

Exhibit A

**REAL PROPERTY LEASE AGREEMENT  
BY AND BETWEEN WEBER COUNTY AND  
SUMMERS & SUMMERS LLC AND WESTERN LANDSCAPING, CO.**

This Agreement is made and entered into by and between Weber County, a body politic, corporate and political subdivision of the State of Utah, hereinafter referred to as "County," with its principal place of business located at 2380 Washington Blvd., Ogden, UT 84401, and Summers & Summers LLC, with its principal place of business located at 5402 E 2200 N, Eden, UT 84310, and Western Landscaping, Co. with its principal place of business located at PO Box 793 Eden, UT 84310 hereinafter collectively referred to as "Lessees."

**WHEREAS**, County owns a parcel of land more fully described in Exhibit "A," ("Property") which is attached hereto and hereby incorporated into this Agreement; and

**WHEREAS**, County is willing to lease said property to Lessees for certain business related activities; and

**WHEREAS**, County and Lessees have determined that this agreement is mutually beneficial to both;

**NOW THEREFORE**, IT IS MUTUALLY AGREED AS FOLLOWS:

**SECTION ONE  
LEASED PREMISES**

County for and in consideration of the lease payment hereinafter specified, does lease to Lessees, and Lessees hereby lease from County the Property.

**SECTION TWO  
TERM**

Lessees shall have and hold the Property for a term commencing on November 1, 2021, and ending on October 31, 2026.

**SECTION THREE  
LEASE PAYMENT**

A. Monthly Base Lease Amount. The monthly lease payment to be paid by Lessees to County shall be the sum of Five Hundred Dollars (\$500) payable monthly in advance on or before the first day of each month, beginning November 1, 2021. For each subsequent year of the Agreement, the lease payment will increase by one hundred dollars as follows:

Beginning November 1, 2022: Monthly payment of \$600

Beginning November 1, 2023: Monthly payment of \$700

Beginning November 1, 2024: Monthly payment of \$800  
Beginning November 1, 2025: Monthly payment of \$900

- B. Operating Expenses. In addition to the monthly lease payment, Lessees shall also be required to pay any utilities upon occupation of the Property.
- C. Late Payments. If Lessees shall fail to pay the lease payment when due, then Lessees shall pay interest on such past due amount at the rate of twelve (12%) percent per annum.
- D. Taxes and Insurance. Lessees shall have the obligation to pay any taxes on the Property unless otherwise specified in this Agreement. Lessees shall also be responsible for both real and personal property losses on the Property and shall provide insurance for the same.

#### **SECTION FOUR COVENANTS OF LESSEES**

- A. Payments. Lessees shall pay all lease payments due hereunder to the Department of Community Development, 2380 Washington Blvd., Suite 250, Ogden, UT 84401, unless and until County designates a different address in writing to Lessees.
- B. Use of Property. Use and occupy the Property in a lawful, careful and proper manner and only for lawful purposes. Lessees shall not create or permit any nuisance or disturbance, nor commit any waste, nor shall it use the premises for any unlawful purpose, and Lessees shall conform to and comply with all present or future laws, ordinances, rules, regulations, requirements, and orders of governmental authority respecting the use and occupancy of the Property.

County shall have the right to enter upon the Property at reasonable hours to inspect the same, provided County shall not thereby unreasonably interfere with Lessees' business on the Property.

- C. Assignment and Subletting. Lessees shall not have any right, power or authority to assign or sublet the Property.
- D. Use of Property. Lessees agree that the Property shall only be used for stockpiling of rock, sand, soil, and other landscaping materials, and Lessees shall not store any environmental damaging products, equipment or vehicles on the property.
- E. Fencing. Lessees agree at their sole expense to fence the leased Property and install an access gate on the north corner of the Property at a location agreed to by the Parties. Such access gate shall front 2650 North Street.
- F. Detention Basin. Lessees agree at their sole expense to create a detention basin on the Property in accordance with and pursuant to County ordinances and regulations.

- G. River Protection. Lessees agree that they shall not conduct any activity on the Property that would be injurious to the river, riverbank, or riparian habitat along the river. Lessees agree to repair and restore to the original condition any such damage as directed by County.
- H. Liability Insurance and Indemnification. Lessees agree to maintain sufficient personal injury and property damage liability insurance to adequately protect County from liability for personal injuries or property damage occurring on or about the Property to the extent caused by the negligence or wrongful acts of Lessees, their agents, contractors, employees or business invitees. Lessees shall indemnify County against any and all claims resulting from Lessees' use or activity on the Property, regardless of whether or not Lessees' insurance covers such claims.
- I. Termination and Surrender. Either Party may terminate this Agreement by providing written notice at least six months in advance to the other Party. Upon termination or expiration of the Agreement, Lessees agree to remove any stockpiled materials and restore the property to the County's satisfaction. Any improvements to the Property shall at that time become the property of County, including fencing, gates, detention basin or other improvements made by Lessees as approved by County. Further, if the Property is not restored to the condition specified herein or if such improvements are damaged, Lessees shall pay costs incurred by County in cleaning or restoring said premises and property to good condition.

## **SECTION FIVE MISCELLANEOUS**

- A. Applicable Law. This Lease shall be interpreted in accordance with Utah Law.
- B. Default. If Lessees shall at any time be in default in payment of rent herein reserved, or in the performance of any of the covenants, terms, conditions or provisions of this Lease, and Lessees shall fail to remedy such default within ten days after written notice thereof from County, County may in any such case, at its option, terminate this Lease and re-enter upon the Property and repossess and enjoy same as in its first and former estate. If this occurs, this Lease and everything herein contained on the part of County to be done and performed shall cease and determine, without prejudice to the rights of County to recover from Lessees all rent due up to the time of such entry. In case of any such default and entry by County, County may relet said premises for the remainder of said term for the highest rent obtainable and may recover from the rent herein reserved. It is agreed that each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.
- C. 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 County and Lessees.

- D. 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.
- E. Holding Over. Any holding over after the expiration of the original term of this Agreement or any extension thereof without the written permission of County shall be construed as a tenancy from month-to-month, and in such case 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 monthly lease amount.
- F. Notices. Any notices or request to be made under this Lease shall be by United States Mail, registered or certified with return receipt requested, postage prepaid, or by express mail as follows:

COUNTY: Weber County Operations  
2380 Washington Blvd., Suite 250  
Ogden, UT 84401

LESSEES: Summers & Summers LLC:  
PO Box 85  
Eden, UT 84310  
  
Western Landscaping, Co.  
PO Box 793  
Eden, UT 84310

Until such time as either County or Lessees shall specify in writing a different address. Personal service of written notice shall also be deemed proper notice. Notice shall be effective when received. Notwithstanding, if said Notice is undeliverable at the address specified therefor, then notice shall be deemed effective on the day delivery is attempted.

- G. Severability. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision, 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.
- I. Time of Essence. Time is of the essence of this Lease and every term, covenant, and condition herein contained.
- J. Waiver. No waiver of the right to forfeiture of this Lease or re-entry upon breach of any of the conditions thereof shall be deemed a waiver of such right upon any subsequent breach of such or any other condition.

IN WITNESS WHEREOF, said parties have executed this Agreement as of the \_\_\_\_\_ day of November, 2021.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
James H. "Jim" Harvey, Chair

Commissioner Harvey voted \_\_\_\_\_  
Commissioner Jenkins voted \_\_\_\_\_  
Commissioner Froerer voted \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

SUMMERS & SUMMERS LLC

By \_\_\_\_\_

STATE OF UTAH            )  
                                      :ss  
COUNTY OF WEBER        )

On the \_\_\_\_\_ day of October, 2021, personally appeared before me \_\_\_\_\_, the signer of the within instrument and who duly acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary Public

WESTERN LANDSCAPING, CO.

By \_\_\_\_\_

STATE OF UTAH            )  
                                      :ss  
COUNTY OF WEBER        )

On the \_\_\_\_\_ day of October, 2021, personally appeared before me \_\_\_\_\_, the signer of the within instrument and who duly acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary Public



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