

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

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

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING A  
NEW LEASE BETWEEN SALT LAKE COUNTY AND COTTONWOOD  
HEIGHTS PARKS AND RECREATION SERVICE AREA

RECITALS

- A. Salt Lake County owns a parcel of real property in Cottonwood Heights, Utah, located at 7500 South 2700 East, identified as Tax ID No. 22-27-426-023 (the “Property”).
- B. Since 1978, the County has leased only a portion of Property (the “Leased Area”) to Cotton Wood Heights Parks and Recreation Service Area (the “Service Area”).
- C. The Service Area has constructed portions of an outdoor swimming pool, an indoor ice-skating rink, and additional recreational facilities on the Leased Area pursuant to the terms of previous written leases with the County.
- D. The County and the Service Area entered into the currently effective lease for the Leased Area on June 6, 2006 (the “2006 Lease”). The 2006 Lease had an initial ten-year term that was extended on October 7, 2015, for an additional ten year-term.
- E. The Service Area would like to expand the Leased Area to include all of the Property except for the portion currently occupied by an emergency response substation used by the Unified Police Department for emergency rescue purposes (the “New Leased Area”).
- F. The County wishes to lease the New Leased Area to the Service Area pursuant to the terms of the Lease (“New Lease”), attached hereto as Exhibit A. Upon execution of the New Lease, the 2006 Lease will terminate and be of no further effect.
- G. The New Lease has an initial ten-years term with the option to extend the term for an

additional ten years. As in the 2006 Lease, the Service Area will pay a nominal consideration of \$1.00 per year for under the New Lease.

H. It has been determined that the best interests of Salt Lake County will be served by leasing the New Leased Area to the Service Area as provided in the New Lease.

NOW, THEREFORE, it is hereby resolved by the Salt Lake County Council for the reasons stated in the Recitals that the New Lease between Salt Lake County and the Service Area is hereby approved, and that the Mayor is authorized to execute said New Lease.

APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

SALT LAKE COUNTY COUNCIL

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

ATTEST:

\_\_\_\_\_  
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:

\_\_\_\_\_  
R. Christopher Preston  
Deputy District Attorney

Exhibit A  
Lease

LEASE

THIS LEASE (the "Lease") is made this \_\_\_ day of \_\_\_\_\_, 2022, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the "County," and COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA, a local district and political subdivision of the State of Utah, hereinafter referred to as the "Service Area."

RECITALS:

A. The County owns a parcel of real property located at approximately 7500 South 2700 East (Tax ID No. 22-27-426-023) known as Butler Park.

B. Since 1978, the County has leased a portion of Butler Park to the Service Area (the "Leased Property"), has constructed an emergency response substation (currently used by the Unified Police Department for emergency rescue purposes) on a portion of Butler Park adjacent to 2700 East (the "Substation"), and has maintained the remainder of Butler Park (the "Park Property"), while relying on the Service Area to provide recreation programing.

C. The County and the Service Area entered into a few different written leases addressing the Service Area's use of the Leased Property over the years.

D. The County and the Service Area entered into the version of the lease currently in effect on June 6, 2006 (the "2006 Lease"). The 2006 Lease had an initial ten-year term which was extended on October 7, 2015, for an additional ten year-term.

E. The Service Area has constructed portions of an outdoor swimming pool, an indoor ice-skating rink, and additional recreational facilities on the Leased Property pursuant to the terms of the previous written leases.

F. The Service Area would like to expand the Leased Property to include the Park Property. This requires a full revision and replacement of the 2006 Lease.

G. The County believes it to be in the public interest to allow the Service Area to expand the Leased Property and continue to use Butler Park for recreational purposes benefiting County and Service Area residents as provided herein.

NOW, THEREFORE, it is understood and agreed by and between the County and the Service Area and in consideration of the mutual promises set forth herein the Parties agree as follows:

1. 2006 Lease. The 2006 Lease shall terminate and be of no further effect upon the execution of this Lease by the Service Area and the County.

2. Leased Premises. COUNTY hereby leases to the Service Area portions of Butler Park, including the Leased Property and the Park Property located in the vicinity of 7500 South and 2700 East and described on Exhibit "A", attached hereto and made a part hereof, in Salt Lake County, Utah (collectively, the "Leased Premises"), under the terms and conditions of this instrument. The parties acknowledge and understand that the Leased Premises does not include the Substation.

3. Lease Term. This Lease shall be effective as of the date it is fully executed by both parties as indicated by the date next to the Parties' signatures. The term of this Lease shall be ten (10) years. The Service Area may extend this Lease under the same terms and conditions set forth herein for one additional ten-year period upon sixty (60) days written notice to COUNTY prior to the expiration of this Lease.

4. Rent. The Service Area shall pay COUNTY \$1.00 per year. The initial rent payment shall be made on the Effective Date. Each subsequent rent payment shall be due in advance on or before January 1 for the next succeeding year. The Service Area may pre-pay rent at any time.

5. Improvements. The parties acknowledge that a portion of the Leased Premises already contains recreational facilities and improvements constructed by the Service Area (the "Existing Improvements"). The Park Property also contains improvements made by COUNTY (the "County Improvements"). The Service Area shall be responsible for maintaining the Existing Improvements and the County Improvements on the Leased Premises in good condition. The Service Area may make additional improvements to the Leased Premises ("Future Improvements") only with COUNTY's prior written approval. All Existing Improvements, County Improvements and Future Improvements will remain with the Leased Premises upon expiration or earlier termination of this Lease.

6. Damages and Repairs; Maintenance; Utilities; Staffing. Except as provided herein, the Service Area, at its sole cost and expense, shall be responsible for all maintenance and repairs to all improvements and landscaping on the Leased Premises. If the need arises to make substantial capital upgrades or repairs to the existing improvements or landscaping on the Leased Premises, the Service Area may request assistance from COUNTY to help cover such costs. If COUNTY agrees to provide such assistance to the Service Area, the terms of such agreement will be set forth in a separate written contract. The Service Area shall be responsible to pay for all charges and expenses related all utility services provided to the Leased Premises. The Service Area understands and agrees that no COUNTY funds will be made available to the Service Area for the maintenance or staffing of the improvements constructed on COUNTY property except as mutually agreed upon between the parties hereto.

7. Allowed Uses. The Service Area shall use the Leased Premises for public recreational and park uses and for no other purpose. The Leased Premises may not be sublet and this Lease may not be assigned without COUNTY's prior written approval. The Service Area agrees that all Existing Improvements, County Improvements and Future Improvements constructed on

COUNTY-owned property shall be available for use by all COUNTY residents at rates determined to be equitable by the Service Area.

8. Condition of Property. The Service Area acknowledges that it has inspected the Leased Premises and accepts the Leased Premises and facilities thereon in their present condition – “as is, where is, and with all faults.” Upon termination of this Lease, Tenant shall return the Property to Landlord in the same or similar condition as at present.

9. Indemnification. It is mutually agreed that each Party shall be responsible for all damages to persons or property that occur as a result of its own the negligence or fault in connection with operating the Existing Improvements, County Improvements, and Future Improvements on the Leased Premises.

10. Governmental Immunity. COUNTY and the Service Area are each a body corporate and politic of the State of Utah, and by entering into this Lease, COUNTY and the Service Area do not waive any defenses or governmental immunity under the "Utah Governmental Immunity Act," Utah Code §§ 63G-7-101, *et. seq.*, as amended (the “Act”). Nothing contained in this Lease shall be construed to increase COUNTY's or Service Area’s liability to third parties beyond that set forth in the Act. Consistent with the terms of the Act, it is mutually agreed that, except as otherwise set forth in this Lease, each party is responsible and liable to third parties for its own wrongful or negligent acts committed by its agents, officials, or employees.

11. Insurance. The Service Area shall secure and maintain the following insurance:

11.1 GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

A. 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 Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement 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 the COUNTY.

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

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

-OR-

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

C. The Service Area shall furnish certificates of insurance, acceptable to the COUNTY, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

D. In the event any work is subcontracted, the Service Area shall require its subcontractor, at no cost to the COUNTY, to secure and maintain all minimum insurance coverages required of the Service Area hereunder.

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

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

11.2 REQUIRED INSURANCE POLICIES. The Service Area agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

A. Workers' compensation and employer's liability insurance sufficient to cover all of the Service Area's employees 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, the Service Area 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. (The COUNTY is not to be an additional insured under the the Service Area's workers' compensation insurance.)

B. Commercial general liability insurance with the 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 the COUNTY, the Service Area, and from claims for property damage that may arise from the Service Area's operations under this Agreement, whether performed by the Service Area itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations.

C. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, with the COUNTY as an additional insured, in the minimum amount of \$1,000,000 per occurrence.

12. Hazardous Materials. The Service Area shall not store, use, manufacture, or bring on or about the Leased Premises any toxic material, hazardous waste, or hazardous substance regulated by any city, county, state, or federal governmental authority. This clause shall not prevent the Service Area from properly storing and using the chemicals required for operation of its swimming pool and ice-skating rink. The Service Area shall be solely responsible for and shall defend, indemnify, and hold COUNTY harmless from and against all claims, costs, liabilities, attorney's fees, and judgments arising out of or in conjunction with the removal, cleanup, or restoration of the Leased Premises. The Service Area's obligation under this provision shall survive the termination or expiration of this Lease. In the event any hazardous waste is discovered on the Leased Premises which did not occur prior to the commencement of the Lease, the Service Area shall remove and remediate the hazardous or toxic waste at its own cost and expense in accordance with federal, state, and local laws and regulations.

13. Liens. The Service Area shall maintain the Leased Premises free of all mechanics' or other liens not attributable to County's actions.

14. Owner's Right of Access. The Service Area hereby grants a continuing right of access 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.

15. Termination. Either party may terminate this Lease in advance of its expiration date upon giving the other party at least thirty (30) days written notice of the date of such termination. Upon such termination, the Service Area agrees to vacate the premises on the termination date and return possession thereof to COUNTY.

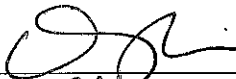
16. Default or Failure of Performance. In the event the Service Area is in default of any provision of this Lease, COUNTY may, with 30 days written notice, re-enter and take possession thereof and re-let the Leased Premises and hold the Service Area liable for any damage, costs and expenses relating thereto; or, the COUNTY may immediately terminate this agreement without liability thereof and hold the Service Area liable for any damages or losses which may arise therefrom.

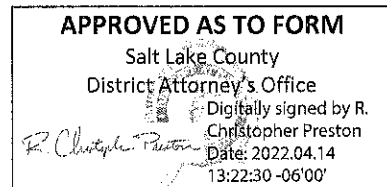
IN WITNESS WHEREOF, the parties have executed this Lease as of the dates written below.

SALT LAKE COUNTY

By Exhibit Only, Do Not Sign \_\_\_\_\_ Date \_\_\_\_\_  
Mayor or Designee

COTTONWOOD HEIGHTS PARKS and  
RECREATION SERVICE AREA,

By  \_\_\_\_\_ Date 4/20/2022  
Its: Chair \_\_\_\_\_





4876-0684-2134, v. 1

## EXHIBIT A



LEASED PREMISES

**BUTLER PARK – COTTONWOOD HEIGHTS RECREATION DISTRICT LEASE BOUNDARY**