

STORAGE LEASE AGREEMENT

THIS STORAGE LEASE AGREEMENT (the “Lease”) is made and executed this ____ day of _____, 2018, by and between **THE COMMUNITY FOR CHILDREN’S JUSTICE**, a Utah nonprofit corporation, doing business as, **FRIENDS OF THE SUMMIT COUNTY CHILDREN’S JUSTICE CENTER** (“Landlord”), P.O. Box 683564. Park City, Utah 84068, and **SUMMIT COUNTY**, a body corporate and politic of the State of Utah (“Tenant”), 60 N. Main Street, Coalville, Utah 84017. The Landlord and Tenant each is a “Party” and collectively they are referred to as the “Parties.”

AGREEMENT:

1. Basic Lease Provisions.

1.1 **Storage Facility:** The Storage Facility (defined below) is part of Landlord’s larger parcel, Summit County Tax Parcel Identification No. SS-48-1-B-1, consisting of two (2) buildings and associated improvements (the “Center”). The Storage Facility is that approximately 1453 rentable square foot portion of the Center, and identified on Exhibit “A” attached hereto (the “Storage Facility”). The square footage figure for the Storage Facility, as recited in this subsection, is approximate. No adjustment will be made to the Base Rent (defined in Section 1.6) or any other amounts payable by Tenant under this Lease (or to any other provisions of this Lease) if the actual square footage, however measured, is more or less than that recited.

1.2 **Term:** The time period that begins on the Commencement Date (defined in Section 1.3) and ends five Lease Years (defined in Section 1.5) after the Commencement Date, unless sooner terminated pursuant to this Lease.

1.3 **Commencement Date:** June 1, 2019, subject to Section 2.2.

1.4 **Expiration Date:** Five Years after the Commencement Date, subject to Section 2.2.

1.5 **Lease Year:** The first “Lease Year” shall commence on the Commencement Date. If the Commencement Date is the first day of the month, the first Lease Year will end 12 full calendar months after the Commencement Date. If the Commencement Date is a day other than the first day of a month, the first Lease Year will terminate on the last day of the 12th full calendar month after the Commencement Date. Each subsequent Lease Year shall commence on the date immediately following the last day of the preceding Lease Year and shall continue for a period of 12 full calendar months, except that the last Lease Year of the Term shall terminate on the date this Lease expires or is otherwise terminated.

1.6 **Base Rent:** The Base Rent shall be as follows:

Lease Year	Annual Base Rent	Monthly Base Rent
1	\$8,500.00	
2-5	\$8,500.00	

1.7 **Additional Rent:** Real Estate Taxes defined and payable pursuant to Section 6 and all other amounts required to be paid by Tenant to Landlord under this Lease other than Base Rent.

1.8 **Rent:** Base Rent and Additional Rent. All Rent shall be payable without deduction, diminution, counterclaim, recoupment or setoff.

1.9 **Security Deposit:** None.

1.10 **Advance Rent:** None.

1.11 **Broker(s):** None

1.12 **Late Payment Charge:** Late payment of Base Rent, or other amounts due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. If any Base Rent or other sums due from Tenant are not received by Landlord or by Landlord's designated agent within ten (10) days after their due date, then Tenant shall pay to Landlord a late charge equal to three percent (3%) of such overdue amount, plus any costs and attorneys' fees incurred by Landlord by reason of Tenant's failure to pay Base Rent and/or other charges when due hereunder. Landlord and Tenant hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of Tenant's late payment and shall not be construed as a penalty. Landlord's acceptance of such late charges shall not constitute a waiver of Tenant's default with respect to such overdue amount or estop Landlord from exercising any of the other rights and remedies granted under this Lease.

2. **Lease of Storage Facility; Term.**

2.1 Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Storage Facility for the Term.

2.2 This Lease shall be in full force and effect from the date hereof. The Term of this Lease shall commence on the Commencement Date and shall end on the Expiration Date unless otherwise extended or terminated in accordance with the terms hereof. If the Storage Facility is not delivered to Tenant on or before the Commencement Date, then (i) the Commencement Date shall be adjusted to be the date of such delivery, and (ii) the Expiration Date shall be adjusted to be the last day of the final Lease Year of the Term. Tenant accepts the Storage Facility in its "AS IS" condition.

3. ***Intentionally Omitted.***

4. **Base Rent.** Tenant shall pay to Landlord, at the address provided in Section 24, which Landlord may change from time to time in writing upon notice to Tenant, by such form of check or other good funds approved by Landlord from time to time, Base Rent in the amounts set forth in Section 1.6. Base Rent shall be payable monthly in advance, without notice, setoff or demand. The first monthly installment of Base Rent shall be due on the Commencement Date and each subsequent monthly installment shall be due on the first day of each and every month following the Commencement Date during the Term. If the Commencement Date is a date other than the first day of a month, Monthly Base Rent for the period from (and including) the Commencement Date to (and including) the day before the first day of the following month shall be prorated at the rate of one-thirtieth (1/30th) of the Monthly Base Rent per day and shall be due on the Commencement Date.

5. **Net Lease.** This Lease is intended to be a "triple net lease." Accordingly, in addition to the Base Rent and other amounts due under this Lease, Tenant shall pay for (a) the utilities and services set forth under Section 7.1 of this Lease and (b) a pro rata share based on square footage leased of all insurance for the Storage Facility.

6. **Real Estate Taxes.**

6.1 Beginning on the Commencement Date, Tenant shall pay to Landlord the amount of Real Estate Taxes for each year occurring during the Term for its pro rata share of the building based on the square footage contained in this Storage Lease Agreement. Real Estate Taxes for the calendar years in which the Term commences and in which the Term terminates shall be apportioned based on the number of days in such calendar year after such commencement or prior to such commencement, if either is less than a full calendar year.

6.2 Tenant shall make a yearly payment on account of Real Estate Taxes on an estimated basis, based on Landlord's reasonable estimate of Real Estate Taxes for such year. Commencing on the Commencement Date, Tenant shall pay Landlord's estimate of Real Estate Taxes for the current year.

6.3 Within 120 days after the end of each year or as soon as practicable thereafter, Landlord shall submit a statement to Tenant showing Real Estate Taxes, Insurance, and Additional Rent (as defined in Section 1.8 hereto) actually paid by Landlord during the preceding year with reasonable supporting documentation. If the statement indicates an overpayment, Landlord shall credit the overpayment against Tenant's next payment of Rent. If the statement indicates an underpayment, Tenant shall pay the amount due within 30 days after receipt of the statement.

6.4 Real Estate Taxes that are being contested shall be included for purposes of computing Real Estate Taxes, but if Landlord receives a refund thereof, Tenant shall receive the refund or adjustment, without interest, up to a maximum value of the amount actually paid by Tenant for the applicable year.

6.5 "**Real Estate Taxes**" means all taxes and assessments, general or special, ordinary or extraordinary, foreseen or unforeseen, assessed, levied or imposed upon the Storage Facility, or assessed, levied or imposed upon the fixtures, machinery, equipment or systems in, upon or used in connection with the Storage Facility under the current or any future taxation or assessment system or modification of, supplement to, or substitute for such system, including any business improvement, metropolitan or special district assessments or similar charges. Real Estate Taxes shall include all reasonable expenses (including attorneys' fees) incurred by Landlord in obtaining or attempting to obtain a reduction of such taxes. Landlord may pay any special assessment by installments, in which case Real Estate Taxes shall include such installments and interest paid on the unpaid balance of the assessment.

6.6 In addition to Real Estate Taxes, Tenant shall pay for any taxes imposed upon the Storage Facility for the rents payable to Landlord in the nature of a sales or use tax or other levy (but not including any income or net profits tax). Each such payment shall be due within 30 days after receipt of a statement from Landlord.

7. **Utilities and Services.**

7.1 Tenant shall pay for and/or reimburse Landlord for the following costs and expenses:

(a) Maintenance of the foundation, roof, exterior, and structure of the Storage Facility consistent with the standards of other buildings of similar age, quality and location as the Storage Facility ("**Comparable Buildings**");

(b) Maintenance of the water, gas, plumbing, and electrical systems on the Storage Facility consistent with the standards of Comparable Buildings;

(c) Maintenance of parking areas, landscaping, grounds keeping, and snow removal for the Storage Facility consistent with the standards of Comparable Buildings, unless provided by Lessee under the Master Lease Agreement;

