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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SURETY TITLE
BY: ZJM, DEPUTY - WI 10 P.

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**LEASE AGREEMENT TO OCCUPY PUBLIC PROPERTY AND CONSENT
TO ASSIGNMENT OF PERMIT** **RECORDED**

MAR 15 2001

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THIS LEASE AGREEMENT TO OCCUPY PUBLIC PROPERTY AND CONSENT TO ASSIGNMENT OF PERMIT is made and entered into as of CITY RECORDER by and between **SALT LAKE CITY CORPORATION**, a Utah municipal corporation, 451 South State, Rm. 245, Salt Lake City, Utah 84111, (the "City"), and **CRAIG ROBINSON, c/o BRIDGER DEVELOPMENT COMPANY**, 1411 4th Avenue, Suite 1325, Seattle, Washington 98101, (the "Lessee").

WITNESSETH:

WHEREAS, Lessee is the owner of certain real property located at 230 N. Spencer Ct.,

and 224 N. Canyon Side Rd., Salt Lake City Utah, further described as follows:

09-31-333-001

BEG N 89-54'56" W 51.5 FT FR NW COR LOT 3, BLK 70, PLAT D, SLC SUR; S 0-00'24" E 132 FT; N 89-54'56" W 123.75 FT; N 26 5'26" E 147.5 FT; S 89-54'56" E 57.71 FT to beginning

09-31-333-008

BEG N 0-00'24" W 33 FT & N 89-54'56" W 41.5 FT FR SW COR LOT 3, BLK 70, PLAT D, SLC SUR; N 0-00'24" W 99 FT; S 89-54'56" E 101.5 FT; S 0-00'24" E 99 FT; N 89-54'56" W 101.5 FT to beginning; and

WHEREAS, City is the owner of certain real property (the "Premises") adjoining or abutting the Lessee's property; and

WHEREAS, City by revocable permit allowed a prior property owner of Lessee's property to build garages and construct a parking lot on the Premises for the purposes of providing parking; and

WHEREAS, Lessee desires to continue said use of the Premises as described below; and

WHEREAS, City agrees to Lessee's use of the Premises for such purposes provided that Lessee complies with the mutual provisions and covenants contained herein.

NOW, THEREFORE, City and Lessee hereby agree as follows:

09-31-333-008
001

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1. **GRANT OF LEASE FOR USE:** City hereby leases to Lessee the Premises for the following purposes:

Exclusive use of the parking stalls located on the upper level parking lot and lower garage parking pads 18 parking stalls located at Spencer Court and 5th Avenue shown on Exhibit "A" attached hereto and by this reference made a part hereof

Such use is non-exclusive as described in Paragraph 9 and shall be subject to the terms and conditions stated hereinafter.

2. **DURATION OF LEASE:** City grants to Lessee the right to use the Premises for a period of ten (10) years from the date hereof, subject to the terms of this Agreement. During the useful life and operation of Premises as a parking lot, Lessee shall have the option to renew this Agreement on the terms and conditions provided herein for two (2) additional periods of ten (10) years by notifying City in writing of Lessee's intention to renew at a rental rate to be determined by City. Notwithstanding the foregoing, said increases shall not exceed 4% per year. The Agreement shall be renewed unless City reasonably determines its needs necessitate use of the Premises as provided for in Paragraph 13 contained herein.

3. **RENT:** As consideration for the use of the Premises and the privileges created herein, Lessee shall pay City, in advance, the sum of **One Thousand Eight Hundred and 00/100 Dollars (\$1,800.00)** for the initial term with the payment due and tendered concurrent herewith. Thereafter, rent shall be due annually on or before the anniversary date hereof (the "Due Date") during the term of the present Agreement or any renewals. Not less than 30 days before each successive Due Date, the City shall calculate and notify Lessee of the annual rental payment due on the next Due Date. Such rental payment shall be in the amount of the immediately preceding year's rental payment, adjusted by the percentage increase or decrease, if any, in the Consumer Price Index herein specified for the immediately preceding 12-month period ending the last day of January. The Consumer Price Index unit for this purpose shall be the "U.S. City Average Geographic Index" for the components, including "all items" as published for said month by the Bureau of Labor Statistics of the Federal government. If publications of said Consumer Price Index should cease, such annual percentage increase shall be determined by reference to such

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similar index as shall replace it, or as agreed upon in writing by the parties. Rental payments shall be made payable to Salt Lake City Corporation and sent to City's Treasurer, at 451 South State Street, Room 225, Salt Lake City, Utah 84111, unless notified of change of address in writing by City. A delinquency penalty charge of ten percent (10%) of the rental payment shall be assessed on any payment not received by City on the Due Date. Failure to pay the payment and penalty charges within 30 days of the Due Date shall constitute breach of this Agreement and constitute just cause for termination. The unpaid amount shall bear interest until paid at the rate of ten percent (10%) per annum, unless judgment is obtained in which case the interest rate thereafter shall be twelve (12%) percent per annum. During the term of this Agreement or any extensions thereof, Lessee shall not charge it's tenants more per parking stall than City is charging Lessee at any particular time.

4. **PLANS AND SPECIFICATIONS:** Lessee shall submit all plans and specifications to City for approval prior to doing any work that requires a permit on the Premises, and shall obtain all permits required, and comply with all applicable local and state laws, codes and regulations, in connection with such work. Lessee agrees to make any changes in the plans and/or specifications as requested by City. Lessee shall provide two copies of record drawings to City. Lessee assumes, at its sole expense, the responsibility to ensure that its activities do not disturb the surface use of the Premises or other subsurface uses of or in the public right-of-way.

5. **EXTENT OF WORK:** Lessee shall not erect or install any other structure, other than stated above, or make any other improvement on the Premises without the prior written consent of City. Lessee shall install and maintain said improvements at its sole expense.

6. **ACCESS CONTROL:** Unless otherwise agreed to in writing by City, Lessee shall maintain free passage for City and for City residents alongside the Premises and on the public way during any construction. Lessee also shall restore the surface and/or improvements of the Premises or public way disturbed hereunder and to repair any damage caused to the Premises or public way as a result of its use thereof.

7. **REMOVE IMPROVEMENTS:** After expiration of the term of this Agreement or renewal, or upon the termination for any reason, Lessee shall, at Lessee's sole expense and when requested in writing by City and within the time limits given by City, remove any improvements installed by Lessee on, over, or under the Premises and other public improvements. If required to remove said improvements, Lessee shall restore the surface, subsurface and related street improvements to their condition prior to Lessee's construction or installation of said improvements at Lessee's sole expense. After such notice by City, and Lessee's failure to do so pursuant thereto, Lessee shall pay City any and all costs of removing and/or restoring such improvements, including attorney's fees and costs of collection for purposes of this paragraph, "improvements" does not include the parking lot.

8. **REMOVAL OF GARAGES:** Lessee shall be responsible (at Lessee's cost) for the removal of the remaining garages and associated debris that currently exist on the Premises. Lessee shall have six (6) months from execution of this Agreement to remove said garages and debris. Lessee shall also use reasonable efforts to provide and maintain minimal landscaping adjacent to the Premises.

9. **REPAIR OF DAMAGE:** Lessee shall, upon written notice at its sole expense, repair any damage caused to the Premises, sidewalk and other public improvements as a result of Lessee's use thereof or the existence or removal of Lessee's improvements thereon.

10. **NONEXCLUSIVE NATURE - USE BY CITY:** Lessee's use of the Premises is subject to any and all existing rights-of-way of all public utilities of any and every description now located in, over or under the Premises. It is also subject to rights of entry for the purpose of maintaining, altering, repairing, rerouting, removing, or replacing the same. At all times the Premises is subject to any use City may desire, not inconsistent with Lessee's use. City shall not be liable to Lessee for any loss of use or damage to Lessee's improvements thereon.

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remove improvements from the Premises (**reference paragraph 7**). City shall not be liable for any loss; cost, expense or inconvenience suffered by Lessee as a result of such revocation and/or required restoration. Lessee shall pay to City any and all costs, including attorney's fees, for removing said improvements in the event Lessee fails to remove them as requested.

(c) Lessee may terminate this Lease Agreement upon removal of Lessee's improvements or the encroachment referred to in Paragraph 1 above from the Premises.

14. **INDEMNIFICATION**: Lessee shall indemnify, save harmless and defend City, its agents and employees, from and against all claims, liens, losses, demands, damages, actions, costs, expenses and charges of any and every kind, including attorney's fees, arising out of or by reason of Lessee's use of the Premises or any activities conducted thereon by Lessee, its agents, employees, invitees or trespassers. Notwithstanding the foregoing sentence, to the extent this Agreement is construed to be "relative to the construction, alteration, repair or maintenance of a building, structure, highway, appurtenance, appliance, or other improvement to real property" within the meaning of section 13-8-1 of the Utah Code Annotated 1953, as amended, Lessee shall not be obligated to indemnify City for any damages caused by or resulting from the fault of City or its agents or employees.

15. **COVENANT TO RUN WITH THE LESSEE'S REAL PROPERTY**: Lessee agrees that this Agreement may be recorded against Lessee's property and shall be binding upon and be a covenant running with Lessee's real property described on Page 1 above and shall be binding upon the heirs, executors, administrators, assigns, etc. of Lessee and upon the successors and assigns of City.

16. **ASSIGNMENT**: This Agreement may be assigned by either party, but only with the written consent of the other party, which consent shall not be unreasonable withheld.

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17. **RELEASE OF COVENANT:** On notice of termination or revocation hereof by either party, or when requested by City after the improvements have been removed, Lessee shall file a notice of termination and release of encumbrance, if requested in writing by City, with the Salt Lake County Recorder.

18. **DESIGNATED REPRESENTATIVE - NOTICE:** Any notice(s) required or permitted to be given pursuant to this Agreement may be personally served or may be served by certified mail, return receipt requested to the following addressees:

City:
Salt Lake City Corporation
c/o Property Management
451 South State St., Room 245
Salt Lake City, Utah 84111

Lessee:
Craig Robinson
c/o Bridger Development Company
1411 4th Avenue, Suite 1325
Seattle, Washington 98101

18. **CONSENT TO ASSIGNMENT:** On January 30, 1976, City granted to Farrell T. Wankier, Jr. and Deanna R. Wankier, as husband and wife, a revocable permit (the "Permit") to continue an encroachment of a house and garage constructed on the real property of City described as follows:

Garage:

Beginning at a point on the East side of the garage North 0°0'24" West along the West line of Block 70, Plat "D" Salt Lake City Survey, 330 feet, and North 89°54'56" West 55.9 feet from the Southwest corner of said Block 70, said beginning point being also North 89°54'56" West 55.9 feet from the Northwest corner of Lot 3 of said Block 70, and running thence North 89°54'86" West 17.90 ft. to the west side of said garage; thence North 0°0'24" West 8.86 feet more or less to the Northeast corner of said garage; thence South 0°0'24" East 8.53 feet more or less to the point of beginning.

Brick House:

Beginning at a point on the East side of a brick house North 0°0'24" West along the West line of Block 70, Plat "D" Salt Lake City Survey, 330 feet, and North 89°54'56" West 78.2 feet from the Southwest corner of said Block 70, said beginning point being also North 89°54'56" West 78.2 feet from the Northwest corner of Lot 3 of said Block 70, and running thence North 89°54'56" West 31.4 feet; thence South 26°35'26" West 8 feet, more or less, to the West side of said brick house; thence North along the West corner of said house; 8 feet , more or less, to the Northwest corner of said house; then South 89°54'56" East along the North side of said house 34.2 feet, more or less to the Northeast corner of said house; thence South 1.14 feet tot the point of beginning, (the "Permit Property")

The Permit stated that it was not assignable by either party. City acknowledges that Lessee intends to purchase the Permit Property, and hereby consents to the assignment of the Permit to Craig Robinson dba Bridger Development Company, notwithstanding the nonassignability provision of the Permit. This consent relates only to the assignment to Lessee, and no other assignments in the future may be made without the consent of City, which consent shall not be unreasonably withheld.

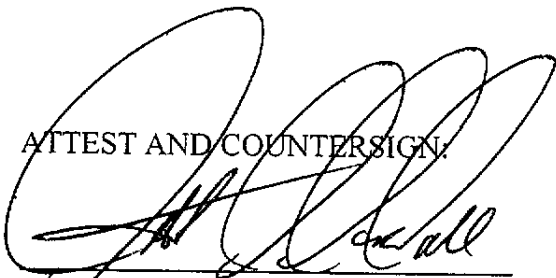
19. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES:
Lessee represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

20. **AMENDMENT:** This Agreement constitutes the entire agreement between the parties and shall not be modified or amended without the written approval of both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day herein first above written.

SALT LAKE CITY CORPORATION

By Steve L. Faulkner

ATTEST AND COUNTERSIGN:

CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM
Salt Lake City Attorney's office

Boyd Ferguson
dated 3-15-01

RECORDED
MAR 15 2001
CITY RECORDER



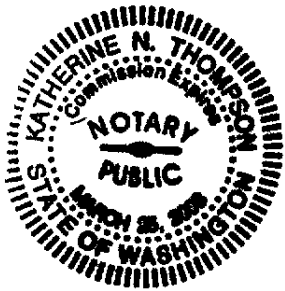
LESSEE: CRAIG ROBINSON dba
BRIDGER DEVELOPMENT COMPANY

By Craig Robinson

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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

The foregoing Lease Agreement to Occupy Public Property and Consent to Assignment of Permit was acknowledged before me this day of March by CRAIG ROBJNSON the President of Bridger Development Company.



Katherine N. Thompson
NOTARY PUBLIC, residing in
King County, Washington
EXP 3-25-03

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Part of Fifth Avenue East of Canyon Road Subdivision of Salt Lake City.

Beginning at a point that is the Southwest Corner of Lot 2, Block 71, Plat D, Salt Lake City Survey; thence South $89^{\circ}53'30''$ East 59.80 feet; thence South $00^{\circ}19'42''$ West 59.07 feet; thence North $89^{\circ}53'30''$ West 83.94 feet; thence North $00^{\circ}58'25''$ East 17.00 feet; thence North $89^{\circ}01'35''$ West 60.50 feet; thence North $00^{\circ}58'25''$ East 21.00 feet; thence South $89^{\circ}01'35''$ East 60.50 feet; thence North $00^{\circ}58'25''$ East 21.08 feet; thence South $89^{\circ}53'30''$ East 23.47 feet to the point of beginning.