

**REAL PROPERTY LEASE AGREEMENT
BY AND BETWEEN WEBER COUNTY AND
WEBER HOUSING AUTHORITY**

This lease agreement is entered into between WEBER COUNTY ("County"), a political subdivision of the State of Utah, located at 2380 Washington Blvd., Ogden, Utah, 84401, and WEBER HOUSING AUTHORITY ("Lessee"), a public body corporate and politic of the State of Utah, located at 237 26th Street, #E220, Ogden, Utah, 84401. This agreement shall take effect as soon as both parties have signed it, but the lease shall not take effect until January 1, 2026.

RECITALS

1. The County has space on the first floor of its main government building, the Weber Center, that is currently unoccupied except for equipment storage. It comprises an area east of, and adjacent to, the space currently used by the Weber Public Defender Group.
2. A portion of the area described in the previous paragraph, consisting of approximately 1,676 sq. ft., is expected be available as leased office space no later than January 1, 2026. That portion will be known in this agreement as "the Leased Space."
3. The Lessee has inspected the Leased Space and would like to lease it for use as office space.
4. The Leased Space is more fully described in Exhibit A, which is hereby incorporated into this agreement.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

**SECTION ONE
LEASED PREMISES**

The County, for and in consideration of the lease payment described below, does lease to Lessee, and Lessee hereby leases from the County, the Leased Space, as described in Exhibit A.

Lessee and its employees, contractors, customers, agents, and invitees shall have the right to the non-exclusive use, in common with other users, of all common areas and areas open to the public within the Weber Center, as well as all unreserved automobile parking spaces, driveways, footways, and other outdoor areas designated for common use. Lessee shall actively remind its employees not to park in "visitor" or other restricted parking areas.

SECTION TWO TERM

The initial lease term shall be a five-year term commencing on January 1, 2026, and ending at the end of the day on December 31, 2030.

Either party may terminate this agreement at any time by providing written notice at least six months in advance to the other party. If the County terminates early for a cause other than default by Lessee, the County will pay Lessee an amount equal to a pro-rated portion of \$50,000.00, pro-rated based on the expected five-year term. As an example, if the County terminates the agreement after four years, not due to Lessee's default, the County will pay Lessee \$10,000.00. The intent of this reimbursement provision is to provide some compensation for the expense that Lessee incurred in preparing the Leased Space for Lessee's occupancy.

The Lease shall automatically extend in five-year increments unless terminated in accordance with the provisions set forth above. Any amendments to the terms and conditions shall be made in good faith.

SECTION THREE LEASE PAYMENT

- A. Monthly Lease Amount. The Monthly Lease Amount to be paid by Lessee to the County shall initially be the sum of \$2,514.00 per month for calendar year 2026. Each year thereafter, the Monthly Lease Amount shall increase by 3.5%, effective January 1.
- B. Operating Expenses. Lessee shall be required to pay its own costs for Internet service. All other utility expenses are included in the Monthly Lease Amount. Lessee shall also be required to perform or pay for janitorial service and cleaning of the Leased Space. Lessee must get approval from the County for its janitorial and cleaning plan.
- C. Payment Due Date. Lessee shall pay the Monthly Lease Amount in advance, on or before the first day of each calendar month.
- D. Late Payments. If Lessee shall fail to pay the lease payment when due, then Lessee shall pay interest on such past due amount at the rate of twelve percent (12%) per annum from the date that the payment was due and payable until it is paid.
- E. Insurance. Lessee shall be responsible for its own personal property losses occurring in the Leased Space and shall provide insurance for the same, if desired. Lessee shall also provide insurance that protects the County, as described below.

SECTION FOUR ADDITIONAL LEASE PROVISIONS

- A. Payments. Lessee shall pay all lease payments due hereunder to the Weber County Community Development Department, 2380 Washington Blvd, Ste. 250, Ogden, UT 84401, unless and until the County designates, in writing, a different address or a different payment method.
- B. Use of Leased Space. Lessee shall use and occupy the Leased Space in a lawful, careful, and proper manner. Lessee shall not create or permit any nuisance or disturbance nor commit any waste. Lessee shall comply with all present and future laws, ordinances, rules, regulations, requirements, and orders of governmental authority respecting the use and occupancy of the Leased Space. Lessee shall also comply with all requirements of the applicable condominium declaration, a copy of which is available from the Weber County Community Development Department.

The County shall have the right to enter upon the Leased Space, after reasonable notice, at reasonable hours to inspect the same, provided that the County shall not thereby unreasonably interfere with Lessee's business in the Leased Space.

