00	(182.60)	.0
01-01-4320-84 BACKHOE 420F2 SN 01576	384.74	196.35	.00	(196.35)	.0
01-01-4320-85 2024 CHEV SILV 3500 175782	228.32	274.73	.00	(274.73)	.0
01-01-4320-87 CAT MINI-EX	40.07	40.62	.00	(40.62)	.0
01-01-4320-91 2024 CHEV SILV 1500 104460	.00	309.74	.00	(309.74)	.0
01-01-4320-99 SMALL EQUIP (GAS) FUEL	10.32	(9.94)	.00	9.94	.0
01-01-4345-00 CONSERVATION	.00	.00	8,751.00	8,751.00	.0

MAGNA WATER DISTRICT
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

	PY ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PCNT
01-01-4350-00 TRAINING	14,168.39	13,305.72	20,001.00	6,695.28	66.5
01-01-4355-00 DUES, MEMBERSHIPS	2,667.50	2,657.00	1,500.00	(1,157.00)	177.1
01-01-4360-00 BAD DEBTS	2,261.43	5,505.54	3,750.00	(1,755.54)	146.8
01-01-4370-00 INSURANCE	20,695.26	28,501.26	24,999.00	(3,502.26)	114.0
01-01-4380-00 MISC. OPERATING EXPENSE	233.00	527.00	1,251.00	724.00	42.1
01-01-4519-00 AMORTIZ OF PREMIUM DISC 2013	(2,048.94)	(2,048.94)	(2,049.00)	.06)	(100.0)
01-01-4525-00 AMORT OF PREMIUM DISC 2017	(3,431.94)	(3,431.94)	(3,450.00)	18.06)	(99.5)
01-01-4527-00 2019 GO BOND PREMIUM AMORT	(2,773.89)	(2,773.89)	(2,775.00)	1.11)	(100.0)
01-01-4540-00 LEASE INTERST EXPENSE	532.35	4,830.72	5,001.00	170.28	96.6
01-01-4551-00 INTEREST EXP 2007 REV BOND	15,663.75	14,790.00	15,000.00	210.00	98.6
01-01-4554-00 INTEREST EXP 2013 BOND 48.22%	10,784.19	8,870.79	9,249.00	378.21	95.9
01-01-4557-00 INTEREST EXPENSE 2017 GO BOND	28,282.56	26,389.17	26,751.00	361.83	98.7
01-01-4559-00 INTEREST EXP FOR 2019 BOND	17,578.23	16,347.90	16,500.00	152.10	99.1
01-01-4560-00 OTHER NON-OPERATING EXPNS	61.86	370.94	750.00	379.06	49.5
01-01-5001-00 EDR MAINTENANCE	76,122.21	87,708.19	150,000.00	62,291.81	58.5
01-01-5005-00 EDR CHEMICALS	6,613.25	.00	11,250.00	11,250.00	.0
01-01-5015-00 EDR SAMPLING	913.00	2,504.40	1,500.00	(1,004.40)	167.0
TOTAL WATER EXPENSE	1,328,759.49	1,560,008.83	1,976,415.00	416,406.17	78.9
TOTAL WATER NET REVENUE/INCOME(LOSS)	2,109,855.97	539,422.50	959,617.00	420,194.50	56.2

MAGNA WATER DISTRICT
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

	PY ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PCNT
<u>SEWER</u>					
01-02-4000-00 SEWER SERVICE CHARGES	1,111,501.34	1,233,484.44	1,187,499.99	(45,984.45)	103.9
01-02-4007-00 SEWER INSPECTION	140,421.60	41,480.00	15,600.00	(25,880.00)	265.9
01-02-4008-00 SEWER BUY-IN	1,192,813.00	272,510.00	162,501.00	(110,009.00)	167.7
01-02-4010-00 SEWER IMPACT FEE	909,555.00	303,058.00	112,500.00	(190,558.00)	269.4
01-02-4014-00 SEWER LETTER	.00	30.00	.00	(30.00)	.0
01-02-4044-00 PROPERTY TAX REVENUE 43.23%	8,746.94	11,686.85	22,103.00	10,416.15	52.9
01-02-4050-00 PROPERTY TAX MV REVENUE 44.29%	16,145.94	14,485.37	1,373.00	(13,112.37)	1055.0
01-02-4055-00 PROP TAX MISC REDEMPT 44.29%	8,227.99	6,626.87	560.00	(6,066.87)	1183.4
01-02-4080-00 OTHER NON-OPERATING INCOM	.00	.00	249.00	249.00	.0
01-02-4080-01 GRANT MONIES	.00	.00	247,500.00	247,500.00	.0
TOTAL SEWER REVENUE	3,387,411.81	1,883,361.53	1,749,885.99	(133,475.54)	107.6

MAGNA WATER DISTRICT
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

	PY ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PCNT
01-02-4115-00 SALARIES - SEWER	177,901.97	185,084.19	249,999.00	64,914.81	74.0
01-02-4130-00 PAYROLL TAXES	18,496.42	17,510.57	24,999.00	7,488.43	70.1
01-02-4135-00 EMPLOYEE FRINGE BENEFITS	71,681.08	74,700.70	99,999.00	25,298.30	74.7
01-02-4135-01 EMPLOYEE HEALTH & WELLNESS PRO	.00	.00	900.00	900.00	.0
01-02-4150-00 ENGINEERING STUDY WWTP FUTURE	7,703.00	52,315.20	67,500.00	15,184.80	77.5
01-02-4156-00 DATA PROCESSING	.00	68.79	.00	(68.79)	.0
01-02-4165-00 JANITORIAL WWTP ADMIN	1,050.00	1,050.00	1,149.00	99.00	91.4
01-02-4170-00 SEWER LAB & TESTING	10,201.00	18,804.81	14,751.00	(4,053.81)	127.5
01-02-4173-00 FIRST AID & SAFETY	293.14	89.46	375.00	285.54	23.9
01-02-4175-00 OTHER CONTRACTUAL SERVICE	3,000.00	3,000.00	3,000.00	.00	100.0
01-02-4178-00 INSPECTION EXPENSE	9,421.60	.00	1,251.00	1,251.00	.0
01-02-4185-00 REPAIRS MAINTENANCE-SEWER	95,333.14	50,806.07	187,500.00	136,693.93	27.1
01-02-4187-00 SLUDGE REMOVAL ET TECHNOLOGIES	22,677.22	34,603.60	45,000.00	10,396.40	76.9
01-02-4215-00 UNIFORMS AND LINEN SEWER	4,901.28	5,103.72	6,501.00	1,397.28	78.5
01-02-4217-00 GARBAGE COLLECTION	11,145.39	6,477.28	9,999.00	3,521.72	64.8
01-02-4220-00 OFFICE SUPPLIES	213.06	611.74	1,251.00	639.26	48.9
01-02-4220-01 OFFICE EQUIPMENT EXPENSE	.00	5,013.00	1,251.00	(3,762.00)	400.7
01-02-4230-00 QUESTAR GAS	29,628.23	36,089.76	44,870.00	8,780.24	80.4
01-02-4230-01 POWER 7650 W 2100 S 15460016	19,979.62	39,710.68	77,081.00	37,370.32	51.5
01-02-4230-02 POWER WWTP 10860177 CONT & USG	50,798.54	36,611.53	.00	(36,611.53)	.0
01-02-4230-12 POWER ADMIN BLDG 10860169	143.17	113.98	.00	(113.98)	.0
01-02-4244-00 CHEMICALS - SEWER	70,186.36	74,397.90	96,750.00	22,352.10	76.9
01-02-4250-00 TELEPHONE/DATA SERVICES	1,295.75	1,621.68	2,499.00	877.32	64.9
01-02-4255-00 PERFORMANCE & EVALUATION	.00	.00	1,800.00	1,800.00	.0
01-02-4257-00 CELLULAR - PHONES SERVICE	2,655.09	2,655.09	4,749.00	2,093.91	55.9
01-02-4270-00 DEPRECIATION-SEWER UTILTY	412,500.00	487,500.00	487,500.00	.00	100.0
01-02-4320-00 VEHICLE/EQUIP GAS & REPAIRS	.00	223.82	18,750.00	18,526.18	1.2
01-02-4320-03 2016 FORD F-350 VIN 39347	1,204.48	274.05	.00	(274.05)	.0
01-02-4320-10 2007 CHEV PICKUP VIN 546906	960.05	289.40	.00	(289.40)	.0
01-02-4320-30 2015 VACTOR TRUCK FREIGHTLINER	1,004.81	1,214.80	.00	(1,214.80)	.0
01-02-4320-52 2013 CAMERA VAN 78965	1,220.06	3,847.79	.00	(3,847.79)	.0
01-02-4320-55 2019 KENWTH T880 TRUCK 247348	561.49	428.76	.00	(428.76)	.0
01-02-4320-58 95 VOLVO WHEEL LOADR FUEL	880.50	1,758.02	.00	(1,758.02)	.0
01-02-4320-61 2016 MACK DUMP TRUCK	5,829.61	982.44	.00	(982.44)	.0
01-02-4320-62 LOADER 544K VIN 679569	439.61	360.89	.00	(360.89)	.0
01-02-4320-65 2021 CHEV SLVRDO 1500 236350	275.15	178.36	.00	(178.36)	.0
01-02-4320-68 VENTRAC MOWER	11.68	.00	.00	.00	.0
01-02-4320-77 2024 CHEV EQUINOX 110275	331.28	208.60	.00	(208.60)	.0
01-02-4320-78 2024 CHEV SILV 1500 100895	401.61	414.80	.00	(414.80)	.0
01-02-4320-79 2021 CHEV SLVRDO 1500 236679	336.75	88.83	.00	(88.83)	.0
01-02-4320-86 BACKHOE 420F2	66.45	.00	.00	.00	.0
01-02-4320-87 ECHO GAS TRIMMER AT WWTP	.00	40.90	.00	(40.90)	.0
01-02-4320-92 2024 CHEV SILV 3500 VIN 176836	.00	3,020.34	.00	(3,020.34)	.0
01-02-4320-99 SMALL EQUIP (GAS) FUEL	.00	62.68	.00	(62.68)	.0
01-02-4350-00 TRAINING	17,427.79	14,587.06	23,751.00	9,163.94	61.4
01-02-4355-00 DUES, MEMBERSHIPS	421.50	645.00	501.00	(144.00)	128.7
01-02-4360-00 BAD DEBTS	5.30	285.25	501.00	215.75	56.9
01-02-4370-00 INSURANCE	18,244.50	24,476.76	22,251.00	(2,225.76)	110.0
01-02-4380-00 MISC. OPERATING EXPENSE	92.00	278.50	1,251.00	972.50	22.3
01-02-4520-00 AMORT ON 2013 BOND PREMIUM	(2,200.23)	(2,200.23)	(2,250.00)	(49.77)	(97.8)
01-02-4525-00 AMORT ON 2017 BOND PREMIUM	(4,714.29)	(4,714.29)	(4,749.00)	(34.71)	(99.3)
01-02-4527-00 AMORT ON 2019 BOND PREMIUM	(3,810.39)	(3,810.39)	(3,825.00)	(14.61)	(99.6)
01-02-4540-00 LEASE INTERST EXPENSE	297.75	2,396.04	2,499.00	102.96	95.9
01-02-4554-00 INTEREST EXP 2013 BBOND 51.78%	11,580.39	9,525.69	9,750.00	224.31	97.7
01-02-4558-00 INTEREST EXPENSE 2017 GO BOND	38,850.48	36,249.57	36,501.00	251.43	99.3
01-02-4559-00 INTEREST EXP 2019 BOND	24,146.40	22,456.38	22,749.00	292.62	98.7

MAGNA WATER DISTRICT
 REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2024

	PY ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PCNT
01-02-4560-00 OTHER NON-OPERATING EXPNS	71.45	288.34	9,999.00	9,710.66	2.9
TOTAL SEWER EXPENSE	1,135,141.24	1,247,797.91	1,568,353.00	320,555.09	79.6
TOTAL SEWER NET REVENUE/INCOME(LOSS)	2,252,270.57	635,563.62	181,532.99	(454,030.63)	350.1

MAGNA WATER DISTRICT
 REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2024

	PY ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PCNT
<u>ADMINISTRATIVE</u>					
01-03-4007-00 ENGINEERING REVENUE - SUBDIVIS	21,227.50	28,389.00	5,001.00	(23,388.00)	567.7
01-03-4011-00 NON RESIDENT FEES	31,623.00	37,758.00	37,500.00	(258.00)	100.7
01-03-4020-00 INTEREST INCOME-INVESTMS	378,273.05	458,923.79	324,999.00	(133,924.79)	141.2
01-03-4025-00 UNREALIZED GAIN ON INVESTMENTS	20,578.48	.00	7,500.00	7,500.00	.0
01-03-4080-00 OTHER NON-OPERATING INCOM	25.00	.00	1,251.00	1,251.00	.0
TOTAL ADMINISTRATIVE REVENUE	451,727.03	525,070.79	376,251.00	(148,819.79)	139.6

MAGNA WATER DISTRICT
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

	PY ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PCNT
01-03-4105-00 TRUSTEE COMPENSATION	2,500.02	2,500.02	3,750.00	1,249.98	66.7
01-03-4115-00 SALARIES-OFFICE	75,837.80	75,569.33	69,999.00	(5,570.33)	108.0
01-03-4116-00 SALARIES - MANAGEMENT	189,876.68	215,570.62	247,500.00	31,929.38	87.1
01-03-4120-00 OFFICE - PAYROLL TAXES	5,379.77	4,830.12	5,499.00	668.88	87.8
01-03-4130-00 MANAGEMENT - PR TAXES	19,102.52	20,193.05	20,499.00	305.95	98.5
01-03-4135-00 FRINGE BENEFITS - OFFICE	37,244.72	31,967.66	30,750.00	(1,217.66)	104.0
01-03-4135-01 EMPLOYEE HEALTH & WELLNESS PRO	.00	.00	300.00	300.00	.0
01-03-4138-00 MANAGEMENT FRINGE BENEFITS	92,225.75	106,667.65	132,000.00	25,332.35	80.8
01-03-4140-00 LEGAL EXPENSE	12,257.00	4,614.50	15,000.00	10,385.50	30.8
01-03-4142-00 PAYROLL PROCESSING SERVICE	403.86	381.00	501.00	120.00	76.1
01-03-4145-00 ACCOUNTING AND AUDITING	.00	1,750.00	.00	(1,750.00)	.0
01-03-4147-00 HUMAN RESOURCES	479.46	687.52	.00	(687.52)	.0
01-03-4150-00 ENGINEERING SERVICES	29,973.14	3,063.02	21,999.00	18,935.98	13.9
01-03-4151-00 ENGINEERING EXP - SUBDIVISIONS	97.50	.00	501.00	501.00	.0
01-03-4155-00 DATA PROCESSING	.00	3,645.00	3,750.00	105.00	97.2
01-03-4156-00 DATA PROC.MAINT. SERVICE	13,069.03	9,330.20	15,000.00	5,669.80	62.2
01-03-4165-00 JANITORIAL GENERAL OFFICE	1,968.56	2,034.56	2,001.00	(33.56)	101.7
01-03-4173-00 FIRST AID & SAFETY	79.93	48.26	501.00	452.74	9.6
01-03-4175-00 OTHER CONTRACTUAL SERVICE	.00	.00	501.00	501.00	.0
01-03-4176-00 WEB DEVELOPMENT	178.98	137.59	249.00	111.41	55.3
01-03-4185-00 REPAIR AND MAINT - OFFICE	7,662.74	6,552.76	24,999.00	18,446.24	26.2
01-03-4215-00 OFFICE RUGS & UNIFORMS	561.51	659.04	750.00	90.96	87.9
01-03-4220-00 OFFICE SUPPLIES	1,142.25	2,659.64	999.00	(1,660.64)	266.2
01-03-4220-01 OFFICE EQUIPMENT EXPENSE	888.06	2,104.50	2,499.00	394.50	84.2
01-03-4225-00 POSTAGE	16,374.06	31,574.19	20,001.00	(11,573.19)	157.9
01-03-4230-00 ROCKY MTN POWER 201610860177	902.44	691.92	1,677.00	985.08	41.3
01-03-4235-00 QUESTAR	2,980.12	1,992.91	4,981.00	2,988.09	40.0
01-03-4250-00 TELEPHONE/DATA SERVICES	5,478.84	5,267.52	9,099.00	3,831.48	57.9
01-03-4255-00 PERFORMANCE & EVALUATION	.00	.00	1,500.00	1,500.00	.0
01-03-4257-00 CELLULAR - PHONES SERVICE	2,166.84	2,168.20	2,499.00	330.80	86.8
01-03-4270-00 DEPRECIATION - GEN. PLANT	75,000.00	131,250.00	131,250.00	.00	100.0
01-03-4320-00 VEHICLE GAS & REPAIRS	.00	.00	3,750.00	3,750.00	.0
01-03-4320-31 2024 CHEV EQUINOX 113130	350.61	171.68	.00	(171.68)	.0
01-03-4320-67 2024 CHEV EQUINOX 110279	449.81	262.98	.00	(262.98)	.0
01-03-4320-82 2024 CHEV EQUINOX 110272	285.24	220.17	.00	(220.17)	.0
01-03-4320-90 2024 CHEVY EQUINOX VIN 110281	.00	40.80	.00	(40.80)	.0
01-03-4350-00 TRAINING	21,687.42	17,799.04	20,001.00	2,201.96	89.0
01-03-4355-00 DUES, MEMBERSHIPS	1,244.76	14,127.44	6,249.00	(7,878.44)	226.1
01-03-4370-00 INSURANCE	3,121.82	3,367.49	3,750.00	382.51	89.8
01-03-4372-00 ELECTRONIC ARCHIVING	.00	6,611.94	2,499.00	(4,112.94)	264.6
01-03-4375-00 ADVERTISING & PUBLIC RELA	3,283.80	249.80	2,250.00	2,000.20	11.1
01-03-4380-00 MISC. OPERATING EXPENSE	.00	140.00	1,251.00	1,111.00	11.2
01-03-4385-00 CASH SHORTAGE/OVERAGE	(.80)	.10	12.00	11.90	.8
01-03-4540-00 LEASE INTEREST EXPENSE	196.35	1,651.89	1,749.00	97.11	94.5
01-03-4550-00 BANK SERVICE FEES	20,730.81	23,966.34	37,500.00	13,533.66	63.9
01-03-4560-00 OTHER NON-OPERATING EXPNS	3,936.34	(153.11)	6,249.00	6,402.11	(2.5)
TOTAL ADMINISTRATIVE EXPENSE	649,117.74	736,367.34	855,814.00	119,446.66	86.0
TOTAL ADMINISTRATIVE NET REVENUE/INCOME(L	(197,390.71)	(211,296.55)	(479,563.00)	(268,266.45)	(44.1)

MAGNA WATER DISTRICT
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2024

	PY ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PCNT
<u>SECONDARY WATER</u>					
01-04-4000-00	27,459.90	33,588.50	32,802.00	(786.50)	102.4
01-04-4005-00	65,728.75	54,767.82	13,749.00	(41,018.82)	398.3
01-04-4007-00	12,696.66	9,962.98	3,750.00	(6,212.98)	265.7
01-04-4014-00	.00	30.00	.00	(30.00)	.0
01-04-4044-00	2,566.44	3,621.35	6,853.00	3,231.65	52.8
01-04-4050-00	4,737.38	4,488.52	350.00	(4,138.52)	1282.4
01-04-4055-00	2,414.18	2,053.46	210.00	(1,843.46)	977.8
01-04-4080-00	.00	.00	87,501.00	87,501.00	.0
TOTAL SECONDARY WATER REVENUE	115,603.31	108,512.63	145,215.00	36,702.37	74.7
01-04-4150-00	.00	.00	9,999.00	9,999.00	.0
01-04-4178-00	641.76	.00	1,251.00	1,251.00	.0
01-04-4185-00	27,501.78	5,135.00	18,750.00	13,615.00	27.4
01-04-4230-00	.00	.00	536.00	536.00	.0
01-04-4230-01	121.22	87.84	.00	(87.84)	.0
01-04-4230-02	176.75	185.05	.00	(185.05)	.0
01-04-4270-00	82,500.00	156,249.99	156,249.00	(.99)	100.0
01-04-4360-00	.00	.00	126.00	126.00	.0
01-04-4370-00	699.24	737.26	999.00	261.74	73.8
01-04-4525-00	(2,721.21)	(2,721.21)	(2,721.00)	.21	(100.0)
01-04-4527-00	(2,199.45)	(2,199.45)	(2,199.00)	.45	(100.0)
01-04-4548-00	22,425.45	20,924.13	21,051.00	126.87	99.4
01-04-4549-00	708.09	581.67	750.00	168.33	77.6
01-04-4559-00	13,937.88	12,962.40	13,251.00	288.60	97.8
TOTAL SECONDARY WATER EXPENSE	143,791.51	191,942.68	218,042.00	26,099.32	88.0
TOTAL SECONDARY WATER NET REVENUE/INCOM	(28,188.20)	(83,430.05)	(72,827.00)	10,603.05	(114.6)
COMBINED NET REVENUE OVER EXPENDITURES	4,136,547.63	880,259.52	588,759.99	(291,499.53)	149.5

AE2S SCOPE



April 22, 2024

Trevor Andra, PE
District Engineer, Magna Water District
8885 W 3500 S
Magna, UT 84044

Re: 8800 W Water Main Replacement

Dear Mr. Andra:

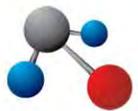
Thank you for the opportunity to provide a proposal for the 8800 W water main replacement project.

The purpose of this proposal is to provide our recommended scope and fee for the following: (1) preliminary engineering services including site survey, (2) final design services including 100% design drawings, project manual with specifications, and engineer's opinion of probable construction cost.

Detailed Scope of Services

AE2S will perform the following tasks :

1. Preliminary Engineering
 - Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project. Visit the site as necessary to prepare relevant documents.
 - Provide necessary field surveys and topographic and utility mapping for design purposes. Comply with the procedure for the identification and mapping of existing utilities selected and authorized by the District.
 - Complete a site survey which includes control, field mapping, office processing of control, and drafting basemap in Civil 3D. Orthophoto and topography of the site will both be included.



2. Final Design

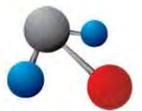
- Prepare final Drawings and Specifications indicating the scope, extent, and character of Work to be performed and furnished by a Contractor. AE2S will provide three (3) submittals to the District at 50%, 90%, and 100% design milestones.
 - o The Drawings will be formatted to District standards and will include :
 - Cover, Index, General Notes, Civil Symbols and Abbreviations
 - Location and Vicinity Map, Survey Control
 - Plan and Profile of new 12" Water line replacement. All construction callouts, notes, valves and other requirements by the District.
 - Valve Replacements on 8400 W
 - District Specific Details
 - Other Civil Details, as needed
 - o The Specifications will include all necessary front end documents either supplied by Magna Water District or AE2S' version of standard EJCDC contract documents, whichever is preferred by the District. They will also include all relevant technical specifications (pipeline, trench and backfill, etc), conforming to District standards.
- Prepare an Opinion of Probable Construction Cost (OPCC) at the 50%, 90%, and 100% design milestones, unless otherwise directed by the District.
- Provide any permitting support the District may need including filling out forms, providing engineering documents, or contacting permitting agencies on behalf of the District.
- Attend project meetings, virtual or in-person, as the District may dictate, to give design updates and to collaborate with the District during design.

Proposed Fee

AE2S proposes to provide the above services under this proposal on an hourly not to exceed basis of \$79,930.00.

A breakdown of the proposed fees is detailed below.

Preliminary Engineering	\$23,084.00
Final Design	\$56,456.00
Expenses	\$500.00
Project Total	\$79,930.00



Please let me know if you have any questions about the content of this proposal. I can be reached by cell phone at 916-475-7422 or by email at russell.sprague@ae2s.com. We look forward to working with you on this important project!

Sincerely,

AE2S

A handwritten signature in black ink, appearing to read 'RS', written over a white background.

Russell Sprague, PE
Project Manager

VENTRAC SWEEPER



4520 TRACTOR



Pricing Quote

Quote #: 89174-1001
Contract #: MA2188

Date Quoted: April 2, 2024
Quote Expires: May 2, 2024

Prepared For:

Dallas Henline
Magna Water District
8885 West 3500 South
Magna, UT 84044
801-864-3255
dallas@magnawater.com

Prepared By:

Turf Equipment & Irrigation
Austin Petterborg
1630 S Gladiola Street
Salt Lake City, UT 84104
Phone: 208-351-4346

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

QTY	Model #	Description	Utah State Contract	Total
1	4520N (39.51225)	Ventrac Tractor: KN, 4520N Kubota WG972 EFI <i>Included Standard: Weight Transfer, SDLA Hand Controls, 4 Rear Weights, Front Fenders, Foot Pegs</i>	33,700.00	33,700.00
1	KJ520 (39.55401)	Attachment: BROOM KJ, KJ520 Broom	6,200.00	6,200.00
1	70.8211	Accessory: Kit, 12V Actuator KJ	410.00	410.00
1	70.4161	Accessory: 12V FRONT Kit, 12V Front 4520/4500	385.00	385.00
			TOTAL USD \$	40,695.00

Notes:

State of Utah Contract MA2188 includes freight, setup, and delivery.

4520 TRACTOR

Model Comparison

	4520K VANGUARD Big Block	4520P KAWASAKI DFI	4520Y KUBOTA Diesel	4520N KUBOTA	4520Z KUBOTA
Stock Codes	39.51219	39.51216	39.51217	39.51225	39.51215
California Model Stock Code		39.51221		39.51227	
Accessory Kit: Front fenders, foot pegs, 4 rear weights, weight transfer	Optional	Standard	Standard	Standard	Standard

Engines

Engine	Vanguard M54	Kawasaki FD851D DFI	Kubota D902	Kubota WG972 EFI	Kubota WG972-GL
Max Operating Speed	3600 rpm	3600 rpm	3600 rpm	3600 rpm	3600 rpm
Horsepower	31	31	25	32.5	32.5
Peak Torque	47 ft lb (64 nm)	47 ft lb (64 nm)	42 ft lb (57 nm)	51 ft lb (69 nm)	51 ft lb (69 nm)
Displacement	896cc	824cc	898cc	962 cc	962cc
Cylinders	2	2	3	3	3
Engine Oil	Ventrac Full Synthetic 10W30				
Cooling	Air	Liquid	Liquid	Liquid	Liquid
Fuel Type	Gasoline	Gasoline	Diesel	Gasoline	Gasoline
Fuel Capacity	6 gal (22.7 L)	6 gal (22.7 L)	6 gal (22.7 L)	6 gal (22.7L)	6 gal (22.7 L)
Fuel Economy ^{^^}	1.6 gal/hr (6 L/hr)	1.2 gal/hr (4.5 L/hr)	1.1 gal/hr (4 L/hr)	1.5 gal/hr (5.7 L/hr)	1.5 gal/hr (5.7 L/hr)
Slope Rating (continuous/intermittent)	25°/30°	30°/30°	20°/30°	20°/30°	20°/30°
Alternator	50 Amp	30 Amp	60 Amp	60 Amp	60 Amp

Dimensions

Weight with standard hitch	*1385 lb (628 kg)	1620 lb (735 kg)	1705 lb (773 kg)	1700 lb (771 kg)	1690 lb (767 kg)
Weight with accessories kit	1610 lb (730 kg)	N/A	N/A	N/A	N/A
Weight with 3-point hitch	1690 lb (767 kg) w/ accr kit	1700 lb (771 kg)	1785 lb (810 kg)	1780 lb (807 kg)	1770 lb (803 kg)
Length with standard hitch (ROPS up)	81.5 inches (207 cm)				
Length with 3-point hitch	92 inches (234 cm)				
Width	48.5 inches (123 cm)				
Width with wheel extensions	54.5 inches (138.5 cm)				
Width with duals	73 inches (185.5 cm)				
Wheelbase (front axle to rear axle)	45 inches (114 cm)				
Height (ROPS up)	68 inches (173 cm)				
Height (ROPS down)	54 inches (137 cm)				
Turning Radius (single tires, standard position)	39 inches (99 cm)				
Turning Radius (position 2)	54 inches (137 cm)				
Turning Radius (position 3)	68 inches (173 cm)				
Oscillation amount (@ wheel)	7.5 inches (19 cm)				
Ground Clearance	5 inches (13 cm)				

^{^^} Fuel Economy tested with HM602 mower for comparison purposes.
Application conditions & attachment will affect fuel economy.

All specifications subject to change without notice or obligation



The Ventrac 4520 tractor was built with you in mind. From the advanced electrical system, redesigned frame, more safety and comfort features; the 4520 offers the reliable performance, astounding versatility and comfortable handling you have come to expect.

Like all Ventrac tractors, the 4520 utilizes All Wheel Drive and an articulating chassis with a low center of gravity to provide superior traction, braking, stability, and security on tough terrain and slopes without disturbing turf when turning.

Over 30 Ventrac Mount Attachments

Choose from over 30 professional grade Ventrac Mount attachments to transform your Ventrac into a productivity powerhouse. This incredibly rugged and dependable machine is a wise business investment for golf courses, schools and universities, parks, street maintenance departments, commercial mowing services, contractors, wineries, farms, property management associations, estate owners and anyone needing one machine to do it all.

STANDARD FEATURES

- Pre-Wired Plug & Play Wiring Harness
- Premium Comfort Seat
- Advanced Electronic Instrument Panel
- 6 Function Warning Gauge & Alarm
- Conveniently Located PTO Belt Tensioner
- On-board Diagnostic System
- Sealed Electrical System
- Thermostatically Controlled Oil Cooler
- Battery Disconnect Switch with Circuit Breaker
- Automotive Style Parking Brake
- Universal PTO Switch
- S.D.L.A. Operator Controls
- Weight Transfer System*
- *Optional on 4520K, standard on other 4520 Models
- USB Charger

Optional Accessories:

- Turf Tires, Chains
- Category 1 3-Point Hitch
- Cold Weather Cab
- Additional Lighting & Signaling Packages
- Electrical Power Outlets
- Digital Slope Indicator
- Dual Wheel or Wheel Extensions for Slope

Visit www.ventrac.com/accessories for full list.



4520 TRACTOR (cont.)

Electrical

Battery	475 CCA (Group 51R)
Voltage	12 volts
Battery Disconnect	Standard, with 150A System Circuit Breaker
Fuses	Sealed, Mini Fuse and J-Case styles

Drivetrain

Hydraulic Pump	Danfoss DDC-20
Pump Drive	Direct Drive (Double U-Joint Drive-shaft)
Hydraulic Motors	MPIM
Transaxles	Peerless 2600 series
Axles	Peerless 40mm (forged) with integrated forged hub
Hydraulic Oil Cooler	Aluminum w/ Thermostatically controlled Electric Fan
Hydraulic Oil Filter (Suction)	25 micron
Hydraulic Oil Filter (Pressurized)	10 micron

Hitch and PTO

Front Hitch	Ventrac Mount System
Electric PTO clutch with Brake	Ogura GT3.5 (250 ft lb) (339 nm)
Rear Hitch	2 inches Receiver
3-Point Hitch	Optional Category 1 3-Point Hitch

Tires

Standard (All Terrain)	22x12-8
Optional Turf	22x11-10

Travel Speed (F/R)

Low Range	5 mph (8 kph) forward / 4 mph (6 kph) reverse
High Range	10 mph (16 kph) forward / 8 mph (13 kph) reverse

Instruments, Gauges, and Alarm

Gauges	Tachometer, Speedometer, Hour Meter, Engine Temperature (liquid cooled engines only), Fuel Level, Volt Meter
Indicator Lights ^ Activates Audible Alarm	Parking Brake, Engine High-Temp^, Hydraulic Oil High Temp^, Low Voltage^, Low Oil Pressure^
Switches	Key, PTO, and Lights

Lights

Head Lights	(4) LED 1000 Lumen
Tail Lights	(2) Red LED Lights

Controls

Forward Reverse	S.D.L.A. (Speed, Direction, Lift, and Auxiliary) Handle; Optional Foot Pedal
Attachment Lift	S.D.L.A. (Primary Handle)
Auxiliary Hydraulics	S.D.L.A. (Secondary Handle)
Throttle	Dash Mounted
Front Hitch Lock	Column Mounted (Accessible from Seat)
PTO Belt Tensioner	Front Mounted, Automatic Tension Controlled
Weight Transfer	5 position
High/Low Range	Single Lever, Column Mounted
3 Pt Controls (Optional)	Lift + 2 sets of Auxiliaries
Steering	Power Steering

Other Features

Tool Box	Optional
Cup Holder	Standard
Seat	Deluxe High Back Seat (arm rests and suspension seat optional)

ROPS

Folding ROPS	Standard
Heavy Duty Off-Road Seat Belt	Standard

All specifications subject to change without notice or obligation

CRS ENGINEERING



CRS ENGINEERS
Answers to Infrastructure®

4246 S Riverboat Rd STE 200. Salt Lake City, UT 84123
o. 801.359.5565. f. 801.359.4272. crsengineers.com

May 9, 2024

Trevor Andra, P.E.
District Engineer
Magna Water District
8885 West 3500 South
Magna, UT 84044
trevor@magnawater.com

Re: Scope and Fee for Engineering Support for CATEX and Bidding Documents for Well Drilling and Well House Design for Haynes Well #8 Replacement

Dear Trevor:

As we have discussed, per Federal funding that was received for the Haynes Well #8 Replacement projects, CATEX and additional bidding/contract requirements are needed to move forward with the project. Therefore, we have prepared this scope and fee letter for engineering support for the CATEX, cultural and environmental evaluations and updating the well drilling and well house design contract documents to meet the Federal funding requirements. The total fee for the items outlined below is \$25,000. The majority of this fee is for our environmental subcontractor to complete the necessary evaluation provided by the EPA. Each of the tasks is outlined more fully below.

SCOPE OF WORK

Task 1- CATEX - \$20,000

This task includes preparation of the CATEX form as to exclude the project from further NEPA review and coordinating with the EPA on any other requirements to move the well drilling and well house construction forward. This task also includes the submittal of the CATEX application to the EPA.

Task 2- Updating Well Drilling and Well House Contract Documents - \$5,000

This task includes updating the contract bidding documents to include the requirements set forth to receive Federal funding. This includes adding information and language regarding signs, Davis-Bacon wages, Build America, Buy America Act requirements, Disadvantaged Business Enterprises, Equal Opportunity, OSHA and Environmental requirements. However, since bidding the well house will take place after June, new Davis-Bacon wages will be published, and those documents will need to be reviewed and updated.

If you have any additional questions, please feel free to contact me directly at (801)556-1765.

Sincerely,
CRS Engineers

Mark Chandler, PE, PG, CFM
Project Manager

**NORTHROP
GRUMMAN**

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (the “**Agreement**”) is made effective as of the ___ day of _____, 2024 (“**Effective Date**”), by and between NORTHROP GRUMMAN SYSTEMS CORPORATION, a Delaware corporation (“**NGSC**”), and MAGNA WATER DISTRICT, a political subdivision of the State of Utah (“**Magna Water**”) (NGSC and Magna Water are referred to individually as a “**Party**” and collectively as the “**Parties**”), with reference to the following:

A. NGSC owns 59.76 acres of unimproved land located near 4400 South U111 Highway in West Valley City, Salt Lake County, Utah (proposed tax parcel no. 20-05-300-002-0000, parcel number not yet finalized by Salt Lake County) (“**NGSC’s Land**”). The legal description of NGSC’s Land is attached as Exhibit A-1.

B. Magna Water desires to construct on a 6.16 acre portion of NGSC’s Land shown on the map attached as Exhibit A-2 (the “**Reservoir Parcel**”) an open secondary water reservoir, together with any necessary facilities, such as an above ground secondary water pump station and related piping (collectively, the “**Project**”).

C. Magna Water owns land adjacent to the Reservoir Parcel located near 4550 South U111 Highway in West Valley City, Utah (Parcel ID No. 20-05-300-006-0000) (“**Magna Water’s Land**”).

D. Magna Water therefore desires to purchase from NGSC the Reservoir Parcel and NGSC is willing to sell such portion to Magna Water, upon the terms and conditions set forth herein.

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

1. Purchase of Property.

(a) Subject to the terms and conditions of this Agreement, Magna Water agrees to purchase from NGSC, and NGSC agrees to sell to Magna Water the Reservoir Parcel.

(b) At Closing (defined below), Magna Water shall receive title to the Reservoir Parcel by a boundary line agreement, containing warranties similar to a special warranty deed, the form of which is attached hereto, and incorporated herein by this reference, as **Exhibit B** (the “Boundary Line Agreement”).

(c) Magna Water’s purchase of the Reservoir Parcel shall be subject to Magna Water’s covenant and agreement to restrict use of the Reservoir Parcel in accordance with the Restrictive Covenants, the form of which is attached hereto, and incorporated herein by this reference, as **Exhibit C**, which shall be recorded at Closing.

2. Purchase Price. The purchase price for the Reservoir Parcel (the “**Purchase Price**” shall be \$14.00 per square foot of the Reservoir Parcel, as determined by the Survey (as defined in Section 10 below). The Purchase Price, less the Earnest Money Deposit (defined below), shall be payable to NGSC in full at the Closing, in certified funds or by wire transfer.

3. Earnest Money Deposit. Magna Water shall deposit in escrow with Metro National Title Company (the “**Title Company**”), an earnest money deposit in the amount of \$25,000.00 (the “**Earnest Money Deposit**”) within seven (7) calendar days after the Effective Date of this Agreement. The Earnest Money Deposit shall be credited to the Purchase Price at the Closing or shall become nonrefundable subject to the provisions of this Agreement. At Closing, the Title Company shall disburse the Earnest Money Deposit in accordance with the written directions of NGSC. Upon NGSC’s request, the Title Company shall invest the Earnest Money Deposit in interest bearing accounts designated by NGSC. All interest accruing on the Earnest Money Deposit shall be held in escrow for NGSC’s benefit.

4. Closing.

(a) The closing (“**Closing**”) of this purchase and sale transaction shall take place within ten (10) calendar days of the later of the expiration of the Inspection Period and the approval by the Salt Lake County Surveyor of the Survey, but in no event later than nine (9) months after the date of this Agreement (the “**Closing Date**”). The Closing shall be consummated through the escrow established with the Title Company.

(b) On the Closing Date, NGSC shall execute and/or deliver to the Title Company the following: (i) the Boundary Line Agreement; (ii) the Restrictive Covenants (iii) the Temporary Construction Easement (see Section 13 below); (iv) a settlement statement (the “**Settlement Statement**”) prepared by Title Company and approved by NGSC; and (v) such affidavits and evidence of authority or other documents, if any, as may be reasonably required by Title Company.

(c) On the Closing Date, Magna Water will execute and/or deliver to the Title Company the following: (i) the net Purchase Price in certified funds or by wire transfer; (ii) the Boundary Line Agreement, Restrictive Covenants, Temporary Construction Easement, and the Settlement Statement; and (iii) such affidavits and evidence of authority or other documents, if any, as may be reasonably required by Title Company.

5. Prorations. All real property ad valorem taxes, special taxes, assessments, deposits and personal property taxes shall be prorated (employing a 365-day year) between Magna Water and NGSC as of the Closing Date based upon the most recently available property assessment. The parties acknowledge that the Reservoir Parcel will not be taxed as a separate parcel for the tax year in which Closing occurs. Magna Water shall pay to NGSC at Closing Magna Water’s prorated share of the taxes, and NGSC shall be responsible for paying the taxes for the entire parcel of NGSC’s Land, including the Reservoir Parcel, for the tax year in which Closing occurs. Taxes shall not be re-prorated after Closing regardless of the actual amount thereof. If the Reservoir Parcel is subject to any so-called “rollback” tax or other tax pursuant to which real estate taxes for prior years may be increased as a result of a change of ownership, change of use or change in zoning, then Magna Water shall be obligated for the payment of such additional taxes.

6. Closing Costs. NGSC shall be responsible for the following fees and costs associated with the Closing: (a) its attorneys' fees, costs and expenses associated with this Agreement; (b) one half of the Title Company's escrow and recording fees; (c) the premium for a standard coverage owner's policy of title insurance insuring Magna Water in the amount of the Purchase Price (the "**Title Policy**"); and (d) the cost of any Title Policy or Extended Title Policy endorsements approved by NGSC which are required to cure Magna Water's title objections. Magna Water shall be responsible for the following fees and costs associated with the Closing: (i) agricultural roll-back taxes, if any, arising under Utah law; (ii) its attorneys' fees, costs and expenses associated with this Agreement; (iii) one half of the Title Company's escrow and recording fees; and (iv) the costs of any extended coverage title policy and/or endorsements (other than endorsements to cure title objections) reasonably required by Magna Water for the Title Policy.

7. NGSC's Conditions to Closing.

(a) The obligation of NGSC to close and consummate the transaction contemplated by this Agreement is specifically contingent upon Magna Water not terminating this Agreement: (1) during the Inspection Period (defined below) as a result of Magna Water's Due Diligence (defined below) as set forth in Section 8; or (2) because of Title Objections (defined below) as set forth in Section 9.

(b) In the event that the conditions set forth above in Section 7(a) have not been satisfied on or before the applicable deadline, then NGSC shall have the right to terminate this Agreement by written notice to Magna Water whereupon the Earnest Money Deposit shall be returned to Magna Water. In the event of termination under this Section, all obligations, duties and responsibilities of the Parties shall be immediately terminated and of no further force or effort, except with respect to those obligations which, by their terms, specifically survive any such termination or cancellation. The foregoing conditions precedent are for the sole benefit of NGSC.

8. Inspections. Magna Water, at its sole cost and expense, shall have fifteen (15) calendar days from the Effective Date (the "**Inspection Period**") to complete such inspections, surveys, and/or studies of the Reservoir Parcel as Magna Water deems necessary or appropriate ("**Due Diligence**") to inspect or evaluate the Reservoir Parcel. Magna Water agrees that NGSC or its employees or agents may accompany Magna Water conducting any physical inspection of the Reservoir Parcel. Magna Water's physical inspection of the Reservoir Parcel may include soils and geotechnical assessments and an ASTM Phase I survey, or equivalent environmental due diligence investigation, of the Reservoir Parcel to determine or confirm the condition of the Reservoir Parcel. Magna Water shall promptly provide NGSC with a copy of such reports or data generated by such investigation(s), at no cost to NGSC. Notwithstanding the foregoing, no Phase II environmental inspection or other invasive inspection or sampling of soil, water, air or other materials for analytical testing either as part of the Phase I inspection or any other inspection, shall be performed without the prior written consent of NGSC, which may be withheld in its reasonable discretion, and if consented to by NGSC, the proposed scope of work and the party who will perform the work shall be subject to NGSC's review and approval, which review and approval shall not be unreasonably withheld, conditioned or delayed. Magna Water's inspections and studies shall be conducted at the sole cost, expense and liability of Magna Water, and any damage to the Reservoir Parcel arising in connection therewith, shall be promptly repaired by Magna Water

at Magna Water's sole cost and expense. Copies of any work product, written reports, studies or test results obtained by Magna Water in connection with its physical inspection of the Reservoir Parcel or investigation relating to the purchase of the Reservoir Parcel shall be delivered to NGSC promptly upon receipt of same at no cost to NGSC. Magna Water acknowledges and agrees that NGSC shall not be responsible for making or contributing in any way to the cost of making any changes or improvements to the Reservoir Parcel including, without limitation, remediating environmental conditions to accommodate Magna Water's proposed use or any future use thereof. Magna Water shall have the right to terminate this Agreement prior to the expiration of the Inspection Period by written notice to NGSC if it determines for any reason that the Reservoir Parcel is unsuitable, whereupon the Earnest Money Deposit shall be returned to Magna Water.

9. Title Commitment. Magna Water shall cause the Title Company to deliver to Magna Water and NGSC within fifteen (15) calendar days after the Effective Date a title commitment (the "**Title Commitment**") from the Title Company committing to issue to Magna Water a standard coverage owners policy of title insurance and an extended coverage owners policy of title insurance in the amount of the Purchase Price. Magna Water shall have seven (7) calendar days from receipt of the Title Commitment ("**Title Review Period**") to notify NGSC in writing of any objections (the "**Title Objections**") to title as revealed in the Title Commitment, which writing shall set forth the specific basis for Magna Water's objection(s). If Magna Water fails to notify NGSC of any Title Objections prior to the expiration of the Title Review Period, then Magna Water will be deemed to be satisfied with the condition of title and to have waived all Title Objections. As to those Title Objections timely raised by Magna Water, if NGSC notifies Magna Water in writing within fifteen (15) calendar days that NGSC for any reason in NGSC's sole and absolute discretion declines or is unable to cure or obtain insurance, including endorsements, over the Title Objections prior to the Closing, Magna Water shall, at Magna Water's sole option: (a) notify NGSC in writing within seven (7) calendar days of receiving NGSC's written notification that Magna Water elects to terminate this Agreement, in which event this Agreement shall terminate and the Earnest Money Deposit shall be returned to Magna Water and neither Party shall have any further rights, liabilities or other obligations hereunder, except with respect to those matters intended to survive termination; or (b) waive said Title Objections and proceed to Closing. Notwithstanding the foregoing, NGSC shall cause to be removed from title to the Reservoir Parcel any recorded deeds of trust, mechanics' or materialmen's liens, delinquent tax liens or judgment liens.

10. Boundary Line Agreement. The Reservoir Parcel is presently part of a larger parcel, and no subdivision plat has been recorded regarding either NGSC's Land or Magna Water's Land. NGSC shall not be obligated to subdivide the Reservoir Parcel into a separate parcel, and instead, the Parties agree that a boundary line agreement pursuant to Utah Code Ann. Section 10-9a-524 and substantially in the form of Exhibit B (the "Boundary Line Agreement") shall be used. Magna Water shall be responsible for preparing the survey map required by Utah Code Ann. Section 10-9a-524(2)(c), subject to NGSC's approval of the survey (as approved, the "Survey"). Preparation of the Survey shall include the legal descriptions required for the Boundary Line Agreement.

11. Conveyance of Title. At Closing, NGSC shall convey to Magna Water title to the Reservoir Parcel by a Boundary Line Agreement substantially in the form attached hereto as Exhibit B, with NGSC warranting title to the Reservoir Parcel against all who claim by, through or under NGSC, subject to: (a) pro-rated non-delinquent taxes and assessments for the year of

Closing and subsequent years; (b) all federal, state and local zoning, building, subdivision, land sales, land use, ecology, environmental protection and other laws, ordinances rules and regulations of governmental authorities, including those of any and all regulatory agencies and administrative officials having or asserting jurisdiction over the Reservoir Parcel; (c) all reservations, restrictions, encumbrances, easements, rights-of-way and possessory estates held by third parties (including leaseholds, licenses and adverse occupancies) which appear of record or would be revealed by a diligent inspection or survey of the Reservoir Parcel; (d) any matter or state of facts which an accurate current survey or current physical inspection of the Reservoir Parcel would reveal; and (e) agricultural roll-back taxes, if any, arising under Utah law; all of which shall be assumed by Magna Water.

12. Acceptance of Property.

(a) Magna Water acknowledges and agrees that NGSC has not, nor has any party acting on NGSC's behalf, made any agreements, representations or warranties, whether express or implied, or otherwise, regarding the condition of the Reservoir Parcel, the soils in, on and about the Reservoir Parcel, the suitability of the Reservoir Parcel for the uses and purposes contemplated by Magna Water and/or Magna Water's successors in interest, the adequacy or availability of any utilities or roadways which may service (or may be needed to service) the Reservoir Parcel, subdivision or other zoning compliance, building lines, boundaries, construction/use/occupancy restrictions, including violations of any of the foregoing, and/or any other fact or matter, whether pertaining to the Reservoir Parcel or otherwise. Magna Water has had, or will have, under the terms of this Agreement, the opportunity to make its own independent inspections and investigations of the Reservoir Parcel and, in proceeding to Closing hereunder, Magna Water acknowledges and agrees that it has reviewed all such matters as Magna Water deems or deemed necessary or appropriate to review and that Magna Water is and shall be relying solely on such inspections and investigations of the Reservoir Parcel.

(b) MAGNA WATER REPRESENTS AND WARRANTS TO, AND COVENANTS AND AGREES WITH, NGSC THAT MAGNA WATER IS PURCHASING THE RESERVOIR PARCEL IN AN "AS IS" "WHERE IS" AND "WITH ALL FAULTS" IN ITS PRESENT CONDITION AND STATE OF REPAIR, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE, AND SPECIFICALLY EXCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE EVEN IF KNOWN TO NGSC. MAGNA WATER ACKNOWLEDGES AND AGREES THAT MAGNA WATER WILL ACQUIRE THE RESERVOIR PARCEL BASED UPON ITS OWN DUE DILIGENCE REVIEW AND NOT BASED UPON ANY STATEMENT, REPRESENTATION OR WARRANTY OF NGSC OR ANY AGENT OR REPRESENTATIVE OF NGSC.

(c) Magna Water assumes all responsibility for all liabilities and damages caused by, relating to or arising out of any condition of the Reservoir Parcel or any liability relating thereto (including, without limitation, environmental investigation and remediation expenses), whether now existing or hereafter arising, and will hold NGSC harmless therefrom. Magna Water further covenants and agrees not to bring any claims or causes of action against NGSC or the Released Parties (defined below) related to or arising out of any remediation.

(d) NGSC may incorporate the provisions of Section 12 into the Boundary Line Agreement or other appropriate instrument to be recorded at Closing which Magna Water shall execute and acknowledge. It is the intent of the Parties that all provisions under this Section 12 shall run with the land and be binding on all successors-in-interest to Magna Water and shall not merge into any of the deeds or other instruments delivered at Closing.

13. Industrial Operations.

(a) Magna Water shall accept the Reservoir Parcel, with full knowledge of the nature and character of the industries that are now or in the future may be operated in the vicinity of the Reservoir Parcel and of the annoyances, inconveniences and unpleasantness possibly to attend or result from such operations, including but not limited to Energetic Activities, as defined below. “**Energetic Activities**” means the activities of NGSC and its parents, affiliates and successors (collectively with NGSC, “**the Northrop Entities**”) using materials with high energetic potential, which include but are not limited to the manufacture of energetic materials and manufacture of rocket and missile propulsion motors. The Reservoir Parcel is located within the area which could be affected by an energetic event caused by Energetic Activities, and may be subject to significant overpressure waves and fragments in the event of an accidental initiation of energized materials which are manufactured, stored or handled by the Northrop Entities. Magna Water as of the Closing Date waives and releases any known or unknown claims, counterclaims, causes of action, suits or damages (including, without limitation, all foreseeable and unforeseeable consequential damages, injunction and other relief), fines, judgments, penalties, costs, liabilities, losses or expenses (“**Claims**”) of any kind, character, or nature whatsoever, fixed or contingent, against the Northrop Entities, and their respective officers, agents, directors, and employees (collectively, the “**Released Parties**”), for damage to property in, upon or about the Reservoir Parcel and for injury to persons in, upon or about the Reservoir Parcel arising out of an energetic event caused by Energetic Activities, except for Claims caused by the gross negligence or willful misconduct of the Released Parties. Magna Water also acknowledges (and waives any Claims against the Released Parties with respect to) that the Northrop Entities shall have the right and privilege at any and all times hereinafter, to discharge through the air upon each and every portion of the Reservoir Parcel, any and all gases, dust, dirt, fumes, particulates and other substances and matter which may be released, given, thrown or blown off, emitted or discharged in the course of, by, or through the existence of or operations of any and all industrial facilities, and other works and factories, including conducting Energetic Activities which now are, or which may hereafter at any time be established or operated by the Northrop Entities, or their successors, grantees, tenants or assigns, within Salt Lake County, Utah and which are consistent with federal, state, and local laws. This provision shall be binding on Magna Water and its successors and assigns for the benefit of the Northrop Entities and Magna Water shall agree that such provision shall be included in any subsequent deed conveying all or any portion of the Reservoir Parcel.

(b) NGSC may incorporate the provisions of Section 13 into the Boundary Line Agreement or other appropriate instrument to be recorded at Closing which Magna Water shall execute and acknowledge. It is the intent of the Parties that all provisions under this Section 13 shall run with the land and be binding on all successors-in-interest to Magna Water and shall not merge into any of the deeds or other instruments delivered at Closing.

14. Temporary Construction Easement. At Closing, NGSC and Magna Water shall enter into a Temporary Construction Easement in the form of **Exhibit D** attached hereto and incorporated herein by this reference, and Magna Water shall pay NGSC the consideration set forth in the Temporary Construction Easement.

15. Damage or Condemnation Prior to Closing. If any material portion of the Reservoir Parcel is taken by condemnation or eminent domain or there is any actual or threatened condemnation or eminent domain affecting any material portion of the Reservoir Parcel prior to Closing, then either NGSC or Magna Water shall have the right to terminate this Agreement by notice to the other and to the Title Company, in which case the Earnest Money Deposit shall be returned to Magna Water and neither NGSC nor Magna Water shall thereafter have any obligation to each other except for those matters intended to survive.

16. Default and Remedies.

(a) Magna Water's Remedies. NGSC shall only be in default under this Agreement if, after written notice from Magna Water, NGSC fails to perform any of NGSC's obligations under this Agreement within ten (10) calendar days of receipt of such notice (or such longer period as is reasonably required in the exercise of due diligence not to exceed an additional ten (10) calendar days, provided NGSC commences such cure within the initial ten (10) calendar day period). In the event of a default by NGSC not cured within the applicable cure period, Magna Water, as Magna Water's sole remedies, may: (i) waive the effect of such matter and proceed to consummate the Closing (provided that in no event shall Magna Water have the right to waive any of NGSC's conditions precedent hereunder); (ii) terminate this Agreement in which case the Earnest Money Deposit will be returned to Magna Water together with a sum equal to the Earnest Money Deposit as liquidated damages; or (iii) bring an appropriate action for specific performance of this Agreement.

(b) NGSC's Remedies. Magna Water shall be in default under this Agreement if, after written notice from NGSC, Magna Water fails to perform any of Magna Water's obligations under this Agreement within ten (10) calendar days of receipt of such notice. In the event of a default by Magna Water not cured within the applicable cure period, NGSC, as NGSC's sole remedies, may: (i) waive the effect of such matter and proceed to consummate the Closing; (ii) terminate this Agreement in which case the Earnest Money Deposit (together with any accrued interest thereon) will be retained by NGSC as liquidated damages; (iii) bring an appropriate action for specific performance of this Agreement; or (iv) exercise any right or remedy available at law or in equity.

17. Notices. All notices, requests or demands or other communications required under this Agreement shall be in writing, and shall be given to the recipient party at its regular mail address as set forth below or such other address as the party may later specify for that purpose by notice to the other party. Notices shall only be given in the manner set forth below and shall for all purposes be deemed given and received only if given by a national overnight delivery service at the regular mail address of the party specified above on the day on which the notice is actually received by the party, or if given by certified United States mail, return receipt requested, postage prepaid at the regular mail address of the party specified above on the day signed for as evidenced by the return receipt or if given by personal delivery on the day signed for by an authorized representative of the recipient:

If to Grantee:

Magna Water District
P.O. Box 303
Magna, Utah 84044-0303
Attn: Clint Dilley, General Manager

If to Grantor:

Northrop Grumman Systems Corporation
2980 Fairview Park Drive
Falls Church, Virginia 22042
Attn: Legal Notices - Real Estate

With electronic copy to realestatenotices@ngc.com

Northrop Grumman Systems Corporation
Attention: Corporate Real Estate - Legal Notices
One Space Park Drive, M/S: D2
Redondo Beach, California 90278

And a copy to:

Northrop Grumman Systems Corporation
P.O. Box 98 M/S UT-03-E2W1
Magna, Utah 84044
Attn: Director of Facilities

Northrop Grumman Systems Corporation
P.O. Box 98; M/S UT-03-E2W1
Magna, UT 840044
Attn: Law Department

18. 1031 Exchange. Each Party reserves the right to elect to structure its purchase or sale of the Reservoir Parcel as a like-kind exchange. In connection therewith, each Party agrees to execute such documents as are reasonably necessary or appropriate and to otherwise cooperate with the other Party and its representatives to effectuate such exchange; provided, that (i) each Party and its representatives shall have a reasonable opportunity to review and approve such documents prior to Closing; (ii) neither NGSC nor Magna Water shall be required to take legal title to any exchange property; (iii) the Closing of the subject transaction shall not be delayed to accommodate any such exchange; and (iv) neither Party shall be required to incur any additional expense (excluding its own attorney's fees) or liability in connection with accommodating the other Party's exchange, including without limitation, any obligation for the payment of any escrow, title, brokerage, or other costs incurred with the exchange that would not otherwise be payable in connection with the transaction provided for in this Agreement. Each Party shall be

responsible for making all determinations as to the legal sufficiency, tax, and other considerations relating to such Party's proposed exchange.

19. No Assignment by Magna Water. This Agreement may not be assigned or transferred by Magna Water without NGSC's prior written consent.

20. Miscellaneous.

(a) No Third-Party Beneficiary. Except as provided below, no term or provision of this Agreement or the Exhibits hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party hereto (including, without limitation, any broker), and no such other person, firm, corporation or entity shall have any right or cause of action hereunder. The Northrop Entities shall be third-party beneficiaries of this Agreement regarding the provisions of Sections 12 and 13 above, the Restrictive Covenants, and the Boundary Line Agreement.

(b) Amendment. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Party against which enforcement of the change, amendment, modification, waiver or discharge is sought.

(c) Legal Fees. In the event legal action is instituted by any of the Parties to enforce the terms of this Agreement or arising out of the execution of this Agreement, the prevailing Party will be entitled to receive from the other Party or Parties reasonable attorneys' fees, to be determined by the court in which the action is brought.

(d) No Recording. Neither this Agreement nor any memorandum or notice thereof shall be recorded by Magna Water.

(e) Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Utah.

(f) Waiver. Failure of either Magna Water or NGSC to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Magna Water's or NGSC's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement.

(g) No Partnership. This Agreement is not intended to create and does not create a joint venture or partnership between Magna Water and NGSC.

(h) Captions. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and shall not be deemed to supplement, limit, or otherwise vary the text of this Agreement.

(i) Severability. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

(j) Time. Any period of time described in this Agreement by generic reference to a number of days or a reference to calendar days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays, or any state or national holidays. If the date or last date to perform any act or to give any notice is a Saturday, Sunday, or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday, or state or national holiday. Time is of the essence of this Agreement.

(k) Construction. NGSC and Magna Water acknowledge that they and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

(l) Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties and is binding upon NGSC and Magna Water, their successors, legal representatives and assigns. The recitals to this Agreement are by this reference incorporated herein.

(m) Authority. The individuals who execute this Agreement represent and warrant that they are duly authorized to execute this Agreement on behalf of Magna Water or NGSC, as the case may be, that the parties named are all the necessary and proper parties, and that no other signature, act or authorization is necessary to bind such entity to the provisions of this Agreement.

(n) Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Purchase and Sale Agreement as of the dates below written to be effective as of the Effective Date.

NGSC:

Northrop Grumman Systems Corporation

By: _____

Name: A. J. Paz

Title: Corporate Director Real Estate

Dated: _____, 2024

MAGNA WATER:

MAGNA WATER DISTRICT, a political
subdivision of the State of Utah

Dated: _____, 2024

By: _____

Print Name: Clint Dilley

Title: District Manager _____

**TEMPORARY
CONSTRUCTION
EASEMENT**

**EXHIBIT A-1
TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT**

Legal Description of NGSC Land

AS SURVEYED DESCRIPTION FOR PARCEL [4- 20-05-300-002]

A PARCEL OF LAND WITHIN SECTION 5, T2S, R2W, S.L.B.&M.

BEGINNING AT A POINT ON THE LINE BETWEEN UNINCORPORATED SALT LAKE COUNTY AND WEST VALLEY CITY, SAID POINT ALSO LIES ON THE SOUTH LINE OF SECTION 5, S89°19'19"E A DISTANCE OF 1245.31 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 5;

THENCE N00°08'41"W ALONG SAID COUNTY/CITY BOUNDARY A DISTANCE OF 2346.76 FEET;

THENCE S88°44'45"E A DISTANCE OF 934.78 FEET TO A POINT ON THE WEST LINE OF A COUNTY ROAD FORMERLY KNOWN AS COON CANYON ROAD;

THENCE S02°35'52"E ALONG THE WEST LINE OF THE COUNTY ROAD A DISTANCE OF 2340.94 FEET TO A POINT ON THE SOUTH LINE OF SECTION 5;

THENCE N89°19'19"W ALONG SAID SOUTH LINE OF SECTION 5 A DISTANCE OF 897.83 FEET;

THENCE S39°17'00"E A DISTANCE OF 72.24 FEET TO THE POINT OF CURVATURE OF A 1533.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE 483.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°04'28" (CHORD BEARS S30°14'46"E A DISTANCE OF 481.60 FEET);

THENCE S21°12'00"E A DISTANCE OF 1245.31 FEET TO A POINT ON THE NORTH LINE OF A 120.00 FOOT WIDE CORRIDOR FOR COON CANYON ROAD OWNED BY KENNECOTT UTAH COPPER;

THENCE S44°40'27"W ALONG SAID ROAD CORRIDOR A DISTANCE OF 219.14 FEET;

THENCE N21°12'00"W A DISTANCE OF 516.05 FEET;

THENCE S90°00'00"E A DISTANCE OF 58.15 FEET;

THENCE N21°12'00"W A DISTANCE OF 842.00 FEET TO THE POINT OF CURVATURE OF A 1383.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE 428.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'23" (CHORD BEARS N30°04'41"W A DISTANCE OF 426.89 FEET);

THENCE N35°49'59"W A DISTANCE OF 128.29 FEET TO A POINT ON THE BOUNDARY BETWEEN WEST VALLEY CITY AND UNINCORPORATED SALT LAKE COUNTY;

THENCE ALONG SAID CORPORATE BOUNDARY N00°31'06"E A DISTANCE OF 50.90 FEET TO THE POINT OF BEGINNING. CONTAINS 59.76 ACRES

LESS AND EXCEPTING (L&E 1) PARCEL 20-05-300-006, A PARCEL OF LAND OWNED BY MAGNA WATER DISTRICT WITHIN SECTION 5, T2S, R2W, S.L.B. & M. BEGINNING AT A POINT ON THE WEST LINE OF THE COUNTY ROAD WHICH IS S00°03'46"W 3799.86 FEET AND N90°00'00"W A DISTANCE OF 520.05 FEET FROM THE NORTH QUARTER CORNER OF SECTION 5;

THENCE S02°12'21"E ALONG THE WEST LINE OF A 66' WIDE COUNTY ROAD FORMERLY KNOWN AS COON CANYON ROAD A DISTANCE OF 656.31 FEET;

THENCE N89°55'04"W A DISTANCE OF 243.62 FEET;

THENCE N30°39'13"E A DISTANCE OF 140.02 FEET;

THENCE N11°48'55"E A DISTANCE OF 137.48 FEET;

THENCE N15°35'59"W A DISTANCE OF 87.11 FEET;

THENCE N25°19'27"E A DISTANCE OF 91.72 FEET;

THENCE N15°53'41"E A DISTANCE OF 221.72 FEET;

THENCE N45°05'21"E A DISTANCE OF 29.01 FEET;
THENCE S89°47'34"E A DISTANCE OF 21.75 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING (L&E 2) PARCEL 20-05-300-003, A PARCEL OF LAND OWNED BY NORTHROP GRUMMAN WITHIN SECTION 5, T2S, R2W, S.L.B. & M. BEGINNING AT A POINT S89°19'19"E ALONG THE SECTION LINE A DISTANCE OF 1352.88, AND N00°40'34"E A DISTANCE OF 49.50 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE N39°17'41"W A DISTANCE OF 146.40 FEET; THENCE S89°19'26"E A DISTANCE OF 146.85 FEET; THENCE S00°40'34"W A DISTANCE OF 112.20 FEET; THENCE N89°19'26"W A DISTANCE OF 52.80 FEET TO THE POINT OF BEGINNING.

CONTAINS 59.76 ACRES.

**EXHIBIT A-2
TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT**

Depiction of Reservoir Parcel

**EXHIBIT B
TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT**

Form of Boundary Line Agreement

**EXHIBIT C
TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT**

Form of Restrictive Covenants

**EXHIBIT D
TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT**

Temporary Construction Easement

[Update parcel numbers, add survey recording information section 2, add legal descriptions Ex. B – E]

MAIL RECORDED DOCUMENT TO:

Attn: Legal Counsel
Northrop Grumman Systems Corporation
P0 Box 98, UT03-E2W2
Magna, UT 84044-0098

Parcel Nos.

[proposed tax parcel no. 20-05-300-002-0000, parcel number not yet finalized by Salt Lake County]
20-05-300-006-0000

PARCEL BOUNDARY ADJUSTMENT AND BOUNDARY LINE AGREEMENT

THIS PARCEL BOUNDARY ADJUSTMENT AND BOUNDARY LINE AGREEMENT (this “Agreement”), effective as of the ___ day of _____, 2024, between NORTHROP GRUMMAN SYSTEMS CORPORATION, a Delaware corporation (“NGSC”) and MAGNA WATER DISTRICT, a political subdivision of the State of Utah (“Magna Water”).

Recitals

- A. NGSC is the owner of the parcel of real property located in West Valley City, Salt Lake County, Utah, described in the attached **Exhibit A** (the “**NGSC Parcel**”).
- B. Magna Water is the owner of the parcel of real property located in West Valley City, Salt Lake County, Utah, described in the attached **Exhibit B** (the “**Magna Water Parcel**”).
- C. The NGSC Parcel and the Magna Water Parcel (collectively, the “**Original Parcels**”) are adjacent to each other.
- D. NGSC and Magna Water desire to relocate the boundary line between the Original Parcels pursuant to this parcel boundary adjustment, as defined in Utah Code Ann. Section 10-9a-103(46) (“Parcel Boundary Adjustment”), and authorized by Utah Code Ann. Section 10-9a-523. This Agreement also constitutes a boundary line agreement pursuant to Utah Code Ann. Sections 10-9a-524 and 57-1-45.

- E. The NGSC Parcel and the Magna Water Parcel are each unsubdivided land, and no additional parcel is created by this Agreement. The NGSC Parcel and the Magna Water Parcel do not contain any dwelling units.
- F. Pursuant to Utah Code Ann. Sections 10-9a-523(3) and 10-9a-524(4), this Agreement is not subject to the review of a land use authority.

Agreement

In consideration of the provisions hereof, and for other good and valuable consideration, NGSC and Magna Water agree as follows:

- 1. NGSC and Magna Water hereby adjust the common boundary line between the Original Parcels so that the new boundary line is the boundary line described in attached **Exhibit C**, with the result that the NGSC Parcel is now as described in the attached **Exhibit D** (“Revised NGSC Parcel”) and the Magna Water Parcel is now as described in the attached **Exhibit E** (“Revised Magna Water Parcel”).
- 2. The addresses of the parties for assessment purposes are:

Northrop Grumman Systems Corporation
ATTN: Tax Department
8710 Freeport Parkway
Irving, TX 75063

Magna Water District
P.O. Box 303
Magna, Utah 84044-0303
Attn: Clint Dilley, General Manager

- 3. Reference is made to the record of survey map relating to this Agreement that has been delivered to the Salt Lake County Surveyor and recorded in the records of Salt Lake County, Utah as [add recording information].
- 4. The Parcel Boundary Adjustment pursuant to this Agreement results in the transfer of approximately 6.16 acres of real property (the “Reservoir Parcel”) from NGSC to Magna Water, and NGSC, as grantor, does hereby convey and specially warrant against all who claim by, through or under NGSC, unto Magna Water, as grantee, the Reservoir Parcel, subject to (a) all matters of record other than mortgages, liens, and financial encumbrances; (b) agricultural roll-back taxes, if any, arising under Utah law; (c) all federal, state and local zoning, building, subdivision, land sales, land use, ecology, environmental protection and other laws, ordinances rules and regulations of governmental authorities, including those of any and all regulatory agencies and administrative officials having or asserting jurisdiction over the Reservoir Parcel; (d) all reservations, restrictions, encumbrances, easements, rights-of-way and possessory estates held by third parties (including leaseholds, licenses and adverse occupancies) which appear of record or would be revealed by a

diligent inspection or survey of the Reservoir Parcel; (e) any matter or state of facts which an accurate current survey or current physical inspection of the Reservoir Parcel would reveal; all of which shall be assumed by Magna Water.

5. Magna Water acknowledges and agrees that NGSC has not, nor has any party acting on NGSC's behalf, made any agreements, representations or warranties, whether express or implied, or otherwise, regarding the condition of the Reservoir Parcel, the soils in, on and about the Reservoir Parcel, the suitability of the Reservoir Parcel for the uses and purposes contemplated by Magna Water and/or Magna Water's successors in interest, the adequacy or availability of any utilities or roadways which may service (or may be needed to service) the Reservoir Parcel, subdivision or other zoning compliance, building lines, boundaries, construction/use/occupancy restrictions, including violations of any of the foregoing, and/or any other fact or matter, whether pertaining to the Reservoir Parcel or otherwise. Magna Water has had the opportunity to make its own independent inspections and investigations of the Reservoir Parcel and, in proceeding to closing hereunder, Magna Water acknowledges and agrees that it has reviewed all such matters as Magna Water deems or deemed necessary or appropriate to review and that Magna Water is and shall be relying solely on such inspections and investigations of the Reservoir Parcel.
6. MAGNA WATER REPRESENTS AND WARRANTS TO, AND COVENANTS AND AGREES WITH, NGSC THAT MAGNA WATER IS PURCHASING THE RESERVOIR PARCEL IN AN "AS IS" "WHERE IS" AND "WITH ALL FAULTS" IN ITS PRESENT CONDITION AND STATE OF REPAIR, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE, AND SPECIFICALLY EXCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE EVEN IF KNOWN TO NGSC. MAGNA WATER ACKNOWLEDGES AND AGREES THAT MAGNA WATER WILL ACQUIRE THE RESERVOIR PARCEL BASED UPON ITS OWN DUE DILIGENCE REVIEW AND NOT BASED UPON ANY STATEMENT, REPRESENTATION OR WARRANTY OF NGSC OR ANY AGENT OR REPRESENTATIVE OF NGSC.
7. Magna Water assumes all responsibility for all liabilities and damages caused by, relating to or arising out of any condition of the Reservoir Parcel or any liability relating thereto (including, without limitation, environmental investigation and remediation expenses), whether now existing or hereafter arising, and will hold NGSC and its parents, affiliates and successors (collectively with NGSC, "**the Northrop Entities**") harmless therefrom. Magna Water further covenants and agrees not to bring any claims or causes of action against the Northrop Entities related to or arising out of any remediation.
8. This Agreement is appurtenant to, shall run with the land, and is binding upon and inures to the benefit of the parties and their successors and assigns.
9. This Agreement contains all agreements regarding the subject matter hereof.
10. The Agreement term is perpetual and may only be modified or terminated by written agreement, in writing and recorded in the official records of the Salt Lake County Recorder,

of the respective fee title owners of Revised NGSC Parcel and Revised Magna Water Parcel as such owners exist from time to time.

11. Utah law governs the interpretation and enforcement of this Agreement.
12. In the event of a dispute regarding the enforcement of any of its terms, the prevailing party in any such dispute shall be entitled to recover from the defaulting or non-performing party, its costs and expenses incurred in any such dispute, including reasonable attorneys' fees and disbursements associated with the enforcement of the provisions of this Agreement.

[signatures on following pages]

NORTHROP GRUMMAN SYSTEMS CORPORATION

By: _____

Name: A. J. Paz

Title: Corporate Director Real Estate

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____ ss.

On _____, before me _____, Notary Public, personally appeared A. J. Paz, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature _____

My commission expires _____.

Exhibit A

Original NGSC Parcel Description

AS SURVEYED DESCRIPTION FOR PARCEL [4- 20-05-300-002]

A PARCEL OF LAND WITHIN SECTION 5, T2S, R2W, S.L.B.&M.

BEGINNING AT A POINT ON THE LINE BETWEEN UNINCORPORATED SALT LAKE COUNTY AND WEST VALLEY CITY, SAID POINT ALSO LIES ON THE SOUTH LINE OF SECTION 5, S89°19'19"E A DISTANCE OF 1245.31 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 5;

THENCE N00°08'41"W ALONG SAID COUNTY/CITY BOUNDARY A DISTANCE OF 2346.76 FEET;

THENCE S88°44'45"E A DISTANCE OF 934.78 FEET TO A POINT ON THE WEST LINE OF A COUNTY ROAD FORMERLY KNOWN AS COON CANYON ROAD;

THENCE S02°35'52"E ALONG THE WEST LINE OF THE COUNTY ROAD A DISTANCE OF 2340.94 FEET TO A POINT ON THE SOUTH LINE OF SECTION 5;

THENCE N89°19'19"W ALONG SAID SOUTH LINE OF SECTION 5 A DISTANCE OF 897.83 FEET;

THENCE S39°17'00"E A DISTANCE OF 72.24 FEET TO THE POINT OF CURVATURE OF A 1533.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE 483.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°04'28" (CHORD BEARS S30°14'46"E A DISTANCE OF 481.60 FEET);

THENCE S21°12'00"E A DISTANCE OF 1245.31 FEET TO A POINT ON THE NORTH LINE OF A 120.00 FOOT WIDE CORRIDOR FOR COON CANYON ROAD OWNED BY KENNECOTT UTAH COPPER;

THENCE S44°40'27"W ALONG SAID ROAD CORRIDOR A DISTANCE OF 219.14 FEET;

THENCE N21°12'00"W A DISTANCE OF 516.05 FEET;

THENCE S90°00'00"E A DISTANCE OF 58.15 FEET;

THENCE N21°12'00"W A DISTANCE OF 842.00 FEET TO THE POINT OF CURVATURE OF A 1383.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE 428.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'23" (CHORD BEARS N30°04'41"W A DISTANCE OF 426.89 FEET);

THENCE N35°49'59"W A DISTANCE OF 128.29 FEET TO A POINT ON THE BOUNDARY BETWEEN WEST VALLEY CITY AND UNINCORPORATED SALT LAKE COUNTY;

THENCE ALONG SAID CORPORATE BOUNDARY N00°31'06"E A DISTANCE OF 50.90 FEET TO THE POINT OF BEGINNING. CONTAINS 59.76 ACRES

LESS AND EXCEPTING (L&E 1) PARCEL 20-05-300-006, A PARCEL OF LAND OWNED BY MAGNA WATER DISTRICT WITHIN SECTION 5, T2S, R2W, S.L.B. & M. BEGINNING AT A POINT ON THE WEST LINE OF THE COUNTY ROAD WHICH IS S00°03'46"W 3799.86 FEET AND N90°00'00"W A DISTANCE OF 520.05 FEET FROM THE NORTH QUARTER CORNER OF SECTION 5;

THENCE S02°12'21"E ALONG THE WEST LINE OF A 66' WIDE COUNTY ROAD FORMERLY KNOWN AS COON CANYON ROAD A DISTANCE OF 656.31 FEET;

THENCE N89°55'04"W A DISTANCE OF 243.62 FEET;

THENCE N30°39'13"E A DISTANCE OF 140.02 FEET;

THENCE N11°48'55"E A DISTANCE OF 137.48 FEET;

THENCE N15°35'59"W A DISTANCE OF 87.11 FEET;

THENCE N25°19'27"E A DISTANCE OF 91.72 FEET;

THENCE N15°53'41"E A DISTANCE OF 221.72 FEET;

THENCE N45°05'21"E A DISTANCE OF 29.01 FEET;

THENCE S89°47'34"E A DISTANCE OF 21.75 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING (L&E 2) PARCEL 20-05-300-003, A PARCEL OF LAND OWNED BY NORTHROP GRUMMAN WITHIN SECTION 5, T2S, R2W, S.L.B. & M. BEGINNING AT A POINT S89°19'19"E ALONG THE SECTION LINE A DISTANCE OF 1352.88, AND N00°40'34"E A DISTANCE OF 49.50 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE N39°17'41"W A DISTANCE OF 146.40 FEET; THENCE S89°19'26"E A DISTANCE OF 146.85 FEET; THENCE S00°40'34"W A DISTANCE OF 112.20 FEET; THENCE N89°19'26"W A DISTANCE OF 52.80 FEET TO THE POINT OF BEGINNING.

CONTAINS 59.76 ACRES.

PARCEL [proposed tax parcel no. 20-05-300-002-0000, parcel number not yet finalized by Salt Lake County]

Exhibit B

Original Magna Water Parcel Description

[Add Legal Description]

CONTAINS 1.96 ACRES.

PARCEL 20-05-300-006-0000

Exhibit C

New Boundary Line Description

[Add Legal Description]

Exhibit D

Revised NGSC Parcel Description

[Add legal description]

CONTAINS 53.6 ACRES.

PARCEL [proposed tax parcel no. 20-05-300-002-0000, parcel number not yet finalized by Salt Lake County], as revised herein

Exhibit E

Revised Magna Water Parcel Description

[add legal description]

CONTAINS 8.12 ACRES.

PARCEL 20-05-300-006-0000, as revised herein.

