

## LEASE AGREEMENT

This **Lease Agreement** (“Agreement”), dated as of January 1, 2022, (the “Effective Date”), is entered into by and between Wyoming Catholic College, a Wyoming non-profit religious corporation (hereinafter referred to as “Lessee”), and Old Town, LLC, a Utah limited liability company (hereinafter referred to as “Lessor”).

Access to the Property requires the use of Right-of-Way UTU-75383 (the “ROW”) granted by the United States Department of the Interior, Bureau of Land Management, the terms and conditions of which are attached and incorporated hereto as Exhibit B.

1. **PREMISES LEASED.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, certain real property commonly known as Flat Pass and located in San Juan County, State of Utah (the “Property” or the “Premises”), more particularly described in Exhibit B, attached hereto and incorporated herein by this reference. The Property includes a lease of any and all recreational amenities located within the Property, including without limitation, patios, bridges, rock climbing routes, other man-made structures, trails, campgrounds, and facilities together with all of such amenities’ appurtenant and associated equipment, and the areas in, under or around such Amenities.

2. **TERM.** The lease shall commence on January 1, 2022 and shall continue until July 1, 2022 (the “Lease Term”). Either party may terminate this Agreement at any time and for any reason, by providing at least thirty (30) days’ prior written notice to the other party. In addition, the Lessor may terminate the lease anytime if Lessee does not comply with the lease agreement and property rules and regulations.

3. **RENT.** Lessee shall pay to Lessor, as rent for the Premises during the Lease Term, the sum of \$20 per night during which Lessee occupies the Property. Lessee shall only be obligated to pay Rent for the time Lessee occupies the Property.

4. **PAYMENT AND DEPOSIT.** Rent, deposits, and other charges payable by Lessee shall be mailed to 5292 S College Drive, Suite 304, Murray, UT 84123 or paid by any alternative method approved by Lessor. All paper payments are to be made by check or money order and written to Old Town, LLC. In addition, Lessee shall pay a \$500 deposit prior to any use on the property. The deposit will be returned to Lessee at the end of the contract minus any fees associated with returning the property to the same basic condition as received, with the exception of ordinary and reasonable wear and tear.

### **5. MAINTENANCE AND REPAIRS; CONDITIONS UPON EXPIRATION OR TERMINATION OF LEASE TERM.**

5.1. **Maintenance and Repairs.** Lessee shall, at its own cost and expense, be responsible for maintaining in good repair, and for all repairs, modifications and replacements to the Premises.

5.2. **Condition upon Expiration of Lease Term.** Upon expiration or earlier termination of this Agreement, Lessee shall surrender the Premises in the basic same condition as received, with the exception of ordinary and reasonable wear and tear and damage by wildfire (not caused by the lessee), earthquake, acts of God, or the elements, and shall within ten (10) days after any written request from Lessor remove or cause to be removed at Lessee’s expense from the Premises any signs, fixtures, notices, and displays placed on the Premises by Lessee. Lessee may

at any time during the Lease Term or within ten (10) days after the expiration, or earlier termination of this Agreement, remove any furniture, fixtures, equipment, or other personal property furnished by Lessee. However, Lessee shall repair any damage to the Premises caused by or in connection with the removal of any such furniture, fixtures, equipment, or other personal property furnished by Lessee. Any such furniture, fixture, equipment, or other personal property, which is not removed within ten (10) days after expiration, or earlier termination, of this Agreement, shall immediately become the property of Lessor.

**6. IMPROVEMENTS.** After receiving express permission, lessee shall have the right, at its own cost and expense, to make all improvements Lessee deems necessary to facilitate the use of the Premises, provided, however, that any such improvement shall (a) not diminish the value of the Premises, (b) comply with all applicable laws and ordinances, (c) be made only upon the prior consent of Lessor, and (d) be made only after Lessee has provided Lessor with such indemnification and/or bonds, in such a form and amount as is reasonably satisfactory to Lessor, to protect against claims and liens for labor performed and materials furnished. Lessee shall submit any request for Lessor's consent to improvements in advance in writing, including a detailed description of any proposed improvement or alteration, including its location on the Property. Lessee is prohibited from cutting down trees or branches or altering the Property other than for approved improvements. If Lessee chooses to use any temporary structures, Lessee is responsible for paying rental fees, maintenance fees, and choosing a location that is accessible without damaging the Property. Lessee shall indemnify, defend, and hold harmless Lessor from and against any and all liens, claims, and liabilities, which may arise out of or be associated with any such improvements. Any improvements made pursuant to this Section 6 shall immediately become part of the Premises, and title thereto shall belong to Lessor and shall be subject to the maintenance and repair obligations set forth in Section 5 herein.

**7. USE.** Lessee shall use the Premises for any approved purposes permitted by Lessor and permitted under applicable law, specifically including the operating of rock climbing, rappelling, camping, and recreational business upon the Premises. Lessee shall not commit any waste upon the Premises and shall not conduct, nor allow to be conducted, any activity, which is or becomes unlawful, prohibited, or a nuisance. Lessee shall comply with and abide by all laws, ordinances, and regulations of all municipal, county, state and federal authorities, which are now in force or which may hereafter become effective with respect to the use and occupancy of the Premises. Lessee may use any of the equipment or furnishings on the Premises. Lessor makes no representation or warranty regarding the status or condition of any of the equipment or furnishings left on the Premises.

**8. INSURANCE.**

**8.1.** Lessee shall, at its sole cost and expense, maintain during the Lease Term all necessary insurance for the Premises including but not limited to (a) fire and extended coverage insurance for the personal property, fixtures, equipment, and improvements on the Premises in amounts equal to the insurable value thereof, (b) general public liability insurance written on a so-called "comprehensive" general liability form with respect to the Property with combined single-limit coverage (for personal injury, property damage or death arising out of any one occurrence) including excess liability coverage, of at least One Million Dollars (\$1,000,000.00), naming Lessor and Lessor's designees as additional insured under the policy, (c) worker's compensation insurance and (d) such other insurance as is customary in the outdoor tourism industry. So long as this Agreement remains in effect, the proceeds from any fire and extended coverage insurance shall be used to repair, restore, or replace the personal property, fixtures, equipment, and improvements so

insured. Lessee shall cause Lessor to be included as additional insureds in said policy or policies which shall contain provisions, if and to the extent available, that it or they will not be cancelled except upon at least thirty (30) days prior notice to all insureds. Lessee shall furnish to Lessor reasonably satisfactory evidence that such insurance is in effect at or before the Lease Term. The policy shall insure performance by Lessee of the indemnity provisions of Section 14 herein. The limits of said insurance shall not, however, limit the liability of Lessee hereunder. All insurance to be carried by Lessee shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

**8.2.** Insurance required hereunder shall be issued by companies holding a “General Policyholders Rating” of not less than “A,” as set forth in the most current issue of “Best’s Insurance Reports,” or any successor thereto (or if there be none, an organization having a national reputation). No policy carried by Lessee shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days’ prior written notice to Lessor. Not less than thirty (30) days prior to the expiration of such policies, Lessee shall furnish Lessor with renewals or “binders” thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee upon demand.

## **9. DAMAGE OR DESTRUCTION.**

**9.1. Minor Damage.** If at any time during the Lease Term the Premises are damaged through no fault of Lessee, and such damage is not “substantial,” as that term is hereinafter defined, then Lessee shall promptly repair such damage at Lessee’s expense, or with the proceeds of applicable insurance, and this Agreement shall continue in full force and effect.

**9.2. Major Damage.** If at any time during the Lease Term the Premises are destroyed or damaged through no fault of Lessee, and such damage is “substantial,” as that term is hereinafter defined, then Lessor may at its option either (i) repair such damages as soon as reasonably possible at Lessor’s expense, or with the proceeds of applicable insurance, in which event this Agreement shall continue in full force and effect, or (ii) terminate this Agreement as of the date of the occurrence of such destruction or damage. In either event, Lessor shall give Lessee written notice of its intention within thirty (30) days after the date of the occurrence of such destruction or damage.

**9.3. Abatement of Rent.** If the Premises are destroyed or damaged and Lessor repairs or restores the Premises pursuant to the provisions of this Section 9, the Rent payable under this Agreement for the period during which such destruction, damage, repair or restoration continues shall be abated in proportion to the degree to which the Premises are rendered untenantable.

