MAGNA WATER DISTRICT AGENDA

FOR THE

REGULAR BOARD MEETING

10:00 AM (or immediately following budget public hearing)

THURSDAY NOVEMBER 14, 2024

8885 W 3500 S, MAGNA, UT 84044

GENERAL OFFICE BUILDING

(801)250-2118 Fax(801)250-1452

NOVEMBER 14, 2024
REGULAR BOARD MEETING AGENDA
MAGNA WATER DISTRICT

MEETING DATE: November 14, 2024, Immediately following Budget Hearing
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 October 10, 2024
2. Expenses for September 30 to November 3, 2024
   General Expenses: $1,349,912.02
   Zions Bank Bond Payment: $343,324.25

G. Employee Recognition –

Mark Manzanares – Wastewater Collections Grade I
Justin Long – Water Treatment Grade 4
Travis Rawson – Water Distribution Grade 4
Gavin Henshaw – Water Distribution Grade I
Jaydon Shepherd – Wastewater Collections Grade I
Matthew LeCheminant – Water Distribution Grade 2

H. Department Reports:

1. General Manager Report

2. Engineering Report

3. Water Operations Report (water production and call out report)

4. Wastewater Operations Report

5. Controller/Clerk Report
   - Compliance Requirements Report
   - 3rd Quarter 2024 Financial Report

6. HR Manager Report

I. Project Awards & Agreements

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

1. (Trevor) Award the West Side Collection System Improvement Project 1B to BD Bush in the amount of $3,487,550.

2. (Raymond) Installation of 14" valve to be located at approximately 4100 S 8400 W by Utah Tap Master in the amount of $46,109.

3. (Trevor) Resolution 2024-06 Approving the purchase of 6.16 acres located at 4554 S U111 Highway in West Valley City from Northrup Grumman.

J. Administrative

Discussion and possible motion to approve the following administrative items:

1. (Andrew) Annual Employee Recognition - Employee Gift Cards

For information and discussion only – no action items:

1. (Trevor) EDR Finish and Feed Tank Alternative Analysis.

2. District's Employee Recognition Dinner – December 13, 2024

3. Next month's board meeting – December 12, 2024, at 10:00 am

K. Motion to take a brief recess and immediately following, meet in a closed meeting to discuss (1) the character, professional competence, or physical or mental health of an individual, (2) the purchase, exchange, or lease of real property, including

any form of a water right or water shares, (3) pending or reasonably imminent litigation, and (4) collective bargaining purposes 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, October 10, 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
Dallas Henline, Wastewater Operations Manager
Raymond Mondragon, Water Operations Manager
Andrew Sumsion, HR Manager
Steve Clark, Water Operations Manager Assistant

Also Present:
Nathan Bracken, Smith Hartvigsen PLLC
Nano Garvin, Stantec Engineering
Todd Richards, Magna
Don Olsen, Epic Engineering
David Brickey, Magna City Administrator
Norm Dahle, Magna Resident
Jeff Beckman, Bowen Collins Associates
Georgia York, Magna Resident
Joel Workman, AQS
Jack Nielsen, Magna Resident
Jason Luettinger, Bowen Collins Associates

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 September 12, 2024
Expenses for September 2 to September 29, 2024:
General Expenses: $1,529,933.92
Zions Bank Bond Payment: $83,492.50

A motion was made by Dan Stewart, seconded by Jeff White, to approve the minutes of the regular board meeting held September 12, 2024, and the general expenses from September 2 to September 29, 2024, and the Zions Bank Bond payment in the amount of $1,529,933.92 and $83,492.50; respectively. The motion was approved as follows: Mick Sudbury, yea, Dan Stewart, yea, and Jeff White, yea.

DEPARTMENT REPORTS
General Manager Report: Clint highlighted the following items:

- The interim assistance water operations manager position has been awarded, however still waiting for final details and negotiations to confirm. After that the District Inspector position will be posted. A customer service, service maintenance meter position has been posted.
- We will be noticing the public today the secondary water system will be shut down on 10/15/2024.
- The wastewater plant completed the plant drain valve project and also the piping project, which connects to the backwash piping from the reuse project.
- The concrete repairs replacing the curbing has been completed at the general office, fixing the settlement which should prevent water coming into the building in the future. The soffit repair is progressing. Only item left to repair to prevent water coming into the building is the window seals.
- LeIsle has completed a procurement flow chart as part of her 2024 goals that will be handed out to manager's and leadmen to ensure compliance with the District's procurement policy. There was an inconsistency found in the Administration Rules and Regulations of the District, that will be fixed in a later board meeting.
- Trevor and Clint met with Magna City and MSD Representatives for the first monthly coordination meeting. It was a positive endeavor hoping to improve on coordination with development projects and construction projects.
- Clint indicated he has been invited by a member of the Lake Leaders Initiative. They have a launch event on November 14, 2024. Clint wanted to know if the Board supported attendance to this. Board supports attendance to this Initiative.
- Clint informed the Board he was approached by Bishop Consulting Firm, a lobbyist group that is out of Washington, DC., inquiring if the Board had any interest in having representation in Washington DC. Board indicated there is no interest at this time.

No actions were taken, for full discussion please go to board meeting recording beginning at position 2:10 to 26:18. Please also see the general manager's report insert in the board meeting packet.

Engineering Report:
Trevor reported on the **8850 & 9000 W Waterline replacement project**, is complete, contractor was working on punch list last week. Contractor did a great job. **WRF Reuse Project**, have been working on startup and testing next week, everything interior is complete, touch up painting and painting of pipes will be next. **WWTP Influent Pump Station project**, contractor has started grubbing the site for the grit washing facility. **Haynes #8,** working with EPA to get the grant finalized. **Westside Collection Project 1B**, project is out to bid currently, ending on September 24, 2024. C**hange House Project,** working with Bowen Collins, **Zone 3 Secondary Reservoir**, a final agreement with Northrup Grumman for the property is close to signature ready. No actions were taken, for full discussion, please go to board meeting recording beginning at position 26:19 to 29:02 . Please also see the engineering insert in the board meeting packet.

Water Operations Report (including water production and call out report): Raymond reported the following:

- Meter crew has been working on installing and replacing secondary water meters for the grant money that was received.
- The EDR plant is expecting the stacks next Tuesday and will begin installing those.
- Noland Construction should be starting the valve location job this next week.
- The Lead and Copper letters will be sent out to 70 residents indicating they have identified galvanized piping. The District will have a public facing page that will give residents information about the piping at their location. The District will continue to perform inventory of all lines in the District, this inventory must be complete by 2027.
- The culinary water production for the month of September was 194.00 million gallons or 595.41-acre feet, an 8.7% increase from 2023. YTD was 1,422.69 million gallons or 4,366.40-acre feet, a 7.69% increase from 2023. We have purchased 597.47-acre feet of water from Jordan Valley Water. The secondary water production for the month of September was 60.59 million gallons or 185.97-acre feet, an 8.56% increase from 2023. YTD as was 398.39 million gallons or 1,222.72-acre feet, a 31.23% increase from 2023. Raymond reported the total number of call outs for water and wastewater departments for September was 19. The total hours paid for those call outs was 78.

No actions were taken, for full discussion please go to board meeting recording beginning at position 29:03 to 38:43. Please also see the water production report insert in the board meeting packet.

Wastewater Operations Report (including status and call out report):
Dallas reported the wastewater treatment plant operators have been working with the Mechanics to perform quarterly preventative maintenance. Staff will be trained on the cloth disk filters that will be in the reuse facility, by the manufacturer of those. Staff will build a training packet including videos for future reference. The collection system is raising manholes where the County is milling and paving in the District. There is a manhole in the old junk yard area North of 2700 S and West of 5600 W, where a liner will be installed to rehabilitate that manhole. There were no actions taken, for full discussion, please go to board meeting recording beginning at position 38:44 to 43:24.

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 43:26 to 46:34. Please also see the controller/clerk insert in the board meeting packet.

HR Manager Report:
Andrew reported to the Board the following:

- Unified Fire did a training on fire extinguishers, in class and actual experience. The employees felt it was positive and enjoyed.
- Attended the SHRM human resource management conference, some of the changing things on mental health and some things we can do as a District to help the employees with mental health; training on first amendment audits and how to prepare for a first amendment audits, will be training employees on how to handle this.
- This month's safety focus is hand safety.

No actions were taken, for full discussion please go to board meeting recording beginning at position 46:35 to 49:11.

PROJECT AWARDS & AGREEMENTS
Discussion and possible motion to approve the following project awards and agreements:

Yoppify services in the amount of $10,485 for one year subscription: A motion was made by Jeff White, seconded by Dan Stewart, to approve a one-year subscription for Yoppify services in the amount of $10,485. 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 49:35 to 54:11.

Horrocks (formerly CRS) Task Order for Haynes Well 7 Rehabilitation in the amount of $29,750: A motion was made by Jeff White, seconded by Dan Stewart, to approve the Horrocks Task Order for Haynes Well 7 Rehabilitation in the amount of $29,750. 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 54:12 to 55:51.

ADMINISTRATIVE
Discussion and possible motion to approve the following administrative items:

Presentation of 2025 Tentative Budget: Staff presented the tentative budget to the Board; highlighting the need for funding such as bonding; either general obligation or revenue bonding, and a possible property tax increase, to keep the level of service, with repairing and replacing infrastructure, and water quality to the residents the District has been capable of giving. For full discussion please go to board meeting recording beginning at position 55:52 to 1:19:15.

Resolution 2024-04 adopting the 2025 Tentative Budget and to hold the 2025 Budget Hearing on November 14, 2024, at 10:00 am.: A motion was made by Jeff White, seconded by Dan Stewart, to approve Resolution 2024-04 adopting the 2025 Tentative Budget and to hold the 2025 Budget Hearing on November 14, 2024, at 10:00 am, also stating the tentative budget will be available at least 7 days before the hearing for public inspection. The motion was approved as follows: Dan Stewart, yea, Mick Sudbury, yea, and Jeff White, yea. For full discussion please go to board meeting recording beginning at position 1:19:16 to 1:20:16.

For Information and discussion only – no action items:

Fluoridation of Drinking Water: A discussion was held regarding the District's fluoridation of the drinking water. No actions were taken, for full discussion please go to board meeting recording beginning at position 1:20:17 to 1:28:42.

Next Month's board meeting – November 14, 2024, at 10:00 am

Motion to take a brief recess and immediately following, meet in a closed meeting to discuss (1) the character, professional competence, or physical or mental health of an individual, (2) the purchase, exchange, or lease of real property, including any form of a water right or water shares, (3) pending or reasonably imminent litigation, and (4) collective bargaining purposes pursuant to Utah Code Ann. §§ 52-4-204 through 205: Jeff White made a motion to take a brief recess and immediately following, meet in a closed meeting to discuss (1) the character, professional competence, or physical or mental health of an individual, (2) the purchase, exchange, or lease of real property, including any form of a water right or water shares, (3) pending or reasonably imminent litigation, and (4) collective bargaining purposes 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 11:32 pm

Motion to close the closed session and to reopen the open session of the Board Meeting: Dan Stewart made a motion to close the closed session and reconvene the open session at 1:53 p.m. The motion was seconded by Jeff White and approved as follows: Jeff White, yea, and Dan Stewart, 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 Dan Stewart, seconded by Jeff White, to adjourn the meeting at 1:53 pm. The motion was approved as follows: Jeff White, yea, and Dan Stewart, yea.

_____ _____

Attest Chairperson

INVOICE PAYMENTS

MAGNA WATER DISTRICT
INVOICE PAYMENTS
9/30/2024 TO 11/03/2024

Check Issue Date	Payee	Amount	Description
10/1/2024	ROCKY MOUNTAIN POWER CO.,	49.17	POWER WWTP ADMIN BLDG
10/1/2024	ROCKY MOUNTAIN POWER CO.,	32,989.60	POWER 7764 W 2100 S
10/3/2024	AMERITAS LIFE INSURANCE CORP	1,642.83	INSURANCE
10/3/2024	AQS ENVIRONMENTAL SCIENCE	2,000.00	SEWER CHEMIST CONSULTANT
10/3/2024	AQUA ENVIRONMENTAL SERVICES	35,352.40	WWTP CHLORINE BLDG EQUIPMENT UPGRADE
10/3/2024	BLAND'S RECYCLING	210.00	HAULING DIRT & ASPHALT FROM SHOP
10/3/2024	BOB'S BELT SERVICE	1,402.70	RUBBER GLOVES & HAND SCRUB- SHOP
10/3/2024	DEPT OF GOVERNMENT OPER	6,760.50	FUEL FOR VEHICLES
10/3/2024	LOWE'S	231.37	MISC SUPPLIES- EDR & METER CREW
10/3/2024	LOWE'S	102.49	MISC SUPPLIES- WATER
10/3/2024	LOWE'S	508.05	MISC SUPPLIS- SHOP
10/3/2024	METERWORKS	5,851.75	INSTALLATION OF 5/8 X 3/4 METERS
10/3/2024	MORGAN ASPHALT	957.00	ASPHALT REPAIRS
10/3/2024	WHEELER MACHINERY CO	166.08	COUPLINGS - #55
10/5/2024	REGENCE BCBS OF UTAH	14,675.38	INSURANCE
10/7/2024	AMAZON CAPITAL SERVICES	(189.00)	SOLENOID RETURNED
10/7/2024	AMAZON CAPITAL SERVICES	21.09	FUEL SHUT OFF SOLENOID- WATER
10/7/2024	AMAZON CAPITAL SERVICES	39.95	JANITORIAL SUPPLIES- OFFICE
10/7/2024	AMAZON CAPITAL SERVICES	317.98	PRESSURE WASHER WHEELS- SHOP
10/7/2024	AMAZON CAPITAL SERVICES	631.09	DELPHI CONNECTORS- SHOP
10/7/2024	AMAZON CAPITAL SERVICES	15.99	OFFICE SUPPLIES- BOARD ROOM
10/7/2024	HACH COMPANY	2,538.26	CHLORINE COLOMETERS & CHEMICAL SUPPLIES- EDR
10/7/2024	HACH COMPANY	210.72	CHEMICAL SUPPLIES-EDR
10/7/2024	THOMAS PETROLEUM	4,917.86	FUEL- GENERATOR- STORAGE TANKS
10/7/2024	UTAH STATE TREASURER	11,999.86	UNCLAIMED PROPERTY SUBMITTED TO STATE OF UTAH
10/8/2024	ADVANCED ENGINEERING & ENVIR. SERVICES	18,172.00	SCADA UPGRADES DESIGNS & BIDDING
10/8/2024	ADVANCED ENGINEERING & ENVIR. SERVICES	24,466.50	WTP STORAGE TANK
10/8/2024	ADVANCED ENGINEERING & ENVIR. SERVICES	3,651.75	LEAD & COPPER RULE REVISION SUPPORT
10/8/2024	ADVANCED ENGINEERING & ENVIR. SERVICES	20,402.75	8800 W WATER REPLACEMENT
10/8/2024	ALPINE SUPPLY	89.43	WIRE- SHOP
10/8/2024	ALPINE SUPPLY	176.33	WIRE- SHOP
10/8/2024	ARDURRA	3,531.25	MWD 2024 GIS SERVICES
10/8/2024	BOWEN COLLINS & ASSOCIATES	10,182.40	MAGNA REUSE PROJECT
10/8/2024	BOWEN COLLINS & ASSOCIATES	1,851.50	MAGNA REUSE PROJECT
10/8/2024	BOWEN COLLINS & ASSOCIATES	1,378.50	7200 W SECONDARY WATERLINE PROJECT
10/8/2024	CASH (PETTY)	35.58	PARTS -STAND BY GENERATOR
10/8/2024	CASH (PETTY)	54.14	SAFETY MEETING REFRESHMENTS
10/8/2024	CASH (PETTY)	35.33	SALT PELLETS- ADMIN BLDG
10/8/2024	CASH (PETTY)	18.54	ICE FOR SAMPLES - WWTP
10/8/2024	CASH (PETTY)	107.84	ICE FOR SAMPLES - WWTP
10/8/2024	CHEMTECH-FORD	338.00	WWTP LAB & TESTING
10/8/2024	CHEMTECH-FORD	454.00	WWTP LAB & TESTING
10/8/2024	CHEMTECH-FORD	178.00	WATER LAB & TESTING
10/8/2024	CHEMTECH-FORD	338.00	WWTP LAB & TESTING
10/8/2024	CHEMTECH-FORD	220.00	WATER LAB & TESTING
10/8/2024	CHEMTECH-FORD	454.00	WWTP LAB & TESTING
10/8/2024	CHEMTECH-FORD	640.00	WWTP LAB & TESTING
10/8/2024	CHEMTECH-FORD	338.00	WWTP LAB & TESTING
10/8/2024	CHEMTECH-FORD	60.00	WATER LAB & TESTING
10/8/2024	CHEMTECH-FORD	60.00	WATER LAB & TESTING
10/8/2024	CHEMTECH-FORD	30.00	WATER LAB & SAMPLING
10/8/2024	CRS CONSULTING ENGINEERS, INC	1,458.25	MWD HAYNES WELL #8 REPLACEMENT
10/8/2024	CRUS OIL INC./QUALCO	65.76	OIL FILTERS FOR FLEET
10/8/2024	DIRTY BOYS CONCRETE	6,500.00	CEMENT GUTTER REPAIR- ADMIN BLDG
10/8/2024	DIRTY BOYS CONCRETE	13,000.00	STAMPLED CONCRETE PATCHES - 8400 W SIDEWALK
10/8/2024	E.T. TECHNOLOGIES, INC	1,524.91	SLUDGE REMOVAL
10/8/2024	E.T. TECHNOLOGIES, INC	1,549.27	SLUDGE REMOVAL
10/8/2024	GLENS KEY INC.	597.48	LOCKS FOR FACILITIES & METERS
10/8/2024	GRAINGER	188.04	SHAFT COLLAR - #1
10/8/2024	GRAINGER	178.20	PUSH RAM WHEELS - #1
10/8/2024	HARRISON FIRE SERVICES, LLC	177.00	FIRE EXTINGUISHERS
10/8/2024	HI- VALLEY CHEMICAL	2,857.23	CHEMICALS
10/8/2024	JORDAN VALLEY WATER	31,517.87	WATER DELIVERIES
10/8/2024	JUB ENGINEERS, INC.	9,237.60	MWD ALTA SURVEY
10/8/2024	KILGORE COMPANIES, LLC	310.50	ASPHALT FOR REPAIRS
10/8/2024	KILGORE COMPANIES, LLC	405.00	CONCRETE FOR REPAIRS
10/8/2024	LYNDON JONES CONSTRUCTION	1,800.00	HYDRANT DEPOSIT REFUND
10/8/2024	MCGEES STAMP AND TROPHY CO.	20.00	NAME PLATE- STEVE CLARK- BOARD ROOM
10/8/2024	MIDGLEY-HUBER, INC	2,887.00	COIL - AIR CHILLER- 8000 BOOSTER
10/8/2024	MORGAN ASPHALT	87.12	ASPHALT REPAIRS

MAGNA WATER DISTRICT
INVOICE PAYMENTS
9/30/2024 TO 11/03/2024

Check Issue Date	Payee	Amount	Description
10/8/2024	OLYMPUS SAFETY & SUPPLY, LLC	116.00	SAFETY GLASSES & EARPLUGS
10/8/2024	OWEN EQUIPMENT	182.28	VACTOR TRUCK CLAMPS- #30
10/8/2024	RICOH USA , INC	193.18	COPIER ADMINISTRATIVE OFFICE
10/8/2024	S.L.CO. ENGINEERING DIVISION	1,250.00	CONSTRUCTION PERMITS
10/8/2024	SIDEWINDERS, LLC	3,257.47	#9 WELL PUMP MOTER REPAIR
10/8/2024	SIRQ, INC	1,800.00	HYDRANT DEPOSIT REFUND
10/8/2024	STANTEC CONSULTING SERVICES INC.	17,793.83	MAGNA INFLUENT PROJECT PH 3
10/8/2024	TERRACON CONSULTANTS, INC.	12,519.00	RAILROAD PROPERTY PH 2 ENVIRONMENTAL ASSESSMENT
10/8/2024	TERRACON CONSULTANTS, INC.	3,500.00	RAILROAD PROPERTY PH 1 ASSESSMENT
10/8/2024	THATCHER COMPANY	8,539.75	CHEMICALS
10/8/2024	THATCHER COMPANY	309.00	SODA ASH
10/8/2024	THATCHER COMPANY	7,621.96	CHEMICALS
10/8/2024	THATCHER COMPANY	(2,800.00)	CHEMCIALS
10/8/2024	UNDERGROUND SOLUTIONS	1,800.00	HYDRANT DEPOSIT REFUND
10/8/2024	VANGUARD CLEANING SYSTEMS	650.00	CLEANING - OFFICE
10/8/2024	VANGUARD CLEANING SYSTEMS	350.00	CLEANING - EDR OFFICE
10/8/2024	VANGUARD CLEANING SYSTEMS	542.00	CLEANING- WWTP ADMIN
10/8/2024	VESTIS	66.94	EDR UNIFORMS
10/8/2024	VESTIS	26.89	EDR MATS
10/8/2024	VESTIS	90.60	SHOP UNIFORMS
10/8/2024	VESTIS	97.84	ADMIN OFFICE MATS & SUPPLIES
10/8/2024	VESTIS	234.01	WWTP UNIFORMS
10/8/2024	VESTIS	162.86	EDR UNIFORMS
10/8/2024	VESTIS	26.89	SHOP MATS
10/8/2024	VESTIS	293.17	SHOP UNIFORMS
10/8/2024	VESTIS	97.84	ADMIN OFFICE MATS & SUPPLIES
10/8/2024	VESTIS	331.59	WWTP UNIFORMS
10/8/2024	VESTIS	69.10	EDR UNIFORMS
10/8/2024	VESTIS	26.89	EDR MATS
10/8/2024	VESTIS	315.61	SHOP UNIFORMS
10/8/2024	VESTIS	97.84	ADMIN OFFICE MATS & SUPPLIES
10/8/2024	VESTIS	267.92	WWTP UNIFORMS
10/8/2024	VESTIS	69.10	EDR UNIFORMS
10/8/2024	VESTIS	119.81	SHOP UNIFORMS
10/8/2024	VESTIS	97.84	ADMIN OFFICE MATS & SUPPLIES
10/8/2024	VESTIS	270.40	WWTP UNIFORMS
10/8/2024	VESTIS	26.89	EDR MATS
10/8/2024	WEBB-INTEGRATION & SALES	6,292.00	MICROPHONES, BIAMP SYSTEM- BOARD ROOM
10/9/2024	AUTOMATIC GATE INSTALLER INC.	1,795.00	SHOP GATE REPAIR
10/9/2024	CATEPILLAR FINANCIAL SERVICES CORP	946.40	PROPERTY TAX -BACKHOE LOADER
10/9/2024	CHEMTECH-FORD	600.00	WATER LAB & TESTING
10/9/2024	CORRIO CONSTRUCTION, INC.	357,091.08	MAGNA WRF INFLUENT PROJECT
10/9/2024	FILTER TECHNOLOGIES	695.64	HVAC FILTER- WWTP
10/9/2024	KILGORE COMPANIES, LLC	380.00	CONCRETE FOR REPAIRS
10/9/2024	KILGORE COMPANIES, LLC	735.66	ASPHALT FOR REPAIRS
10/9/2024	METERWORKS	39,465.00	3/4 MACH10 PURPLE METERS
10/9/2024	METERWORKS	125,104.05	3/4 MACH10 PURPLE METERS
10/9/2024	READDY GLEDDY, INC.	815.00	CUTTING DISKS - WATER
10/9/2024	SEBIS DIRECT, INC	674.28	VEHICLE INSPECT SHEET BOOK
10/9/2024	UTAH- IDAHO TEAMSTERS SECURITY FUND	44,935.50	UNION HEALTH & WELFARE
10/9/2024	WHITMORE, AMANDA	3,013.80	REIMBURSMENT FOR TUITION
10/10/2024	ADOBE	167.18	SUBSCRIPTION
10/10/2024	ADOBE	167.18	SUBSCRIPTION
10/10/2024	AIRGAS	72.00	ARGON RENTAL CYLINDER
10/10/2024	AIRGAS	6.00	ACETYLENE & OXYGEN RENTAL CYLINDERS
10/10/2024	ALLSTATE	478.27	INSURANCE
10/10/2024	ANSERFONE	290.00	AFTER HOURS ANSWERING SERVICE
10/10/2024	ANSERFONE	285.00	AFTER HOURS ANSWERING SERVICE
10/10/2024	ANSERFONE	290.00	AFTER HOURS ANSWERING SERVICE
10/10/2024	APPLICANT PRO	175.90	JOB LISTINGS
10/10/2024	BANKCARD	127.99	INTERVIEW LUNCH
10/10/2024	BANKCARD	197.92	BOARD MEETING LUNCHEON
10/10/2024	BANKCARD	20.00	TRANSCRIBE SUBSCRIPTION
10/10/2024	BANKCARD	299.00	FRED PRYOR TRAINING
10/10/2024	BANKCARD	54.10	NATIONAL SAFETY COUNCIL - TRUCK DRIVING TRAINING
10/10/2024	BANKCARD	149.00	SURGENT MCCOY - EXCEL TRAINING
10/10/2024	BANKCARD	5.58	USPS CERTIFIED MAILING
10/10/2024	BANKCARD	229.99	AMERICAN WATER COLLEGE - LEADERSHIP TRAINING
10/10/2024	BANKCARD	25.00	COFFEE OFFICE
10/10/2024	BANKCARD	85.79	COFFEE MAKER OFFICE

MAGNA WATER DISTRICT
INVOICE PAYMENTS
9/30/2024 TO 11/03/2024

Check Issue Date	Payee	Amount	Description
10/10/2024	BLUELINE	167.00	RANDOMS DRUG TESTING
10/10/2024	CASELLE	2,474.00	MONTHLY CONTRACT SUPPORT
10/10/2024	CHEMTECH-FORD	454.00	WWTP LAB & TESTING
10/10/2024	ELITE GROUNDS, LLC	1,104.56	LANDSCAPE MAINTENANCE - OFFICE
10/10/2024	ELITE GROUNDS, LLC	971.97	LANDSCAPE MAINTENANCE - WWTP
10/10/2024	ELITE GROUNDS, LLC	197.34	STAKED TREES -ADMIN OFFICE
10/10/2024	ENDRESS & HAUSER, INC.	4,043.36	FLOW METER VERIFICATION
10/10/2024	MAGNA CHAMBER OF COMMERCE	500.00	ANNUAL MEMBERSHIP
10/10/2024	MECHANICAL SERVICE & SYSTEMS, INC.	159.00	HVAC TROUBLESHOOTING - EAST HEADWORKS- WWTP
10/10/2024	NATIONAL BENEFIT SERVICES	52.00	HRA MONTHLY FEES
10/10/2024	REPUBLIC SERVICES	1,907.50	GARBAGE COLLECTION - WTTP
10/10/2024	REPUBLIC SERVICES	514.43	GARBAGE COLLECTION- SHOP
10/10/2024	SHRED IT	159.34	DOCUMENT SHREDDING
10/10/2024	SIGN NOW	48.15	ONLINE FILLABLE FORMS
10/10/2024	SIGN NOW	48.15	ONLINE FILLABLE FORMS
10/10/2024	SIGN NOW	48.15	ONLINE FILLABLE FORMS
10/10/2024	SEBIS DIRECT, INC	1,103.21	PROCESSING UTILITY BILLS
10/10/2024	STAPLES BUSINESS CREDIT	433.34	OFFICE SUPPLIES- OFFICE
10/10/2024	STAPLES BUSINESS CREDIT	23.48	OFFICE SUPPLIES- OFFICE
10/10/2024	STAPLES BUSINESS CREDIT	182.04	OFFICE SUPPLIES- OFFICE
10/10/2024	THOMPSON, LONNIE	23.25	HEALTH INSURANCE REIMBURSEABLE
10/10/2024	UTAH ASSOCIATION OF SPECIAL DISTRICT	1,070.00	UASD ANNUAL CONVENTION 2024
10/10/2024	UTAH BROADBAND	1,054.00	BROADBAND/ INTERNET SERVICE
10/10/2024	UTAH BROADBAND	99.00	BROADBAND/ INTERNET SERVICE
10/10/2024	VERIZON CONNECT	563.00	GPS UNITS
10/10/2024	VERIZON WIRELESS	404.15	CELLPHONE SERVICE
10/10/2024	WEF MEMBERSHIP	95.00	MEMBERSHIP RENEWAL
10/10/2024	WEF MEMBERSHIP	69.00	MEMBERSHIP RENEWAL
10/10/2024	WEF MEMBERSHIP	69.00	MEMBERSHIP RENEWAL
10/10/2024	WEF MEMBERSHIP	95.00	MEMBERSHIP RENEWAL
10/10/2024	WEF MEMBERSHIP	95.00	MEMBERSHIP RENEWAL
10/10/2024	WEF MEMBERSHIP	95.00	MEMBERSHIP RENEWAL
10/10/2024	WEST VALLEY CITY	130.20	EDR STORMWATER FEE
10/10/2024	WESTERN CONF TEAMSTERS PENSION	27,800.68	UNION PENSION CONTRIBUITION
10/14/2024	PURCHASE POWER	490.50	POSTAGE
10/16/2024	COSTCO WHOLESALE	114.41	OFFICE SUPPLIES-OFFICE
10/16/2024	DOMINION ENERGY	7.24	GAS FOR 3291 S 8000 W MAGNA UT
10/16/2024	DOMINION ENERGY	238.84	GAS 6850 W 2820 S
10/16/2024	DOMINION ENERGY	26.57	GAS FOR 8931 W 3500 S MAGNA UT
10/16/2024	DOMINION ENERGY	217.42	GAS FOR 7650 W 2100 S
10/16/2024	DOMINION ENERGY	27.40	GAS FOR 8885 W 3500 S
10/17/2024	DOMINION ENERGY	55.42	GAS 6026 PARKWAY BLVD
10/17/2024	HARRINGTON INDUSTRIAL PLASTICS	160.67	REPLACEMENT ECIP LINES & CUTTERS- EDR
10/17/2024	JORDAN VALLEY WATER	30,815.76	WATER DELIVERIES
10/17/2024	KILGORE COMPANIES, LLC	801.96	ASPHALT FOR REPAIRS
10/17/2024	LEVERAGE IT SOLUTIONS	2,040.00	STANDARD SUPPORT - SEPTEMBER 2024
10/17/2024	LGG INDUSTRIAL, INC	142.45	HOSE & CLAMPS -SCREW PRESS- WWTP
10/17/2024	MECHANICAL SERVICE & SYSTEMS, INC.	898.50	HVAC REPAIR- OPERATORS OFFICE - WWTP
10/17/2024	MID ATLANTIC TRUST COMPANY	3,531.22	401(K)
10/17/2024	REMOTE CONTROL SYSTEMS. INC.	925.00	REPAIR TELEMETRY- BARTON 5
10/17/2024	ROCKY MOUNTAIN POWER CO.,	3,103.12	POWER BOOSTER STATION
10/17/2024	ROCKY MOUNTAIN POWER CO.,	60,503.72	POWER BARTON 1 & 2
10/17/2024	SEBIS DIRECT, INC	1,091.59	PROCESSING UTILITY BILLS
10/17/2024	SKM INC.	10,455.47	SCADA MAINTENANCE SEWER SYSTEM
10/18/2024	ROCKY MOUNTAIN POWER CO.,	4,592.01	POWER HAYNES WELL
10/18/2024	ROCKY MOUNTAIN POWER CO.,	3,042.44	POWER SECONDARY RES PUMP
10/18/2024	ROCKY MOUNTAIN POWER CO.,	1,390.98	POWER SHALLOW WELLS
10/18/2024	ROCKY MOUNTAIN POWER CO.,	425.63	POWER CEMENT BLDG SHOP
10/18/2024	ROCKY MOUNTAIN POWER CO.,	3,661.21	POWER 7600 RESERVOIR
10/21/2024	FLEET PRIDE	2,463.46	TURBO & CHARGE AIR COOLER - #44
10/21/2024	FLEET PRIDE	(468.66)	RETURN PARTS- TURBO & CHARGE AIR COOLER - #44
10/21/2024	FLEET PRIDE	32.75	TURBO PARTS - #44
10/21/2024	GRAINGER	1,061.34	AIRHOSE REEL- SHOP
10/21/2024	GRAINGER	215.16	ELECTRICAL GLOVE RUBBER LINES
10/21/2024	HESCO SERVICES, INC.	1,009.12	ANNUAL CRANE INSPECTION- WRF
10/21/2024	HUBER TECHNOLOGY	8,716.64	ROLLER WHEEL KITS- FINE SCREEN ROLLER- WWTP
10/21/2024	WORKERS COMPENSATION FUND OF U	2,147.70	WORKERS COMP INSURANCE
10/22/2024	GREATER S.L. MUNICIPAL SERVICES DIST.	535.00	CITY WORKS PERMITS
10/22/2024	ORKIN PEST CONTROL	21.37	PEST CONTROL - WWTP
10/22/2024	ORKIN PEST CONTROL	89.99	PEST CONTROL - WWTP

MAGNA WATER DISTRICT
INVOICE PAYMENTS
9/30/2024 TO 11/03/2024

Check Issue Date	Payee	Amount	Description
10/22/2024	ROCKY MOUNTAIN POWER CO.,	40.25	POWER 35OO S TANKS
10/22/2024	ROCKY MOUNTAIN POWER CO.,	19.36	POWER ADMIN OFFICE
10/22/2024	ROCKY MOUNTAIN POWER CO.,	5,417.46	POWER 4120 S 8400 W
10/22/2024	ROCKY MOUNTAIN POWER CO.,	12.43	POWER JORDAN VALLEY
10/23/2024	UTAH STATE TAX COMMISSION	35,832.17	STATE TAX WITHHOLDING
10/23/2024	UTAH UC FUND	728.55	3RD QUARTER SUTA PAYMENT
10/24/2024	APEX LAND SURVEYORS	1,540.00	BOUNDRY LINE AGREEMENT SURVEY- ZONE 3 PROJECT
10/24/2024	ARDURRA	2,695.00	MWD 2024 GIS SERVICES
10/24/2024	BLUE STAKES OF UTAH 811	444.72	BILLABLE E-MAIL NOTIFICATIONS
10/24/2024	BOWEN COLLINS & ASSOCIATES	1,261.00	WRF CHANGING ROOM & OPERATIONS BLDG EVALUATION
10/24/2024	BOWEN COLLINS & ASSOCIATES	31,335.58	MAGNA REUSE PROJECTS 8/31/2024 - 9/27/2024
10/24/2024	BOWEN COLLINS & ASSOCIATES	725.50	WRF CHANGING ROOM & OPERATIONS BLDG EVALUATION
10/24/2024	BOWEN COLLINS & ASSOCIATES	2,072.00	MASTER PLAN DEVELOPMENT 8.1.2024 - 9.27.2024
10/24/2024	BOWEN COLLINS & ASSOCIATES	1,048.25	7200 W SECONDARY WATERLINE PROJECT
10/24/2024	CH SPENCER & COMPANY	625.60	FILTER & FILTER HOUSING - CHLORINE ANALYZER- WWTP
10/24/2024	CINTAS 1ST AID	86.21	FIRST AID CABINET -ADMIN OFFICE
10/24/2024	CINTAS 1ST AID	79.55	FIRST AID CABINET -SHOP CABINET
10/24/2024	CINTAS 1ST AID	109.66	FIRST AID CABINET- WWTP
10/24/2024	CINTAS 1ST AID	106.25	FIRST AID CABINET-WWTP ADMIN
10/24/2024	CINTAS 1ST AID	101.63	FIRST AID CABINET -EDR
10/24/2024	CISNEROS, KIM	36.04	REIMBURSEMENT CASELLE CONFERENCE
10/24/2024	HARRINGTON INDUSTRIAL PLASTICS	5.72	PIPE & SUPPLIES - CHLORINE ANALYZER- WWTP
10/24/2024	HARRINGTON INDUSTRIAL PLASTICS	3.11	PIPE & SUPPLIES - CHLORINE ANALYZER- WWTP
10/24/2024	HI- VALLEY CHEMICAL	6,971.72	CHEMICALS
10/24/2024	JACOB DEAN, METAL SCULPTOR	4,085.00	REPAIR, CLEAN, & PAINT- WATER FEATURE- ADMIN OFFICE
10/24/2024	JENSEN, TORI	31.04	REIMBURSEMENT CASELLE CONFERENCE
10/24/2024	KILGORE COMPANIES, LLC	360.00	CONCRETE CARTS- CONCRETE REPAIR
10/24/2024	LEISLE FITZGERALD	82.08	REIMBURSEMENT CASELLE CONFERENCE
10/24/2024	MANZANARES, MARK A	306.00	REIMBURSEMENT & EXAM BONUS
10/24/2024	METERWORKS	10,954.75	NEPTUNE R900 GATEWAY FOR AMR READING
10/24/2024	OLYMPUS INSURANCE COMPANY	50.00	NOTARY BOND
10/24/2024	OSINC, INC	179.95	SAFETY BOOTS
10/24/2024	OWEN EQUIPMENT	1,982.78	DEBRIS INLET FLANGE- #45 HYDRAULIC O-RING KIT- #70
10/24/2024	RAILROAD MANAGEMENT COMPANY LLC	955.41	EAST MAGNA 2-INCH WATER LINE LICENSE FEES
10/24/2024	SAFETY SUPPLY & SIGN CO.	551.04	MARKING PAINT
10/24/2024	STANTEC CONSULTING SERVICES INC.	5,154.31	WRF MASTER PLAN UPDATE 2023
10/24/2024	STANTEC CONSULTING SERVICES INC.	4,155.63	MAGNA WESTSIDE COLL SYS IMPROVMNTS PROJECT 1B REBID
10/24/2024	STANTEC CONSULTING SERVICES INC.	1,172.40	WATER & WASTEWATER PROJECT SUPPORT SERVICES
10/24/2024	STANTEC CONSULTING SERVICES INC.	8,350.41	INFLUENT PROJECT PH 3 - ENGINEERING SERVICES
10/24/2024	TERRACON CONSULTANTS, INC.	17,721.00	CONSULTING FOR LAND PURCHASE FOR ZONE 3 PROJECT
10/24/2024	THE SALT LAKE TRIBUNE	458.60	LEGAL AD - NOTICE INVITING BIDS
10/24/2024	UTAH & SALT LAKE CANAL COMPANY	90.00	DUES FOR CANAL SHARES
10/24/2024	UTAH & SALT LAKE CANAL COMPANY	9,420.00	DUES FOR CANAL SHARES
10/24/2024	UTAH & SALT LAKE CANAL COMPANY	210.00	DUES FOR CANAL SHARES
10/24/2024	UTAH & SALT LAKE CANAL COMPANY	90.00	DUES FOR CANAL SHARES
10/24/2024	WELLS, ASHELY	60.08	REIMBURSEMENT CASELLE CONFERENCE
10/24/2024	WHEELER MACHINERY CO	7,750.00	CAT MINI EXCAVATOR
10/24/2024	WHITMORE, AMANDA	82.08	REIMBURSEMENT CASELLE CONFERENCE
10/28/2024	READING TRUCK EQUIPMENT LLC	870.00	MODULE & WIRING - SNOW PLOW- #3
10/29/2024	GLENS KEY INC.	421.92	LOCK FOR METERS
10/29/2024	LOWE'S	266.15	MISC SUPPLIES- WW COLL
10/29/2024	LOWE'S	27.60	WIRE-SNOW PLOW- #3
10/29/2024	LOWE'S	50.31	MISC SUPPLIES- WATER
10/29/2024	MID ATLANTIC TRUST COMPANY	3,531.22	401(K)
10/29/2024	MOUNTAINLAND SUPPLY COMPANY	1,450.04	STOCK PARTS- SHOP
10/29/2024	OSINC, INC	200.00	SAFETY BOOTS
10/29/2024	SMITH HARTVIGSEN, PLLC	3,000.00	LEGAL EXPENSE FOR GENERAL MATTERS
10/29/2024	SMITH HARTVIGSEN, PLLC	265.50	LEGAL EXPENSE FOR GENERAL MATTERS
10/31/2024	AMERICAN EAGLE READY MIX	776.00	CONCRETE- MANHOLE REHABILITATION
10/31/2024	AQS ENVIRONMENTAL SCIENCE	2,000.00	SEWER CHEMIST CONSULTANT
10/31/2024	BATTERY SYSTEMS	504.12	BATTERIES- #8
10/31/2024	BUCHANAN ACCESS SYSTEMS, LLC	2,986.00	REPAIR GATE- WWTP
10/31/2024	COLONIAL FLAG & SPECIALTY	633.00	FLAGS- EDR & ADMIN OFFICE
10/31/2024	GENEVA PIPE AND PRECAST	16,447.78	BASE LINER & REPLACEMENT PIPE- MANHOLE REHABILITATION
10/31/2024	GOBLE SAMPSON ASSOCIATES INC.	875.00	REPLACEMENT HOSES- FLUORIDE INJECTION PUMP- EDR
10/31/2024	HARRINGTON INDUSTRIAL PLASTICS	181.06	PIPE FITTINGS- CHLORINE ANALYZER- WWTP
10/31/2024	LGG INDUSTRIAL, INC	105.16	FITTINGS- CHLORINE ANALYZER- WWTP
10/31/2024	MIDGLEY-HUBER, INC	1,279.42	AIR CHILLER PUMP-SECONDARY PUMP HOUSE
10/31/2024	OLYMPUS INSURANCE COMPANY	100.00	TRAVELERS BOND
10/31/2024	PREFERRED PAVING	9,097.92	ASPHALT REPAIR- 7437 W MIRIAM WAY

MAGNA WATER DISTRICT
INVOICE PAYMENTS
9/30/2024 TO 11/03/2024

Check Issue Date	Payee	Amount	Description
10/31/2024	PURCELL TIRE COMPANY	55.50	REPAIR TIRE- #61
10/31/2024	SHEPHERD, JAYDON	306.00	REIMBURSEMENT & BONUS FOR EXAM
10/31/2024	TOTAL POWER & CONTROLS, LLC	552.50	TROUBLESHOOT & REPAIR AERATION BLDG GENERATOR- WWTP
10/31/2024	TOTAL POWER & CONTROLS, LLC	9,881.15	INSTALL ELECTRICAL & CONTROLS- CHLORINE BLDG - WWTP
10/31/2024	TOTAL POWER & CONTROLS, LLC	3,195.00	REPLACE WIRING & JUNCTION BOX-CONTACT BASIN- WRF
10/31/2024	TOTAL POWER & CONTROLS, LLC	1,304.65	TROUBLESHOOT & REPAIR- HEADWORKS STEP SCREEN #2- WWTP
10/31/2024	W.E.T.	2,050.00	WWTP LAB & TESTING
		$ 1,349,912.02	

VENDOR NAME	AMOUNT	YTD Totals
ADOBE	334.36	994.13
ADVANCED ENGINEERING & ENVIR. SERVICES	66,693.00	168,978.17
AIRGAS	78.00	1,846.98
ALLSTATE	478.27	4,782.70
ALPINE SUPPLY	265.76	265.76
AMAZON CAPITAL SERVICES	837.10	2,705.88
AMERICAN EAGLE READY MIX	776.00	776.00
AMERITAS LIFE INSURANCE CORP	1,642.83	16,256.04
ANSERFONE	865.00	2,978.50
APEX LAND SURVEYORS	1,540.00	2,640.00
APPLICANT PRO	175.90	1,742.92
AQS ENVIRONMENTAL SCIENCE	4,000.00	22,000.00
AQUA ENVIRONMENTAL SERVICES	35,352.40	117,790.25
ARDURRA	6,226.25	30,398.48
AUTOMATIC GATE INSTALLER INC.	1,795.00	2,145.00
BANKCARD	1,194.37	1,194.37
BATTERY SYSTEMS	504.12	2,073.97
BLAND'S RECYCLING	210.00	1,775.00
BLUE STAKES OF UTAH	444.72	5,760.34
BLUELINE	167.00	1,881.20
BOB'S BELT SERVICE	1,402.70	1,402.70
BOWEN COLLINS & ASSOCIATES	49,854.73	280,732.20
BUCHANAN ACCESS SYSTEMS, LLC	2,986.00	2,986.00
CASELLE	2,474.00	26,055.00
CASH (PETTY)	251.43	1,200.52
CATEPILLAR FINANCIAL SERVICES CORP	946.40	12,597.37
CH SPENCER & COMPANY	625.60	8,627.60
CHEMTECH-FORD	4,164.00	78,361.00
CINTAS 1ST AID	483.30	4,884.09
CISNEROS, KIM	36.04	36.04
COLONIAL FLAG & SPECIALTY	633.00	633.00
CORRIO CONSTRUCTION, INC.	357,091.08	5,679,255.66
COSTCO WHOLESALE	114.41	3,290.85
CRS CONSULTING ENGINEERS, INC	1,458.25	33,518.25
CRUS OIL INC./QUALCO	65.76	1,309.33
DEPT OF GOVERNMENT OPER	6,760.50	58,865.05
DIRTY BOYS CONCRETE	19,500.00	19,500.00
DOMINION ENERGY	572.89	103,078.31
E.T. TECHNOLOGIES, INC	3,074.18	130,624.36

VENDOR NAME	AMOUNT	YTD Totals
ELITE GROUNDS, LLC	2,273.87	22,568.62
ENDRESS & HAUSER, INC.	4,043.36	4,043.36
FILTER TECHNOLOGIES	695.64	2,174.80
FLEET PRIDE	2,027.55	2,574.73
GENEVA PIPE AND PRECAST	16,447.78	16,447.78
GLENS KEY INC.	1,019.40	2,986.42
GOBLE SAMPSON ASSOCIATES INC.	875.00	3,078.20
GRAINGER	1,642.74	9,259.13
GREATER S.L. MUNICIPAL SERVICES DIST.	535.00	1,475.00
HACH COMPANY	2,748.98	7,561.38
HARRINGTON INDUSTRIAL PLASTICS	350.56	1,495.70
HARRISON FIRE SERVICES, LLC	177.00	1,463.02
HESCO SERVICES, INC.	1,009.12	4,606.62
HI- VALLEY CHEMICAL	9,828.95	17,945.40
HUBER TECHNOLOGY	8,716.64	360,289.02
JACOB DEAN, METAL SCULPTOR	4,085.00	4,085.00
JENSEN, TORI	31.04	31.04
JORDAN VALLEY WATER	62,333.63	303,636.28
JUB ENGINEERS, INC.	9,237.60	19,763.29
KILGORE COMPANIES, LLC	2,993.12	9,505.26
LEISLE FITZGERALD	82.08	800.32
LEVERAGE IT SOLUTIONS	2,040.00	51,730.74
LGG INDUSTRIAL, INC	247.61	2,944.95
LOWE'S	1,185.97	9,810.96
LYNDON JONES CONSTRUCTION	1,800.00	3,600.00
MAGNA CHAMBER OF COMMERCE	500.00	500.00
MANZANARES, MARK A	306.00	988.84
MCGEES STAMP AND TROPHY CO.	20.00	97.50
MECHANICAL SERVICE & SYSTEMS, INC.	1,057.50	24,002.34
METERWORKS	181,375.55	716,049.82
MID ATLANTIC TRUST COMPANY	7,062.44	232,727.26
MIDGLEY-HUBER, INC	4,166.42	5,834.42
MORGAN ASPHALT	1,044.12	8,157.37
MOUNTAINLAND SUPPLY COMPANY	1,450.04	59,242.31
NATIONAL BENEFIT SERVICES	52.00	43,895.00
OLYMPUS INSURANCE COMPANY	150.00	228,431.00
OLYMPUS SAFETY & SUPPLY, LLC	116.00	3,508.20
ORKIN PEST CONTROL	111.36	2,576.40
OSINC, INC	379.95	3,460.90

VENDOR NAME	AMOUNT	YTD Totals
OWEN EQUIPMENT	2,165.06	14,680.41
PREFERRED PAVING	9,097.92	9,097.92
PURCELL TIRE COMPANY	55.50	2,952.12
PURCHASE POWER	490.50	2,265.00
RAILROAD MANAGEMENT COMPANY LLC	955.41	955.41
READDY GLEDDY, INC.	815.00	1,671.70
READING TRUCK EQUIPMENT LLC	870.00	870.00
REGENCE BCBS OF UTAH	14,675.38	162,869.22
REMOTE CONTROL SYSTEMS. INC.	925.00	13,095.00
REPUBLIC SERVICES	2,421.93	25,938.27
RICOH USA , INC	193.18	3,473.41
ROCKY MOUNTAIN POWER CO.,	115,247.38	751,326.56
S.L.CO. ENGINEERING DIVISION	1,250.00	16,125.00
SAFETY SUPPLY & SIGN CO.	551.04	6,516.90
SEBIS DIRECT, INC	2,869.08	21,794.85
SHEPHERD, JAYDON	306.00	306.00
SHRED IT	159.34	923.13
SIDEWINDERS, LLC	3,257.47	41,964.30
SIGN NOW	144.45	2,010.38
SIRQ, INC	1,800.00	1,800.00
SKM INC.	10,455.47	35,018.95
SMITH HARTVIGSEN, PLLC	3,265.50	32,305.00
STANTEC CONSULTING SERVICES INC.	36,626.58	286,586.63
STAPLES BUSINESS CREDIT	638.86	4,020.94
TERRACON CONSULTANTS, INC.	33,740.00	33,740.00
THATCHER COMPANY	13,670.71	304,859.66
THE SALT LAKE TRIBUNE	458.60	1,051.80
THOMAS PETROLEUM	4,917.86	14,671.19
THOMPSON, LONNIE	23.25	23.25
TOTAL POWER & CONTROLS, LLC	14,933.30	39,949.01
UNDERGROUND SOLUTIONS	1,800.00	1,800.00
UTAH & SALT LAKE CANAL COMPANY	9,810.00	9,810.00
UTAH ASSOCIATION OF SPECIAL DISTRICTS	1,070.00	13,070.00
UTAH BROADBAND	1,153.00	11,330.52
UTAH STATE TAX COMMISSION	35,832.17	137,454.10
UTAH STATE TREASURER	11,999.86	11,999.86
UTAH UC FUND	728.55	4,735.11
UTAH-IDAHO TEAMSTERS SECURITY FUND	44,935.50	426,112.50
VANGUARD CLEANING SYSTEMS	1,542.00	16,962.00

VENDOR NAME	AMOUNT	YTD Totals
VERIZON CONNECT	563.00	5,694.60
VERIZON WIRELESS	404.15	4,231.22
VESTIS	2,790.03	7,306.29
W.E.T.	2,050.00	7,950.00
WEBB-INTEGRATION & SALES	6,292.00	6,292.00
WEF MEMBERSHIP	518.00	1,920.00
WELLS, ASHELY	60.08	60.08
WEST VALLEY CITY	130.20	1,371.80
WESTERN CONF TEAMSTERS PENSION	27,800.68	285,125.73
WHEELER MACHINERY CO	7,916.08	27,522.44
WHITMORE, AMANDA	3,095.88	6,883.12
WORKERS COMPENSATION FUND OF U	2,147.70	19,336.80
TOTALS	1,349,912.02	11,869,121.58

MAGNA WATER DISTRICT
ZIONS BANK BOND PAYMENT
9/30/2024 TO 11/03/2024

Check Issue Date	Payee	Amount	Description
10/3/2024	ZIONS FIRST NATIONAL BANK	83,492.50	5436869-BOND SER 2013
10/31/2024	ZIONS FIRST NATIONAL BANK	160,478.96	MWD GO BOND SERIES 2017
10/31/2024	ZIONS FIRST NATIONAL BANK	99352.79	MWD GO BOND SERIES 2019
		$ 343,324.25	

MANAGERS REPORT

MEMO

TO: **MWD Board of Directors**

FROM: **Clint Dilley, P.E., General Manager**

DATE: **11/06/24 (November 14th Board Meeting)**

RE: **Report and Discussion from General Manager**

PURPOSE OF MEMO

The purpose of this memo is to provide the Magna Water District (MWD) Board of Directors a general report from the General Manager and associated discussion with input from rest of management team to keep the board abreast of general matters in the District. The format of the memo will primarily be a list of bullet points to assist guiding the discussion in the board meeting.

REPORT FROM GENERAL MANAGER

After discussions with the board and management team we have focused our efforts on three main areas including 1) Staffing 2) Operations and 3) Communication as outlined in the following sections.

STAFFING

- Water Operations
    - Service Maintenance/Customer Service position on meter crew was awarded to Travis Rawson
    - Service Maintenance position on construction crew to be posted in house this week
- Wastewater Operations
    - Service Maintenance position on collections crew to be posted in house this week
- Engineering
    - Interim District Inspector position was awarded to Matt Hunter

OPERATIONS

- Water Operations
    - 8400 West 4100 South valve locating was unsuccessful. Recommend install of inline hot tap style valve at this location
    - Construction crew assisting with secondary meter installs to finish up grant program
    - Lead and copper notice letters have been sent out and interactive GIS map completed and posted to website
    - EDR stacks delivered & EDR training completed by Veolia
    - Finished up UCMR 5 sampling requirements

- WWTP Operations
    - WWTP successfully passed fourth quarter biomonitoring
    - C&L working on sewer main lining project on 3500 South in front of General Office building
    - Collections crew worked with Geneva pipe to complete manhole rehab project
    - Reuse landscaping and asphalt work to be completed
- Office
    - Working on caulking and resealing windows in office building this week
    - Front office attended Caselle conference training last month
    - Procurement flow chart completed by Controller
- Delinquent accounts
    - September 2024
        - Accounts that are delinquent: 727
        - Total of all delinquent accounts: $97,875.68
        - Average delinquent account balance: $134.63
        - Pink notices sent out = 444
            - Pink notices were 64% effective
        - Red notices were 94% effective as of 9/23/24

    - August 2024
        - Accounts that are delinquent: 665
        - Total of all delinquent accounts: $85,848.83
        - Average delinquent account balance: $129.09
        - Pink notices sent out = 280
            - Pink notices were 55% effective
        - Red notices were 96% effective as of 8/15/24

    - July 2024
        - Accounts that are delinquent: 244
        - Total of all delinquent accounts: $31,225.75
        - Average delinquent account balance: $127.97
        - Pink notices sent out = 403
            - Pink notices were 61% effective
        - Red notices were 96% effective as of 7/17/24

COMMUNICATION & MORALE

- Continue working toward improving communication w/ board members & community partners
    - Board & Mgmt to attend UASD conference training this week
    - Mgmt team to meet with JVWCD on 11/5/24 to discuss fluoride
- Work to improve communication & morale with employees
    - GM & OM's completed facility walk throughs
- Work to improve communication with customers
    - Thorough and prompt response to customer concerns and complaints

ENGINEERING REPORT

Engineering Report (Updated 11/04/24)

Capital and General Engineering Projects

- **2023 Water line replacement project**
  - **8850 W. & 9000 W.**
    - **Complete**
- **WRF Reuse Project**
  - Working on final items, landscape, painting, etc.
- **Influent Pump Station**
  - **Processing submittals and RFI's**
  - **Breaking Ground on Grit Building**
  - Equipment Pre-procurement
    - Screw Pumps delivered
    - Grit Washers
- **WWTP Facility Plan Update**
  - WWTP model complete
  - Facility assessment complete
  - **Approximately 90% 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**
    - **Submitted work plan and cost estimate to EPA for review**
- **Haynes Well #7 Rehabilitation**
  - **Working on Specifications for chemical treatment**
- West Side Collection Phase 1B Project
  - **Bid Recommendation for BD Bush Excavation and Pilot Tube crossing method**
- Truck Garage
  - Adjust size to 4 bays
- Solids Handling Building Expansion
  - Plan review in progress
- **Change House**
  - **Alternative Analysis presenting to Board in December.**
- Zone 3 Secondary Water Reservoir
  - **NG property closing by year end.**
  - Design 80% complete.
- **Lobby Office**
  - Complete, Ordering table and chairs. Pricing in December meeting

WATER OPERATIONS REPORT

Water Production Report & Callout Report

October 2024

Water Production Summary

The culinary water production for the month of October was 146.43 million gallons or 449.41-acre feet, a 22.32% increase from 2023. YTD was 1,569.12 million gallons or 4,815.81-acre feet, a 9.06% increase from 2023.

We have purchased 666.90-acre feet of water from Jordan Valley Water.

The secondary water production for the month of October was 34.01 million gallons or 104.38-acre feet, an 63.25% increase from 2023. YTD as was 432.40 million gallons or 1,327.10-acre feet, a 33.75% increase from 2023.

Callout Report – Water and Wastewater Combined

Total number of call outs - 9
- Water – 9
- Wastewater – 0

Total Hours for call outs – 33
- Water – 33
- Wastewater – 0

Mainline Leak – 0
Service Line Leaks – 3
Miscellaneous - 6

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

Source	Month's Deliveries (AF)		Change %	Current Month's Gall	Deliveries YTD (AF)		Change %	YTD Gallons
CULINARY WATER	**2024**	**2023**			**2024**	**2023**		
Well Sources Barton and Haynes	428.34	315.23			4,806.67	4,260.79		
To Waste	48.15	31.68			569.52	514.01		
Total Finished Blend EDR	379.98	279.36			4,148.91	3,705.21		
JVWCD Magna Reading	68.27	69.60			665.16	672.62		
JVWCD	69.43	**69.74**			**666.90**	**674.31**		
Total Culinary Water	**449.41**	349.10	22.32%	146,430,361	4,815.81	4,379.52	9.06%	1,569,125,741
SECONDARY WATER								
Irrigation Well #1	22.45	11.29			231.72	106.60		
Irrigation Well #2	-	11.76			59.79	158.16		
Irrigation Well #3	9.72	5.81			36.55	59.66		
High Zone (secondary)	27.53	6.53			348.80	172.36		
Low Zone (secondary)	44.68	2.97			650.24	382.49		
Total secondary Usage	104.38	38.36	63.25%	34,010,031	1,327.10	879.27	33.75%	432,406,339
Total Production of Water	553.79	387.46	30.03%	180,440,288	6,142.91	5,258.79	14%	2,001,532,079

*** EDR Blend + Total Secondary + JVWCD = Total Production**

OCTOBER CALL OUTS

Dept.	Employee	Date	Hours	Description
EDR	MATT SKOGERBOE	10/3/2024	3	UNIT 4 FAILURE- START UNIT 1
		10/14/2024	3	LET WVC INTO GATE @ BARTON TO RETRIEVE EQUIPMENT
WATER	MICHAEL HARMS	10/4/2024	3	WATER BUBBLING FROM ASPHALT - 2810 S 8750 W
		10/21/2024	3	SERVICE LEAK - 3040 S 9150 W
WATER	JUSTIN LONG	10/12/2024	6	SERVICE LEAK -LANDMARK DR 2" ; COLDSIDE LEAK - 2598 S 8800 W
		10/14/2024	3	TURN OFF WATER, HOUSE FLOODING - 7365 W MINESIDE DR
		10/15/2024	3	PICK UP BARRICADE FROM ASPHALT JOB- 7437 W MIRIAM WAY
WAER	TRAVIS RAWSON	10/12/2024	3	SERVIC LEAK- LANDMARK DR 2"
WATER	ROB JATERKA	10/18/2024	3	BROKEN SECONDARY- DIXON DOWNS
WATER	CONNOR MCREYNOLDS	10/26/2024	3	SHUT OFF WATER, BROKEN STOP & WASTE- 2666 S COPPERVIEW DR.

Total Callout Hours	**33**
Total Callouts	**9**
Total Water/EDR Hours	**33**
Total # of Water Callouts	**9**
Total WWTP Hours	
Total WWTP Callouts	

LEAKS

Date	Address	Hours	Mainline/Service
10/12/2024	LANDMARK DR	6	SERVICE
10/21/2024	3040 S 9150 W	3	SERVICE
	TOTAL	**9**	

CONTROLLER/ CLERK 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	10/10/2024	11/30/2024	10/1/2025
Annual Certification and Filing of Budget with State Auditor	11/30/2024	12/31/2024	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	6/30/2024	6/30/2024	6/30/2025
Participation in Utah Public Finance Website (transparent.utah.gov) Salaries/Benefits	1/30/2024	3/31/2024	3/31/2025
Quarterly Budget to Actual Reports provided to Board of Trustees			
1st Quarter	5/16/2024	May	05/31/2025
2nd Quarter	8/8/2024	July	07/31/2025
3rd Quarter	11/14/2024	November	11/30/2025
4th Quarter		February	02/28/2026
Quarterly Expenditures and Revenues posted to Utah Public Transparency Website			
1st Quarter	4/27/2024	04/30/2024	04/30/2025
2nd Quarter	7/30/2024	07/31/2024	7/31/2025
3rd Quarter	10/31/2024	10/31/2024	10/31/2025
4th Quarter		01/31/2025	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	7/15/2024	07/31/2024	7/31/2025
December 31 Report	1/25/2024	01/31/2025	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	5/22/2024	A year from the last filing	4/11/2025
Disclosure regarding responsibility of homeowner to repair retail water line	5/1/2024 10/31/2024	Semi-Annually	10/31/2024
Annual ET Technologies Waste Renewal Certification	4/30/2024	4/30/2024	4/30/2025
Water Use Report	3/31/2024	03/31/2024	3/31/2025

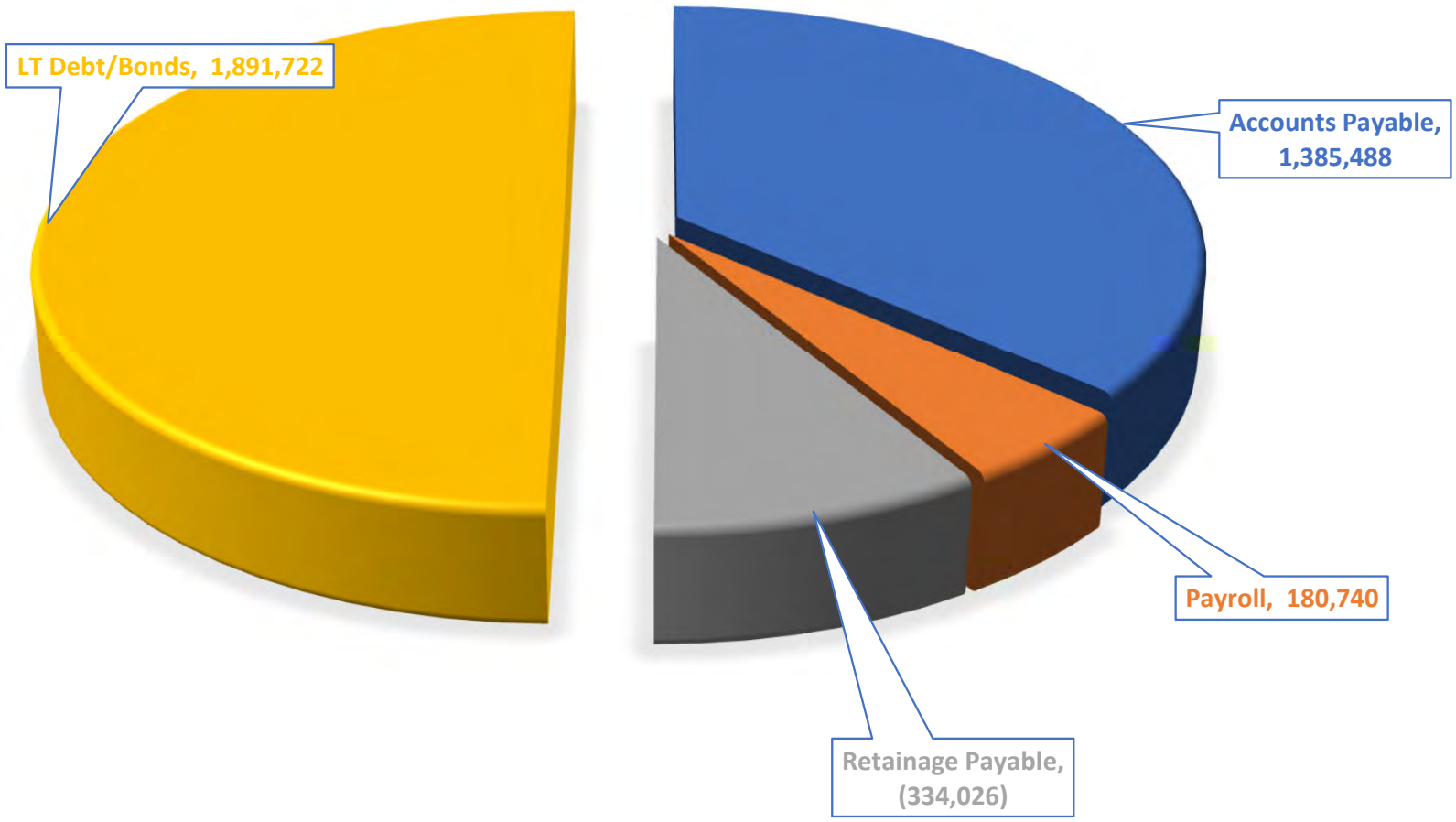
Municiple Wastewater Planning Program Report	4/11/2024	April 15	5/1/2025
Publish Consumer Confidence Report	7/1/2024	Every July 1	7/1/2025
Annual Employee Training			
Sexual Harassment & Discrimination	5/31/2024	December 31	5/31/2025
Tuition Assistance Program	On-going	During Hiring Onboarding	On-going
Fraud Awareness Training	9/1/2024	December 31	9/1/2025
Ethical Behavior	7/31/2024	December 31	7/31/2025
Preventing Violence in the Workplace	6/26/2024	December 31	6/30/2025
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	2/29/2024	02/29/2025
Emloyee Performance Evaluations	11/30/2024	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	4/9/2024	December 2024	4/9/2025
Proper Notice of Public Meetings	Ongoing	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" (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 descruibed 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	ongoing	ongoing	ongoing
Meeting Minutes 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 listenting.	Ongoing		Ongoing

