MASTER LEASE AGREEMENT

THIS MASTER LEASE AGREEMENT (the "**Lease Agreement**") made and entered into this ___ day of October, 2018 (the "**Effective Date**") by and between COMMUNITY FOR CHILDREN'S JUSTICE, a Utah Nonprofit Corporation and qualified 501(c)(3) non-profit charitable organization, doing business as FRIENDS OF THE SUMMIT COUNTY CHILDREN'S JUSTICE CENTER (the "**LESSOR**"), P.O. Box 683564, Park City, Utah 84068, and SUMMIT COUNTY, a body corporate and politic of the State of Utah (the "**LESSEE**"), 60 N. Main Street, Coalville, Utah 84017. The Lessor and Lessee each is a "**Party**" and collectively they are referred to as the "**Parties**".

WITNESSETH:

WHEREAS, in accordance with UCA Title 77, Chapter 37, the LESSEE has established a Summit County Children's Justice Center; and,

WHEREAS, the LESSOR is a non-profit corporation whose mission is to support the Summit County Children's Justice Center by "strengthening the overall support system with a fully equipped campus for child abuse victims and their families;" and,

WHEREAS, the LESSOR is the owner of certain real property in Summit County, Utah, to wit: Summit County Tax Identification No. SS-48-1-B-1; and,

WHEREAS, in furtherance of its mission, the LESSOR desires to lease said real property to the LESSEE for the provision of a Summit County Children's Justice Center; and,

WHEREAS, the Parties desire to enter this Lease Agreement defining the rights, duties, and liabilities related to said real property;

NOW, THEREFORE, to these ends and in consideration of the terms and conditions of this Lease Agreement, as well as the mutual benefits to be derived from this Lease Agreement, the LESSOR and LESSEE hereby agree as follows:

SECTION 1. LEASED PREMISES

1.1. LESSOR does hereby lease and rent unto LESSEE, and LESSEE does hereby take as tenant under LESSOR, that certain real property consisting of buildings, except as to portions of the buildings as are leased under a separate Storage Lease Agreement, and real property (hereinafter referred to as the "**Property**") located at 5870 Silver Summit Parkway, Park City, Utah 84098, and which is more particularly described as follows:

A parcel of land located in the SW1/4 of sec 22 T1SR4E SLBM particularly desc as follows: comm at the SW cor of sec 22 T1SR4E SLBM; th along the S line of sd sec 22 S 89*41'50" E 1270.58 ft; th N 0*00'00" E 1127.31 ft to the pt of beg sd pt also being on the n'ly line of a tract desc by the warranty deed recorded in bk 1078 pg 95-96 of the summit county records; th with the line of sd tract N 53*44'10" W 440.00 ft to the E r/w line of Silver Summit Parkway; th with sd r/w line along a cur to the left having a rad of 3060.84 ft through a central angle of 2*46'56", a distance of 148.63 ft sd cur having a chord of N 34*52'18" E 148.61 ft to the w'ly r/w line of US Hwy 40; th with sd r/w line with the four following bearings & distances; th S 54*30'35" E 40.10 ft; th N 46*15'59" E 143.87 ft; th S 45*04'27" E 173.79 ft; th S 51*23'21" E 206.89 ft; th leaving sd r/w line S 36*15'50" W 256.15 ft to the pt of beg & cont.

Summit County Tax Identification No. SS-48-1-B-1; approximately 2.59 acres

1.2 LESSOR and LESSEE agree to work together to mutually agree upon the design, layout and buildout of the Property for a Summit County Children's Justice Center.

1.3 LESSOR, under a separate Storage Lease Agreement, is leasing a portion of the buildings to Summit County for storage that is not related to the Summit County Children's Justice Center.

SECTION 2. <u>TERM OF LEASE</u>

2.1 This Lease Agreement shall be for a period of twenty five (25) lease years commencing on the first day of the month following the Certificate of Occupancy and executed pursuant to Section 7 of this Lease Agreement, and expiring twenty five (25) years from issuance of the Certificate of Occupancy. If the option to renew is not exercised by LESSEE pursuant to the provisions of Section 3 of this Lease Agreement, and LESSEE remains in possession of the Property after the expiration of the term hereof without objection by LESSOR, such occupancy shall be a tenancy from month-to-month at a rental in the amount of the last monthly rent that applied hereunder, plus all other charges payable hereunder, and upon all other terms hereof, insofar as the same are applicable to a month-to-month tenancy. Such month-to-month tenancy shall continue until terminated by either Party by giving thirty (30) days advance written notice to the other Party.

2.2 The term "lease year" as used herein shall mean the twelve (12) month period which coincides with LESSEE'S fiscal year, from the first day of January in each calendar year to the last day of December in the following calendar year, and shall include twelve "lease months." The term "partial lease year" shall refer to the period between the

commencement of the term hereof if the same commences on a date other than the first day of a month and the commencement of the first lease year.

SECTION 3. OPTION TO RENEW

3.1. LESSOR covenants with LESSEE that LESSOR shall, at LESSEE'S option, again grant and lease to LESSEE at the expiration of the lease term, the premises pursuant to the provisions of this Lease Agreement for and during the term of twenty five (25) years thereafter, and on the same terms and conditions as contained herein.

3.2 Unless LESSEE shall have given LESSOR not fewer than ninety (90) days written notice of its intention not to renew or extend this Lease Agreement at its expiration, LESSEE shall be deemed to have elected to exercise its option to extend or renew from term to term, without notice to LESSOR.

SECTION 4. CONSIDERATION

4.1 In consideration of granting this Lease Agreement, the sum of the annual base rental payable by LESSEE to LESSOR shall be a rental rate of $1.00. Payments shall begin upon issuance of a certificate of occupancy for the Property. LESSOR agrees that LESSEE may pre-pay its annual base rent for the entire twenty five (25) year Term set forth in Section 2.1 of this Lease Agreement.

4.2 In addition to the annual base rent set forth in Section 4.1 above, LESSEE shall pay Operation and Maintenance Costs ("O&M Costs"), which shall include routine maintenance of mechanical and electrical systems, snow removal, maintenance and upkeep of landscaping and parking lots, janitorial and utilities (electricity, water, sewer/septic system, heating, and air conditioning).

4.3 LESSOR shall be responsible for the costs of the renovation and any future major repairs to the Property not covered by insurance proceeds, including but not limited to: (a) all roof and structural repairs, wind damage, and glass breakage; and (b) providing full service repair to heating, air conditioning, and plumbing equipment. LESSOR agrees that all repairs will be made in competent and a timely fashion.

SECTION 5. REPRESENTATIONS

5.1 LESSOR represents that it is the lawful owner of the Property and that LESSOR has the right to lease the same as herein provided herein and does hereby guarantee quiet and peaceable enjoyment of the Property to LESSEE.

SECTION 6. ALTERATIONS

6.1 The LESSEE reserves the right to make alterations to the interior of the Property and the floor plans of the buildings in order to accommodate the erection or relocation of walls or partitions, installation of computer and communication systems, and other issues related to the functional use of the leased space. Such alterations shall require the advanced consent of LESSOR, which consent shall not be unreasonably withheld.

SECTION 7. DELIVERY OF POSSESSION

7.1 LESSOR agrees that the Property shall be delivered ready for occupancy. Being "ready for occupancy" includes, but is not limited to, being in a neat, clean condition and being properly finished (as mutually agreed upon by the Parties), newly painted, weather-tight, moisture proof, adequately insulated and with all mechanical/electrical systems, equipment and fixtures in good operating condition. LESSEE acknowledges that all moveable furniture and equipment are the responsibility of LESSEE and shall not be considered fixtures to the premises.

7.2. The date on which the Property is available for occupancy shall be evidenced by a Certificate of Occupancy signed by LESSOR and LESSEE, setting forth such data and certifying that the Property is in full compliance with the specifications and all building codes applicable thereto. Such certificate shall be delivered by the LESSOR to LESSEE. "Delivery of possession" shall be deemed to occur on the date LESSEE receives a Certificate of Occupancy. If LESSOR shall permit LESSEE to enter into possession of the Property before the commencement date, such possession shall be subject to the provisions of this Lease Agreement, including without limitation, the payment of base rent and O&M Costs.

