

UTAH TRANSIT AUTHORITY



# UTAH TRANSIT AUTHORITY (UTA) LAND USE LEASE AND MAINTENANCE AGREEMENT

This Land Use Lease Agreement ("Agreement") is entered into as of the 7th \_\_\_\_\_, day of November \_\_\_\_\_, 2025 ("Effective Date"), by and between Utah County ("the County") a political subdivision of the State of Utah, and the Utah Transit Authority ("UTA"), a large public transit district.

## RECITALS

**WHEREAS** Utah County owns certain lands within its boundaries.

**WHEREAS** UTA is engaged in a project ("the Project") to design, construct, and operate two park and ride facilities and a bus service route on Pony Express Parkway that will follow a route through the Cities of Saratoga Springs and Eagle Mountain, which will serve the residents of Utah County.

**WHEREAS**, the Parties desire to enter into this Agreement to (i) provide UTA with the right to construct one park and ride facility within the northwest quadrant of the intersection of Pony Express Parkway and Seaside Street, (ii) allow UTA to operate a bus service route on Pony Express Parkway, (iii) define the Parties' roles and responsibilities with respect to the design and construction of the Project, and (iv) address the land use, with respect to the operation and maintenance of the completed Project, inclusive of future maintenance agreement(s), if and when, specific future development occurs by either the County.

## AGREEMENT

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

### ARTICLE I INCORPORATED TERMS AND DEFINITIONS

1. "Access Road" means the private road between the Stub Road and its terminus where it enters the park and ride, specifically at the end of the curb returns, including landscaping on both sides of the road up to the nearest edge of the sidewalk, as shown in Exhibit A.
2. "Location" means the Leased Premises described in Article II and as illustrated on Exhibit A.
3. "Party" and "Parties" mean UTA and/or the County.
4. "Stub Road" means the private road between the Seaside Street right-of-way line and the dead-end directly to the west, including the connection to the Access Road through its curb returns, not including any landscaping, as shown on Exhibit A.
5. "UTA Facilities" means the Park and Ride and the bus stops, respectively, not including the Stub Road and Access Road, as more particularly shown in Exhibit A.

## ARTICLE II

### LEASE AGREEMENT WITH UTAH COUNTY

1. The County agrees to lease to UTA a portion of the County's parcel ID: 58:036:0198 (collectively referred to as the "Leased Premises") as shown in Exhibit A.
  - 2.1.1 The general description of the area leased to UTA for the UTA Facilities Park and Ride is based on the preliminary design drawings dated August 27, 2025. The final, precise locations and boundaries of the area leased to UTA for the UTA Facilities Park and Ride will be as shown on the final design drawings, complete copies of which shall be furnished by UTA to the County. 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.
  - 2.1.2 The lease described above is valued at *\$500,000.00*. The County is donating the rights set forth in this Agreement to UTA at no cost, as an in-kind contribution to the Project.

## ARTICLE III

### TERM

1. The lease and rights set forth herein are for an initial term of fifty (50) years from the date of this Agreement. One year prior to the end of the initial term, UTA shall invite the County to propose amendments to the terms of this Agreement to address changed circumstances. So long as the parties can agree to those proposed amendments, or agree in writing that no amendments are warranted, this Agreement will renew for an additional term of twenty-five (25) years.
2. The County 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, 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 the UTA Facilities Park and Ride, so long as UTA is engaged in good faith efforts to reconstruct the UTA Facilities Park and Ride, or (iii) UTA commits a material, continuing breach of this Agreement that subjects the County to irreparable harm.
3. Prior to terminating the Agreement for one of the reasons stated above, the County 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 the County's notice, the rights granted in this Agreement will terminate and UTA shall, upon the County's request, remove the UTA Facilities Park and Ride within six (6) months of said termination.

## ARTICLE IV

### CONSTRUCTION

1. **Ownership of Improvements.** The County will have no ownership interest in the UTA Facilities Park and Ride. Upon termination of the lease, the County and UTA may choose to negotiate for the County to take ownership of the UTA Facilities Park and Ride if the Parties so choose.

## ARTICLE V OPERATIONS AND MAINTENANCE

1. **Operations.** UTA shall design, construct, operate, maintain, and control the UTA Facilities and all improvements required, including all roadway frontage improvements, landscaping, and the area between the UTA Facilities and the adjacent roadways. At UTA's sole expense, it will provide a culinary water stub, an irrigation sleeve under the Access Road, and power and communication sleeves under the Stub Road, compliant with all applicable standards, codes, ordinances, and regulations, in sizes approved by the County, as shown on the attached Exhibit A. UTA shall provide regular service to the general public in accordance with applicable Federal and state law and UTA's policies and plans.
2. **Maintenance.** UTA shall be responsible for all routine and long-term maintenance of the UTA Facilities, Access Road, and Stub Road, including snow removal, and facilitate any potential maintenance requests by the County to UTA. The parties shall exchange routine and emergency contact information and keep such information current. In the event the County constructs site improvements with access from the Stub Road, the County shall then be responsible for maintaining and snowplowing the Stub Road unless other arrangements have been made to provide these services.

## ARTICLE VI INDEMNIFICATION

1. **Indemnification.** UTA shall use the Leased Premises at its own risk and agrees to indemnify, defend, and hold harmless the County and their 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 attorneys' 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 the County, UTA shall indemnify the County 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 such claims are covered by the Act, nothing herein shall be deemed to be a waiver of the defenses and provisions provided the Parties pursuant to the Governmental Immunity Act.



## ARTICLE VII ENTIRE AGREEMENT – COUNTERPARTS

1. **Binding Agreement.** This Agreement is binding upon all the assignees, grantees, and successors in interest to each of the parties and shall remain in full force and effect until amended as provided herein
2. **Amendment.** This Agreement may be modified or amended only by a written instrument executed by the parties and/or all their successors, as applicable.
3. **No Third-Party Beneficiaries.** The parties intend that there be no third-party beneficiaries to this Agreement.
4. **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.

## ARTICLE VIII FORUM SELECTION AND CHOICE OF LAW

1. **Governing Law.** This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of Utah.

## ARTICLE IX NON-WAIVER

1. **Non-Waiver.** No covenant or condition of this Agreement may be waived by any party unless by a written instrument executed by the parties and/or all their successors, as applicable. 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.

## ARTICLE X SEVERABILITY

1. **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.




UTAH TRANSIT AUTHORITY


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

APPROVED AS TO FORM:

UTAH TRANSIT AUTHORITY

By:   
66A03BC1C4914B2...  
 Timothy G. Merrill, Assistant Attorney General

By:   
3A24FC46AD114E4...  
 Jay Fox, Executive Director

By:   
91ABD751A0BD4BE...  
 Jared Scarbrough, Acting Chief Capital Services Officer

UTAH COUNTY

Authorized and passed on this 22nd day of October 2025,

BOARD OF COUNTY COMMISSIONERS,

UTAH COUNTY, UTAH

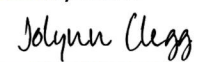
Signed by:  


  
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 BRANDON B. GORDON, Chair

ATTEST:

AARON R. DAVIDSON

Utah County Clerk

By:   
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 Deputy

APPROVED AS TO FORM AND LEGALITY:

JEFFREY S. GRAY

Utah County Attorney

By:   
971CC48366E0441...  
 Deputy County Attorney

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