

## INTERLOCAL COOPERATIVE LEASE AGREEMENT

**THIS INTERLOCAL COOPERATIVE LEASE AGREEMENT** (this “Lease”) is made and entered into effective June 21, 2023 by and between the North Tooele Fire Protection Service District, a Utah local service district (“Landlord”) and City of Erda, a Utah municipality (“Tenant”).

### RECITALS:

- A. Landlord owns the Erda Fire Station, located at 2163 W. Erda Way, Erda, Utah, Utah (“Premises”).
- B. Tenant desires to lease the Premises from Landlord.
- C. Landlord is willing to lease the Premises to Tenant on the terms and conditions hereinafter set forth.
- D. Pursuant the Interlocal Cooperative Act, Utah Code Ann. § 11-13-1, *et seq.* (the “Act”), the parties desire to enter into this Lease to describe and delineate the scope of their mutual cooperation as to the matters addressed herein.

### AGREEMENT:

Now therefore, in consideration of the Premises, the mutual covenants and promises herein set forth, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

#### **ARTICLE I** **PREMISES**

***Section 1.1. Description of the Premises.*** The Premises consists of the Erda Fire Station, located at 2163 W. Erda Way, Erda, UT and associated parking lot area.

***Section 1.2. Agreement to Let.*** Landlord, in consideration of the rents, terms, covenants and agreement hereinafter set forth on the part of Tenant to be paid, kept, and performed, hereby grants, demises, and lets, and Tenant hereby takes and hires from Landlord on the terms, covenants, provisions and other agreements hereinafter provided, the Premises to have and to hold during the Lease Term (defined below). Provided, however, Tenant shall not allow activities, meeting, parking of vehicles, etc. to interfere with Landlord’s use of the Premises for fire protection and related emergency and public safety purposes, and Tenant shall coordinate the timing and scope of Tenant’s uses with Landlord to avoid such interference. Other than a leasehold interest, as described herein, Tenant shall not and does not obtain any other ownership or interest in the Premises by this Lease.

## **ARTICLE II**

### **LEASE TERM**

**Section 2.1. Lease Term.** The term of this Lease (the "Lease Term") shall commence on July 1, 2023 (the "Commencement Date"), and shall terminate at 11:59:59 p.m. on June 30, 2024, provided, however, either party may terminate this Lease on 90-day notice to the other party or due to the default of the other party, subject to Article 10.

**Section 2.2. Holding Over.** If at the expiration or earlier termination of this Lease, Tenant remains in possession of all or part of the Premises for any reason whatever, with or without Landlord's express or implied consent, the tenancy by which Tenant shall hold the Premises shall be for month-to-month only and shall not be a renewal or extension of this Lease for any future term. In such case, in the absence of a written agreement to the contrary signed by Landlord, the monthly rent due hereunder shall be at the same rent as provided below. Otherwise, such month-to-month tenancy shall be subject to every other term, covenant and condition contained in this Lease.

## **ARTICLE 3**

### **RENT AND PAYMENTS**

**Section 3.1. Rent During the Lease Term.** Throughout the Lease Term, Tenant shall pay to Landlord as monthly rent for the Premises in the amount of \$400.00 per month. Monthly rent shall be payable in advance on the first day of each month throughout the Lease Term, commencing on July 1, 2023. Otherwise, all rent payments hereunder shall be paid by Tenant without deduction, offset, prior notice or demand, at Landlord's office as set forth above, or at such other place as Landlord may from time to time designate in writing.

**Section 3.2. Past Due Rent and Other Charges.** If Tenant fails to pay any rent of other charges that are due under the terms of this Lease within fifteen (15) days after Landlord's written demand, the Tenant shall pay Landlord a late charge that is equal to ten percent (10%) of such amount. Any interest and late charges that are payable under this section 3.2 shall be deemed to be additional rent due under this Lease.

**Section 3.3. Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of a lesser amount than the rent provided for in this Article 3 shall be deemed to be other than on account of the earliest rent that is then due and owing hereunder. No endorsement or statement on any check or any letter accompanying any check or payment as rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

## **ARTICLE 4**

### **IMPROVEMENTS AND FIXTURES**

**Section 4.1. Tenant's Optional Improvements.** Tenant may, with Landlord's prior written consent (which consent is in Landlord's sole, subjective discretion), but at Tenant's sole cost and expense, in good and workmanlike manner make such alterations to the interior of the Premises as

Tenant reasonably may require for its permitted use of the Premises. No such alterations or repairs shall materially alter the basic character, or weaken, any part of the Premises. Any approved improvement that is movable or removable without damage to the structure or character of the Premises shall remain the property of Tenant. Any approved improvement that cannot be so removed, or that becomes permanently attached such as to become a fixture of the Premises, may become the property of Landlord, in Landlord's sole discretion, without further compensation to Tenant.

**Section 4.2. Trade Fixtures.** Tenant shall be entitled to use and keep on the Premises any trade fixtures, personal property, portable interior partitioning, furniture and equipment necessary and appropriate for the conduct of Tenant's permitted activities, subject to the following conditions:

(a) Removal of Trade Fixtures During Lease Time. At any times during the Lease Term while Tenant is not in default, Tenant may remove from the Premises its fixtures, personal property, furniture and equipment (collectively, the "FF&E") that is practically removable. At all times, and under all circumstances, regardless of default, Tenant shall retain absolute ownership of and shall have the unilateral right to move, remove, and relocate any property that is essential or critical to the operation of Tenant as a municipality or that would impair the rights of third parties if no longer owned or retained by Tenant, including, but not limited to, government records, electronic or physical storage devices of government records, and official applications and other materials submitted to Tenant that seek to obtain any type of approval, permit, or license from Tenant.

(b) Removal of Tenant's Fixtures, Etc. Upon Termination of Lease. At the termination of this Lease, and if Tenant is not then in default of any covenant or conditions of this Lease, then Tenant shall be allowed to remove all or any of the FF&E that is practically removable, provided that all marring or defacing of, or damages to, the Premises that occurs during such removal shall be promptly repaired at Tenant's expense in a competent, workmanlike and finished manner. At all times, and under all circumstances, regardless of default, Tenant shall retain absolute ownership of and shall have the unilateral right to move, remove, and relocate any property that is essential or critical to the operation of Tenant as a municipality or that would impair the rights of third parties if no longer owned or retained by Tenant, including, but not limited to, government records, electronic or physical storage devices of government records, and official applications and other materials submitted to Tenant that seek to obtain any type of approval, permit, or license from Tenant.

## **ARTICLE 5**

### **TAXES, ASSESSMENTS AND UTILITIES**

**Section 5.1. General Statement of Responsibility.** Except as otherwise specified in this Lease, the parties intend that the rent payments due hereunder be absolutely net to Landlord, so that this Lease shall yield net to Landlord the rent as provided herein, and that all costs and expenses relating to the Premises shall be paid by Tenant, and Landlord shall be indemnified by Tenant from and against the same, unless such costs or expenses are expressly described herein as

being paid by Landlord. Nothing herein contained, however, shall be deemed to require Tenant to pay or discharge any liens or mortgages or encumbrances of any character whatsoever which may presently exist or hereafter be placed on the Premises by the act or neglect of Landlord.

**Section 5.2. Taxes and Assessments.** The Premises are exempt from any and all real estate taxes levied against the Premises as well as Tenant's own personal property taxes, use taxes, license fees, and all other taxes, fees and charges incurred by Tenant pursuant to its use of the Premises.

**Section 5.3. Utilities.** Throughout the Lease Term, Landlord shall timely pay all charges and expenses for utility services for the Premises including, but not limited to, expenses and charges for heat, light, water, telephone, internet, cable/satellite TV, garbage removal and sewer services. Landlord shall not collect from or impose on Tenant any such expenses or costs.

## **ARTICLE 6**

### **LIABILITY INSURANCE; INDEMNIFICATION**

**Section 6.1. Applicability of Governmental Immunity Protection.** Notwithstanding the provisions contained in this Article, in the event of claims, demands or suits of any nature against any party to this Agreement, each party hereto may assert any and all defenses that may be alleged or pleaded in the defense of said claim, demand or suit, including all immunities available, including those contained in the Utah Governmental Immunity Act. Nothing herein waives any right or immunity they may have, including those contained in the Utah Governmental Immunity Act.

**Section 6.2. Obligation of Tenant to Maintain Insurance.** Tenant covenants and agrees, at its sole cost and expense throughout the Lease Term, to obtain, keep and maintain in full force and effect for the mutual benefit of Landlord, Tenant, and such additional individuals as may be designated in writing by the parties, a broad form comprehensive liability insurance policy or policies (hereinafter collectively referred to as the "Liability Policy") against claims for damage or injury to persons or property arising out of the use or occupancy of the Premises. The Liability Policy shall name Landlord as an additional insured and shall be maintained on the minimum basis Two Million Dollars (\$2,000,000), for damage to property, Two Million Dollars (\$2,000,000) for bodily injury or death or any one person in any one accident, and an aggregate of Four Million Dollars (\$4,000,000) for bodily injury to or death of more than one person in one accident. If in the future Landlord reasonably determines that the insurance limit provided for in this section 6.2 is insufficient, either as a result of inflation, changes in governmental immunity, or as a result of an increase in recoveries by plaintiffs in the types of litigation against which the Liability Policy provides protection, then Tenant shall increase the limits of the Liability Policy to reasonably higher levels to be specified by Landlord in a written notice to Tenant. A duplicate original, certified or binder of the Liability Policy shall be furnished to Landlord at least annually and, in any event, on Landlord's demand. The Liability Policy shall contain an affirmative statement by the insurer that such policy shall not be canceled without thirty (30) days prior written notice to Landlord.

**Section 6.3. Release from Liability.** Subject to the provisions of this Lease, Tenant covenants and agrees that from and after the Commencement Date and throughout the Lease Term, Landlord shall not be liable or responsible for damages for any personal injury or injuries, death(s), damages or losses of any person(s) or property that may be suffered or sustained by Tenant or its subtenant(s), if any, or any of their respective agents, servants, employees, patrons, customers, invitees, visitors, licensees and concessionaires or by any other person or persons in, or on about the Premises or any part thereof, arising from Tenant's failure to keep or cause to be kept the Premises in good condition and repair or arising from the use of occupancy of the Premises by Tenant or its subtenant(s) or any of their respective agents, servants, employees, patrons, customers, invitees, visitors, licensees or concessionaires.

**Section 6.4. Indemnification.** Except for claims that may have arisen prior to July 1, 2023 against Landlord unless such claims arise out of a prior lease or similar agreement between Landlord and Tenant regarding the Premises, Tenant shall indemnify and hold Landlord harmless from and against any and all claims, actions, liabilities, costs and expenses (including attorneys' fees) for damages, losses, injuries or death to persons or damages or losses to property which may be imposed upon or incurred by or asserted against Landlord as to any of the matters, provisions and conditions set forth in this Lease; provided, however, that such indemnification shall not extend to any misconduct by Landlord, its agents or its employees that is either negligent, grossly negligent, or intentional in nature.

## **ARTICLE 7**

### **MAINTENANCE AND USE**

**Section 7.1 Acceptance of Premises.** Tenant has inspected the Premises and accepts the Premises in its condition as of the date of this Lease.

**Section 7.2. Tenant's Maintenance and Repair Obligations.** Tenant shall, at all times throughout the Lease Term at its own cost and expense repair, replace, and maintain in a good, safe, clean and attractive condition, the portion of the Premises used by Tenant that are not Landlord's maintenance and repair obligations under this Article 7.

Landlord shall have the right (but not the obligation) at any time during the Lease Term to provide (by itself or through a third party) specified maintenance services to the Premises that otherwise would be Tenant's obligation to perform under this Article 7. If Landlord so elects in writing to Tenant, Tenant thereafter shall promptly pay the reasonable charges for such services within fifteen (15) days after Tenant's receipt of an invoice for such services.

Landlord shall, at all times throughout the lease term at its own cost and expense, pay for any and all labor, materials and other costs relating to repair, maintenance and/or necessary replacement of the roof, foundation, footings, walls, structural components, glass, light fixtures, electrical wiring, plumbing, air condition and heating systems, and other items that require a licensed contractor to maintain repair.

**Section 7.3. Landlord's Maintenance and Repair Obligations.** Landlord shall be responsible for the maintenance and repairs of the parking lot and all other portions of the Premises

not used by Tenant in a good, clean and operable condition, making such repairs and replacements as may be required to maintain the Premises in such condition. Landlord shall maintain in a good, attractive condition the landscaped and other outside areas of the Premises, including without limitation, cutting and watering lawns, trimming and watering shrubs, removing weeds from all parking areas; fertilizing lawns, shrubs and growing areas, weeding all growing areas and removing snow and ice from all sidewalks, drive areas and parking lots on the Premises; and minor sprinkler system repairs.

**Section 7.4. Use.** Tenant shall use the Premises as City Offices and City Hall purposes. Tenant may not subject the Premises to any other type of use without Landlord's prior written consent, which Landlord may withhold in its sole, subjective discretion.

Specific requests for usage by the tenant include:

City Council Meetings, both regular and special, Hearings, and Workshops (dates to be determined by the Tenant and scheduled with the Landlord, generally held on Wednesday evenings)

Key fobs for 5 City Council members and 1 for the City Recorder

Planning and Zoning Commission Meetings, both regular and special, Hearings, and Workshops (to be determined by the Tenant and scheduled with the Landlord, generally held on Monday evenings)

Day use of Premises for City Recorder to use at least once a week for ½ day for office hours

Office Space to store fire safe, filing cabinet, tables, computer and recording equipment, etc

Posting of public notices

**Section 7.5. Waste and Nuisance.** Tenant shall not commit any waste upon the Premises and shall not conduct any activity on the Premises that is or becomes unlawful, prohibited or a nuisance or that may cause damage to Landlord, to occupants of the vicinity or to other third parties.

**Section 7.6. Compliance with Laws.** Tenant shall comply with and abide by all laws, ordinances, rules, and regulations of all municipal, country, state and federal authorities that are now in force or that may hereafter become effective with respect to the use and occupancy of the Premises.

**Section 7.7. Right to Enter.** Landlord, its agents and its other representatives shall have the right without abatement of rent to enter upon the Premises or any part thereof at all reasonable hours upon reasonable notice to Tenant for the purpose of inspecting the same and making such repairs and alterations to the Premises as may be necessary for the maintenance, safety and repair thereof.

## **ARTICLE 8**

### **SUBLEASES, ASSIGNMENT AND TRANSFERS**

Tenant shall not assign this Lease or sublet the whole or any portion of the Premises without Landlord's prior written consent, which Landlord may withhold in its sole, subjective discretion.

**ARTICLE 9**  
**SURRENDER OF PREMISES**

Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in the same conditions as they existed upon delivery of possession thereof under this Lease, reasonable wear and tear alone excepted. Tenant shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, remaining or left in the Premises. Further, Tenant shall promptly remove or cause to be removed from the Premises at Tenant's expense, any signs, notices and displays placed thereon by Tenant. Before surrendering the Premises as aforesaid, Tenant shall also remove all its FF&E and fixtures and other personal property and shall repair any damage to the Premises caused by such removal, all as provided in and subject to the provisions of Article 4 above. Tenant's obligations to observe and perform these covenants shall survive the expiration or other termination of this Lease.

**ARTICLE 10**  
**DEFAULT; REMEDIES**

***Section 10.1. Default by Tenant.*** The following-listed occurrences, and any of them, shall be events of default ("Events of Default") by Tenant under this Lease.

(a) *Payments to Landlord.* Tenant's failure to pay when due any payment required to be paid to Landlord hereunder including, but not limited to, rent payments, and such failure shall continue fifteen (15) days after written notice by Landlord or Tenant; or

(b) *Payments to Others.* Tenant's failure to pay any amounts herein required to be paid by it to other parties within the applicable time periods, and such failure shall continue fifteen (15) days after written notice by Landlord to Tenant; or

(c) *Bankruptcy or Termination of Operations.* The voluntary or involuntary declaration by Tenant or against Tenant of bankruptcy or termination of operation as a police department; or

(d) *Failure to Repair or to Maintain.* Tenant's failure to make any required repairs or maintenance to the Premises within fifteen (15) days after notice from Landlord to do so; provided, however, that if Tenant proceeds with due diligence during such fifteen (15) days to cure such default, it is unable by reason of the nature of the work involved or action required or unavoidable delays to cure the same within said fifteen (15) days then the time to so cure shall be extended by an additional period not to exceed a reasonable time; or

(e) *Other Defaults.* Tenant's failure in the performance or observation of any other agreements of this Lease to be kept, observed or performed by Tenant and such failure shall continue for thirty (30) days after written notice by Landlord to Tenant; provided, however, that if Tenant proceeds with due diligence during such thirty (30) days to cure such default, and it is unable by reason of the nature of the work involved or action required or unavoidable delays to

cure the same within said thirty (30) days, the time to so cure shall be extended by an additional period not to exceed a reasonable time.

**Section 10.2. Landlord's Remedies.** Upon the occurrence of an Event of Default, Landlord shall provide at least twenty (20) days' additional written notice and opportunity to cure to Tenant. If such default thereafter remains uncured, then Landlord shall have all of the rights and remedies available to it under applicable law.

Notwithstanding any provisions hereof to the contrary, no re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed as an election by a court of competent jurisdiction.

In addition to the foregoing remedies, if Tenant fails to timely repair or maintain the Premises as provided herein, then, upon expiration of any applicable "cure" period specified herein, Landlord may, at its option, enter upon the Premises, perform such repairs or maintenance, and charge to Tenant the actual costs thereof plus twenty percent (20%) thereon for overhead and supervision which Tenant shall pay within fifteen (15) days after receipt of a bill therefor.

**Section 10.3. Default by Landlord; Tenant's Remedies.** Landlord shall be in default hereunder if it fails to fulfill any of the covenants and conditions as herein provided by be performed by Landlord within thirty (30) days of Tenant's written notice of the default to Landlord, or such longer period of time as may be reasonably necessary to cure the default if it is impossible or impracticable to cure the same within thirty (30) days; provided, however, that if the nature of the problem presents a serious hazard or emergency, Landlord shall perform its obligations as immediately as possible under the then circumstances. If Landlord defaults hereunder and such default is not cured as provided above, then, in addition to any other rights and remedies available to Tenant under applicable law, Tenant shall be entitled to perform the obligations and be reimbursed by Landlord for the sum it actually expends in the performance of Landlord's obligations or to withhold rent for such sums, provided that Tenant shall first submit written invoices or other documentation describing and detailing the sums to be so reimbursed or withheld. In no event shall Landlord's liability to Tenant under this Lease in the event of a default by Landlord exceed the then value of Landlord's equity in the Premises.

## ARTICLE 11

### HAZARDOUS SUBSTANCES/WASTES

**Section 11.1. No Hazardous Materials.** Tenant hereby represents warrants and certifies that, during the entire period of tenant's occupancy of the Premises, Tenant shall not permit, authorize, cause, or allow any disposal, release or threatened release of hazardous substances or hazardous wastes on, from or under the Premises. For purposes of this Lease, the terms "disposal," "release," "threatened release," and "hazardous wastes" shall mean and include any hazardous, toxic or dangerous waste, substance or material, or any disposal, discharge or release, or threatened release or any defined as such in (or for the purposes of) the Federal Comprehensive Environmental Response, Compensation and Liability Act, or any other federal, state or local

statute, law, ordinance, code, rule, regulation, order or decree, relating to any hazardous, toxic or dangerous wastes, substances or materials, as now or at any time hereafter in effect (the "Environmental Laws").

**Section 11.2. Environmental Inquiries.** From and after the date of this Lease, Tenant shall immediately notify Landlord of the occurrence of any inquiries, on-site inspections, or the like by any federal or state governmental agency or entity relating to Tenant's or the Premises' compliance with the applicable Environmental Laws. If any such inspection or inquiry results in a notice of violation of one or more the Environmental Laws or the like, Tenant shall promptly notify Landlord of such violations (including providing to Landlord a photocopy of any written findings, notice, order or the like), and Tenant shall immediately undertake all action necessary to remedy and cure any such violations attributable to a breach of Tenant's obligations under section 11.1 above.

