

SHERIK LLC -- MILLINGS STORAGE LEASE AGREEMENT

AGREEMENT dated this 23rd day of August, 2022, by and between TOOELE COUNTY, a political subdivision of the State of Utah ("County"), and SHERIK LLC, a Utah limited liability company ("Sherik").

WHEREAS, Sherik owns approximately 216 acres near the Delle Exit on I-80, more particularly described as follows:

LOTS 1, 2, 3, S 1/2 OF NE 1/4, NE 1/4 OF SE 1/4, SEC 6, T1S, R8W, SLB&M, -- EXCEPTING 23.92 ACRES TO FREEWAY, ACCESS ROADS AND RAILROADS;

AND WHEREAS, County desires to lease the approximately 5.34 acres graphically depicted in Exhibit A ("the storage property") for the storage of asphalt millings from the Utah Department of Transportation's I-80 mill and overlay project;

AND WHEREAS, Sherik is willing to lease the storage property to County;

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Beginning August 23, 2022 and continuing for a period not to exceed 10 years, County hereby leases the storage property from Sherik.
2. In lieu of lease payments, County shall provide up to 80 hours of grading and sufficient asphalt millings from the Utah Department of Transportation's I-80 mill and overlay project to overlay the approximately 6.24 acres graphically depicted in Exhibit B to a depth of 4" to 6". County will not compact the millings; rather, it is expected that compaction will occur over time as traffic drives and parks in the area.
3. County shall be entitled to store up to 40,000 tons of millings on the storage property and shall have unrestricted access to the millings during the term of this Agreement.
4. County shall, at the inception of this Agreement, grade existing topsoil on the storage property to the perimeter of the storage property. Upon removal of the millings and conclusion of this Agreement, County shall respread that topsoil across the storage property.
5. County accepts the storage property in its existing "AS IS, WHERE IS" condition and Sherik makes no representation or warranty other than as to title with respect to the storage property or its fitness for any particular purpose. County shall comply with all applicable local, state and federal laws with respect to its occupancy and use of the storage property.

6. County shall indemnify, defend, and hold harmless Sherik, 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 storage property.

7. This Agreement may only be amended, modified, or supplemented in writing signed by the parties.

8. This Agreement, including any attached exhibits, constitutes the entire agreement between the County and Sherik regarding the lease of the storage 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.

9. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns.

SHERIK LLC:



Steven R. Saunders
Manager

TOOELE COUNTY:



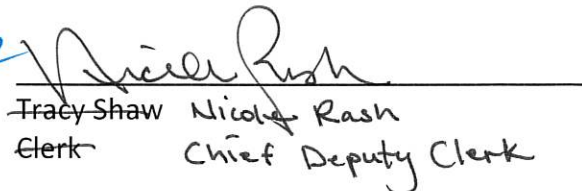
Jared Hamner
Chair, Tooele County Council

APPROVED AS TO FORM:



Colin Winchester
Deputy Tooele County Attorney

ATTEST:



Tracy Shaw Clerk
Nicole Rash
Chief Deputy Clerk

EXHIBIT A

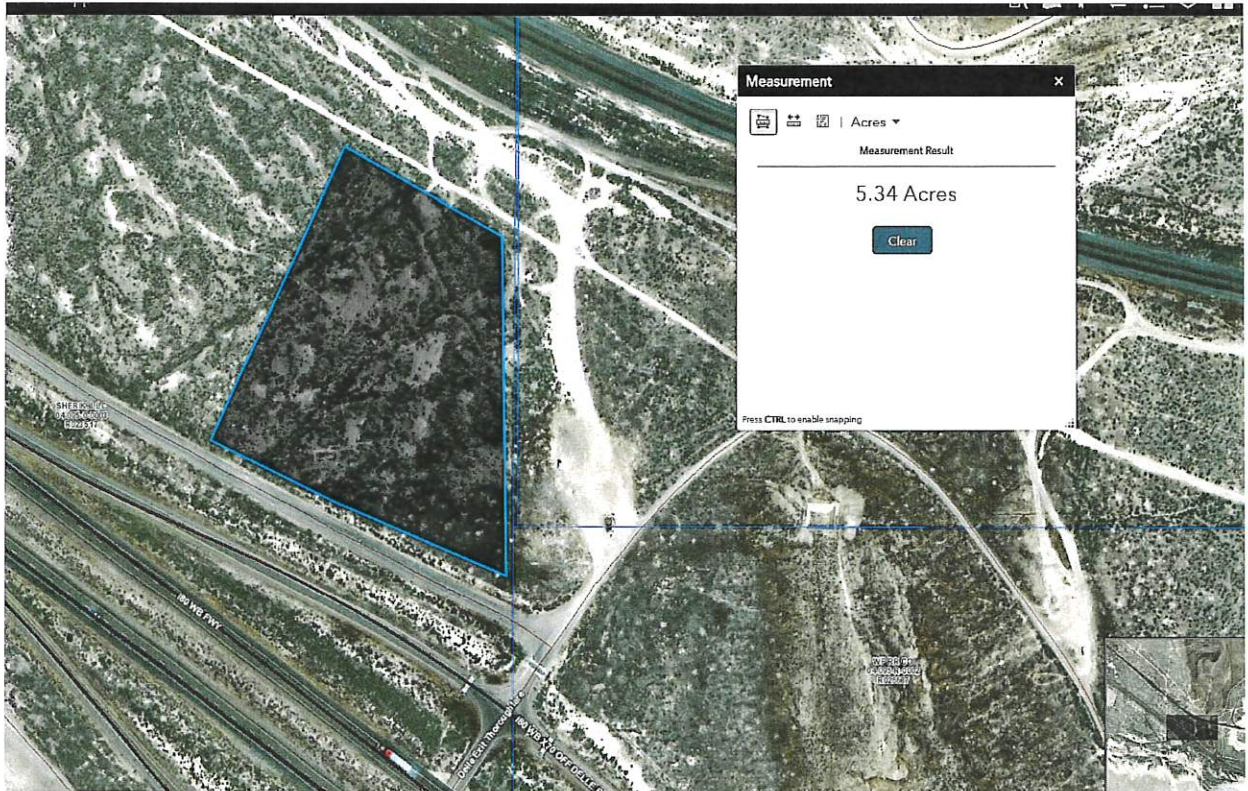
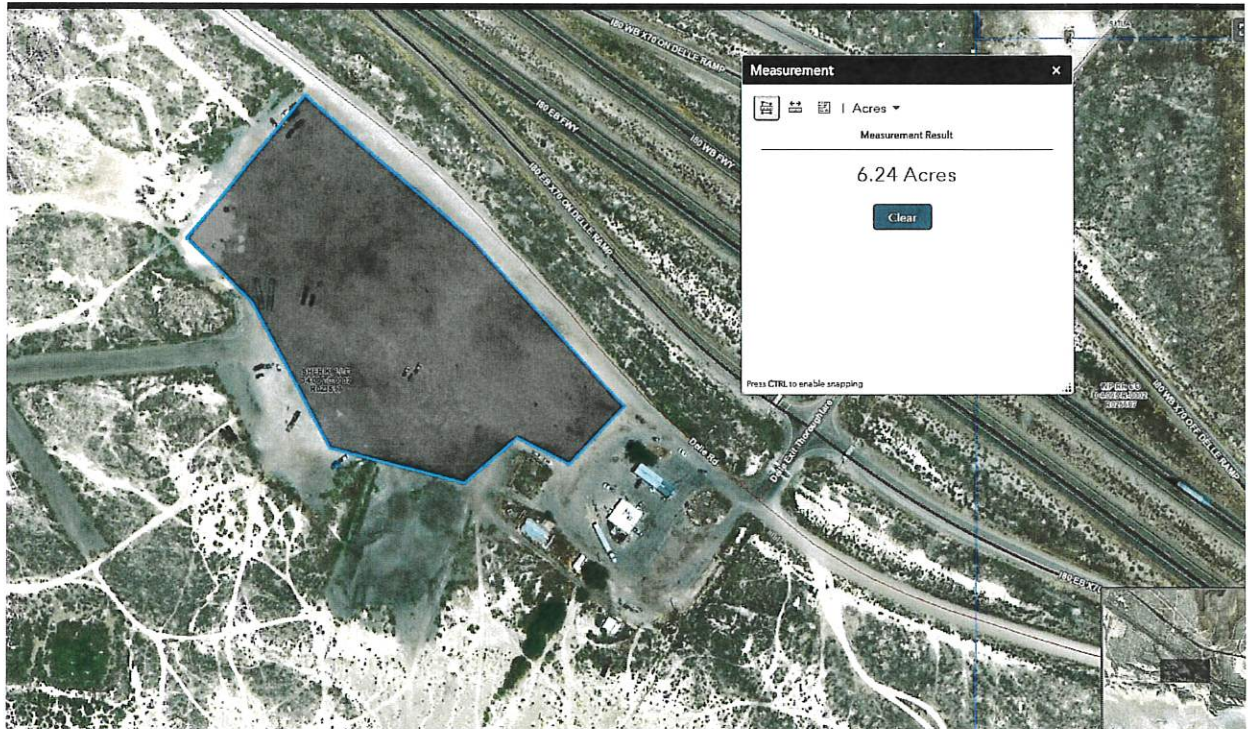


EXHIBIT B





Tooele County Council
Agenda Item Summary

Department Making Request:

Roads

Meeting Date:

9/06/2022

Contract

Mark Options That Apply:

Grant 1 time

Contract 1 yr. or less

Purchase

Exp date:

Grant With County Match

Contract More than 1 yr.

Exp date: 8/25/32

Budget Impact:

In Budget

Over Budget

Amount of Contract, Service, Grant: \$ 0.00

Item Title: Agreement for Storage of Roto-Mill

Please answer the who? what? when? why?

Roads Department would like approval on an agreement with Sherik, LLC to store Roto-Mill on their property located in Delle.

This will benefit our department by centralizing the logistics of the millings.

The agreement is set for a total of Ten Years, with the arrangement of Roads Department to conduct a One-Time Courtesy spreading of four to six-inch Roto-Mill Cap on Sherik's parking lot.

List who needs copies when approved: