



WEST VALLEY CITY REDEVELOPMENT AGENCY
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119

KAREN LANG, CHAIR
STEVE BUHLER, VICE CHAIR

A Special Regular Meeting of the West Valley City Redevelopment Agency will be held on Tuesday, April 21, 2015, at 6:30 PM, or as soon thereafter as the City Council Meeting is completed, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted 04/16/2015, 11:00 a.m.

A G E N D A

1. Call to Order - Chairperson Karen Lang
2. Roll Call
3. Resolutions:
 - A. 15-06: Approve a Real Estate Purchase Agreement with Gill and Gill, LC, to Purchase Property Located at 3033 West 3500 South in West Valley City
4. Adjourn

West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Sheri McKendrick.

Item: _____
Fiscal Impact: \$909,800
Funding Source: RDA fund
Account #: _____
Budget Opening Required:

ISSUE:

A resolution approving the purchase of 1.16 acres of commercial property located at 3033 West 3500 South from Daniel Gill.

SYNOPSIS:

The Redevelopment Agency desires to acquire a residential property at 3033 West 3500 South. The property is located in the City Center Redevelopment Project Area and will play a key role in the renewal of this area. By owning the property, the Agency will have control over its use and development and can ensure that it is developed in accordance with both the Agency's and the City's vision for City Center.

BACKGROUND:

Pursuant to the RDA Strategic Plan, and the City Center Redevelopment Plan adopted by the Redevelopment Agency in 2004, the purchase of this property will to ensure development in harmony with West Valley City's vision for the City Center.

RECOMMENDATION:

RDA staff recommends approval of the resolution.

SUBMITTED BY:

Mark Nord, Director
West Valley City Redevelopment Agency

WEST VALLEY CITY REDEVELOPMENT AGENCY

RESOLUTION NO. _____

A RESOLUTION APPROVING A REAL ESTATE PURCHASE AGREEMENT WITH GILL AND GILL, LC, TO PURCHASE PROPERTY LOCATED AT 3033 WEST 3500 SOUTH IN WEST VALLEY CITY.

WHEREAS, the West Valley City Redevelopment Agency (herein the “Agency”) desires to promote development by purchasing certain property within the City Center Redevelopment Project Area from Gill and Gill, LC (herein the “Seller”); and

WHEREAS, Seller desires to sell the property located at 3033 West 3500 South to the Agency; and

WHEREAS, an agreement has been prepared for execution by and between the Agency and Seller, a copy of which is attached hereto and entitled “Real Estate Purchase Agreement” (herein the “Agreement”), which sets forth the rights, duties, and obligations of each of the parties thereto; and

WHEREAS, the Board of Directors of the West Valley City Redevelopment Agency does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Real Estate Purchase Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the West Valley City Redevelopment Agency as follows:

1. That the Agreement for the property located at 3033 West 3500 South is hereby approved, subject to approval of the final form of the Agreement by the City Manager and City Attorney’s Office.
2. That the Chief Executive Officer is hereby authorized to accept the Deed to the property located at 3033 West 3500 South and to execute any documents necessary to complete the purchase on behalf of the Agency.
3. That the West Valley City Recorder is hereby authorized to record the Deed in the Office of the Salt Lake County Recorder.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2015.

WEST VALLEY CITY
REDEVELOPMENT AGENCY

CHAIR

ATTEST:

SECRETARY

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT, herein the "Agreement," is made and entered into as of the 13th day of APRIL, 2015, by and between Gill & Gill, LC, a Limited Liability Company, herein the "Seller," and the Redevelopment Agency of West Valley City, a political subdivision of the State of Utah, herein the "Buyer."

RECITALS :

WHEREAS, The Seller owns a parcel of property located at 3033 West 3500 South, in West Valley City, Salt Lake County, State of Utah, herein the "Property." The Property is more particularly described and depicted on the attached Exhibit A, which is incorporated herein. For purposes of this Agreement, the term "Property" shall include the Property purchased pursuant to the terms of this Agreement and all of the Seller's right, title, and interest in and to all leases, privileges, rights-of-way, easements, and appurtenances, and all other rights appurtenant to or connected with the beneficial use or enjoyment of the Property, including, without limitation, any of the Seller's right, title, and interest in and to immediately adjacent public streets, roads, alleys, or rights-of-way; all mineral rights; all surveys in the Seller's possession or control relating to the Property; and all soils and other geological or environmental studies, investigations, and reports, engineering studies and reports, wetlands information and reports, and landscaping plans and specifications in the Seller's possession or control relating to the Property.

NOW, THEREFORE, in consideration of the covenants and promises contained in this Agreement, the Buyer and the Seller agree as follows:

AGREEMENT :

1. **Purchase of Property.** Subject to the terms and conditions of this Agreement, the Seller agrees to sell the Property to the Buyer, and the Buyer agrees to purchase the Property from the Seller. The Seller hereby agrees to effect this purchase and sale transaction through the use of a Special Warranty Deed.
2. **Purchase Price.**
 - a. Purchase Price and Relocation Costs. The Purchase Price and Relocation Costs due to the Seller at Closing shall be \$900,000.00 payable in United States dollars.
 - b. Relocation Costs. Relocation Costs are included in the Purchase Price. Seller shall execute the Relocation Funds Acknowledgment of Receipt, Release and Waiver at Closing in substantially the form attached hereto in Exhibit C, and incorporated herein this Agreement.

- c. Title Company. Buyer and Seller agree that National Title Agency shall conduct the Closing for both Parties.
3. **Inspections.** With regard to the physical condition of the Property, the Parties agree that the Buyer has performed due diligence to its satisfaction. Further, the Parties agree that that the property is being conveyed on an AS-IS basis.
4. **Conditions to Closing.** The Closing shall not occur until each one of the following conditions precedent has been satisfied, in the Buyer's sole discretion, prior to the Closing; provided, however, that the Buyer is entitled to waive any of the conditions in writing.
 - a. Approval of Title. At the Closing, the title to the Property shall be in a condition that is sufficient to convey title to the Property to Buyer subject only to those easements, exceptions etc. that appear on the title report prepared by National Title Agency, a copy of which is attached hereto as Exhibit B. At the Buyer's written request, the Seller shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the Buyer. In the event that Seller is unable to deliver title to the Property that is acceptable to Buyer, Buyer may elect to void this Agreement or, upon agreement of the Seller, extend the Closing.
 - b. Water Rights. The parties agree that all water rights, water shares, or stock owned by the Seller and associated with the property, if any, shall be conveyed to the Buyer.
 - c. Mineral Rights. The sale includes any and all of Seller's interest in mineral rights to the Property, if any.
 - d. Closing shall be contingent on the approval of the West Valley City RDA Board. If the RDA Board fails to approve this Agreement, it shall be null and void.
5. **Closing.** The term "Closing" is used in this Agreement to mean the time at which the title company disburses the purchase proceeds to the Seller and records the Deed in the office of the Salt Lake County Recorder. The Closing shall occur on or before the date that is fourteen (14) days after the execution of this Agreement by Seller, unless the Buyer and the Seller mutually agree in writing to close the transaction on an alternate date.
 - a. Buyer Deliveries. On or before the Closing Date, the Buyer shall deliver payment of the - Purchase Price and Relocation Costs in cash.
 - b. Seller Deliveries. On or before the Closing Date, the Seller shall deliver the following to the Buyer:
 - (i) The duly executed and acknowledged Special Warranty Deed in favor of the Buyer, conveying fee title to the Property, free and clear of all liens and

encumbrances which are unacceptable to the Buyer and not disclosed in the title report attached hereto as Exhibit B.