**9.4. “Substantial” Damage.** The term “substantial,” as it relates to damage to the Premises under this Section 9 shall mean the destruction of more than seventy-five percent (75%) of the improvements and useable space on the Premises.

## **10. CONDEMNATION.**

**10.1. Entire or Substantial Taking.** If the entire Premises, or so much thereof as to make the balance not reasonably adequate for the conduct of Lessee’s business, shall be taken under the power of eminent domain, or voluntarily sold under a threat thereof, this Agreement shall automatically terminate as of the date on which the condemning authority takes title to, or possession of, the Premises, whichever occurs first.

**10.2. Partial Taking.** In the event of any taking under the power of eminent domain, or the voluntary sale under a threat thereof, of a portion of the Premises which does not result in a termination of this Agreement, the Rent payable under this Agreement shall be reduced, on an equitable basis, taking into account the relative value to Lessee of the portion of the Premises taken as compared to the portion thereof remaining. Lessor shall promptly, at its own cost and expense, restore the portion of the Premises not so taken to as near its former condition as is reasonably possible and this Agreement shall continue in full force and effect.

**11. ENVIRONMENTAL MATTERS.**

**11.1.** Lessee shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises in violation of any Environmental Law. Lessee shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of relatively small quantities of Hazardous Substances that are generally recognized to be appropriate to normal commercial uses of the Premises, so long as such use is in compliance with any Environmental Law.

**11.2.** Lessee shall be solely responsible for, shall indemnify, defend and hold harmless Lessor, its directors, officers, employees, attorneys, agents, and their respective successors and assigns, from and against any and all claims, demands, causes of action, loss, damage, cost (including actual attorneys' fees and court costs and costs of any required or necessary repair, cleanup or detoxification of the Premises and the preparation and implementation of any closure, abatement, containment, remedial or other required plan), expenses and liability directly or indirectly arising out of or attributable to, following the effective date of this Lease Agreement, (a) the use, generation, storage, release, threatened release, discharge, disposal, abatement or presence of Hazardous Substances on, under or about the Premises, (b) the transport to or from the Premises of any Hazardous Substances, (c) the violation of any Hazardous Substances law, and (d) any Hazardous Substances claims.

**11.3.** As used in this Section 11, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Section 11, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises is located that relate to health, safety or environmental protection.

**12. ASSIGNMENT AND SUBLEASE.**

**12.1.** Lessee shall not, directly or indirectly, voluntarily or by operation of law, assign or in any manner transfer this Agreement or any estate or interest therein, or sublet the Property or any part thereof, or grant any license, concession or other right of occupancy of any portion of the Property without the prior written consent of Lessor, which may be withheld in Lessor's sole discretion. Consent by Lessor to one or more assignment or subletting shall not operate as a waiver of Lessor's rights as to any subsequent assignment or subletting. Any such assignment without the consent of Lessor shall be null and void *ab initio* and shall constitute a non-curable breach of this Agreement. Lessee is allowed to charge fees above and beyond Lessor's rental fee to pay for expenses incurred by Lessee to maintain improvements and other expenses related to the maintenance and administration of the Property.

**12.2.** In the event of the transfer and assignment by Landlord of its interest in this Agreement and in the Property to a person expressly assuming Lessor's obligations under this Agreement, Lessor shall thereby be released from any further obligations hereunder, and Lessee agrees to look solely to such successor in interest of Lessor for performance of such obligations.

**13. EXPRESS ASSUMPTION OF RISK.** Lessee understands that the Property is not open to the public. Lessee acknowledges and understands that there may be hazardous conditions on the Property that are yet unknown or may be created at any time by natural events and environmental conditions outside of the Lessor's control. Lessee agrees to use the Property at Lessee's own risk and assumes all risk of injury, illness, damage, or loss that might result. Lessee warrants that all participants, employees, and invitees who enter the Property shall do so voluntarily, and shall expressly agree and promise to accept and assume all the risks that exist in using the Property and indemnify Lessor for any injury, illness, damage, or loss that might result from the use of the Property.

**14. INDEMNIFICATION.**

**14.1.** Lessee is responsible for the conduct of its directors, officers, employees, agents, contractors, servants, licensees, invitees, and participants (the "Lessee Parties"), and Lessor is responsible for the conduct of directors, officers, employees, agents, contractors, servants, licensees, invitees, and participants (the "Lessor Parties").

