

WASATCH PEAKS RANCH UTILITY DISTRICT

36 S. State Street
Suite 500
Salt Lake City, UT 84111

NOTICE OF SPECIAL MEETING AND AGENDA

DATE: Tuesday, February 27, 2024

TIME: 5:15 p.m.

LOCATION: 36 S. State Street
Suite 500
Salt Lake City, UT 84111

You can also attend the meeting in the following ways:

- 1. Online Microsoft Teams Meeting via link below:

ACCESS:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODQ0M2RjYWMTzjcxOS00Nzk1LWE4YWItZjNINDVIYjk0ZWl0%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%225b9f6fa2-e9dd-42cc-bfd8-f7dd2ed196a6%22%7d

- 2. To join via telephone, dial 720-547-5281 and enter the following information:
Conference ID: 718 481 466#

BOARD OF TRUSTEES

Gary Derck
Vance Bostock
Ed Schultz

PUBLIC NOTICE is hereby given that the Board of Trustees (the “Board”), of WPR Utility District (the “District”), will hold a meeting of the Board on Tuesday, February 27, 2024, commencing at 5:15 p.m., at 36 South State Street, Suite 500, Salt Lake City, Utah, 84111 and via Microsoft Teams, at which time the Board shall proceed according to the following agenda:

“As the Chair of the Board of Trustees of the WPR Utility District, I hereby call this regular meeting of the Board to order at 5:15 P.M. on Tuesday, February 27, 2024, at 36 S State Street, Suite 500, Salt Lake City, UT 84111. In compliance with the requirements of Utah’s Open and Public Meetings Law: (i) notice of this meeting has been duly posted and published, and (ii) this meeting is being recorded and minutes of the meeting, in its entirety, are being kept.”

I. ADMINISTRATIVE MATTERS

- A. Call to order.
- B. Public comment.

Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

- C. Review and consider approval of minutes from October 31, 2023 special meeting and December 27, 2023 special meeting (enclosure).

II. FINANCIAL MATTERS

- A. Approve and/or ratify approval of payment of claims (enclosure).
- B. Review and consider acceptance of December 31, 2023 Unaudited Financial Statements (enclosure).
- C. Consider approval of a proposed amendment to the operating and capital budget for calendar year 2023 and set a public hearing to take public comment on the same.
- D. Consider approval of a 7% interest rate for Section 8 of the Funding and Reimbursement Agreement.

III. OPERATIONAL MATTERS

- A. Ratify approval of Residential Water and Sewer Service Specifications / Inspection Guidelines (enclosure).
- B. Review and consider approval of Cross Connection Control Policy (enclosure).
- C. Review and consider approval of Cross Connection Control Ordinance (enclosure).

IV. MANAGER’S MATTERS

- A. Discuss utilization of website.
- B. Review and consider approval of CliftonLarsonAllen LLP Master Services Agreement and related Statements of Work for 2024 (enclosure).

V. LEGAL MATTERS

- A. Approve and ratify the execution of the First Amendment to Easement Agreement between Wasatch Peaks Ranch, LLC and WPRUD (enclosure).

- B. Approve and ratify the execution of the Easement Agreement between Wasatch Peaks Ranch North Village Condominium Owners Association, INC and WPRUD (enclosure).

VI. TRUSTEES' MATTERS

VII. OTHER BUSINESS

VIII. ADJOURNMENT

[This notice to be posted at the District office, published on the Utah Public Notice Website at least seven days prior to the meeting.]

Mitchell Lee

District Clerk

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE WASATCH PEAKS RANCH UTILITY DISTRICT (THE “DISTRICT”) HELD OCTOBER 31, 2023

A regular meeting of the Board of Trustees of the Wasatch Peaks Ranch Utility District (referred to hereafter as the “Board”) was convened on Tuesday, October 31, 2023, at 5:30 p.m., at 36 S. State Street, Suite 500, Salt Lake City, Utah 84111. This District Board meeting was also held via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Trustees In Attendance Were:

Vance Bostock, Chair (via Microsoft Teams)
Ed Schultz, Vice Chair
Gary Derck, Secretary (via Microsoft Teams)

Also, In Attendance Were:

Shelby Clymer, CliftonLarsonAllen LLP (“CLA”) (via Microsoft Teams)
Mitchell Lee, District Clerk (via Microsoft Teams)
Evan Tufts, District Treasurer
D. Brent Rose, Clyde Snow & Sessions, P.C.
Nate Bell, WPR Development Company

ADMINISTRATIVE MATTERS

Call to Order and Agenda: The meeting was called to order at 5:30 p.m. by Trustee Bostock, who recited the following:

“As the Chair of the Board of Trustees of the WPR Road and Fire District, I hereby call this regular meeting of the Board to order at 5:30 P.M. on October 31, 2023, at 36 S State Street, Suite 500, Salt Lake City, UT 84111. In compliance with the requirements of Utah’s Open and Public Meetings Law: (i) notice of this meeting has been duly posted and published, and (ii) this meeting is being recorded and minutes of the meeting, in its entirety, are being kept.”

Quorum, Location of Meeting, and Posting of Meeting Notice: The Board confirmed a quorum, the location of the meeting and the posting of the meeting notice.

The Board entered into a discussion regarding the location of the District’s Board meeting. It was determined to conduct the meeting at the above-stated date, time and location, which is within 20 miles of the District. It was further noted that notice of the time, date and location was duly posted and that no objections to the location or any requests that the meeting place be changed by taxing electors within the District’s boundaries have been received. This

RECORD OF PROCEEDINGS

meeting was conducted via Microsoft Teams and encouraged public participation via Microsoft Teams. The Board further noted that notice providing the time, date and video link information was duly posted and that no objections, or any requests that the means of hosting the meeting be changed by taxpaying electors within the District’s boundaries.

Public Comment: The Chair noted that there was no one from the public in attendance or participating electronically.

Minutes from August 22, 2023 Regular Meeting, August 22, 2023 Truth in Taxation Meeting and August 31, 2023 Special Meeting: Following discussion, Trustee Derck made a motion to approve the Minutes from August 22, 2023 Regular Meeting, August 22, 2023 Truth in Taxation Meeting and August 31, 2023 Special Meeting. Trustee Schultz seconded the motion. The motion passed unanimously.

Claims in the amount of \$15,908.32: Ms. Clymer reviewed the claims with the Board. Following review and discussion, Trustee Schultz made a motion to approve and ratify the claims in the amount of \$15,908.32, as presented. Trustee Schultz seconded the motion. The motion passed unanimously.

Residential Sewer and Water Inspections: The Board discussed residential sewer and water inspections, noting that MGSID handles the sewer inspections.

Will-Serve Letters and Addressed Entities: This item was previously resolved.

Utilization of Website: This item was deferred.

FINANCIAL MATTERS

OPERATIONAL MATTERS

MANAGER MATTERS

LEGAL MATTERS

TRUSTEE MATTERS

OTHER BUSINESS

None.

None.

None.

RECORD OF PROCEEDINGS

ADJOURNMENT

There being no further business to come before the Board at this time, Trustee Schultz motioned to adjourn the meeting at 5:38. Trustee Derck seconded the motion. The motion passed unanimously.

Respectfully submitted,

By _____
District Chair

Attest:

District Clerk

DRAFT

**MINUTES OF THE WASATCH PEAKS UTILITY
DISTRICT BOARD MEETING**

The Meeting of the Board of Trustees of the Wasatch Peaks Ranch Utility District was held on December 27, 2023 at 1:00 P.M. at the district office located at 36 South State Street, Suite 500, Salt Lake City 84111.

This meeting was conducted electronically in accordance with the Utah Open Public Meetings Act (Utah Code Ann. (1953) §§ 52-4-1 et seq.) and Chapter 7.12 of the Administrative Policy and Procedures Manual (“Electronic Meetings”).

Trustees Present

Gary Derck
Ed Schultz

Secretary
Vice Chair

Staff Members Present

Mitchell Lee
Evan Tufts
Nate Bell

District Clerk
District Treasurer
Director of Roads & Utilities

Guests:

Jenny Robinson
Brent Rose

WPR
Clyde-Snow

A copy of the exhibits referred to in these minutes is attached and incorporated by this reference. The exhibits are also included in the official minute books maintained by Wasatch Peaks Ranch Utility District.

CALL TO ORDER

At 1:11 Gary Derck asked the District Clerk, Mitchell Lee to call the meeting to order and recognize all those present.

Conflicts of Interest

There were none.

OUR COMMUNITY

Public Comments

Mitchell Lee opened the public hearing and invited public comments. There were none. Mitchell Lee closed the public hearing

**Item 1 Easement Agreements
between WPR HOA & WPR UD
+ WPR & WPR UD**

Mitchell Lee asked Brent Rose to provide detail on the purpose of the Easement Agreements. Gary Derck made a motion to approve the meeting minutes as previously stated. Following a second from Ed Schultz.

Derck – Aye Schultz– Aye

**Item 2 Discuss and Execute
Infrastructure Acquisition
Resolution 2023-05**

Mitchell Lee asked the Board to consider the approval and execution of Infrastructure Acquisition Resolution 2023-05. After a discussion regarding the approval of the referenced agreement, Gary Derck made a motion to approve Resolution 2023-05 as noted. Following a second from Ed Schultz.

Schultz– aye Derck – aye

Discussion

Infrastructure Tanks 1-4, Pump Stations 1-3, Well A, Well A2, Transmission Mains 1-3, Water/Sewer Distribution Lines (Phase 1).

<u>BOARD MEMBERS INPUT, REPORTS, FOLLOW-UP ITEMS OR QUESTIONS</u>	There were none.
<u>ADJOURNED</u>	Inasmuch as all agenda items have been satisfied, Gary Derck made a motion to adjourn the meeting. Following

	a second from Ed Schultz, the motion passed as follows and the meeting adjourned at 1:20 P.M.
	Schultz – aye Derck - Aye

IN-PERSON BOARD MEETING COMMENTS:

There were none.

DRAFT

Wasatch Peaks Ranch Utility District
Interim Claims
October 24, 2023 - February 21, 2024

Process Date	Vendor	Payment Method	Amount
11/13/2023	Rocky Mountain Power	Other	\$ 14,364.13
11/16/2023	Morgan County Clerk/Auditor	BILL Check	332.00
11/16/2023	Rocky Mountain Power	Other	17,646.82
11/16/2023	Standard Examiner Daily Herald	Vendor Direct Virtual Card	830.00
12/20/2023	CliftonLarsonAllen LLP	BILL EFT	678.30
12/20/2023	CliftonLarsonAllen LLP	BILL EFT	840.79
12/20/2023	CliftonLarsonAllen LLP	BILL EFT	4,087.91
12/20/2023	CliftonLarsonAllen LLP	BILL EFT	5,090.40
12/20/2023	Clyde Snow & Sessions	BILL Check	6,275.00
12/20/2023	Core & Main	BILL EFT	26,774.20
12/20/2023	Hydro Specialties Company	BILL Check	2,199.86
12/20/2023	Streamline	BILL Check	50.00
12/26/2023	Blue Line Technologies, Inc.	BILL EFT	377.83
12/26/2023	CliftonLarsonAllen LLP	BILL EFT	555.57
12/26/2023	Clyde Snow & Sessions	BILL Check	5,762.50
12/26/2023	Core & Main	BILL EFT	3,681.40
12/26/2023	Rocky Mountain Power	BILL Check	18,786.22
12/26/2023	Streamline	BILL Check	100.00
1/3/2024	Weber Basin Water Conservancy District	BILL Check	1,138,877.00
1/8/2024	CliftonLarsonAllen LLP	BILL EFT	436.92
1/8/2024	CliftonLarsonAllen LLP	BILL EFT	2,032.13
1/8/2024	Clyde Snow & Sessions	BILL Check	14,480.00
1/8/2024	Hydro Specialties Company	BILL Check	460.49
1/8/2024	Rocky Mountain Power	BILL Check	18,786.22
1/8/2024	Streamline	BILL Check	50.00
1/25/2024	All West Communications	Vendor Direct Virtual Card	359.52
1/25/2024	Aqua Engineering	BILL Check	3,780.00
1/25/2024	SKM Engineering, LLC	BILL Check	4,771.53
			\$ 1,292,466.74

WASATCH PEAKS RANCH UTILITY DISTRICT

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December 31, 2023
Financial Highlights
As of January 16, 2024

Listed below are some noteworthy items as they relate to the December 31, 2023 Financial Statements of the District:

- Through December 31, 2023, the District collected \$108,992 in tax revenue compared to the budget of \$141,632. At this time, we expect the full amount will be collected by the District before fiscal year-end.
- The District has recognized water service fees of \$167,117 primarily for snowmaking but also includes other commercial usage for the golf course and Oaks Lodge. Additional revenue is expected for Q1 and Q2 2024 for continued snowmaking and irrigation for the golf course. Construction water usage fees and water connection fees may be recognized in the spring.
- Total expenditures through December, excluding contributed infrastructure, total \$1,304,146 compared to an annual budget of \$2,738,307. The primary variances are as follows:
 - The Weber Basin contract amount for 2024 came in at \$1,138,877 compared to the budget of \$1,163,820. The budget assumed a 5% increase from the prior year amount of \$1,108,400. The actual increase was 2.75%.
 - Repairs and maintenance – wells costs total \$36,995 compared to an annual budget of \$5,000.
 - Meter box costs (connection costs) were budgeted at \$261,457. These costs are anticipated closer to fiscal year-end.
 - No costs have been incurred yet for Contract operator, Construction inspector, Equipment rental/purchase, or Emergency repair contractor. These expenditures are expected to be incurred in the second half of the current fiscal year.
 - Utilities, which represents costs incurred with Rocky Mountain Power, total \$69,583 through December. Similar to water service fee revenues, costs are anticipated to increase through year-end with additional snowmaking and irrigation.
 - Legal fees stand at \$26,717.50 which is \$6,717.50 higher than the annual budget. Costs incurred include time spent on infrastructure acquisition and matters for the District related to the PID financing.
- The District has received Developer advances of \$1,167,085.78 through December of which the majority covered the annual payment to Weber Basin. Although reported as a revenue on the fund basis statements, this amount constitutes a long-term liability of the District and is eligible for reimbursement in the future with available revenues.
- The District recognized infrastructure costs of \$57,262,877 in December. These are contributed to the District and financed by the WPR Public Infrastructure District. Although reported as an expenditures on the fund basis statements, this amount constitutes a capital asset of the District.

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**Wasatch Peaks Ranch Utility District
Balance Sheet - Governmental Funds
December 31, 2023**

	<u>General</u>	<u>Total</u>
Assets		
Checking Account	\$ 167,105.62	\$ 167,105.62
Accounts Receivable	76,801.92	76,801.92
Receivable from County Treasurer	25,564.10	25,564.10
Total Assets	<u>\$ 269,471.64</u>	<u>\$ 269,471.64</u>
Liabilities		
Accounts Payable	\$ 44,087.98	\$ 44,087.98
Total Liabilities	<u>44,087.98</u>	<u>44,087.98</u>
Fund Balances	<u>225,383.66</u>	<u>225,383.66</u>
Liabilities and Fund Balances	<u>\$ 269,471.64</u>	<u>\$ 269,471.64</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

Wasatch Peaks Ranch Utility District
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending December 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 141,632.00	\$ 134,555.66	\$ 7,076.34
Contribution of infrastructure	-	57,262,877.00	(57,262,877.00)
Water service fees	941,570.00	167,116.92	774,453.08
Construction water usage fees	67,500.00	-	67,500.00
Water connection fees	355,000.00	-	355,000.00
Total Revenue	<u>1,505,702.00</u>	<u>57,564,549.58</u>	<u>(56,058,847.58)</u>
Expenditures			
Accounting	25,000.00	9,327.77	15,672.23
Dues and membership	1,000.00	-	1,000.00
Insurance	3,000.00	3,000.00	-
District management	22,000.00	8,146.95	13,853.05
Billing	10,878.00	-	10,878.00
Legal	20,000.00	26,717.50	(6,717.50)
Banking fees	400.00	117.24	282.76
Contract operator	35,000.00	-	35,000.00
Construction inspector	40,000.00	-	40,000.00
Training and safety	1,500.00	-	1,500.00
Tools	14,000.00	-	14,000.00
Equipment rental/purchase	32,500.00	-	32,500.00
Meter box costs (connection costs)	261,457.00	-	261,457.00
Construction water equipment	4,100.00	-	4,100.00
Emergency repair contractor	20,000.00	-	20,000.00
Operating supplies - system	20,000.00	2,660.35	17,339.65
Repairs and maintenance - wells	5,000.00	36,995.37	(31,995.37)
Repairs and maintenance - pump stations	5,000.00	-	5,000.00
Water sampling	5,000.00	-	5,000.00
Software and website	750.00	494.00	256.00
Professional services	4,000.00	1,494.00	2,506.00
Utilities	938,926.00	69,583.39	869,342.61
Weber Basin annual water contract	1,163,820.00	1,138,877.00	24,943.00
SCADA system	5,000.00	-	5,000.00
200 ERU standby	5,000.00	5,000.00	-
Engineering	20,000.00	3,569.96	16,430.04
Contingency	74,976.00	-	74,976.00
Recognition of contributed infrastructure	-	57,262,877.00	(57,262,877.00)
Total Expenditures	<u>2,738,307.00</u>	<u>58,568,860.53</u>	<u>(55,830,553.53)</u>
Other Financing Sources (Uses)			
Developer advance	1,194,058.00	1,167,085.78	26,972.22
Total Other Financing Sources (Uses)	<u>1,194,058.00</u>	<u>1,167,085.78</u>	<u>26,972.22</u>
Net Change in Fund Balances	(38,547.00)	162,774.83	(201,321.83)
Fund Balance - Beginning	63,152.00	62,608.83	543.17
Fund Balance - Ending	<u>\$ 24,605.00</u>	<u>\$ 225,383.66</u>	<u>\$ (200,778.66)</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.



Residential Water and Sewer Service
Specifications/ Inspection Guidelines
Effective 11-1-23

WATER SERVICE SPECIFICATIONS

PART 1: GENERAL

- 1.01 DESCRIPTION: This section covers construction of water services; including water service piping, curb stops, water meters and other related items, for single family and multi-family residences with services sizes 2 inches or less. Service lines over 2-inch size are considered as water mains and are specified under the applicable sections of the AWWA Specifications. Construction shall be in accordance with this Project Manual, the Uniform Plumbing Code, and AWWA Standard Specifications.
- 1.02 STANDARD DRAWINGS: The standard drawings applicable to this section are included in Appendix A of this Project Manual.

PART 2: PRODUCTS

- 2.01 WATER SERVICE PIPE: Pipe used in water service line construction shall be Class 200 polyethylene pressure pipe and shall conform to AWWA Specification C901 "Polyethylene (PE) Pressure Pipe, Tubing and Fittings 1/2 inch through 3 inch for Water" and ASTM PE 3406-3408. PE pipe to be pressure tubing meeting Table 6 requirements of said specification. Water service pipe shall be Purecore SDR9, Purecore SIDR 7, or WPRUD approved equal.
- 2.02 CURB STOPS: Curb stops shall be Ford B11-777 brass 2" curb stops with threaded NPT inlet and outlet, or WPRUD approved equal. Curb stops shall be a ball type valve with bronze plug, tee head key.
- 2.03 CURB BOXES: Curb boxes shall be B&T I5B-5664-2 valve box sized correctly for the required burry depth.
- 2.04 SERVICE VALVES AND FITTINGS: All service valves and fittings shall be rated for a minimum operating pressure of 250 pounds per square inch (250 psi). Service fittings shall be brass Ford compression or pack joint fittings. No barbed fittings, or 90 degree metal fittings or bends, will be allowed in the water service installation.
- 2.05 EXTERIOR WATER METER: The size of the exterior water meters shall be equal to or greater than the size of the service tap. All exterior meters shall be installed in an approved meter pit.

- 2.06 EXTERIOR WATER METER PIT: Water meter pits shall be 36 inch diameter PVC, sized to the correct burry depth with MIPT ball valves located at the inlet and outlet. Meter pit shall be Ford Pitsetter PMBB-788-95455-091 in Appendix A of this Project Manual. The meter pit shall be equipped with a Ford MC-36-P-T monitor cover **with 2” e read hole**, and Ford CCID-36-4-2 Insulating Disc See Appendix A. Meter Pits can be ordered through Ferguson Water Works Ogden Branch, 801-334-6120 or Core and Main Ogden Branch at 801-621-6668

PART 3: EXECUTION

3.01 GENERAL:

- A. The Contractor shall have all existing utilities located prior to construction. The Contractor is solely responsible for any damage to the existing facilities due to the failure to locate or provide proper protection when location is known.
- B. The Contractor shall notify and obtain approval from WPRUD prior to construction. The Contractor shall coordinate the installation and required inspections by emailing WPRUD at inspection@wprutility.com, a minimum of 48 hours prior to beginning any work and shall indicate the Homesite Number as the subject.
- C. The Contractor shall restore all roadway surfaces to equal or better condition, as determined by WPRUD.

3.02 SITE PREPARATION, PAVING AND SURFACING

- A. All site preparation, paving, patching, and surfacing shall conform to the specifications and requirements of the applicable sections in the Utah Public Works Standard Specifications for the work being performed.

3.03 TRENCH EXCAVATION AND BACKFILL:

- A. Trench excavation and backfill shall conform to Utah Public Works Standard Specifications along with the additional requirements of this Project Manual.

3.04 WATER SERVICE INSTALLATION:

A. General

- 1. The Contractor shall install the water service piping, fittings, and other components at the locations shown on the construction plans.
- 2. Install water service piping and component following the manufacturer’s specifications and instructions, the Uniform Plumbing Code, and the additional requirements of this Project Manual.

**WASATCH PEAKS UTILITY DISTRICT
RESIDENTIAL SERVICE SPECIFICATIONS**

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3. The Contractor shall provide all work and materials for the complete service line installation, including site preparation, paving, patching, trench excavation and backfill, meter pit, as applicable, and service line with fittings as required to make the connections.
 4. WPRUD shall install the water meter after the acceptance of Inspection Items 1-9, as outlined in Paragraph 4.02.B.
 5. All water services shall be equipped with a double check valve, backflow preventer and pressure reducing valve, installed within the structures mechanical room, after the branch for the fire suppression system.
 6. The water service shall not be used for any purpose until the installation has been approved by WPRUD, and has the required water meter installed, complete in place.
 7. The Contractor shall not operate, tamper with, or otherwise modify any existing water service without notification and approval by WPRUD.
 8. WPRUD shall be contacted to operate the water system components unless specific consent is granted by WPRUD.
 9. Any Contractor found to be tampering with or operating water system components without the consent of WPRUD may face expulsion from Wasatch Peaks Ranch Property, and/or up to a \$500 fee.
 10. The Contractor is responsible for all contractor furnished material and replacing all defective material or material damaged by handling. This includes the furnishing of all materials and labor required to replace installed material discovered damaged or defective before final acceptance of the work, or during the guarantee period.
 11. Store, handle and install all material safely and to prevent damage. Keep pipe interior and other accessories free from dirt and foreign matter at all times. The Contractor shall inspect the pipe, fittings, and other components for defects or damage prior to installation.
- B. Dewatering of Trench:
1. Remove all water in the trench during pipe laying and maintain a dry trench until the pipe ends are sealed. Do not permit the pipe to float. Do not allow any trench water to enter the pipe at any time.
- C. Laying of Pipe:

Please send all questions and inspections requests to inspection@wprutility.com.

Use the Homesite Number as the subject

1. Lay pipe at uniform grades with fittings and valves at the required locations.
2. Use a single length of pipe between the curb stop and water meter pit as well as between the water meter pit to the interior of the structure. Exceptions to splicing water service piping will be approved on a case-by-case basis by WPRUD. Consideration for exceptions will be based solely on the required length of the water service and the continuous lengths of the service pipe available by the manufacturer. An additional curb valve and curb box shall be installed at the location of the splice unless an exception is granted by WPRUD, in which case, a compression or pack joint fitting shall be installed to couple the pipes.
3. Maintain a minimum of 6' of cover at elevations below 7,000' and 7' of cover over 7,000' with a maximum 10 feet of cover at all elevations, measured as noted in the Standard Drawings in Appendix A of this Project Manual.
4. Place TYPE 1 Pipe Bedding material a minimum of 6 inches under the pipe, around the pipe, and above the pipe. Place in maximum lifts of 6 inches, using hand operated or other compaction methods without damaging the pipe.
5. Install detectible warning tape atop water service pipe. Detectible warning tape for water services shall be 3 inches in width, colored blue, labeled "WATER" and installed 24 inches above the pipe.
6. Install blue #12 THHN insulated tracer wire atop water service pipe. Tracer wire shall be installed from the water main to the interior of the structure. Tracer wire shall be exposed at the curb box location and at an accessible location inside the structure. Tracer wire shall be installed directly on top of the water service piping and secured as necessary to remain in place during bedding and backfilling of the pipe trench.
7. Install 2-inch-thick high density foam insulation board above water service piping and maintain minimum cover in all traffic areas and culvert crossings. Traffic areas include, but are not limited to, roads, driveways, sidewalks, patios, trails, and ski runs. The Contractor shall make every effort to maintain the minimum cover, including through rock excavation. Insulating the water service line in lieu of maintaining minimum cover in non-traffic areas will be approved on a case-by-case basis by WPRUD. Consideration of the use of insulation will be based on site specific conditions in which the minimum cover cannot be maintained. Where insulation is deemed necessary in non-traffic areas, the Contractor shall make every effort to provide the minimum earth cover over the pipe, and in no case shall any insulated service line have less than 5 feet of earth cover from finished grade, except in traffic areas where the insulated

service line must maintain a minimum cover. Pipe insulation shall be Dow Styrofoam TG, or WPRUD approved equal.

E. Exterior Water Meter Pits:

1. Water meter pits shall be located on the homeowner's property and installed between the curb box and the structure. Meter pits shall be installed within 15 feet from the curb box. Meter pit to be installed outside of paved areas. Alternate meter pit locations may be considered on a case-by-case basis by WPRUD. Consideration of alternate locations will be based on site specific conditions. Alternative meter pit locations that inhibit the ability to monitor and service the meter will not be approved.
2. The water meter pit shall be 36 inches in diameter and approximately the same height as the adjoining curb box.
3. Place a minimum of 6 inches of washed rock below the meter pit and TYPE 1 or SELECT TYPE 1 bedding a minimum of 6 inches around the water meter pit. Use topsoil from the top of the meter pit to the top of the meter pit lid, ensuring that the lid of the meter pit is exposed and accessible.

F. Exterior Water Meters:

1. Water meters installed exterior to the structure shall be installed in water meter pits.

3.04 TEMPORARY INSTALLATIONS AND CONSTRUCTION WATER:

- A. Any temporary or construction water sources must be pre-approved by the WPRUD.
- B. Any Contractor found to be tampering with or operating water system components without the consent of WPRUD may face expulsion from the Wasatch Peaks Ranch, and/or up to a \$500 fee.

PART 4: INSPECTIONS, FEES AND APPROVAL

4.01 GENERAL:

- A. All new water service installations and connections shall be inspected and approved by WPRUD.
- B. The Contractor is responsible for coordinating all necessary inspections and providing access to the installations requiring inspection. The Contractor shall provide WPRUD with a minimum 48-hour notice for required inspections by emailing inspection@wprutility.com and shall indicate the Homesite Number as the subject.

Please send all questions and inspections requests to inspection@wprutility.com .
Use the Homesite Number as the subject

- C. All equipment, labor, and materials required to complete the water service installation and inspection shall be provided by the Contractor, except for furnishing the water meter, which shall be provided by WPRUD.
- D. WPRUD does not assume any liability or responsibility from the inspection and approval of the water service installation.
- E. Water service installation shall not be put into use until final approval is granted by WPRUD.

4.02 INSPECTIONS:

- 1. Coordination shall be made with WPRUD to make inspections prior to bedding and/or backfilling the installation.
- 2. All deficiencies noted during the inspection shall be corrected by the Contractor. The Contractor is solely responsible for all equipment, labor and materials required to correct any deficiencies noted during the inspection, or during the warrantee period.
- 3. Deficiencies include, but are limited to, non-approved water service components or materials, damaged or incorrectly installed components, lack of required components and materials, inadequate bedding and compaction of excavations, damages occurring from backfilling the installation, unapproved changes to the locations of the water service components, and any leaks observed.
- 4. Water service installations requiring more than 1 re-inspection, due to deficient work, shall be subject to an hourly charge by WPRUD for the inspector's time at a rate of \$150 per hour, with a minimum 1 hour charge for each occurrence.

B. Inspection Items (as applicable to the specific installation):

- 1. Curb stop valve, and curb box
- 2. Water service piping
- 3. Locate wire
- 4. Bedding of pipe
- 5. Insulation of pipe

6. Roadway resurfacing and restoration of impacted areas outside the property owners boundary
7. Exterior water meter pit
8. Water meter
9. Operation of water meter

4.03 APPROVAL:

A. General:

1. No water service shall be put into operation until approval is granted by the WPRUD.

B. Approval Requirements:

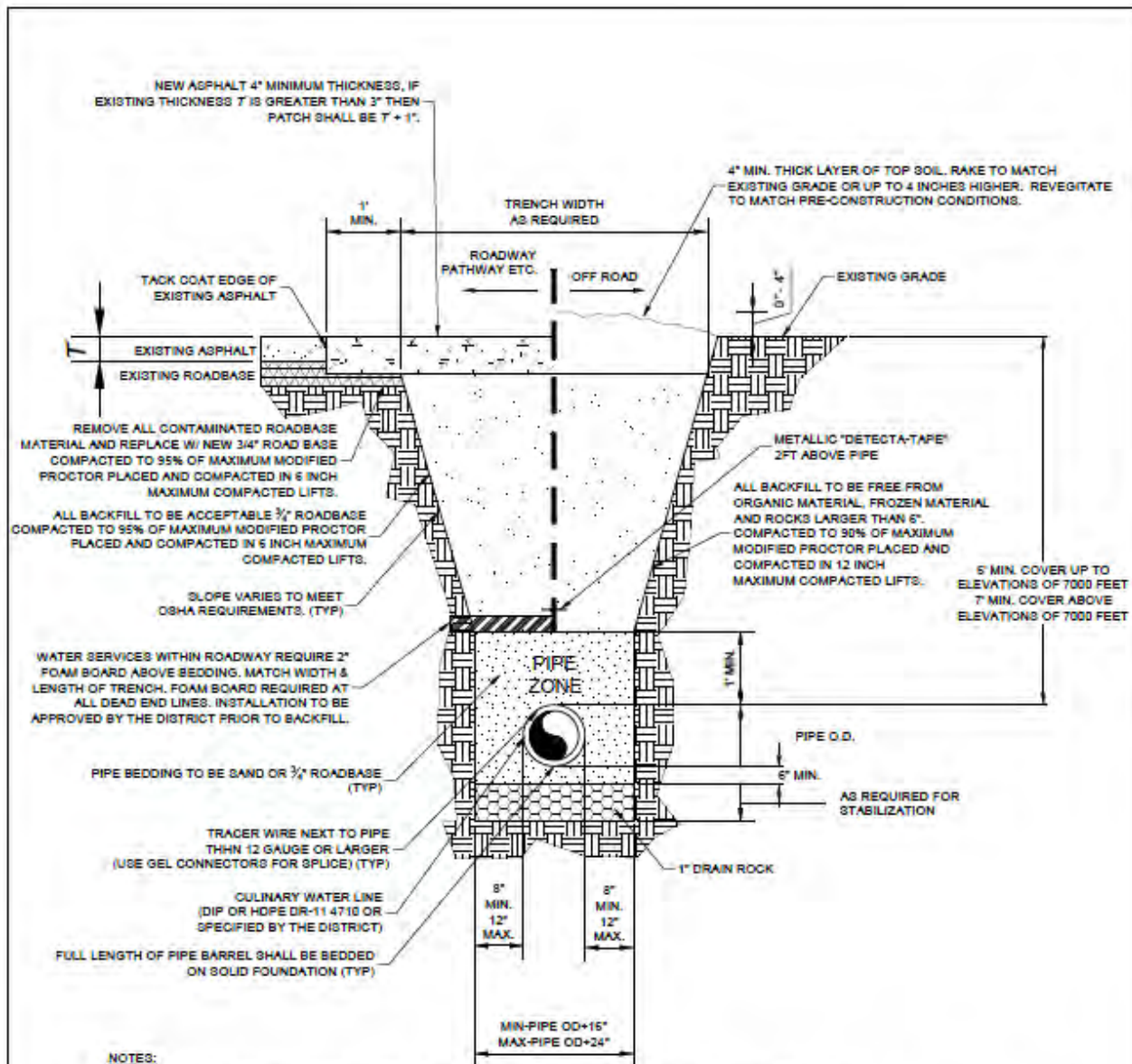
1. The water service installation must satisfy all required inspections with no deficiencies prior to approval.
2. All Contractor fees must be paid prior to approval.
3. The Contractor shall provide WPRUD with an as-built drawing of the water service installation prior to approval.

C. As-Built Drawing Requirements:

1. Homesite Number in which the water service installation is being constructed.
2. Name of Contractor that performed the water service installation.
3. Scale and north arrow.
4. Location of structures.
5. Location and sizes of water main tap, water service piping, fittings, curb box and water meter. Locations of other buried utilities including sewer lines, phone, and power.

APPENDIX A

WATER SERVICE DETAILS



NOTES:

PAVEMENT SECTION FOR NEWLY CONSTRUCTED ROADS SHALL BE PER APPROVED ROADWAY CONSTRUCTION PLANS.

DENSITY TEST REQUIREMENTS: ONE TEST PER 150 LINEAR FEET OF TRENCH WITH A MINIMUM OF TWO TESTS PER ROAD CROSSING. TEST RESULTS MUST BE SUBMITTED TO MORGAN COUNTY ENGINEERS OFFICE WITHIN 24 HOURS, AND IN NO CASE MAY THE TRENCH BE PAVED PRIOR TO APPROVAL FROM A MORGAN COUNTY BUILDING INSPECTOR.


TRACER WIRE IS TO BE RAN INTO THE METER BOX OF EACH SERVICE LATERAL AND SHALL BE RAN TO EACH FIRE HYDRANT.

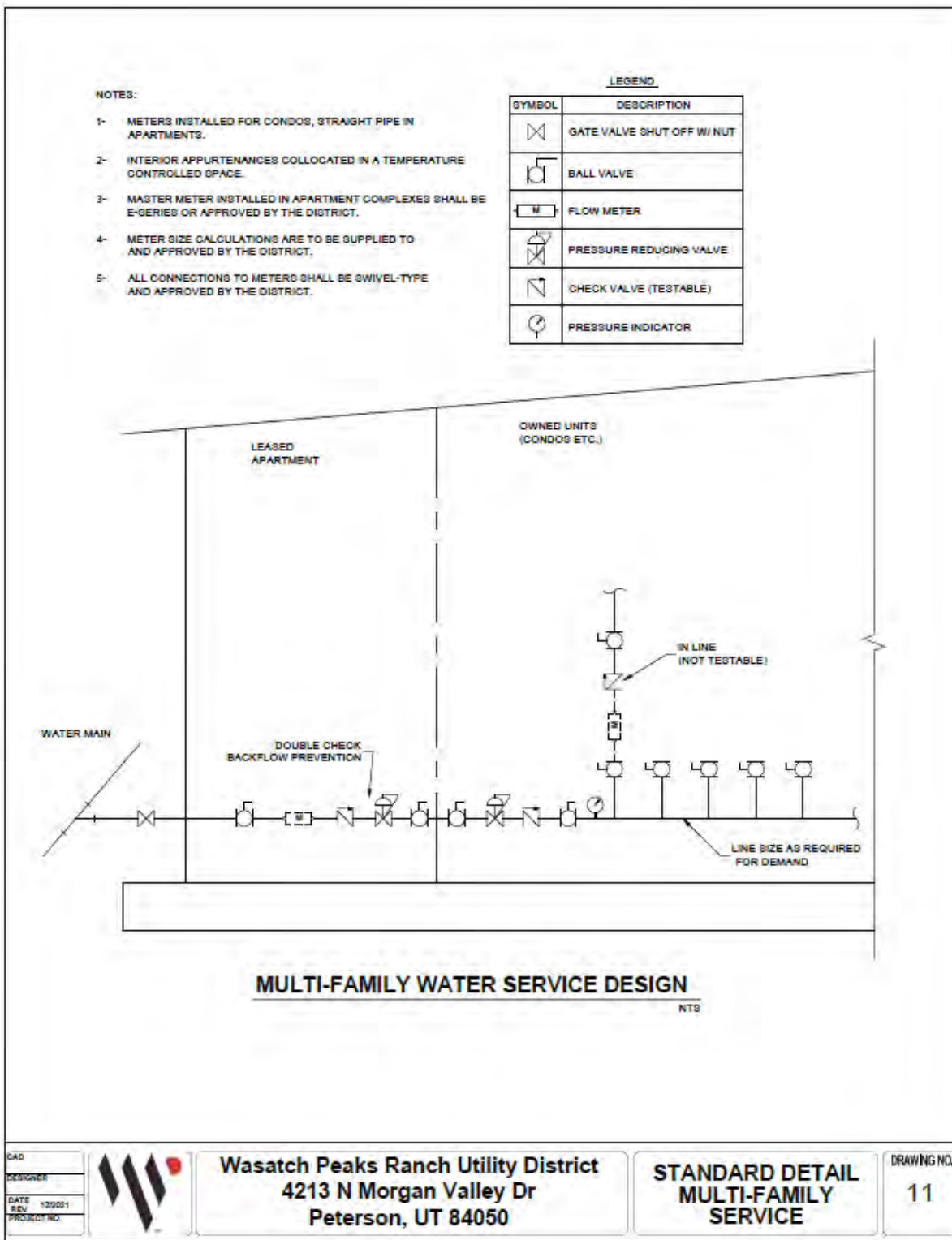
OPEN ENDS OF PIPE SHALL BE COVERED DURING THE INSTALLATION PROCESS

THE DISTRICT, AT ITS SOLE DISCRETION, MAY REQUIRE BURY DEPTHS OTHER THAN WHAT IS IDENTIFIED ABOVE. BURY DEPTHS ARE A FUNCTION OF ELEVATION, LOCATION, WATER DEMAND, AND PROXIMITY TO OTHER UTILITIES.

TYPICAL CULINARY WATER MAIN/LATERAL TRENCH DETAIL

NTS

DAD DESIGNER DATE 12/2021 REV PROJECT NO.	 <p>Wasatch Peaks Ranch Utility District 4213 N Morgan Valley Dr Peterson, UT 84050</p>	<p>STANDARD DETAIL TRENCH IN ROADWAY</p>	DRAWING NO. 1
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CAD
DESIGNER
DATE 12/20/21
REV
PROJECT NO.



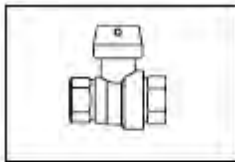
Wasatch Peaks Ranch Utility District
4213 N Morgan Valley Dr
Peterson, UT 84050

**STANDARD DETAIL
MULTI-FAMILY
SERVICE**

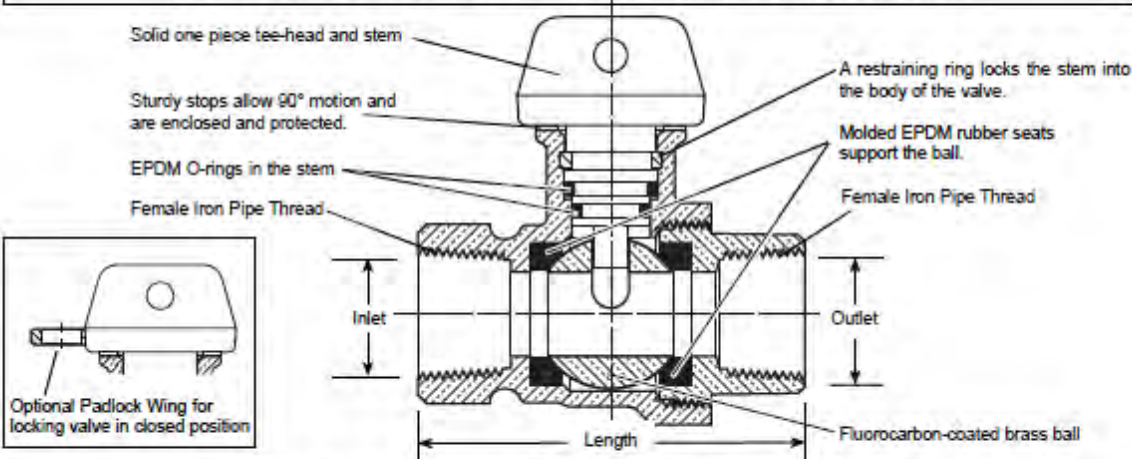
DRAWING NO.
11

SUBMITTAL INFORMATION

Ball Valve Curb Stop - (B11-xxx style)



FEMALE IRON PIPE THREAD INLET BY FEMALE IRON PIPE THREAD OUTLET



VALVE SIZE	INLET SIZE	OUTLET SIZE	LENGTH	APPROX. Wt. Lbs	PART NUMBER	✓ SUBMITTED ITEM(S)
3/4"	3/4"	3/4"	3-3/8"	1.9	▼ B11-333	
3/4"	1"	3/4"	3-9/16"	2.0	▼ B11-343	
3/4"	1"	1"	3-11/16"	2.1	▼ B11-344	
3/4"	1"	1"	4-1/2"	2.3	▼ BL11-344 -4.5	
1"	1"	1"	3-13/16"	2.5	▼ B11-444	
1"	1-1/4"	1"	4-3/16"	2.9	▼ B11-454	
1"	1-1/4"	1-1/4"	4-7/16"	3.1	▼ B11-455	
1-1/4"	1-1/4"	1-1/4"	4-1/4"	4.7	▼▼ B11-555	
1-1/4"	1-1/2"	1-1/2"	4-1/2"	5.3	▼▼ B11-568	
1-1/2"	1-1/2"	1-1/2"	4-3/4"	7.1	▼▼ B11-666	
1-1/2"	2"	1-1/2"	5"	6.4	▼▼ B11-676	
1-1/2"	2"	2"	5-1/4"	8.0	▼▼ B11-677	
2"	2"	2"	5-3/8"	8.4	▼▼ B11-777	✓
2"	2"	2-1/2"	5-3/4"	10.5	B11-778	
2"	2-1/2"	2-1/2"	6-1/8"	11.1	B11-788	



▼ UL Classified to ANSI/NSF Standard 61.
 ▼▼ Add "K" to end of catalog number for item to be UL classified to ANSI/NSF Standard 61.

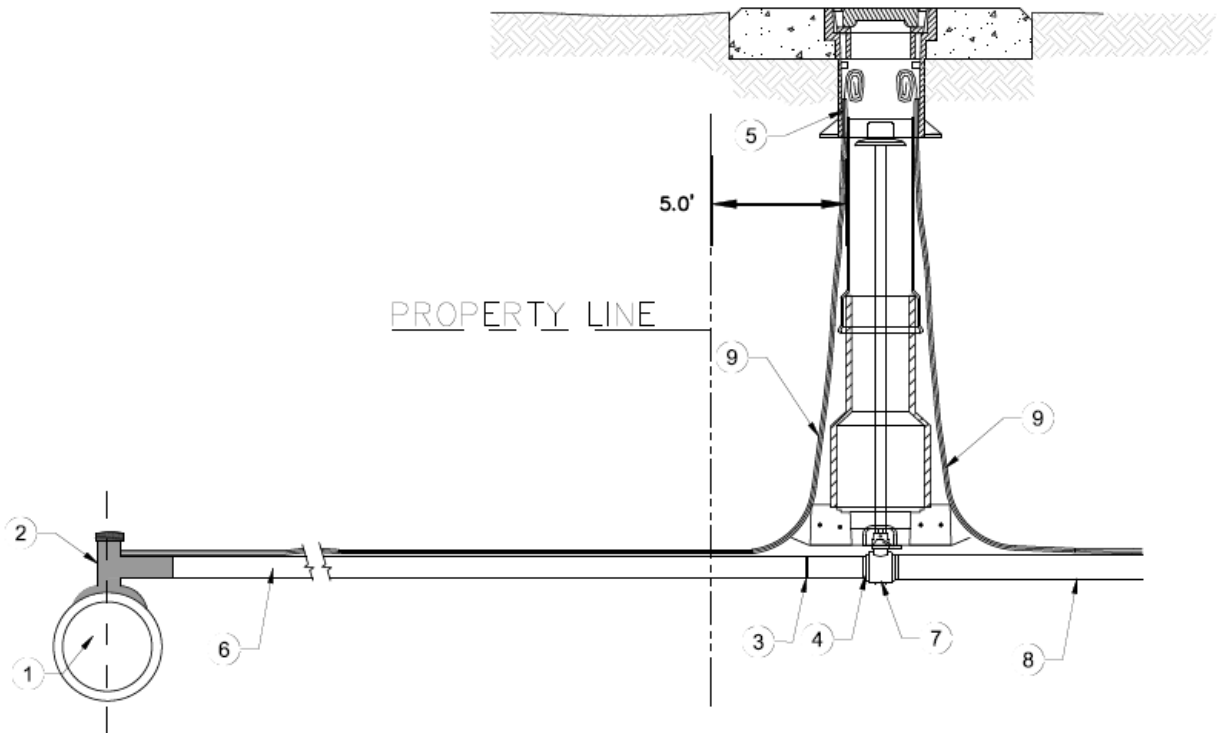
FEATURES

- All brass conforms to AWWA Standard C800 (ASTM B-62 and ASTM B-584, UNS NO C83600 - 85-5-5-5)
- Valve is non-directional and is watertight with flow in either direction.
- Ends are integral or secured with adhesive to prevent unintentional disassembly.
- Hole for attaching curb box rod or handle is provided in tee-head.
- 300 PSI working pressure.

Optional Padlock Wing for locking valve in closed position. Add "W" to part number.
 Optional full 360° tee-head rotation. Add "R" to part number.

The Ford Meter Box Company considers the information in this submittal form to be correct at the time of publication. Item and option availability, including specifications, are subject to change without notice. Please verify that your product information is current.

<p>The Ford Meter Box Company, Inc. P.O. Box 443, Wabash, Indiana U.S.A. 46992-0443 Phone: 260-563-3171 / Fax: 800-826-3487 Overseas Fax: 260-563-0167 http://www.fordmeterbox.com</p>	Submitted By:
	05/08/05



5 1/4" Cast Iron Valve Box - I5B

- Designed to cover the stuffing box only
- Locking lids available
- Lid marked GAS or WATER or special lettering
- Standard round lid weight 13 lbs
- Top sections can be used in combination boxes (pg 27)
- Square screw type top available 15" and 26" length



Screw Type

PART SERIES	EXTENSION RANGE - A	TOP SECTION & LID			BOTTOM SECTION			BELL HEIGHT F	TOTAL WEIGHT
		NO.	WT.	DIM. B	NO.	WT.	DIM. C		
I5B-18	18-24	54	35.0	10.5	61	23.0	14.5	6.5	58.0
I5B-20	27-36	55	42.0	15.5	62	33.5	24.0	6.5	73.5
I5B-21	39-48	55	42.0	15.5	64	46.0	36.0	8.5	88.0
I5B-22	39-60	56	62.0	26.0	64	46.0	36.0	8.5	104.0

Longer Boxes made by adding Extensions to Size No. 22



Slide Type

PART SERIES	EXTENSION RANGE - A	TOP SECTION & LID			BOTTOM SECTION			BELL HEIGHT F	TOTAL WEIGHT
		NO.	WT.	DIM. B	NO.	WT.	DIM. C		
I5B-5461-S	18-24	54-S	35.0	10.5	61-S	24.0	15.0	6.5	59.0
I5B-5561-S	23-29	55-S	42.0	15.5	61-S	24.0	15.0	6.5	65.1
I5B-5562-S	27-36	55-S	42.0	15.5	62-S	32.0	24.0	6.5	75.0
I5B-5564-S	39-48	55-S	42.0	15.5	64-S	46.0	36.0	8.5	88.0
I5B-5662-S	38-48	56-S	58.0	26.0	62-S	33.0	24.0	6.5	90.0
I5B-5664-S	39-60	56-S	58.0	26.0	64-S	46.0	36.0	8.5	103.0

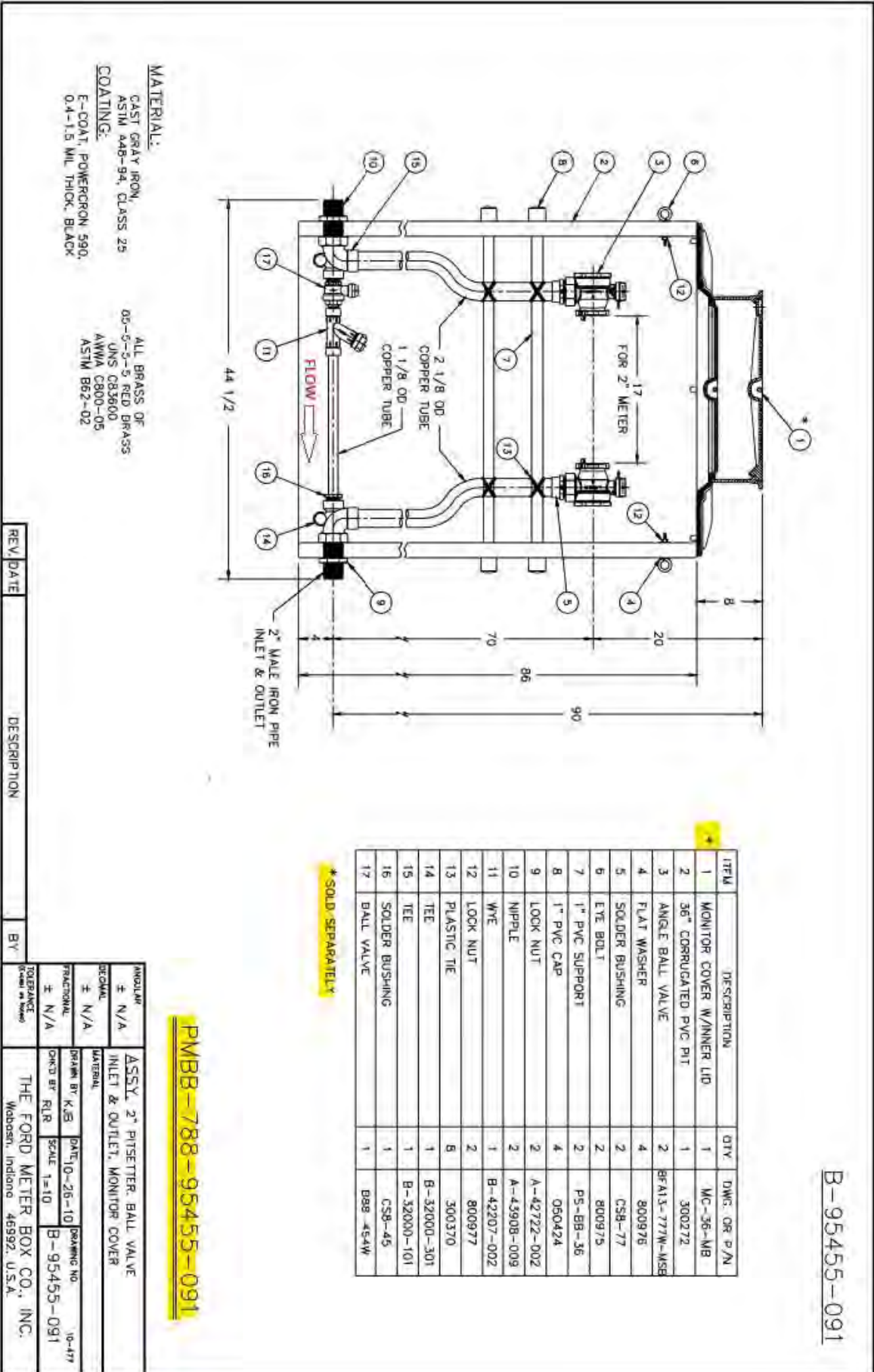
Longer Boxes made by adding Extensions to Size No. 5664-S

