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AMENDMENT TO AGREEMENT

This Amendment to Agreement entered into this 13th day of July, 1977, 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 OGDEN RIVER WATER USERS' ASSOCIATION, a corporation, organized under the Laws of the State of Utah, Second Party, sometimes referred to herein as the WATER ASSOCIATION:

W I T N E S S E T H

THAT WHEREAS, the Parties hereto did, on February 10, 1976, enter into Agreement for the First phase of a project consisting of construction of approximately 2,000 linear feet of 42-inch diameter reinforced concrete pipeline, drilling and equipping of 20-inch diameter well 300 to 500 feet deep, together with fences, screens, bypass boxes, and other appurtenant works, all located along the South Ogden Highline Canal south and east of Ogden, Weber County, Utah; and

WHEREAS, due to unusual problems encountered in drilling the well the total cost of the first phase of the project has increased beyond the previous estimated cost required to complete the project, and the time required to complete the well has extended beyond the original completion date; and

WHEREAS, the STATE desires to further improve the WATER ASSOCIATION'S system through the construction of 1,400 linear feet of 30-inch diameter pipeline to replace part of the South Ogden Highline Canal, along with pumping stations and appurtenant structures; said facilities along with the completion of the well under the first phase of the project comprise Phase II of the project; and

WHEREAS, it is the desire of the WATER ASSOCIATION to amend the Agreement with the STATE, dated February 10, 1976, for a consideration to be hereinafter provided, and to use the water developed by the aforesaid project; and as the WATER ASSOCIATION 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 dated February 10, 1976, is hereby amended as follows:

1. The WATER ASSOCIATION 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; and further agrees to grant and convey to the STATE an easement to use any and all of the WATER ASSOCIATION'S facilities in Sections 24, 25, and 26, T9N, R2W; 19 and 30, T9N, R1W; 1, 2, 11, 14, 23, 24, 25, 26, 35, and 36, T8N, R2W; 1, 11, 12, 13, 14, 23, 24, and 25, T7N, R2W; 19, 20, 27, 28, 29, 30, 33, and 34, T7N, R1W; 3, 4, 9, 10, 15, 16, 21, and 22, T6N, R1W, SLB&M.
2. Nothing contained herein shall affect the title to the real estate easements, and water rights heretofore transferred to the STATE under the previous Agreement dated February 10, 1976.

3. It is further understood and agreed that the STATE shall retain title to the water rights, easements, rights-of-way, water distribution facilities, and all other property conveyed to the STATE by the WATER ASSOCIATION, pursuant to the prior Agreement between the Parties, dated February 10, 1976, until the WATER ASSOCIATION has fully paid its obligation under the terms of said prior Agreement and this Amendment.

4. The WATER ASSOCIATION agrees to supply the necessary manpower and facilities and agrees to complete the construction of the project, regardless of unforeseen contingencies, in accordance with plans, specifications, and work items, a copy of which is hereby incorporated by reference and made a part hereof.

5. The STATE agrees to pay to the WATER ASSOCIATION Seventy-Five Percent (75%) of the total cost of constructing Phase II of the project, but in no event shall the amount paid by the STATE exceed Sixty-Five Thousand Dollars (\$65,000.00) in addition to that amount previously provided for under the Agreement dated February 10, 1976, or a total for Phases I and II not to exceed Two Hundred Fifty-Two Thousand Five Hundred Dollars (\$252,500.00), and the WATER ASSOCIATION agrees to pay all costs in excess of the amount paid by the STATE.

6. It is further agreed that the STATE shall pay Ninety Percent (90%) of the amount payable by the STATE to the WATER ASSOCIATION upon the presentation by the WATER ASSOCIATION to the STATE of a certified statement of the payment requirement which shall be in the nature of a partial estimate of the work completed to date by the WATER ASSOCIATION on each work item. The Ten Percent (10%) withheld as above set forth will become due and payable to the WATER ASSOCIATION with, and as a part of, the final payment to be made by the STATE upon completion of the project, and its inspection and acceptance by an engineer designated by the STATE. The Ten Percent (10%) withheld may, at the discretion of the Director of the Board of Water Resources, be paid upon completion and acceptance of separate phases of increments of the project.

7. All Payments made by the STATE to the WATER ASSOCIATION under this Agreement shall be made payable to OGDEN RIVER WATER USERS' ASSOCIATION, and mailed to 1483 Wall Avenue, Ogden, Utah 84404.

8. It is further agreed that the WATER ASSOCIATION shall complete the construction of the project on or before December 1, 1977, and that title to the entire project, including all appurtenant facilities and water rights shall immediately vest in the STATE.

9. The STATE agrees to sell, and the WATER ASSOCIATION agrees to purchase the land, easements, rights-of-way, water rights, the constructed works, and all appurtenant facilities acquired by the STATE under the Agreement with the STATE, dated February 10, 1976, and this Amendment at a total purchase price defined to be the combined total of all funds paid by the STATE to the WATER ASSOCIATION for the construction of both phases of the project, but not to exceed Two Hundred Fifty-Two Thousand Five Hundred Dollars (\$252,500.00) plus all expense incurred by the STATE for the investigation, engineering, and inspection of the project, and to be determined by the STATE upon completion of the project.

10. The purchase price as defined above shall be payable over a period of time, without interest, in annual installments of Ten Thousand Four Hundred Dollars (\$10,400.00), or more for the first year and Thirteen Thousand Five Hundred Dollars (\$13,500.00), or more, thereafter. The first annual installment of Ten Thousand Four Hundred (\$10,400.00), or more, shall become due and payable on the First day of December, 1977; the second annual installment of Thirteen Thousand Five Hundred Dollars (\$13,500.00), or more, shall become due and payable on the First day of December, 1978 and a like sum, or more, shall be due and payable on the First day of December of each and every year thereafter until the purchase price, as defined above, shall have been paid in full; said sums shall be payable at the office of the DIVISION 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 Ten Percent (10%) per annum.

11. It is mutually agreed that except as herein provided, the Agreement, dated February 10, 1976, 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 Vice-Chairman and Director of the said BOARD OF WATER RESOURCES by authority of a resolution of said Board; and the OGDEN RIVER WATER USERS' ASSOCIATION, Party of the Second Part, has caused these presents to be signed and executed on its behalf by James N. Randall, its President, and Clyde A. Lindquist, Director, by a resolution of its stockholders at a meeting held May 13, 1977.

APPROVED:
BOARD OF EXAMINERS—STATE OF UTAH

[Signature]
Governor

[Signature]
Secretary of State

Attorney General

APPROVED
AS TO AVAILABILITY OF FUNDS

[Signature]
Budget Officer

APPROVED:

[Signature]
Director of Finance

BOARD OF WATER RESOURCES

[Signature]
Vice-Chairman

[Signature]
Director

DEPARTMENT OF NATURAL RESOURCES

[Signature]
Executive Director

OGDEN RIVER WATER USERS' ASSOCIATION

[Signature]
President

[Signature]
Director

APPROVED AS TO FORM:

[Signature]
Assistant Attorney General

STATE OF UTAH :
: ss.
County of Weber : I

On the 13th day of MAY, 1977, personally appeared before me James N. Randall and Clyde A. Lindquist who, being by me duly sworn, did say that they are the President and Director, respectively, of the OGDEN RIVER WATER USERS' ASSOCIATION, and that the said instrument was signed in behalf of said corporation by authority of a resolution of its stockholders, and said James N. Randall and Clyde A. Lindquist acknowledged to me that said corporation executed the same.

[Signature]
Notary Public

Residing at: [Signature]

My Commission Expires: OCTOBER 25, 1980

