

124

Mayor's Office: Council Agenda Item Request Form

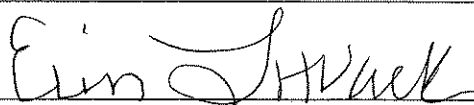
This form and supporting documents (if applicable) are due the Wednesday before the COW meeting by noon.

Date Received
(office use)

12 April 2017

Date of Request	April 12, 2017
Requesting Staff Member	Kimberly Barnett
Requested Council Date	April 18, 2017
Topic/Discussion Title	Fee Waiver Request for Swing for Life Tournament at the Larry H. Miller Softball Complex
Description	Request for a Park fee waiver for the Annual Swing for Life Tournament at the Larry H. Miller Softball Complex. This two day tournament is scheduled for April 20-21, 2017.
Requested Action¹	Approve Fee Waiver
Presenter(s)	Kimberly Barnett, Holly M. Yocom, and Kathy Howa
Time Needed²	5 minutes
Time Sensitive³	
Specific Time(s)⁴	
Contact Name & Phone	Holly M. Yocom 87052
Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.	Kathy Howa is the organizer of the Event.

Mayor or Designee approval:



¹ What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

² Assumed to be 10 minutes unless otherwise specified.

³ Urgency that the topic to scheduled on the requested date.

⁴ If important to schedule at a specific time, list a few preferred times.

12.4

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING
EXECUTION OF A LEASE AGREEMENT WITH BOARDWALK AT OAK
PARK, LLC

RECITALS

A. Boardwalk at Oak Park, LLC ("Oak Park") owns an office building ("Building") located at 8781 South Redwood Road, West Jordan, Utah.

B. Salt Lake County ("County") on behalf of the Salt Lake Youth Services wishes to lease approximately 4,875 rentable square feet of the Building for general office space and related uses.

C. In furtherance of the above stated public purpose, the parties wish to enter into the attached Lease Agreement ("Lease").

D. It has been determined that the best interests of the County and the general public will be served by entering into the attached Lease under the terms and conditions as set forth in the Lease. The execution of said Lease will comply with all applicable state statutes and County ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that it is in the best interests of the County to enter into the attached Lease and that the Lease is accepted and approved. The Mayor is hereby authorized to execute the Lease Agreement on behalf of Salt Lake County and to deliver the fully executed document to the Salt Lake County Real Estate Section for further action.

APPROVED and ADOPTED this _____ day of _____, 2017.

SALT LAKE COUNTY COUNCIL

By: _____
Steve DeBry, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

APPROVED AS TO FORM:

R. Christopher Preston
R. Christopher Preston
Deputy District Attorney
Date: 4/14/2017

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Wilson voting	_____

LEASE AGREEMENT

THIS LEASE is made and entered into this ____ day of _____ by and between Boardwalk at Oak Park, LLC herein referred to as "Landlord" and Salt Lake County, a body corporate and politic of the State of Utah, hereinafter referred to as "Tenant".

RECITALS:

Landlord represents and warrants that it owns and operates an office building containing approximately 6,287 rentable square feet known as Oak Park Place - Building #3 located at 8781 South Redwood Road West Jordan, UT 84088 more particularly described on Exhibit "A" attached hereto (the "Building").

Landlord and Tenant have agreed that Landlord shall lease to Tenant a certain portion of the Building, and Landlord hereby grants Tenant certain rights in common with the Building upon the terms and conditions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Demise of the Premises.

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain portions of the Building known as **Suites 100, 200 & 250** consisting of total net rentable area of approximately 4,875 rentable square feet, (hereinafter sometimes referred to as the "Leased Premises"); together with the right in common with their invitee's, customers, and employees, to use the stairways, halls, sidewalks, delivery and parking spaces, and all other general common facilities located in the Building (said rights, Leased Premises and common areas, being hereinafter sometimes referred to collectively as the "Premises").

2. Term.

(a) Term of the Lease. The term of this lease (the "Term") shall commence on: June 1, 2017, or upon occupancy of the Leased Premises by Tenant, whichever event shall occur last, and expire at midnight following the expiration of **126** calendar months from the commencement date. If the Term shall commence on a date other than the first day of the calendar month, the Term provided for in this Lease shall consist of that part of the calendar month during which the Term commenced.

Months	Full Service Rate	Monthly Amount
First 6 months	\$5.50	\$2,234.38
Through Dec 2018	\$18.50	\$7,515.63
2019	\$19.06	\$7,741.09
2020	\$19.63	\$7,973.33
2021	\$20.22	\$8,212.53
2022	\$20.82	\$8,458.90
2023	\$21.45	\$8,712.67
2024	\$22.09	\$8,974.05

2025	\$22.75	\$9,243.27
2026	\$23.44	\$9,520.57
2027	\$24.14	\$9,806.19

* any additional term and renewal option would increase at 3% annually on each January 1st.

(b) Holding Over. In the event Tenant shall remain in possession of the Leased Premises beyond the Term of this Lease or any extension or renewal hereof without executing a new written Lease with Landlord, such holding over shall not constitute a renewal or extension of this Lease, but Tenant shall be a tenant from month-to-month. In the event of a hold over, Tenant shall be required to uphold all terms and conditions of this Lease, provided however that, Tenant's minimum monthly rent shall be increased to **125%** of the monthly rent applicable at the expiration of this Lease.

(c) Renewal Option. Tenant shall have one (1) five (5) year Renewal Option. Tenant shall provide no less than six (6) months prior written notice to Landlord. During the Renewal Term, Tenant will occupy the Premises on the same terms, covenants and conditions described in this Lease, except as follows:

(i) Landlord shall meet with Tenant within thirty (30) days of Landlord's receipt of notice by Tenant of its desire to extend this Lease to negotiate and adjust the Monthly Rent to the then existing market rate, taking into account the changes in market conditions for the Leased Premises during the initial Term and any anticipated changes in market conditions during the Renewal Term.

(ii) In the event the parties are unable to agree upon the Monthly Rent for the Renewal Term, this Lease shall terminate upon expiration of the Initial Term.

3. Rent.

(a) Minimum Monthly Rent. Beginning on the commencement date, Tenant shall pay Landlord a minimum monthly rent (the "Monthly Rent") based upon the chart in section 2 (a) in advance, on the first day of each month of the Term, without set off or deduction. During the Base Rent Abatement Period (defined below) the Monthly rent shall be discounted as explained in Section 3(d). After the Base Rent Abatement Period expires, the Monthly Rent shall increase to the full service rate as provided in the chart in section 2. After the Base Rent Abatement Period, Tenant shall not be responsible for any building operating costs except to the extent those costs are included within the Monthly Rent. For any months of partial occupancy at the beginning or end of the Term, the rent payable hereunder shall be prorated.

(b) Annual Increase. Starting on January 1st, 2019, the Monthly Rent shall increase annually by 3% per year as shown in the table in Section 2(a).

(c) Pre-Paid Rent. Upon mutual Lease execution Tenant shall deposit with Landlord the sum of \$7,515.63 to be applied to month seven (7).

(d) Base Rent Abatement Period. Tenant shall only be responsible for its proportionate share of Building Operating Costs (as defined below) estimated at \$5.50 per rentable square foot, during the first six (6) months of the Term (the "**Base Rent Abatement Period**"), . The Base Rent Abatement Period shall be no longer than six (6) months, so if the Commencement Date is other than the first day of the month, then the Base Rent Period shall end on the corresponding date that is six (6) months later. For example, if the Commencement Date were June 15, 2017, then the Base Rent Abatement Period would run from June 15, 2017 to December 14, 2017, and Monthly Base Rent for the period December 15, 2017 through December 31, 2017 would be due in the amount of \$3,757.82 (i.e., one-half of the Monthly Base Rent at the rate specified for Months 7-12 of the Term).

4. Definitions.

For the purpose of this Lease, the following terms are herein defined:

- (a) Base Year. The calendar year in which the Term of this Lease commences (2017).
- (b) Adjustment Period. Each one (1) year or partial one (1) year period during the Term hereof following the Base Year.
- (c) Building Operating Costs. All costs, expenses and obligations during the Term hereof shall be paid by Landlord (unless otherwise herein expressly provided to the contrary), and Landlord shall indemnify Tenant against such costs, expenses and obligations. In furtherance thereof, Landlord agrees to be liable for and to pay all costs and expenses of ownership, operation and maintenance of the Building, all real property taxes and assessments and any tax in addition to or in lieu thereof,; utilities; insurance; license; property management fees; costs of services of independent contractors; costs of compensation (including employment taxes and fringe benefits) of all persons who perform regular and recurring duties connected with the day to day operation, maintenance and repair of the Building, its equipment and the adjacent walks, walls and landscaped areas, including janitorial, gardening, security, parking, operating engineer, painting, plumbing, electrical, carpentry, heating, ventilation, air conditioning, window washing and signing; and rental expenses or a reasonable allowance for depreciation of personal property used in the maintenance, operation and repair of the Building.
- (d) Tenant's Proportionate Share. As used in this Lease, the term "Tenant's Proportionate Share" shall mean a fraction, the numerator of which is the square footage leased by Tenant hereunder, and the denominator of which is the total square footage in the Building, excluding the area as identified as Common Area or parking area as identified on Exhibit "B". Tenant's Proportionate Share shall equal **77.54%, based on the total building square footage of approximately 6,287 rentable square feet.**

5. Tenant Improvements.

- (a) Tenant Improvement Allowance. Landlord shall provide Tenant a turnkey build out per the mutually agreed to space plan and building standard finishes as per Exhibits "C-1" and "C-2". Any costs over and above the agreed to space plan and building standard finishes shall be Tenant's sole responsibility and cost.

6. Force Majeure.

If either Party, except as otherwise herein specifically provided, shall be delayed or hindered in or prevented from the performance of any obligations hereunder related to construction or repair of the Premises by reason of strikes, walkouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the Terms of this Lease, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

7. Tenant's Certificate.

Tenant shall, within fifteen (15) days after the Commencement Date, and thereafter from time to time within thirty (30) days after Landlord makes request therefore, execute and deliver to Landlord a written certificate of declaration: (a) ratifying this Lease; (b) expressing the Commencement Date and the termination date of the present Term hereof; (c) certifying that this Lease is in full force and effect and has not been assigned; (d) certifying that all conditions or obligations under this Lease to be satisfied

or performed by Landlord have been satisfied or performed, or if such is not the case, specifying those conditions or obligations which have not been satisfied or performed; (e) certifying that there are no defenses or offsets against the enforcement of this Lease or any of the provisions hereof by Landlord, or stating those claimed by Tenant (f) specifying the amount of rent payable under Section 3. hereof; (g) specifying the amount of advance rent, if any (or none if such is the case) paid by Tenant; (h) specifying the date to which rent has been paid; and (i) setting forth such other information as Landlord may reasonably request. Landlord and Landlord's mortgage lenders and/or purchasers interested in the Leased Premises shall be entitled to rely upon such certificate or declaration, and Tenant shall be estopped to deny any certification, declaration, or statement contained therein.

8. Financing.

Tenant acknowledges that Landlord may be attempting to obtain or has obtained permanent financing for the Building, and that said financing will be or is secured by, among other things, a Deed of Trust with Assignment of Rents regarding the Property, including the Leased Premises, in favor of the lender. Tenant also acknowledges that the lender interested in any given loan may desire that Tenant's interests under this Lease be subordinate to the Mortgage or Deed of Trust then held or to be taken by said lender (any Mortgage or Deed of Trust and customary related instruments are herein collectively referred to as "Mortgage"). Accordingly, Tenant agrees that, at the request of Landlord at any time, and from time to time, Tenant shall execute and deliver to Landlord an instrument, in form reasonably acceptable to Landlord and Tenant whereby Tenant subordinates its interests under this Lease and in the Leased Premises to those Mortgages required to secure long-term financing. Any such instrument or subordination executed by Tenant shall provide that so long as Tenant continues to perform all of its obligations under this Lease, its tenancy shall remain in full force and effect notwithstanding Landlord's default in connection with the Mortgage concerned or any resulting foreclosure or sale or transfer in lieu of such proceedings. Tenant shall not subordinate its interests hereunder or in the Leased Premises to any lien or encumbrance other than the Mortgages described in and pursuant to this Section without the prior written consent of Landlord and of the lender interested under each Mortgage then affecting the Premises. Any such unauthorized subordination by Tenant shall be void and of no force or effect whatsoever.

Tenant shall not, without Landlord's prior written consent, encumber, pledge or hypothecate the Leased Premises or its interests therein.

Any sale, assignment or transfer of Landlord's interest under this Lease or in the Leased Premises including any such disposition resulting from Landlord's default under a Mortgage shall be subject to this Lease and also Tenant shall attorn to Landlord's successor and shall recognize such successor landlord under this Lease so long as the Landlord's successor assumes the provisions of this Lease.

9. Use and Occupancy.

(a) General Use of Building. Tenant shall use the Leased Premises for general office space and for purposes ordinarily incidental to such use. Tenant shall not make any use of the Leased Premises which shall cause cancellation of any Mortgage or insurance policy covering the same and shall not keep or use on the Leased Premises any article, item, or thing which is prohibited by the terms of any Mortgage or hazard insurance policy covering the Premises. Tenant shall not commit any waste upon the Premises and shall not conduct or allow any business, activity, or thing on the Premises which is or becomes unlawful, prohibited, or a nuisance or breach of a covenant of quiet enjoyment or which may cause damage to Landlord, or occupants of the vicinity, or to other third parties. Tenant shall comply with and abide by all laws, ordinances, and regulations of all municipal, county, state and federal authorities which are now in force or which may hereafter become effective with respect to use and occupancy of the Premises.

(b) Use of Parking Area. Landlord shall provide a parking lot contiguous with the Building as part of Leased Premises with a parking ratio of 5 spaces per 1,000 useable square feet or twenty-four (24) stalls ("Parking Area"), at no cost to Tenant, during the Term. The Parking Area shall have lighting that is in accordance with applicable building and city codes. Landlord will be responsible for the costs of striping, repairing and maintaining the Parking Area. The parking spaces in the Parking Area shall be used for vehicular parking and for no other purpose whatsoever. No vehicles may be parked overnight without permission from Landlord. No signs, displays or other advertisements shall be permitted in the Parking Area. Use of the Parking Area shall be governed by and subject to the rules and regulations attached hereto as Exhibit "B" and such additional reasonable rules and regulations may be determined by Landlord and of which Tenant receives not less than thirty (30) days' prior written notice. All vehicles of Tenant or Tenant's invitees shall only be parked in the Parking Area.

10. Indemnification.

Subject to the provisions of the Utah Governmental Immunity Act, Tenant shall indemnify and hold harmless Landlord from and against any and all claims of any kind or nature arising from Tenant's use of the Premises during the Term hereof, and Tenant hereby waives all claims against Landlord for damage to goods, wares, or merchandise or for injury whatsoever, except such as might result from intentional, willful or negligent acts or omissions of Landlord or Landlord's representatives.

Landlord shall indemnify and hold harmless Tenant from and against any and all claims of any kind or nature arising from Tenant's use of the Premises during the Term hereof, and Landlord hereby waives all claims against Tenant for damage to goods, wares, or merchandise or for injury whatsoever, except such as might result from intentional, willful, or negligent acts or omissions of Tenant or Tenant's representatives.

Tenant is a body corporate and politic of the State of Utah, subject to the Utah Governmental Immunity Act ("Act"), Utah Code Ann. §63G-7-101, *et seq.*, (1953, as amended). The parties agree that Tenant shall only be liable within the parameters of the Act. Nothing contained in this Lease shall be construed in any way to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

Landlord agrees to indemnify, defend, and hold harmless Tenant and its officers, directors, partners, and employees from and against all liabilities, judgements, demands, actions, expenses or claims, including reasonable attorney's fees and court costs associated with Landlord's not paying its taxes, assessments, and governmental charges.

11. Utilities.

Landlord shall be responsible for and pay all charges by public or private utility for gas, electric, and other utilities services furnished to or placed upon the Leased Premises during the Term of this Lease, excluding telecommunications.

In addition Landlord shall be responsible and pay all utility charges, included but not limited to charges for usage of heat, water, gas, electricity, sewer, trash collection and other utilities used in, on or about the Common Areas and the Building.

Tenant shall be responsible to pay for its own internet, cable, phone, and any other telecommunication costs associated with Tenant's space.

Tenant will not, without the written consent of the Landlord, use any apparatus or device in the Leased Premises, including but without limitation thereto, electronic data processing machines, punch card machines and machines using current in excess of 110 volts, which will in any way increase the

amount of electricity or water usually furnished or supplied for the use of the Leased Premises as general office space, except as may be required for the Tenant's IT room to the extent the equipment housed in the IT room is principally used to support the internal operations of Tenant; nor connect with electric current, except through existing electrical outlets in the Leased Premises, or water pipes, any apparatus or device, for the purposes of using electric current or water.

If Tenant shall require water, fuel, or electric current in the excess of that usually furnished or supplied for the use of the Leased Premises as general office space, Tenant shall first procure the consent of Landlord for the use thereof, which consent Landlord may not unreasonably refuse. As a condition of consent, Landlord may cause a meter to be installed in the Leased Premises to measure the amount of water and electric current consumed for any such other use. The costs of such meters and installation, maintenance and repair thereof shall be paid for by Tenant and Tenant agrees to pay Landlord promptly upon demand by Landlord for all such water and electricity consumed as shown by said meters, or as agreed to by Landlord and Tenant, at the rates charged for such services by the City in which the Building is located or the public utility, as the case may be, furnishing the same, plus any additional expense incurred in keeping the account of the water and electric current so consumed.

Wherever heat generating machines or equipment are used in the Leased Premises, with the exception of the IT room, which affect the temperature otherwise maintained by the air conditioning system, Landlord reserves the right to install supplementary air conditioning units in the Leased Premises and the cost of installation, operation and maintenance thereof, shall be paid by Tenant to Landlord upon demand by Landlord.

Landlord will furnish water and electricity to the Building at all times and will furnish heat and air conditioning during the normal Building hours, as established by Landlord, which currently are 8 a.m. to 6:00 p.m., Monday through Friday, and 8 a.m. to 12 p.m. on Saturday, excluding Sundays and legal holidays. Additional after-hours HVAC services will be billed to Tenant in accordance with the following section. If Tenant uses excessive amounts of utilities or services of any kind because of operation outside of normal Building hours, high demands from machinery and equipment, nonstandard lighting, or any other cause, Landlord may impose a reasonable charge for supplying such extra utilities or services, which charge shall be payable monthly by Tenant in conjunction with rent payments. If Tenant does not agree that excessive amounts of utilities or services have been utilized and/or disagrees with the Landlord's charge therefor, then Landlord and Tenant shall jointly select a qualified independent engineer to determine such matter. The engineer's decision shall be conclusive on both parties. Landlord and Tenant shall each pay one-half of the cost of such determination.

12. Insurance.

(a) Tenant's Insurance. Tenant shall, at all times during the term of this Lease, and at its own cost and expense, procure and maintain in force the following insurance coverage:

(i) Tenant is a self-insured governmental entity, and as such will provide and maintain liability insurance pursuant to the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101, *et seq.* (1953 as amended).

(ii) Tenant shall assume the risk of damage or destruction to Tenant's personal property, fixtures and alterations performed by Tenant.

(b) Landlord's Insurance. Landlord shall maintain and keep in force insurance against risks covered by standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, in the amount of the full replacement value of the Building..

(c) Waiver of Subrogation. Landlord and Tenant hereby waive any and all rights of recovery against the other or against the officers, employees, agents and representatives of the other, on account of loss or damage occasioned to such waiving party or its property or the property of others under its control.

13. Taxes.

(a) Leased Premises. Throughout the term hereof, Landlord shall be responsible for and pay all Taxes. In the event any element of Taxes may be paid in installments over a period of time or years, Landlord may, at its sole option, cause the Taxes concerned to be payable in such manner.

(b) Common Areas. Landlord shall be responsible for and pay all Taxes and assessments levied or assessed upon the common areas of the Building.

(c) Definition of Taxes. As used in this Section, the term "Taxes" shall mean and include all taxes, assessments, levies, and charges, whether special, extraordinary, foreseen, or unforeseen, levied, assessed or imposed that are reasonable and customary: (i) upon or with respect to, or which are to become liens upon or against, the Premises or any interest of Landlord therein or under this Lease; (ii) upon, against, which are measured by, or which are or become liens upon or against, any rents or rental income, as such, payable to or on behalf of Landlord in connection with the Premises; (iii) upon or against this Lease or the transaction evidenced hereby; (iv) upon or against all equipment, furniture, fixtures and any other personal property not owned by Tenant located in the Premises; or (v) upon or with respect to the ownership, possession, leasing, operation, or management of the Premises. "Taxes" shall not include, and Tenant shall have no obligation for, the payment of any tax levied or assessed which is based upon the Landlord's income or profits.

14. Repair and Maintenance of Building and Premises.

(a) Landlord agrees to keep all the exterior parts of the Building and interior parts of the Building used in common by all tenants, the improvements on the land outside the Building, and grounds in good repair, including all labor, material costs, replacement costs and repairs to the electrical wiring, plumbing, air conditioning and heating systems to the point of the interior connection to the Building;.

(b) Landlord shall not, however, be obligated to make any repairs to the Building until written notice of the need of repair shall have been given to Landlord and after such notice is given, Landlord shall have a reasonable time in which to make such repairs. Landlord's responsibilities under this Section shall not include any repairs made necessary by the acts, negligence or omissions to act by Tenant, its agents, invitees, servants, employees or contractors.

(c) Tenant at its costs and expense, shall keep the Leased Premises in a neat, clean, sanitary condition and shall keep in good repair, excepting only for reasonable wear and tear and damage resulting from intentional, willful, or negligent acts or omissions of Landlord, its agents and employees, the entire interior parts of the Leased Premises, including without limitation, walls, ceilings, painting, wall covering, paneling, carpeting, floor coverings, doors, windows and door and window moldings, and electrical, plumbing and heating facilities (including the replacement of light bulbs and fluorescent tubes) from the point of their interior in connection to the Building.

15. Care and Maintenance.

(a) Landlord shall be responsible for and pay the cost and expense to care for, keep and maintain all the Common Areas and exterior parts of the Building (including the roof and parking area), and the improvements on the Land in good condition, including but not limited to electrical wiring, plumbing, air conditioning and heating systems (including spring and fall servicing as recommended by the

manufacturer, and replacement of filters as necessary); the mowing of grass, care and replacement of shrubs and trees, general landscaping, if any, and to clean and paint the Common Areas and exterior parts of the Building as the same may or might be necessary in order to maintain the Building and Land in a clean, attractive and sanitary condition. Landlord shall keep the driveways, parking lots and sidewalks, if any, in good repair and reasonably free from ice and snow, the cost of which shall constitute a maintenance cost under this Section; and

(b) Landlord shall be responsible for and pay the cost and expense of providing such snow removal, janitorial cleaning and custodial service to the Building, as may be reasonably necessary to keep them in a clean, safe, sanitary, usable and attractive condition, considering the use for which they are leased by Tenant, including, but not limited to, washing of all exterior parts of windows four (4) times each year and performing janitorial cleaning and custodial services in accordance with the Janitorial Specification Sheet attached hereto as Exhibit "D"; Landlord shall make available a receptacle for trash for use in common by all tenants of the Building.

16. Waste.

Tenant will not commit waste of the Leased Premises, Building or Land, nor shall it use or permit the use of the Premises in violation of any present or future law of the United States or of the State in which the Premises is located, or in violation of any municipal ordinance or regulation applicable thereto.

17. Alteration of Buildings and Installation of Fixtures and Other Appurtenances.

Tenant may, with written consent of Landlord, by a licensed contractor, but at its sole cost and expense and in good, workmanlike manner, make such alterations to the Leased Premises as Tenant may require for the conduct of its business without, however, materially altering the basic character of the Leased Premises, or weakening any structure on the Leased Premises. Tenant may, with consent of Landlord, have the right to erect, at Tenant's sole cost and expenses, such temporary partitions, including office partitions, as may be necessary to facilitate the handling of Tenant's business. Tenant may, with written consent of Landlord, but at its sole cost and expense, install electrical fixtures, additional lights and wiring and other trade appliances. Any alterations or improvements to the Leased Premises, including, but not limited to, partitions, all electrical fixtures, lights and wiring, shall, at the option of the Landlord, become the property of Landlord, at the expiration or sooner termination of this Lease. Should Landlord request Tenant to remove all or any part of the above mentioned items, Tenant shall do so prior to the expiration of this Lease and repair, in a good and workmanlike manner, all damage done to the Leased Premises by such removal.

Tenant shall not exercise the rights and privileges granted or perform the obligations assured by this Section in such manner as to damage or affect the structural qualities of the Building.

18. Signs.

(a) Approved Signage. Landlord shall provide one (1) building standard lobby directory, one (1) building standard suite monument entry sign, and one (1) space on the building sign at Landlord's expense.

(b) Approval of Signs. No sign shall be erected on the Premises by Tenant ("Tenant Signs") without the prior written consent of Landlord and the prior approval of proper municipal authorities. Such approval shall not be unreasonably withheld.

(c) Requirements. Provided Landlord's written consent is granted, Tenant, at Tenant's cost and expense, may erect only such Tenant Signs or signs advertising the conduct of business on the Premises as conform to all requirements of the proper governmental authorities.

(d) Permits. All permits and licenses for such Tenant Signs shall be obtained and paid for by Tenant with the cooperation of Landlord.

(e) Maintenance of Signs. Tenant shall at all times maintain any Tenant Signs or lettering in good condition and repair.

(f) Liability for Signs. The Tenant shall hold the Landlord harmless from injury to persons or property arising from the erection and maintenance of any Tenant Signs.

(g) Removal of Signs. Upon vacating the Premises, the Tenant agrees to remove all Tenant Signs and repair all damage caused by the removal.

(h) Violations. The Landlord may immediately remove any Tenant Signs installed by or on behalf of Tenant which are installed in violation of the terms of this agreement.

19. Condition of Premises.

Subject to the completion of the Tenant Improvements identified in Exhibits C-1 and C-2, Tenant accepts the Leased Premises in the same condition they are in at the time of the commencement of the Term of this Lease. Tenant agrees if, during such Term, Tenant shall change the usual method of conducting Tenant's business on the Leased Premises or should Tenant install thereon or therein any new facilities, Tenant will, at the sole cost and expense of Tenant, make alterations or improvements in or to the Leased Premises which may be required by reason of any Federal, State or municipal law, ordinance, or regulation applicable thereto.

20. Eminent Domain.

(a) Temporary Taking. If the temporary use of the whole or any part of the Leased Premises shall be taken at any time during the Term of this Lease by any public or quasi-public authority under power of condemnation, or by agreement between Tenant and those authorized to exercise such rights, Tenant shall give prompt notice thereof to Landlord, and the Term of this Lease shall not be reduced or affected in any way. In such case, Tenant shall continue to pay in full the rent payable hereunder and such other amounts that Tenant is obligated to pay hereunder. Tenant shall be entitled to the entire award for such taking (whether paid by way of damages, rent, or otherwise) unless the period of occupation and use by the condemning authority shall extend beyond the date of termination of this Lease, in which case the award made for such taking shall be apportioned between Landlord and Tenant as of the date of such termination. In any proceeding for such taking, Landlord shall have the right to intervene and participate; provided that if such intervention shall not be permitted, Tenant shall consult with Landlord, its attorneys, and experts, and shall cooperate with Landlord in the prosecution or defense of such proceedings. Any recovery or sum received by Tenant as an award or compensation for physical damage to the Premises caused by and during the temporary taking shall be deemed a trust fund for the purposes of repairing or restoring such damages.

(b) Total Taking. If the whole of the Leased Premises shall be taken by any public or quasi-public authority under power of condemnation, then the Term of this Lease shall cease as of the day possession is taken by such public authority (except for purposes of determining the amount of such award) and the rent shall be paid up to that date. If only a part of the Leased Premises not so taken cannot reasonably be made tenantable for the purpose for which Tenant has been using the Leased Premises (even if restoration was made), then Tenant may, at Tenant's option, terminate this Lease by written notice to Landlord given within thirty (30) days after such taking. Thereafter, this Lease shall terminate except for the revisions pertaining to determination of the award, which shall survive. Any such taking of the Leased Premises which results in the termination of this Lease shall be deemed and referred to as total taking.

(c) Partial Taking. If only a part of the Leased Premises shall be taken under condemnation and the remainder of the Leased Premises not so taken can be made tenantable for the purposes for which Tenant has been using the Leased Premises, then this Lease shall continue in full force and effect as to the remainder of the Leased Premises and all of the terms herein provided shall continue in effect, except that the rent shall be reduced in proportion to the amount of the Leased Premises taken.

(d) Award. All damages awarded for taking under Sections (b) and (c) shall belong to and be the property of Landlord whether such damages shall be awarded as compensation for the diminution in the value of the fee of the Leased Premises, except that Tenant shall have the right to claim and recover from the condemning authority such compensation equal to all damage to Tenant's business by reason of the condemnation and any cost Tenant may incur in removing Tenant's property from the Leased Premises and shall have the right to claim from the condemning authority such additional compensation equal to the amortized value of all non-movable improvements constructed on the Leased Premises by Tenant or its contractors, employees, or agents. In the event only one award is made, and that award contains compensation for damage or injury to Tenant, the award shall be divided between Landlord and Tenant as their interests may appear.

21. Rights Upon Termination.

Upon termination of this Lease for any reason whatsoever, Tenant shall surrender and deliver up the Leased Premises to Landlord. Except as otherwise expressly provided for in this Lease, as of and after the date of termination hereof for any reason whatsoever, the rights and obligations of the Parties with respect to each other, and of Tenant with respect to the Leased Premises, shall cease. Tenant shall, however, fully perform and fulfill all of its obligations under this Lease relating to events occurring or circumstances existing prior to the date of termination.

22. Tenant's Default.

(a) Each of the following events shall be a default by Tenant and a breach of this Lease:

(i) Abandonment or surrender of the Lease Premises or of the leasehold estate or failure or refusal to pay when due any installment of rent or any other sum required by this Lease to be paid by Tenant, or to perform as required or conditioned by any other covenant or condition of this Lease.

(ii) The subjection of any right or interest of Tenant in the Leased Premises to attachment, execution or other levy or to seizure under legal process if not released within fifteen (15) days after receipt of written notice from Landlord.

(iii) The appointment of a receiver to take possession of the Leased Premises or improvements or of Tenant's interest in the leasehold estate or of Tenant's operations on the Leased Premises for any reason, including but not limited to, assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings.

(iv) An assignment by Tenant for the benefit of creditors or the filing of a voluntary or involuntary petition by or against Tenant under any law for the purpose of adjudicating Tenant bankrupt; or for payment adjustment or satisfaction of Tenant's liabilities; or for reorganization, dissolution or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceedings, and all consequent orders, adjudication's, custodies and supervision are dismissed, vacated or otherwise permanently stayed or terminated within thirty (30) days after the assignment, filing or other initial event.

(b) If the alleged default is nonpayment of rent, taxes or other sums to be paid by Tenant as provided in this Lease, Tenant shall have five (5) days after written notice is given to cure the default. For the cure of any other default, Tenant shall promptly and diligently after written notice commence curing the default and shall complete the cure within ten (10) days after such notice.

(c) After expiration of the applicable time for curing a particular default, or before the expiration of that time in the event of emergency, Landlord may at Landlord's election, but is not obligated to, make any payment required of Tenant under this Lease or under any note or other document pertaining to the financing of improvements or fixtures on the Leased Premises, or perform or comply with any covenant or condition imposed on the Tenant under this Lease or any such note or document, and the amount so paid plus the reasonable cost of any such performance or compliance, plus interest on such sum at the rate of eighteen percent (18%) per annum from the date of payment, performance or compliance (herein called "act"), shall be deemed to be additional rent payable by Tenant with the next succeeding installment of rent. No such act shall constitute a waiver of default or of any remedy for default or render Landlord liable for any loss or damage resulting from any such act.

(d) If any default by Tenant shall continue uncured following notice of default as required by this Lease, for the period applicable to the default under the applicable provision of his Lease, Landlord has the following remedies in addition to all of the rights and remedies provided by law or equity, to which Landlord may resort cumulatively or in the following alternative:

(i) Landlord may, at Landlord's election, terminate this Lease by giving Tenant notice of termination. On the giving of the notice, all the Tenant's rights on the Leased Premises and in all improvements thereon shall terminate. Promptly after notice of termination, Tenant shall surrender and vacate the Leased Premises and leave all improvements in broom clean condition, and Landlord may re-enter and take possession of the Leased Premises and all remaining improvements and eject all Parties in possession or eject some and not others or eject none. Termination under this subsection shall not relieve Tenant from the payment of any sum then due to Landlord or from any claim for damages previously accrued or then accrued to date of termination against Tenant.

(ii) Landlord may, at Landlord's election, re-enter the Leased Premises, and, without terminating this Lease, at any time and from time to time relet the Leased Premises and improvements or any part or parts of them for the account and in the name of Tenant or otherwise. Landlord shall apply all rents from reletting as hereinafter provided. Any reletting may be for the remainder of the term or for longer or shorter periods. Landlord may execute all leases made under this provision either in Landlord's name or in the Tenant's name and shall be entitled to all rents from the use, operation or occupancy of the Leased Premises or improvements or both. No act by or on behalf of the Landlord under this provision shall constitute a termination of this Lease unless Landlord gives Tenant a written notice of termination.

(iii) Intentionally omitted.

(iv) Landlord shall be entitled, at Landlord's election, to each installment of rent or to any combination of installments for any period before termination, plus interest at the rate of eighteen percent (18%) per annum from the due date of each installment until paid. Avails of reletting shall be applied, when received, as follows: (1) to Landlord to the extent that the avails for the period covered do not exceed the amount due from and charged to Tenant for the same period, and (2) the balance to Tenant.

(v) Landlord shall be entitled, at Landlord's election, to damages equal to all amounts that would have fallen due as rent between the time of termination of this Lease and the time of the claim, judgment or other award, less the avails of full reletting plus interest on the balance at the rate of eighteen percent (18)% per annum from the date of the expiration of the applicable time for curing the particular default.

(e) Default by Landlord. If Landlord defaults in the performance of any term, covenant, or condition required to be performed by it under this Lease, Tenant may elect either one of the following:

(i) After not less than fifteen (15) days written notice (or such lesser notice as is reasonable in the event of emergency repairs) to Landlord, Tenant may remedy such default by any necessary action, and in connection with such remedy may pay expenses and employ counsel; all sums expended or obligations incurred by Tenant in connection therewith shall be paid by Landlord to Tenant on demand, and on failure of such reimbursement, Tenant may, in addition to any other right or remedy that Tenant may have, deduct the cost and expenses thereof from rent due hereunder; or

(ii) Elect to terminate this Lease on giving at least forty-five (45) days notice to Landlord, thereby terminating this Lease with no further obligation hereunder on the part of Tenant on the date designated in such notice, unless Landlord shall have cured such default prior to expiration of the forty-five (45) day period.

The aforesaid remedies of rights shall be in addition to any and all rights or remedies available to Tenant at law or in equity.

23. Late Charges.

Tenant hereby acknowledges that late payment by Tenant to Landlord of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after such amount shall be due, Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount. In addition, for each thirty (30) day period thereafter that the amount and the previous late charges thereon remain unpaid, an additional late charge equal to five percent (5%) of the overdue amount and all previous late charges shall be imposed and become due and payable by Tenant. The parties hereby agree that such late charges represent a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charges by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. Except as expressly provided, any amount due to Landlord not paid when due shall bear interest at the rate of eighteen percent (18%) per annum from the due date) and shall be subject to late charges as described in this Section. Payment of such interest and late charges shall be payable without demand, counterclaim, set off, deduction or defense without abatement, suspension, deferment, diminution or reduction.

24. Assignment and Subletting.

Tenant may not assign this Lease or sublet the Leased Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Without limiting the generality of the foregoing, Landlord shall not be deemed to be unreasonable in withholding such consent if the holder of any mortgage or deed of trust on the Leased Premises does not consent to such assignment or subletting. No consent by Landlord to assignment or subletting by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease.

25. Waiver.

Failure on the part of Landlord to complain of any action or non-action on the part of Tenant, no matter how long the same may continue, shall never be deemed to be a waiver by Landlord of any of its rights hereunder. Further, it is covenanted and agreed that a waiver at any time of any of the provisions

hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Landlord to or of any action by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

26. Time.

Time is of the essence of this Lease and each and every provision hereof, except as to the conditions relating to the delivery of possession of the Leased Premises to Tenant.

27. Status Report.

Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees, or the like, the then current status of performance hereunder, either party, on the written request of the other made from time to time, will promptly furnish a written statement on the status of any matter pertaining to this Lease. Without limiting the generality of the foregoing, Tenant specifically agrees, promptly upon the commencement of the Term hereof, to notify Landlord in writing of the date of commencement of the Term, and acknowledge satisfaction of the requirements with respect to construction and other matters requested by Landlord.

28. Severability.

If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall be valid and enforceable to the fullest extent permitted by law.

29. Construction of Lease.

The Section headings throughout this Lease are for convenience and reference only, and the words contained herein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease. The word "Landlord" as used herein shall refer to the individual, individuals, partnership or corporation called "Landlord" at the commencement of this Lease, and the word "Tenant" shall refer to the individual, individuals, partnership or corporation called "Tenant". Words of any gender used in this Lease shall be held to include the other gender, and words in the singular number shall be held to include the plural when the context requires.

30. Applicable Law and Parties Bound.

This Lease shall be construed under the laws of the State of Utah and terms hereof shall be binding upon and shall inure to the benefit of their heirs, executors, administrators, successors and assigns, respectively of Landlord and Tenant. Each term and each provision of this Lease to be performed by Tenant or Landlord shall be construed to be both a covenant and a condition. The reference to successors and assigns of Tenant is not intended to constitute a consent to assignment or other transfer of rights by Tenant, but has reference only to those instances in which Landlord may give written consent to a particular assignment or other transfer of rights by Tenant, as required by Section 24 hereof.

31. Notice to Mortgagee and Right to Cure.

After receiving written notice from any person, firm, corporation or other entity, that it holds a mortgage or deed of trust which includes as part of the mortgaged Premises the Leased Premises of Tenant, Tenant shall, so long as such mortgage or deed of trust is outstanding, be required to give to such holder the same notice as is required to be given to Landlord under the terms of this Lease, but such notice may be given by Tenant to Landlord and such holder concurrently.

32. Notices.

Any notice required or permitted hereunder to be given or transmitted between the Parties shall be either personally delivered or mailed postage prepaid by certified mail, return receipt requested addressed as follows:

TO TENANT:

Salt Lake County, a body corporate and politic of the State of Utah
Contact Person: Dave Clemence
Salt Lake County Real Estate Section
Address: 2001 South State Street, #S3-120
Salt Lake City, UT 84114-4575

TO LANDLORD:

Boardwalk at Oak Park, LLC
Contact Person:
Attn:
Address:

Any notice which is mailed shall be effective on the third business day following its date of mailing. Either party may, by notice to the other given as prescribed in this Section, change the above address for any future notices which are mailed under this Lease.

33. Quiet Enjoyment.

Landlord covenants that so long as Tenant performs all of its obligations hereunder, Tenant shall peacefully and quietly have, hold, and enjoy the Leased Premises for the Term of this Lease.

34. Rules and Regulations.

Tenant and Tenant's agents, servants, employees, visitors and licensees shall observe and comply fully and faithfully with the rules and regulations adopted by Landlord and described in Exhibit "B" attached hereto. Landlord may from time to time, for the care, protection, cleanliness and operation of the Building and its tenants, modify or add thereto such other rules and regulations as deemed necessary by Landlord, provided Landlord shall not be responsible to Tenant for the non-performance by any other tenant or occupant of the Building or any said rules and regulations as deemed necessary by Landlord, provided Landlord shall give written notice thereof to Tenant. Landlord shall not be responsible to Tenant for the non-performance by any other tenant or occupant of the Building of any said rules or regulations.

35. No Partnership.

Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venture or a member of a joint enterprise with Tenant, by virtue of this Lease.

36. Brokerage.

Both Landlord and Tenant acknowledge that Coldwell Banker Commercial Advisors represents the Landlord and Cushman & Wakefield Commerce represents the Tenant in this transaction.

37. Memorandum of Lease.

Tenant agrees not to record this Lease, but each party hereto agrees, on request of the other, to execute a short form lease or memorandum hereof in recordable form and complying with applicable Utah laws reasonably satisfactory to Landlord's and Tenant's attorneys. In no event shall such document expressly state that it is executed to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease.

38. Binding Effect.

Employees or agents of Landlord have no authority to enter or agree to enter into a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for the Leased Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. All negotiations, considerations, representatives and undertakings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant; and no act or omission of any employee or agent of Landlord shall alter, change or modify any of the provisions hereof.

39. Surrender of Premises.

Upon the expiration or termination of this Lease, Tenant shall surrender the Premises in the same condition as they were in on the Commencement Date, reasonable wear and tear and damage by fire, the elements, and other casualty excepted. Before surrendering the Premises, Tenant shall remove all of its signs, personal property, and trade fixtures and shall repair any damage caused by such property or the removal thereof and shall leave the Premises in a clean and orderly condition. On or prior to the expiration date of this Lease, Tenant shall surrender to Lessor all keys to the Premises and to building, all keys to interior locks within the Premises, all mailbox keys, and all security access cards.

40. Compliance with Laws.

Tenant shall, throughout the term of this Lease and at no expense whatsoever to Landlord, promptly comply or cause compliance with all applicable laws and ordinances and the orders, rules and regulations and requirements of all Federal, State, County and Municipal governments and appropriate departments, commissions, boards and offices thereof relating to the use and occupancy by Tenant of the Premises.

41. Right of Entry by Landlord.

Tenant at any time during this Lease Term shall permit Inspection of the Leased Premises during reasonable business hours by Landlord or Landlord's agents or representatives for the purpose of ascertaining the condition of the Leased Premises and in order that Landlord may make such repairs as may be required to be made by Landlord under the terms of this Lease. Ninety (90) days prior to the expiration of this Lease, Landlord may post suitable notice on the Leased Premises that the same are "For Rent" and may show the Leased Premises to prospective tenants at reasonable times upon prior notice to Tenant. Landlord may not, however, thereby unreasonably interfere with the use of the Leased Premises by Tenant.

42. Security Deposit.

Upon mutual execution of the Lease Agreement Tenant shall deposit a Security Deposit with the Landlord in the amount of \$9,806.19 and as is hereby acknowledged. Such deposit shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all the terms

of this Lease by Tenant to be observed and performed. The security deposit shall not be mortgaged, assigned, transferred, or encumbered by Tenant without the written consent of Landlord and any such act on the part of Tenant shall be without force and effect and shall not be binding upon Landlord.

If any of the rents herein reserved or any other sums payable by Tenant to Landlord shall be overdue and unpaid or should Landlord make payments on behalf of the Tenant, or Tenant shall fail to perform any of the terms of this Lease, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply the entire deposit of so much thereof as may be necessary to compensate Landlord toward the payment of rent or any other sums payable hereunder for loss or damage sustained by Landlord due to such breach on the part of Tenant, and Tenant shall forthwith upon demand restore such security to the original sum deposited. Should Tenant comply with all the terms hereof and promptly pay all of the rents as they fall due and any other sums payable by Tenant to Landlord, the deposit shall be returned in full to Tenant at the end of the Term hereof.

In the event of bankruptcy or other debtor-creditor proceedings against Tenant, such security deposit shall be deemed to be applied first to the payment of sums due hereunder other than Monthly Rent, and second to the payment of Monthly Rent due to Landlord.

Landlord may deliver the funds deposited hereunder by Tenant to the purchaser of Tenant's interest in the Leased Premises in the event that such interest be sold and thereupon Landlord shall be discharged from any further liability with respect to such deposit, and this provision shall also apply to any subsequent transferees.

If for any reason this Lease shall be terminated prior to the commencement of the Term (other than for the non-performance of Landlord), in addition to any other rights it may have, Landlord shall retain the deposit.

43. Entire Agreement.

This Lease along with any exhibits and attachments hereto, constitutes the entire agreement, between Landlord and Tenant relative to the Premises and this Lease and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both Landlord and Tenant. Landlord and Tenant agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the Premises are merged in or revoked by this Lease.

44. Corporate Authority.

- (a) Capacity. Executing party has the requisite power and authority to enter into the Agreement.
- (b). Authority. The execution, delivery and performance of this agreement has been duly and validly authorized.
- (c) Executed. This agreement has been duly executed and delivered.
- (d) Enforceable. This agreement constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms.

45. Mechanic's Liens.

Tenant covenants that after the initial Tenant Improvements are completed and Tenant has taken occupancy, Tenant will keep the Leased Premises at all times during the terms hereof free of

mechanic's liens and other liens of like nature other than liens created or claimed by reason of any work done by or at the instance of Landlord and at all times fully to protect and indemnify Landlord against all such liens or claims which may ripen into such liens and against all attorney's fees and other costs and expenses growing out of or incurred by reason of or on account of any such claim or lien, and Landlord agrees to do likewise with respect to work done by or for Landlord. Should Tenant or Landlord fail to fully discharge of the filing thereof, said other Party at its option may pay the same or any part thereof. All amounts so paid by Landlord or Tenant, together with interest thereon at the rate of eighteen percent (18%) per annum from the time of payment of repayment, shall be repaid upon demand by the other Party.

46. No Agency Relationship.

Tenant and Landlord understand and agree that Tenant is not the agent or representative of Landlord and Landlord is not the agent or representative of Tenant.

47. Counterparts.

This Lease may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all of which shall together constitute one and the same instrument.

48. Attorneys' Fees.

Should either party hereto institute any action or proceeding in any court to enforce any provision hereof or for damages by reason of any alleged breach of any provision of this Lease or for a declaration of such Party's rights or obligations hereunder, or for any other judicial remedy, the prevailing Party shall be entitled to receive from the losing Party such amount as the court (sitting without a jury) may adjudge to be reasonable attorneys' fees for the services rendered to the Party finally prevailing in such action or proceeding, whether by appeal, bankruptcy or otherwise.

49. Representations and Warranties of Landlord.

Landlord hereby represents and warrants to Tenant that (i) upon the execution of this Lease by the Parties, this Lease will be binding upon Landlord and enforceable in accordance with its terms; (ii) Landlord has taken all appropriate action necessary duly and validly to authorize the execution hereof and the performance of Landlord's obligations hereunder; and (iii) the Building will comply as constructed with all applicable building and zoning codes (or any applicable variances thereof.)

50. Representations and Warranties of Tenant.

Tenant hereby represents and warrants to Landlord that (i) Tenant has taken all appropriate action necessary duly and validly to authorize the execution hereof and the performance of Tenant's obligations hereunder; and (ii) upon the execution of this Lease by the Parties, this Lease will be binding upon Tenant and enforceable in accordance with its terms.

51. Subordination; Nondisturbance; Attornment

This Lease shall be subordinate to the lien of any Mortgage now or hereafter placed against the Property, and to all renewals, modifications, amendments, consolidations, replacements and extensions thereof. Tenant shall execute such documents as may be required by Landlord to confirm such subordination or priority within ten (10) business days after request, provided that the Mortgagee relying on such subordination executes and delivers to Tenant a subordination, nondisturbance and attornment agreement ("SNDA"), so long as Tenant is not in default under this Lease beyond the applicable cure period, and no event has occurred which with the passage of time or the giving of notice or both would

constitute such a default. If this Lease is junior to any Mortgage, Landlord shall, prior to the execution of this Lease, provide Tenant with a fully executed SNDA or such other form as reasonably requested from the holder of the Mortgage as a condition to Tenant's proceeding under this Lease. This Lease shall be deemed prior to any Mortgage if the Mortgagee concerned gives written notice of such election to Tenant.

52. Non-Funding.

Tenant intends to request the appropriation of funds for the rental payments due under this Lease. If funds are not available beyond December 31 of any effective fiscal year of this Lease, Tenant's obligation for performance of this Lease beyond that date shall be null and void. This Lease shall create no obligation on Tenant as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. 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 Landlord, its successors, or its assigns as to this Lease or any portion thereof.

If funds are not appropriated for a succeeding fiscal year to fund performance by Tenant under this Lease, Tenant shall promptly notify Landlord of said non-funding and the termination of this Lease no later than 30 days prior to the expiration of the fiscal year for which funds were appropriated.

53. Appointment of law.

In the event Tenant is unable to operate its business as it customarily does, because of an action of any governmental agency, ruling, or law then Tenant shall have the right to cancel the lease with a 30 day written notice.

54. Addenda and/or Rider Provisions.

The provisions, if any, set forth in an Addenda and/or Rider attached to this Lease Agreement are an integral part of this Lease.

IN WITNESS WHEREOF, the Parties have made and executed this Lease as of the day and year first above written.

TENANT

LANDLORD

Salt Lake County

Boardwalk at Oak Park, LLC

By: _____

By: _____

Its: _____

Its: _____

APPROVED AS TO FORM
District Attorney's Office

By: R. Christopher Preston
Attorney

R. CHRISTOPHER PRESTON

Date: 4/14/17

EXHIBIT "A"

SITE

Oak Park Place – Building 3 | 8781 S Redwood Road West Jordan, UT 84088

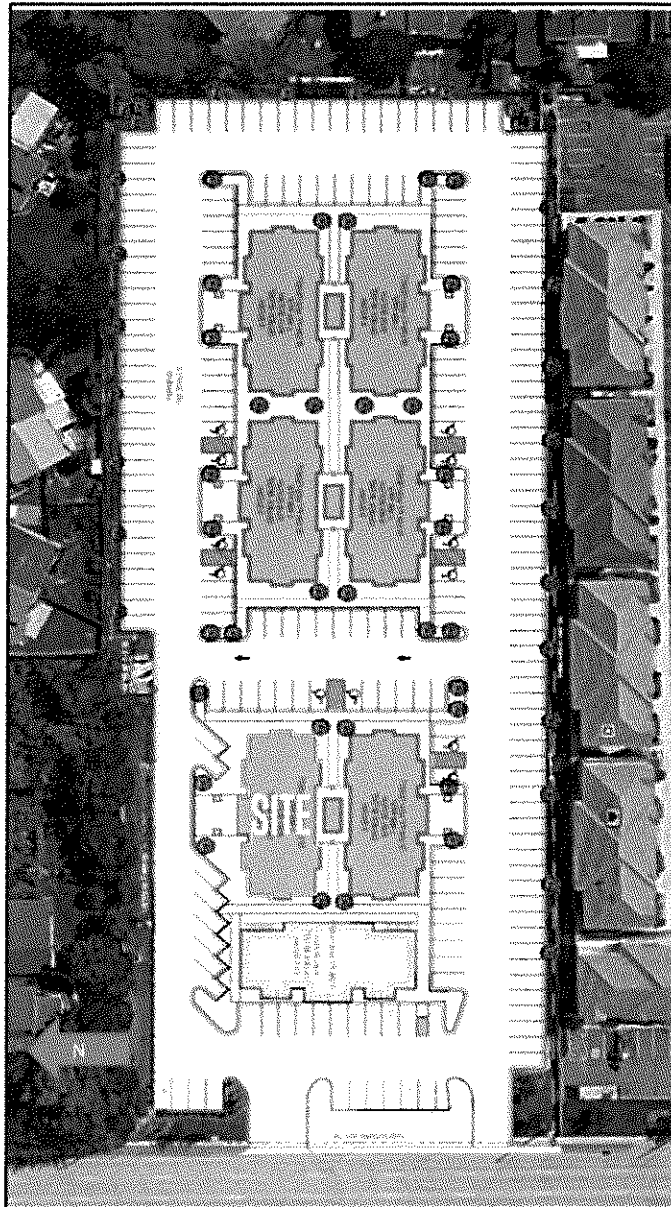


EXHIBIT "B"

RULES AND REGULATIONS

To the extent any of the following Rules and Regulations apply or could reasonably be construed to apply only to a "multi-tenant" building, such rules and regulations shall not apply so long as the Premises remains occupied only by Tenant.

1. No sign, placard, picture, advertisement, note or notice shall be inscribed displayed or printed or affixed on or to any part of the outside or (if a multi-tenant building) inside of the Building or any premises without the written consent of Landlord first-hand obtained and Landlord shall have the right to remove any such sign without notice to and at the expense of the responsible Tenant.

All approved signs or lettering on doors including signing or lettering on glass doors, shall be printed, painted, affixed, or inscribed at the expense of the respective tenant by a person approved by Landlord.

No tenant shall place anything or allow anything to be placed near the glass or any window, door, partition or wall which may appear unsightly from outside of any Premises.

2. Tenant identification may be added in the building lobby, at Tenant's sole cost and expense.

3. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by any of the tenants or used by them for any purpose other than for ingress to and egress from their respective premises. The halls, passages, exits entrances, elevators, stairways, balconies and roof are not for the use of the general public and the Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence in the judgment of the Landlord shall be prejudicial to the safety, character, reputation and interests of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom a tenant normally deals in the ordinary course of tenant's business unless such persons are engaged in illegal activities. No tenant and no employee or invites of any tenant shall go upon the roof of the Building, except to the extent necessary to install, maintain and repair any HVAC, satellite or other rooftop equipment.

4. No tenant shall alter any lock or install any new or additional locks or any bolts on any door in the Premises without providing a duplicate key to Landlord.

5. Toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or invites shall have caused it.

6. No tenant shall overload the structural bearing capacity of the floor of any premises, as determined by Landlord's engineer.

7. Landlord shall have the right to prescribe the weight, size, and position of all safes and other heavy equipment brought into the Building. Safes or other heavy objects shall, if considered necessary by Landlord, stand on wood strips of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of the responsible tenant. There shall not be used in any space, or in any public halls of the Building, either by any tenant or others, any hand trucks, except those equipped with rubber tires.

8. Tenants shall not use, keep or permit to be used or kept any noxious gas or substance in any Premises, or permit or suffer any Premises to be occupied or used in a manner offensive or objectionable to the Landlord or (if the Building becomes a multi-tenant building) other occupants of the Building by reason of noise, odors and/or vibrations or interfere in any way with other tenants or those having business therein, nor shall any animals (other than service animals, as defined under the Americans with Disabilities Act) or birds be brought in or kept in or about any of the Premises or the Building. No tenant shall make or permit to be made any unseemly or disturbing noises or disturb or interfere with the occupants of the neighboring buildings or (if the Building becomes a multi-tenant building) premises or those having business with them whether by the use of any musical instrument, radio, phonograph, unusual noise or in any other way. No tenant will throw anything out of doors or down passageways or over the railings.

9. Premises may not be used for manufacturing or for the storage of merchandise except as such storage may be incidental to use of the Premises for the Permitted Use. No tenant shall occupy or permit any portion of his premises to be occupied for the manufacture or sale of liquor, narcotics or tobacco in any form. The Premises shall not be used for lodging or sleeping or for any illegal purposes.

10. No tenant shall overload any electrical circuits of the Building.

11. Tenants shall not use or keep in the Premises or the Building any kerosene, gasoline or flammable or combustible fluid or material or use any method of heating or air conditioning other than that supplied by Landlord.

12. If the Building becomes a multi-tenant building, all keys of offices, rooms and toilet rooms shall be obtained from Landlord's Building Management's Office and tenants shall not from any other source duplicate, obtain keys or have keys made.

13. If the Building becomes a multi-tenant building, no furniture, large packages, supplies, equipment or merchandise will be received in the Building or carried up or down the elevators, except between such hours and in such elevators as shall be designated by Landlord.

14. Tenants shall see that the doors of their premises and if applicable the Building are closed and securely locked before leaving the Building.

15. Landlord reserves the right to exclude or expel from the Building any person who in the judgment of Landlord is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building

16. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from the Landlord.

17. Tenants agree to comply with all applicable fire and security regulations that may be issued from time to time by Landlord and each tenant also shall provide Landlord with the name of a designated responsible employee to represent that tenant in all matters pertaining to such fire or security regulations.

18. If the Building becomes a multi-tenant building, Landlord reserves the right by written notice to all tenants, to rescind, alter or waive any rule or regulation at any time prescribed for the Building and to add reasonable rules and regulations, when in Landlord's judgment, it is necessary, desirable or proper for the best interest of the Building and its tenants.

19. Tenants shall not disturb, solicit, or harass any occupants of the Project and shall cooperate to prevent same.

20. Landlord and Landlord's employees, agents or contractors may cause to be removed any automobile of any tenant or other party that may be parked wrongfully in a prohibited or reserved parking area, provided that such prohibited or reserved parking area is adequately marked with signs placed in reasonable locations.

EXHIBIT "C-1"

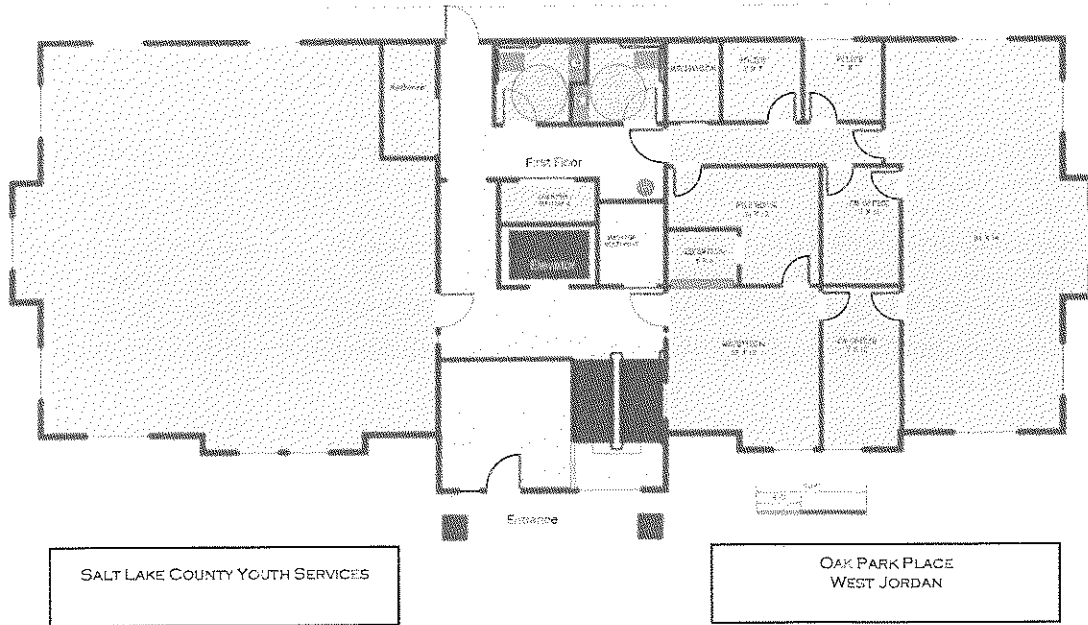
TENANT IMPROVEMENTS

Landlord will provide a turnkey build out per floor plans on Exhibit "C-2"

FLOORS PLANS

FLOORS PLANS

Q-1 JUVENILE RECEIVING CENTER
CONSTRUCTION PLANS



Q-2 DAY TREATMENT PROGRAM AND Q-3 OUTPATIENT CLINICAL
CONSTRUCTION PLANS

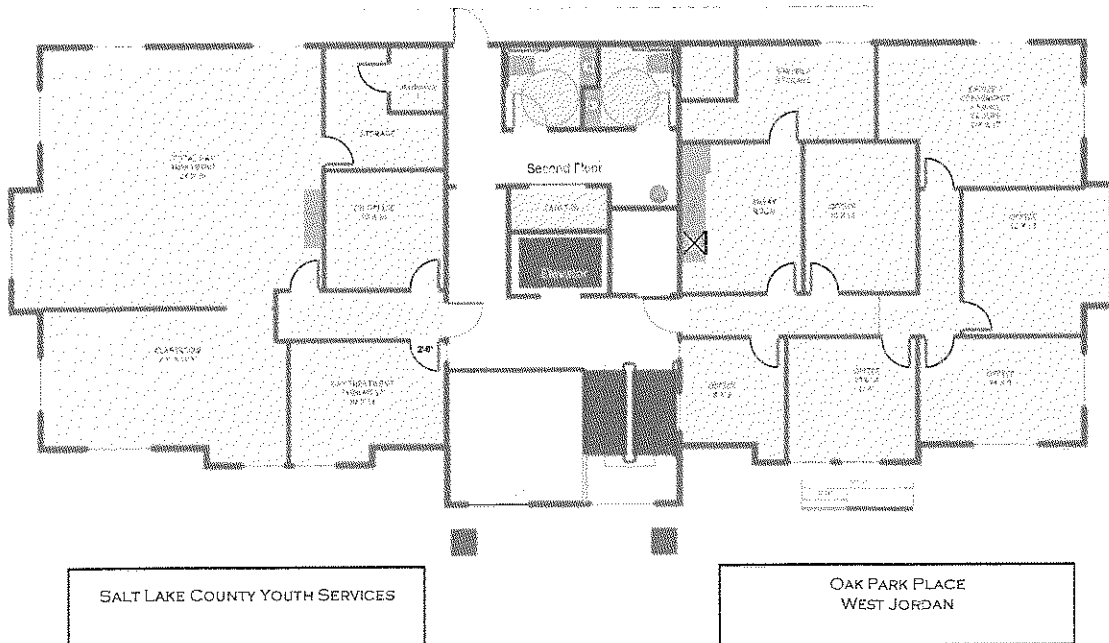


EXHIBIT "C-3"

BUILDING RENDERING/ELEVATION



EXHIBIT "D"

JANITORIAL SPECIFICATIONS

Restrooms

Daily:

- ☐ Clean and restock all paper and soap dispensers. Paper and soap furnished by Contractor.
- ☐ Clean mirrors and polish chrome.
- ☐ Spot clean walls, partitions, and doors.
- ☐ Empty all trash receptacles and wet clean trash containers if needed.
- ☐ Clean fixtures with a disinfectant cleaner.
- ☐ Mop floor with disinfectant.

Weekly:

- ☐ Dust Horizontal surfaces, mirrors partition and walls.
- ☐ Dust vents.
- ☐ Pour disinfectant down floor drains.

Monthly:

- ☐ Machine scrub and clean restroom floors.

Common Areas

Daily:

- ☐ Vacuum all carpets (including edges).
- ☐ Damp-mop all tile floors.
- ☐ Clean all glass entrances.
- ☐ Maintain janitorial storage areas in a neat and orderly manner.
- ☐ Dust horizontal surfaces to include; picture frames, woodwork, door jambs, window mullions, etc.
- ☐ Clean directory glass, drinking fountain and fire hose glass.
- ☐ Vacuum elevator cab(s).
- ☐ Detail elevator tracks.
- ☐ Clean walls in elevator cab(s).

Weekly:

- ☐ Spot clean walls, door surfaces, glass, woodwork, etc.
- ☐ Clean all air vents and signs.
- ☐ Clean kick plates and thresholds.
- ☐ Vacuum thoroughly main stairway off lobby.
- ☐ Detail elevator cab(s).

Monthly:

- ☐ Buff floors.
- ☐ Vacuum clean main lobby, hallway and elevator carpets. Spot clean as needed.

Closing Instructions:

- ☐ Clean janitor's closet.
- ☐ Turn off designated lights.
- ☐ Lock designated doors and windows.
- ☐ Set all security alarms.