

GROUND LEASE

This GROUND LEASE (the "Lease") is made and entered into by Washington County (the "Landlord"), a political subdivision of the State of Utah, and United We Pledge (the "Tenant"), a Utah nonprofit corporation, as of this 24th day of September, 2025 (the "Effective Date").

1. **Premises and Building Defined.** The "Premises" are defined for purposes of this Lease as the land and improvements that are particularly described in **Exhibit A**. The historical courthouse building located on the Premises is referred to as the "Building" in this Lease.

2. **Lease of Premises.** Landlord leases to Tenant, and Tenant leases from Landlord, the Premises, for the Term, subject to and upon the terms and conditions of this Lease.

3. **Term.** The Term of this Lease begins on October 1, 2025 and expires automatically on September 30, 2027, subject to any renewal or earlier termination in accordance with this Lease.

4. **Renewals.** At the conclusion of the initial Term, this Lease renews automatically for successive one-year terms (each a "Renewal Term") unless, at least 60 days before the end of the initial term or any Renewal Term, either party sends written notice of the intent not to renew to the other party.

5. **Inspection.** Tenant hereby confirms that Tenant has previously viewed and inspected the Premises and the Building, which is more than 150 years old. Tenant hereby takes possession of the Building and accepts the Building "AS IS" in its current condition, with all faults.

6. **Rent Commencement Date.** The first payment of Rent is due on October 1, 2025. Annual rent in the amount of \$100.00 is owed on October 1st of each year during the initial Term and any Renewal Term.

7. **Utilities.** As of the Effective Date, the City of St. George is paying for utilities for the Building. If the City discontinues payment on any utility, Tenant agrees to pay for all utilities serving the Building, including but not limited to gas, electricity, water, power, telephone, internet, trash service, pest control, and all other services or utilities used or consumed in, upon, or about the Premises. Landlord will not be liable in damages or otherwise, nor will there be any abatement in Rent, if the furnishing by any supplier of any utility service or other service to the Premises is interrupted or impaired by fire, accident, riot, strike, act of God, the making of necessary repairs or improvements, or by any causes beyond Landlord's reasonable control. In the event of any such interruption of any utility service to the Premises, Landlord shall, to the extent under Landlord's control, use reasonable diligence to restore such service as soon as practicable.

8. **Impositions.** Tenant shall pay and discharge prior to delinquency without penalty, each and every cost, expense and obligation of every kind and nature, foreseen or unforeseen, for the payment of which Landlord or Tenant is or becomes liable by reason of the estate or interest of Landlord or Tenant in the Premises only, or any portion thereof, by reason of any right or interest of Landlord or Tenant in or under this Lease, or by reason of or in any manner connected with or arising out of the possession, operation, maintenance, alteration, repair, rebuilding, use or occupancy of the Premises. Without limiting the generality of the foregoing, commencing after the commencement of the Term, Tenant agrees to pay and discharge prior to delinquency without penalty, all real estate, personal property, business, occupation and occupational license taxes, water, sewer, oil, gas, electricity, internet, fiber, telephone charges, and other utility charges and fees, assessments, and all other governmental or quasi-governmental taxes, impositions, and charges of every kind and nature, ordinary or extraordinary, general or special, foreseen or unforeseen, whether similar or dissimilar to any of the foregoing, which at any time during the Term are or become due and payable by Landlord or Tenant, and which are levied, assessed, or imposed during the Term and/or are attributable to the Term.

9. **Use of Premises.** Tenant agrees to use and occupy the Premises in strict compliance with all applicable federal, state, and local laws and regulations. In addition, Tenant may use the Premises only for the following uses, subject to applicable laws and regulations: operation of Tenant's administrative offices, public tours, educational programs, events, and retail. Tenant will not use the Building for any purpose that reflects negatively on the county government. Tenant will not use the Premises in any way that creates a safety hazard for guests or that damages or creates the potential for damage to the Building. Tenant may not commit or permit any damages to the Premises, or create any nuisance. The Premises may not be used to conduct any illegal, offensive, noisy, or dangerous trade, business, activity, or occupation. Upon notice from Landlord, Tenant shall immediately cease any conduct that is prohibited by this Paragraph.

10. **Public Benefit.** Landlord's expectation is that the Building will be a benefit to the general public. Tenant agrees that the Building will be open to the general public on such days and hours as are determined by the Tenant in its discretion.

11. **Maintenance and Repairs.** Tenant shall, at its sole expense, provide all routine maintenance in and around the Building. Tenant is not required to pay for any major maintenance or repairs. Tenant is responsible for all custodial costs associated with cleaning the Building.

12. **Alterations.** Tenant may, only with Landlord's prior written approval, make repairs, alterations, additions, replacements, improvements to the Premises. Any alterations approved under this Paragraph are performed at the sole expense of Tenant, and must be provided by duly licensed and competent contractors pursuant to written contracts with such contractors.

Alterations must be provided in a good and workmanlike manner. Any improvements or alterations become the property of Landlord.

13. **Liens.** Tenant agrees to keep the Premises free from any mechanics' or materialmen's, or other liens arising out of work performed, material furnished, or obligations incurred due to the acts or omission of Tenant, Tenant's contractors, and parties for whom Tenant is at law responsible. If any such liens or claims of lien attach or are filed, Tenant must, within five days after Tenant has notice thereof, procure the discharge thereof by payment or by giving security or taking such other action as may be required by Landlord or applicable law.

14. **Damage or Destruction of Premises.** If all or any portion of the Building is at any time damaged or destroyed, Landlord may terminate this Lease by written notice to the Tenant within 30 days after the date of damage or destruction, which termination will be effective on the date that is 30 days following the date such notice is given. In the event of a termination under this Paragraph, any proceeds of insurance payable by reason of damage or destruction of the Building must be paid to Landlord, and Tenant will have no further right or interest therein. Tenant is entitled to any applicable insurance proceeds payable only with respect to Tenant's inventory and removable personal property. Upon such termination, Tenant must surrender the Premises and remove its personal property therefrom.

15. **Tenant's Insurance.** Tenant agrees, from the date Tenant first occupies the Premises for any purpose and thereafter throughout the Term, at its sole expense, to procure and maintain in full force and effect, the following:

a. For any construction work or alterations, Tenant agrees to cause its contractors and subcontractors to carry a policy or policies of worker's compensation, commercial general liability and property damage insurance, and builder's risk insurance, naming Landlord as an additional insured, with a hold harmless clause in favor of Landlord, in forms and amounts required by Landlord;

b. Commercial general liability insurance written on an "occurrence" policy form and covering liability for death or bodily injury, personal injury, and property damage arising out of or relating, directly or indirectly, to tenant's business operations; and

c. Worker's compensation insurance.

16. **Mutual Waiver of Subrogation.** Tenant hereby releases Landlord and Landlord's officials, agents, employees, and independent contractors and all persons and all persons and entities claiming through any of these persons or entities (collectively the "Landlord Group"), and Landlord hereby releases Tenant and Tenant's officers, directors, members, partners, agents,

employees, lenders, and independent contractors and all persons and entities claiming through any of these persons or entities (collectively "Tenant Group"), from liability for loss or damage to property arising out of or incident to any peril required to be insured against in this Lease. If such loss or damage to a party's property occurs, such party agrees to look solely to its insurance for recovery. This release is not limited by the amount of insurance carried or required to be carried under this Lease or by any deductibles applicable thereto, or invalidated by a party's failure to carry insurance. This release is applicable even if the loss or damage is caused by the fault or negligence of any member of Landlord Group or Tenant Group, as the case may be. Tenant agrees to obtain from its insurance carrier(s) a waiver of subrogation clause or endorsement consistent with the foregoing.

17. **Indemnification.** To the fullest extent permitted by law, and except to the extent any of the following are caused by the willful, reckless, or grossly negligent act or omission by any of the Landlord Group, Tenant shall indemnify, defend, and hold harmless Landlord (and its officials, agents, employees, and independent contractors) for, from, and against any and all claims, actions, damages, liabilities, losses (including loss of rents), attorneys' fees, costs and expenses whatsoever including, without limitation, those in respect of loss of life, bodily injury, personal injury, advertising injury or damage to property, arising from any bodily injury, personal injury, or property damage occurring in, upon, or relating to the Premises during the Term. This Paragraph survives the termination of this Lease.

18. **Subleases and Third-Party Beneficiaries.** Landlord's prior written consent is required for Tenant to sublet any part of the Premises. Tenant shall, in any sublease applicable to the Premises, require any subtenant to acknowledge receipt and review of this Lease, and incorporate the provisions of this Lease therein and covenant to comply with the Lease. Any sublease in violation of this Lease constitutes a default under this Lease and is, at Landlord's option, voidable. There are no third-party beneficiaries to this Agreement.

19. **Eminent Domain.** If any authority exercises eminent domain authority against any part of the Premises, Landlord has the option but not the obligation to terminate the Lease.

20. **Damages Waiver and Damages Cap.** Landlord is not liable to Tenant for any consequential damages, specifically including lost profits, lost revenue, or other damages for business interruption related to any breach of this Lease or any concern related to the Premises. Further, Landlord is not liable to Tenant for any indirect, incidental, punitive damages, reliance damages, or special damages related to any breach of this Lease or any concern related to the Premises. Notwithstanding anything to the contrary in this Lease, Landlord's total maximum liability for any and all losses, injury, or damages in any way arising out of or in connection with this Lease (whether arising out of breach of contract, tort, or otherwise) and for any other claim, will be the lesser of (a.) the total amount of Rent that has been paid by Tenant to Landlord under

the Lease; or (b.) \$10,000.00. This limitation of liability is for any and all matters for which Landlord may otherwise have liability arising out of or in connection with this Lease, whether the claim arises in contract, tort, statute or otherwise, and this limitation of liability is cumulative, with all payments for claims or damages in connection with this Lease being aggregated to determine satisfaction of the limit. The existence of one or more claims does not enlarge the limit. This Paragraph survives the expiration or earlier termination of this Lease.

21. **Tenant Default.** Tenant is in default under this Lease for any of the following reasons:

a. Tenant does not make any payment of Rent when due;

b. Tenant fails to perform any nonmonetary obligation of Tenant under this Lease and such failure continues for 30 days after notice from Landlord to Tenant;

c. (1) A petition or proceeding under the Federal Bankruptcy Act or any amendment thereto or successor statute are filed or commenced by or against Tenant, and if against Tenant, said proceedings are not dismissed within 60 days following commencement thereof; (2) Tenant is adjudged insolvent, or makes a general assignment for the benefit of, or enters into an arrangement with, its creditors; (3) a writ of attachment or execution is levied on the leasehold estate hereby created and is not released or satisfied within 60 days thereafter; or (4) a receiver is appointed in any proceeding or action to which Tenant is a party with authority to take possession or control of the Premises or the business conducted thereon by Tenant and such receiver is not discharged within 30 days after his appointment; or

d. Tenant fails to procure the discharge of any lien as required herein.

22. **Remedies.** Upon a default of Tenant as provided herein, Landlord, in addition to any other rights or remedies available to Landlord at law or in equity, has the right at its option, without any further demand or notice, to pursue any one or more of the following remedies:

a. Immediately or at any time thereafter re-enter and take possession of the Premises and remove Tenant, Tenant's agents, any subtenants, licensees, concessionaires, or invitees and any or all of their property from the Premises. Reentry and removal may be effected through any action or proceeding permitted by law;

b. File an action to collect Rent or other amounts owing under the Lease, with or without entering into possession and without terminating this Lease; and/or

c. Elect to terminate this Lease by written notice to Tenant, in which case Tenant shall immediately surrender possession of the Premises.

23. **Termination for Maintenance Issue; Termination Without Cause.** In the event that the Premises require substantial maintenance or repair (as determined by Landlord in its discretion), Landlord may terminate this Lease upon 30 days' written notice. In addition, Landlord may terminate the Lease upon 120 days' notice for any reason or no reason at all. In the event of any termination under this Paragraph, Tenant will surrender possession of the Premises on or before the effective date of termination.

24. **Landlord's Reasonable Right of Entry.** Tenant will allow Landlord reasonable access to inspect and perform any necessary repairs at the Premises.

25. **Restriction on Transfers.** Tenant may not, either voluntarily or by operation of law, assign, mortgage, encumber or hypothecate this Lease or any interest therein, or permit the use of the Premises by any person or persons other than Tenant (the agents and employees of Tenant excepted), or sublet the Premises or any part thereof, without in each instance obtaining Landlord's prior written consent, which consent may not be unreasonably withheld. Any sale, assignment, mortgage, or transfer of this Lease or subletting of the Premises by Tenant that does not comply with the provisions of this Lease constitutes a default under this Lease (subject to cure as provided herein), and is, at Landlord's option, voidable.


26. **Authority.** The individuals who sign this Lease represent that they have legal authority to sign this Lease on behalf of the entity indicated.

27. **Relationship of the Parties.** The relationship of the parties to this Lease is solely that of landlord and tenant, and in no event may the parties be considered as principal and agent, partners, or joint venturers.

28. **Integration.** This Lease contains the entire understanding and agreement of the parties with respect to all matters referred to herein, and all prior negotiations and understandings are superseded and merged into this Lease.

DATED this _____ day of September, 2025.

Washington County, a political
subdivision of the State of Utah


By: Victor Iverson
Its: Commission Chair

United We Pledge, a Utah nonprofit
corporation



By: DENNIS LEAMITT
Its: PRESIDENT

EXHIBIT A

ALL of Lot 1, Block 29, Plat A, ST. GEORGE CITY SURVEY;

LESS AND EXCEPTING THEREFROM, that parcel of land conveyed to the Daughters of the Utah Pioneers via county clerk's deed recorded September 30, 1980, Instrument No. 00220026, Book: 277 Page: 741-742. Said parcel described as follows:

Beginning at a point South 0°08'44" West, 10.00 feet from NE corner of Lot 1, Block 29, Plat A, ST. GEORGE CITY SURVEY; thence North 89°51'30" West, 132.00 feet; thence South 0°08'44" West, 80.00 feet; thence South 89°51'30" East, 132.00 feet; thence North 0°08'44" East, 80.00 feet to the Point of Beginning.

Containing approximately 0.24 acres.

ALSO LESS AND EXCEPTING THEREFROM, the Northerly 10 feet of Lot 1, Block 29, Plat A, ST. GEORGE CITY SURVEY. The perimeter of said parcel being more particularly described as follows:

Beginning at the Northeast Corner of Lot 1, Block 29, Plat A, ST. GEORGE CITY SURVEY, running thence South 00°08'44" West along the East Lot line of said Lot 1, 10.00 feet; thence North 89°51'30" West 132.00 feet to the West line of said Lot 1; thence North 00°08'44" East 10.00 feet to the Northwest Corner of said Lot 1; thence South 89°51'30" East 132.00 feet to the Northeast Corner of said Lot 1 and the Point of Beginning.

Containing approximately 0.03 acres.

TOGETHER WITH all improvements and appurtenances thereunto belonging,

TO HAVE AND TO HOLD such property to Grantee, Washington County, a political subdivision of the State of Utah.