

*Board of Water Resources
435 State Capitol Bldg
P.O. 84114*

BOOK 876 PAGE 302

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AMENDMENT TO AGREEMENT

This Amendment to Agreement entered into this 29th day of September, 1967, in original and four copies, by and between the State of Utah, acting through the BOARD OF WATER RESOURCES, First Party, sometimes referred to herein as the STATE, and the HUNTSVILLE-SOUTH BENCH CANAL COMPANY, a corporation organized under the laws of the State of Utah, Second Party, sometimes referred to as the WATER COMPANY.

WITNESSETH

WHEREAS, the STATE and the WATER COMPANY desired to promote a water conservation project consisting of the construction of 16,800 linear feet of concrete lined ditch with appurtenant diversion and measuring works, located near Huntsville, Utah; and

WHEREAS, the STATE and the WATER COMPANY did enter into an Agreement on the 8th day of August, 1966, which provided for the construction of the aforesaid project, and for the use of the water developed by the WATER COMPANY, which project has been completed and title to the project vested in the STATE; and

WHEREAS, the WATER COMPANY by virtue of that certain Agreement dated August 8, 1966, did convey, assign and warrant to the STATE easements, rights-of-way and water rights described as follows:

"Easement to the full use of the irrigation distribution system of HUNTSVILLE-SOUTH BENCH CANAL COMPANY in parts of Sections 13 and 24, T6N, R1E and Sections 19 and 20, T6N, R2E, SLB&M; and

"Awards No. 307 and 308 to HUNTSVILLE-SOUTH BENCH CANAL COMPANY as set forth in the decree entered April 1, 1948, Civil No. 7487, in the District Court of the Second Judicial District in and for Weber County, State of Utah, in the action entitled, "Plain City Irrigation Company vs. Hooper Irrigation Company, et al." Judge John A. Hendricks presiding.

"All right, title and interest of HUNTSVILLE-SOUTH BENCH CANAL COMPANY to the use of lands for the construction, operation and maintenance of the aforesaid project.

WHEREAS, the STATE desires to promote this water conservation project consisting of extending the aforesaid concrete ditch lining construction an additional 2500 linear feet.

WHEREAS, it is the desire of the Parties hereto to amend the Agreement of August 8, 1966, for a consideration hereinafter provided, and to use the water developed by the aforesaid project, and as the WATER COMPANY has the available manpower and facilities necessary to construct the aforesaid project, and is ready, willing and able to enter into a contract for such purpose.

NOW THEREFORE, by mutual agreement of the Parties, the Agreement of August 8, 1966, is hereby amended as follows:

1. The WATER COMPANY hereby agrees to convey, grant and warrant to the STATE, title, in fee simple, as required to the real estate upon which the structures are to be constructed; and further agrees to convey, grant and warrant to the STATE, title to such easements and rights-of-way as shall be necessary to enable the STATE to construct, maintain and operate said project.
2. The WATER COMPANY agrees to supply the necessary manpower and facilities and agrees to complete the construction of the aforesaid project in accordance with plans, specifications, and work items, a copy of which is hereby incorporated by reference and made a part hereof.
3. The STATE agrees to pay to the WATER COMPANY seventy (70%) percent of the total cost of constructing the project, under the original contract and this Amendment, but in no event shall the amount paid by the STATE exceed \$41,500.00, and the WATER COMPANY shall itself pay for all costs in excess of the amount paid by the STATE. The WATER COMPANY agrees and undertakes to construct to completion as designed and specified, the aforesaid project in all events regardless of unforeseen contingencies, and agrees to pay all costs in excess of the aforesaid amount paid by the STATE.
4. The STATE agrees to sell, and the WATER COMPANY agrees to purchase, the land, easements, rights-of-way, water rights, the constructed works, and all appurtenant facilities acquired by the STATE under the original contract and this Amendment, and Assignments at a total purchase price defined to be the combined total of all funds paid by the STATE to the WATER COMPANY for the construction of the project, but not to exceed \$41,500.00, plus all expense incurred by the STATE for the investigation, engineering and inspection of the project, and to be determined by the STATE upon the completion of the project, and payable over a period of time not to exceed twenty-two (22) years, in annual installments of one twenty-second (1/22), or more per year, of the total purchase price as defined above, without interest.
5. The first annual installment of one twenty-second (1/22), or more, of the total purchase price, as defined above, shall become due and payable on the First day of December, 1968, and a like sum, or more, to be due and payable on the First day of December of each and every year thereafter until the full purchase price, as defined above, shall have been paid in full; said sum shall be payable at the office of the BOARD OF WATER RESOURCES, and the first monies received by the STATE under the terms of this contract will be applied against the indebtedness incurred by the STATE for investigation, engineering and inspection, until fully paid, and any residue will be applied to funds paid by the STATE for the construction of the project. Delinquent payments shall bear interest at a rate of six percent (6%) per annum.
6. It is mutually agreed that except as herein provided, the contract dated August 8, 1966, shall remain in full force and effect.

IN WITNESS WHEREOF, the State of Utah, acting through the BOARD OF WATER RESOURCES, Party of the First Part, has caused these presents to be signed by the Chairman and Director of the said Board of Water Resources, by authority of a resolution of said Board at a meeting held August 4, 1967, and the HUNTSVILLE-SOUTH BENCH CANAL COMPANY, Party of the Second Part, has caused these presents to be signed and executed on its behalf by Louis E. Buhrlay, its President, and Boyd A. Read, its Secretary, by a resolution of its stockholders at a meeting held May 19, 1966.

BOARD OF WATER RESOURCES

APPROVED:
BOARD OF EXAMINERS -
STATE OF UTAH

Wayne Wilson
Chairman

Carl Hampton
Governor

Janet Lawrence
Director

George L. Mills
Secretary of State

HUNTSVILLE-SOUTH BENCH CANAL COMPANY

Attorney General

Louis E. Buhrlay
President

APPROVED
AS TO AVAILABILITY OF
FUNDS:

Boyd A. Read
Secretary

W. Green
Budget Officer Date

APPROVED AS TO FORM:

Dallas W. Jensen
Assistant Attorney General

APPROVED:

W. H. [Signature]
for Director of Finance

STATE OF UTAH :
: ss.
County of Weber :

On the 29th day of Sept, 1967, personally appeared before me Louis E. Buhrlay, and Boyd A. Read who being by me duly sworn, did say that they are the President and Secretary, respectively, of the Huntsville-South Bench Canal Company, and that the said instrument was signed in behalf of said corporation by authority of a resolution of its stockholders, and said Louis E. Buhrlay and Boyd A. Read acknowledged to me that said corporation executed the same.

496798 *WDR*

William E. [Signature]
NOTARY PUBLIC
Ogden Utah

FILED AND RECORDED FOR
Board of Water Resources Residing at:
NOV 15 AM 11 25
My Commission Expires:

ROTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY [Signature]

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