[Add final parcel no. in Exhibit A, Add Exhibit B, depiction of Work Area]

Temporary Construction and Access Agreement

This TEMPORARY CONSTRUCTION and ACCESS AGREEMENT (“Agreement”), dated _____, 2024, is by and between NORTHROP GRUMMAN SYSTEMS CORPORATION, a Delaware corporation (“NGSC”), and MAGNA WATER DISTRICT, a political subdivision of the State of Utah (“Magna Water”).

RECITALS

A. NGSC owns a certain parcel of land (“Property”) located in Salt Lake County and more particularly described in Exhibit “A”, attached hereto and by this reference made a part hereof, which land is utilized by NGSC as a buffer for its manufacturing business, and other similar or related purposes.

B. Magna Water is acquiring 6.16 acres of the Property (the “Reservoir Property”) from NGSC.

C. Magna Water desires and NGSC is willing to allow Magna Water and its selected contractor(s) access to a 4.5 acre portion of the Property for the purposes of construction or other necessary activity to install a secondary water reservoir and related improvements on the Reservoir Property (the “**Work**”), subject to the restrictions and limitations contained herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Right of Entry. During the Term set forth in Section 2 below, NGSC hereby grants to Magna Water, and to Magna Water’s contractors, subcontractors, and agents, the non-exclusive right to enter the portion of the Property identified on Exhibit “B” as the “Work Area” for the sole purpose of conducting Magna Water’s Work on the Reservoir Property. Magna Water’s rights shall include (i) the right of ingress and egress by foot and motor vehicle over and through the Work Area; (ii) the right to stage construction equipment on the Work Area; and (iii) the right to maintain stockpiles of materials and earthworks on the Work Area. Magna Water shall be responsible and liable for the actions and inactions of its contractors, subcontractors and agents hereunder as if Magna Water were performing the same.
2. Term. The “Term” of this Agreement shall commence on the earlier of (a) the date specified by Magna Water in written notice to NGSC, which notice shall be given not less than 30 days in advance of the specified commencement date, and (b) one year after the date of this Agreement. The Term shall end upon completion of Restoration pursuant to Section 6 below. If the Work is not completed within two years after the date of this Agreement, NCGS may thereafter give Magna Water written notice that the Work and

Restoration must be completed within six months after the date of such notice. If the Work and Restoration are not completed within six months after the date of such notice, then (a) Magna Water's right of entry pursuant to Section 1 above shall terminate, and no further Work shall occur on the Property, provided that Restoration activities may continue; and (b) the Fee shall increase to 150% of the Fee set forth in Section 3 below.

3. Compensation. Throughout the Term, Magna Water shall pay to NGSC a monthly fee ("Fee") as follows: eighteen thousand dollars (\$18,000) per month, payable within thirty (30) days after the Effective Date and every month thereafter for the Term. Fee payments shall be made without offset, demand or notice and delivered to NGSC electronically. The Fee for the first four months of the Term shall be paid to NGSC upon execution of this Agreement, which shall be the minimum amount due from Magna Water to NGSC and is non-refundable.

The Fee shall be adjusted upward by three percent (3%) on the first anniversary of the Effective Date and on each anniversary thereafter.

All installments of the Fee which are not paid by Grantee within five (5) business days after the same is due ("Delinquency Date") shall bear interest from and after the due date until paid at a rate equal to the lesser of ten percent (10%) per annum or the highest legal rate of interest.

4. Construction.
 - a. Compliance with Law. In the prosecution of the Work, Magna Water shall secure, at its expense, any and all necessary permits and shall comply with all applicable federal, state and local laws, regulation and enactments applicable to the Work. All Work shall be performed in good and workmanlike manner and in compliance with all applicable industry standards. Magna Water shall perform construction and stage construction equipment, materials and earthworks so as to ensure the safety of: (a) Magna Water's and NGSC's agents and employees; (b) any and all NGSC operations conducted on the Property; (c) surrounding property owners; and (d) the public in general. After Magna Water begins the Work, Magna Water shall diligently pursue the Work to completion.
 - b. Costs of Construction. Magna Water shall be solely responsible for any and all costs incurred with respect to the Work and shall maintain the Property free from liens or other encumbrances associated with the Work. Magna Water shall stabilize all areas of the Property disturbed by the Work and treat the Property for noxious weeds.
 - c. Mechanics' Liens. Magna Water agrees that it will keep the Property free and clear of all mechanics' liens and other liens on account of work done for Magna Water or persons claiming under it. Magna Water agrees to and shall indemnify, defend and save the NGSC free and harmless against liability, loss, damage, costs, attorneys fees, and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished for

Magna Water or persons claiming under it. Magna Water shall provide NGSC with a copy of any lien filings within ten (10) days after the lien is filed, and if not earlier released, shall cause the lien to be released by filing a notice of release of lien and substitution of alternate security pursuant to Utah Code Ann. Section 38-1a-804 within thirty (30) days after the lien is filed.

5. Safety. Safety of personnel, property, NGSC operations and the public is of paramount importance in the prosecution of the Work. Magna Water shall keep all Work locations in the Property free from safety and health hazards and ensure that its employees, contractors, subcontractors, and agents are competent and adequately trained in all safety and health aspects of the Work. Magna Water shall have proper first aid supplies available on the job site so that prompt first aid services can be administered to any person injured on the job site. Magna Water shall promptly notify NGSC of any OSHA recordable or reportable injuries arising during the Work. Magna Water shall have a non-delegable duty to control its employees and its contractors, subcontractors, and agents while on the Property to ensure that such employees, contractors, subcontractors, and agents do not use, are not under the influence of, and do not have in their possession, any alcoholic beverage, drug, narcotic or other substance that may inhibit the safe performance of the Work.
6. Restoration of the Property. Within thirty (30) days after the earlier of completion of the Work or termination pursuant to Section 2 or Section 10 of Magna Water's right of entry, Magna Water shall restore the Property to substantially the same condition as it existed prior to Magna Water's use of the Property, clean up and remove all construction debris, re-seed all disturbed areas, and give NGSC written notice of completion of the foregoing (collectively "Restoration"). Within 30 days after the written notice of completion, the parties shall inspect the Property and Magna Water shall promptly correct any deficiencies in the Restoration. Restoration shall be complete upon the later of the notice of completion or the correction of deficiencies, if any. Following Restoration, Magna Water shall maintain the re-seeded areas until vegetation similar to the existing vegetation is re-established, so that the disturbed area does not become revegetated with weeds. During the term of this Agreement, Grantee shall maintain the Property substantially clean of all litter, trash, and debris. Grantee's obligations in this Section shall survive the expiration or earlier termination of this Agreement.
7. Insurance. Magna Water and its contractors, subcontractors, and agents, at their sole cost and expense, will at all times, prior to commencement of the Work and throughout the term of this Agreement, maintain with reputable insurance companies that are authorized to do business under the laws of the State of Utah, insurance coverage written on an occurrence basis with customary coverage and exclusions in the minimum amounts as indicated below:
 - a. Worker's Compensation insurance coverage as required by the laws of the State of Utah.
 - b. Employer Liability insurance in the amount of \$1,000,000.
 - c. Commercial General Liability (CGL) with a Combined Single Limit (CSL) of \$5,000,000 bodily injury and/or property damage (on a per location basis).

Coverage shall include the following coverages: a) Premises and operations coverage, b) independent contractor's coverage, c) contractual liability, d) products and completed operations coverage, e) coverage for explosion, collapse, and underground property damage as applicable when underground work will be performed, and f) sudden and accidental pollution liability.

- d. Automobile Liability (AL) with a CSL of \$5,000,000 bodily injury and/or property damage covering all owned, hired and non-owned vehicles.
 - e. Magna Water and its contractors, subcontractors, and agents shall have NGSC named as additional insured on all policies obtained or maintained pursuant to this Agreement, except for workers' compensation policies. Upon request, Magna Water agrees to furnish NGSC with certificates of insurance certifying that Magna Water and its contractors, subcontractors, and agents have in force and effect the above specified insurance. Magna Water covenants and agrees that it and its contractors, subcontractors, and agents, in connection with insurance policies required to be furnished by Magna Water and its contractors, subcontractors, and agents in accordance with the terms of this Agreement, shall waive any right of subrogation on the part of the insurer against NGSC.
8. Indemnity. Magna Water will defend (with counsel acceptable to NGSC), indemnify, protect and save harmless the NGSC from all claims, actions, damages, expenses, and liability whatsoever (collectively, "Claims"), on account of any loss of life, personal injury, and/or damage to property arising from or out of the Work or the performance of the Work caused by Magna Water and its contractors and subcontractors, and agents, provided however that Magna Water shall have no obligation to defend, indemnify or protect NGSC from Claims to the extent caused by the gross negligence or willful misconduct or intentional wrongdoing of NGSC, its employees or agents. Magna Water's obligation to indemnify shall include reasonable legal and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made or may be made.
 9. Entire Agreement; Counterparts. This Agreement shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. This Agreement may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.
 10. Termination. This Agreement granted hereunder may be terminated by NGSC in the event that Magna Water continues in default with respect to any provision of this Agreement for a period of seven (7) days after receipt of notice from NGSC identifying the nature of Magna Water's breach. Notwithstanding the foregoing, in the event that the nature of Magna Water's breach constitutes an imminent threat to persons or property, NGSC may

immediately suspend the right of entry granted herein until such time as Magna Water remedies the breach.

11. Jury Waiver. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

12. Miscellaneous.

- a. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.
- b. Notice. All notices, statements and other communications under the terms of this Agreement shall: (a) be in writing; (b) contain a reference to this Agreement with the date thereof and naming the parties thereto; (c) contain the address of the Property or applicable portion thereof; (d) be deemed given upon actual receipt (or refusal) with proof of delivery; and (e) be sent or delivered by (i) certified U.S. mail, return receipt requested, postage prepaid or (ii) reputable overnight courier service, and addressed as follows, or at such other address as from time to time designated in writing in accordance herewith by the party to receive the notice. Unless otherwise notified in writing by or on behalf of the current owner or the Director, any document or communication required by this Agreement shall be submitted to:

If to Magna Water:

MAGNA WATER DISTRICT
P.O. Box 303
Magna, Utah 84044-0303

If to NGSC:

Northrop Grumman Systems Corporation
Attention: Law Department – Real Estate Legal Notices
2980 Fairview Park Drive
Falls Church, Virginia 22042-4511

With electronic copy to realestatenotices@ngc.com

Northrop Grumman Systems Corporation
Attention: Corporate Real Estate - Legal Notices
One Space Park Drive, M/S: D2
Redondo Beach, California 90278

And a copy to:

Northrop Grumman Systems Corporation
P.O. Box 98 M/S UT-03-E2W1
Magna, Utah 84044
Attn: Director of Facilities

Northrop Grumman Systems Corporation
P.O. Box 98; M/S UT-03-E2W1
Magna, UT 840044
Attn: Law Department

- c. Successors. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties and their successors and assigns.
- d. Litigation Expenses. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorney's fees, shall be paid by the non-prevailing party.

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

NGSC:

Northrop Grumman Systems Corporation

By: _____
Name: A. J. Paz
Title: Corporate Director Real Estate
Dated: _____, 2024

Magna Water:

MAGNA WATER DISTRICT, a political subdivision of the State of Utah

By: _____
Clint Dilley, District Manager

Dated: _____, 2024

Exhibit "A"
(NGSC's Property)

AS SURVEYED DESCRIPTION FOR PARCEL [4- 20-05-300-002]

A PARCEL OF LAND WITHIN SECTION 5, T2S, R2W, S.L.B.&M.

BEGINNING AT A POINT ON THE LINE BETWEEN UNINCORPORATED SALT LAKE COUNTY AND WEST VALLEY CITY, SAID POINT ALSO LIES ON THE SOUTH LINE OF SECTION 5, S89°19'19"E A DISTANCE OF 1245.31 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 5;
THENCE N00°08'41"W ALONG SAID COUNTY/CITY BOUNDARY A DISTANCE OF 2346.76 FEET;
THENCE S88°44'45"E A DISTANCE OF 934.78 FEET TO A POINT ON THE WEST LINE OF A COUNTY ROAD FORMERLY KNOWN AS COON CANYON ROAD;
THENCE S02°35'52"E ALONG THE WEST LINE OF THE COUNTY ROAD A DISTANCE OF 2340.94 FEET TO A POINT ON THE SOUTH LINE OF SECTION 5;
THENCE N89°19'19"W ALONG SAID SOUTH LINE OF SECTION 5 A DISTANCE OF 897.83 FEET;
THENCE S39°17'00"E A DISTANCE OF 72.24 FEET TO THE POINT OF CURVATURE OF A 1533.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE 483.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°04'28" (CHORD BEARS S30°14'46"E A DISTANCE OF 481.60 FEET);
THENCE S21°12'00"E A DISTANCE OF 1245.31 FEET TO A POINT ON THE NORTH LINE OF A 120.00 FOOT WIDE CORRIDOR FOR COON CANYON ROAD OWNED BY KENNECOTT UTAH COPPER;
THENCE S44°40'27"W ALONG SAID ROAD CORRIDOR A DISTANCE OF 219.14 FEET;
THENCE N21°12'00"W A DISTANCE OF 516.05 FEET;
THENCE S90°00'00"E A DISTANCE OF 58.15 FEET;
THENCE N21°12'00"W A DISTANCE OF 842.00 FEET TO THE POINT OF CURVATURE OF A 1383.00 FOOT RADIUS CURVE TO THE LEFT;
THENCE 428.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'23" (CHORD BEARS N30°04'41"W A DISTANCE OF 426.89 FEET);
THENCE N35°49'59"W A DISTANCE OF 128.29 FEET TO A POINT ON THE BOUNDARY BETWEEN WEST VALLEY CITY AND UNINCORPORATED SALT LAKE COUNTY;
THENCE ALONG SAID CORPORATE BOUNDARY N00°31'06"E A DISTANCE OF 50.90 FEET TO THE POINT OF BEGINNING. CONTAINS 59.76 ACRES

LESS AND EXCEPTING (L&E 1) PARCEL 20-05-300-006, A PARCEL OF LAND OWNED BY MAGNA WATER DISTRICT WITHIN SECTION 5, T2S, R2W, S.L.B. & M. BEGINNING AT A POINT ON THE WEST LINE OF THE COUNTY ROAD WHICH IS S00°03'46"W 3799.86 FEET AND N90°00'00"W A DISTANCE OF 520.05 FEET FROM THE NORTH QUARTER CORNER OF SECTION 5;
THENCE S02°12'21"E ALONG THE WEST LINE OF A 66' WIDE COUNTY ROAD FORMERLY KNOWN AS COON CANYON ROAD A DISTANCE OF 656.31 FEET;
THENCE N89°55'04"W A DISTANCE OF 243.62 FEET;
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THENCE N45°05'21"E A DISTANCE OF 29.01 FEET;
THENCE S89°47'34"E A DISTANCE OF 21.75 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING (L&E 2) PARCEL 20-05-300-003, A PARCEL OF LAND OWNED BY NORTHROP GRUMMAN WITHIN SECTION 5, T2S, R2W, S.L.B.& M. BEGINNING AT A POINT S89°19'19"E ALONG THE SECTION LINE A DISTANCE OF 1352.88, AND N00°40'34"E A DISTANCE OF 49.50 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE N39°17'41"W A DISTANCE OF 146.40 FEET; THENCE S89°19'26"E A DISTANCE OF 146.85 FEET; THENCE S00°40'34"W A DISTANCE OF 112.20 FEET; THENCE N89°19'26"W A DISTANCE OF 52.80 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING the Reservoir Property being acquired by Magna Water contemporaneously herewith.

CONTAINS approximately 53.6 ACRES.

Exhibit “B”
(Depiction of Work Area)

[Note: update parcel numbers, add legal description Exhibit 1, review and confirm Exhibit 2, and confirm no revisions to WVC code (Exhibit 3) before recording]

MAIL RECORDED DOCUMENT TO:

Attn: Legal Counsel
Northrop Grumman Systems Corporation
P0 Box 98, UT03-E2W2
Magna, UT 84044-0098

Parcel No(s).

[proposed tax parcel no. 20-05-300-002-0000, parcel number not yet finalized by Salt Lake County] (portion)

14-33-376-006-0000

14-33-376-007-0000

[parcel number not yet finalized by Salt Lake County for the parcels identified in Exhibit B as:

20-10-400-019-4001

20-07-300-001

20-18-100-001

20-18-200-001

20-08-100-001

20-08-300-002-4001

20-05-300-002

20-08-400-003

20-10-400-020-4002

20-10-400-020-4003

20-10-400-020-4004

20-10-400-020-4005]

Restrictive Covenants

THESE RESTRICTIVE COVENANTS are made as of this ____ day of _____, 2024, by and between MAGNA WATER DISTRICT, a political subdivision of the State of Utah (“Magna Water”), and NORTHROP GRUMMAN SYSTEMS CORPORATION, a Delaware corporation (“NGSC”).

1. Magna Water is the owner of the real property located in West Valley City, Salt Lake County, Utah and described in the attached Exhibit 1 (the “Restricted Property”), which Magna Water has acquired from NGSC contemporaneously with these Restrictive Covenants.
2. NGSC is the owner of the real property located in West Valley City, Salt Lake County, Utah and described in the attached Exhibit 2 (the “Benefitted Property”).
3. NGSC’s operations on the Benefitted Property include activities using materials with high

energetic potential, including but not limited to the manufacture of energetic materials and manufacture of rocket and missile propulsion motors. The Restricted Property is located within the area which could be affected by an energetic event on the Benefitted Property and may be subject to significant overpressure waves and fragments in the event of an accidental initiation of energized materials which are manufactured, stored or handled on the Benefitted Property. The purpose of these Restrictive Covenants is to limit the development activities and uses upon the Restricted Property consistent with the risks of an energetic incident on the Benefitted Property.

4. The Restricted Property may not be developed or used for any purpose other than a water reservoir together with any ancillary facilities, such as an above ground secondary water pump station and related piping. Without limitation, the following uses are prohibited on the Restricted Property:
 - 4.1. Any residential, lodging or sleeping use, whether of a temporary or permanent nature, including but not limited to, any dwelling, hotel, motel, resort hotel, apartment hotel, boardinghouse, lodging house, tourist court, apartment court, guestroom, nursing home, protective living arrangement, residential facility, or other structure or portion thereof used for permanent or temporary residential or lodging use.
 - 4.2. Any daycare, school, church or educational use, including but not limited to any child nursery, daycare/preschool center, home day-care/preschool, school, or church.
 - 4.3. Any industrial use (other than a water reservoir), commercial use, office use, or manufacturing use.
 - 4.4. Any use which would involve outdoor gatherings of a significant number of people.
5. All buildings and structures on the Restricted Property shall:
 - 5.1. Be certified by a licensed structural engineer that the proposed buildings and structures are designed to withstand the wind loads of the overpressure area in which they are located on all exterior vertical and horizontal surfaces. Magna Water shall deliver a copy of the certification to NGSC not later than when Magna Water applies for a building permit. The overpressure areas referred to in this section 5.1 are based on an explosion of twenty thousand pounds of TNT equivalent for areas number one, two, and three. The centers of the overpressure areas are located at the following GPS coordinates:

Area #1— N40°40'38.3" W112°04'20.0"
Area #2— N40°40'05.5" W112°05'04.7"
Area #3— N40°39'31.8" W112°06'19.8"
 - 5.2. Be designed, where feasible, with windowless walls or minimum glass surfaces facing towards the center of the overpressure area, which is located at the following GPS coordinate: N40°40'05.5" W112°05'04.7";
 - 5.3. Be designed so that (i) the maximum size of any window pane, as measured between mullions, shall be 9 square feet, (ii) all windows shall be double glazed (iii) each layer of

glass shall be laminated or tempered and be a minimum thickness of one-eighth inch, and (iv) the maximum width or height of any window pane shall be four feet; and

- 5.4. Not exceed the lesser of two stories or 24 feet in height. All heights and grades shall be determined from the original grade before addition of fill or other modification raising the grade.
6. Magna Water shall deliver copies of the structural engineer certification required pursuant to Paragraph 5.1 above to NGSC not later than when Magna Water applies for a building permit.
7. The Restricted Property is located within West Valley City, and shall only be developed or improved in strict compliance with the requirements of West Valley City Municipal Code Sections 7-14-501 through 505 existing as of the date of these Restrictive Covenants, a copy of which is attached hereto as Exhibit 3.
8. The Restricted Property shall only be developed or improved in strict compliance with the requirements which exist from time to time of West Valley City and of any successor or additional political subdivision within whose boundaries the Restricted Property is located. If such requirements are in conflict with the existing ordinances attached hereto as Exhibit 3, the more restrictive provisions shall apply.
9. Magna Water agrees for itself, and its successors and assigns, that Magna Water and its successors and assigns will incorporate these Restrictive Covenants in any deed or other legal instrument by which Grantee or its successors and assigns divest themselves of any interest in the Restricted Property (the "Subsequent Transfer Covenant"). The following form, when correctly and fully completed, shall be sufficient to satisfy the Subsequent Transfer Covenant:

[Grantor] and [Grantee] agree that the provisions of the Restrictive Covenants dated _____ between Magna Water District, a political subdivision of the State of Utah, as the Magna Water, and Northrop Grumman Systems Corporation as the NGSC, recorded in the Official Records of Salt Lake County on _____, 20____ as Entry No. _____, including, without limitation, the use restrictions and releases contained therein and the "Subsequent Transfer Covenant" contained in paragraph 9 thereof (which requires that the Restrictive Covenants be incorporated in all future deeds), are hereby incorporated into this Deed and shall be binding on Grantee, its successors and assigns.

10. Magna Water agrees that it and its affiliates will not take any direct or indirect action to oppose the use of any property owned, leased or operated by NGSC, its affiliates, and successors (collectively, "Northrop") including but not limited to the Benefitted Property, for business operations consistent with the business operations presently conducted by Northrop, including but not limited to those business operations involving energetic materials or activities with energetic potential.
11. Magna Water accepts the Restricted Property with full knowledge of the nature and character of the industries that are now or in the future may be operated in the vicinity of the Restricted

Property and of the annoyances, inconveniences and unpleasantness possibly to attend or result from such operations, including but not limited to Energetic Activities, as defined below. "Energetic Activities" means the activities of NGSC and its parents, affiliates and successors (collectively with NGSC, "**the Northrop Entities**") using materials with high energetic potential, which include but are not limited to the manufacture of energetic materials and manufacture of rocket and missile propulsion motors. The Restricted Property is located within the area which could be affected by an energetic event caused by Energetic Activities, and may be subject to significant overpressure waves and fragments in the event of an accidental initiation of energized materials which are manufactured, stored or handled by the Northrop Entities. Magna Water hereby waives and releases any known or unknown claims, counterclaims, causes of action, suits or damages (including, without limitation, all foreseeable and unforeseeable consequential damages, injunction and other relief), fines, judgments, penalties, costs, liabilities, losses or expenses ("Claims") of any kind, character, or nature whatsoever, fixed or contingent, against the Northrop Entities, and their respective officers, agents, directors, and employees (collectively, the "Released Parties"), for damage to property in, upon or about the Restricted Property and for injury to persons in, upon or about the Restricted Property arising out of an energetic event caused by Energetic Activities, except for Claims caused by the gross negligence or willful misconduct of the Released Parties. Magna Water also acknowledges (and waives any Claims against the Released Parties with respect to) that the Northrop Entities shall have the right and privilege at any and all times hereinafter, to discharge through the air upon each and every portion of the Restricted Property, any and all gases, dust, dirt, fumes, particulates and other substances and matter which may be released, given, thrown or blown off, emitted or discharged in the course of, by, or through the existence of or operations of any and all industrial facilities, and other works and factories, including conducting Energetic Activities which now are, or which may hereafter at any time be established or operated by the Northrop Entities, its grantees, tenants or assigns, within Salt Lake County, Utah and which are consistent with federal, state, and local laws.

12. These Restrictive Covenants, including the recitals and all exhibits and attachments (each of which is incorporated herein by this reference) contain all agreements among the parties with respect to the subject matter. These Restrictive Covenants may be modified or amended only in writing signed by the respective owner(s) of the Restricted Property and the Benefitted Property, each in their own sole discretion.
13. If any part of these Restrictive Covenants are declared void, invalid or unenforceable by a regulatory agency, tribunal or court of competent jurisdiction, the remainder of these Restrictive Covenants will continue in full force and effect as if the offending provision were not contained herein, and the offending provision will be replaced by a valid provision which comes closest to the intention of the Restrictive Covenants underlying the offending provision. Invalidation of any one of these covenants or restrictions by judgment or court order will in no way affect any other provisions, which will remain in full force and effect.
14. The covenants and restrictions of these Restrictive Covenants are appurtenant to and shall run with the land and bind the respective owner(s) of the Restricted Property and shall inure to the benefit of and will be enforceable by the owner(s) of the Benefitted Property. The rights and obligations of all parties under these Restrictive Covenants are tied to the ownership or lease of the land described herein, and are not personal in any way to any of the parties. The release

by NGSC or termination of these Restrictive Covenants regarding a portion of the Restricted Property or Benefitted Property shall not affect the continued validity and enforceability regarding the remainder of the Restricted Property or Benefitted Property.

15. Any notice to be given hereunder shall be given by placing the notice in the United States mail, certified or registered, with return receipt requested, properly stamped and addressed as set forth below to the other party, or by personal delivery to such address by a party, or by a delivery service which documents delivery, and such notice or designation shall be deemed to be given when received with written proof of delivery:

Magna Water's address for notice purposes is as set forth below. Magna Water may change its notice address by recording a notice of change of address in the real property records of Salt Lake County.

Magna Water District
P.O. Box 303
Magna, Utah 84044-0303
Attn: Clint Dilley, General Manager

NGSC's address for notice purposes is as set forth below. NGSC may change its notice address by recording a notice of change of address in the real property records of Salt Lake County.

Northrop Grumman Systems Corporation
2980 Fairview Park Drive
Falls Church, Virginia 22042
Attn: Legal Notices - Real Estate

With electronic copy to realestatenotices@ngc.com

Northrop Grumman Systems Corporation
Attention: Corporate Real Estate - Legal Notices
One Space Park Drive, M/S: D2
Redondo Beach, California 90278

And a copy to:

Northrop Grumman Systems Corporation
P.O. Box 98 M/S UT-03-E2W1
Magna, Utah 84044
Attn: Director of Facilities

Northrop Grumman Systems Corporation
P.O. Box 98; M/S UT-03-E2W1
Magna, UT 840044
Attn: Law Department

16. No delay or omission of any party in the exercise of any right accruing shall impair any such

right or be construed to be a waiver thereof, and every such right may be exercised at any time. No waiver by any party of any default under these Restrictive Covenants shall be effective or binding on such party unless made in writing by such party and no such waiver shall be implied from any omission by a party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers of any default or consent or approval under any provision of these Restrictive Covenants shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in these Restrictive Covenants. One or more consent or approval under any provision of these Restrictive Covenants shall not be deemed to be a consent or approval of, or waiver of, of the same provision or any other term or provision contained in these Restrictive Covenants.

17. In any action arising out of this Agreement, the prevailing party shall be entitled to costs and reasonable attorneys' fees, including on appeal.

[signatures on following pages]

Northrop Grumman Systems Corporation

By: _____

Name: A. J. Paz

Title: Corporate Director Real Estate

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____ ss.

On _____, before me _____, Notary Public, personally appeared A. J. Paz, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature _____

My commission expires _____.

Exhibit 1 – Restricted Property

Parcel No. [proposed tax parcel no. 20-05-300-002-0000, parcel number not yet finalized by Salt Lake County] (portion)

[add legal description]

CONTAINS 6.16 ACRES.

Exhibit 2 – Benefitted Property
(All Benefitted Property is in Salt Lake County, Utah)

Parcel Nos.: 14-33-376-006; 14-33-376-007: [confirm this legal description, appears to be a combined description for the 2 parcels. This is the not legal descriptions on county records.]

Beginning on the center line of 4100 South Street at a point which lies South 89°47'13" East 1074.84 feet from the Southwest corner of Section 33, Township 1 South, Range 2 West, Salt Lake Base and Meridian. Said point being on the projected center line of Utah Power and Light Company power line easement; thence along said easement center line North 30°59'00" East 1295.88 feet to the South line of the Garfield Bench Extension of the Denver and Rio Grande Western Railroad at a point on a 5779.58 foot radius curve to the left; thence along said South line 612.44 feet; thence South 30°59'00" West 1070.16 feet to the said center line of 4100 South Street; thence along said center line of 4100 South Street North 89°47'13" West 696.08 feet to the point of beginning.

SUBJECT TO A RIGHT OF WAY over the South 33 feet of the herein described property for 4100 South Street.

AS SURVEYED DESCRIPTION FOR PARCEL NO. 20-07-300-001

A PARCEL OF LAND WITHIN SECTIONS 6, 7, 17 & 18, T2S, R2W, S.L.B.& M. AND SECTIONS 1 &13, T2S, R3W, S.L.B.& M. SALT LAKE COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE KENNECOTT UTAH COPPER UTILITY CORRIDOR WHICH IS N00°20'34"E ALONG THE SECTION LINE A DISTANCE OF 905.58 FEET AND N90°00'00"E A DISTANCE OF 8.82 FEET AND N19°25'09"W A DISTANCE 60.98 FEET FROM THE SOUTHEAST CORNER OF SECTION 7, T2S, R2W, S.L.B.& M.

SAID POINT OF BEGINNING IS ON THE NORTH LINE OF A 120.00 FOOT WIDE ROAD CORRIDOR (COON CANYON ROAD);

THENCE S59°31'12"W A DISTANCE OF 107.59 FEET TO THE POINT OF CURVATURE OF A 2817.76 FOOT RADIUS CURVE TO THE LEFT;

THENCE 440.84 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°57'50" (CHORD BEARS S55°02'17"W A DISTANCE OF 440.39 FEET) TO THE POINT OF REVERSE CURVATURE OF A 540.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE 240.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°29'03" (CHORD BEARS S63°17'53"W A DISTANCE OF 238.21 FEET);

THENCE S76°02'25"W A DISTANCE OF 285.51 FEET TO THE POINT OF CURVATURE OF A 290.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE 212.43 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°58'10" (CHORD BEARS N82°58'30"W A DISTANCE OF 207.71 FEET);

THENCE N61°59'25"W A DISTANCE OF 203.39 FEET TO THE POINT OF CURVATURE OF A 395.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE 265.26 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°28'36" (CHORD BEARS N81°13'43"W A DISTANCE OF 260.30 FEET) TO THE POINT OF REVERSE CURVATURE OF A 220.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE 217.59 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°40'05" (CHORD BEARS N72°07'59"W A DISTANCE OF 208.83 FEET);

THENCE N43°47'56"W A DISTANCE OF 115.32 FEET TO THE POINT OF CURVATURE OF A 225.00 FOOT RADIUS CURVE TO THE LEFT;
THENCE 376.73 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 95°55'59" (CHORD BEARS S88°14'04"W A DISTANCE OF 334.24 FEET) TO THE POINT OF REVERSE CURVATURE OF A 1440.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE 407.27 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°12'17" (CHORD BEARS S48°22'13"W A DISTANCE OF 405.92 FEET) TO THE POINT OF REVERSE CURVATURE OF A 1199.47 FOOT CURVE TO THE LEFT;
THENCE 118.75 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°40'21" (CHORD BEARS S53°38'11"W A DISTANCE OF 118.71 FEET) TO THE POINT OF REVERSE CURVATURE OF A 540.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE 266.11 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°14'06" (CHORD BEARS S64°55'03"W A DISTANCE OF 263.42 FEET) TO THE POINT OF REVERSE CURVATURE OF A 359.33 FOOT RADIUS CURVE TO THE LEFT;
THENCE 103.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°25'42" (CHORD BEARS S70°49'15"W A DISTANCE OF 102.68 FEET) TO THE POINT OF REVERSE CURVATURE OF A 540.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE 154.55 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°23'52" (CHORD BEARS S70°48'20"W A DISTANCE OF 154.02 FEET) TO THE POINT OF REVERSE CURVATURE OF A 1132.10 FOOT RADIUS CURVE TO THE LEFT;
THENCE 109.24 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°31'43" (CHORD BEARS S76°14'25"W A DISTANCE OF 109.20 FEET) TO THE POINT OF REVERSE CURVATURE OF A 540.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE 235.09 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°56'39" (CHORD BEARS S85°56'53"W A DISTANCE OF 233.24 FEET) TO THE POINT OF REVERSE CURVATURE OF A 411.84 FOOT RADIUS CURVE TO THE LEFT;
THENCE 306.67 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°39'53" (CHORD BEARS S77°05'16"W A DISTANCE OF 299.64 FEET) TO THE POINT OF REVERSE CURVATURE OF A 1740.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE 256.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°27'40" (CHORD BEARS S59°59'10"W A DISTANCE OF 256.72 FEET) TO THE POINT OF REVERSE CURVATURE OF A 547.83 FOOT RADIUS CURVE TO THE LEFT;
THENCE 294.58 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°48'32" (CHORD BEARS S48°48'44"W A DISTANCE OF 291.04 FEET) TO THE POINT OF REVERSE CURVATURE OF A 150.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE 139.67 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°20'53" (CHORD BEARS S60°04'54"W A DISTANCE OF 134.67 FEET) TO THE POINT OF REVERSE CURVATURE OF A 439.16 FOOT RADIUS CURVE TO THE LEFT;
THENCE 172.77 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°32'27" (CHORD BEARS S75°29'07"W A DISTANCE OF 171.66 FEET) TO THE POINT OF REVERSE CURVATURE OF A 390.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE 183.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°53'34" (CHORD BEARS S77°39'41"W A DISTANCE OF 181.38 FEET) TO THE POINT OF REVERSE CURVATURE OF A 828.84 FOOT RADIUS CURVE TO THE LEFT;
THENCE 294.63 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°22'02" (CHORD BEARS S80°55'27"W A DISTANCE OF 293.08 FEET);
THENCE S70°44'26"W A DISTANCE OF 307.41 FEET TO THE POINT OF CURVATURE OF A 85.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE 62.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°57'44" (CHORD BEARS N88°16'42"W A DISTANCE OF 60.87 FEET) TO THE POINT OF REVERSE CURVATURE OF A 696.67 FOOT RADIUS CURVE TO THE LEFT;

THENCE 222.85 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°19'40" (CHORD BEARS N76°27'40"W A DISTANCE OF 221.90 FEET) TO THE POINT OF REVERSE CURVATURE OF A 755.96 FOOT RADIUS CURVE TO THE RIGHT;

THENCE 193.48 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°39'52" (CHORD BEARS N77°24'02"W A DISTANCE OF 192.96 FEET) TO THE POINT OF REVERSE CURVATURE OF A 440.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE 514.11 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°56'47" (CHORD BEARS S76°27'31"W A DISTANCE OF 485.36 FEET);

THENCE S42°59'07"W A DISTANCE OF 58.36 FEET TO THE POINT OF CURVATURE OF A 75.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE 93.67 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71°33'27" (CHORD BEARS S78°45'51"W A DISTANCE OF 87.70 FEET) TO THE POINT OF REVERSE CURVATURE OF A 520.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE 247.65 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°17'12" (CHORD BEARS N79°06'02"W A DISTANCE OF 245.31 FEET) TO THE POINT OF REVERSE CURVATURE OF A 397.72 FOOT RADIUS CURVE TO THE RIGHT;

THENCE 76.69 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°02'51" (CHORD BEARS N87°13'13"W A DISTANCE OF 76.57 FEET);

THENCE LEAVING THE NORTH LINE OF COON CANYON ROAD 558.85 FEET ALONG THE ARC OF A NON-TANGENT 3969.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 08°04'03" (CHORD BEARS N22°05'20"W A DISTANCE OF 558.38 FEET) TO A POINT ON THE NORTH LINE OF SECTION 13, T2S, R3W, S.L.B.&M.;

THENCE S89°56'02"E ALONG THE NORTH LINE OF SECTION 13 A DISTANCE OF 1505.01 FEET TO THE NORTHEAST CORNER OF SECTION 13;

THENCE N00°07'48"E ALONG THE WEST LINE OF SECTION 7, T2S, R2W, S.L.B.&M. A DISTANCE OF 2628.85 FEET TO THE WEST QUARTER CORNER OF SECTION 7;

THENCE N00°06'05"W ALONG THE WEST LINE OF SECTION 7 A DISTANCE OF 1319.88 FEET TO THE SOUTHWEST CORNER OF LOT 3 OF SECTION 7;

THENCE N89°20'39"E ALONG THE SOUTH LINE OF SAID LOT 3 A DISTANCE OF 1332.50 FEET TO THE SOUTHEAST CORNER OF LOT 3;

THENCE N00°01'00"W ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 1333.52 FEET TO THE NORTHEAST CORNER OF LOT 3;

THENCE S88°45'35"W ALONG THE NORTH LINE OF LOT 3 A DISTANCE OF 1334.67 FEET TO THE NORTHWEST CORNER OF SAID SECTION 7;

THENCE N00°05'49"W ALONG THE WEST LINE OF SECTION 7 A DISTANCE OF 1319.91 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, T2S, R3W, S.L.B.&M.;

THENCE N89°42'33"W ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1 A DISTANCE OF 814.62 FEET;

THENCE 1978.46 FEET ALONG THE ARC OF A NON-TANGENT 4048.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 28°00'12" (CHORD BEARS N44°10'57"E A DISTANCE OF 1958.82 FEET);

THENCE N58°11'03"E A DISTANCE OF 79.09 FEET TO THE POINT OF CURVATURE OF A 4048.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE 1035.89 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°39'44" (CHORD BEARS N65°30'55"E A DISTANCE OF 1033.07 FEET);
THENCE 634.81 FEET ALONG THE ARC OF A NON-TANGENT 425.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 85°34'50" (CHORD BEARS N46°30'38"E A DISTANCE OF 577.42 FEET);
THENCE N89°19'16"E A DISTANCE OF 266.30 FEET;
THENCE N77°05'57"E A DISTANCE OF 684.02 FEET TO A POINT ON THE WEST LINE OF THE KENNECOTT UTAH COPPER UTILITY CORRIDOR;
THENCE THE FOLLOWING ELEVEN (11) COURSES ALONG THE WEST SIDE OF A UTILITY CORRIDOR RESERVED BY KENNECOTT UTAH COPPER COMPANY; S16°52'32"E A DISTANCE OF 252.67 FEET, S08°52'27"E A DISTANCE OF 222.73 FEET, S27°02'20"E A DISTANCE OF 241.31 FEET, S08°18'52"E A DISTANCE OF 1505.29 FEET, S22°32'04"E A DISTANCE OF 2515.88 FEET, S16°25'23"E A DISTANCE OF 2139.75 FEET, S23°37'20"E A DISTANCE OF 182.06 FEET, S01°22'37"E A DISTANCE OF 87.89 FEET, S16°25'23"E A DISTANCE OF 565.95 FEET, S42°40'00"W A DISTANCE OF 135.21 FEET, S19°25'09"E A DISTANCE OF 659.54 FEET TO THE POINT OF BEGINNING.

AS SURVEYED DESCRIPTION FOR PARCEL NO. 20-18-100-001

A PARCEL OF LAND SITUATED IN SECTION 13, T2S, R3W, S.L.B.& M. AND SECTION 18, T2S, R2W, S.L.B.& M. SALT LAKE COUNTY, UTAH DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT S89°45'54"W A DISTANCE OF 1075.27 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 18;

THENCE S33°01'13"E A DISTANCE OF 77.17 FEET TO THE POINT OF CURVATURE OF A 80.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE 128.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°48'00" (CHORD BEARS S12°52'47"W A DISTANCE OF 114.90 FEET) TO THE POINT OF REVERSE CURVATURE OF A 153.83 FOOT RADIUS CURVE TO THE LEFT;

THENCE 161.94 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°19'06" (CHORD BEARS S28°37'15"W A DISTANCE OF 154.57 FEET) TO THE POINT OF REVERSE CURVATURE OF A 40.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE 45.65 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 65°23'03" (CHORD BEARS S31°09'13"W A DISTANCE OF 43.21 FEET);

THENCE S63°50'45"W A DISTANCE OF 118.11 FEET TO THE POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE 262.39 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 100°13'34" (CHORD BEARS S13°43'58"W A DISTANCE OF 230.19 FEET) TO THE POINT OF REVERSE CURVATURE OF A 330.13 FOOT RADIUS CURVE TO THE RIGHT;

THENCE 243.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°10'58" (CHORD BEARS S15°17'20"E A DISTANCE OF 237.60 FEET) TO THE POINT OF COMPOUND CURVATURE OF A 130.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE 106.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°03'53" (CHORD BEARS S29°20'06"W A DISTANCE OF 103.81 FEET) TO THE POINT OF COMPOUND CURVATURE OF A 400.84 FOOT RADIUS CURVE TO THE RIGHT;

THENCE 224.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°06'38" (CHORD BEARS S68°55'21"W A DISTANCE OF 221.71 FEET);

THENCE S84°58'40"W A DISTANCE OF 123.84 FEET TO THE POINT OF CURVATURE OF A 660.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE 114.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°58'54" (CHORD BEARS S79°59'13"W A DISTANCE OF 114.83 FEET);
THENCE S74°59'46"W A DISTANCE OF 63.02 TO THE POINT OF CURVATURE OF A 135.00 FOOT RADIUS CURVE TO THE LEFT;
THENCE 179.41 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 76°08'37" (CHORD BEARS S36°55'28"W A DISTANCE OF 166.50 FEET TO THE POINT OF COMPOUND CURVATURE OF A 260.31 FOOT RADIUS CURVE TO THE LEFT;
THENCE 89.78 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°45'43" (CHORD BEARS S11°01'43"E A DISTANCE OF 89.34 FEET) TO THE POINT OF REVERSE CURVATURE OF A 140.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE 47.01 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°14'25" (CHORD BEARS S11°17'22"E A DISTANCE OF 46.79 FEET);
THENCE S01°40'09"E A DISTANCE OF 23.73 FEET TO THE POINT OF CURVATURE OF A 260.00 FOOT RADIUS CURVE TO THE LEFT;
THENCE 68.63 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°07'26" (CHORD BEARS S09°13'52"E A DISTANCE OF 68.43 FEET);
THENCE S16°47'35"E A DISTANCE OF 42.57 TO THE POINT OF CURVATURE OF A 140.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE 45.24 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°30'47" (CHORD BEARS S07°32'11"E A DISTANCE OF 45.04 FEET);
THENCE S01°43'12"W A DISTANCE OF 123.48 FEET TO THE POINT OF CURVATURE OF A 475.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE 91.28 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°00'37" (CHORD BEARS S07°13'30"W A DISTANCE OF 91.14 FEET) TO THE POINT OF COMPOUND CURVATURE OF A 1440.02 FOOT RADIUS CURVE TO THE RIGHT;
THENCE 291.02 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°34'45" (CHORD BEARS S18°31'11"W A DISTANCE OF 290.53 FEET) TO THE POINT OF COMPOUND CURVATURE OF A 365.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE 188.21 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°32'41" (CHORD BEARS S39°04'54"W A DISTANCE OF 186.13 FEET);
THENCE S53°51'15"W A DISTANCE OF 98.58 FEET TO THE POINT OF CURVATURE OF A 1260.00 FOOT RADIUS CURVE TO THE LEFT;
THENCE 112.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°06'50" (CHORD BEARS S51°17'49"W A DISTANCE OF 112.42 FEET);
THENCE 1586.91 FEET ALONG THE ARC OF A NON-TANGENT 3969.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 22°54'30" (CHORD BEARS N50°46'38"W A DISTANCE OF 1576.36 FEET);
THENCE 775.93 FEET ALONG THE ARC OF A NON-TANGENT 3969.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 11°12'04" (CHORD BEARS N34°10'32"W A DISTANCE OF 774.69 FEET);
THENCE 24.03 FEET ALONG THE ARC OF A NON-TANGENT 517.72 FOOT RADIUS CURVE CONCAVE NORTHERLY THROUGH A CENTRAL ANGLE OF 02°39'35" (CHORD BEARS N88°35'09"E A DISTANCE OF 24.03 FEET) TO THE POINT OF REVERSE CURVATURE OF A 400.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE 190.50 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°17'12" (CHORD BEARS S79°06'02"E A DISTANCE OF 188.70 FEET) TO THE POINT OF REVERSE CURVATURE OF A 195.00 FOOT RADIUS CURVE TO THE LEFT;
THENCE 243.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71°33'27" (CHORD BEARS N78°45'51"E A DISTANCE OF 228.02 FEET);

THENCE N42°59'07"E A DISTANCE OF 58.36 FEET TO THE POINT OF CURVATURE OF A 320.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE 373.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°56'47" (CHORD BEARS N76°27'31"E A DISTANCE OF 352.99 FEET) TO THE POINT OF REVERSE CURVATURE OF A 875.96 FOOT RADIUS CURVE TO THE LEFT;
THENCE 225.21 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°43'51" (CHORD BEARS S77°26'01"E A DISTANCE OF 224.59 FEET) TO THE POINT OF REVERSE CURVATURE OF A 576.67 FOOT RADIUS CURVE TO THE RIGHT;
THENCE 185.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°24'46" (CHORD BEARS S76°30'13"E A DISTANCE OF 184.52 FEET) TO THE POINT OF REVERSE CURVATURE OF A 205.00 FOOT RADIUS CURVE TO THE LEFT;
THENCE 150.14 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°57'44" (CHORD BEARS S88°16'42"E A DISTANCE OF 146.80 FEET);
THENCE N70°44'26"E A DISTANCE OF 307.41 FEET TO THE POINT OF CURVATURE OF A 708.84 FOOT RADIUS CURVE TO THE RIGHT;
THENCE 251.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°22'02" (CHORD BEARS N80°55'27"E A DISTANCE OF 250.65 FEET) TO THE POINT OF REVERSE CURVATURE OF A 510.00 FOOT RADIUS CURVE TO THE LEFT;
THENCE 239.38 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°53'34" (CHORD BEARS N77°39'41"E A DISTANCE OF 237.19 FEET) TO THE POINT OF REVERSE CURVATURE OF A 319.16 FOOT RADIUS CURVE TO THE RIGHT;
THENCE 125.56 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°32'27" (CHORD BEARS N75°29'07"E A DISTANCE OF 124.75 FEET) TO THE POINT OF REVERSE CURVATURE OF A 270.00 FOOT RADIUS CURVE TO THE LEFT;
THENCE 251.40 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°20'53" (CHORD BEARS N60°04'54"E A DISTANCE OF 242.41 FEET) TO THE POINT OF REVERSE CURVATURE OF A 427.83 FOOT RADIUS CURVE TO THE RIGHT;
THENCE 230.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°48'32" (CHORD BEARS N48°48'44"E A DISTANCE OF 227.29 FEET) TO THE POINT OF REVERSE CURVATURE OF A 1860.00 FOOT RADIUS CURVE TO THE LEFT;
THENCE 220.91 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°48'18" (CHORD BEARS N60°48'51"E A DISTANCE OF 220.78 FEET) TO THE POINT OF BEGINNING.

AS SURVEYED DESCRIPTION FOR PARCEL NO. 20-18-200-001

A PARCEL OF LAND WITH SECTIONS 7, 8, 17 & 18, T2S, R2W, S.L.B.& M. SALT LAKE COUNTY UTAH DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT N00°20'34"E ALONG THE EAST LINE OF SECTION 7, 905.58 FEET, N90°00'00"E 8.82 FEET AND S16°29'42"E 62.17 FEET FROM THE NORTHEAST CORNER OF SECTION 18, T2S, R2W, S.L.B.& M.;
THENCE S16°29'42"E A DISTANCE OF 2401.30 FEET;
THENCE S09°51'36"E A DISTANCE OF 250.70 FEET;
THENCE 2910.53 FEET ALONG THE ARC OF A NON-TANGENT 3969.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 42°00'57" (CHORD BEARS S65°31'19"W A DISTANCE OF 2845.75 FEET);
THENCE 1407.03 FEET ALONG THE ARC OF A NON-TANGENT 3969.00 FOOT RADIUS CURVE CONCAVE NORTHERLY THROUGH A CENTRAL ANGLE OF 20°18'42" (CHORD BEARS N84°35'33"W A DISTANCE OF 1399.67 FEET);

THENCE 1596.08 FEET ALONG THE ARC OF A NON-TANGENT 3969.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 23°02'26" (CHORD BEARS N75°06'27"W A DISTANCE OF 1585.34 FEET);

THENCE 69.81 FEET ALONG THE ARC OF A NON-TANGENT 1140.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 03°30'30" (CHORD BEARS N52°05'59"E A DISTANCE OF 69.80 FEET);

THENCE N53°51'15"E A DISTANCE OF 98.58 FEET TO THE POINT OF CURVATURE OF A 485.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE 250.09 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°32'41" (CHORD BEARS N39°04'54"E A DISTANCE OF 247.33 FEET) TO THE POINT OF COMPOUND CURVATURE OF A 1560.02 FOOT RADIUS CURVE TO THE LEFT;

THENCE 315.27 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°34'45" (CHORD BEARS N18°31'11"E A DISTANCE OF 314.74 FEET) TO THE POINT OF COMPOUND CURVATURE OF A 595.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE 114.34 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°00'37" (CHORD BEARS N07°13'30"E A DISTANCE OF 114.16 FEET);

THENCE N01°43'12"E A DISTANCE OF 123.48 FEET TO THE POINT OF CURVATURE OF A 260.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE 84.01 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°30'47" (CHORD BEARS N07°32'11"W A DISTANCE OF 83.64 FEET);

THENCE N16°47'35"W A DISTANCE OF 42.57 FEET TO THE POINT OF CURVATURE OF A 140.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE 36.95 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°07'26" (CHORD BEARS N09°13'52"W A DISTANCE OF 36.85 FEET);

THENCE N01°40'09"W A DISTANCE OF 23.73 FEET TO THE POINT OF CURVATURE OF A 260.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE 87.31 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°14'25" (CHORD BEARS N11°17'22"W A DISTANCE OF 86.90 FEET) TO THE POINT OF REVERSE CURVATURE OF A 140.31 FOOT RADIUS CURVE TO THE RIGHT;

THENCE 48.39 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°45'43" (CHORD BEARS N11°01'43"W A DISTANCE OF 48.16 FEET) TO THE POINT OF COMPOUND CURVATURE OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE 19.93 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 76°08'37" (CHORD BEARS N36°55'28"E A DISTANCE OF 18.50 FEET);

THENCE N74°59'46"E A DISTANCE OF 63.02 FEET TO THE POINT OF CURVATURE OF A 540.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE 94.07 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°58'54" (CHORD BEARS N79°59'13"E A DISTANCE OF 93.96 FEET);

THENCE N84°58'40"E A DISTANCE OF 123.84 FEET TO THE POINT OF CURVATURE OF A 520.84 FOOT RADIUS CURVE TO THE LEFT;

THENCE 291.89 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°06'38" (CHORD BEARS N68°55'21"E A DISTANCE OF 288.09 FEET) TO THE POINT OF COMPOUND CURVATURE OF A 250.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE 205.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°03'53" (CHORD BEARS N29°20'06"E A DISTANCE OF 199.63 FEET) TO THE POINT OF COMPOUND CURVATURE OF A 450.13 FOOT RADIUS CURVE TO THE LEFT;