(d) All utilities serving the Storage Facility, including but not limited to, electricity, gas, water, sewer/septic, and telephone, which utilities shall be maintained in Tenant's name, unless provided by Lessee under the Master Lease Agreement;

(e) Heating, ventilation and air conditioning service and maintenance, including all Building standard preventative maintenance, which shall be evidenced by a separate agreement with an HVAC contractor chosen by and paid for by Tenant and approved by Landlord, which approval shall not be unreasonably withheld, for the heating, ventilation and air conditioning systems and equipment serving the Storage Facility, unless provided by Lessee under the Master Lease Agreement; and

(f) All other expenses incurred by Landlord in connection with the operation, management, maintenance and repair of the Storage Facility consistent with the standards of Comparable Buildings, unless provided by Lessee under the Master Lease Agreement.

7.2 No interruptions, curtailments, stoppages or suspensions of services or systems shall render Landlord liable in any respect for damages to either person or property nor shall the same be the basis (i) for any abatement, reduction or rebate of Rent or any other sums payable by Tenant hereunder, (ii) for relieving Tenant from any of Tenant's obligations hereunder, or (iii) for any claim by Tenant that Landlord has constructively evicted Tenant or disturbed or interfered with Tenant's use, possession or enjoyment of the Storage Facility. Notwithstanding the foregoing, Landlord shall exercise reasonable diligence to remedy such interruption, curtailment, stoppage or suspension of such service or system.

7.3 If any public utility or Governmental Authority (defined below) shall require Landlord or Tenant to restrict the consumption of any utility or reduce any service to the Storage Facility, Landlord and Tenant shall comply with such requirements, whether or not the utilities and services referred to in this Section are thereby reduced or otherwise affected, without any abatement or reduction of the Rent or other sums payable by Tenant hereunder. "**Governmental Authority**" means any federal, state or local governmental agency, bureau, department or authority having jurisdiction over the Storage Facility or the parties.

7.4 Landlord shall not be responsible for providing any security service or system for the Storage Facility.

8. **Intentionally Omitted.**

9. **Use and Maintenance of the Storage Facility.**

9.1 The Storage Facility shall be used by Tenant solely for storage and warehousing. The Storage Facility shall not be used for any illegal purpose or in violation of the requirements of either the Lessee to the Master Lease Agreement or Landlord's insurance carriers.

9.2 Subject to Section 7.1, Tenant, at its cost, shall maintain the Storage Facility and the Leasehold Improvements (defined below) therein in good order, repair and condition during the Term, and, at the expiration or other termination of the Term, will surrender the same and all keys, locks and other fixtures connected therewith (except for Tenant's Personal Property) in good working order, repair and condition, except for ordinary wear and tear. Subject to Section 7.1, Landlord shall have no obligation to make any repairs to the Storage Facility. "**Leasehold Improvements**" means all leasehold

improvements to the Storage Facility existing on the Commencement Date and all other leasehold improvements made to the Storage Facility during the Term, including the Alterations.

9.3 “**Hazardous Materials**” means all substances or materials declared to be hazardous, toxic or infectious under any Laws. Tenant shall not cause or knowingly permit the escape, disposal or release of any Hazardous Materials anywhere on the Storage Facility. Tenant shall not allow the storage or use of Hazardous Materials in any manner not sanctioned by law or by the highest standards prevailing in the industry or allow to be brought onto the Storage Facility any Hazardous Materials, except de minimus amounts to use in the ordinary course of Tenant’s business, and any other usage of Hazardous Materials shall be permitted only after notice is given to Landlord and Tenant has received Landlord’s consent thereto. If any lender or Governmental Authority requires testing to ascertain whether a release of Hazardous Materials has occurred, Tenant shall reimburse Landlord for the reasonable costs thereof, upon demand, if such testing applies to the Storage Facility and the Hazardous Materials are present due to the acts or omissions of Tenant, its employees or agents. Tenant agrees to indemnify, defend and hold Landlord harmless against any losses, damages, costs, liabilities and claims suffered by Landlord in connection with a breach by Tenant of its obligations set forth in this subsection, except for such losses, damages, costs, liabilities and claims caused by Landlord’s negligence or intentional misconduct. In addition, Tenant shall execute affidavits and other statements requested by Landlord from time to time concerning Tenant’s knowledge regarding the presence of Hazardous Materials in the Storage Facility.

9.4 Tenant shall not place a load upon the floor of the Storage Facility exceeding the floor load per square foot that such floor was designed to carry. Mechanical equipment and materials of Tenant that cause vibration, noise, cold, heat or fumes shall be placed, replaced, maintained, isolated, stored and/or vented by Tenant, at its cost, so as to minimize the risk of nuisance caused by such vibration, noise, cold, heat or fumes.

9.5 Unless covered by insurance required to be carried by Landlord hereunder, any damage to the Storage Facility caused by Tenant, or by any employee, agent, contractor, assignee, subtenant or invitee of Tenant shall be promptly reported to Landlord and repaired by Tenant, at Tenant’s cost; provided, however, that Landlord may repair any such damage, in which case Tenant shall reimburse Landlord for all costs thereof within 15 days after Tenant receives Landlord’s notice of such costs.

10. Alterations by Tenant.

10.1 “**Alterations**” means all improvements, additions, fixed decorations, replacements or modifications, structural or otherwise, to the Storage Facility, except for the Tenant Improvements. “**Tenant Improvements**” mean all removable trade fixtures installed by the Tenant.

10.2 Tenant may not make any Alterations without Landlord’s consent, which shall not be unreasonably withheld; provided, however, that Landlord may withhold its consent to any Alterations that in Landlord’s judgment would (i) affect the structural integrity or safety of the Storage Facility, (ii) adversely affect the electrical, heating, ventilating, air conditioning, plumbing or mechanical systems of the Storage Facility, (iii) be visible from the exterior of the Storage Facility, (iv) interfere with the operation of the Storage Facility, or (v) be performed by any contractors who have not been approved by Landlord. If Landlord consents to any Alterations, Landlord may impose any reasonable conditions it deems appropriate, including approval of plans and specifications, approval of all contractors and subcontractors, supervision of the work by Landlord or its agents, and satisfactory evidence of Tenant’s ability to pay for the Alterations. At Landlord’s request, Tenant shall remove any Alterations and restore the Storage Facility to the condition it was in prior to Tenant’s occupancy, reasonable wear and tear excepted, with such restoration to be completed on or before the end of the Term, at Tenant’s own

expense. Landlord may elect to record and post notices of non-responsibility in, on, or about the Storage Facility.

10.3 Tenant is responsible for installation and upkeep of a security system for the Storage Facility.

10.4 Alterations shall be made at Tenant's expense. Tenant shall obtain any necessary permits and furnish copies thereof to Landlord before starting any such work. All Alterations shall be performed in a good and workmanlike manner, using materials of first class quality. Tenant shall be responsible for ensuring that all Alterations comply with all Laws.

10.5 If a mechanic's or materialman's lien is filed against the Storage Facility for any work done or materials furnished to Tenant, or claimed to have been done for or furnished to Tenant, Tenant, at its expense, shall release the lien within 15 days after notice thereof by paying off or bonding the lien. Tenant agrees to indemnify, defend and hold Landlord harmless against any losses, damages, costs, liabilities and claims suffered by Landlord in connection with a breach by Tenant of its obligations set forth in this subsection. If an Alteration is made without Landlord's consent, Landlord may correct or remove the Alteration at Tenant's expense.

10.6 Tenant shall own all Alterations until the expiration of the Term. Upon the expiration of the Term, all Alterations that Tenant is not required to remove under this Lease shall be surrendered to Landlord with the Storage Facility and shall become Landlord's property automatically.

10.7 Notwithstanding anything to the contrary in this Lease, before the end of the Term, Tenant, at its cost, shall remove (a) all cabling and wiring installed by it in the Storage Facility and (b) all Tenant Improvements.

11. Tenant's Personal Property.

11.1 **"Tenant's Personal Property"** means all equipment, machinery, furniture, furnishings and other personal property installed or placed in the Storage Facility by and at the expense of Tenant that can be removed without damage to the Storage Facility, including all such property located within the Storage Facility on or about the Commencement Date.

11.2 Tenant shall be responsible for any taxes on Tenant's Personal Property. Tenant shall remove all of Tenant's Personal Property from the Storage Facility at the expiration or termination of this Lease and shall repair any damage caused by this removal. Any property belonging to Tenant or any other person that is left in the Storage Facility after the date this Lease has expired or is terminated shall be deemed abandoned. In such event, Landlord may declare itself owner of such property or dispose of it in whatever manner Landlord considers appropriate, without notice to Tenant, without obligation to account therefor, and without liability for loss or damage thereto. Tenant shall reimburse Landlord on demand for all reasonable expenses incurred in such removal, including court costs, attorneys' fees, storage and insurance charges on such effects for any length of time the same shall be in Landlord's possession; or Landlord, at its option, without notice, may sell such effects, or any of them, at private or public sale and without legal process, for such price of consideration as Landlord may obtain, and apply the proceeds of such sale upon any amounts due under this Lease from Tenant to Landlord, and upon the expenses incidental to the removing, cleaning the Storage Facility, selling said effects, and any other expense, rendering the surplus, if any, to Tenant; provided, however, in the event the proceeds of such sale or sales are insufficient to reimburse Landlord, Tenant shall pay such deficiency upon demand. Tenant acknowledges and agrees that any such disposition of Tenant's property in the above-described manner by Landlord shall be deemed to be commercially reasonable and that no bailment shall be created

by Landlord's exercise of any of its rights under this subsection. Notwithstanding the foregoing, Tenant may not remove Tenant's Personal Property if Tenant is in default under this Lease.

12. **Signs.** No sign, advertisement or notice shall be erected, placed, installed, inscribed, painted, affixed or displayed by Tenant on the Storage Facility, without Landlord's prior written consent. All signs of Tenant shall comply with applicable county ordinances and other applicable Laws. All signs on the Storage Facility as of the Commencement Date are hereby approved by Landlord.

13. **Assignment and Subletting.** Tenant shall not transfer or assign this Lease or sublet all or any part of the Storage Facility without the prior written consent of Landlord.

14. **Insurance.**

14.1 Tenant shall keep in full force and effect from the date hereof and at all times during the Term broad-form commercial general liability insurance with limits in an amount of \$1,000,000 for each occurrence. Such insurance coverage shall cover all areas of the Storage Facility.

14.2 Tenant shall carry an all-risk insurance policy covering all of Tenant's Personal Property, Tenant Improvements, and Leasehold Improvements for not less than the full insurable value and replacement cost thereof. All proceeds of such insurance shall be used solely to restore, repair or replace Tenant's Personal Property, Tenant Improvements, and Leasehold Improvements.

14.3 All liability, property damage and other insurance policies carried by Tenant shall (i) be issued by insurance companies reasonably satisfactory to Landlord; (ii) designate, as additional insureds, Landlord, Landlord's managing agent, any Mortgagee and any other parties designated by Landlord; (iii) be written as primary policy coverage and not contributing with or in excess of any coverage which Landlord may carry; and (iv) provide for 10 days' prior written notice to Landlord of any expiration of such policy. In addition, all property damage insurance policies shall contain a waiver of any right of recovery (by subrogation or otherwise) by the insurance company against Landlord. Tenant shall deliver to Landlord insurance certificates evidencing the coverages required hereunder, and shall provide renewal certificates on an annual basis.

14.4 Each party hereby waives any right or cause of action for any loss of, or damage to, any of its property (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom said other party may be responsible), which loss or damage is covered by valid and collectible fire, extended coverage, "All Risk" or similar policies, to the extent that such loss or damage is recovered under said insurance policies or would have been covered had the relevant party obtained the insurance required hereunder. Written notice of the terms of said mutual waivers shall be given to each insurance carrier and said insurance policies shall be properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of said waivers.

14.5 Tenant will not conduct or permit to be conducted any activity, or place any equipment in or about the Storage Facility, which may cause the cancellation of or will in any way increase the rate of any insurance maintained on the Storage Facilities by either the Landlord or the Lessee under the Master Lease Agreement. If an increase in the rate of any insurance is stated by the insurance company to be due to any Tenant activity or equipment in or about the Storage Facility, such statement shall be conclusive evidence that the increase in such rate is due to such activity or equipment and, as a result thereof, Tenant shall be liable for such increase and shall reimburse Landlord or the Lessee under the Master Lease Agreement promptly.

15. **Indemnity.**

15.1 Tenant shall, and hereby does, indemnify and hold Landlord harmless from and against any and all liabilities, damages, causes of action, suits, claims, judgments, costs and expenses (including reasonable attorneys' fees) arising from any claimed or asserted injury, loss or damage to any persons or property (a) arising anywhere on the Storage Facility, unless caused by the intentional misconduct or negligence of Landlord or Landlord's employees or agents, (b) arising out of any act or omission of Tenant, its employees, contractors or agents, or (c) arising in whole or in part from any default or breach of this Lease by Tenant.

15.2 Landlord shall, and hereby does, indemnify and hold Tenant harmless from and against any and all liabilities, damages, causes of action, suits, claims, judgments, costs and expenses (including reasonable attorneys' fees) arising from any claimed or asserted injury, loss or damage to any persons or property (a) arising out of any act or omission of Landlord, its employees, contractors or agents, or (b) arising in whole or in part from any default or breach of this Lease by Landlord.

16. Liability of Landlord.

16.1 Notwithstanding anything to the contrary in this Lease, (i) Landlord shall not be liable to Tenant for any loss or damage to property which is either covered by insurance or which Tenant is required to insure under this Lease, and (ii) any liability of Landlord to Tenant under this Lease shall be limited to direct damages and shall not include indirect, consequential, incidental, or punitive damages, including any liability to Tenant for lost profits or interruption of business. Tenant shall look to its property damage or business interruption insurance policies, and not to Landlord, its agents or employees for any loss incurred as a result of damage to its property or interruption of its business.

16.2 There shall be no personal liability on the part of any board members, agents, or employees of Landlord or any mortgagee in possession of the Storage Facility, with respect to any terms of this Lease. Tenant shall look solely to the interest of Landlord in the Storage Facility for the satisfaction of every remedy of Tenant for any breach by Landlord hereunder. Upon the transfer of Landlord's interest in the Storage Facility, Landlord shall be released of all covenants and obligations of Landlord hereunder accruing after the transfer.

17. Damage or Destruction.

17.1 If the Storage Facility or any part thereof shall be damaged by fire or any other cause, Tenant shall give prompt notice thereof to Landlord.

17.2 If, in the reasonable judgment of Landlord or an architect hired by Landlord, restoration of the Storage Facility within a period of six months from the date of the damage is possible, and provided such damage was not caused by Tenant, its agents, servants or invitees, Landlord shall restore the damaged portion of the Storage Facility provided adequate insurance proceeds are available (subject to any prior rights of any mortgagee to such proceeds). If the Storage Facility is unusable and is not occupied, in whole or in part because Landlord's restoration work has not been completed, Rent shall be abated to the extent and for the period that the Storage Facility is unusable and is not occupied. If such damage or destruction is caused by Tenant, its agents, servants or invitees, Tenant shall not be entitled to any abatement of Rent. Landlord shall not, in any event, be required to rebuild, replace or repair any Alterations or any of Tenant's Personal Property and Tenant shall not be entitled to any abatement of Rent if the Storage Facility is unusable and is not occupied because such items have not been restored or are otherwise unusable.

17.3 If, in the reasonable judgment of Landlord or an architect hired by Landlord, Landlord's restoration work cannot be completed within the aforesaid six month period, Landlord shall so notify

Tenant, and either party may terminate this Lease by giving notice thereof to the other party within 120 days after the occurrence of such damage, in which event this Lease shall terminate as of the date of such damage and Rent will be apportioned as of the date of such damage. If neither party exercises its right of termination, the Storage Facility shall be restored as provided in subsection 17.2 above.

17.4 If the Storage Facility is so severely damaged by fire or other casualty (although the Storage Facility may not be affected) that Landlord decides in its sole discretion not to rebuild or reconstruct the Storage Facility, then this Lease shall terminate on the date specified by Landlord in a notice given no later than 60 days after the date of such casualty.

18. **Condemnation.**

18.1 If the Storage Facility or any part thereof is taken or threatened to be taken by any Governmental Authority pursuant to the power of eminent domain, or by deed in lieu thereof, Tenant shall make no claim for compensation in the proceedings, and hereby assigns to Landlord any rights which Tenant may have to any portion of any condemnation award. This Lease shall terminate as to the portion of the Storage Facility actually taken by the condemning authority as of the date title vests in such Governmental Authority, and Rent shall be ratably reduced as of such date. The foregoing notwithstanding, as long as Landlord's award is not thereby reduced, Tenant shall be entitled to claim, prove and receive in the condemnation proceedings such awards as may be allowed for its relocation expenses and for Tenant's Personal Property and Tenant Improvements, but only if such awards are in addition to, and stated separately from, the award made for the Storage Facility or part thereof so taken. In no event shall Tenant be entitled to any award for the unexpired portion of the Term.

18.2 If the extent of any proposed condemnation affecting the Storage Facility is such that Landlord elects to demolish all or a portion of the Storage Facility, then Landlord may terminate this Lease by giving at least 120 days' notice of termination to Tenant at any time after such condemnation. This Lease shall terminate on the date specified in such notice, and Rent shall be adjusted to such date. Notwithstanding, Tenant shall have the immediate right, without penalty or default hereunder, to terminate this Lease upon receipt of such notice of termination.

19. **Default; Landlord's Remedies.**

19.1 Any of the following occurrences or acts shall constitute an event of default ("**Event of Default**") under this Lease:

(a) Tenant fails to pay any Rent within ten days after notice from Landlord that it has not been timely paid. Notwithstanding the foregoing, if Tenant fails on one occasion during any Lease Year to make any payment of Rent before the expiration of the five day notice period provided herein, such ten day notice period shall not be applicable to any subsequent payment of Rent during such Lease Year and Tenant's failure during such period to pay any Rent within ten days after it becomes due shall be an Event of Default.

(b) Tenant fails to observe or perform any of the covenants, conditions and agreements of this Lease (except for payment of Rent) and such failure shall continue for 20 days after notice to Tenant of such failure; provided, however, that if such failure is not reasonably capable of being cured within such 20 day period, then the period in which Tenant may cure such failure shall be extended up to a total of 60 days, provided Tenant promptly commences and diligently pursues the cure.

19.2 If an Event of Default occurs with regard to the making of any payment or the doing of any act herein required, Landlord may make such payment or do such act, and the making of such

payment or the doing of such act by Landlord shall not operate to cure the Event of Default or estop Landlord from the pursuing any remedy to which Landlord would otherwise be entitled. In addition, Tenant shall pay Landlord all costs (including reasonable attorneys' fees) incurred by Landlord in connection with any action taken by Landlord to enforce the provisions of this Lease.

19.3 If an Event of Default occurs, Landlord may terminate this Lease by notice to Tenant, whereupon this Lease shall end and all rights of Tenant hereunder shall expire and terminate and everything herein required on the part of Landlord to be done and performed shall cease, but Tenant shall remain liable as hereafter provided.

19.4 Pursuit of any of the remedies set forth in this Lease shall not preclude Landlord from concurrently or separately pursuing any other remedies available herein or at law or in equity as often and in such order as Landlord determines, nor shall pursuit of any remedy by Landlord constitute a forfeiture or waiver of any Rent or of any damages by reason of Tenant's violation of this Lease. All rights and remedies available to Landlord herein and/or at law or in equity are cumulative.

19.5 Intentionally Omitted.

20. **Access to Storage Facility.** Tenant's access to the Storage Facility shall be limited to the hours of 5:00 PM to 8:00 AM on weekdays and limited after-hours access on weekends.

21. **Security.** Tenant shall take all steps necessary to adequately secure the Storage Facility from unlawful intrusion, theft, fire and other hazards, and shall install, keep and maintain any and all necessary security devices in or on the Storage Facility, including, but not limited to, exterior door locks for the Storage Facility and smoke detectors and burglar alarms and shall cooperate with Landlord and Lessee under the Master Lease Agreement with respect to access control and other safety matters. Tenant shall not do or permit to be done anything which may invalidate or increase the cost of any fire, All-Risk or other insurance policy covering the Storage Facility or the property located therein and shall comply with all rules, orders, regulations and requirements of the appropriate fire codes and ordinances or any other organization performing a similar function.

22. **Hold-Over.** If Tenant shall not immediately surrender the Storage Facility on the last day of the Term, then Tenant shall, by virtue of this Lease, become a tenant at sufferance at a monthly rental equal to twice the Monthly Base Rent and twice any Additional Rent due under this Lease, commencing said monthly tenancy with the first day after the end of the Term. Tenant, as a tenant at sufferance, shall be subject to all of the terms of this Lease as though the tenancy had originally been a monthly tenancy. During the holdover period, each party hereto shall give to the other at least 30 days' notice to quit the Storage Facility, except in the event of nonpayment of Rent when due, or the breach of any other covenant by Tenant, in which event Tenant shall not be entitled to any notice to quit.

