

**REAL PROPERTY LEASE AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF OGDEN CITY
AND WEBER COUNTY
FOR THE WEBER-MORGAN CHILDREN'S JUSTICE CENTER**

This Agreement is made and entered into by and between the Board of Education of Ogden City, a body politic, corporate and political subdivision of the State of Utah, hereinafter referred to as "District," with its principal place of business located at 1950 Monroe Blvd. Ogden, UT 84401, and Weber County, a body politic, corporate, and political subdivision of the State of Utah, with its principal place of business located at 2380 Washington Blvd. Ogden, UT 84401, hereinafter referred to as "County."

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

WHEREAS, District is willing to lease said property to County for the purpose of constructing and operating a Children's Justice Center pursuant to the Utah Children's Justice Center Program established under Title 67, Chapter 5b, Utah Code Annotated; and

WHEREAS, construction and operation of the new Weber-Morgan Children's Justice Center involves a joint effort of local entities, including cities, counties, and the District, with each contributing entity recognizing the significant regional benefit that such a center provides; and

WHEREAS, District and County have determined that this agreement is mutually beneficial to both.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION ONE
LEASED PREMISES

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

SECTION TWO
TERM

County shall have and hold the Property for a term commencing on the date of full execution below and ending on December 31, 2124.

SECTION THREE
LEASE PAYMENT

- A. Yearly Lease Amount. The lease payment to be paid by County to District shall be the sum of One Hundred Dollars (\$100) for the entire term, due within 30 days of the date of full execution.
- B. Operating Expenses. County shall pay any utilities associated with the Property upon County's occupation of the Property.
- C. Taxes and Insurance. County shall pay any taxes and fees incurred against the Property during the term of the lease unless otherwise specified in this Agreement. County 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 COUNTY AND DISTRICT

- A. Payments. County shall pay the lease payment due hereunder to Ogden City School District, 1950 Monroe Blvd., Ogden, Utah 84401, unless District designates a different address in writing to County.
- B. Use of Property. County shall only use the Property for the construction and operation of a Children's Justice Center pursuant to the Utah Children's Justice Center Program established under Title 67, Chapter 5b, Utah Code Annotated.

County shall not create or permit any nuisance or disturbance on the Property, nor commit any waste on the Property, nor shall it use the Property for any unlawful purpose. County 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.

District shall have the right to enter upon the Property at reasonable hours to inspect the same. Given the sensitive nature of conducting children interviews at the CJC, District shall coordinate and schedule any visits in advance.

- C. Assignment and Subletting. County shall not assign the lease to a third party. County may sublease all or a portion of the Property to a non-profit or government entity so long as the sublease satisfies a statutory obligation for operating a Children's Justice Center or otherwise furthers the purposes of operating a Children's Justice Center
- D. Liability Insurance and Indemnification. County agrees to maintain sufficient personal injury and property damage liability insurance to adequately protect District 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 County, their agents, contractors, employees or business invitees. County shall indemnify District against any and all claims resulting from County' use or activity on the Property, regardless of whether or not County' insurance covers such claims.
- E. "Market Value" Defined. As used in this Agreement, the "**Market Value**" shall be the value calculated by a licensed appraiser who is approved by both Parties. If the Parties

cannot agree on an appraiser within 30 days of the applicable triggering event, then the Parties shall engage their own appraiser, and "Market Value" shall be the average value between both appraisers' results (add District's appraisal and County's appraisal, then divide the total by two).

- F. Termination and Surrender. This Agreement may be terminated by mutual written agreement of the Parties.

Upon termination or expiration, County shall remove any personal property and leave the Property in good, marketable condition. If the County does not leave property in good, marketable condition or if such improvements are damaged beyond normal wear and tear, County shall pay costs incurred by District in cleaning or restoring said premises and property to good, marketable condition.

- G. The lease term may be renewed or extended by mutual written agreement of the parties.

SECTION FIVE

RIGHT OF FIRST REFUSAL and OPTION TO PURCHASE

- A. Right of First Refusal ("ROFR"). During the term of the lease, and provided that County is not in default at the time of exercise, County shall have the right of first refusal to purchase the Property, subject to the following terms and conditions:
1. First Refusal Notice. If, during the term of this lease, District decides to sell the Property (a "Proposed Transfer"), then County shall have a right of first refusal to purchase the Property in accordance with this Section Five. The triggering event for this right shall be District's receipt of either a firm offer from a third party to purchase the Property. In either case, District shall promptly deliver to County a notice (the "First Refusal Notice") setting forth (a) the identity of the proposed purchaser (the "Offeree") and (b) the sale price and each of the material financial terms of the proposed transaction (the "Purchase Terms").
 2. Response Period. County shall, for the 30-day period commencing upon receipt of the First Refusal Notice (the "ROFR Response Period"), have the exclusive right to purchase the Property pursuant to the Purchase Terms with the sale price reduced by the then-current Market Value of any improvements that the County has made to the Property during the term of the lease (the "Adjusted Purchase Terms"), by so notifying District in writing before 5:00 p.m. on the last day of the ROFR Response Period, whereupon County shall be bound to purchase from District, and District shall be bound to sell to County, the Property pursuant to the Adjusted Purchase Terms. District and County shall promptly execute a purchase and sale agreement to sell the Property to County on the Adjusted Purchase Terms and upon other terms typical to commercial real estate transactions in Weber County, Utah.
 3. Waiver of ROFR. If County shall either (a) deliver written notice of rejection of the First Refusal Notice to District, or (b) fail to deliver written notice of

acceptance of the First Refusal Notice within the ROFR Response Period, then County's right of first refusal hereunder shall conclusively be deemed to be waived with respect to the sale disclosed in the First Refusal Notice. If this happens, then District shall be free to complete the Proposed Transfer to the Offeree on the Purchase Terms, and the Offeree shall acquire the Property free and clear of the County's right of first refusal (which shall be extinguished, null, void, and of no further force or effect upon such sale). If, however, District does not complete the Proposed Transfer, then County's right of first refusal shall once again apply, and District shall not complete a subsequent proposed sale without first giving a new First Refusal Notice to County in compliance with the terms of this Section Five.

