

UTAH TRANSIT AUTHORITY



UTAH TRANSIT AUTHORITY (UTA)

LAND USE LEASE AGREEMENT

This Land Use Lease Agreement (“Agreement”) is entered into as of _____, day of _____, 2025 (“Effective Date”), by and between Eagle Mountain City (“Eagle Mountain”), a municipal corporation, and Utah Transit Authority (“UTA”), a large public transit district.

RECITALS

- A. **WHEREAS** Eagle Mountain owns and has jurisdiction over certain lands within its municipal boundaries.
- B. **WHEREAS** UTA is engaged in a project (“the Project”) to design, construct, and operate a park and ride and a bus service route on Pony Express Parkway that will follow a route through the City of Saratoga Springs (Saratoga Springs) and Eagle Mountain City (Eagle Mountain), which will serve the residents of Saratoga Springs and Eagle Mountain within Utah County.
- C. **WHEREAS** The parties desire to enter into this Agreement to (i) provide UTA with the right to construct and operate a park and ride in the northwest quadrant of the intersection of Pony Express Parkway and Rock Creek Road, (ii) allow UTA to operate a bus service route on Pony Express Parkway through the City, and (iii) to define the parties’ roles and responsibilities with respect to the design and construction of the Project.

AGREEMENT

In consideration of the promises contained herein, the parties agree as follows:

1. **Definitions.**

“*UTA Facilities*” means the park and ride in the northwest quadrant of the intersection of Pony Express Parkway and Rock Creek Road in Eagle Mountain, as more particularly described in Exhibit A. UTA Facilities shall not include any Eagle Mountain Streets or portion thereof or any Eagle Mountain Street Improvements.

“*Eagle Mountain Streets*” means those public streets within Eagle Mountain’s municipal boundaries that are not designated as State highways under Utah Code Ann. Title 72, Chapter 4.

“*Eagle Mountain Street Improvements*” means the land, roadway materials, curb, gutter, sidewalks, and other improvements to be acquired, installed, constructed, reconstructed, or relocated on Eagle Mountain Streets as part of the Project, and which are not considered UTA Facilities. The Eagle Mountain Street Improvements include a new East and West-bound bus stop, a signalized HAWK pedestrian crossing, and a detention pond area.

2. Lease of Eagle Mountain land for UTA Facilities.

- (a) Eagle Mountain leases to UTA a portion of Eagle Mountain's land parcel ID: 58:034:0424 (collectively referred to as the "Leased Premises") as shown in Exhibit A.
- (b) The general description of the area leased to UTA for UTA Facilities is based on the preliminary design drawings dated June 24, 2024. The final, precise locations and boundaries of the area leased to UTA for UTA Facilities will be as shown on the final design drawings, complete copies of which shall be furnished by UTA to Eagle Mountain. Following completion of the Project, the parties will execute an addendum to this Agreement adopting the final design drawings as the documents defining the Leased Premises.
- (c) The lease described above is valued at \$500,000. Eagle Mountain is donating the rights set forth in this Agreement to UTA at no cost, as an in-kind contribution to the Project.
- (d) Notwithstanding the use of the term "lease" in this Agreement, the parties do not intend that UTA be deemed a "tenant" pursuant to Utah Code Ann. § 78B-6-801 *et seq.* Rather, the parties intend that the parties' rights and remedies under this Agreement be determined solely by the express terms of this Agreement.

3. Term.

- (a) The rights set forth above are for an initial term of fifty (50) years from the Effective Date. One year prior to the end of the initial term, UTA shall provide written notice to Eagle Mountain inviting it to propose amendments to the terms of this Agreement to address changed circumstances. So long as the parties agree to those proposed amendments, or agree in writing that no amendments are warranted, this Agreement will renew for an additional twenty-five (25) year term. Notwithstanding the foregoing, either party may terminate this Agreement upon expiration of the fifty (50) year term or twenty-five (25) year renewal term by providing written notice to the other party.
- (b) Eagle Mountain may terminate this Agreement prior to the expiration of the then-current term if (i) UTA permanently terminates or abandons transit service on the Leased Premises, (ii) UTA does not provide transit service on the Leased Premises for a period of one year subsequent to its commencement of bus service, except when due to a force majeure event, in which case such one year period shall be tolled for the duration of the force majeure event and any time necessary to reconstruct UTA Facilities, so long as UTA is engaged in good faith efforts to reconstruct the UTA Facilities, or (iii) UTA commits a material, continuing breach of this Agreement that subjects Eagle Mountain to irreparable harm for which monetary damages are inadequate compensation.