TO ORDER I5B - SPECIFY: Part Series, Rim Shape, Top Flange Style, Lid Lettering

Slide Type Top Section Flange Options



CAST PEAKS UTILITY DISTRICT RESIDENTIAL SERVICE SPECIFICATIONS



MATERIAL:
CAST GRAY IRON,
ASTM A48-94, CLASS 25

COATING:
E-COAT, POWERCON 590,
0.4-1.5 MIL THICK, BLACK

ALL BRASS OF
00-5-5-5 RED BRASS
UNS C83600
ANNA C800-05
ASTM B62-02

ITEM	DESCRIPTION	QTY	DWG. OR P/N
1	MONITOR COVER W/INNER LID	1	MC-36-MB
2	36" CORRUGATED PVC PIT	1	300272
3	ANGLE BALL VALVE	2	BF13-77W-MSB
4	FLAT WASHER	4	800975
5	SOLDER BUSHING	2	CSB-77
6	EYE BOLT	2	800975
7	1" PVC SUPPORT	2	P5-BB-36
8	1" PVC CAP	4	050424
9	LOCK NUT	2	A-42722-002
10	NIPPLE	2	A-43908-009
11	WYE	1	B-42207-002
12	LOCK NUT	2	800977
13	PLASTIC TIE	8	300370
14	TEE	1	B-32000-30T
15	TEE	1	B-32000-10T
16	SOLDER BUSHING	1	CSB-45
17	BALL VALVE	1	B88-454W

*SOLD SEPARATELY

PMBB-788-95455-091

B-95455-091

REV.	DATE	DESCRIPTION	BY	TOLERANCE (UNLESS OTHERWISE SPECIFIED)	ASSEMBLY	DRAWN BY	DATE	SCALE	BRASSING NO.
				± N/A	ASSY 2" PITSETTER, BALL VALVE INLET & OUTLET, MONITOR COVER	K.B	10-26-10	1=10	10-417
				± N/A		R.R			B-95455-091
				± N/A					

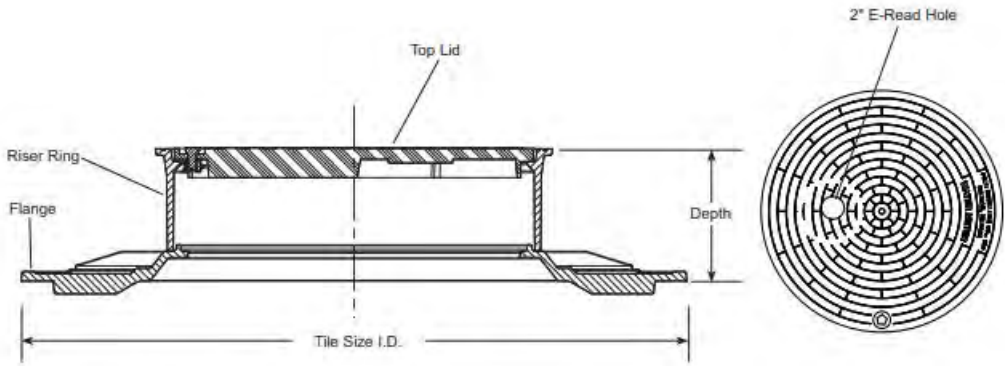
THE FORD METER BOX CO., INC.
Wabers, Indiana 46592, U.S.A.

SUBMITTAL INFORMATION

Monitor Cover - (MC-xx-P-T style)



MONITOR COVER WITH PLASTIC LOCKING ELECTRONIC METER READING LID



Lid Size*	Cover Depth	Tile Size I.D.	Approx. Wt. Lbs.	Part Number	✓ Submitted Items
20"	7-1/2"	24"	103.0	MC-24-P-T	
20"	7-1/2"	30"	131.0	MC-30-P-T	
20"	7-3/4"	36"	185.0	MC-36-P-T	

*Lid size indicates approximate pit access opening; actual lid diameter is approximately 1" larger.

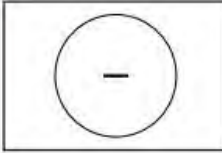
FEATURES

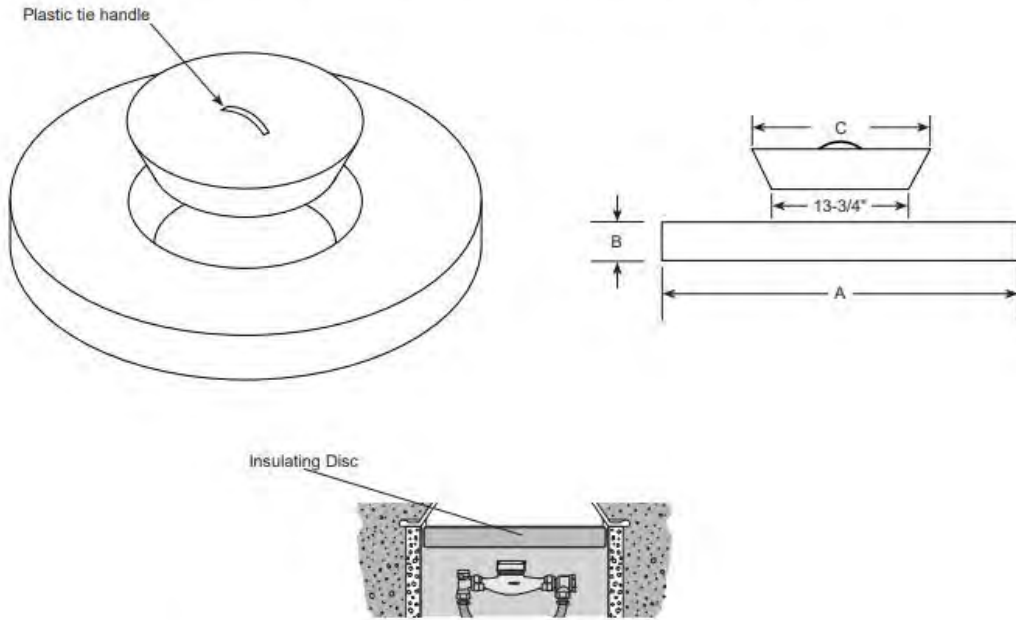
- Riser ring and flange are cast iron per ASTM A48-92 Class 25
- Hat-shape design to minimize surface exposure and provide additional ground insulation.
- Inset lid design rests flush with the top of the riser ring.
- Standard pentagon bolt furnished with locking lids.
Larger size bolt is available. Add "-LB" to catalog number. For non-locking lid, add "-LL".
- Lid has 2" hole for electronic meter reading modules.
For two E-read holes, add "-TT" to the catalog number.

The Ford Meter Box Company considers the information in this submittal form to be correct at the time of publication. Item and option availability, including specifications, are subject to change without notice. Please verify that your product information is current. Our standard warranty applies.

	<p>The Ford Meter Box Company, Inc. P.O. Box 443, Wabash, Indiana U.S.A. 46992-0443 Phone: 260-563-3171 / Fax: 800-826-3487 Overseas Fax: 260-563-0167 www.fordmeterbox.com</p>	<p>Submitted By:</p>
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07/13/23

SUBMITTAL INFORMATION	
Insulating Disc - (CCID-36-x-2 style)	
TWO PIECE DESIGN INSULATING DISC FOR 36" DIAMETER TILE	



TILE SIZE	DIMENSION A	DIMENSION B (DISC HEIGHT)	DIMENSION C	PRODUCT NUMBER	✓ SUBMITTED ITEM(S)
36"	35-5/8"	2"	17-3/4"	CCID-36-2-2	
		4"	14-7/8"	CCID-36-4-2	

FEATURES
<ul style="list-style-type: none"> • Two piece design • Closed-cell polyethylene foam resists moisture absorption • Provides extra protection against meter freeze-ups • Plastic tie strap handle to assist in disc removal • R-value: 2 to 2.5/in

The Ford Meter Box Company considers the information in this submittal form to be correct at the time of publication. Item and option availability, including specifications, are subject to change without notice. Please verify that your product information is current.

 The Ford Meter Box Company, Inc. P.O. Box 443, Wabash, Indiana U.S.A. 46992-0443 Phone: 260-563-3171 / Fax: 800-826-3487 Overseas Fax: 260-563-0167 http://www.fordmeterbox.com	Submitted By:
03/26/13	

**WASATCH PEAKS UTILITY DISTRICT
RESIDENTIAL SERVICE SPECIFICATIONS**

Please send all questions and inspections requests to inspection@wprutility.com.

Use the Homesite Number as the subject

**MOUNTAIN GREEN
SEWER IMPROVEMENT
DISTRICT**

5455 West Old Highway Road
Mountain Green, UT 84050
801-876-3416 / Fax 801-876-3558

**SANITARY
SEWER
ORDINANCE**

Updated: February 6, 2019
Board Approved Motion

MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT
 5455 West Old Highway Road
 Mountain Green, UT 84050
 801-876-3416 / Fax 801-876-3558

SANITARY SEWER ORDINANCE

ARTICLE I – DEFINITIONS

Unless the context specifically indicates otherwise, the meaning of terms used in this Ordinance shall be as follows:

"Apartment, Accessory." A separate dwelling unit that is located within and subordinate to a single family detached dwelling.

"Backflow Preventer." A device designed to prevent backflow of wastewater into the home. The design of new homes shall include provisions for the installation and maintenance of a backflow preventer. If the homeowner elects to not install a backflow preventer, then that homeowner shall sign a form releasing the District of all liability in case of a backflow of wastewater into the home.

"Bed and Breakfast." A business establishment having nine (9) or fewer guest rooms in which lodging is offered to guests for compensation and meals may be offered for compensation only to the lodgers.

"BOD" (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20 degrees Celsius, expressed in milligrams per liter.

"Board of Trustees." The duly elected or appointed Board of Trustees of the Mountain Green Sewer Improvement District.

"Building." Any structure arranged, designed, intended or used for the shelter, housing or enclosure of persons, animals, processes, equipment or property of any kind.

"Building Drain." That part of the lowest horizontal piping of a drainage system that receives the discharge of waste and other drainage pipes inside walls of the building and conveys it to the building sewer. The building drain extends eight (8) feet outside the inner face of the building wall.

"Building Sewer" or "Building Connection" is the extension from the building drain to the public sewer or other place of disposal, also sometimes referred to as the "house connection" or "lateral".

"Campground." A business establishment operated as a recreational site for tents, trailers, recreational vehicles or other forms of temporary shelter.

"Change of Use." The change from an existing use to another use, including without limitation, the addition of a new use to an existing use.

"Church." A building or group of buildings arranged, designed, intended or used for the conduct of religious services, and accessory uses associated therewith.

"Club." Any voluntary association of persons organized for fraternal, social, religious, benevolent, recreational, literary, patriotic, scientific, or political purposes whose facilities are open to members but not the general public, and which is principally engaged in activities that are not customarily carried on for pecuniary gain.

"Combined Sewer." A sewer intended to receive both wastewater and storm or surface water. There are no combined sewers in the District.

"Company." Any industrial or commercial establishment with a liquid waste discharge.

"Contractor." A firm or individual licensed and qualified to perform services for others as specified within a contract.

"District." Shall mean the Mountain Green Sewer Improvement District, a body politic of the State of Utah, created within the provisions of Title 17, Chapter 6, Utah Code Annotated (1953), as amended.

" Dwelling." Any building or structure or portion thereof containing one (1) or more dwelling units, but not including a motel, hotel, inn, or similar unit.

- A. Single-Family Dwelling – A building designed or intended to be used exclusively for residential occupancy by one family only and containing only one (1) dwelling unit, or one dwelling with an accessory apartment as permitted by the Morgan County Land Use Ordinance. A single-family dwelling and any accessory apartment located therein shall be constructed on one continuous foundation and under one continuous roof; no part of the dwelling unit shall be located in a detached building or structure.
- B. Two Family Dwelling – A building designed or remodeled to be used exclusively for residential occupancy by two (2) families living independently of one another and containing two (2) dwelling units. Each unit shall have not less than 650 square feet. The dwelling shall have only one (1) front entrance, and all other entrances shall be on the side or in the rear of the dwelling. An entrance leading to a foyer with entrances leading from the foyer to the two (2) dwelling units is permitted. One dwelling shall be subordinate in size. The subordinate unit shall not be permitted a Home Occupation. A two family dwelling shall be constructed on one continuous foundation and under one continuous roof; no part of the dwelling unit shall be located in a detached building or structure.

C. Multiplex Dwelling – A building designed or intended to be used exclusively for residential occupancy by three (3) or more families living independently of one another and containing three (3) or more dwelling units, including apartment buildings and condominiums, but excluding single-family dwellings with an accessory apartment permitted by the Morgan County Land Use Ordinance.

"Dwelling Unit." One or more habitable rooms arranged, designed or intended to be used, or used as a complete housekeeping unit for one or more individuals living together as a family with independent living, cooking, sleeping, bathing and sanitary facilities.

"Easement." An acquired legal right for the specific use of land owned by others.

"External Drain." An arrangement of piping intended to collect roof water, garage floor water, surface or subsurface water and to carry it away from the foundation of a building. An external drain shall NOT be connected to the sanitary sewer.

"Floatable Oil." Oil, fat or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. Wastewater shall be considered free of floating oil if it is properly pretreated and the wastewater does not interfere with the collection system.

"Foundation." The supporting substructure of a building or other structure including but not limited to basements, slabs, posts or frost walls.

"Frontage on the Sewer" shall exist if the public sewer line passes between the side lot lines of the property in question, as determined by drawing perpendicular lines across the roadway from the points of intersection of the property side lot lines.

"Garbage." Solid waste from the domestic and commercial preparation, cooking, and dispensing of food, and from the handling, storage, and sale of produce.

"Garbage, Properly Shredded." The wastes from the preparation, cooking and dispensing of foods that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (1/2) inch (1.27 centimeters) in any dimension.

"Gas Station." A business establishment selling fuel and related products for motor vehicles.

"Hotel." A building or group of buildings having ten (10) or more guest rooms in which lodging, or meals and lodging, are offered for compensation, including motels, tourist courts, motor lodges and cabins.

"Industrial Wastes." The liquid waste from industrial manufacturing processes, trade, or business as distinct from domestic or sanitary sewage.

"Infiltration." Water entering the wastewater facilities, including service connections, from the ground through such means as, but not limited to, defective pipes, pipe joints, connections or manhole seams and walls.

"Inflow." Water discharged directly into the wastewater facilities including service connections, from such sources as, but not limited to, roof leaders, foundation drains, cooling water discharges, sump pumps, drains from springs or swampy areas, manhole covers, cross connections from storm sewers, catch basins, storm waters, surface runoff, street wash waters or drainage.

"Inn." A business establishment having nine (9) or fewer guest rooms in which lodging is offered to guests for compensation and meals may be offered for compensation only to lodgers and to the general public.

"Land Drain." A separate piping system installed around buildings and in development infrastructure that is designed to capture and channel excess surface water, runoff, irrigation, downspout flow and keep it separated from and out of the sewer system.

"Lateral." The segment of sewer or land drain pipe that connects the residence or commercial building to the main sewer line or land drain line.

"Lot." An area of land in one ownership, or one leaseholder with ascertainable boundaries established by deed or other instrument of record, or a segment of land ownership defined by lot boundary lines on a subdivision plan approved by the County Council and recorded in the Morgan County Recorder Office.

"Lot Frontage." The horizontal distance measured in a straight line connecting the intersection of the front lot line with the side lot lines.

"Lot Lines:" The property lines bounding a lot as defined below:

- A. Front Lot Line: On an interior lot the line separating the lot from the street or private road. On a corner or through lot, the line separating the lot from each street or right-of-way.
- B. Rear Lot Line: The lot line opposite the front lot line. On a lot point at the rear, the rear lot line shall be an imaginary line between the side lot lines parallel to the front lot line, not less than ten (10) feet long, lying farthest from the front lot line. On a corner lot, the rear lot line shall be opposite the front lot line of least dimension.
- C. Side Lot Line: Any lot line other than the front lot line or rear lot line.

"MGSID Agent." The administrator, operator, or inspector authorized to represent the Chair or MGSID Board of Trustees.

"Manager or Administrator." The manager or administrator of the Sewer System of the District or authorized deputy, agent or representative of the Board of Trustees.

"May." A permissive verb (see 'shall').

"Motel." See Hotel.

"Natural Outlet." Any outlet into a watercourse, pond, ditch, lake, or other body of surface or groundwater.

"Owner." The person or persons, natural or corporate, in whom for the time being title is vested in real property situated in the District, including persons having charge of or occupying any premises used for human occupancy, employment, recreation or other like purposes.

"Person." Any individual, firm, company, association, society, corporation or group.

"pH." The logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution. Neutral water, for example, has a pH value of 7.0 and thus a hydrogen ion concentration of $10E-7$ (one part in ten-million).

"Pollutant" shall include but is not limited to dredged spoil, solid waste, junk, sewage sludge, munitions, chemicals, biological or radiological materials, oil, petroleum products or by-products, heat, wrecked or discarded equipment, rock, sand, dirt, and industrial, municipal, domestic, commercial, or agricultural waste of any kind.

"Public Sewer." A common sewer in which all owners of abutting properties have equal rights and which is controlled by public authority. The term "public sewer" shall include the MGSID Wastewater Treatment Plant and Public Sewer System.

"Pre-Treatment System." A system installed at the source location, usually a commercial, manufacturing or restaurant business, in order to pre-treat the wastewater and remove all special, non residential, waste and chemicals before the discharge enters the main sewer system and treatment plant. Required for any entity connecting to and discharging into the Public Sewer System where the waste being discharged will have a detrimental effect on normal treatment plant operations, including fouling of machinery and alteration of the normal chemical and bacterial activity required to process wastewater.

"Restaurant." An establishment where food and drink are prepared and served to the public and where no food or beverages are served directly to the occupants of motor vehicles.

"Roomer." A person residing in and paying rent for a room in a single-family dwelling whether or not the person eats meals on the premises.

"Sanitary Sewer." A sewer that carries sewage and to which storm, surface, and ground waters are not intentionally admitted.

"Sewage." A combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments.

"Sewage Works." Facilities for collecting, pumping, treating, and disposing of sewage.

"Sewer." A pipe or conduit for carrying sewage.

"Sewer Extension." Any addition to the public sewers of the MGSID whether located in a public way or on private property and whether constructed at public or private expense.

"Shall" is mandatory; "may" is permissive.

"Slug." Any discharge of water, sewage, or industrial waste which, in concentration of any given constituent or in quantity of flow, exceeds for any period of duration longer than 15 minutes or more than two times the average 24-hour concentration of flows during normal operation.

"Storm Drain" or "Storm Sewer." A sewer that carries storm and surface waters and drainage, but excludes sewage and industrial wastes other than unpolluted cooling water.

"Sump." A structure located below the lowest level of a building intended to collect and remove groundwater before it can infiltrate the building. The sump shall be at least 16 inches in its smallest dimension and shall be plumbed with a minimum one-inch diameter pipe that carries sump water to be discharged outside the home.

"Sump Pump." A pump designed to drain water from a sump. The output from a sump pump SHALL NOT be connected to the sanitary sewer but shall be piped outside of and away from the building.

"Suspended Solids." Solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, which are removable by laboratory filtering as prescribed in "Standard Methods for the Examination of Waste and Wastewater" published by the American Public Health Association and referred to as 'non-filterable residue'.

"Town." The Town of Mountain Green, County of Morgan, State of Utah.

"Trustees." The duly elected or appointed Board of Trustees of the Mountain Green Sewer Improvement District.

"Watercourse." A channel in which a flow of water occurs, either continuously or intermittently.

"Water Pollution Control Facility." The arrangement of devices and structures used for treating sewage and sludge.

End of Article I

MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT
 5455 West Old Highway Road
 Mountain Green, UT 84050
 801-876-3416 / Fax 801-876-3558

SANITARY SEWER ORDINANCE

ARTICLE II – GENERAL

PART ONE – BOARD OF TRUSTEES

1.01 The Board of Trustees (the 'Board') is authorized by Utah State Code Titles 17A and 17B to govern activities related to sewer operations within the Mountain Green Sewer Improvement District. The Board consists of seven members periodically elected by voters within the District or appointed by the County Council. The Board meets at least monthly at the District Office at 5455 West Old Highway Road at 7:00 pm or as posted in the local newspaper.

1.02 The Board shall, from time to time, enact by resolution regulations prescribing the payment of sewer Impact Fees, connection, inspection and permit fees and sewer service charges for the use of the Sewer System. The Board shall also establish rules and procedures for levying, billing, guaranteeing and collecting all fees and service charges.

1.03 The Board shall establish rules governing the manner of and materials to be used in making connections to the Sewer System, and such other rules and regulations for the management and control of sewage disposal as they shall deem fit. All such resolutions enacting regulations as provided herein shall be deemed a part of these Rules and Regulations and incorporated herein by reference.

1.04 The Board is authorized to make and enter into such contracts as may be necessary, convenient or proper with respect to the carriage and treatment of sewage for improved property outside the territorial limits of the District, and to establish fees and charges for such service, including without limitation, impact and connection fees, sewer service charges and surcharges justly related to, but not less than, the charges fixed within this document, provided, however, that no such contract shall impair the ability of the District to properly provide sanitary sewer services within the boundaries of the District.

1.05 The Board has authority to charge and collect impact and connection fees, inspection and permit fees, and sewer service charges and to take such steps and adopt such resolutions as may be necessary to assure the collection and enforcement of the same from all persons who, pursuant to and in accordance with the requirements of Morgan County's mandatory sewer connection ordinance.

1.06 The Board may assign a penalty to any customer who shall become delinquent in the payment of any charges due the District. As provided by law, any unpaid and delinquent charges for sewer service shall be certified by the clerk or secretary of the District to the Treasurer or Assessor of Morgan County. The amount of delinquent charges, together with interest and penalties, shall immediately upon the certification become a lien on the delinquent premises on a parity with and collectible at the same time and in the same manner as general county taxes are a lien on the premises and are collectable. All methods of enforcement available for the collection of general county taxes, including sale of the delinquent premises, shall be available and shall be used in the collection of the delinquent sewer charges.

1.07 The Board is authorized to reduce, adjust, amend, abate or waive any fee that the Board is authorized to collect upon a finding of "unusual circumstances" including a finding of specific facts related to such unusual circumstances. The Board may also provide an offset or credit for a public facility for which an Impact Fee has been or will be collected if there is evidence provided by the developer that would justify the offset or credit so that the fees charged are fair. The Board is authorized to adjust the amount of an Impact Fee if the developer, including a church, school, or charter school, dedicates land for a system improvement, builds or dedicates all or part of a system improvement, or dedicates a public facility that the Board determines will reduce the need for a system improvement. The Board is authorized to adjust Impact Fees for low income housing, state or government facilities, school districts or a charter school, or other development with a broad public purpose if the Board can establish one or more sources other than Impact Fees to pay for such development. The Board is authorized to provide an adjustment that complies with U.C.A. 11-36-202 as amended.

PART TWO – WILL-SERVE LETTERS

2.01 The approval process for new developments consists of three phases, Concept, Preliminary and Final. After obtaining Concept Approval by the County Council, the Developer shall provide to the District concept plans that include a Board approved Land Drain System or Ground Water Management System along with other documentation for the development, and shall apply for a Conditional Will-Serve Letter from the MGSID Board of Trustees.

2.02 After reviewing the concept plans and other documentation pertaining to the proposed development, the District issues a Conditional Will-Serve Letter establishing the conditions under which the District agrees to provide sanitary sewer service to the development. The Will-Serve Letter expires in the event that the Developer does not obtain Preliminary Approval within one year of the issuance date of the Will-Serve Letter, or in the event that the Developer does not obtain Final Approval within two years of the issuance date of the Will-Serve Letter. The Developer includes this Conditional Will-Serve Letter in the documentation required for Preliminary Approval by the County Council.

PART THREE – DISTRICT FEES

3.01 The Mountain Green Sewer Improvement District has established a sanitary sewer Impact Fee as the fair amount to charge a new equivalent residential unit (ERU) in order to pay for replacement of the capacity consumed, which is a proportionate cost for treatment facility expansion, and to recoup the proportionate cost for existing infrastructure. By agreement with Morgan County Planning and Zoning Department, building permits shall not be issued until the Department receives proof that the sanitary sewer Impact Fee has been paid.

3.03 The Board has set an inspection fee of \$100 for a new ERU to pay for District review of building plans and inspection of new sewer piping. The District must be satisfied that the piping meets all District requirements before the piping may be covered.

3.04 The Board has set a monthly service fee per ERU to pay the cost of operating and maintaining the wastewater treatment facility and associated collector and interceptor lines. This fee was approved in the December 2014 Public Hearing at the following rates for each year specified and may be periodically adjusted through another Public Hearing as operating costs change. 2015-\$36, 2016-\$38, 2017-\$40, 2018-\$42, 2019-\$44.

3.05 The Board has set a Credit Card Convenience Fee at \$3.00 per charge processed. This is to offset the cost of bank discount charged to the District for each transaction, along with monthly service fees and equipment expenses.

3.06 The Board sets a late fee and interest penalty policy as follows:
 There are no 'late fees' charged for payments received after the due date.
 Outstanding balances that are 60 days or more in arrears will have an interest penalty of 18% per annum added each month at statement time.
 A notice of delinquency and collection letter will be issued to any account over \$200 in arrears. This letter will note that outstanding balances over \$250 will be sent to the Morgan County for attachment to the property taxes of the address in question.
 When accounts are six months in arrears and/or have an outstanding balance of \$250 or greater, as of mid-September, they will be turned over to the Morgan County Treasurer to be included as a lien against the premises and included in their property taxes that are sent out in November, as per section 17-A-2-310(3) of the Utah Code Annotated. After the deadline and once a balance has been sent to Morgan County for attachment, it cannot be recalled and will become part of the property tax bill for said property in November. After the county collects the taxes and forwards them to MGSID, the amount collected will be credited to that properties account. The owner of the residence is responsible to make all ongoing monthly sewer charges above the amount sent for attachment.

3.07 The Board has set a policy stating that all properties connected to the MGSID

sewer system shall have the monthly sewer service billed directly to the owner of record for each property and that the owner shall be responsible for the payment of all fees relating to that property. If an owner of a property chooses to rent out the residence to another party, the monthly billing and fees shall remain in the owner's name and mailed to the address of record for the property owner. MGSID shall not be responsible for changing the billing name or contact information to that of a Tenant. It is the responsibility of the property owners to collect the sewer service fees from their tenants and ensure all fees are current. It is also the responsibility of the property owners to keep the MGSID office current with all of the owner's contact information and mailing address if it is different than the physical property address. A \$60.00 fee will be assessed for processing the paperwork associated with any name and address change that is not the property owner's on an account. All individuals shall be required to present proof of ownership prior to establishing an account in their name.

PART FOUR – CONTROL OF SEWERS AND CONNECTIONS

4.01 No person shall uncover, make any connection with or opening into or otherwise use, alter, open any manhole or disturb the Sewer System, or any appurtenance thereto without first obtaining permission from the District. No person shall maliciously, willfully or negligently break, damage, destroy, deface or tamper with any pipeline, manhole, pump station or other equipment or appurtenance that is a part of the Sewer System.

4.02 No person shall connect any roof downspout, foundation drain, areaway drain, garage floor drain, sump pump or any other sources of surface runoff or groundwater to a Building Sewer or Building Drain, which in turn is connected directly or indirectly to the Sewer System, unless such connection is first approved by the District; however, such a connection shall only be for the purpose of disposing polluted surface waters. See 4.12 for land drain lateral connections.

4.03 In order to reduce unauthorized discharge of infiltration waters into the Sewer System and to accomplish the efficient operation of the District's purposes:

- A. A separate gravity-flow Land Drain / Storm Drain or other gravity flow Ground Water Management System approved by the District that includes connection points to every lot in the development shall be constructed and installed in any project or development seeking to utilize the District's Sewer System.
- B. The purpose of this separate system is to ensure that all individual residences or business within the development have the ability to connect surface water sources such as downspouts, perimeter drains, sump pumps, garage floor and landscaping drains to a separate system in order to remove all surface, runoff and unpolluted waters without introducing them into the District's Sanitary Sewer System. The District's Sanitary Sewer System was designed to handle only wastewater sources from within the residences or business and would be

overwhelmed if surface water sources were introduced into the District's Sanitary Sewer.

- C. If a sump pump is installed, the sump shall be at least 16 inches in its smallest dimension and shall be plumbed with a minimum one-inch diameter pipe that carries sump water through the foundation to discharge outside the home by connecting to an existing land drain system or daylighting the outlet downhill from the building.
- D. The District has authority to set aside this requirement if an alternate system can be installed that will allow all homes and businesses within the development to connect surface water sources and keep such water separate from the District's Sanitary Sewer.

4.04 In order to reduce damage from backflow of wastewater into the home, the design of new homes below 5000 feet elevation shall include provisions for the installation and maintenance of a backflow preventer. If the homeowner elects to not install a backflow preventer, then that homeowner shall sign a form releasing the District of all liability in case of a backflow of wastewater into the home.

4.05 All plans and specifications for the construction of Building Sewers and all other additions to the Sewer System, including specifications for size, slope, alignment, building materials, and the methods to be used in connection with excavating, placement of pipe, jointing, testing, backfilling and compaction, shall in all respects conform with requirements of the Utah Plumbing Code and shall conform to the requirements of R-317.

4.06 All work on a Building Sewer shall be performed in accordance with the plans and specifications approved by the District and in accordance with the provisions of these Rules and Regulations. The entire length of the Building Sewer, including the connection to the Sewer System main line, shall be left fully exposed for inspection by the District. No backfilling shall be done until the inspection and testing is made and the work is accepted in writing by the District. In the event that the District finds that the construction work is incomplete, and if any required changes necessitate subsequent inspections and further testing, payment shall be made by the Owner to the District for each additional inspection and test as specified in this ordinance. The Owner of the premises, or his duly authorized contractor or agent, shall notify the District at least 24 hours prior to the time when the Building Sewer is to be ready for inspection and testing.

4.07 All costs and expenses incidental to the construction, connection and maintenance of the Building Sewer and lateral line shall be borne by the Owner. The Owner shall indemnify the District from any injury, loss or damage to persons or property, real or personal, that may directly or indirectly be occasioned by the construction and connection of the Building Sewer. All connections shall either be made personally by the homeowner or by a contractor licensed by the State of Utah to do that type of work.

4.08 A separate and independent Building Sewer shall be provided for every building, except that in those instances where one building stands at the rear of another on an interior lot, and no private sewer is available or can be constructed to the rear building

through an adjoining alley, court, yard or driveway, the Building Sewer from the front building may be extended to the rear building and the whole considered as one Building Sewer, but the District does not and will not assume any obligation or responsibility for damage caused by or resulting from any such single connection for both buildings.

4.09 No connection shall be made with the Sewer System where plumbing fixtures in the Premises to be served are located at an elevation lower than the elevation of that part of the Sewer System to which the connection is to be made, without prior written agreement with the Board of Trustees.

4.10 The Contractor shall:

- A. Be solely responsible for the means, methods, techniques, sequences and procedures of construction;
- B. Be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the construction work;
- C. Take all necessary precautions for the safety of, and provide protection necessary to prevent damage, injury or loss to, all employees on the work and other persons who may be affected thereby, as well as to property located at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities;
- D. Restore any streets, curb / gutter, sidewalks, grassed areas, parkways, utilities, public or private property disturbed or damaged in the course of the work, in a manner satisfactory to the District and to the Owner thereof;
- E. Comply with all applicable laws, ordinances, rules and regulations and orders of any public body having jurisdiction;
- F. Notify owners of adjacent utilities when construction work may affect them;
- G. Indemnify and hold the District harmless from and against any and all damage, injury or loss to any person or property, real or personal, caused directly or indirectly, in whole or in part, by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

4.11 The Contractor shall not allow his name to be used by any person, directly or indirectly, either for the purpose of obtaining a permit or to do any work under his license. Any licensed plumber or contractor who violates this provision shall be disqualified from thereafter performing the work and a new contractor shall be retained by the Owner to do the work in accordance with the requirements of these Rules and Regulations.

4.12 Any lot in a development where a land drain system has been installed and stubbed to the lot, will be required to install a lateral from the stub to the outside of the building foundation, with a cleanout above grade, at the same time that the sewer lateral is installed and inspected. The land drain lateral shall be 4" white pipe for connection to the foundation perimeter drain, runoff drains, garage floor drains, sump pumps and downspout drains to ensure that no surface and/or runoff water from the building is introduced into the sewer system.

PART FIVE – USE OF THE SEWER SYSTEM

5.01 No person shall discharge or cause to be discharged into the sanitary sewer any unpolluted waters such as storm-water, surface water, groundwater, roof runoff, subsurface drainage or cooling water, except that polluted water from limited areas may be discharged into the sewer under limited conditions as specified by the District.

5.02 Storm water, other than that exempted under paragraph 5.01 and all other unpolluted drainage waters, shall be discharged to such sewers as are specifically designated as storm sewers, or to a natural outlet approved by the District and other regulatory agencies having jurisdiction over such matters.

5.03 No person shall discharge or cause to be discharged into the sanitary sewer any of the following described water or wastes:

- A. Gasoline, benzene, naphtha, fuel oil, paint thinner, oil-base paints or other flammable or explosive liquids, solids or gases;
- B. Waters containing toxic or poisonous solids, liquids or gases which either singly or by interaction with other wastes, may contaminate, injure or interfere with any sewage treatment process;
- C. Waters or materials that constitute a hazard to humans or animals, create a public nuisance, create any hazard or have an adverse effect on any waters receiving any discharge from the sewer system;
- D. Waters containing more than one gallon of milk per thousand gallons or containing any natural or artificial substance that in larger quantities may interfere with the normal wastewater treatment process;
- E. Waters or wastes having a pH lower than 5.5 or greater than 8.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the Sewer System or wastewater works;
- F. Solid or viscous substances, in quantities or of such size capable of causing obstruction to flow in the Sewer System or other interference with proper operation of the Sewer System, such as but not limited to ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, un-ground garbage, whole blood, paunch manure, hair and fleshings, entrails, animal wastes, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

5.04 The following described substances, materials, waters or waste shall be limited in their discharge into the Sewer System to only those concentrations or quantities that will not harm the Sewer System or the wastewater works and will not have an adverse effect on the receiving stream, or otherwise endanger life, limb, public property or constitute a

nuisance. The Board may set limits lower than the limits established below if in their opinion more severe limits are necessary to meet the above objectives.

- A. Wastewater having a temperature greater than 140 degrees Fahrenheit (60 degrees Celsius);
- B. Wastewater containing more than 25 milligrams per liter of petroleum oil, non-biodegradable cutting oils, or products of mineral oil origin;
- C. Wastewater from commercial sources containing floatable oils, fats or grease;
- D. Garbage that has not been properly shredded;
- E. Waters or wastes containing compounds of iron, chromium, copper, zinc and similar objectionable or toxic substances to such degree that the effluent exceeds the limits established by state regulations;
- F. Waters or wastes containing odor-producing substances exceeding limits established by the District;
- G. Radioactive wastes or isotopes prohibited by state and federal regulations;
- H. Qualities of flow, concentrations or both that constitute a 'slug' as defined in Article I;
- I. Waters or wastes containing substances that are not amenable to treatment or reduction by the wastewater treatment processes employed, or that result in the effluent exceeding limits established by state regulations;
- J. Waters or wastes that, by interaction with other waters or wastes in the Sewer System, release obnoxious gases, form suspended solids that interfere with the Sewer System or create a condition deleterious to structures and treatment processes.

5.05 In the event that any waters or wastes are discharged or are proposed to be discharged into the Sewer System, that in the judgment of the District may have a deleterious effect upon the Sewer System, treatment processes, equipment or receiving waters, or that otherwise create a hazard to life or constitute a public nuisance, the District may:

- A. Reject the wastes;
- B. Require a Pre-treatment system to be installed and maintained at the building location at the expense of the entity that will bring the wastewater from this location to an acceptable condition prior to discharge into the Sewer System;
- C. Require control over the quantities and rates of discharge;
- D. Require additional payment from the discharger to cover the added cost of handling and treating the wastes not covered by existing sewer charges under the provisions of these Rules and Regulations.

5.06 When considering the foregoing alternatives, the District shall give consideration to the economic impact of each alternative on the discharger. If the District permits the pre-treatment or equalization of waste flows, the design and installation of the plant and equipment to be used therefore shall be subject to the review and approval of the District.

5.07 Grease, oil and sand interceptors or traps shall be provided when, in the opinion of the District, they are necessary for the proper handling of gritty or liquid wastes containing floatable grease or oil in amounts exceeding those specified in paragraph 5.04

above. All interceptors shall be of a type and capacity approved by the District and shall be located so as to be readily and easily accessible for cleaning and inspection. The Owner shall be responsible for removal and disposal of the captive material and shall maintain records of the dates and means of disposal, all of which shall be subject to review by the District.

5.08 Where pretreatment or flow-equalizing facilities are provided or required for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation at the Owner's expense.

5.09 When required by the District, the Owner of any premises serviced by a Building Sewer carrying industrial wastes shall install a structure together with such meters and other appurtenances in the Building Sewer as may be necessary to facilitate observation, sampling and measurement of the wastes. Such structures, when required, shall be built in accordance with plans and specifications approved by the District. The aforesaid structure, meters and other facilities shall be installed at the Owner's expense and shall be maintained by the Owner so as to be safe and accessible at all times.

5.10 The District may require a user of sewer services to provide and deliver to the District information needed to determine compliance with these Rules and Regulations. This information may include:

- A. A record of wastewater peak discharge rates and volumes over a specified time period;
- B. Chemical analysis of wastewater;
- C. Information on raw materials, processes and products affecting wastewater volume and quantity.
- D. Quantity and disposition of specific liquids, sludges, oils, solvents or other materials important to sewer use control;
- E. A plat showing the location of any sewer or pretreatment facilities on the user's property;
- F. Details regarding wastewater pretreatment facilities;
- G. Details regarding systems to prevent and control the losses of materials through spills into the Sewer System.

5.11 All measurements, tests and analysis of the characteristics of waters and wastes to which reference is made in these Rules and Regulations shall be determined in accordance with the latest edition of Standard Methods for the Examination of Water and Wastewater, published by the American Public Health Association. Sampling methods, locations, times, durations and frequencies are determined on an individual basis subject to approval by the District.

5.12 No statement contained in this Article shall be construed as preventing any special agreement or arrangement between the District and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the District into the Sewer System.

PART SIX – POWER AND AUTHORITY OF DISTRICT AGENTS

6.01 Any person receiving sewer service from the District shall permit a MGSID Agent bearing proper credentials and identification, to enter such user's property at all reasonable times for the purpose of conducting any necessary inspection, observation, measurement, sampling and testing relative to the discharge of Sewage into the Sewer System and/or the confirmation that no inflow is being discharged into the Sewer System. Except in the case of an emergency, the District shall provide the user no less than forty eight (48) hours prior written notice of such inspection. In the event the user prohibits any such inspection, in addition to any other remedies the District may have at law, the District may assess the user a penalty not to exceed \$250.

6.02 Duly authorized Agents of the District are empowered to obtain, from industries receiving Sewer Service from the District, information concerning processes that have a direct bearing on the kind and source of discharge into the Sewer System. Any firm may withhold information considered confidential. However, the firm must establish that revelation to the public of the information in question might result in an unfair advantage to its competitors.

6.03 While performing necessary work on private properties referred to in paragraphs 6.01 and 6.02 above, Agents of the District shall observe all safety rules applicable to the premises of the firm being visited.

6.04 Agents of the District shall be permitted, at all reasonable times, to enter private properties through which the District holds a duly negotiated easement for the purpose of, but not limited to, inspection, observation, measurement, sampling, maintenance and repair of any portion of the Sewer System within said easement. Such entry and subsequent work, if any, by the District within said easement shall be done in full compliance with the terms of the duly negotiated easement pertaining to the private property involved.

PART SEVEN – PENALTIES

7.01 Any person or entity found to be in violation of any provision in these Rules and Regulations shall be served with a first written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations described in said notice.

7.02 If any person or entity shall continue any violation beyond the time limit provided in the first written notice, the offender shall be served with a final written notice, wherein the offender shall be assessed a fine set by the Board of Trustees and shall be given opportunity to appear before the Board at the time and place described in the final notice, to show cause why the penalty assessed by the Board should not be paid. In the event the offender fails to appear before the Board, the Board shall request the fine to be appended to the County tax notice for that property.

7.03 Any person or entity violating any of the provisions of these Rules and Regulations shall become additionally liable to the District for any expense, loss or damage occasioned by reason of such violation, including court costs and attorney's fees.

End of Article II

MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT

5455 West Old Highway Road
Mountain Green, UT 84050
801-876-3416 / Fax 801-876-3558

SANITARY SEWER ORDINANCE

ARTICLE III – SITE PREPARATION

PART ONE – GENERAL

1.01 WORK INCLUDED

- A. Preparation
- B. Clearing and grubbing
- C. Topsoil removal
- D. Asphalt pavement removal
- E. Concrete removal
- F. Removal of fences and miscellaneous obstructions
- G. Disposal of waste materials

1.02 QUALITY ASSURANCE

- A. All tree trimming and removal shall be done in accordance with recognized tree surgery standards.

PART 2 – PRODUCTS

- A. Not used.

PART 3 – EXECUTION

3.01 SITE PREPARATION

- A. No clearing, demolition or removal of any kind shall proceed until all existing trees, improvements, etc. to be removed have been established and are inspected and documented by the District.
- B. Establish necessary clearing limits within the construction zone. Mark all trees, shrubs, structures, fences, concrete and other improvements to be removed.
- C. Within ten feet of clearing limits, inspect, photograph or video tape and record condition of concrete slabs, structures, landscaping and other features to remain which might be affected by work.
- D. All trees, shrubs and lawn areas to receive planting, rock outcroppings, fences, sprinklers and other improvements that are not to be removed shall be protected from damage or injury. If damaged or removed, they shall be restored or replaced in as nearly the original condition and location as is

reasonably possible. Trees, shrubs and improvements not to be removed shall be marked in field by the District and / or shown on drawings.

- E. Give reasonable notice to the District to permit the salvage of plants, trees, fences, sprinklers and other improvements within the construction zone that may be destroyed because of the work.
- F. Notify interested utility companies to be present if disturbing ground in the vicinity of utilities.
- G. Protect active utility systems adjacent to or uncovered by any excavation during site preparation.
- H. Maintain benchmarks, monuments and other reference points and construction stakes.
- I. Prevent tree removal and / or pruning work of all improvements intended to remain within construction zone as well as all improvements outside the zone.

3.02 CLEARING AND GRUBBING

- A. Remove all surface vegetation to a depth necessary for complete removal of all roots and other deleterious materials from within the areas to receive structural fill or base course.
- B. All trees, stumps, roots, etc. to be removed within the construction zone shall be cut off, excavated or removed to a depth of not less than three feet below the existing ground surface.
- C. Branches of trees extending over the construction zone shall be trimmed to the boles to give a clear height of 20 feet above the existing ground surface. All trimming shall be done in accordance with recognized tree surgery standards. Remove additional tree branches under the direction of the District in such a manner that the tree will present a balanced appearance.

3.03 TOPSOIL REMOVAL

- A. Before any construction activity begins, remove topsoil to a maximum depth of one foot unless otherwise required by individual property owner, and stockpile on the same property from which topsoil was removed and stockpile where required by individual property owner.
- B. Topsoil shall be protected from contamination by weeds, debris, etc. and shall be replaced, graded and lightly compacted by Contractor at completion of project.
- C. Disposal of topsoil is not allowed.

3.04 ASPHALT PAVEMENT REMOVAL

- A. Asphalt shall be sawed to ensure the breakage of pavement along straight lines. A 'tee-cut' shall be employed such that the asphalt is cut at least one foot wider than the trench to allow new asphalt to be placed on an undisturbed surface, which provides a smoother transition over the disturbed trench soil.

3.05 CONCRETE REMOVAL

- A. Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of four inches.

- B. Concrete sidewalk or driveway to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 30 inches in either length or width.
 - C. Unless otherwise shown on the drawings, if the saw cut would fall within 30 inches of a construction joint, expansion joint or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches of a score mark, the saw cut shall be made in and along the score mark.
 - D. Curb and gutter to be removed shall be sawed to a depth of 1-1/2 inches on a neat line at right angles to the curb face.
- 3.06 FENCES AND MISCELLANEOUS OBSTRUCTIONS
- A. No demolition or removal of fences or miscellaneous obstructions shall proceed until clearance is obtained from the property owner.
- 3.07 DISPOSAL OF WASTE MATERIALS
- A. Where salvage is not required or otherwise specified herein or as shown on the drawings, dispose of all removed materials at a suitable off-site location in accordance with applicable laws and ordinances.
 - B. No burning shall be allowed.

END OF ARTICLE III

MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT
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 Mountain Green, UT 84050
 801-876-3416 / Fax 801-876-3558

SANITARY SEWER ORDINANCE

ARTICLE IV
EXCAVATING, BACKFILLING AND COMPACTION

PART ONE – GENERAL

1.01 WORK INCLUDED

- A. Preparation
- B. Excavation
- C. Backfilling
- D. Compaction
- E. Dewatering
- F. Field Quality Control
- G. Cleaning up

1.02 RELATED WORK

- A. Article V – System Installation
- B. Article VI – Restoration of Existing Improvements

1.03 QUALITY ASSURANCE

- A. Comply with federal, state and local codes and regulations.
- B. All working conditions shall be in accordance with the Utah Occupational Safety and Health Division publication Safe Practices for Excavation & Trenching Operations, latest edition, and other Laws and Regulations which apply.
- C. The contractor is responsible for understanding and complying with the applicable requirements of Utah Code Rule R317-3 'Design Requirements of Wastewater Collection, Treatment and Disposal Systems.' In cases where the requirements of this ordinance conflict with or are less stringent than those of Rule R317-3, the requirements of Rule R317-3 shall prevail.

1.04 REFERENCES

- A. Utah Occupational Safety and Health Division (UOSHD).
- B. American Society of Testing Methods (ASTM) Designation D1557.

1.05 SUBMITTALS

- A. Submit for approval the drawings and structural calculations for trench shoring to be utilized.

1.06 QUALITY ASSURANCE

- A. Local jurisdiction requirements shall govern for all work in road right-of-ways.
1. All work shall conform to the applicable standards, regulations and requirements of the District or County for backfill and compaction above the pipe.
 2. Permits shall be secured from jurisdiction by the Contractor.

1.07 WARRANTY

- A. See Contract General Conditions for guarantee period.

1.08 SUBMITTALS

- A. If requested, submit descriptions of all materials to District.

PART TWO – PRODUCTS

2.01 FOUNDATION MATERIALS

- A. Sewer rock:
1. Shall be hard, durable, broken stone or slag.
 2. Shall be graded within the following limits:

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
2"	100
1"	85-100
½"	20-40
#4	10-20

2.02 BEDDING MATERIALS

- A. Gravel Bedding Material:
1. Shall be free from alkali, salt, roots, sod, limbs and other vegetative matter, slag, cinders, ashes, petroleum products or other material that in the opinion of the District may be objectionable or deleterious.
 2. Graded within the following limits

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
1-1/2"	100
1"	95-100
½"	25-60
#4	0-10

2.03 BACKFILL MATERIALS

A. Excavated Soil Backfill Material:

1. Shall be free from alkali, salt, roots, sod, limbs and other vegetative matter, slag, cinders, ashes, petroleum products or other material that in the opinion of the District may be objectionable or deleterious.
2. Shall be select material from excavation with no particle larger than three inches in diameter.
3. Use on-site materials only if specified compaction requirements can be met.

PART THREE – EXECUTION

3.01 PREPARATION

- A. It shall be the Contractor's sole responsibility to locate all (whether or not shown on the drawings) existing gas lines, electrical, telephone, water, sanitary sewer, storm drain and other underground utilities with their existing house service connections, and all other underground structures in order that no damage or loss of service will result from interference with existing lines.
- B. Contractor shall review all available drawings, notes and information on the location of these underground lines and structures in determining the location of existing facilities.
- C. Contractor shall have a pipe finder on the job at all times and mark all lines on the road ahead of the excavating machine.
- D. Blue Stakes Location Center (801-532-5000) shall be contacted 48 hours (two working days) before any excavation is commenced.
- E. Mark with paint any existing cracks on concrete along which work will take place, in order to determine after the construction is completed whether such damage was caused by the operations of the Contractor or had occurred previously. Any concrete showing unmarked cracks or damage upon completion of construction will be evidence of damage by the Contractor and shall be repaired or replaced to the satisfaction of the owner of the damaged concrete, at the Contractor's expense.
- F. All fences removed for excavation shall be returned to their original condition except that portions damaged by Contractor shall be replaced with new fencing at the Contractor's expense.
- G. Contractor shall obtain all required permits.

3.02 EXCAVATION

- A. All gas, sanitary sewer, storm drain, water and other pipelines, flumes and ditches of metal, wood or concrete, underground electrical conduits and telephone cable, and all walks, curbs and other improvements encountered in excavating trenches shall be carefully supported, maintained and protected

from injury or interruption of service until backfill is complete and settlement has taken place.

- B. If any existing facility is damaged or interrupted, and before performing any work affected thereby, Contractor shall immediately identify the owner of such existing facility and give written notice thereof to that owner and to the District. Contractor shall comply with other applicable requirements of the General Conditions of the Construction Contract and indemnify the District from any and all damages resulting from damaged facilities.
- C. Excavation for pipe lines, concrete valve boxes, manholes and appurtenant structures shall include the work of removing all earth, sand, gravel, quicksand, stone, loose rock, solid rock, clay, shale, concrete, hardpan, boulders and all other materials necessary to be moved in excavating. Trenches shall be stabilized by shoring, bracing and sheeting or well-pointing to prevent the sides of the trench from caving in while pipe laying is in progress, and all such stabilizing materials shall be removed from the trench after pipe has been laid, except when such removal will cause damage.
- D. Trench support system shall be suitable for the soil structure, depth of cut, water content of soil, weather conditions, superimposed loads and vibration. Contractor may select one of the following methods of ensuring the safety of workers in the trench, as approved by the Utah State Industrial Commission or its safety inspectors:
 1. Sloping sides of trench to the angle of repose at which the soil will remain safely at rest.
 2. Shoring trench sides by placing sheeting, timber shores, trench jacks, bracing, piles or other materials to resist pressures surrounding the excavation.
 3. Using a movable trench box built from steel plates and a heavy steel frame of sufficient strength to resist the pressures surrounding the excavation.
- E. All damage, injury or loss resulting from lack of adequate sheeting, bracing and shoring shall be solely the responsibility of the Contractor, and the Contractor shall effect all necessary repairs or reconstruction resulting from such damage.
- F. Trenches shall be of necessary width for proper laying of pipe. Care shall be taken not to over-excavate. The bottom of the trenches shall be accurately graded to provide uniform bearing and support for each section of pipe along the entire barrel of the pipe.
- G. Trenches shall be excavated to the depths shown on the Drawings, including any required allowances for the sewer rock foundation, when required, and for other pipe bedding requirements.
- H. Trench width, measured at the top of the pipe, shall be as narrow as possible but not wider than 15 inches on each side of the pipe.
- I. Excavation for manholes, concrete boxes, cleanouts and similar structures shall be sufficient to leave at least 12 inches in the clear between the outer surfaces and the embankment or timber that may be used to hold and protect the banks.

- J. Excess materials shall be hauled away from the construction site or otherwise disposed of by the Contractor at an appropriate site.

3.03 BACKFILLING AND TRENCH PLUGGING

- A. The trenches shall not be backfilled until the utilities systems, as installed, conform to requirements of the Drawings and Specifications. Where, in the opinion of the District, damage is likely to result from withdrawing sheeting, the sheeting shall be left in place.
- B. Trenches shall be backfilled to the proper surface with material as shown or specified. Trenches considered by the District to be improperly backfilled shall be reopened to the depth required for correction, then refilled and compacted as specified, or the condition shall be otherwise corrected as approved by the District.
- C. Pipe Bedding – unless otherwise specified:
 1. Consists of preparing an acceptable pipe foundation, excavating the pipe groove in the prepared foundation and backfilling from the foundation to the top of the pipe. All piping shall be protected, by adequate bedding, from lateral displacement and possible damage resulting from impact or unbalanced loading during backfilling operations.
 2. The pipe foundation shall consist of six inches of Gravel Bedding material in the bottom of the trench. Where the trench sub-grade material does not afford a sufficiently solid foundation to support the pipe and superimposed load, and where groundwater must be drained, the trench shall be excavated below the bottom of the pipe to such depth as may be necessary and this additional excavation shall be filled with sewer rock.
 3. A pipe groove shall be excavated in the pipe foundation to receive the bottom quadrant of the pipe so that the installed pipe will be true to line and grade. Bell holes shall be dug after the trench bottom has been graded. Bell holes shall be excavated so that only the barrel of the pipe bears on the pipe foundation.
 4. In bedding the pipe from pipe foundation to the top of pipe, Contractor shall deposit and consolidate gravel bedding materials concurrently and uniformly on both sides of the pipe. All bedding materials shall be placed in the trench with hand tools or other approved method in such a manner that they will be scattered alongside the pipe and not dropped into the trench in large quantities.
 5. A workman shall vigorously chink the gravel on both sides of the pipe using a shovel in a manner such that the gravel is tamped to support the underside of the pipe.
- D. Each lift shall be evenly spread and moistened or dried by disk harrowing or other means so that the required density will be produced.
- E. Gravel Bedding Material shall be used to backfill around cleanouts.
- F. Care shall be exercised so that, when backfilling is complete and settlement has taken place, all existing pipes, flumes, ditches, conduits, cables, walks, curbs and other improvements will be on the same alignment and grade as they were before work commenced.

G. Trench Plugs:

1. In order to retard water flowing through trench bedding and eroding sewer pipe support, trench plugs shall be located at a maximum of 200-foot intervals along the entire length of pipe, or as directed by the District.
2. Trench plugs shall be a minimum of 12 inches thick by a minimum of the full width of the trench. The plug must extend above the height of the gravel fill (at least 12 inches above top of pipe) and to the bottom of the trench (at least six inches below pipe).
3. Plugs may be clay compacted to 95% of maximum dry density or concrete of 1500 psi minimum strength with six-inch maximum slump.
4. Plugs shall be watertight for the entire trench width.

3.04 COMPACTION

- A. Compaction shall be the responsibility of the Contractor. He shall select the methods to be used and carefully perform the work of backfilling and compaction so as to prevent damage to new or existing piping. The Contractor shall replace, with new piping, any new or existing piping damaged by the work, as directed by the District.
- B. Backfill compaction shall meet the following requirements, unless otherwise specified by local jurisdictions:
 1. Under pavements or other surface improvements, the minimum density shall be 96% of laboratory maximum density, as determined by ASTM Designation D-1557.
 2. In unimproved areas the minimum density shall be 85% of laboratory maximum density as determined by ASTM D-1557.
 3. In landscaped areas the minimum density shall be 90% of laboratory maximum density as determined by ASTM D-1557.
- C. Methods of compaction include mechanical compaction (MC) only. Authorization by the District to use any method does not relieve the Contractor of his responsibility to meet the specified density requirements. Compaction shall be performed in strict accordance with the manufacturer's recommendations for each type of pipe.
- D. Mechanical compaction shall be accomplished by the use of sheep's-foot rollers, pneumatic tire rollers, vibrating rollers or other mechanical tampers of a size and type necessary to achieve the required degree of compaction.
- E. Water jetting shall not be allowed.

3.05 DEWATERING

- A. The Contractor shall do all pumping, shall build all drains and do all the work necessary to keep the trench and pipes free from water during progress of the work.

- B. In wet trenches, a channel shall be kept open alongside the pipe for conducting water to a sump hole, from which it shall be pumped out of the trench. No water shall be allowed to enter the pipe.

3.06 FIELD QUALITY CONTROL

- A. The Owner shall employ a testing laboratory to perform field and laboratory density tests as specified in the pipe zone and shall provide access to the work and all men and machinery necessary to aid the testing laboratory personnel in performing field density tests or taking samples for laboratory tests. In general, tests and samples shall be made as the work proceeds. The Contractor shall cooperate with the District to schedule and perform tests.
- B. The District will direct a testing laboratory to perform maximum density tests on materials to be compacted from samples submitted by the Contractor that are taken from locations selected by the District.
- C. The District will direct a testing laboratory to perform field density tests of compacted backfill materials. The approximate location and number of such tests shall be as shown on the drawings or as selected by the District. Field density tests shall be taken as follows or as otherwise selected by the District:
 - 1. In planted or unimproved areas:
 - a. 18 inches above the top of the pipe
 - b. Finished grade
 - 2. In streets, roads, parking lots or other paved areas:
 - a. 18 inches above the top of the pipe
 - b. 24 to 36 inches below the gravel road base
 - c. Gravel road base sub-grade
 - d. Top of gravel road base
 - e. Top of bituminous surface course
- D. Copies of test results prepared by the testing laboratory will be transmitted to the Contractor at the same time they are transmitted to the District.
- E. Successful performance of field density tests by the testing laboratory shall not relieve the Contractor of his responsibility to meet the specified density requirements for the complete project.
- F. Additional tests shall be made on samples take from locations selected by the District.

3.07 CLEANING UP

- A. The roadway including shoulders, slopes, ditches and borrow pits shall be smoothly trimmed and shaped by machinery or by other satisfactory methods, to the lines, grades and cross-sections as established by Drawing and Specifications, and shall be so maintained until accepted. Any surplus material not suitable for spreading along the road to widen the existing shoulder or raise the grade shall be hauled away or disposed of at a suitable site.

End of Article IV

MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT
5455 West Old Highway Road
Mountain Green, UT 84050
801-876-3416 / Fax 801-876-3558

SANITARY SEWER ORDINANCE

ARTICLE V

SYSTEM INSTALLATION

PART ONE – GENERAL

1.01 WORK INCLUDED:

- A. Furnishing and installing pipe, fittings, manholes and service laterals;
- B. Adjusting sewer manhole rings to proper finish grade;
- C. Preparation and video inspection of line.

1.02 RELATED WORK

- A. Article IV – Excavation, Backfilling and Compaction
- B. Article VI – Restoration of Existing Improvements

1.03 QUALITY ASSURANCE

- A. Workmanship and methods employed in the handling, transporting, storage, bedding and laying of pipe, fittings, associated structures and accessories shall conform to the appropriate manufacturers' recommendations and / or ASTM recommendations.
- B. "The contractor is responsible for understanding and complying with the applicable requirements of Utah Code Rule R317-3 'Design Requirements for Wastewater Collection, Treatment and Disposal Systems.' In cases where the requirements of this ordinance conflict with or are less stringent than those of rule R317-3, the requirements of Rule R317-3 shall prevail.

1.04 SUBMITTALS:

- A. Submit manufacturer's specifications for all projects.
- B. As-constructed locations of all wyes, cleanouts and covered fittings shall be prepared by the contractor and submitted to the District.

1.05 DELIVERY AND HANDLING

- A. Loading, transporting and unloading of pipe, fittings and accessories shall be accomplished in a manner to avoid shock or damage.

PART TWO – PRODUCTS

2.0 PIPING

- A. Concrete pipe shall meet the requirements of ASTM C-14, Class III, with push-on gasket joints conforming to ASTM C-443. Cement for the pipe shall be Portland cement, Type V, conforming to ASTM C-150.
- B. Polyvinyl chloride (PVC) pipe shall meet requirements of ASTM D 3034 for SDR 35. The pipe shall have integral wall bell and spigot joints conforming to ASTM D 3212, with a solid cross-section rubber ring, factory assembled, securely locked in place to prevent displacement during assembly. The sewer pipe shall be colored green for in-ground identification as sewer pipe, and the land drain pipe shall be colored white for in ground identification as land drain pipe.
- C. Minimum pipe size for sewer laterals shall be four inches diameter. Minimum pipe size for sewer mains shall be eight inches diameter. Otherwise, minimum pipe size shall be determined using Manning's Formula with a coefficient of 0.012 and a peak flow per ERU of 0.7 gallon per minute.
- D. PVC pressure pipe shall conform to ASTM D2241 for working pressure of 100 psi. The pipe shall be either supplied with bell and spigot joints meeting ASTM F477 or solvent cement joints conforming to ASTM D2564.

2.02 MANHOLES

- A. Manholes shall be 48 or 60 inches in diameter conforming to ASTM C-478 with a concentric cone section of 48" x 30" x 36" and with integral, polymer-coated rust-resistant steps spaced no more than 18 inches apart. If the sewer main is 12 inches diameter or greater, or if more than three sewer main pipes connect to the manhole, the manhole shall be 60 inches in diameter or as specified by drawing.
- B. Manholes may be pre-cast, including the base section, standard sections and grade rings.
- C. Cement for manholes shall be Portland cement, Type V, or Type II-A complying with ASTM C-150.
- D. Manholes shall be watertight both in the floor and to the full height of the walls.
- E. Joints shall be made tight by the use of Kent-seal or equal and the internal periphery of all joints shall show evidence of 100 percent seal around the joint.

2.03 MANHOLE RING, COVER AND GRADE RINGS

- A. The manhole ring and cover shall be gray iron castings conforming to ASTM A-48, Class 30, with non-rocking, machined bearing surfaces between cover and frame.
 - 1. The cover shall have cast-in lettering of "SEWER" and shall be vented or non-vented such that every other manhole is vented and every subsequent

manhole is non-vented so that there is an approximate 50%/50% mix of vented and non-vented covers on every main line.

2. The cover shall be a nominal 30 inches in diameter and shall conform to ASTM C-4781.
 3. The ring and cover shall have a combined weight of not less than 350 pounds.
- B. Manhole grade rings shall be nominal 30-inch diameter conforming to ASTM C-478 for concrete sewer manholes.

2.04 CAST-IN-PLACE CONCRETE

- A. Cement shall be Type II-A or Type V complying with ASTM C-150.
- B. Coarse aggregates shall conform to ASTM C-33 using 3/4-inch coarse aggregate size and 3/8-inch minus fine aggregate size.
- C. Air entraining agent shall conform to ASTM C-175 and added at the mixer.
- D. Concrete mix shall be 6.5 sacks per cubic yard, 4000 psi 28-day compressive strength, 4-inch maximum slump and 5 to 6.5 percent air entrainment.
- E. The cast-in-place collar in paved areas shall be an annulus with a width of at least 12 inches and a thickness of at least 12 inches. The upper surface of the collar shall be 1/8 to 3/8 inch below the surface of the paving.

PART THREE - EXECUTION

3.01 PREPARATION

- A. When connections are to be made to any existing pipe or other improvement and the actual elevation or position cannot be determined without excavation, the Contractor shall excavate for and expose the existing improvement before laying any pipe.
- B. Preliminary qualifying test: If required by the District, the first section of pipe not less than 300 feet in length installed by each crew shall be tested in order to qualify the crew and / or material. Successful installation of this section shall be a prerequisite to further pipe installation by said crew.

3.02 PIPE INSTALLATION

- A. Trenching:
 1. Slope trench walls or use trench box to meet OSHA standards.
 2. Trench width at bottom shall be no greater than pipe OD plus 30 inches.
- B. Bedding:
 1. Bedding shall be prepared in accordance with Article IV – EXCAVATION, BACKFILLING AND COMPACTION and as shown on the plans.
 2. All pipes shall be laid on a firm bed, true to the line and grade, and the butt end and shoulder of each pipe shall be positioned against the other in such a manner that there is no unevenness of any kind along the bottom half of the pipeline.

3. A minimum of six inches bedding shall be under the pipe with additional sewer rock under the bedding as needed to afford a solid foundation.
 - C. During all phases of pipe installation, dewater trench to prevent floating of pipe.
 - D. Lay pipe in the uphill direction with the bell end pointing upgrade.
 - E. Perform all work in strict accordance with the manufacturer's recommendations for the type of pipe being installed.
 - F. Clean pipe joints just prior to connecting in accordance with manufacturer's instructions.
 - G. Install a tight-fitting pneumatic or mechanical plug in the pipe that connects to the in-service main line and keep this plug in place until all construction, cleaning, video and pressure testing operations have been completed. Install a tight-fitting plug in the end of any open pipe at the end of the workday to ensure that trench flooding will not carry debris into the open pipe."
 - H. Where water lines are parallel to sewer lines, maintain a minimum separation of 10 feet horizontal and / or a minimum vertical separation of 18 inches below the water line.
 - I. Where water lines cross sewer lines, maintain a minimum vertical separation of 18 inches with the sewer line below the water line. Where this separation is impossible, a 20-foot length of PVC or D.I. pipe shall be centered under the water line so as to have no sewer pipe joint closer than 10 feet to the crossing. Joints near the crossing shall be of the solvent weld type.
 - J. Take care to avoid contact between the pipe and compaction equipment. Compaction of bedding and backfill material should generally be done in such a way that compaction equipment is not used directly above the pipe until sufficient backfill has been placed to assure that the compacting operation will not damage the pipe or produce indentations in the pipe. NOTE: ANY INDENTATION OR ELLIPTICAL OUT OF ROUND CONDITION IN THE PIPE THAT IS VISIBLE IN THE VIDEO IS SUFFICIENT CAUSE FOR THE PIPE TO BE RE-BEDDED AT THE CONTRACTOR'S EXPENSE.
 - K. Pipe transition into the manhole must be smooth and free of any pockets or indentations.
 - L. Pipes entering or exiting from manholes shall be sealed from the outside to prevent groundwater infiltration. In addition, the bottom half of the pipe shall be grouted on the inside of the manhole to reduce buildup and to facilitate wastewater flow.
 - M. Joining of new sewer lines to existing lines or laterals shall be accomplished using Mission Rubber Company coupler type MR02 XX ARC, where 'XX' represents the size of the pipe, or an equivalent coupler approved by the District.
 - N. Minimum slope for eight-inch residential sewer lines shall be 0.50 percent.
- 3.03 MANHOLES
- A. All manholes shall be located in a public right-of-way, unless the District agrees that there are compelling reasons for locating them elsewhere. If the District agrees to locations not in a public right-of-way, the Developer must

agree to ensure permanent access to the manholes via a roadway at least 14 feet wide and a roadbed at least eight inches thick of road base compacted to at least 96% of laboratory maximum density, as determined by ASTM Designation D-1557.

- B. Excavation, bedding and backfill for manhole installation shall be in accordance with Article IV – EXCAVATING, BACKFILLING AND COMPACTION.
- C. Construct the manhole at the specific stations and grades shown on the drawings.
- D. A manhole is required on all sewer main stub ends where buildings will be connected.
- E. Set manholes so that the top of the manhole lid is level with the finished surface or grade except that lids in asphalt or concrete roadways shall be 1/8 to 3/8 inch below the asphalt or concrete roadway surface.
- F. Cast-in-place base and floor shall conform to requirements of standard details for layout and configuration.
- G. All lifting holes must be grouted watertight. Perforations shall be sealed with concrete from the outside with sufficient external reinforcement to resist being blown out or eroded by groundwater pressure.
- H. A bed of gravel or sewer rock at least 12 inches deep shall support the manhole base.
- I. The base shall be anchored into the base section using four, #4 re-bars placed with two at 90 degrees to the other two and spaced approximately two feet apart. Bars shall be at least one inch longer than the distance across the segment at the placement location and shall be inset at least one-half inch into each side of the base section at a height of eight inches from the bottom of the base.
- J. The bottom of the pipe shall be at least eight inches above the bottom of the base and the top of the base at the top of the pipe shall be flush to the top of the pipe. The top surface of the base shall have a minimum two percent slope upward from the pipe to the wall.
- K. Pipe boots are required at all connections to the manhole and a smooth transition is required between pre-cast manhole base and pipe.
- L. Open channels within the manhole base shall be sized to match outgoing pipe capacity. Side channels shall be curved to provide a smooth transition into the main flow across the manhole base.
- M. No pipe bell is permitted in the manhole.

3.04 LATERAL CONNECTIONS

- A. Install factory-made wyes for new sewer mains and saddle attachment, Romac style "CB", or approved equivalent, for nose-on to existing sewer main. The laterals must not protrude into the sewer main beyond what the attachment design calls for.
- B. Install the sewer lateral such that the angle between the centerline of the sewer lateral connects at an angle of at least 30 degrees (10 o'clock or 2 o'clock positions) above the centerline of the sewer main.

- C. The lateral piping shall be schedule 40 PVC and shall be green in color for sewer and white in color for land drain.
 - D. The sewer lateral shall be separated from the water line at least three feet horizontally or at least 18" deeper than the water line.
 - E. The lateral trench shall be open and the top of lateral shall be exposed to allow for slope measurement.
 - F. The connections with the lateral stubs shall be open for visual inspection.
 - G. Laterals shall have a minimum slope of 0.25 inch per foot.
 - H. Laterals shall not run closer than two feet to a building after exiting and shall be at least four feet deep from final grade.
 - I. Laterals must be laid in a bed of inch minus gravel at least three inches deep and chinked such that the lateral does not deflect when stepped on. After inspection by the District, the lateral shall be covered by a layer of inch minus gravel at least three inches deep before covering and compacting with soil.
 - J. Lateral joints shall be gasketed or clearly well bonded. If not, a leak test may be required by the inspector.
 - K. The house end of the laterals shall be temporarily capped to prevent infiltration, preferably by a solid cap.
 - L. No sewer lateral connections shall be made to a manhole on a sewer main.
 - M. A cleanout shall be installed near the building, or just inside the building. Outside cleanouts shall have a brass cap and shall not be buried but may be lowered to final grade.
 - N. A cleanout shall be installed at least every 100 feet and whenever a change in direction of the sewer lateral exceeds 135 degrees.
 - O. Ninety-degree elbows in the laterals are prohibited. Use forty-five degree or less elbows spaced at least one foot apart.
- 3.05 CLEANING AND FLUSHING OF SANITARY SEWER LINES
- A. Install a tight-fitting pneumatic or mechanical plug in the pipe that connects to the in-service main line and keep this plug in place until all construction, cleaning, video and pressure testing operations have been completed.
 - B. Temporarily install a tight-fitting, reinforced basket screen in the lowest pipe section of the nearest existing manhole to prevent debris from entering the existing sewer line. No flushing shall commence without this screen being in place.
 - C. Immediately after placement, thoroughly clean pipe lengths of all debris.
 - D. At the end of the day's work, or at any time the work is closed down for any reason, plug all open ends of the pipe to prevent entrance of small animals and foreign material of any kind into the pipe.
 - E. After all piping in a section is laid, thoroughly clean, flush and vacuum all debris from the new sewer mains.
- 3.06 VIDEO INSPECTION AND PRESSURE TESTING OF MAIN LINES
- A. After the sewer lines have been cleaned and flushed, the contractor shall arrange for video inspection at the contractor's expense.

- B. Just prior to video inspection of a section of line, water shall be run into the section to ensure that low spots in the section will be revealed.
 - C. All new sections shall be video inspected at a distance resolution and accuracy of no worse than 1 foot.
 - D. The video camera shall pause at all laterals and wide joints and be rotated to scan the laterals and joints for defects.
 - E. Improper lateral installation, wide joints, water pooling greater than one-inch depth or any noticeable bulges in the pipe wall shall be cause for the section to be excavated, re-bedded and re-inspected by video at the contractor's expense.
 - F. A copy of the video and documentation shall be provided to the District within one week of completion of continuous videoing and at least one week prior to placing asphalt over the new line.
 - G. Manhole to manhole segments shall be pressure tested in accordance with the ASTM F 1417 standard to ensure the integrity of main line joints and lateral connections and a report of this testing will be provided to the District at the same time as the inspection video.
- 3.07 VIDEO INSPECTION OF INDIVIDUAL STRUCTURE CONNECTION
- A. At the discretion of the District, MGSID may require a video inspection of a lateral connection to an individual structure (residence, business, building) from within the structure to confirm that no impermissible ground water connections have been made to the Sewer System.
 - B. Upon completion of construction of a new structure (and in any event before actual occupancy of said structure), the contractor shall notify MGSID that construction has been completed and is ready for occupancy. Within 48 hours of such notice, the District shall inform the owner and/or the contractor if a structure connection inspection will be required. If MGSID requires a structure connection inspection, the contractor shall arrange for a video inspection at the contractor's expense.
 - C. This structure connection inspection shall video that portion of the internal sewer plumbing that extends from the inside of the structure to the outside of the structure through the lateral connection, as well as down the external lateral cleanout, in order to verify no extraneous clear water connections have been made to the MGSID sewer system.

End of Article V

MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT
5455 West Old Highway Road
Mountain Green, UT 84050
801-876-3416 / Fax 801-876-3558

SANITARY SEWER ORDINANCE

ARTICLE VI RESTORATION OF EXISTING IMPROVEMENTS

PART ONE – GENERAL

1.01 WORK INCLUDED

- A. Construction or repair of fences, driveways, walls, landscaping, roadways, curbs, sprinkler systems, walks or any other structure or improvement (surface or subsurface) removed or damaged pursuant to completing the contract requirements.

1.02 QUALITY ASSURANCE

- A. Use adequate number of skilled workmen who are trained and experienced in the type of construction required.
- B. The quality of the finished restored improvement, as determined by the District, shall be of equal or better quality than was said improvement prior to being damaged or removed.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. As required to complete the restoration of existing improvements.
- B. At least equal to original improvement at the time of damage or removal, as determined by the District and Owner, and matching in finish and dimension.
- C. Shall be in accordance with requirements for governing municipality.

PART 3 – EXECUTION

3.01 PREPARATION

- A. Protect all public and private property adjacent to the work. Exercise due caution to avoid damage to such property.

3.02 RESTORATION

- A. Repair or replace all existing surface and subsurface improvements that were damaged or removed as a result of operations of work under this contract. In roads and driveways, the restored surface and base courses shall be at least equal in thickness to the existing.
- B. Restoration shall be of at least equal quality and identical in dimension to original improvement unless specified otherwise by the District or local jurisdiction having authority.

End of Article VI

MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT
5455 West Old Highway Road
Mountain Green, UT 84050
801-876-3416 / Fax 801-876-3558

SANITARY SEWER ORDINANCE

ARTICLE VII
DISTRICT ACCEPTANCE OF DEVELOPMENT SEWERS

PART ONE – GENERAL

1.01 DEMONSTRATION PERIOD

- A. For a period of two years from the date of installation, the Developer shall be totally responsible for all maintenance of the sanitary sewer collectors and interceptors that they install to serve their developments.
- B. Within that two-year period, the Developer shall document all sewer system maintenance operations within the development (e.g., cleaning and videoing, line unplugging, line movement stabilization or replacement) and shall inform the District of these operations by FAX or by letter.

1.02 PRE-ACCEPTANCE REVIEW

- A. After the two-year demonstration period, the Developer shall schedule a review of the development sewer system and documentation with the District.
- B. Within 30 days prior to the scheduled review, the Developer shall clean and record a new video of the development sewer system that will be provided to the District as part of the review.
- C. In this review the District's technical staff shall review the new video provided by the Developer and identify all known or suspected items of concern such as potential blockage points or land movements, and shall identify key manholes and recommend a schedule to check for partial blockage, repairs and for additional cleaning and re-videoing.

1.03 ACCEPTANCE PROCEDURE

- A. If the District considers the Developer's documentation and maintenance operations to be adequate, the District shall confirm acceptance of the sewer system by letter to the Developer.
- B. If the District considers some items to be unreasonably expensive to maintain, the District may refuse to accept responsibility for those items until the Developer provides a satisfactory solution for those problem items.

End of Article VII

Wasatch Peaks Ranch Utility District

UTAH15044

CROSS CONNECTION CONTROL POLICY

A policy related to “cross connection control and backflow-prevention control” at:

Utah Public Water System Name: Wasatch Peaks Ranch Utility District

State Assigned System Number: UTAH15044

Business Name: Wasatch Peaks Ranch Utility District

Address: 36 S State Street, Suite 500

City: Salt Lake City

State, Zip: Utah, 84111

Phone Number: 801-834-4205

=====

PART I:

CROSS CONNECTION CONTROL AND BACKFLOW PREVENTION

(1) In accordance with the Utah Division of Drinking Water (hereafter stated as the DDW) rule Section R309.105.12; It shall be against the policy adopted herewith by the Owner of the afore stated business, operating a public drinking water system as determined by the Utah DDW, to allow at any connection supplied with water from the potable water supply to the distribution system, any of the following:

- (a) To install or use any physical connection or arrangement of piping or fixtures, which may allow any fluid or substances unsuitable for human consumption to enter the potable water distribution system, as per the currently adopted plumbing code of the state of Utah.
- (b) Any employee, agent of owner, or owner, to install, or cause to have installed, any connection, arrangement, or fixtures without a Backflow Prevention Device or approved Assembly unless arranged otherwise by the Owner or authorized representative of the Owner.
- (c) To incorrectly install, cause, or allow to be incorrectly installed, any Backflow Prevention Device or Assembly required by the currently adopted plumbing code and amendments of the state of Utah.

(2) Any person found in violation of this policy shall be subject to reprimand or other appropriate disciplinary action, as determined by the Owner or duly authorized representative.

(3) Administration of this policy shall be in accordance with the most recently approved “Cross Connection Control Program of Utah. A copy of the manual may be viewed and/or downloaded from the state Division of Drinking Water’s website at drinkingwater.utah.gov.

(4) Backflow prevention assemblies, as required by code, will be required to be tested at least annually. The owner, or duly authorized agent of the owner, shall prepare and maintain a Backflow Assembly Information sheet on all such devices and Test results shall be maintained for a period of no less than five (5) years.

PART II:

This policy shall take effect on (Month),(Day),(Year). A copy of the policy shall be placed in the office of the aforementioned business, and will be reviewed for all new construction projects, additions or appurtenances to the water system, before installation.

Signed: _____

As so adopted on (date): _____

Title: --- _____

R309-105-12. Cross Connection Control.

(1) The water supplier shall not allow a connection to his system which may jeopardize its quality and integrity. Cross connections are not allowed unless controlled by an approved and properly operating backflow prevention assembly or device. The requirements of the

International Plumbing Code and its amendments as adopted by the Department of Commerce shall be met with respect to cross connection control and backflow prevention.

(2) Each water system shall have a functioning cross connection control program. The program shall consist of five designated elements documented on an annual basis. The elements are:

(a) a legally adopted and functional local authority to enforce a cross connection control program (i.e., ordinance, bylaw or policy);

(b) providing public education or awareness material or presentations;

(c) an individual with adequate training in the area of cross connection control or backflow prevention;

(i) Community water systems serving a population of 500 or greater shall have a certified Cross Connection Control Program Administrator by December 31, 2020. Refer to R309-305 for specific requirements.

(ii) Community water systems serving a population less than 500 shall have a certified Cross Connection Control Program Administrator by December 31, 2022. Refer to R309-305 for specific requirements.

(iii) Non-transient non-community and transient non-community water systems may be required to have a certified Cross Connection Control Program Administrator at the Director's discretion.

(d) written records of cross connection control activities, such as, backflow assembly inventory; and

(e) test history and documentation of on-going enforcement (hazard assessments and enforcement actions) activities.

(3) Suppliers shall maintain, as proper documentation, an inventory of each pressure atmospheric vacuum breaker, spill resistant pressure vacuum breaker, double check valve, reduced pressure zone principle assembly, and high hazard air gap used by their customers, and a service record for each such assembly.

(4) Backflow prevention assemblies shall be in-line serviceable (repairable), in-line testable and have approval through third party approval agencies to be used within a public drinking water system. Third party approval shall consist of any combination of two approvals, laboratory or field, performed by a recognized testing organization which has demonstrated competency to perform such tests.

(5) Backflow prevention assemblies shall be inspected and tested at least once a year, by an individual certified for such work as specified in R309-305. Suppliers shall maintain, as proper

documentation, records of these inspections. This testing responsibility may be borne by the water system or the water system management may require that the customer having the backflow prevention assembly be responsible for having the assembly tested.

(6) Suppliers serving areas also served by a pressurized irrigation system shall prevent cross connections between the two. Requirements for pressurized irrigation systems are outlined in Section 19-4-112 of the Utah Code.

CROSS CONNECTION CONTROL ORDINANCE
For
Wasatch Peaks Ranch Utility District
System, No. UTAH15044



The purpose of this ordinance is to protect the water supply of Wasatch Peaks Ranch Utility District (WPRUD) from contamination or pollution from any cross connections existing or potential; and to assure that approved backflow prevention assemblies are tested when put into service and at least on an annual basis thereafter. This ordinance is in compliance with Section R309.105.12 of the Utah Public Drinking Water Rules (UPDWR) and the International Plumbing Code as adopted by the State of Utah.

The installation or maintenance of any unprotected cross connection which would endanger the water supply of WPRUD is prohibited. Any such cross connection now existing or hereafter installed is hereby declared unlawful and shall be immediately protected or eliminated.

The control or elimination of cross connections and the criteria for determining the degree of hazard and prescribing appropriate levels of protection shall be in accordance with the Plumbing Code as adopted by the State of Utah and the UPDWR. Water service to any premises shall be contingent upon the customer providing appropriate cross connection control if determined necessary. Determinations and enforcement shall be the responsibility of WPRUD Utility Manager in conjunction with the Morgan County plumbing/building inspector. Water service may be refused or terminated to any premises where an unprotected cross connection may allow contamination or pollutants to backflow into the public drinking water system.

Authorized employees of WPRUD with proper identification, shall have access at reasonable hours of the day, to all areas of a premise or building to which drinking water is supplied for the purpose of conducting cross connection hazard assessment surveys. Water service may be refused or terminated, or maximum backflow protection may be required, to the premise where access to perform surveys is denied, where unprotected cross connections are located, or in the event that installed assemblies are not tested and maintained as required by State and local regulations.

Before any water service is terminated, a due process of notifying the customer and providing a reasonable time for compliance to be achieved will be observed according to the operating procedures of WPRUD. However, in the event of an actual backflow incident which endangers the public health, water service may be terminated immediately and not be restored until the cross connection is either eliminated or adequately protected.

ORDINANCE

For the

CONTROL OF BACKFLOW AND CROSS CONNECTIONS

SECTION 1. CROSS CONNECTION CONTROL –GENERAL POLICY

1.1 Purpose of Ordinance:

1.1.1 To protect the public drinking water supply of WPRUD from the possibility of contamination or pollution by requiring compliance with the Utah State Rules for Public Drinking Water Systems and the Plumbing Code as adopted by the State of Utah, that require cross connection control protection of all public drinking water systems in the State of Utah. Compliance with these codes will be considered reasonable diligence for the prevention of contaminants or pollutants which could backflow into the public drinking water system; and,

1.1.2 To promote the reasonable elimination or control of cross connection in the plumbing fixtures and industrial piping system(s) of the consumer, as required by the state and plumbing regulations to assure water system safety; and,

1.1.3 To provide for the administration of a continuing program of backflow prevention which will systematically examine risk and effectively prevent the contamination or pollution of the drinking water system.

1.2 Responsibility: Drinking Water Purveyor

1.2.1 WPRUD shall be responsible for the protection of the drinking water distribution system from the foreseeable condition leading to the possible contamination or pollution of the drinking water system due to the backflow of contaminants or pollutants into the drinking water supply.

1.2.2 Drinking water system surveys/inspections of the consumer's water distribution system(s) shall be conducted or caused to be conducted by individuals deemed qualified by and representing WPRUD. Survey records shall indicate compliance with the Utah State Rules for Public Drinking Water Systems and the Plumbing Code as adopted by the State of Utah. All such records will be maintained by WPRUD.

1.2.3 WPRUD shall schedule and notify in writing, all consumers of the need for the periodic system survey to ensure compliance with existing applicable minimum health and safety standards.

1.2.4 Selection of an approved backflow preventer for containment protection required at the service connection shall be determined from the results of the cross connection hazard assessment survey.

1.3 Responsibility: Consumer

1.3.1 To comply with this ordinance as a term and condition of water supply and consumer's acceptance of service is admittance of his/her awareness of his/her responsibilities as a water system user.

1.3.2 It shall be the responsibility of the consumer to purchase, install, and arrange testing and maintenance of any backflow prevention device/assembly required to comply with this ordinance. Failure to comply with this ordinance shall constitute grounds for discontinuation of service.

1.4 Responsibility: Plumbing Official

1.4.1 The plumbing official's responsibility to enforce the applicable sections of the plumbing code begins at the point of service (downstream or consumer side of the meter) and continues throughout the length of the consumer's water system.

1.4.2 The plumbing official will review all plans to ensure that unprotected cross connections are not an integral part of the consumer's water system. If a cross connection cannot be eliminated, it must be protected by the installation of an air gap or an approved backflow prevention device/assembly, in accordance with the Plumbing Code as adopted by the State of Utah.

1.5 Responsibility: Certified Backflow Technician, Surveyor, or Repair Person

1.5.1 Whether employed by the consumer or a utility to survey, test, repair, or maintain backflow prevention assemblies the Certified Backflow Technician, Surveyor, or Repair Person will have the following responsibilities:

- a. Ensuring that acceptable testing equipment and procedures are used for testing or repairing of backflow prevention assemblies.
- b. Record all testing and/or repairs and submit report forms to the consumer and the water purveyor within 30 days of work performed.
- c. Report to the water purveyor of any failed backflow assembly test within 5 days of work performed.

- d. Ensuring that replacement parts are equal in quality to parts originally supplied by the manufacturer of the assembly being repaired.
- e. Not changing the design, material, or operational characteristics of the assembly during testing, repair, or maintenance.
- f. Performing all tests of the mechanical devices/assemblies and shall be responsible for the competence and accuracy of all tests and reports.
- g. Ensuring that his/her Backflow Technician license is current, the testing equipment being used is acceptable to the State of Utah and is in proper operating condition.
- h. Being equipped with, and competent to use, all necessary tools, gauges, and other equipment necessary to properly test, and maintain backflow prevention assemblies.

1.5.2 Responsibility: Repair of backflow assemblies

In the case of a consumer requiring an assembly installation, repair, or relocation shall be done with individuals having appropriate licensure from the Utah Division of Professional Licensing.

SECTION 2. DEFINITIONS

2.1 Water Purveyor: The person designated to be in charge of the Water Department of WPRUD, is invested with the authority and responsibility for the implementation of an effective cross connection control program and for the enforcement of the provisions of this ordinance.

2.2 Approved Backflow Assembly: An assembly accepted by the Utah State Department of Environmental Quality, Utah State Rules for Public Drinking Water Systems, and the Plumbing Code as adopted by the State of Utah as meeting an applicable specification or as suitable for the proposed use.

2.3 Auxiliary Water Supply: Any water supply on or available to the premises other than the purveyor's public water supply will be considered as an auxiliary water supply. These auxiliary waters may include water from another purveyor's public potable water supply, secondary irrigation water, or any natural source(s) such as a private well, spring, river, stream, etc., or "used water" or "industrial fluids". These waters may be contaminated or polluted, or they may be objectionable and constitute an unacceptable water source over which the water purveyor does not have authority.

2.4 Backflow: The reversal of the normal flow of water caused by back-pressure or back-siphonage.

2.5 Back-Pressure: The reversal of the normal flow of water or other liquids, mixtures, or substances from a region of high pressure to a region of lower pressure caused by an increase of pressure in the downstream piping.

2.6 Back-Siphonage: The reversal of the normal flow of water or other liquids, mixtures, or substances under vacuum conditions caused by a sub-atmospheric pressure in the potable water system.

2.7 Backflow Preventer: An assembly or device designed to prevent backflow. Specifications for backflow prevention assemblies and devices are contained within the Utah State Rules for Public Drinking Water Systems and the Plumbing Code as adopted by the State of Utah.

2.8 Cross Connection: Any actual or potential connection between the public water system or the consumer's water system and any other source or auxiliary supply through which it is possible to introduce anything else. This would include temporary conditions, such as dual source connections, swing connections, removable sections, four way plug valves, spools, dummy sections of pipe, swivel or change-over devices, sliding multiport tubes, or other plumbing arrangements.

2.9 Contamination: Means a quality degradation of the potable water supply by a toxic substance that is introduced which poses a threat to public health. This would include sewage, industrial fluids, irrigation chemicals, boiler compounds, waste liquids, or other materials not suitable for human consumption.

2.10 Cross Connection-Controlled: A connection between a potable water system and an auxiliary supply or other cross connections with an approved backflow preventer properly installed and maintained so that it will continuously afford the protection commensurate with the degree of hazard.

2.11 Cross Connection-Containment: The installation of an approved backflow preventer at the water service connection to any customer's premises for cross connection control.

SECTION 3. REQUIREMENTS

3.1 Policy:

3.1.1 No water service connection to any premises shall be installed or maintained by the Water Purveyor unless the water supply is protected as required by the Utah State Rules for Public Drinking Water Systems and the Plumbing Code as adopted by the State of Utah and this

ordinance. Water service shall be discontinued by the water purveyor after due process of written notifications of violation and an appropriate time suspension for voluntary compliance, if:

- a. A backflow preventer is not installed, tested, and maintained as required by the Utah State Rules for Public Drinking Water Systems and the Plumbing Code as adopted by the State of Utah and this ordinance for cross connection control, or
- b. If it is found that a backflow preventer has been removed or by-passed, or
- c. If an unprotected cross connection exists on the premises, or
- d. If the cross connection hazard assessment survey has not been conducted.
- e. Service will not be restored until such conditions or defects are corrected.

3.1.2 The customer's system(s) shall be open for a cross connection hazard assessment survey at all reasonable times to authorized representatives of the water purveyor to determine whether cross connections or other structural or sanitary hazards, including violation of the Utah State Rules for Public Drinking Water Systems and the Plumbing Code as adopted by the State of Utah this ordinance exist.

3.1.3 An approved backflow preventer shall be installed on the service line of the identified consumer's water system, at or near the property line or immediately inside the building being served; but, in all cases, before the first branch line leading off the service line.

3.1.4 The type of backflow preventer assembly or device installed at this point of containment required under subsection 3.1.3, shall be determined by the Water Purveyor.

3.1.5 It shall be the responsibility of the consumer at any premises where backflow preventers are installed to have certified surveys; inspections, and operational tests at the consumer's expense.

3.1.6 All backflow prevention assemblies shall be tested within ten (10) working days of installation, relocation, or repair and annually thereafter. In processes where the Water Purveyor deems the hazard to be significant, he/she may require tests at a more frequent interval.

3.1.7 Backflow prevention assemblies shall be installed with 12 inches of surrounding clearance, and safely and readily accessible to Backflow Technicians, Repair Persons, and the Water Purveyor. No backflow prevention assemblies shall be installed so as to create a safety hazard. (Example: Installed over an electrical panel, steam pipes, boilers, or other unsafe location).

3.2 Violation of this Policy:

A violation of this ordinance exists if there has not been any corrective action taken by the consumer within ten (10) days of the written notification of the deficiencies as noted within the survey or test results. The water purveyor shall then deny or immediately discontinue service to the premises by providing a physical break in the service line until the customer has corrected the condition(s) in conformance with all State and local regulations and statutes relating to plumbing, safe drinking water suppliers, and this ordinance.

The foregoing Cross Connection Control ordinance was passed and approved by WPRUD of Wasatch Peaks Ranch, Morgan County, Utah, on the _____ day of _____, 20____

Approver:

(Approver official Name and Title)

ATTEST:

(Clerk or Recorder Official Name and Title)

(Seal)



Special Districts Master Services Agreement

Wasatch Peaks Ranch Utility District
 36 South State Street, Suite 500, Salt Lake City, UT, 84111
 MSA Date: October 15, 2023

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for Wasatch Peaks Ranch Utility District (“you,” “your,” “board of trustees” or “the district”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

Scope of professional services

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal control as part of any services.

Board of trustee responsibilities

The board of trustees of the district acknowledge and understand that our role is to provide the services identified in one or more SOWs issued per this MSA and that the board of trustees of the district has certain responsibilities that are fundamental to our undertaking to perform the identified services. The district may engage CLA to perform management functions to help the board of trustees of the district to meet your responsibilities, but the board of directors of the district acknowledges its role in management of the district.

Responsibilities and limitations related to nonattest services

For all nonattest services we may provide to you, you agree to oversee all management services; evaluate

the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services. CLA and the district agree that the foregoing sentence is not intended and shall not be construed to be a limitation of liability for the benefit of CLA nor an exculpatory clause for the benefit of CLA. CLA is and will remain liable to the district for CLA's negligence and gross negligence in the work that it performs under this MSA or under any SOW.

Fees and terms

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures permitted by this MSA through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform claconnect.com/billpay accepts credit card and Automated Clearing House (ACH) payments. Instructions for making direct bank to bank wire transfers or ACH payments will be provided upon request.

Other Fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one percent (1.00%), which is an annual percentage rate of 12%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable if and as provided by Utah law.

Limitation of remedies

Each party agrees that in no event shall the other party be liable for any indirect, special, incidental, consequential, punitive or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages related to CLA's acts or omissions in performance of our duties under the terms of this MSA or any SOW issued under this MSA.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. Any legal or equitable action brought by the district to recover on a dispute shall be commenced within the applicable statute of limitations under Utah state statutes and case law.

CLA shall be authorized to the following cash access services:

- Using any or a combination of the following methods and approval processes, we may pay your vendors and service providers based upon invoices that you have reviewed and approved:
 - Paper checks – we will prepare the checks for your approval and wet ink signature
 - Payments using Bill.com – we will only release payments after you have electronically approved and authorized such payments
 - ACH/Wire – we will use this method as needed/as requested, with your approval

We understand that you will designate one or more members of the board of trustees to approve disbursements using the above methods.

- Obtain administrator access to your bank accounts for purposes of performing the duties documented in our engagement letter identified above
- Take deposits to the bank that include cash

Board of Trustees' responsibilities relevant to CLA's access to your cash

All members of your board of trustees are responsible for the processes below; however, we understand that you will designate one or more board of trustees to review and give approvals for disbursements. All approvals must be documented in writing, either electronically or manually, then formally ratified in board meetings and documented in the meeting minutes.

- Approve all invoices and check payments
- Approve all new vendors and customers added to the accounting system
- Approve non-recurring wires to external parties
- Pre-approve for recurring wires, then board of trustees will ratify approval
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid
- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations

Other provisions

Except as expressly permitted by the “Consent” section of this agreement, CLA shall not disclose any confidential, proprietary, or privileged information of the district or you to any person or party, unless the district or you authorizes us to do so, it is published or released by the district, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA or as required by the Utah Government Records Access and Management Act, Utah Code 63G-2 (“GRAMA”).

Insurance:

CLA shall acquire and maintain in full force and effect, during the entire term of the MSA, the insurance coverages set forth in below in order to protect the district including its board of trustees and CLA from claims that arise out of or result from the operations under this MSA by the CLA or its affiliates or by anyone acting on their behalf or for which they may be liable. Failure to maintain the insurance policies shall be a material breach of this MSA and the district may request certificates of insurance reflecting the coverages outlined below.

- A. Workers’ Compensation Insurance
- B. Commercial General Liability Insurance
- C. Commercial Automobile Liability Insurance
- D. General Professional Liability
- E. Network Security (Cyber) Liability Insurance
- F. Excess/Umbrella Liability Coverage

The relationship of CLA with the district shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those

normally utilized in a district of your size and nature. Internal controls may be recommended relating to the safeguarding of the district's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The district agrees that CLA will assume fiduciary responsibility on the district's behalf during the course of this agreement only if provided in SOWs issued under this MSA; and the parties, in entering into this MSA, do not intend to create an overarching fiduciary relationship.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

Annual Appropriation and Budget

The district does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. CLA expressly understands and agrees that the district's obligations under this MSA shall extend only to monies appropriated for the purposes of this MSA by the board of trustees and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this MSA shall be construed or interpreted as a delegation of governmental powers by the district, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the district or statutory debt limitation. No provision of this MSA shall be construed to pledge or to create a lien on any class or source of district funds. The district's obligations under this MSA exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this MSA.

Governmental Immunity

Nothing in this MSA shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the district, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the district and, in particular, governmental immunity afforded or available to the district pursuant to the Utah law.

No Third-Party Beneficiaries

It is expressly understood and agreed that enforcement of the terms and conditions of this MSA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this MSA shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this MSA shall be deemed to be an incidental beneficiary only.

Personal Identifying Information

During the performance of this MSA, the district may disclose Personal Identifying Information to CLA. "Personal Identifying Information" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data; an employer, student, or military identification number; or

a financial transaction device. CLA agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to CLA; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

CLA agrees to report within twenty-four (24) hours to the district’s board of trustees any Data Security Incidents that may result in the unauthorized disclosure of Personal Identifying Information. For the purposes of this MSA “Data Security Incident” is defined to mean any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to, CLA systems; (b) inability to access business and other proprietary information, data, or the CLA systems due to a malicious use, attack, or exploit of such business and other proprietary information or systems; (c) unauthorized access to, theft of, or loss of business and other proprietary information, or of storage devices that could reasonably contain such information; (d) unauthorized use of business and other proprietary information or data for purposes of actual or reasonably suspected theft, fraud, or identity theft; (e) unauthorized disclosure of business and other proprietary information or data.

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of Wasatch Peaks Ranch Utility District information, excluding Personal Identifying Information, in these cost comparison, performance indicator, and/or benchmarking reports.

Technology

CLA may, at times, use third-party software applications to perform services under this agreement. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

Counterpart Execution

This MSA may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Electronic Signatures

The parties consent to the use of electronic signatures pursuant to Utah law, as may be amended from time to time. The MSA, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the district. The parties agree not to deny the legal effect or enforceability of the MSA solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the MSA in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

MSA Modification

The MSA may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the parties.

Termination of MSA

Either party may terminate this MSA at any time by giving 30 days written notice to the other party. In that event, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

Agreement

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

CliftonLarsonAllen LLP

Shelby Clymer

Principal

303-265-7812

shelby.clymer@CLAconnect.com

Response

This MSA correctly sets forth the understanding of Wasatch Peaks Ranch Utility District and is accepted by:

CLA
CliftonLarsonAllen LLP

Shelby Clymer

Shelby Clymer, Principal

SIGNED 1/23/2024, 11:55:51 AM CST

Client
Wasatch Peaks Ranch Utility District

SIGN:

Vance Bostock, Board Chair

DATE:



Special Districts Preparation Statement of Work

Date: January 1, 2024

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Wasatch Peaks Ranch Utility District (“you,” “your,” “board of trustees” or “the district”) dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

Scope of professional services

Shelby Clymer is responsible for the performance of the preparation engagement and other services identified in this agreement. They may be assisted by one or more of our authorized signers in the performance of the preparation engagement.

Ongoing normal accounting services:

- Outsourced accounting activities
 - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
 - Cash receipts journal
 - Cash disbursements journal
 - General ledger
 - Accounts receivable journals and ledgers
 - Deposits with banks and financial institutions
 - Schedule of disbursements
 - Bank account reconciliations
 - Investment records
 - Detailed development fee records

- Process accounts payable including the preparation and issuance of checks for approval by the board of trustees
- Prepare billings, record billings, enter cash receipts, and track revenues
- Reconcile certain accounts regularly and prepare journal entries
- Prepare depreciation schedules
- Prepare quarterly financial statements and supplementary information, but not perform a compilation with respect to those financial statements; additional information is provided below
- Prepare a schedule of cash position to monitor the district's cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district's board of trustees and in accordance with state law
- At the direction of the board of trustees, assist with the coordination and execution of banking and investment transactions and documentation
- Prepare the annual budget and assist with the filing of the annual budget
- Assist the district's board of trustees in monitoring actual expenditures against appropriation/budget
- If an audit or agreed-upon-procedures is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district's auditors
- If an audit is not required, prepare a Small Entity Report
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required
- Review claims for reimbursement from related parties prior to the board of trustees' review and approval
- Read supporting documentation related to the district's acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness
 - Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW
 - These procedures may not satisfy district policies, procedures, and agreements' requirements

- Note: our procedures should not be relied upon as the final authorization for this transaction
- Attend board meetings as requested
- Be available during the year to consult with you on any accounting matters related to the district
- Review and approve monthly reconciliations and journal entries prepared by staff
- Reconcile complex accounts monthly and prepare journal entries
- Analyze financial statements and present to management and the board of trustees
- Develop and track key business metrics as requested and review periodically with the board of trustees
- Document accounting processes and procedures
- Continue process and procedure improvement implementation
- Report on cash flows
- Assist with bank communications
- Perform other non-attest services

Preparation services - financial statements

We will prepare the quarterly financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable of the district, which comprise the balance sheet – governmental funds and the related statement of revenues, expenditures, and changes in fund balance – general fund. The financial statements will not include the related notes to the financial statements; the government-wide financial statements; the statement of revenues, expenditures, and changes in fund balances – governmental funds; statement of cash flows for business type activities, if applicable; and required supplementary information.

Preparation services - annual

If an audit or agreed-upon-procedures is required, we will prepare the year-end financial statements of the government wide governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable, and Management Discussion and Analysis, if applicable, which collectively comprise the basic financial statements of the district, and the related notes to the financial statements. The year-end financial statements, including the related notes to the financial statements, will be prepared for use by the district's auditors.

Preparation services – prospective financial information (i.e., unexpired budget information)

You have requested that we prepare the financial forecast, which comprises the forecasted financial statements identified below.

A financial forecast presents, to the best of management's knowledge and belief, the entity's expected financial position, results of operations, and cash flows for the forecast period. It is based on management's assumptions reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

The financial forecast will omit substantially all of the disclosures required by the guidelines for presentation of a financial forecast established by the American Institute of Certified Public Accountants (AICPA presentation guidelines) other than those related to the significant assumptions.

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast.

References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

Engagement objectives and our responsibilities

The objectives of our engagement are to:

- a)** Prepare quarterly financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by you and information generated through our outsourced accounting services.
- b)** As requested, apply accounting and financial reporting expertise to assist you in the presentation of your quarterly financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c)** Prepare the annual budget in accordance with the requirements prescribed by Utah law based on information provided by you.
- d)** Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by Utah law.
- e)** If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.

- f) If applicable, we will complete the Small Entity Report in the form prescribed by the Utah Office of the State Auditor.

We will conduct our preparation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Engagement procedures and limitations

We are not required to, and will not, verify the accuracy or completeness of the information provided to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements, the annual budget, the Small Entity Report (if an audit is not required), the year-end financial statements (if an audit is required), and the supplementary information.

Our engagement cannot be relied upon to identify or disclose any misstatements in the quarterly financial statements, the annual budget, the Small Entity Report, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any wrongdoing within the district or noncompliance with laws and regulations. However, if any of the foregoing are identified as a result of our engagement, we will promptly report this information to the board of trustees of the district. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement, but will promptly report them to the board of trustees of the district if they are identified. You agree that we shall not be responsible for any misstatements in the district's financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

No assurance statements

The quarterly financial statements prepared for the district will not be accompanied by a report. However, management agrees that each page of the financial statements will include a statement clearly indicating that no assurance is provided on them.

As part of our preparation of financial statements each page of the financial statements and supplementary information will include the following statement: "No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures, and changes in fund balances – governmental funds have been omitted if applicable, For business type activities, the Statement of Cash Flows has been omitted".

If an audit is required, the year-end financial statements prepared for use by the district's auditors will not be accompanied by a report. However, management agrees that each page of the year-end financial statements will include a statement clearly indicating that no assurance is provided on them.

Management responsibilities

The financial statement engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with U.S.

GAAP and assist management in the presentation of the financial statements in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed by Utah law and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Utah law.

The Small Entity Report engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Small Entity Report in accordance with the requirements prescribed by the Utah Office of the State Auditor and assist management in the presentation of the Small Entity Report in accordance with the requirements prescribed by the Utah Office of the State Auditor.

We are required by professional standards to identify management's responsibilities in this agreement. Professional standards define management as the persons with executive responsibility for the conduct of the district's operations and may include some or all of those charged with governance. Those standards require that you acknowledge and understand that management has the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a)** The selection of the financial reporting framework to be applied in the preparation of the financial statements, the annual budget, and the Small Entity Report.
- b)** The preparation and fair preparation of the financial statements in accordance with U.S. GAAP, except as identified as above, the preparation and fair presentation of the annual budget in accordance with the requirements prescribed by Utah law, and the preparation and fair presentation of the Small Entity Report (if applicable) in accordance with the requirements prescribed by the Utah Office of the State Auditor.
- c)** The presentation of the supplementary information.
- d)** The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, the annual budget, and the Small Entity Report (if applicable) that are free from material misstatement, whether due to fraud or error.
- e)** The prevention and detection of fraud.
- f)** To ensure that the entity complies with the laws and regulations applicable to its activities.
- g)** The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- h)** To provide us with the following:
 - i)** Access to all information relevant to the preparation and fair presentation of the financial

statements, and the annual budget, the Small Entity Report (if applicable) such as records, documentation, and other matters.

- ii) Additional information that may be requested for the purpose of the engagement.
- iii) Unrestricted access to persons within the entity with whom we determine it necessary to communicate.

We understand that you are engaging us to make recommendations and perform services to help you meet your responsibilities relevant to the preparation and fair presentation of the financial statements, the annual budget, and the Small Entity Report (if applicable).

For all accounting services we may provide to you, including the preparation of your financial statements, the annual budget, and the Small Entity Report (if applicable), management agrees to assume all management responsibilities; oversee the services by designating an individual (i.e., the board treasurer); evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

Fees and terms

Billing rates guaranteed through December 31, 2024:

Services performed by	Rate per hour
Principal	\$300-\$600
Consulting CFO	\$290-\$400
Consulting Controller	\$240-\$380
Assistant Controller	\$210-\$290
Senior	\$150-\$220
Staff	\$130-\$190
Administrative Support	\$120-\$170

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and

administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

Use of financial statements, the annual budget, the Small Entity Report

The financial statements, the annual budget, and the Small Entity Report (if applicable) are for management's use. If you intend to reproduce and publish the financial statements, the annual budget, and the Small Entity Report (if applicable) and our report thereon, they must be reproduced in their entirety. Inclusion of the financial statements, the annual budget, and the Small Entity Report (if applicable) in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

With regard to the electronic dissemination of financial statements, the annual budget, and the Small Entity Report (if applicable) that have been subjected to a compilation engagement, including financial statements, the annual budget, and the Small Entity Report (if applicable) published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Municipal advisors

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP

Shelby Clymer
Principal
303-265-7812
shelby.clymer@CLAconnect.com

Response

This SOW correctly sets forth the understanding of Wasatch Peaks Ranch Utility District and is accepted by:

CLA
CliftonLarsonAllen LLP

Shelby Clymer

Shelby Clymer, Principal

SIGNED 1/23/2024, 11:56:04 AM CST

Client
Wasatch Peaks Ranch Utility District

SIGN:

Vance Bostock, Board Chair

DATE:



Special Districts Public Management Services Statement of Work

Date: February 19, 2024

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Wasatch Peaks Ranch Utility District (“you,” “your,” “board of trustees” or “the district”) dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

Scope of professional services

Josh Miller is responsible for the performance of the engagement and other services identified in this agreement.

Scope of Management Services

CLA will perform the following services for the district:

District Board of Trustees (“Board”) Meetings

- Coordination of board meetings
- Meeting attendance: district manager and/or designee will attend board meetings
- Preparation and distribution of agenda and informational materials as requested by the district
- Drafting of meeting minutes as assigned for approval by the board of trustees
- Preparation and posting of notices required in conjunction with the meetings

Recordkeeping

- Maintain directory of persons and organizations for correspondence
- Repository of district records and act as custodian of records for purposes of Utah Code 63G-2 Government Records Access and Management Act (GRAMA), addresses government records and the management of those records

Communications

- Assist with or lead the coordination of communication with municipal, county, or state governmental agencies as requested by the district

General Administration

- Coordination with district’s insurance provider including insurance administration, comparison of coverage, processing claims, and completion of applications
- Coordination of insurance policy renewals and updates for approval by the district’s board of trustees
- In collaboration with district counsel, ensure contractors and sub-contractors maintain the required insurance coverage as required by the district
- Under the direction of the board of trustees, supervise project processes and vendors as assigned by the board
- Coordinate with legal, accounting, engineering, auditing and other consultants retained by the district as directed by the board (CLA itself will not and cannot provide legal services)
- Assist with or lead the coordination efforts with municipal, county, or state governmental agencies as requested by the district
- Coordinate the administration of the district’s rules and regulations as requested by the board

Accounts Payable Services to be Provided

- Coordinate review and approval of invoices with district accountant and board to ensure timely payment to vendors

In addition to these services, when, in the professional opinion of the district manager, other services are necessary, the district manager shall recommend the same to the board or perform such services and report to the board the nature of such services, the reason they were required, and the result achieved; provided however, with the exception of emergencies, that if such additional services are expected to cost more than \$2,000, the district manager shall discuss such costs with the board and receive prior authorization to perform such services.

Fees and terms

Billing rates guaranteed through December 31, 2024:

Services performed by	Rate per hour
-----------------------	---------------

Principal	\$320-\$460
Public Manager	\$190-\$265
Assistant Public Manager	\$150-\$180
Public Management Analyst	\$145-\$170
District Administrator	\$140-\$180
Records Retention Professional	\$110-\$155

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

Municipal advisors

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP

Josh Miller
Principal
7192847226
josh.miller@claconnect.com

Response

This SOW correctly sets forth the understanding of Wasatch Peaks Ranch Utility District and is accepted by:

CLA
CLA

Client
Wasatch Peaks Ranch Utility District

SIGN:

Josh Miller, Principal

DATE:

SIGN:

Vance Bostock, Board Chair

DATE:

When Recorded Return to:

Anaya Gayle
Holland & Hart LLP
222 South Main Street, Suite 2200
Salt Lake City, UT 84101

FIRST AMENDMENT TO EASEMENT AGREEMENT

This First Amendment to Easement Agreement (“**Amendment**”) is effective as of this 7th day of February 2024 by and between WASATCH PEAKS RANCH, LLC, a Delaware limited liability company (“**WPR**”) and WPR UTILITY DISTRICT, a special district and body corporate and politic of the State of Utah, its successors and assigns (“**District**”, which defined term shall include its successors-in-interest, affiliates, employees, contractors, subcontractors, licensees, invitees, and agents only when acting in their official roles with District and not to any or all individually). WPR and District are at times referred to herein individually as a (“**Party**”) and collectively as the (“**Parties**”).

WITNESSETH:

- A. WPR and District entered that certain Easement Agreement dated December 29, 2023, and recorded in the official records of the Morgan County, Utah Recorder (the “**Official Records**”) on December 29, 2023, as Entry No. 164969 in Book 405 at Page 1411 (the “**Easement**”).
- B. The parties desire to modify and amend the Easement, as provided in this Amendment, specifically to relocate the easement created therein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree to modify and amend the Easement as follows:

1. Legal Description of the Property of Easement. The description of the Easement, as set forth in Exhibit “A” of the Easement, is hereby deleted in its entirety and replaced by Exhibit “A-1” which is attached hereto and incorporated by this reference. Hereafter, all references in the Easement to Exhibit “A” shall mean and refer to Exhibit “A-1” attached to this Amendment.

2. Continuing of Easement. Except as modified by this Amendment, the Easement shall continue in full force and effect in accordance with its terms. In the event of any conflict between the Easement and this Amendment, this Amendment shall control. If, for any reason, this Amendment shall be deemed to be invalid or unenforceable, the terms and provisions of the Easement shall continue in full force and effect.

3. Priority of Easement. Nothing in this Amendment shall change or affect the priority in title of the Easement, and the Easement shall remain in effect and in the same priority of title as of the date it was recorded.

4. Recitals and Defined Terms. The recitals are a material part of this Amendment and are incorporated as part of this Amendment. Any capitalized terms not otherwise defined in this Amendment shall have the same meanings as set forth in the Easement.

[Remainder of page is blank. Signature pages follow.]

IN WITNESS WHEREOF, WPR has caused its corporate name to be hereunto affixed by its duly authorized officer this 14TH day of FEBRUARY, 2024.

WPR:

WASATCH PEAKS RANCH, LLC, a Delaware limited liability company

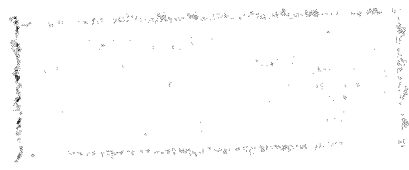
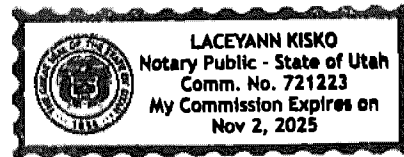
By: [Signature]
Name: Gary Derck
Title: Authorized Officer

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me on FEBRUARY 14, 2024, by Gary Derck, as Authorized Officer of Wasatch Peaks Ranch, LLC, a Delaware limited liability company.

[Signature]
Notary Public
Residing at: SALT LAKE CITY, UTAH

My Commission Expires:
NOVEMBER 2, 2025



IN WITNESS WHEREOF, District has caused its corporate name to be hereunto affixed by its duly authorized officer this 14th day of FEBRUARY, 2024.

DISTRICT:

WPR UTILITY DISTRICT, a special district and body corporate and politic of the State of Utah

By: [Signature]
Name: Ed Schultz
Title: Chair

STATE OF UTAH)
 §
COUNTY OF ~~BOX ELDER~~)
 SALT LAKE

The foregoing instrument was acknowledged before me on FEBRUARY 14, 2024, by Ed Schultz, as Chair of WPR Utility District, a special district and body corporate and politic of the State of Utah.

[Signature]
Notary Public

Residing at: SALT LAKE CITY, UTAH

My Commission Expires:

NOVEMBER 2, 2025

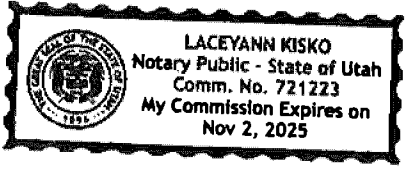


EXHIBIT A-1

LEGAL DESCRIPTION OF THE PROPERTY

TEN PARCELS OF REAL PROPERTY SITUATED IN MORGAN COUNTY, UTAH, MORE PARTICULARLY DESCRIBED BELOW.

PARCEL 1:

Tank 2 Description

A 57.66-foot radius circle, the center point is located 3948.62 feet North 00°27'24" East and 710.85 feet West from the Southeast corner of Section 2, Township 4 North, Range 1 East, Salt Lake Base and Meridian (2021 Morgan County Alum Cap).

Pump 2 Description

Beginning at a point being 3642.77 feet North 00°27'24" East and 564.88 feet West from the Southeast corner of Section 2, Township 4 North, Range 1 East, Salt Lake Base and Meridian (2021 Morgan County Alum Cap) and running thence West 106.26 feet; thence North 82.00 feet; thence East 106.26 feet; thence South 82.00 feet to the Point of Beginning.

Contains 8,713 Sq. Ft. or 0.200 Acres.

Waterline Easement (South Line)

Beginning at a point being on the northerly right of way line of Wasatch Peaks Road as shown on Wasatch Peaks Ranch Plat 1, recorded on May 3, 2022, as Entry No. 160852, in Book 391 at Page 382 in the office of the Morgan County Recorder, said point also being 2690.37 feet North 00°27'24" East and 449.75 feet West from the Southeast corner of Section 2, Township 4 North, Range 1 East, Salt Lake Base and Meridian (2021 Morgan County Alum Cap) and running thence, along the said northerly right of way line of Wasatch Peaks Road, the following three (3) courses: (1) southerly 75.01 feet along the arc of a 525.00 foot radius curve to the left, through a central angle of 8°11'10", chord bears South 02°03'23" West 74.94 feet, (2) South 02°02'12" East 196.00 feet, (3) southerly 24.58 feet along the arc of a 475.00 foot radius curve to the right, through a central angle of 2°57'54", chord bears South 00°33'15" East 24.58 feet; thence North 02°51'34" West 207.15 feet; thence North 16°00'55" West 536.44 feet; thence North 18°17'16" West 462.87 feet; thence North 05°57'37" West 203.38 feet; thence South 89°22'25" East 133.34 feet; thence North 45°06'26" West 118.67 feet; thence North 03°43'04" East 51.83 feet; thence easterly 30.37 feet along the arc of a 57.66 foot radius curve to the left, through a central angle of 30°10'38", chord bear South 88°28'19" East 30.02 feet; thence South 03°43'04" West 39.31 feet; thence South 45°03'59" East 120.55 feet; thence South 00°19'19" East 43.40 feet; thence West 39.81 feet; thence North 00°19'19" West 3.15 feet; thence North 89°22'24" West 92.51 feet; thence South 05°57'37" East 166.44 feet; thence South 18°17'16" East 460.22 feet; thence South 16°00'55" East 453.61 feet to the Point of Beginning.

Contains 44,410 Sq. Ft. or 1.020 Acres.

Waterline Easement (North Line)

Beginning at a point being 3999.81 feet North 00°27'24" East and 737.81 feet West from the Southeast corner of Section 2, Township 4 North, Range 1 East, Salt Lake Base and Meridian (2021 Morgan County Alum Cap) and running thence southwesterly 30.38 feet along the arc of a 57.66 foot radius curve to the left, through a central angle of 30°11'03", chord bears South 47°29'28" West 30.03 feet; thence

North 45°00'25" West 16.65 feet; thence North 02°23'39" East 210.84 feet; thence North 08°44'53" East 106.08 feet; thence North 16°31'04" East 531.37 feet; thence North 18°56'41" East 629.14 feet to the northerly line of said Section 2; thence, along said northerly line of Section 2, North 89°30'35" East 31.81 feet; thence South 18°56'41" West 639.09 feet; thence South 16°31'04" West 528.69 feet; thence South 08°44'53" West 102.38 feet; thence South 02°23'39" West 196.01 feet; thence South 45°00'25" East 4.79 feet to the Point of Beginning.

Contains 44,436 Sq. Ft. or 1.020 Acres.

Parcel No.: 00-0090-3205

PARCEL 2:

Tank 1 Description

A 52.50-foot radius circle, the center point is located 3672.58 feet North 00°05'04" West and 4794.38 feet West from the Southeast corner of Section 35, Township 5 North, Range 1 East, Salt Lake Base and Meridian (1952 BLM Brass Cap).

Pump 1 Description

Beginning at a point being 1371.27 feet North 00°05'04" West and 161.77 feet West from the Southeast corner of Section 35, Township 5 North, Range 1 East, Salt Lake Base and Meridian (1952 BLM Brass Cap) and running thence South 86°12'58" West 154.17 feet; thence North 03°47'02" West 82.00 feet; thence North 86°12'58" East 154.17 feet; thence South 03°47'02" East 82.00 feet to the Point of Beginning.

Contains 12,642 Sq. Ft. or 0.290 Acres.

Waterline Easement (South Line)

Beginning at a point being 370.94 feet South 89°30'35" West from the Southeast corner of Section 35, Township 5 North, Range 1 East, Salt Lake Base and Meridian (1952 BLM Brass Cap) and running thence South 89°30'35" West 31.81 feet; thence North 18°56'41" East 738.11 feet; thence North 03°47'36" West 632.49 feet; thence North 50°03'04" West 61.72 feet; thence North 86°12'58" East 43.40 feet; thence South 50°03'04" East 43.17 feet; thence South 03°47'36" East 651.34 feet; thence South 18°56'41" West 733.56 feet to the Point of Beginning.

Contains 42,906 Sq. Ft. or 0.985 Acres.

Waterline Easement (Middle)

Beginning at a point being 1452.91 feet North 00°05'04" West and 169.87 feet West from the Southeast corner of Section 35, Township 5 North, Range 1 East, Salt Lake Base and Meridian (1952 BLM Brass Cap) and running thence South 86°12'58" West 30.29 feet; thence North 11°40'49" West 16.93 feet; thence North 38°11'57" West 221.08 feet; thence North 53°13'45" West 1607.44 feet; thence North 52°44'04" West 794.31 feet; thence North 68°40'16" West 123.09 feet; thence North 83°34'59" West 115.43 feet; thence North 77°15'23" West 1870.28 feet; thence South 78°58'05" West 108.04 feet; thence North 61°38'10" West 148.60 feet; thence North 75°12'30" West 204.00 feet; thence northerly 31.43 feet along the arc of a 52.50 foot radius curve to the left, through a central angle of 34°17'53", chord bears North 00°29'09" East 30.96 feet; thence

South 75°12'30" East 215.22 feet; thence South 61°38'10" East 141.43 feet; thence North 78°58'05" East 103.62 feet; thence South 77°15'23" East 1874.94 feet; thence South 83°34'59" East 117.69 feet; thence South 68°40'16" East 131.22 feet; thence South 52°44'04" East 798.38 feet; thence South 53°13'45" East 1611.27 feet; thence South 38°11'57" East 232.11 feet; thence South 11°40'49" East 28.16 feet to the Point of Beginning.

Contains 156,900 Sq. Ft. or 3.602 Acres.

Waterline Easement (North)

Beginning at a point being 3722.44 feet North 00°05'04" West and 4810.72 feet West from the Southeast corner of Section 35, Township 5 North, Range 1 East, Salt Lake Base and Meridian (1952 BLM Brass Cap) and running thence southwesterly 30.42 feet along the arc of a 52.50 foot radius curve to the left, through a central angle of 33°12'13", chord bears South 55°10'18" West 30.00 feet; thence North 35°06'47" West 92.17 feet; thence North 81°05'44" West 408.95 feet to the westerly line of said Section 35; thence, along the said westerly line of Section 35, North 00°08'38" East 30.35 feet; thence South 81°05'44" East 426.30 feet; thence South 35°06'47" East 105.04 feet the Point of Beginning.

Contains 15,443 Sq. Ft. or 0.355 Acres.

Parcel No.: 00-0091-4038

PARCEL 3:

Tank 4 Description

A 77.08-foot radius circle, the center point is located 220.16 feet North 00°11'29" East and 1801.63 feet West from the Southeast corner of Section 3, Township 4 North, Range 1 East, Salt Lake Base and Meridian, said point also being 278.48 feet North 00°27'24" East and 7118.07 feet West from the Southeast corner of Section 2, Township 4 North, Range 1 East, Salt Lake Base and Meridian (2021 Morgan County Alum Cap).

Tank 3 Description

A 51.92-foot radius circle, the center point is located 203.28 feet North 00°11'29" East and 468.73 feet West from the Southeast corner of Section 3, Township 4 North, Range 1 East, Salt Lake Base and Meridian, said point also being 261.61 feet North 00°27'24" East and 5785.09 feet West from the Southeast corner of Section 2, Township 4 North, Range 1 East, Salt Lake Base and Meridian (2021 Morgan County Alum Cap).

Pump 3 Description

Beginning at a point being 238.88 feet North 00°11'29" East and 403.58 feet West from the Southeast corner of Section 3, Township 4 North, Range 1 East, Salt Lake Base and Meridian, said point also being 297.20 feet North 00°27'24" East and 5720.10 feet West from the Southeast corner of Section 2, Township 4 North, Range 1 East, Salt Lake Base and Meridian (2021 Morgan County Alum Cap) and running thence South 67°57'35" West 22.64 feet; thence westerly 105.17 feet along the arc of a 51.92 foot radius curve to the left, through a central angle of 116°03'59", chord bears North 89°29'48" West 88.09 feet; thence North 22°02'25" West 106.23 feet; thence North 67°57'35" East 9.58 feet; thence North 22°02'25" West 64.00 feet; thence North 67°57'35" East 92.00 feet; thence South 22°02'25" East 64.00 feet; thence North 67°57'35" East 2.42 feet; thence South 22°02'25" East 140.00 feet to the Point of Beginning.

Contains 17,555 Sq. Ft. or 0.403 Acres.

Waterline Easement (West Line)

Beginning at a point being 1427.59 feet South 89°04'46" West from the Southeast corner of Section 3, Township 4 North, Range 1 East, Salt Lake Base and Meridian, said point also being 35.38 feet North 00°27'24" East and 6742.63 feet West from the Southeast corner of Section 2, Township 4 North, Range 1 East, Salt Lake Base and Meridian (2021 Morgan County Alum Cap) and running thence South 89°04'46" West 32.85 feet; thence North 23°06'21" East 160.72 feet; thence North 05°18'03" West 44.00 feet; thence North 35°44'49" West 45.53 feet; thence North 78°45'59" West 32.38 feet; thence North 88°36'26" West 101.00 feet; thence North 58°45'48" West 154.20 feet; thence South 87°47'37" West 30.14 feet; thence South 69°29'29" West 27.16 feet; thence South 43°58'34" West 5.23 feet; thence northwesterly 31.41 feet along the arc of a 77.08 foot radius curve to the left, through a central angle of 23°20'47", chord bears North 61°54'59" West 31.19 feet; thence North 43°58'34" East 20.56 feet; thence North 69°29'29" East 38.79 feet; thence North 87°47'37" East 43.99 feet; thence South 58°45'48" East 155.22 feet; thence South 88°36'26" East 95.58 feet; thence South 78°45'59" East 46.79 feet; thence South 35°44'49" East 65.52 feet; thence South 05°18'03" East 59.75 feet; thence South 23°06'21" West 154.94 feet to the Point of Beginning.

Contains 19,189 Sq. Ft. or 0.441 Acres.

Waterline Easement (East Line)

Beginning at a point being 526.74 feet South 89°04'46" West from the Southeast corner of Section 3, Township 4 North, Range 1 East, Salt Lake Base and Meridian, said point also being 49.86 feet North 00°27'24" East and 5842.02 feet West from the Southeast corner of Section 2, Township 4 North, Range 1 East, Salt Lake Base and Meridian (2021 Morgan County Alum Cap) and running thence South 89°04'46" West 45.35 feet; thence North 58°03'24" East 12.02 feet; thence North 18°40'50" East 159.98 feet; thence North 16°01'15" West 94.84 feet; thence North 24°59'26" East 19.31 feet; thence North 67°48'07" East 5.67 feet; thence South 22°02'25" East 30.61 feet; thence southeasterly 107.00 feet along the arc of a 51.92 foot radius curve to the left, through a central angle of 118°05'25", chord bears South 26°34'30" East 89.04 feet; thence South 18°51'45" West 169.06 feet to the Point of Beginning.

Contains 7,318 Sq. Ft. or 0.168 Acres.

Parcel No.: 00-0001-1583

PARCEL 4:

Waterline Easement (East Line)

Beginning at a point being 526.74 feet South 89°04'46" West from the Northeast corner of Section 10, Township 4 North, Range 1 East, Salt Lake Base and Meridian, said point also being 49.86 feet North 00°27'24" East and 5842.02 feet West from the Southeast corner of Section 2, Township 4 North, Range 1 East, Salt Lake Base and Meridian (2021 Morgan County Alum Cap) and running thence South 18°51'45" West 67.64 feet; thence South 32°31'31" West 131.26 feet; thence South 04°09'28" East 70.21 feet; thence South 29°44'06" East 62.73 feet; thence South 48°26'47" East 186.06 feet; thence South 34°27'08" East 116.00 feet; thence South 09°55'59" East 35.40 feet; thence South 32°13'23" West 91.99 feet; thence South 38°16'12" East 56.88 feet; thence South 29°09'47" East 234.53 feet; thence South 36°14'50" East 128.02 feet; thence South 12°11'57" East 235.36 feet; thence South 52°16'21" East

100.73 feet; thence South 26°34'37" East 84.14 feet; thence South 14°14'01" East 123.78 feet; thence South 14°02'00" West 80.43 feet; thence South 13°44'46" East 41.03 feet; thence South 45°25'19" East 19.76 feet to the easterly line of said Section 10; thence, along said easterly line of Section 10, South 00°12'52" East 42.27 feet; thence North 45°25'19" West 58.06 feet; thence North 13°44'46" West 56.96 feet; thence North 14°02'00" East 80.30 feet; thence North 14°14'01" West 112.98 feet; thence North 26°34'37" West 74.06 feet; thence North 52°16'21" West 104.83 feet; thence North 12°11'57" West 239.91 feet; thence North 36°08'33" West 125.33 feet; thence North 29°09'47" West 232.14 feet; thence North 38°16'12" West 75.69 feet; thence North 32°13'23" East 101.62 feet; thence North 09°55'59" West 17.31 feet; thence North 34°27'08" West 105.80 feet; thence North 48°26'47" West 187.32 feet; thence North 29°44'06" West 74.49 feet; thence North 04°09'28" West 86.96 feet; thence North 32°31'31" East 137.62 feet; thence North 18°51'45" East 16.76 feet; thence South 58°03'24" West 84.80 feet; thence South 71°18'30" West 51.62 feet; thence South 55°43'35" West 4.92 feet; thence South 07°36'41" West 76.78 feet; thence South 18°32'52" West 98.42 feet; thence South 33°41'14" West 73.72 feet; thence South 46°43'37" West 291.07 feet; thence South 76°02'37" West 91.59 feet; thence North 87°23'23" West 63.61 feet; thence South 00°25'20" East 4.66 feet; thence South 89°04'40" West 24.00 feet; thence North 00°25'20" West 6.15 feet; thence North 87°23'23" West 36.14 feet; thence South 78°31'19" West 91.83 feet; thence North 70°32'30" West 115.66 feet; thence North 26°41'33" West 52.14 feet; thence North 03°40'17" West 116.29 feet; thence North 31°16'46" West 132.44 feet; thence North 08°32'05" West 68.14 feet; thence North 06°53'00" East 68.45 feet; thence North 23°06'21" East 108.18 feet to the northerly line of said Section 10; thence, along said northerly line of Section 10, North 89°04'46" East 32.85 feet; thence South 23°06'21" West 117.28 feet; thence South 06°53'00" West 60.11 feet; thence South 08°32'05" East 58.05 feet; thence South 31°16'46" East 133.78 feet; thence South 03°40'17" East 117.56 feet; thence South 26°41'33" East 33.96 feet; thence South 70°32'30" East 95.28 feet; thence North 78°31'19" East 87.24 feet; thence South 87°23'23" East 123.13 feet; thence North 76°02'37" East 79.38 feet; thence North 46°43'37" East 279.79 feet; thence North 33°41'14" East 66.30 feet; thence North 18°32'52" East 91.56 feet; thence North 07°36'41" East 87.30 feet; thence North 55°43'35" East 22.42 feet; thence North 71°18'30" East 52.24 feet; thence North 58°03'24" East 98.06 feet to the northerly line of said Section 10; thence, along said northerly line of Section 10, North 89°04'46" East 45.35 feet to the Point of Beginning.

Contains 106,005 Sq. Ft. or 2.434 Acres.

Parcel No.: 00-0001-1690

PARCEL 5:

Well A

Beginning at a point being 1357.09 feet North 00°06'03" East and 1403.29 feet West from the Southeast corner of Section 27, Township 5 North, Range 1 East, Salt Lake Base and Meridian (1952 BLM Brass Monument) and running thence South 84°43'42" West 74.00 feet; thence North 05°16'18" West 79.00 feet; thence North 84°43'42" East 74.00 feet; thence South 05°16'18" East 79.00 feet to the Point of Beginning.

Contains 5,846 Sq. Ft. or 0.134

Well A2

Beginning at a point being 1382.71 feet North 00°06'03" East and 1574.53 feet West from the Southeast corner of Section 27, Township 5 North, Range 1 East, Salt Lake Base and Meridian (1952 BLM Brass Monument) and running thence South 84°43'42" West 75.50 feet; thence North 05°16'18" West 88.00

feet; thence North 84°43'42" East 75.50 feet; thence South 05°16'18" East 88.00 feet to the Point of Beginning.

Contains 6,644 Sq. Ft. or 0.153

Waterline Easement

Beginning at a point being 1323.10 feet North 00°06'03" East and 1330.40 feet West from the Southeast corner of Section 27, Township 5 North, Range 1 East, Salt Lake Base and Meridian (1952 BLM Brass Monument) and running thence South 84°41'01" West 8.05 feet; thence North 89°45'52" West 277.62 feet; thence North 06°09'25" West 55.15 feet; thence North 84°43'42" East 30.00 feet; thence South 06°09'25" East 51.73 feet; thence North 84°44'45" East 128.73 feet; thence North 05°05'25" West 10.52 feet; thence North 84°43'42" East 30.00 feet; thence South 05°05'25" East 10.53 feet; thence North 84°44'45" East 98.61 feet; thence South 00°15'01" West 30.12 feet to the Point of Beginning.

Contains 6,769 Sq. Ft. or 0.155 Acres.

Parcel No. 00-0002-6292

PARCEL 6:

Waterline Easement

Beginning at a point being 1408.36 feet North 00°06'03" East and 567.87 feet West from the Southeast corner of Section 27, Township 5 North, Range 1 East, Salt Lake Base and Meridian (1952 BLM Brass Monument) and running thence South 82°12'47" West 330.06 feet; thence South 84°41'01" West 437.55 feet; thence North 00°15'01" East 30.12 feet; thence North 84°44'45" East 424.48 feet; thence North 82°18'17" East 343.07 feet; thence South 00°15'01" West 29.67 feet to the Point of Beginning.

Contains 22,797 Sq. Ft. or 0.523 Acres.

Parcel No. 00-0002-6375

PARCEL 7:

Waterline Easement

Beginning at a point being 1408.36 feet North 00°06'03" East and 567.87 feet West from the Southeast corner of Section 27, Township 5 North, Range 1 East, Salt Lake Base and Meridian (1952 BLM Brass Monument) and running thence South 82°12'47" West 330.06 feet; thence South 84°41'01" West 437.55 feet; thence North 00°15'01" East 30.12 feet; thence North 84°44'45" East 424.48 feet; thence North 82°18'17" East 343.07 feet; thence South 00°15'01" West 29.67 feet to the Point of Beginning.

Contains 22,797 Sq. Ft. or 0.523 Acres.

Parcel No. 00-0002-6334

PARCEL 8:

Waterline Easement

Beginning at a point being 1322.36 feet North 00°06'03" East and 1338.41 feet West from the Southeast corner of Section 27, Township 5 North, Range 1 East, Salt Lake Base and Meridian (1952 BLM Brass Monument) and running thence South 84°41'01" West 275.93 feet; thence North 06°09'25" West 26.86 feet; thence South 89°45'52" East 277.62 feet to the Point of Beginning.

Contains 3,705 Sq. Ft. or 0.085 Acres.

Parcel No.: 00-0002-6391

PARCEL 9:

Waterline Easement (South Line)

Beginning at a point being on the northerly line of Section 34, Township 5 North, Range 1 East, Salt Lake Base and Meridian, said point also being 210.07 feet North 89°49'08" West from the Northeast corner of said Section 34 (1952 BLM Brass Cap) and running thence South 47°12'32" West 112.95 feet; thence South 20°16'11" West 150.27 feet; thence South 09°40'56" East 212.89 feet; thence South 11°27'02" West 130.65 feet; thence South 37°37'12" West 493.41 feet; thence South 12°23'02" West 103.31 feet; thence South 18°32'36" East 125.72 feet; thence South 23°25'34" East 239.50 feet; thence South 81°05'44" East 525.95 feet to the easterly line of said Section 34; thence, along said easterly line of Section 34, South 00°08'38" West 30.35 feet; thence North 81°05'44" West 547.09 feet; thence North 23°25'34" West 257.29 feet; thence North 18°32'36" West 135.30 feet; thence North 12°23'02" East 118.32 feet; thence North 37°37'12" East 493.15 feet; thence North 11°27'02" East 118.08 feet; thence North 09°40'56" West 215.32 feet; thence North 20°16'11" East 165.49 feet; thence North 47°12'32" East 87.93 feet to the aforesaid northerly line of Section 34; thence, along said northerly line of Section 34, South 89°49'08" East 44.01 feet to the Point of Beginning.

Contains 63,489 Sq. Ft. or 1.458 Acres.

Parcel No.: 00-0002-6722

31305237_v3

WHEN RECORDED, RETURN TO:
 WPR Utility District
 36 S. State Street, Suite 500
 Salt Lake City, Utah 84111

Parcel Nos.: _____

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into by and between WASATCH PEAKS RANCH NORTH VILLAGE CONDOMINIUM OWNERS ASSOCIATION, INC., a Utah nonprofit corporation (“**Association**”) and, WPR UTILITY DISTRICT, a special district and body corporate and politic of the State of Utah, its successors and assigns (“**District**”, which defined term shall include its successors-in-interest, affiliates, employees, contractors, subcontractors, licensees, invitees, and agents only when acting in their official roles with District and not to any or all individually) as of the date the last Party executes this Agreement (the “**Effective Date**”). Association and District are at times referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Association owns certain real property located in Morgan County, Utah (“**County**”), which real property is more particularly described on Exhibit A, attached hereto, and incorporated herein by reference (“**Property**”).

B. The Property has been subdivided and contains individual units, and common areas and elements (“**Common Elements**”), as further indicated on and defined in Wasatch Peaks Ranch North Village Condominium, Plat A, recorded in the official records of the Morgan County Recorder’s Office, Morgan County, Utah (“**Official Records**”) February 14, 2024 as Entry No. [REDACTED] (“**Plat**”); and the accompanying Declaration of Condominium for Wasatch Peaks Ranch North Village Condominium, recorded in the Official Records February 14, 2024 as Entry No. [REDACTED] (“**Declaration**”).

C. Concurrently with the recordation of the Plat and the Declaration Common Elements within the Property were separately deeded and conveyed to Association.

D. In accordance with the Plat and the Declaration, the Property, as a whole, including all improvements, facilities, Common Elements, shall remain private, and access to and use of the same, shall be “access restricted,” with all access to and the use and enjoyment thereof, being strictly restricted to: (i) District; (ii) Wasatch Peaks Ranch, LLC, and its affiliates, employees, contractors, subcontractors, licensees, invitees and agents (“**WPR**”); (iii) Association and its members; and (iv) District taxpayers and owners within the Property, their guests, invitees, licensees and agents (“**Owners**”, and collectively with WPR and Association “**District Users**”). The Common Elements are not and shall not be construed to, in any way, benefit or be for the use of the general public.

E. District is a “Special District” formed in accordance with Utah Code Ann. §§17B-1-101, *et seq.*, as amended (“**Act**”), and pursuant to Morgan County Resolution CR-21-03, Morgan County, Utah, which creation is affirmed by that certain Certificate of Creation from the Office of the Lieutenant Governor of the State of Utah, dated August 26, 2021, and recorded in the Official Records on December 6, 2021 as Entry No. 159240, Book 385, Page 1471.

F. District is obligated to provide certain services to the Property, including without limitation: the construction, installation, ownership, operation, maintenance, repair and replacement of one or more components of a system or systems for the collection, storage, retention, control, conservation,

treatment, supplying, distribution, or reclamation of storm, flood, sewage, irrigation, and municipal and secondary water, whether the system is operated on a wholesale or retail basis; and any and all other duties and obligations of District pursuant to Utah law; local and municipal ordinance; relevant provisions in the Declaration; and any and all private, unrecorded documents creating and detailing District's obligations and duties relevant to the provision of the Services (collectively, "**Services**").

G. It is in Association's interest that, although the Property is privately owned and operated, District shall have perpetual easement, use, and access rights required to fulfill District's obligation to provide the Services to the District Users within the legal boundaries of the District.

H. Subject to the terms and conditions set forth below, Association and District do now enter into this Agreement to create such perpetual easement, use, and access rights as District requires to fulfill its obligations as a special district duly formed in accordance with the Act.

AGREEMENT

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

1. **Recitals.** Each and all of the recitals above are true and are incorporated herein for any and all purposes.

2. **Grant of Easement.** Association hereby grants and conveys a revocable, non-exclusive, perpetual easement in gross on, over, under and through the Property to District for the purpose of District fulfilling its obligation to perform the Services ("**Easement**"). As further detailed herein, District does not have the right to convey or assign any of its rights under the Easement to any other person or entity without the express authorization of the District Users.

3. **Reservation by Association.** Association reserves to itself, its successors and assigns, all rights and uses other than those granted herein, including the right to grant additional easements, licenses, rights of way, and other access and use rights in, under, over, across, and through the Property, including the Property.

4. **Conditions of Use.** If District requires access to or use or disturbance of any area within a "Unit" as may be depicted on and created pursuant to one or more Plat (individually a "Unit" and two or more "Units") District shall make reasonable efforts to provide seven (7) calendar days' notice ("**Entry Notice**") to the fee owner of such Unit prior to entry onto or use of any portion of the Property situated therein. District may exercise its rights in any Property situated within one or more Units Monday through Friday between the hours of 7:00 am and 7:00 pm Mountain Time. District may exercise its rights in any Property outside of any Units at any time. Notwithstanding any of the foregoing, under exigent or emergency circumstances, District is not required to provide any such Entry Notice and may, without any notice whatsoever, enter upon the Property situated in any one or more Units at any time and for so long as is reasonably necessary to address such exigent or emergency circumstances.

5. **Maintenance and Repair.** To the extent District accesses and uses the Property for the purposes permitted hereunder, District shall, at its sole cost and expense, be responsible for and shall maintain, repair, replace, and return the Property to the same or better condition as prior to District's use thereof.

6. **No Abandonment.** No act or failure to act on the part of District or the holder of any interest in the Easement shall be deemed to constitute an abandonment, surrender or termination thereof,

except upon recordation by District, or such holder, of a quitclaim deed specifically conveying the Easement back to Association.

7. **Association's Covenants.** Association hereby covenants to District:

a. **Authority.** Association represents and warrants that Association owns the Property in fee simple and each person signing this Agreement on behalf of Association is authorized to do so.

b. **No Interference.** Association's activities and any grant of rights Association makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with the exercise of District's rights pursuant to this Agreement. Association may, without the consent of District, make improvements to the Property so long as such improvements do not restrict or impede District's access to and use of the Property, or which otherwise negatively impact District's rights hereunder.

c. **Requirements of Government Authorities.** Association shall reasonably assist and cooperate with District, at District's expense, in complying with or obtaining any land use permits or other approvals required by District in connection with the exercise of District's rights hereunder.

d. **Quiet Enjoyment.** So long as District observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement without hindrance or interruption by Association or any person lawfully or equitably claiming by, through or under Association, or as Association's successors in interest.

e. **Taxes.** Association shall timely and properly pay all real property taxes for the Property, excepting those assessed against Units, which shall be the responsibility of each Owner of a respective Unit.

8. **District's Covenants.** District hereby covenants to Association that:

a. **Insurance.** District shall obtain and maintain in force policies of insurance covering District's activities on the Property at all times during the term of this Agreement, including specifically comprehensive general liability insurance with a minimum combined occurrence and annual limitation of Three Million and 00/100 Dollars (\$3,000,000.00), provided that such amount may be provided as part of a blanket policy covering other properties, and which names Association as an additional insured party. District hereby acknowledges and accepts that all risk of loss to any and all improvements owned by Association or that are or may be damaged in District's performance of the Services with the proceeds from insurance thereon payable to Association. Association and District hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by insurance policies insuring the Property and any of District's property to the extent of any insurance proceeds actually received by such Party, even if such loss or damage shall have been caused by the fault or negligence of the other Party.

b. **Indemnity.** District shall indemnify, defend and hold Association and Association's members, employees, contractors, representatives, agents, tenants, licensees, invitees, successors and assigns (collectively, "**Association Indemnified Parties**") harmless from any and all losses, claims, liabilities, cause of actions, damages and expenses, including reasonable attorneys' fees, expert witness fees, and all other legal costs and expenses (each, a "**Liability**"), arising out of or related to Association Indemnified Parties' use of the Property, including, but not limited to, any Liability for personal injuries, deaths, property damage, mechanic's liens or other claims and causes of action of any kind arising out of use of the Property by District or District Users (but excluding any Liability arising out of the use of the

Property by one or more Association Indemnified Parties or out of the gross negligence or willful misconduct of one or more Association Indemnified Parties. The provisions of this Section 8 shall survive the termination of this Agreement, if any.

9. **Assignment.** The Easement is personal to District and may not be transferred or assigned by District except as reasonably required for District, or a successor to District's interests, duties, and obligations to continue to provide the Services for the benefit of Association, Association's successors in interest, Association Indemnified Parties, and the Property. Under no circumstances shall District or District's successors or assigns transfer or assign District's interest in this Agreement to any member of the general public or to any governmental entity without Association's express consent, which consent shall be valid if given in a signed agreement recorded in the Official Records. In the event of a valid and effective assignment of District's entire interest in this Agreement, District shall be released of all further liability under this Agreement. If District has assigned an interest or granted a sub-easement with respect to all or a portion of the Property, such assignment or sub-easement shall be terminated upon cancellation or termination of this Agreement, if any. If District attempts to convey or assign any interest whatsoever in the Easement without complying with this Section, such conveyance or assignment shall be ineffective and void in all respects.

10. **Default and Termination.**

a. **Default.** In the event of any alleged failure to perform any obligation under this Agreement ("**Default**"), the non-defaulting Party shall give the defaulting Party and any lender, if applicable, written notice thereof. The defaulting Party shall have thirty (30) days within which to cure such Default, which period may be extended to the extent reasonably necessary to complete such cure so long as such was commenced within such 30-day period and thereafter prosecuted with diligence to completion.

b. **No Right to Terminate.** Except as otherwise provided herein, it is expressly agreed that no breach of this Agreement shall entitle one or both Parties to cancel, rescind or otherwise terminate this Agreement; provided, however that this provision shall not limit or otherwise affect any other right or remedy which one Party may have hereunder by reason of any Default. Further, if District or any assignee holds an interest in less than all of this Agreement or the Easement, any Default under this Agreement shall be deemed remedied, as to District's or such assignee's partial interest, and Association shall not disturb such partial interest, if District or such assignee, as the case may be, has cured such Default.

11. **Association's Right of Revocation.** The rights granted hereunder may only be revoked by Association, its successors or assigns ("**Revocation**"). Such Revocation may only be effected in the event District (a) is for any reason dissolved ("**Dissolution**"), or (b) continuously fails to provide the Services as required under state and local law and as may be memorialized from time to time in one or more unrecorded service and maintenance agreements between the Parties for at least twelve (12) months ("**Protracted Default**"). A Revocation for Dissolution shall be effective immediately upon any such Dissolution and shall be memorialized by Association unilaterally filing notice of such Revocation in the Official Records. A Revocation for a Protracted Default shall only be effective provided that (a) there are no outstanding bonds relative to the Property (including bonds issued by the Wasatch Peaks Ranch Public Infrastructure District, a political subdivision of the State of Utah ("**PID**") with any portion of such bonds allocable to or any infrastructure or facilities intended to provide the Services, (b) Association has provided notice of its intent to effect a Revocation for Protracted Default not later than one hundred eighty (180) days prior to the date on which Association intends to effect such Revocation ("**Protracted Default Cure Period**"), and (c) District has taken no action to remedy the Protracted Default on or before thirty (30) days prior to the end of the Protracted Default Cure Period. A Revocation for Protracted Default shall only be effective upon Association filing a duly executed and acknowledged "Revocation of Easement Agreement" (or similar document) detailing the facts resulting in the Protracted Default ("**Revocation of Easement Agreement**")

in the Official Records. Such Revocation of Easement Agreement shall have attached (a) proof of notice to District of the Protracted Default, and (b) a declaration of facts evidencing District's failure to cure the Protracted Default within the Protracted Default Cure Period. District's consent, execution, and acknowledgment of such a Revocation of Easement Agreement shall not be required; however, should Association file a Revocation of Easement Agreement in the Official Records that does not conform with all requirements herein, District may take any and all actions available to it under law and equity to remedy such nonconforming Revocation. In the event of any such action, the substantially prevailing Party shall be entitled to recover its documented reasonable attorney's fees and costs (including attorney's fees, expert witness and consulting fees, and court costs) from the non-prevailing Party.

12. **Involuntary Revocation and Reverter.** Notwithstanding anything in this Easement to the contrary if, by final judicial action or official binding action by the County, it is legally determined that any portion of the Property must be made open and available for use by the general public, then the Easement and all rights granted hereunder shall automatically be revoked and cancelled, all District's rights detailed herein shall terminate, and all rights granted hereunder shall automatically revert to Association. The Parties hereby acknowledge and agree that the automatic revocation of this Easement and the reversion of rights and interests provided for in this Section 12 shall not occur, or otherwise be of any force or effect, unless and until such time as that portion of any bonds issued by the PID in connection with the development of the Property, have been fully redeemed and are no longer outstanding.

13. **Miscellaneous.**

a. **Notices.** All notices or other communications required or permitted by this Agreement including payments to Association, shall be in writing and shall be deemed given when personally delivered to Association, or in lieu of such personal service, five (5) business days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party. Any notice shall be addressed as follows:

If to Association:

Wasatch Peaks Ranch North Village Condominium Owners Association, Inc.
36 S. State Street, Suite 500
Salt Lake City, Utah 84111

If to District:

WPR Utility District
36 S. State Street, Suite 500
Salt Lake City, Utah 84111

Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Parties in the manner provided in this paragraph.

b. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the Parties respecting its subject matter and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the Parties not embodied in this Agreement will be of no force or effect and any prior or contemporaneous written or oral agreements between or among the Parties concerning the subject matter of this Agreement are merged in and superseded by this Agreement. This Agreement shall not be modified or amended except in a writing signed by the Parties.

c. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah without regard for its choice of law provisions.

d. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void, or unenforceable, the remaining provisions hereof shall remain in full force and effect.

e. No Waiver. No waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the Party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term, or provision of this Agreement.

f. Successors and Assigns. The terms, provisions, covenants, agreements, restrictions, and conditions in this Agreement are intended to be, and shall be construed as, an easement in gross, which is personal to District, its successors and assigns forever and shall run with and burden the Property in perpetuity.

g. Crossing Agreements. Association and District hereby agree that should any unrelated third party (i.e., any person or entity other than District or any District Users, successors, or assigns) request a crossing agreement or encroachment agreement in connection with the crossing over, under, on or encroaching over, under, or onto the Property (any such document is referred to herein as a “**Crossing Agreement**”), then neither Party shall enter into any such Crossing Agreement with such unrelated third party without obtaining the prior written consent of the other Party, and the other Party shall not unreasonably withhold its consent to such Crossing Agreement unless such withholding of consent is a reasonable requirement for the other Party to continue to meet its duties and obligations relative to the Services. Association hereby reserves the right to grant further easements in the Property, and District hereby agrees not to currently or in the future, unreasonably impede or interfere with Association’s right to grant such further easements, subject in all respects to District’s easement rights and interests in furtherance of its obligations as set forth herein which shall not be unreasonably impeded, interfered with or otherwise encumbered. The Parties agree to cooperate, in good faith, in the location and purpose of any further easements which may be granted by Association so as to prevent any undue impediment or interference of their respective rights and interests.

h. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which, when executed (which execution shall be valid whether completed and delivered on paper or via electronic or digital means, so long as such electronic or digital mean is accepted by the County for recordation in the Official Records), shall constitute one and the same instrument.

i. Attorneys’ Fees. It is understood and agreed by the Parties that the substantially prevailing Party in any dispute relating to the enforcement of the terms of this Agreement shall be entitled to recover its documented reasonable attorney’s fees and costs (including attorney’s fees, expert witness and consulting fees, and court costs) from the non-prevailing Party.

j. Further Cooperation. Each Party agrees on the demand of the other, to execute or deliver any instrument, furnish any information, or perform any other act reasonably necessary to carry out the provisions of this Agreement without undue delay or expense.

k. Construction. In this Agreement, unless the context otherwise requires, the singular shall include the plural. The terms “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation.” The Parties acknowledge that each was actively involved in the negotiation and drafting of this Agreement and that no law or rule of construction shall be raised or used in which the provisions of this Agreement shall be construed in favor of or against any Party because one is

deemed to be the author thereof. Captions or titles used herein are for convenience of reference only and do not affect the meaning or intent hereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Association has caused its corporate name to be hereunto affixed by its duly authorized officer this 14th day of February 2024.

ASSOCIATION:

WASATCH PEAKS RANCH NORTH VILLAGE CONDOMINIUM OWNERS ASSOCIATION, INC., a Utah nonprofit corporation

By: _____

Name: Gary Derck

Title: President

STATE OF UTAH)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on February 14, 2024, by Gary Derck, as President of Wasatch Peaks Ranch North Village Condominium Owners Association, Inc., a Utah nonprofit corporation.

Notary Public

Residing at: _____

My Commission Expires:

IN WITNESS WHEREOF, District has caused its corporate name to be hereunto affixed by its duly authorized officer this ____ day of _____ 2024.

DISTRICT:

WPR UTILITY DISTRICT, a special district and body corporate and politic of the State of Utah

By: _____

Name: _____

Title: _____

STATE OF UTAH)
 §
COUNTY OF BOX ELDER)

The foregoing instrument was acknowledged before me on _____, 2024 by _____, as _____ of WPR Utility District, a special district and body corporate and politic of the State of Utah.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT A, 1