

**LEASE AGREEMENT
BETWEEN SALT LAKE COUNTY AND THE GREEN URBAN LUNCH BOX**

THIS Lease Agreement (“Lease”) is between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (“OWNER”), and THE GREEN URBAN LUNCHBOX, a Utah private non-profit corporation with its principal place of business at 3188 S. 1100 W. South Salt Lake City, UT 84119 (“TENANT”). OWNER and TENANT are sometimes jointly referred to as the “Parties.”

RECITALS:

- A. OWNER owns underutilized parcels near the Salt Lake County Oxbow Jail.
- B. TENANT, a non-profit entity, wishes to farm these small parcels.

WITNESSETH:

For good and valuable consideration, including rent and the benefits that will flow to the citizens of Salt Lake County from TENANT’S use of the Premises under this Lease, the Parties agree as follows:

1. GRANT OF LEASE.

OWNER hereby leases to TENANT three parcels located at approximately 1100 West and north of 3300 South, in Salt Lake County, as more fully described on Exhibit “A” (the “Premises”) attached hereto and by reference made a part of this lease.

2. TERM OF LEASE.

The date this Lease is signed by the last party to sign it (as indicated by the date stated under that party’s signature) will be deemed the Effective Date of this Lease, and shall terminate December 31, 2026, unless sooner terminated in accordance with law or the provisions of this lease. At least sixty (60) days prior to the termination of this Lease, TENANT may request an extension of the Lease for up to two one-year terms under the same or renegotiated terms and conditions. OWNER may decide, in its sole discretion, whether to grant TENANT’s request.

3. RENT.

A. TENANT shall pay OWNER as rent for the Premises the sum of \$300 per year, payable in full by January 31 of each calendar year of this Lease. The Parties agree that under a prior lease, TENANT has already paid OWNER \$300 for calendar year 2021.

B. In addition to the rent amount paid by TENANT as specified above, pursuant to Salt Lake County Council Resolution No. _____, and as provided in Utah Code Ann. § 17-50-303(3)(a), the Salt Lake County Council has determined that leasing the Premises to LESSEE for a reduced rent of \$300 per year contributes to the health, prosperity, and moral well-being of County inhabitants.

4. PRIVILEGE TAX.

Tenant will be responsible for any taxes, including but limited to any assessed privilege taxes, that arise out of TENANT's use of the Premises under this Lease.

5. LIENS AND ENCUMBRANCES.

TENANT agrees that they shall not take any actions or make any representations in connection either with the Premises or its activities on the Premises which shall have the effect of, or result in the attachment of, any lien or other encumbrance to the Premises or otherwise interfere with OWNER's title to the Premises.

6. SUBLETTING OR ASSIGNMENT.

TENANT shall not sublet the Premises or any part thereof or assign this lease, nor shall TENANT use the Premises or permit the Premises to be used for any other purpose than as stated in this lease without the prior written consent of OWNER. TENANT agrees that it will use the Premises in conformance with all existing licensing, building, and zoning ordinances of Salt Lake County and all other applicable federal, state, and local laws and regulations.

7. INSURANCE.

TENANT shall, at its sole cost and expense, secure and maintain during the term of this Lease the following minimum insurance coverage.

7.1 GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES:

A. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Lease, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Lease or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to OWNER.

B. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:

(1) Currently rated A- or better by A.M. Best Company;

—OR—

(2) Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570)*, as amended.

C. TENANT shall furnish certificates of insurance, acceptable to OWNER, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

D. In the event any work is subcontracted, TENANT shall require its subcontractor, at no cost to OWNER, to secure and maintain all minimum insurance coverages required of TENANT hereunder.

E. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, TENANT shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by OWNER, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to OWNER.

F. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing (30) days prior written notice to OWNER in a manner approved by the Salt Lake County District Attorney.

G. In the event TENANT fails to maintain and keep in force any insurance policies as required herein, County shall have the right at its sole discretion to obtain such coverage and reduce payments to TENANT for the costs of said insurance.

7.2 REQUIRED INSURANCE POLICIES:

TENANT agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

A. Workers' compensation and employer's liability insurance as required by the State of Utah unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships. In the event any work is subcontracted, TENANT shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

B. Commercial general liability insurance on an occurrence form with OWNER as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate and \$2,000,000 products completed operations policy aggregate. The policy shall protect OWNER, TENANT, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from TENANT's operations under this Lease, whether performed by TENANT itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations.

