

David Fu

**STATE OF UTAH  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT**

**LEASE AGREEMENT**

Contract No. 061636

**THIS LEASE AGREEMENT** is made and entered into by and between DAVID FUNK, whose principal place of business is 370 South State, Richmond, Utah 84333, hereinafter called "LANDLORD," and the STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter called "TENANT," whose principal place of business is 4110 State Office Building, Salt Lake City, Utah 84114, for the use of the Department of Natural Resources, Division of Water Rights.

**WITNESETH**

**WHEREAS,** TENANT desires to place a radio repeater and associated equipment, hereinafter called "Radio Repeater," on land owned by LANDLORD to facilitate the automated collection of water records by the State of Utah; and

**WHEREAS,** LANDLORD agrees, as a public service, to allow TENANT to place said Radio Repeater on LANDLORD'S property according to the terms set forth below.

**NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:**

**SECTION 1. LEASED PREMISES**

LANDLORD does hereby grant to TENANT the right to place the Radio Repeater on land generally located east of Richmond, Cache County, Utah and more specifically in Sections 11 and 14, Township 13 North, Range 1 East, Salt Lake Base and Meridian, hereinafter called "Premises" or "Leased Premises." The placement location of the Radio Repeater on the Premises shall be agreeable to both parties prior to installation, which location may be changed by TENANT at any time throughout the term of this Agreement upon mutual agreement between the parties.

**SECTION 2. TERM OF AGREEMENT**

The initial term of this Lease Agreement shall be for a period of five (5) years which term shall commence on November 1, 2005 and shall renew automatically for two (2) additional terms of five (5) years each, unless terminated by either party by giving sixty (60) days written notice prior to the end of the contract year.

**SECTION 3. CONSIDERATION**

In consideration for TENANT'S use of the Leased Premises, TENANT shall pay to LANDLORD rentals in the amount of One Hundred and No/100 Dollars (\$100.00) per year, payable in advance.

**SECTION 4. REPRESENTATIONS**

LANDLORD represents that it is the lawful owner or lawful representative of the owners of the Leased Premises and that it has the right to lease the same as herein provided and does hereby guarantee quiet and peaceable enjoyment of the Leased Premises to TENANT.

**RECEIVED**  
**MAR 23 2009**  
**WATER RIGHTS**  
**SALT LAKE**

061636

With a Copy to:

Utah Division of Water Rights  
1594 West North Temple, Suite 220  
Salt Lake City, Utah 84114-6300

**SECTION 12. GOVERNING LAW**

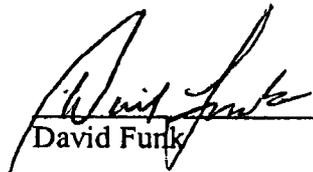
This Lease Agreement shall be governed and construed in accordance with the laws of the State of Utah, without giving effect to the choice of law provisions hereof.

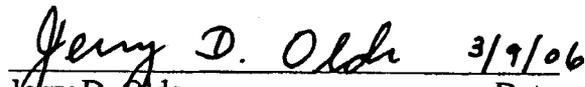
IN WITNESS WHEREOF, the parties hereto sign and cause this Lease to be executed.

**TENANT:**  
STATE OF UTAH

**LANDLORD:**

  
Alyn C. Lunceford Date  
Real Estate and Debt Manager  
Division of Facilities  
Construction and Management

  
David Furk Date  
3 27 06

  
Jerry D. Olds Date  
Director  
Utah Division of Water Rights

Approved:

CONTRACT RECEIVED AND  
PROCESSED BY  
DIVISION OF FINANCE

MAR 31 2006

KM 3/30/06

Utah Division of Finance

RECEIVED  
MAR 23 2009  
WATER RIGHTS  
SALT LAKE