

LEASE OF CITY PROPERTY

This Lease is made on the ___ day of _____, 2020, between **South Ogden City**, a municipal corporation of the State of Utah, ("City"), of 3950 Adams Avenue, South Ogden, Utah 84403, and **Bonneville High School - FFA and/or the Weber School District**, a political subdivision, (hereinafter referred to as "Lessee"), of 251 E 4800 S, Washington Terrace, UT 84405 and 5320 Adams Ave. Pkwy, Ogden, UT, 84405 respectively.

1. The City agrees to lease to the Lessee and the Lessee agrees to lease from the City this property:

**Portions Of The South Ogden City Nature Park at 1175 E 5875 S St,
South Ogden, UT 84405, as designated by the Director of Public
Works.**

2. The term of this lease will be from the 1st day of July, 2020, until the 30th day of June, 2021, and thereafter, the lease shall continue year-to-year or until earlier rescinded or terminated as provided herein, below.
3. The lease payments will be in the amount of one dollar (\$1.00) per year and will be payable by the Lessee to the City, on the 1st day of August, 2020 and annually thereafter.
4. The Lessee agrees to use the property only for the following purposes: all uses as though it were Lessee's own property to support its FFA's gardening and grow box programs, and to otherwise maintain the property in a good, safe, and sanitary condition as if the property belonged to the Lessee, which ownership Lessee specifically disclaims.
5. No deposit is required under this lease.
6. Lessee agrees to maintain the property in a clean and sanitary manner and not to make any alterations to the property without the City's written consent. At the termination of this lease, the Lessee agrees to leave the property in the same condition as, or better condition than, when it was received, except for normal wear and tear and subject to proper authorization for any improvements installed by Lessee. Lessee agrees to timely remove any improvements that may have been installed at the termination of this lease.
7. Other than providing non-culinary water to facilitate Lessee's program, the City will supply no utilities to the property for the benefit of Lessee.
8. The Lessee agrees to obtain and pay for any utilities needed and / or desired but not otherwise provided to the property under the terms of paragraph 7, above.

9. Lessee agrees not to sub-let the property or assign this lease without the City's written consent. Lessee agrees to allow the City reasonable access to the property for inspection and repair. City retains the right to enter the property without notification to the Lessee in advance.
10. The Lessee has inspected the property and has found it satisfactory for its purposes and understands that the City has made and makes no representations on fitness of the property for Lessee's use or needs.
11. If the Lessee violates any other terms of this lease, and has not cured such violation or defect within 10 days of written notice of such violations, the City may terminate this lease in accordance with state law. The City may also re-enter and take possession of it and to take advantage of any other legal remedies available.
12. The City agrees that the Lessee may install the following equipment and fixtures to facilitate Lessee's use of the property: any reasonably consistent with use granted.
13. The Lessee agrees to indemnify, and hold the City harmless from any liability caused
14. by Lessee's operations or use of the property covered by this lease other than City's own negligence and/or misconduct. In addition, the Lessee agrees to carry liability insurance covering Lessee's operations and use of the property in the amount identified in the Certificate of Coverage provided to the City on July 20, 2020, with the City named as a co-insured party. Lessee agrees to furnish City copies of the insurance policies and to not cancel the policies without notifying the City in advance.
15. Reserved.
16. The following are additional terms of this Lease.
 - A. Lessee shall be responsible for all cleaning and routine custodial work and services for the area utilized by them.
 - B. Both of the parties retain the right to terminate this lease without cause by providing not less than 90-days' notice, in writing, to the other party.
17. The parties agree this Lease is the entire agreement between them. This Lease binds and benefits both the City and Lessee and any successors.
18. The parties agree that no presumption shall be attached to this Agreement because it may have been prepared by one of the parties or by one party's attorney.
19. The parties agree that the failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision.
20. The parties agree that all notices required, shall be in writing given only by prepaid telegram or mail, addressed to the other party the address on the face hereof, and

shall be deemed given on the date of dispatch or posting in the U.S. Mail, postage paid, certified mail, return receipt requested.

21. Any other provisions in this lease to the contrary notwithstanding, the City shall have the unilateral right to terminate this lease with not less than thirty (30) days' notice for any valid governmental purpose. The City shall determine in their sole discretion what constitutes a valid governmental purpose.

for South Ogden City
By: City Manager, Matthew Dixon

Bonneville High School/Weber School District
By: Business Administrator, Robert Peterson