

68-c
Agreement
School lease

LEASE AGREEMENT

This agreement made and entered into by and between THE BOARD OF EDUCATION OF THE BOX ELDER COUNTY SCHOOL DISTRICT hereinafter referred to as Lessor and MANTUA TOWN, a municipal corporation of the State of Utah, hereinafter referred to as Lessee,

WITNESSETH:

THAT WHEREAS the Lessor is the owner of the following described property situate in Box Elder County, Utah, to-wit:

Lots 25 and 26 in Block 11, Plat "A" Mantua Survey being in Section 22. T. 9. N. R. 1. W. S. L. M., less tract owned by Town of Mantua.

Together with all water rights thereunto belonging.

which has heretofore been used for the purpose of maintaining a school for the residents of Mantua Town, Box Elder County, Utah; and,

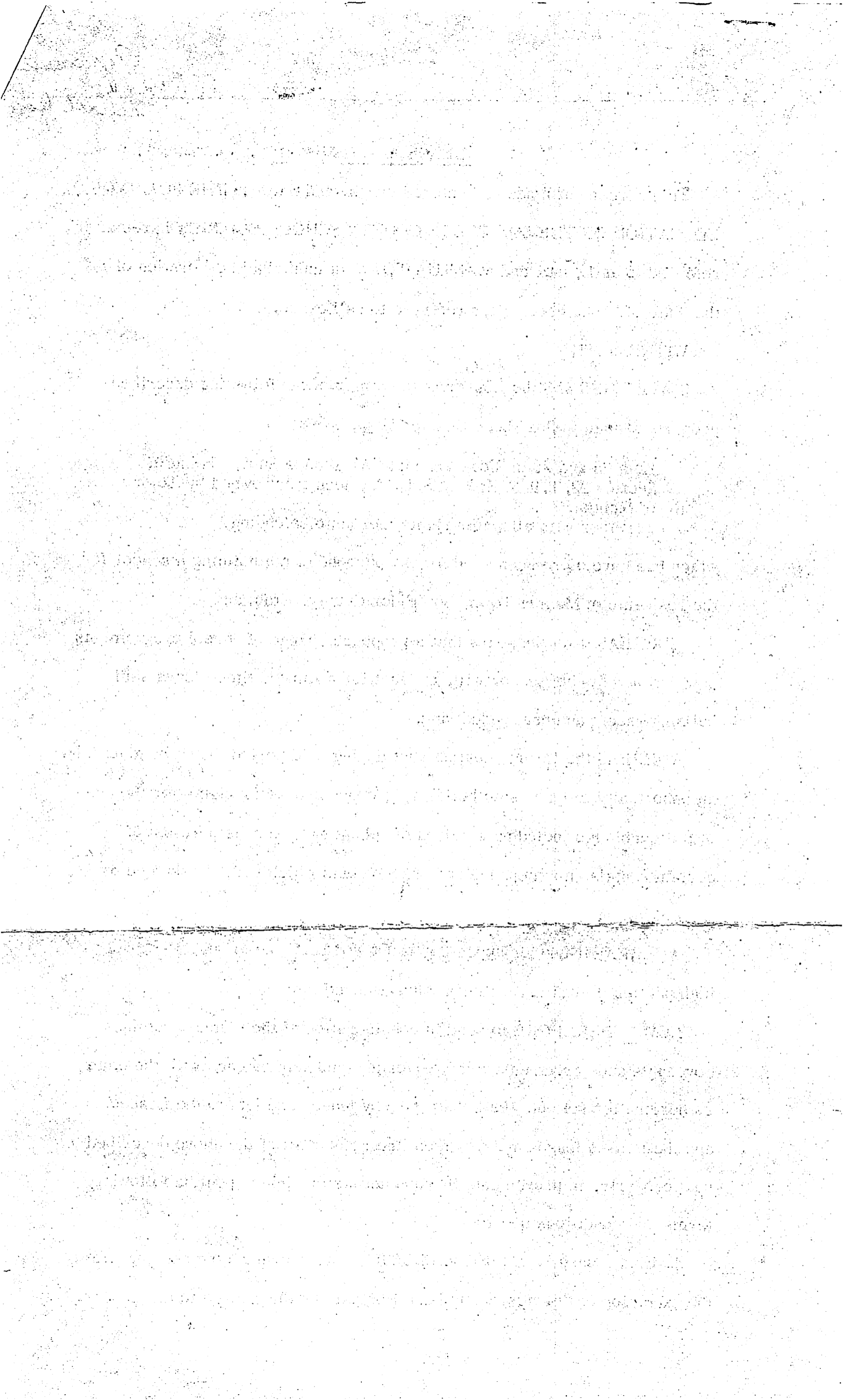
WHEREAS it now appears that a proposed change of school program, as now outlined by the Lessor will, at least for a limited time, leave said building vacant and unattended; and,