- (ii) Original copies, as available, of all leases, subleases and contracts relating to the Property. If applicable, all such leases, subleases and contracts shall be assigned to the Buyer at Closing.
 - (iii) All security deposits of current tenants, if any.
 - (iv) The Seller shall not pay closing costs, including title insurance, escrow or recording costs.
- c. Buyer's Costs. The Buyer shall pay the following items at or before the Closing:
- (i) The Purchase Price and Relocation Costs.
 - (ii) Closing, escrow and recording costs.
 - (iii) The cost of title insurance.
 - (iv) The amount of \$9,800 for Seller to demolish and dispose of the Kiddie Kollege structure including the adjacent buildings to ground level,, but not including the stand alone concrete block building that is also located on a separate part of the Property.
- d. Failure to Deliver.
- (i) If the Buyer fails or refuses to deliver the required funds at the Closing, the Seller may, at the Seller's option, extend the time for the Closing, or may commence an action for damages, including attorney's fees, or bring an action to compel specific performance by the Buyer. All costs shall be borne by the defaulting party. The Seller expressly agrees that the action for damages, or action for specific performance pursuant to this section shall be the Seller's sole remedies for the Buyer's failure to perform or deliver at the Closing.
 - (ii) If the Seller fails or refuses to deliver a valid and acceptable Deed as described in paragraph 5.b.1., or such other documents as may be necessary for the Seller to perform at the Closing, the Buyer may, at the Buyer's option, extend the time for the Closing, or may take any legal action necessary to enforce the Buyer's rights, to be made whole for damages, including attorney's fees, caused by the Seller's default, and/or to compel specific performance by the Seller.
- e. Prorations. The following shall be prorated between Buyer and Seller:

- (i) All water, sewer, and utility charges for the Property.
- (ii) Seller is paying the prorated 2015 General Property Taxes through the date of Closing, however, if for any reason the Salt Lake County Treasurer determines there are still taxes due on the property, it is the responsibility of the Seller to pay said taxes since the Buyer is tax exempt.
- (iii) All levied or pending assessments affecting the Property. Both Buyer and Seller hereby affirm that they are unaware of any such levied or pending assessments affecting the Property.
- (iv) Current rents received from the Property, if any. The Proration Date for the current rents shall be as of the Date of Closing.

The Seller shall furnish to the Buyer sufficient information to enable the Buyer and the Seller to make the prorations required under this Agreement.

6. Seller's Representations, Warranties and Covenants.

- a. The parties expressly understand that each of the following representations, warranties, and covenants made herein is material, and that the Buyer is relying upon each of such representations, warranties, and covenants as true and correct as of the date on which the parties execute this Agreement and as of the Closing Date, as though such representations, warranties and covenants had been made on each of such dates. As a condition to the Closing, the Seller hereby makes the following representations and warranties, in addition to any others made in this Agreement:
 - (i) At the Closing, the Seller will be the sole owner of the Property and will hold title to the Property in fee simple, free and clear of all encumbrances, except for those found acceptable by the Buyer, or which are contained in the title report attached hereto as Exhibit C.
 - (ii) The Seller warrants that to the best of its knowledge after reasonable investigation there is no pending claim, suit, or litigation that involves the Property.
 - (iii) At the Closing, there will be no unpaid bills or claims in connection with the Property, except for utility bills related to the Seller remaining on the Property as set forth in Section 8 b. of this Agreement.
 - (iv) Between the date of this Agreement and the Closing date, the Seller, without the Buyer's prior written consent, shall not subject any right, title, or interest in the Property to any mortgage, pledge, lien, or other encumbrance.
 - (v) This Agreement and the consummation of this transaction do not and will not contravene any provision of any judgment, order, decree, writ, or injunction, and will not result in a breach of, constitute a default under, or

require consent pursuant to any credit agreement, lease, indenture, mortgage, deed of trust, purchase agreement, guaranty, or other instrument to which any of the persons or entities comprising the Seller are presently a party or by which any of the same or their respective assets are presently bound or affected.

- (vi) All documents delivered to the Buyer by the Seller pursuant to this Agreement are true, correct, and complete originals or accurate copies of originals.

To the actual knowledge of the Seller no hazardous waste or toxic substances have been stored on, released into, generated on, or deposited upon the Property or into any water systems on or below the surface of the Property, and the Property complies with all local, state, and federal hazardous waste laws, rules, and regulations.

The Seller hereby agrees and covenants that the Purchase Price and Relocation Costs provided herein being paid by the Buyer constitute full and adequate consideration for the Property and rights being acquired by the Buyer.

These representations, warranties, and covenants of the Seller shall survive the Closing on the Property.

- 7. **Brokerage Commissions.** The Buyer is represented by Broker Dee Hansen of the DRH Realty, LLC. The Seller is not represented by a broker or real estate agent in this transaction. The Buyer shall be solely responsible for the payment of the commission to Dee Hansen in this transaction. Further, the Seller hereby indemnifies the Buyer from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any claimed brokerage or real estate commissions with respect to the transaction contemplated by this Agreement that arise from or through any agent or broker consulted or used by the Seller. The Buyer hereby indemnifies the Seller from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any claimed brokerage or real estate commissions with respect to the transaction contemplated by this Agreement that arise from or through any agent or broker consulted or used by the Buyer.
- 8. **Additional Acts and Consideration.** Both the Buyer and the Seller agree:
 - a. To execute all other documents and to do such other acts as may be reasonably necessary or proper in order to consummate the transaction contemplated by this Agreement.
 - b. Seller shall lease back the property from the date of Closing until 60 days after Closing, at no charge to the Seller including any property taxes. Seller will be responsible for building insurance and general liability insurance naming the Buyer as additionally insured. At the time of Closing, Seller shall execute a short term lease agreement with the Buyer in substantially the form attached as Exhibit D, and incorporated herein, which shall

release the Buyer from all liability associated with Seller's occupation of the Property after Closing to date of vacation of the Property, with the exception of the utilities (water, gas, power, garbage, telecommunications) ("utilities"). The utilities will be the sole responsibility of the Seller.

c. After Closing, Seller shall have the salvage rights to all surface improvements on the Property. Seller may remove the detached garage, adjacent buildings any and all pallets, trees, railroad ties, playground equipment, fences, furnishings and fixtures from the Property. Seller's salvage rights shall expire at 12:00am 60 days after Closing.

9. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by telecopy (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to the Seller:

If to the Buyer:

Mark Nord
RDA Director
3600 Constitution Boulevard
West Valley City, Utah 84119
Telephone: 801-963-3473
Facsimile: 801-963-8434

With a copy to:

J. Eric Bunderson
City Attorney
West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119
Telephone: 801-963-3271
Facsimile: 801-963-3366

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

10. **Attorney's Fees.** Should it become necessary for either party to enforce its rights under this Agreement, whether in suit or otherwise, the prevailing party shall be entitled to recover from the unsuccessful party reasonable attorney's fees and costs, in addition to any other relief to which the party attempting to enforce its rights hereunder may be entitled.
11. **Modification.** Neither party to this Agreement may amend or modify this Agreement, except in a writing executed by the parties hereto.

12. **Risk of Loss.** If, prior to the Closing Date, the Property or any portion thereof is damaged by fire, acts of God, or other casualty or cause, the Buyer shall have the right to terminate this Agreement
13. **Entire Agreement.** The parties expressly agree that this Agreement and the exhibits attached hereto constitute the full and complete understanding and agreement of the parties, and that this Agreement supersedes all prior understandings, agreements, and conversations between the parties, whether oral or written. Any prior negotiations, correspondence, or understandings related to the subject matter of this Agreement shall be deemed to be merged into this Agreement and the attached exhibits.
14. **Severability.** If any term or provision of this Agreement is invalid or unenforceable for any reason whatever, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
15. **Captions and Headings.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.
16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original for all purposes, but all of which shall constitute but one and the same instrument.
17. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah.
18. **Assignability.** This Agreement shall bind and inure to the benefit of the assignees, heirs, and successors-in-interest of the Buyer and the Seller. Neither the Buyer nor the Seller shall assign its rights or delegate its obligations hereunder without the prior written consent of the other.
19. **Time of the Essence.** Time is of the essence with respect to the performance of the parties under this Agreement.
20. **Waiver.** A waiver by either party of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the day and year first above written.

