

**FIRST AMENDMENT TO INFRASTRUCTURE AGREEMENT  
Mountain Regional Water Special Service District (Lot 5)**

This FIRST AMENDMENT TO INFRASTRUCTURE AGREEMENT (the “**First Amendment**”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2024 (the “**Effective Date**”) by and between SUMMIT COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as “**County**,” located at 60 N Main Street, Coalville, Utah 84017, and Mountain Regional Water Special Service District, a special service district organized in accordance with the laws of the State of Utah, hereinafter referred to as “**MRW**,” located at 6421 N. Business Loop Rd., Suite A, P.O. Box 982320, Park City, Utah 84098. The County and MRW shall be referred together as the “**Parties**,” or individually as a “**Party**.”

**WITNESSETH**

A. County and MRW entered into that certain Infrastructure Agreement, dated July 27, 2022, in reference to Lot 5 in the FJ Gillmor Subdivision Plat (the “**Original Agreement**”).

B. The Parties desire to amend the Original Amendment.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and in the Original Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by this reference.

2. Original Agreement; Amendment. Except as expressly set forth in this First Amendment, the Original Agreement shall remain unmodified and in full force and effect, and is hereby affirmed and ratified. In the event of any inconsistency between the terms of the Original Agreement and the terms of this First Amendment, the terms of this First Amendment shall govern and control in all respects. All references to the Original Agreement shall be deemed references to the Original Agreement as amended hereby.

3. The Original Agreement is amended so as to insert Section 6 into such agreement, as follows:

6. Grading; Grading Cost Share. Due to the uniqueness of the topographies on Lots 3, 4, 5 and 6 of the FJ Gillmor Subdivision Plat (the “**Impacted Lots**”), and in order to maximize economies of scale with regard to cuts, removal, transportation and engineered placement of excess soils and fills, the owners of the Impacted Lots have agreed to share in the costs of the initial grading (the “**Lot Grading**”) as follows:

a. Grading Plan. The grading plan set forth as “Exhibit C” herein, is approved by the Parties (the “**Grading Plan**”).

b. Compaction. The placement of engineered fill upon Lot 5 has been performed in accordance with recommendations by and as tested and supervised by a licensed geotechnical engineer, which geotechnical engineer has certified to the Parties that such fill is suitable for structures. The engineered structural fill material used on the Impacted Lot(s) has been thoroughly compacted to a minimum of ninety-five percent (95%) of maximum dry density for granular soils and ninety percent (90%) of maximum dry density for silty/clay soils as classified by the AASHTO M-145 soil classification system.

c. Proportional Costs. The owners of the Impacted Lots shall each pay its proportional share, as provided in “Exhibit D” attached hereto, of the costs (the “Grading Cost Share”) associated with preparing the Grading Plan, the actual excavation work (cuts, removal and transportation of excess soils, fills, and compaction), and any soils testing for compaction (together, the “Work”). This Grading Cost Share is separate from and does not constitute any part of the Improvements or Improvement Cost Reimbursement set forth in Section 2 of the Original Agreement.

d. Reimbursement Process. Following completion and inspection of the Work, the County shall issue to MRW a request for reimbursement of the Grading Cost Share, together with a copy of the certification from the geotechnical engineer stating that all Work has been completed and inspected per the Grading Plan, as well as evidence that the County has paid all applicable invoices with final lien waiver documentation (the “Grading Cost Share Reimbursement”). MRW shall have the right to inspect the Work at all times during and after the Lot Grading.

4. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this First Amendment and shall in no way affect any other condition, covenant, or other provision herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant, or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.

5. Further Action/Amendment. The Parties shall execute and deliver all documents, provide all information, and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this First Amendment.

6. Counterparts. This First Amendment may be executed by electronic or digital means, including signature software applications such as DocuSign and in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument. Any Party’s facsimile, digital or electronic signature and any emailed copy of a Party’s signature shall be deemed a binding signature.

7. Governing Law. This First Amendment shall be construed and enforced in accordance with the laws of the State of Utah.

8. No Third Party Beneficiary Rights. This First Amendment is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a Party hereto.

9. Authority. The individuals who execute this First Amendment represent and warrant that they are duly authorized to execute this instrument on behalf of each Party and that no other signature, act, or authorization is necessary to bind the Parties to this First Amendment.

**IN WITNESS WHEREOF** the Parties have caused this First Amendment to be executed as of the Effective Date.

*(Signatures on following page)*

FOR SUMMIT COUNTY:

By: The County Manager

\_\_\_\_\_  
Shayne Scott  
Summit County Manager

CONSENT

By: \_\_\_\_\_  
Melena Stevens  
Chair, Summit County Council

FOR MOUNTAIN REGIONAL WATER  
SPECIAL SERVICE DISTRICT:

By: Administrative Control Board

By: \_\_\_\_\_  
Karin Wilson  
Chair

Approved as to form:  
Summit County Attorney



by: \_\_\_\_\_  
David L. Thomas, Chief Civil Deputy

EXHIBIT C

Grading Plan

[See Attached]

## EXHIBIT D

### Grading Cost Share

Mountain Regional Water Proportional Costs	
Total Grading Cost (County Paid)	\$1,433,928.18
Granular Borrow (Lot 5 Buildings)(County Paid)	\$ 322,762.70
Utility Blasting(County Paid)	\$ 270,499.55
Total County paid for Blasting and Grading	\$2,027,190.43
Shared Roadway Improvement Costs	\$ 412,837.51
Reimbursement From lot 1&6 for Fill	\$ (757,035.90)
Total amount owed grading and roadway	\$1,682,992.04
Utility cost sharing	\$ 168,020.85
Utility Costs Paid by MRW	\$ 123,696.80
Utility cost owed	\$ 44,324.05
Total owed for Grading, Roadway and Utility costs	\$1,727,316.09