

RESOLUTION NO. \_\_\_\_\_

ADOPTED: \_\_\_\_\_, 2022

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING A  
REVISED NEW LEASE AGREEMENT BETWEEN SALT LAKE COUNTY  
AND FRIENDS OF TRACY AVIARY

RECITALS

A. Salt Lake County (the “County”) owns several adjacent parcels of real property located in South Salt Lake, including Parcel No. 15-26-377-001 known as James Madison Park (the “Park Property”) Parcel Nos. 15-26-377-003, 15-26-377-004, and 15-26-377-011 (the “Expansion Parcels”) and Parcel Nos. 15-26-377-005, 15-26-377-006, 15-26-377-019, 15-26-377-008, 15-26-377-009, and 15-26-377-010 (the “Additional Expansion Parcels”).

B. The County entered into a lease agreement (the “Original Lease”) with Friends of Tracy Aviary (“Aviary”), a Utah non-profit corporation, in 2019 to lease up to 20,000 square feet of the Park Property for the purpose of running a small nature center to educate and connect visitors with the natural environment (the “Nature Center”).

C. On October 11, 2021, the County entered into a new lease agreement with the Aviary (the “October Lease”) to expand the Nature Center to include the Expansion Parcels and caused the Original Lease to terminate.

D. After the October Lease was signed, the parties determined to further expand the Nature Center to include all of the Park Property, the Expansion Parcels, and the Additional Expansion Parcels.

E. The Aviary is now prepared to replace the October Lease and enter into a long-term lease with the County to develop an expanded Nature Center on an area that includes all of the Park Property, the Expansion Parcels, and the Additional Expansion Parcels (the “Leased

Premises"). This lease is in the form of the Revised New Tracy Aviary Lease Agreement (the "Revised New Lease") attached hereto as Exhibit A.

F. The Revised New Lease will be for fifty years, and the Aviary will pay a nominal consideration of \$1.00 per year for this Revised New Lease.

G. Upon execution of this Revised New Lease, the October Lease shall have no further effect.

H. Pursuant to Section 17-50-303(3)(a) of the Utah Code, it has been determined that the Aviary contributes to the safety, health, comfort, and convenience of county residents.

I. The County wishes to lease the Leased Premises to the Aviary pursuant to the terms of the Revised New Lease, attached hereto as Exhibit A.

J. Having provided notice as required by the County Code of Ordinances and held a public hearing on March 22, 2022, the County may now declare the Leased Premises available for lease to the Aviary.

K. It has been determined that the best interests of Salt Lake County will be served by leasing the Leased Premises to the Aviary as provided in the Revised New Lease.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the Leased Premises is hereby declared available for disposal and may be leased to the Aviary.

IT IS FURTHER RESOLVED by the Salt Lake County Council for the reasons stated in the Recitals that the Revised New Lease attached hereto as Exhibit A is approved and that the Mayor is authorized to execute said Revised New Lease.

[Signatures on Following Page]

APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

SALT LAKE COUNTY COUNCIL

By \_\_\_\_\_  
Laurie Stringham, Chair

ATTEST:

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Sherrie Swensen  
Salt Lake County Clerk

Council Member Alvord voting	_____
Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Winder Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Stringham voting	_____
Council Member Theodore voting	_____

APPROVED AS TO FORM:

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R. Christopher Preston  
Deputy District Attorney

Exhibit A  
Revised New Tracy Aviary Lease Agreement

**REVISED  
NEW TRACY AVIARY LEASE AGREEMENT**

This REVISED NEW TRACY AVIARY LEASE AGREEMENT (the "Lease") is made and entered into as of the Effective Date (defined below) by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (the "COUNTY") and FRIENDS OF TRACY AVIARY, a Utah non-profit corporation ("FRIENDS").

**RECITALS**

- A. COUNTY owns several adjacent parcels of real property located in South Salt Lake, including Parcel No. 15-26-377-001 known as James Madison Park (the "Park Property") Parcel Nos. 15-26-377-003, 15-26-377-004, and 15-26-377-011 (the "Expansion Parcels") and Parcel Nos. 15-26-377-005, 15-26-377-006, 15-26-377-019, 15-26-377-008), 15-26-377-009, and 15-26-377-010 (the "Additional Expansion Parcels").
- B. COUNTY and FRIENDS entered into the Tracy Aviary Lease Agreement dated September 19, 2019, as extended by the Notice to Extend Tracy Aviary Lease Agreement dated May 12, 2021 ("Original Lease").
- C. As part of the Original Lease, COUNTY leased up to 20,000 square feet of the Park Property to FRIENDS for the purpose of running a small nature center to educate and connect visitors with the natural environment (the "Nature Center"). This small Nature Center was intended to be an interim use in anticipation of the development of a larger Nature Center that may encompass several acres owned by the County, including the entire Park Property.
- D. The term of the Original Lease was for two years, commencing May 15, 2019, and the parties extended the Original Lease for an additional one year term which will expire on May 14, 2022.
- E. On October 11. 2021, the parties executed a New Tracy Aviary Lease Agreement (the "October Lease") to provide for the development of a larger Nature Center (the "Jordan River Nature Center") to include the Expansion Parcels and caused the Original Lease to terminate.
- F. After the October Lease was signed, the parties determined to further expand the Nature Center to include all of the Park Property, the Expansion Parcels and the Additional Expansion Parcels.
- G. Instead of amending the October Lease to incorporate all of the Park Property and the Additional Expansion Parcels, the parties have determined to revise the October Lease with this Lease.
- H. Upon its execution by both parties, this Lease shall fully replace the October Lease.

**AGREEMENT**

IN CONSIDERATION of the mutual covenants set forth herein, the COUNTY and FRIENDS agree as follows:

1. **REVISION AND RESTATEMENT.** This Lease shall completely revise and replace the October Lease upon execution by both parties, and the October Lease shall have no further effect.

2. **PREMISES.** As of the Effective Date defined in Section 3, the COUNTY leases to FRIENDS and FRIENDS leases from the COUNTY an area that includes portions of the Park Property (including the Nature Center) and all of the Expansion Parcels (the “Initial Expansion Property”). Effective as of March 15, 2023 (the “, the COUNTY leases to FRIENDS and FRIENDS leases from the COUNTY all of the Park Property and the Additional Expansion Parcels (the “Additional Expansion Property”). Together the Initial Expansion Property and the Additional Expansion Property constitute the “Leased Premises” and are depicted and illustrated in the map attached hereto as Exhibit "A." For purposes of clarification, FRIENDS shall not take possession of nor have any rights or obligations relative to the Additional Expansion Parcels under this Lease until March 15, 2023.

3. **TERM.** The term of this Lease shall be for a period of fifty (50) years commencing as of October 11, 2021 (the “Effective Date”), and continuing in full effect until the fiftieth-year anniversary of the Effective Date in the year 2071 or upon termination as provided herein.

4. **RENT.** FRIENDS shall pay COUNTY \$1.00 per year as rent for the Leased Premises, payable in advance for each term of this Lease. In addition, FRIENDS shall maintain the Leased Premises during the term of the Lease in a clean and orderly manner, including watering, weeding, lawn mowing, and removal of litter, junk, garbage, trash, and any debris that may appear on the Leased Premises.

5. **PURPOSE.** The Leased Premises are to be used as an expanded Jordan River Nature Center and for no other purpose without written consent of COUNTY. FRIENDS acknowledges that the Nature Center is subject to the Nature Center Pilot Project Overlay District and that any use of the Leased Premises must comply with the requirements of Section 17.03.230 of the City of South Salt Lake Municipal Code, which expires May 8, 2023. FRIENDS shall be primarily responsible for the zoning or rezoning (to the extent this Lease allows) of the Leased Premises. COUNTY and FRIENDS shall cooperate and exercise their best efforts to have the Leased Premises permanently rezoned for a new Nature Center (i.e. the Jordan River Nature Center) prior to the expiration of the Nature Center Pilot Project Overlay District. FRIENDS shall not use the Leased Premises in a manner that conflicts with any law, statute, ordinance, or governmental rule or regulation now in force or that may hereafter be enacted or promulgated, nor shall FRIENDS cause, maintain, or permit any nuisance in or about the Leased Premises. FRIENDS shall not commit or suffer to be committed any waste in or about the Leased Premises.

6. **IMPROVEMENTS.** FRIENDS may place, install, or construct on the Leased Premises any structure or improvement that is shown on the Jordan River Nature Center site plan attached hereto as Exhibit B and is consistent with: (a) the operation of the Jordan River Nature Center, and (b) applicable laws, ordinances, or regulations. FRIENDS shall be solely responsible to obtain any and all licenses, permits (including building, demolition, alteration, use, and special permits), approvals, consents, certificates (including certificate(s) of occupancy), rulings, variances, authorizations, or amendments to any of the foregoing as shall be necessary or appropriate under any applicable laws ordinances or regulations (the “Approvals”) to commence, perform, or

complete the placing, installing or constructing of any structure or improvement on the Leased Premises. FRIENDS shall be responsible to cause and pay for the demolition of any existing structures on the Additional Expansion Property within 90 days after receiving written notice from COUNTY that the existing structure is no longer occupied or within 90 days after taking possession under this Lease, whichever occurs first. Except as provided in the previous sentence, FRIENDS may modify the Nature Center site plan and modify existing structures and improvements or add new structures and improvements after receiving prior written consent from COUNTY and demonstrating that such modifications or additions have received any necessary Approvals. FRIENDS must submit to COUNTY all plans for structures and improvements to be placed, installed, or constructed on the Leased Premises for review prior to placing, installing, or constructing such structures or improvements. In addition, before FRIENDS starts to place, install, or construct any structure or improvement, FRIENDS shall: (a) obtain COUNTY's consent, not to be unreasonably withheld; (b) give COUNTY copies of all necessary Approvals; and (c) give COUNTY such assurances of completion (including security, bonds, and creditworthy guaranties of completion) as COUNTY shall reasonably require. FRIENDS shall complete the construction of all structures or improvements with reasonable diligence and within a reasonable time. Construction of structures and improvements by FRIENDS on any portion of the Leased Premises may occur in phases, but the construction of all structures and improvements in all phases must be completed within ten years of the Effective Date. Except as provided above, FRIENDS agrees not to disturb the surface or construct any structures, roads, trails, fences, or improvements of any kind upon the Leased Premises without the prior express written consent of COUNTY. Upon vacating the Leased Premises, the FRIENDS will leave the Leased Premises in as good a condition as when FRIENDS took possession of it.

**7. OWNERSHIP OF IMPROVEMENTS.** The ownership of the structures that FRIENDS may install on the Leased Premises pursuant to Section 6, shall transfer to COUNTY at the expiration or termination of this Lease, unless COUNTY determines in its own discretion on or before the termination date that the structure should be removed by FRIENDS. FRIENDS agrees to remove such structures and repair any damage to the Leased Premises resulting from such removal upon the expiration or termination of this Lease. The ownership of any other improvements and repairs which FRIENDS shall make or install in or on the Leased Premises shall remain with the Leased Premises at the expiration of this Lease. Should COUNTY request FRIENDS to remove any such improvements made by FRIENDS, FRIENDS shall do so prior to the termination of this Lease.

**8. MAINTENANCE AND UTILITIES.**

**A. Maintenance Responsibilities.** FRIENDS shall, at its sole expense, keep the Leased Premises in reasonably good order, condition, and repair, including but not limited to all structures and improvements placed, installed, or constructed by FRIENDS within the Leased Premises. FRIENDS's obligation to maintain the Leased Premises includes an obligation to make all repairs to the Leased Premises, including structures or improvements, that may be required by applicable laws, ordinances or regulations from time to time during the term of the Lease, whether structural or nonstructural, foreseen or unforeseen, capital or operating. FRIENDS shall remove trash, snow, and debris from the Leased Premises and any adjoining sidewalk, and FRIENDS shall maintain such sidewalks in a reasonably clean condition. If FRIENDS does not maintain the Leased

Premises and make the repairs and replacements required herein promptly and adequately (in COUNTY's reasonable judgment), COUNTY may, after providing FRIENDS twenty (20) days written notice (unless exigent circumstances exist and make a shorter notice period necessary), make such repairs and replacements, and FRIENDS shall, upon demand, pay COUNTY for its reasonable costs for such repairs and replacements. COUNTY will be responsible for all landscaping and snow removal of the Park Property outside of the Leased Premises.

B. Utilities. The COUNTY currently pays for the following utility services to the Park Property, including the Nature Center: water services and trash removal. FRIENDS is currently responsible for all other utilities at the Nature Center, including, but not limited to expenses and charges for electricity, gas, sewer, telephone, internet, and cable/satellite television. Commencing March 15, 2023, FRIENDS shall arrange and pay for all gas, electricity, water, sewer, trash removal, telephone, internet, cable/satellite television and other utility charges, and the expenses of installation, maintenance, use, and service in connection with the foregoing, for all of the Leased Premises during the remaining term of this Lease. , and COUNTY shall have absolutely no liability or responsibility for the foregoing.

