

**FIRST AMENDMENT TO THE LEASE AGREEMENT
BY AND BETWEEN
WEBER COUNTY
AND
BUSHELL & WIDDISON, PLLC**

This is the First Amendment ("First Amendment") to the Lease Agreement that took effect on May 15th, 2023 (the "Original Lease"), by and between Investment Realty Advisors, LLC in its capacity as property manager for Heritage Storage, LLC as 90% Owner and IRA 24th Street as 10% Owner ("Initial Landlord"), and Bushell & Widdison, PLLC ("Tenant").

WHEREAS, in the Original Lease, Initial Landlord agreed to lease approximately 1,140 square feet of gross rentable area to Tenant located at **470 24th Street, Suite 202, Ogden, UT 84401**; and

WHEREAS, Weber County ("the County"), a political subdivision of the State of Utah, with its principal place of business located at 2380 Washington Blvd., Ogden, UT 84401, is the successor-in-interest to Initial Landlord for the Original Lease; and

WHEREAS, the term of the Original Lease commenced on June 01, 2023, and terminates on May 31, 2028; and

WHEREAS, Tenant and County have mutually determined that it is in their best interest to terminate the Original Lease and any interest in the Original Lease by Tenant on December 31, 2025; and

WHEREAS, County and Tenant have determined that in order to fully compensate Tenant for the adjustment to the term of the Original Lease, the following terms and conditions shall apply; and

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Original Lease shall terminate on December 31, 2025.
2. Tenant shall not have an option to renew. Any further renewals will be at the County's sole discretion, based on further negotiations between the parties.
3. From September 01, 2025, through December 31, 2025, the base monthly rent, including any additional rent, will be \$1.00.
4. The County shall pay Tenant \$40,000.00 (forty thousand dollars) as total compensation for the adjustment to the term of the Original Lease as described in this First Amendment and shall be payable as follows:
 - a. \$35,000.00 (thirty-five thousand dollars) shall be paid to Tenant by August 31, 2025 (so long as Tenant executes and delivers this Agreement to the Landlord by August 28, 2025).
 - b. Subject to Section 5 below, \$5,000.00 (five thousand dollars) shall be paid to Tenant on December 31, 2025.
5. In the event Tenant fails to vacate the premises by December 31, 2025, Landlord shall keep the \$5,000.00 (five thousand dollars) referenced in Section 4(b) above and Tenant forfeits any claim or interest it may have in said funds.

6. In addition to Section 5 above and in addition to any other rights or remedies given to Landlord in the Original Lease, should Tenant fail to vacate the premises by December 31, 2025, Tenant agrees to pay Landlord damages in the amount of \$250.00 per day for each and every day Tenant fails to vacate the premises beyond December 31, 2025.
7. In consideration of the mutual covenants and agreements set forth in this First Amendment, Tenant, for itself and on behalf of its officers, employees, successors, and assigns hereby expressly waives, releases, and discharges Landlord from any and all other demands, liabilities, or claims for special or consequential damages or any other types of damages incurred by Tenant to its business and/or persons whether known or unknown as a result of this First Amendment. Tenant agrees that the compensation contained in this First Amendment satisfies any and all claims Tenant has or may have against Landlord as those claims are related to the Original Lease, this First Amendment, and Tenant's lease of the premises described in the Original Lease.
8. The following additional provisions of the Original Lease are amended as follows:
 - a. All references to "Landlord": The County is now the Landlord. All notices shall be provided to the attention of the Community Development Director, 2380 Washington Blvd., Ste. 250, Ogden, UT 84401. Email addresses and phone numbers for the Landlord are available upon request.
 - b. Section 2.7 "Parking" shall be replaced in its entirety to read as follows:

In addition to any permissible parking on the Building Site, County shall allow Tenant and all employees and customers of Tenant to have access to and utilize the parking lot directly west and adjacent to the Building Site which parking lot is owned and operated by County.
 - c. Section 6.2 "Landlord's Insurance" shall be replaced in its entirety to read as follows:

County reserves the right to protect itself and its property against risk through participation in the Utah Counties Indemnity Pool, or another similar authorized provider, instead of an insurance company. Section 6.2 shall be read accordingly.
 - d. Section 11.23 "Real Estate Agents" shall be deleted in its entirety.
9. In the event that any condition, covenant or other provision contained in this First Amendment is held to be invalid or void, the same shall be deemed severable from the remainder of this First Amendment and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
10. All other terms of the Original Lease shall remain in full force and effect.
11. This First Amendment to the Original Lease shall take effect as soon as all parties have signed it.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Lease Agreement below, to become effective as soon as both parties have signed it:

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Sharon Bolos, Chair

Date _____

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

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

(Tenant's signature on following page)

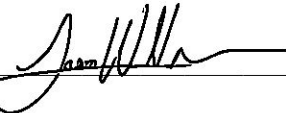
BUSHELL & WIDDISON, PLLC

By 

Printed name Logan Bushell

Title Member

Date 8/25/2025

By 

Printed name Jason Widdison

Title Member

Date 8/25/2025

STATE OF UTAH)

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COUNTY OF WEBER)

On this _____ day of _____, in the year _____, before me (name of notary public) _____, a notary public, personally appeared (name of document signer) _____ and _____ proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to in this document, and acknowledged (he/she/they) executed the same.

Notary Public

Notary Seal: