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AGREEMENT OF LEASE

This Agreement of Lease, made and entered into as of the 1st day of February, 1954, by and between WILLIAM PARLEY SPRATLING and AMELIA DAISY SPRATLING, his wife, both of Salt Lake County, Utah, hereinafter termed "Lessors," and UTAH BROADCASTING AND TELEVISION CORPORATION, a Utah corporation, hereinafter termed "Lessee,"

Witnesseth:

That the Lessors, for and in consideration of the rentals and the covenants and agreements of the Lessee hereinafter set forth, do by these presents:

1. Lease, grant, demise, and let unto Lessee a tract of land situated in the Northwest Quarter of the Northwest Quarter of Section 35, Township 2 South, Range 3 West, Salt Lake Base and Meridian, more particularly described as being 150 feet in width (East and West) and 300 feet in length (North and South) the center of which is the highest point on a ridge in the said described area, which said ridge runs in a general easterly and westerly direction, together with the right to use additional land adjacent to the said described tract as may be required by Lessee for the installation of a guy-wire system supporting a transmitter tower upon the said tract and, further, together with an easement on the property of Lessors for a roadway not exceeding two (2) rods in width from the above-described tract or from any tract or site upon which Lessee locates its said transmitter, whether upon the land of Lessors or otherwise, to the roadway now constructed on the property of Lessors in Sections 34, 35, and 36, Township 2 South, Range 3 West, Salt Lake Base and Meridian, and now being used by Intermountain Broadcasting and Television Corporation; and

2. Lease, grant, demise, and let unto Lessee the right to use as a joint user with Lessors and also with Intermountain Broadcasting and Television Corporation that certain roadway heretofore constructed upon the aforesaid and above-described property of Lessors

LAW OFFICES OF  
OWEN & WARD  
SALT LAKE CITY, UTAH

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and now being used by Intermountain Broadcasting and Television Corporation, together with a right of way for power lines and/or telephone lines and other necessary utilities, upon and across the property of Lessors in Salt Lake County, Utah, in Sections 34, 35, and 36, Township 2 South, Range 3 West, and Section 31, Township 2 South, Range 2 West, Salt Lake Base and Meridian; and Lessors, pursuant to the right reserved to them by that certain option dated July 11, 1952, between Lessors and the said Intermountain Broadcasting and Television Corporation, do hereby nominate and appoint Lessee as being entitled to the joint use of the said roadway;

3. To have and to hold the same unto the said Lessee for a term of twenty-three (23) years from the 1st day of February, 1954, to and including the 31st day of January, 1977, together with an option to Lessee to renew the lease on the same terms for an additional period of twenty-five (25) years upon delivering to Lessors, their heirs, executors, successors, or assigns a written notice of election so to renew not less than six (6) months prior to the said 31st day of January, 1977.

4. In consideration of the foregoing lease, Lessee agrees to pay Lessors as rental for the said real property and rights the sum of Five Hundred Fifty (\$550.00) Dollars per year, payable in advance, commencing on or before the 1st day of March, 1954, and thereafter on or before the 1st day of March of each year thereafter so long as this lease or any renewal thereof shall continue in full force or effect; and Lessee further covenants that it will designate the peak and site in the said Section 35 by the name of "Parley's Peak" and will use and describe the said property by the said name throughout the duration of this lease or any renewal thereof.

5. It is mutually understood and agreed that Lessors make no warranty or representation of title or quiet or peaceful enjoyment in connection with any of the above-described property which may be subject to mineral claims of third persons.

6. It is mutually understood and agreed that the Lessee will make use of the above-described land and right of way for the purpose of operating a radio or television station thereon and for ingress and egress thereto and for the purpose of constructing necessary power and/or telephone lines and other required utilities incident to the said radio or television station, and for no other uses or purposes whatsoever.

7. It is mutually understood and agreed that the Lessee will pay or tender to pay to Intermountain Broadcasting and Television Corporation Lessee's proportionate cost of the construction and maintenance of the above-described roadway, as provided in that certain option hereinabove referred to.

8. Lessee agrees to cooperate with Lessors so that the above-described road shall be maintained as a private roadway by paying Lessee's proportionate cost of the installation and maintenance of a locked gate and cattle guards not exceeding seven (7) in number and wing fences not exceeding ten (10) rods in length on either side of the said cattle guards at such places and otherwise as directed by Lessors. Lessee further agrees that it will pay Lessors for any injury done to Lessors' sheep, cattle, or horses or for any of Lessors' sheep, cattle, or horses killed by the automobiles or trucks of the Lessee, its agents or employees, while using the said roadway. It is mutually understood that Lessors shall have no expense in connection with the maintenance of the said roadway.

9. Lessee further agrees that it will build a suitable firebreak around any buildings or structures erected by Lessee upon the leased

property and will maintain fire extinguishers in its buildings located thereon and use its best efforts and judgment to prevent fires. Lessee further agrees to indemnify, save, and hold harmless Lessors from any damages incurred by others from fires traceable to the neglect of the Lessee, its agents, or its employees.

10. Lessee further undertakes and agrees to make prompt payment for all taxes levied or assessed upon its personal property brought, kept, or maintained upon the leased premises.

11. It is mutually understood and agreed that, in the event Lessors by the execution of this Agreement of Lease shall in any manner be deemed to have violated or breached the terms of that certain option between Lessors and Intermountain Broadcasting and Television Corporation dated July 11, 1952 (or the grant of easement and right of way between the same parties dated July 11, 1952, or the easement and right of way between the same parties dated July 8, 1951, or the exercise of option and purported lease by letter of Intermountain Broadcasting and Television Corporation dated July 18, 1952), all of which said documents have been recorded in the office of the County Recorder of Salt Lake County, then and in any such event Lessee will defend, indemnify, save, and hold harmless the said Lessors, and each of them, from any and all such claims, demands, actions, rights of action, court costs, attorney's fees, or damages which may be brought or maintained against Lessors, or either of them, by the said Intermountain Broadcasting and Television Corporation arising from or in connection with the said agreements, or any of them; and, in this connection, Lessors undertake and agree to cooperate fully with Lessee in the defense of any such claims, suits, or actions and undertake and agree that Lessors and Lessee shall each have and be entitled to the selection of an attorney or attorneys to represent Lessors and that Lessee shall be entitled to assert on its

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behalf all defenses or claims of defense which may otherwise be available to Lessors, or either of them.

12. The parties hereto agree that, if any part of this Agreement of Lease shall for any reason be declared to be invalid or illegal, the remainder thereof shall continue in full force and effect and the full rental consideration shall be paid by the Lessee to the Lessors for such part of the said lease as shall remain valid and effective.

13. It is the intention of the parties hereto that the terms, conditions, and covenants of this Agreement of Lease shall be binding upon and obligate the heirs, executors, administrators, and assigns of the Lessors and shall inure to the benefit of the full successors of the Lessee.

14. In the event Lessee shall construct an extension of the existing roadway referred to in Paragraph 1 of this Agreement of Lease, Grantors reserve the right to use the said extension and to determine who may use the same in addition to Lessors, Lessee, and their servants and employees. If any persons, firms, or associations other than Lessors and Lessee, their servants and employees, use the said extension constructed by Lessee, they may be required by Lessee at its option to pay their proportionate cost of the construction and maintenance of said roadway as shall be determined by Lessee.

IN WITNESS WHEREOF we have hereunto set our hands at Salt Lake City, Utah, this 23<sup>rd</sup> day of February, 1954.

LESSORS:

William Parley Spratling  
William Parley Spratling

Amelia Daisy Spratling  
Amelia Daisy Spratling

LESSEE:

Utah Broadcasting and Television Corporation

By Frank C. Carman  
Frank C. Carman, President

STATE OF UTAH )  
 )SS.  
COUNTY OF SALT LAKE)

On the 24<sup>th</sup> day of February, 1954, personally appeared before me Parloy Spratling and Amelia Daisy Spratling, his wife, personally known to me to be the signers of the foregoing Agreement of Lease, who duly acknowledged to me that they executed the same.



D. D. Beato  
Notary Public in and for  
Salt Lake County, State of Utah

My commission expires:

Jan 20, 1958  
(Notary Seal)

STATE OF UTAH )  
 )SS.  
COUNTY OF SALT LAKE)

On the \_\_\_ day of February, 1954, personally appeared before me Frank C. Carman, who, being by me first duly sworn, did say that he is an officer, to wit, the President, of Utah Broadcasting and Television Corporation and that the foregoing Agreement of Lease was signed on behalf of said corporation by the said Frank C. Carman by authority of a resolution of its Board of Directors, and the said Frank C. Carman duly acknowledged to me that the said corporation executed the same.

Notary Public in and for  
Salt Lake County, State of Utah

My commission expires:

\_\_\_\_\_  
(Notary Seal)

VAN... ASHLEY  
SEP  
Rebecca Gray  
REBECCA GRAY

Att: Kate Lohrey EO 50 Main Suite 1600  
SLO, UT 84145  
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SALT LAKE COUNTY, UTAH