

APPENDIX E

Lease between Weber County Library Board of Trustees
and
The Weber County Library Development Board
for
Lease of Property for Ogden Valley Branch

**LEASE BETWEEN WEBER COUNTY LIBRARY BOARD OF TRUSTEES
AND THE WEBER COUNTY LIBRARY DEVELOPMENT FUND**

This lease agreement ("Lease") is made and entered into this 3rd day of March, 2020, by and between the Weber County Library Development Fund, a Utah Non-Profit Corporation, whose address is P.O. Box 150890, Ogden, UT 84115 ("Grantor") and Weber County Library Board of Trustees, ("Grantee")(collectively, "Parties," or individually, "Party").

WHEREAS, Grantor owns the property described in Exhibit A ("Property").

WHEREAS, the Property was purchased by Grantor for the purpose of promoting, sponsoring, developing, expanding, and supporting the Weber County Library and its educational, scientific, and charitable purposes, objectives, and programs; and

WHEREAS, Grantee has would like to use the property to support the Ogden Valley Branch for the benefit of Weber County residents; and

NOW THEREFORE, the Parties agree as follows:

1. Grantor hereby leases the Property to Grantee to support the Ogden Valley Branch library for the price of \$1 per year.
2. The term of this Lease shall be for 50 years so long as the land is used to support the Ogden Valley Branch. The Lease shall begin on the commencement date, March 15, 2020, and shall terminate on February 28, 2070.
3. The Property shall be used exclusively as a site for the support and benefit of the library. No building or structure of any kind other than one approved by the library board to support the library shall be erected, placed, or permitted on the Property or any part thereof.
4. In the event Grantee ceases to use the property pursuant to the conditions in paragraph 3 above, Grantor shall give written notice of such breach to Grantee. After receipt of such written notice, Grantee shall have 30 days in which to cure any breach provided that Grantee shall have such extended period of time as may be required beyond the 30 days if the nature of the cure is such that it reasonably requires more than 30 days and the Grantee commences the cure within the 30 day period and thereafter continuously and diligently pursues the cure to completion.
5. In the event Grantee does not cure the breach pursuant to paragraph 4 above, this agreement shall terminate and all right, title, and interest to the Property together with any improvements thereon shall revert to Grantor or its successors in interest.
6. Weber County, and its successors in interest, shall have the exclusive right of control and the expense of operation and maintenance of the Property, so long as it has any interest therein under this agreement.
7. The Parties may extend this Lease in writing upon such terms and conditions as may be

agreed upon. Any extension shall be signed by the Parties at the time of the agreed upon extension.

8. Grantee shall pay any and all taxes, assessments, or other governmental charges that shall or may be imposed on Grantee during the term of this Lease or that arise in connection with this Lease and the operation and maintenance of the library.

9. Grantee shall be responsible for the Property and shall repair, replace, and maintain the Property, and any additions, alterations, or improvements to the Property, in good order and condition at its own expense.

10. Grantee shall indemnify and hold Grantor harmless for any and all injuries, losses, claims, or damages to any person or property that occur on the property or that arise out of Grantee's use of the Property.

11. If any term or provision of this Lease shall be held invalid or unenforceable by any court or as a result of future legislative action, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. In lieu of such illegal, invalid, or unenforceable provision, the Parties shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this agreement.

12. Nothing contained herein shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of a joint venture between the Parties. It being understood and agreed that neither any provision contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the parties other than the relationship of Grantor and Grantee.

13. This instrument contains the entire and only agreement between the Parties, and no oral statements or representations that are not contained in this instrument shall have any force and effect.

14. This Lease shall not be modified in any way except by a writing executed by both Parties.

15. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Utah. The Parties waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Weber County, State of Utah.

16. In the event of a breach of this Lease, the Parties may obtain injunctive relief in addition to any and all other remedies available regardless of whether the injured party can demonstrate that no adequate remedy exists at law.

IN WITNESS WHEREOF, the Parties have executed this Lease the day and year first above written or have caused this Lease to be executed by their respective officers duly authorized.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By Gage Froerer

Gage Froerer, Chair

Date March 14, 2020

Commissioner Harvey voted	<input checked="" type="checkbox"/>
Commissioner Jenkins voted	<input checked="" type="checkbox"/>
Commissioner Froerer voted	<input checked="" type="checkbox"/>

ATTEST:

Ricky Hatch
Ricky Hatch, CPA
Weber County

WEBER COUNTY LIBRARY BOARD
OF TRUSTEES

By Diana Allison, Chair
Diana Allison, Chair

ATTEST:

Lynnda Wangsgard
Lynnda Wangsgard
Weber County Library Director

WEBER COUNTY LIBRARY
DEVELOPMENT FUND

By Marcia Harris
Marcia Harris, Chair

ATTEST:

Bryan Baron
Bryan Baron
Weber County Deputy Attorney

EXHIBIT A

PARCEL # 24-014-0030

ALL OF LOTS 6 & 7, BLOCK 19, PLAT A, HUNTSVILLE SURVEY, WEBER COUNTY, UTAH.

LESS AND EXCEPT THAT CONVEYED TO THE BOARD OF TRUSTEES OF THE WEBER COUNTY LIBRARY IN DOCUMENT RECORDED BOOK 1752 PG 937, E# 1339575.

APPENDIX F

Special Warranty Deed:
Weber County Library Board of Directors
to
Weber County

Special Warranty Deed:
Weber County
to
Roy City Corporation

Special Warranty Deed:
Roy City Redevelopment Agency
to
Weber County

Parcel No. 08530001
Owner: Weber County
Southwest Branch/Headquarters Property



W2694577

EH 2694577 PG 1 OF 2
ERNEST D ROWLEY, WEBER COUNTY RECORDER
16-JUL-14 425 PM FEE \$1.00 DEP JKC
REC FOR: WEBER COUNTY LIBRARY

Roy City Corporation
5051 South 1900 West
Roy, Utah 84067

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, Executed this 15th day of July, 2014

by Grantor, **WEBER COUNTY LIBRARY BOARD OF DIRECTORS**

whose address is 2464 Jefferson Ave.
Ogden, Utah 84401

to Grantee, **WEBER COUNTY**

whose address is 2380 Washington Blvd.
Ogden, Utah 84401

WITNESSETH, That the said grantor, for good consideration and for the sum of \$ 10.00 paid by the grantee, the receipt whereof is hereby acknowledged, hereby CONVEYS AND WARRANTS against all claiming by, through or under it, and against acts of itself, to the grantee, the following parcel of land in the County of Weber, State of Utah, and more particularly described as follows:

PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS 305 FEET WEST AND 193 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 11, RUNNING THENCE WEST 188 FEET, MORE OR LESS, TO AN EXISTING FENCE, THENCE NORTH 170 FEET, THENCE EAST 188 FEET, THENCE SOUTH 170 FEET TO THE PLACE OF BEGINNING.

ALSO A PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING ON THE EAST LINE OF ROY CITY'S PROPERTY AT A POINT LYING WEST ALONG THE SOUTH LINE OF SAID SECTION 11, 305 FEET AND NORTH 40 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 11, RUNNING THENCE WEST PARALLEL TO AND 40 FEET NORTH OF SAID SOUTH LINE OF SAID SECTION, 300 FEET TO THE WEST LINE OF ROY CITY'S PROPERTY; THENCE NORTH ALONG SAID WEST LINE 133 FEET, THENCE EAST 100 FEET, THENCE NORTH 20 FEET, THENCE EAST 200 FEET TO THE EAST LINE OF SAID PROPERTY; THENCE SOUTH ALONG SAID EAST LINE 153 FEET TO THE POINT OF BEGINNING. SUBJECT TO RIGHT OF WAY EASEMENTS AS DESCRIBED BELOW: BEGINNING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY, SAID POINT LYING WEST 605 FEET AND NORTH 40.0 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 11, RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID PROPERTY 133 FEET, THENCE EAST 100 FEET, THENCE SOUTH 24.0 FEET, THENCE WEST 68.0 FEET, THENCE SOUTH 109.0 FEET, TO THE SOUTH LINE OF SAID PROPERTY, THENCE WEST 32.0 FEET TO THE POINT OF BEGINNING. CONTAINS ALL OF PARCELS 08-077-0044 AND 08-077-0038 AS RECORDED IN THE WEBER COUNTY RECORDER'S OFFICE.

CONTAINS 75,860 SQ. FT. OR 1.74 ACRES MORE OR LESS.

WITNESS THE HAND(S) of said grantor(s) this 15th day of July, 2014.

Robert Scott Spencer
Robert Scott Spencer

Chair, Weber County Library
Board of Trustees Directors

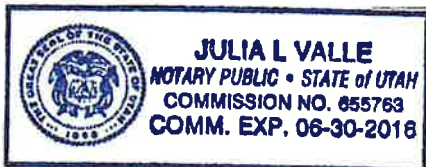
STATE OF UTAH }
 } s.s.
COUNTY OF WEBER }

On the 15th day of July, 2014, personally appeared before me, Robert Scott Spencer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Julia L. Valle

Notary Public



My Commission Expires: 6/30/16

Residing at: Ogden, UT



W2694578

EH 2694578 PG 1 OF 2
ERNEST D ROWLEY, WEBER COUNTY RECORDER
16-JUL-14 426 PM FEE \$1.00 DEP JKC
REC FOR: WEBER COUNTY

Roy City Corporation
5051 South 1900 West
Roy, Utah 84067

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, Executed this 15th day of July, 2014

by Grantor, **WEBER COUNTY**

whose address is 2380 Washington Blvd.
Ogden, Utah 84401

to Grantee, **ROY CITY CORPORATION, a Municipal Corporation,**

whose address is 5051 South 1900 West
Roy, Utah 84067

WITNESSETH, That the said grantor, for good consideration and for the sum of \$ 10.00 paid by the grantee, the receipt whereof is hereby acknowledged, hereby CONVEYS AND WARRANTS against all claiming by, through or under it, and against acts of itself, to the grantee, the following parcel of land in the County of Weber, State of Utah, and more particularly described as follows:

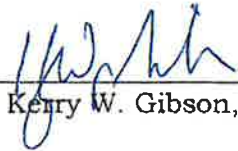
PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS 305 FEET WEST AND 193 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 11, RUNNING THENCE WEST 188 FEET, MORE OR LESS, TO AN EXISTING FENCE, THENCE NORTH 170 FEET, THENCE EAST 188 FEET, THENCE SOUTH 170 FEET TO THE PLACE OF BEGINNING.

ALSO A PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING ON THE EAST LINE OF ROY CITY'S PROPERTY AT A POINT LYING WEST ALONG THE SOUTH LINE OF SAID SECTION 11, 305 FEET AND NORTH 40 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 11, RUNNING THENCE WEST PARALLEL TO AND 40 FEET NORTH OF SAID SOUTH LINE OF SAID SECTION 11, 300 FEET TO THE WEST LINE OF ROY CITY'S PROPERTY; THENCE NORTH ALONG SAID WEST LINE 133 FEET, THENCE EAST 100 FEET, THENCE NORTH 20 FEET, THENCE EAST 200 FEET TO THE EAST LINE OF SAID PROPERTY; THENCE SOUTH ALONG SAID EAST LINE 153 FEET TO THE POINT OF BEGINNING. SUBJECT TO RIGHT OF WAY EASEMENTS AS DESCRIBED BELOW: BEGINNING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY, SAID POINT LYING WEST 605 FEET AND NORTH 40.0 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 11, RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID PROPERTY 133 FEET, THENCE EAST 100 FEET, THENCE SOUTH 24.0 FEET, THENCE WEST 68.0 FEET, THENCE SOUTH 109.0 FEET, TO THE SOUTH LINE OF SAID PROPERTY, THENCE WEST 32.0 FEET TO THE POINT OF BEGINNING. CONTAINS ALL OF PARCELS 08-077-0044 AND 08-077-0038 AS RECORDED IN THE WEBER COUNTY RECORDER'S OFFICE.


CONTAINS 75,860 SQ. FT. OR 1.74 ACRES MORE OR LESS.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed by its authorized officer this 15th day of July, 2014.


Board of County Commissioners of
Weber County

By 
Kerry W. Gibson, Chair

ATTEST:


for Ricky Hatch, CPA
Weber County Clerk/Auditor

I hereby certify that the sale and transfer the property described herein was duly approved at a regularly scheduled meeting of the Board of County Commissioners on the 15th day of ~~July~~ May, 2014.


for Ricky Hatch, CPA
Weber County Clerk/Auditor



W2694579

E# 2694579 PG 1 OF 2
ERNEST D ROWLEY, WEBER COUNTY RECORDER
16-JUL-14 4:27 PM FEE \$1.00 DEP JKC
REC FOR: ROY CITY REDEVELOPMENT AGENCY

Weber County
2380 Washington Blvd.
Ogden, Utah 84401

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, Executed this 15 day of July, 2014

by Grantor, Roy City Redevelopment Agency

whose address is 5051 South 1900 West
Roy, Utah 84067

to Grantee, Weber County

whose address is 2380 Washington Blvd.
Ogden, Utah 84401

WITNESSETH, That the said grantor, for good consideration and for the sum of \$ 10.00 paid by the grantee, the receipt whereof is hereby acknowledged, hereby CONVEYS AND WARRANTS against all claiming by, through or under it, and against acts of itself, to the grantee, the following parcel of land in the County of Weber, State of Utah, and more particularly described as follows:

A PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 4000 SOUTH STREET WHICH POINT IS SOUTH 89°41'27" WEST 1220.11 FEET ALONG THE NORTH LINE OF SAID SECTION 11, AND SOUTH 00°48'59" WEST 47.01 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 11; RUNNING THENCE NORTH 89°41'27" EAST 376.30 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE WEST RIGHT-OF-WAY LINE OF 2025 WEST STREET; THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG SAID WEST RIGHT-OF-WAY LINE; (1) SOUTH 00°22'24" EAST 135.73 FEET TO A POINT OF CURVATURE WITH A 215.16 FOOT RADIUS CURVE TO THE LEFT; (2) 44.17 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°45'45" (CHORD BEARS SOUTH 06°17'15" EAST 44.09 FEET), TO A POINT OF TANGENCY; (3) SOUTH 11°04'36" EAST 608.85 FEET TO THE NORTH LINE OF THE WAHLEN NORTH PARK PROPERTY; THENCE SOUTH 89°41'27" WEST 138.24 FEET ALONG SAID NORTH LINE TO THE SOUTHEAST CORNER OF THE UNITED STATES OF AMERICA PROPERTY; THENCE NORTH 00°56'09" EAST 110.00 FEET ALONG THE EAST LINE OF SAID PROPERTY TO AN EXISTING MONUMENT AT THE NORTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 89°03'51" WEST 25.00 FEET ALONG THE NORTH LINE OF SAID PROPERTY TO AN EXISTING MONUMENT AT THE NORTHWEST CORNER OF SAID PROPERTY; THENCE SOUTH 00°56'09" WEST 110.00 FEET ALONG THE WEST LINE OF SAID PROPERTY TO THE SAID NORTH LINE OF WAHLEN NORTH PARK PROPERTY; THENCE SOUTH 89°41'27" WEST 346.83 FEET ALONG THE NORTH LINE OF SAID PROPERTY TO A SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 2 OF WASATCH EXECUTIVE PARK PHASE 2 AS RECORDED IN THE WEBER COUNTY RECORDER'S OFFICE; THENCE NORTH 00°48'59" EAST 777.32 FEET ALONG SAID EAST LINE OF LOT 2 TO THE POINT OF BEGINNING.

CONTAINS 332,594 SQ. FT. OR 7.635 ACRES MORE OR LESS

WITNESS THE HAND(S) of said grantor(s) this 15 day of July, 2014.

Willard Craig Chairman

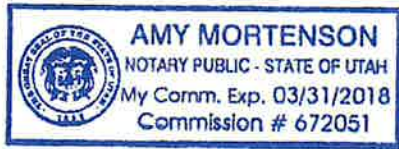
STATE OF UTAH }
 } s.s.
COUNTY OF WEBER }

On the 15 day of July, 2014, personally appeared before me, Willard Craig, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Amy Mortenson

Notary Public



My Commission Expires: 03/31/2018

Residing at: 5051 S. 1900 W. Ray, UT

Ownership Info

Owner WEBER COUNTY CORP
WEBER COUNTY

Property

Mailing 2380 WASHINGTON BLVD
#350
OGDEN UT 844011456

Tax Area 254

Plat Maps
08-533 [View PDF](#)
January 10 2024

Prior Years Plat Maps
2017 - 08-533 [View PDF](#)
2016 - 08-533 [View PDF](#)
2015 - 08-533 [View PDF](#)
2014 - 08-533 [View PDF](#)

Dedication Plats
Wasatch Executive Park
Ph 02
73-098(TIF)

Current References

Entry #	Book	Page	Recorded Date
2694579			July 16, 2014

Kind of Instrument
WARRANTY DEED

Prior Parcel Numbers
085330001 (Discontinued)

Legal Description

A PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 5NOR RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF 4000 SOUTH STREET WHICH POINT IS SOUTH 89D41'27" WEST 1220.11 FEET ALONG THE NORTH LINE OF SAID SECTION 11, AND SOUTH 00D48'59" WEST 47.01 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 11; RUNNING THENCE NORTH 89D41'27" EAST 376.30 FEET ALONG SAID SOUTH RIGHT OF WAY LINE TO THE WEST RIGHT OF WAY LINE OF 2025 WEST STREET; THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG SAID WEST RIGHT OF WAY LINE: (1) SOUTH 00D22'24" EAST 135.73 FEET TO A POINT OF CURVATURE WITH A 215.16 FOOT RADIUS CURVE TO THE LEFT; (2) 44.17 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11D45'45" (CHORD BEARS SOUTH 06D17'15" EAST 44.09 FEET), TO A POINT OF TANGENCY (3) SOUTH 11D04'36" EAST 608.85 FEET TO THE NORTH LINE OF THE WAHLENNORTH PARK PROPERTY; THENCE SOUTH 89D41'27" WEST 138.2 FEET ALONG SAID NORTH LINE TO THE SOUTHEAST CORNER OF THE UNITED STATES OF AMERICA PROPERTY; THENCE NORTH 00D56'09" EAST 110.00 FEET ALONG THE EAST LINE OF SAID PROPERTY, TO AN EXISTING MONUMENT AT THE NORTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 89D03'51" WEST 25.00 FEET ALONG THE NORTH LINE OF SAID PROPERTY TO AN EXISTING MONUMENT AT THE NORTHWEST CORNER OF SAID PROPERTY; THENCE SOUTH 00D56'09" WEST 110.00 FEET ALONG THE WEST LINE OF SAID PROPERTY TO THE SAID NORTH LINE WAHLENNORTH PARK PROPERTY; THENCE SOUTH 89D41'27" WEST 346.8 FEET ALONG THE NORTH LINE OF SAID PROPERTY TO A SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 2 OF WASATCH EXECUTIVE PARK PHASE 2 AS RECORDED IN THE WEBER COUNTY RECORDERS OFFICE; THENCE NORTH 00D48'59" EAST 777.32 FEET ALONG SAID EAST LINE OF LOT 2 TO THE POINT OF BEGINNING. CONTAINS 332,594 SQUARE FEET OR 7.635 ACRES MORE OR LESS. (E# 2694579)