

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this ___ day of January, 2022, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereafter referred to as "LESSOR," and Fullmer Legacy Foundation, a Utah nonprofit corporation, hereafter jointly referred to as "LESSEE." LESSOR and LESSEE are sometimes jointly referred to hereinafter as the "Parties" and individually as "Party."

RECITALS:

A. LESSOR owns certain improved real property located at approximately 11059 South 2200 West, South Jordan, Utah (the "Property"). A portion of the Property is occupied by a building approximately 3,800 square feet in size (the "Building") and a designated parking area adjacent to the Building. A map depicting the location of the Building and associated parking area is attached hereto as Exhibit A.

B. LESSEE desires to lease the Building from LESSOR.

C. LESSOR is willing to lease the Building to LESSEE, including designated parking on the Property (the "Leased Premises") (See Exhibit A), for a limited time on the terms and conditions hereinafter set forth.

D. The Parties desire to enter into this Lease to describe and delineate the scope of their mutual cooperation as to the matters addressed herein.

AGREEMENT:

NOW THEREFORE, in consideration of the payments to be made hereunder, and the mutual promises, covenants and conditions hereinafter set forth to be kept and performed, the Parties hereby agree as follows:

1. GRANT OF LEASE.

LESSOR hereby leases to LESSEE the Leased Premises located on Parcel No. 27-15-351-003 located at approximately 11059 South 2200 West, South Jordan, Utah, for a boxing training facility and related practice and administrative facilities.

2. TERM OF LEASE.

The term of this Lease shall commence on December 1, 2021 and shall terminate on December 31, 2025. If the Lease is signed subsequent to December 1, 2021, it shall have a retroactive effect to that date.

LESSEE'S INITIALS _____

3. RENT.

- A. LESSEE shall pay to LESSOR as rent the following: One Dollar (\$1.00) per year to lease the Leased Premises payable in advance on the first day of each month. All rent shall be paid without deduction or offset, prior notice or demand, except as otherwise provided by this Lease, and at such place or places as may be designated from time to time by LESSOR by written notice to LESSEE.

In the event any rent installment is not paid within ten (10) days of the due date, a late charge of five percent (5%) of the then delinquent installment of rent shall be paid by LESSEE to LESSOR. All rent shall be paid to the address for "Salt Lake County Real Estate Division" set forth in Section 23 or pursuant to such other directions as LESSOR shall designate in this Lease or otherwise in writing.

Receipt and acceptance by LESSOR of any rent and any other charge with knowledge of LESSEE's default in any covenant or condition of this Lease shall not be deemed a waiver of such default.

- B. LESSEE shall maintain a presence in the Building and shall manage and take care of the Leased Premises, including the area used for parking by keeping it clean and clear of trash or garbage and monitoring its use.

4. SURRENDER OF LEASED PREMISES AT TERMINATION.

At the expiration of the Term or upon any surrender of the Leased Premises according to the terms and conditions herein, LESSEE will yield the Leased Premises to LESSOR in as good order and condition as when entered upon by LESSEE, subject to reasonable use and wear.

5. MAINTENANCE AND UTILITIES.

- A. LESSOR's Maintenance and Repair Obligations. **LESSOR shall NOT be responsible for ANY capital maintenance and repair costs associated with the Leased Premises.**

- B. LESSEE's Maintenance and Repair Obligations. LESSEE shall, at all times throughout the Lease Term, pay for any and all labor, materials and other costs relating to repair, maintenance of the Building's roof, foundation, footings, walls, structural components, electrical wiring, plumbing, air conditioning, and heating system. LESSEE shall also maintain the landscaped and other outside areas of the Leased Premises in a good, attractive condition, including without limitation, cutting and watering lawns, trimming and watering shrubs, removing weeds from all parking areas, fertilizing lawns, shrubs and growing areas, weeding all growing areas and removing snow from all sidewalks and drive areas within and immediately outside of the Leased Premises. **LESSEE shall be solely responsible for all utilities.** Utility services shall include, but are not limited to, expenses and charges for heat, light, telephone, internet, cable/satellite television.

LESSOR shall not be liable for any failure or interruption of any such utility services, and no such failure or interruption shall entitle LESSEE to be relieved of its obligations under this Lease. If at any time LESSEE fails to pay any of such utilities in accordance with the provisions of this Paragraph 5.B, LESSOR shall have the right to pay the same and LESSEE shall promptly pay such amount(s), together with interest thereon at the rate of six percent (6%) per annum, to LESSOR as additional rent hereunder.

6. RIGHT TO LEASE PROPERTY.

LESSOR hereby warrants that it has the legal right to lease the Leased Premises.

7. SUBLETTING OR ASSIGNMENT.

LESSEE will not sublet the Leased Premises or any portion thereof or assign this Lease.

8. QUIET ENJOYMENT OF PROPERTY.

LESSOR covenants with LESSEE that upon fully complying with and properly performing all of the terms, conditions, and covenants hereof to be performed by LESSEE, LESSEE shall have the use of the Leased Premises for the lease term set forth herein unless terminated as provided in Paragraph 21 herein.

9. CONDEMNATION.

If the whole of the Leased Premises shall be taken by any public or governmental authority under the power of eminent domain, then the term of this Lease shall cease as of the date possession is taken by such authority and the lease payments required hereunder shall be paid through the date of possession and not thereafter. If only a part of the Leased Premises shall be taken and the remainder not so taken remains tenantable for the purposes for which LESSEE has been using the Leased Premises, then this lease shall continue in full force and effect as to said remainder and all of the provisions hereof shall continue. If the remaining Leased Premises are untenable for LESSEE's purposes, then LESSEE may terminate this lease by giving written notice to LESSOR. The term "*eminent domain*" as used in this paragraph shall include the exercise of any similar governmental power and any purchase or other acquisition in lieu thereof by a governmental entity. LESSOR reserves all rights to compensation for damages to the Leased Premises, the building, the land and the leasehold accruing by reason of the exercise of eminent domain.

10. DAMAGE BY FIRE AND OTHER CASUALTY.

In the event that the Leased Premises should be substantially damaged or destroyed by fire or other casualty, then, and in such event, the Lease will immediately terminate and LESSOR will take immediate possession of the property.

LESSEE hereby waives all causes and rights of recovery against LESSOR or its respective agents, officers and employees for any loss sustained to the Leased Premises or personal property brought and kept therein regardless of cause or origin.

11. USE OF PROPERTY.

The Building on the Leased Premises shall be used by the LESSEE only for the purposes identified in this Lease, namely, for a boxing training facility and related practice and administrative facilities.

12. COMPLIANCE WITH LAWS.

LESSEE shall at all times comply with all state, federal, and municipal laws, ordinances, and regulations affecting or pertaining to the use or occupation of said Leased Premises. LESSEE shall not commit or suffer to be committed any waste upon the Leased Premises or any nuisance or other act or thing which may disturb adjoining landowners or which may violate any law.

13. HAZARDOUS SUBSTANCES/WASTES.

LESSEE shall maintain the Leased Premises in conformance with all applicable federal, state and local laws, rules and regulations, including but not limited to all environmental and public health related laws, rules and regulations. LESSEE shall not store, use, manufacture or bring on or about the Leased Premises any toxic material, hazardous waste, regulated by any city, county, state or federal government authority as well as agricultural waste, solid waste, pollutants or sewage. In the event any hazardous waste is discovered on the Leased Premises which is a result of any act by LESSEE or LESSEE's agents or invitees, LESSEE shall remove the hazardous or toxic waste at its own cost and expense in accordance with federal and state laws and regulations. LESSEE shall be solely responsible for and shall defend, indemnify, and hold LESSOR harmless from and against all claims, actions; proceedings, costs, liabilities, attorney's fees and judgments resulting from LESSEE's failure to comply with the provisions of this paragraph. LESSEE's obligation under this provision shall survive the termination or expiration of this Lease.