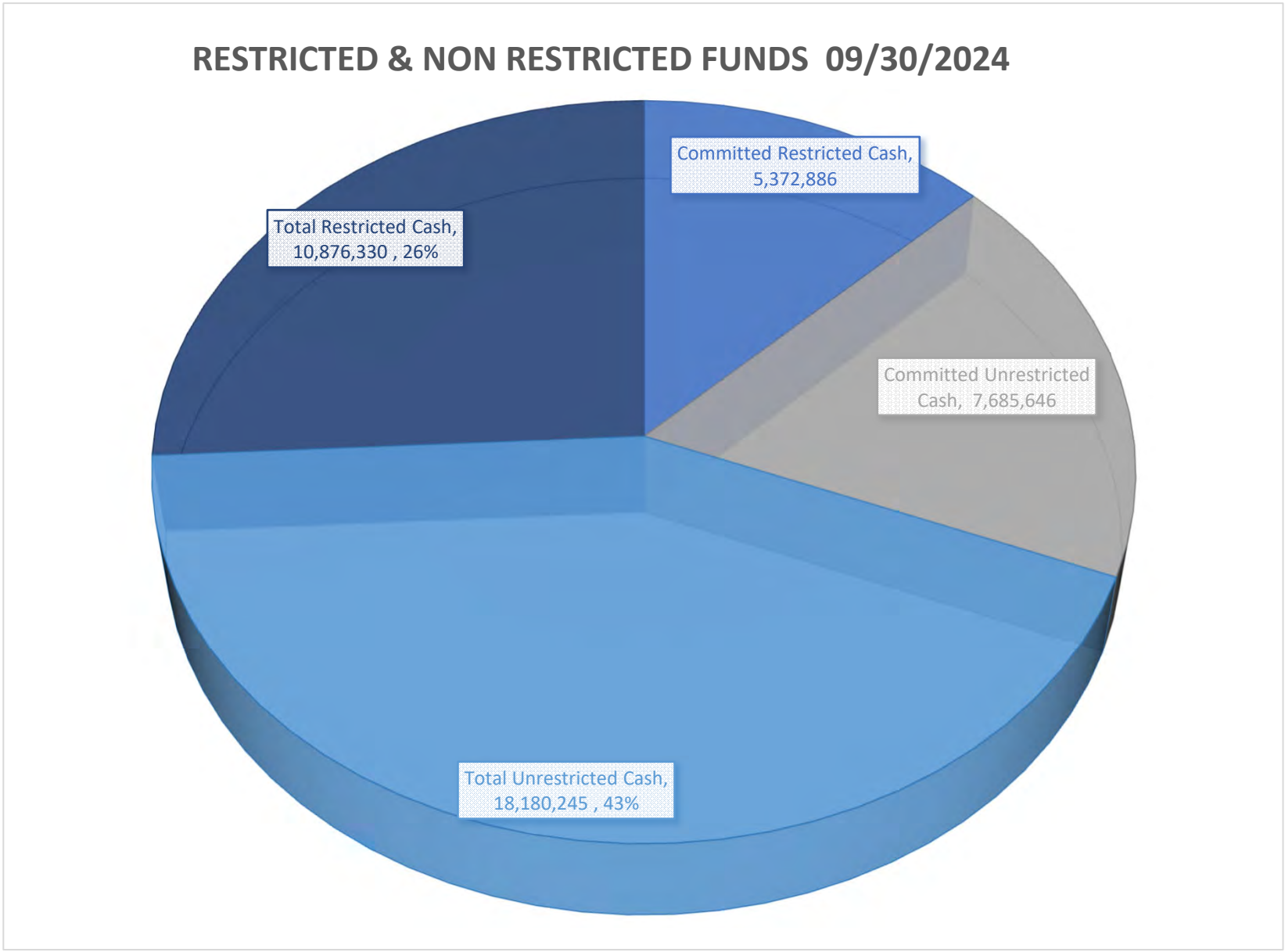
MAGNA WATER DISTRICT
OVERAL BOTTOM LINE

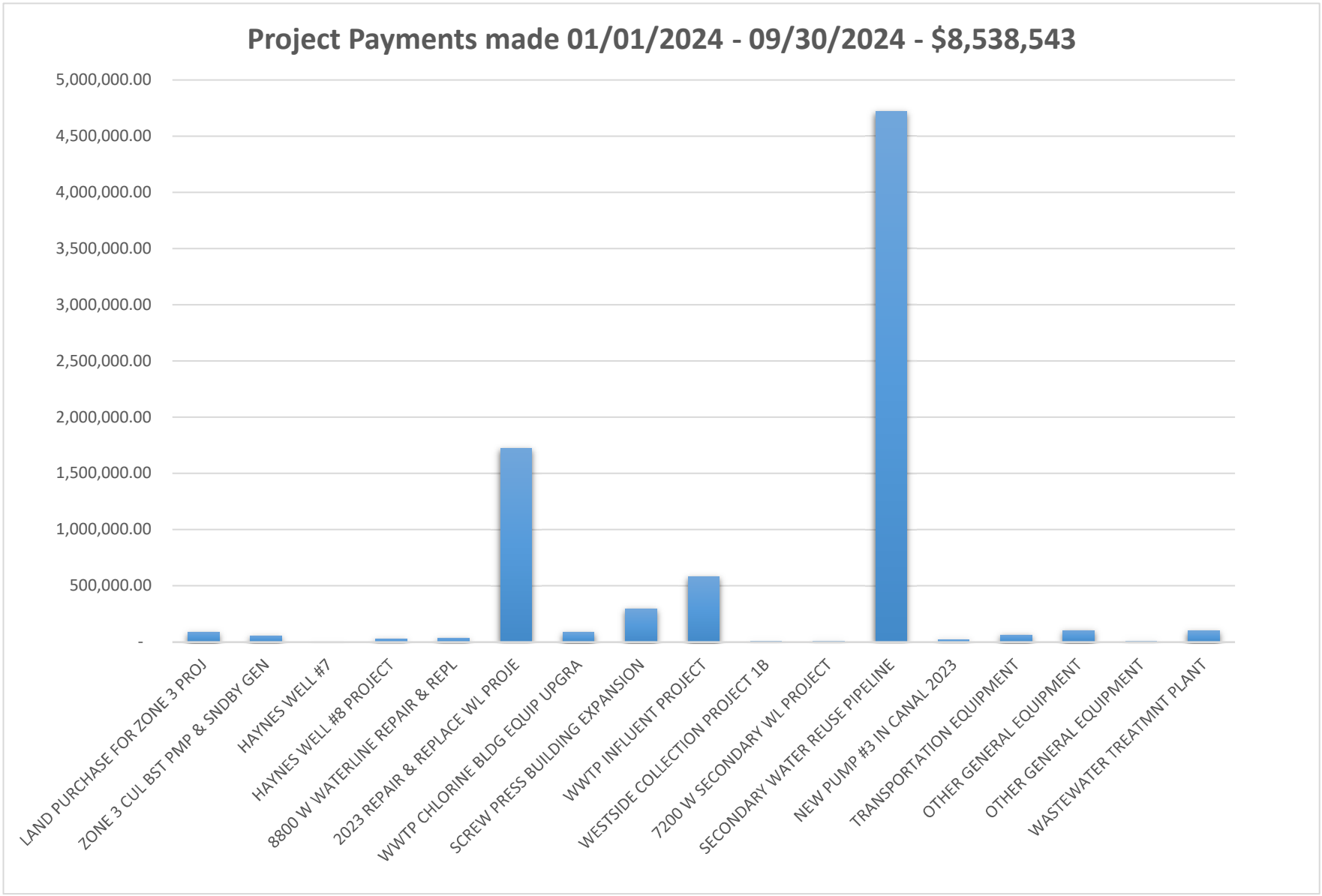
	9/30/2024	9/30/2023
Total Revenue	$ 21,631,815.19	$ 18,526,781.63
Total Expenses	$ 11,902,355.14	$ 10,298,232.43
Overall Income/(Loss)	$ 9,729,460.05	$ 8,228,549.20
		$ 1,500,910.85

	2024 Actual	2023 Actual	Difference (dec)/Inc
WATER SALES	4,606,691.24	3,921,665.61	685,025.63
SEWER SERVICE CHARGES	3,836,004.60	3,450,294.76	385,709.84
PROPERTY TAX REVENUE	534,740.48	491,629.13	43,111.35
IMPACT FEES	3,910,921.79	5,471,556.36	(1,560,634.57)
INTEREST INCOME INVESTMENTS	1,600,614.43	1,170,019.69	430,594.74
CONNECTION FEES & OTHER INCOME	1,851,733.96	3,674,829.53	(1,823,095.57)
OTHER NON-OPER INCOME	1,229,103.33	8,169.42	1,220,933.91
NON RESIDENT FEE IN LIEU OF PR	113,274.00	92,259.00	21,015.00
OTHER OPERATING INCOME	85,265.25	84,142.60	1,122.65
GRANT OPERATING REVENUE	3,860,000.00	-	3,860,000.00
GAIN/LOSS ON SALE OF ASSETS	300.00	158,763.50	(158,463.50)
UNREALIZED GAINS/LOSSES	-	-	-
CONTR LINES WATER SH METERS	3,166.11	3,452.03	(285.92)
OTHER NON-OPERATING EXPENSE	9,667.34	18,111.67	(8,444.33)
LEASE EXPENSE	19,513.46	18,658.46	855.00
OTHER OPERATING EXPENSE	495,862.15	466,629.19	29,232.96
UTILITIES	715,858.28	732,123.92	(16,265.64)
INTEREST EXPENSE	462,228.03	486,404.95	(24,176.92)
CONTRACTUAL SERVICES	466,855.50	408,080.64	58,774.86
MATERIALS and SUPPLIES	1,921,559.77	1,781,525.05	140,034.72
SALARIES AND BENEFITS	3,385,810.67	3,116,698.58	269,112.09
DEPRECIATION & AMORTIZATION	4,424,999.94	3,269,999.97	1,154,999.97
	9,729,460.05	8,228,549.20	1,500,910.85

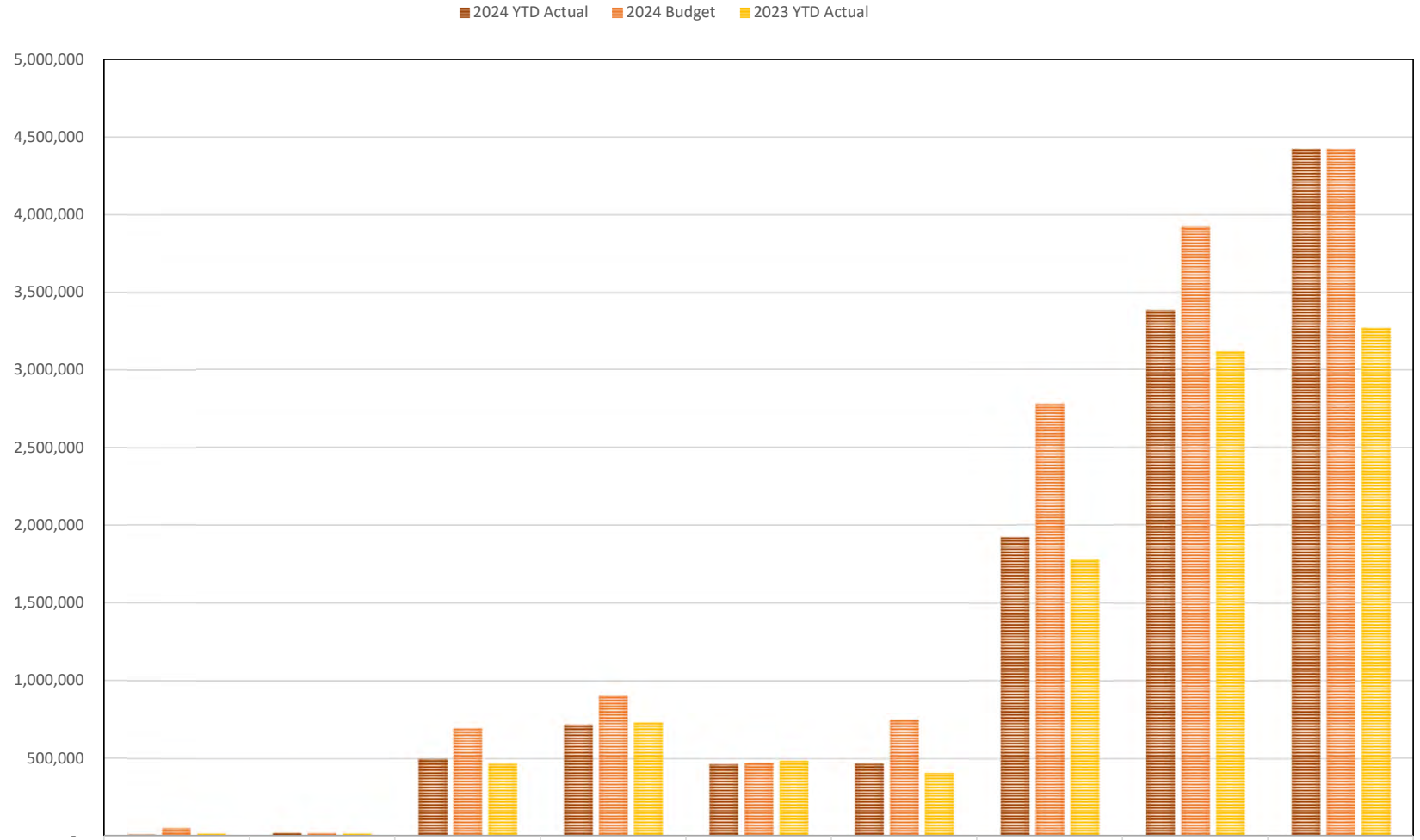
NET DECREASE IN PAYABLES FROM JAN - SEPT 2024 $3,123,925




RESTRICTED & NON RESTRICTED FUNDS 09/30/2024
Committed Restricted Cash, 5,372,886
Committed Unrestricted Cash, 7,685,646
Total Unrestricted Cash, 18,180,245 , 43%
Total Restricted Cash, 10,876,330 , 26%

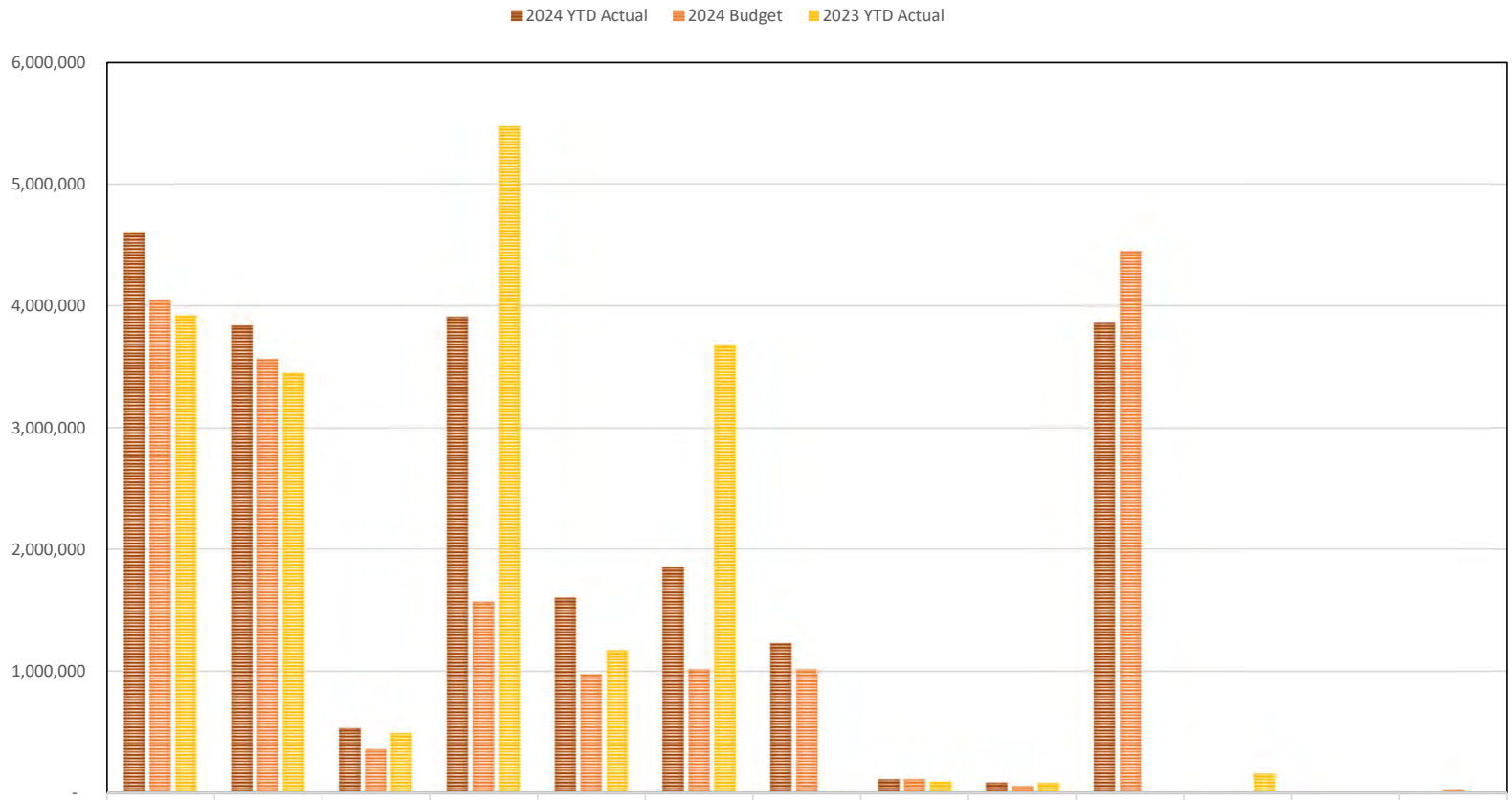

Project Payments made 01/01/2024 - 09/30/2024 - $8,538,543
5,000,000.00
4,500,000.00
4,000,000.00
3,500,000.00
3,000,000.00
2,500,000.00
2,000,000.00
1,500,000.00
1,000,000.00
500,000.00
-
LAND PURCHASE FOR ZONE 3 PROJ
ZONE 3 CUL BST PMP & SNDBY GEN
HAYNES WELL #7
HAYNES WELL #8 PROJECT
8800 W WATERLINE REPAIR & REPL
2023 REPAIR & REPLACE WL PROJE
WWTP CHLORINE BLDG EQUIP UPGRA
SCREW PRESS BUILDING EXPANSION
WWTP INFLUENT PROJECT
WESTSIDE COLLECTION PROJECT 1B
7200 W SECONDARY WL PROJECT
SECONDARY WATER REUSE PIPELINE
NEW PUMP #3 IN CANAL 2023
TRANSPORTATION EQUIPMENT
OTHER GENERAL EQUIPMENT
OTHER GENERAL EQUIPMENT
WASTEWATER TREATMNT PLANT

SEPTEMBER 2024 YTD EXPENSES BUDGET VS 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	9,667	19,513	495,862	715,858	462,228	466,856	1,921,560	3,385,811	4,425,000
2024 Budget	50,994	18,747	691,785	902,347	470,349	748,412	2,778,381	3,922,938	4,424,994
2023 YTD Actual	18,112	18,658	466,629	732,124	486,405	408,081	1,781,525	3,116,699	3,270,000

SEPTEMBER 2024 YTD REVENUE BUDGET VS 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	4,606,691	3,836,005	534,740	3,910,922	1,600,614	1,851,734	1,229,103	113,274	85,265	3,860,000	300	-	3,166
2024 Budget	4,044,050	3,562,500	356,384	1,567,503	974,997	1,015,092	1,013,256	112,500	56,250	4,451,247	-	-	22,500
2023 YTD Actual	3,921,666	3,450,295	491,629	5,471,556	1,170,020	3,674,830	8,169	92,259	84,143	-	158,764	-	3,452

MAGNA WATER DISTRICT
BALANCE SHEET
SEPTEMBER 30, 2024

ASSETS

01-00-1010-00	014198014 CHECKING	2,081,245.14
01-00-1011-00	5038 SEWER IMPACT FEES-RESTR	3,908,392.59
01-00-1012-00	TILL MONEY	900.00
01-00-1015-00	EXPRESS EFT PAYMENTS	297,840.70
01-00-1027-00	610497 PROJECT CASH BONDS	230,937.57
01-00-1028-00	610505 PROJECT CASH BONDS	230,927.45
01-00-1030-00	PETTY CASH	400.00
01-00-1035-00	5767 - PROPERTY TAXES	11,757,775.34
01-00-1050-00	5628332 ZIONS INVESTMENTS	5,479,653.46
01-00-1112-00	5674 OPEB RESERVE	2,813,223.98
01-00-1118-00	4816 WW RESERVE ACCOUNT	4,351,140.71
01-00-1118-01	4816 SECONDARY SUBSIDY FUND	866,717.08
01-00-1124-01	3166 IMPACT FEES WATER-RESTR	5,887,180.91
01-00-1127-00	5436867A 2007 REV BOND-RESTR	312,757.60
01-00-1129-01	4319 - UNRESTRICTED (97B BOND)	1,133,032.50
01-00-1130-00	3900 SECONDARY WATER LINES	1,154,510.51
01-00-1145-00	5186 ATK FIXED SERV COSTS PMT	1,013,674.31
01-00-1257-00	5436867 2007 BOND FUND-RESTR	276,110.68
01-00-1262-00	5436869 2013 GO BOND FUND REST	318,674.39
01-00-1275-00	5436871 2017 GO BOND FUND	1,291.76
01-00-1290-00	5436872 SERIES 2019 BOND FUND	705.13
01-00-1300-00	CASH CLEARING - UTILITIES	(1,984.71)
01-00-1310-00	ACCTS REC. -WATER & SEWER	1,359,665.06
01-00-1315-00	CONTRACT AR	92.06
01-00-1320-00	ALLO UNCOLL. ACCT. (CRE.)	(8,311.00)
01-00-1340-00	ALLOW UNCOLLECTIBLE TAXES	(900.00)
01-00-1370-00	MISCELLANEOUS RECEIVABLES	3,372,556.49
01-00-1520-00	PREPAID EXPENSE	116,999.16
01-00-1530-00	OTHER - INVENTORY	513,194.36
01-00-1530-01	OTHER-METER INVENTORY	668,202.56
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	1,999,989.01
01-00-1660-00	OTHER GENERAL EQUIPMENT	2,077,703.01
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	(3,282,251.61)
01-00-1702-00	WATER RIGHTS	350,592.00
01-00-1705-00	LAND AND LAND RIGHTS	2,101,089.61
01-00-1705-98	LAND PURCHASE FOR ZONE 3 PROJ	87,583.69
01-00-1710-00	STRUCTURES & IMPROVEMENTS	28,844,326.82
01-00-1710-85	ZONE 3 CUL BST PMP & SNDBY GEN	55,855.00
01-00-1715-00	COLL. & IMPD. RESERVOIRS	8,858,186.04
01-00-1720-00	WELLS AND SPRINGS	2,282,074.11
01-00-1720-87	HAYNES WELL #7	669.75
01-00-1720-88	HAYNES WELL #8 PROJECT	73,483.03
01-00-1740-00	TRANS. & DISTRIB. MAINS	36,688,954.59
01-00-1740-77	8800 W WATERLINE REPAIR & REPL	35,408.50
01-00-1740-78	2023 REPAIR & REPLACE WL PROJE	1,772,183.50
01-00-1745-00	SERVICE WATER CONNECTIONS	105,958.71
01-00-1750-00	WATER METERS	3,270,734.59
01-00-1765-00	LESS ACC. DEP WATER UT PL	(35,680,104.37)
01-00-1810-00	LAND & LAND RIGHTS-SEWER	412,740.72
01-00-1820-00	WASTEWATER TREATMNT PLANT	37,984,638.25
01-00-1820-79	WWTP CHLORINE BLDG EQUIP UPGRA	88,381.00

01-00-1820-80	SCREW PRESS BUILDING EXPANSION	368,527.30	
01-00-1820-83	WWTP INFLUENT PROJECT	1,073,788.59	
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	174,240.42	
01-00-1880-00	OTHER GENERAL EQUIPMENT	350,326.42	
01-00-1890-00	LESS ACC. DEP. -SEWER PLT	(28,476,110.70)	
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	41,957.17	
01-00-1930-91	SECONDARY WATER REUSE PIPELINE	9,715,256.15	
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	522,043.80	
01-00-1945-00	SECONDARY PUMP STATIONS	1,492,529.94	
01-00-1945-98	NEW PUMP #3 IN CANAL 2023	85,103.52	
01-00-1990-00	SECONDARY WATER ACCUM DEPRECIA	(4,260,534.42)	
01-00-1995-00	DEFERRED PENSION OUTFLOWS	590,961.00	
01-00-1996-00	DEFERRED OPEB OUTFLOWS	692,538.00	
	TOTAL ASSETS		168,046,961.97

LIABILITIES AND EQUITY

LIABILITIES

01-00-2020-00	RETAINAGE PAYABLE	528,577.85
01-00-2110-00	ACCOUNTS PAYABLE	125,210.96
01-00-2125-00	OPEB OBLIGATION	1,882,318.29
01-00-2140-00	ACCRUED SICK LEAVE	125,158.08
01-00-2200-00	LEASE ACCRUED INTEREST	2,935.43
01-00-2210-00	ACCRUED INTEREST 2019 GO BOND	65,133.35
01-00-2245-00	ACCR INT PAYABLE 2017 GO BOND	105,176.84
01-00-2260-00	2003 WATER RESOURCE INT PAYABL	80.75
01-00-2264-00	ACCRUED INTEREST 2013 GO BOND	20,540.93
01-00-2268-00	ACCRUED INT 2007REV BOND	44,370.00
01-00-2320-00	STATE INC. TAXES WITHHELD	33,927.49
01-00-2340-00	401(K) WTH & PAID	3,154.26
01-00-2345-00	EXECUTIVE PENSION	(41,027.70)
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	(4,355.57)
01-00-2365-00	AFLAC WTH & PMTS	633.18
01-00-2370-00	ALLSTATE INSURANCE LIFE DIS	232.40
01-00-2374-00	APA BENEFITS 401K LOAN	376.96
01-00-2383-00	LINCOLN NATIONAL LIFE INS CO	(731.10)
01-00-2391-00	UITSF UNION HEALTH INSURANCE	44,935.50
01-00-2392-00	WCT UNION PENSION	27,800.68
01-00-2394-00	CHILD SUPPORT WITHHELD	307.38
01-00-2395-00	REGENCE BCBS INSURANCE	(14,675.29)
01-00-2397-00	DEVELOPMENT PROJECT BONDS	429,409.60
01-00-2399-00	MISC PAYABLE	76.90
01-00-2410-00	HYDRANT DEPOSITS	36,200.00
01-00-2420-00	BANKRUPTCY DEPOSITS	698.14
01-00-2450-34	TOLBERT SUBDIVISION	6,618.32
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	6,659.65
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
01-00-2451-80	SEAL MASTER	10,789.00
01-00-2451-83	GATEWAY TO LV PH 4	(17,371.87)
01-00-2451-84	DAHLE MAGNA APARTMENTS	2,494.08
01-00-2451-85	KERSEY CREEK MINOR SUBDIVISION	10,188.00
01-00-2451-87	DELGADO & SONS TRUCK FACILITY	4,112.08
01-00-2451-88	GLV PHASE 5A	12,395.77
01-00-2451-89	LVG PHASE 5B	(1,980.25)
01-00-2451-90	COPPER TERRACE TOWNHOUSES	11,166.00
01-00-2451-91	PENDLETON ESTATES	1,410.00

01-00-2451-92	FASTENAL COMPANY		7,723.00	
01-00-2451-95	LEAH COURT		1,705.00	
01-00-2451-96	WHITAKER CONST OFFICE		10,801.00	
01-00-2451-98	GUZZLE SODA		1,410.00	
01-00-2451-99	SWIG ARBOR PARK DR		2,425.00	
01-00-2452-02	GABLER'S GROVE PH 5 SF & 6 TOW		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	
01-00-2452-09	PENDLETON FIELDS PH 2A		8,315.00	
01-00-2452-12	CHIPOTLE MAGNA - SHELL BLDG		1,825.00	
01-00-2452-15	WEST VALLEY WETLAND PARK		6,414.00	
01-00-2452-16	CYPRUS SEMINARY BLDG @ LVG		4,110.00	
01-00-2452-19	CAN AM LOGISTICS FACILITY		1,935.00	
01-00-2512-00	VEHICLE LEASE PAYABLE		674,730.12	
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	
01-00-2558-00	2017 GO BOND PAYABLE		10,175,000.00	
01-00-2559-00	2019 GO BOND PAYABLE		6,585,000.00	
01-00-2562-00	2003 WATER RESOURCE LOAN - SEC		198,733.61	
01-00-2570-00	2017 BOND PREMIUM		561,486.32	
01-00-2575-00	2019 BOND PREMIUM		525,124.56	
01-00-2580-00	2013 BOND PREMIUM		89,231.88	
	TOTAL LIABILITIES			30,340,549.65
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
01-00-3010-00	UNRESTRICTED NET ASSETS	24,986,554.81		
01-00-3020-00	RESTRICTED FOR DEBT SERVICE	1,084,757.00		
01-00-3030-00	RESTRICTED FOR CAPITAL PROJECT	13,937,917.00		
01-00-3100-00	NET INVEST IN CAPITAL ASSETS	87,967,723.46		
	REVENUE OVER EXPENDITURES - YTD	9,729,460.05		
	BALANCE - CURRENT DATE		137,706,412.32	
	TOTAL FUND EQUITY			137,706,412.32
	TOTAL LIABILITIES AND EQUITY			168,046,961.97

MAGNA WATER DISTRICT
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

		PY ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PCNT
	WATER					
01-01-4000-00	WATER SALES	3,637,817.00	4,237,626.54	3,709,480.00	(528,146.54)	114.2
01-01-4005-00	WATER METER SET	201,235.00	86,871.00	112,500.00	25,629.00	77.2
01-01-4007-00	WATER INSPECTION	70,549.52	39,304.08	37,503.00	(1,801.08)	104.8
01-01-4008-00	WATER BUY-IN	740,531.28	641,476.96	259,542.00	(381,934.96)	247.2
01-01-4010-00	WATER IMPACT FEE	3,852,721.72	3,133,612.79	1,230,003.00	(1,903,609.79)	254.8
01-01-4015-00	METER TAMPERING FEE	600.00	400.00	747.00	347.00	53.6
01-01-4016-00	FEES (DELINQUENT ACCTS)	3,640.00	4,930.00	2,997.00	(1,933.00)	164.5
01-01-4040-00	OTHER OPER. INCOME-WATER	75,383.04	85,265.25	56,250.00	(29,015.25)	151.6
01-01-4044-00	PROPERTY TAX REVENUE	120,883.55	125,705.90	138,302.00	12,596.10	90.9
01-01-4050-00	PROPERTY TAX MV REVENUE	70,108.97	61,677.32	8,092.00	(53,585.32)	762.2
01-01-4055-00	PROP TAX MISC REDEMP	25,619.27	44,874.91	3,596.00	(41,278.91)	1247.9
01-01-4060-00	GAIN ON SALE OF ASSETS	120,718.94	300.00	.00	(300.00)	.0
01-01-4080-00	OTHER NON-OPERATING INCOM	7,299.09	.00	3,753.00	3,753.00	.0
01-01-4080-01	GRANT MONIES JVWCD CONSERVATIO	.00	.00	4,451,247.00	4,451,247.00	.0
01-01-4080-03	DOD GRANT	.00	3,860,000.00	.00	(3,860,000.00)	.0
	TOTAL WATER REVENUE	8,927,107.38	12,322,044.75	10,014,012.00	(2,308,032.75)	123.1

		PY ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PCNT
01-01-4115-00	SALARIES - WATER	667,050.58	768,188.80	848,250.00	80,061.20	90.6
01-01-4130-00	PAYROLL TAXES	62,227.69	67,571.18	82,503.00	14,931.82	81.9
01-01-4135-00	EMPLOYEE FRINGE BENEFITS	281,196.24	306,960.62	330,003.00	23,042.38	93.0
01-01-4135-01	EMPLOYEE HEALTH & WELNESS PROG	1,258.33	787.50	3,600.00	2,812.50	21.9
01-01-4150-00	ENGINEERING	.00	19,556.84	172,503.00	152,946.16	11.3
01-01-4151-00	ENGINEERING EXP - SUBDIVISIONS	.00	(30.00)	.00	30.00	.0
01-01-4156-00	MAINTENANCE CONTRACTS	2,676.96	2,623.92	5,247.00	2,623.08	50.0
01-01-4160-00	EQUIPMENT LEASE EXPENSE	18,658.46	19,513.46	18,747.00	(766.46)	104.1
01-01-4165-00	JANITORIAL EDR	4,878.00	4,878.00	4,950.00	72.00	98.6
01-01-4170-00	WATER LAB & TESTING	23,135.86	25,932.16	38,997.00	13,064.84	66.5
01-01-4173-00	FIRST AID & SAFETY	721.70	2,411.86	1,125.00	(1,286.86)	214.4
01-01-4175-00	OTHER CONTRACTUAL SERVICE	9,000.00	9,000.00	9,000.00	.00	100.0
01-01-4178-00	INSPECTION EXPENSE	47,931.16	30,836.60	3,753.00	(27,083.60)	821.7
01-01-4180-00	WATER PURCHASED	226,925.78	209,114.97	247,500.00	38,385.03	84.5
01-01-4185-00	REPAIRS MAINTENANCE-WATER	321,733.72	282,201.01	690,750.00	408,548.99	40.9
01-01-4215-00	UNIFORMS AND LINEN WATER	12,634.02	9,566.69	15,003.00	5,436.31	63.8
01-01-4216-00	STORMWATER FEE FOR EDR	1,041.60	1,041.60	1,197.00	155.40	87.0
01-01-4217-00	GARBAGE COLLECTION	4,701.44	4,723.32	5,625.00	901.68	84.0
01-01-4220-00	OFFICE SUPPLIES	954.61	1,329.39	1,503.00	173.61	88.5
01-01-4220-01	OFFICE EQUIPMENT EXPENSE	319.88	226.04	3,753.00	3,526.96	6.0
01-01-4230-00	QUESTAR GAS	36,441.53	31,393.42	47,239.00	15,845.58	66.5
01-01-4230-01	ROCKY MOUNTAIN POWER	19,898.11	25,914.53	442,897.00	416,982.47	5.9
01-01-4230-02	BARTON 1&2 201610860078	277,610.25	217,510.46	.00	(217,510.46)	.0
01-01-4230-05	ZONE 3 CUL PMP ST 201610860177	25,682.88	35,001.24	.00	(35,001.24)	.0
01-01-4230-06	BOOSTER STA. 201610860060	9,029.69	5,384.66	.00	(5,384.66)	.0
01-01-4230-07	BACHUS RESV. 201610860029	344.17	172.10	.00	(172.10)	.0
01-01-4230-08	3500 S. TNKS. 201610860011	2,147.56	(630.26)	.00	630.26	.0
01-01-4230-09	VFORGE RESERV 259599560036	18,213.04	19,684.78	.00	(19,684.78)	.0
01-01-4230-10	JORDAN V CON 259599560044	.00	96.42	.00	(96.42)	.0
01-01-4240-00	CMENT SHP 259599560010	2,753.78	3,186.84	.00	(3,186.84)	.0
01-01-4244-00	CHEMICALS WATER PLANT	59,950.84	83,729.75	77,247.00	(6,482.75)	108.4
01-01-4250-00	TELEPHONE/DATA SERVICES	5,511.83	10,645.04	6,003.00	(4,642.04)	177.3
01-01-4255-00	PERFORMANCE & EVALUATION	.00	.00	4,950.00	4,950.00	.0
01-01-4257-00	CELLULAR - PHONES SERVICE	6,458.36	6,903.74	7,497.00	593.26	92.1
01-01-4270-00	DEPRECIATION-WATER UTILTY	1,559,999.97	2,099,999.97	2,099,997.00	(2.97)	100.0
01-01-4320-00	VEHICLE/EQUIPMENT GAS & REPAIR	.00	.00	60,003.00	60,003.00	.0
01-01-4320-04	2018 KWT370 DUMP TRUCK 181820	1,479.17	1,230.34	.00	(1,230.34)	.0
01-01-4320-07	2000 END DUMP PUP TRAILER	40.00	154.56	.00	(154.56)	.0
01-01-4320-08	F550 2 1/2 TON 4 DOOR SERVICE	3,031.46	2,843.49	.00	(2,843.49)	.0
01-01-4320-11	CAT BACKHOE 430 D	1,011.20	183.74	.00	(183.74)	.0
01-01-4320-15	COMPRESSOR/INGE	30.32	.00	.00	.00	.0
01-01-4320-16	86 METAL CRAFT TRAILER	.00	71.55	.00	(71.55)	.0
01-01-4320-21	2009 GMC CANYON 4X4	1,708.21	694.29	.00	(694.29)	.0
01-01-4320-35	2021 CHEV 3500 SLVRDO	2,093.41	1,897.54	.00	(1,897.54)	.0
01-01-4320-44	F750 FORD SERVICE TRUCK	4,161.70	4,501.46	.00	(4,501.46)	.0
01-01-4320-45	08 VAC TRUCK	1,622.63	3,358.14	.00	(3,358.14)	.0
01-01-4320-50	2024 CHEVROLET SILVERADO 1500	.00	3,566.75	.00	(3,566.75)	.0
01-01-4320-54	TRAILER SPRAYER & PUMP	.00	40.00	.00	(40.00)	.0
01-01-4320-56	TRAIL KING TRAILER	40.00	40.00	.00	(40.00)	.0
01-01-4320-57	INTERSTATE FLTBED TRAIL 200137	40.00	40.00	.00	(40.00)	.0
01-01-4320-63	2024 CHEV SILV 1500 104411	2,255.10	1,914.65	.00	(1,914.65)	.0
01-01-4320-65	LAWN MOWER TRACTOR	64.08	113.95	.00	(113.95)	.0
01-01-4320-69	2024 CHEV SILV 1500 100827	2,243.74	2,744.06	.00	(2,744.06)	.0
01-01-4320-70	2022 HYDRO EXCAVATOR KENWORTH	3,896.39	10,220.25	.00	(10,220.25)	.0
01-01-4320-72	CAT FORKLIFT	.00	71.62	.00	(71.62)	.0
01-01-4320-74	STERLINE DUMP TRUCK	3,918.60	2,811.62	.00	(2,811.62)	.0

		PY ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PCNT
01-01-4320-76	2024 CHEV SILV 1500 113859	2,413.38	1,487.19	.00	(1,487.19)	.0
01-01-4320-81	2024 CHEV SILV 1500 104701	1,693.95	1,427.67	.00	(1,427.67)	.0
01-01-4320-83	2021 CHEV SLVRDO 3500 227731	2,491.26	3,096.94	.00	(3,096.94)	.0
01-01-4320-84	BACKHOE 420F2 SN 01576	1,589.45	4,629.93	.00	(4,629.93)	.0
01-01-4320-85	2024 CHEV SILV 3500 175782	4,405.55	1,630.30	.00	(1,630.30)	.0
01-01-4320-87	CAT MINI-EX	160.73	558.06	.00	(558.06)	.0
01-01-4320-88	2021 20' TILT DCK TR SN 87818	407.60	.00	.00	.00	.0
01-01-4320-91	2024 CHEV SILV 1500 104460	.00	1,596.71	.00	(1,596.71)	.0
01-01-4320-98	RENTAL EQUIP (GAS) FUEL	7.61	600.88	.00	(600.88)	.0
01-01-4320-99	SMALL EQUIP (GAS) FUEL	346.58	205.33	.00	(205.33)	.0
01-01-4345-00	CONSERVATION	.00	.00	26,253.00	26,253.00	.0
01-01-4350-00	TRAINING	29,414.54	24,955.69	60,003.00	35,047.31	41.6
01-01-4355-00	DUES, MEMBERSHIPS	2,482.50	2,885.00	4,500.00	1,615.00	64.1
01-01-4360-00	BAD DEBTS	6,615.44	11,464.78	11,250.00	(214.78)	101.9
01-01-4370-00	INSURANCE	62,085.78	85,503.78	74,997.00	(10,506.78)	114.0
01-01-4380-00	MISC. OPERATING EXPENSE	1,096.86	1,754.63	3,753.00	1,998.37	46.8
01-01-4519-00	AMORTIZ OF PREMIUM DISC 2013	(6,146.82)	(6,146.82)	(6,147.00)	(.18)	(100.0)
01-01-4525-00	AMORT OF PREMIUM DISC 2017	(10,295.82)	(10,295.82)	(10,350.00)	(54.18)	(99.5)
01-01-4527-00	2019 GO BOND PREMIUM AMORT	(8,321.67)	(8,321.67)	(8,325.00)	(3.33)	(100.0)
01-01-4540-00	LEASE INTERST EXPENSE	3,318.41	14,492.16	15,003.00	510.84	96.6
01-01-4551-00	INTEREST EXP 2007 REV BOND	46,991.25	44,370.00	45,000.00	630.00	98.6
01-01-4554-00	INTEREST EXP 2013 BOND 48.22%	32,352.57	26,612.37	27,747.00	1,134.63	95.9
01-01-4557-00	INTEREST EXPENSE 2017 GO BOND	84,847.68	79,167.51	80,253.00	1,085.49	98.7
01-01-4559-00	INTEREST EXP FOR 2019 BOND	52,734.69	49,043.70	49,500.00	456.30	99.1
01-01-4560-00	OTHER NON-OPERATING EXPNS	668.29	591.89	2,250.00	1,658.11	26.3
01-01-5001-00	EDR MAINTENANCE	285,555.35	212,768.24	450,000.00	237,231.76	47.3
01-01-5005-00	EDR CHEMICALS	21,024.93	22,850.63	33,750.00	10,899.37	67.7
01-01-5015-00	EDR SAMPLING	2,963.00	5,210.18	4,500.00	(710.18)	115.8
	TOTAL WATER EXPENSE	4,359,627.14	4,914,063.92	6,093,779.00	1,179,715.08	80.6
	TOTAL WATER NET REVENUE/INCOME(LOSS)	4,567,480.24	7,407,980.83	3,920,233.00	(3,487,747.83)	189.0

MAGNA WATER DISTRICT
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

		PY ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PCNT
	SEWER					
01-02-4000-00	SEWER SERVICE CHARGES	3,450,294.76	3,836,004.60	3,565,688.03	(270,316.57)	107.6
01-02-4007-00	SEWER INSPECTION	255,508.89	44,897.85	46,800.00	1,902.15	95.9
01-02-4008-00	SEWER BUY-IN	2,207,855.84	933,453.00	487,503.00	(445,950.00)	191.5
01-02-4010-00	SEWER IMPACT FEE	1,618,834.64	777,309.00	337,500.00	(439,809.00)	230.3
01-02-4044-00	PROPERTY TAX REVENUE	118,661.23	124,969.17	138,711.00	13,741.83	90.1
01-02-4050-00	PROPERTY TAX MV REVENUE	68,820.10	61,322.57	8,813.00	(52,509.57)	695.8
01-02-4055-00	PROP TAX MISC REDEMPTION	25,148.28	44,609.20	3,596.00	(41,013.20)	1240.5
01-02-4060-00	GAIN ON SALE OF ASSETS	15,302.94	.00	.00	.00	.0
01-02-4080-00	OTHER NON-OPERATING INCOM	820.49	.00	747.00	747.00	.0
01-02-4080-01	GRANT MONIES	.00	990,000.00	742,500.00	(247,500.00)	133.3
	TOTAL SEWER REVENUE	7,761,247.17	6,812,565.39	5,331,858.03	(1,480,707.36)	127.8

		PY ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PCNT
01-02-4115-00	SALARIES - SEWER	542,461.05	566,682.79	749,997.00	183,314.21	75.6
01-02-4130-00	PAYROLL TAXES	53,430.46	52,647.45	74,997.00	22,349.55	70.2
01-02-4135-00	EMPLOYEE FRINGE BENEFITS	221,332.26	222,922.24	299,997.00	77,074.76	74.3
01-02-4135-01	EMPLOYEE HEALTH & WELLNESS PRO	1,258.34	900.00	2,700.00	1,800.00	33.3
01-02-4150-00	ENGINEERING STUDY WWTP FUTURE	11,754.37	103,778.78	202,500.00	98,721.22	51.3
01-02-4151-00	ENGINEERING EXP - SUBDIVISIONS	.00	(30.00)	.00	30.00	.0
01-02-4156-00	DATA PROCESSING	.00	206.37	.00	(206.37)	.0
01-02-4165-00	JANITORIAL WWTP ADMIN	3,150.00	3,456.51	3,447.00	(9.51)	100.3
01-02-4170-00	SEWER LAB & TESTING	35,288.57	54,278.71	44,253.00	(10,025.71)	122.7
01-02-4173-00	FIRST AID & SAFETY	753.33	2,767.69	1,125.00	(1,642.69)	246.0
01-02-4175-00	OTHER CONTRACTUAL SERVICE	9,000.00	9,000.00	9,000.00	.00	100.0
01-02-4178-00	INSPECTION EXPENSE	62,890.42	10,986.40	3,753.00	(7,233.40)	292.7
01-02-4185-00	REPAIRS MAINTENANCE-SEWER	364,899.55	560,370.96	562,500.00	2,129.04	99.6
01-02-4187-00	SLUDGE REMOVAL ET TECHNOLOGIES	101,921.26	116,842.27	135,000.00	18,157.73	86.6
01-02-4215-00	UNIFORMS AND LINEN SEWER	16,602.54	11,118.53	19,503.00	8,384.47	57.0
01-02-4217-00	GARBAGE COLLECTION	24,528.46	17,824.45	29,997.00	12,172.55	59.4
01-02-4220-00	OFFICE SUPPLIES	1,986.67	2,537.23	3,753.00	1,215.77	67.6
01-02-4220-01	OFFICE EQUIPMENT EXPENSE	763.28	5,132.88	3,753.00	(1,379.88)	136.8
01-02-4230-00	QUESTAR GAS	39,180.79	47,180.24	59,337.00	12,156.76	79.5
01-02-4230-01	POWER 7650 W 2100 S 15460016	64,162.43	66,078.10	247,848.00	181,769.90	26.7
01-02-4230-02	POWER WWTP 10860177 CONT & USG	163,274.81	190,048.91	.00	(190,048.91)	.0
01-02-4230-12	POWER ADMIN BLDG 10860169	328.01	234.38	.00	(234.38)	.0
01-02-4244-00	CHEMICALS - SEWER	224,249.18	231,182.75	290,250.00	59,067.25	79.7
01-02-4250-00	TELEPHONE/DATA SERVICES	5,322.44	5,124.17	7,497.00	2,372.83	68.4
01-02-4255-00	PERFORMANCE & EVALUATION	.00	.00	5,400.00	5,400.00	.0
01-02-4257-00	CELLULAR - PHONES SERVICE	7,845.24	7,775.18	14,247.00	6,471.82	54.6
01-02-4270-00	DEPRECIATION-SEWER UTILTY	1,237,500.00	1,462,500.00	1,462,500.00	.00	100.0
01-02-4320-00	VEHICLE/EQUIP GAS & REPAIRS	.00	223.82	56,250.00	56,026.18	.4
01-02-4320-01	SPEC TEC TRAILER VIN 188587	657.59	773.49	.00	(773.49)	.0
01-02-4320-03	2016 FORD F-350 VIN 39347	4,257.73	877.64	.00	(877.64)	.0
01-02-4320-10	2007 CHEV PICKUP VIN 546906	2,203.84	358.42	.00	(358.42)	.0
01-02-4320-30	2015 VACTOR TRUCK FREIGHTLINER	10,445.41	3,329.53	.00	(3,329.53)	.0
01-02-4320-37	JD LAWN TRACTOR D170 604638	112.06	.00	.00	.00	.0
01-02-4320-42	JOHN DEERE WEED CUTTER	2,397.02	.00	.00	.00	.0
01-02-4320-48	JD LAWN TRACTOR (1991)	47.60	420.68	.00	(420.68)	.0
01-02-4320-52	2013 CAMERA VAN 78965	11,328.82	6,478.68	.00	(6,478.68)	.0
01-02-4320-55	2019 KENWTH T880 TRUCK 247348	620.28	1,210.93	.00	(1,210.93)	.0
01-02-4320-58	95 VOLVO WHEEL LOADR FUEL	1,902.40	5,106.81	.00	(5,106.81)	.0
01-02-4320-61	2016 MACK DUMP TRUCK	8,093.26	3,943.57	.00	(3,943.57)	.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	977.96	866.78	.00	(866.78)	.0
01-02-4320-68	VENTRAC MOWER	11.68	.00	.00	.00	.0
01-02-4320-77	2024 CHEV EQUINOX 110275	1,682.29	1,131.87	.00	(1,131.87)	.0
01-02-4320-78	2024 CHEV SILV 1500 100895	2,908.18	1,464.91	.00	(1,464.91)	.0
01-02-4320-79	2021 CHEV SLVRDO 1500 236679	1,675.33	1,109.63	.00	(1,109.63)	.0
01-02-4320-86	BACKHOE 420F2	66.45	40.00	.00	(40.00)	.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	5,686.57	.00	(5,686.57)	.0
01-02-4320-99	SMALL EQUIP (GAS) FUEL	916.65	438.30	.00	(438.30)	.0
01-02-4350-00	TRAINING	41,197.72	23,810.17	71,253.00	47,442.83	33.4
01-02-4355-00	DUES, MEMBERSHIPS	997.50	1,173.00	1,503.00	330.00	78.0
01-02-4360-00	BAD DEBTS	9.48	229.94	1,503.00	1,273.06	15.3
01-02-4370-00	INSURANCE	54,733.50	73,430.28	66,753.00	(6,677.28)	110.0
01-02-4380-00	MISC. OPERATING EXPENSE	968.62	1,535.47	3,753.00	2,217.53	40.9
01-02-4520-00	AMORT ON 2013 BOND PREMIUM	(6,600.69)	(6,600.69)	(6,750.00)	(149.31)	(97.8)
01-02-4525-00	AMORT ON 2017 BOND PREMIUM	(14,142.87)	(14,142.87)	(14,247.00)	(104.13)	(99.3)

		PY ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PCNT
01-02-4527-00	AMORT ON 2019 BOND PREMIUM	(11,431.17)	(11,431.17)	(11,475.00)	(43.83)	(99.6)
01-02-4540-00	LEASE INTERST EXPENSE	1,740.49	7,188.12	7,497.00	308.88	95.9
01-02-4554-00	INTEREST EXP 2013 BBOND 51.78%	34,741.17	28,577.07	29,250.00	672.93	97.7
01-02-4558-00	INTEREST EXPENSE 2017 GO BOND	116,551.44	108,748.71	109,503.00	754.29	99.3
01-02-4559-00	INTEREST EXP 2019 BOND	72,439.20	67,369.14	68,247.00	877.86	98.7
01-02-4560-00	OTHER NON-OPERATING EXPNS	507.17	383.15	29,997.00	29,613.85	1.3
	TOTAL SEWER EXPENSE	3,536,339.18	4,065,680.73	4,646,391.00	580,710.27	87.5
	TOTAL SEWER NET REVENUE/INCOME(LOSS)	4,224,907.99	2,746,884.66	685,467.03	(2,061,417.63)	400.7

MAGNA WATER DISTRICT
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

		PY ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PCNT
	ADMINISTRATIVE					
01-03-4007-00	ENGINEERING REVENUE - SUBDIVIS	53,863.52	53,480.80	15,003.00	(38,477.80)	356.5
01-03-4011-00	NON RESIDENT FEES	92,259.00	113,274.00	112,500.00	(774.00)	100.7
01-03-4020-00	INTEREST INCOME-INVESTMS	1,170,019.69	1,600,614.43	974,997.00	(625,617.43)	164.2
01-03-4025-00	UNREALIZED GAIN ON INVESTMENTS	3,452.03	3,166.11	22,500.00	19,333.89	14.1
01-03-4040-00	OTHER OPER. INCOME-GENERAL	8,759.56	.00	.00	.00	.0
01-03-4060-00	GAIN ON SALE OF ASSETS	22,741.62	.00	.00	.00	.0
01-03-4080-00	OTHER NON-OPERATING INCOM	49.84	4,994.51	3,753.00	(1,241.51)	133.1
	TOTAL ADMINISTRATIVE REVENUE	1,351,145.26	1,775,529.85	1,128,753.00	(646,776.85)	157.3

		PY ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PCNT
01-03-4105-00	TRUSTEE COMPENSATION	7,500.06	7,500.06	11,250.00	3,749.94	66.7
01-03-4115-00	SALARIES-OFFICE	210,024.11	226,841.47	209,997.00	(16,844.47)	108.0
01-03-4116-00	SALARIES - MANAGEMENT	607,691.55	658,125.43	742,500.00	84,374.57	88.6
01-03-4120-00	OFFICE - PAYROLL TAXES	15,693.23	12,224.85	16,497.00	4,272.15	74.1
01-03-4130-00	MANAGEMENT - PR TAXES	53,711.14	62,081.16	61,497.00	(584.16)	101.0
01-03-4135-00	FRINGE BENEFITS - OFFICE	103,704.80	121,002.40	92,250.00	(28,752.40)	131.2
01-03-4135-01	EMPLOYEE HEALTH & WELLNESS PRO	1,233.33	562.50	900.00	337.50	62.5
01-03-4138-00	MANAGEMENT FRINGE BENEFITS	286,925.41	310,812.22	396,000.00	85,187.78	78.5
01-03-4140-00	LEGAL EXPENSE	35,480.50	21,502.00	45,000.00	23,498.00	47.8
01-03-4142-00	PAYROLL PROCESSING SERVICE	1,344.73	1,190.13	1,503.00	312.87	79.2
01-03-4145-00	ACCOUNTING AND AUDITING	3,500.00	15,250.00	35,000.00	19,750.00	43.6
01-03-4147-00	HUMAN RESOURCES	1,158.25	1,391.12	.00	(1,391.12)	.0
01-03-4150-00	ENGINEERING SERVICES	90,937.95	73,977.36	65,997.00	(7,980.36)	112.1
01-03-4151-00	ENGINEERING EXP - SUBDIVISIONS	1,513.50	.00	1,503.00	1,503.00	.0
01-03-4155-00	DATA PROCESSING	6,420.00	19,725.47	11,250.00	(8,475.47)	175.3
01-03-4156-00	DATA PROC.MAINT. SERVICE	36,965.29	30,526.79	45,000.00	14,473.21	67.8
01-03-4165-00	JANITORIAL GENERAL OFFICE	5,958.38	6,161.67	6,003.00	(158.67)	102.6
01-03-4173-00	FIRST AID & SAFETY	430.47	693.88	1,503.00	809.12	46.2
01-03-4175-00	OTHER CONTRACTUAL SERVICE	850.00	.00	1,503.00	1,503.00	.0
01-03-4176-00	WEB DEVELOPMENT	486.79	230.84	747.00	516.16	30.9
01-03-4185-00	REPAIR AND MAINT - OFFICE	30,612.51	29,598.47	74,997.00	45,398.53	39.5
01-03-4215-00	OFFICE RUGS & UNIFORMS	1,590.27	1,960.57	2,250.00	289.43	87.1
01-03-4220-00	OFFICE SUPPLIES	3,619.04	11,488.57	2,997.00	(8,491.57)	383.3
01-03-4220-01	OFFICE EQUIPMENT EXPENSE	4,144.57	9,785.89	7,497.00	(2,288.89)	130.5
01-03-4225-00	POSTAGE	43,210.45	57,623.90	60,003.00	2,379.10	96.0
01-03-4230-00	ROCKY MTN POWER 201610860177	1,966.79	1,885.05	3,641.00	1,755.95	51.8
01-03-4235-00	QUESTAR	3,949.02	3,687.48	6,672.00	2,984.52	55.3
01-03-4250-00	TELEPHONE/DATA SERVICES	15,592.09	14,827.29	27,297.00	12,469.71	54.3
01-03-4255-00	PERFORMANCE & EVALUATION	.00	.00	4,500.00	4,500.00	.0
01-03-4257-00	CELLULAR - PHONES SERVICE	6,288.16	5,897.05	7,497.00	1,599.95	78.7
01-03-4270-00	DEPRECIATION - GEN. PLANT	225,000.00	393,750.00	393,750.00	.00	100.0
01-03-4320-00	VEHICLE GAS & REPAIRS	.00	.00	11,250.00	11,250.00	.0
01-03-4320-31	2024 CHEV EQUINOX 113130	3,455.01	1,006.72	.00	(1,006.72)	.0
01-03-4320-67	2024 CHEV EQUINOX 110279	2,110.02	1,228.52	.00	(1,228.52)	.0
01-03-4320-82	2024 CHEV EQUINOX 110272	1,555.15	944.23	.00	(944.23)	.0
01-03-4320-90	2024 CHEVY EQUINOX VIN 110281	98.91	681.65	.00	(681.65)	.0
01-03-4350-00	TRAINING	40,401.98	43,245.20	60,003.00	16,757.80	72.1
01-03-4355-00	DUES, MEMBERSHIPS	4,563.46	16,578.49	18,747.00	2,168.51	88.4
01-03-4370-00	INSURANCE	9,466.29	10,002.47	11,250.00	1,247.53	88.9
01-03-4372-00	ELECTRONIC ARCHIVING	9,559.95	6,611.94	7,497.00	885.06	88.2
01-03-4375-00	ADVERTISING & PUBLIC RELA	4,774.00	593.20	6,750.00	6,156.80	8.8
01-03-4380-00	MISC. OPERATING EXPENSE	480.52	3,740.10	3,753.00	12.90	99.7
01-03-4385-00	CASH SHORTAGE/OVERAGE	7.32	29.51	36.00	6.49	82.0
01-03-4540-00	LEASE INTEREST EXPENSE	1,174.83	4,955.67	5,247.00	291.33	94.5
01-03-4550-00	BANK SERVICE FEES	96,470.94	96,645.89	112,500.00	15,854.11	85.9
01-03-4560-00	OTHER NON-OPERATING EXPNS	16,437.21	8,692.30	18,747.00	10,054.70	46.4
	TOTAL ADMINISTRATIVE EXPENSE	1,998,057.98	2,295,259.51	2,592,781.00	297,521.49	88.5
	TOTAL ADMINISTRATIVE NET REVENUE/INCOME(L	(646,912.72)	(519,729.66)	(1,464,028.00)	(944,298.34)	(35.5)

MAGNA WATER DISTRICT
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

		PY ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PCNT
	SECONDARY WATER					
01-04-4000-00	SECONDARY WATER SERVICE CHARGE	283,848.61	369,064.70	339,663.00	(29,401.70)	108.7
01-04-4002-00	SECONDARY SYS MONITARY VA	.00	(30,384.00)	.00	30,384.00	.0
01-04-4005-00	SECONDARY WATER METER SET	111,512.19	53,906.28	41,247.00	(12,659.28)	130.7
01-04-4007-00	WATER INSPECTION SECONDARY	29,533.29	23,367.99	11,250.00	(12,117.99)	207.7
01-04-4014-00	SECONDARY WATER AVAIL LETTER	.00	30.00	.00	(30.00)	.0
01-04-4044-00	PROPERTY TAX REVENUE	34,816.44	38,739.37	43,396.00	4,656.63	89.3
01-04-4050-00	PROP TAX MV REVENUE	20,192.53	19,016.27	2,248.00	(16,768.27)	845.9
01-04-4055-00	PROP TAX MISC REDEMP	7,378.76	13,825.77	1,349.00	(12,476.77)	1024.9
01-04-4080-00	GRANT MONIES - JVWCD	.00	234,108.82	262,503.00	28,394.18	89.2
	TOTAL SECONDARY WATER REVENUE	487,281.82	721,675.20	701,656.00	(20,019.20)	102.9
01-04-4145-00	METER SET FEE COVERED BY GRANT	499.00	.00	.00	.00	.0
01-04-4150-00	ENGINEERING	.00	.00	29,997.00	29,997.00	.0
01-04-4178-00	INSPECTION EXPENSE	11,854.41	16,552.40	3,753.00	(12,799.40)	441.0
01-04-4185-00	REPAIRS MAINTENANCE-SECONDARY	26,633.70	34,373.08	56,250.00	21,876.92	61.1
01-04-4230-00	FUEL & POWER	.00	.00	23,478.00	23,478.00	.0
01-04-4230-01	SHALLOW WELLS 0144 & 0110	10,227.12	6,239.29	.00	(6,239.29)	.0
01-04-4230-02	SEC RES PUMP STAT 0136 & 0128	8,854.22	10,576.57	.00	(10,576.57)	.0
01-04-4270-00	DEPRECIATION	247,500.00	468,749.97	468,747.00	(2.97)	100.0
01-04-4360-00	BAD DEBTS	89.70	5.29	378.00	372.71	1.4
01-04-4370-00	INSURANCE	2,097.72	2,211.76	2,997.00	785.24	73.8
01-04-4525-00	AMORT ON 2017 BOND PREMIUM	(8,163.63)	(8,163.63)	(8,163.00)	.63	(100.0)
01-04-4527-00	AMORT ON 2019 BOND PREMIUM	(6,598.35)	(6,598.35)	(6,597.00)	1.35	(100.0)
01-04-4548-00	INTEREST EXP ON 2017 GO BOND	67,276.35	62,772.39	63,153.00	380.61	99.4
01-04-4549-00	INTEREST EXPENSE	2,124.25	1,745.01	2,250.00	504.99	77.6
01-04-4559-00	INTEREST EXP 2019 BOND	41,813.64	38,887.20	39,753.00	865.80	97.8
	TOTAL SECONDARY WATER EXPENSE	404,208.13	627,350.98	675,996.00	48,645.02	92.8
	TOTAL SECONDARY WATER NET REVENUE/INCOM	83,073.69	94,324.22	25,660.00	(68,664.22)	367.6
	COMBINED NET REVENUE OVER EXPENDITURES	8,228,549.20	9,729,460.05	3,167,332.03	(6,562,128.02)	307.2

WEST SIDE COLLECTIONS

Stantec Consulting Services Inc.
2890 East Cottonwood Parkway Suite 300, Salt Lake City UT 84121-7283

November 4, 2024

Attention: Mr. Trevor Andra, PE - District Engineer
Magna Water District
8885 West 3500 South
Magna, UT 84044

Dear Trevor,

A bid opening for the construction of the **Magna Westside Collection System Improvements Project 1B** was held on Tuesday, October 29, 2024 at 3:00pm in the Magna Water District Board Meeting Room.

The project consists of approximately 2,700 linear feet of open cut installation of a new 30-inch diameter sewer line along 8000 West and 200 linear feet of trenchless crossing under State Route 201. Contractors were allowed to bid the project using either microtunneling or pilot tube methods of trenchless construction. This is a critical project for the District as it will improve west side collection system capacity.

The following is a summary of the bid results:

Contractor	Addenda #1 & 2 Acknowledged	Total Lump Sum Microtunneling Bid	Total Lump Sum Pilot Tube Bid	Bid Bond Included
Lyndon Jones	Yes	No Bid	$4,913,075.00	Yes
BD Bush	Yes	$4,355,650.00	$3,487,550.00	Yes
Noland and Son	Yes	$5,038,750.00	$4,158,150.00	Yes
Whitaker Construction	Yes	$4,055,500.00	$3,894,300.00	Yes
Condie Construction	Yes	$5,928,234.00	$4,996,040.00	Yes

Of the ten contractors present at the pre-bid meeting, five submitted bids. Additionally, two of the ten original contractors appeared as subcontractors for the trenchless portion of the work on most of the bids. Four of the bids were complete, and one, Lyndon Jones, should be disqualified for not including a microtunneling bid, which was required by the contract documents.

The low bidders for each trenchless method were Whitaker Construction at $4,055,500.00 for Microtunneling and BD Bush at $3,487,550.00 for Pilot Tube. In evaluating these bids we found that both appear to be complete and in order. District staff have experience with both contractors in previous projects.

BD Bush is the low if the pilot tube method is selected, Whitaker is low if the microtunneling method is selected. While microtunneling may be the most robust method for the project soil conditions we do not think that the almost $600,000 in greater cost for the lowest microtunneling bid is worth not selecting the lowest pilot tube bid. Therefore, our recommendation is to award the project to BD Bush at $3,487,550.00, which includes the pilot tube method for trenchless installation.

Although all the bids came in higher than the engineering estimate of $3,000,000 for the project, it should be noted that there is a savings recognized from when this project was originally bid in April of 2023. Only one bid was received at that time with a cost for microtunneling at $4,529,685.00 and pilot tube at $4,059,735.00. The District chose not to award the project at that time. Adjustments to the project schedule giving contractors greater flexibility and improved availability of contractors this year resulted in the District receiving five bids with several being lower than the bid received in 2023.

We have included a copy of a Notice of Award and Agreement Form that should be sent to BD Bush should the District choose to award this project.

If you have any questions or comments, please contact me.

Regards,

Stantec Consulting Services Inc.

J. Clinton Rogers P.E.
Vice President
Phone: 801-617-3204
clint.rogers@stantec.com

Attachment: Notice of Award and Agreement Forms

14” VALVE INSTALL

Revised Quote #2

DATE 11/6/2024

Utah Tap Master
Phone (801) 633-9441
UT Lic. # 10829003-5501
Website: www.utahtapmaster.com

Quotation For:
Magna Water
Raymond Mondragon
801-250-2118
raymond@magnawater.com

Quotation valid until: 12/6/2024
Prepared by: Mark Schuyler

Job Name/Location: 4100 S 8400 W, Magna, UT 84044

Comments or Special Instructions: **Pipe TYPE, OD / ID MUST be verified prior to ordering. Please allow 4-6 months for fabrication and delivery ARO.**

SALESPERSON	P.O. NUMBER	JOB WALKED	JOB WALK DATE	TERMS
Gil Padilla	***N/A***			COD

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Complete 14" AIS insta valve on DIP potable water. *Pipe OD:_____* *Pipe ID:_____* *Pipe Type: _____* *Pipe class: _____* **Includes the following on straight time:** (1) 14" AIS Insta Valve, shipping, labor and equipment to install, pressure test, complete hot tap and install gate.		46,109.00
OCIP ADDER:	*If this is an OCIP project additional administration charges will be applied...* *CCIP/OCIP/UCIP or other "wrap" insurance policies are excluded under our general liability policies. By accepting this quote & scheduling work, you agree to assume all financial liability responsibility if Tap Master is not notified to enroll in the customers insurance program prior to the start of the job*	650.00	
		SUBTOTAL	$ 46,109.00
		Shipping	-
		TOTAL	$ 46,109.00

If you have any questions concerning this quotation, contact Gil Padilla
Phone: (801) 633-9441 - E-mail: uthottaps@gmail.com

THANK YOU FOR YOUR BUSINESS!

CUSTOMER TO SUPPLY

All excavation & shoring per OSHA standards, ladders, scaffolding, man lifts, lifting devices and rigging (if necessary) for all equipment and materials, clear access to pipe, design detail and installations of thrust blocks/restraints, schedule all inspections, permits and taxes required.

SPECIAL CONDITIONS

Any materials ordered and returned will be subject to a 30% restocking fee. All special order materials may not be returned. PO is required prior to ordering any and all materials.

This quote is based on normal business hours (unless otherwise noted). Any delays caused on jobsite that are of no fault to Tap Master, will be billed standby time at $150.00 hr. for standard rate and $200.00 hr. for overtime rate per hour per man and prevailing wage standby time will be billed at $200.00 hr. for straight time rate and $305.00 hr. for overtime rate per hour per man.

A re-mobilization charge of $150.00 will be added to any job that needs to be revisited due to circumstances caused on jobsite at no fault of Tap Master.

Tap Master does not guarantee the retrieval of the coupon. Mechanical failure could cause the coupon to enter the piping system. Hot tapping generates cutting chips. These chips may also enter the piping system. Both chips and coupons can be carried substantial distances by the flow. Tap Master is not responsible for retrieving the coupon or chips that may have entered the piping system and the customer agrees to hold Tap Master Inc. harmless from any damages or losses, direct or incidental, which might be caused by these materials. All cost associated with retrieving these materials will be the responsibility of the customer.

COD PAYMENTS

COD payments are due at the time of service, no acceptations. Bounced checks will be charged an additional $35.00 bounced check fee and your account will be red flagged for future services to be paid by credit card only. Please make arrangements to have payment on-site prior to our arrival to avoid any stand-by or remobilization charges.

HYDRA STOP VALVE INSERTIONS

Hydra Stop Insta Valve Plus Valve's are special order and are NON-RETURNABLE

Even though Tap Master uses the latest technology, Valve Insertions cannot always guarantee 100% bubble tight seal. The Valve Insertion utilizes the pipe I.D. for the seal. Pipe I.D.'s can vary based on pipe size and type of pipe. The Valve Manufacturer says that the Insertion Valve seal will give the customer a workable condition downstream but will be based on the pipe condition inside. (The Manufacturer does nor guarantee a 100% seal). Insertion Valves have a low end and a top end sealing range based on the pipe I.D. It is recommended that if the customer does not know the pipe I.D. based on the type and class of the pipe per the pipe manufacturer that it is best to complete a test tap prior to ordering the Insertion Valve to determine the pipe I.D. If Tap Master is unable to complete a test tap prior to ordering the Insertion Valve fitting, than it would be the customers responsibility to provide Tap Master with all the correct information to ensure that the correct Insertion Valve is ordered for the pipe it will be installed on. If completing a pressure test against the Insertion Valve, you may only test up to the actual line pressure at its current pressure at that time. Tap Master will not be responsible for defective pipe or pipe failure should it break or crack during the installation of the Insert Valve.

PUBLIC WORKS OR PREVAILING WAGE CERTIFIED PAYROLL:

If this is a public works, prevailing wage pr PLA agreement project requiring certified payroll please contact or office for a revised quote to include the additional labor costs if not noted on the quote.

INSURANCE:

Tap Master supplies most standard insurance certificates. If this project is OCIP/CCIP insurance job please contact Tap Master for a revised quote. All modified or special insurance requests are price on request.

Payment Terms: COD

I have read the attached quote, terms and conditions and any special requirements necessary to complete the work. I agree that the technical data is correct and that I understand "Customer to Supply" requirements. Should I have any questions or need to make any changes to this quotation. I will have contacted Tap Master, Inc. and requested a revised quotation prior to signing and faxing back this acceptance.

Signature: _____

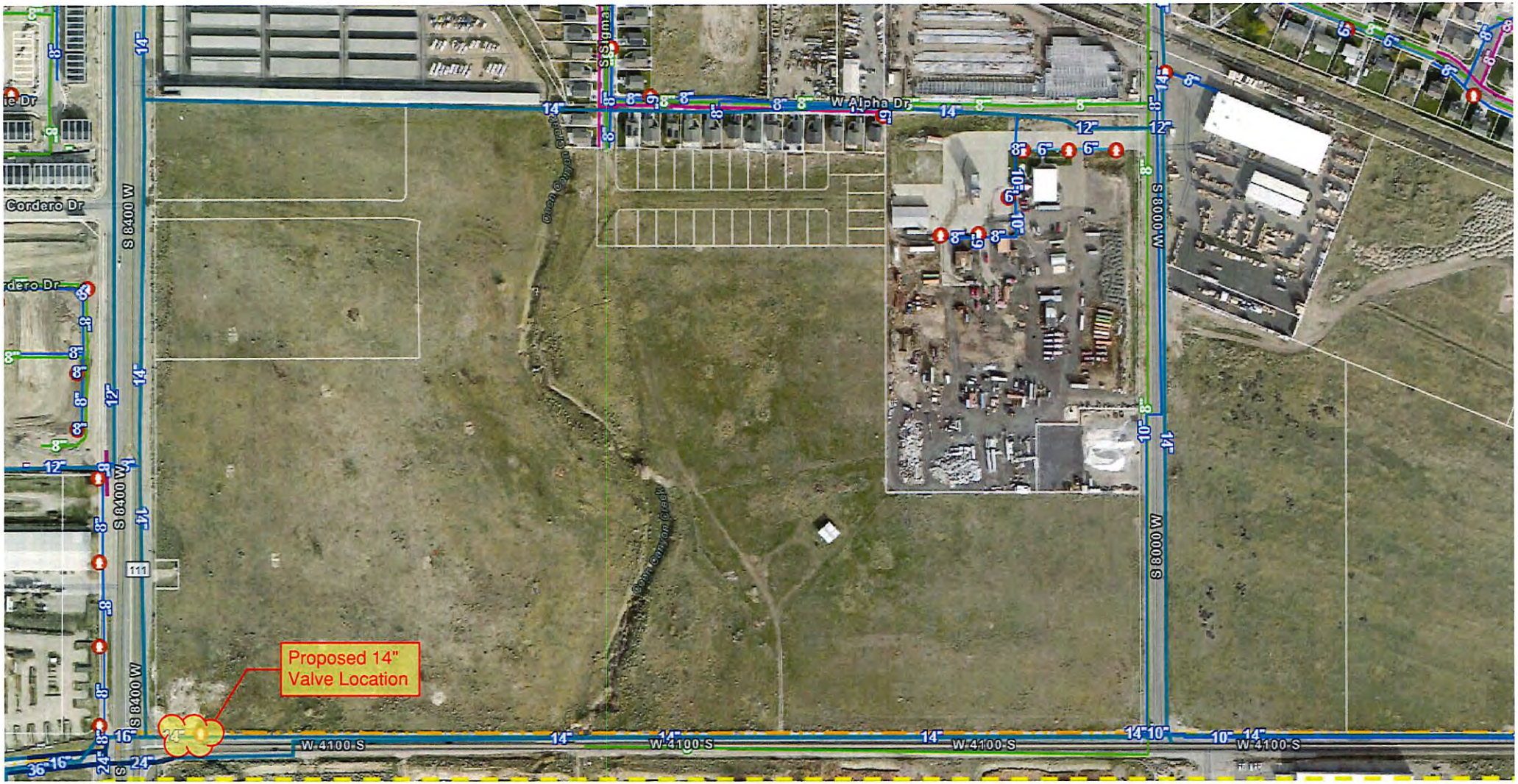
Name: _____

Title: _____

Company: _____

Date: _____


Proposed 14"
Valve Location
S 8400 W
S 8400 W
S 8400 W
S 8400 W
4061
4006
W 4100 S
W 4100 S
W 4100 S
8"
8"
8"
16"
16"
14"
14"
14"
14"
24"
24"
24"
24"
36"


Proposed 14"
Valve Location
W Alpha Dr
W 4100 S
S 8400 W
S 8000 W
Cordero Dr

RESOLUTION 2024-06

RESOLUTION NO. 2024-06

A RESOLUTION OF THE MAGNA WATER DISTRICT BOARD APPROVING THE PURCHASE OF A 6.16 ACRES LOCATED AT 4554 SOUTH U111 HIGHWAY IN WEST VALLEY CITY

WHEREAS, the Magna Water District (the "**District**") is a special district and political subdivision of the State of Utah that supplies water and sewer services to residents within Magna City, West Valley City, and portions of unincorporated Salt Lake County; and

WHEREAS, Utah Code §17B-1-103(2)(a) authorizes the District to "acquire, by any lawful means, or lease any real property…necessary or convenient to the full exercise of the district's powers;" and

WHEREAS, the population within the District's service area is growing, necessitating the development and construction of new water infrastructure, including a new secondary water reservoir in Zone 3 of the District's service area; and

WHEREAS, Northrup Grumman (the "**NG**") owns land located at 4554 South U111 Highway in West Valley City, Utah 84044 (Parcel No. 20-05-300-011-4001) (the "**Property**") that is adjacent to a 1.96-acre parcel (Parcel No. 20-05-300-006) the District owns; and

WHEREAS, the District and NG have executed a purchase and sale agreement ("**PSA**") attached as **Exhibit A**, by which the District may purchase a portion of the Property at $14.00 per square foot upon: (1) the District's completion of a survey identifying the portion of the Property the District desires to purchase; (2) the District's completion of a due diligence review of the portion of the Property the District seeks to acquire; (3) the finalization of a boundary line adjustment agreement to combine the portion of the Property the District acquires with its existing 1.96-acre parcel; and (4) the Board's final authorization of the purchase; and

WHEREAS, the District has completed a survey that identifies a 6.16-acre portion of the Property that is adjacent to the District's existing 1.96-acre parcel, which is more particularly described in **Exhibit B**; and

WHEREAS, the District desires to acquire the 6.16-acre portion of the Property and to combine it with the District's existing 1.96-acre parcel to create an 8.12-acre parcel that will be of sufficient size for the District to construct a new secondary water reservoir in Zone 3 along with related infrastructure; and

WHEREAS, at $14.00 per square foot the purchase price for the 6.16-acre parcel would be $3,756,614.40 under the PSA; and

WHEREAS, the District has completed its due diligence review of the 6.16-acre portion of the Property and resolved any title or other concerns; and

WHEREAS, the District's proposed purchase of the 6.16 acre-portion from NG and the related boundary line agreement is consistent with Utah Code and the District's Administrative Rules and Regulations; and

WHEREAS, the District's Board of Trustees finds that the purchase of the 6.16-acre portion of the Property by the District and the execution of the related boundary line agreement, a form of which is contained as an exhibit within the PSA, is in the best interests of the District and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE MAGNA WATER DISTRICT BOARD OF TRUSTEES AS FOLLOWS:

1. The District finds that the purchase of the 6.16 acres is in the best interests of the citizens of the District and will facilitate the District's ability to supply water to its residents by allowing the District to construct a secondary water reservoir in Zone 3 of its service area.

2. The Board hereby approves and authorizes the finalization of the purchase of the 6.16 acre-portion of the Property located at 4554 South U111 Highway in West Valley City, Utah 84044 at a purchase price of $3,756,614.40 pursuant to the PSA.

3. The Board authorizes the General Manager to finalize and execute on behalf of the District a boundary line agreement that accounts for the 6.16 acre-portion of the Property in substantially the same form as the draft boundary line agreement included in the PSA.

4. The General Manager is authorized and directed to take such other steps as may be needed to finalize the purchase of the 6.16 acre-portion of the Property.

5. This Resolution shall take effect upon its adoption.

APPROVED and ADOPTED this 14th day of November 2024.

MAGNA WATER DISTRICT

By: _____
Mick Sudbury, Chair

ATTEST

_____
LeIsle Fitzgerald, District Clerk

Voting:

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

EXHIBIT A

Purchase and Sale Agreement and Boundary Line Agreement

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (the "**Agreement**") is made effective as of the 16 day of October, 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 (preliminary parcel no. 20-05-300-011-4001) ("**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 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 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 December 31, 2024 (the **"Closing Date"**). 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 and Access License (see Section 14 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 and Access License, 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 pro-rated 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 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 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. Conditions to Closing.

(a) The obligations of the Parties 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 Magna Water shall have the right to terminate this Agreement within the applicable time limits set forth in Sections 8 and 9 below by written notice to NGSC whereupon the Earnest Money Deposit shall be returned to Magna Water. In the event of such termination, all obligations, duties and responsibilities of the Parties shall be immediately terminated and of no further force or effect, except with respect to those obligations which, by their terms, specifically survive any such termination or cancellation.

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 sole 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 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 BY NGSC, 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 indemnify, defend and 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 shall 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 or other instrument conveying all or any portion of the Reservoir Parcel.

(b) NGSC shall incorporate the provisions of Section 13 into the Restrictive Covenants 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 and Access License. At Closing, NGSC and Magna Water shall enter into a Temporary Construction and Access License 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 and Access License.

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 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 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 Magna Water:

Magna Water District
8885 West 3500 South
Magna, UT 84044
Attn: Clint Dilley, General Manager

or

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

With electronic copy to trevor@magnawaterut.gov and clintd@magnawaterut.gov

If to NGSC:

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) 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. Each party executing this Agreement hereby represents and warrants that the individuals who execute this Agreement 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.

(o) Governmental Immunity. Magna Water is a governmental entity subject to the Utah Governmental Immunity Act, Utah Code §§ 63G-7-101, et seq (the "**Act**"). Except as may be provided in Utah Code § 63G-7-301, Magna Water does not waive any rights, defenses, or limitations available under the Act.

[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 of Real Estate
Dated: OCTOBER 14, 2024

MAGNA WATER:

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

By: _____
Name: Clint Dilley
Title: District Manager
Dated: 10/16, 2024

EXHIBIT A-1
TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT

Legal Description of NGSC Land

AS SURVEYED DESCRIPTION FOR PRELIMINARY PARCEL 20-05-300-011-4001

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°48'55E A DISTANCE OF 137.48 FEET;
THENCE N15°35'59"W A DISTANCE OF 87.11 FEET;

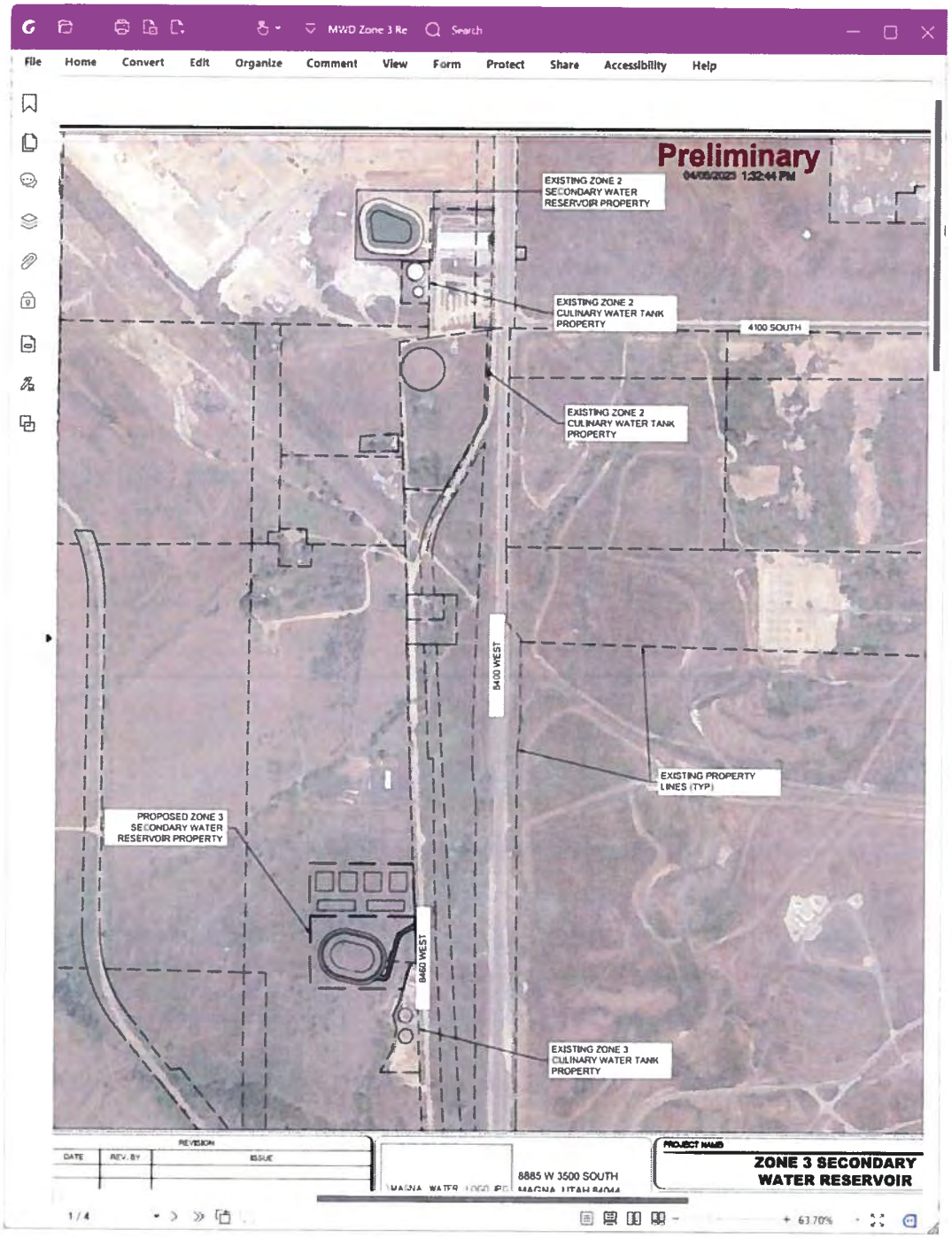
THENCE N25°19'27"E A DISTANCE OF 91.72 FEET;
THENCE N15°53'41"E A DISTANCE OF 221.72 FEET;
THENCE N45°05'21"E A DISTANCE OF 29.01 FEET;
THENCE S89°47'34"E A DISTANCE OF 21.75 FEET TO THE POINT OF BEGINNING.

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 ("Proposed Reservoir Property 6.16 Acres" below)



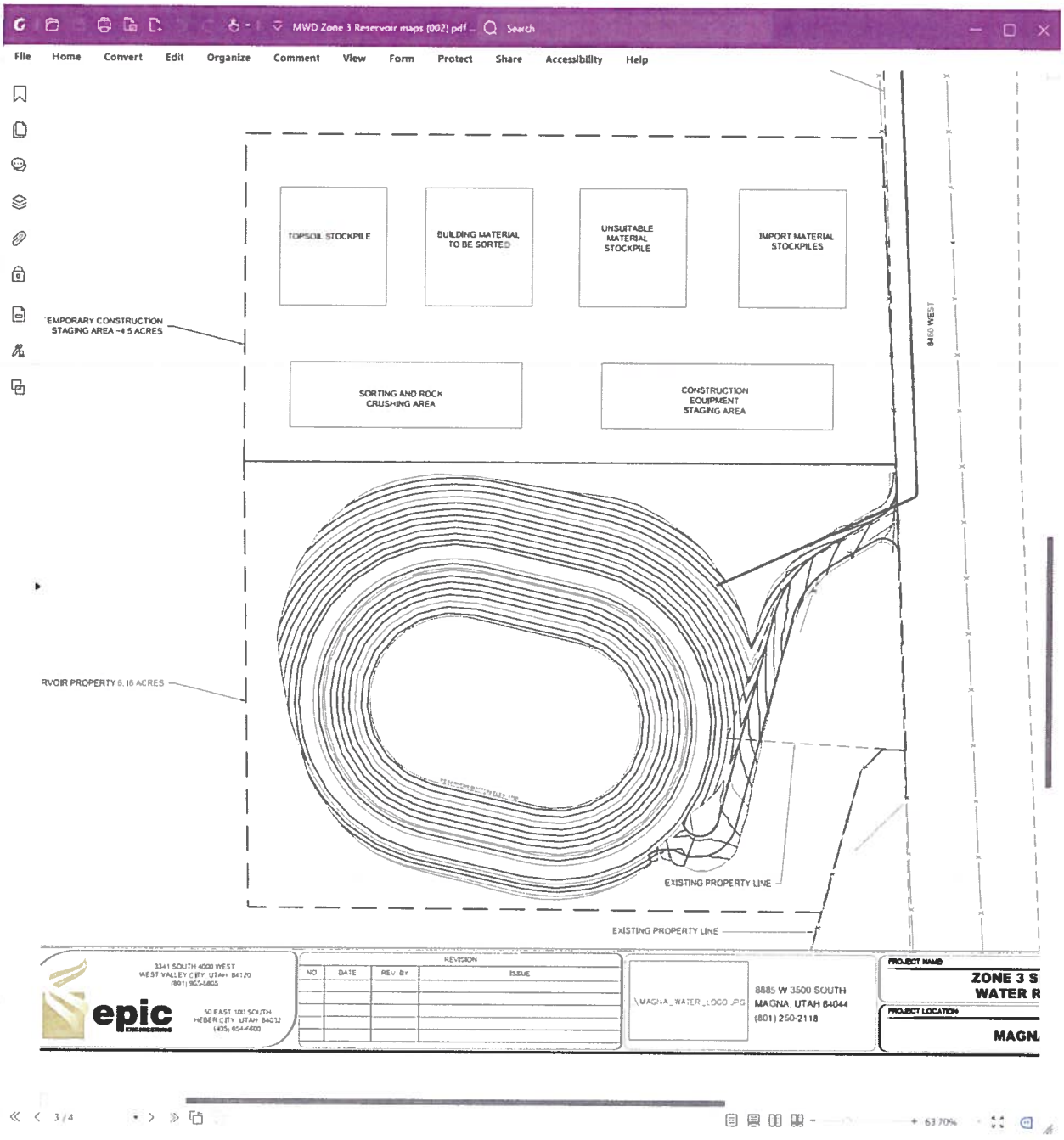

MWD Zone 3 Reservoir maps (002).pdf
File Home Convert Edit Organize Comment View Form Protect Share Accessibility Help
TOPSOIL STOCKPILE
BUILDING MATERIAL TO BE SORTED
UNSUITABLE MATERIAL STOCKPILE
IMPORT MATERIAL STOCKPILES
TEMPORARY CONSTRUCTION STAGING AREA ~4.5 ACRES
SORTING AND ROCK CRUSHING AREA
CONSTRUCTION EQUIPMENT STAGING AREA
8400 WEST
RVOIR PROPERTY 6.16 ACRES
EXISTING PROPERTY LINE
EXISTING PROPERTY LINE
3341 SOUTH 4000 WEST
WEST VALLEY CITY, UTAH 84120
(801) 965-6805
epic
50 EAST 100 SOUTH
HEBER CITY, UTAH 84032
(435) 654-6800
REVISION
NO
DATE
REV. BY
ISSUE
\MAGNA_WATER_LOGO.JPG
8885 W 3500 SOUTH
MAGNA, UTAH 84044
(801) 250-2118
PROJECT NAME
ZONE 3 S
WATER R
PROJECT LOCATION
MAGN
3 / 4
63.70%

EXHIBIT B
TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT

Form of Boundary Line Agreement

MAIL RECORDED DOCUMENT TO:

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

Parcel Nos.
20-05-300-011-4001 (preliminary)
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, is 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(48) ("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 BY NGSC, 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 indemnify, defend and 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]

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

By: _____
Name: Clint Dilley
Title: District Manager

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the _____ day of _____, 2024, personally appeared before me Clint Dilley, the signer of the foregoing instrument, who duly acknowledged before me that he executed the same on behalf of said entity for its stated purpose.

_____
Notary Public

NORTHROP GRUMMAN SYSTEMS CORPORATION

By: _____
Name: A. J. Paz
Title: Corporate Director of 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 to Boundary Line Agreement

Original NGSC Parcel Description

AS SURVEYED DESCRIPTION FOR PRELIMINARY PARCEL NO. 20-05-300-011-4001

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°48'55E 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.

Preliminary Parcel No. 20-05-300-011-4001

Exhibit B to Boundary Line Agreement

Original Magna Water Parcel Description

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;
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THENCE N30°39'13"E A DISTANCE OF 140.02 FEET;
THENCE N11°48'55E 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.

CONTAINS 1.96 ACRES.

PARCEL 20-05-300-006-0000

Exhibit C to Boundary Line Agreement

New Boundary Line Description

[Add Legal Description]

Exhibit D to Boundary Line Agreement

Revised NGSC Parcel Description

[Add legal description]

CONTAINS 53.6 ACRES.

Preliminary Parcel No. 20-05-300-011-4001, as revised herein

Exhibit E to Boundary Line Agreement

Revised Magna Water Parcel Description

[add legal description]

CONTAINS 8.12 ACRES.

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

EXHIBIT C
TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT

Form of Restrictive Covenants

MAIL RECORDED DOCUMENT TO:

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

Parcel No(s).
Preliminary parcel no. 20-05-300-011-4001 (portion)
Preliminary parcel no 20-06-100-003
Preliminary parcel no 19-13-200-003
Preliminary parcel no 20-18-100-003
Preliminary parcel no 20-06-200-003-4001, -4002, -4003
Preliminary parcel no 20-08-300-004
Preliminary parcel no 20-05-300-011-4001 (portion), -4002
Preliminary parcel no 20-08-300-005-4001, -4002
Preliminary parcel no 20-10-400-021-4004
Preliminary parcel no 20-10-400-021-4005
Preliminary parcel no 20-10-400-021-4007 (portion)
Preliminary parcel no 20-10-400-021-4009

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 and its affiliates are the owners of the real property located in West Valley City, Salt Lake County, Utah and described in the attached Exhibit 2 (the "Benefitted Property").

3. The operations of NGSC and its affiliates 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 Magna Water 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, and Northrop Grumman Systems Corporation, 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
8885 West 3500 South
Magna, UT 84044
Attn: Clint Dilley, General Manager

or

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

With electronic copy to trevor@magnawaterut.gov and clintd@magnawaterut.gov

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]

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

By: _____
Name: Clint Dilley
Title: General Manager

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the _____ day of _____, 2024, personally appeared before me Clint Dilley, the signer of the foregoing instrument, who duly acknowledged before me that he executed the same on behalf of said entity for its stated purpose.

_____
Notary Public

Northrop Grumman Systems Corporation

By: _____
Name: A. J. Paz
Title: Corporate Director of 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 to Restrictive Covenants – Restricted Property

Preliminary Parcel No. 20-05-300-011-4001 (portion) [2022 Boundary Line Adjustment Survey Proposed Parcel No. 20-05-300-002-0000 (portion)]

[add legal description; also add this same legal description as L&E 3 at the end of Exhibit 2, Parcel 6 to remove it from the benefitted property description]

CONTAINS 6.16 ACRES.

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

Parcel 1:

AS SURVEYED DESCRIPTION FOR PRELIMINARY PARCEL NO. 20-06-100-003 [2022 Boundary Line Adjustment Survey Proposed PARCEL 1- 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 SECTION1 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.

Parcel 2:

AS SURVEYED DESCRIPTION FOR PRELIMINARY PARCEL NO. 19-13-200-003 [2022 Boundary Line Adjustment Survey Proposed PARCEL 1A- 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.

Parcel 3:

AS SURVEYED DESCRIPTION FOR PRELIMINARY PARCEL NO. 20-18-100-003 [2022 Boundary Line Adjustment Survey Proposed PARCEL 1B- 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°37'55E 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.

Parcel 4:

AS SURVEYED DESCRIPTION FOR PRELIMINARY PARCEL NO. 20-06-200-003-4001, -4002, -4003 [2022 Boundary Line Adjustment Survey Proposed PARCEL 2- 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.

Parcel 5:

AS SURVEYED DESCRIPTION FOR PRELIMINARY PARCEL NO. 20-08-300-004 [2022 Boundary Line Adjustment Survey Proposed PARCEL 2A- 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.

Parcel 6:

AS SURVEYED DESCRIPTION FOR PRELIMINARY PARCEL NO. 20-05-300-011-4001 (portion), -4002 [2022 Boundary Line Adjustment Survey Proposed 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°48'55E 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.

ALSO LESS AND EXCEPTING (L&E 3) [Add legal description of Restricted Property, same legal description as Exhibit 1, to remove Restricted Property from the Benefitted Property description].

Parcel 7:

AS SURVEYED DESCRIPTION FOR PRELIMINARY PARCEL NO. 20-08-300-005-4001, -4002 [2022 Boundary Line Adjustment Survey Proposed PARCEL 6- 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.

Parcel 8:

AS SURVEYED DESCRIPTION FOR PRELIMINARY PARCEL NO. 20-10-400-021-4004, -4005, -4007, -4009 [2022 Boundary Line Adjustment Survey Proposed PARCEL 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 NORTHROP 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 SECTTION 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;

Exhibit 3 to Restrictive Covenants
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.

EXHIBIT D
TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT

Form of Temporary Construction and Access License

Temporary Construction and Access License

This TEMPORARY CONSTRUCTION and ACCESS LICENSE ("License"), 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, a non-exclusive license 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 License 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 License. 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 License, 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 License, 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 Magna Water 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 Work Area 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 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, remediate an environmental conditions arising during the Term, re-seed all disturbed areas, and give NGSC written notice of completion of the foregoing (collectively "Restoration"). Prior to the commencement of the Term, NGSC shall obtain a report from an environmental consultant documenting the physical condition of the Work Area, and after receiving notice of completion from Magna Water, NGSC shall obtain an updated report documenting the physical condition of the Work Area. Both reports shall be at Magna Water's expense. Within 30 days after the receipt of the updated report documenting the physical condition of the Work Area, 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 License, Magna Water shall maintain the Property substantially clean of all litter, trash, and debris. Magna Water's obligations in this Section shall survive the expiration or earlier termination of this License.

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 License, 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 polices obtained or maintained pursuant to this License, 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 License, 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 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 License 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 License 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 License may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this License 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 License granted hereunder may be terminated by NGSC in the event that Magna Water continues in default with respect to any provision of this License 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 License. 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 License 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 License shall: (a) be in writing; (b) contain a reference to this License 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 License shall be submitted to:

If to Magna Water:

Magna Water District
8885 West 3500 South
Magna, UT 84044
Attn: Clint Dilley, General Manager

or

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

With electronic copy to trevor@magnawaterut.gov and clintd@magnawaterut.gov

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 License 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 License, all costs and expenses of the prevailing party incident to such preceding, including reasonable attorney's fees, shall be paid by the non-prevailing party.

e. No Recording. This License shall not be recorded in the records of the Salt Lake County Recorder or in any other location.

[signatures on following pages]

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

NGSC:
Northrop Grumman Systems Corporation

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

Magna Water:
MAGNA WATER DISTRICT, a political subdivision of the State of Utah

By: _____
Name: Clint Dilley
Title: District Manager
Dated: _____, 2024

Exhibit "A" to Temporary Construction and Access License
(NGSC's Property)

AS SURVEYED DESCRIPTION FOR PRELIMINARY PARCEL NO. 20-05-300-011-4001

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

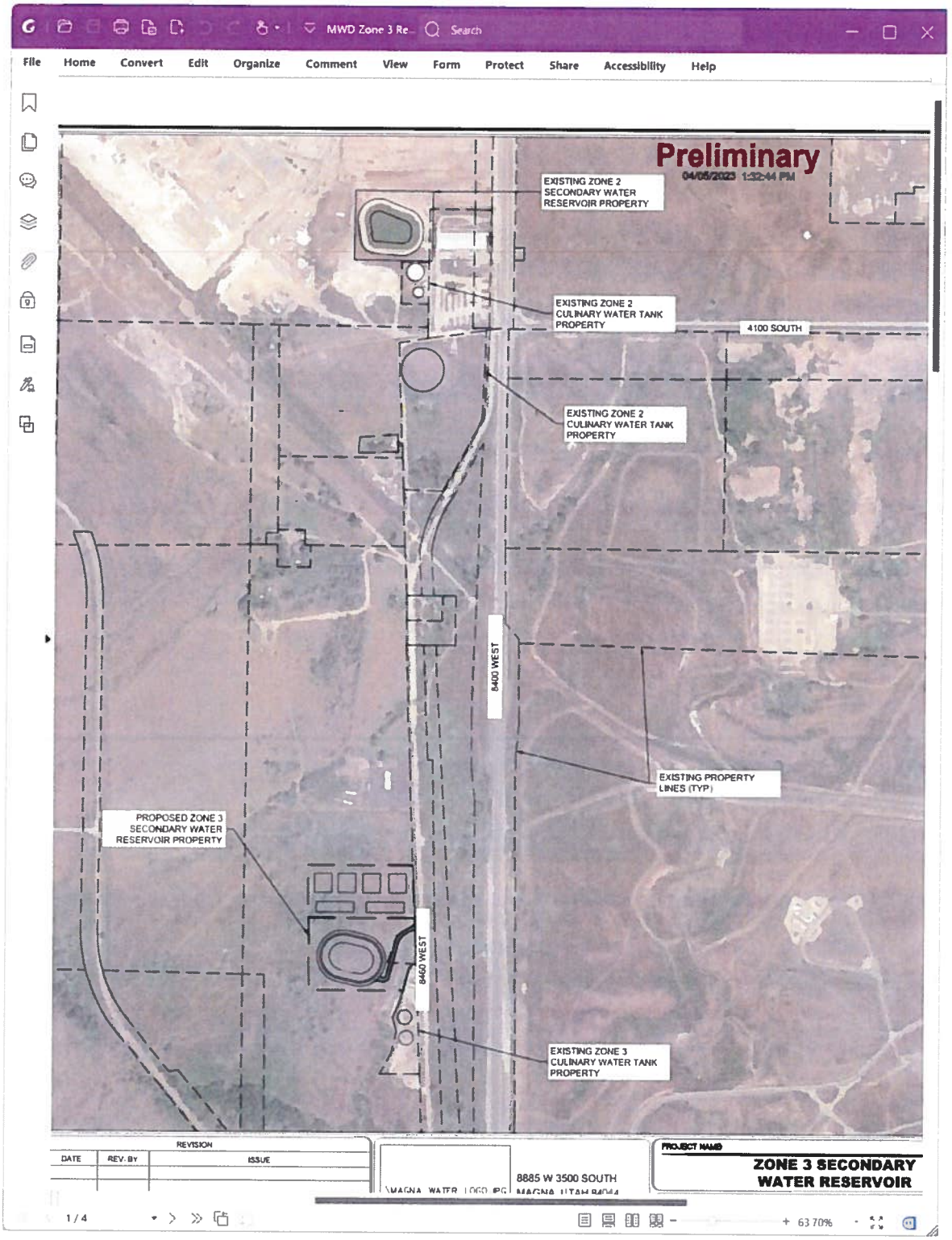
LESS AND EXCEPTING (L&E 1) PARCEL 20-05-300-006, A PARCEL OF LAND OWNED BY MAGNA WATER DISTRICT WITHIN SECTION 5, T2S, R2W, S.L.B.& M. BEGINNING AT A POINT ON THE WEST LINE OF THE COUNTY ROAD WHICH IS S00°03'46"W 3799.86 FEET AND N90°00'00"W A DISTANCE OF 520.05 FEET FROM THE NORTH QUARTER CORNER OF 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°48'55E 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.

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

CONTAINS approximately 53.6 ACRES.

Exhibit "B" to Temporary Construction and Access License
(Depiction of Work Area ("Temporary Construction Staging Area" below))



(Added graphics)

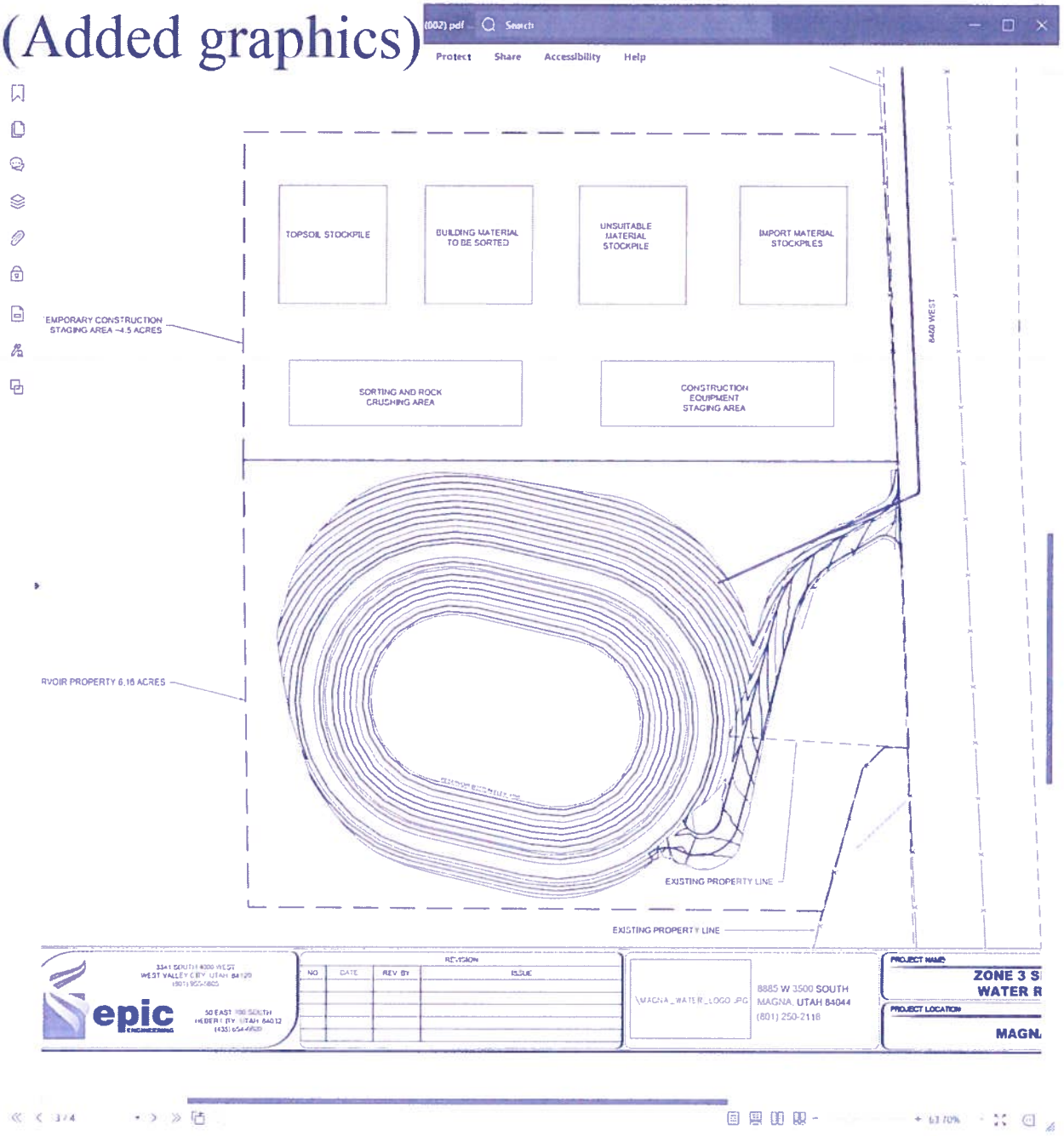


EXHIBIT B

Depiction of 6.16 Acres to be Acquired

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

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 5, THENCE S89°19'19"E ALONG THE SECTION LINE 2280.11 FEET TO THE WEST LINE OF A COUNTY ROAD AND N02°35'52"W 1425.12 FEET ALONG SAID WEST LINE TO THE NORTHEAST CORNER OF THE CURRENT MAGNA WATER DISTRICT PROPERTY AND **THE POINT OF BEGINNING**;

THENCE ALONG THE BOUNDARIES OF SAID CURRENT MAGNA WATER DISTRICT PROPERTY THE FOLLOWING 3 COURSES, (1) S89°48’54"W 21.75 FEET; (2) THENCE S44°41'49"W 29.01 FEET; (3) THENCE S15°30’09"W 142.85 FEET; THENCE S89°51'08"W 559.50 FEET; THENCE N01°03’04”W 432.36 FEET; THENCE N89°36’44”E 635.22 FEET TO THE WEST LINE OF A COUNTY ROAD; THENCE S02°35’52”E 277.08 FEET ALONG SAID WEST LINE TO **THE POINT OF BEGINNING.**

CONTAINS 6.16 ACRES OF LAND.

EDR FINISH & FEED TANK

TECHNICAL MEMORANDUM

To: Magna Water District

From: Advanced Engineering and Environmental Services, LLC
Sam Fankhauser, Project Manager, PE

Re: **Magna Water District WTP Storage Tank Alternatives Analysis**

Date: October 11, 2024

1. BACKGROUND

Magna Water District (the District) is a public utility dedicated to providing water and wastewater services to the Magna Metro Township as well as portions of West Valley City and Salt Lake City. The District has been providing culinary water services since 1949, serving over 9,700 connections in the service area shown in Figure 1. The figure also shows future expansion areas as land west of the District becomes developed and will require water and sewer services.

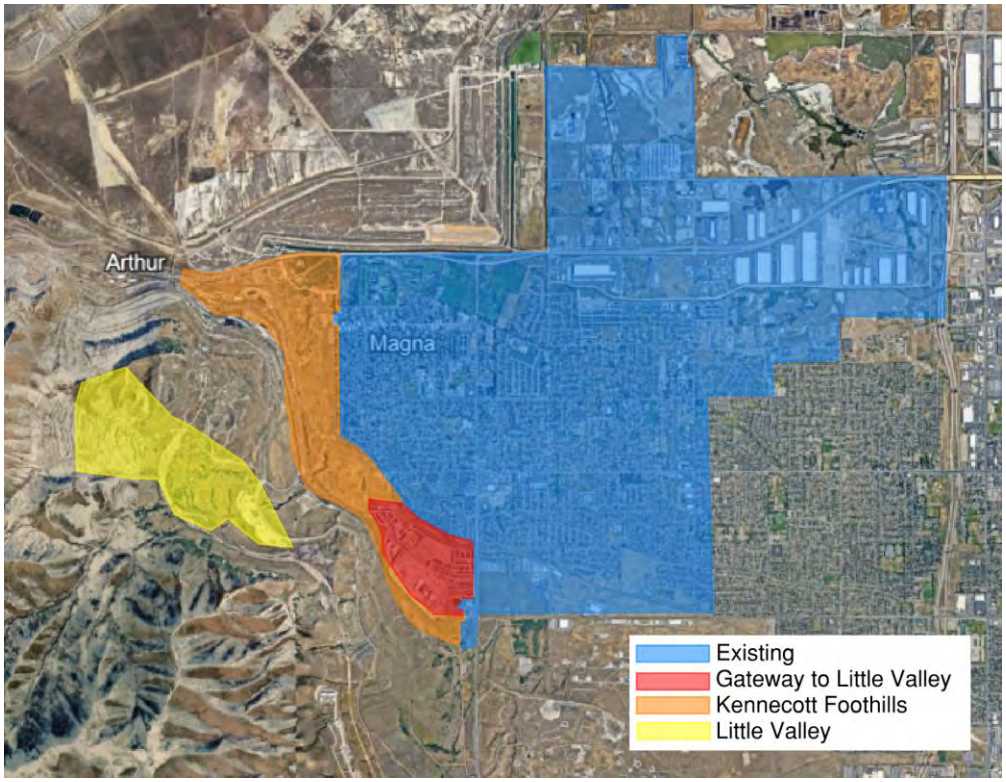


Figure 1 **- Magna Water District Service Area (w/ Potential Annexation)**

The District owns and operates an electrodialysis reversal (EDR) water treatment plant (WTP) at 2690 S 6750 W in West Valley City. The EDR plant, in service since 2009, includes two storage tanks:

- **Feed Tank:** a 150,000-gallon (0.15-million-gallon (MG)) welded steel tank for operational storage of well water before treatment
- **Finished Water Blending Tank:** a 500,000-gallon (0.5-million-gallon (MG)) welded steel tank for storage of a calculated blend of treated and raw water storage before distribution to the culinary water system

During a recent rehabilitation of the feed tank, the District identified the need for increased redundancy in the EDR plant's feed and finished water storage systems. The feed tank can only be bypassed for roughly one day, and the finished water blending tank currently lacks a bypass option. The current setup eliminates the ability for preventative maintenance on the storage tanks while maintaining operations. Addressing these issues is important for maintaining continuous treatment of incoming well water to meet the water demands of the District's customers.

The purpose of this technical memorandum is to evaluate the current system, describe various alternatives, and provide a recommendation for the best solution to increase facility redundancy and resiliency.

1.1 Facility Background

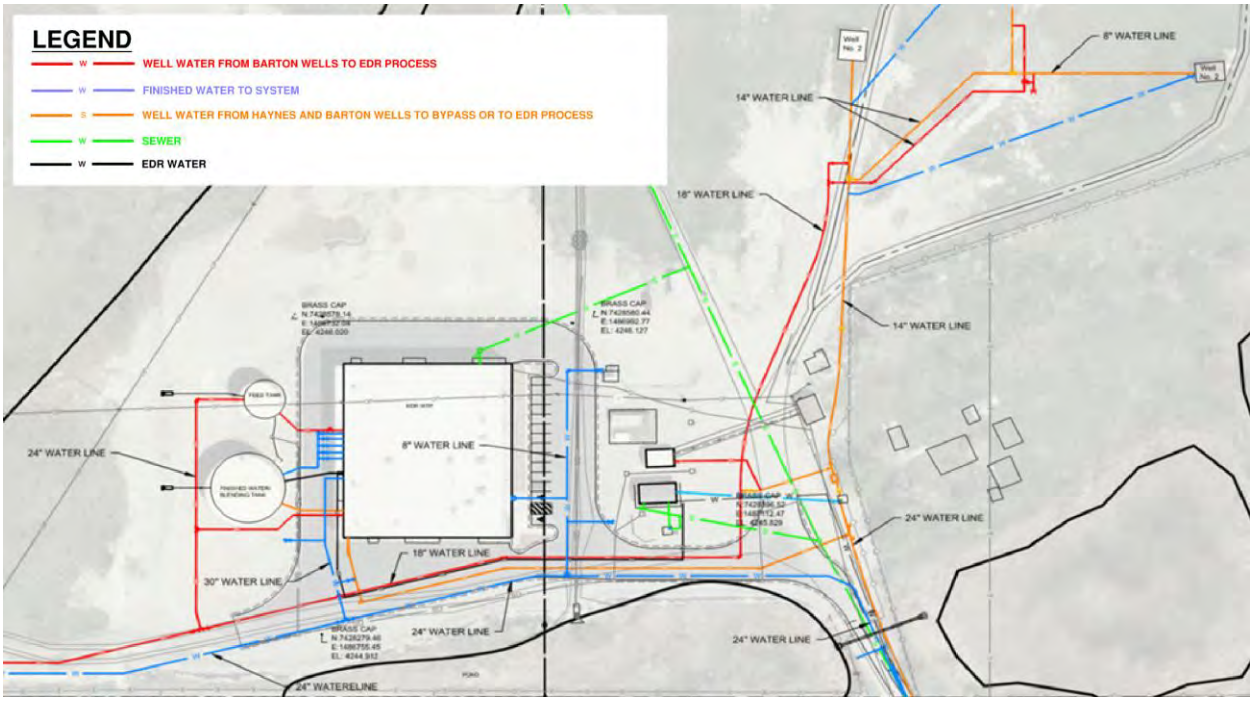


***Figure 2* - Existing EDR WTP Site Plan (Barton Record Drawings)**

The Haynes and Barton wells supply water to the EDR plant, with the Haynes Well Field located about a mile east and the Barton Well Field adjacent to the plant. Pipelines from both fields merge at the EDR plant for blending prior to treatment. As mentioned previously, the plant has a 0.15 MG feed tank for well water before treatment and a 0.5 MG finished water tank for treated water, which also serves as a mixing tank for treated output and raw well water.

The feed tank level controls an actuator valve, directing water either to the finished water blending tank or through treatment. Barton Well #5, with high perchlorate contamination, is treated exclusively through the EDR process via a dedicated supply line. The process flow diagram is shown in Figure 3 below.

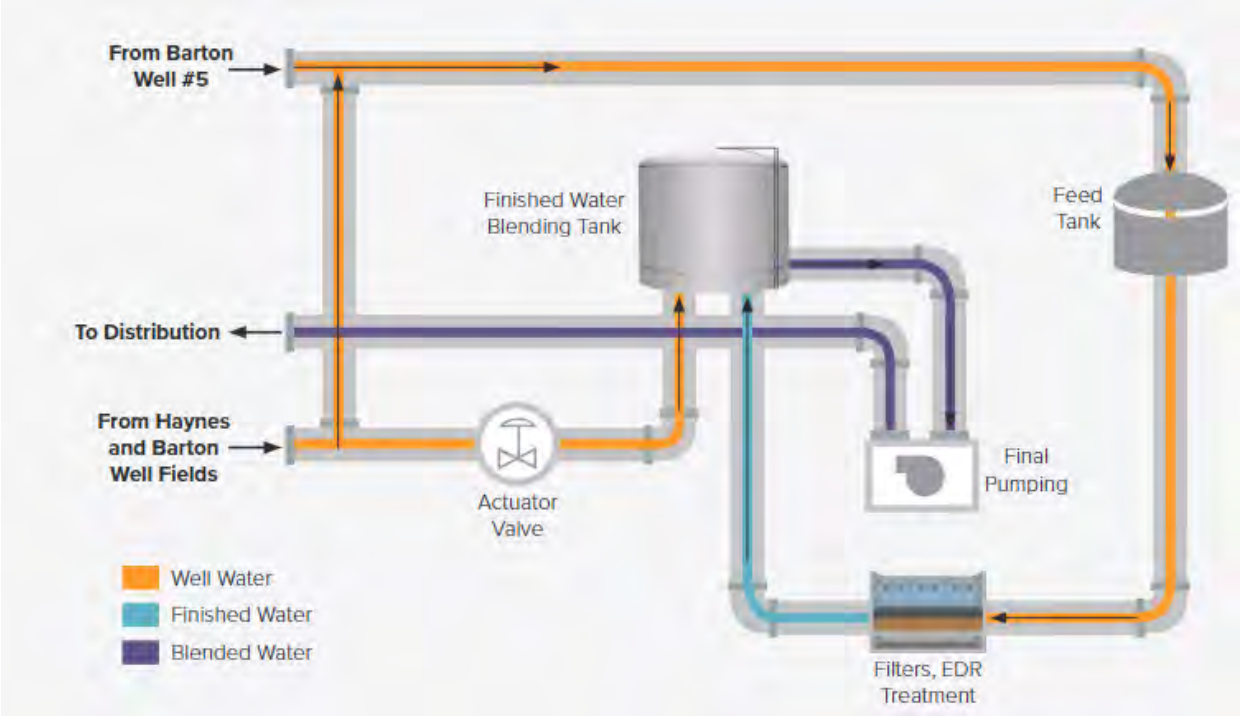


***Figure 3* - Existing EDR WTP Process Flow Diagram**

The EDR plant has a peak treatment capacity of 4,167 gpm (6 MGD) but can blend treated and raw well water at a 1:1 ratio, allowing for a total production capacity of 8,333 gpm (12 MGD). Full capacity is typically achieved with all four treatment trains running. If one train is offline, the District can still produce 12 MGD by increasing the untreated water ratio; however, this reduces effluent water quality, with increased TDS being the main water quality concern. Seasonality also affects flow through the EDR plant. A summary of estimated flows are as follows:

- **Rated Full (Firm) Capacity:** 12 MGD (7.5 MGD)
- **Current Summer (Winter) Flows:** 7-8 MGD (2-3 MGD)

EDR uses membrane technology and an electric current to concentrate salt or metal ions on one side of a semi-permeable membrane. At the District's EDR plant, about 80% of the flow is treated water, while the remaining 20% contains concentrated salts and metals removed during treatment. This concentrated brine byproduct is discharged through a dedicated bypass line, built in 2018, directly to the District's wastewater treatment plant, Biobrox.

1.2 Distribution and Storage Background

The district's water supply comes from two main sources: ten district-owned wells tapping into local aquifers treated at the EDR plant, and bulk water purchased from Jordan Valley Water Conservancy District (JVWCD). The District's distribution system is composed of three pressure zones with eight storage tanks distributed across the pressure zones. The flow from the EDR plant is distributed throughout the District but first enters the system at Pressure Zone 1, located at the north end of the service area as shown in Figure 4.

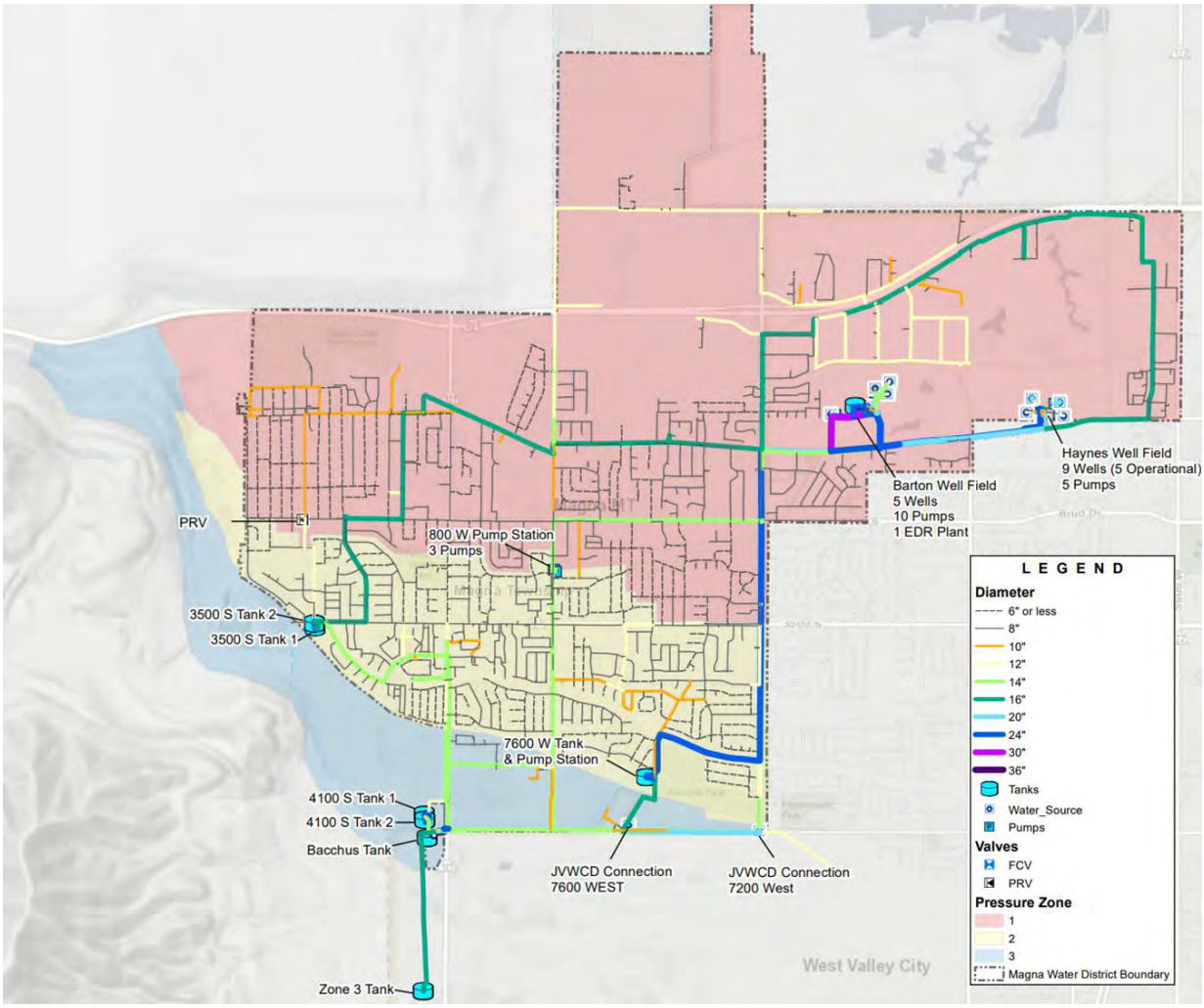


Figure 4 **- Culinary Distribution System (Bowen Collins Master Plan 2018)**

The current system includes several tanks across different locations, as shown in Table 1. The District's distribution system contains sufficient storage throughout the system per State guidelines.

***Table 1* - Existing Storage Tanks in Distribution System**

Zone	Location	Tank Type	Tank 1 Capacity (MG)	Tank 2 Capacity (MG)	Total Capacity (MG)
Zone 1	3500 South Tanks	Above-ground steel	1.5	0.5	2
Zone 1	7600 West Tank	Buried concrete	5	-	5
Zone 2	4100 South Tanks	Above-ground steel	0.5	2	2.5
Zone 2	Bacchus Tank	Buried concrete	8	-	8
Zone 3	Zone 3 Tank	Buried concrete	0.5	0.75	1.25
Total	-	-	-	-	18.75

2. WTP STORAGE SYSTEM ASSESSMENT

The existing 0.15 MG feed tank and 0.5 MG finished water blending tank at the EDR plant are both epoxy-coated steel that require recoating every 20 to 25 years. Both tanks will need to be taken offline for recoating within the next 10 years. Any potential improvements to the plant's storage system should be addressed prior to the anticipated recoat. This section presents various factors that should be considered for WTP storage system design. Tank configurations and tank material are considered in Section 3 of this report.

2.1 Redundancy

The current storage system at the plant exhibits potential vulnerabilities due to insufficient tank redundancy, which increases the risk of not meeting water deliveries in the event of an emergency. Enhanced redundancy would minimize the risks associated with unexpected failures or system wear, improving the overall operational resilience of the plant.

2.1.1 Feed Tank

The 0.15 MG feed tank is integral to the plant's ability to perform essential maintenance on the EDR system without halting operations. Currently, maintenance work on this tank could necessitate a partial or complete shutdown of the plant, particularly if alternative water storage isn't available to support the EDR system. This represents a significant vulnerability, as any unexpected need for maintenance or repairs could halt production and disrupt water service. EDR-treated water for blending will not be present if the feed tank is bypassed, leading to a reduction in the blended water quality and making it unusable after one day. Adding a redundant tank

would allow the plant to perform maintenance on the existing tank while keeping the EDR system operational. This approach would prevent service interruptions and reduce downtime.

2.1.2 Finished Blend Tank

The 0.5 MG finished water blending tank is essential for maintaining operational flexibility and facilitating efficient blending of raw and treated water, ideally at a 1:1 ratio to uphold water quality. However, without redundancy, if this tank is compromised due to maintenance issues, structural failures, or unexpected contamination, the plant would struggle to manage demand surges or emergency situations, such as pipe breaks or system malfunctions. This absence of redundancy increases the risk of interrupted service and diminishes the plant's ability to respond effectively during critical events. By adding another tank or upgrading the existing infrastructure to incorporate redundancy, the plant can enhance reliability, ensuring a continued supply of finished water even in emergencies.

2.2 Groundwater Well Production

The District owns groundwater rights totaling over 15,000 acre-feet per year (13.4 MGD) from the aquifer where the Haynes and Barton Well Fields are located. However, concerns persist regarding the sustainability of the annual yield from these well fields. Historically, these wells have produced an average of 7,437 acre-feet per year (6.6 MGD). District personnel are cautious about relying on higher yields, as the District's water rights exceed the average annual recharge rate of the aquifer, which is 12,850 acre-feet per year (11.4 MGD).

Since 1979, the District has seen a consistent rise in water demand, with an annual increase ranging from 57 to 74 acre-feet per year. When analyzed in conjunction with population growth, this increase reflects an average water usage rate of 0.19 acre-feet per person. If the current annual growth rate of 0.65% continues, the District is projected to fully utilize its water rights by 2039, with an estimated population of approximately 36,000.

Given that water demand is expected to surpass historical yields in the coming decades, additional capacity will be necessary. The 2018 Master Plan recommends increasing raw water capacity from the Haynes and Barton Well Fields by 1,000 gpm as soon as possible, with an additional 500 gpm by 2033. This will help ensure a reliable water supply in case of mechanical or operational failures. However, it is crucial to evaluate how the treatment system and storage infrastructure can meet this rising demand.

2.3 Water Quality

The firm capacity of the facility is 7.5 MGD with a 1:1 EDR treated water to raw well water ratio. This blended water ratio is typical for normal operations, though the facility sometimes experiences higher water demands and is forced to increase the treated to raw water ratio to

1:167. Under these conditions, the facility can reach 12 MGD with only three (3) EDR treatment trains. However, this comes at a cost to effluent water quality. Total dissolved solids (TDS) concentrations are higher during these operating conditions and push the facility closer to effluent water treatment limits for TDS.

The current finished water may face challenges with tank stratification and mixing if additional tanks are added and used in parallel. Concerns regarding stratification may arise in the existing finished water blending tank during the winter months. The average minimum flow through the plant is 2.74 MGD. If a second finished water blending tank is constructed and operated concurrently with the existing, only 1.37 MGD will be directed through each tank. Under these conditions the current finished tank's 18-inch EDR inlet pipe and18-inch bypass raw water inlet pipe will have a flow rate of approximately 0.9 to 1.0 ft^3/s. The lower flow rates entering the tank may lack sufficient momentum to adequately mix water. Depending on the temperature differences between the incoming and stored water, the Froude number may fall below 1; this means that the flow is mainly driven by buoyancy and gravity, with little impact from inertia. This type of flow condition causes the fluid layers to resist mixing. As a result, if the flow rates are low enough and conditions are right, stratification could occur in the current finished tank during winter operations.

2.4 Tank Sizing

This assessment aims to determine if the volume of new feed and finished blend tanks should match existing feed and finished blend tanks or if there is reason to change. Water quality, distribution system needs, and operational flexibility are all important considerations.

2.4.1 Feed Tank

The major water quality challenges for the wells include elevated levels of TDS, arsenic, and perchlorate. The perchlorate contamination originates from the old ATK facility, located southwest of the Barton Well Field. All Barton wells have detected perchlorate, with the highest concentrations found in Barton Well #5, which is closest to the contamination plume. For that reason, Barton Well #5 has been heavily pumped to capture as much perchlorate as possible, successfully reducing its levels in other Barton wells.

As water demand increases, it is anticipated that additional wells will need to be brought online, leading to a greater overall volume of water entering the system. This additional water is likely to come from wells with lower contaminant levels than Barton Well #5. If the feed tank capacity were expanded, a larger portion of this tank would consist of cleaner well water. Therefore, water would be unnecessarily treated in the EDR plant, increasing operational costs due to higher energy and chemical usage.

To avoid unnecessary treatment and manage operational costs effectively, it is recommended to maintain the new feed tank capacity at 0.15 MG. This will prevent excess water from entering the EDR system, ensuring that only water requiring treatment is processed. Water from less contaminated wells can continue to be blended with treated water after the treatment process, reducing strain on the EDR plant and optimizing cost efficiency.

2.4.2 Finished Blend Tank

The addition of a new finished blend tank poses risks of stagnation during low flow periods. While having two 500,000-gallon finished blend tanks online during 2.0 MGD flows results in residence times of 12 hours, which does not raise significant concerns. If a larger finished tank is desired, lower flows could lead to potential issues that warrant further review. As a precaution, all proposed tank configurations allow for parallel or standby operation, enabling the system to switch between operational modes as needed. While higher flows in the summer pose a lower risk of stagnation, winter flows may necessitate keeping only one tank of each type online, using any additional tanks solely for redundancy.

Larger finished tanks offer limited operational flexibility; they often require blending more raw water, which could adversely affect water quality. An analysis of the tank sizing indicates that increasing storage capacity at the EDR plant may not align with the District's goals, as they do not desire additional storage in this location. This location is hydraulically the lowest in the system and additional storage at this location would result in additional pumping requirements to send water to other Zones.

Figure 5 **- Bolted Steel Tank**

Figure 6 - Welded Steel Tank

Figure 7 - D110 Tank

2.5 Design Criteria

The design criteria for tank improvements encompass civil, structural, process, and instrumentation and control requirements that are guided by the district's goals and state and federal guidelines. This section considers each of these design disciplines and their contents would drive the design and construction of new storage facilities.

2.5.1 Civil and Structural Design

Wind Loading

New feed and finished blend tanks will be required to conform to the same civil and structural criteria as the existing tanks. Magna defines the area south of 4100 South and west of 6400 West as residing in the "Overpressure Zone," in which structures are subject to a sliding scale of wind loading constraints that reach up to 192 mph. The EDR plant does not reside in this Overpressure Zone and is instead subject to base wind loading requirements of 115 mph.

Seismic Considerations

The seismic design for new tanks must follow International Building Code (IBC) requirements and account for the region's seismic hazard level. Magna resides fifteen miles west of the Salt Lake segment of the Wasatch Fault Zone, nine miles northeast of the Oquirrh segment and eight miles west of the Granger segment. In 2020, Magna experienced a magnitude (M) 5.7 earthquake which did not diminish the roughly 50 percent probability of receiving a M6.75-M7.6 earthquake in the next 50 years. Site specific factors, including soil conditions and seismic risk proximity, will be considered to tailor the design to local conditions.

Geotechnical Considerations

The geotechnical report performed April 12, 2006 by Intermountain GeoEnvironmental Services, Inc. (IGES) on the EDR plant site concluded that the site is suitable for the existing EDR facility and tanks. Adding more tanks of similar use and resiliency is acceptable. The proposed site for improvements is undeveloped land that slopes slightly down towards the northwest. General site grading is recommended to provide equalized foundation support across site improvements. Soils on the site consist of generally saturated lean clay and sandy silt. Groundwater is observed 0.5 feet to 2 feet below the surface. Conventional shallow spread footings founded on 12-inches of structural fill are recommended as an acceptable building support approach. 1,400 pounds per square foot (psf) is the maximum net allowable bearing pressure recommended for this site and foundation plan.

The EDR plant site exhibits less than 50 ppm of soluble sulfate content so sulfate attack on concrete is not a concern. Historical soil corrosivity measurements exhibit a minimum resistivity of 760 OHM-cm and the geotechnical report recommends special consideration for buried metal, exposed metal, and steel construction elements that include expendable thickness or cathodic protection.

Table 2 - **Civil and Structural Design Criteria Summary**

Consideration	Description
Wind Loading	▪ New tanks must meet structural criteria of existing tanks. ▪ Located outside the Overpressure Zone (max 115 mph loading) vs. up to 192 mph in Overpressure Zone.
Seismic Considerations	▪ Follow IBC codes for seismic design. ▪ Magna is near multiple fault zones and has a significant probability of future earthquakes. ▪ Design must consider local soil conditions and seismic risk.
Geotechnical Considerations	▪ Site suitable for existing and new tanks; general site grading recommended. ▪ Soil consists of saturated lean clay and sandy silt with groundwater 0.5 to 2 feet deep. ▪ Recommended shallow spread footings with a max net allowable bearing pressure of 1,400 psf. ▪ Low sulfate content (<50 ppm) mitigates sulfate attack; special considerations for buried and exposed metals are necessary.

2.5.2 Process Design

Material Selection

The material for new piping should be selected based on factors such as durability, cost, and District familiarity and preference. Ductile iron, polyvinyl chloride (PVC), and high-density polyethylene (HDPE) are all commonly used materials for buried piping. Matching existing site materials maintains simplicity of protocols for site staff. Ductile iron piping provides additional pipe wall rigidity and piping system integrity over long lifetimes. Soil corrosivity measurements show that expendable thickness or cathodic protection is essential for any metal piping. PVC and HDPE piping are relatively inexpensive and is sufficient for this application, due to lower pipe pressures. All piping must conform to drinking water system component NSF/ANSI 61 standards. Before selecting the appropriate piping material, additional site information and client input should be gathered in the design phase of the project.

Piping, Connections, Fittings, & Valves

The existing tanks do not need additional pipe connections and some of the existing site piping has blind flanges or fittings that can be used to connect new site piping. New valves will need to be installed on influent and effluent lines of existing tanks. Butterfly valves are common for clean water flow modulation applications and gate valves excel in flow isolation. All manual buried valves will require valve boxes to provide access for flow control through any tank improvements. By selecting manual valves, operators have direct control over facility operations and flow paths.

Strategic addition of mechanical joint fittings provide flexibility for pipe settlement over time. Drain lines and discharge structures for the new tanks should be considered to maintain full system redundancy and minimize the risk of overflow and backflow.

The existing 24-inch site piping is sufficient for current and future facility flows. 18-inch site piping could be considered for the new tank improvements if flow is split between the new and existing tanks. Because 18-inch piping restricts flow paths more than 24-inch piping, special consideration of the new tank hydraulics would be essential to ensure that flows can be matched through parallel tanks. Tank effluent piping should be routed to a single trunk line ahead of the EDR plant inlet pumps to maintain appropriate flow conditions and provide operational flexibility of the feed tanks and pumps.

- 24-inch pipe velocity at full plant capacity (12 MGD)
  - Full flow, single tank: 5.91 fps
  - Split flow, two tanks in parallel: 2.95 fps
- 18-inch pipe velocity at full plant capacity (12 MGD)
  - Full flow, single tank: 10.50 fps
  - Split flow, two tanks in parallel: 5.25 fps

Tank Sizing – Stratification Effects

To mitigate potential stratification issues in the new finished blend tank, it is advisable to connect the EDR finished water and groundwater bypass flows within a single pipeline. This piping configuration would ensure a minimum flow of 1.3 MGD, significantly exceeding the flow required to generate the necessary momentum for effective tank mixing. While stratification may not routinely pose a problem for the District, it remains an important factor in operational management. Influent pipes into each tank may require reducing fittings to increase pipe velocity and induce mixing even at lower flows.

Hydraulics

The hydraulic profile of the EDR plant starts with the feed tank, which has a bottom elevation of 4,246 ft and operates with a water surface elevation ranging from 4,249 ft to 4,268 ft. Water is pumped from this feed tank into the EDR treatment process. The invert elevation of the pipe leading from the tank to the EDR feed pumps is 4,238 ft, while the pump impeller is located at an elevation of 4,249 ft. After treatment, the finished water is collected in a blending tank, which shares the same bottom elevation of 4,246 ft and operates within the same water surface elevations of 4,249 ft to 4,268 ft.

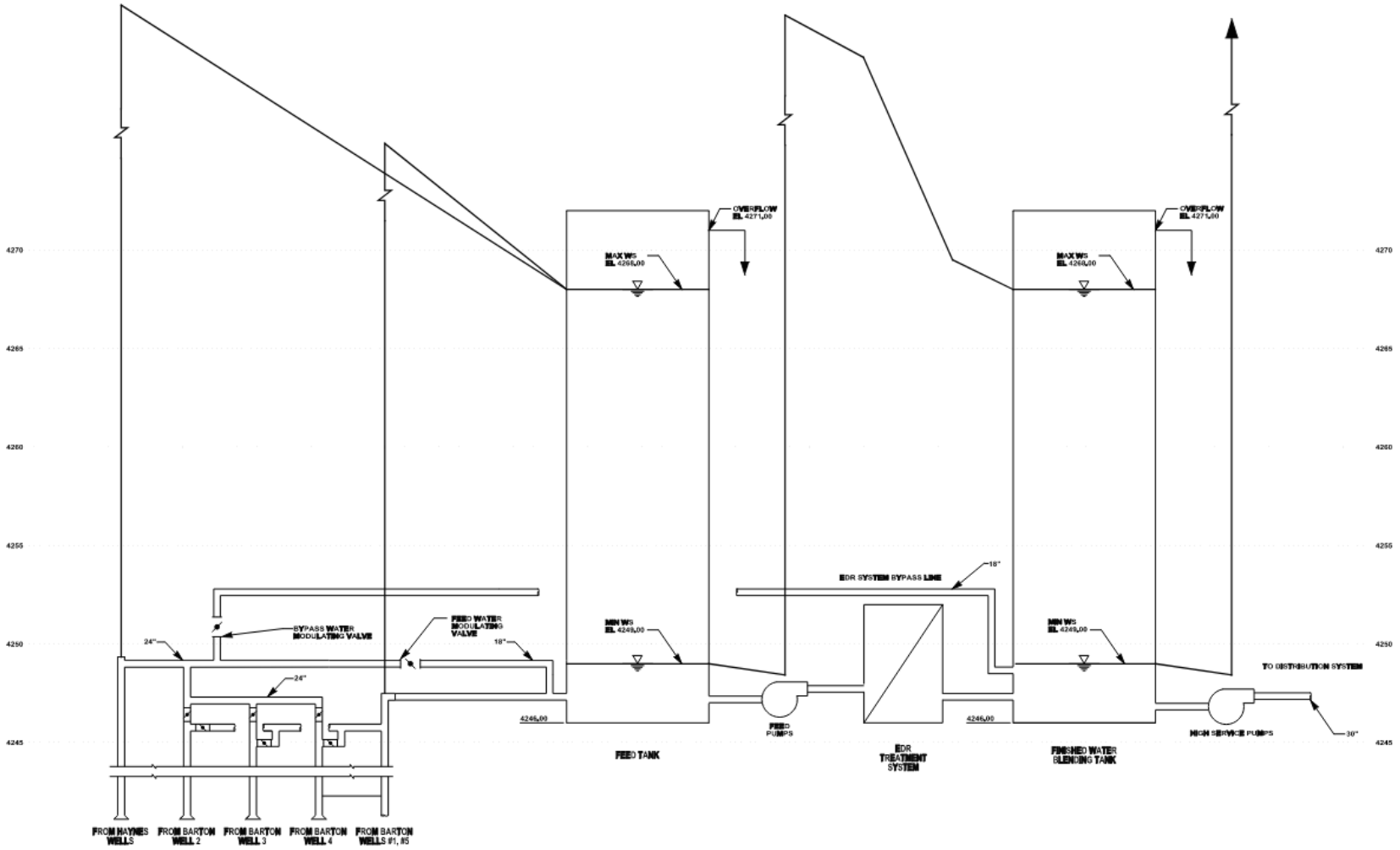


Figure 85 **- EDR Facility Hydraulic Profile (Barton Record Drawings)**

For the expanded feed and finished water tanks, we will maintain these common elevations (bottom at 4,246 ft, minimum water surface at 4,249 ft, and maximum at 4,268 ft). The hydraulic profile must consider variations in water levels across multiple tanks, which will range from 4,249 ft to 4,268 ft, depending on operational needs and water demand.

Site sloping described in the geotechnical report will have to be considered to ensure that hydraulic demands of the facility are met, possibly requiring tanks to be raised a few feet higher if placed in the northwest, in comparison with elsewhere on the site.

Pumping Considerations

In order to prevent the resizing of the feed pumps that direct flow into the EDR, the net positive suction head available (NPSHa) must remain greater than the net positive suction head required by the pumps (NPSHr). Pressure heads that are below the NPSHr of a pump will result in pump cavitation and should be avoided. NPSHa is influenced by atmospheric pressure, vapor pressure, static head, and friction headloss. Maintaining NPSHr will maximize pump lifetime and facility integrity. The static head can be affected by the feed tank water surface elevation in relation to the pump influent line.

- NPSHa for EDR feed pumps (at lowest water surface level of feed tank): 25 ft
- NPSHr of EDR feed pumps (from manufacturer): 18 ft

Feed tank improvements must be located in an area on site that has a similar elevation to the existing tanks to prevent NPSHa from dropping to less than the NPSHr. Adding new feed tanks do not lower NPSHa significantly, as the only change is due to higher friction loss from additional piping. As a result, NPSH requirements are met in the feed tanks with any feed tank improvement and can be maintained at a minimum water surface level of 3 ft in the tank(s).

The finished blend tanks supply water to the high service pumps that send water out to the distribution system. These pumps have a NPSHr of 36 ft at maximum capacity facility flows. Water surface elevations in the tanks over the 3 ft minimum water surface elevation depth are sufficient for both the existing finished blend tank setup and all proposed configurations for finished blend tank improvements to maintain the NPSH requirements on the high service pumps.

For both feed tank and finished blend tank improvements, the NPSHa will drop a foot or two based on major and minor friction headlosses from additional piping and fittings, respectively. These losses are not expected to affect the minimum water depth requirement of 3 ft in the existing tanks. It is important that all tank improvements provide a minimum water surface level at 4249 ft (elevation) or higher to fulfill the NPSH requirements through static head. If tanks are built at a lower elevation onsite, minimum water depths will have to be greater than 3 ft to meet the 4249 ft elevation requirement.

Table 3 - Key Points for Process Design Criteria

Consideration	Description
Material Selection	▪ Use ductile iron for rigidity ▪ Choose PVC or HDPE for cost-effectiveness ▪ Address soil corrosivity for metal pipes
Piping Configuration	▪ Use 24-inch pipes for current and future demands ▪ Consider 18-inch pipes for cost savings, with caution regarding flow efficiency
Hydraulic Management	▪ Connect EDR finished and groundwater flows for adequate mixing ▪ Use reducing fittings to maintain flow velocity as needed
NPSHa vs. NPSHr	▪ NPSHa must remain greater than NPSHr to prevent pump cavitation. ▪ Influencing factors include atmospheric pressure, vapor pressure, static head, and friction headloss.
Feed Tank Requirements	▪ Minimum NPSHa for feed pumps is 25 ft; NPSHr is 18 ft. ▪ New feed tanks must be located at similar elevation to existing tanks to maintain NPSHa. ▪ Adding new feed tanks increases friction loss but does not significantly lower NPSHa if water surface levels are maintained at a minimum of 3 ft.
Finished Tank Requirements	▪ Finished tanks supply water to high service pumps with a NPSHr of 36 ft at max capacity. ▪ Water surface elevation above 3 ft in existing and proposed tanks is adequate to meet NPSH requirements. ▪ Tank improvements should ensure a minimum water surface level of 4249 ft or higher; lower elevation tanks will require greater depths to meet this requirement.

2.5.3 Instrumentation and Control Design

To fully integrate the new elevated storage facility into the Magna Water District's water system, additional electrical and Supervisory Control and Data Acquisition (SCADA) systems will be required. The storage tanks and flow sensors will be managed by a Programmable Logic Controller (PLC)-based control system. This system will seamlessly interface with the District's existing system and communicate through their telemetry network.

The existing telemetry and controls at all remote locations in their system are currently being upgraded. These improvements include the installation of new PLCs and implementing a cellular network to enhance communication reliability and system performance for their SCADA network.

Real time monitoring of water levels and flow control is critical. Data from the storage facility, including water levels and fill staging information, will be transmitted to District personnel. The system will operate across multiple distinct fill stages, each triggered by specific water level thresholds and associated flow rates. These parameters will be adjustable in real time by operators through both the local Operator Interface Terminal (OIT) and the centralized SCADA system, ensuring precise control over water distribution and enhanced system responsiveness.

Innovative instrumentation poses a unique opportunity to heighten system control over blended water ratios, water quality, and reliable water delivery. Chlorine injectors that respond to chlorine analyzer outputs can optimize chemical usage. Streaming current detectors can measure the presence of charged ions and assist in monitoring blending ratios. These detectors can play a powerful role in managing seasonal changes in water quality that may justify adjustments to blending ratios. Downstream water quality monitoring stations can confirm water blending ratios and provide staff with real time feedback on how to adjust actuating equipment.

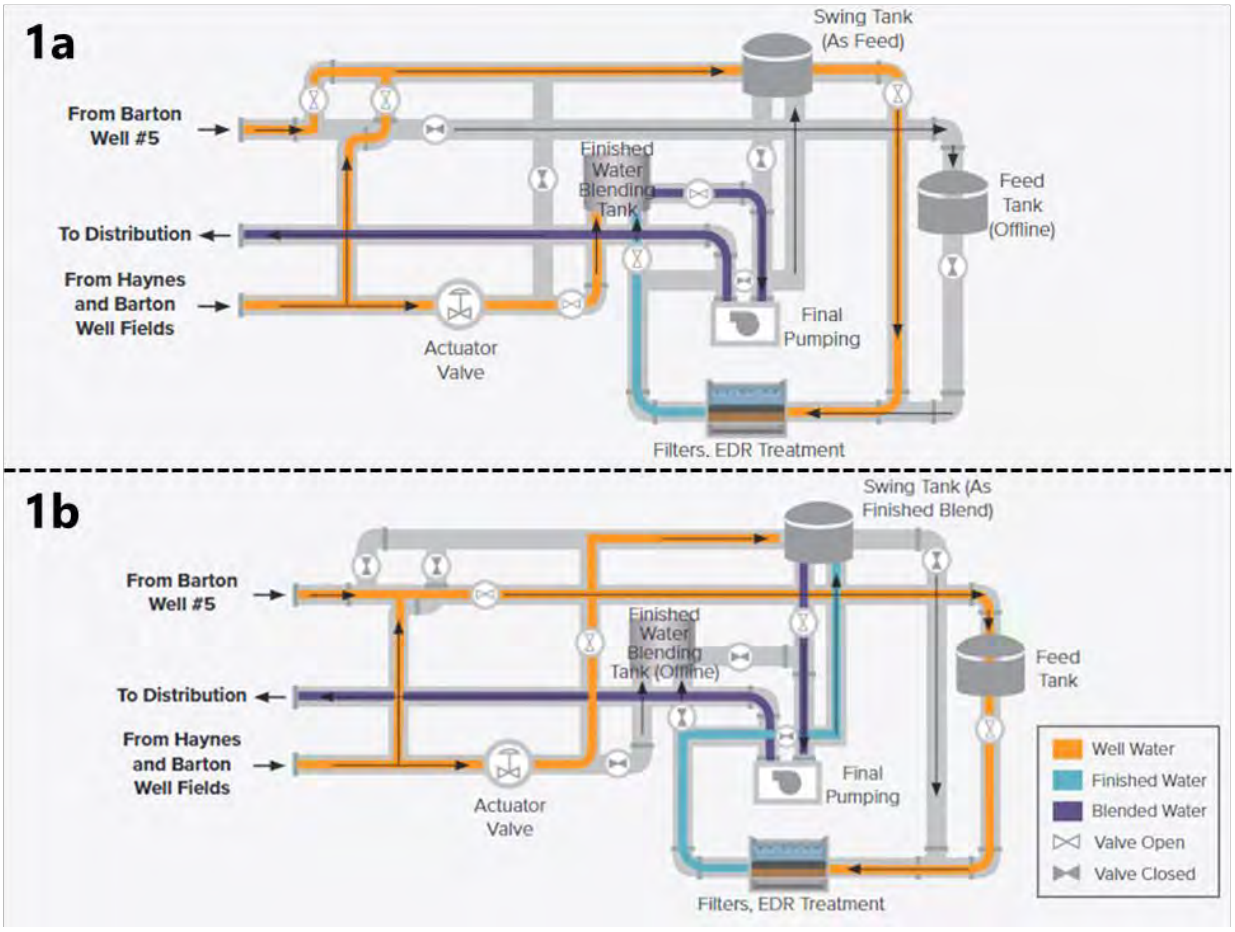
The existing control system at the Barton Wellfield manages tank levels by level triggers and level rate of change triggers for high service pump VFD drives. Tank improvements can mimic the same workflow to maintain continuity across the site. Rate of change triggers heighten the response provided by VFDs and act as advanced level management systems for tanks.

3. TANK ALTERNATIVES

3.1 Tank Configurations

The three tank configurations in consideration include: (1) one swing tank, (2) one divided tank, and (3) two new tanks. Each option offers practical solutions with advantages and disadvantages depending on the system's needs and State of Utah requirements. These options are listed in order of anticipated increasing capital costs.

3.1.1 Swing Tank



Alternative 1a – New feed swing tank configuration
Alternative 1b – New finished swing tank configuration

***Figure 9* - Swing Tank Process Flow Diagram**

Implementing a single water storage tank with a swing design offers a unique solution for enhancing redundancy and operational flexibility at the water treatment plant. This approach offers reduced capital costs by constructing a single tank that can function as both a feed or finished water blending tank. The swing tank system allows for either the feed or finished water blending tank to be taken offline for maintenance while the other remains operational, providing improved redundancy compared to the current facility design. Utah's Division of Drinking Water (DDW) regulations pose no difficulties for implementing a swing tank system. Because this is an inorganic treatment plant that blends raw and treated water, having a swing tank does not require any special cross-connection control or isolation during the different operating periods. Below is a list of valve improvements required for this tank solution.

- A total of **twelve (12) new valves** are required for this alternative:
    - Four (4) swing tank influent valves
    - Two (2) swing tank effluent valves
    - One (1) modulating valve for EDR bypass
    - One (1) feed tank influent valve
    - One (1) feed tank effluent valve
    - Two (2) finished blend tank influent valve
    - One (1) finished blend tank effluent valve

When considering the swing tank option, the procedure of switching tank functionality may introduce operational challenges. When the swing tank is used as a feed tank, the water surface elevation (WSE) must be maintained at 4,249 ft to match the minimum WSE of the current feed tank. This WSE is maintained by an effluent weir pipe to ensure that the net positive suction head available (NPSHa) is greater than the net positive suction head required (NPSHr) for the EDR feed pumps. When switching from the feed tank to the finished tank, the water below the 3-foot operational depth necessary to maintain NPSH must be drained, as it cannot be pumped through the EDR plant.

***Table 4* - Swing Tank Summary**

Advantages	Disadvantages
Reduced capital costs by constructing a single tank	Limited operational flexibility compared to dual tank configurations
Improved redundancy for maintenance activities	Requires careful management to avoid operational disruptions
Compliance with state regulations without additional cross-connection control	

3.1.2 Dual Feed and Finished Blend Tank

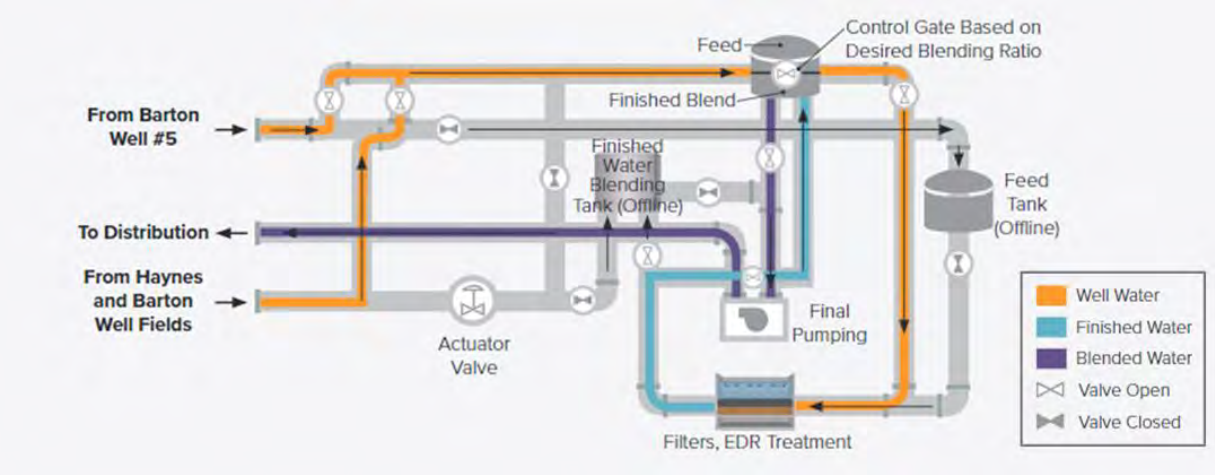


***Figure 10* - Dual Feed and Finished Blend Tank Process Flow Diagram**

Adding a single water storage tank divided into feed and finished blend sections offers a unique approach to enhancing redundancy and operational flexibility. This design allows for the efficient use of space while providing separate storage for untreated and treated water. The feed section can act as a buffer for incoming water, smoothing out supply fluctuations, while the finished section ensures a ready supply of treated water for distribution. The split-tank design presents potential challenges related to state law, as Utah DDW prohibits feed and finished water from sharing a common wall. This will require additional structural or design modifications to meet compliance requirements. Maintenance poses numerous challenges, as cleaning or repairing one section may disrupt operation of the entire tank. While the split-tank design offers some redundancy, it may not provide the same operational flexibility as two separate tanks. Below is a list of valve improvements required for this solution.

- A total of **thirteen (13) new valves** are required for this alternative:
  - Four (4) swing tank influent valves
  - Two (2) swing tank effluent valves
  - One (1) valve between the partitioned tank basins
  - One (1) modulating valve for EDR bypass
  - One (1) feed tank influent valve
  - One (1) feed tank effluent valve
  - Two (2) finished blend tank influent valve
  - One (1) finished blend tank effluent valve

Although the initial cost might be lower than installing two individual tanks, the complexity of the design could lead to higher construction and long-term maintenance expenses.

***Table 5* – Dual Feed and Finished Blend Tank Summary**

Advantages	Disadvantages
Efficient use of space with separate feed and finished sections	May require structural modifications to comply with regulations
Moderate redundancy with both feed and finished storage available	Maintenance on one section may disrupt the entire system
	Limited flexibility compared to separate tanks

3.1.3 Two New Tanks

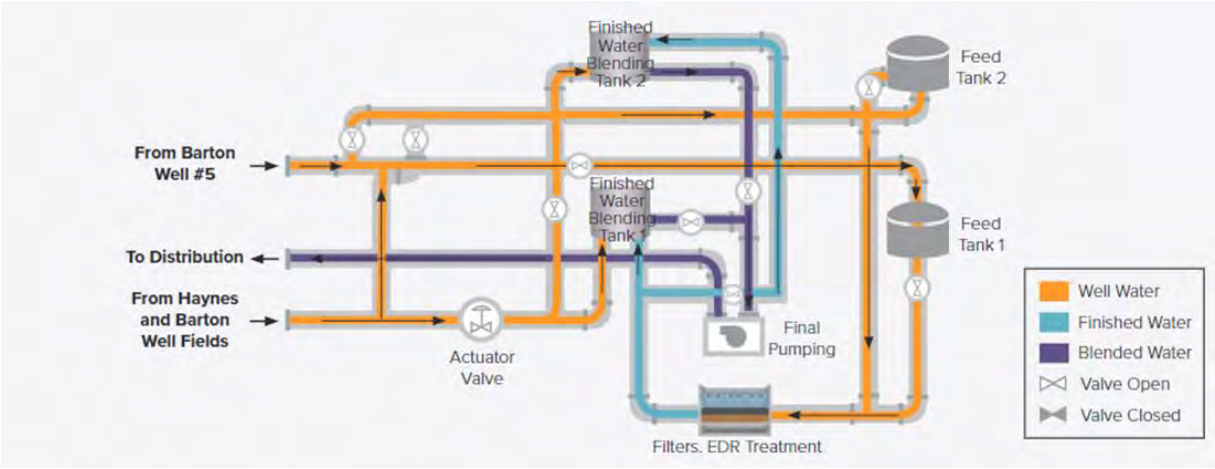


***Figure 11* - Two New Tanks Process Flow Diagram**

Adding two new water storage tanks to the water treatment plant can significantly enhance redundancy and operational flexibility. The increased storage capacity allows for better management of water supply fluctuations, ensuring a more reliable service during peak demand periods or unexpected outages. It also provides greater flexibility in maintenance scheduling, as one tank can remain operational while the other undergoes inspection, cleaning or repairs. Below is a list of valve improvements required for this solution.

- A total of **ten (10) new valves** are required for this alternative:
  - Two (2) feed tank influent valves (one for one tank and two for the second tank)

- Two (2) feed tank effluent valves (one for each tank)
- One (1) modulating valve for EDR bypass
- Two (2) finished blend tank influent valves (one for each tank)
- Two (2) finished blend tank effluent valves (one for each tank)
- One (1) feed tank bypass valve

The installation of two new tanks requires a substantial initial investment and may increase ongoing maintenance costs. However, implementing a complete redundancy of the existing system will result in fewer operational challenges compared to other alternatives, as the tanks will not need to be changed from feed to finished tanks. Each tank can be isolated for service when needed and put back online seamlessly.

***Table 6* - Two New Tanks Summary**

Advantages	Disadvantages
Maximum redundancy and operational flexibility	High initial capital investment
Simplified maintenance with one tank operational during repairs	Potential for increased maintenance costs
Improved management of water supply fluctuations	

3.2 Tank Material

When considering water storage solutions, there are a variety of options for both concrete- and steel-based tanks. Concrete tanks can be cast-in-place or prestressed with a wire-wound system (D110) or circumferential tendons (D115). Steel tanks can be bolted or welded steel. Steel tanks are generally known for their durability, flexibility, and recyclability, making them a popular choice for long-term use. Concrete tanks are also very durable with strong crack resistance and are often more cost-effective than steel as tank size increases. Table 7 provides a list of considerations for each material type.

The American Water Works Association (AWWA) provides standards for various forms of tanks. Standards applicable to those considered in this report are listed below. Cast-in-place concrete tanks follow general AWWA guidelines for concrete.

- **AWWA D100-21:** Welded Carbon Steel Tanks for Water Storage
- **AWWA D102-21:** Coating Steel Water-Storage Tanks
- **AWWA D103-19:** Factory-Coated Bolted Carbon Steel Tanks for Water Storage
- **AWWA D110-13:** Wire- and Strand-Wound, Circular, Prestressed Concrete Water Tanks
- **AWWA D115-20:** Tendon-Prestressed Concrete Water Tanks

Table 7 – Tank Material Summary

Tank Type	Advantages	Disadvantages
Cast in Place	▪ Durability and Longevity ▪ Structural Integrity ▪ Customization ▪ Thermal Insulation ▪ Resistance to Leaks ▪ Low Maintenance	▪ High Initial Cost (due to the materials, labor, and time required for site preparation and curing) ▪ Longer Construction Time ▪ Potential for Cracking ▪ Weight and Foundation Requirements
Bolted Steel	▪ Quick and easy assembly ▪ Pre-finished, factory-applied coating ▪ Easy maintenance and repair ▪ Lower shipping costs	▪ Shorter lifespan (around 30 years) ▪ Potential weak points at bolt locations ▪ Prone to corrosion due to soil corrosivity and requires corrosion prevention
Welded Steel	▪ Long lifespan (over 100 years) ▪ Highly durable and leak-free ▪ Lower CAPEX ▪ Customizable shapes and sizes	▪ Weather-dependent on-site finishing ▪ Requires thorough weld inspections ▪ Higher OPEX costs compared to concrete. ▪ Prone to corrosion due to soil corrosivity and requires corrosion prevention
D110	▪ Superior crack resistance ▪ Long lifespan (50-100 years) ▪ Excellent structural integrity ▪ Can be partially or fully underground ▪ Customizable shapes and sizes	▪ Higher initial construction costs ▪ Specialized construction techniques required ▪ Challenging and expensive to modify or expand
D115	▪ Superior crack resistance ▪ Long lifespan (50-100 years) ▪ Excellent structural integrity ▪ Customizable shapes and sizes ▪ Low maintenance	▪ Higher initial construction costs ▪ Specialized construction required ▪ May require periodic re-tensioning of wires

4. ALTERNATIVES ANALYSIS

This section provides a comparative analysis of the three tank configurations and tank materials as described in the previous section. The analysis is based on the following methodology:

- ***Identify selection criteria.*** The following were identified as the most important factors affecting the District's decision: (1) performance & reliability, (2) capital cost, (3) maintenance cost, (4) ease of operation, and (5) flexibility for future expansion.
- ***Assign weights to each selection criterion.*** In order to prioritize the importance of each decision factor, the following weights were assigned (sum to 100%):
    - Performance & Reliability: 25%
    - Capital Cost: 25%
    - Maintenance Cost: 20%
    - Ease of Operation: 20%
    - Flexibility for Future Expansion: 10%
- ***Score each alternative based on selection criteria***. This exercise used a qualitative scale of 1 to 5, with 5 being the highest score. The weight of each criterion is multiplied by the score received and all of these products are added to calculate a final score for each alternative. The highest overall score defines the preferred alternative.

4.1 Performance & Reliability

Important considerations for this decision factor include:

- Material
- Sizing
- Compatibility

Material selection ensures long-term durability and resistance to corrosion or contamination. Given the presence of perchlorate in the feed water tank, additional measures should be implemented to assess its corrosive properties.

Tank sizing affects the system's ability to meet demand and ensure proper turnover rates to prevent stagnation. An undersized tank can lead to operational inefficiencies, while an oversized one may compromise water quality. Compatibility with the existing system is essential to ensure seamless integration with pumps, piping, and controls. Tanks that align with the flow requirements and pressure conditions of the existing infrastructure will perform more reliably, reducing the risk of operational disruptions, leaks, or mechanical failures over time.

Swing tanks and divided tanks could reduce system performance and reliability. Swing tanks, which alternate between holding raw and culinary water, may create reliability issues during transitions. Likewise, divided tanks, while providing operational flexibility, can complicate flow

distribution and decrease performance during maintenance. When maintenance is required, the entire tank may need to be taken offline, eliminating redundancy for both feed and finished water storage.

4.2 Capital Costs

Important considerations for this decision factor include:

- Material
- Sizing
- Location

Material selection impacts upfront and operational costs. Steel is generally cheaper initially but incurs higher maintenance expenses over time due to corrosion and wear. In contrast, reinforced concrete, while more expensive upfront, has lower long-term maintenance costs, making it a more cost-effective option over the lifespan of the tank. Tank sizing directly impacts capital expenses, as larger tanks require more materials, foundation work, and reinforcement, which increase costs. However, larger tanks may provide economies of scale for storage capacity. The location of tanks also influences costs, as site preparation, accessibility, and proximity to the treatment plant or distribution systems dictate transportation and construction expenses. Tanks situated in difficult terrain or farther from key infrastructure will incur higher installation costs.

Based on our best engineering assessments and vendor quotes, the cost of cast-in-place concrete tanks is estimated at $1.30 per gallon, steel tanks at $1.80 per gallon, D110 tanks at $4.60 per gallon, and D115 tanks at $4.00 per gallon. Pricing for welded steel tanks can vary significantly depending on the vendor, and our costs were based on the lowest bid. It is also important to note that each system benefits from economies of scale, which can potentially lower the per-gallon cost as the project size increases. However, for steel, D110, and D115 tanks, the capacity would need to exceed 3.0 million gallons to approach a similar price per gallon across all material types. Figure 12 below shows the relative cost difference per gallon of water stored for steel tanks, D110, and D115 for increasing storage capacity.

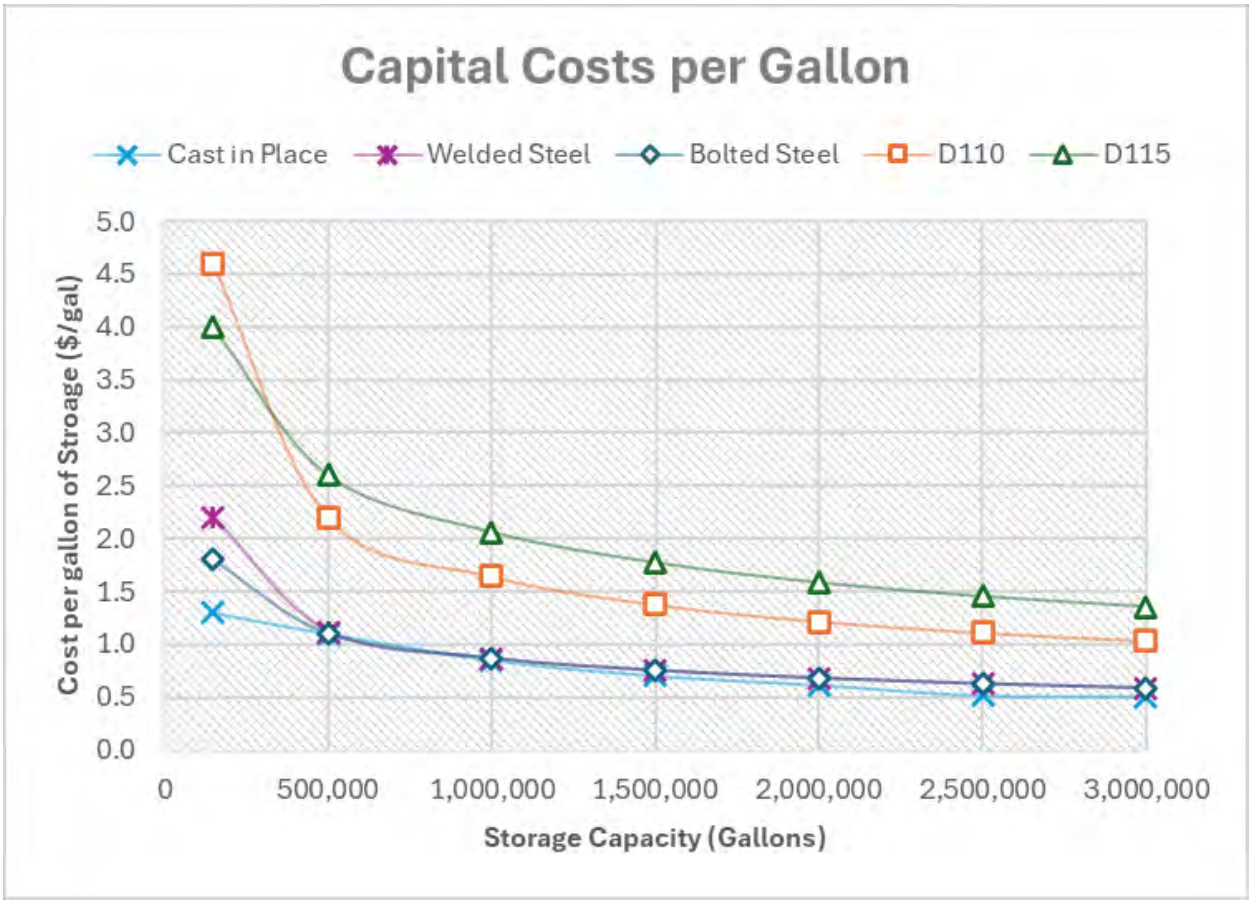


***Figure 6* - Relative Cost per Gallon of Water by Different Storage Tank Material**

Table 8 provides pre-tax budgetary pricing for each of the twelve (12) alternatives. It is important to note that these costs are for 10% design.

Table 8 - Total Estimated Project Costs (10% Design)

Design Option	Tank Type	500k Gal Cost	150k Gal Cost	Yard Piping & Valves	Civil/Geotech	Subtotal	Contingencies and Construction Estimates	Estimated Total Project Costs	Installed Cost
New Swing Tank	Cast in Place	$534,459	-	$300,000	$200,000	$1,034,459	$775,844	$1,810,303	**$2,720,000**
	Welded Steel Tank	$560,000	-	$300,000	$200,000	$1,060,000	$769,528	$1,829,528	**$2,740,000**
	Bolted Steel Tank	$526,037	-	$300,000	$200,000	$1,026,037	$769,528	$1,795,565	**$2,690,000**
	D110	$1,100,000	-	$300,000	$200,000	$1,600,000	$1,200,000	$2,800,000	**$4,200,000**
	D115	$1,350,000	-	$300,000	$200,000	$1,850,000	$1,387,500	$3,237,500	**$4,860,000**
Dual Feed and Finished Blend Tank	Cast in Place	$600,000	-	$300,000	$200,000	$1,100,000	$825,000	$1,925,000	**$2,890,000**
	Welded Steel Tank	$560,000	-	$300,000	$200,000	$1,060,000	$825,000	$1,885,000	**$2,830,000**
	Bolted Steel Tank	$600,000	-	$300,000	$200,000	$1,100,000	$825,000	$1,925,000	**$2,890,000**
	D110	$1,200,000	-	$300,000	$200,000	$1,700,000	$1,275,000	$2,975,000	**$4,460,000**
	D115	$1,420,000	-	$300,000	$200,000	$1,920,000	$1,440,000	$3,360,000	**$5,040,000**
Two New Tanks	Cast in Place	$534,459	$198,170	$350,000	$300,000	$1,382,629	$1,036,972	$2,419,601	**$3,630,000**
	Welded Steel Tank	$560,000	$330,000	$350,000	$300,000	$1,540,000	$1,087,282	$2,627,282	**$3,940,000**
	Bolted Steel Tank	$526,037	$273,672	$350,000	$300,000	$1,449,709	$1,087,282	$2,536,991	**$3,810,000**
	D110	$1,100,000	$700,000	$350,000	$300,000	$2,450,000	$1,837,500	$4,287,500	**$6,430,000**
	D115	$1,350,000	$600,000	$350,000	$300,000	$2,600,000	$1,950,000	$4,550,000	**$6,830,000**

* The cost estimates presented are based on 2024 dollars. Further detailed financial analysis should provide a cost inflation factor, which is checked and adjusted annually throughout the life of the facility. The conceptual opinion of probable cost was developed based upon previous project data, project specific equipment quotes, and RS Means cost estimating manuals. This cost opinion represents a Class 5 Estimate based upon the definitions of the Association for Advancement of Cost Engineering (AACE) International. This level of cost opinion is appropriate for conceptual development and screening-level evaluations made with incomplete information. The cost opinion at this level of engineering is considered to have an accuracy range of +75/-50 percent.

4.3 Maintenance Costs and Ease of Operation

Important considerations for this decision factor include:

- Tank Access and Design Features
- Automation and Monitoring Systems
- Tank Material and Coatings

Tank access and design features, such manways, ladders, and inspection hatches, simplify routine inspections, cleaning, and repairs. Integrated automation and monitoring systems further improve operational efficiency by providing real-time remote monitoring of key tank conditions, including water levels, pressure and potential leaks. This proactive system allows for early issue detection, minimizing the risk of emergency repairs and reducing downtime. Steel tanks generally require recoating approximately every 20 years, which can lead to increased maintenance costs over the tank's lifespan compared to concrete tanks. Since both tank types can incorporate similar access and design features, the primary difference in long-term operational costs will arise from the additional expenses associated with recoating steel tanks. The cost to recoat two tanks is estimated $300,000-$350,000 every 20 years.

4.4 Flexibility for Future Expansion

Important considerations for this decision factor include:

- Location
- Sizing
- Integration

The location should be strategically chosen to accommodate potential future growth without disrupting current operations or requiring major modifications. Sizing is crucial to ensure that tank improvements can meet both current and anticipated future demands, allowing for scalability without significant replacement of equipment. Additionally, the design must incorporate features that facilitate easy expansion, to efficiently handle increased capacity or future functionality.

4.5 Results

Each of the three configurations offers distinct advantages and disadvantages:

- **The New Swing Tank** provides cost-effective redundancy with minimal regulatory hurdles but has limited flexibility.
- **The Dual Feed and Finished Blend Tank** offers an efficient use of space, although structural modifications are needed to meet compliance, and operational flexibility is constrained.
- **The Two New Tanks** configuration delivers the greatest operational flexibility and redundancy but comes with higher costs.

The results of the alternatives analysis are shown below in Table 9. Additional information regarding the decision-making process and detailed analysis can be found in Appendix A.

Table 9 - Tank Material and Configuration Alternatives Analysis

Criteria and Weight		New Swing Tank			Dual Feed and Finished Blend Tank			Two New Tanks		
		Cast	Welded ST	D110/115	Cast	Welded ST	D110/115	Cast	Welded ST	D110/115
		SCORE (1-5)	SCORE (1-5)	SCORE (1-5)	SCORE (1-5)	SCORE (1-5)	SCORE (1-5)	SCORE (1-5)	SCORE (1-5)	SCORE (1-5)
Performance & Reliability	25%	2	3	2	1	2	1	4	5	4
Capital Cost	25%	4	5	4	3	4	3	2	3	1
Maintenance Cost	20%	5	4	5	4	3	4	3	1	3
Ease of Operation	20%	1	1	1	3	3	3	5	5	5
Flexibility for Future Expansion	10%	3	3	3	1	1	1	5	5	5
Normalized Scores		3	3.3	3	2.5	2.8	2.5	3.6	3.7	3.35
Rank		5	4	5	8	7	8	2	1	3

*****The scale ranges from 1 as the lowest score to 5 as the highest. "Rank" of 1st is highest, and rank of 8th is lowest

It was decided that for this evaluation D110 and D115 tanks would group into the same category, as there were not enough differences between the two to warrant separate consideration. Additionally, bolted steel tanks were excluded from the analysis based on owner and engineer preference and concern over their long-term reliability (prone to leakage).

5. RECOMMENDATIONS

We recommend the District construct **two new welded steel tanks** with the same capacities as the existing feed and finished blend tanks (0.15 MG and 0.5 MG, respectively). This was the highest scoring alternative from the previous section.

Two new tanks is the preferred configuration for the following reasons:

- The most long-term reliability providing true tank redundancy
- The easiest operations with the least number of new valves but most flexibility
- Aligns best with District goal to expand the EDR plant in the future

Welded steel is the preferred tank material for the following reasons:

- Relatively low capital expenditure
- Seamless integration into the existing system and operational protocols
- Shorter construction time, minimizing disruption to plant operations
- Corrosion protection can be implemented with an epoxy coating like the existing EDR plant tanks

Feed tank and finished blend tank sizes should remain consistent with the existing tank sizes for the following reasons:

- Simplifies the ability to maintain proper plant hydraulics, especially meeting NPSH requirements for the EDR feed pumps
- No additional storage volume is required in this location of the distribution system
- Meet the needs for the future EDR expansion

5.1 Implementation

5.1.1 Location of Tanks

Two potential locations for the new tanks (and future EDR plant expansion) were analyzed:

- Location 1: north of the EDR plant
- Location 2: west of the EDR plant

The minimum required water surface elevation is 4249 feet, or preferably higher, to ensure that the NPSHa exceeds the NPSHr for the feed pumps supplying the EDR plant. Achieving this elevation is important to maintain optimal pump performance and prevent cavitation. The surface comparison of both locations provides insight into the amount of site preparation needed to meet this requirement.

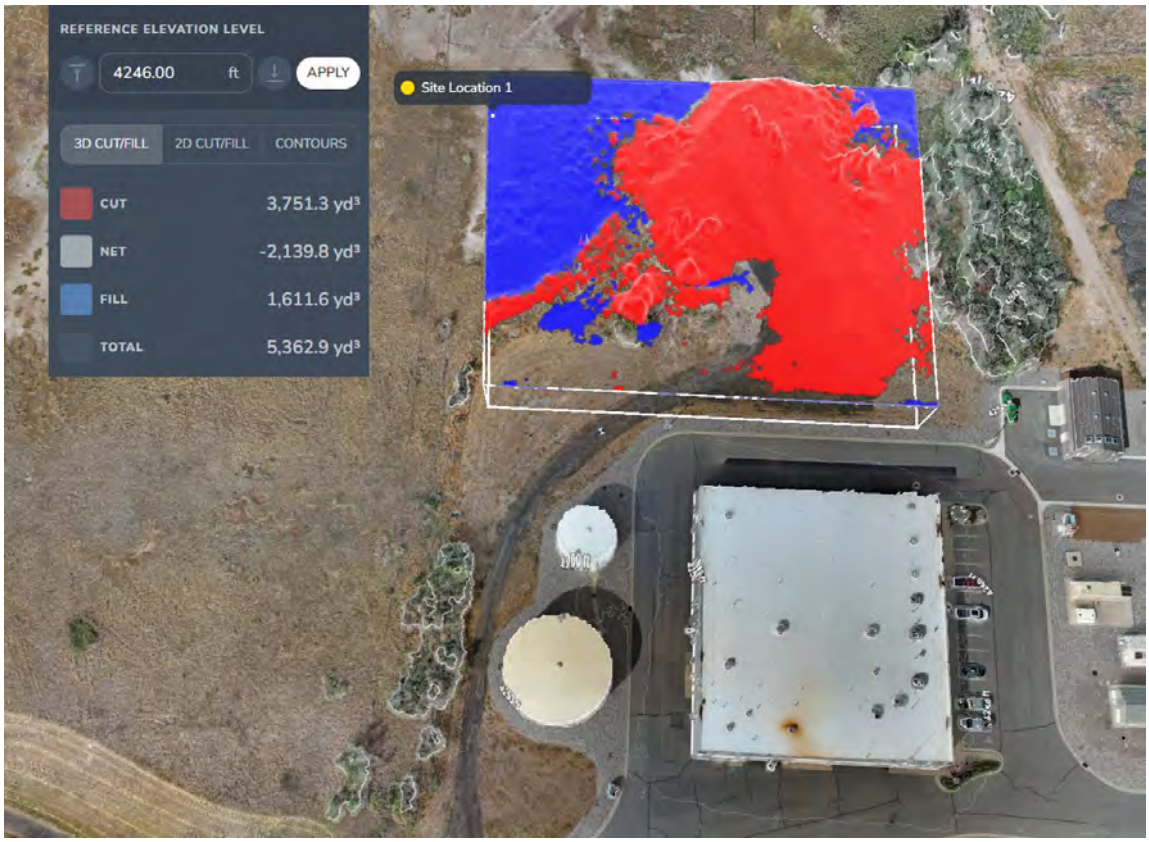


***Figure 7* - Location 1 Surface Elevation Analysis**

The surface elevation analysis for Location 1 indicates it is a favorable site for the new tanks and future plant expansion. The proposed "cut and fill" was estimated at an elevation of 4246 feet, matching the current height of the bottom of the existing tanks. The cut volume is calculated at 3,751 yd^3, while the fill is 1,611 yd^3, resulting in a net difference of -2,139 yd^3. This shows that if the soils are deemed suitable for the new tank foundations, Location 1 requires no additional fill material, which would be cost-favorable for the District.

The existing piping from the Barton wells to the EDR process and finished water system includes tees for potential expansion to the north. Location 1 does appear to be the assumed location for the future EDR expansion during the original plant design phase.

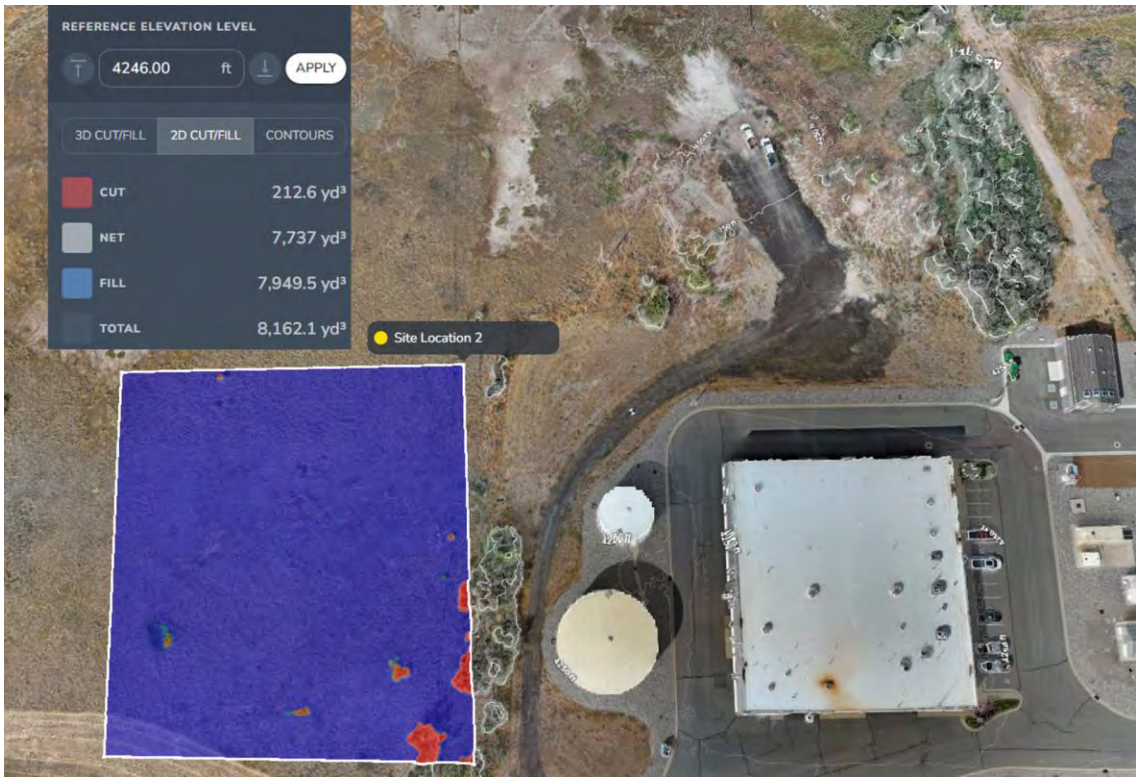


***Figure 8* - Location 2 Surface Elevation Analysis**

Location 2, situated west of the current facility, has a much lower elevation compared to the target elevation of 4246 feet, indicating that material will need to be brought in to reach the required height. The cut volume is 212 yd^3, while the fill volume is significantly higher at 7,949 yd^3, resulting in a net fill of 7,737 yd^3. This shows that considerably more material will be required for this site compared to Location 1. While not the entire area needs to be raised to this elevation, these estimates provide a clear indication of the scope of work involved in preparing Location 2 for construction.

5.1.2 Proposed Tank Location and Piping Layout

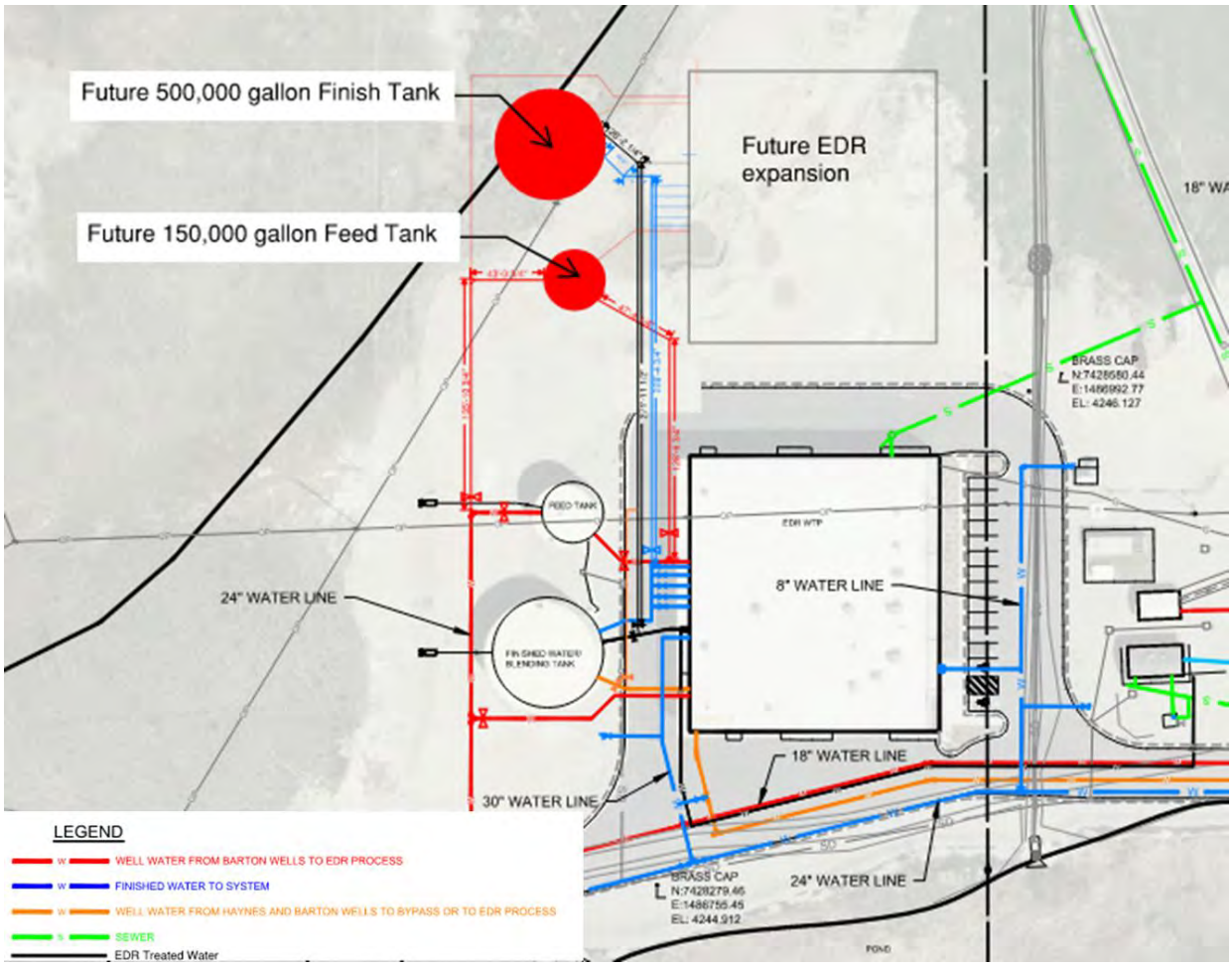


***Figure 9* – Conceptual Site Plan**

We recommend the new tanks and future EDR expansion be installed at Location 1, north of the existing EDR plant. This area, which has been carefully surveyed, provides an ideal location for expansion. The conceptual site plan is shown in the figure above. New site piping and associated valving will be required to commission the new tanks. Isolation valves will direct flow through the parallel feed and finished water tank system, allowing for simultaneous use or full isolation of tanks as required for both operation and maintenance.

The feed and finished blend tanks will be equipped with advanced flow monitoring systems, allowing operators to track water levels and flow rates in real-time. This data will be used for managing water storage and ensuring optimal operations. Water from the EDR system and raw groundwater will be hydraulically mixed in both finished blend tanks and will maintain consistent water quality throughout the storage system.

5.1.3 Cost Estimate

The estimated cost for the construction of 0.15 MG and 0.5 MG welded steel tanks built at Location 1 is shown in Table 10.

***Table 10* – Preliminary Cost Estimate**

Description	Cost
Tank Type	Welded Steel
500k Gal Cost	$560,000
150k Gal Cost	$330,000
Yard Piping & Valves	$350,000
Civil/Geotech	$300,000
Subtotal	$1,540,000
Contingencies and Construction Estimates	$1,100,000
Estimated Total Project Costs	$2,700,000
Installed Cost	**$4,000,000**

This cost opinion represents a Class 5 Estimate based upon the definitions of the Association for Advancement of Cost Engineering (AACE) International. This level of cost opinion is appropriate for conceptual development and screening-level evaluations made with incomplete information. The cost opinion at this level of engineering is considered to have an accuracy range of +75/-50 percent.

5.2 Proposed Schedule

The design and construction schedule could proceed as follows based on District preference for commencement of the work:

- Start Design.....November 14, 2024
- Design Complete.....June 14, 2025
- Contractor Selected.....August 14, 2025
- Begin Field Construction.....September 2025
- Construction Complete.....November 2026

APPENDIX A

Detailed Alternatives Analysis

Criteria	Comments	New Swing Tank			Dual Feed and Finished Blend Tank			Two New Tanks		
		Cast	Welded ST	D110/115	Cast	Welded ST	D110/115	Cast	Welded ST	D110/115
		SCORE (1-5)	SCORE (1-5)	SCORE (1-5)	SCORE (1-5)	SCORE (1-5)	SCORE (1-5)	SCORE (1-5)	SCORE (1-5)	SCORE (1-5)
Performance & Reliability	New Swing Tank: Limitations in operational stability. The Utah DDW would require extensive cleaning of the tanks when switched from feed to finished. This complicates the operational ease and decreases the performance and reliability. Dual Feed and Finished Blend Tank: This option would potentially be the hardest to permit with Utah DDW. The partition separating the raw from finished blend would require an air gap. We would either need to pursue variance from this requirement or installed a dual wall with air space and potentially operator access between the two walls. Two New Tanks: These configurations are considered highly reliable, due to their material strength, resistance to wear, and operational efficiency over time. Cast/WST/D110/115: For each configuration, welded steel scored the highest to show a slight comparative advantage to concrete that has the potential to crack. While steel does required coating, it is a very resilient material for this application.	2	3	2	1	2	1	4	5	4
Capital Cost	New Swing Tank: cost-effective in terms of upfront installation and materials. Dual Feed and Finished Blend Tank: reasonable cost-benefit for these materials, but still more expensive than the Swing Tank. Two New Tanks: balance between initial cost and value. The addition of another tank compared to the single tank options increases the CAPEX making the score lower for the two tank configuration. Cast/WST/D110/115: the concrete options are generally more expensive than welded steel due in large part to labor costs.	4	5	4	3	4	3	2	3	1
Maintenance Cost	New Swing Tank: least maintenance cost with tank cleaning as the largest expense for labor. Dual Feed and Finished Blend Tank: the partition wall may pose more maintenance long-term than the swing tank option. Two New Tanks: two tanks requires more maintenance in general than any single tank would. Cast/WST/D110/115: steel requires recoating every 15 years while concrete will not.	5	4	5	4	3	4	3	1	3
Ease of Operation	New Swing Tank: it is hardest to operate, more complex operations of switching from feed to finished tank. Dual Feed and Finished Blend Tank: configuring for use less complex than the swing tank but the valving and procedure more complex than new two tanks would be. Two New Tanks: best accessibility or simplest maintenance procedures. Least number of new valves.	1	1	1	3	3	3	5	5	5
Flexibility for Future Expansion	New Swing Tank: could convert to single mode of operation and build a new tank in the future to mirror existing plant for expansion. Dual Feed and Finished Blend Tank: most complex to accommodate for future demand for doubling plant capacity. Two New Tanks: best prepares the District for future plant expansion.	3	3	3	1	1	1	5	5	5
Normalized Scores		3	3.3	3	2.5	2.8	2.5	3.6	3.7	3.35
Rank		5	4	5	8	7	8	2	1	3