The County shall also have the right to enter upon the Leased Space at reasonable hours, after reasonable notice, or as emergency situations may require, to perform work on the building or on any components or systems found in the building. In doing so, the County shall make reasonable efforts to minimize disruption, interference, and damage to Lessee's property and operations.

- C. Alterations to the Leased Space. Lessee shall not make or cause to be made any alterations or additions to the Leased Space or any part thereof without the prior written consent of the County. If Lessee desires alterations, Lessee shall request them of the County. Lessee shall be responsible for paying the full cost of such alterations, and the County will have sole discretion to determine who performs the work. Any additions to, or alterations of, the Leased Space shall become a part of the realty and belong to the County upon the termination of the lease.
- D. Signs. The County shall provide building directories near the public entrances to the Weber Center, listing Lessee and its location. Outside of the Leased Space, including on the exterior of any glass, Lessee shall not place, or cause to be placed or maintained, any sign, decoration, advertising matter, or other thing of any kind anywhere on the Weber Center property without the County's prior written consent. Lessee shall maintain any approved signage or other items allowed under this paragraph in good condition. The County may remove any signage or other items placed or maintained in violation of this paragraph.

- E. Locks and Keys. The County shall provide necessary keys or key cards to Lessee. Lessee agrees to comply with all applicable County requirements for the use and possession of keys and key cards. Upon termination of this lease, Lessee shall deliver to the County all keys and key cards that were issued to it. The County shall have the right to make any changes it deems necessary to Lessee's locks, keys, and key cards, as long as Lessee continues to have full access to the Leased Space at all times when it is in good standing under this lease.
- F. Assignment and Subletting. Lessee shall not have any right, power, or authority to assign or sublet the Leased Space.
- G. Liability Insurance and Indemnification. Each party agrees to maintain sufficient personal injury and property damage liability coverage to adequately protect the other party from liability for personal injuries or property damage occurring on or about the Leased Space and at the Weber Center, to the extent caused by the negligence or wrongful acts of the covered party, its agents, contractors, employees, or invitees. Lessee's insurance must provide no less than \$1,000,000 combined single limit coverage of bodily injury, property damage, or combination thereof. The County's coverage shall be its standard coverage through the Utah Counties Indemnity Pool.

Lessee shall indemnify and hold the County harmless from any and all claims resulting from Lessee's use or activity on the Leased Space, regardless of whether or not Lessee's insurance covers such claims; however, Lessee shall not be obligated to indemnify or hold the County harmless from claims to the extent that they arise from the negligent acts or omissions of the County. The County shall indemnify and hold harmless Lessee from claims that arise from the negligent acts or omissions of the County, including in the Leased Space, but not limited to the Leased Space.

Notwithstanding any other provision of this agreement, neither party waives any protection against liability that may be available to it through the Governmental Immunity Act of Utah or any other law.

- H. Termination and Surrender. This lease, and the tenancy hereby created, shall terminate at the end of the lease term, or any extension or renewal thereof, without the necessity of any notice from either the County or Lessee to terminate the same. Lessee hereby waives notice to vacate the Leased Space and agrees that the County shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of the Leased Space from Lessee holding over to the same extent as if statutory notice has been given.

Upon termination of this lease, Lessee agrees to remove all of its property and restore the Leased Space to substantially the condition it was in on the date first occupied by Lessee, unless otherwise agreed in writing by the County. If the Leased Space is not restored to the required condition, Lessee shall pay the costs incurred by the County in cleaning or restoring the Leased Space to the required condition.

- I. County's Rights Related to Construction and Sale. The County reserves the right to make changes to the Weber Center and associated facilities, including parking areas. If the County engages in construction or remodeling activities that materially and adversely affect Lessee's lease rights under this agreement, the parties shall engage in good faith efforts to find a mutually agreeable resolution. However, the parties agree that temporary or permanent changes to common areas, including parking areas, shall not entitle Lessee to any compensation, reduction in lease payments, or any other remedy. The County also reserves the right to sell or otherwise transfer its ownership rights to the Weber Center and to assign to the new owner its rights and responsibilities under this agreement.
- J. Damage Preventing Use. If the Leased Space is rendered unfit for use by Lessee for purposes of this lease for more than one month, due to damage to all or any portion of the Weber Center caused by fire, earthquake, or any other event outside the control of the parties, then either party may immediately terminate this lease with no obligation to the other party. If the parties choose to allow the lease to continue, then Lessee's payment obligations shall be suspended for as long as the Leased Space is unavailable for use.

SECTION FIVE MISCELLANEOUS

- A. Applicable Law. This lease shall be interpreted in accordance with Utah Law.
- B. Default. If Lessee defaults on its payment obligations, or in the performance of any other provision of this agreement, and fails to remedy the default or commence work on a remedy (and continue to pursue it diligently thereafter) within ten days after written notice thereof from the County, then the County may, at its option, terminate the lease and re-enter upon the Leased Space and repossess it. If this occurs, then the County retains the right to recover from Lessee all payments due up to the time of such re-entry. Each party retains all other rights, remedies, and benefits allowed by law in the case of default by the other party.
- C. Dispute Resolution. The parties may agree on any dispute resolution method, or either party may pursue its claims in court. In any dispute resolution proceeding, each party shall be responsible for its own costs, including attorneys' fees.
- D. Entire Agreement. This lease agreement shall constitute the entire agreement between the parties and shall supersede all oral understandings and agreements. Alterations or amendments to such agreement must be in writing, executed by both the County and Lessee.
- E. Headings and Paragraph Numbers. Headings and paragraph numbers are for convenience only, and are not to be considered limitations or modifications of provisions set forth in the body of this lease.

F. Holding Over. Any holding over after the expiration of the original term of this agreement or any extension thereof without the written permission of the County shall be construed as a tenancy from month-to-month, and in such case all provisions of this lease, other than those relating to its term, shall be considered in full force and effect, except that the monthly lease payment shall be increased to 200% of the then-current Monthly Lease Amount.

G. Recording. Neither party shall record this lease. However, upon the request of either party, the parties shall prepare, execute, and record a memorandum of lease to provide notice of the lease to third parties.

H. Notices.

- a. Any notice required or desired to be given pursuant to this agreement shall be in writing and shall be either (1) delivered personally to the party's primary contact; (2) delivered electronically, with confirmed receipt, to the party's primary contact; or (3) mailed to the party's representative. The following contact information shall be used, unless a party notifies the other party of a change in representative or contact information:

Sean Wilkinson
Community Development Director
2380 Washington Blvd., Ste. 250
Ogden, UT 84401
swilkinson@webercountyutah.gov

Andi Beadles
Weber Housing Authority
237 26th Street, #E220
Ogden, Utah 84401
abeadles@weberhousingauthority.gov

- b. Notice shall be effective upon delivery, if receipt is confirmed. If notice is properly mailed and receipt is not confirmed, notice shall be effective three business days after the date of mailing.

I. Severability. The invalidity of any provision of this agreement will not and shall not be deemed to affect the validity of any other provisions, and the remainder of the agreement will remain in full force and effect, unless the invalidation of the term materially alters this agreement. If the invalidation of the term materially alters the agreement, then the parties shall negotiate in good faith to modify the agreement to match, as closely as possible, the original intent of the parties.

- J. Time of Essence. Time is of the essence in the performance of all provisions in this lease for which time is a factor.
- K. Waiver. No waiver of, or failure to enforce, any right granted by this agreement shall be deemed a waiver of such right upon any subsequent breach of any provision of the agreement.

IN WITNESS WHEREOF, the parties have executed this agreement below.

(Signatures on next page)

WEBER HOUSING AUTHORITY

Signature _____

Date _____

Printed Name _____

Title _____

STATE OF _____)

)ss.

COUNTY OF _____)

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

Notary Public

Notary seal:

WEBER COUNTY

Chair, Board of County Commissioners

Date: _____

ATTEST:

Weber County Clerk/Auditor

Date: _____

Exhibit A

Lease Description:

The Leased Space consists of a portion of Unit B-1, as contained within The Weber Center, a Utah Condominium Project, as the same is identified in the Record of Survey Map recorded in Weber County, Utah, as Entry No. 1461167, in Book 43, at Pages 99 through 106, on March 20, 1997, together with the non-exclusive right to use and enjoy the common areas and facilities included within the condominium project in accordance with the applicable condominium declaration and applicable law.

Parcel ID: 01-085-0005

The Leased Space comprises an area east of, and adjacent to, the space currently (as of 2025) used by the Weber Public Defender Group on the first floor of the Weber Center, at 2380 Washington Blvd., Ogden, Utah, 84401. It consists of the following spaces:

1. A dedicated “storefront”-type entryway from the main first floor common area, near the elevators.
2. A small lobby/waiting area.
3. Five personal offices.
4. One medium size conference room.
5. One small storage room.

The approximate total leased square footage is 1,676 square feet.

The image on the next page shows a general depiction of the approximate location of the Leased Space within the Weber Center first floor.

Exhibit A (continued)

General depiction of approximate location of Leased Space:

