

Date: December 12, 2024
To: Weber County Board of County Commissioners
From: Scott Mendoza
Community Development Department
Agenda Date: December 17, 2024
Subject: **Request for approval of an amendment to the existing lease agreement between Weber County and GT Title.**
Attachments: A – Amended Lease Agreement

Summary:

GT Title (Griffiths & Turner/GT Title Services, INC.) currently leases Suite #102 within the Weber Center and has done so since December 16, 2019. The “leased premises” consist of 2,594 sq.ft. of gross rentable area and the lease agreement provides for a five-year rental term and an expiration date of December 31, 2024. Among other basic provisions, the lease offers GT Title an option to extend the lease for up to two additional years; however, GT Title’s request for an extension did not meet the noticing requirements of the lease. Because the noticing requirements were not met, the County has flexibility to negotiate changes to all provisions in the lease.

See Attachment A for a proposed and amended lease agreement that includes the following revisions:

1. The rental term will be extended for only one year, expiring December 31,2025.
2. GT Title will not have an option to extend the lease beyond the expiration date; however, any further amendments will be at the County’s sole discretion, based on further negotiations between the parties.
3. The new base monthly rate is \$5,188.00.
4. County contact information has been updated.
5. The County can request the removal of GT Title’s signage at any time, where otherwise signage could remain throughout the full term of the lease. Additionally, a penalty has been added for failure to remove signage.
6. Clarification that the County protects itself and its property through participation in the Utah Counties Indemnity Pool (instead of an insurance company) has been added.
7. Clarification that the County is subject to Utah’s public records laws has been added.

**FIRST AMENDMENT TO LEASE AGREEMENT
BY AND BETWEEN
WEBER COUNTY
AND
GRIFFITHS & TURNER/GT TITLE SERVICES, INC. D/B/A GT TITLE SERVICES**

This is the First Amendment to the Lease Agreement that took effect December 16, 2019 (the “Original Lease”), by and between LAND OF OG, L.L.C., a Utah limited liability company, and GRIFFITHS & TURNER/GT TITLE SERVICES, INC. D/B/A GT TITLE SERVICES, a Utah corporation with its principal place of business located at 5295 South Commerce Drive, Ste. 150, Salt Lake City, UT 84107, hereinafter referred to as “Tenant.”

WHEREAS, in the Original Lease, Land of Og, L.L.C. leased approximately 2,594 square feet of gross rentable area to Tenant, located in Space 102 of the Weber Center building at 2380 Washington Blvd. in Ogden, Utah.

WHEREAS, Weber County (“the County”), a political subdivision of the State of Utah, with its principal place of business located at 2380 Washington Blvd., Ogden, UT 84401, is the successor-in-interest to Land of Og, L.L.C. for the Original Lease; and

WHEREAS, the Original Lease term expires on January 1, 2025; and

WHEREAS, under the Original Lease, Tenant had the option to renew the lease for two years by providing at least 180 days’ notice of its intent to exercise the option; and

WHEREAS, Tenant did not exercise the renewal option provided in the Original Lease; and

WHEREAS, Tenant desires to renew the lease for one year; and

WHEREAS, the County is willing to renew the lease for one year, on the terms stated in this First Amendment to the Lease Agreement;

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Original Lease is extended through December 31, 2025.
2. Tenant shall not have an option to renew. Any further renewals will be at the County’s sole discretion, based on further negotiations between the parties.
3. From January 1, 2025, through December 31, 2025, the base monthly rent will be \$5,188.00.
4. The following additional provisions of the Original Lease are amended as follows:
 - a. Section 1.01 and other references to Landlord: The County is now the Landlord, and notices shall be provided to the attention of the Community Development Director, 2380 Washington Blvd., Ste. 250, Ogden, UT 84401. Email addresses and phone numbers for the Landlord are available upon request.
 - b. Section 9.04:

- i. The first sentence is amended to read as follows: “At the end of the Rental Term, or any Rental Term extension or renewal thereof, or in the event Landlord or Tenant terminates this Lease, or lack of occupancy by Tenant, or upon 60 days’ written notice from Landlord, Tenant shall immediately, at Tenant’s sole cost and expense, remove all Tenant signage on or within the Building and repair any and all damage from the removal of any Tenant signage.”
 - ii. The third sentence is amended to read as follows: “In the event Tenant fails to remove its signage within ten (10) days after the date specified in the first sentence of this paragraph, Tenant shall pay to Landlord a penalty of Fifty Dollars (\$50.00) per day for each day Tenant fails to remove its signage from the Building.”
 - c. Section 11.02: The County reserves the right to protect itself and its property against risk through participation in the Utah Counties Indemnity Pool, or another similar authorized provider, instead of an insurance company. Section 11.02 shall be read accordingly.
 - d. Section 27.22: (Reserved).
 - e. Section 27.23: The County is subject to Utah’s public records laws. The County’s compliance with such laws shall not be considered a violation of the confidentiality provisions of this section.
5. All other terms of the Original Lease shall remain in full force and effect.
6. This First Amendment to the Lease Agreement shall take effect as soon as all parties have signed it.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Lease Agreement below, to become effective as soon as both parties have signed it:

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
James H. “Jim” Harvey, Chair

Date _____

Commissioner Bolos voted _____
Commissioner Froerer voted _____
Commissioner Harvey voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

(Tenant’s signature on following page)

GRIFFITHS & TURNER/GT TITLE SERVICES, INC.
D/B/A GT TITLE SERVICES

By Tyler J. Turner
Printed name Tyler J. TURNER
Title President
Date 12/11/2024

STATE OF UTAH)
) :ss
COUNTY OF ~~WEBER~~ UTAH)

On this 11th day of December, in the year 2024, before me (name of notary public) Ashlie R. Henrie, a notary public, personally appeared (name of document signer) Tyler J. Turner, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to in this document, and acknowledged (he/she/they) executed the same.

Ashlie R. Henrie
Notary Public

Notary Seal:

