



GRAVEL LEASE AGREEMENT

This agreement made this 5 day of July 2022
(Day) (Month) (Year)

Between: Robert Doutre, TTEE (435) 257-3763
(Name) (Phone)
3106 W. 1000 N. Tremonton UT 84337
(Street Address) (City) (State) (Zip)

Hereinafter called Lessor, and Box Elder County, a body politic, hereinafter called Lessee.

RECITALS:

WHEREAS, Lessor is the owner of that certain real property situated in Box Elder County particularly described in Exhibit "A" attached hereto; and

WHEREAS, Lessee is desirous of leasing said real property from Lessor for the purpose of excavating gravel for use on various road projects in the area; and

WHEREAS; Lessor and Lessee have agreed upon the terms and conditions for the lease of said real property and intend by this document to specify those term and conditions;

NOW THEREFORE, based upon the above recitals and the consideration set forth below, Lessor and Lessee do hereby agree as follows:

1. Lessor does hereby lease to Lessee that certain real property Tax ID number 08-004-0128 located at: THE NE QUARTER OF SECTION 31, T 14N ,R 05W, SLM., THAT PORTION OF THE NW/4 OF SECTION 31, T 14N ,R 05W, SLM, LYING EAST OF THE CENTERLINE OF THE 18400 ROAD RIGHT OF WAY. ALSO THE W 16 RODS OF THE SE/4 OF SAID SECTION 31; LESS & EXCEPTING THE S 200 FT. ALSO BEG AT A POINT 111 RODS N OF THE SE COR OF SAID SECTION 31, THENCE N 49 RODS, W 144 RODS, S 49 RODS, E 144 RODS TO PT OF BEG. CONT 263.12 AC M/L
2. The term of this lease as it applies to excavating material from the pit to produce useable road construction material, shall be from the date of execution of this agreement shall be from the date of the execution of this agreement until December 31st, 2027.
3. The Leased Premises shall be used by Lessee for the excavation of material from the pit to produce useable road construction material, and Lessee may remove material from the Leased Premises in such manner in such amounts as Lessee may desire from time to time during the term of this Agreement.
4. A royalty of **\$1.00 per ton** shall be paid by Lessee to Lessor for the useable material removed from the site. Lessee shall keep records showing the amount of gravel removed from the Leased Premises.
5. The Lessee will produce and set in a separate pile, 150 tons of material for the Lessor's personal use.

6. Lessee shall pay any and all royalties owed to Lessor for removal of gravel from the Leased Premise.
7. Lessee hereby agrees to save and hold harmless the Lessor of and from any and all actions, suits, costs, damages, claims and demands whatsoever arising by reason of any act or omission of the Lessee or any of Lessee's employees or agents in connection with the excavation of gravel pursuant to this Lease Agreement.
8. At the conclusion of the Gravel Lease Agreement, Lessee shall restore the Leased Premises as set forth in the Restoration Plan attached hereto as Exhibit "B". Restoration shall be completed within six (6) months of the termination of this Lease Agreement, and the Lessee shall have access to the Leased Premises following the termination of the Lease Agreement as may be reasonably necessary to implement the Restoration Plan.
9. The Lessee may store a stockpile of material in the pit after the termination of this Lease Agreement. The Lessee will pay the Lessor for the stored material as it is removed from the stockpile. If the Lessor desires to sell the leased premises, the Lessee will have one (1) calendar year to remove said stockpile after new owner provides written notice to remove it.
10. Lessee shall not change the real estate tax classification of the Leased Premises during the term of this Lease or as a result of Lessee's activities on the Leased Premises.
11. Lessee shall comply with all applicable local, state, and federal regulations controlling or governing Lessee's activities upon the Leased Premises, including but not limited to any applicable environmental regulations, laws, or rules.
12. The roads currently existing upon the Leased Premises and any roads built by Lessee during the term of this Agreement shall be left in reasonable condition at the termination of the Agreement, with currently existing roads to be left the same as their current condition.
13. Lessee shall not assign or sublet or attempt to assign or sublet, the Leased Premises or any part thereof, without the written approval of the Lessor first obtained in writing.
14. Lessee shall surrender and deliver up the Leased Premises at the end of the term of this Agreement or any extension hereof, except as specified otherwise herein.
15. Unless otherwise specifically provided herein, the terms and provisions hereof shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
16. The Lessor acknowledges the pit is permitted for the Lessee's use and the Lessors personal use. Any expanded commercial use will need to go through the County Planning Process for further permitting.

DATED this 4th day of Aug., 2022.
(Day) (Month) (Year)


(Property Owner, Lessor signature)

STATE OF UTAH)
COUNTY OF BOX ELDER) ss

BEFORE ME THE UNDERSIGNED, a Notary Public, within and for said State and County,
on this: 4th day of Aug, 2022, personally appeared
Robert E. Dautre (Day) (Month) (Year), who proved to me on the basis of satisfactory
(Property Owner, Lessor)
evidence to be the person whose name is subscribed to the within instrument and acknowledged
to me that he/she executed the same in his/her behalf of which the person acted, executed the
instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the official seal the day and
year last written above.



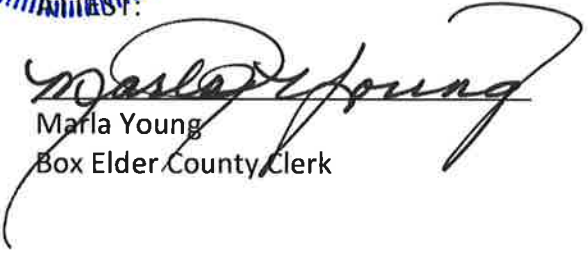

Notary Public

DATED this 4th day of Aug, 2022.
(Day) (Month) (Year)



Lessee

By: 
Jeff Scott, Chairman
Box Elder County Commission


Marla Young
Box Elder County Clerk