

**AMENDMENT
to the
AGREEMENT
between
WEBER COUNTY and OGDEN NORDIC, INC.**

THIS AMENDMENT is between **WEBER COUNTY**, a body corporate and politic of the State of Utah (“County”) and **OGDEN NORDIC, INC** (“Contractor”). County and Contractor may be referred to jointly as the “Parties.”

RECITALS

WHEREAS, on 15 June 2021 County and Contractor entered into an agreement (County contract #596) (“Agreement”) allowing Contractor to operate and maintain various snow grooming and related activities at the County’s North Fork Park; and

WHEREAS, the Parties now desire to amend the Agreement as provided herein; and

WHEREAS, Section 13 “Amendments to Agreement” of the Agreement allows the Parties to execute amendments to the Agreement when mutually agreed to in writing; and

THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Amendment, the Parties covenant and agree as follows:

1. Storage Building Construction and Use.

- A. The County agrees to allow Contractor, at Contractor’s expense, to build a structure on the premises of County’s North Fork Park for the purpose of storage and maintenance of the equipment used by Contractor in the performance of its obligations under the Agreement. Such structure shall be located approximately 400 feet inside the south entrance of the North Fork Park on the north side of the road immediately west of the North Fork Park Basecamp structure.
- B. Said structure shall meet the architectural, design, and size requirements imposed by the County. Contractor shall present a concept plan to the County for review and approval prior to the commencement of any construction activities within the North Fork Park. In the event Contractor desires any changes to the architecture, design, or size of the structure or any deviation from the concept plan presented to the County, Contractor is required to obtain County’s approval prior to initiating any such changes.
- C. Contractor and County acknowledge that the structure is permitted to be constructed on the premises of the County’s North Fork Park at the sole expense of Contractor.

County is not conveying any real property interest to Contractor whatsoever. Upon termination or default of this Agreement or upon Contractor's insolvency or dissolution or any other act resulting in Contractor no longer performing services under the Agreement, County shall retain any and all title, interest, and ownership in the structure, appurtenances, and improvements thereto with no claim for reimbursement, compensation, or other form of payment by the Contractor.

- D. County shall have the right to enter the structure at reasonable hours to inspect the same and shall be granted access to the structure provided County shall not thereby unreasonably interfere with Contractor's use of the structure.
- 2. All other terms and conditions of the Agreement not specifically referenced herein shall remain in full force and effect.

Dated this 27th day of October, 2024.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
James "Jim" Harvey, Chair

Commissioner Harvey voted _____
Commissioner Bolos voted _____
Commissioner Froerer voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

By Joseph Paustenbaugh
Joseph Paustenbaugh, President of Ogden
Nordic, Inc.

ACKNOWLEDGEMENT OF OGDEN NORDIC

State of Utah)

) ss:

County of Weber)

On the ____ day of _____, 2024 appeared before me _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument and acknowledged to me that he/she executed the
same in his/her capacity as a duly appointed representative and agent of Ogden Nordic.

Notary Public