

AMENDMENT TO REAL ESTATE PURCHASE CONTRACT

THIS AMENDMENT TO REAL ESTATE PURCHASE CONTRACT (this "Amendment") is made and entered into as of _____, 20____, by and between Richard E. Miles, Executor of the Rae E. Miles Trust ("Seller") and Weber County School District, ("Purchaser").

RECITALS

WHEREAS, Seller and Purchaser entered into that certain Real Estate Purchase Contract dated December 6th, 2023 (the "Purchase Contract"), pursuant to which Seller agreed to sell and Purchaser agreed to purchase certain real property located at approximately 4950 S. 5900 W., and 4987 S. 5900 W., Hooper, Weber, UT 84315, also described as: Tax ID# 10-012-0059 including 37.52 acres & 10-012-0024 including Home & .51 acres, in Hopper City, Utah, more particularly described in the Purchase Contract (the "Property");

WHEREAS, the Property includes 36.5 shares of Hooper Irrigation ("Water Shares");

WHEREAS, Seller and Purchaser entered into a Residential Lease Agreement on January 31, 2024 in which Seller maintains the Property for Purchaser, including managing the Water Shares;

WHEREAS, at the time the Purchase Contract was signed, Seller served as a member of the Hooper Irrigation Board ("Water Board");

WHEREAS, Water Board members are required to keep and maintain a minimum of ten (10) water shares to serve on the Water Board;

WHEREAS, Seller's membership on the Hooper Water Board was and is mutually beneficial to both parties;

WHEREAS, Seller and Purchaser reached a verbal agreement at the time the Purchase Contract was signed regarding the co-ownership of the Water Shares in order for Seller to maintain the Property and remain on the Water Board, which the parties now wish to memorialize in writing; and

WHEREAS, Seller and Purchaser desire to amend the Purchase Contract to incorporate the terms of their agreement regarding the water shares.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. WATER RIGHTS CO-OWNERSHIP

1.1. **Water Shares.** Notwithstanding any provision in the Purchase Contract to the contrary, Seller shall maintain and co-own with Purchaser ten (10) shares of water attached to the Property (the "Water Shares").

1.2. **Co-Ownership Rights and Responsibilities.** Seller and Purchaser shall be co-owners of the Water Shares, with each party having an undivided one-half (1/2) interest in the Water Shares. As co-owners, Seller and Purchaser shall:

- a. Share equally in any costs associated with maintaining the Water Shares;
- b. Share equally in any benefits, including income, derived from the Water Shares;
- c. Consult with each other regarding any decisions affecting the Water Shares;
and
- d. Maintain accurate records regarding the Water Shares, which shall be available for inspection by either party upon reasonable notice.

1.3. **Restriction on Transfer.** Neither Seller nor Purchaser shall sell, transfer, lease, encumber, or otherwise dispose of any interest in the Water Shares without the prior written approval of the other party. Any attempt to sell, transfer, lease, encumber, or otherwise dispose of any interest in the Water Shares without such prior written approval shall be void and of no effect.

1.4. **Written Approval Process.** A party seeking to sell, transfer, lease, encumber, or otherwise dispose of any interest in the Water Shares shall provide written notice to the other party detailing the proposed transaction. The other party shall have thirty (30)

days from receipt of such notice to provide or withhold written approval. Failure to respond within the thirty (30) day period shall be deemed a withholding of approval.

1.5. Reversion to Purchaser. Upon Seller's death or if Seller no longer sits on the Hooper Irrigation Board, the Seller's interest in the Water Shares shall automatically revert in its entirety to Purchaser, and the Water Shares shall not pass to Seller's heirs, successors, or assigns. Seller hereby waives any right to devise or bequeath the Water Shares by will or other testamentary instrument, and Seller's interest in the Water Shares shall not be considered part of Seller's estate for purposes of intestate succession.

1.6. Documentation of Reversion. Upon Seller's death, Purchaser shall be entitled to record an affidavit of death with the appropriate governmental authority, along with a copy of this Amendment, to document the reversion of Seller's interest in the Water Shares to Purchaser. If Seller no longer sits on the Water Board, Seller agrees to sign over the share certificate to Purchaser, and the Purchaser shall be entitled to amend the certificate with Purchaser's name only.

2. GENERAL PROVISIONS

2.1. Defined Terms. All capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Purchase Contract.

2.2. Conflicts. In the event of a conflict between the provisions of this Amendment and the provisions of the Purchase Contract, the provisions of this Amendment shall control.

2.3. **No Other Amendments.** Except as expressly modified by this Amendment, all terms, conditions, and provisions of the Purchase Contract shall remain in full force and effect.

2.4. **Entire Agreement.** This Amendment and the Purchase Contract together constitute the entire agreement between Seller and Purchaser pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, representations, and understandings of the parties.

2.5. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures and signatures transmitted by electronic mail in PDF format shall be valid and effective to bind the party so signing.

2.6. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the state in which the Property is located.

2.7. **Binding Effect.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

2.8. **Further Assurances.** Each party agrees to execute such other documents and take such other actions as may be reasonably necessary or desirable to further effectuate the purposes of this Amendment.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

SELLER:

[Seller's Name]

PURCHASER:

[Purchaser's Name]