

Addendum One To Real Estate Purchase Contract

This is an Addendum to that Real Estate Purchase Contract (REPC) with an Offer Reference Date of May 18, 2026, between **BOARD OF EDUCATION OF OGDEN SCHOOL DISTRICT**, together with its successors or assigns, (as the “**Seller**”), and **OGDEN CITY CORPORATION**, a Utah municipal corporation, together with its successors or assigns, (as the “**Buyer**”). Buyer and Seller are individually referred to herein as a “**Party**” and collectively referred to as the “**Parties**” regarding the property located at 2101 Fillmore Ave. Ogden, Utah. The following terms are hereby incorporated in the REPC:

Section 1. – Description of Property

- 1.1 Real Property. The Taylor Canyon Property, which is the subject of this Contract, consists of approximately 4.23 acres, and is identified as Parcel No. 13-102-0015, as depicted on the attached Exhibit A – Property Description. The City desires to purchase the eastern portion of the Taylor Canyon Property, totaling approximately ~~2.6~~ **1.91 acres (83,135 Square Feet)**, as depicted on **Real Estate Purchase Contract Addendum One - Exhibit A (the “Property” or “Land”)**.
- 1.3 Excluded Real Property. The western portion of the Taylor Canyon Property, consisting of approximately ~~4.63~~ **2.32 (101,059 Square Feet)**, as described in **Real Estate Purchase Contract Addendum One - Exhibit A**, is not a part of the Property purchase (“**Excluded Land**”).

Section 2. – Preliminary Purchase Price

Subject to the terms, covenants and conditions of this Contract, the total “**Preliminary Purchase Price**” for the Property shall be **SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00)** which shall be paid by Buyer to Seller as follows:

Earnest Money Payment to be paid to the Closing Agent within 3 days of the Effective Date. The Earnest Money Payment shall be applied to the total Purchase Price according to the provisions of this Contract: **\$5,000.00**

Preliminary Balance of Purchase Price at Closing- **SIX HUNDRED AND NINETY FIVE THOUSAND DOLLARS (\$695,000.00)** payable to Seller in cash or other acceptable funds.

To the extent the terms of this Addendum modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including prior addenda and counteroffers, not modified by this Addendum shall remain the same.

BKN.
Benjamin K. Nadolski (Jul 8, 2026 12:38:53 MDT) 07/08/2026

☐ Buyer ☐ Seller Signature Date ☐ Buyer ☐ Seller Signature Date

Acceptance/Counteroffer/Rejection

☐ Acceptance: ☐ Seller ☐ Buyer hereby accepts the terms of this Addendum

☐ Counteroffer: ☐ Seller ☐ Buyer hereby presents as counteroffer the terms of attached Addendum No. _____

Signature Date

Signature Date

Lee Ann Peterson

07/08/2026



EXHIBIT A

