

State of Utah  
 Department of Natural Resources  
 Division of Wildlife Resources

Contract No.
191461
Amend No.

**PAYABLE CONTRACT INFORMATION**

*COM-96119*

Date 2/21/2019

Vendor No. 52664J

Vendor Richfield City Corporation

Address PO Box 250

City Richfield State UT Zip 84701-0250

**BRIEF DESCRIPTION OF WORK**

This agreement allows the DWR to lease property from Richfield City for five years at a total cost of \$15,000 paid in five (5) annual payments of \$3000. This property will be managed for upland game and waterfowl habitat and to regulate free public access for recreation hunting, trapping and fishing.

Payable	<input checked="" type="checkbox"/>
MOU	<input type="checkbox"/>
Land Acquisition	<input type="checkbox"/>
Easment/Right of Way	<input type="checkbox"/>

**PURCHASING DOCUMENT NUMBERS (RQM, RQS, Grant)**

	Date Acquired

Effective Date 07/01/2019

Expiration Date 07/01/2024

Total Amount to be Paid:	
Description	Amount
Annual \$3000 payments (July 1st)	\$15,000.00
<b>TOTAL</b>	<b>\$15,000.00</b>

Does this involve federal funds? Yes No

Is this a new Project number Yes No

**A budget change form will need to be submitted with all contracts, including amendments.**

Unit	Appr	Activity	Function	Program	Object	Amount	SLO Use
5640	RFF	XEHD		Current FY Program	6161	\$15,000.00	
<b>TOTAL</b>						<b>\$15,000.00</b>	

Contract Monitor: Kendall Bagley

Regional Supervisor Approval: [Signature]

Budget Approval: [Signature]

## LEASE AGREEMENT

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THIS AGREEMENT made and entered into as of this 1 day of July, 2019, by and between:

RICHFIELD CITY, a municipal corporation of the STATE OF UTAH, hereinafter referred to as "LESSOR",

AND

UTAH DIVISION OF WILDLIFE RESOURCES, an agency of the STATE OF UTAH, hereinafter referred to as "LESSEE".

### WITNESSETH:

For and in consideration of the mutual promises and covenants contained herein, LESSOR and LESSEE herein agree to the lease of the real property described herein and upon the terms and conditions as set forth herein.

1. LEASED PROPERTY. LESSOR hereby leases to LESSEE the following described real property and irrigation water located in Sevier County, State of Utah, consisting of the following:

Beginning 6 chains West and 1.25 chains South of the Northeast Corner of the Southwest Quarter of the Southwest Quarter of Section 28, Township 23 South, Range 2 West, Salt Lake Base and Meridian and running thence North 1.25 chains; thence North 18° East 4.60 chains to the Sevier River; thence Southeasterly and Southwesterly along said river to beginning. SN 4-217-4

Beginning 13 chains South of the Northeast Corner of Section 32, Township 23 South, Range 2 West, Salt Lake Base and Meridian and running thence North 13 chains; thence West 20 chains; thence South 16.50 chains; thence Northeasterly along river to beginning. LESS river and county road. SN 4-228-18

Beginning at the Northwest Corner of Section 33, Township 23 South, Range 2 West, Salt Lake Base and Meridian and running thence East 10.30 chains; thence Southwesterly along river to a point 13 chains South of the Northwest Corner; thence North 13 chains to beginning. LESS river. SN 4-229-10

Beginning at the Southwest Corner of Section 28, Township 23 South, Range 2 West, Salt Lake Base and Meridian and running thence East 10.50 chains to the Sevier River; thence North to a point 6 chains West and 1.25 chains South of the Northeast Corner of the Southwest Quarter of the Southwest Quarter; thence North 1.25 chains; thence North 18° East 4.60 chains to said river; thence Northeasterly along river to a point 13 chains North and 4.20 chains East of the Northeast Corner of the Southwest Quarter of the Southwest Quarter; thence North 7 chains; thence West 4.50 chains to the Southeast Corner of the Southwest Quarter of the Northwest Quarter of Section 28; thence Northwesterly along river 130 feet; thence North 21°53' West along river 250 feet; thence North 5°01' West along river 25 feet; thence West 12.74 chains; thence South 6 chains; thence West .38 of a chain; thence South 19.10 chains; thence West 6.70 chains; thence South 20 chains to beginning. ALSO: Beginning 16.01 chains East and 5.10 chains North of the Northwest Corner of the Southwest Quarter of said Section 28; thence North 307 feet, more or less to the Southerly boundary line of State Highway right-of-way; thence Easterly along same 15 feet, more or less, to the Westerly line of the Sevier River; thence Southerly along same to a place due East of beginning; thence West 42 feet to beginning. LESS river. SN 4-217-5

The Southeast Quarter of the Southeast Quarter of Section 29, Township 23 South, Range 2 West, Salt Lake Base and Meridian. LESS county road. SN 4-219-1

An easement for access and utility installation and maintenance being 16.5 feet wide along and adjacent to the West line of the following described tract: Beginning at a point on the Southerly right-of-way line of State Highway No.119, which is 8.77 chains East of the West line of the Northwest Quarter of Section 28, Township 23 South, Range 2 West, Salt Lake Base and Meridian; running thence South 272 feet; thence West 111 feet, more or less, to a point 7.08 chains East of the West line of the aforesaid Northwest Quarter of Section 28; thence North to the South line of State Highway No. 119; thence North 86° East 112 feet, more or less, to the point of beginning. As conveyed to Peterson Oil Company, Inc., a Utah corporation from Robert K. Seegmiller and Phyllis P. Seegmiller by Warranty Deed dated September 1, 1982 and recorded September 2, 1982 at 10:20 in Book 176, Page 70, records of the Sevier County Recorder

The above-described property is approximately depicted in Exhibit A and is hereinafter referred to as the "Leased Property."

2. **PROPERTY USE.** This Lease authorizes LESSEE to use and manage the Leased Property as upland game and waterfowl habitat and to regulate free public access thereon for recreational hunting, trapping, and fishing.

3. **TERM OF LEASE.** The term of this Lease shall be for five (5) years. It shall be renewable for an additional five (5) year term, subject to an agreement by the parties on lease rentals during renewal term. Upon expiration of this Lease or any renewal thereof, or upon its termination pursuant to Paragraph 4, the Leased Property and any improvements constructed thereon by LESSEE shall be returned to LESSOR in a condition comparable to that which existed on the effective date of this Lease, excepting reasonable wear and tear.

4. **TERMINATION AND DEFAULT.** This Lease may be terminated by LESSEE, with or without cause, upon 90 days prior notice to LESSOR. This Lease may be terminated by LESSOR upon: i) LESSEE's failure to pay lease rentals or otherwise comply with the terms of this agreement; ii) providing LESSEE written notice of default; and iii) LESSEE's failure to cure the default within 30 days from such notice.

5. **LEASE RENTALS.** The rental for the Leased Property shall be Three Thousand Dollars (\$3,000.00) a year, the first installment payable to LESSOR upon execution of this agreement and thereafter, on July 1st of each year.

6. **REAL PROPERTY TAXES AND WATER ASSESSMENTS.** LESSOR shall be responsible for all taxes and water assessments with respect to the Leased Property during the term of this Lease.

7. **AGRICULTURAL AND HABITAT ACTIVITIES.** LESSEE agrees to maintain the property in good order and repair. LESSEE may actively manage the Leased Property for the benefit of upland game, waterfowl and public recreational access -- including the right to control weeds and undesirable growth, cultivate vegetation and agricultural crops beneficial to wildlife, apply irrigation water, utilize livestock grazing, release pen-reared upland game birds, and otherwise operate and maintain the property in a fashion beneficial to wildlife and recreational hunting, trapping and fishing access.

8. **FENCE AND STRUCTURE MAINTENANCE.** LESSEE agrees to repair or replace any fence or structure on the Leased Property that is damaged by LESSEE or its invitees. No fence or structure located upon the Leased Property shall be removed or altered without the prior written consent of LESSOR. All improvements and alterations to fences and structures voluntarily undertaken by LESSEE during the term of this Lease shall be at LESSEE's expense and shall become LESSOR's sole property and remain on the Leased Property following expiration or termination of this Lease.

9. **INSPECTION OF PROPERTY.** LESSOR or its representatives may enter upon or across the Leased Property at any reasonable time for purposes of inspection and access. Such uses, however, shall not interfere with LESSEE's operations or use of the property.

10. **SUB-LEASES.** LESSEE shall not sub-let the Leased Property or any portion thereof to any third person without the express prior written consent of the LESSOR.

11. **SUCCESSORS.** This agreement shall bind and apply to the heirs, assigns and personal representatives of the respective parties hereto.

12. **LIABILITY.** Inasmuch as this Lease grants LESSEE the right to provide free public access to the Leased Property for recreational hunting, fishing, and trapping, it is the intent of the parties that LESSOR receive the landowner liability protections offered under Utah Code § 57-14-203.

13. **AMENDMENT.** This Lease may be amended from time to time as need may arise, provided all such amendments are in writing and agreed to by both Parties.

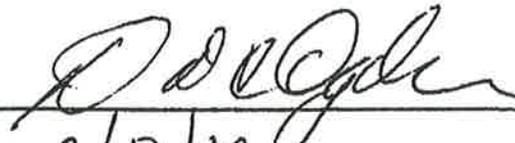
14. **EFFECTIVE DATE.** The effective date of this Lease will be the date it is signed by all parties.

15. **ENTIRE AGREEMENT.** This Lease contains the entire agreement and understanding between the Parties, and there are no representations, understandings or agreements, oral or written, expressed or implied, that are not included herein.

16. **THIRD PARTY INTERESTS.** Nothing herein shall be construed as creating third party beneficiary rights vested in the public, individually or as a body, or in any other person or entity not a party to the Lease or a successor in interest to a party.

IN WITNESS HEREOF, the parties hereto have executed this agreement on the day and year first above stated.

RICHFIELD CITY, a municipal corporation

By:   
Date: 2/12/19

ACTING DIRECTOR

By:

Michael S. Lutz  
Michal Fowlks, Director  
Utah Division of Wildlife Resources

Date:

2/27/19

By:

Sarah Scott  
Sarah Scott, Budget and Accounting  
Utah Division of Wildlife Resources

Date:

2/27/2019

RECEIVED AND PROCESSED  
BY DIVISION OF FINANCE

2/28/19