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Mike Crawford

CITY
ADMINISTRATOR
Glenn Wadsworth



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Radine Murphy
Dale Higley
Gordon Stewart
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June 13, 2019

Attn: Tooele County Commission & Health Department
47 South Main Street
Tooele, UT 84074

Re: W.I.C. Office Space Lease Agreement

To Whom It May Concern:

The purpose of this letter is to propose a contractual Lease Agreement of certain building space in the basement of the Wendover Government Complex Building located at 920 East Wendover Boulevard. More specifically, the W.I.C. office space. As you know, on February 12, 2018, a Bill of Sale was executed by Tooele County conveying ownership of the Wendover Government Complex to Wendover City. Since that time there has been no formal agreement nor has there been consideration exchanged. The City of Wendover has had communications with Tooele County personnel regarding the desire and need to enter into a Lease Agreement for the WIC office space.

The total square footage of the WIC space is approximately 1,564 square feet. And using the same square footage cost that was used for the UHP lease, 11.60 per square foot, the total amount per month equates to \$1,511.87. However, in an effort to meet in the middle, as is done so often between Tooele County and the City of Wendover, we would like to hereby extend the offer of \$750.00 per month. Attached to this letter is a proposed Lease Agreement contract for your review, at the rate of \$750.00 per month for a five (5) year term, and to commence on July 1, 2019.

Please let us know if you have any additional questions regarding this Lease Agreement.

Sincerely,

A handwritten signature in black ink that reads "Glenn Wadsworth".

Glenn Wadsworth
City of Wendover Administrator

LEASE AGREEMENT

This Lease Agreement is made and entered into between **Tooele County**, a body politic and corporate of the State of Utah, whose principal place of business is 47 South Main, Tooele, Utah, hereinafter "Lessee", and the **City of Wendover**, whose principal place of business is 920 East Wendover Boulevard, Wendover, Utah, hereinafter called "Lessor".

WHEREAS, Lessor has stated its desire to lease, as Lessor, a portion of that certain building, known as the Wendover Government Complex, hereinafter referred to as "Leased Premises," to Tooele County, as Lessee, has accepted such Offer to lease as Lessee the Leased Premises under the terms and provisions set forth in this Lease Agreement as follows:

Section 1. Leased Premises

Lessor does hereby lease and rent unto Lessee, and Lessee does hereby take as tenant under Lessor, that certain real property comprising 1,564 square feet of office space in the facility known as the Wendover Government Complex, with a street address of 920 East Wendover Boulevard, Wendover, Utah.

Section 2. Term of Lease

The Initial terms of this lease shall be for a period of five (5) years which shall commence on July 1, 2019 and shall expire on June 30, 2024. If the option to renew is not exercised by the Lessee pursuant to section 3 of this Lease, and Lessee remains in possession of the Leased Premises after the expiration of the term hereof without objection by Lessor, such occupancy shall be a tenancy from month-to-month at a rental rate in the amount of the last monthly rent that applied hereunder, \$750.00 per month, plus all other charges payable hereunder, and upon all other terms hereof, insofar as the same are applicable to a month-to-month tenancy. Said month-to-month tenancy shall continue until terminated by either party by giving thirty (30) days advance written notice to the other party.

Section 3. Option to Renew

- A. Lessor covenants with Lessee that Lessor shall, at Lessee's option, again grant and lease to Lessee at the expiration of the lease term, the premises pursuant to the provisions of this Lease for and during the term of five (5) years thereafter, on the same terms and conditions, except as to the monthly and annual base rental price, which base rental price shall be determined by negotiation between the parties. Notwithstanding any other provision of this Lease Agreement, if the parties cannot agree on the base rental price for any extended or renewal term, this Lease Agreement shall terminate as provided herein.
- B. To exercise an option hereunder, Lessee must give Lessor written notice of its desire to extend the Lease Agreement an additional term at least ninety (90) days prior to the end of this Lease Agreement. Failure to timely exercise this option shall revoke and terminate any right to exercise options for successive periods.
- C. The parties shall have thirty (30) days after Lessor receives the option in which to agree on a base rental price during the extended or renewal term. If the parties agree on the base rental price for the extended or renewal term during that period, they shall immediately execute an amendment to this Lease stating the new base rental price.

- D. If the parties are unable to agree on the base rental price for the extended or renewal term within the specified period, the option notice shall be of no effect and this Lease shall expire at the end of the then term. Neither party to this Lease shall have the right to have a court or third party set the base rental price.

Section 4. Consideration

In consideration of granting this Lease Agreement and for the period beginning July 1, 2019 and ending June 30, 2024, the sum of the annual rentals payable by Lessee to Lessor shall be based on a rental rate of \$750.00 per month, for an annual rental of \$9,000.00. The Lessee shall make payments to the Lessor in the amount of \$750.00 per month, on the first day of every month each year during this Lease period. All rent payments shall be due and payable within fifteen (15) days of the dates specified herein. All rental payments shall be made payable and delivered to Lessor at the following address: Wendover City, P.O. Box 430, Wendover, UT 84043.

Section 5. Representations

Lessor represents that it is the lawful owner or lawful representative of the owners of the Leased Premises and that it has the right to lease the same as herein provided and does hereby guarantee quiet and peaceable enjoyment of the Leased Premises to Lessee.

Section 6. Delivery of Possession

Lessor agrees that the space shall be delivered ready for occupancy. Being "ready for occupancy" includes, but is not limited to, being in a neat, clean condition and properly finished, painted, weather-tight, moisture proof, adequately insulated and with all mechanical/electrical systems, equipment and fixtures in good operating condition. Lessee agrees that whenever Lessee exits the premises, whether at the end of this Lease Agreement, or at the end of a future renewal lease, Lessee shall return to Lessor the space in a "ready for occupancy" condition.

Section 7. Services Provided by Lessor

Lessor agrees to pay the following utilities furnished to the Leased Premises during the term hereof, to wit: electricity, heat, water, sewer, air conditioning, snow removal and office building standard cleaning services. Lessee agrees to pay for its own office telephone use, including maintenance and installation of telephone equipment.

Section 8. Taxes & Fire Insurance

Lessor shall pay all real property taxes, personal property taxes, and all other taxes assessed against the Leased Premises. Lessor further agrees to keep the Leased Premises fully insured to protect the same from loss or damage by fire, vandalism, and malicious mischief at all times during the term of this Lease Agreement. All costs of such insurance shall be borne by the Lessor. Lessee shall be responsible for damages to all building and personal property it may cause to property located in the Leased Premises except damage thereto caused by Lessor's negligence.

Section 9. Repair and Maintenance

All repairs and maintenance of the Leased Premises shall be made at the sole cost and expense of the Lessor, unless the Lessee has committed negligence in causing the need for repairs and/or maintenance. Lessor shall be responsible for all roof and structural repairs, wind damage, and glass breakage, providing full service repair and maintenance of heating and air conditioning equipment; all

plumbing repairs or maintenance; and providing ground and parking lot maintenance. Lessor agrees to make timely repairs and have adequate maintenance procedures. In the event of failure by Lessor to provide any services under this Lease and if said failure goes uncorrected for thirty (30) days after written notice by Lessee to Lessor, then Lessee shall have the right to secure said services and to deduct the cost thereof from the rental payments.

Section 10. Use of Premises

- A. Lessee shall use and occupy the Leased Premises for executive and general office duties for WIC and/or Tooele County. Lessee shall not at any time use or occupy the Leased Premises in any manner which would in any way violate the certificate of occupancy issued for the building, and shall not use or permit the Leased Premises to be used or occupied in whole or in part in a manner which may violate the laws, orders, ordinances, rules, regulations, or requirements of any department of federal or state government.
- B. Lessee agrees to permit LESSOR and any authorized representative of Lessor to enter the Leased Premises with twenty-four (24) hours prior notice to Lessee to fulfill any of Lessor's obligations under this Lease or to make any repairs deemed necessary by Lessor.
- C. Lessee shall have the right to deny Lessor's employees, agents, and/or Lessor's contractors, employees, or agents, access to any part of or all of the Leased Premises if, in the sole judgment of Lessee, such person(s) shall constitute a threat to any of Lessee's legitimate security or confidentiality interests.
- D. It is understood and agreed that Lessor has no control or interest in any manner of the activities contemplated by the Lessee pursuant to the provisions of this Lease and Lessor shall not be involved therein in any manner, other than the right to receive the rentals herein reserved and the right to the return of the Leased Premises as herein provided.

Section 11. Damage or Destruction of Leased Premises

In the event the Leased Premises are damaged or destroyed by fire or by any other means and are thereby made totally untenable at any time during the term of this Lease Agreement, Lessor or Lessee shall have the option to terminate this Lease Agreement within thirty (30) days of the date of such destruction. If the Leased Premises are only partially destroyed or damaged, this Lease Agreement shall continue in full force and effect for the remainder of the lease term and repairs shall be completed by Lessor within ninety (90) days.

Section 12. Lessee's Personal Property & Fixtures

All personal property and fixtures placed in or upon the Leased Premises by Lessee shall not become part of the Leased Premises and Lessee shall have the right to remove the same at the termination or expiration of the Lease.

Section 13. Termination & Surrender of Leased Premises

Lessee agrees to quit and surrender peaceable possession of the Leased Premises to Lessor when this Lease Agreement is terminated. Lessee agrees to leave the Leased Premises in as good a state of repair and sanitary condition as when received, reasonable wear and tear ad by the elements or by fire excepted.

Section 14. Default

Lessee shall be held in default of this Lease if Lessee fails to make payments to Lessor as defined in Section 4 of this Lease, and Lessee fails to make such payment within ten (10) business days after Lessor sends written notice to Lessee specifying the nature of the non-compliance by Lessee. If either Lessor or Lessee fails to comply with any of the terms of this Lease, the non-breaching party shall send notice to the breaching party and said party shall have thirty (30) days to cure such default.

Section 15. Costs & Attorney's Fees

In the event of default in carrying out the terms and conditions of this Lease, the party in default agrees to pay a reasonable attorney's fee and all costs of the other party in enforcing this Lease. If a breach of contract is alleged by either party against the other party, thirty (30) days prior written notice of default shall be given to the other party before any legal action is taken or in any other action or proceeding brought by either party against the other party pertaining to or arising out of this Lease.

Section 16. Manner of Giving Notice

Any notice to be given by either party to the other pursuant to the provisions of this Lease or of any law, present or future, shall be in writing and delivered personally to the party to whom notice is to be given, or by certified mail, return receipt requested, addressed to the party for whom it is intended at the address state below or such other address as it may have designated in writing. Notice shall be deemed to have been duly given, if delivered personally, upon receipt thereof, and if mailed, upon the third day after mailing thereof:

If to Lessor: City of Wendover, 920 East Wendover Boulevard, P.O. Box 430, Wendover, Utah 84083.

If to Lessee: Tooele County, 47 South Main Street, Tooele, Utah 84074.

Section 17. Force Majeure

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor disputes, inability to procure materials, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section shall excuse Lessee from the payment of any rentals required of Lessee hereunder except as expressly provided elsewhere in this Lease.

Section 18. Severability

Each and every covenant and agreement contained in this Lease Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which is invalid or unenforceable, shall not be affected.

Section 19. Governing Law

This Lease shall be governed and construed in accordance with the laws of the State of Utah.

Section 20. Entire Agreement

This Lease Agreement and the Exhibits, if any, attached hereto, and forming a part thereof, set forth all of the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee governing the Leased Premises. There are no covenants, promises, agreements, conditions and understandings, either oral or written, between them other than those herein set forth. Except as herein provided, no subsequent alterations, amendments, changes, or additions to this Lease shall be binding upon Lessor and Lessee unless and until reduced to writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto sign and cause this Lease Agreement to be executed.

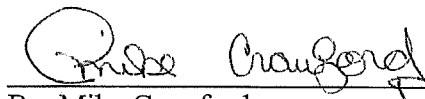
**LESSEE
TOOELE COUNTY**



23 Aug '19
Date

Tooele Commission Chair

**LESSOR
CITY OF WENDOVER, UTAH**



6/28/19
Date

By: Mike Crawford
Its: Mayor

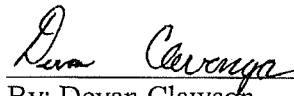
Approved by:



28 Aug 19
Date

Marilyn Gillette
Tooele County Clerk

ATTEST: (Seal)



6/28/19
Date

By: Devan Clawson
Its: City Recorder