SECTION 8. TAXES AND INSURANCE

8.1. LESSOR shall pay all real property taxes, personal property taxes, and all other taxes assessed against the Property.

8.2 LESSEE agrees to keep the Property, including any buildings, associated improvements, trade fixtures or personal property thereon, fully insured to protect the same from loss or damage by fire, causality, vandalism and malicious mischief at all times during the term of this Lease Agreement. All costs of such insurance shall be borne by the LESSEE.

SECTION 9. USE OF PROPERTY

9.1 LESSEE shall use and occupy the Property for the operation of the Summit County Children’s Justice Center. LESSEE shall not at any time use or occupy or permit the

Property to be used or occupied in any manner inconsistent with said use or which would in any way violate any Certificate of Occupancy issued for the buildings or improvements, and shall not use or permit the Property to be used or occupied in whole or in part in a manner which may violate the laws, orders, ordinances, rules, regulations, or requirements of any department of federal, state or local governments.

9.2 LESSEE shall have the express right to use the Property for temporary storage so long as such does not substantively interfere with the operation and mission of the Summit County Children's Justice Center. Except for storage of items used by the Summit County Children's Justice Center, storage for other uses shall be allowed under a separate Storage Lease Agreement which may have terms and conditions that are different than the terms and conditions in this Lease Agreement.

9.3 LESSEE agrees to permit LESSOR and any authorized representative of LESSOR to enter the Property with reasonable prior notice to LESSEE to fulfill any of LESSOR'S obligations under this Lease Agreement, or to make any major repairs deemed necessary by LESSOR. LESSOR shall not in any event be liable for inconvenience, annoyance, or any other disturbance to LESSEE caused by the performance of any such work, provided it be as little as may be reasonably possible under the circumstances.

9.4 LESSEE shall have the right to deny LESSOR'S employees, agents, and/or LESSOR'S contractors employees or agents, access to any part of or all of the Property if, in the sole judgement of LESSEE, such person(s) shall constitute a threat to any of LESSEE'S legitimate security or confidentiality interests. Such restriction shall not be done without prior consultation with LESSOR.

9.5 It is understood and agreed that LESSOR has no control or interest in any manner over the activities contemplated by the LESSEE pursuant to the provisions of this Lease Agreement, and LESSOR shall not be involved therein in any manner, other than the right to receive the consideration herein reserved and the right to the return of the Property as herein provided.

9.6 LESSEE is prohibited from assigning or subleasing any portion of the Property without the express written consent of LESSOR.

SECTION 10. QUIET ENJOYMENT

10.1 LESSOR agrees that subject to the terms, covenants and provisions of this Lease Agreement, LESSEE shall be entitled to the quiet enjoyment of the Property.

SECTION 11. DAMAGE OR DESTRUCTION OF PROPERTY

11.1 In the event the Property, including any buildings or associated improvements,

shall be damaged or destroyed by fire or by any other means and are thereby made totally untenable at any time during the term of this Lease Agreement, LESSEE shall have the option to terminate the Lease Agreement within thirty (30) days of the date of such damage or destruction.

11.2 If the Property, including any buildings or associated improvements, are only partially destroyed or damaged, this Lease Agreement shall continue in full force and effect for the remainder of the lease term and repairs shall be completed by LESSOR within ninety (90) days from the date of such destruction or damage, or such other mutually agreeable time period as the Parties may agree. However, should damage or destruction occur to a portion of the Property which contains an indispensable function of the Summit County Children's Justice Center and if LESSEE, thereby, cannot function at all in the facility, LESSEE shall have the option to terminate the Lease Agreement within thirty (30) days of the date of such damage or destruction.

SECTION 12. TERMINATION & SURRENDER OF LEASED PREMISES

12.1 LESSOR agrees that LESSEE may terminate this Lease Agreement upon six (6) months prior written notice.

12.2 LESSEE agrees to quit and surrender peaceable possession of the Property to LESSOR when this Lease Agreement is terminated. LESSEE agrees to leave the Property in as good a state of repair and sanitary condition as when received, reasonable wear and tear and by the elements or by fire excepted.

SECTION 13. DEFAULT

13.1 A default under this Lease Agreement occurs when the LESSOR or LESSEE fails to comply with any term, provision, or covenant of this Lease Agreement and either: such default is not cured within fifteen (15) days after written notice thereof is received by the defaulting Party; or if such event of default is not reasonably curable within fifteen (15) days using due diligence and when the defaulting Party shall fail to commence the pursuit of such cure within said fifteen (15) day period and continue to diligently pursue such cure to completion thereafter.

SECTION 14. REMEDIES

14.1 In the event the default is not cured, or such cure is not commenced and pursued in accordance with Section 13 herein, the non-defaulting Party shall have the right, at its election, to terminate this Lease Agreement by delivering written notice to the defaulting Party and/or pursue any or all available legal and equitable remedies against the defaulting Party. However, in the event of default by LESSOR, LESSEE may perform whatever LESSOR is obligated to do by the provisions of this Lease Agreement. LESSOR agrees

to reimburse LESSEE immediately upon demand for any expenses which LESSEE may incur in performing on behalf of LESSOR. LESSOR agrees that LESSEE shall not be liable for any damages to LESSOR from such action unless caused by the negligence of LESSEE.

SECTION 15. MANNER OF GIVING NOTICE

15.1 Any notice to be given by either Party to the other pursuant to the provisions of this Lease Agreement or of any laws, present or future, shall be in writing and delivered personally to the Party to whom notice is to be given, or by certified mail, return receipt requested, addressed to the Party for whom it is intended at the address stated below or such other address as may be designated in writing by either Party. Notice shall be deemed to have been duly given, if delivered personally, upon receipt thereof, and if mailed, upon the third day after mailing thereof.

If to LESSEE:	**If to LESSOR:**
Summit County Manager 60 N. Main St. P.O. Box 128 Coalville, Utah 84017	Community for Children's Justice P.O. Box 683564 Park City, Utah 84068

SECTION 16. LESSOR'S COMPLIANCE WITH CODES AND ADAAG GUIDELINES

16.1 LESSOR certifies that to the best of its knowledge all space leased, space above suspended ceilings in the lease space, air engineering spaces in the same ventilation zone as the leased space, public spaces and common use space are, at the time of acceptance, asbestos free. However, should any asbestos containing material be detected during the term hereof, LESSOR shall, at LESSOR'S sole cost and expense, remove and dispose of any such asbestos containing material in accordance with EPA requirements. LESSOR shall establish an appropriate operation and management program procedure for such removal and disposal to ensure the maintenance of an asbestos-free environment. In the event such work to be performed by LESSOR creates a need for LESSEE to be relocated in order to maintain the Summit County Children's Justice Center, LESSOR shall be liable for LESSEE'S reasonable relocation costs.

16.2 LESSOR does hereby certify that, on the day of acceptance of the Property by LESSEE, the Property shall comply with all applicable state, local or nationally recognized building practices, standards, codes and regulations (latest edition). If the Property does not comply with any such code, regulation, and/or the Americans with Disabilities Act Accessibility Guidelines (ADAAG) found in Federal Register III, Appendix "A," LESSOR will be notified in writing of the corrections needed. Should any

code violations or any violation of the American with Disabilities Act Accessibility Guidelines be reported to LESSOR by any appropriate authority, LESSOR shall be responsible to remedy such violations at its own cost and expense.

SECTION 17. ESTOPPEL CERTIFICATE

17.1 LESSEE agrees, upon receiving a written request, that it will in good faith consider executing a written instrument certifying that this Lease Agreement is unmodified and in full force and effect, or if there has been any modification, that the said Lease Agreement is in full force and effect as modified, and stating any and all such modifications; and specifying the dates to which the rental and other charges provided herein have been paid.

SECTION 18. SUBORDINATION

18.1 Within thirty (30) days after receipt of written request from LESSOR, LESSEE agrees it will in good faith consider any instrument which may be deemed necessary or desirable by LESSOR to effect the subordination of this Lease Agreement to any mortgage or deed of trust; provided, however, that so long as LESSEE is not in default hereunder, the Lease Agreement shall remain in full force and effect.

SECTION 19. FORCE MAJEURE

19.1 If either Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor disputes, inability to procure materials, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of such delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section shall excuse LESSEE from the payment of any base rental and O&M Costs required of LESSEE hereunder except as expressly provided elsewhere in this Lease Agreement.

SECTION 20. SEVERABILITY

20.1 Each and every covenant and agreement contained in this Lease Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Lease Agreement or the application thereof to any person or circumstances shall to any extent be deemed invalid or unenforceable, the remainder of this Lease Agreement shall not be affected.

SECTION 21. INDEMNIFICATION

21.1 LESSOR agrees to indemnify and hold the LESSEE harmless from any claim or

damages for injuries, including costs and reasonable attorney fees, resulting from the actions of LESSOR, its agents, employees, members, officers, and invitees, on the Property or any actions of its contractors, employees or agents in installing any improvements thereon.

21.2 LESSEE agrees to indemnify and hold LESSOR harmless from any claim or damages for injuries, including costs and reasonable attorney fees, resulting from the use by LESSEE, its agents, employees, members, officers, and invitees, of the Property or any actions of its contractors, employees or agents in installing any improvements thereon.

SECTION 22. WAIVER

22.1 No failure of a Party to exercise any power given to it under this Lease Agreement, or to insist upon strict compliance by the other Party with respect to any obligation, responsibility, or condition under it, and no custom or practice of the Parties at variance with its terms shall constitute a waiver of either Party's right to demand exact compliance with those terms upon any subsequent default.

SECTION 23. MARGINAL CAPTIONS

23.1 The various headings and numbers herein and the grouping of the provisions of this Lease Agreement into separate sections and paragraphs are for the purpose of convenience only and shall not be considered a part hereof.

SECTION 24. GOVERNING LAW

24.1 This Lease Agreement shall be governed and construed in accordance with the laws of the State of Utah, without giving effect to the choice of law provisions hereof.

SECTION 25. DISSOLUTION OF LESSOR

25.1 Notwithstanding anything to the contrary contained in this Lease Agreement, LESSOR and LESSEE acknowledge, agree and covenant that in the event of dissolution of LESSOR and its non-profit 501(c)(3) status, LESSOR shall do the following:

25.1.1 File a plan of dissolution with the Utah Department of Commerce.

25.1.2 Transfer the Property and assign this Lease Agreement:

25.1.2.1 to another qualified 501(c)(3) nonprofit corporation whose articles of incorporation are consistent with the LESSOR’s mission to support Children’s Justice Centers; or

25.1.2.2 to LESSEE to be used in perpetuity as a Children's Justice Center.

SECTION 26. ENTIRE AGREEMENT

26.1 This Lease Agreement sets forth all of the covenants, promises, agreements, conditions and understanding between LESSOR and LESSEE governing the Property. There are no covenants, promises, agreements, conditions and understandings, either oral or written, between them other than those herein set forth. Except as herein provided, no subsequent alterations, amendments, changes or additions to this Lease Agreement shall be binding upon LESSOR or LESSEE unless and until reduced to writing and signed by both Parties. Submission of this instrument by LESSEE to LESSOR for examination shall not bind LESSEE in any manner, and no lease, contract option, agreement to lease or other obligation of LESSEE shall arise until this instrument is signed by LESSEE and delivered to LESSOR.

SECTION 27. SECURITY.

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

SECTION 28. COUNTERPARTS

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

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto sign and cause this Lease Agreement to be executed.

LESSOR

COMMUNITY FOR CHILDREN'S JUSTICE,
A Utah Nonprofit Corporation

_____

Rebecca S. Ross
President

LESSEE

SUMMIT COUNTY

_____

Thomas C. Fisher
County Manager

Approved as to form:

_____

David L. Thomas
Chief Civil Deputy