

UINTAH BASIN APPLIED TECHNOLOGY COLLEGE
DUCHESNE COUNTY SCHOOL DISTRICT
PARKING LOT USAGE AGREEMENT

AGREEMENT made this ____ day of _____, 2016, by and between the Duchesne County School District, thereafter (The District) and the Uintah Basin Applied Technology College, a UCAT College, hereinafter (UBATC).

WITNESSETH

Whereas, The District is in the planning stages for a new Union High School to be located to the west of the UBATC, and

Whereas, The District and the UBATC desire that students in Duchesne County have opportunity to receive all educational offerings available to them through the UBATC, and

Whereas, The District and the UBATC have determined that it is in the best interest of both organizations to place the new Union High School in close proximity to the UBATC, in order to maximize safety and educational opportunity for all students, and

Whereas, the UBATC currently owns the adjoining property to the east of the new Union High School site, and

Whereas, the UBATC and The District believe it is in the best interest of all students and both organizations to have access to parking adjacent to the educational institutions they attend, and

Whereas, The District has desire to pay for the construction of a new parking lot and participate in the operation and maintenance costs thereafter, and

Whereas, the UBATC has the desire to partner with The District in a new parking lot to meet the needs of current and future students, and

Whereas, both parties deem this agreement to be in the mutual best interest of both organizations,

Now, therefore, in consideration of the payment herein described, and other valuable consideration, the parties agree that:

1- Terms of Ownership and Construction:

- A. UBATC will retain ownership of the herein described property and all improvements thereon described and/or outlined herein, as accepted and/or implied within the agreement.
- B. The parking lot shall be constructed herein by The District and/or their licensed and bonded contractors, and shall be constructed in compliance with all Division of Facility and Construction Management, hereinafter (DFCM) construction standards, specifications and acceptable practices. All work shall be designed, constructed, and completed in consultation with DFCM and the appropriate UBATC personnel.
- C. The District shall pay for all costs associated with the design, engineering, construction, and completion of the new parking lot, including all parking lot associated structures and their associated infrastructure. All parking lot construction related invoicing and payments shall be the responsibility of The District.
- D. The said parking lot shall be constructed on the following described real property herein; and as outlined on "Exhibit A" as attached. Commencing at the East Quarter Corner of Section 22, Township 2 South, Range 1 West of the Uintah Special Base and Meridian; Thence North 00 15' 43" West 724.03 feet along the east line of the SE1/4 of the NE1/4 of said Section; Thence South 89 50'31" west 946.59 feet to the True Point of Beginning; Thence South 89 50'31" west 246.28 feet; Thence North 00 24'15" west 372.86 feet; Thence North 89 54'30" east 247.21 feet; Thence South 00 15'43" east 372.57 feet, containing 2.11 acres.

E. UBATC shall allow The District to store needed top soil over burdens on UBATC property directly east of the new parking lot location, during the construction phases of the new Union High School construction project. The District shall be responsible to control all trash and dust disturbances in accordance with acceptable construction practices. The District will ensure all over burden storage is removed and utilized UBATC property is properly restored to the original condition by September 1, 2018.

2- Terms of Operation and Maintenance:

- A. UBATC will own and maintain the new parking lot upon completion of the project as described, and herein set forth and agreed upon.

- B. UBATC and The District agree to share equally all future operational, maintenance and/or capital improvements costs associated with the parking lot described in Section 1 (D).

- C. UBATC shall bill The District for 50% of all operation and maintenance costs on an annual basis. Such billings shall be sent to The District on or before May 15th of each calendar year. The District shall remit such payment to UBATC on or before June 15th of each calendar year.

3- Terms of Agreement:

- A. It is agreed upon and understood that this agreement is mutually beneficial to both parties and their student's therein.

- B. It is understood that this agreement shall remain in place until the time both parties shall agree upon mutual termination, for the betterment of both respective institutions.

4- Notices:

- A. Notices required hereunder shall be considered as properly given if delivered in writing, personally, emailed or sent by certified United States mail, postage pre-paid with return receipt requested, addressed to the parties or such addresses as may hereafter be designated by either party in writing. Notices mailed as aforesaid shall be deemed given on the date of such mailing.

Duchesne County School District
50 East 100 South
P.O. Box 446
Duchesne, Utah 84021

Uintah Basin Applied Technology College
1100 East Lagoon Street
Roosevelt, UT 84066

6- Default:

In the event of default by any party in the performance of any of the covenants herein contained, the defaulting party agrees to pay all costs incurred in pursuing any remedies arising therefrom, including a reasonable attorney's fee.

7- Binding Effect:

This agreement is binding upon and inures to the benefit of each of the parties hereto, their successors, and assigns, and their respective heirs and personal representatives.

8- General:

It is mutually understood and agreed that this agreement shall be governed by the laws of the State of Utah, both as to interpretation and as to performance.

Duchesne County
School District

Uintah Basin
Applied Technology College

By: _____
Board Chair

By: _____
College President

Date: _____

Date: _____