23. **Quiet Enjoyment.** Landlord warrants that it has the right to make this Lease for the Term. Landlord covenants that if Tenant pays the Rent, performs all of its obligations hereunder and observes all of the other provisions hereof, Tenant shall at all times during the Term peaceably and quietly have, hold and enjoy the Storage Facility, without interruption or disturbance from Landlord, or anyone claiming through or under Landlord, subject to the terms of this Lease.

25.5 **Successors Bound.** This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, legal representatives, successors and permitted assigns.

25.6 **Joint and Several Liability.** If this Lease is executed by more than one party as Tenant, the liability of such parties hereunder shall be joint and several.

25.7 **Severability.** If any provision of this Lease is invalid or unenforceable to any extent, then that provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

25.8 **Recordation.** Neither this Lease nor a memorandum hereof shall be recorded.

25.9 **Brokers.** Landlord and Tenant each represents that it had no dealings with any real estate broker, finder or other agent with respect to this Lease in any manner. Landlord and Tenant shall each indemnify and hold the other harmless from and against any claims for brokerage or other commissions arising from or out of any breach of the foregoing representation.

25.10 **Applicable Law.** This Lease shall be construed under the laws of the State of the State of Utah.

25.11 **Captions.** The captions in this Lease are for convenience only and shall not affect the interpretation of the provisions hereof.

25.12 **No Construction Against Drafting Party.** This Lease has been freely negotiated by both parties and in any dispute over the interpretation or enforceability of this Lease, it shall be irrelevant which party drafted this Lease or any portion hereof.

25.13 **Rule Against Perpetuities.** Notwithstanding any provision in this Lease to the contrary, if the Term has not commenced within three years after the date of this Lease, this Lease shall automatically terminate on the third anniversary of the date hereof. The sole purpose of this provision is to avoid any possible interpretation that this Lease violates the Rule Against Perpetuities or other rule of law against restraints on alienation.

25.14 **Interpretation.** “**Include,**” “**includes,**” and “**including**” mean considered as part of a larger group, and not limited to the items recited. “**Shall**” means is obligated to. “**May**” means “**is permitted to.**” The necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, or individuals, men or women, as the case may be, shall in all cases be assumed as though in each case fully expressed. Except as otherwise provided in this Lease, “**year**” means a calendar year.

25.15 **Consents.** Unless otherwise provided in this Lease, whenever a party’s consent is required hereunder, such consent must be written and provided in advance. Whenever a party’s consent shall not be unreasonably withheld, it also shall not be unreasonably conditioned or delayed.

25.16 **Attorneys’ Fees.** In the event any party brings any suit or other proceeding with respect to the subject matter or enforcement of this Lease, the prevailing party (as determined by the court, agency or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover attorneys’ fees, expenses, and costs of investigation as actually incurred, including court costs, expert witness fees, costs and expenses of investigation, and all attorneys’ fees, costs and expenses in any such suit or proceeding (including in any action or participation

in or in connection with any case or proceeding under the Bankruptcy Code, 11 United States Code Sections 101 et seq., or any successor statutes, in establishing or enforcing the right to indemnification, in appellate proceedings, or in connection with the enforcement or collection of any judgment obtained in any such suit or proceeding).

25.17 **Counterparts.** This Lease may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Lease delivered by facsimile shall be deemed an original signed copy of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal as of the date and year first above written.

LANDLORD:

THE COMMUNITY FOR CHILDREN'S JUSTICE, a Utah nonprofit corporation, doing business as, **FRIENDS OF THE SUMMIT COUNTY CHILDREN'S JUSTICE CENTER**

By: _____
Print Name: Rebecca S. Ross
Its: President

TENANT:

SUMMIT COUNTY

By: _____
Thomas C. Fisher
County Manager

Approved as to Form:

David L. Thomas
Chief Civil Deputy

EXHIBIT A Depiction of the Storage Facility



CHILDREN'S JUSTICE CENTER - ZEBRA HOUSE



CHILDREN'S JUSTICE CENTER - ZEBRA HOUSE