4. Sale under ROFR. A sale pursuant to County's right of first refusal shall be conducted in accordance with the following provisions:
 - a. County shall purchase the Property on the Adjusted Purchase Terms;
 - b. District shall convey to County the Property free of any liens or encumbrances and shall delivery to County or its designee a warranty deed, together with any ancillary documents necessary for the recordation thereof and any other required documents;
 - c. The closing shall be held in accordance with local custom in Weber County, Utah, or as otherwise agreed to by the parties;
 - d. District shall deliver to the title company closing the transaction evidence of authority to transfer the Property to County, and any other customary affidavits, indemnities, or documentation reasonably required by any title insurance company insuring the fee interest in the Property; and
 - e. All title insurance premiums, and other costs, fees, and expenses (including reasonable attorneys' fees and expenses) incurred in connection with the transfer of the Property shall be paid in accordance with the terms of the relevant First Refusal Notice, or agreed form of contract (or, if not specified therein, in accordance with local custom for commercial real estate transactions in Utah).
5. Lease Termination. Upon the completion of a purchase by County pursuant to the ROFR, this Lease and all obligations and liabilities of District and County hereunder shall terminate, except for those obligations which by their terms survive the termination hereof.
6. Other Conditions.
 - a. This ROFR is personal to County only and shall not be transferred or assigned to and cannot be exercised by any other third party.

- b. If County's ROFR is waived, and District sells the Property to a third party before the expiration of the term of this lease, then notwithstanding anything to the contrary contained herein, and for the avoidance of doubt, District hereby acknowledges and agrees that this lease shall remain in full force and effect until the end of the lease term, and County's rights and obligations under this lease shall remain unchanged, and County shall recognize the purchaser of the property as the District under this Lease for all purposes. To be sure, District shall include in the purchase agreement for the Property an assignment of this lease from the District to the purchaser, and County shall have the right to review the purchase agreement—before it is executed—for the existence of such provision.
- c. The parties shall execute and record a memorandum of lease, to put third parties on notice regarding the ROFR.

B. Option to Purchase. County shall have the option to purchase the Property after the lease term expires, subject to the following terms and conditions:

- 1. **Option Notice.** County shall exercise the option to purchase the Property by delivering written notice to District within 30 days of the date the lease term expires.
- 2. **Waiver of Option to Purchase.** If County fails to deliver written notice of acceptance of the Option to Purchase, then County's option to purchase hereunder shall conclusively be deemed to be waived.
- 3. **Sale Price and Purchase Agreement.** If County exercises its option to purchase the Property under this Section B, then the sale of the Property shall be conducted in accordance with the following provisions:
 - a. The sale price shall be the then-current Market Value of the Property minus the then-current Market Value of any improvements made by County to the Property during the term of the lease.
 - b. District shall convey to County the Property free of any liens or encumbrances and shall delivery to County or its designee a warranty deed, together with any ancillary documents necessary for the recordation thereof and any other required documents;
 - c. The closing shall be held in accordance with local custom in Weber County, Utah, or as otherwise agreed to by the parties;
 - d. District shall deliver to the title company closing the transaction evidence of authority to transfer the Property to County, and any other customary affidavits, indemnities, or documentation reasonably required by any title insurance company insuring the fee interest in the Property; and

e. All title insurance premiums, and other costs, fees, and expenses (including reasonable attorneys' fees and expenses) incurred in connection with the transfer of the Property shall be paid in accordance with the terms of the relevant First Refusal Notice, or agreed form of contract (or, if not specified therein, in accordance with local custom for commercial real estate transactions in Utah).

SECTION SIX
MISCELLANEOUS

- A. Applicable Law. This Lease shall be interpreted in accordance with Utah Law.
- B. Default. If County shall at any time be in default in the performance of any of the covenants, terms, conditions or provisions of this Lease, and County shall fail to remedy such default within thirty days after receiving written notice thereof from District, District may in any such case, at its option, terminate this Lease and take possession of the Property and all improvements thereon.
- 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 are permissible but must be in writing, executed by both District and County.
- 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 District 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.
- 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:

DISTRICT: Ogden School District
1950 Monroe Blvd.
Ogden, Utah 84401

COUNTY: Weber County
Attn: Weber County Attorney
2380 Washington Blvd
Ogden, Utah 84401

Until such time as either District or County 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.
- H. Time of Essence. Time is of the essence of this Lease and every term, covenant, and condition herein contained.
- I. 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 _____, 2023.

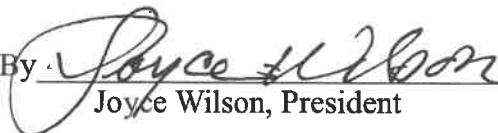
BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Gage Froerer, Chair


ATTEST:

Ricky Hatch, CPA
Weber District Clerk/Auditor

BOARD OF EDUCATION OF OGDEN CITY

By  _____
Joyce Wilson, President

ATTEST:


Zane K. Woolstenhulme
Business Administrator