BUYER:

Redevelopment Agency of West Valley City

Chief Executive Officer

ATTEST:

Secretary

<p>APPROVED AS TO FORM</p> <p>RDA Attorney</p> <p>By: _____</p> <p>Date: _____</p>
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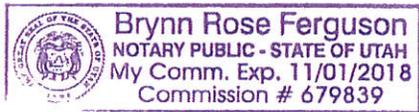
SELLER:

Daniel and Joyce Gill

State of Utah)

County of Salt Lake) :SS

On this 13th day of April, 2015, personally appeared before me Daniel Gill, Joyce Gill, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the President, Manager [title] of Gill & Gill LC [name of LLC], a limited liability company, and that the foregoing instrument was signed in behalf of said LLC by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.



[Signature]
Notary Public

Exhibit "A"

Property is more particularly described as:

Beginning at a point North 89°53'20" East 844 feet and South 0°0'20" West 33 feet from the Northwest corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 0°0'20" West 340 feet; thence North 89°53'20" East 135 feet; thence North 0°0'20" East 340 feet; thence South 89°53'20" West 135 feet to the point of beginning.

Less and Except that portion conveyed to Utah Department of Transportation by that certain Warranty Deed recorded July 9, 2008 as Entry No. 10474931 in Book 9625 at Page 4565 of Official Records.

Beginning at the Northwest corner of Lot 14, HOLMBURG SUBDIVISION, and running thence North 89°53'20" East 181.00 feet; thence South 0°00'20" West 48.00 feet; thence South 89°53'20" West 181.00 feet; thence North 0°00'20" East 48.00 feet to the point of beginning.

Exhibit "B"

Title Commitments



CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

Issued by

CHICAGO TITLE INSURANCE COMPANY

through its Agent

**NATIONAL TITLE AGENCY OF UTAH, INC.
6770 South 900 East, Suite 101, Midvale, UT 84047
Phone: (801)265-3200 | Fax: (801)265-3201**

West Valley City
3600 Constitution Boulevard
West Valley City UT 84119
Attn: Steven J. Dale, P.L.S.

File Number: 15-1577 JW
Client No.
Amendment No. 1

Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned: _____

R. Demare
Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY



By: *[Signature]* President
ATTEST *[Signature]* Secretary

**SCHEDULE A
Amendment No. 1**

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: Julie Wright at (801)265-3210 located at 6770 South 900 East, Suite 101, Midvale, UT 84047.

Effective Date: January 21, 2015 at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Standard Owners for \$TBD

PREMIUM \$TBD

Proposed Insured:

**West Valley City,
a municipal corporation of the State of Utah**

2. The estate or interest in the land described or referred to in this commitment and covered herein is **fee simple** and title thereto is at the effective date hereof vested in:

Gill & Gill LC, a Utah limited liability company

3. The land referred to in this Commitment is located in Salt Lake County, Utah and is described as:

Beginning at a point North 89°53'20" East 844 feet and South 0°0'20" West 33 feet from the Northwest corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 0°0'20" West 340 feet; thence North 89°53'20" East 135 feet; thence North 0°0'20" East 340 feet; thence South 89°53'20" West 135 feet to the point of beginning.

Less and Except that portion conveyed to Utah Department of Transportation by that certain Warranty Deed recorded July 9, 2008 as Entry No. 10474931 in Book 9625 at Page 4565 of Official Records.

Said property is also known by the street address of:
3033 West 3500 South, West Valley City, Utah 84119



SCHEDULE B – SECTION I

REQUIREMENTS
Amendment No. 1

1. Pay the full consideration to, or for the account of, the grantors or mortgagors.
2. Pay all taxes, charges and assessments levied and assess against the subject premises, which are due and payable.
3. Satisfactory documentation evidencing that improvements and/or repairs or alterations thereto are completed, that contractor, sub-contractor, labor and materialmen are all paid, and have released of record all liens or notice of intent to perfect a lien for labor or material.
4. Pay all premiums, fees and charges for this report, and any policy issued hereunder.
5. Provide the Company, in writing, with instructions as to the full nature of the transaction, including but not limited to: Names of any party not referred to in this Commitment who will receive an interest in the Land, or who will be named as a proposed insured (Owner and/or Lender) and amounts (Owners and/or Lenders) of policies to be issued. Additional requirements or exceptions may then be made.
6. Instrument(s) creating the estate or interest to be insured must be executed and filed for record, to wit:

NOTICE TO APPLICANT: The land covered herein may be served by districts or service companies and/or municipalities which assess charges for water, sewer, electricity and other utilities, etc., which are not covered by this report or insured under a Title Insurance Policy issued hereunder.

7. The Construction Lien Registry must be researched to verify and establish mechanic's lien priority in favor of the Insured in a Lender's policy.

END OF SCHEDULE B – SECTION I



SCHEDULE B – SECTION II

EXCEPTIONS
Amendment No. 1

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency, which may result in taxes or assessments, or notices of proceedings, whether or not shown by the records of such agency or by the public records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the Public Records.
8. Taxes for the year 2015 now a lien, not yet due. Taxes for the year 2014 were paid in the amount of \$633.45. Tax Parcel No. 15-33-103-024-0000.
9. Any charge upon the land by reason of its inclusion in West Valley City, Granger-Hunter Improvement District, City Center Redevelopment Project Area, and City Center Community Development Project Area.
10. Easements, notes and restrictions as shown on the Official Plat recorded December 4, 1959 as Entry No. 1689511 in Book U of Plats at Page 52.
11. An easement over, across or through the land for electric transmission and distribution facilities and incidental purposes, as granted to Utah Power & Light Company, a corporation, its successors in interest and assigns by Instrument recorded March 14, 1974 as Entry No. 2605738 in Book 3534 at Page 415 of Official Records.

12. A Notice of Adoption of City Center Redevelopment Project Area Plat Entitled "City Center Redevelopment Project Area Plan" and Dated June 30, 2004 was recorded September 13, 2004 as Entry No. 9171011 in Book 9036 at Page 6118 of Official Records.
- A Notice of Adoption of Amended City Center Redevelopment Project Area Plan Entitled "Amended City Center Redevelopment Project Area Plan" and Dated August 22, 2007 was recorded October 24, 2007 as Entry No. 10256690 in Book 9529 at Page 2617 of Official Records.
13. A Notice of Adoption of Community Development Project Area Plan Entitled "City Center Community Development Project Area Plan" Dated September 14, 2006 was recorded November 6, 2006 as Entry No. 9900007 in Book 9376 at Page 7161 of Official Records.
- A Notice of Adoption of Amended Community Development Project Area Plan Entitled "Amended City Center Community Development Project Area Plan Dated September 14, 2006 (Originally Adopted October 17, 2006 – This Amended Plan Adopted February 6, 2007" was recorded February 22, 2007 as Entry No. 10010994 in Book 9425 at Page 5766 of Official Records.
14. (The following affects all of the land, together with other land not included herein)
Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement dated June 14, 2007 by and between Daniel P. Gill and Joyce I. Gill, husband and wife, as Trustor, in favor of JPMorgan Chase Bank, N.A., as Trustee, and JPMorgan Chase Bank, N.A., and its successors and assigns, as Beneficiary, to secure an original indebtedness of \$450,000.00 and any other amounts or obligations secured thereby, recorded June 14, 2007 as Entry No. 10133540 in Book 9478 at Page 4467 of Official Records.
15. A West Valley City Easement and Agreement was recorded May 28, 2009 as Entry No. 10713426 in Book 9728 at Page 1326 of Official Records.