C. If TENANT intends to operate a motor vehicle in pursuit of this lease, TENANT must obtain Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, with OWNER as an additional insured, in the minimum amount of \$1,000,000 per occurrence.

8. ENVIRONMENTAL COMPLIANCE.

TENANT shall not store, use, manufacture or bring on or about the Premises any toxic material, hazardous waste or hazardous substance regulated by any city, county, state or federal governmental authority. TENANT shall be solely responsible for and shall defend, indemnify

and hold OWNER harmless from and against all claims, costs, liabilities, and judgments arising out of or in conjunction with the removal, cleanup or restoration of the Premises. TENANT'S obligations under this provision shall survive the termination or expiration of this lease. TENANT shall notify OWNER before using chemicals on the Premises. TENANT shall not import any fill material to the Premises.

9. SURRENDER AND RETURN OF PREMISES.

At the end of the term of this lease, TENANT agrees to and shall return the Premises to OWNER in as good a condition as when received, reasonable wear and tear excepted.

10. INDEMNIFICATION BY TENANT.

TENANT agrees to indemnify OWNER, its officers, agents and employees from any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits, however allegedly caused, resulting directly or indirectly from, or arising out of TENANT's use or operation of the Premises.

11. LIABILITY.

OWNER is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 to -904 (as in effect at any given time), as amended (the "Act"). The Parties agree that OWNER shall only be liable, if at all, within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way to waive any defenses or to modify the limits of liability set forth in the Act or the basis for liability as established in the Act.

12. USE OF PREMISES.

- A. To the extent allowed by applicable zoning rules, TENANT may use the Premises exclusively for vegetable and fruit farming, and limited animal husbandry activities.
- B. TENANT will use its best efforts to include organic gardening and Integrated Pest Management (IPM) as part of its teaching curriculum. TENANT will obtain prior written permission to use pesticides or other chemicals to the Premises. TENANT will provide a detailed report of TENANT's use of the property in a calendar year on or before December 31 of each calendar year.
- C. TENANT shall not allow weeds to reach a height of greater than twelve inches and shall clear and remove any cuttings from the Premises. TENANT further agrees to keep the Premises clear and free of litter, junk, garbage, and manure piles and any other unsightly objects or debris that may appear on the Premises from any cause whatsoever.
- D. TENANT shall ensure that no runoff enters any adjacent water bodies.
- E. The utility access comes "AS IS." The TENANT shall be responsible, at TENANT's sole cost and expense, for any utility hook ups, maintenance of their connections to electric and water sources from the Premises and equipment. This includes TENANT's sole responsibility for installation and monthly utility costs for drip irrigation. TENANT shall also be responsible, at TENANT's sole cost and expense, for upgrading any existing utility service or creating a new utility system as needed, and obtaining the appropriate permits and approvals, including

written approval from OWNER, and if applicable the city where the Premises is located.

- F. TENANT shall, at its sole cost and expense, clean-up and remove all waste, garbage, refuse, rubbish, organic debris, and litter on the Premises. TENANT shall provide proper waste receptacles throughout the Premises in compliance with all County, State, and Federal regulations regarding recycling. TENANT should reduce, reuse, and recycle wherever possible.
- G. The TENANT shall, at its sole cost and expense, obtain and maintain during the term of this Lease all licenses, local zoning regulations, and permits required under all laws applicable to the TENANT's operations under this Lease.

13. OWNER'S RIGHT OF ACCESS.

TENANT grants a continuing right of access to the Premises or any part thereof to OWNER and its employees, agents and/or representatives. Said access shall be afforded at all reasonable times for the purpose of inspecting the Premises, for necessary repairs and maintenance, for enforcement of the provisions under this lease or for any other necessary or reasonable purpose of OWNER.

14. OWNERSHIP OF IMPROVEMENTS.

The ownership of any and all improvements and repairs which TENANT shall make or install in or on the Premises shall remain with the Premises at the expiration or termination of this lease or any extension or renewal thereof. Should OWNER request TENANT to remove any fences or other alterations or improvements made by TENANT, TENANT shall do so prior to the termination of this Lease or sooner if requested by OWNER.

15. ACCEPTANCE OF PREMISES.

TENANT accepts the Premises and facilities on said Premises in their present condition as being sufficient and suitable for TENANT's use. TENANT having been on the Premises and having examined the facilities, accepts the Premises AS IS and further states that OWNER has made no representation as to any environmental contamination of the soil upon the Premises. TENANT shall remove any dangerous conditions on the Premises known, or which should reasonably be known, by TENANT, which conditions occur on the Premises during the term of this Lease and any extension or renewal thereof.

16. STRUCTURES AND FENCES.

TENANT shall not construct structures of any character or remove or relocate fences or excavate upon the Premises without the prior written consent of OWNER.

17. REMOVAL OF TREES OR WOOD.

TENANT shall not cut nor allow any person to cut or carry off from the Premises any tree or wood, nor burn any stubble, grass, weeds or any substance growing upon said Premises or any part thereof, without first having obtained the written consent of OWNER.

18. MAINTENANCE OF FENCES, CANALS, ETC.

TENANT will keep and maintain all trees, fences, canals, ditches, buildings, troughs and all other facilities now upon said Premises, or which may be placed thereon during the lease

term, in good order and condition. No grading or changes to the Premises shall be made by the TENANT without written permission from the OWNER.

19. TERMINATION.

Either party may terminate this Lease in advance of its expiration date upon giving the other party at least ninety (30) days written notice of the date of such termination. Upon such termination, TENANT agrees to vacate the Premises on the termination date and surrender and return possession to OWNER.

20. DEFAULT OR FAILURE OF PERFORMANCE.

In the event the Premises are used or permitted to be used contrary to the provisions of this lease, or if TENANT is in default of any other provisions of this lease, OWNER may, without notice, re-enter and take possession and re-let the leased premises holding TENANT liable for all damages, costs and expenses relating thereto. Alternatively, OWNER may immediately terminate this lease without liability and hold TENANT liable for any damage, costs, and expenses, which may arise from said termination.

21. LIENS FOR LEASE PAYMENTS.

It is expressly agreed and covenanted that any unpaid rent or other charges required to be paid under this Lease will constitute and be considered a first lien on the personal property of the TENANT located on the Premises, and that such personal property shall not be removed until all rent and other charges are fully paid.

22. NOTICE.

Whenever any notice is given or made pursuant to this lease, it shall be in writing sent by regular U.S. mail or delivered personally to the following addresses for OWNER and TENANT, or such addresses as may be specified in writing by the Parties from time to time.

TENANT: _____

OWNER: Salt Lake County
Real Estate Division
2001 South State Street, S3-110
Salt Lake City, Utah 84190-3100

Copy to: _____
Parks and Recreation
2001 South State Street, S4-800
Salt Lake City, Utah 84190

23. NON-FUNDING CLAUSE.

OWNER intends to request the appropriation of funds to administer this Lease. Upon thirty days written notice delivered to TENANT, this Lease may be terminated in whole or in part at the sole discretion of the OWNER if the OWNER reasonably determines that: (i) a change in federal or state legislation or applicable laws materially affects the ability of either party to perform under the terms of this Lease; or (ii) that a change in the available funds affects the OWNER's ability to pay under this Lease. A change of available funds as used in this paragraph includes, but is not limited to, a change in federal, state, or Salt Lake County funds, whether as a result of legislative act or by order of the chief executive. Said termination shall not be construed as a breach of this Lease or any event of default under this Lease and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of OWNER, its successors, or its assigns, as to this Lease, or any portion thereof, which may terminate and become null and void.

24. PUBLIC RECORDS

TENANT acknowledges that OWNER is a governmental entity subject to the Utah Government Records Access Management Act (“GRAMA”), Utah Code Ann. §§63G-2-101, *et seq.*, as amended. As a result, OWNER is required to disclose certain information and materials to the public, upon request. Tenant agrees to timely refer all requests for documents, materials and data in its possession relating to this lease and its performance to the OWNER for response by the OWNER.

25. ETHICAL STANDARDS

TENANT represents that it has not knowingly: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

26. CAMPAIGN CONTRIBUTIONS

TENANT acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. TENANT also acknowledges and understands this prohibition means that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with the County is prohibited from making campaign contributions to County candidates. TENANT further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this lease. TENANT represents, by executing this lease, that TENANT has not knowingly made or caused others to make any campaign contribution to any County candidate in violation of the above-referenced County ordinance.

IN WITNESS WHEREOF, the Parties have executed this Lease.

OWNER:
SALT LAKE COUNTY

Signature: _____
Mayor or Designee

Date: _____

Division of Parks and Recreation Review:

Signature: _____

Approved as to form:

Signature: _____
Digitally signed by David A. Johnson
Date: 2021.12.03 13:40:12 -0700

TENANT:

Signature: KaWNe

Printed Name: _____

Title: _____

Date: _____

The individual signing above hereby represents and warrants that s/he is duly authorized to execute and deliver this Lease on behalf of the TENANT by authority of law and that this Lease is binding upon the TENANT. A person who makes a false representation of authority may be subject to criminal prosecution under Utah Code Ann. § 76-8-504 (1973).

EXHIBIT A

EXHIBIT A

Parcel 15-26-176-010-8000

An entire tract of land located in the Southwest Quarter of Section 26, Township 1 South, Range 1 West of the Salt Lake Base and Meridian and described in that Warranty Deed recorded as Entry No. 4945019 in Book 6239 at Page 1318 in the Office of the Salt Lake County Recorder. The boundary of said entire tract is described as follows:

Beginning at a point which is North 177.90 feet and West 840.78 feet from the Northeast corner of Lot 5, Section 26, Township 1 South, Range 1 West, Salt Lake Base and Meridian; said point also being North 1903.38 feet and West 1656.59 feet from a county monument; and running thence West 339.63 feet, thence North 100 feet along an old fence line, thence East 336.49 feet along a fence line, thence South 1 deg. 48' East 100.05 feet to the place of beginning.

LESS AND EXCEPTING THEREFROM:

Commencing 177.9 feet North and 840.78 feet West from the Northeast corner of Lot 5, Section 26, Township 1 South, Range 1 West, Salt Lake Meridian; thence running West 114 feet more or less; thence North 6 feet; thence East 114 feet more or less; thence South 6 feet to the point of beginning.

Parcel 15-26-326-020-8000

An entire tract of land located in the Southwest Quarter of Section 26, Township 1 South, Range 1 West of the Salt Lake Base and Meridian and described in that Warranty Deed recorded as Entry No. 4923286 in Book 6225 at Page 125 in the Office of the Salt Lake County Recorder. The boundary of said entire tract is described as follows:

Beginning at a point South 570.68 feet and West 1180.41 feet from the Northeast corner of Lot 5, Section 26, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 100.0 feet; thence East 366.29 feet to the West line of a street; thence North 1 deg. 48' West 100.05 feet along said West line of street; thence West 363.14 feet to the point of beginning.

Parcel 15-26-326-019-8000

Part of an entire tract of land located in the Southwest Quarter of Section 26, Township 1 South, Range 1 West of the Salt Lake Base and Meridian and described in that Warranty Deed recorded as Entry No. 4893114 in Book 6205 at Page 766 in the Office of the Salt Lake County Recorder. The boundary of said entire part of a tract is described as follows:

Beginning at a point South 870.68 feet and West 807.83 feet from the Northeast corner of Lot 5, Section 26, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said point also being North 854.81 feet and West 1623.63 feet from a County Monument and running thence West 372.58 feet to a point on an old fence line; thence North 100 feet along said fence line; thence East 369.43 feet; thence South 1 deg. 48' East 100.05 feet to the point of beginning.

Less and excepting therefrom any portion lying within the bound of public roadways.

Less and Excepting a lease agreement described as follows:

Beginning at the northwest corner of said entire tract, which point is 770.68 feet South and 1,180.41 from the Northeast Corner of Government Lot 5 of said Section 26; said point is also 954.81 feet North and 1,996.21 feet West of a County Monument at the intersection of 3300 South 900 West; thence East 40.00 feet along the north boundary line of said entire tract; thence South 40.00 feet; thence West 40.00 feet to the west boundary line of said entire tract; thence North 40.00 feet along said west boundary line to the point of beginning.