THENCE 331.40 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°10'58" (CHORD BEARS N15°17'20"W A DISTANCE OF 323.96 FEET) TO THE POINT OF REVERSE CURVATURE OF A 30.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE 52.48 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 100°13'34" (CHORD BEARS N13°43'58"E A DISTANCE OF 46.04 FEET);
THENCE N63°50'45"E A DISTANCE OF 118.11 FEET TO THE POINT OF CURVATURE OF A 160.00 FOOT RADIUS CURVE TO THE LEFT;
THENCE 182.59 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 65°23'03" (CHORD BEARS N31°09'13"E A DISTANCE OF 172.84 FEET) TO THE POINT OF REVERSE CURVATURE OF A 33.83 FOOT RADIUS CURVE TO THE RIGHT;
THENCE 35.61 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°19'06" (CHORD BEARS N28°37'16"E A DISTANCE OF 33.99 FEET) TO THE POINT OF REVERSE CURVATURE OF A 200.00 FOOT RADIUS CURVE TO THE LEFT;
THENCE 320.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°48'00" (CHORD BEARS N12°52'47"E A DISTANCE OF 287.25 FEET);
THENCE N33°01'13"W A DISTANCE OF 71.38 FEET;
THENCE 150.65 FEET ALONG THE ARC OF A NON-TANGENT 291.84 FOOT RADIUS CURVE CONCAVE SOUTHERLY THROUGH A CENTRAL ANGLE OF 29°34'34" (CHORD BEARS N83°37'55"E A DISTANCE OF 148.98 FEET) TO THE POINT OF REVERSE CURVATURE OF A 660.00 FOOT RADIUS CURVE TO THE LEFT;
THENCE 287.34 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°56'39" (CHORD BEARS N85°56'53"E A DISTANCE OF 285.07 FEET) TO THE POINT OF REVERSE CURVATURE OF A 1012.10 FOOT RADIUS CURVE TO THE RIGHT;
THENCE 97.66 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°31'43" (CHORD BEARS N76°14'25"E A DISTANCE OF 97.62 FEET) TO THE POINT OF REVERSE CURVATURE OF A 660.00 FOOT RADIUS CURVE TO THE LEFT;
THENCE 188.89 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°23'52" (CHORD BEARS N70°48'20"E A DISTANCE OF 188.25 FEET) TO THE POINT OF REVERSE CURVATURE OF A 239.33 FOOT RADIUS CURVE TO THE RIGHT;
THENCE 68.62 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°25'42" (CHORD BEARS N70°49'15"E A DISTANCE OF 68.39 FEET) TO THE POINT OF REVERSE CURVATURE OF A 660.00 FOOT RADIUS CURVE TO THE LEFT;
THENCE 325.24 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°14'06" (CHORD BEARS N64°55'03"E A DISTANCE OF 321.96 FEET) TO THE POINT OF COMPOUND CURVATURE OF A 1079.47 FOOT RADIUS CURVE TO THE LEFT;
THENCE 106.87 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°40'21" (CHORD BEARS N53°38'11"E A DISTANCE OF 106.83 FEET) TO THE POINT OF COMPOUND CURVATURE OF A 1560.00 FOOT RADIUS CURVE TO THE LEFT;
THENCE 441.21 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°12'17" (CHORD BEARS N48°22'13"E A DISTANCE OF 439.74 FEET) TO THE POINT OF REVERSE CURVATURE OF A 105.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE 175.81 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 95°55'59" (CHORD BEARS N88°14'04"E A DISTANCE OF 155.98 FEET);
THENCE S43°47'56"E A DISTANCE OF 115.32 FEET TO THE POINT OF CURVATURE OF A 340.00 FOOT RADIUS CURVE TO THE LEFT;
THENCE 336.28 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°40'05" (CHORD BEARS S72°07'59"E A DISTANCE OF 322.74 FEET) TO THE POINT OF REVERSE CURVATURE OF A 275.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE 184.67 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°28'36" (CHORD BEARS S81°13'43"E A DISTANCE OF 181.22 FEET);
THENCE S61°59'25"E A DISTANCE OF 203.39 FEET TO THE POINT OF CURVATURE OF A 410.00 FOOT RADIUS CURVE TO THE LEFT;
THENCE 300.33 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°58'10" (CHORD BEARS S82°58'30"E A DISTANCE OF 293.66 FEET);
THENCE N76°02'25"E A DISTANCE OF 285.51 FEET TO THE POINT OF CURVATURE OF A 660.00 FOOT RADIUS CURVE TO THE LEFT;
THENCE 293.56 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°29'03" (CHORD BEARS N63°17'53"E A DISTANCE OF 291.14 FEET) TO THE POINT OF REVERSE CURVATURE OF A 2697.76 FOOT RADIUS CURVE TO THE RIGHT;
THENCE 422.07 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°57'50" (CHORD BEARS N55°02'17"E A DISTANCE OF 421.64 FEET);
THENCE N59°31'12"E A DISTANCE OF 80.91 FEET TO THE POINT OF BEGINNING.

AS SURVEYED DESCRIPTION FOR PARCEL NO. 20-08-100-001

A PARCEL OF LAND WITHIN SECTIONS 5, 6, 7 & 8, T2S, R2W, S.L.B.&M.
BEGINNING AT A POINT S89°41'36"W ALONG THE SOUTH LINE OF SECTION 6, T2S, R2W, S.L.B.&M. A DISTANCE OF 453.55 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 6, SAID POINT LIES ON THE EAST LINE OF THE KENNECOTT UTAH COPPER UTILITY CORRIDOR;
THENCE THE FOLLOWING TWO COURSES ALONG THE EAST LINE OF THE UTILITY CORRIDOR;
N20°10'32"W A DISTANCE OF 1993.46 FEET;
N15°24'01"E A DISTANCE OF 1097.03 FEET;
THENCE 1162.91 FEET ALONG THE ARC OF A NON-TANGENT, 4048.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 16°27'36" (CHORD BEARS S56°43'54"E A DISTANCE OF 1158.92 FEET);
THENCE S88°44'45"E A DISTANCE OF 1119.97 FEET TO A POINT ON THE LINE BETWEEN UNINCORPORATED SALT LAKE COUNTY AND WEST VALLEY CITY;
THENCE S00°08'41"E ALONG SAID COUNTY/CITY BOUNDARY A DISTANCE OF 2346.76 TO A POINT ON THE SOUTH LINE OF SECTION 5, T2S, R2W S.L.B.&M.;
THENCE N89°19'19"W ALONG THE SOUTH LINE OF SECTION 5, A DISTANCE OF 37.53 FEET TO THE NORTHWEST CORNER OF NORTHROP GRUMMAN PARCEL 20-10-400-020-4003 AS DETERMINED BY JOHN STAHL AS REPRESENTED BY HIS 1999 SURVEY (SURVEY NO. 99-09-0650) ON FILE WITH THE SALT LAKE COUNTY RECORDER;
THENCE S00°20'29"W ALONG THE WEST LINE OF SAID NORTHROP GRUMMAN PARCEL AS DETERMINED BY THE 1999 JOHN STAHL SURVEY A DISTANCE OF 2470.88 FEET TO A POINT ON THE NORTH LINE OF A 120.00 FOOT WIDE ROAD CORRIDOR (COON CANYON ROAD)
THENCE THE FOLLOWING FOUR COURSES ALONG THE NORTH LINE OF COON CANYON ROAD;
S38°24'17"W A DISTANCE OF 499.74 FEET;
THENCE S42°07'04"W A DISTANCE OF 225.50 FEET TO THE POINT OF CURVATURE OF A 380.01 FOOT RADIUS CURVE TO THE RIGHT;
THENCE 105.45 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°53'56" (CHORD BEARS S50°04'03"W A DISTANCE OF 105.11 FEET);
THENCE S58°01'02"W A DISTANCE OF 116.93 FEET TO A POINT ON THE EAST LINE OF THE KENNECOTT UTAH COPPER UTILITY CORRIDOR
THENCE THE FOLLOWING THREE COURSES ALONG THE EAST LINE OF THE UTILITY CORRIDOR;
N17°49'23"W A DISTANCE OF 1537.60 FEET;

N44°40'36"E A DISTANCE OF 121.79 FEET;
THENCE N20°10'32"W A DISTANCE OF 1796.75 FEET TO THE POINT OF BEGINNING.

AS SURVEYED DESCRIPTION FOR PARCEL NO. 20-08-300-002-4001

BEGINNING AT A POINT ON THE EAST LINE OF THE KENNECOTT UTAH COPPER UTILITY CORRIDOR WHICH IS S89°45'24"E A DISTANCE OF 1240.87 FEET AND N00°20'39"E A DISTANCE OF 330.79 FEET FROM THE SOUTHWEST CORNER OF SECTION 8, T2S, R2W, S.L.B.&M., SALT LAKE COUNTY UTAH;
THENCE N51°34'54"W ALONG THE EAST LINE OF THE KENNECOTT UTAH COPPER UTILITY CORRIDOR A DISTANCE OF 150.00 FEET;
THENCE N17°49'23"W A DISTANCE OF 1647.78 FEET ALONG THE EAST LINE OF THE KENNECOTT UTAH COPPER UTILITY CORRIDOR TO A POINT ON THE SOUTH LINE OF A 120.00 FOOT WIDE ROAD CORRIDOR (COON CANYON ROAD);
THENCE THE FOLLOWING FOUR COURSES ALONG THE SOUTH LINE OF COON CANYON ROAD;
N58°01'02"E A DISTANCE OF 147.20 FEET TO THE POINT OF CURVATURE OF A 500.00 FOOT RADIUS CURVE TO THE LEFT;
138.75 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°53'57" (CHORD BEARS N50°04'03"E A DISTANCE OF 138.30 FEET);
N42°07'04"E A DISTANCE OF 229.39 FEET;
N38°24'17"E A DISTANCE OF 401.59 FEET;
THENCE S88°44'50"E ALONG A BOUNDARY BETWEEN NORTHROP GRUMMAN AND KENNECOTT UTAH COPPER AS DETERMINED BY JOHN STAHL AS REPRESENTED BY HIS 1999 SURVEY (SURVEY NO. 99-09-0650) ON FILE WITH THE SALT LAKE COUNTY RECORDER A DISTANCE OF 1.55 FEET TO A POINT ON THE LINE BETWEEN UNINCORPORATED SALT LAKE COUNTY AND WEST VALLEY CITY;
THENCE S00°20'39"W ALONG SAID COUNTY/CITY BOUNDARY A DISTANCE OF 2313.52 FEET TO THE POINT OF BEGINNING.

AS SURVEYED DESCRIPTION FOR PARCEL NO. 20-05-300-002

A PARCEL OF LAND WITHIN SECTION 5, T2S, R2W, S.L.B.&M.
BEGINNING AT A POINT ON THE LINE BETWEEN UNINCORPORATED SALT LAKE COUNTY AND WEST VALLEY CITY, SAID POINT ALSO LIES ON THE SOUTH LINE OF SECTION 5, S89°19'19"E A DISTANCE OF 1245.31 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 5;
THENCE N00°08'41"W ALONG SAID COUNTY/CITY BOUNDARY A DISTANCE OF 2346.76 FEET;
THENCE S88°44'45"E A DISTANCE OF 934.78 FEET TO A POINT ON THE WEST LINE OF A COUNTY ROAD FORMERLY KNOWN AS COON CANYON ROAD;
THENCE S02°35'52"E ALONG THE WEST LINE OF THE COUNTY ROAD A DISTANCE OF 2340.94 FEET TO A POINT ON THE SOUTH LINE OF SECTION 5;
THENCE N89°19'19"W ALONG SAID SOUTH LINE OF SECTION 5 A DISTANCE OF 897.83 FEET;
THENCE S39°17'00"E A DISTANCE OF 72.24 FEET TO THE POINT OF CURVATURE OF A 1533.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE 483.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°04'28" (CHORD BEARS S30°14'46"E A DISTANCE OF 481.60 FEET);
THENCE S21°12'00"E A DISTANCE OF 1245.31 FEET TO A POINT ON THE NORTH LINE OF A 120.00 FOOT WIDE CORRIDOR FOR COON CANYON ROAD OWNED BY KENNECOTT UTAH COPPER;
THENCE S44°40'27"W ALONG SAID ROAD CORRIDOR A DISTANCE OF 219.14 FEET;
THENCE N21°12'00"W A DISTANCE OF 516.05 FEET;
THENCE S90°00'00"E A DISTANCE OF 58.15 FEET;

THENCE N21°12'00"W A DISTANCE OF 842.00 FEET TO THE POINT OF CURVATURE OF A 1383.00 FOOT RADIUS CURVE TO THE LEFT;
THENCE 428.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'23" (CHORD BEARS N30°04'41"W A DISTANCE OF 426.89 FEET);
THENCE N35°49'59"W A DISTANCE OF 128.29 FEET TO A POINT ON THE BOUNDARY BETWEEN WEST VALLEY CITY AND UNINCORPORATED SALT LAKE COUNTY;
THENCE ALONG SAID CORPORATE BOUNDARY N00°31'06"E A DISTANCE OF 50.90 FEET TO THE POINT OF BEGINNING. CONTAINS 59.76 ACRES

LESS AND EXCEPTING (L&E 1) PARCEL 20-05-300-006, A PARCEL OF LAND OWNED BY MAGNA WATER DISTRICT WITHIN SECTION 5, T2S, R2W, S.L.B.& M. BEGINNING AT A POINT ON THE WEST LINE OF THE COUNTY ROAD WHICH IS S00°03'46"W 3799.86 FEET AND N90°00'00"W A DISTANCE OF 520.05 FEET FROM THE NORTH QUARTER CORNER OF SECTION 5;
THENCE S02°12'21"E ALONG THE WEST LINE OF A 66' WIDE COUNTY ROAD FORMERLY KNOWN AS COON CANYON ROAD A DISTANCE OF 656.31 FEET;
THENCE N89°55'04"W A DISTANCE OF 243.62 FEET;
THENCE N30°39'13"E A DISTANCE OF 140.02 FEET;
THENCE N11°48'55"E A DISTANCE OF 137.48 FEET;
THENCE N15°35'59"W A DISTANCE OF 87.11 FEET;
THENCE N25°19'27"E A DISTANCE OF 91.72 FEET;
THENCE N15°53'41"E A DISTANCE OF 221.72 FEET;
THENCE N45°05'21"E A DISTANCE OF 29.01 FEET;
THENCE S89°47'34"E A DISTANCE OF 21.75 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING (L&E 2) PARCEL 20-05-300-003, A PARCEL OF LAND OWNED BY NORTHROP GRUMMAN WITHIN SECTION 5, T2S, R2W, S.L.B.& M. BEGINNING AT A POINT S89°19'19"E ALONG THE SECTION LINE A DISTANCE OF 1352.88, AND N00°40'34"E A DISTANCE OF 49.50 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE N39°17'41"W A DISTANCE OF 146.40 FEET; THENCE S89°19'26"E A DISTANCE OF 146.85 FEET; THENCE S00°40'34"W A DISTANCE OF 112.20 FEET; THENCE N89°19'26"W A DISTANCE OF 52.80 FEET TO THE POINT OF BEGINNING.

AS SURVEYED DESCRIPTION FOR PARCEL NO. 20-08-400-003

A PARCEL OF LAND WITHIN SECTION 8, T2S, R2W, S.L.B.&M, SALT LAKE COUNTY, UTAH BEGINNING AT A POINT ON THE EAST LINE OF THE KENNECOTT UTAH COPPER UTILITY CORRIDOR WHICH IS S89°45'24"E ALONG THE SECTION LINE, AS CURRENTLY MONUMENTED BY THE SALT LAKE COUNTY SURVEYOR A DISTANCE OF 1240.87 FEET AND N00°20'39"E ALONG THE BOUNDARY BETWEEN UNINCORPORATED SALT LAKE COUNTY AND WEST VALLEY CITY A DISTANCE OF 330.79 FEET FROM THE SOUTHWEST CORNER OF SECTION 8 T2S, R2W, S.L.B. & M.
THENCE N00°20'39"E ALONG SAID COUNTY/CITY BOUNDARY A DISTANCE OF 2313.52 FEET TO A POINT ON THE BOUNDARY DETERMINED BY JOHN STAHL AS REPRESENTED BY HIS 1999 SURVEY (SURVEY NO. 99-09-0650) ON FILE WITH THE SALT LAKE COUNTY RECORDER BETWEEN NORTHROP GRUMMAN AND KENNECOTT UTAH COPPER;
THENCE S88°44'50"E ALONG THE 1999 JOHN STAHL BOUNDARY A DISTANCE OF 1153.46 FEET;
THENCE 394.36 FEET ALONG THE ARC OF A 1055.36 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 21°24'35" (CHORD BEARS N31°54'18"W A DISTANCE OF 392.07 FEET);

THENCE N21°12'00"W A DISTANCE OF 433.63 FEET TO A POINT ON THE SOUTH LINE OF A 120.00 FOOT WIDE CORRIDOR FOR COON CANYON ROAD OWNED BY KENNECOTT UTAH COPPER;
THENCE N44°40'27"E ALONG SAID ROAD CORRIDOR A DISTANCE OF 219.14 FEET;
THENCE S21°12'00"E A DISTANCE OF 523.20 FEET TO THE POINT OF CURVATURE OF A 855.36 FOOT RADIUS CURVE TO THE LEFT;
THENCE 541.94 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°18'06" (CHORD BEARS S39°21'03"E A DISTANCE OF 532.92 FEET);
THENCE S88°44'50"E ALONG THE 1999 JOHN STAHL BOUNDARY A DISTANCE OF 1815.13 FEET TO A POINT ON THE WEST LINE OF UTAH STATE HIGHWAY 111;
THENCE S58°50'54"E ALONG THE WEST LINE OF THE HIGHWAY A DISTANCE OF 365.94 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;
THENCE CONTINUING ALONG THE WEST LINE OF THE HIGHWAY 631.69 FEET ALONG SAID CURVE HAVING A RADIUS OF 5624.70 FEET THROUGH A CENTRAL ANGLE OF 6°26'05" (CHORD BEARS S55°37'51"E A DISTANCE OF 631.37 FEET);
THENCE LEAVING THE HIGHWAY RIGHT OF WAY S00°16'16"W A DISTANCE OF 95.33 FEET;
THENCE S89°58'02"W A DISTANCE OF 433.09 FEET;
THENCE N83°06'46"W A DISTANCE OF 2544.94 FEET;
THENCE 1956.33 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3470.00 FEET THROUGH A CENTRAL ANGLE OF 32°18'09" (CHORD BEARS S12°53'16"W A DISTANCE OF 1930.52 FEET);
THENCE S88°10'38"W ALONG THE EAST LINE OF THE UTILITY CORRIDOR A DISTANCE OF 742.92 FEET TO A POINT ON THE LINE BETWEEN UNINCORPORATED SALT LAKE COUNTY AND WEST VALLEY CITY TO THE POINT OF BEGINNING.

AS SURVEYED DESCRIPTION FOR PARCEL NO. 20-10-400-020-4002

A PARCEL OF LAND WITHIN THE NORTHEAST QUARTER OF SECTION 3, T2S, R2W, S.L.B.&M, SALT LAKE COUNTY, UTAH
BEGINNING A POINT ON THE EAST LINE OF SECTION 3, T2S, R2W, S.L.B.&M., WEST VALLEY CITY, SALT LAKE COUNTY, UTAH WHICH IS S00°13'22"E ALONG THE SECTION LINE A DISTANCE OF 1738.85 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 3;
THENCE CONTINUING ALONG THE EAST LINE OF SECTION 3 S00°13'22"E A DISTANCE OF 35.14 FEET;
THENCE S89°46'37"W A DISTANCE OF 111.01 FEET;
THENCE N00°13'22"W A DISTANCE OF 62.91 FEET TO A POINT ON THE SOUTH LINE OF A RAIL CORRIDOR KNOWN AS THE BLACK ROCK SPUR OF THE DENVER AND RIO GRANDE WESTERN RAILROAD;
THENCE S76°10'37"E ALONG THE SOUTH LINE OF SAID RAIL CORRIDOR A DISTANCE OF 114.43 FEET TO THE POINT OF BEGINNING.

AS SURVEYED DESCRIPTION FOR PARCEL NO. 20-10-400-020-4003

A PARCEL OF LAND WITHIN SECTIONS 3, 4, 5, 8, 9 & 10, T2S, R2W, S.L.B.&M. , SALT LAKE COUNTY, UTAH DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT WHICH IS N00°16'16"E ALONG THE BOUNDARY DETERMINED BY JOHN STAHL AS REPRESENTED BY HIS 1999 SURVEY (SURVEY NO. 99-09-0650) ON FILE WITH THE SALT LAKE COUNTY RECORDER A DISTANCE OF 2193.14 FEET FROM A POINT WHICH IS S28°51'15"W A DISTANCE OF 170.48 FROM THE CURRENTLY MONUMENTED SOUTHWEST CORNER OF SECTION 9;
SAID CORNER IS A 1982 SALT LAKE COUNTY SURVEYOR MONUMENT;
THENCE N82°20'20"E A DISTANCE OF 257.49 FEET;

THENCE N67°44'07"E A DISTANCE OF 849.70 FEET;
THENCE S52°07'45"E A DISTANCE OF 1142.59 FEET;
THENCE S79°48'06"E A DISTANCE OF 1753.74 FEET;
THENCE N89°36'29"E A DISTANCE OF 1765.85 FEET TO A POINT ON THE EAST LINE OF SECTION 9;
THENCE N00°34'05"W ALONG THE EAST LINE OF SECTION 9 A DISTANCE OF 278.32 FEET;
THENCE N89°36'29"E A DISTANCE OF 787.16 FEET;
THENCE N00°23'32"W A DISTANCE OF 704.66 FEET;
THENCE N56°26'09"E A DISTANCE OF 538.63 FEET;
THENCE S88°48'50"E A DISTANCE OF 776.61 FEET;
THENCE N00°23'31"W A DISTANCE OF 2042.99 FEET;
THENCE N29°08'23"E A DISTANCE OF 2223.06 FEET;
THENCE N00°23'31"W A DISTANCE OF 2663.89 FEET TO A POINT ON THE SOUTH LINE OF A RAIL CORRIDOR
KNOWN AS THE BLACK ROCK SPUR OF THE DENVER & RIO GRANDE WESTERN RAILROAD;
THENCE THE FOLLOWING TWO (2) COURSES ALONG THE SOUTH LINE OF SAID RAIL CORRIDOR;
715.91 FEET ALONG THE ARC OF A 3487.87 FOOT RADIUS NON-TANGENT CURVE CONCAVE
NORTHEASTERLY
THROUGH A CENTRAL ANGLE OF 11°45'37" (CHORD BEARS N68°03'28"W A DISTANCE OF 714.66 FEET);
N62°10'07"W A DISTANCE OF 202.71 FEET;
THENCE N27°49'53"E A DISTANCE OF 99.97 FEET TO A POINT ON THE NORTH LINE OF BLACK ROCK RAIL
CORRIDOR;
THENCE N00°24'25"W A DISTANCE OF 424.89 FEET;
THENCE S89°35'42"W A DISTANCE OF 239.91 FEET;
THENCE N00°11'31"W A DISTANCE OF 313.76 FEET TO A POINT ON THE NORTH LINE OF SECTION 3, T2S,
R2W, S.L.B.&M.;
THENCE S89°48'02"W ALONG THE NORTH LINE OF SECTION 3 A DISTANCE OF 1632.25 FEET;
THENCE THE FOLLOWING THREE COURSES ALONG THE SOUTH LINE OF THE BLACK ROCK RAIL CORRIDOR;
S73°23'16"E A DISTANCE OF 330.97 FEET TO THE POINT OF CURVATURE OF A 3387.87 FOOT RADIUS
CURVE TOO THE RIGHT;
662.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°12'38" (CHORD BEARS S67°46'57"E
A DISTANCE OF 661.82 FEET);
S62°10'37"E A DISTANCE OF 42.72 FEET;
THENCE THE FOLLOWING FOURTEEN (14) COURSES ALONG THE BOUNDARY BETWEEN LAND OWNED BY
THE UNITED STATES OF AMERICA AND NORTHROP GRUMMAN INNOVATION SYSTEMS;
S01°15'18"W A DISTANCE OF 2307.44 FEET; N88°44'42"W A DISTANCE OF 2113.32 FEET;
S01°15'18"W A DISTANCE OF 311.55 FEET; S88°44'42"E A DISTANCE OF 911.32 FEET;
S01°15'19"W A DISTANCE OF 331.00 FEET; N88°44'42"W A DISTANCE OF 211.32 FEET;
S01°15'18"W A DISTANCE OF 707.45 FEET; N88°44'42"W A DISTANCE OF 412.76 FEET;
N51°12'42"W A DISTANCE OF 1339.52 FEET; N01°15'18"E A DISTANCE OF 533.93 FEET;
N88°44'42"W A DISTANCE OF 3195.68 FEET; N01°08'32"E A DISTANCE OF 574.47 FEET;
N88°44'42"W A DISTANCE OF 3139.41 FEET;
N43°49'24"W A DISTANCE OF 158.61 FEET;
THENCE N00°09'12"W ALONG THE EAST LINE OF HIGHWAY 111 A DISTANCE OF 1781.95 FEET TO A POINT
ON THE NORTH LINE OF SECTION 5, T2S, R2W, S.L.B. & M.;
THENCE S89°59'14"W ALONG THE NORTH LINE OF SAID SECTION 5 A DISTANCE OF 42.12 FEET TO THE
NORTH QUARTER CORNER OF SECTION 5;
THENCE N89°41'35"W ALONG THE NORTH LINE OF SECTION 5, T2S, R2W, S.L.B. & M. A DISTANCE OF 57.98
FEET;