END OF SCHEDULE B – SECTION II

The name Gill & Gill LC has been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein.

Title inquiries should be directed to Rollin Domire @ (801) 265-3206.



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*



CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

Issued by

CHICAGO TITLE INSURANCE COMPANY

through its Agent

**NATIONAL TITLE AGENCY OF UTAH, INC.
6770 South 900 East, Suite 101, Midvale, UT 84047
Phone: (801)265-3200 | Fax: (801)265-3201**

West Valley City
3600 Constitution Boulevard
West Valley City UT 84119
Attn: Steven J. Dale, P.L.S.

File Number: 15-1577 JW
Client No.
Amendment No.

Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned: *R. Demire*
Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY



By: *[Signature]* President
ATTEST *[Signature]* Secretary

SCHEDULE A

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: Julie Wright at (801)265-3210 located at 6770 South 900 East, Suite 101, Midvale, UT 84047.

Effective Date: January 9, 2015 at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Standard Owners for \$TBD

PREMIUM \$TBD

Proposed Insured:

**West Valley City,
a municipal corporation of the State of Utah**

2. The estate or interest in the land described or referred to in this commitment and covered herein is **fee simple** and title thereto is at the effective date hereof vested in:

Gill & Gill LC, a Utah limited liability company

3. The land referred to in this Commitment is located in Salt Lake County, Utah and is described as:

Beginning at a point North 89°53'20" East 844 feet and South 0°0'20" West 33 feet from the Northwest corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 0°0'20" West 340 feet; thence North 89°53'20" East 135 feet; thence North 0°0'20" East 340 feet; thence South 89°53'20" West 135 feet to the point of beginning.

Less and Except that portion conveyed to Utah Department of Transportation by that certain Warranty Deed recorded July 9, 2008 as Entry No. 10474931 in Book 9625 at Page 4565 of Official Records.

Said property is also known by the street address of:
3033 West 3500 South, West Valley City, Utah 84119



SCHEDULE B – SECTION I

REQUIREMENTS

1. Pay the full consideration to, or for the account of, the grantors or mortgagors.
2. Pay all taxes, charges and assessments levied and assess against the subject premises, which are due and payable.
3. Satisfactory documentation evidencing that improvements and/or repairs or alterations thereto are completed, that contractor, sub-contractor, labor and materialmen are all paid, and have released of record all liens or notice of intent to perfect a lien for labor or material.
4. Pay all premiums, fees and charges for this report, and any policy issued hereunder.
5. Provide the Company, in writing, with instructions as to the full nature of the transaction, including but not limited to: Names of any party not referred to in this Commitment who will receive an interest in the Land, or who will be named as a proposed insured (Owner and/or Lender) and amounts (Owners and/or Lenders) of policies to be issued. Additional requirements or exceptions may then be made.
6. Instrument(s) creating the estate or interest to be insured must be executed and filed for record, to wit:

NOTICE TO APPLICANT: The land covered herein may be served by districts or service companies and/or municipalities which assess charges for water, sewer, electricity and other utilities, etc., which are not covered by this report or insured under a Title Insurance Policy issued hereunder.

7. The Construction Lien Registry must be researched to verify and establish mechanic's lien priority in favor of the Insured in a Lender's policy.

END OF SCHEDULE B – SECTION I



SCHEDULE B – SECTION II

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency, which may result in taxes or assessments, or notices of proceedings, whether or not shown by the records of such agency or by the public records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the Public Records.
8. Taxes for the year 2015 now a lien, not yet due. Taxes for the year 2014 were paid in the amount of \$633.45. Tax Parcel No. 15-33-103-011-0000.
9. Any charge upon the land by reason of its inclusion in West Valley City, Granger-Hunter Improvement District, City Center Redevelopment Project Area, and City Center Community Development Project Area.
10. Easements, notes and restrictions as shown on the Official Plat recorded December 4, 1959 as Entry No. 1689511 in Book U of Plats at Page 52.
11. An easement over, across or through the land for electric transmission and distribution facilities and incidental purposes, as granted to Utah Power & Light Company, a corporation, its successors in interest and assigns by Instrument recorded March 14, 1974 as Entry No. 2605738 in Book 3534 at Page 415 of Official Records.
12. A Notice of Adoption of City Center Redevelopment Project Area Plat Entitled "City Center Redevelopment Project Area Plan" and Dated June 30, 2004 was recorded September 13, 2004 as Entry No. 9171011 in Book 9036 at Page 6118 of Official Records.

A Notice of Adoption of Amended City Center Redevelopment Project Area Plan Entitled "Amended City Center Redevelopment Project Area Plan" and Dated August 22, 2007 was recorded October 24, 2007 as Entry No. 10256690 in Book 9529 at Page 2617 of Official Records.

- 13. A Notice of Adoption of Community Development Project Area Plan Entitled "City Center Community Development Project Area Plan" Dated September 14, 2006 was recorded November 6, 2006 as Entry No. 9900007 in Book 9376 at Page 7161 of Official Records.

A Notice of Adoption of Amended Community Development Project Area Plan Entitled "Amended City Center Community Development Project Area Plan Dated September 14, 2006 (Originally Adopted October 17, 2006 – This Amended Plan Adopted February 6, 2007" was recorded February 22, 2007 as Entry No. 10010994 in Book 9425 at Page 5766 of Official Records.

- 14. (The following affects all of the land, together with other land not included herein)
Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement dated June 14, 2007 by and between Daniel P. Gill and Joyce I. Gill, husband and wife, as Trustor, in favor of JPMorgan Chase Bank, N.A., as Trustee, and JPMorgan Chase Bank, N.A., and its successors and assigns, as Beneficiary, to secure an original indebtedness of \$450,000.00 and any other amounts or obligations secured thereby, recorded June 14, 2007 as Entry No. 10133540 in Book 9478 at Page 4467 of Official Records.

- 15. A West Valley City Easement and Agreement was recorded May 28, 2009 as Entry No. 10713426 in Book 9728 at Page 1326 of Official Records.

END OF SCHEDULE B – SECTION II

The name Gill & Gill LC has been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein.

Title inquiries should be directed to Rollin Domire @ (801) 265-3206.



CHICAGO TITLE INSURANCE COMPANY

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

Exhibit "C"
RELOCATION FUNDS
ACKNOWLEDGEMENT OF RECEIPT,
RELEASE AND WAIVER

I, Daniel Gill, Joyce Gill, Kiddie Kollege, Gill & Gill, LC, a Limited Liability Company , on this 13th day of April, 2015, hereby acknowledge by my signature below that I accept Nine hundred thousand dollars (\$900,000.00) allocated by the Redevelopment Agency of West Valley City ("RDA") for my relocation from 3033 West 3500 South, in West Valley City, Salt Lake County, State of Utah . I agree that the RDA arrived at this amount for my relocation using the most equitable, most accurate methods possible. I agree that this amount is sufficient to facilitate my complete relocation. I further agree and understand that the RDA has fully and completely satisfied its obligation regarding my relocation.

To the greatest extent authorized by law, I hereby release and forever discharge the RDA and West Valley City and its representatives from any and all claims, demands, actions, and causes of action relating to any liability, loss, damage or expense, including attorneys fees, which arise out of, occur during, or are in any way connected with my relocation from 3033 West 3500 South, in West Valley City, Salt Lake County, State of Utah .

To the extent that I bring a claim of any kind whatsoever against the RDA or West Valley City, I agree that this Acknowledgement of Receipt, Release and Waiver is to be construed under the laws of the State of Utah and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. In signing this document, I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

Daniel B Gill

Print Name

Joyce Gill

Print Name

D.B. Gill

Signature

Joyce Gill

Signature

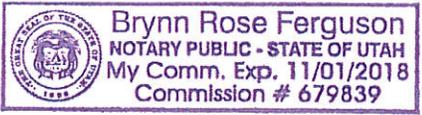
State of Utah)

:SS

County of Salt Lake)

On this 13th day of April, 20 15, personally appeared before me
Daniel Gill, Joyce Gill, the signer of the foregoing **RELOCATION FUNDS**

ACKNOWLEDGEMENT OF RECEIPT, RELEASE AND WAIVER who duly acknowledged to me that he/she executed the same.



[Signature]

Notary Public

State of Utah)

:SS

County of Salt Lake)

On this 13th day of April, 20 15, personally appeared before me
Daniel Gill, Joyce Gill, the signer of the foregoing **RELOCATION FUNDS**

ACKNOWLEDGEMENT OF RECEIPT, RELEASE AND WAIVER who duly acknowledged to me that he/she executed the same.



[Signature]

Notary Public

Kiddie Kollege:

Daniel Gill, Joyce Gill

State of Utah)
County of Salt Lake) :SS

On this 13th day of April, 2015, personally appeared before me Daniel Gill, Joyce Gill, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the President, Manager [title] of Kiddie Kollege [name of LLC], a limited liability company, and that the foregoing instrument was signed in behalf of said LLC by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.



[Signature]
Notary Public

Gill & Gill, LC, a Limited Liability Company:

Daniel Gill, Joyce Gill

State of Utah)
County of Salt Lake) :SS

On this 13th day of April, 2015, personally appeared before me Daniel Gill, Joyce Gill, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the President, Manager [title] of Gill & Gill, LC [name of LLC], a limited liability company, and that the foregoing instrument was signed in behalf of said LLC by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.



[Signature]
Notary Public

Exhibit "D"
COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL SPACE LEASE AGREEMENT ("Lease") is made effective as of _____, by and between Redevelopment of Agency West Valley City, a body politic of the State of Utah, ("Landlord or Lessor"), and Daniel Gill ("Tenant or Lessee"), sometimes collectively referred to herein as the "Parties" or individually as a "Party."

1. **PREMISES.** In consideration of the mutual covenants herein contained, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord 3033 West 3500 South, West Valley City, Salt Lake County, in the State of Utah ("Building").

2. **TERM/TERMINATION.** The Term of this Lease shall commence on the date of Closing of the Property by West Valley City. The term of Lease shall be from the Date of Closing and shall terminate 60 days after the date of Closing.

3. **PAYMENT OF MONTHLY RENT.** "Monthly Rent" means the monthly rental amounts set forth in Section 4 below. Monthly Rent shall be payable in advance on or before the first day of each calendar month ("Rent Due Date").

4. **RENT.** The base rent for the Premises shall be \$1.00 for the term of the Lease.

4.1 **Utilities/Taxes.** During the term of this Lease, the Tenant shall be solely responsible for the payment of any and all utilities of the Premises, including, but not limited to, gas, electricity, sewer, telephone, cable, and electricity. The Tenant shall also be solely responsible for the payment of any and all sewer bills and garbage collection costs concerning the Premises.

5. **LATE FEE AND INTEREST.** All installments of Rent which are not paid by Tenant to Landlord within ten (10) days after the same is due ("Delinquency Date") shall bear interest from and after the due date until paid at a rate equal to the lesser of eighteen percent (18%) per annum or the highest legal rate of interest. If Landlord does not receive any rent payment within ten (10) days after it becomes due, Tenant shall pay Landlord a late charge equal to five percent (5%) of the overdue amount.

6. **PERSONAL PROPERTY TAXES.** Tenant shall pay or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the term hereof upon all leasehold improvements, inventory, or merchandise, equipment, furniture, fixtures, and other personal property located in the Premises except that which may be owned by Landlord.

7. **USE, NUISANCE AND GOVERNMENTAL COMPLIANCE.**

7.1 **Use.** The Premises shall be used for Barber Shop purposes and for no other purpose without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

7.2 **Nuisance.** Tenant shall not permit or suffer to be permitted any nuisance (including unusual noises and obnoxious odors) or waste upon the Premises.

7.3 **Compliance With Laws.** In connection with the operation of Tenant's business in the Premises, Tenant shall be responsible for complying with all applicable governmental laws, statutes, rules, regulations, orders and ordinances ("Laws"). If any governmental authority requires any repairs, improvements or alterations to be made to the Premises or any portion thereof (collectively, "Governmental Repairs") as a result of the specific nature of Tenant's business operations in the Premises, Tenant shall make and pay for such Governmental Repairs. Any such Governmental Repairs shall be completed in accordance with plans and specifications approved by Landlord and Landlord shall have the option, in its sole discretion, to complete any such Governmental Repairs and bill Tenant for all costs in connection therewith.

8. **PREMISES.**

8.1 **Premises.** Tenant shall have the non-exclusive right during the term of this Lease to use the Premise for itself, its employees, agents, customers, invitees, and licensees. The term "Premise" shall mean the portions of the Building, which are from time to time designated and improved for common use by or for the benefit of more than one tenant or concessionaire of the Building, including, but not limited to, any of the following (the specific recitation of which shall not be deemed to limit the definition of "Premise"): the land and facilities used as parking areas, access and perimeter roads, truck passageways service corridors and stairways providing access to the Building, landscaped areas, exterior walks, stairways, and ramps. In no event shall Tenant have the right to sell or solicit in any manner in any of the Common Area.

8.2 **Premises Restrictions.** Tenant and its concessionaires, agents employees, and vendors, suppliers and independent contractors shall use such access roads and operate tracks and trailers delivering merchandise to and from the Premises upon and over such access roads as are designated by Landlord as a means of ingress to and egress from the Premises. Tenant and its employees shall park their cars only in those portions of the parking areas designated for such purpose.

8.3 **Premises Maintenance.** It shall be the Tenant's sole responsibility to keep and maintain the Premises, and every part thereof, in good condition and repair at all times during the term of the Lease. Tenant shall keep and maintain the Premises in a clean, sanitary and safe condition, at all times during the term of the Lease, in accordance with all local and state laws and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officials of the governmental agencies having jurisdiction, at the sole cost and expense of Tenant, and Tenant shall comply with all requirements of law, ordinance and otherwise, affecting said premises. If Tenant refuses or neglects to commence and to complete repairs promptly and adequately, Landlord may, but shall not be required to do so, make and complete said repairs, and Tenant shall pay the cost thereof to Landlord upon demand. At the time of the expiration of the tenancy herein, Tenant shall surrender the premises in good condition, reasonable wear and tear excepted.

9. **COVENANT OF QUIET ENJOYMENT.** Landlord covenants that, so long as Tenant is not in default under the terms of this Lease, Tenant shall have quiet and peaceful possession of

the Premises and shall enjoy all of the rights herein granted without interference by Landlord or anyone claiming by, through, or under Landlord.

