

LEASE AGREEMENT

THIS LEASE (this "Lease") is made effective this November ⁵⁵1, 2020, between Salt Lake County, ("Landlord"), a body corporate and politic of the state of Utah, whose address is 2001 South State Street, S3-110, Salt Lake County UT 84190 and Millcreek ("Tenant"), a Utah municipality, whose address is 3330 South 1300 East Millcreek, UT 84106.

RECITALS:

A. The Landlord owns a parcel of real property located at 2765 South 2300 East, Millcreek, Utah, also identified as Parcel No. 16-27-201-034 (the "Property").

B. The Property was conveyed to Landlord pursuant to a quit claim deed ("Quit Claim") from the Utah Department of Transportation and is subject to various terms and conditions. A copy of the Quit Claim is attached hereto as Exhibit A.

C. Tenant desires to lease the Property from Landlord, and Landlord desires to lease the Property to Tenant on the terms and conditions set forth in this Lease and subject to the terms and conditions set forth in the Quit Claim.

AGREEMENT:

NOW THEREFORE, in consideration of the promises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. **Lease of the Property.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Property.

Section 2. **Lease Term.** The lease term (the "Lease Term") shall commence on December 1, 2020 and shall terminate on November 30, 2045.

Section 3. **Rental.** For the Lease Term, Tenant shall pay to Landlord rent (the "Rent") for the Property the amount of One Dollar per year and other good and valuable consideration the receipt of which is hereby acknowledged.

Section 4. **Utilities.** Tenant acknowledges that the Property is unimproved real property and has no active utilities. If any utility services are activated or extended to the Property, Tenant shall be responsible to pay for all charges and expenses related to such utility services.

Section 5. **Damages and Repairs; Maintenance; Improvement.** Tenant, at its expense, shall be responsible for all maintenance, repairs, and improvements to the Property.

Section 6. **Taxes.** The Property is tax exempt but to the extent the Property is subject to real property taxes Tenant shall pay all real property taxes on the Property.

Section 7. **Insurance.** Tenant shall obtain (or continue) a policy of liability insurance sufficient to meet its obligations here under and consistent with applicable law, naming the Landlord as an additional insured. Tenant hereby irrevocably disclaims any interest in any proceeds of any insurance on the Property obtained by Landlord.

Section 8. **Condition of Property.** Tenant acknowledges that it has inspected the Property, and by taking possession thereof and that the Property is in a semi-improved condition. Upon termination of this Lease, Tenant shall return the Property to Landlord in the same or similar condition as at present.

Section 9. **Modifications/Improvements.** Tenant may improve the Property for the use and benefit of the general public with Landlord's prior written approval,

Section 10. **Use; Assignment.** The Property (or any part thereof) may not be sublet, without Landlord's prior written approval

Section 12. **Use Conditions.** The Tenant acknowledges that this Lease is subject to the terms and conditions identified in the Quit Claim, see Exhibit A. Such terms and conditions provide that the Property shall be used for the use and benefit of the general public, shall not be used as a junkyard as defined in Title 23 United State Code, Section 136, and no signs, billboards and outdoor advertising structures, or advertising of any kind as defined in 23 United States Code, Section 123 shall be erected, displayed, placed or maintained upon or with the Property except signs to advertise the sale, hire or lease of the Property or the principal activities conducted on the Property. If Tenant uses the Property contrary to the provisions of this Section 12, this Agreement shall automatically terminate, and Tenant shall immediately return possession of the Property to Landlord.

Section 13. **Termination.** Subject to earlier termination pursuant to Section 12 above or Section 14 below, the leasehold created hereby may be terminated by either party at any time upon one hundred eighty (180) days' prior written notice to the other as provided in Section 18(k) below. Upon such termination, Tenant agrees to vacate the Property on the termination date and return possession thereof, including any improvements made by Tenant thereon, to Landlord.

Section 14. **Hold Harmless/Indemnification.** Landlord shall not be liable for (a) loss or theft of, or damage to, Tenant's property or (b) any injury to person or property incurred by Tenant or its invitees, licensees, or the like on the Property. Tenant shall indemnify and hold Landlord harmless from any and all claims, actions, or damages (including attorneys' fees and costs incurred in connection with the same) arising out of Tenant's use or occupancy of the Property.

Section 15. **No Hazardous Waste.** During the Lease Term, there shall be no disposal, release or threatened release of hazardous substance or hazardous waste on, from or under the Property by or through the act or neglect of Tenant or any of its employees, agents, subtenants, invitees, licensees or the like. Tenant shall indemnify and hold Landlord harmless from and

against any and all claims, liabilities, damages, actions and causes of actions involving Landlord or the Property and arising from or related to any breach by the Tenant of its obligations to guard the Property from any disposal, release or threatened release of hazardous substance or hazardous waste on, from or under the Property during the Lease Term. For purposes of this Section, the terms disposal, release and threatened release shall mean and include any hazardous, toxic or dangerous waste, substance or material or disposal, discharge, release or threatened release or any other such term that is defined as such (or for purposes of) the Federal Comprehensive Environmental Response, Comprehensive and Liability Act or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree relating to any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter in effect.

Section 16. **Liens.** Tenant shall maintain the Property free of all mechanics' or other liens not attributable to Landlord's actions.

Section 17. **Quiet Enjoyment.** So long as Tenant keeps and performs all of its obligations under this Lease, Tenant shall have quiet enjoyment and possession of the Property during the Lease Term, free from any claims by Landlord or any person claiming by, through, or under Landlord.

Section 18. **General Provisions.** The following provisions also are integral to this Lease:

(a) **Binding Lease.** This Lease shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) **Captions.** The headings used in this Lease are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, or interpretation of any of the terms or provisions of this Lease or the intent hereof.

(c) **Counterparts.** This Lease may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) **Severability.** The provisions of this Lease are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Lease.

(e) **Waiver of Breach.** Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Lease.

(f) **Cumulative Remedies.** The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

(g) Amendment. This Lease may not be modified except by an instrument in writing signed by the parties hereto.

(h) Time of Essence. Time is the essence of this Lease.

(i) Interpretation. This Lease shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

(j) Attorneys' Fees. If either party defaults in its obligations under this Lease, the non-defaulting party shall be entitled to recover all costs, expenses and reasonable attorneys' fees incurred in obtaining redress, whether such sums shall be expended with or without suit, at trial or on appeal, and regardless of the forum, including, but not limited to, recourse in connection with any bankruptcy case or related proceeding.

(k) Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three (3) days after such notice is deposited in the United States mail, postage prepaid, and certified and addressed as set forth above or to such substitute address(es) as may be provided by a party to the other from time to time in writing.

(l) No Brokers. Each of the parties certifies and warrants to the other that no fees or charges payable to any real estate broker, agent, or other finder have been incurred in connection with the transactions contemplated by this Lease. Each party shall indemnify the other from any damages, claims, or proceedings based on the actual or asserted untruthfulness of such certification and warranty.

Section 19. Condemnation. If the whole of the Property 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 the lease payments required hereunder shall be paid through the date of possession and not thereafter. If only a part of the Property shall be taken and the remainder not so taken remains tenantable for the purposes for which Tenant has been using the Property, then this Lease shall continue in full force and effect as to said remainder and all of the provisions hereof shall continue. If the remaining Property is untenable for Tenant's purposes, then Tenant may terminate this Lease by giving written notice to Landlord. 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. Landlord reserves all rights to compensation for damages to the Property, the land and the leasehold accruing by reason of the exercise of eminent domain.

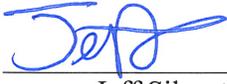
Section 20. Entry and Inspection. Tenant grants a continuing right of access to the Property or any part hereof to Landlord and its employees, agents, and representatives. Said access shall be afforded at all reasonable times for the purpose of inspecting the Property, for necessary repairs and maintenance, for enforcement of the provisions hereof or for any other necessary or reasonable purpose of Landlord.

Section 21. Ethical Standards. Tenant represents that it has not: (a) provided an illegal gift 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 contract 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 Code of Ordinances § 2.07 (2010); or (d) knowingly 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.

DATED effective the date first above written.

TENANT:
MILLCREEK

 10-26-2020

Jeff Silvestrini, Mayor

LANDLORD:
SALT LAKE COUNTY

By: _____
Mayor or Designee

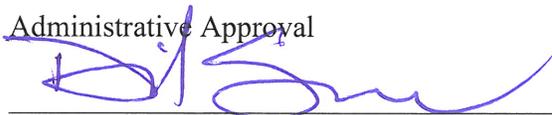
ATTEST:



Elyse Greiner, City Recorder



Administrative Approval



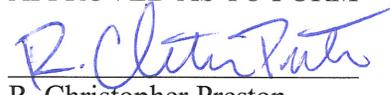
Derrick L. Sorensen, Salt Lake County Real Estate Manager

APPROVED AS TO FORM



By: John Brems
City Attorney

APPROVED AS TO FORM



R. Christopher Preston
Deputy District Attorney

Exhibit A
UDOT Quit Claim Deed

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

11559456
01/18/2013 01:33 PM \$0.00
Book - 10099 Pg - 2716-2717
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
UT ST-DEPT OF TRANSPORTATION
BOX 148420 ATT: JASON HENLEY
SLC UT 84114-8420
BY: CDC, DEPUTY - WI 2 P.

Quit Claim Deed

Salt Lake County

Affecting Tax ID No. Not Assessed

Parcel No.80-3:286J:STQ

Project No. I-80-3(4)120

The UTAH DEPARTMENT OF TRANSPORTATION, by its duly appointed Director of Right of Way, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby QUIT CLAIMS to Salt Lake County, Grantee, at Salt Lake City, County of Salt Lake, State of Utah Zip 84109, for good and valuable considerations, the following described tract of land in Salt Lake County, State of Utah, for the use and benefit of the general public, to-wit:

A tract of land situate in the NW¼NE¼ of Section 27, T. 1 S., R. 1 E., S.L.B.& M. The boundaries of said tract of land are described as follows:

Beginning in the southerly right of way line of Heritage Street (2760 South Street) at a point 57.30 ft. S. 89°53'00" E. along the section line and 33.00 ft. S. 0°09'00" E. and 123.18 ft. S. 89°53'00" E. from the North Quarter corner of said Section 27, and running thence S. 1°15'53" E. 125.34 ft. to the northerly right of way line of Claybourne Street; thence N. 89°53'00" W. 110.27 ft. along said northerly right of way line; thence N. 19°29'42" E. 132.82 ft. to the said southerly right of way line; thence S. 89°53'00" E. 63.18 ft. along said southerly right of way line to the point of beginning. The above described tract contains 10,867 square feet or 0.249 acre.

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Together with and subject to any and all easements, rights of way and restrictions appearing of record or enforceable in law and equity.

Junkyards, as defined in Title 23 United States Code, Section 136, shall not be established or maintained on the above described tracts of lands.

Signs, Billboards, Junkyards, outdoor Advertising structures, or advertising of any kind as defined in 23 United States Code, Section 136, shall not be erected, displayed, placed or maintained upon or within this tract, EXCEPT signs to advertise the sale, hire or lease of this tract or the principal activities conducted on this land.

The Grantee, for itself, its heirs, representatives, successors in interest and/or assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event said Grantee transfers or puts the above described property to use inconsistent with that for which it is granted, the Utah Department of Transportation shall have the right to re-enter said property and facilities thereon, and the above described property and facilities thereupon shall revert to and vest in and become the absolute property of the Utah Department of Transportation and its assigns.

IN WITNESS WHEREOF, said UTAH DEPARTMENT OF TRANSPORTATION has caused this instrument to be executed this 13th day of December, A.D. 20 12, by its Director of Right of Way.

STATE OF UTAH) UTAH DEPARTMENT OF TRANSPORTATION
) ss.
COUNTY OF SALT LAKE) By [Signature]
 Director of Right of Way

[Signature] On the date first above written personally appeared before me, Lyle McMillan, who, being by me duly sworn, did say that he is the Director of Right of Way, and he further acknowledged to me that said instrument was signed by him in behalf of said UTAH DEPARTMENT OF TRANSPORTATION.

WITNESS my hand and official stamp the date in this certificate first above written.
[Signature]
Notary Public

