

LEASE AGREEMENT
J. RUBEN CLARK FARM

This agreement, made this 3rd day of March, 2011, is by and between Grantsville City Corporation, with its address at 429 East Main Street, Grantsville, Utah 84029 ("Landlord"), and Tenant ("Tenant").

1. Premises and Term. Landlord does hereby demise unto Tenant, and Tenant Does hereby hire from Landlord, the J. Ruben Clark Farm property, situated in Grantsville City, County of Tooele, State of Utah more particularly described in Exhibit "A" attached hereto ("Demised Premises").

To have and to hold, the Demised Premises unto Tenant for a term commencing on March 7, 2011 and extending until midnight on November 30, 2011.

2. Rent. For and during the Term, Tenant shall pay to Landlord rent at the total annual rate of \$550.00, in advance on or before the first day of April 2011 and on or before April 1st of each year that this lease may be extended at the option of Landlord, at the above stated address of Landlord or such other place as Landlord may designate by notice to Tenant.

3. Option To Renew. Landlord shall have the option to renew this Lease Agreement one year at a time for three successive years . Tenant shall indicate his desire to renew this Lease by written notice to Landlord on or before February 1st of the next successive year and Landlord shall have 30 days at its option to accept the request to renew the lease for an additional one year term (March 7 to November 30). If Landlord desires not to renew the lease for any reason in its discretion or if Tenant does not give its intent to renew this Lease by February 1st, then Landlord shall be free to lease the Demised Premises for any subsequent period to any other party on such terms that it deems advisable. Any renewal shall be upon the terms and conditions of this Lease Agreement, except that the rent to be paid during any such extension of this Lease Agreement may be renegotiated by the parties.

4. Use of Demised Premises - Good Husbandry. Tenant shall only use the Demised Premises for the production of crops and for no other purpose. Tenant shall at all times that this lease is in effect use good husbandry practices and shall not damage the Demised Premises, reasonable wear and tear excepted in the normal production of crops. Tenant shall not allow animals to be placed on the Demised Premises for any purpose.

5. Irrigation Water. If Tenant elects to irrigate the Demised Premises, Tenant shall provide irrigation water from Tenant's own rights and sources at Tenant's sole expense. Tenant shall also provide the irrigation pipe and other fixtures necessary to irrigate the Demised Premises

6. Taxes. Tenant covenants and agrees to pay, if necessary any real property taxes that may be taxed, charged, levied, assessed or imposed on the Demised Premises or any part thereof as a result of Tenant's use of the Demised Premises under this agreement.

7. Landlord Not Liable for Damage to Tenant's Personal Property. Landlord shall not be responsible to Tenant for any loss or damage to the Tenant's personal property or crops for any cause whatever, except the willful act of Landlord.

8. Indemnification. Tenant agrees that it will indemnify and hold harmless Landlord from and against all claims or for any damage(s) that may result from Tenant's use of Landlord's property, pursuant to this agreement, including attorney's fees or other costs..

9. Removal of Tenant's Improvements. Tenant shall upon the termination of this Lease remove all personal property, irrigation lines or pipes or related facilities from the Demised Premises.

10. Compliance with Ordinances, etc. During the Term, Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations, and requirements of the Federal, State and municipal governments and of any and all their departments and bureaus applicable to Tenant's use of the premises and for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon or connected with the use of the premises but only, however, to the extent that such results from the particular use of the Tenant.

11. Assignment and Subletting. Tenant shall not assign this lease, or sublet the whole or any part or parts of the Demised Premises, except with the prior written consent of Landlord.

12. Events of Default. If any one or more of the following events ("default" or "event of default") shall happen:

(A) Tenant shall default in the due and punctual payment of rent or any other payments required by Tenant hereunder and such default shall continue for 15 days after receipt of written notice from Landlord; or

(B) Tenant shall neglect or fail to perform or observe any of the covenants herein contained on Tenant's part to be performed or observed and Tenant shall fail to remedy the same within 30 days after Landlord shall have given to Tenant written notice specifying such neglect or failure or within such additional period, if any, as may be reasonably required to cure such default if it is of such a nature that it cannot be cured within such 30 day period; or

(C) Tenant shall (i) admit in writing its inability to pay its debts generally as they become due, or file a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Act (as now or in the future amended) or an answer or other pleading be filed by or on behalf of Tenant admitting the material allegations of such a petition or seeking, consenting to or acquiescing in the relief provided for under such Act, or (ii) makes an assignment of all or of a substantial part of its property for the benefit of its creditors, or (iii) seek or consent to or acquiesce in the appointment of a receiver or trustee for all or a substantial part of its property or of the Demised Premises, or of its interest in this Lease or (iv) be adjudicated a bankrupt or insolvent, or approve a petition filed against it for the effecting of an arrangement in bankruptcy or for a reorganization pursuant to the Bankruptcy Act; provided, however, that none of the events described in this subparagraph (C) shall constitute an "event of default" if Tenant shall continue to pay the rent and such other charges as are reserved hereunder; then Landlord shall

have the right, at its election, then or at any time thereafter, and while such event of default shall continue, to either

(1) Give Tenant written notice of Landlord's intention to terminate this Lease on the date of such notice or on any later date specified therein, and on the date specified in such notice Tenant's right to the use, occupancy and possession of the Demised Premises shall cease and this Lease shall thereupon be terminated; or

(2) Re-enter and take possession of the Demised Premises or any part thereof and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove the personal property or effects of both or either therefrom without being deemed guilty of any manner of trespass. Any such property which is removed may be stored by Landlord in a public warehouse or elsewhere at the cost of and for the account of Tenant. Should Landlord elect to reenter as provided in this subparagraph (B) or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law then this Lease shall be deemed to have been terminated as of the date of such repossession or reentry.

In the event that Landlord does not elect to terminate this Lease as permitted in subparagraph (A) above, but on the contrary elects to take possession as provided in subparagraph (B) above, then such repossession shall relieve Tenant of its liability and obligation under this Lease. In the event of such repossession, Tenant shall pay the rent and all additional rent and other sums as herein provided up to the time of termination of this Lease (which Landlord can declare at any time while Tenant remains in default).

13. Tenants Rights When Conditioned on Absence of Default. Whenever in this Lease a right or obligation of Tenant or Landlord is conditioned upon the presence or absence of any default, noncompliance, nonperformance, violation or breach by the Tenant of any of the Tenant's obligations under this lease, the Tenant shall not be deemed to be in default, noncompliance, nonperformance, violation or breach of any such obligation unless and until the Tenant's time to rule the same, as herein elsewhere provided, has expired.

14. Surrender of Premises. Upon termination of this lease, whether by lapse of time, cancellation pursuant to an election provided for herein, forfeiture or otherwise, Tenant shall immediately surrender possession of the Demised Premises to Landlord, reasonable use and wear from normal farming operations excepted. At any time during the term of this Lease and upon the termination of this Lease, Tenant shall have the right to remove from the Demised Premises all Tenant's improvements and personal property. If this Lease terminates at any time other than the time fixed as the expiration of the Term, Tenant shall have a reasonable time not exceeding 60 days thereafter to effect such removal. If any of such property shall remain on the Demised Premises after the end of the Term, or after the 60-day period above specified in the event termination occurs prior to the time fixed as expiration of the Term, such property shall be and become the property of Landlord without any claim therein of Tenant should Landlord so elect.

15. Quiet Enjoyment. Landlord covenants that Tenant, so long as Tenant is not in default hereunder, shall and may peaceably and quietly have, hold and enjoy the premises for and during the Term.

16. Remedies Cumulative. The specific remedies to which Landlord or Tenant may resort under the terms of this lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which they may be lawfully entitled in case of any breach or threatened breach by either of them or of any provisions of this Lease.

17. Right To Cure Other Party's Defaults. In the event of any default hereunder by Tenant, Landlord may, if such default continues after reasonable notice thereof to Tenant, cure such default for the account and at the expense of Tenant. If Landlord at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorneys' fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce Landlord's rights hereunder or otherwise, the sum or sums so paid by Landlord, with all interest, costs and damages, shall on demand be deemed to be additional rent hereunder and shall be due from Tenant to Landlord on the first day of the month following the incurring of such respective expenses. This provision is in addition to the rights of Landlord to terminate this Lease by reason of any default on the part of Tenant.

18. Notices. Any notice, demand or request which under the terms of this Lease or under any statute must or may be given or made by either of the parties hereto to the other party shall be in writing, and shall be given by mailing the same by registered mail addressed to the address first written above. Either party, however, may designate in writing any new or other address to which such notice, demand or request shall thereafter be so mailed. Any such notice, demand or request shall be deemed given when deposited in a United States general or branch post office, maintained by the United States Government, enclosed in a registered, prepaid wrapper address as provided above.

19. No Oral Modification. This instrument contains all the agreements and conditions made between the parties hereto with respect to the leasing of the Demised Premises, and may not be modified, waived or terminated in any manner other than by an agreement in writing signed by all the parties hereto or their respective successors in interest.

20. Applicable Law. The law of the state in which the Demised Premises are located shall govern the rights and duties of the parties to this Lease and the interpretation of its provisions.

22. Fees and Expenses. If at any time during the term hereof after notice Tenant or Landlord fails, refuses or neglects to do any of the things herein provided to be done by it, Landlord or Tenant, as the case may be, shall have the right but not the obligation to do the same, but at the cost and for the account of the other party, and any amount so expended shall be repaid to Landlord or Tenant forthwith upon payment by the other party. In the event of any litigation or arbitration between Tenant and Landlord to enforce any provision of this Lease or any right of either party hereto, the unsuccessful party to such litigation or arbitration shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein. Moreover, if either party hereto without fault is made a party to any litigation instituted by or against any other party to this Lease, such other party shall indemnify Landlord or Tenant, as the

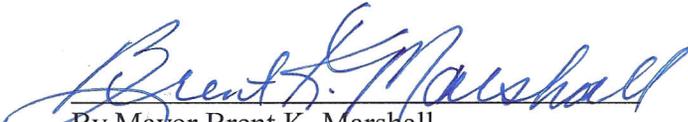
case may be, against and save it harmless from all costs and expenses, including reasonable attorneys' fees incurred by it in connection therewith.

23. Captions. The captions as to contents of particular articles herein are inserted only for convenience, and are in no way to be construed as parts of this Lease or as limitations or qualifications or enlargements of the particular articles to which they refer.

In witness whereof, each of the parties hereto has caused this instrument to be duly executed as of the day and year first above written.

Grantsville City Corporation (Landlord)

Tenant


By Mayor Brent K. Marshall


Signature
Ryan K. Marshall
281 E. NORTH ST.
Address
435-981-083
Telephone Number

ATTEST


Christine Webb - Deputy Grantsville City Recorder

(SEAL)

Approved as to From:


Ronald L. Elton - Grantsville City Attorney



"EXHIBIT A"
LEASE AGREEMENT
J. RUBEN CLARK FARM

The property that is subject to this agreement is the real property owned by Grantsville City, located at the north end of property known as the J. Ruben Clark Farm, containing approximately 37 acres. Said property is located north of the J. Ruben Clark Farm buildings and corrals and north of the fence located just north of the northern most corrals. The exact location of the property subject to this agreement shall be identified by Mayor Brent K. Marshall, if any questions arise.