10. **CONDITION OF THE PREMISES.** Landlord represents to Tenant that the Building complies with applicable laws, regulations, and ordinances related to the construction of the Building and that Landlord has received no notices of violation related to the Premises or the Building. Tenant represents to Landlord that Tenant has been given the opportunity to inspect the Premises prior to the execution and delivery of this Lease and has found the same to be satisfactory for all purposes hereunder. EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, TENANT ACCEPTS THE PREMISES IN THEIR "AS IS", "WHERE IS" CONDITION, SUBJECT TO ALL LEGAL REQUIREMENTS AND ANY STATE OF FACTS WHICH AN ACCURATE SURVEY OR PHYSICAL INSPECTION OF THE PREMISES MIGHT SHOW, WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED, AND "WITH ALL FAULTS", INCLUDING BUT NOT LIMITED TO BOTH LATENT AND PATENT DEFECTS. EXCEPT AS SPECIFICALLY STATED, TENANT HEREBY WAIVES ALL WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE CONDITION AND USE OF THE PREMISES, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **FIXTURES.** Tenant may install within the Premises such shelving, trade fixtures, and equipment (collectively, "Trade Fixtures") as Tenant deems advisable. Tenant's Trade Fixtures shall remain Tenant's property whether or not affixed or attached to the Premises. Upon expiration of the Term, all such Trade Fixtures shall be removed from the Premises and Tenant shall reasonably repair any damage caused by the installation or removal of such items. Notwithstanding the foregoing, any Trade Fixtures remaining on the Premises upon the expiration of the Lease shall, at Landlord's option: (i) become the property of Landlord for Landlord to use or dispose of as Landlord deems appropriate; or (ii) be removed from the Premises and disposed of or stored on behalf of Tenant and any costs incurred by Landlord in connection therewith shall be immediately reimbursed by Tenant.

12. **REPAIRS.** Landlord shall, except as to the extent prevented by practical impossibility, and except as otherwise provided herein, keep the Building and the Premises in good condition and repair except for reasonable wear and tear. Landlord shall not be required to make necessary repairs to the Premises unless and until Tenant has notified Landlord in writing of the need for such repairs. Landlord shall have a reasonable time thereafter to make such repairs.

13. **ALTERATIONS.** Tenant shall not make or suffer to be made any alterations or additions to the Premises, or any part thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding Landlord's consent to any one or more alterations or additions, upon the expiration or termination of this Lease, at Landlord's request, Tenant shall remove any such alterations or additions and restore the Premises to substantially their condition as of the Commencement Date, reasonable wear and tear excepted.

14. **LIENS.** Tenant shall not permit the lien of any contractor, subcontractor, mechanic, materialman, laborer, architect or any other person or entity arising out of work, material or services performed or supplied or contracted for by Tenant, or those claiming by, through or under

it, to be or remain a lien upon the Premises. Tenant shall indemnify, defend and hold Landlord harmless from any such lien.

15. **INDEMNIFICATION AND INSURANCE.**

15.1 **Indemnification.** Each Party (“Indemnifying Party”) hereby indemnifies, holds harmless and agrees to defend the other Party (“Indemnified Party”) from and against all claims, damages, expenses (including, without limitation, reasonable attorneys’ fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring in the Building and on the ways immediately adjoining the Building, caused by the active or passive negligence or willful misconduct of the Indemnifying Party, its agents, servants or employees; provided the Indemnifying Party does not indemnify the Indemnified Party against any injury, loss of life, or damage which is caused by the active or passive negligence or willful misconduct of the Indemnified Party, the other tenants in the Building, its or their agents, servants or employees. The Parties’ obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or termination of this Lease, as to claims arising or accruing prior to the expiration or termination of this Lease.

15.2 **Liability Insurance Coverage and Limits.** Tenant shall, during the entire term of this Lease, keep in full force and effect a policy of public liability and property damage insurance with respect to the Premises, in which the limits of public liability shall not be less than Two Million Dollars (\$2,000,000.00) for injury or death to one person in one accident, One Million Dollars (\$1,000,000.00) for injury or death per occurrence and Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence. The policy shall name Landlord, any other parties in interest designated by Landlord, and Tenant as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord thirty (30) days prior written notice. The insurance shall be with an insurance company approved by Landlord, and a copy of the paid-up policy evidencing such insurance or a certificate of the insurer certifying the insurance of such policy shall be delivered to Landlord prior to commencement of Tenant’s Work and upon renewals not less than thirty (30) days prior to the expiration of such coverage.

15.3 **Property Insurance (Fire Insurance).**

15.3.1 **Landlord’s Property Insurance.** Landlord shall pay for and shall maintain in full force and effect during the Term of this Lease a policy or policies of fire and casualty insurance covering the Building which may include endorsements of Landlord’s selection. Tenant shall reimburse Landlord for such costs of insurance.

15.3.2 **Tenant’s Property Insurance.** Tenant shall, at Tenant’s sole cost and expense, obtain and maintain in effect at all times during the Term of this Lease, with insurance companies licensed to do business in the State of Utah (rated financial size A or better under each Best rating category), insurance against direct physical loss to the improvements installed by or on behalf of Tenant and on the Tenant’s personal property and listing Landlord as an additional insured. This insurance shall include “all risk” fire and extended coverage form, including extra

expense, vandalism and malicious mischief, theft, and agreed amount endorsement, for the full replacement cost of such improvements and personal property. Such insurance shall also provide evidence of debris removal coverage for removal of Tenant damaged property due to any occurrence on the Premises. Tenant shall deliver to Landlord on the Commencement Date, and thereafter prior to the exercise of any Option Term, a certificate of insurance evidencing Tenant's compliance with the terms of this provision.

15.4 **Personal Property Loss.** The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to the Premises or any part, or for any loss or damages resulting to the Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes or for any damage or loss of property within the Premises from any cause whatsoever. Tenant shall give immediate notice to Landlord in case of fire or accidents in the leased premises or in the building of which the premises are a part or of defects therein or in any fixtures or equipment.

15.5 **Policy Requirements.** Insurance coverage required by this Lease may contain the following elements, so long as the required coverage is not diminished, the required limits are not reduced, and the elements thereof are otherwise commercially reasonable: a Party's insurance program may include blanket, layered, umbrella, conventional and/or manuscript forms of policies, as well as retention levels and loss reserves which are charged against earnings or otherwise funded, and commercially reasonable deductibles. The insurance policies required by this Section shall require the insurance company to furnish Landlord thirty (30) days prior written notice of any cancellation or lapse, or the effective date of any reduction in the amounts or scope of coverage. Each Party shall promptly notify the other Party of any asserted claim with respect to which such Party is or may be indemnified against hereunder and shall deliver to such other Party copies of process and pleadings.

15.6 **Workers' Compensation Insurance.** Tenant shall maintain such policy or policies of Workers' Compensation insurance and/or employer's liability insurance (at such statutory limits) as are required by law, for all employees working in or about the Premises.

15.7 **Landlord Right to Insure on Behalf of Tenant.** On or before the Commencement Date and at any time thereafter, upon request by Landlord, Tenant shall provide to Landlord a certificate of insurance evidencing Tenant's compliance with the insurance requirements herein. Tenant's failure to comply with any of the insurance requirements set forth herein shall constitute an event of default hereunder. In addition to the remedies provided in Section 19.2 of this Lease, Landlord may, but is not obligated to, obtain such insurance and Tenant shall pay to Landlord upon demand the premium cost thereof plus interest thereon at the rate equal to the lesser of the highest rate permitted by law or eighteen percent (18%) per annum from the date of payment by Landlord until repaid by Tenant.

16. **DAMAGE OR DESTRUCTION.** If the Premises is wholly or partially destroyed by fire or other casualty, Landlord shall not be responsible or obligated to repair or restore the premises and shall immediately terminate this Lease.

17. **HAZARDOUS MATERIALS.**

17.1 **Hazardous Materials/Release.** Tenant covenants that neither Tenant nor anyone acting by, through, or under Tenant, including but not limited to Tenant's Related Parties will, through its acts or omissions, cause or permit any "Hazardous Materials" to be placed, held, located, "Released" or disposed of on, under or at the Premises. The term "Hazardous Materials" shall mean any substance or material which is defined as or included in the definition of "hazardous substances," "hazardous wastes" "hazardous materials," "extremely hazardous waste," "acutely hazardous wastes," "restricted hazardous waste," "toxic substances," or "known to cause cancer or reproductive toxicity" (or words of similar import), petroleum products (including crude oil or any fraction thereof) or any other chemical, substance or material which is prohibited, limited or regulated under any Law now or hereafter in force regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment or natural resources ("Environmental Laws"). "Release" means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, presence, dumping, migrating on or from the Premises or adjacent property or disposing of Hazardous Materials into the environment.

17.2 **Obligations in Event of a Release.** Notwithstanding anything else to the contrary herein, in the event any Hazardous Materials are discovered in, on, under or at the Premises (whether or not caused by an act or omission of Tenant or any permitted assignee or sublessee or its or their respective employees, agents, contractors or invitees ("Tenant's Related Parties"), Tenant shall immediately notify Landlord of any such discovery. If the Hazardous Materials have been placed, held, located, Released or disposed of by the acts or omissions of Tenant or Tenant's Related Parties (whether such Hazardous Materials are discovered by Landlord during the term of this Lease or following the termination of the Lease), Tenant shall, at its sole cost and expense, comply with all Environmental Laws to remedy the situation, including without limitation, promptly conducting a site assessment, taking immediate action required for containment of the Hazardous Materials, and preparing and implementing a plan for the clean-up of the Hazardous Materials. Landlord may at any time during the Term, inspect the Premises for the existence of Hazardous Materials placed, held, located, Released or disposed of by the acts or omissions of Tenant or Tenant's Related Parties. If Landlord discovers Hazardous Materials on the Premises placed, held, located, Released or disposed of by the acts or omissions of Tenant or Tenant's Related Parties, Tenant shall, at its sole cost and expense and upon demand of Landlord, reimburse Landlord for its costs to inspect the Premises and comply with Environmental Laws for the removal or remediation of such Hazardous Materials. At Landlord's option, Landlord may perform any remediation or containment work required hereunder and all costs and expenses of such work shall immediately be reimbursed by Tenant.

17.3 **Indemnification.** Tenant hereby releases, indemnifies, holds harmless and agrees to defend Landlord, its affiliates, and their respective directors, officers, shareholders, employees, representatives and agents ("Landlord's Related Parties"), from and against any and all claims, causes of action, damages (including, without limitation all foreseeable and unforeseeable consequential damages, injunction and other relief), fines, judgments, penalties, costs, liabilities, losses or expenses (including, without limitation, attorneys' fees and reasonable investigative and discovery costs) (collectively, "Damages") arising prior to, during or after the term of this Lease on account of or in connection with, directly or indirectly arising from: (i) the violation of any

Environmental Laws by Tenant or Tenant's Related Parties; (ii) the presence, use, generation, storage, remediation, disposal or Release of Hazardous Materials in, on, under or above the Premises attributable to the acts or omissions of Tenant or Tenant's Related Parties; (iii) any breach of the representations and warranties of Tenant contained in this Section; and (iv) any violation of the obligations of Tenant contained in this Section. Without limitation of the foregoing, this indemnification shall include any and all costs incurred due to any investigations of the Premises or any cleanup, removal, repair, remediation, detoxification or restoration and the preparation of any closure or other plans required or permitted by any governmental authority, unless the Hazardous Materials are present as a result of the acts of Landlord.

17.4 **Landlord's Responsibilities.** Landlord represents and warrants to Tenant that to Landlord's knowledge, the real property on which the Building is located and the improvements thereon including the Building (collectively, the "Real Property"), are free of any Hazardous Materials I violation of applicable law.

17.5 **Survival.** Landlord's and Tenant's representations, warranties, indemnifications and obligations under this Section shall survive the expiration or termination of this Lease,

18. **DEFAULT BY TENANT.**

18.1 **Events of Default.** The occurrence of any of the following events shall constitute a "Tenant Event of Default":

18.1.1 Tenant shall file a voluntary petition in bankruptcy or a petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the bankruptcy laws, or Tenant shall make an assignment for the benefit of creditors;

18.1.2 Tenant makes or has made or furnishes or has furnished any material warranty representation or statement to Landlord in connection with this Lease, or any other agreement to which Tenant and Landlord are parties, which is or was false or misleading in any material respect when made or furnished; or

18.1.3 Tenant attempts to transfer, assign, sublet or permit the occupancy of the Premises in contravention of the Section entitled "Assignment, Subletting, and Encumbrances";

18.2 **Default Remedies.** Upon a Tenant Event of Default, Landlord shall have the immediate right to re-enter the Premises and expel Tenant or any person or persons occupying the same, with or without legal process, and in any such event, Tenant agrees to peacefully and quietly yield up and surrender the Premises to Landlord.

Whenever Landlord shall re-enter the Premises pursuant to this Lease, any personal property, not the property of Landlord, which remains in or about the Premises upon the expiration of the term of this Lease (or within forty eight (48) hours after a termination by reason of Tenant's default or abandonment), shall be considered abandoned and Landlord may retain and use the same as its own property in every respect, or at its option may remove any or all of such items and dispose of the same in any manner or respect or store the same in a public warehouse or elsewhere for the account and at the expense and risk of Tenant. If Tenant shall fail to pay the cost of storing

any such property after it has been stored for a period of ten (10) days or more, Landlord at its option may sell any or all such property at public or private sale, in such manner and at such times and places as Landlord in its sole discretion may deem proper without notice to or demand upon Tenant for the payment of all or any part of such charges, or the removal of any such property. Landlord shall apply the proceeds of such sale first to the cost and expense of such sale, including reasonable attorneys' fees actually incurred; second, to the payment of the costs of or charges for storing any such property; third, to the payment of any sums of money which may then or thereafter be due to Landlord from Tenant under any of the terms hereof; and fourth, the balance, if any, to Tenant. Tenant hereby waives all claims for damages that may be caused by Landlord's re-entering and taking possession of the Premises or removing, storing, releasing or disposing of the property belonging to Tenant or to any other person or firm as herein provided, and Tenant shall indemnify and hold harmless Landlord therefrom and no such re-entry shall be considered or construed to be a forcible entry. Notwithstanding anything herein to the contrary, Landlord shall be under no obligation to release any personal property remaining upon the Premises to Tenant or any other person unless and until Tenant delivers to Landlord a cash security deposit in an amount equal to the "fair market value" of such personal property to secure performance of Tenant's obligations hereunder.

19. **LANDLORD'S DEFAULT.**

19.1 **Landlord's Default.** In the case of a monetary default, Landlord shall have a period of ten (10) days after notice thereof from Tenant to cure such monetary default. In the case of a non-monetary default, Landlord shall commence promptly to cure such default immediately after receipt of written notice from Tenant specifying the nature of such default and shall complete such cure within thirty (30) days thereafter provided that, the nature of the non-monetary default is such that it cannot be cured within such thirty (30) day period, Landlord shall have such additional time as may be reasonably necessary to complete its performance so long as Landlord has proceeded with diligence since its receipt of Tenant's notice and is then proceeding with diligence to cure such default.

20. **ASSIGNMENT AND SUBLETTING.** Tenant shall not voluntarily or involuntarily assign, transfer, mortgage, pledge, or encumber this Lease or any interest therein, and shall not sublet the Premises or any part thereof without the prior written consent of Landlord. Any attempt to assign this Lease or sublease all or any portion of the Premises without such consent shall be void and, at Landlord's election, shall constitute a default under this Lease.

