

Justin Johnson
722-7167

1/1/14

AGREEMENT OF LEASE

BUILDING OCCUPANCY AGREEMENT

Old City Firehouse

THIS AGREEMENT OF LEASE (hereinafter referred to as this "Lease"), made this **first** day of January, 2014, by and between ROOSEVELT CITY CORPORATION, a municipality, located in Roosevelt City, Duchesne County, State of Utah, hereinafter referred to as "Landlord", and UINTAH BASIN MEDICAL CENTER (hereinafter referred to as "Tenant"),

WHEREAS, Roosevelt City owns property located on the corner of State Street and Lagoon Street on which a building is located known as the "Old City Firehouse"; and

WHEREAS, Uintah Basin Medical Center has previously leased the premises under a different agreement; and

WHEREAS, Uintah Basin Medical Center currently occupies the premises where it operates the Roosevelt Emergency Medical Technician's Ambulance Service; and

WHEREAS, Uintah Basin Medical Center desires to continue occupancy of the property for its Ambulance Service; and

WHEREAS, the health, safety and welfare of the residents of and visitors to Roosevelt City, and the surrounding area, are best served by the continued operation of the Ambulance Service; and

WHEREAS, Roosevelt City and the Uintah Basin Medical Center desire to join in the execution of this Lease to formalize the tenant occupancy under the terms of this agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual entry into this Lease by the parties hereto, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each party hereto, Roosevelt City hereby leases Uintah Basin Medical Center and Uintah Basin Medical Center hereby leases from Roosevelt City, in "**AS IS**" condition, the property currently owned by Roosevelt City known as the "Old Firehouse."

UPON THE TERMS AND SUBJECT TO THE CONDITIONS which are hereinafter set forth:

1. **TERM** - This Lease will become effective beginning January 1, 2014 and will terminate December 31, 2018 for one five (5) year period. At or near the conclusion of the initial five (5) year term this Lease shall be reviewed by both parties and may be renewed upon mutual agreement for an additional five (5) year term.

2. **COMPENSATION** – Because the proposed use serves the public health, safety and welfare of the community and because Tenant is a not for profit organization serving the medical needs of the community no Fee shall be charged to the Tenant by the Landlord provided that the tenants use is consistent with the terms of this agreement.

3. **USE OF PREMISES** – The property shall be used for Roosevelt Emergency Medical Technician's Ambulance Service. Tenant shall not at any time during the Term, use, or permit the use of the property for any other purpose.

4. **MAINTENANCE** – Tenant agrees to maintain this facility during the term of this agreement, including utilities, repairs, maintenance, and any other work necessary to keep the facility inhabitable. Tenant further agrees to maintain the exterior of the building in an attractive condition. If at any time during this agreement, the Roosevelt City Council, by majority vote, declares the property to be a hazard or if the property deteriorates to the point that it detracts from the beauty of the surrounding area as determined by a majority vote of the Roosevelt City Council, Tenant agrees to remedy such concerns within sixty (60) days after receiving written notice to do so by Landlord.

5. **HOLD HARMLESS** – Tenant shall defend, indemnify, and hold harmless Landlord from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of Tenant's or Tenant's guests, invitee's or licensee's use of the premises regardless of whether said use is allowed under this agreement or otherwise. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to Landlord for all legal expenses and costs incurred by it.

6. **SUBLETTING OR ASSIGNING** – Tenant agrees not to assign or sublet the property, or any part thereof, without the express written consent of the Landlord.

7. **CONDITION OF PROPERTY** – Tenant acknowledges that the property has been inspected. Tenant promises to keep the property in a neat and sanitary condition and to immediately reimburse the Landlord for any sums necessary to repair any item, fixture or appurtenances that needs service due to Tenant's, or Tenant's guests, invitee's or licensee's, misuse or negligence. Tenant acknowledges and agrees that it shall use its best reasonable efforts to refrain from any operation or practice that will injure the premises.

8. **NUSANCES, NOISES AND DISRUPTIVE ACTIVITIES** – Tenant shall keep the property free of any and all Nuisances as identified by Roosevelt City Ordinances as amended. Furthermore, Tenant or its guests, invitees, licensee's and its or their equipment shall not unreasonably, taking into consideration the nature of the use, disturb, annoy, endanger or inconvenience neighbors, the Landlord or its agents, or workmen nor violate any law, nor commit or permit waste or nuisance in or about the property.

9. **LANDLORD'S RIGHT OF ENTRY** – Landlord may enter and inspect the property at any time with or without notice. Entry into any building or structure will require twenty four (24) hours' notice. Landlord is permitted to make any alteration, repairs and maintenance that in Landlord's judgment is necessary. If the work performed requires that Tenant temporarily vacate the premises, than Tenant shall vacate for this temporary period.

10. **INSURANCE** – Tenant may maintain a property insurance policy to cover any losses sustained to Tenant's property. It is acknowledged that Landlord does not maintain this insurance to cover property damage or loss caused by fire, theft, rain, water overflow/leakage, acts of God, and/or any other causes. It is acknowledged that Landlord is not liable for these occurrences. It is acknowledged that Tenant's insurance policy shall solely indemnify Tenant for any losses sustained. Tenant's failure to maintain said policy shall be a complete waiver of Tenant's right to seek damages against Landlord for the above stated losses.

11. **ABANDONMENT** – If at any time during the term of this agreement the property becomes uninhabited for a period of time in excess of thirty (30) consecutive days this agreement shall terminate and Landlord may reenter and repossess the property along with any and all improvements following written notification of Landlord's intent to do so.

12. **WAIVER** – Landlord's failure to require compliance with the conditions of this agreement, or to exercise any right provided herein, shall not be deemed a waiver by Landlord of such condition or right.

13. **VALIDITY/SEVERABILITY** – If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this agreement.

14. **ATTORNEY FEES** – In the event action is brought by any party to enforce any terms of this agreement or to recover possession of the property, the prevailing party shall recover from the other party reasonable attorney fees.

15. **NOTICES** – All notices to the Tenant shall be deemed served upon mailing by first class mail, addressed to the tenant at: _____

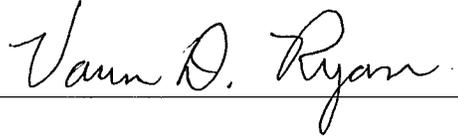
Whether or not Tenant is actually present at the time of said delivery. All notices to Landlord shall be served upon the Roosevelt City Clerk subject to all Utah State laws and legally recognized procedures.

16. **ENTIRE AGREEMENT** – The foregoing agreement, including any attachments incorporated by reference, constitutes the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party. Further, Tenant represents that Tenant has relied solely on Tenant's judgment in entering into this agreement. Tenant acknowledges having been advised to consult with independent legal counsel before entering into this agreement and has either followed or decided to waive such representation and advice. Tenant acknowledges that Tenant has read and understood this

agreement and has been furnished a duplicate original.

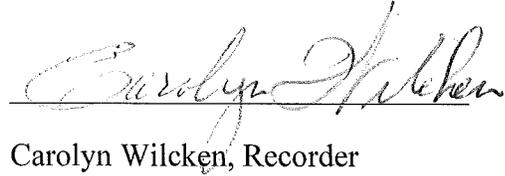
IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

ROOSEVELT CITY CORPORATION



Vaun D. Ryan, Mayor

ATTEST:



Carolyn Wilcken, Recorder

UNITAH BASIN MEDICAL CENTER



Von Johnson, EMS Coordinator

ATTEST:
