

RESOLUTION NO. R-58-2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING AN ADDENDUM TO THE COMMERCIAL LEASE AGREEMENT BETWEEN STAR WEST EAGLE MOUNTAIN PROPERTIES LLC AND EAGLE MOUNTAIN CITY

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve an addendum to the Commercial Lease Agreement between Star West Eagle Mountain Properties LLC and Eagle Mountain City, as set forth in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The addendum to the Commercial Lease Agreement between Star West Eagle Mountain Properties LLC and Eagle Mountain City is approved, as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of September, 2024.

EAGLE MOUNTAIN CITY, UTAH


Tom Westmoreland, Mayor

ATTEST:


Fionnuala B. Kofoed, MMC
City Recorder



CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 3rd day of September, 2024.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
<input checked="" type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham
<input checked="" type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark
<input checked="" type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray
<input checked="" type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood
<input checked="" type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright



Fionnuala B. Kofoed, MMC
City Recorder



Exhibit A

**ADDENDUM TO
COMMERCIAL LEASE AGREEMENT**
Star West Eagle Mountain Properties

This Addendum ("Addendum") is made this 3rd day of September, 2024, by and between Star West Eagle Mountain Properties, LLC (hereinafter referred to as "Landlord") and Eagle Mountain City (hereinafter referred to as "Tenant"), collectively referred to as the "Parties."

RECITALS

WHEREAS, Landlord and Tenant entered into a Commercial Lease Agreement dated June 7, 2022, (the "Lease") for Tenant Suites D, G, & H (the "Premises") in the office complex located at 3726 E Campus Drive, Eagle Mountain, UT 84005 and more particularly described as SWEMP Building (the "Building");

WHEREAS, Tenant desires to lease additional office space from Landlord, and Landlord agrees to lease such additional space to Tenant under the terms set forth in this Addendum;

WHEREAS, this is the First Addendum to the Commercial Lease Agreement.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

Additional Office Space

- a. Description of Additional Space: The landlord agrees to lease and demise additional office space at the Building, specifically the addition of Suite C (the "Additional Space"), outlined as Exhibit A to this addendum. The Additional Space consists of approximately 1183 square feet.
- b. Commencement Date: The lease for the Additional Space shall commence on October 16, 2024 (the "Commencement Date").

Lease Term for Additional Space

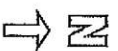
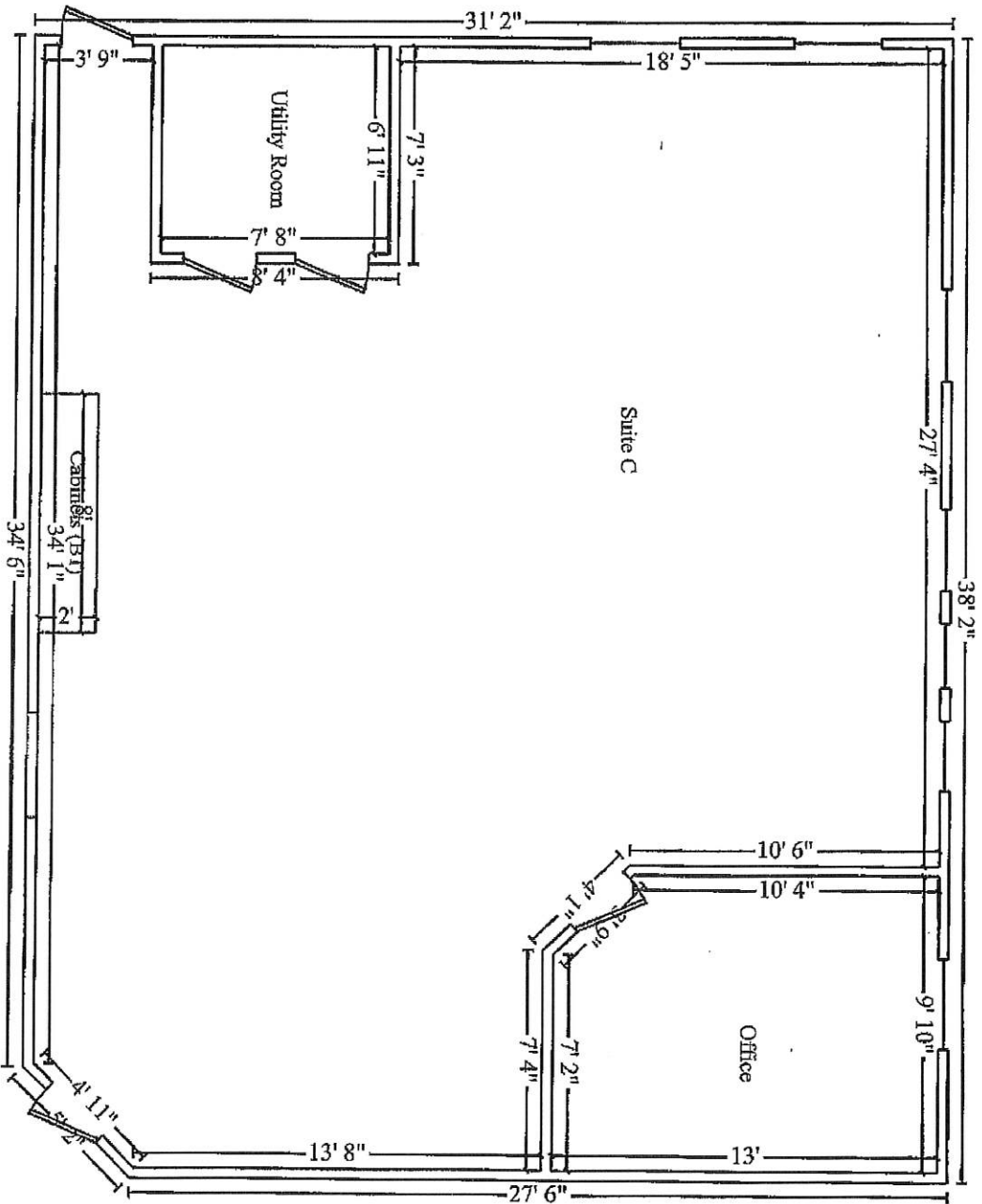
The lease term for the Additional Space shall be the same as the term of the original Commercial Lease Agreement and shall expire on the last day of June 2027, unless otherwise terminated or extended in accordance with the Lease.

Rent and Additional Charges

Tenant agrees to pay Landlord an additional rent for the Additional Space of \$2,300 per month, as outlined in Clause 4 of the original Commercial Lease Agreement. Rent shall be payable on the same day and in the same manner as the original rent under the Lease.

Use of Additional Space

Tenant agrees to use the Additional Space in accordance with the permitted uses set forth in the original Lease and shall comply with all rules and regulations applicable to the Premises.



Integration with Original Lease

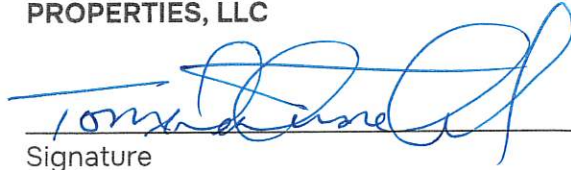
All terms and conditions of the original Lease not modified by this Addendum shall remain in full force and effect. In the event of any conflict between the terms of this Addendum and the original Lease, the terms of this Addendum shall prevail with respect to the Additional Space.

Miscellaneous

- a. Entire Agreement: This Addendum constitutes the entire agreement between the Parties with respect to the Additional Space and supersedes any prior agreements or understandings regarding the Additional Space.
- b. Modification: No modification of this Addendum shall be effective unless made in writing and signed by both Parties.
- c. Governing Law: This Addendum shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the date first above written.

STAR WEST EAGLE MOUNTAIN PROPERTIES, LLC


Signature

Print Name: Tom Nestmoreland

Title: Mayor

EAGLE MOUNTAIN CITY

Tom Westmoreland, Mayor

APPROVED AS TO FORM:


Marcus Draper, City Attorney

ATTEST:



Integration with Original Lease

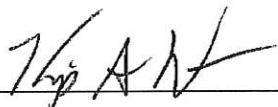
All terms and conditions of the original Lease not modified by this Addendum shall remain in full force and effect. In the event of any conflict between the terms of this Addendum and the original Lease, the terms of this Addendum shall prevail with respect to the Additional Space.

Miscellaneous

- a. Entire Agreement: This Addendum constitutes the entire agreement between the Parties with respect to the Additional Space and supersedes any prior agreements or understandings regarding the Additional Space.
- b. Modification: No modification of this Addendum shall be effective unless made in writing and signed by both Parties.
- c. Governing Law: This Addendum shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the date first above written.

**STAR WEST EAGLE MOUNTAIN
PROPERTIES, LLC**



Signature

Print Name: Kip A Wilson

Title: GENERAL MANAGER

EAGLE MOUNTAIN CITY

Tom Westmoreland, Mayor

APPROVED AS TO FORM:

ATTEST:

Flonnuala B. Kofoed, City Recorder

Marcus Draper, City Attorney