

800

4092597

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this 19th day of March, 1981, by and between the UTAH DEPARTMENT OF TRANSPORTATION, herein referred to as "Lessor" and SUGAR HOUSE PARK AUTHORITY, herein referred to as "Lessee."

1. LEASED PREMISES Lessor hereby leases to Lessee that portion of the I-80 right-of-way that lies between 13th East and 17th East, Salt Lake City and extends northerly from the top of the cut to the present no-access line. Said legal description is outlined on Exhibit "A" attached hereto.

2. PURPOSE Lessee may use the Leased Premises solely for a Public Park and landscaping purposes.

3. TERM The term of this Lease Agreement shall be TEN (10) years, commencing on the date hereof. The Lessee shall have an option to renew this lease, on the terms agreeable to Lessor and Lessee, at that time.

4. CONSIDERATION The Lessee will pay to the Lessor the sum of One Dollar (\$1.00) as token amount to establish this lease. The Lessor is permitting the Lessee the use of the Leased Premises in exchange for landscaping and the maintenance thereof.

The Lessee agrees to move the existing chainlink fence to the southerly boundary line of the property as described in the attached Exhibit "A" according to the Standards and Specifications of the State of Utah. Total expense of moving fence is Lessee's responsibility.

The Lessee agrees to complete landscaping and fencing on the described property by April 1, 1981 1981, and to assume maintenance of all landscaping on ~~the~~ described property as of the date of this agreement.

5. CONDUCT OF OPERATIONS The Lessee will not erect signs or advertising devices within the right-of-way area. The Lessee will not erect within the described area any landscaping features nor plant trees, shrubbery, etc. which may cause sight and safety problems for the highway users. The Lessee will not erect any permanent structures.

This Lease Agreement in no way cancels or negates the rights of public or private utilities to enter upon said leased premises to construct, reconstruct, repair or inspect their facilities.

6. INDEMNITY Lessee will save the Lessor harmless from any damage or any liability occasioned by its use of the leased premises.

7. ASSIGNMENTS AND TRANSFERS This Lease Agreement may not be assigned or transferred by Lessee without the express written consent of the Lessor delivered in writing to the address shown in paragraph 9.

BOOK 5658 PAGE 2416

8. TERMINATION The Lessor reserves the right to cancel this lease at any time if the Lessee does not maintain the area as agreed (paragraph 4) or if Lessor requires the land for highway purposes. Such notice will be in writing delivered to the address in paragraph 9 and allowing a 30-day period.

9. NOTICES Whenever it shall be necessary for either party hereto to give written notice to the other with regard to any matter relating to or arising under this Lease Agreement, such notice shall be in writing delivered to the Lessor at the following address:

Property Management
Utah Department of Transportation
Room 500 State Office Building
Salt Lake City, Utah 84114

or to the Lessee at the following address:

Sugar House Park Authority
% Mr. Robert E. Doidge
1055 East 2100 South, Room 208
Salt Lake City, Utah 84106

or to such other address as Lessor or Lessee may designate in writing.

10. FEDERAL REGULATIONS The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the lease, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

The Lessee for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the Lease, that (1) no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities. (2) that in the furnishing of services thereon, no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

11. IT IS UNDERSTOOD and agreed that the Utah Department of Transportation is in no way abandoning its rights or interests in the leased premises for highway or public purposes.

This Lease Agreement is subject to the prior approval of the Federal Highway Administration.

IN WITNESS WHEREOF, the parties hereto have subscribed their names the day and year first above written.

SUGAR HOUSE PARK AUTHORITY

By *John Gandy*
Chairman and Trustee

Attest:

By *Gretchen Bateman*
Secretary

Ronald A. Ferley

UTAH DEPARTMENT OF TRANSPORTATION

By *William J. Hurley*
Director

By *C. V. Johnson*
Assistant Director

Approved as to Form:

By *Stephens J. Louison*
Assistant Attorney General

Recommended for Approval

Blaine Kay
District Director

ms fel
MAY 31 10 47 AM '85
KATIE L. UIXON
RECORDER
SALT LAKE COUNTY,
UTAH
FILED AT
Patricia R. Johnson
PATRICIA R. BROWN

*90 Kent Almond
Sugar House Park Authority*

*697 E. 4181th.
1700 WALK
84107*

EXHIBIT "A"

Airspace Lease Agreement
Ref: I-80-3(4)120
NRM-97C:1:Q3

Salt Lake City, Salt Lake County, State of Utah:

Beginning at a point 183.75 ft. N. 49°16' E. from the Salt Lake County Survey Monument at the intersection of 13th East Street and Stringham Avenue; thence N. 86°58'59" E. 170.419 ft.; thence S. 80°36'41" E. 142.065 ft.; thence S. 51°27'09" E. 462.827 ft.; thence S. 55°58'31" E. 153.107 ft.; thence S. 66°39'33" E. 116.666 ft.; thence S. 76°23'33" E. 141.66 ft.; thence S. 82°54'33" E. 292.60 ft.; thence S. 85°25'23" E. 458.80 ft.; thence S. 79°41'23" E. 280.36 ft.; thence S. 77°49'53" E. 357.04 ft.; thence S. 67°21'53" E. 216.41 ft.; thence S. 73°16'13" E. 380.82 ft.; thence S. 77°29'26" E. 20.54 ft.; thence N. 0°01' W. 22.06 ft.; thence N. 62°36' W. 69.81 ft.; thence N. 69°04'23" W. 345.69 ft.; thence N. 77°45'25" W. 383.4 ft.; thence N. 78°14'37" W. 459.3 ft.; thence N. 84°18' W. 782.6 ft.; thence N. 64°18'55" W. 355.6 ft.; thence N. 62°19'30" W. 56.4 ft.; thence N. 47°16'12" W. 405.48 ft.; thence N. 80°31'27" W. 405.2 ft.; thence S. 31°36'40" E. 104.58 ft. to the point of beginning.

The above described parcel of land contains 2.7504 acres.

BOOK 5658 PAGE 2419