21. **TENANT'S AGREEMENT.** Tenant covenants and agrees: (a) not to obstruct or interfere with the rights of other tenants, or injure or annoy them or those having business with them or conflict with them, or conflict with the fire laws or regulations, or with any insurance policy upon the Real Property or any part thereof, or with any statutes, rules or regulations now existing or subsequently enacted or established by the local, state or federal governments and Tenant shall be answerable for all nuisances caused or suffered on the Premises, or caused by Tenant in the Property, or on the approaches thereto; (b) not to strip, overload, damage or deface the Premises, hallways, stairways, elevators, park Property, or the fixtures therein or used therewith, nor to permit any hole to be made in any of the same; (c) nor to suffer or permit any trade or occupation to be carried on or use made of the Premises which shall be unlawful, noisy, offensive, or injurious to any person or property, or such as to increase the danger of fire or affect or make void or voidable

any insurance on the Property, or which may render any increased or extra premium payable for such insurance, or which shall be contrary to any law or ordinance, rule or regulation established by any public authority; (d) to conform to all rules and regulations established by the appropriate insurance rating organization and to reasonable rules and regulations established by Landlord; (e) to be responsible for the cost of removal of Tenant's bulk trash at time of move-in, during occupancy and move-out, (f) not to conduct nor permit on the Premises either the generation, treatment, storage or disposal of any Hazardous Substances, and Tenant shall prohibit its assignees, sublessees, employees, agents and contractors (collectively, "Permittees") from doing so and Tenant shall indemnify, defend and hold Landlord and its agents harmless from all loss, costs, foreseeable and unforeseeable direct consequential damages, liability, fines, prosecutions, judgments, litigation, and expenses, including but not limited to, cleanup costs, court costs and reasonable attorneys' fees arising out of any violation of the provisions of this section by Tenant or its Permittees.

22. **COSTS AND ATTORNEYS' FEES.** In the event either Party commences a legal proceeding to enforce any of the terms of this Lease, the prevailing Party in such action shall have the right to recover reasonable attorneys' fees and costs from the other Party, to be fixed by the court in the same action.

23. **LIMITATION OF LANDLORD LIABILITY.** Anything in this Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the Real Property and, subject to the prior rights of any mortgagee, for the collection of any judgment, (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants or conditions of this Lease to be observed or performed by Landlord, and no other assets of Landlord shall be subjected to levy, execution, or other procedures for the satisfaction of Tenant's remedies.

24. **NOTICES AND PLACE FOR PAYMENT OF RENT.** All notices, requests, demands and other communications hereunder shall be in writing and shall be given by; (i) established express delivery service which maintains delivery records, (ii) hand delivery or; (iii) certified or registered mail, prepaid postage, return receipt requested, to the Parties at the following addresses, or at such other address as the Parties may designate by written notice in the above manner:

To Landlord:

DRH Property Management

Attn : Brynn Ferguson

5445 Highland Drive

Salt Lake City, UT 84117

Ph. 801-274-2008

To Tenant:

Daniel Gill

3033 West 3500 South

West Valley City, UT 84119

Ph. 801-244-6963

Communications may also be given by fax, provided the communication is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide a reasonable means for accomplishing delivery. Rent shall be paid to Landlord at the address set forth in this Section.

25. **RIGHT TO GO ON PREMISES.** Provided such entry does not unreasonably interfere with the business being conducted on the Premises, Landlord hereby reserves the right for itself, and its duly authorized agents and representatives, at all reasonable times, to enter upon the Premises for the purpose of inspecting the same and showing the same to any prospective tenant, purchaser or encumbrancer, and for all other reasonable purposes. Nothing contained herein shall imply or impose any duty on Landlord to inspect the Premises.

26. **TERMINATION OF LANDLORD'S LIABILITY.** The term "Landlord" as used in this Lease shall mean only the owner or owners at the time in question of Landlord's interest in the Premises and in this Lease and in the event of any transfer or assignment of such interest and, provided the assignee or transferee expressly assumes the obligations of Landlord hereunder from and after the date of such assignment or transfer, the Landlord herein named (and in case of any subsequent assignment or transfer, the then assignor or transferor) shall be automatically discharged and relieved from all obligations and liabilities hereunder, except those liabilities and obligations arising or accruing prior to such assignment or transfer.

27. **MISCELLANEOUS PROVISIONS.**

27.1 **Relationship of the Parties.** Nothing herein shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that no provision herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of landlord and tenant.

27.2 **Surrender.** Upon the expiration or termination of this Lease, Tenant agrees to peaceably and promptly surrender possession of the Premises to Landlord in as good condition as existed at the commencement of the Original Term and upon completion of Tenant's Improvements, subject to reasonable wear and tear.

27.3 **Holdover.** In the event Tenant holds over, following the expiration or termination of this Lease, Tenant shall be deemed to be occupying the Premises as a month-to-month tenant, and shall pay as rent a sum equal to (i) \$10,000. per Month and (ii) such other charges as are payable hereunder, pro-rated on a monthly basis. In no event shall such holding over be deemed to create a tenancy from year-to-year nor shall either Landlord or Tenant have the right to create such a tenancy.

27.4 **Remedies Not Exclusive.** The various rights and remedies herein contained and reserved to each of the Parties, except as herein otherwise expressly provided, are not exclusive of any other right or remedy of such Party but are cumulative and in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy by either Party shall impair any such right power or remedy or be construed as a waiver of any default or nonperformance or as acquiescence therein.

27.5 **No Presumption.** This Lease shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either Party. Each Party represents and warrants to the other Party that they have been represented by and have had the opportunity to consult with legal counsel in connection with the review, negotiation and execution of this Lease.

27.6 **Headings.** The headings of the Sections contained herein are for convenience only and do not define, limit, or construe their contents.

27.7 **Pronouns.** When required by context, the singular includes the plural, and the neuter gender includes a person, corporation, firm or association.

27.8 **Severability.** If any term or provision of this Lease, or the application of it to any person or circumstance, shall to any extent be held by a court in an action between the Parties or otherwise affecting this Lease to be invalid or unenforceable the remainder of this Lease or the application of such term or provision to persons or circumstances, other than those to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

27.9 **No Other Agreements.** The terms set forth in this Lease are intended by the Parties as a final expression of their agreement with respect to such terms and may not be contradicted or supplemented by evidence of any prior agreement or of any contemporaneous oral agreement. This Lease is intended to be a complete and exclusive statement of the terms of the agreement between the Parties and the terms of this Lease may not be explained or supplemented by evidence of consistent additional terms. This Lease may not be amended or modified by any act or conduct of the Parties or by oral agreement, unless reduced to a writing signed by both Parties.

27.10 **Successors.** All of the rights and obligations of the Parties under this Lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors, grantees and assigns of the Parties.

27.11 **Authority.** The individuals who execute this Lease represent and warrant that they are duly authorized to execute this Lease on behalf of Landlord or Tenant, as the case may be, that the Parties named are all the necessary and proper parties, and that no other signature, act or authorization is necessary to bind such entity to the provisions of this Lease.

27.12 **Governing Law and Jurisdiction.** This Lease shall be governed by and construed in accordance with the laws of the state in which the Premises is located. The parties consent to the exclusive jurisdiction of the Third Judicial District Court in and for Salt Lake County, Utah.

30.13 **Recording.** Tenant shall not record this Lease without the written consent of Landlord; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum or so-called "short form" of this Lease for the purpose of recordation. Said memorandum or short form of this Lease shall describe the parties, the Leasehold Premises, the term of this Lease, and special provisions, and shall incorporate this Lease by reference.

30.14 **Security.** Tenant is responsible for the security of the portion occupied by the Tenant. Any loss or damage of any stored items or office equipment and any other property belonging to the Tenant is the sole responsibility of the Tenant. Tenant must keep West Valley City and DRH Company harmless of liability.

IN WITNESS WHEREOF, the Parties have executed this Lease to be effective as of the date and year first above written.

LANDLORD:

Redevelopment of Agency West Valley
City, a body politic of the State of Utah

Date: _____

By: _____

TENANT:

Daniel Gill

Date: ¹⁰⁴ 4/13/15 _____

By: *Daniel Gill*

Date: 4/13/15 _____

Daniel Gill