**Section 11.3. Indemnification.** Tenant shall indemnify and hold harmless Landlord ( and any successors to Landlord's interest in the chain of title to the Premises) from and against (a) any and all claims, damages and liability arising in any way in connection with the presence, use, storage, disposal, or transfer by Tenant or by any person taking an interest in the Premises by, through, or under Tenant of any hazardous materials on, under, from or about the Premises, including, without limitation, all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage or disposal of hazardous materials by Tenant or any person taking an interest in the Premises by, though, or under Tenant, and (b) all costs of any required or necessary repair, cleanup, or detoxification, whether such action is required or necessary prior to or following the termination or earlier expiration of this Lease, to the full extent that such action is attributable, directly or indirectly to the presence or use, generation, storage or release, threatened release or disposal of hazardous materials onto the Premises by Tenant or by any person taking an interest therein by, through or under Tenant. Tenant's obligations pursuant to the foregoing indemnification shall survive the expiration or earlier termination of this Lease.

**Section 11.4. Current Compliance.** Landlord hereby represents to tenant that, to the best of Landlord's current actual knowledge, but without any due diligence, as of the date of this Lease the Premises complies with all Environmental Laws.

**ARTICLE 12**  
**GENERAL**

**Section 12.1 Notices.** Any notice, demand, request or other instrument (collectively referred to herein as the "Notice") required or permitted under this Lease to be given or transmitted between the parties shall be either personally delivered or mailed postage prepaid by certified or registered mail, addressed as follows:

Tenant:           City of Erda  
                      Erda, Utah \_\_\_\_\_

Landlord:        North Tooele Fire Protection Service District  
                      179 Country Club  
                      Stansbury Park, UT 84074

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

**Section 12.2. Quiet Enjoyment.** Landlord covenants that so long as Tenant performs all of its obligations under this Lease, Tenant shall peacefully and quietly have, hold and enjoy the Premises for the term of this Lease.

**Section 12.3. Waiver.** The Failure of a party to insist in one or more instances upon a strict performance of any of the other party's obligations under this Lease or to exercise any option or right given to the party hereunder shall not be construed as a waiver or relinquishment or any right, remedy or option under this Lease. If a party does waive any breach of any term, covenant or condition contained in this Lease, such waiver shall not be deemed to be a waiver of any subsequent breach of the same term, covenant or condition or any other term, covenant or condition contained in this Lease. The acceptance of rent under this Lease by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by a party unless such waiver is in writing signed by that party.

**Section 12.4. Entire Agreement and Modification of Agreement.** This Lease and the exhibits and/or addenda attached hereto and forming a part hereof set forth all the covenants, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenant, agreements, conditions or understandings, either oral or written, between Landlord and Tenant other than those that are herein set forth. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the parties unless reduced to writing and signed by them.

**Section 12.5. Captions and Section Numbers.** The caption and section numbers occurring in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such section of this Lease.

**Section 12.6. Number and Gender.** Words in the neuter gender as used in this Lease shall be deemed to include the masculine and feminine genders, and words in the singular shall be held to include the plural whenever the sense requires.

**Section 12.7. Savings Clause.** If any provision of this Lease or the application thereof to any person or circumstance shall be found to be illegal or void to any extent, then the remainder of this Lease, or the application of the provisions of this Lease to persons or to circumstances other than those to which it is held invalid and unenforceable, shall nevertheless continue in force and effect to the fullest extent possible.

**Section 12.8. No Option.** The submission of this Lease to a prospective tenant for examination does not constitute a reservation of or option for the Premises. This Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and Tenant.

**Section 12.9. Time of the Essence.** Time is the essence of this Lease.

**Section 12.10. Force Majeure.** Either party to this Lease shall be excused for the period of any delay in the performance of any obligations that are required hereunder, other than an obligation to pay rent or other monies, when prevented from doing so by cause or causes beyond its control, including labor disputes, civil commotions, war, governmental regulations or controls, fire or other casualty, weather, inability to obtain any material services or acts of God.

**Section 12.11. Broker's Commission.** Landlord and Tenant each represent and warrant to the other that there are no claims for brokerage commissions or finder's fees in connection with this Lease. Each party shall indemnify the other party hereto against all liabilities arising from any such claim that may be made through the indemnifying party, including any attorney's fees connected therewith.