**14.2. Indemnification by Lessee.** To the maximum extent permitted by law, Lessee shall and hereby does indemnify, defend and hold Lessor and the Lessor Parties harmless from and against any and all actions, claims, demands, damages, liabilities and expenses, including without limitation, reasonable legal fees and disbursements asserted against, imposed upon or incurred by Lessor by reason of: (a) any violation caused, suffered or permitted by Lessee, of any of the terms, covenants, conditions, provisions or agreements of this Agreement, (b) the use or occupancy of the Property by Lessee or any Lessee Party, (c) any acts, omissions, or negligence of Lessee or any Lessee Party, in or about the Property, either prior to or during the Term, (d) any damage or injury to persons or property occurring upon or in connection with the use or occupancy of the Property during the Lease Term as a result of the negligent or intentional act or omission of Lessee or any Lessee Party, (e) the use, conduct or maintenance of the Property or any business therein or any work or thing whatsoever done, or any condition created in or about the Property during the Lease Term (or any time prior to the Lease Term that Lessee or any Lessee Party may have been given access to the Property), (f) any negligent or otherwise wrongful act or omission of Lessee or any Lessee Party during the Lease Term or (g) any failure of Lessee to perform or comply with all of the provisions of this Agreement that are applicable to Lessee, it being understood that the provisions of this indemnity are intended to indemnify Lessor and its agents against the consequences of their own negligence or fault, even when Lessor or its agents are jointly, comparatively, contributively, or concurrently negligent with Lessee, and even though any such claim, cause of action or suit is based upon or alleged to be based upon the strict liability of Lessor or its agents. However, such indemnity shall not apply to the sole or gross negligence or willful misconduct of Lessor and its agents.

**14.3. Indemnification by Lessor.** To the maximum extent permitted by law, Lessor shall and hereby does indemnify, defend and hold Lessee and the Lessee Parties harmless from and against any and all actions, claims, demands, damages, liabilities and expenses, including without limitation, reasonable legal fees and disbursements asserted against, imposed upon or incurred by Lessor by reason of the gross negligence and willful misconduct of Lessor.

**14.4.** The indemnities set forth in this Agreement shall survive termination or expiration of this Agreement and shall not terminate or be waived, diminished or affected in any manner by any abatement or apportionment of Rent under any provision of this Agreement. If any proceeding is filed for which indemnity is required hereunder, the indemnifying party agrees, upon request therefor, to defend the indemnified party in such proceeding at its sole cost utilizing counsel satisfactory to the indemnified party.

**15. WAIVER OF LIABILITY.** Lessee warrants that it will use reasonable care to prevent property damage and injury to persons while on the Property. Lessee shall waive, and shall cause all Lessee parties to waive, any claims against Lessor relating to, arising out of, or in connection with use of the Property or improvements thereon, except to the extent caused by the willful misconduct or gross negligence of Lessor.

**16. HAZARDOUS CONDITIONS.** Lessee shall report to Lessor any hazardous conditions it discovers on the Property, and Lessee shall take reasonable steps to mitigate harm that may be caused to Lessee or any of Lessee Party, including posting caution signs and providing express warnings. Lessor is permitted to take any additional steps it deems necessary to mitigate risk associated with such a hazard. Lessor is further permitted to order the evacuation and exclusion from all or a portion of the Property if deemed necessary in Lessor's sole discretion to avoid damage or injury created by a hazardous condition.

**17. PERFORMANCE OF LESSEE'S COVENANTS.** In the event, upon written demand by Lessor, Lessee fails, neglects, or refuses to perform within a reasonable time any covenant, promise, condition, or obligation in this Agreement provided by Lessee to be done, Lessor may perform such covenant, promise, condition, or obligation, and any money expended thereon, shall be charged to the account of Lessee and be payable forthwith on demand, as additional rent. The failure of Lessee to repay Lessor for any money so paid out and expended shall constitute a default under this Agreement.

**18. DEFAULT AND REMEDIES.**

**18.1. Default by Lessee.** The occurrence of any of the following shall constitute a material default and breach of this Agreement by Lessee:

- a. any failure by Lessee to pay the Rent or any other monetary sums required to be paid hereunder, where such failure continues for ten (10) days after written demand therefor by Lessor to Lessee; or
- b. the failure by Lessee to observe and perform any other provision, condition, or obligation of this Agreement to be observed or performed by Lessee hereunder, where such failure continues for thirty (30) days after written demand therefor by Lessor to Lessee; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, Lessee shall not be deemed to be in default if Lessee shall within such period commence such cure and thereafter diligently pursue the same to completion.
- c. The failure to follow all property rules and regulations listed in Exhibit A below.

**18.2. Lessor's Remedies.** In the event of a material default or breach by Lessee, Lessor may at any time thereafter, without limiting Lessor in the exercise of any right or remedy at law, by contract, or in equity which Lessor may have by reason of such default or breach:

- a. maintain this Agreement in full force and effect and recover the Rent and other monetary charges as they become due, without terminating Lessee's right to possession whether or not Lessee shall have abandoned or vacated the Premises; or
- b. terminate Lessee's right to possession by any lawful means, in which case this Agreement shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. The repossession of the demised Premises under the terms of this subsection shall not be deemed or held to be a waiver of any claim or claims of Lessor for damage on account of the default or breach of this Agreement, or any of the terms or conditions hereof, whether or not said claims for damages arise out of the failure to pay Rent or default or breach of other terms or conditions hereof.

**18.3. Default by Lessor.** Lessor shall be in material default and breach if Lessor fails to observe and perform any provision, condition, or obligation of this Agreement to be observed or performed by Lessor hereunder, where such failure continues for an unreasonable period of time, but in no event later than thirty (30) days after written demand therefor by Lessee to Lessor; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, Lessor shall not be deemed to be in default if Lessor shall within such period commence such cure and thereafter diligently pursue the same to completion.

**18.4. Lessee's Remedies.** In the event of any material default or breach by Lessor, Lessee may at any time thereafter, without limiting Lessee in the exercise of any other right or remedy at law, by contract, or in equity, which Lessee may have by reason of such default or breach:

- a. abandon the Premises immediately without any further liability to Lessor to pay Rent in the future; or
- b. cure Lessor's default or breach and deduct the cost thereof from any presently due or future Rent payments.

**19. RIGHTS UPON EXPIRATION OR TERMINATION.** All improvements and fixtures, other than Lessee's movable furniture, equipment, and other personal property, which have been made, installed, constructed or otherwise erected by Lessor and Lessee on the Premises shall become the property of Lessor and shall be surrendered with the Premises as a part thereof upon expiration or termination of this Agreement. Notwithstanding the expiration or termination of the Lease Term or this Agreement, Lessee shall be and remain liable to observe and perform all of its obligations hereunder relating to events occurring, circumstances existing, or obligations or claims arising or attributable to, the period of Lessee's use or occupancy prior to the date of expiration or termination.

**20. GENERAL PROVISIONS.**

**20.1. Access to Premises.** Lessor shall have the right to enter upon the Premises at all reasonable times for the purpose of inspecting the same and ascertaining compliance with the provisions, conditions, and obligations of this Agreement. Lessor may also show the Premises to prospective purchasers, lessees, or encumbrancers at all reasonable times.

**20.2. Place of Payment by Lessee.** All payments for Rent or other monetary charges due and payable from Lessee to Lessor shall be paid to Lessor at such place as shall be designated by Lessor in writing.

**20.3. Notices.** Any notice required or permitted hereunder to be given or transmitted between Lessor and Lessee shall be either personally delivered or mailed, postage prepaid, addressed as follows:

If to Lessee: Wyoming Catholic College  
306 Main Street  
Lander, WY 82520

If to Lessor: Old Town, LLC  
5292 S College Drive  
Suite 304  
Murray, UT 84123

or such other address for notice purposes either Lessor or Lessee may hereafter designate in writing. Any notice, which is mailed, shall be effective on the second business day following its date of mailing.

**20.4. Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, representatives, administrators, successors and assigns of the respective parties hereto.

**20.5. Waiver.** No covenant, term, condition, obligation, or the default or breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver of any covenant, term, condition, obligation, or the default or breach thereof shall not be deemed to be a waiver of any other covenant, term, condition, or obligation nor of a any preceding or succeeding breach of the same or any other covenant, term, condition, or obligation.