**9. OPERATIONS.** FRIENDS shall timely pay and discharge all fees, costs, and expenses related to or arising from the management or operation of the expanded Nature Center and the provision of services to the Leased Premises during the term of the Lease. FRIENDS shall make an annual presentation to the Salt Lake County Council regarding its operation of the Nature Center, including its financial plan, programming, and efforts to ensure that the use of the Leased Premises is consistent with all applicable laws, ordinances, and regulations.

**10. PARKING.** Until March 15, 2023, FRIENDS's staff, volunteers, and guests may use the parking lot adjacent to the Leased Premises on the Park Property (the "Parking Lot"). The Parking lot is located within the Additional Expansion Property, so after March 15, 2023, the Parking Lot shall be used and maintained by FRIENDS as part of the Leased Premises as provided herein. FRIENDS may modify the Parking Lot as shown on the site plan for the Jordan River Nature Center in Exhibit B . As necessary, FRIENDS shall also provide additional parking on the Leased Premises sufficient to comply with all applicable laws, ordinances, and regulations.

**11. HAZARDOUS WASTE.** FRIENDS shall maintain the Leased Premises in conformance with all applicable federal, state and local laws, rules and regulations, including but not limited to all environmental and public health related laws, rules and regulations. FRIENDS shall not store, use, manufacture or bring on or about the premises any toxic material, hazardous waste, regulated by any city, county, state or federal government authority as well as agricultural waste, solid waste, pollutants or sewage. In the event any hazardous waste is discovered on the Leased Premises which is a result of any act by FRIENDS or FRIENDS's agents or customers, FRIENDS shall remove the hazardous or toxic waste at its own cost and expense in accordance with federal and state laws and regulations. FRIENDS shall be solely responsible for and shall defend, indemnify, and hold COUNTY harmless from and against all claims, actions; proceedings, costs, liabilities, attorney's fees and judgments resulting from FRIENDS's failure to comply with the provisions of this paragraph. FRIENDS's obligation under this provision shall survive the termination or expiration of this Lease.

**12. ASSIGNMENT.** FRIENDS shall not assign this Lease or sublet the Leased Premises or

any part thereof without the prior written permission of COUNTY.

**13. INDEMNIFICATION.** FRIENDS shall indemnify, hold harmless, and defend the COUNTY from and against all claims, damages, expenses, liabilities, and judgments on account of injury to persons, loss of life, or damage to property occurring in the Leased Premises caused by the negligence or willful misconduct of FRIENDS, its agents, officers, or employees. COUNTY shall indemnify, hold harmless, and defend FRIENDS from and against all claims, damages, expenses, liabilities, and judgments on account of injury to persons, loss of life, or damages to property caused by the negligence or willful misconduct of the COUNTY, its agents, officers, or employees. FRIENDS's and COUNTY's obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or termination of this Lease, as to claims accruing prior to the expiration or termination of this Lease.

**14. INSURANCE.** FRIENDS shall, at its sole cost and expense, secure and maintain during the term of this Lease the following minimum insurance coverage:

A. Required Insurance Policies

1. Commercial general liability insurance, on an occurrence form, with COUNTY as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate and \$2,000,000 products completed operations policy aggregate. The policy shall protect COUNTY and FRIENDS from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the FRIENDS's use of the Leased Premises under this Lease, whether caused by the FRIENDS itself, or anyone directly or indirectly employed or engaged by FRIENDS. The policy shall be primary and not contributing to any other policy or coverage available to COUNTY whether such coverage be primary, contributing or excess.

2. Workers' compensation with limits as required by the State of Utah, and employers liability coverage in the amount of \$1,000,000 per loss. Proof of workers' compensation coverage is required unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, FRIENDS shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law

3. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of \$500,000 per person, \$1,000,000 per accident, \$250,000 per occurrence for property damage, or a single combined limit of \$1,000,000.

4. Property insurance providing coverage for the Leased Premises, structures, improvements, and FRIENDS's personal property or equipment, against loss, damage, or destruction by fire and other hazards encompassed under the broadest form of property insurance coverage then customarily used for like properties in Salt Lake County (except earthquake or war risk) from time to time during the term of the Lease, in an amount equal to 100% of the replacement value (without deduction for depreciation) of the structures, improvements, and FRIENDS's personal property and equipment (excluding excavations and foundations) and in any event sufficient to avoid co-insurance, with "ordinance or law" coverage. Such insurance may contain a deductible clause not exceeding \$100,000 times the CPI Adjustment Factor.