14. INDEMNIFICATION; LIABILITY OF LESSOR; GOVERNMENTAL IMMUNITY.

- A. LESSEE agrees to indemnify LESSOR, its officers, agents, and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, acts or omissions by LESSEE, its agents, representatives, officers, employees or subcontractors.
- B. LESSEE shall indemnify and hold LESSOR, its officers, agents, and employees free and harmless as to any damage, loss, or liability resulting from LESSEE's acts or omissions to act arising out of LESSEE's use of the Leased Premises and shall promptly remove dangerous conditions either known or which should be reasonably known by LESSEE, which conditions occur on the Leased Premises during the term of this Lease.
- C. Liability of LESSOR. During the Term: (a) LESSEE is and shall be in exclusive control and possession of the Leased Premises; and (b) LESSOR shall not be liable for any injury or damage to any property (of LESSEE or any other Person) or to any person occurring on

or about the Leased Premises. LESSOR's right to enter, as explained in this Lease, shall not impose upon LESSOR any liability to third parties.

D. LESSOR is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Immunity Act"), Utah Code Ann. §§ 63G-7-101 to -904 (2018). The Parties agree that LESSOR shall only be liable within the parameters of the Immunity Act. Nothing contained in this Lease shall be construed in any way, to modify the limits of liability set forth in the Immunity Act or the basis for liability as established in the Immunity Act.

15. INSURANCE.

By March 1, 2022, and at all times thereafter during the term of the Lease and any extension hereof, LESSEE shall, at its own cost and expense, procure and continue in force workers' compensation insurance, bodily injury liability insurance, and property damage liability insurance adequate to protect LESSOR against liability for injury to or death of any person in connection with the construction of improvements on the Leased Premises or with the use, operation, or condition of the Leased Premises. The policies shall name LESSOR as an additional insured. The general liability insurance at all times shall be in an amount of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) aggregate, insuring against any and all liability of the insured with respect to the demised Leased Premises or arising out of the maintenance, use or occupancy thereof. All such bodily injury liability insurance and property damage liability insurance shall specifically insure the performance by LESSEE of its indemnity obligations hereunder. **All property kept or stored on the Leased Premises by LESSEE or with LESSEE's permission shall be done at LESSEE's sole risk.** LESSEE shall indemnify LESSOR against and hold it harmless from any claims arising out of loss or damage to the same.

16. CONDITION OF LEASED PREMISES.

LESSEE agrees to accept the Leased Premises, including the Building and parking area "as is" at the commencement of this Lease. LESSEE has examined the Leased Premises and is satisfied with the physical condition, and taking possession is conclusive evidence of receipt of them in good order and repair. LESSEE acknowledges that LESSOR has made no representation or warranty related to the fitness of the Leased Premises for any particular purpose (including without limitation the current use thereof) or the compliance of the Leased Premises with any federal, state or local laws (including, without limitation, any environmental laws or any zoning codes). Upon the expiration or termination of the Lease, LESSEE shall return the Leased Premises to LESSOR in as good a condition as when received, reasonable wear and tear excepted.

17. WAIVER.

It is agreed that the waiving of any of the covenants of this Lease by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision herein contained.

18. SUCCESSORS AND ASSIGNS.

The covenants and agreements contained in this Lease shall apply to, inure to the benefit of, and be binding upon the Parties, their heirs, distributees, executors, administrators, legal representatives, assigns and upon their respective successors in interest, except as otherwise expressly herein provided.

19. ENTRY AND INSPECTION.

LESSEE hereby grants a continuing right of access to the Leased Premises or any part hereof to LESSOR and its employees, agents, and representatives. Said access shall be afforded at all reasonable times for the purpose of inspecting the Leased Premises, for necessary repairs and maintenance, for enforcement of the provisions hereof or for any other necessary or reasonable purpose of LESSOR.

20. IMPROVEMENTS.

No alterations, additions, or improvements, may be made by LESSEE to the Leased Premises without first obtaining prior written approval of LESSOR, which approval will not be unreasonably withheld. The ownership of any and all improvements and repairs which the LESSEE shall make or install in or on the Leased Premises shall remain with LESSOR at the expiration of this Lease or any renewal or extension.

21. TERMINATION.

LESSEE may terminate this Lease in advance of its expiration date upon giving the other party at least thirty (30) days written notice of the date of such termination. Upon such termination LESSEE agrees to vacate the Leased Premises on the termination date and return possession thereof to LESSOR in as good a condition as when received, reasonable wear and tear excepted.

22. DEFAULT.

- A. Failure of Performance. In the event lease payments are not paid on time or the Leased Premises is not maintained or is used or permitted to be used contrary to the provisions of this Lease, or if LESSEE is in default of any other provisions of this Lease, LESSOR may, without notice, re-enter and take possession and re-let the Leased Premises holding LESSEE liable for all damages, costs and expenses relating thereto. Alternatively, LESSOR may immediately terminate this Lease without liability and hold LESSEE liable for any damage, costs and expenses, which may arise from said termination.
- B. Liens: LESSEE agrees to immediately notify LESSOR of any notice of lien, claim, or demand made upon it with regard to the Leased Premises. Mechanics' liens or other claims that affect or may affect LESSOR's title which are caused by acts or omissions of the LESSEE and that are not removed or corrected, or are not corrected as soon as reasonably practicable more than thirty (30) days after notice of said lien or claim is given, shall constitute a default and shall entitle LESSOR to terminate this Lease upon

ten (10) days notice in writing.

23. NOTICES.

Whenever any notice, approval, consent, request or election is given or made pursuant to this lease, it shall be in writing sent by certified mail, return receipt requested; registered mail; electronic mail, or it shall be delivered personally. Said notices and payments shall utilize the following addresses for LESSOR and LESSEE or such addresses as may be specified in writing by the parties from time to time.

LESSEE: Fullmer Legacy Foundation
360 N Culter Dr
North Salt Lake, UT 84054
Attn: John C. Heath
Email: _____

With a copy to:

Fullmer Legacy Foundation
198 N. Main
Logan, UT 84321
Attn: David Butterfield

LESSOR: Salt Lake County Real Estate Division
2001 South State Street, Room S3-110
Salt Lake City, Utah 84114-4575
Email: lobryan@slco.org

And

Salt Lake County Parks and Recreation
2001 South State Street, S4-700
Salt Lake City, UT 84190
Attn: Parks and Recreation Division Director

24. ETHICAL STANDARDS.

LESSEE represents that it has not: (a) provided an illegal gift to any state of Utah or County officer or employee, or former state of Utah or County officer or employee, or to any relative or business entity of any state of Utah or County officer or employee, or relative or business entity of a former state of Utah or County officer or employee; (b) retained any person to solicit or secure this contract 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 Code of Ordinances § 2.07 (2010); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any state of Utah or County officer or employee or former state of Utah or County officer or employee to breach any of the ethical standards set forth

in State statute or Salt Lake County ordinances.

25. CAMPAIGN CONTRIBUTIONS.

The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by contractors to County candidates. Salt Lake County Code of Ordinances § 2.72A (2010). LESSEE acknowledges and understands those limitations on campaign contributions mean 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 in excess of \$100 to County candidates during the term of the contract and during a single election cycle as defined in the ordinance. LESSEE further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Lease.

26. LEASE CONSTRUCTION.

This Lease shall be construed pursuant to the laws of the State of Utah.

IN WITNESS WHEREOF, the Parties have subscribed their names hereon and have caused this lease to be duly executed as of the date first set forth above.

LESSOR:
SALT LAKE COUNTY

By _____
Mayor or Designee

APPROVED BY:
Salt Lake County Real Estate Division

By _____
Derrick Sorensen
Real Estate Manager

APPROVED AS TO FORM:

R. Christopher Preston
Deputy District Attorney

LESSEE:
FULLMER LEGACY FOUNDATION,
a Utah nonprofit corporation,

By: _____
its President

Exhibit A

Map Depicting Building and Associated Parking Area