**20.6. Cumulative Remedies.** All rights and remedies of the respective parties to this Agreement enumerated herein shall be cumulative and none shall exclude any other right or remedy allowed by law or in equity, and such rights may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

**20.7. Severability.** If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.



**20.8. Counterparts.** This Agreement may be signed by facsimile or electronic delivery in *.pdf* format and may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

**20.9. Entire Agreement and Amendments.** Lessor and Lessee acknowledge and agree that this Agreement contains all of the agreements and understanding, oral or written, express or implied, existing on any of the subjects referred to herein, other than this written agreement itself. Lessor and Lessee also agree that every understanding and agreement on such subjects shall be merged into this Agreement, which is mutually understood to be and shall be conclusively accepted as the full agreement between Lessor and Lessee. No term or provision of this Agreement may be amended or added to except in a writing signed by all of the parties hereto or their respective successors in interest.

**20.10. Governing Law.** This Agreement, and any action arising out of or relating to this Agreement, its negotiation, validity, performance or breach, or the services contemplated hereby or the rights and obligations of the parties (whether sounding in contract, tort, statute or otherwise, and whether at law or in equity), shall be governed by and construed and enforced in accordance with the domestic substantive laws of the State of Utah, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. The parties each irrevocably: (a) consent to the exclusive jurisdiction and venue of the state and federal courts sitting in Utah in any such action, (b) agree that such courts are convenient forums for that purpose, and shall not seek to dismiss, transfer or remove such action to any other forum on grounds of lack of personal jurisdiction, improper venue, *forum non conveniens* or any similar doctrine, (c) consent to service of process in any such action effected by delivery via nationally recognized overnight courier service, addressed either Party, as applicable, at such Party's address set forth above, in addition to any other method of service provided by applicable law, (d) agree that such service of process shall be valid and (e) agree that such action shall be commenced and determined only in such courts. Notwithstanding the foregoing, actions or proceedings may be commenced in any jurisdiction to enforce or satisfy orders or judgments of such courts.

**20.11. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HEREBY WAIVE, AND AGREE THAT THEY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION DESCRIBED IN SECTION 20.10 HEREOF. THE PARTIES AGREE THAT EITHER OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT BETWEEN THE PARTIES IRREVOCABLY TO WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY SUCH ACTION AND THAT ANY SUCH ACTION WILL INSTEAD BE TRIED BY A JUDGE SITTING WITHOUT A JURY.**

**20.12. Attorneys' Fees.** In the event of a default or breach hereunder by either Lessor or Lessee, the non-breaching party shall have the right to enforce the terms and provisions of this Agreement and the costs and expenses of such enforcement including, but not limited to, reasonable attorneys' fees shall be borne by the breaching party and shall be payable upon demand, whether or not a lawsuit is commenced.

**20.13. No Commissions.** Lessor and Lessee represent and warrant that neither party has had any contact or dealings regarding the Property or any communication in connection with the subject matter of this Agreement through any licensed real estate broker, agent, or any

other person who can claim a right to commission or finder's fees as a result of the transaction contemplated herein. Each party shall indemnify and hold the other harmless against and from all claims for any real estate commissions and other fees with respect to the procurement and execution of this Agreement made by any person or entity with whom they have dealt or are alleged to have dealt.

**20.14. Right of Way.** Lessee and any Lessee Party shall abide by the terms and limitations of the ROW and shall be responsible for any damage to the ROW or surrounding BLM land caused by Lessee's use of the ROW.

*[Remainder of Page Intentionally Left Blank.]*

IN WITNESS WHEREOF, Lessor and Lessee have hereto caused this Agreement to be effective as of the Effective Date.

