

SLCAP Wendover 2011

TOOELE COUNTY CORPORATON
CONTRACT # 11-0823

LEASE AGREEMENT

Tooele County and Salt Lake Community Action Program

THIS LEASE AGREEMENT ("Agreement") is made this 14th day of July 2011, between Tooele County, 47 South Main, Tooele, Utah 84074 (hereinafter "County") and the Salt Lake Community Action Program, 764 South 200 West, Salt Lake City, Utah 84101 (hereinafter "SLCAP"). The parties hereby agree to enter into this five (5)-year ground lease for a parcel of ground approximately 85 feet by 150 feet near the Wendover Airport at 1007 Skyhawk, Wendover, Utah 84083. The land will be leased to SLCAP to be used by Head Start, as they were required to relocate two mobile buildings from their former location on Tooele County School District property in Wendover.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Parties. Tooele County, Utah has three (3) governing officials who are the elected members of the Board of County Commissioners. The other party to this Agreement is the Salt Lake Community Action Program, whose executive director is Catherine C. Hoskins.

2. Land. This lease agreement pertains to the tract of land described as:

Beginning at a point East 2172.553 feet and South 807.247 feet from the Northwest Corner of Section 20, Township 1 South, Range 19 West, Salt Lake Base and Meridian, said point of beginning also being East 404.226 feet and South 809.859 feet from the Northeast Corner of the Acord-Sorensen Estates Subdivision, recorded 1 May 1987 as Entry Number 008654, Book 254, Page 983 of the Tooele County Recorder's Office, and running thence East 85.00 feet; thence South 150.00 feet to the northerly line of Skyhawk Drive, a proposed sixty foot wide road; thence West 85.00 feet along said northerly line; thence North 150.00 feet to the point of beginning. Containing 12750 square feet or 0.29270 acres, more or less, in Parcel #01-271-0-0007. Subject to restrictions, covenants, easements and rights-of-way of record and use.

3. Term of Lease. The term of this Agreement ("Term") shall commence beginning on the date first above written and shall continue for a period of five (5) years thereafter. The term of the lease thereafter will be for one (1) year, renewed annually.

4. Amount of Lease. The lease rate shall be One Dollar (\$1.00) per year.

5. Development. SLCAP intends to develop the land described in Paragraph Two (2) for use by its Head Start patrons. Development may include asphalt, concrete, fencing, landscaping, and a playground area. All development of the site and any improvements made will be at SLCAP's expense.

6. Utilities. All utilities, including sewer, water, garbage, gas, and power, are the responsibility of SLCAP. This includes the cost of physical connections, connection fees, maintenance fees, and any other requirements of Wendover City or other entity.

7. Expenses. SLCAP shall be financially responsible to relocate the buildings, connect to utilities, obtain insurance, and pay property and other taxes as required.

8. Maintenance. SLCAP shall keep the leased property free of debris and weeds and shall maintain a neat and clean appearance of the buildings and property.

9. Additions or Modifications. The manager of the property will be the Wendover Airport Director. Any additions or modifications to the buildings or use of the property will be presented in writing to the Wendover Airport Director and must receive approval before proceeding. SLCAP shall notify Wendover Airport of any gathering or event that would require facilities or parking outside of the lease area.

10. Termination. This Agreement may be terminated during its initial Term or any extension thereof as follows: (a) at any time by the mutual written consent of the parties hereto; or (b) by either party with one hundred eighty (180) days prior written notice. Upon termination of the lease, all buildings will be removed from the property within ninety (90) days. County may decide to keep improvements on the land, such as concrete or asphalt, but also may require SLCAP to remove such improvements. SLCAP shall leave the site level and free of debris, with all utilities capped and/or closed out.

11. Indemnification. Except to the extent that any injury or damage is due directly and solely to County's negligence, SLCAP shall defend, hold harmless, and indemnify County, its officers, employees, agents, and contractors from any and all costs, losses, expense, damages, claims, suit, or any liability whatsoever, including attorneys's fees, arising out of any act or omission of SLCAP, its agents, employees, or subcontractors.

12. Dispute Resolution. If any dispute other than a notice of termination arises from this Agreement, the parties shall attempt to settle such dispute within thirty (30) days of written notice of the dispute. If no settlement is reached, the parties agree to submit the dispute to mediation through a third-party neutral mediator, which mediation session will take place within thirty (30) days from the notification date. If settlement is not reached within ten (10) days after the mediation session, the parties agree to submit the dispute to binding arbitration in accordance with Title 78, Chapter 31a of the Utah Code, which arbitration hearing will take place no later than sixty (60) days from the notification date. Costs of mediation will be split equally between the parties. If the case is settled through binding arbitration, the parties shall split equally the cost of arbitration unless otherwise ordered by the arbitrator, and judgment upon any award rendered by the arbitrator may be entered in any court with appropriate jurisdiction.

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 without being impaired or invalidated in any way.

14. Legal Costs. If any legal action arises under this Agreement or by reason of any asserted breach of it, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney fees (whether or not incurred by a salaried employee of the party), incurred in enforcing or attempting to enforce or defend any of the terms, covenants, or conditions, including costs incurred prior to commencement of legal action.

15. Authorization. Each individual executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the applicable entity and that this Agreement shall constitute a legal and binding obligation of such entity. This Agreement may be executed in counterparts and all executed counterparts shall together constitute one agreement, binding on all parties hereto, notwithstanding that all of the parties are not signatory to the original or same counterpart.

16. Time. Time is of the essence. All modifications or extensions shall be in writing signed by the parties.

17. Notices. All notices and demands of any kind which any party may be required or desire to give to or serve on the other party shall be made in writing and sent by certified mail, postage paid, to such party at its then current business address. Any such notice shall be presumed to have been received by the addressee forty-eight (48) hours after posting in the United States Mail.

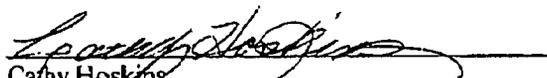
18. Scope of Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and no representation, warranty, condition, understanding, or agreement of any kind shall be binding upon the parties unless incorporated herein. Any amendment of this Agreement without the express written consent of the other party shall be void.

THE ABOVE REPRESENTS THE UNDERSTANDINGS AND AGREEMENTS OF THE PARTIES EXECUTING THIS LEASE AGREEMENT.



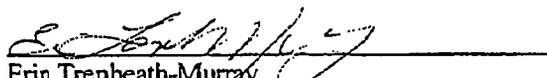
Colleen Johnson
Commission Chair

1 Aug 2011
Date



Cathy Hoskins
Executive Director
Salt Lake Community Action Program

7-14-11
Date



Erin Trenbeath-Murray
Head Start Director

7-14-11
Date

F A X

**Max Burdick,
Chair
Salt Lake County
Council**
M: 801-915-8137
F: 801-303-7005
maxburdick@me.com

To: **Colleen Johnson, Chair**
Tooele County Commission

Fax number: 435-843-3400

Date: 7/28/11

Regarding: LEASE AGREEMENT
Tooele County and
Salt Lake Community Action Program

No. Pages: 4 Total

Dear Colleen,

Thank you for your call.

I had tried to email but in checking it had not gone through.

I'll try faxing this time.

Please let me know if you receive this?

Thank you!

Max

*Thanks again Colleen!
If acceptable please sign +
return.
email: maxburdick@me.com
Fax 801-303-7005.*

Max