

**MINUTES
MUNICIPAL BUILDING AUTHORITY
APRIL 03, 2024**

The Municipal Building Authority met at the County Courthouse, 01 South Main Street, Brigham City, Utah at **5:55 p.m.** on **APRIL 03, 2024**. The following Board Members were present:

Lee Perry	Chairman
Boyd Bingham	Member
Stan Summers	Member
Marla Young	Clerk

The meeting was called to order by Chairman Perry.

THE MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL BUILDING AUTHORITY ON DECEMBER 20, 2023 WERE APPROVED AS WRITTEN ON A MOTION BY MEMBER SUMMERS SECONDED BY MEMBER BINGHAM AND UNANIMOUSLY CARRIED.

AGENDA: (See *Attachment No. 1.*)

AGENDA ITEMS

Public Hearing About Property to be Leased, Parcel 04-091-0003-Scott Lyons

Attorney Stephen Hadfield explained the parcel is used for grazing and is put out for bid to follow the county's purchasing process.

Chairman Perry opened the public hearing.

There was no public comment.

MOTION: Member Summers made a motion to close the public hearing. The motion was seconded by Member Bingham and the hearing was closed.

MBA Property Lease Agreement #24-01 with Jason Cook-Scott Lyons

Attorney Stephen Hadfield stated the highest bid came from Jason Cook to lease the property.

MOTION: Member Summers made a motion to approve Lease Property Agreement #24-01.

The motion was seconded by Member Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Member Bingham voting Yea, and Member Summers voting Yea.

ADJOURNMENT

A motion was made by Member Bingham to adjourn. Member Summers seconded the motion, and the Municipal Building Authority meeting adjourned at 6:06 p.m.

ATTEST:




Marla R. Young, Clerk



Lee Perry, Chairman



MUNICIPAL BUILDING AUTHORITY

Commission Chambers, 01 South Main Street, Brigham City, Utah 84302

Wednesday, April 03, 2024 at 5:00 PM

AGENDA

NOTICE: Public notice is hereby given that the Box Elder County Municipal Building Authority will hold a Regular Meeting commencing at 5:00 P.M. on Wednesday April 3, 2024 in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah.

1. CALL TO ORDER

- A. Approve Minutes December 20, 2023

2. AGENDA ITEMS

- A. Public Hearing About Property to be Leased, Parcel 04-091-0003-Scott Lyons
- B. MBA Property Lease Agreement #24-01 with Jason Cook-Scott Lyons

3. ADJOURNMENT

Prepared and posted this 29th day of March, 2024. Mailed to the Box Elder News Journal and the Leader on the 29th of March, 2024. These assigned times may vary depending on the length of discussion, cancellation of scheduled agenda times and agenda alteration. Therefore, the times are estimates of agenda items to be discussed. If you have any interest in any topic you need to be in attendance at 5:00 p.m.

A handwritten signature in black ink, appearing to read 'Marla R. Young'.

Marla R. Young - County Clerk

Box Elder County

NOTE: Please turn off or silence cell phones and pagers during public meetings. This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made three (3) working days prior to this meeting. Please contact the Commission Secretary's office at (435) 734-3347 or FAX (435) 734-2038 for information or assistance.

Public Hearing 04-03-2024
Municipal Buildings Authority

Property to be leased
Parcel 04-091-0003

<u>Name</u>	<u>Phone #</u>
Chaise Bennett	(408) 435-734-3349
Celeste Muhlestein	435-730-1411
Dianna Baker	435-239-9607
DeAnna Hardy	ON RECORD
Chad Montgomery	435-734-3301
Shirlene Larsen	435-734-3360
Jenica Stander	435 303 8554
EVNA NELSON	435 730 3153

AGRICULTURAL LEASE

This AGRICULTURE LEASE made in the State of Utah as of the 3rd day of April 2024, by and between BOX ELDER COUNTY MUNICIPAL BUILDING AUTHORITY, as Lessor, and Jason Douglas Cook as Lessee.

RECITALS

WHEREAS, Lessor is the current owner of that certain real property identified as tax parcel number 04-091-0003 located at 8700 W 6800 N in Box Elder County and more specifically described and identified in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, Lessor is desirous of leasing the Property; and

WHEREAS, Lessee is desirous of leasing the Property from the Lessor for the purpose of the grazing of livestock and/or agricultural farming operations; and

WHEREAS, Lessee has previously submitted to Lessor a bid for the lease of the property, which bid was accepted and approved by Lessor; and

WHEREAS, Lessor has held a public hearing concerning Lessee's proposed lease of the Property and after allowing for public input concerning the proposed lease, Lessor has determined that the Property should be leased to Lessee; and

WHEREAS, Lessor and Lessee are desirous of entering into the Farm Lease agreement;

NOW THEREFORE, based upon these recitals and the consideration set forth herein, Lessor does hereby lease the Property to Lessee upon the following terms and conditions:

1. Lease Payments. The Lessee shall pay Lessor the sum of \$4,000 per year as rent for the Property during the lease term, said rental to be payable not later than _____ 2024 for the first year and January 1 each year thereafter.
2. Lease Term. The term of this lease shall be from 1 January 2024 through and including 31 December 2026.
3. Lessee to Farm in Good and Husbandlike Manner. The lessee shall, during the term of this lease, operate and maintain the Property in a good and husbandlike manner, according to the most approved course and practice of husbandry, and shall not plow up any land now in meadow or pasture without the written consent of the Lessor first had and obtained in writing.
4. No Waste. The Lessee shall not commit and shall not allow or suffer any waste to be committed or to occur on the Property.
5. No Assignment of Subletting. The Lessee shall not assign nor sublet or attempt to assign or sublet the Property or any part thereof without the written approval of the Lessor, first had and obtained in writing, and any attempt so to assign said lease or sublet the Property or any part thereof shall be absolutely void and of no effect whatsoever.



6. Maintenance of Improvements. The Lessee shall, at its own expense, keep all of the farm buildings, fences and all other farm improvements now on the Property or hereafter placed thereon in as good repair as the same now are or may at any time be placed by either Lessor or Lessee, as often as the same shall require any maintenance and/or repair, damage by superior force, inevitable accident or fire from any other cause than the carelessness on the Lessee or persons of his family or in his employ excepted.
7. Control of Noxious Weeds. The Lessees shall keep all of the Property, including, but not limited to the fields, pastures, meadows, ditch banks and fence rows, and all roadsides adjoining the Property, free and clear of noxious weeds and brush and prevent the same from maturing, all in accordance with the best standards of husbandry, and shall promptly comply with any and all lawful orders issued with respect to the control and elimination of said noxious weeds from the Property and adjacent roadways issued by any public authority having jurisdiction to issue the same with respect to the Property.
8. No Unlawful Purpose. The Lessee shall not use or occupy the Property or any part thereof for any unlawful purpose and shall not commit any nuisance thereon or permit any nuisance to exist thereon.
9. Delivery and Surrender of the Property. The Lessee shall surrender and deliver up the Property at the end of the term or any other time when the Lessor under the terms hereof shall be entitled to resume possession thereof, in as good order and condition as the same now are, or may be put by the Lessor, reasonable use and ordinary wear and tear thereof and damage by fire resulting from any other cause than the carelessness of the Lessee or persons of his family or in his employ, or damage resulting from any other unavoidable casualty, excepted. Any improvements on the Property, including fencing, shall remain upon the Property and become the property of Lessor upon the termination of this Lease.
10. Default. In the event the Lessee shall default in the payment of any installment or rent herein provided to be paid when the same becomes due or shall fail promptly and strictly to keep and perform any one or more of the other covenants and agreements of this lease by him to be kept and performed at the time when the same should be kept and performed (and time is of the essence hereof) and shall fail to remedy any such default within ten days after notice of said default shall have been mailed by Lessor to him by United States Certified Mail, directed to him at the address hereinbefore specified, it shall be lawful for the Lessor, its successors or assigns to reenter the Property and the same to have again, repossess and enjoy, as in their first and former estate, WITHOUT PREJUDICE, HOWEVER, to the right of the Lessor to recover from the said Lessee all rent due on said lease and any and all damages suffered by the Lessor, or any of them from any such breach of covenant or agreement by the Lessor, its successors, or assigns, and the Lessor may relet the Property for the remainder of the term for the highest rent obtainable, and may recover any deficiency from the Lessee, his executors and administrators. It is specifically understood, covenanted and agreed, that the remedies in this paragraph or in any other provision of this lease provided for the relief and benefit of the Lessor, are cumulative and shall not be exclusive, and that the Lessor, in addition thereto, may further have and resort to any and all other remedies available at law or in equity for the enforcement of the terms, conditions, covenants, and agreements hereof and any and rights arising from the breach of any thereof.

11. Quiet and Peaceful Enjoyment of the Property. The Lessor, for its successors and assigns, covenant and agree with the Lessee, his executors' and administrators, that the said Lessee, paying the rents, and observing, performing and keeping the covenants and agreements herein provided on his part to be kept, performed and observed, shall lawfully, peacefully and quietly hold, occupy and enjoy the Property during the term of this lease, without any let, hindrance, ejection or molestations by the said Lessor, its successors or any person or person lawfully claiming under them.
12. Attorneys Fees and Costs. In the event either party shall breach any covenant or agreement herein contained or any term or condition hereof and the other party shall retain any attorney to assist in enforcing any or all of the same, or any right or remedy arising from any such breach or failure of performance, whether by legal action or otherwise, the defaulting party shall, in either or any of said cases pay all of the costs and expenses incident to the enforcement of any such right or remedy, including a reasonable attorney's fee.
13. Lessor's Right to Market the Property. It is understood and agreed that Lessor may have a need to market the Property on short notice, and therefore it is agreed that Lessor has the right to terminate this lease on thirty days notice to Lessee at any time, for any reason. Upon such a termination occurring, Lessees shall be refunded any portion of rent paid for periods of the lease term during which the Lessee is not able to remain in possession of the Property.
14. Indemnification and Hold Harmless. Lessee hereby agree to indemnify and hold harmless the Lessor from any and all claims, lawsuit, damages, or liability arising from or connected with the Lessee's activities upon or use of the Property. Furthermore, Lessee will be responsible to Lessor for any damage to the property arising from or connected with Lessee's use of the Property.
15. Termination by Either Party. This agreement may be terminated upon 60 days prior written notice without cause or penalty, by either party. Lessor to reimburse Lessee for any amount not used.

IN WITNESS WHEREOF the parties have hereunto subscribed their names as of the day and year first above written.

LESSOR



ATTEST


Box Elder County MBA


County Clerk

Acknowledgment

State of Utah)

County of Box Elder^s)

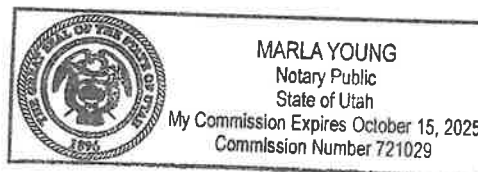
On this 3rd day of April, in the year 2024, before me, Marla R. Young a notary
date month year notary public name

public, personally appeared Lee Perry, Chairman, proved on the basis of satisfactory
name of document signer

evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged
(he/she/they) executed the same.

Witness my hand and official seal.

Marla R. Young
(notary signature)



(seal)

LESSEE

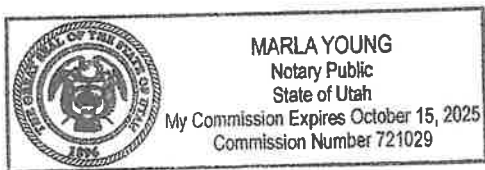


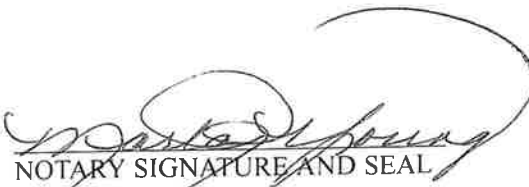
Jason Douglas Cook
9080 N 6800 W
Tremonton, UT 84337
(435) 230-0437

STATE OF UTAH)
 :SS.
COUNTY OF BOX ELDER)

This instrument was acknowledged before me this 5th day of April 2024, by

Jason Douglas Cook,





NOTARY SIGNATURE AND SEAL

LEGAL DESCRIPTION
04-091-0003

SE/4 OF SEC 1 TWP 10N, R4W, SLM. LESS A 2 RD STRIP ON NORTH FOR
ROAD. CONT. 156 AC. M/L