

LAKE POINT SALT SHED LEASE AGREEMENT

THIS LAKE POINT SALT SHED LEASE AGREEMENT (the "Lease Agreement") is effective November 1, 2020, between TOOELE COUNTY, a body politic and corporate of the State of Utah, whose address is 47 South Main Street, Tooele, UT, 84074 ("County"), and SADDLEBACK SR-36, L.C., a Utah limited liability company, whose address is 925 West 100 North, Suite F, P.O. Box 540478, North Salt Lake, UT, 84054 ("Saddleback"). The County and Saddleback are individually a "Party" or collectively the "Parties".

WHEREAS, Saddleback owns two commercial lots in Lake Point, Tooele County, Utah, which are more particularly described as follows (collectively the "Lots"):

LOT 101, LAKE POINT BUSINESS CENTER SUBDIVISION PHASE 1, according to the official plat thereof on file with the Tooele County Recorder's Office; street address of 1235 East Garfield Circle or 8331 North Commerce Drive; Tooele County Tax Parcel No. 21-016-0-0101.

and

LOT 102, LAKE POINT BUSINESS CENTER SUBDIVISION PHASE 1, according to the official plat thereof on file with the Tooele County Recorder's Office; street address of 1213 East Garfield Circle; Tooele County Tax Parcel No. 21-016-0-0102;

AND WHEREAS, County desires to lease that certain portion of the Lots, containing approximately one (1) acre, as graphically depicted on Exhibit "A" attached hereto (the "Property"), for use by the County as a road salt storage facility;

AND WHEREAS, Saddleback is willing to lease the Property to County;

IT IS MUTUALLY AGREED AS FOLLOWS:

1. Beginning November 1, 2020, and continuing for a period of ten (10) years (the "Lease Term"), County hereby leases the Property from Saddleback.
2. The annual rental for the lease of the Property shall be one hundred dollars (\$100.00), due and payable each November 1 in advance.
3. County shall, at its own expense, improve the Property by: grading the Property suitable for County's purposes; constructing a driving surface suitable for County's purposes; constructing a salt shed; fencing the perimeter of the Property; and installing a gate at the entrance to the Property from Commerce Drive.


4. Throughout the Lease Term, the County shall, at its own expense: maintain the Property in a clean and orderly condition; and repair or replace any damage caused by the County to any improvements located upon the Property, including but not limited to any curb and gutter, sidewalk, wet or dry utilities, storm drains, etc.
5. County shall use the Property as a road salt storage facility and shall not use the Property for any other purpose without Saddleback's written consent.
6. County accepts the Property in its existing "AS IS, WHERE IS" condition and Saddleback makes no representation or warranty other than as to title with respect to the Property or its fitness for any particular purpose. County shall comply with all applicable local, state and federal law with respect to its occupancy and use of the Property. County shall not commit any waste upon the Property, including but not limited to any hazardous substances.
7. County shall indemnify, defend, and hold harmless Saddleback, its members, officers, employees, agents, and affiliates, from any loss, cost, damages, cause of action, or claim, arising out of or related to the County's use and occupancy of the Property.
8. On or before November 1 of each year of the Lease Term, County shall deliver to Saddleback a detailed summary of the County's costs in improving the Property, including a running or cumulative total of costs expended from the commencement of this Lease (the "County's Improvement Costs").
9. Either Party may, with or without cause, terminate this Lease Agreement on 60-days written notice to the other party. If Saddleback terminates this Lease Agreement prior to the end of the Lease Term, Saddleback shall pay County ten percent (10%) of the County's Improvement Costs for each year or partial year remaining in the Lease Term at the time of termination.
10. Any notices required by the provisions of this Lease Agreement shall be delivered to the Parties at their respective addresses shown in the first paragraph of this Lease Agreement or to such other addresses as a Party may inform the other Party in writing from time to time.
11. At the end of the Lease Term or upon termination of this Lease Agreement pursuant to paragraph 9, County shall remove its improvements and restore the Property to a state substantially similar to the state that existed prior to County's improvements. In the alternative, County and Saddleback may agree in writing that some or all of the County's improvements may remain on the Property.
12. This Lease Agreement may only be amended, modified, or supplemented in writing signed by the Parties.

- 13. This Lease Agreement, including any attached exhibits, constitutes the entire agreement between the County and Saddleback regarding the lease of the Property. All other agreements, promises and representations with respect thereto, other than those contained herein, are expressly revoked, as it is the intention of the Parties to provide for a complete integration within the provisions of this document.
- 14. The unenforceability, invalidity or illegality of any provision of this Lease Agreement shall not render the other provisions unenforceable, invalid or illegal.
- 15. The Parties agree that the terms of this Lease Agreement, including any written and signed amendments, shall prevail in any dispute regarding the terms of this Lease Agreement.
- 16. Neither Party to this contract shall be responsible for delay or default caused by fire, riot, acts of God, war or pandemic that is beyond that Party's reasonable control.
- 17. This Lease Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns, and their respective legal representatives.
- 18. In the event of default by either Party, the defaulting Party shall pay all costs and expenses of the other Party, including a reasonable attorney's fee, which may be incurred by such Party in enforcing its rights and remedies resulting from such default.
- 19. This Lease Agreement may be executed in multiple counterparts and by means of facsimile, .pdf, or other electronic means, including DocuSign and other similar electronic signature platforms.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement effective as the date first above written.

SADDLEBACK SR-36, L.C.:

TOOELE COUNTY:

DocuSigned by:

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 Christopher F. Robinson
 Manager


 Tom Tripp
 Commission Chair

7 Dec 2020

APPROVED AS TO FORM:

ATTEST:


 Colin Winchester
 Deputy Tooele County Attorney


 Marilyn K. Gillette
 Clerk



EXHIBIT "A"

TO

LEASE AGREEMENT

GRAPHIC DEPICTION OF THE PROPERTY

[SEE ATTACHED]