B. General Insurance Requirements For All Policies

1. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Lease, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Lease or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to COUNTY.

2. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah and either:

(a) Currently rated A- or better by A.M. Best Company;

—OR—

(b) Listed in the United States Treasury Department's current Listing of Approved Sureties (Department Circular 570), as amended.

3. FRIENDS shall furnish certificates of insurance, acceptable to COUNTY, verifying compliance with the insurance requirements herein prior to the execution of this Lease. FRIENDS shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the life of this Lease.

4. In the event any work to be performed on the Leased Premises is subcontracted, FRIENDS shall require its subcontractor, at no cost to COUNTY, to secure and maintain all minimum insurance coverages required of FRIENDS hereunder.

5. FRIENDS' insurance policies shall be primary and non-contributory to any other coverage available to COUNTY. The workers' compensation, general liability and auto liability policies shall be endorsed with a waiver of subrogation in favor of COUNTY.

6. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, FRIENDS shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by COUNTY, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to COUNTY.

7. All required policies shall provide that coverage thereunder shall not be canceled or modified without providing (30) days prior written notice to COUNTY in a manner approved by the County District Attorney.

8. In the event FRIENDS fails to maintain and keep in force any insurance policies as required herein, COUNTY shall have the right at its sole discretion to obtain such coverage and recover the costs of said insurance from FRIENDS.

9. The insurance coverage levels for the insurance policies required by Section 13(A) above shall be reviewed every ten years and adjusted as necessary to reflect then current COUNTY standards.

15. **CONDEMNATION.** If the whole of the Leased Premises shall be taken by any public or governmental authority under the power of eminent domain, then the term of this Lease shall cease as of the date possession is taken by such authority and any payments required hereunder shall be paid through the date of possession and not thereafter. If only a part of the Leased Premises shall be taken and the remainder not so taken remains tenable for the purposes for which FRIENDS has been using the Leased Premises, then this Lease shall continue in full force and effect as to said remainder and all of the provisions hereof shall continue except that COUNTY. If the remaining Leased Premises are untenable for FRIENDS's purposes, as determined in FRIENDS's reasonable discretion, then FRIENDS may terminate this lease by giving written

notice to COUNTY. The term "eminent domain" as used in this paragraph shall include the exercise of any similar governmental power and any purchase or other acquisition in lieu thereof by a governmental entity. COUNTY shall not settle or compromise any condemnation award without consulting FRIENDS. Nevertheless, COUNTY reserves the right to settle or compromise a condemnation award without FRIENDS's consent.

16. **DESTRUCTION OR DAMAGE.** If the Leased Premises is partially damaged by fire or other insured casualty, and if in COUNTY's reasonable opinion the Leased Premises can be repaired within ninety (90) days after the fire or casualty, the Lease shall remain in full force and effect. If in COUNTY's reasonable opinion, the Leased Premises are totally or substantially destroyed by fire or other casualty and cannot be repaired or replaced within ninety-(90)-days, the Lease shall terminate upon notice by COUNTY.

17. **RE-ENTRY.** FRIENDS hereby grants a continuing right of re-entry to the Leased Premises or any part thereof to COUNTY and its employees, agents and representatives. Said access shall be afforded at all reasonable times for the purpose of inspecting the Leased Premises, for necessary repairs and maintenance, for enforcement of the provisions hereof or for any other necessary or reasonable purpose of COUNTY.

18. **AS-IS CONDITION.** FRIENDS accepts the Leased Premises in its present condition and COUNTY makes no warranties as to the present or future condition of the Leased Premises or any portion thereof, and it is expressly understood and agreed that COUNTY is under no obligation at any time during the term of this Lease to repair, maintain or improve the Leased Premises. To the extent the Leased Premises may require maintenance during the term of this Lease, FRIENDS agrees to provide such maintenance as reasonable and necessary. Notwithstanding the foregoing, COUNTY agrees to terminate any existing leases affecting Additional Leased Property and cause the lessees to vacate the Additional Leases Property prior to March 15, 2023.

