

**AMENDMENT TO THE SYSTEM IMPROVEMENTS
PARTICIPATION/REIMBURSEMENT AGREEMENT DATED AUGUST 2019**

WHEREAS, Payson is the owner of a sewer lift station on the east side of the City near Highway 198: and

WHEREAS, South Haven Farms LC is a development on the east side of the City as described in Exhibit A, that is required to utilize the City owned lift station across Highway 198: and

WHEREAS, in August 2019 Payson and South Haven Farms LC entered into the System Improvements Participation/Reimbursement Agreement (“Agreement”); and

WHEREAS, the Agreement contemplated upgrades to the sewer lift station; however, litigation regarding the lift station between Mr. Phillips and the Army Corp. of Engineers, prevented the upgrades or inclusion in the Agreement: and

WHEREAS, the litigation regarding the lift station has concluded and the parties desire to amend the Agreement and add the costs of the upgrade lift station; and

WHEREAS, the parties desire to add this Amendment to amend certain provisions of the Agreement; and

WHEREAS, all other provision of the Agreement shall remain and are hereby affirmed.

NOW THEREFORE, the parties hereto contract, covenant, and agree as follows:

1. Section 2, the title shall be amended to **Sanitary Sewer Line and Lift Station**. The body of Section 2 shall be amended adding the following at the end of the paragraph stating, The lengths and dimensions of pipe/lift station upgrades and other associated materials and costs related to upsizing of the lift station and sanitary sewer piping are set forth in Exhibit B Addendum. The Parties agree that South Haven Farms, LC has met its obligations to Payson City in full regarding their requirement to help pay for the initial cost of the lift station. Exhibit B Addendum includes the amounts that South Haven Farms, LC was initially required to pay toward the lift station.



2. Exhibit B Addendum.

The parties hereto have executed this agreement on the 17th day of April, 2024.

PAYSON CITY CORPORATION

By: William R. Wright
William R. Wright, Mayor

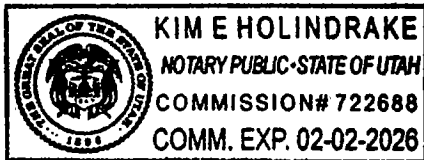
ATTEST:

By: Kim E. Holindrake
Kim E. Holindrake, City Recorder



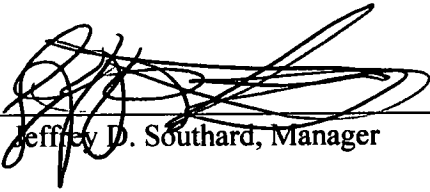
STATE OF UTAH)
 §
COUNTY OF UTAH)

On this 29th day of April, 2024, personally appeared before me, William R. Wright, the signer of the foregoing instrument, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Mayor of Payson City Corporation, a Utah municipal corporation, and that said document was signed by him on behalf of said Corporation, and who duly acknowledged to me that he executed the same.



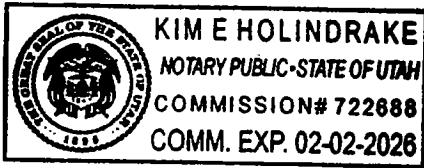
Kim E Holindrake
Notary Public

SOUTH HAVEN FARMS LC

By: 
Jeffrey D. Southard, Manager

STATE OF UTAH)
 §
COUNTY OF UTAH)

On this 29th day of April, 2024, personally appeared before me, Jeffrey D. Southard, the signer of the foregoing instrument, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Manager of South Haven Farms, LC, and that he is authorized to make and in fact signed the foregoing Agreement on behalf of South Haven Farms, LC, and who duly acknowledged to me that he has read and knows the contents thereof, and that the same are true to his own knowledge.



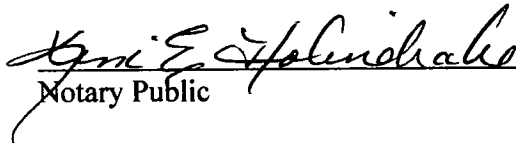

Notary Public

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 9 SOUTH, RANGE 2 EAST SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A FOUND BRASS CAP MARKING THE SOUTHWEST CORNER OF SAID SECTION 10, THENCE N.00°22'32"W. ALONG THE SECTION LINE A DISTANCE OF 479.61 FEET; THENCE EAST A DISTANCE OF 602.18 FEET TO THE REAL POINT OF BEGINNING.

THENCE N.00°17'13"E A DISTANCE OF 658.38 FEET; THENCE N.87°27'48"W. A DISTANCE OF 197.48 FEET; THENCE N.00°17'13"E. A DISTANCE OF 308.21 FEET TO A POINT ON THE SOUTH SIDE OF SR-198 RIGHT-OF-WAY; THENCE ALONG SAID SR-198 RIGHT-OF-WAY FOR THE NEXT 4 CALLS 1) N.76°57'03"E. A DISTANCE OF 215.82 FEET; 2) THENCE N.77°20'20"E. A DISTANCE OF 106.62 FEET (N.77°20'28"E. 106.67 FEET BY RECORD); 3) THENCE N.77°37'08"E A DISTANCE OF 167.70 FEET; 4) THENCE N.78°22'51"E. A DISTANCE OF 1055.10 FEET; THENCE S.00°52'18"W. A DISTANCE OF 1302.53 FEET; THENCE N.89°42'47"W. A DISTANCE OF 1299.31 FEET TO THE REAL POINT OF BEGINNING.

CONTAINING 1,581,938 sq.ft. OR 36.39 acres OF LAND MORE OR LESS.

EXHIBIT B ADDENDUM

Summary Table

Description	Cost
Original Offsite Sanitary Sewer Reimbursement Cost From Payson City to South Haven	\$207,422.71
Lift Station Reimbursement from South Haven to Payson City	\$295,075.59
Amount Remaining for South Haven to Reimburse Payson City	\$87,652.88
South Haven Construction Cost to Complete the 18" Sewer Line to the Lift Station	\$119,700.00
Difference Between Cost South Haven Cost of Construction and Amount Owed from Lift Station to Payson City	\$32,047.12
Payson City Cost for Sewer Bypass Pumping	\$36,273.00
<i>*Costs of the Project Being Paid to Either Party from the Other Party</i>	<i>\$0.00</i>

**South Haven Farms and Payson City agree that South Haven Farms will construct and pay the cost to install the remaining 18" sewer line to the Wasatch Lift Station and Payson City agrees to pay the cost of the sewer bypass for the 18" sewer line.*

***No further money will be exchanged for the cost to extend the sewer line from where the 18" sewer line currently ends to the wet well on the existing lift station.**