UTAH TRANSIT AUTHORITY

- (c) Prior to terminating the Agreement, Eagle Mountain shall provide UTA with written notice of its intent to terminate and its basis for doing so. If UTA does not recommence transit service or cure the breach, as applicable, within six (6) months from the date of Eagle Mountain's notice, the rights granted in this Agreement will terminate and UTA shall, upon Eagle Mountain's request, remove all UTA Facilities within six (6) months of said termination.
4. **Ownership of Improvements.** Eagle Mountain will have no ownership interest in the UTA Facilities, except if the lease terminates and, Eagle Mountain and UTA choose for the UTA Facilities to remain as governed under section 3(c) of this agreement, in which case Eagle Mountain will have full ownership and all rights associated with any former UTA Facilities remaining on the property.
 5. **Operations.** UTA shall design, construct, and control the UTA Facilities, and all improvements required by Eagle Mountain, including roadway frontage improvements and landscape. UTA shall provide regular service to the public in accordance with applicable Federal and State law and UTA's policies and plans.
 6. **Maintenance.** UTA shall be responsible for all routine and long-term maintenance of the UTA Facilities, including landscaping and snow removal. The parties shall exchange routine and emergency contact information and keep such information current.
 7. **Indemnification.** UTA shall use the Leased Premises at its own risk and agrees to indemnify, defend, and hold harmless Eagle Mountain and Eagle Mountain's officers, officials, employees, and representatives for, from, and against all liabilities, claims, damages, losses, suits, judgments, causes of action and costs (including court costs and attorney's fees), of any nature, kind or description ("Losses") resulting from (a) negligence or fault on the part of UTA or any employees, officials, agents or contractors of UTA related to the UTA Facilities within the Leased Premises; and (b) negligence or fault on the part of UTA or any employees, officials, agents or contractors of UTA in the use or operation of the UTA Facilities within the Leased Premises, or (c) UTA's breach of any provision of this Agreement. In the event any Losses are caused by the joint or concurrent negligence of UTA and Eagle Mountain, UTA shall indemnify Eagle Mountain only in proportion to UTA's own negligence and/or fault. Notwithstanding the foregoing, it is agreed that UTA's obligation to indemnify hereunder is limited to the dollar amounts set forth in the Governmental Immunity Act of Utah (63G-7-101 et. seq. of the Utah Code, as amended) and, to the extent the Act covers such claims, nothing herein shall be deemed to be a waiver of the defenses and provisions provided UTA pursuant to the Governmental Immunity Act.
 8. **Amendment.** This Agreement may be modified or amended only by a written instrument executed by the parties and/or all their successors, as applicable.



UTAH TRANSIT AUTHORITY

9. **Governing Law.** This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of Utah.
10. **Non-Waiver.** No covenant or condition of this Agreement may be waived by any party unless done so in writing. Forbearance or indulgence by any party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other.
11. **Severability.** If any provision of this Agreement is held to be illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.
12. **Binding Agreement.** This Agreement is binding upon all the assigns, grantees, and successors in interest to each of the parties and shall remain in full force and effect until amended as provided herein.
13. **No Third-Party Beneficiaries.** The parties intend that there be no third-party beneficiaries to this Agreement.
14. **Further Assurances.** The parties shall execute such other documents and take such other actions as may be reasonably necessary or proper to achieve the intent and purposes hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written as Effective Date.

APPROVED AS TO FORM:

UTAH TRANSIT AUTHORITY

Signed by:
By: Tim Merrill 8/8/2025
Timothy C. Merrill, Assistant Attorney General

By: _____
Jay Fox, Executive Director

By: _____
Jared Scarbrough, Acting Chief Capital Services Officer

ATTEST AND COUNTERSIGN:

By: _____
Deputy City Recorder

By: _____
Paul Drake, Director Real Estate & TOD

APPROVED AS TO FORM

EAGLE MOUNTAIN CITY

By: _____
Deputy City Attorney

By: _____
Tom Westmoreland, Mayor



UTAH TRANSIT AUTHORITY

EXHIBIT A – 100% Design Drawings

UTA Park and Ride Facility at Pony Express Parkway & Rock Creek Road, Eagle Mountain, UT