19. **LIENS AND ENCUMBRANCES.** FRIENDS shall not take any actions or make any representations in connection either with the Leased Premises or its activities on the Leased Premises which shall have the effect of, or result in the attachment of, any lien or other encumbrance to the Leased Premises or otherwise interfere with COUNTY's title to the Leased Premises. COUNTY shall not be liable for any labor or materials furnished or to be furnished to FRIENDS upon credit, and no mechanic's or other lien for any such labor or material shall attach to or affect COUNTY'S fee interest in the Leased Premises.

20. **TERMINATION.** If any party defaults in the performance of any of its obligations under this Lease, the non-defaulting party shall notify the defaulting party of the default, and the defaulting party shall have sixty (60) days after receiving such notice to cure the default. If the defaulting party is not reasonably able to cure the default within a sixty (60) day period, the defaulting party shall have an additional reasonable period of time to cure the default as long as the defaulting party commences the cure within the 30-day period and thereafter diligently pursues the cure to completion. In the event of a default by the defaulting party which is not cured after notice and within the applicable cure period the non-defaulting party shall be entitled to exercise all remedies at law and in equity. Upon such termination, FRIENDS agrees to vacate the Leased Premises on the termination date and surrender and return possession thereof to COUNTY. If

FRIENDS has prepaid any amount of rent and COUNTY terminates the Lease for any reason prior to the expiration of the term of the Lease, COUNTY shall refund to FRIENDS the prepaid rent pro-rated to the date of termination. The parties acknowledge and agree that failure of FRIENDS to (a) complete the construction of any improvement on the Leased Premises within one year commencing construction on that improvement or (2) to complete the construction of all improvements planned for the Jordan River Nature Center within ten years of the Effective Date constitutes an event of default under this Lease.

21. **INTERPRETATION.** This Lease shall be construed according to and be governed by the laws of the State of Utah.

22. **NON-FUNDING.** It is understood and agreed by the COUNTY and FRIENDS that this Lease shall not bind future COUNTY Councils and Mayors. Any obligation on the COUNTY to provide funds shall be subject to the availability and appropriation of funds by the COUNTY Council.

23. **DISPUTES.** It is the intent of the COUNTY and FRIENDS to communicate to each other about the performance of this Lease and to try to work together in good faith to resolve any disputes that may arise under this Lease. Therefore, subject to the right to cure in Section 7, if either party under this Lease intends to take any action based on an alleged breach of this Lease, that party shall provide the other party at least thirty (30) days advance written notice (unless exigent circumstances exist and make a shorter time period necessary) prior to taking the intended action.

24. **ETHICAL STANDARDS.** FRIENDS represents that it has not knowingly: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

25. **CAMPAIGN CONTRIBUTIONS.** FRIENDS acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. FRIENDS also acknowledges and understands this prohibition means that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with the County is prohibited from making campaign contributions to County candidates. FRIENDS further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this Lease. FRIENDS represents, by executing this Lease, that FRIENDS has not knowingly made or caused others to make any campaign contribution to any County candidate in violation of the above-referenced County ordinance.

26. **NOTICE.** Whenever any notice is given or made pursuant to this Lease, it shall be in

writing sent by regular U. S. mail or delivered personally to the following address for COUNTY and FRIENDS, or such addresses as may be specified in writing by the parties from time to time:

COUNTY: Salt Lake County  
c/o Salt Lake County Real Estate Section  
2001 South State Street, #S3-110  
Salt Lake City, Utah 84114-4575

**FRIENDS:** Friends of Tracy Aviary  
c/o Tim Brown  
589 East 1300 South  
Salt Lake City, UT 84105

**27. FORCE MAJEURE.** If, at any time during the term of this Lease, Salt Lake County experiences: (i) an economic or environmental disaster, such as a hurricane, earthquake, tornado, or volcanic eruption, in the city, town or county where the Leased Premises is located; (ii) general civil or labor unrest, a domestic terrorist incident or (iii) any other force majeure by which FRIENDS is required to restrict or cease its operation of the Nature Center by governmental law, regulation or decree, the parties agree to make an equitable adjustment to the obligations of FRIENDS under this Lease to the extent such equitable adjustment is necessary and approved in writing by both parties.

**28. INTEGRATION.** This Lease represents the entire agreement of the parties and there are no other representations, oral or written. This Lease supersedes and cancels any and all previous leases; verbal understandings, negotiations, arrangement, agreements, representations, and undertakings between the parties relating to the leasing of the Leased Premises. This Lease may only be amended by a writing executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

## SALT LAKE COUNTY

By: Exhibit Only, Do Not Sign  
Mayor or Designee      Date

## **FRIENDS OF TRACY AVIARY**

Tom Brown

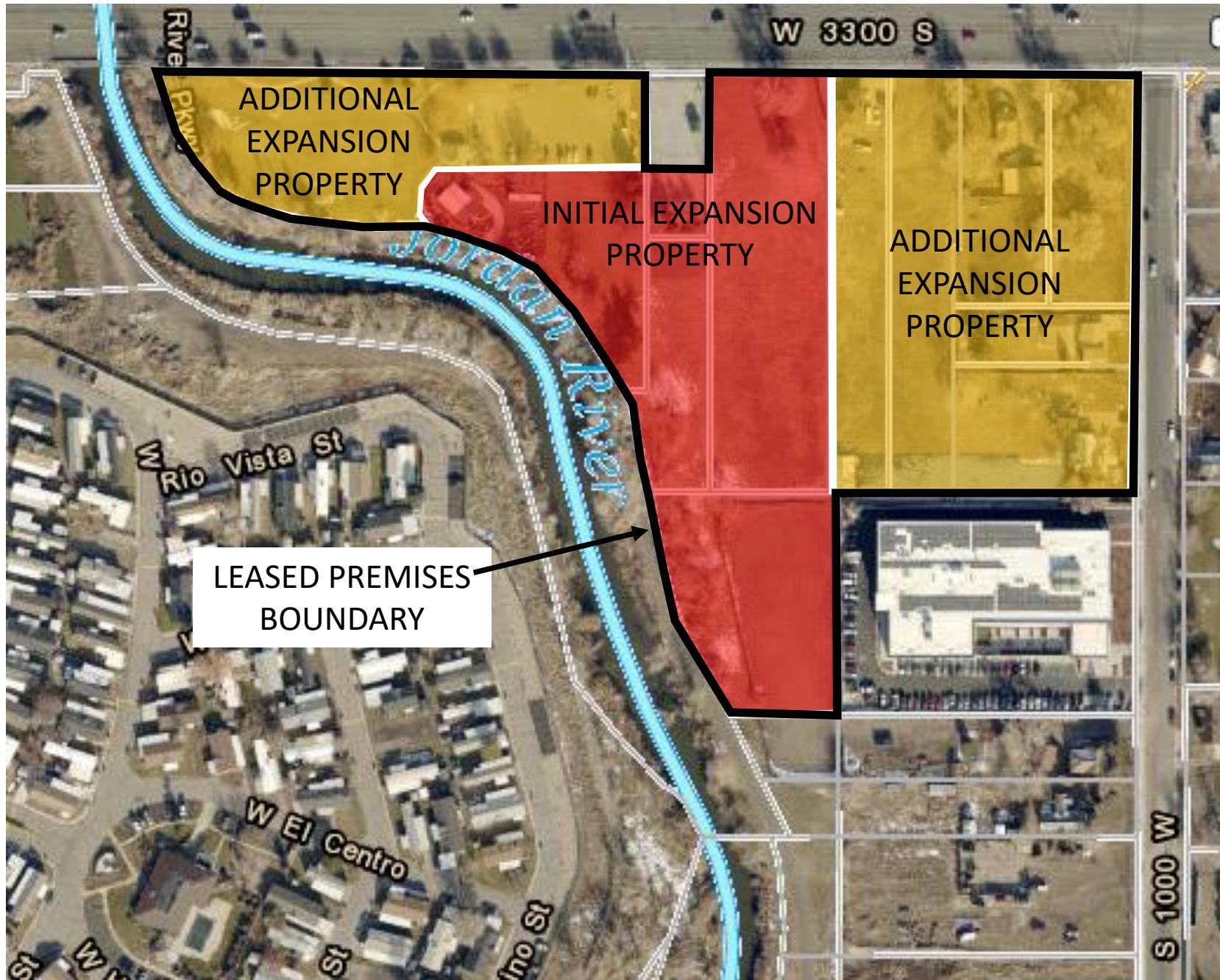
By  
Tim Brown, President/CEO Date

APPROVED AS TO FORM:

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R. Christopher Preston  
Deputy District Attorney

Exhibit A  
LEASED PREMISES



TRACY AVIARY - LEASE BOUNDARY

Exhibit B  
JORDAN RIVER NATURE CENTER SITE PLAN

