

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into this 26th day of February, 2019 ("Effective Date"), by and between Tooele City Corporation, a charter city and municipal corporation established under the laws of the State of Utah ("City") and Tooele County, a political subdivision of the State of Utah ("County") (collectively "Parties").

WHEREAS, the County has established a trail system within the Tooele Valley to be used by the public for recreational purposes, and Middle Canyon road is part of that trail system; and,

WHEREAS, the County has established public campgrounds in Settlement Canyon and Middle Canyon; and,

WHEREAS, the County has decided to control access to Middle Canyon, camping areas, trail areas, and Butterfield Pass through the placement of a toll booth in Middle Canyon Road and the implementation of a toll/fee for entry to Middle Canyon, similar to the toll booth and toll/fee for Settlement Canyon; and,

WHEREAS, the County's design for the toll booth and surrounding area calls for the utilization of small areas of land owned by the City on either side of the narrow, prescriptive Middle Canyon Road right-of-way for parking and a turn-around; and,

WHEREAS, the County requests the ability to utilize these small areas through a lease agreement, similar to the lease agreements between the City and the County for the trailheads on Rogers Street and Vine Street/Droubay Road; and,

WHEREAS, the Parties desire to formalize a lease arrangement with a written lease agreement:

NOW, THEREFORE, for good and valuable consideration, described below, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Property. The City hereby leases to the County the following Property:
 - a. Parking Area: the parking area illustrated in Exhibit A and described in the surveyed legal description contained in Exhibit A as West Side of Middle Canyon Road, consisting of 0.148 acres; and,
 - b. Turnaround Area: the turnaround area illustrated in Exhibit A and described in the surveyed legal description contained in Exhibit A as East Side of Middle Canyon Road, consisting of 0.035 acres.
2. Term. This Agreement shall commence on the Effective Date and shall continue for a period of 25 years unless terminated earlier pursuant to the terms of this Agreement. The term of this Agreement may be extended in writing at any time with the mutual agreement of both Parties.
3. Consideration. As consideration for the lease of the Property, the County agrees to do the following prior to beginning toll booth operation:

- Exhibit A;
- a. place jersey barriers on the perimeter of the Property parcels, as illustrated in Exhibit A;
 - b. identify and take measures to protect the City waterline in Middle Canyon Road;
 - c. take measures to identify and protect a private waterline and box within the parking area;
 - d. perform no excavation on the Property except for the toll booth structure and protection bollards;
 - e. remove and dispose of existing fencing along Middle Canyon Road and install new fencing on the exterior perimeter portions of the Property not fronting Middle Canyon Road;
 - f. remove and dispose of dead or dying trees on the Property; and,
 - g. provide rip-rap stabilizing structures where the jersey barriers meet the top of the historic Middle Canyon drainage, as deemed necessary by the City's engineer.

4. Development and Operation. The County shall be solely responsible for the development, operation, and maintenance of the toll booth area, including installation of the toll booth structure, placement of fencing and jersey barriers, site grading, and road improvements.

5. Non-Exclusive Use. The County acknowledges the presence of a City waterline and a private waterline, and associated facilities, (the "Water Facilities") across and under the Property, and agrees that the City shall continue to have access to and use of the Property for purposes related to the Water Facilities. Should the City's needs for the property become incompatible with the public's use of the toll booth parking and turnaround areas, as determined by the City in its discretion, the City shall have the right to terminate this Agreement for good cause.

6. Regulation of Use. The County, with the City's consent, shall establish rules and regulations governing the public's use of the Property and the toll booth area, and shall enforce said rules and regulations.

7. Termination.

a. Mutual Consent. The Parties may terminate this Agreement during its term or any extension by mutual consent.

b. Breach. The City may terminate this Agreement upon a breach thereof. The City shall first provide written notice of the breach and 30 days to cure the breach.

c. Good Cause. The City may terminate this Agreement for good cause upon 90 days written notice. Good cause shall include the City's decision, in the discretion of the City, to utilize the Property for public purposes in conflict with the parking or turnaround purposes contemplated under this agreement.

d. Upon termination of this Agreement, the County shall remove all improvements it constructed or placed on the property, at County expense, within 90 days of termination.

8. Indemnification. The County shall defend, hold harmless, and indemnify the City and its employees, officers, directors, and agents (each an "Indemnified Party") from and against all damages, liabilities, losses, costs, disputes, suits, claims, demands, penalties, and expenses, including reasonable attorney's fees and costs and investigations costs, imposed upon or claimed

against an Indemnified Party caused by or in relation to (a) the public's use of the Property or (b) the acts of the County and its agents upon the Property.

9. Dispute Resolution. If any dispute arises under this Agreement, the aggrieved party shall give the other party written notice of the dispute. The Parties shall attempt to resolve the dispute within 30 days of the notice. If no resolution is reached, the Parties agree to submit the dispute to mediation through a third-party neutral mediator. The costs of mediation shall be divided equally between the Parties. If resolution is not reached after mediation, the Parties may resort to any legal remedy, subject to the terms of this Agreement.

10. Attorney's Fees. If any dispute under this Agreement is litigated, the prevailing party shall be entitled to recover all of its costs and expenses, including reasonable attorney's fees (excepting the cost of the Parties' salaried attorneys), incurred in enforcing or attempting to enforce or defend any of the terms or conditions of this Agreement.

11. No Jury Trial. The Parties hereby irrevocably waive any right to a trial by jury in any litigation arising from this Agreement.


12. Amendment. All modifications, amendments, and extensions shall be in writing and signed by the Parties.

13. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

14. Integration. This Agreement is an integrated agreement and constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and no representation, warranty, condition, understanding, or agreement of any kind shall be binding upon the Parties unless incorporated herein or added hereto pursuant to amendment in accordance with Paragraph 12.

15. Authority. The individuals executing this Agreement represent and warrant that they are authorized to execute this Agreement on behalf of the applicable entity and that this Agreement constitutes a legally binding obligation of each entity.

TOOELE CITY CORPORATION


Debra E. Winn, Mayor

TOOELE COUNTY


County Commissioner



ATTEST:


MARILYN K. GILLETTE
TOOELE COUNTY CLERK

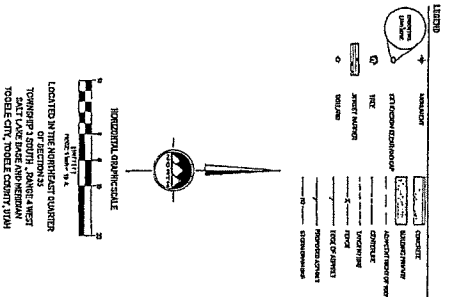
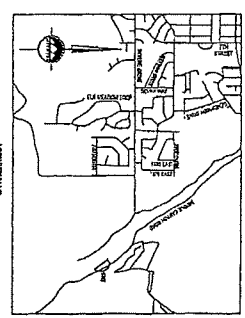
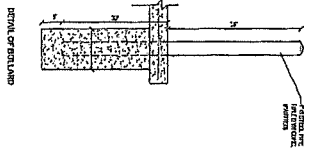
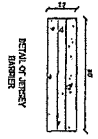
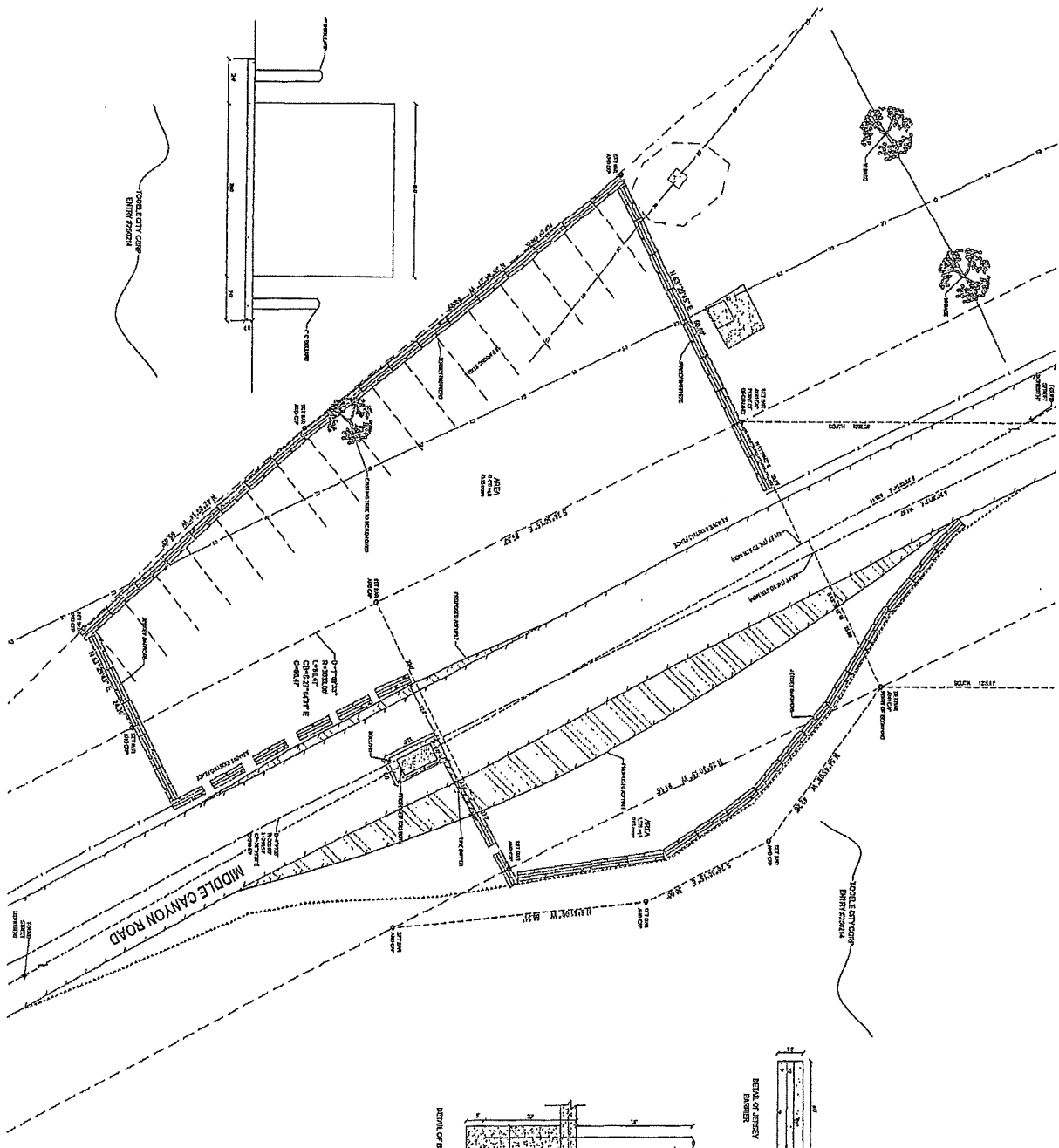
ATTEST



Michelle Pitt
Michelle Y. Pitt, City Recorder

APPROVED AS TO FORM:

Roger Evans Baker
Roger Evans Baker, City Attorney



TOOLE
 19th Main Street, Unit 1
 Tooele, UT 84303
 SALT LAKE CITY
 PHONE: 801.562.5829
LAYTON
 Phone: 801.567.1700
 CEDAR CITY
 Phone: 801.863.4444
 RICHFIELD
 Phone: 801.863.4444

MIDDLE CANYON TOLL BOTH

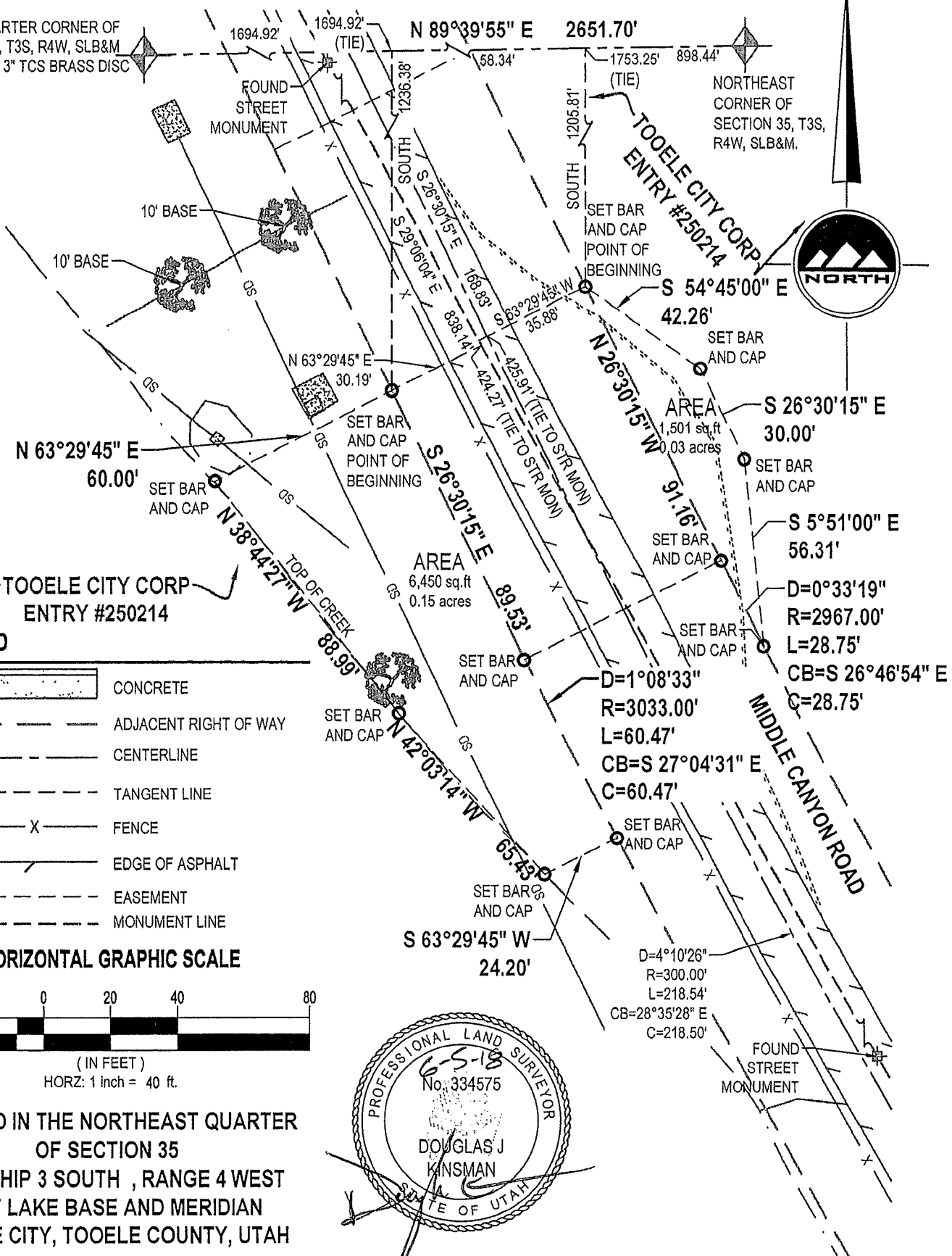
1880 EAST MIDDLE CANYON ROAD
 TOOELE, UTAH



SITE PLAN

NORTH QUARTER CORNER OF SECTION 35, T3S, R4W, SLB&M DATED 1980 3" TCS BRASS DISC (FOUND)

NORTHEAST CORNER OF SECTION 35, T3S, R4W, SLB&M.



LEGEND

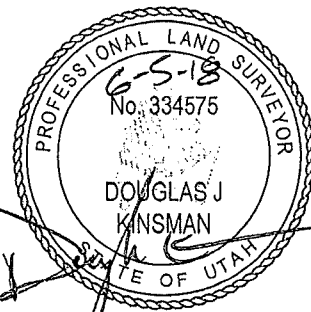
- CONCRETE
- ADJACENT RIGHT OF WAY
- CENTERLINE
- TANGENT LINE
- FENCE
- EDGE OF ASPHALT
- EASEMENT
- MONUMENT LINE

HORIZONTAL GRAPHIC SCALE



(IN FEET)
HORZ: 1 inch = 40 ft.

LOCATED IN THE NORTHEAST QUARTER OF SECTION 35
TOWNSHIP 3 SOUTH , RANGE 4 WEST
SALT LAKE BASE AND MERIDIAN
TOOELE CITY, TOOELE COUNTY, UTAH



PROJECT # 8269 DATE 6/5/18 1 of 1 FILE: FA	EXHIBIT "B" MIDDLE CANYON ROAD TOLLBOOTH TOOELE, UTAH 84074	FOR: TOOELE COUNTY PARKS AND RECREATION DEPARTMENT 47 SOUTH MAIN STREET TOOELE, UTAH 84074 PHONE: 435-843-4001	169 N. Main Street, Unit 1 Tooele, Utah 84074 Phone: 435.843.3590 Fax: 435.578.0108 www.ensigneng.com
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EASEMENT DESCRIPTIONS
West Side of Middle Canyon Road

A parcel of land, situate in the Northeast Quarter of Section 35, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and in Tooele City, more particularly described as follows:

Beginning at a point on the Westerly line of Middle Canyon Road (a 66.00-foot wide right-of-way), which is located North 89°39'55" East 1694.92 feet along the measured Section line, and South 1236.38 feet from the found monument at the North Quarter Corner of Section 35, Township 3 South, Range 4 West, Salt Lake Base and Meridian, (said point is also located North 29°06'04" West 424.27 feet along the measured street monument line and South 63°29'45" West 30.19 feet from the found PC monument in the centerline of said Middle Canyon Road), and running:

thence South 26°30'15" East 89.53 feet along said Westerly line;
thence Southeasterly 60.47 feet along the arc of a 3033.00-foot radius tangent curve to the left (center bears North 63°29'45" East, and the long chord bears South 27°04'31" East 60.47 feet, through a central angle of 1°08'33"), along said Westerly line;
thence South 63°29'45" West 24.20 feet, to the top of the stream channel;
thence North 42°03'14" West 65.43 feet along the top of said channel;
thence North 38°44'27" West 88.99 feet along the top of said channel;
thence North 63°29'45" East 60.00 feet, to the Point of Beginning.

Parcel contains: 6,450 square feet, or 0.148 acres.

East Side of Middle Canyon Road

A parcel of land, situate in the Northeast Quarter of Section 35, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and in Tooele City, more particularly described as follows:

Beginning at a point on the Easterly line of Middle Canyon Road (a 66.00-foot wide right-of-way), which is located North 89°39'55" East 1753.25 feet along the measured Section line, and South 1205.81 feet from the found monument at the North Quarter Corner of Section 35, Township 3 South, Range 4 West, Salt Lake Base and Meridian, (said point is also located North 29°06'04" West 425.91 feet along the measured street monument line and North 63°29'45" East 35.88 feet from the found PC monument in the centerline of said Middle Canyon Road), and running:

thence South 54°45'00" East 42.26 feet;
thence South 26°30'15" East 30.00 feet;
thence South 5°51'00" East 56.31 feet, to the Easterly line of said Middle Canyon Road;
thence Northwesterly 28.76 feet along the arc of a 2967.00-foot radius non-tangent curve to the right (center bears North 62°56'26" East, and the long chord bears North 26°46'54" West 28.76 feet, through a central angle of 0°33'19"), along said Easterly line;
thence North 26°30'15" West 91.16 feet along said Easterly line, to the Point of Beginning.

Parcel contains: 1,501 square feet, or 0.035 acres.

