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29 AUGUST 89 03:40 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CO COMMISSION CLERK  
REC BY: REBECCA GRAY, DEPUTY

LEASE AGREEMENT  
for  
INSTALLATION AND MAINTENANCE  
of  
BUS TRANSIT/CAR POOL LOT LOCATED AT 7000 SOUTH WASATCH BLVD.

THIS AGREEMENT is made and entered into this 28 day of August, 1989, by and between MURRAY CITY CORPORATION, a political subdivision of the State of Utah, 5025 South State Street, Murray, Utah 84157, hereinafter referred to as "City," and SALT LAKE COUNTY, a political subdivision of the State of Utah, 2001 South State Street, Salt Lake City, Utah 84190, hereinafter referred to as "County."

WHEREAS, City is the owner of a approximately 1.95 acres of property located on the northeast corner of Wasatch Boulevard and 7000 South, Salt Lake County, State of Utah; and

WHEREAS, for many years said property has been utilized for parking and other related activities; and

WHEREAS, City is concerned about the potential contamination of various underground water collection sources and springs which are located in the vicinity; and

WHEREAS, County, in cooperation with the Utah Department of Transportation (UDOT) and the Utah Transit Authority (UTA), is desirous of installing improvements on the site to be utilized in a more developed method as a "Bus Transit/Car Pool Lot" and public transit loading area; and

WHEREAS, such improvements when completed will enhance

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public safety, transportation systems, and the aesthetic quality of the area,

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. For and in consideration of the promises, covenants and conditions hereinafter set forth, and the performance of the same, City hereby leases to County approximately 1.95 acres to be utilized for a "Bus Transit/Car Pool Lot" and free public parking and transit loading area. Said property is described as follows:

See attached Exhibit "A", Car Pool Lot equals Parcel A less Parcel B.

Said lease shall be effective for a period of fifteen (15) years commencing on the \_\_\_\_ day of \_\_\_\_\_, 1989. Said lease shall automatically be renewed for a like term by and between the parties unless the parties hereto terminate the agreement pursuant to Paragraph 2 of this Agreement. If during the term of this agreement said property ceases to be utilized for a "Bus Transit/Car Pool Lot" and public transit loading area, then this agreement shall immediately be terminated.

2. This agreement shall terminate upon the expiration of the term as provided for in Paragraph 1 above, provided that written notice is served upon the parties ninety days prior to the expiration of said agreement. The parties hereto agree that in the event this agreement is terminated and the parties within three years thereafter negotiate to sell said property to County, whether in the context of a condemnation or otherwise, County will

not be required to compensate City for improvements installed on the premise's during the term of this lease.

3. County, its employees and/or contractors, will cause to be installed and constructed on the aforescribed property the improvements described in Exhibit A and incorporated herein for all purposes. Said improvements shall be installed on or before November 1, 1990. Before said improvements may be installed, City shall approve the plans as prepared by the County.

4. It is expressly agreed and understood that County shall hold City harmless and shall defend the City from any and all damage, injury, claims, suit, action in law and equity which may be brought against the City which may arise out of the improvement or use of the property, excluding those which may arise as a result of City's own fault or negligence. This paragraph shall not be deemed a waiver of any governmental immunity of the County or the City as to any other persons or entities.

5. County expressly acknowledges and understands that the above-described property is an integral part of the City's water collection system for McGhie Springs. It is expressly warranted to City that all construction and maintenance of said improvements shall be performed in such a manner that no damage or interference with these springs occurs. County agrees to reimburse City for all expenses and costs incurred by City in replacing water quantity which has been lost or quality damaged as a result of said improvements. In event of a dispute about this matter, the parties agree that City will have the burden of proof to prove the loss and the causation.

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6. In the event that public restrooms are installed on the leased premises, all sewer laterals shall be installed and constructed in a suitable manner as approved by City.

7. It is agreed that in accordance with Exhibit A, an impervious layer shall be installed on the site during the period of construction in order to prevent any damage or interference with the underground water supply.

8. It is understood that County shall provide, or ensure the provisions of, any and all maintenance of said improvements including, but not limited to, removal of all garbage, trash and/or refuse on a periodic basis not less than one time per week, providing snow plowing, maintenance of all asphalt, curb, gutter and other landscaping, including replacement or repairs as necessary.

9. It is expressly agreed that no commercial activities shall be conducted on the leased premises with the exception of the activities directly related to UTA providing transportation services.

10. All notices required pursuant to the terms of this agreement shall be provided to the following:

TO: Murray City Corporation  
ATTN: City Attorney's Office  
P. O. Box 57520  
Murray, Utah 84157-0520

TO: Salt Lake County  
Public Works Department  
2001 South State Street  
Salt Lake City, Utah 84190

11. This agreement shall not be assigned nor the

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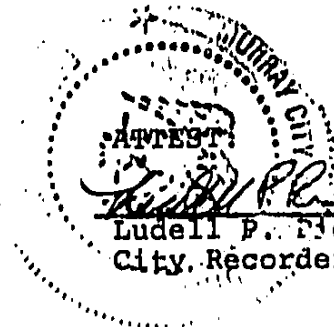
property subleased without the prior written approval of all parties.

12. In the event of default of one of the parties of the agreements hereto, it is agreed that the non-defaulting party shall give the defaulting party notice of the default after which the defaulting party shall have thirty days in which to remedy the default. If the default continues thereafter, the non-defaulting party shall be entitled to reasonable attorney's fees and all costs of court incurred in the enforcement of this agreement.

DATED this 28 day of AUGUST, 1989.

MURRAY CITY CORPORATION

Lavar C. McMillan  
Lavar C. McMillan, Mayor

  
Ludell P. Pierson  
Ludell P. Pierson  
City Recorder

SALT LAKE COUNTY

[Signature]  
Chairman  
Board of County Commissioners

ATTEST:

[Signature]  
Salt Lake County Clerk

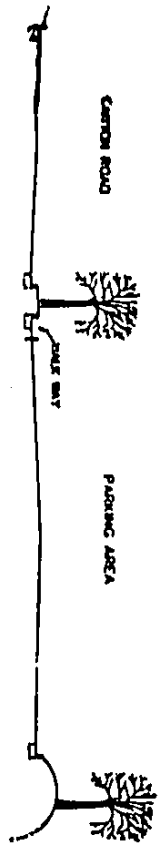
RECOMMENDED FOR APPROVAL:

[Signature]  
Toshiharu Kano, Director  
Flood Control & Highway Div.

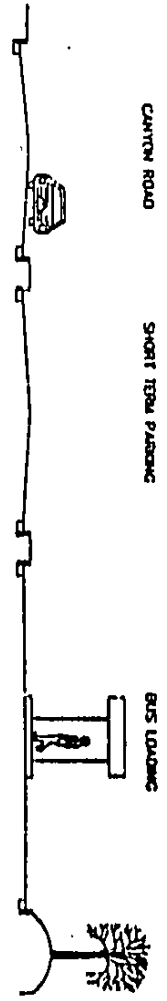
[Signature]  
R. T. Holzworth, Director  
Public Works Department

APPROVED AS TO FORM  
Salt Lake County Attorney's Office  
[Signature]  
8/24/89

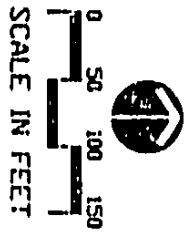
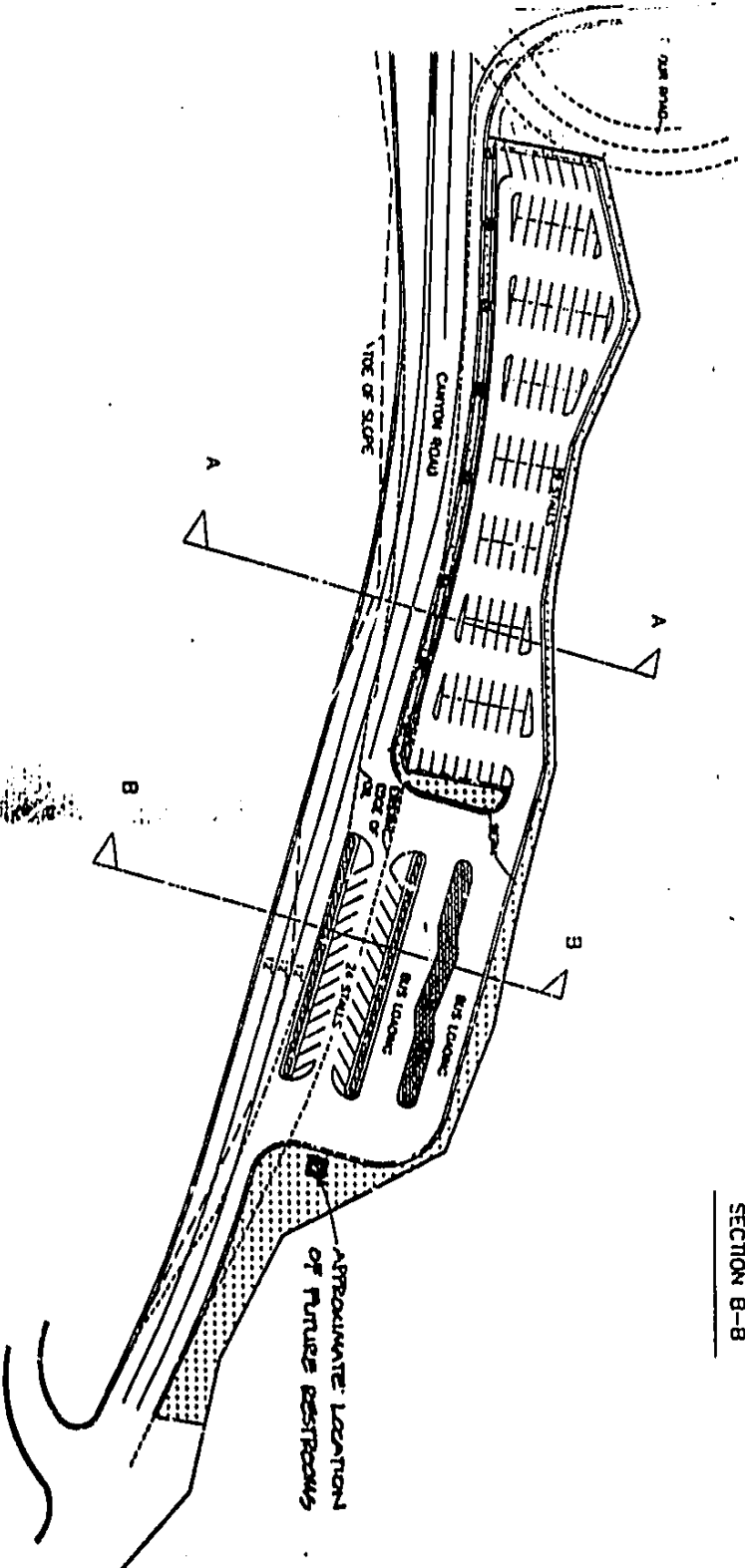
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SECTION A-A



SECTION B-B



Date	
Project Number	AS1
Designed By	AC
Checked By	DC
Scale	As Shown

**FNP** EDGEMONT WATSON AND PRAETOR ENGINEERING  
 ENGINEERS ARCHITECTS SURVEYORS  
 5411 LANE CITY

PRELIMINARY DRAFT  
 PARK & RIDE

PARCEL A & B  
BUS TRANSIT/CAR POOL LOT  
AND BIG COTTONWOOD CANYON ROAD

BEGINNING at a point that is North 20°12'04" East 111.143 feet from the intersection of Wasatch Blvd., and Big Cottonwood Canyon Road and running thence North 72°51'23" East 221.368 feet; thence South 70°59'12" East 109.252 feet; thence South 83°25'34" East 101.980 feet; thence South 88°49'48" East 29.155 feet; thence North 84°43'24" East 106.005 feet; thence South 79°43'52" East 100.424 feet; thence South 82°05'01" East 100.439 feet; thence South 73°02'28" East 100.090 feet; thence South 52°36'42" East 136.283 feet; thence South 67°25'14" East 102.421 feet; thence South 81°54'26" East 63.029 feet; thence South 20°31'30" West 103.756 feet; thence North 69°16'31" West 160.452 feet; thence North 78°21'56" West 615.099 feet; thence South 83°17'13" West 259.486 feet; thence North 11°23'18" West 146.865 feet to the point of beginning. (Basis of bearing being the centerline as noted in UDOT PROJECT NO. F-068(3) Sheet 26, from the intersection of Wasatch Blvd., and Big Cottonwood Canyon Road going East.)

PARCEL B  
BIG COTTONWOOD CANYON ROAD

BEGINNING at a point that is North 20°12'04" East 111.143 feet from the intersection of Wasatch Blvd., and Big Cottonwood Canyon Road to a non-tangent point on a 100.000 foot radius curve (bearing to the center of curve bears North 64°27'48" East); thence 116.995 feet along the arc of said curve (chord bearing bears South 59°03'12" East); thence North 87°25'48" East 124.144 feet to a point on a 1000.00 foot radius curve (bearing to the center of curve bears South 02°34'12" East); thence 247.914 feet along the arc of said curve (chord bearing bears South 85°28'04" East); thence South 78°21'56" East 80.523 feet; thence South 69°39'46" East 79.307 feet; thence South 78°21'56" East 183.213 feet; thence South 77°56'42" East 77.280 feet to a non-tangent point on a 820.000 foot radius curve (bearing to the center of curve bears South 13°45'39" West); thence 99.662 feet along the arc of said curve (chord bearing bears South 72°45'18" East); thence South 69°16'31" East 100.244 feet; thence South 20°31'30" West 66.00 feet; thence North 69°16'31" West 160.452 feet; thence North 78°21'56" West 615.099 feet; thence South 83°17'13" West 259.486 feet; thence North 11°23'18" West 146.865 feet to the point of beginning.

LEGAL/BIG COTTON

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