**Section 12.12. Governing Law.** The laws of the state of Utah shall govern the validity, performance, interpretation and enforcement of this Lease and the obligations that are contained herein.

**Section 12.13. Liability.** All of Tenant's obligations under this Lease shall be the joint and several obligations and liabilities of each of the parties from time-to-time composing Tenant, its successors and assigns.

**Section 12.14. Exhibits and Addenda.** All exhibits and/or addenda attached hereto shall be considered to be fully integrated into and made a part of this Lease as if such exhibits and/or addenda were fully and completely set forth herein.

**Section 12.15. Recording.** Tenant shall not record this Lease or a memorandum hereof, nor shall Tenant record any other document against title to the Premises, without Landlord's prior written consent.

**Section 15.16. Authority.** Each individual executing this Lease does thereby represent and warrant to each other person(s) so signing (and to each other entity for which another person may be signing) that he has been duly authorized to execute and deliver this Lease in the capacity and for the entity indicated.

**Section 12.17. No Partnership.** Landlord does not by this Lease, in any way or for any purpose, become a partner or joint venture of Tenant.

**Section 12.18. Counterparts.** This Lease may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise but one and the same instrument.

**Section 12.19. Condemnation.** Tenant is not exercising the power of eminent domain, right of condemnation, right of purchase, or other similar proceeding with respect to the Premises.

**Section 12.20. No Interlocal Entity.** Pursuant to Utah Code Ann. § 11-13-206, the parties agree that they do not by this Agreement create an Interlocal entity or provide for any other organization changes to the respective parties or to otherwise enter into any joint venture, partnership, or other relationship other than that of landlord and tenant.

**Section 12.21. Joint Board.** Pursuant to Utah Code Ann. § 11-13-207, the parties agree that the cooperative undertaking under this Lease shall be administered by a joint board ("Board") consisting of the Landlord's mayor or designee and the Tenant's council chair or designee. Any real or personal property used in the parties' cooperative undertaking hereunder shall be acquired, held, and disposed of as determined by such Board and as set forth in this Lease. The Board's powers shall be to coordinate and implement the terms and provisions of this Lease, and to serve as a method of resolving disputes and concerns that arise between the parties. The creation of the Board shall not restrict the rights and obligations of the parties as set forth in this Lease.

**Section 12.21. Financing.** Pursuant to Utah Code Ann. § 11-13-206, each party shall be separately responsible for budgeting for and financing its respective obligations under this agreement. The parties do not intend by this Lease to enter into any joint financing arrangement.

**IN WITNESS WHEREOF,** Landlord, by resolution duly adopted by its council, a certified copy of which is attached hereto, caused this Lease to be signed by its mayor or designee and attested by its recorder; and Tenant, by resolution adopted by its board, caused this Lease to be signed, all on the day and year appearing below their respective signatures.

**LANDLORD:**

North Tooele Fire Protection Service District

By: Fire Chief

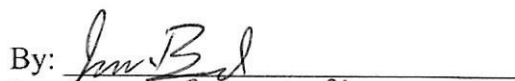
**ATTTEST:**

  
\_\_\_\_\_

Date Signed: 6/21/2023

**TENANT:**

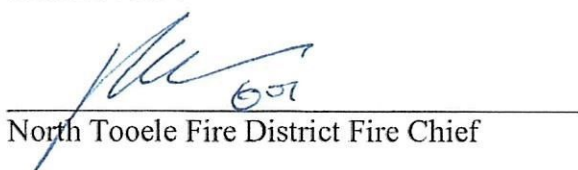
**CITY OF ERDA**

By:   
Its: City Council Chair

**ATTEST:**

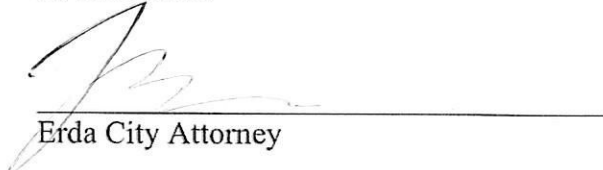
  
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APPROVED:

  
\_\_\_\_\_

North Tooele Fire District Fire Chief

APPROVED:

  
\_\_\_\_\_

Erda City Attorney