**WYOMING CATHOLIC COLLEGE,**  
a Wyoming non-profit religious corporation

By: \_\_\_\_\_  
Name:  
Title:

**OLD TOWN, LLC,**  
a Utah limited liability company

By: \_\_\_\_\_  
Name:  
Title:

## EXHIBIT A

### (Camping Rules and Regulations)

1. **Campfires:** While the use of campfire risk can be managed well, campfires can also create devastating damage to the property and adjacent lands as well as personal injury, death and significant monetary cost if not managed well. Lessee is permitted to have campfires only when following the rules listed below. Any violation of these rules at anytime will result in immediate termination of this lease. In addition, any damage or expense caused by a fire will be the responsibility of Lessee including excessive fees and possible criminal consequences if the fire effects adjacent property and public land, personal injury and death, firefighting expenses, etc.
  - i. Lessee will follow all local fire restrictions and will not have fires when they are not allowed in the county/area.
  - ii. Campfires can only take place in the provided metal fire pits and fires should not exceed or ever be outside of the metal fire pits.
  - iii. Lessee is required to provide 30 feet of non-combustible defensible space around each fire pit.
  - iv. Lessee is required to have ten gallons of water in 5 gallon buckets making it easily deployable at the fireside anytime a fire exists. Anytime a fire is not attended it will be doused with water until it is dead out.
  - v. No large fires/bonfires or any burning wood outside of the firepit circle and no fires during high winds.
  - vi. Fires can only be used in the presence of and under the direct supervision of an instructor.
  - vii. Firewood needs to be purchased in the Moab /San Juan County area or wood on the property that meets the leave-no-trace (“LNT”) standards of the 5 D’s (dead, down, detached, dinky, dry).
  - viii. No fireworks or firecrackers.
  - ix. Use of approved backcountry or camping gas stoves can only be used in the kitchen area with defensible space.
2. **Water Use:** In order to protect Mill Creek, Lessee is required to bring in all drinking water rather than using the creek as a water source.
3. **Waste Removal:** Lessee is required to remove all trash and human waste from the campground anytime they leave the premises. No trash can be left on the property when the property is not being used.
4. **Human Waste Removal:** Lessee is required to use human waste methods/tools that are approved by the outdoor industry and the Lessor. The 2 approved methods are either environmentally approved Wag Bags or river Groovers/portable toilet containers. Used Wag Bags and Groovers must be removed at the end of each use of the property and must be disposed of legally (for example, Groovers need to be disposed of at an RV dump location). Cat Holes are not allowed under any circumstances. Instructors need to make sure the Wag Bags and/or Groovers are being used by all students by providing the

required supervision and adequate privacy for their locations which can include portable toilet tents/tarps.

5. **Campsite Locations:** Lessee is only allowed to camp at locations approved by Lessor.
6. **Group Size:** Lessee is approved to bring up to 3 groups per day with a total of fewer than 50 people per day. Lessee is required to get express approval when exceeding the 50 people limit and even with approval from the Lessor the group size can never exceed 100 people on any given day and no more than 30 people at any one campsite location.
7. **Property Access:** Lessee understands that the property does require four-wheel drive and high clearance vehicles to access the property for the last ¼ mile of the county road. Lessee needs to access the property with appropriate vehicles or hike into the property on the county road by parking at permitted overnight parking locations granted by the BLM.
8. **Approved Activities on the property:** Lessee is required to get express permission to use the property for any activities that can damage the wilderness nature of the property. Approved activities following all LNT principles include camping, hiking, rock climbing and rappelling at approved areas, and hiking Entrajo Canyon by using only the approved access permitted by the BLM. Lessee is strictly prohibited from driving any motorized vehicles off the road that currently exists on the property.
9. **Leave No Trace Principles:** Lessee is required to follow LNT principles on the property as if they are in the backcountry and follow the same environmental ethics the Lessee follows when utilizing public lands under a permit with the BLM, US Forest Service, National Park and State Parks.
10. **Emergency Protocols:** Lessee is required to follow the same emergency and evacuation protocols required for their backcountry permits with public land agencies including at least two medically trained instructors (WFR and CPR), always having emergency communication devices such as a global satellite beacon or satellite phone, having an emergency evacuation plan, having an extensive medical first-aid kit, etc.
11. **Administrative Requirements:** The Lessee is required to provide Lessor a calendar/schedule of all of its use at least 2 months prior to its use. Any last-minute use must be approved by Lessor prior to using the property. In addition, the Lessee is required to provide a post-use report at the end of each season (similar to the required post-use reports given to the BLM & Forest Service) in order for the Lessor to track the Lessee's use.
12. Lessor has the right to inspect the Lessee's use of the property without any warning.

**EXHIBIT B**

(Right of Way Easement & Legal Description of the Premises)

*[Attached]*