

GROUND LEASE AGREEMENT

At 12-242-0009

This is a Commercial Ground Lease Agreement between Chelemes Enterprises LLC, Sam J. Chelemes, Manager, (Lessor) and the Davis County School District (Lessee). This lease is for a concrete walkway, in Clearfield, Utah, approximately 12 feet by 29 feet (350 sq. ft. +/-), for access across Chelemes Enterprises' property, between the Antelope School and a new school parking lot. The concrete walkway crosses an active roadway designated for future commercial access and is currently used by the Landlord, the Landlord's tenants on the present, adjacent agricultural property, and will be used by future commercial property owners. It is the responsibility of the Lessee to ensure the safety of students and personnel who use this leased crossing area and to maintain the walkway and access steps in a safe, useable condition.

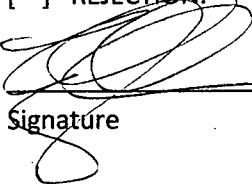
The beginning point of the leased property is described as: From the Northeast Corner of Section 14, Township 4 North, Range 2 West, Salt Lake Base and Meridian; thence N 89° 59' 50" W, approximately 33 feet to a point; thence S 0° 10' 11" W, approximately 528.0 feet, to a point on the west side of South Main Street, Clearfield, Utah; thence N 89° 59' 50" W, approximately 100.5 feet to the beginning point of the 350 sq. ft. leased concrete walkway. Thence N 89° 59' 50" W, approximately 12 ft. to a point; thence N 0° 10' 11" E, approximately 29 ft. to a point; thence S 89° 59' 50" E, approximately 12 ft. to a point; thence S 0° 10' 11" W, approximately 29 ft. to the point of beginning of the concrete walkway lease area. See attachment.

The first lease period will extend for a period of 10 years, beginning on July 1, 2017, with Lessee having the First Right of Refusal for three extensions of five years each. The annual rent for this lease is Ten Dollars (\$10.00) per year payable to the Lessor, in advance, on July 1, 2017, and each year thereafter by July 1st.

ACCEPTANCE / REJECTION GROUND LEASE AGREEMENT TERMS



CHECK ONE:

- ACCEPTANCE: Lessee hereby accepts the terms of the Ground Lease Agreement.
- REJECTION: Lessee hereby rejects the terms of the Ground Lease Agreement.

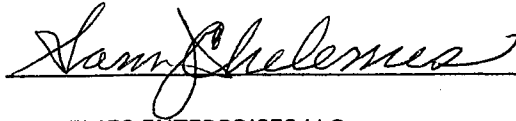

 Signature _____ Date 5/4/17 Time 2:20 pm

CHECK ONE:

- ACCEPTANCE: Lessor hereby accepts the terms of the Ground Lease Agreement.
- REJECTION: Lessor hereby rejects the terms of the Ground Lease Agreement.


 Signature _____ Date 5-8-17


8:35 3019377 B 6763 P 63-66
 RICHARD T. MAUGHAN
 DAVIS COUNTY, UTAH RECORDER
 05/11/2017 10:17 AM
 FEE \$16.00 Pgs: 4
 DEP RTT REC'D FOR SAM CHELEMES



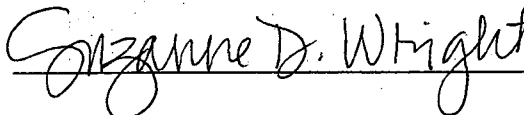
CHELEMES ENTERPRISES LLC

Sam J. Chelemes, Manager

STATE OF UTAH

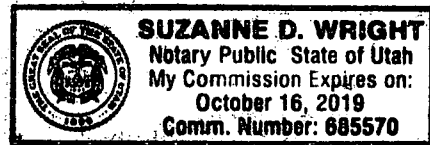
COUNTY OF UTAH

On the 11th day of May 2017, Personally appeared before me Sam J. Chelemes, Manager of Chelemes Enterprises LLC, the signer of the within instrument, who duly acknowledged to me that he executed the same



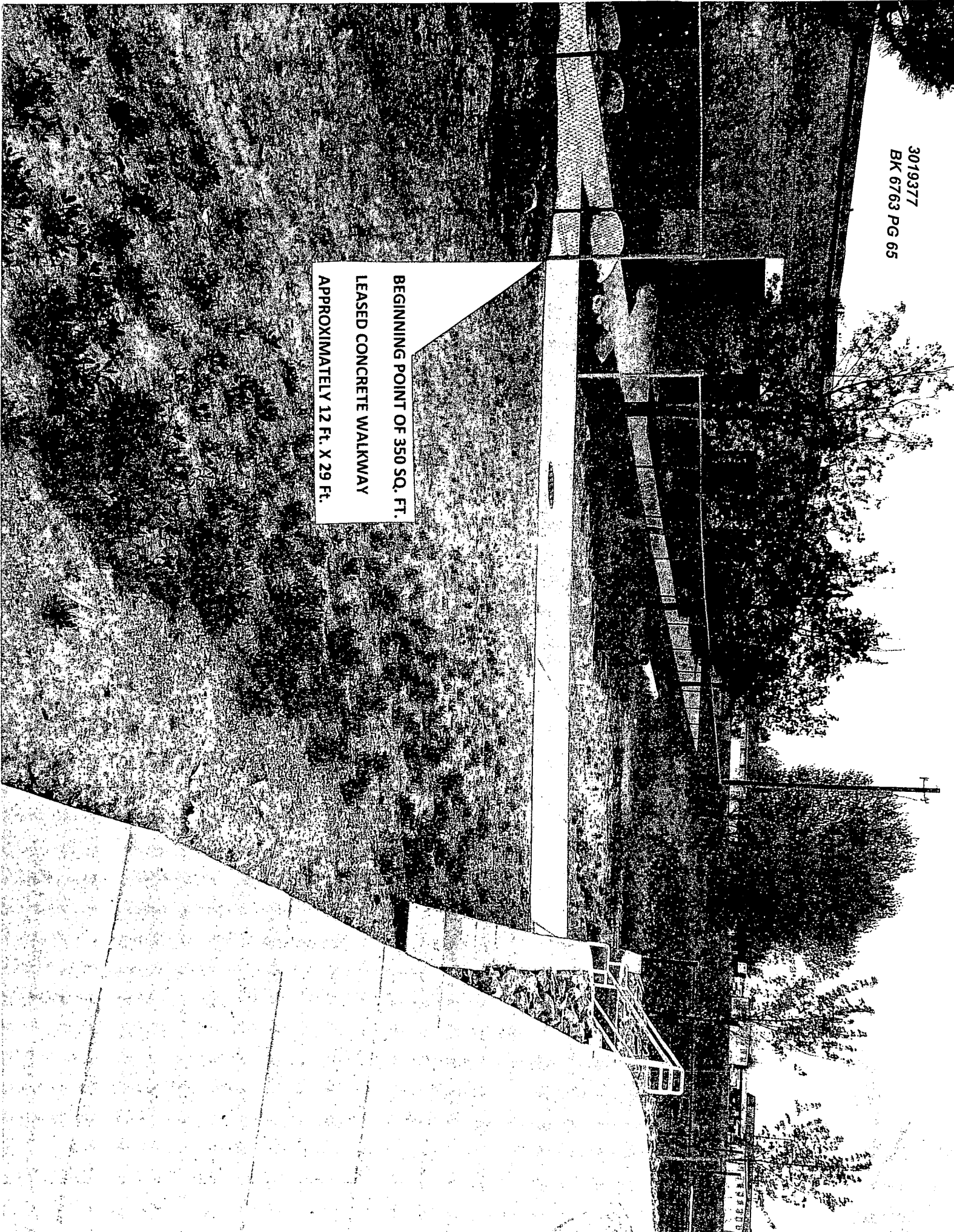
NOTARY PUBLIC

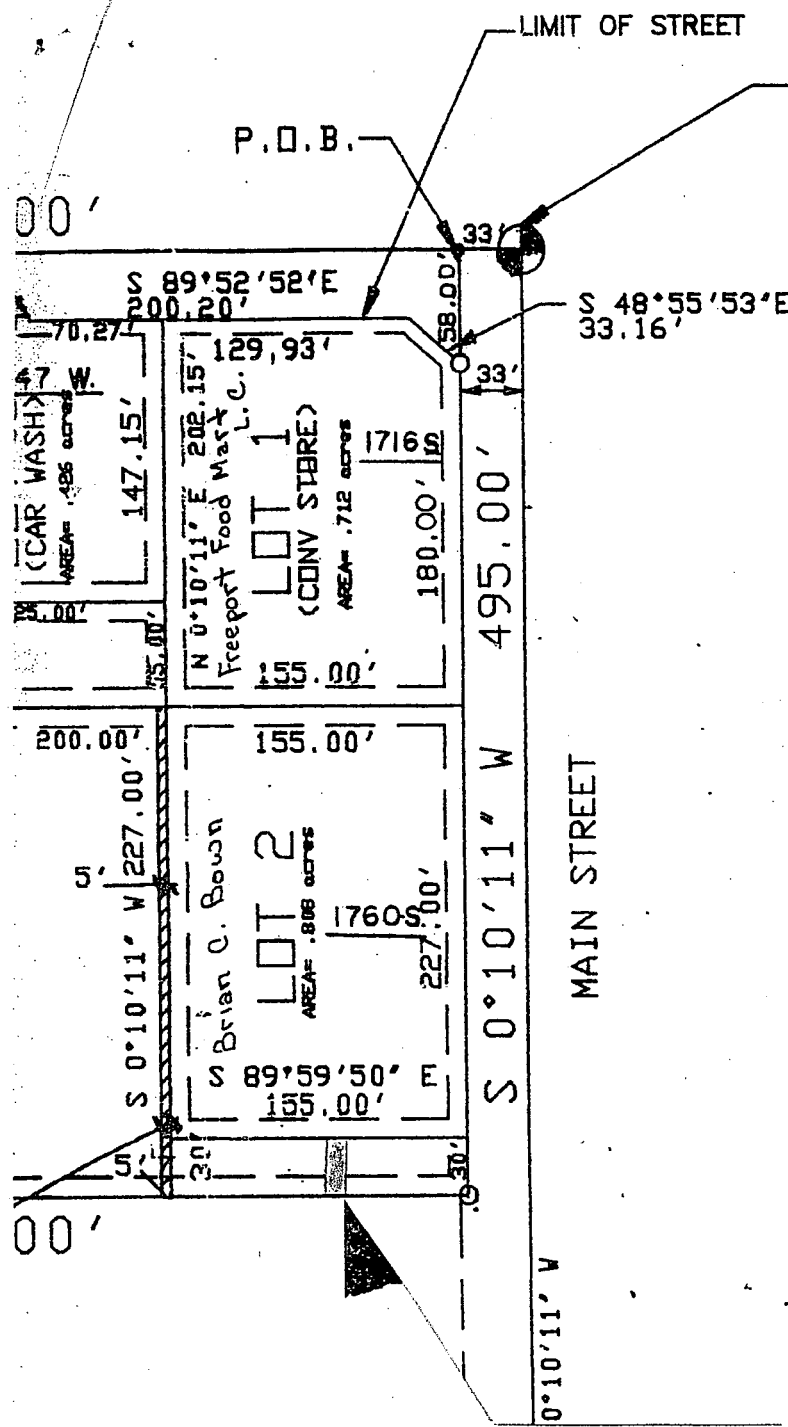
My Commission expires 10-16-2019



3019377
BK 6763 PG 65

BEGINNING POINT OF 350 SQ. FT.
LEASED CONCRETE WALKWAY
APPROXIMATELY 12 Ft. X 29 Ft.





Northeast Corner of Section 14,
Township 4 North, Range 2 West,
Salt Lake Base and Meridian

3019377
BK 6763 PG 66

BEGINNING POINT OF 350 SQ. FT.
LEASD CONCRETE WALKWAY
APPROXIMATELY 12 Ft. X 29 Ft.

SUBDIVISION HOLT COMMERCIAL
 SECTION 14 T4N R2W