



UTAH SYSTEM OF  
HIGHER EDUCATION

# MEMORANDUM

March 21, 2024

## Mountainland Technical College – Lease Agreement

Under Utah Board of Higher Education [Policy R705, Leased Space](#), Mountainland Technical College (MTech) is requesting the Board of Higher Education approve a lease with Payson South Meadows Partners, LLC, located at 1850 West 850 South in Payson, Utah. On February 23, 2024, MTech's Board of Trustees approved this transaction to be forwarded to the Board of Higher Education.

The transaction is outlined as follows:

**1. Payson South Meadow Partners, LLC**

Lease Rate: \$28.63/square foot NNN

Annual Lease: \$713,000

Rentable Square Feet: 24,900

Term: twenty (20) years

Occupancy Date: Fall 2025

Lease Concessions:

- First year free rent
- One (1) five-year renewal
- Option for the college to purchase after ten (10) years for a predetermined price of \$12.4M

The requested lease transaction will provide additional instructional space to accommodate the growing Apprenticeship and Cosmetology programs. Entering into the lease agreement moves the Apprenticeship and Cosmetology programs from the Spanish Fork Campus and allows for a consolidated support system and proximity to other college programs and services at the Payson Campus.

### Commissioner's Recommendation

The Commissioner recommends the Board approve Mountainland Technical College to enter into a lease agreement with Payson South Meadow Partners, LLC, for the property located at 1850 West 850 South, Payson, Utah.

### Attachments

- MTech Lease Request Letter
- MTech Payson Lease Agreement
- Governmental Entity Addendum



February 27, 2024

The Honorable Geoffrey T. Landward, Esq.  
Interim Commissioner  
Utah System of Higher Education  
60 South 400 West  
Salt Lake City, UT 84101

Dear Commissioner Landward,

Under Board of Higher Education Policy R705, Leased Space, Mountainland Technical College's (MTECH) administration is requesting Board of Higher Education authorization to enter into an operating lease agreement with Payson South Meadows Partners, LLC at 1850 West 850 South, Payson, UT. This lease requires both Board of Trustee and Board of Higher Education review and approval because annual lease charges exceed the \$250,000 threshold set by policy.

This lease will provide an additional 24,900 square feet of instructional space to accommodate the growing Apprenticeship and Cosmetology programs. The space will be built to suit the programs mentioned and the construction of the space will be done to coincide with the opening of the adjacent Payson Campus in the Fall of 2025.

We are seeking approval of a twenty (20) year triple net lease at an annual rate of \$28.63 per square foot, or \$713k annually. The lease will include the first year rent free and one (1) five-year renewal. The lease also includes a clause allowing the College to purchase the facility after ten (10) years for a predetermined price of approximately \$12.4 Million if desired.

We received approval from the MTECH Board of Trustees Executive Committee at their meeting on February 23, 2024. It is anticipated the lease will begin, if approved, on May 15, 2025 or at the completion of the space.

President Christensen or I will respond to any questions you may have.

Kindest regards,

A handwritten signature in blue ink, appearing to read 'Kirt Michaelis', written over a light blue horizontal line.

Kirt Michaelis, VP Administrative Services

Attachments

# LEASE AGREEMENT

## 1. LEASE SUMMARY

- 1.01 LEASE DATE: March 5, 2024
- 1.02 LESSOR: Payson South Meadows Partners, LLC
- 1.03 LESSEE: Mountainland Technical College
- 1.04 PREMISES:  
Building Address (approx.): 1850 West 850 South  
Payson, Utah 84651  
Lot Number: 7-1  
Lessee's Leasable Area: 24,900 Square Feet
- 1.05 BUILDING LEASABLE AREA: 24,900 Square Feet
- 1.06 LESSEE'S SHARE OF BUILDING: 100.0%
- 1.07 TERM: Twenty (20) years  
Commencing on: May 15, 2025  
and terminating on: April 30, 2045
- 1.08 BASE RENT  
Year One: \$000.00 (no rent)  
Year Two: \$712,827
- 1.09 RENT INCREASES : 2% Per Annum Starting in Year Three
- 1.10 RENT DEPOSIT ( ONE MONTHS BASE RENT NON-REFUNDABLE): \$00.00
- 1.11 USE OF PREMISES: Education facility, cosmetology and apprenticeship classroom facilities
- 1.12 INSURANCE REQUIREMENTS:  
Property damage minimum: \$ 1,500,000 per accident  
Public liability: \$ 1,500,000 per accident
- 1.13 EXPENSES: Absolute Net Lease (Lessee pays all expenses)
- 1/14 OPTION TO PURCHASE : Lessee has an option to purchase the leased premises after the 10<sup>th</sup> year of occupancy for a price of \$12,369,796, based on terms and conditions contained in Addendum Two of this Lease Agreement

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WITNESSETH:

2 PREMISES

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor upon the terms and conditions contained herein the (the "Premises"), consisting of the amount of leasable area described in Section 1.04 above, which comprises all of Building 7-1 of the Red Bridge Station development located in the City of Payson, Utah County, State of Utah, which are more particularly described in Exhibit A attached hereto and made a part hereof including the tenant improvements (the "Tenant Improvements") thereon presently existing or to be constructed in accordance with Exhibit A-1, to be attached hereto and made a part hereof. As hereinafter used in this Lease, the term "Building" shall refer to the entire structure in which the Premises are located, the term "Lot" shall refer to Parcel 7-1 as shown on the Attached Exhibit B-1 and the term "Project" shall refer to the Red Bridge project as shown on Exhibit B-2. This lease confers no rights either with regard to the subsurface of the land below the ground level of the Building or with regard to airspace above the roof of the Building.

The term "Leasable Area" shall mean:

- (a) 24,900 square feet for the total building;
- (b) as to a floor leased entirely by Lessee, all areas within outside permanent Building walls, measured to the surface of the outer Building walls, including rest rooms, janitorial, telephone and electrical closets, mechanical areas, columns and projections necessary to the Building, plus Lessee's pro rata share of Common Areas in the Building.
- (c) the aggregate of the Usable Area occupied by Lessee, plus Lessee's pro rata share of Common Areas in the Building.

The term "Usable Area" shall mean all floor area in the Lessee's space, measured to the surface of the outer Building walls, to the corridor side of the corridor walls and the center of other permanent partitions, and to the center of partitions that separate the Lessee's space from adjoining tenant spaces, without deduction for columns and projections necessary to the Building.

The term "Common Areas" shall mean the areas devoted to corridors, fire vestibules, elevator foyers, lobbies, electric and telephone closets, rest rooms, mechanical rooms, janitor closets and other similar facilities for the benefit of all lessees of the particular floor and shall also mean those areas of the Building devoted to mechanical and service rooms servicing more than one floor or the Building as a whole, public lobbies, loading docks, and other similar facilities for the benefit of all lessees.

3 INITIAL TERM

The Lessor leases the "Premises" to the Lessee for an initial term specified in Section 1.07 above, unless sooner terminated as provided herein. The Lessee shall take possession of the "Premises" upon the commencement date of the lease. The Premises are to be continually used and occupied during the full term of this lease.

4 RENT

4.01. Lessee agrees to pay to Lessor at such place as Lessor may designate, without deduction, offset, prior notice or demand, and Lessor agrees to accept, as the Minimum Rent for the Premises, the annual sum indicated in Section 1.09 ("Minimum Rent"), in lawful money of the United States, payable in monthly installments in advance, on the first day of each month during the lease term commencing thirty (30) days after occupancy of the premises by the Lessee.

4.02 Lessee further agrees Lessee will be in default if monthly rent is unpaid five (5) days after rent is due, and that upon default in payment of any monthly installment of rent, without limitation to any other rights or remedy of Lessor as may apply because of such default, Lessee shall pay Lessor, as additional rent, a late charge equal to one-half of the overdue rent payment. This late charge shall be applicable to each and every monthly rent payment which is overdue.

Lessor Initials: \_\_\_\_\_

Lessee Initials: \_\_\_\_\_

The late charge for any sums due Lessor for actual Direct Costs, as mentioned in Section 4.01b, will amount to 15% of the sum due Lessor, and said late charge will be imposed on Lessee if Lessee has not paid Lessor the Section 4.01b Direct Costs thirty (30) days after the date of the statement furnished to Lessee of the actual Direct Costs.

5 RENTAL ADJUSTMENT

The Base Rent shall be increased by 2% each year starting in the third year.

Lessor shall make demand for additional sums due it pursuant to the adjustment set forth above by sending to Lessee notice by certified mail, return receipt requested, and shall afford Lessee fifteen (15) days within which to tender the additional rent before any default is declared.

6 USE OF PREMISES

Lessee will not use the Premises or any part thereof for any purpose other than described in Section 1.11 or for any purpose that is in violation of any law or legal requirement, any purpose deemed by Lessor's insurer, or by Lessor, to be extra hazardous on account of fire risk, or any purpose that will increase the existing rate of insurance on the Building or cause a cancellation of an insurance policy covering the Building. In the event that there shall be any increase in rate of the insurance on the Building or its contents by reason of Lessee's acts or conduct of business, then Lessee hereby agrees to pay such increase upon demand, in addition to any other payments provided for herein.

7 SERVICES, REPAIRS AND MAINTENANCE

Lessee shall maintain the Building, and the Premises in good repair, including, but not limited to, the roof, exterior, windows and glazing system, as well as heating, ventilation and air-conditioning ("HVAC"), mechanical, electrical, and plumbing. Lessee shall be responsible for any repairs and maintenance in connection with damage to the Premises, fixtures and improvements resulting from the negligent or willful acts of Lessee, or Lessee's employees, agents, or invitees. At the conclusion of the lease term, Lessee may remove its fixtures (except those paid from Lessee Improvement Allowance as defined in Section 37); provided Lessee is not in default of its obligations under the Lease, and that any damage to the Premises is repaired in a workmanlike manner. In addition, Lessee shall repair all damage caused by installation and removal of furniture, fixtures or property which are permitted to be removed from the Premises under the terms of this Lease. All repairs which are the obligation of Lessee shall be made in a good and workmanlike manner using high quality materials. In the event of the Lessee's failure to make any such repairs within a reasonable period of time, or in the event that the repairs are inadequate, Lessor may elect to make such repairs, and Lessee shall pay to Lessor upon demand the cost of such repairs, plus interest in accordance with Section 29 hereof.

8 Lessee shall pay for all services associated with the operation of the premises including but not limited to HVAC, water, sewer, electricity, janitorial and all other maintenance of the premises.

Lessor shall have the right at all reasonable times, during office hours and times outside of regular business hours upon twenty-four (24) hours notice except in the case of an emergency, to enter the Premises for the purpose of examining or inspecting the same, providing services or maintenance, or making such repairs or alterations therein as Lessor may reasonably deem necessary. During the last one hundred and twenty (120) days of the lease term, Lessor may show the Premises to prospective lessees.

9 EMINENT DOMAIN

If the whole or a substantial part of the property in which the Premises are located is taken (or condemned) by any competent authority under power of eminent domain, then, at either party's option to be exercised by written notice given to the other, the term hereby granted shall cease from the time when possession is taken by the condemner, and without any apportionment of the award, Lessee hereby assigning to Lessor all right and claim to the award. Lessee shall have no claim or right to any compensation for the value of its leasehold estate or for the taking of the Premises or any improvements, except for leasehold improvements

(which were paid for by Lessee and were expressly consented to by Lessor), fixtures and moving expenses, and then only to the extent that the value of such improvements, fixture and moving expenses are actually included in the award. The current rent shall be apportioned upon the termination of the Lease.

As used herein a "substantial part" of the property shall mean in excess of 10% of the Building or Premises. If less than 30% of the Building and/or Premises is taken by condemnation, and Lessee agrees, within ten (10) business days of its receipt of evidence of the notice of taking, to contribute the cost of restoring the condemned property (in excess of the condemnation award) to a Usable condition, Lessee's election shall cause the Lease term to be continued; and thereafter Lessor shall cause appropriate repairs to be made. Lessee's share of the excess costs shall be due and payable upon completion of construction. Lessee will replace promptly, at its expense, with glass of like kind and quality, any plate glass or window glass in the Premises that may be broken. Lessee shall maintain the Premises free of insects, rodents, vermin and other pests. During the day, Lessee will not permit undue accumulations of garbage, trash, rubbish or other refuse, and will keep such refuse in proper containers on the interior of the Premises until Lessee causes disposal of such refuse. Lessee shall cause garbage, trash, rubbish or other refuse to be removed from the Premises.

Throughout the Lease term Lessee shall preserve the Premises and keep them free from waste or nuisance, and shall deliver up the Premises at the termination of this Lease in good condition, reasonable wear and tear, and damage by fire, tornado, or other casualty excepted. Lessee shall keep the Premises in good repair, and shall at its sole cost and expense make all needed alterations and replacements, including nonstructural repairs and alterations required to be made to the Building in general.

If any maintenance or repairs required to be made by Lessee hereunder are not made within ten (10) days after written notice delivered to Lessee by Lessor, or Lessee fails to reasonably maintain the Premises as herein provided, Lessor may, at its option, make such repairs, and Lessee shall pay to Lessor upon demand, as additional rent hereunder, the cost of such repairs plus interest at the rate per annum provided for in Section 29 from the date of payment by Lessor until paid by Lessee.

10 ALTERATIONS

Lessee will not make or permit anyone to make any alterations, improvements or additions in or to the Premises, or install any equipment of any kind that will require any alteration or addition to the water, heating, air conditioning or electrical or other Building systems or equipment, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. If any such alterations, additions or improvements are made without such consent, Lessor may correct or remove them, and Lessee shall be liable for any and all expense incurred by Lessor in the performance of this work. Any such alterations, additions or improvements which are affixed to the Premises, which are made with Lessor's prior written consent, shall immediately become the property of Lessor and shall remain upon and be surrendered with the Premises as part thereof at the end of the lease term. Lessor may, however, by written notice given at or prior to the end of the term, require Lessee to remove all or any part of such alterations, additions or improvements, and in such event Lessee shall promptly remove the same at Lessee's expense and shall repair all damage to the Premises caused by such removal.

11 RENT DEPOSIT

The rent deposit referred to in Paragraph 1.10 is non-refundable and shall be used by the Lessor in Lessor's sole discretion. The Rent Deposit shall be paid upon Lessee's occupancy of the demised Premises.

12 DAMAGE OR DESTRUCTION

In the event of damage or destruction of the Premises by reason of fire, wind, storm, rain, hail or other acts of God, and if either (a) damages to the Premises exceed one-third of the replacement value of the Property, or (b) it is reasonably anticipated that repairs to the Premises will not be completed within one hundred fifty (150) days of the date of the damage or destruction, then either party may at its option terminate this Lease upon such date as is set forth in a written notice given to the other party within thirty (30) days of the date of the damage or destruction; provided, however, that the date of termination shall be no less than five (5) and no more than thirty (30) days after the notice date. In all other events this Lease shall continue in full force and effect, and Lessor shall forthwith repair such damage or destruction. Whether or not this Lease is terminated pursuant to this provision, Lessee shall be entitled to a proportionate reduction of rent as to the portion of the Premises which is damaged and unleaseable for such period of time said Premises remain unleaseable prior to the effective date of any termination of the Lease; however, no rent reduction or other compensation shall be allowed by reason of inconvenience, annoyance or injury to Lessee's business or property because of such damage or destruction, or the necessity of repairing any portion of the Property, or the making of such repairs. In the event a partial damage to the Premises renders the entire Premises unfit for Lessee's use and Lessee actually uses no part thereof, then the rent shall abate until such time as the Premises are repaired to the point that Lessee can again occupy and use the Premises.

13 SIGNS

Lessee shall not cause or permit any signs, advertisements or notices to be displayed, inscribed upon or affixed on any part of the outside of the Premises or on the adjacent street without Lessor's approval.

14 UTILITIES

As provided in Section 7, Lessee shall be responsible for paying for all utility services. Lessor shall not be liable for failure of the foregoing, whether resulting from or caused by acts of Lessor or otherwise; nor shall Lessor be liable under any circumstances for loss of or injury to property, however occurring, through or in connection with or incidental to the failure to furnish any of the foregoing; nor shall any such failure relieve Lessee from the duty to pay the full amount of rent herein reserved, or constitute or be construed as a constructive or actual eviction of Lessee.

15 PARKING

The legal description for Lessee's demised premises includes the building foot print and 33 adjacent parking stalls. A reciprocal parking agreement recorded in conjunction with the deed conveying title to the Lessor applies to the demised premises as well as all lots located in the MU-1 overlay zone and will eventually give the Lessee access to approximately 350 parking stalls located within approximately 400 feet of the demised premises. Approximately 119 parking stalls located adjacent to Lessee's demised premises (as shown on the attached Exhibit A-2) will be constructed and made available to the Lessee in conjunction with the construction of the building. In addition, there are approximately 95 undesignated, street side, parking stalls located along 850 South and 1950 West within approximately 400 feet of the demised premises.

Lessor reserves the right to promulgate rules and regulations for all parking areas, whether designated or undesignated. Lessee shall not use any parking spaces for truck parking or loading except for spaces specifically designated for such use by Lessor.

16 DEFAULT

(a) If Lessee defaults in fulfilling any of Lessee's obligations under this Lease other than the covenants for the payment of rent or additional rent, or if the Premises become vacant or deserted, or if the Premises are damaged by reason of negligent or willful acts of Lessee or Lessee's employees, agents, licensees or invitees, then Lessor may serve written notice upon Lessee specifying the nature of said default. Upon the expiration of ten (10) days following the giving of such notice, if Lessee (i) has failed to cure such default or (ii) in the case of a default which by its nature cannot be completely cured within said ten (10) day period, does not deliver to Lessor assurances satisfactory to Lessor that Lessee will promptly cure such default, and if Lessee does not thereafter within a reasonable time period cure such default, then Lessor may



serve a written notice of termination of this Lease upon Lessee. This Lease shall terminate on the tenth (10th) day following the giving of such notice, and Lessee shall then quit and surrender the Premises to Lessor, but Lessee shall remain liable as hereinafter provided.

Lessor Initials: \_\_\_\_\_

Lessee Initials: \_\_\_\_\_

(b) The first time during any twelve (12) month period that Lessee defaults in the payment of rent or any additional rent, Lessor shall provide Lessee ten (10) days written notice of such default. Unless Lessor receives such rent payment within ten (10) days thereafter, Lessor may, upon ten (10) days prior written notice, terminate the Lease and Lessee shall then quit and surrender the Premises to Lessor, but Lessee shall remain liable as hereinafter provided. If Lessee has cured the rent delinquency, and is again delinquent during the same twelve (12) month period, Lessor may give Lessee ten (10) days notice of the delinquent payment, and if the rent is not paid in full within said ten (10) day period, Lessor may terminate the Lease without further giving of notice.

17 REMEDIES OF LESSOR

In the event of default as provided in Section 17, Lessor shall give Lessee notice at the address specified in Section 33 thereof; then Lessor may, in its sole discretion, exercise one or more of the following remedies:

- (a) Lessor may without notice re-enter and take possession of the Premises and, with or without force or commencement of legal action, remove Lessee and Lessee's property from the Premises.
- (b) Lessee shall immediately pay to Lessor all rent accrued until repossession by Lessor, together with such expenses as Lessor may incur for legal expenses, attorneys' fees, brokerage commissions, putting the Premises in good order, preparing the Premises for re-rental and other expense related to Lessee's default.
- (c) Lessor may, but shall not be required to, re-let the Premises or any part or parts thereof, either in the name of Lessor or otherwise, for a term or terms, which may at Lessor's option be less than or exceed the period which should otherwise have constituted the balance of the term of this Lease.
- (d) Lessee shall pay to Lessor any deficiency between the rent hereby reserved and the net amount, if any, of the rents actually collected on account of the lease of the Premises for each month of the period which would otherwise have constituted the balance of the term of this Lease; such amounts shall be paid in monthly installments by Lessee on the rent day specified in this Lease, and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Lessor to collect the deficiency for any subsequent month by a similar proceeding.
- (e) Lessor may make such alterations, repairs, replacements or decoration in the Premises, as Lessor in Lessor's sole judgment, considers advisable and necessary for the purpose of re-letting the Premises and may hold Lessee liable for the cost of such alterations, repairs, replacements or decoration in an amount not to exceed the rent due in the remaining Lease term.
- (f) Lessor may exercise any other remedy available at law or in equity.

18 Lessor shall in no event be liable in any way whatsoever for failure to re-let the Premises or, in the event that the Premises are re-let, for failure to collect the rent thereof under such re-letting. The provision in this lease for any particular remedy, or Lessors exercise of any particular remedy, shall not preclude Lessor from exercising any other remedy available at law or in equity. Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Lessors obtaining possession of the Premises.

19 LIEN

Lessee is not an agent of Lessor and shall have no right or authority to do any act, or make any contract, which may create or be the basis for any lien on the fee estate or any estate or interest of Lessor on the Premises or on the improvements thereon, and without the prior written consent of Lessor, Lessee shall not permit a mortgage or other encumbrance to be placed of record against the fee interest of Lessor. Lessee

Lessor Initials: \_\_\_\_\_

Lessee Initials: \_\_\_\_\_

agrees that in the event any such laborers or materialman's liens do attach to the Premises which are determined to be valid and enforceable, Lessee shall pay and discharge the same in full and shall not permit any enforcement action to progress to foreclosure. Upon request of Lessor, Lessee shall (1) post a bond or remove the lien from the Premises and (2) thereafter contest such foreclosure proceedings. Notwithstanding the foregoing provisions of this paragraph, Lessor shall have the right to pay any laborers or materialman liens asserted against the Premises prior to initiating of enforcement proceedings if, in Lessors reasonable judgment, Lessor deems it's fee title to be in jeopardy, and Lessee hereby agrees to promptly and fully reimburse Lessor within ten (10) days of such payment all costs and expenses incurred by Lessor, together with interest on the full amount paid at 2% per annum plus the prime rate, or equivalent reference rate, at the time, charged by Zions Bank, Salt Lake City, Utah. Failure by Lessee to comply with the requirements of this paragraph shall constitute a default under the lease.

20 HOLDOVER

If Lessee shall, without the consent of Lessor, continue to occupy the Premises after the expiration of the term, such tenancy shall be from month-to-month upon the same terms and conditions as set forth herein, but with rent at 150% of the prior lease year and in no event shall such occupancy be from year to year. This provision does not constitute a waiver of Lessors right of re-entry or any other right hereunder.

21 INDEMNITY

Lessee shall indemnify and hold harmless Lessor and its affiliates against and from any and all claims and damages (including attorney's fees and costs of litigation) resulting from claims against Lessor or its affiliates by or on behalf of any one or more persons or entities (a) arising from Lessee's use of the Premises or conduct of its business or from any activity permitted or suffered by Lessee upon the Premises or (b) arising from any breach by Lessee of this agreement provided, however, such duty of Lessee to indemnify Lessor shall only exist in instances where Lessee was at fault or committed a negligent act and Lessor was not at fault and did not commit a willful act of misconduct. Lessee upon notice from Lessor shall resist and defend at Lessee's expense any such action or proceeding by counsel reasonably satisfactory to Lessor. Lessee, as a material part of the consideration to Lessor, hereby waives all claims in respect thereof against Lessor and agrees to defend and hold Lessor harmless from and against any such claims by others, except any claim arising out of negligence or willful misconduct of Lessor, its agents or employees.

22 INSURANCE

Lessee shall throughout the lease term at its sole cost and expense, provide and keep in force, with responsible insurance companies reasonably acceptable to Lessor and to any mortgagees under any mortgages constituting a lien upon the property, public liability and property damage insurance in the amounts stated in Section 1.12. These policies shall protect the interests of Lessor and any such mortgagees as well as Lessees against liability to any person whomsoever, based on or arising out of or in connection with Lessee's use of the Premises or with regard to the condition of the Premises. Lessee shall furnish Lessor with proof of such insurance at least annually and upon demand of Lessor.

23 SUBORDINATION AND ATTORNMENT

This lease shall be subordinate and subject at all times to any mortgage, deed of trust or similar instrument covering the Building or any existing or future portion thereof or improvements thereto, and to all modifications, extensions, consolidations or replacements thereof and to all advances made, or hereafter to be made, upon the security of any such mortgage or deed of trust. In the event of a transfer of the Building or any portion thereof pursuant to any such mortgage, deed of trust or similar instrument, Lessee shall recognize such transferee as Lessor.

24 ESTOPPEL CERTIFICATES

Upon Lessor's request, Lessee shall execute and deliver estoppel certificates or similar instruments showing the absence of a default by either party under the lease, the days through which rent has been paid, the absence of any modification of the lease, or other matters lease, or other matters reasonably requested by Lessor. If Lessee cannot in good faith make the foregoing representation, then Lessee shall, in the estoppel certificate, state with specificity the exceptions or reservations with regard to such representations

25 COMMENCEMENT DATE AGREEMENT

If so requested by Lessor, Lessee shall execute a commencement date agreement confirming the beginning date of the Initial Term hereof.

26 POSSESSION

Lessor shall deliver possession of the Premises to Lessee on the later of the "Commencement Date" or the date when the Premises are substantially complete. For the purposes of the foregoing, the Premises shall be deemed to be substantially complete on the earlier of (1) the issuance of a certificate by the project architect that the Premises are substantially complete, or (2) issuance of a certificate of occupancy by the City of Payson. If the Premises are not substantially complete for any reason by the Commencement Date, Lessor shall not be liable for any claims, damages, or liabilities in connection therewith or by reason thereof. Provided, and to the extent, that such delay has not been caused by an act, failure to act, or any other omission of Lessee, rent shall be abated during the period between the Commencement Date and the date Lessor delivers possession, and the term shall be extended by the length of time between the Commencement Date and the date Lessor delivers possession of the Premises, which date shall be confirmed in writing by Lessor and Lessee.

27 ACCEPTANCE OF PREMISES

Upon substantial completion of Lessee's improvement work in the Premises and prior to Lessee's occupancy, if possible, the parties shall cause to be prepared a list of items which appear to require further work, repair or replacement (a "punch list") relating to Lessee's improvement work for which Lessor is responsible. Lessor shall provide Lessee with an opportunity to be present at the Premises when the punch list is compiled. Lessor shall then cause the punch list items relating to its Lessee improvement work to be promptly remedied to the mutual and reasonable satisfaction of Lessor and Lessee. Thereafter Lessee will become familiar with the Premises and will acknowledge by taking possession that the Premises are received by Lessee in a good state of repair, and such taking of possession shall be conclusive evidence that the Premises were in good and satisfactory condition when possession was taken.

28 QUIET ENJOYMENT

Lessee, on paying the rent and performing Lessee's covenants and agreements in this Lease, shall and may peaceably and quietly hold and enjoy the Premises for one term of this Lease.

29 INTEREST

Any amounts payable to Lessor under this Lease, if not paid in full on or before the due date thereof, shall bear interest on the unpaid balance at the prime rate, or equivalent reference rate of interest, charged to its most credit worthy customers by Zions Bank, Salt Lake City, Utah, plus 2% per annum. This interest is in addition to any late charges due Lessor from Lessee.

30 ASSIGNMENT AND SUBLETTING

Except to the extent hereinafter permitted, Lessee will not assign, mortgage or transfer this Lease, sublet the Premises or any part thereof, or allow any transfer hereof, or permit any lien to be placed upon Lessee's interest by operation of law or otherwise, without the prior written consent of Lessor, which consent shall not be unreasonably withheld, as long as Lessee remains liable for Lessee's obligations under this Lease. Notwithstanding the foregoing, Lessee may assign the Lease or sublet to an entity, such as a trust or other entity, in which Lessee or members of his immediate family have a 100% ownership interest; provided that Lessee remains liable for Lessee's obligations under the Lease. Lessor shall not grant or be required to grant such consent unless and until Lessee or assignee shall agree to comply with and be bound by all of the terms, covenants, conditions, provisions, and agreements of this Lease to the extent of the space sublet or assigned. Any assignment, encumbrance, transfer or subletting of this Lease, or of the Premises, which is not in compliance with the provisions of this Section shall be void and of no effect.

31 LESSOR FINANCING AND IMPROVEMENT COST CONDITION

This lease is subject to Lessor's review and approval of the construction cost budget and/or financing requirements for the demised Premises in Lessor's absolute and sole discretion. In the event the Lessor does not approve the construction cost budget and/or financing terms, then the Lessor shall have the right to terminate this lease, in which event the parties shall have no further obligation to each other under this lease.

32 BINDING EFFECT

(a) This Lease shall not be binding and in effect until a counterpart hereof has been executed and delivered by the parties each to the other.

(b) This Lease shall bind and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns, provided, however, that this Lease shall not inure to the benefit of any assignee of Lessee pursuant to an assignment which is not in compliance with the terms of this Lease.

33 NOTICE

Any notice or demand to or on Lessee shall be served personally or by mail addressed to Lessee at:

\_\_\_\_\_  
\_\_\_\_\_

and any notice or demand to or on Lessor shall be served personally or by mail addressed to Lessor at the following address:

\_\_\_\_\_  
\_\_\_\_\_

Notices or demands shall be deemed given on the date personally delivered or postmarked.

34 CONSTRUCTION

Feminine, neuter and masculine pronouns, and the plural and the singular, shall be construed to be and shall be interchangeable in any place or places in which the context may require such interchange.

35 SALE BY LESSOR

In the event of a sale or conveyance by Lessor of the Building, the same shall operate to release the Lessor from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of the Lessee, and in such event Lessee agrees to look solely to the responsibility of the successor in the interest of Lessor in and to this Lease. Except as set forth in this section, this Lease shall not be affected by any such sale, and Lessee agrees to attorn to the purchaser or assignee. If any security has been given by Lessee to secure the faithful performance of any of the covenants of this Lease, Lessor may transfer or deliver said security, as such, to Lessor's successor in interest and thereupon Lessor shall be discharged from any further liability with regard to said security.

36 MISCELLANEOUS

Receipt of rent with knowledge of default by Lessee will not excuse or waive such default or any future default. Failure by Lessor to enforce any of the provisions hereof for any length of time shall not be deemed a waiver of its rights set forth in this Lease, but such waiver may be made only by an instrument in writing signed by Lessor. Time is of the essence with respect to all payments and performances required by Lessee by the provisions of this Lease.

37 LESSEE IMPROVEMENTS

Lessor shall construct Lessee’s proposed improvements in compliance with all applicable laws and regulations in accordance with Final Plans and Specifications provided by the Project Architect. A Preliminary Building Layout, Preliminary Site Plan and Preliminary Summary Specifications, hereinafter referred to as Preliminary Construction Documents, are included in this Lease Agreement as Exhibit A, Exhibit B-2, and Exhibit A-1 respectively. The Preliminary Construction Documents have been used to determine Lessee’s Base Rent and Lessee’s Improvement Allowance. The cost of improvements requested by the Lessee which exceed Lessee’s Improvement Allowance shall be paid for by the Lessee upon execution of this Lease Agreement by both Parties. After execution of this Lease Agreement by the Lessor and the Lessee the Lessor shall instruct the Project Architect to complete plans and specifications for the proposed improvements. Lessor shall cause all work to be accomplished in compliance with all applicable laws and regulations in accordance with the final plans and Specifications.

38 OPTION TO RENEW

Provided the Lessee is not in default in performance of this lease, Lessee shall have One (1) option to renew this lease for Five (5) years. All of the terms and conditions of the lease shall apply during the renewal term. In no event shall the Base Rent at the commencement of any renewal term be less than 1.02 times the Base Rent at the end of the previous lease term. As set forth in Paragraph five (5), the base rent shall be increased at the rate of 2% per year. The option shall be exercised by written notice given to the Lessor not less than 120 days prior to the expiration of the lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

IN WITNESS WHEREOF, the Lease has been duly executed by the parties hereto, as of the day and year above first written.

LESSOR: Payson South Meadows Partners, LLC

LESSEE: Mountainland Technical College

By: \_\_\_\_\_ Date \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_

Sheila Michaelis, Manager

## **ADDENDUM ONE**

The Lessee's total Usable Area is estimated to be 24,900 square feet and is defined as all floor area in the Lessee's space, measured to the surface of the outer Building walls. The Site Plan and Floor plan showing Lessee's Usable Area is attached as Exhibit B-2 and Exhibit A respectively. Summary Specifications for the building are attached as Exhibit A-1.

Lessor Initials: \_\_\_\_\_

Lessee Initials: \_\_\_\_\_

## ADDENDUM TWO

### Mountain Land Technical College (Lessee) Option to Purchase

1. Provided the Lessee is not currently in default in the performance of any term of this Lease, the Lessee will have the option to purchase (the "Option") the leased premises (the "Purchase Property") and/or other property and chattels. This Option may be exercised at any time after the tenth (10<sup>th</sup>) anniversary of the Commencement date of the Lease and prior to the end of the original term of this Lease. Upon expiration of the Option, the Lessor will be released from all obligations to sell the Purchase Property to the Lessee. If the Lessee does not exercise the Option prior to its expiration, all rents and other charges paid under this Lease will be retained by the Lessor, and neither party will have any further rights or claims against each other concerning the Option. If this option is exercised, the Parties to this Lease may enter into a separate agreement to purchase the Purchase Property. This agreement will incorporate all the key points provided in this option. If the Option is exercised between the 10<sup>th</sup> anniversary of the Commencement date of the Lease and the end of the 20<sup>th</sup> year of the Lease, the Purchase Price during each lease period for the full term of the lease shall be \$12,369,796.
2. Upon expiration of the Option, the Lessor will be released from all obligations to sell the Purchase Property to the Lessee. If the Lessee does not exercise the Option prior to its expiration, all rents and other charges paid under this Lease will be retained by the Lessor, and neither party will have any further rights or claims against each other concerning the Option.
3. The Option will be exercised by mailing or delivering written notice to the Lessor prior to the expiration of this Option. Notice, if mailed will be by certified mail, postage prepaid, to the Lessor at the following address:  
  
PSMP, LLC, 84 N 500 E, Salem, Utah 84653, USA, \_\_\_\_\_  
  
The written notice will be deemed to have been given on the date shown on the postmark of the envelope in which such notice is mailed.
4. The Lessee may not assign any rights under this Option separately from all of the Lessee's other rights under this Lease. No assignment may be made without the Lessor's prior written consent.
5. The Lessor warrants to the Lessee that the Lessor is the legal owner of the Purchase Property and has the legal right to sell the Purchase Property under the terms and conditions of this Lease.
6. If the Option is exercised, the following provisions will be applicable:
  - a. The Lessee will take title to the Purchase Property subject to any of the following exceptions (the "Permitted Exceptions"):
    1. real estate taxes not yet due at the time of closing;
    - ii. covenants, conditions, zoning laws and ordinances, reservations, rights, public and private easements then on record, if any; and
    - iii. liens or encumbrances involving an ascertainable amount that will be paid off or removed by the Lessor upon the closing of this purchase.
  - b. Unless otherwise extended by other terms of this Lease, the closing will be held within the latter of 45 days



from exercise of the Option or the removal of any exceptions, outside of the Permitted Exceptions, to the title by the Lessor.

- c. Rents, real estate taxes and other expenses of the Purchase Property will be prorated as of the date of the closing date. Security deposits, advance rentals or considerations involving future lease credits will be credited to the Lessee.
- d. The Parties acknowledge that the availability of financing and purchase costs cannot be guaranteed. The Parties agree that these items will not be conditions of performance of this Lease or this Option and the Parties agree they have not relied upon any other representations or warranties by brokers, sellers or any other parties which are not set out in this Lease.
- e. No later than 30 days from the exercise of this Option, the Lessor will provide the Lessee the following documents (the "Seller Disclosure"):
  - i. a property condition disclosure, signed and dated by the Lessor;
  - ii. a commitment for the policy of title insurance; and
  - iii. written notice of any claims and/or conditions known to the Lessor relating to environmental problems or building or zoning code violations.
- f. The Lessee has 45 days from the date of receipt of the Seller Disclosure to examine the title to the Purchase Property and to report, in writing, any valid objections. Any exceptions to the title which would be disclosed by examination of the records will be deemed to have been accepted unless reported in writing within 45 days. If the Lessee objects to any exceptions to the title, the Lessor will use all due diligence to remove such exceptions at the Lessor's own expense within 60 days. But if such exceptions cannot be removed within the 60 days allowed, all rights and obligations under this Option may, at the election of the Lessee, terminate and end unless the Lessee elects to purchase the Purchase Property subject to such exceptions.
- g. Upon completion of the closing, all rights and obligations under the lease (other than the option) will cease to exist and the parties will have no further rights or claims against each other concerning the lease.

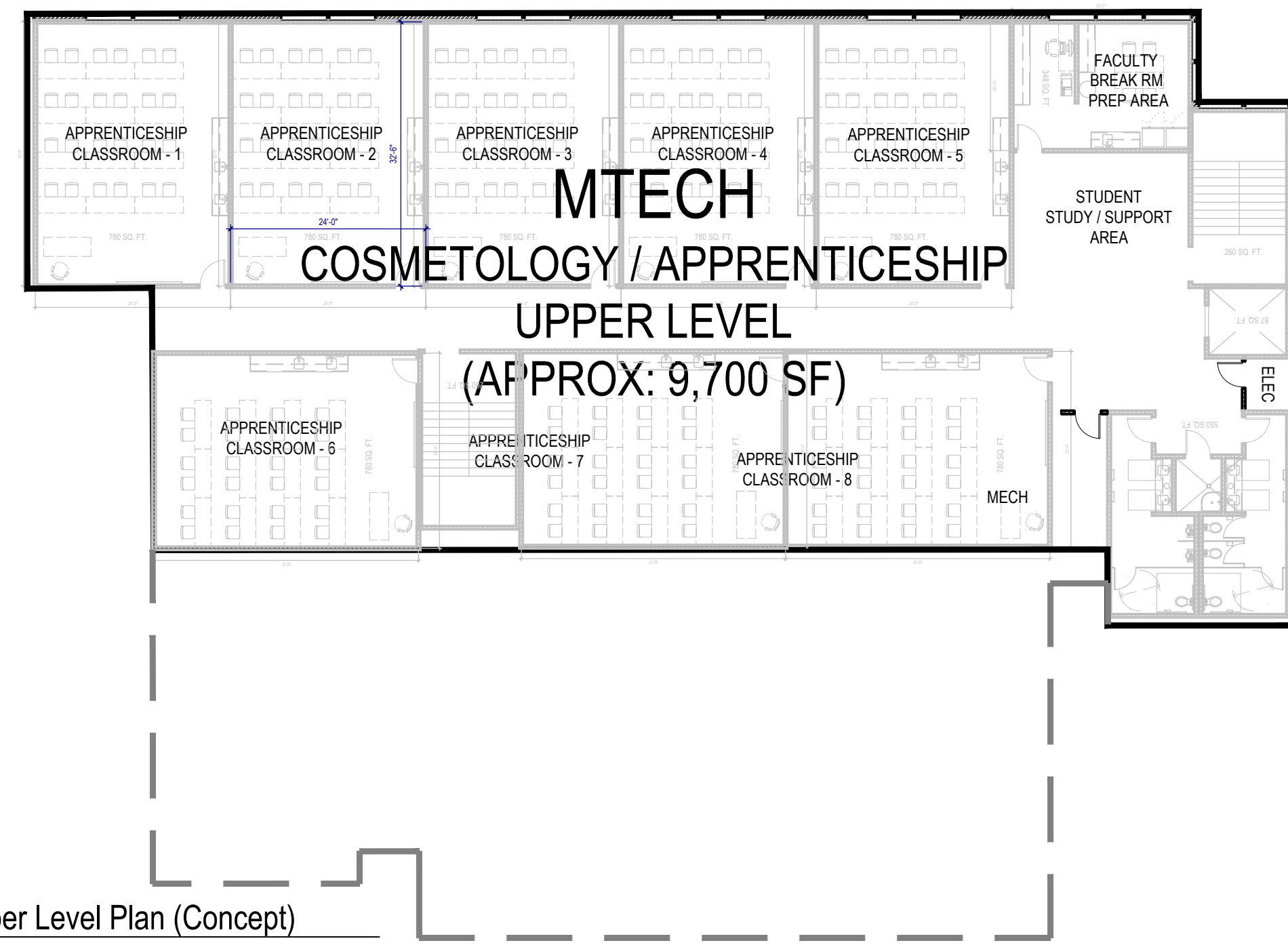
Lessor: Payson South Meadows Partners, LLC

LESSEE: Mountain Land Technical College

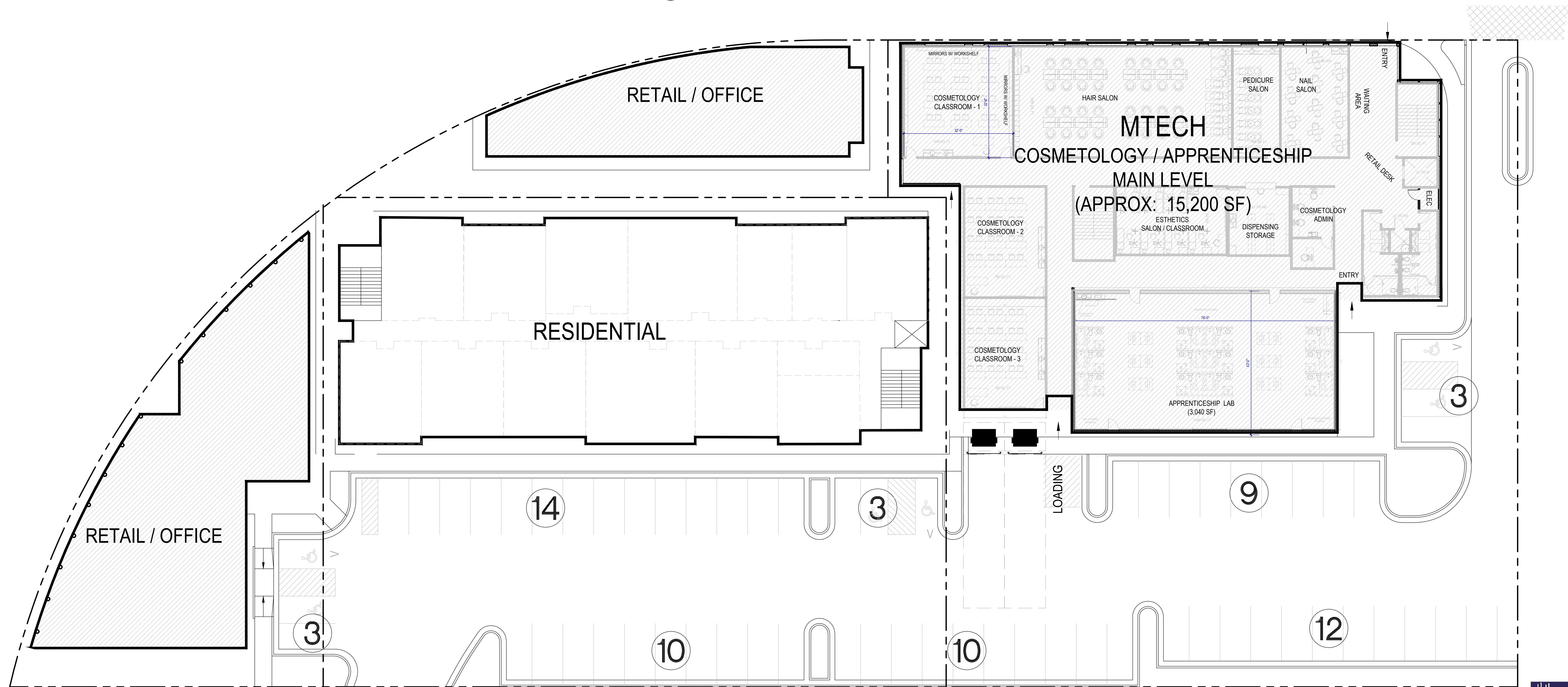
By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

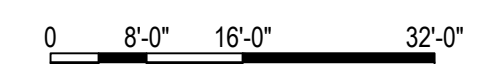
**RB LOT 7 - MTECH**  
COSMETOLOGY / APPRENTICESHIP  
RECTANGULAR BUILDING CONCEPT  
(ESTIMATED GROSS BUILDING AREA: 24,900 SF )



MTECH COSMETOLOGY - LOT 7 Upper Level Plan (Concept)  
SCALE: FULL SCALE



MTECH COSMETOLOGY / APPRENTICESHIP BUILDING - LOT 7 Site Plan (Concept)  
SCALE: 1/16" = 1'-0"



# EXHIBIT A-1

## PRELIMINARY SUMMARY SPECIFICATIONS

### MTECH Cosmetology / Apprenticeship Building

Red Bridge Station, lot 7  
Payson Utah  
2023-11-30

#### Specification summary

**General structure and shell** will be similar to the new MTECH building under construction on the adjacent land.

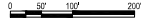
- Steel frame
- Poured-in-place concrete main floor
- Steel pan and concrete floor 2<sup>nd</sup> floor
- Single ply-membrane roof with a 20-year guarantee
- Brick to match the new MTECH building
- Metal rain screen exterior wall panels such as Dri-Design brand
- High performance thermo-break aluminum window frames
- Energy efficient double pane solar reflective glass

**Interior finish and features** will be similar to the new MTECH building under construction on the adjacent land except as noted.

- Cabinets – Wilsonart Plam 8208K Fawn Cypress
- Wood Paneling – Grade A Baltic Birch
- Countertops
  - Public – Simulated Stone Quartz Daltile One Quartz 0Q20 Aspen Grey
  - Non-Public – Composite Solid Surface Wilsonart 9223SS Angel Falls
- Doors – Wood Veneer Solid Core VT Industries Select White maple
- Door Hardware – Ives 5BB1
  - Ives hinges, door trim, door pulls, and accessories.
  - Von Duprin Electric Strikes
  - Falcon exit devices and mechanical door closures
- Marker Boards – Back Painted glass Clarus Float C100 Pure White 4'x10'
- Flooring
  - Offices: Carpet Shaw 5T439 Collective II Tile
  - Classrooms: Resilient Floor LVT – Tarkett Active Lines Bend ALB401 Pop
  - Wet classrooms in cosmetology and restroom floors: Porcelain Floor Tile – Daltile Assemble Color body Emissary 30"x30"
  - Restroom walls: Ceramic Wall Tile – Wow Designs Stripes 123806 Garnet 3"x12"
- Ceilings
  - Ultima Beveled Tegular 24"x24"
  - Armstrong Metalworks Torsion Spring White Lume 24"x24"
- Roller shades – Manually Operated Mecho Shade
- HVAC
  - Heating: High efficiency gas fired tandem furnace with energy recovery ventilator system and individual control of classrooms
  - Cooling: High efficiency with SEER rating of at least 16. Economizer function and individual control of classrooms
- Plumbing
  - Plumbing system to have low flow fixtures comparable to the fixtures in the adjacent new building.

