

MEMORANDUM OF UNDERSTANDING

Between
Davis Technical College
and
Davis School District
Regarding the Future Purchase of the Canyon Heights Building

This Memorandum of Understanding (MOU) is entered into by and between Davis Technical College (DTC)—formerly the Davis Applied Technology Center (DATC), previously under the jurisdiction of the Utah State Board of Education (USBE) and now governed by the Utah System of Higher Education (USHE)—and the Davis School District (DSD).

This MOU establishes the mutual intentions and framework for the eventual purchase of the building currently known as the Canyon Heights Building, located at 525 E 300 S, Kaysville, UT 84037, consisting of approximately 34,430 square feet, situated on land owned by DTC and leased to DSD.

1. Background

1.1. The Canyon Heights Building was constructed by the DSD to house the Young Parents School and currently houses the District's Adult Education Program.

1.2. DTC owns the land beneath the Canyon Heights Building. The land is currently leased to at no cost to DSD under a long-term lease agreement effective September 1, 1999 through August 31, 2049.

1.3. The original lease agreement was executed between the Utah State Board of Education (on behalf of DATC/DTC) and the Davis School District.

1.4. DTC intends to seek approval from USHE to purchase the Canyon Heights Building in accordance with the USHE annual capital request cycle.

1.5. Upon approval by USHE, DTC will subsequently seek an appropriation from the Utah State Legislature.

1.6. DSD intends to separately seek approval for this proposed transaction from the DSD Board of Education.

2. Purpose

The purpose of this MOU is to outline the mutual intentions and general terms under which DTC may purchase the Canyon Heights Building from DSD, subject to approval by USHE,

legislative appropriation, and adequate time for DSD to secure a new location for its Adult Education Program.

This MOU is a non-binding framework and is not a purchase contract. A final purchase and sale agreement will be executed upon satisfaction of the conditions set forth herein.

3. Terms of the Proposed Sale

3.1. Estimated Purchase Price — The estimated purchase price for the Canyon Heights Building is \$3,185,000, based on valuation as of November 19, 2025.

3.2. Condition of Sale — The sale is contingent upon approval by USHE, full legislative funding, and approval by the DSD Board of Education.

3.3. No Obligation Without Funding — Neither party shall be obligated to proceed unless and until all necessary approvals and full funding have been obtained.

4. Transition and Occupancy Provisions 4.1. The intent is to allow DSD to have sufficient time to identify a new location for its Adult Education Program. 4.2. If DSD has not relocated by the time of sale, DTC shall allow continued occupancy for up to, but no more than, three (3) years from the date of closing.

4.1 The intent of both parties is to facilitate the transfer of the West portion (classrooms and offices) as soon as possible following the purchase by the DTC.

4.2 While DSD programs occupy the majority of the space, responsibility for ongoing maintenance, security, and utilities shall remain with the District.

4.3. Lease terms for occupancy of the dining hall, kitchen, and daycare facilities shall be negotiated under a separate agreement at market rental rates. While the long-term intent is for these functions to be relocated no later than July 2038, DTC and DSD are committed to work together in good faith to ensure that continuity of those functions will be provided to their clientele.

4.4. To the extent possible, the Utah Department of Facilities and Construction Management (DFCM) shall be granted access to install DTC-compatible building system upgrades prior to the vacating of the Adult Education spaces in the building (e.g., fiber connections, HVAC controls, etc.).

4.5. Document Transfer — As needed, DSD agrees to transfer to DTC all relevant building construction records, architectural drawings, engineering reports, maintenance logs, warranty information, and all documents reasonably necessary for DTC to assume long-term ownership and maintenance responsibilities.

4.6. Access for Evaluation — During the period between this MOU and the final sale, and thereafter until DSD fully vacates, DSD agrees to grant DTC personnel reasonable access to

the building for evaluation of renovation needs, repairs, any pre-purchase inspection, or code compliance. Access will be coordinated to avoid disruption of DSD operations.

5. USHE and Legislative Approval Process

5.1. DTC will submit a formal request to USHE in accordance with the annual capital approval cycle.

5.2. Upon USHE approval, DTC will seek legislative funding during the next legislative session.

5.3. DSD will cooperate by providing any documentation reasonably required to support the approval and appropriation processes.

6. Effect of This MOU

This MOU reflects the good-faith intentions of both parties and does not constitute a binding purchase agreement.

A binding agreement will be executed only after all required approvals are obtained and legislative funding is appropriated.

7. Term and Termination

This MOU becomes effective upon signature and remains in effect until a final purchase agreement is executed or either party terminates it through written notice.

SIGNATURES

Davis Technical College:

Davis School District:

Darin Brush, President

Date:

Dr. Dan Linford, Superintendent

Date:

Tami Tran, Chair
Davis Technical College Board of Trustees
Date:

Brigit Gerrard, President
Davis School District Board of Education
Date: