

LEASE AND LAND USE CONTRACT

This Lease and Land Use Contract is entered into this 17th day of February, 1977, by and between Weber County, hereafter designated as the Lessor, and Weber County School District and Ogden City School District, hereafter designated as the Lessees.

WHEREAS, the general purpose of this Lease is to allow the Lessees to build buildings and make for improvements upon land of the Lessor located in the North Fork Area, for educational programs of the Lessees.

In order to carry out this general intent, buildings will be constructed at locations designated by Lessor, power lines and water lines installed by the Lessees for use by students of the two school districts in studying those subjects covering plants, animals, or other items peculiar to this area.

It is agreed that a Control Committee shall be established, which committee will determine the number of personnel and students who can use the facilities and the method of use of the facilities and the surrounding public lands so that there will be minimal damage to the plants, animals, and public land area. This Control Committee shall have the power to set the policies pertaining to such usage and majority vote of the committee shall control. This committee shall consist of one representative from the Weber County School District, one representative from the Ogden School District, one representative from the Weber County Commissioners, one from Weber State College, and one from the U.S. Forestry Department.

The Lessees are each given the right to construct buildings upon the land for the accommodation of approximately 100 students each. In addition to the above mentioned buildings, necessary out buildings for power, control of electricity, etc., may also be constructed. The exact location, design, and appearance of all buildings, structures, and other improvements constructed by Lessees for the purposes herein described shall be approved by the Weber County Commission and the costs of all such buildings, structures, and other improvements shall be at the expense of Lessees.

It is agreed Weber County School District shall have the right to drill a well for culinary water. The Ogden City School District can share equally in the use of the well upon payment of fifty percent of the cost of the well, the meter and other necessary improvements, together with the cost of bringing the power lines to the facility. Weber County can use any surplus water, over and above that necessary to supply the Weber County School District needs and the Ogden City School District needs. In the event Weber County uses any surplus water, said Lessor shall pay a pro-rata share of the expense of the upkeep and maintenance of the well, motor, and other improvements necessary for the operation of the water system and a pro-rata share of the costs of power.

Lessees agree to maintain in good order and repair all buildings, structures, and improvements constructed by Lessees; and further agree that students and personnel of Lessees will abide by all rules and regulations promulgated by Lessor for the control of the general public in their use of the North Fork Park, unless any of such rules or regulations are specifically waived by Lessor.

In consideration hereof, the Lessee hereby agrees to waive any and all claims which may arise against the Lessors out of the Lessees use of the Lessors property and Lessee hereby agrees to hold the Lessor harmless from any claims of any kind or nature or of any persons or corporations, including claims of the Lessee from any against any loss, damage or liability occasioned by default hereunder or negligent act on the part of the lessor, its agents or employees, and from the use of the premises and improvements thereon by the agents, employees, invitees or otherwise of the Lessees.

The Weber County Commissioners shall designate the places of ingress and egress to the buildings and other structures and the manner of ingress and egress.

The Lessees shall have exclusive control of the buildings and permanent improvements, together with the ground upon which they stand, during the term of this Lease. The Lease may be extended by mutual agreement of both parties.

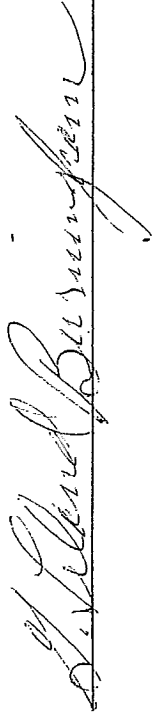
This Lease shall run for a period of fifty years with a yearly rental of One and no/100 Dollar (\$1.00) per year.

It is understood the environmental plant, mineral and other studies will be upon ground that is public ground and the Lessor shall have the right to allow additional uses, it being the intention this shall be for multiple uses of citizens of this community, with the exception of the structures and improvements placed thereon and as set out above.

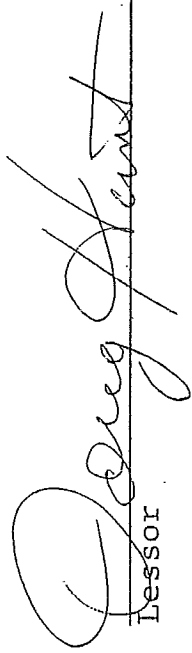
All septic tanks and other sanitation facilities, all electrical installations, buildings constructed and improvements constructed shall meet Weber County and Utah State Sanitation

and building requirements.

DATED this 17th day of February, 1977.



Lessees


Lessor