# Red Bridge Overall Site

1" = 100'-0"  
 (1" = 200'-0" ON 11x17 PAPER)



MTECH	119
Reciprocal	572
Open Street parking	95
<b>Total</b>	<b>716 Stalls</b>

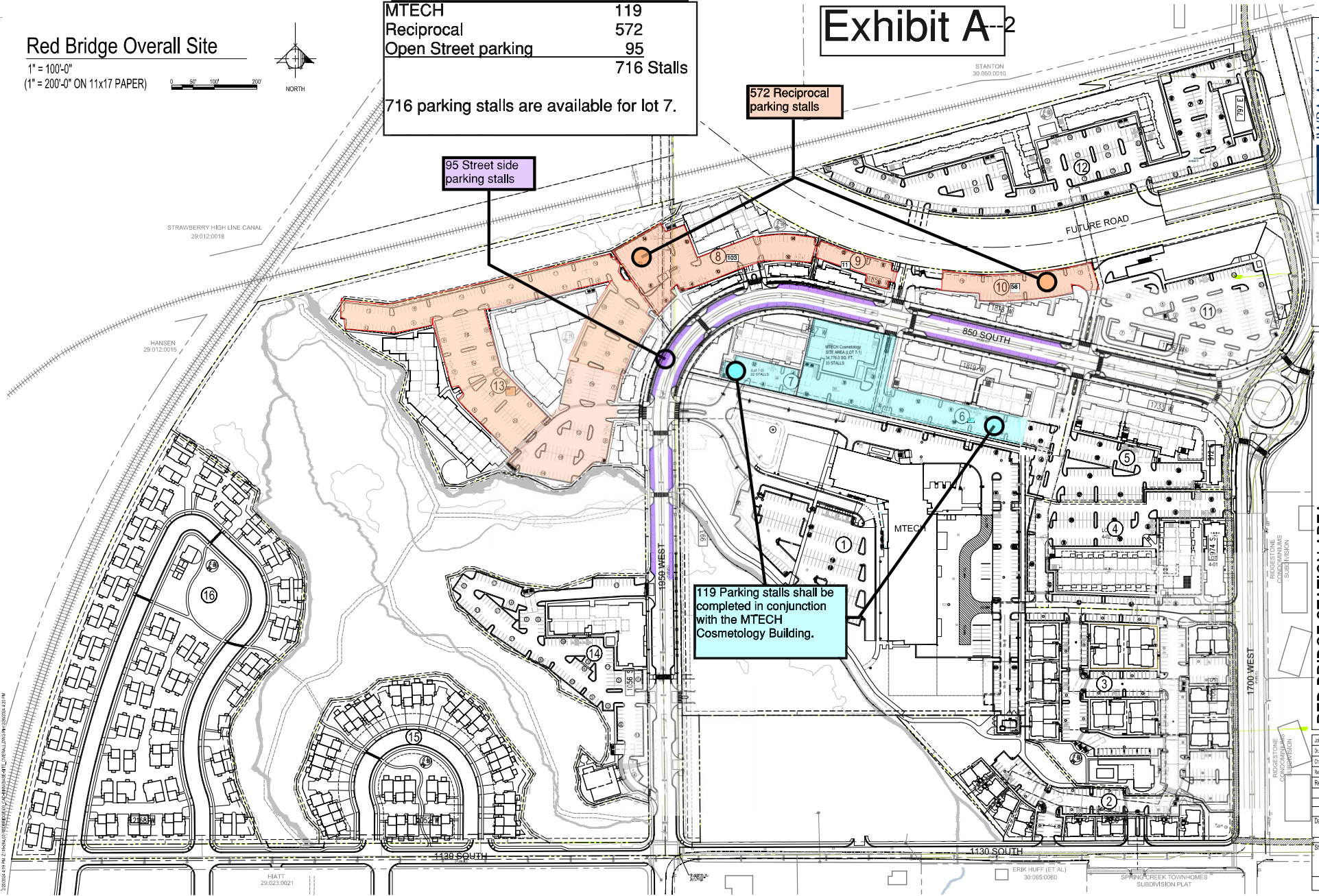
716 parking stalls are available for lot 7.

# Exhibit A-2

95 Street side parking stalls

572 Reciprocal parking stalls

119 Parking stalls shall be completed in conjunction with the MTECH Cosmetology Building.



**JWRA Architects**  
 2290 S. Highland Dr. - Suite 300  
 Salt Lake City, UT 84106  
 Phone: 801.486.7777  
 www.jwraarchitects.com

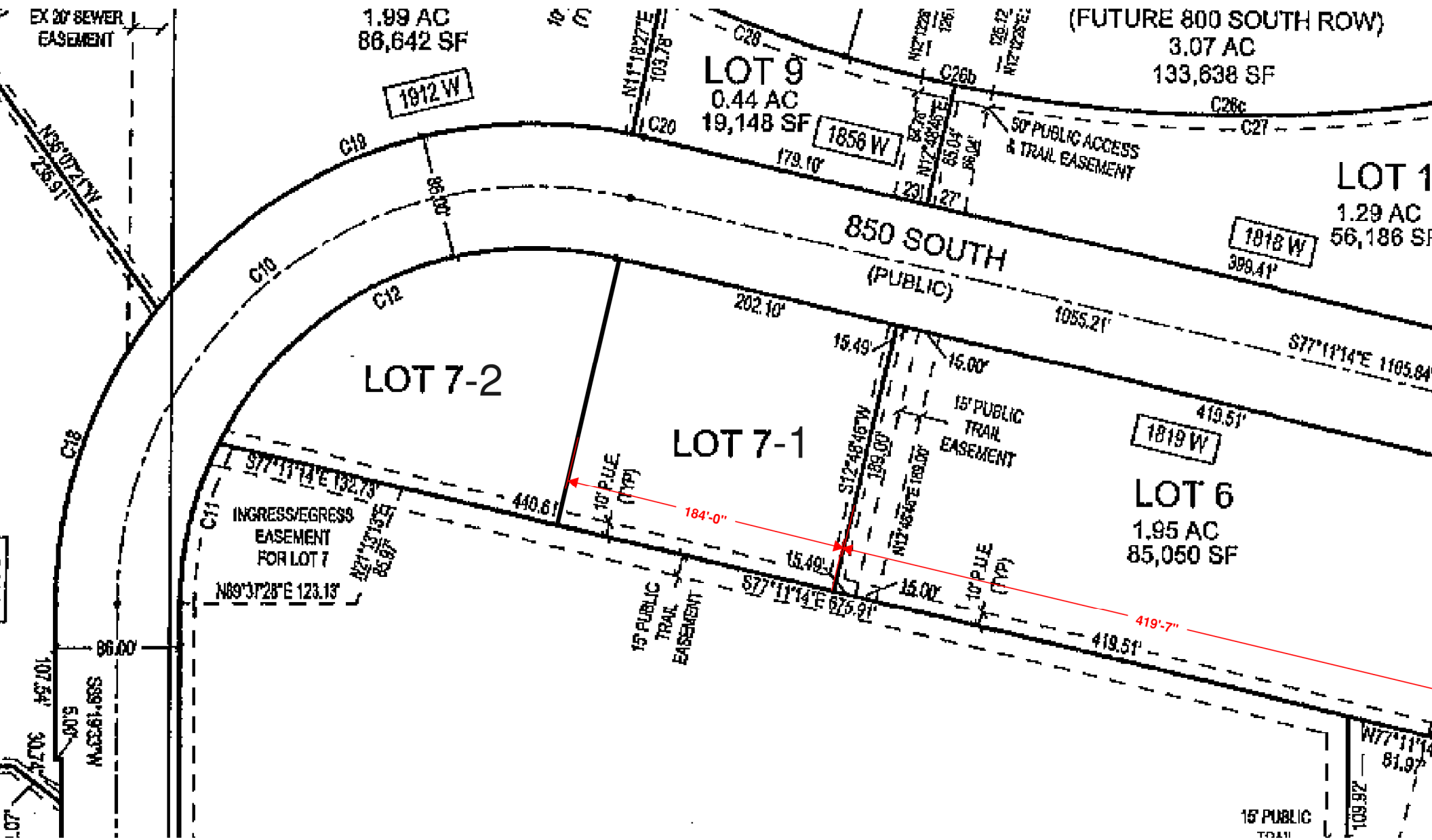


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**RED BRIDGE STATION AREA**  
 Payson, Utah  
 Red Bridge Overall Site

Job#	29-023
File#	000
Revisions	
Date:	February 2, 2024
Sheet:	<b>A000</b>

20240204 10:10:21 HANSEN\29-023\PROJECTS\RED BRIDGE STATION AREA\Overall Site\A000.dwg PLOT DATE: 2/2/2024 10:10:21 AM



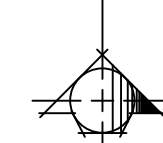
LOT 7 - MTECH COSMETOLOGY / APPRENTICESHIP BUILDING



Red Bridge - Master Plan - Overall Site

1" = 100'-0"  
(1" = 200'-0" ON 11x17 PAPER)

0 50' 100' 200'



NORTH

Date: 08-17-2023

Red Bridge Station  
Payson, Utah



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ALL DESIGNS, DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL & UNPUBLISHED WORK OF JWRA ARCHITECTS AND MAY NOT BE DUPLICATED, USED OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF JWRA ARCHITECTS.

## Governmental Entity Addendum

This Governmental Entity Addendum (the "Addendum") is entered into as of last signature date below (the "Addendum Effective Date"), by and between Mountainland Technical College, a body politic and corporate of the State of Utah ("College"), and Jordan Valley Medical Center, LP ("Contractor"), each a "Party" and collectively, the "Parties".

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **PRELIMINARY.** This Addendum amends and is an integral part of that certain agreement and all attachments thereto between the Parties attached hereto and incorporated herein by reference (the "Main Agreement"). In the event of any conflict, inconsistency or discrepancy between the Main Agreement and this Addendum, this Addendum shall govern. The Main Agreement, as amended by this Addendum, is hereinafter referred to as the "Agreement".

2. **COLLEGE A GOVERNMENTAL ENTITY AND THEREFORE SUBJECT TO CERTAIN LAWS.** Contractor is hereby informed that College is a governmental entity and thus subject to the Government Records Access and Management Act of the Utah Code, Section 63G-2-101 *et seq.*, 1953, as may be amended ("**GRAMA**"). Pursuant to GRAMA, certain records within College's possession or control (including the Agreement) may be subject to public disclosure. College hereby informs Contractor that any person or entity that provides College with records that such person or entity believes should be protected from disclosure for business reasons must, pursuant to Section 63G-2-309 of GRAMA, provide to College, *with the record*, a written claim of business confidentiality and a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, College may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to College's attorneys, accountants, consultants on a need-to-know basis.

Contractor further acknowledges that College is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 *et seq.*, as amended (the "**Act**"). Nothing in the Agreement shall be construed as a waiver by College of any protections, rights, or defenses applicable to College under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of College to incur by contract any liability for the operations, acts, or omissions of the other Party or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any obligations of College in the Agreement to indemnify, hold or save harmless, and/or defend contained in the Agreement are subject to the Act, are limited only to claims that arise from the negligent acts or omissions of College, and the total amount of any such obligations, inclusive of attorney's fees, are limited to the amounts established in Section 63G-7-604 of the Act.

College is insured through its participation in the Risk Management Fund of the State of Utah, *see* Utah Code 63A-4-101-104, 201. Nothing in the Agreement shall require College to carry different or additional insurance, and any obligations of College contained in the Main Agreement to name a party as additional insured shall be limited to naming such party as additional insured with respect to College's negligent acts or omissions. If College is required to defend, indemnify or hold harmless Contractor, a defense shall be provided by the State of Utah Division of Risk Management through its contracted Assistant Attorneys General.

3. **REASONABLE DISCRETION.** To the extent the Main Agreement permits Contractor to undertake any action, or refrain from undertaking any action, in the exercise of Contractor's discretion, or based on any belief held by Contractor, Contractor shall exercise its discretion only in a good faith reasonable manner and shall act on its beliefs only if Contractor has a reasonable good faith basis for those beliefs.

4. NOTICE. If not already specified in the Main Agreement, for purposes of providing notice under this Agreement, the parties hereby designate the following individuals. Notice shall be sufficient under this Agreement if notice is mailed, in writing, via first-class, prepaid postage to the following:

If to College:  
Mountainland Technical College  
Attn: Kirt Michaelis  
2301 W Ashton Blvd  
Lehi, UT 84043

If to Contractor:  
Payson South Meadows Partners, LLC  
P.O. Box 37  
Payson, Ut. 84651

5. MOUNTAINLAND TECHNICAL COLLEGE NAME. Nothing in the Main Agreement establishes in Contractor any right or interest in Mountainland Technical College's names or marks, including such names as "Mountainland Technical College", "MTECH" or any derivation thereof. Notwithstanding any provision of the Main Agreement, Contractor agrees not to use, attempt to use, or assert ownership or any interest in any College intellectual property, including any name or mark.

6. CONTRACTOR NOT AN AGENT. Notwithstanding any provision of the Main Agreement, Contractor shall not be appointed the College's officer, agent, or attorney-in-fact and shall not have authority to execute documents or take action with the legal force and effect as if those actions were taken by the College.

7. MISCELLANEOUS. The Main Agreement, as amended by this Addendum, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written and all other communications relating to the subject matter hereof. The provisions of this Addendum will survive the expiration or earlier termination of the Agreement. This Addendum shall not be deemed to amend or modify the Agreement in any manner except as specifically provided herein. Any provision in the Main Agreement purporting to vest Contractor with authority or discretion to modify the Main Agreement at will shall have no force or effect. The Main Agreement, as amended by this Addendum, shall remain in full force and effect, and is enforceable in accordance with its terms. The electronic or facsimile transmission of this Agreement, and the retransmission of such, shall be the same as the delivery of an original document. Upon request of either Party, each Party shall deliver an original of the Agreement with its original signature thereon.

The Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.

Any limitation or exclusion of liability or remedies in the Main Agreement for any damages other than special, indirect or consequential damages, shall be void and unenforceable.



IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives effective as of the Addendum Effective Date.

COLLEGE

CONTRACTOR

By: \_\_\_\_\_  
(Signature)

By: Sheila Michaelis  
(Signature)

Name: \_\_\_\_\_  
(Please Print)

Name: Sheila Michaelis, Manager  
(Please Print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## Governmental Entity Addendum

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Contractor further acknowledges that College is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 *et seq.*, as amended (the "**Act**"). Nothing in the Agreement shall be construed as a waiver by College of any protections, rights, or defenses applicable to College under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of College to incur by contract any liability for the operations, acts, or omissions of the other Party or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any obligations of College in the Agreement to indemnify, hold or save harmless, and/or defend contained in the Agreement are subject to the Act, are limited only to claims that arise from the negligent acts or omissions of College, and the total amount of any such obligations, inclusive of attorney's fees, are limited to the amounts established in Section 63G-7-604 of the Act.

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3. **REASONABLE DISCRETION.** To the extent the Main Agreement permits Contractor to undertake any action, or refrain from undertaking any action, in the exercise of Contractor's discretion, or based on any belief held by Contractor, Contractor shall exercise its discretion only in a good faith reasonable manner and shall act on its beliefs only if Contractor has a reasonable good faith basis for those beliefs.

4. NOTICE. If not already specified in the Main Agreement, for purposes of providing notice under this Agreement, the parties hereby designate the following individuals. Notice shall be sufficient under this Agreement if notice is mailed, in writing, via first-class, prepaid postage to the following:

If to College:  
Mountainland Technical College  
Attn: Kirt Michaelis  
2301 W Ashton Blvd  
Lehi, UT 84043

If to Contractor:  
Payson South Meadows Partners, LLC  
P.O. Box 37  
Payson, Ut. 84651

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7. MISCELLANEOUS. The Main Agreement, as amended by this Addendum, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written and all other communications relating to the subject matter hereof. The provisions of this Addendum will survive the expiration or earlier termination of the Agreement. This Addendum shall not be deemed to amend or modify the Agreement in any manner except as specifically provided herein. Any provision in the Main Agreement purporting to vest Contractor with authority or discretion to modify the Main Agreement at will shall have no force or effect. The Main Agreement, as amended by this Addendum, shall remain in full force and effect, and is enforceable in accordance with its terms. The electronic or facsimile transmission of this Agreement, and the retransmission of such, shall be the same as the delivery of an original document. Upon request of either Party, each Party shall deliver an original of the Agreement with its original signature thereon.

The Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.

Any limitation or exclusion of liability or remedies in the Main Agreement for any damages other than special, indirect or consequential damages, shall be void and unenforceable.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives effective as of the Addendum Effective Date.

COLLEGE

CONTRACTOR

By: \_\_\_\_\_  
(Signature)

By: Sheila Michaelis  
(Signature)

Name: \_\_\_\_\_  
(Please Print)

Name: Sheila Michaelis, Manager  
(Please Print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_