

MEMORANDUM OF UNDERSTANDING AND LEASE AGREEMENT  
AFFECTING

SALT LAKE CITY CORPORATION  
AND  
THE CITY OF WEST JORDAN

RECORDED

NOV 28 1995

CITY RECORDER

THIS MEMORANDUM OF UNDERSTANDING AND LEASE AGREEMENT,  
effective November 1, 1995, involves and sets forth certain relationships between  
SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah,  
hereinafter "City," and THE CITY OF WEST JORDAN, a municipal corporation of  
the State of Utah, hereinafter "West Jordan."

WITNESSETH

WHEREAS, City owns and through its Airport Authority, hereinafter  
"Authority," operates Airport II, hereinafter "Airport," located in Salt Lake County;  
and,

WHEREAS, West Jordan desires to construct, operate, and maintain a  
regional soccer center on real property owned by the City and operated by the  
Authority and which is located immediately south of the Airport; and,

WHEREAS, City requires said real property for future Airport related  
development and consequently is agreeable to lease it on an interim basis to West  
Jordan under such terms and conditions as are hereinafter set forth.

NOW, THEREFORE, the parties hereby agree as follows:

## ARTICLE 1

### LEASED PROPERTY

- A. City hereby leases to West Jordan and West Jordan agrees to lease from City approximately 96.31 acres of real property, hereinafter "Leased Property" or "Leased Premises," as the same is set forth on Exhibit A, attached hereto and made part hereof.
- B. During the entire term of this Agreement, West Jordan agrees not to construct, maintain, or permit to exist any objects, buildings, or other structures which penetrate any FAA FAR Part 77 imaginary surface upon the Leased Property.
- C. The parties acknowledge that at the time of the execution of this Agreement, the Leased Property is vacant and unimproved. This Agreement and the obligations hereunder apply only to the Leased Property and the obligations hereunder have no applicability to adjacent real property owned by others and utilized similarly as part of the regional soccer center.

## ARTICLE 2

### TERM

- A. The initial term of this Agreement shall commence November 1, 1995, and shall expire at midnight on October 31, 2025, unless otherwise prior terminated by City.

- B. West Jordan shall have the option to lease the Leased Premises for an additional twenty (20) year term commencing November 1, 2025, at the City's sole discretion and at such terms and conditions as are mutually agreed on.
- C. At any time during the term of this Agreement, if the City adopts or modifies a Runway Protection Zone ("RPZ") pursuant to FAA regulations or standards, West Jordan agrees to release any portion of the Leased Property which falls within that modified RPZ. City agrees to provide West Jordan 180 days prior written notice of any such RPZ modification. West Jordan further agrees at its sole cost and expense to remove any buildings or other improvements within the RPZ as it falls within the Leased Premises which may have been completed prior to the adoption of the modified RPZ.

### ARTICLE 3

#### RENT AND FEES

West Jordan agrees to pay City the amount of One Dollar (\$1.00) per year as consideration for the Leased Property.

### ARTICLE 4

#### INDEMNITY

- A. West Jordan agrees to indemnify, save harmless and defend City, its agents and employees from and against all claims, mechanics liens, damage, demands, actions, costs, charges and other liabilities for

property damage or injury or death to persons, including attorney's fees, arising out of or alleged to arise on the Leased Premises or by reason of West Jordan's activities on the Leased Property, or other use of the Leased Property during the term of this Agreement, and from West Jordan's breach hereof.

- B. Notwithstanding the provisions of Paragraph A above, West Jordan shall not be liable for nor required to indemnify or defend City against claims arising out of those aeronautical accidents not involving a direct and physical connection between the aircraft and the activities conducted upon the Leased Premises. West Jordan will be liable and agrees to indemnify only if the activity on the ground directly and physically contacts the aircraft or physically interferes with the safe operation of the aircraft. Distraction of the pilot will not be the basis of liability on the part of West Jordan.
- C. The City assumes no responsibility for any damage or loss that may occur to West Jordan's property, except the obligation the City assumes that it will not willfully, intentionally, or negligently damage the property of West Jordan.

## ARTICLE 5

### USES AND PRIVILEGES

- A. The premises are leased for the construction, operation, and maintenance of a regional soccer center which will consist of

approximately twenty one (21) soccer play fields together with related parking areas, spectator areas, and ancillary improvements and for no other purpose. West Jordan will not knowingly allow or permit activities upon or within the Leased Property which will interfere with the use of the Airport and its aeronautical operations. City and West Jordan will have the right to enforce, in a reasonable and lawful manner, such prohibited activities by requiring the violator to immediately cease and desist such activity.

- B. West Jordan will not knowingly allow or permit activities upon or within the Leased Premises which will interfere with the use of the Airport and aeronautical operations including but not limited to:
1. Kite flying, radio-controlled models, launching or recovery of model airplanes;
  2. Golfing, driving of golf balls, archery or other similar activities;
  3. The installation of lakes, ponds, or other fixed bodies of water which will attract birds or other wildlife;
  4. The installation of lighting fixtures which would interfere with the Airport lighting system and/or the aircraft landing system, lighting or communication systems.

West Jordan shall install appropriate signage on the Leased Premises indicating that the activities described in this Paragraph B are prohibited upon the Leased Premises. West Jordan shall enforce, in a

reasonable and lawful manner, these prohibitions by requiring the offender to immediately cease and desist such activity.

- C. West Jordan, at its sole expense, shall construct the regional soccer center on the Leased Property and shall operate the same in accordance with this Lease Agreement. City shall have no responsibility to participate in the construction or maintenance costs of the regional soccer center or activities whatsoever.
- D. West Jordan shall have the right of ingress and egress from the Leased Property over and across City owned roadways serving the Airport for its employees, representatives, agents, patrons, guests, and suppliers, subject to such laws, ordinances, rules and regulations as now or may hereafter have application at the Airport. City hereby retains the right of ingress and egress over, through, and across the Leased Property at any time.
- E. West Jordan shall have no right to perform any activities not listed in this Article 5.

## ARTICLE 6

### NONDISCRIMINATION

- A. West Jordan, for itself, its heirs, personal representatives, successors in interest, and assignees, as a part of the consideration hereof, hereby covenants and agrees as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the

said property described in this agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, West Jordan shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

- B. West Jordan, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, hereby covenants and agrees as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that West Jordan shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

- C. In the event of a breach of any of the nondiscriminatory covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, as amended, the City shall have the right to terminate this Agreement and to re-enter and repossess the Leased Property and hold the same as if said Agreement had never been made or issued.
- D. West Jordan does hereby agree to include the above clauses in all subleases and cause sublessees to similarly include clauses in further subleases.
- E. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by Section 308 of the Federal Aviation Act of 1958, as amended.

#### ARTICLE 7

##### UTILITIES

All reasonable utility services required by West Jordan during the term of this Agreement for the Leased Property or facilities located thereon shall be provided by West Jordan.

#### ARTICLE 8

##### MAINTENANCE AND REPAIRS

- A. West Jordan shall maintain the entire Leased Property and every improvement thereon in good and neat appearance, repair and safe condition during the entire term hereof.



- B. West Jordan shall provide or cause to be provided a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Leased Property, of all trash, garbage, and other refuse caused as a result of the operations conducted on the Leased Property.

## ARTICLE 9

### TAXES AND LICENSES

West Jordan agrees to pay, on or before the last day on which payment therefor may be made without penalty, all nondiscriminatory taxes, assessments or charges which during the term hereof may become a lien or be levied by the State, County, City or other tax levying body on all personal property of West Jordan, upon all improvements made to the Leased Property by West Jordan in connection with issues and occupancy thereof, and upon the possessory interest, if any, of West Jordan in the Leased Property, which shall specifically include, but not by way of limitation, any taxes levied under Section 59-4-101 et seq, Utah Code Ann., 1953, as amended or its successor, if applicable.

## ARTICLE 10

### RULES AND REGULATIONS

In conducting its operations hereunder, West Jordan shall comply with all applicable Federal, State, County, and City laws, rules and regulations in its use of the Leased Property.

## ARTICLE 11

### INSURANCE

- A. West Jordan, at its own cost and expense, shall secure and maintain comprehensive third-party public liability insurance for injury to property and person to protect City herein from such claims and actions. Said insurance shall have limits of not less than \$1,000,000 combined single limit each occurrence.
- B. West Jordan City currently participates in the Utah Risk Management Mutual Association, a consortium of Utah municipalities which have, pursuant to interlocal agreement, established the Association which is a "public mutual" insurance company, licensed as such by the Utah Insurance Department. West Jordan's participation in the Association and the "public liability" insurance coverage thereunder is acceptable to the City. In the event West Jordan shall terminate its membership in the Association and shall not participate in a similarly-established public liability insurance program or shall become "self-insured", West Jordan shall procure a policy of insurance from an insurance company listed on the current Department of the Treasury Fiscal Services List 570 or having a general policy holders rating of not less than "A" in the most current available "Best's Insurance Reports," and be qualified to do business in the State of Utah.

- C. Certificates evidencing such insurance coverage shall be filed with City upon execution of this Agreement. Such certificates shall provide that such insurance coverage will not be canceled or reduced without at least thirty (30) days prior written notice to City. At least thirty (30) days prior to the expiration of any such policy, a certificate showing that such insurance coverage has been renewed shall be filed with City. If such insurance coverage is canceled or reduced, West Jordan shall within fifteen (15) days after receipt of written notice from City of such cancellation or reduction in coverage, file with City a certificate showing that the required insurance has been reinstated or provided through an insurance company or companies qualifying under Subparagraph B hereof.
- D. In the event that West Jordan shall at any time fail to furnish City the certificate or certificates required, City, upon written notice to West Jordan of its intention to do so, shall have the right to secure the required insurance, at the cost and expense of West Jordan, and West Jordan agrees to reimburse City promptly for the cost thereof and ten percent (10%) for cost of administration.
- E. All insurance policies shall name and certificates shall show the City as an insured.

## ARTICLE 12

### TERMINATION & DEFAULT

- A. This Agreement shall expire at the end of the full term hereof, unless sooner terminated as provided hereinafter.
- B. This Agreement may be terminated by the City in the event West Jordan shall:
  - 1. Make a voluntary or involuntary assignment contrary to Article 17 hereof.
  - 2. Abandon the Leased Property.
  - 3. Except for payment of rents and fees, be in default in the performance of any of the covenants and conditions required herein to be kept and performed by West Jordan, and such default continues for a period of thirty (30) days after receipt of written notice from City of said default. If the nature of the default is such that it cannot be cured within thirty (30) days, City in its sole judgment may determine to terminate this Agreement or permit a cure.
- C. In the case of any of the aforesaid events of termination, City may exercise the above right of termination by delivering a written notice of termination to West Jordan at the address set forth herein, and this Agreement shall terminate as of that date and time. Delivery may be by hand or by certified mail. Thereafter, City may take immediate

possession of the Leased Property and all improvements thereon and remove West Jordan's personal property. Any rental due hereunder shall be payable to said date of termination.

- D. It is agreed that failure to declare this Agreement terminated upon the default of West Jordan for any reasons set forth above shall not operate to bar or destroy the right of City to declare this Agreement null and void by reason of any subsequent violation of the terms of this Agreement.

### ARTICLE 13

#### ASSIGNMENT AND SUBLEASING

West Jordan shall not assign, transfer, sublease, pledge, hypothecate, surrender or otherwise encumber or dispose of this Agreement or any estate created by this Agreement, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the Leased Property without written consent of the City being first obtained, which consent, except for involuntary actions, shall not be unreasonably withheld.

### ARTICLE 14

#### REMOVAL OF PERSONAL PROPERTY

- A. Title to personal property shall at all times remain in West Jordan, and West Jordan shall have the right at any time to remove any or all personal property of every kind and nature whatsoever which West Jordan may have placed or installed upon the Leased Property. Any and all fixtures, tools, devices, appliances, furniture, pictures, furnishings,

equipment, and supplies, of every kind and nature, heretofore or hereafter placed or installed by West Jordan on the Leased Property, as between City and West Jordan, shall be and remain the personal property of West Jordan, notwithstanding the same are or may be attached or affixed to the floors, ceilings, or any other parts of any buildings or structures on the Leased Property. West Jordan shall have said right to remove same provided that, upon any such removal, West Jordan shall repair, at its own expense, any damage resulting therefrom and leave the Leased Property in a clean and neat condition, with all improvements in place.

- B. West Jordan at its sole cost and expense, shall remove all personal property from the Leased Property prior to termination of this Agreement. City shall be entitled to remove all personal property from the Leased Property if West Jordan fails to remove said personal property, and City shall store such property at West Jordan's expense, plus 30% of the removal and storage expense and cost of administration.

## ARTICLE 15

### INSPECTION OF LEASED Property

City, its agents, or employees may enter upon the Leased Property, at any and all reasonable times during the term hereof for the purpose of determining whether or not West Jordan is complying with the terms and conditions hereof or for any other purpose incidental to rights of City. If West Jordan is in violation of any of the covenants of this Agreement and fails to correct said violations as provided herein, the

City may elect, in lieu of cancellation, to provide that the necessary action be taken at the cost and expense of West Jordan, and West Jordan agrees to reimburse City promptly for the cost thereof together with ten percent (10%) for the cost of administration.

## ARTICLE 16

### FORCE MAJEURE

Any prevention, delay, or stoppage of performance of West Jordan's or City's obligations hereunder due to acts of God, governmental restrictions, governmental controls, governmental regulations, enemy or hostile government action, civil commotion, fire or other casualty, or any other causes beyond the reasonable control of either shall not be deemed to be a breach of this agreement or a violation of or failure to perform any covenants hereof, and either shall have a reasonable time after cessation of any of such causes within which to render performance delayed thereby.

## ARTICLE 17

### SPONSOR'S ASSURANCES

This Agreement shall be subordinate to the provisions of any existing or future agreements between City and the United States Government, and any applicable Federal laws or regulations relative to the operation, security or maintenance of the Airport, the execution of or compliance with which is, or will be required as a condition precedent to the granting of Federal funds for the development of the Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States at other civil air carrier airports receiving Federal funds

and provided that City agrees to give West Jordan written notice in advance of the execution of such agreements of any provisions which will modify the terms of this Agreement.

#### ARTICLE 18

##### QUIET ENJOYMENT

City represents that the Leased Property is zoned to permit the uses provided for in this Agreement. City represents that it has a marketable title and unencumbered fee interest to the Leased Property. City will defend West Jordan's right to quiet enjoyment of the Leased Property from the claims of third persons.

#### ARTICLE 19

##### RIGHT OF FLIGHT

West Jordan understands and agrees that City reserves the right of flight for the passage of aircraft above the surface of the Leased Property hereunder in accordance with Federal Aviation Administration criteria, and such right of flight shall include the right to cause in such airspace such noises as may be inherent to the operation of aircraft now known or hereafter used for navigation of or flight in the air; and that City reserves the right to use said airspace for landing at, taking off from or operating aircraft on or over said Airport.

#### ARTICLE 20

##### REDELIVERY OF LEASED PROPERTY

West Jordan shall, upon termination of this Agreement quit and deliver up the Leased Property to City peaceably, quietly, and in as good order and condition as the



same now are or may hereafter be improved by West Jordan or City, reasonable use, wear, tear and deterioration excepted.

#### ARTICLE 21

##### HOLDING OVER

In the event West Jordan remains in possession of the Leased Property after the expiration of this Agreement without any written renewal thereof, such holding over shall not be deemed as a renewal or extension of this Agreement but shall create only a tenancy at will from month to month, which may be terminated at any time by City giving thirty (30) days prior written notice of termination.

#### ARTICLE 22

##### THIRD PARTIES

This Agreement does not and shall not be deemed or construed to confer upon or grant to any third party or parties any rights to claim damages or to bring any suit, action or other proceeding against the City because of any breach hereof or because of any of the terms, covenants, agreements or conditions herein contained.

#### ARTICLE 23

##### AGREEMENT MADE IN UTAH

This Agreement has been made in, shall be construed in accordance with and enforced under the laws of the State of Utah.

## ARTICLE 24

### SUCCESSORS

This Agreement shall bind and inure to the benefit of any successor of City and any successor, assignee, or sublessee of West Jordan.

## ARTICLE 25

### HEADINGS

The Article headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

## ARTICLE 26

### NON-WAIVER

Any waiver of any breach of covenants herein contained to be kept and performed by West Jordan shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture or termination for any succeeding breach either of the same condition or covenant or otherwise.

## ARTICLE 27

### TIME OF ESSENCE

Time is of the essence of this Agreement.

## ARTICLE 28

### NOTICES

Notices to City provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Executive Director - Salt Lake City Airport Authority  
Salt Lake City International Airport  
AMF Box 22084  
Salt Lake City, Utah 84122

and

Manager, Denver ADO  
5440 Roslyn, Suite 300  
Denver, Colorado 80216

and notices to West Jordan, if sent by certified mail, postage prepaid, addressed to:

West Jordan City Manager  
8000 S. Redwood Road  
West Jordan, Utah 84088

or at such other addresses as the parties may designate to each other in writing from time to time.

## ARTICLE 29

### ASSIGNMENT

This Agreement cannot be assigned by either party without the prior written consent of the other.

## ARTICLE 30

### ENTIRE AGREEMENT AND ALTERATIONS

- A. This Agreement supersedes and revokes all previous negotiations, arrangements, letters of intent, offers to lease, lease proposals, brochures, representations, and information conveyed, whether oral or in writing, between the parties hereto or their respective representatives or any other person purporting to represent the City or West Jordan. West

Jordan acknowledges that it has not been induced to enter into this Agreement by any representations not set forth in this Agreement, it has not relied on any such representation or construction of this Agreement, and the City shall have no liability for any consequences arising as a result of any such Representations.

- B. No alteration, amendment, change or addition to this Agreement shall be binding upon the City or West Jordan unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

RECORDED

NOV 28 1995

CITY RECORDER

SALT LAKE CITY CORPORATION

EXECUTIVE DIRECTOR

SALT LAKE CITY AIRPORT AUTHORITY

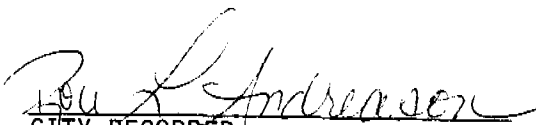
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CHIEF DEPUTY CITY RECORDER

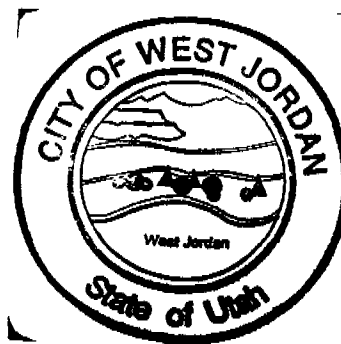


THE CITY OF WEST JORDAN, UTAH

ATTEST:

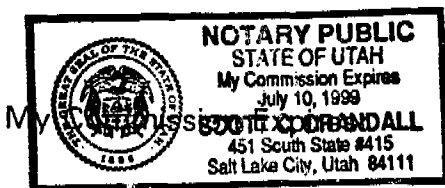
  
CITY RECORDER

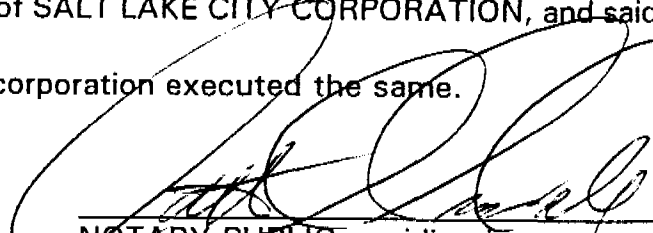
MAX R. HOGAN, MAYOR



STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On NOV 28 1995, personally appeared before me LOUIS E. MILLER and  
S. R. Kivett, who being by me duly sworn, did say that they  
are the EXECUTIVE DIRECTOR, SALT LAKE CITY AIRPORT AUTHORITY and CHIEF  
DEPUTY CITY RECORDER, respectively, of SALT LAKE CITY CORPORATION, and said  
persons acknowledged to me that said corporation executed the same.




  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

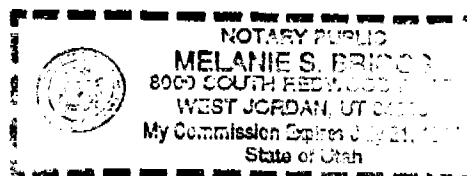
STATE OF UTAH )  
 : ss  
COUNTY OF SALT LAKE )

On October 26, 1995, personally appeared before me  
Max R. Hogan, who being by me duly sworn did say  
that (s)he is the Mayor of the City of West Jordan, Utah, a  
municipal corporation of the State of Utah, and that the foregoing instrument was  
signed in behalf of said corporation by authority of a resolution (or bylaws) of its Board  
of Directors; and said persons acknowledged to me that said corporation executed the  
same.

My Commission Expires:

July 21, 1997

 Salt Lake County  
NOTARY PUBLIC, residing in



Butterfly Highway

AREA 2

4.47 AC.

RPZ

West Jordan

Water Tank Site

4000 West Street

AREA 1  
29.33 AC

State Road Comm

EXHIBIT A

PART OF AREA 3

IN THE NE1/4 SEC.31

July 28, 1999

Rory Andreason  
West Jordan City – Records Office  
8000 South Redwood Road  
West Jordan, Utah 84088

RE: Lease Agreement – Soccer Complex

Dear Rory:

As you requested, enclosed please find a copy of the lease agreement between Salt Lake City Corporation and West Jordan City. If you have any questions or require additional information, please don't hesitate to contact me at 575-2894.

Sincerely,



Lorraine Carlton  
Property & Contract Specialist