

When Recorded, Return To:
Ronald J. Ockey, Esq.
Jones, Waldo, Holbrook & McDonough
1500 First Interstate Plaza
170 South Main Street
Salt Lake City, Utah 84101

Notes

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Agreement Among

UTAH STATE BUILDING OWNERSHIP AUTHORITY

and

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF PARKS & RECREATION

and

STATE OF UTAH
DEPARTMENT OF AGRICULTURE

and

THE UTAH STATE BUILDING BOARD

and

STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION & MANAGEMENT

Relating to

Utah State Building Ownership Authority

Revenue Bonds

(Agricultural Building Project)

Series A \$4,000,000

Dated as of August 9, 1982

BOOK 5527 PAGE 948 KATHIE L. DIXON
RECORDED SAN JACINTO COUNTY, CALIFORNIA

AGREEMENT

THIS AGREEMENT, made and entered into as of this 9th day of August, 1982, by and among the UTAH STATE BUILDING OWNERSHIP AUTHORITY (the "Authority"), the State of Utah, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF PARKS & RECREATION, (the "Division"), the State of Utah, DEPARTMENT OF AGRICULTURE ("Agriculture"), the UTAH STATE BUILDING BOARD (the "Board"), and the State of Utah, DEPARTMENT OF ADMINISTRATIVE SERVICES, DIVISION OF FACILITIES CONSTRUCTION & MANAGEMENT ("Facilities Management").

WITNESSETH:

WHEREAS, the Authority is a duly organized and existing body corporate and politic under the State Building Ownership Act, Chapter 9a of Title 63, Utah Code Annotated, 1953, as amended (the "Act") with full authority to enter into agreements for the public purpose of securing, developing and providing office space and other facilities for the use and occupancy of departments, boards, commissions and agencies, except universities or colleges, of the State of Utah; and

WHEREAS, the Authority has heretofore undertaken to acquire and construct an office building facility located at approximately 325 North Redwood Road in Salt Lake City, Utah, to house the administrative offices and laboratories of the Utah Department of Agriculture (the "Agriculture Building

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Project") and for such purpose has caused to be used its \$4,000,000 Revenue Bonds (Agriculture Building Project) (the "Revenue Bonds") pursuant to the terms of a Trust Deed and Indenture of Trust dated as of January 1, 1981 (the "Indenture"), between the Authority and Zions First National Bank, as trustee (the "Trustee"); and

WHEREAS, the Division owns a parcel of land contiguous to the south property line of the Authority's Agriculture Building Project and desires to construct thereon, in cooperation with the Authority, a parking lot facility; and

WHEREAS, the Authority finds that the said parking lot improvements will benefit of the Agriculture Building Project and enhance the use thereof and the security of the holders of the Revenue Bonds and that sufficient funds are legally available within the Construction Fund established under the terms of the Trust Deed and Indenture to pay the Authority's portion of the cost of said improvements as provided herein; and

WHEREAS, the Authority and the Board have entered into that certain Agreement dated as of November 1, 1980, and a "Schedule II" thereto dated as of January 1, 1981 (the "Building Board Agreement"), pursuant to which the Board has agreed to acquire and construct facilities, including the Agriculture Building Project, for the Authority; and

WHEREAS, the Authority and Agriculture have entered into that certain Agreement of Lease dated as of January 1,

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1981, pursuant to which Agriculture has leased the Agriculture Building Project from the Authority;

NOW, THEREFORE, in consideration of the mutual promises and the covenants hereinafter contained, the parties hereto covenant, agree and bind themselves as follows:

1. PLANS, SPECIFICATIONS AND CONSTRUCTION OF FACILITIES.

Facilities Management, acting for and in behalf of the Board under the terms of the Building Board Agreement, has had prepared plans and specifications for the parking improvements, and agrees to have said improvements (herein referred to as the "Parking Improvements") constructed on the real property described in Paragraph 4a hereof (herein referred to as the "Parking Property"). Said plans and specifications are on file in the office of Facilities Management, Room 4110, State Office Building, Salt Lake City, Utah.

2. PROJECT BUDGET.

The budget for the Parking Improvements is as follows:

Architectural Fee:	\$ 3,670.00
Construction Cost:	61,173.10
Site Survey:	<u>300.00</u>
	\$65,143.10

3. PAYMENT OF THE COST OF THE PARKING IMPROVEMENTS.

The Division and the Authority agree to share equally the cost of the Parking Improvements, except for the cost of

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the Site Survey, which shall be paid by the Authority. The estimated cost of the Parking Improvements to be so shared by the Division and the Authority is \$64,845, and the estimated share of each of said parties is \$32,422.50. The Division agrees to pay the Authority its share of such costs, which moneys will be deposited in the Construction Fund under the Indenture so that all costs of the Parking Improvements will be paid from and accounted for through the Construction Fund.

4. GRANTS OF RIGHTS-OF-WAY AND EASEMENTS.

a. The Division, in consideration of the payments of the Authority for the acquisition and construction of the Parking Improvements and the other covenants and promises of the Authority herein set forth, does hereby grant, bargain, sell and convey to the Authority, its successors and assigns, for a term ending fifty years from the date hereof, a non-exclusive easement and right-of-way for ingress and egress and vehicular parking over and upon the following described real property situated in Salt Lake County, Utah, to-wit:

Beginning at a point South 00°04'30" West 368.081 feet and East 10.391 feet and South 01°23'06" East 100.00 feet and South 89° 55'30" East 215.73 feet and South 00°04'30" West 100.00 feet from the Northwest corner of Lot 3, Block 4, Jordan Plat "A"; said lot

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corner being North $00^{\circ}02'13''$ West 2,413.453 feet and South $89^{\circ}51'50''$ East 24.698 feet from the Salt Lake City Survey Monument at the intersection of Redwood Road and North Temple Street and running thence South $00^{\circ}04'30''$ West 129.00 feet, more or less, to the North right-of-way line of Simondi Avenue; thence South $89^{\circ}55'30''$ East 330.85 feet along said right-of-way line and the Easterly projection thereof; thence North $00^{\circ}04'30''$ East 129.00 feet to a point South $89^{\circ}55'30''$ East from the point of beginning; thence North $89^{\circ}55'30''$ West 330.85 feet to the point of beginning.

b. The Authority in consideration of the payments of the Division for the acquisition and construction of the Parking Improvements and the other covenants and promises of the Division herein set forth, does hereby grant, bargain, sell and convey to the Division, its successors and assigns, for a term ending fifty years from the date hereof, a non-exclusive easement and right-of-way for ingress and egress and vehicular parking in spaces designated for parking over and upon the following-described real property situated in Salt Lake County, Utah, to wit:

Beginning at a point South $00^{\circ}04'30''$ West 368.081 feet and East 10.391 feet and South $01^{\circ}23'06''$ East 85.995 feet from the Northwest corner of Lot 3, Block 4, Jordan Plat "A"; said lot corner being North $00^{\circ}02'13''$ West 2,413.453 feet and South $89^{\circ}51'50''$ East 24.698 feet from the Salt Lake City Survey Monument at the intersection of Redwood Road and North Temple Street and running thence South

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89°55'30" East 173.425 feet to a point on the arc of a 24.00 foot radius curve to the right; thence Easterly and Southeasterly 17.352 feet along said curve (Chord: South 69°12'44" East 16.977 feet); thence South 48°30'00" East 99.425 feet; thence South 60°30'00" East 40.50 feet; thence South 89°55'30" East 99.00 feet to a point on the arc of a 5.00 foot radius curve to the left; thence Northeasterly 7.854 feet along said curve (Chord: North 45°04'32" East 7.071 feet); thence North 00°04'30" East 15.00 feet; thence South 89°55'30" East 100.00 feet; thence South 00°04'30" West 20.00 feet; thence South 89°55'30" East 43.806 feet to the East line of Authority's land; thence South 00°04'30" West 22.316 feet along said East line to the South line of Authority's land; thence North 89°55'30" West 330.85 feet along said South line; thence North 00°04'30" East 16.435 feet to a point on the arc of a 30.00 foot radius curve to the left; thence Northerly 44.053 feet along said curve (Chord: North 06°26'00" West 40.201 feet); thence North 48°30'00" West 42.50 feet to a point on the arc of a 22.00 foot radius curve to the left; thence Northwesterly 15.906 feet along said curve (Chord: North 69°12'44" West 15.562 feet); thence North 89°55'30" West 161.019 feet to the East right-of-way line of Redwood Road; thence along said line for the next three courses and distances: North 00°04'30" East 10.00 feet; thence North 89°55'30" West 3.73 feet; thence North 01°23'06" West 14.005 feet to the point of beginning.

c. It is mutually understood and agreed among the parties that the Authority and the tenant(s) of the Authority's Agriculture Building Project, including, without limitation, Agriculture, shall have primary use of the Parking Improvements

and the Parking Property in accordance with and pursuant to the easement and right-of-way described in Paragraph 4a hereof, and to the real property described in Paragraph 4b hereof, to the extent of its and their needs, during normal working hours, and the Division shall have primary use of the Parking Improvements and the Parking Property, and of the real property described in Paragraph 4b hereof in accordance with and pursuant to the easement and right-of-way described in said Paragraph 4b, to the extent of its needs, during off-hours and on weekends.

Each party hereto agrees not to interfere with the other party's primary use of such properties during such primary use periods for the purposes covered by the said easements and rights-of-way, so that each party shall enjoy the maximum use thereof for such purposes, to the extent of its respective needs, during its primary use period.

Any dispute concerning the amount of use of such properties needed by the Authority, its tenant(s) or the Division during their respective periods of primary use thereof, shall be resolved by the chairman of the Authority, the Director of the Division and the head or heads the agency or agencies which at the time is or are the Tenant(s) of the Agriculture Building Project, or in the event said persons are unable to agree, by the Executive Director of the Department of Administrative Services.

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d. The easements and rights-of-way described and granted herein shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their successors and assigns.

e. The Division agrees to execute and deliver to the Authority the Deed of Easement and Right-of-Way in substantially the form as attached hereto as Exhibit "A", and by reference made a part hereof, which may be recorded by the Authority in the official records of the County Recorder of Salt Lake County, Utah.

f. The Authority agrees to execute and deliver to the Division the Deed of Easement and Right-of-Way in substantially the form as attached hereto as Exhibit "B", and by reference made a part hereof, which may be recorded by the Division in the official records of the County Recorder of Salt Lake County, Utah.

5. MAINTENANCE.

The Board, Facilities Management and the Authority hereby mutually agree that the Parking Improvements shall be included under the Building Board Agreement as a part of the Agriculture Building Project and that the Board and Facilities Management shall provide for the operation and maintenance of the Parking Improvements as part of the Agriculture Building Project pursuant to the Building Board Agreement.

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The Division agrees to reimburse the Authority for Fifty Percent (50%) of the actual cost of maintaining the Parking Improvements, including any required insurance, which are not paid for by Facilities Management.

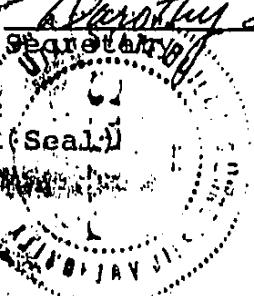
6. AMENDMENTS.

This agreement may be amended only upon the joint approval of the Authority, the Board, Facilities Management and the Division.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be signed in its name and on its behalf by one of its duly authorized officials and attested by one of its duly authorized officials and its official seal to be hereunder affixed on the date of their respective acknowledgements annexed hereto, but effective as of the day and year first above written, which latter date shall be deemed to be the date hereof.

UTAH STATE BUILDING
OWNERSHIP AUTHORITY

ATTEST:

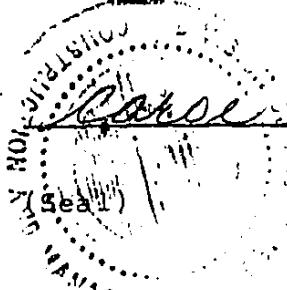


By

J. Deon Greene
Chairman

STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE
SERVICES DIVISION OF FACILITIES
CONSTRUCTION & MANAGEMENT

ATTEST:

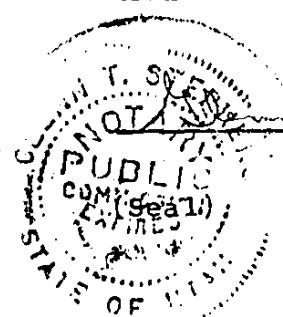

Carol Prince
(Seal)

ATTEST:

Carol Prince

(Seal)

ATTEST:

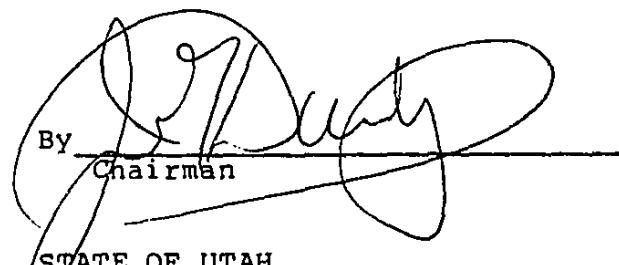

T. Stephens
(Seal)

ATTEST:

Carolyn P. Floyd

By James C. Clegg
Director

UTAH STATE BUILDING BOARD


By John D. Dugay
Chairman

STATE OF UTAH,
DEPARTMENT OF NATURAL RESOURCES,
DIVISION OF PARKS & RECREATION

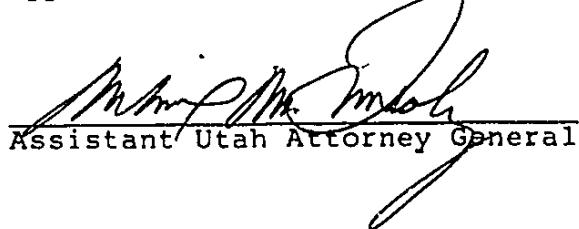
By Tom B. Elliott
Director

STATE OF UTAH
DEPARTMENT OF AGRICULTURE

By John T. M. Morris
Commissioner

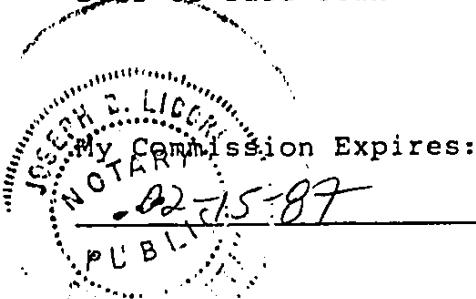
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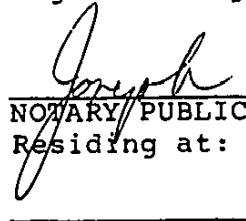
Approved as to Form:


Assistant Utah Attorney General

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 24th day of January, 1984, personally appeared before me J. Thomas Greene and Dorothy Dart, who being by me duly sworn, did say, each for himself, that he, the said J. Thomas Greene, is the Chairman, and she, the said Dorothy S. Dart, is the Secretary of the Utah State Building Ownership Authority, a body corporate and politic of the State of Utah, and that the within and foregoing instrument was signed in behalf of said Authority by authority of a Resolution of the Utah State Building Ownership Authority and said J. Thomas Greene and Dorothy Dart, each duly acknowledged to me that said Utah State Building Ownership Authority executed the same and that the seal affixed is the seal of said Utah State Building Ownership Authority.




NOTARY PUBLIC
Residing at: SLC/H

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 26th day of January, 1984, personally appeared before me Ross B. Elliott and Glenn T. Stephens, who being by me duly sworn, did say, each for himself and herself, that he, the said Ross B. Elliott, is the Director, and she, the said Glenn T. Stephens, is

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Chief of Administration of the State of Utah,
Utah Department of Natural Resources, Division of Parks and
Recreation; that the within and foregoing instrument was signed
in behalf of the State of Utah pursuant to law and authority in
them vested and said Ross B. Elliott and Glenn

T. Stephens each duly acknowledged to me that the State
of Utah, Department of Natural Resources, Division of Parks and
Recreation, executed the same as its voluntary act and deed and
that the seal affixed is the seal of said Department.

NOTARY
My Commission Expires:

March 8, 1984

STATE OF UTAH)
COUNTY OF SALT LAKE) : ss.

On the 27th day of January, 1984, personally
appeared before me Jack Dunlop and Carol Prince
, who being by me duly sworn, did say, each for
himself and herself, that (he, she), the said Jack Dunlop, is
the Chairman, and (he, she), the said Carol Prince
, is the ^{Executive} Secretary of the Utah State Building
Board, that the within and foregoing instrument was signed in
behalf of the Utah State Building Board pursuant to law and
authority in them vested and said Jack Dunlop and Carol
Prince each duly acknowledged to me that the Utah
State Building Board executed the same as its voluntary act and
deed and that the seal affixed is the seal of said Department.

NOTARY
My Commission Expires:

02-15-87

NOTARY PUBLIC
Residing at:

SLC Utah

NOTARY PUBLIC
Residing at:

Joseph B. Ligon
Secty

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STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 27 day of January, 1984, personally appeared before me Ronald E. Aspgren and Carole Prince, who being by me duly sworn, did say, each for himself and herself, that he, the said Ronald E. Aspgren, is the Director of the Utah Department of Administrative Services, Division of Facilities Construction and Management (the "Division") and that she the said Carole Prince, is an Executive Secretary of the Division; that the within and foregoing instrument was signed in behalf of the State of Utah pursuant to law and authority in them vested and said Ronald E. Aspgren and Carole Prince each duly acknowledged to me that the State of Utah Department of Administrative Services, Division of Facilities Construction and Management, executed the same as its voluntary act and deed and that the seal affixed is the seal of said Department.

NOTARY PUBLIC
My Commission Expires:
PUBL 1/1/84

Victor J. Lowell
NOTARY PUBLIC
Residing at: Salt Lake, Utah

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 25th day of January, 1984, personally appeared before me Stephen T. Gillmor and Carolyn P. Lloyd, who being by me duly sworn, did say, each for himself and herself, that he, the said Stephen T. Gillmor, is the Commissioner, and that she, the said Carolyn P. Lloyd is Administrative Services Director, of the State of Utah, Utah Department of Agriculture; that the within and foregoing instrument was signed in behalf of the State of Utah pursuant to law and authority in them vested and said Stephen T. Gillmor and Carolyn P. Lloyd each duly acknowledged to me

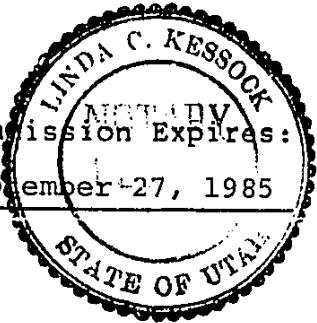
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that the State of Utah, Department of Agriculture executed the same as its voluntary act and deed and that the seal affixed is the seal of said Department.

My Commission Expires:

September 27, 1985

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RJO



Linda C. Kessock
NOTARY PUBLIC

Residing at: _____

Salt Lake City, Utah

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The mailing addresses of the parties to this
Agreement are as follows:

Utah State Building Ownership Authority
c/o Utah Department of Administrative Services
2100 State Office Building
Salt Lake City, UT 84114

Utah Department of Natural Resources,
Division of Parks & Recreation
1636 West North Temple Street
Salt Lake City, UT 84116

Utah State Building Board
Room 4110, State Office Building
Salt Lake City, UT 84114

Utah Department of Administrative
Services, Division of Facilities
Construction and Management
Room 4110, State Office Building
Salt Lake City, UT 84114

Utah Department of Agriculture
350 North Redwood Road
Salt Lake City, UT 84116

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