**STATE OF UTAH**

 **DEPARTMENT OF ADMINISTRATIVE SERVICES**

 **DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT**

**LEASE AGREEMENT**

**Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**THIS LEASE AGREEMENT** is made and entered into by and between **NORTH TOOELE FIRE DISTRICT,** hereinafter called “LANDLORD,” and the **STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT,** hereinafter called “TENANT,” for and in behalf of the Department of Environmental Quality, Division of Air Quality.

 **W I T N E S S E T H**

**WHEREAS,** TENANT has requested outdoor space for the placement of an Air Monitoring Station, approximately Twenty-four (24) foot by Thirty (30) foot enclosed space on the grounds of the North Tooele Fire District Fire Station in Erda, located at 2163 Erda Way, Erda, UT 84074; and,

**WHEREAS,** LANDLORD agrees to allow TENANT to utilize the outdoor space on the grounds of the location indicated above.

**NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:**

**SECTION 1. LEASED PREMISES**

* 1. LANDLORD does hereby grant use of a space approximately twenty-four (24) feet by thirty (30) feet to TENANT for the placement of an Air Monitoring Station owned by TENANT, located in the south side of the asphalt parking lot on the south-west side of the property, Erda, Utah, as shown on Exhibit A, attached hereto and made a part hereof.

**SECTION 2. TERM OF LEASE**

* 1. The initial term of this Lease Agreement shall be for a period of five (5) years which term shall commence on October 1, 2022, and shall expire on September 30, 2027. This Lease may be terminated by either party upon ninety (90) days prior written notice to the other party.

**SECTION 3. OPTION TO RENEW**

* 1. This Use Agreement may be renewed, upon agreement of both parties, at the expiration of the term as indicated in Section 2 and according to terms similar to those contained herein.

**SECTION 4. CONSIDERATION**

4.1 LANDLORD is hereby sharing the space herein described with TENANT at no cost because the information collected is of value to the citizens of Erda, Tooele County, and the State of Utah.

**SECTION 5. REPRESENTATIONS**

5.1 LANDLORD represents that it is the lawful owner of the Leased Premises and that it has the right to lease the same as herein provided and does hereby guarantee quiet and peaceable enjoyment of the Leased Premises to TENANT.

**SECTION 6. TENANT IMPROVEMENTS**

6.1 TENANT shall install a concrete pad to place the Air Monitoring Station on, and shall run utility and phone lines as necessary to the Air Monitoring Station. TENANT shall place fencing around the Air Monitoring Station and also install an access gate through the fence to allow maintenance access from the road, which gate will remain locked at all times when not in use. TENANT shall not make any other improvements, additions, or alterations to the Leased Premises without having first obtained written approval from LANDLORD.

**SECTION 7. UTILITIES AND EXPENSES**

7.1 TENANT agrees to pay for all utilities and other operating and maintenance expenses associated with the Premises during the term hereof and other expenses incurred by its occupancy.

**SECTION 8. REPAIR AND MAINTENANCE**

8.1 All repairs and maintenance of the Premises shall be made at the sole cost and expense of TENANT.

**SECTION 9. USE OF PREMISES**

9.1 TENANT shall use and occupy the Premises for an air monitoring station for the Department of Environmental Quality, Division of Air Quality, of the State of Utah. TENANT shall not, at any time, use, occupy, or permit the Premises to be used or occupied in any manner which would in any way violate the Use Agreement or permit the Premises to be used or occupied in whole or in part in a manner which may violate the laws, orders, ordinances, rules, regulations, or requirements of any department of federal or state governments.

**SECTION 10. PERSONAL PROPERTY & FIXTURES**

10.1 All personal property and fixtures placed in or upon the Leased Premises by TENANT shall not become part of the Leased Premises and TENANT shall be privileged to remove the same at the termination or expiration of the Lease Agreement.

**SECTION 11. TERMINATION & SURRENDER OF LEASED PREMISES**

11.1 TENANT agrees to quit and surrender peaceable possession of the Leased Premises to LANDLORD when this Lease Agreement is terminated. Upon termination of this Lease Agreement TENANT shall deliver the Leased Premises to LANDLORD in good condition.

**SECTION 12. MANNER OF GIVING NOTICE**

12.1 Any notice to be given by either party to the other pursuant to the provisions of this Lease or of any law, present or future, shall be in writing and delivered personally to the party to whom notice is to be given, or by certified mail, return receipt requested, addressed to the party for whom notice is intended at the address stated below or such other address as it may have designated in writing. Notice shall be deemed to have been duly given, if delivered personally, upon receipt thereof, and if mailed, upon the third day after mailing thereof.

**If to Tenant: If to Landlord:**

Division of Facilities North Tooele Fire District

Construction and Management Kevin Nunn, Fire Chief

Attention: Real Estate Manager 179 Country Club

4315 South 2700 West, 3rd Floor Stansbury Park, UT 84074

Taylorsville, Utah 84129 Phone: 435-882-6730

**With a Copy to:**

 Division of Air Quality

 Attention: Manager, Air Monitoring Section

 1950 West North Temple

Salt Lake City, Utah 84119

**SECTION 13. GOVERNING LAW**

13.1 This Lease shall be governed and construed in accordance with the laws of the State of Utah, without giving effect to the choice of law provisions hereof.

**IN WITNESS WHEREOF**, the parties hereto sign and cause this Lease to be executed.

STATE OF UTAH NORTH TOOELE FIRE DISTRICT

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Lee Fairbourn Date Rick Pollock Date

Real Estate Manager Board of Trustees Chair

Division of Facilities

Construction and Management

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Brad T. Johnson Date

Deputy Director

Department of Environmental Quality

Processed by:

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Utah Division of Finance