THENCE S81°19'08"W A DISTANCE OF 64.56 TO THE EAST LINE OF PARCEL 20-05-100-006 OWNED BY MAGNA WATER DISTRICT;
THENCE S00°27'03"E ALONG THE EAST LINE OF THE MAGNA WATER PARCEL A DISTANCE OF 645.51 FEET;
THENCE S26°05'20"W ALONG THE SOUTH LINE OF A 66 FOOT WIDE SALT LAKE COUNTY ROAD RIGHT OF WAY FORMERLY KNOWN AS COON CANYON ROAD A DISTANCE OF 1012.99 FEET TO AN ANGLE POINT IN THE ROADWAY;
THENCE S02°19'47"E ALONG THE EAST LINE OF THE COUNTY ROAD RIGHT OF WAY A DISTANCE OF 30.94 FEET;
THENCE LEAVING THE ROAD RIGHT-OF-WAY S89°18'26"E A DISTANCE OF 309.06 FEET;
THENCE S00°41'34"W A DISTANCE OF 297.00 FEET;
THENCE N89°18'26"W A DISTANCE OF 293.37 FEET TO A POINT ON THE EAST LINE OF A 66 FOOT WIDE SALT LAKE COUNTY ROAD RIGHT OF WAY FORMERLY KNOWN AS COON CANYON ROAD;
THENCE THE FOLLOWING TWO (2) COURSES ALONG THE EAST LINE OF THE SALT LAKE COUNTY ROAD RIGHT OF WAY;
S02°19'52"E A DISTANCE OF 734.84 FEET;
S02°35'52"E A DISTANCE OF 2603.09 FEET TO A POINT ON THE NORTH LINE OF SECTION 8, T2S, R2W, S.L.B.& M.;
THENCE N89°19'19"W ALONG SAID NORTH LINE OF SECTION 8 A DISTANCE OF 930.88 FEET;
THENCE S39°17'00"E A DISTANCE OF 72.24 FEET TO THE POINT OF CURVATURE OF A 1533.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE 483.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°04'28" (CHORD BEARS S30°14'46"E A DISTANCE OF 481.60 FEET);
THENCE S21°12'00"E A DISTANCE OF 1245.31 FEET TO A POINT ON THE NORTH LINE OF A 120.00 FOOT WIDE CORRIDOR FOR COON CANYON ROAD OWNED BY KENNECOTT UTAH COPPER;
THENCE S44°40'27"W ALONG SAID ROAD CORRIDOR A DISTANCE OF 219.14 FEET;
THENCE N21°12'00"W A DISTANCE OF 516.05 FEET;
THENCE S90°00'00"E A DISTANCE OF 58.15 FEET;
THENCE N21°12'00"W A DISTANCE OF 842.00 FEET TO THE POINT OF CURVATURE OF A 1383.00 FOOT RADIUS CURVE TO THE LEFT;
THENCE 428.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'23" (CHORD BEARS N30°04'41"W A DISTANCE OF 426.89 FEET);
THENCE N35°49'59"W A DISTANCE OF 128.29 FEET TO A POINT ON THE BOUNDARY BETWEEN WEST VALLEY CITY AND UNINCORPORATED SALT LAKE COUNTY;
THENCE ALONG SAID CORPORATE BOUNDARY N00°31'06"E A DISTANCE OF 50.90 FEET TO A POINT ON THE NORTH LINE OF SECTION 8;

THENCE N89°19'19"W ALONG THE NORTH LINE OF SECTION 8 A DISTANCE OF 37.53 FEET TO A POINT ON THE BOUNDARY DETERMINED BY JOHN STAHL AS REPRESENTED BY HIS 1999 SURVEY (SURVEY NO. 99-09-0650) ON FILE WITH THE SALT LAKE COUNTY RECORDER;
THENCE S00°20'29"W ALONG THE 1999 JOHN STAHL BOUNDARY BETWEEN NORTHRUP GRUMMAN INNOVATION SYSTEMS AND KENNECOTT UTAH COPPER A DISTANCE OF 2624.70 FEET;
THENCE S88°44'50"E ALONG THE 1999 JOHN STAHL BOUNDARY A DISTANCE OF 1186.58 FEET;
THENCE 394.36 FEET ALONG THE ARC OF A 1055.36 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 21°24'35" (CHORD BEARS N31°54'18"W A DISTANCE OF 392.07 FEET);
THENCE N21°12'00"W A DISTANCE OF 433.63 FEET TO A POINT ON THE SOUTH LINE OF A 120.00 FOOT WIDE CORRIDOR FOR COON CANYON ROAD OWNED BY KENNECOTT UTAH COPPER;
THENCE N44°40'27"E ALONG SAID ROAD CORRIDOR A DISTANCE OF 219.14 FEET;

THENCE S21°12'00"E A DISTANCE OF 523.20 FEET TO THE POINT OF CURVATURE OF A 855.36 FOOT RADIUS CURVE TO THE LEFT;
THENCE 541.94 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°18'06" (CHORD BEARS S39°21'03"E A DISTANCE OF 532.92 FEET);
THENCE S88°44'50"E ALONG THE 1999 JOHN STAHL BOUNDARY A DISTANCE OF 1815.13 FEET TO A POINT ON THE WEST LINE OF UTAH STATE HIGHWAY 111;
THENCE S58°50'54"E ALONG THE WEST LINE OF THE HIGHWAY A DISTANCE OF 365.94 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;
THENCE CONTINUING ALONG THE WEST LINE OF THE HIGHWAY 631.69 FEET ALONG SAID CURVE HAVING A RADIUS OF 5624.70 FEET THROUGH A CENTRAL ANGLE OF 6°26'05" (CHORD BEARS S55°37'51"E A DISTANCE OF 631.37 FEET) TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM LAND WITHIN THE UTAH STATE HIGHWAY 111 RIGHT-OF-WAY. BEGINNING AT A POINT WHICH IS N00°16'16"E ALONG THE BOUNDARY DETERMINED BY JOHN STAHL AS REPRESENTED BY HIS 1999 SURVEY (SURVEY NO. 99-09-0650) ON FILE WITH THE SALT LAKE COUNTY RECORDER A DISTANCE OF 2193.14 FEET FROM A POINT WHICH IS S28°51'15"W A DISTANCE OF 170.48 FROM THE CURRENTLY MONUMENTED SOUTHWEST CORNER OF SECTION 9;
SAID CORNER IS A 1982 SALT LAKE COUNTY SURVEYOR MONUMENT;
THENCE NORTHWESTERLY 631.69 FEET ALONG THE ARC OF A NON-TANGENT 5624.70 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 06°26'05" (CHORD BEARS N55°37'51"W A DISTANCE OF 631.37 FEET);
THENCE N58°50'54"W A DISTANCE OF 365.94 FEET;
THENCE N57°57'07"W A DISTANCE OF 453.38 FEET;
THENCE N59°20'50"W A DISTANCE OF 166.21 FEET;
THENCE NORTHWESTERLY 827.93 FEET ALONG THE ARC OF A NON-TANGENT 3557.90 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 13°19'58" (CHORD BEARS N46°10'07"W A DISTANCE OF 826.06 FEET);
THENCE N42°37'43"W A DISTANCE OF 634.39 FEET;
THENCE N16°50'40"W A DISTANCE OF 960.44 FEET;
THENCE S85°12'36"W A DISTANCE OF 179.87 FEET;
THENCE NORTHERLY 66.00 FEET ALONG THE ARC OF A NON-TANGENT 3562.90 FOOT RADIUS CURVE CONCAVE EASTERLY THROUGH A CENTRAL ANGLE OF 01°03'41" (CHORD BEARS N13°17'19"W A DISTANCE OF 66.00 FEET);
THENCE N67°56'59"E A DISTANCE OF 180.00 FEET;
THENCE N04°56'40"W A DISTANCE OF 279.06 FEET;
THENCE NORTHERLY 492.61 FEET ALONG THE ARC OF A NON-TANGENT 3537.90 FOOT RADIUS CURVE CONCAVE EASTERLY THROUGH A CENTRAL ANGLE OF 07°58'40" (CHORD BEARS N03°50'53"W A DISTANCE OF 492.23 FEET);
THENCE N00°08'27"E A DISTANCE OF 2121.30 FEET;
THENCE N05°34'11"W A DISTANCE OF 201.00 FEET;
THENCE N00°08'27"E A DISTANCE OF 300.00 FEET;
THENCE N02°21'54"E A DISTANCE OF 1441.97 FEET;
THENCE N59°38'07"W A DISTANCE OF 49.97 FEET;
THENCE N00°27'03"W A DISTANCE OF 645.51 FEET;
THENCE N81°19'08"E A DISTANCE OF 64.56 TO A POINT ON THE NORTH LINE OF SECTION 5, T2S, R2W, S.L.B.&M.
THENCE S89°41'35"E ALONG THE NORTH LINE OF SECTION 5 A DISTANCE OF 57.98 TO THE NORTH QUARTER CORNER OF SECTION 5;

THENCE N89°59'14"E ALONG THE NORTH LINE OF SECTION 5 A DISTANCE OF 142.11 FEET;
THENCE LEAVING THE NORTH LINE OF SECTION 5 S00°08'27"W A DISTANCE OF 88.62 FEET;
THENCE SOUTHWESTERLY 109.96 FEET ALONG THE ARC OF A NON-TANGENT 70.00 FOOT RADIUS CURVE
CONCAVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS S45°08'27"W A
DISTANCE OF 98.99 FEET);
THENCE S00°08'27"W A DISTANCE OF 763.00 FEET;
THENCE S02°24'14"E A DISTANCE OF 900.89 FEET;
TEHNCE S00°08'27"W A DISTANCE OF 600.00 FEET;
THENCE S05°51'06"W A DISTANCE OF 201.00 FEET;
THENCE S00°08'27"W A DISTANCE OF 2121.30 FEET;
THENCE SOUTHERLY 1507.52 FEET ALONG THE ARC OF A NON-TANGENT 3337.90 FOOT RADIUS CURVE
CONCAVE EASTERLY THROUGH A CENTRAL ANGLE OF 25°52'37" (CHORD BEARS S12°47'51"E A DISTANCE
OF 1494.76 FEET);
THENCE S39°06'27"E A DISTANCE OF 197.09 FEET;
THENCE S32°52'56"E A DISTANCE OF 314.09 FEET;
THENCE SOUTHEASTERLY 121.21 FEET ALONG THE ARC OF A NON-TANGENT 150.00 FOOT RADIUS CURVE
CONCAVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 46°17'57" (CHORD BEARS S56°36'26"E A
DISTANCE OF 117.94 FEET);
THENCE S33°27'27"E A DISTANCE OF 410.00 FEET;
THENCE EASTERLY 86.73 FEET ALONG THE ARC OF A NON-TANGENT 50.00 FOOT RADIUS CURVE CONCAVE
NORTHERLY THROUGH A CENTRAL ANGLE OF 99°23'13" (CHORD BEARS S83°09'03"E A DISTANCE OF 76.26
FEET);
THENCE S42°52'06"E A DISTANCE OF 95.00 FEET;
THENCE S43°41'04"W A DISTANCE OF 125.00 FEET;
THENCE S46°10'14"E A DISTANCE OF 23.80 FEET;
THENCE N63°09'24"E A DISTANCE OF 21.27 FEET;
THENCE S47°39'04"E A DISTANCE OF 138.65 FEET;
THENCE S45°42'38"E A DISTANCE OF 216.41 FEET;
THENCE S55°20'37"E A DISTANCE OF 294.67 FEET;
THENCE S62°34'36"E A DISTANCE OF 299.58 FEET;
THENCE S59°00'13"E A DISTANCE OF 370.46 FEET;
THENCE SOUTHEASTERLY 835.44 FEET ALONG THE ARC OF A NON-TANGENT 5809.70 FOOT RADIUS
CURVE CONCAVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 08°14'21" (CHORD BEARS
S54°43'22"E A DISTANCE OF 834.72 FEET);
THENCE S82°20'20"W A DISTANCE OF 257.49 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM A PORTION OF THE BLACK ROCK SPUR OF THE DENVER AND RIO
GRANDE WESTERN RAILROAD 50 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTER LINE SIDE
LINES SHALL BE SHORTENED OR EXTENDED TO MATCH THE BOUNDARIES CALLED FOR IN THE
DESCRIPTION DESCRIBED AS FOLLOWS:

BEGINNING N89°48'02"E ALONG THE NORTH LINE OF SECTION 3, T2S, R2W, S.L.B.&M. FROM THE
NORTHEAST CORNER OF SAID SECTION 3 A DISTANCE OF 632.56 FEET TO A POINT ON THE CENTER LINE
OF THE RAIL CORRIDOR;
THENCE S73°F23'16"E A DISTANCE OF 165.48 FEET TO THE POINT OF CURVATURE OF A 3437.87 FOOR
RADIUS CURVE TO THE RIGHT;
THENCE 672.66 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°12'38" (CHORD BEARS
S67°46'57"E A DISTANCE OF 671.59 FEET);

THENCE S62°10'37"E A DISTANCE OF 1017.30 FEET TO THE POINT OF TERMINUS OF THE RAIL CENTER LINE DESCRIBED HEREIN;

AS SURVEYED DESCRIPTION OF PARCEL NO. 20-10-400-020-4004

A PARCEL OF LAND WITHIN THE SOUTHEAST QUARTER OF SECTION 3, T2S, R2W, S.L.B.&M, SALT LAKE COUNTY, UTAH

BEGINNING A POINT ON THE EAST LINE OF SECTION 3, T2S, R2W, S.L.B.&M., WEST VALLEY CITY, SALT LAKE COUNTY, UTAH WHICH IS N00°13'53"W ALONG THE SECTION LINE A DISTANCE OF 141.51 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 3;

THENCE S89°45'10"W A DISTANCE OF 104.65 FEET;

THENCE N00°12'50"E A DISTANCE OF 141.49 FEET;

THENCE N80°16'30"E A DISTANCE OF 104.99 FEET TO A POINT ON THE EAST LINE OF SECTION 3;

THENCE S00°13'53"E ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 158.78 FEET TO THE POINT OF BEGINNING.

AS SURVEYED DESCRIPTION OF PARCEL NO. 20-10-400-020-4005

A PARCEL OF LAND WITHIN THE SOUTH HALF OF SECTION 10, T2S, R2W, S.L.B.&M, SALT LAKE COUNTY, UTAH

BEGINNING AT A POINT ON THE EAST LINE OF SECTION 10, WHICH IS N00°03'41"W A DISTANCE OF 1584.36 FEET FROM THE SOUTHEAST CORNER OF SECTION 10;

THENCE THE FOLLOWING FOUR COURSES ALONG THE WEST LINE OF MOUNTAIN VIEW CORRIDOR;

(1)S0003'41"E A DISTANCE OF 111.51 FEET,

(2)ALONG THE ARC OF A 2627.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE SOUTHEASTERLY A DISTANCE OF 65.32 FEET THROUGH A CENTRAL ANGLE OF 1°25'29" (CHORD BEARS S30°17'08"W, 65.32 FEET); (3)S00°03'42"E A DISTANCE OF 10.14 FEET;

(4)ALONG THE ARC OF A 2622.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE SOUTHEASTERLY A DISTANCE OF 660.96 FEET THROUGH A CENTRAL ANGLE OF 14°26'35" (CHORD BEARS S22°09'34"W, 659.21 FEET);

THENCE LEAVING THE WEST BOUNDARY OF MOUNTAIN VIEW CORRIDOR N88°43'49"W A DISTANCE OF 514.62 FEET;

THENCE S01°03'04"W A DISTANCE OF 144.67 FEET; THENCE N89°53'35"W A DISTANCE OF 444.96 FEET;

THENCE N28°50'29"W A DISTANCE OF 38.44 FEET;

THENCE N00°20'34"E A DISTANCE OF 282.44 FEET; THENCE N88°30'05"W A DISTANCE OF 431.34 FEET;

THENCE N00°52'00"E A DISTANCE OF 31.12 FEET;

THENCE S89°51'51"W A DISTANCE OF 340.43 FEET; THENCE S00°09'41"W A DISTANCE OF 299.22 FEET;

THENCE N89°53'36"W A DISTANCE OF 307.71 FEET;

THENCE N44°18'00"W A DISTANCE OF 27.00 FEET; THENCE N01°16'40"E A DISTANCE OF 81.19 FEET;

THENCE N41°27'39"W A DISTANCE OF 43.13 FEET;

THENCE N01°16'36"E A DISTANCE OF 48.35 FEET; THENCE N88°43'14"W A DISTANCE OF 95.40 FEET;

THENCE N01°16'46"E A DISTANCE OF 310.00 FEET;

THENCE N87°27'32"W A DISTANCE OF 454.11 FEET; THENCE S01°16'46"W A DISTANCE OF 696.49 FEET;

THENCE N88°43'29"W A DISTANCE OF 135.07 FEET;

THENCE N01°04'56"E A DISTANCE OF 67.50 FEET; THENCE N43°43'50"W A DISTANCE OF 562.32 FEET;

THENCE N89°16'38"W A DISTANCE OF 774.37 FEET; THENCE N88°23'38"W A DISTANCE OF 549.90 FEET;

THENCE N01°36'20"E A DISTANCE OF 100.00 FEET; THENCE S88°23'38"E A DISTANCE OF 315.67 FEET;

THENCE N00°23'31"W A DISTANCE OF 40.03 FEET; THENCE S88°23'38"E A DISTANCE OF 234.55 FEET;
THENCE S89°16'38"E A DISTANCE OF 818.40 FEET; THENCE N40°31'18"E A DISTANCE OF 149.96 FEET;
THENCE N89°09'11"E A DISTANCE OF 328.51 FEET; THENCE S88°38'49"E A DISTANCE OF 1450.39 FEET;
THENCE S88°42'58"E A DISTANCE OF 251.83 FEET; THENCE S80°56'07"E A DISTANCE OF 1055.79 FEET;
THENCE N21°32'47"E A DISTANCE OF 9.47 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT
2911.44 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;
THENCE 478.13 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9°24'34" (CHORD BEARS
N26°15'04"E A DISTANCE OF 477.60 FEET);
THENCE N00°03'41"W A DISTANCE OF 107.80 FEET
THENCE 44.72 FEET ALONG THE ARC OF A NON-TANGENT 66.36 FOOT RADIUS CURVE CONCAVE
NORTHERLY THROUGH A CENTRAL ANGLE OF 38°36'33" (CHORD BEARS S48°50'06"E A DISTANCE OF 43.88
FEET); TO THE POINT OF BEGINNING.

Exhibit 3

West Valley City Municipal Code Sections 7-14-501 through 7-14-505
(As in effect as of the date of these Restrictive Covenants)

PART 5 – OVERPRESSURE OVERLAY ZONES

7-14-501. PURPOSE.

The Overpressure Overlay Zones are intended to minimize the adverse impacts associated with potential accidental exposures. The property within the Overpressure zones may be subject to significant Overpressure waves and fragments generated from the manufacture, handling or storage of energetic material. In order to preserve the health, safety and welfare of residents in the area, this ordinance establishes certain requirements for the type and installation of windows in new construction and sets forth certain notification requirements.

7-14-502. OVERPRESSURE ZONES AND LAND USES.

(1) There are three graduations of Overpressure exposure as follows:

a. *Zone A.* In areas exposed to Overpressures greater than or equal to 0.5 pounds per square inch (psi) no structural Development shall be allowed without the certification set forth in Section 7-14-503, unless said structural Development is related to a facility existing as of January 1, 1990 for the testing of explosives, rockets, and similar materials and devices.

b. *Zone B.* In areas between 0.5 and 0.35 psi, residential Uses of various densities are allowed. In other zones, residential Uses shall only be allowed if the Uses are accessory to a Primary Commercial, industrial, or educational Use. All other Uses, such as Commercial/industrial Uses shall only be allowed as provided in Section 7-14-503 below.

c. *Zone C.* In areas between 0.35 and 0.2 psi, residential Uses of various densities are allowed. All other Uses such as Commercial/industrial land uses shall only be allowed as provided in Section 7-14-503 below.

(2) These three Overpressure Zones are defined by circles on the official West Valley City Zoning map in the southwest quadrant of the City.

(3) Where a question exists in defining the location of an Overpressure line on the ground, the provisions of the most restrictive zone shall apply to the entire Structure divided by the line.

7-14-503. COMMERCIAL/INDUSTRIAL USES.

Where a Use other than a residential Use is proposed, calculations shall be submitted by a licensed engineer who specializes in structural engineering certifying that any proposed Structures are designed to withstand up

to 0.5 psi on all exterior horizontal and vertical surfaces.

7-14-504. EXISTING ZONING ORDINANCES.

(1) The requirements contained in this Chapter do not change the regulations of the existing Zoning Ordinances other than limiting the land to certain Uses as provided in this Chapter and 7-14-503 above and adding certain notification requirements and glass requirements for windows.

(2) The provisions of Section 7-14-502 do not automatically authorize the residential Uses listed. The proper Zoning shall still be required and an application for a Zoning change or Conditional Use shall still be approved or denied based on the criteria used for any other Zoning change request or Conditional Use application.

7-14-505. GLASS REQUIREMENTS – WINDOWS, DOORS, AND SKYLIGHTS.

(1) In all new construction or any Building addition requiring a building permit located in an Overpressure zone, the following types and maximum sizes of glass or glass substitutes for windows, doors and skylights shall be required:

a. In Zone B (0.35 psi to 0.50 psi), either the glass types in subsection (i) or the glass substitute in subsection (ii) as set forth below may be allowed:

i. If glass is used, the following glass and glass types shall be required:

Maximum Area	Glass Type
6.0 SF	1/4" laminated
12.0 SF	3/8" laminated
17.5 SF	5/32" fully-tempered
26.5 SF	3/16" fully-tempered
40.0 SF	1/4" fully-tempered

Single regular (annealed) glass, heat-strengthened (partially tempered) glass, and wired glass shall not be permitted.

ii. If a glass substitute is used, all inboard windows or all outboard windows, but not both, shall be non-lockable and shall be constructed of material conforming to federal specification FSL-P-507 and to the following minimum thicknesses:

Maximum Size	Minimum Size
3' Wide	1/4" thickness
3' to 4' Wide	3/8" thickness

No glass substitute wider than four feet shall be permitted.

b. In Zone C (0.2 psi to 0.35 psi), either the glass types in subsection (i) or the glass substitute in subsection (ii) as set forth below may be allowed:

i. If glass is used, the following glass and glass types shall be required:

Minimum Area	Glass Type
8.0 SF	1/4" laminated
17.0 SF	3/8" laminated
25.5 SF	5/32" fully-tempered
37.5 SF	3/16" fully-tempered
60.0 SF	1/4" fully-tempered

Single regular (annealed) glass, heat-strengthened (partially tempered) glass, and wired glass shall not be permitted.

ii. If a glass substitute is used, all inboard windows or all outboard windows, but not both, shall be non-lockable and shall be constructed of material conforming to federal specification F8L-P-507 and to the following minimum thickness:

Maximum Size	Minimum Thickness
3' Wide	3/16" thickness
3' to 4' Wide	1/4" thickness

No window wider than four feet shall be permitted.

(2) All glass (inboard and outboard), whether factory-fabricated insulated glass, combinations of prime and storm windows, or combinations of prime and storm doors, shall comply with the requirements of paragraph (A). An exception is the outboard pane of any double glazed window whose top edge is 24" or less above Grade. This glass may be regular (annealed) glass complying with all other applicable Uniform Building Code requirements.

(3) The laminated and fully-tempered glass shall be certified by the Safety Glazing Certification Council

and be so designated on a permanent monogram.

(4) Factory fabricated insulating glass shall be certified by the Insulating Glass Certification Council and be so marked.

(5) The requirements of this section shall be met when any windows, doors or skylights are replaced or added in any Structures which originally had to comply with this section.

RESOLUTION

2024-01

RESOLUTION NO. 2024-01

A RESOLUTION OF THE MAGNA WATER DISTRICT SUPPORTING AN APPLICATION TO HOLD ELECTIONS TO THE BOARD OF TRUSTEES DURING THE REGULAR GENERAL ELECTION CYCLE UNDER UTAH CODE § 17B-1-306(14)

WHEREAS, the Magna Water District (the “**District**”) is a special district under Utah Code § 17B-2a-401 et seq., for the purpose of providing water and sewer service to its residents; and

WHEREAS, the District’s constituents include residents of Magna City, West Valley City, and portions of unincorporated Salt Lake County; and

WHEREAS, the District currently holds its elections during the municipal election cycle on odd numbered years, meaning that its next election will occur in 2025; and

WHEREAS, Utah Code §§ 17B-1-303(8) and 17B-1-306(14) allow special districts to apply to the Lieutenant Governor’s Office to request permission to change their election year for membership on the Board of Trustees (the “**Board**”); and

WHEREAS, the Board believes it would be in the best interest of its residents to switch the District’s election to the regular general election cycle on even years due to: (1) cost savings; (2) a probable increase in voter turnout; and (3) other material reasons including the avoidance of voter confusion between election ballots between the District and Magna City, both of which share the “Magna” name, and to avoid confusion if members of the Magna City Council run for election to the Board, and vice versa; and

WHEREAS, under Utah Code § 17B-1-306(14)(c) the Lieutenant Governor may grant permission to switch the election for a special district’s board of trustees to the regular general election cycle instead of the municipal general election cycle if there is potential cost savings, the potential for increased voter turnout, or another material reason.

NOW, THEREFORE, BASED ON THE REASONS SET FORTH ABOVE, IT IS HEREBY RESOLVED, by Board that:

1. The General Manger is instructed and authorized to sign and submit the attached application to the Lieutenant Governor under Utah Code 17B-1-306(14) requesting permission to

hold the District’s elections during the general election cycle instead of the municipal election cycle, in which case the next election to the Board would occur in 2026 instead of 2025.

2. District staff is instructed and authorized to work with the Lieutenant Governor's office and the Salt Lake County Clerk's office to quickly transition the change in the District's election cycle so notice of the same might be provided to the District's constituents, which notice will include language that the change in the District’s election will not affect nor change the elections for officers in Manga City or West Valley City.

APPROVED and ADOPTED this 16th day of May 2024.

MAGNA WATER DISTRICT

By: _____

Mick Sudbury, Chair

ATTEST

LeIsle Fitzgerald, District Clerk

Voting:

Dan L. Stewart voting _____
Mick Sudbury voting _____
Jeff White voting _____

**ELECTION
CHANGE
APPLICATION**



BOARD OF TRUSTEES
Mick Sudbury, Chairman
Jeff White
Dan L. Stewart

GENERAL MANAGER
Clint Dilley, P.E

Lt. Governor Deidre M. Henderson
Utah State Capitol Complex
350 North State Street, Suite 220
Salt Lake City, Utah 84114-2325

Re: Application to Change Election Date for Magna Water District, Pursuant to Utah Code §§ 17B-1-303(8) and 17B-1-306(14), from the Municipal Election Cycle to General Election Cycle

Dear Lt. Governor Henderson:

The Magna Water District submits this application pursuant to Utah Code §§ 17B-1-303(8) and 17B-1-306(14) to change its election cycle from the municipal election cycle in odd-numbered years to the general election cycle in even-numbered years. This change would allow the District to hold its next election in 2026 instead of 2025. The District Board adopted the attached Resolution supporting this application on May 16, 2024.

The District believes a change to the general election cycle will be beneficial for its constituents and satisfies the required criteria in Utah Code § 17B-1-306(14). First, the Board believes the District will have a greater voter turnout in a general election cycle than in a municipal election cycle.

Second, while the exact costs of holding the District's election during the regular election cycle is unknown, the District currently contracts with Salt Lake County to conduct its elections. Salt Lake County, however, will only conduct elections held during the municipal election cycle. The District has conducted its own elections in the past and is familiar with the required process as well as the related costs. Based on this prior experience, the District believes holding the election during the general cycle will be less expensive than paying the County to conduct its election during the municipal election cycle.

Third, the District provides water and sewer service to residents of Magna City, West Valley City, and portions of unincorporated Salt Lake County. As presently scheduled, the District and Magna City will hold their next elections in 2025, which could lead to confusion because the District and Magna City both share the name "Magna" and serve the same constituents. In addition, this potential for confusion would be heightened if members of the Magna City Council

May 16, 2024

Page 2

were to run for a seat on the District's Board of Trustees, or vice versa. The Board believes changing the District's elections to the general election cycle will avoid this potential for confusion and qualifies as "another material reason" under Utah Code § 17B-1-306(14)(b)(ii).

Lastly, the change in the election will not shorten any Board member's term of office.

Please let me know if you have any questions. Thank you for your attention to this matter.

Sincerely,

MAGNA WATER DISTRICT

Clint Dilley, General Manager

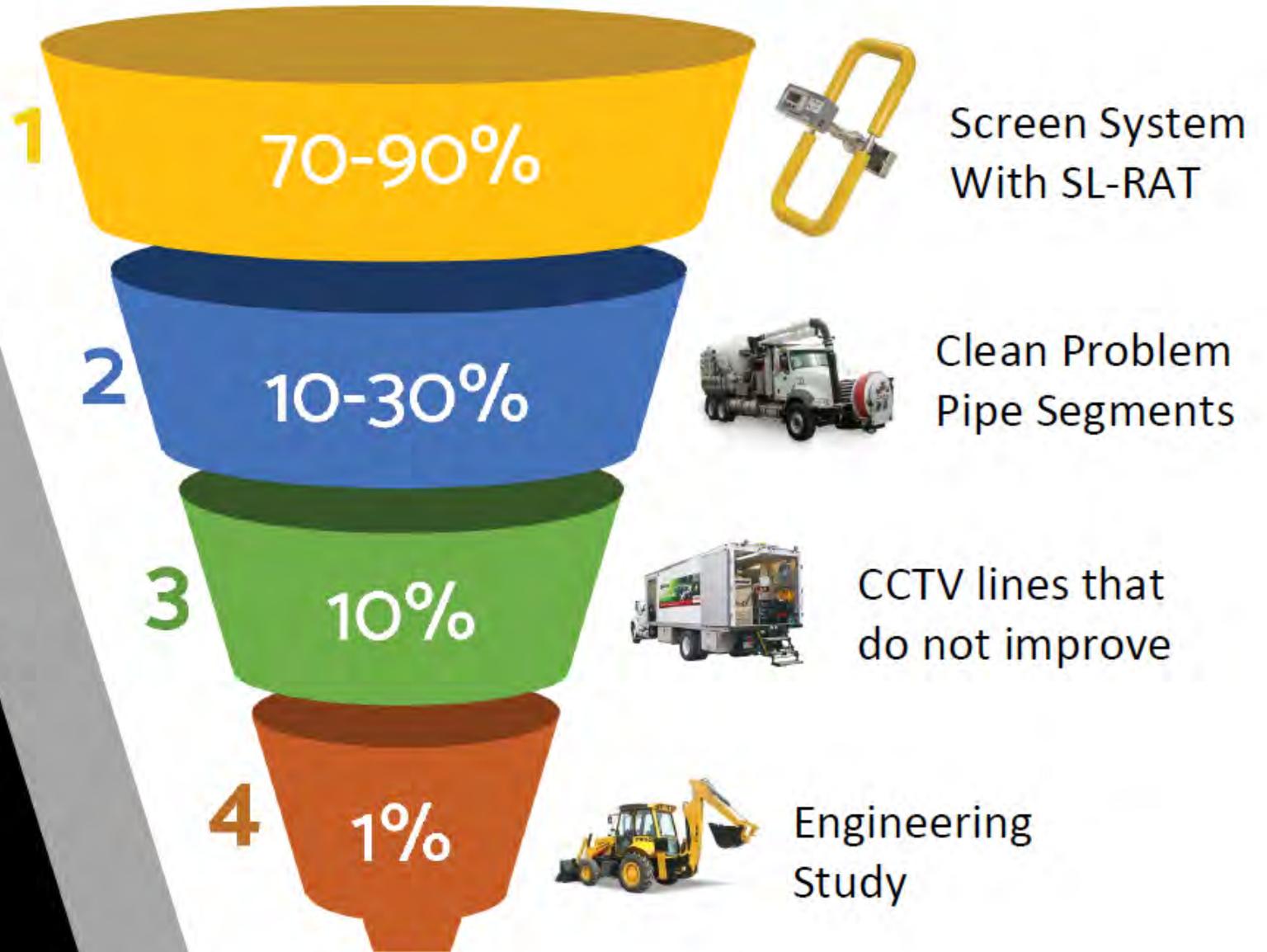
**COLLECTIONS
SYSTEM HEALTH
ASSESSMENT**



- + **Magna Water Collections System Health Assessment
2024**

-

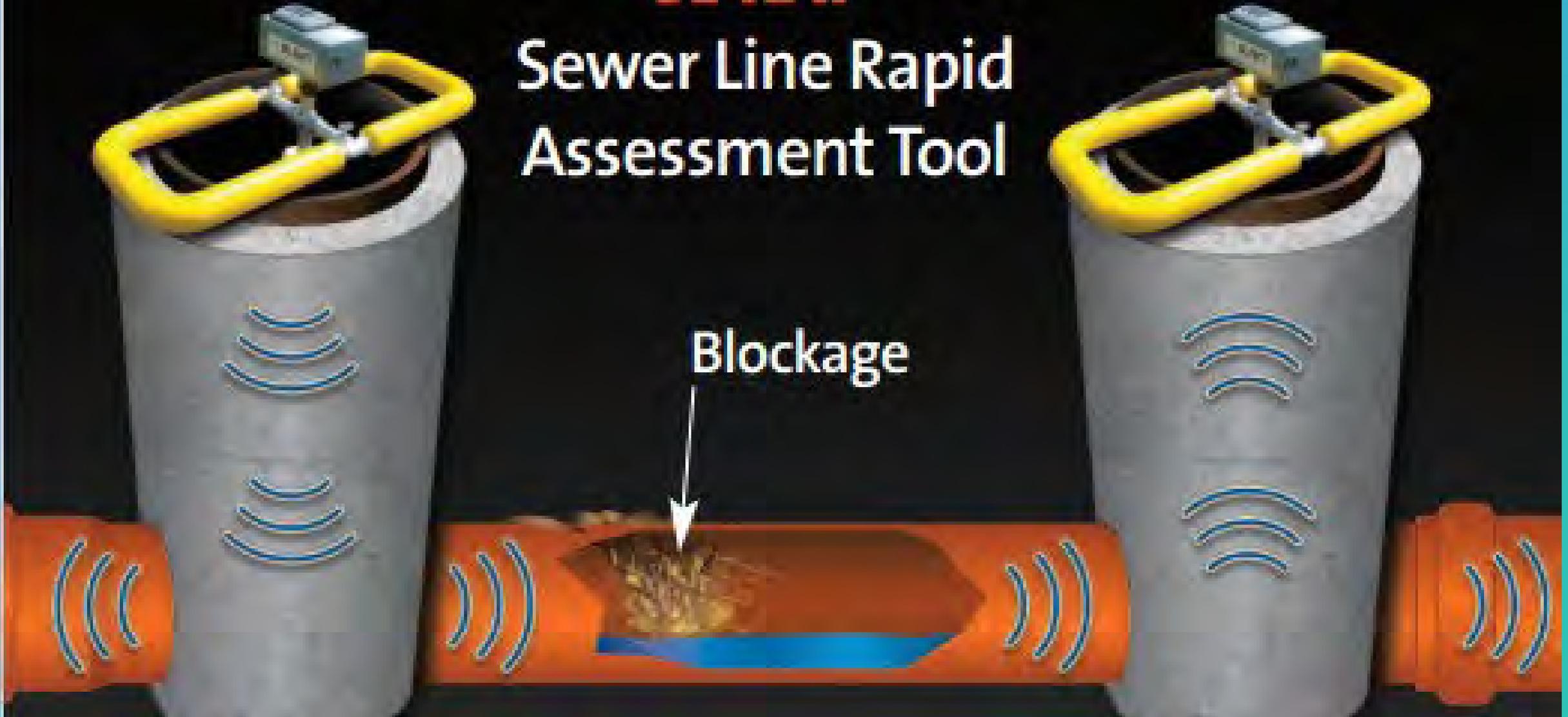
Acoustic
Assessment
Report



SL-RAT[®]

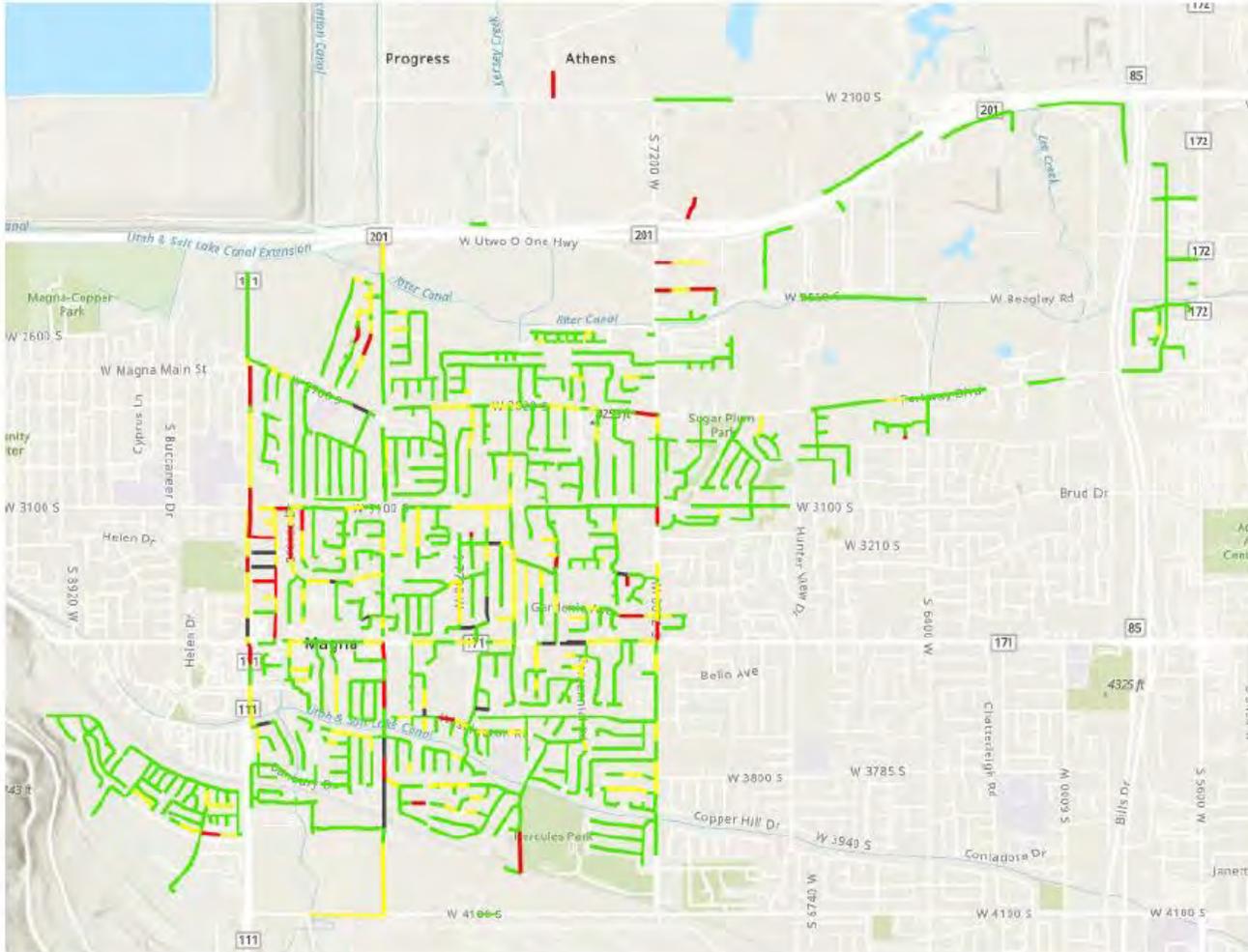
Sewer Line Rapid
Assessment Tool

Blockage

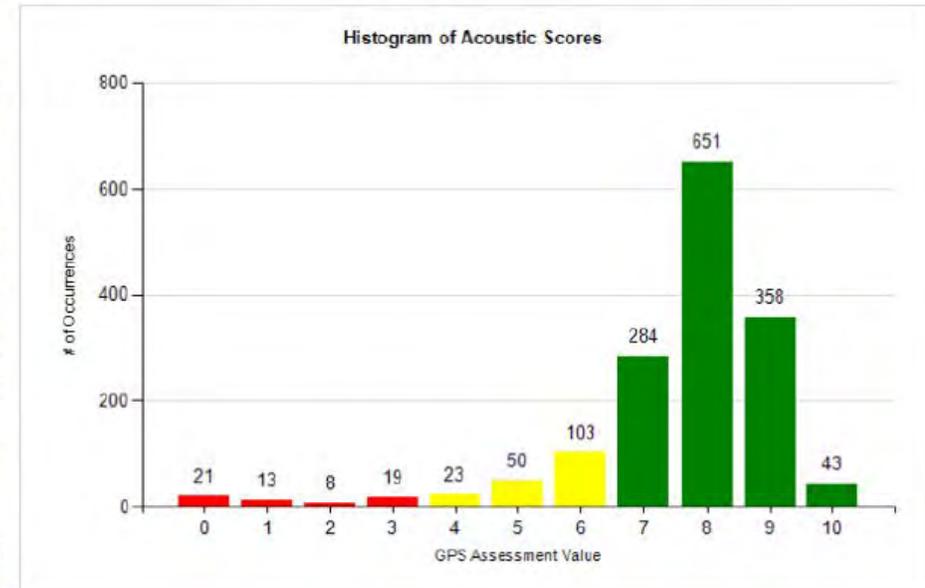


Magna Water District SL-RAT Assessment Summary 2024

City Assessment Map

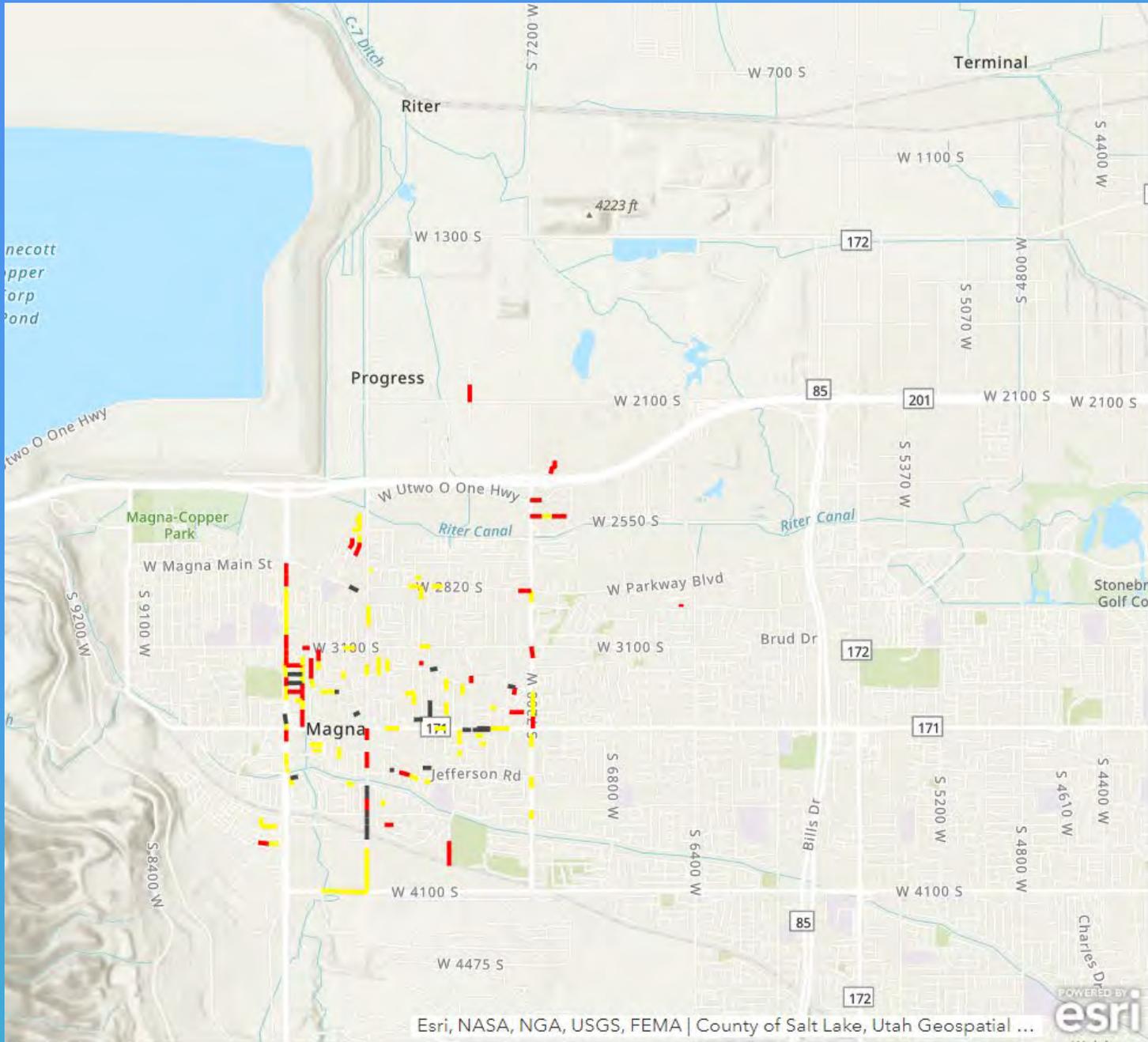


Measurement Totals



Benefit Summary

Total Feet Assessed	Estimated Cost to Clean All Pipe @ \$0.50/ft	Assessed Footage Requiring Cleaning (Score<5)	Estimated Cost to Clean Low Score Pipe @ \$0.65/ft	Cost for Acoustic Assessment	Total Cost Saved After Assessment
369,233	\$184,617	28,396	\$ 18,457	\$ 75,347	\$ 90,813



Layers

Sewer Line - Assessed 2024

GOOD

FAIR

Group Filter

Select a Group to Filter

SL-RAT Score (1-10) 2024

LESS THAN OR EQUAL

5

Add Criteria

Apply

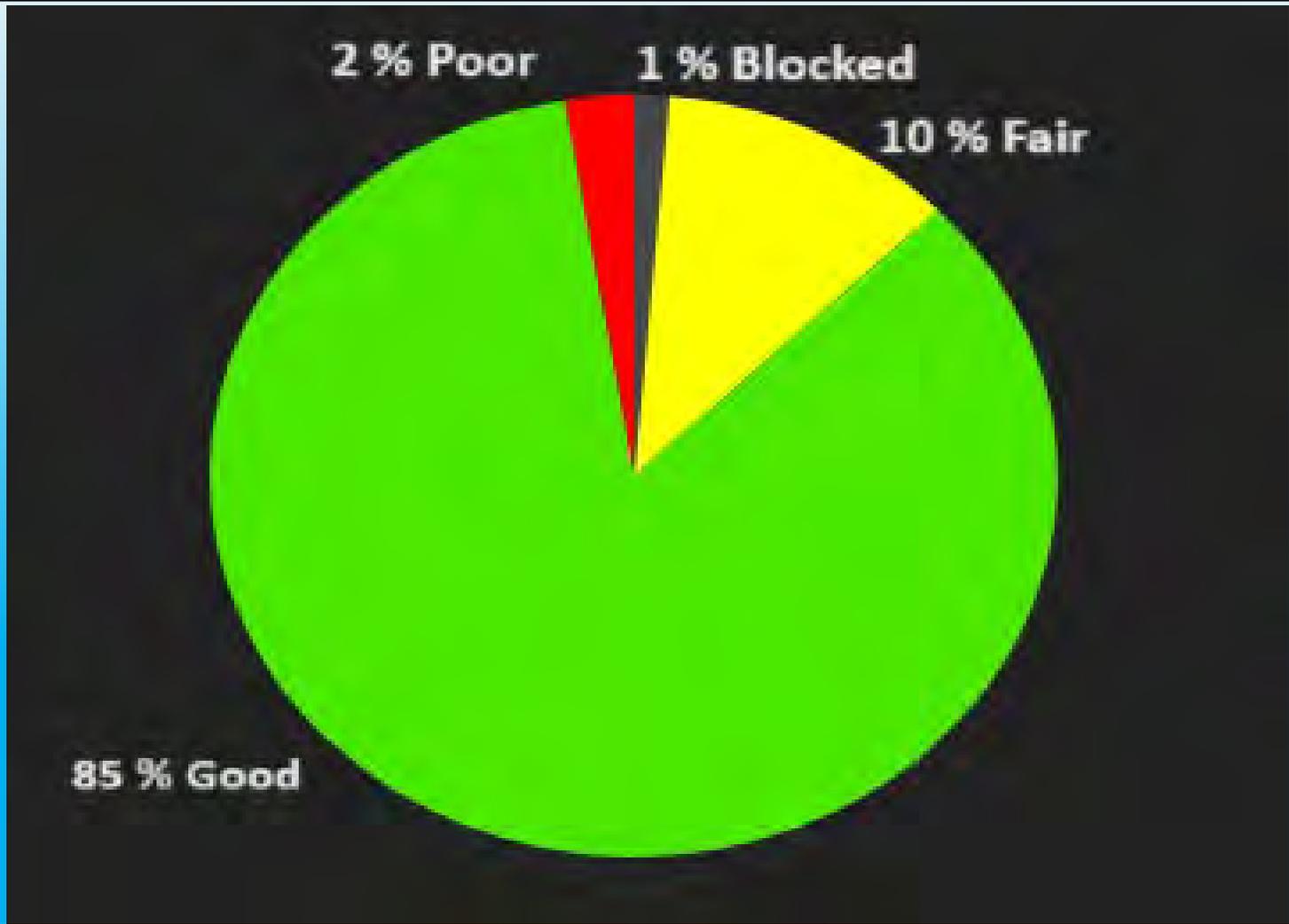
Reset

Total Footage Assessed

SL-RAT Rating 2022

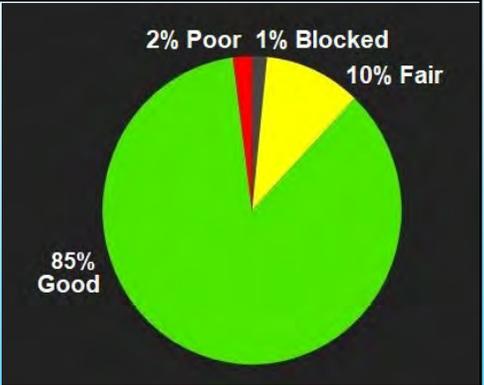
SL-RAT Rating 2024

46,164

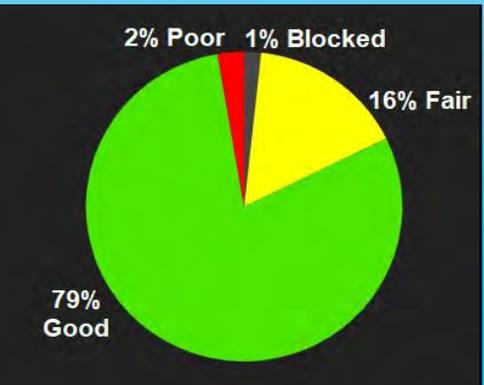


2024 Assessment Chart

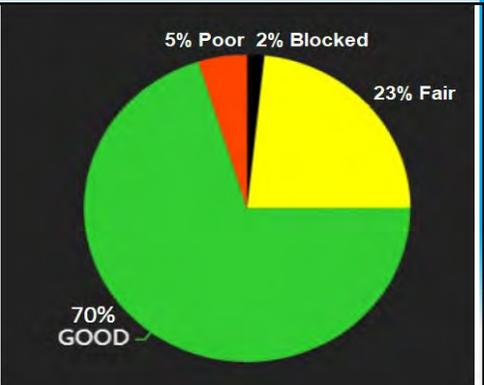
2023



2022



2021





Questions?