WHEREAS the Lessee desires that during said period that it be given an opportunity to lease said building, grounds and water rights for the use of its inhabitants including children of school age, in consideration of certain rentals, maintenance and upkeep costs which will be assumed by the Lessee; and,

WHEREAS it further appearing that it will be to the mutual benefit of both parties if such arrangements are entered into.

NOW, THEREFORE for and in consideration of the mutual promises, covenants and agreements to be performed and kept by each with the other, as hereinafter set out, the Lessor hereby leases and lets to the Lessee, and the Lessee leases and lets from the Lessor all of the above described real property, improvements thereon and water rights upon the following terms and conditions to-wit:

1. That a cash rental of One (\$1.00) Dollar per year commencing with the execution of this agreement, shall be paid by the Lessee to the Lessor.



2. That the Lessee will, at its own expense, keep and maintain said buildings, improvements, grounds and water rights in a good state of repair, during the term of said lease and will, in addition, pay the insurance premium to insure said building against fire and other hazard with the Lessor to bill the Lessee annually for said cost. Lessee further agrees that should the Lessor, in its opinion, deem it advisable to institute any maintenance of the premises hereby leased which, in its opinion is necessary or needful to maintain said premises, that the Lessee will promptly pay for all costs so created upon presentation of a bill from the Lessor.

3. The Lessee agrees that it will make no changes in the construction of said building without first obtaining the consent of the Lessor. Each further agree that if said consent is given that they will arbitrarily fix a period of life which shall become the basis for any refund in the event this lease is canceled by the Lessor before the termination of said period of life and shall work in the following manner: That the total cost of said improvements shall be determined after said work is done and the period of life so arbitrarily chosen shall be used in the event that a termination of this lease takes place during said period and the Lessee shall be entitled to a refund from the Lessor of that portion of the cost of construction which the unused period of life bears to the whole. Each further agree however that if this lease is canceled by the Lessee that no refund shall be due from the Lessor if it takes place prior to the period of life so arbitrarily chosen.

4. That the said Lessee will not sublease or sublet said premises during the term of this lease except by special permission of the Board of Education but will use the same for municipal and recreational purposes for the inhabitants of Mantua Town.

5. Each agree that the Lessor may terminate this lease agreement with the Lessee upon one (1) year's written notice. If, in the Lessor's opinion at any time it might be necessary or convenient to terminate said lease, the Lessee agrees to remove and vacate from said premises

at the expiration of said one (1) years notice. Each further agreeing that the Lessee may terminate this lease at any time by written notice and the said Lease shall be terminated upon receipt of said notice. Each further agreeing that this lease shall continue in full force and effect from year to year, unless canceled as herein provided.

IN WITNESS WHEREOF the said Lessor has caused this instrument to be signed by the President of the Board pursuant to authority of a resolution of its Board Members and caused this instrument to be attested by its Clerk this 28 day of February, 1968. The Lessee has caused this instrument to be signed by its Mayor and attested by its Town Clerk pursuant to authority of a resolution of its Town Board this 4 day of ^{March}~~February~~, 1968.

BOARD OF EDUCATION OF THE BOX ELDER COUNTY SCHOOL DISTRICT.

ATTEST:

David N. Monell

By [Signature]
President of the Board of Education
Lessor

MANTUA TOWN, a municipal corporation

ATTEST:

[Signature]
Town Clerk

By [Signature]
Mayor
Lessee