

FAIRGROUND TRANSFER AGREEMENT

This Fairground Transfer Agreement is entered into this 13th day of January, 2022 between the following entities: Parowan City, a Utah municipal corporation and body politic, and Iron County, a body politic.

Whereas, Iron County and Parowan City have jointly participated in the Iron County fair and rodeo each year for several decades, with each entity providing various avenues of support through financial, property and personnel services;

Whereas, Parowan City is desirous that the Iron County Fair remains in Parowan City as the County seat;

Whereas, the Iron County Fair has traditionally and historically been located in Parowan City for many decades;

Whereas, both Iron County and Parowan City desire to assure its continued success as it provides significant family entertainment to all citizens and guests of Iron County;

Whereas, both Iron County and Parowan City desire that the Iron County Fair is successful each year and continues to grow to meet the communities' needs;

Whereas, there is no desire to relocate the Iron County Fair from its current location, being the existing Iron County Fairgrounds in Parowan City;

Whereas, Parowan City currently owns part of the land on which the Fairgrounds resides and both Iron County and Parowan City have been responsible for maintenance of many of the fairground buildings and structures;

Whereas, Iron County has the financial means and the desire to increase the use of the Fairgrounds and facilities located thereon, and owning the underlying property along with the Fairgrounds would allow it to be a valuable part of the existing Iron County Parks and Recreation system;

Whereas, Iron County is in the process of making substantial improvements to the Fairground grandstands and desires to continue to maintain and upgrade current facilities which will increase attraction and use of the facilities;

Whereas, neither Parowan City nor Iron County are desirous that ongoing expenses, such as utilities, operating expenses, fees, etc., be subsidized by either party.

Whereas, increasing events and visitation to the Fairgrounds throughout the year would increase tourism spending and subsequent revenues for Parowan City and Iron County businesses and make use of the facilities more competitive with neighboring counties;

Whereas, due to the economies of scale, efficiency and capabilities, with the agreement that Iron County will continue to operate the annual fair and rodeo in Parowan City which is one of Parowan City's major events; and

Whereas, no foreseeable material harm will impair Parowan City if the balance of land whereupon the Fairgrounds reside that is currently owned by Parowan City be transferred by recorded deed to Iron County as shown on "Exhibit A," and more particularly described on "Exhibit B" subject to certain terms and conditions as set forth hereafter.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY STIPULATED, Parowan City and Iron County hereby agree as follows:

THE RECITALS ARE HEREBY INCORPORATED BY THIS REFERENCE AND EXPRESSLY MADE A PART OF THIS AGREEMENT.

TRANSPARENCY

- A. The process of negotiations and discussions shall be transparent and open to public scrutiny. Iron County and Parowan City will or have already provided opportunities for the public to comment on the Transfer per Utah Code Annotated (UCA) 52-4.

DESCRIPTION OF LANDS TO BE TRANSFERRED, PREPARATION OF DEEDS, LEASE BACK

- A. The land to be transferred by deed is shown on "Exhibit A," and is more particularly described on "Exhibit B." Said exhibits are attached hereto and incorporated by this reference.
- B. Once this agreement is approved by both Parowan City and Iron County, deeds shall be prepared and executed to accomplish the Transfer and recorded with the Iron County Recorder.

INVENTORY, CONTINUED STORAGE, RIGHT OF FIRST REFUSAL

- A. The following items will be included in the transfer:
 - a. 50 Folding Tables
 - b. 250 Folding Chairs
 - c. 12 Park Tables with attached benches
 - d. 2 Horse Walkers
 - e. 1 Vintage John Deer Tractor
- B. To support the Labor Day Parade and other events, Parowan City shall continue to have the right to store parade floats and other materials in the Fair Building.
- C. If any buildings are demolished in the future, or if Iron County chooses to dispose of any inventory items or other appurtenances, Parowan City shall be offered and have the Right of First Refusal for purchase of any such items.

FEE STRUCTURE, CITY RECREATION ACTIVITIES, “GRANDFATHERED” EVENTS

- A. Iron County shall assume management and scheduling of the Fairgrounds upon execution of this agreement and recording of the deeds directed herein. Both Parowan City and Iron County agree that said assumption of management may be delayed until May 1, 2022 due to Iron County staffing said responsibilities and the Parties will work together to make a smooth transfer.
- B. Iron County will maintain a fee schedule for the use of the Fair Building that is materially similar to the existing fee schedule as charged by Parowan City for a period of one year from the recording date of the deeds directed herein.
 - a. After one year, Iron County will reevaluate all fees to ensure fairness and that fees are sufficient to defray operating expenses.
 - b. Iron County agrees to discuss and reasonably negotiate with Parowan City in the event fees are raised as to the Fairground Building and seek Parowan City input before final fees are assessed which shall be at Iron County’s final determination.
- C. Iron County will set a fee schedule to accommodate use of other (Non-Fair Building) Fairground facilities.
- D. Parowan City will continue to have use of the Fair Building to accommodate City Recreation activities.
 - a. Parowan City will assume all responsibility to arrange City Recreation Activities. Parowan City Recreation activities will be subject to other paid activities and must be scheduled with Iron County.
 - b. Iron County shall maintain liability coverage for the Fair Building.
 - c. Parowan City shall maintain liability coverage for City Sponsored Activities.
 - d. Iron County will charge Parowan City for City Recreation and other activities only enough to defray operating expenses, including building maintenance and staffing, etc.

- E. Certain events historically held at the Fair Building shall be "Grandfathered," with no fee charged. Said Grandfathered events include:
 - a. Sub4Santa (First full week of December)
 - b. Christmas in the Country (Week of Thanksgiving, until following Monday)
 - c. Parowan Birthday Celebration (Week of January 13th)
 - d. The Parowan Marathon (First week of August)
 - e. Annual Swap Meet (Third week of March)
- F. After a period of ten years, said Grandfathered events will be reviewed by Parowan City and Iron County.

MUTUAL ACCESS

- A. Both Parowan City and Iron County agree to grant mutual access to service any utilities or infrastructure on the land described in "Exhibit B," owing to the intertwined nature of the Fairgrounds and the Parowan City Recreation Complex. Any such activities shall be communicated and coordinated so as to not interfere with the beneficial use of the Fairgrounds.

UTILITIES

- A. Upon recording of the deeds directed herein, Iron County shall assume responsibility for all utilities at the Fairgrounds.
- B. Iron County will use Iron County Landfill equipment and personnel to accomplish trash disposal.

CLINIC EASEMENT, ACCESS, FUTURE ACCESS WITH RECREATIONAL COMPLEX

- A. Iron County shall maintain continued access to a clinic located at 450 Clinic Way that lies adjacent to the south of the Fairgrounds. Furthermore, Iron County shall maintain continued access to a home located at 330 Clinic Way, which lies adjacent to the Fairgrounds and said clinic.
 - a. Iron County shall convey and record a public access easement in favor of said clinic and home.
 - b. Parowan City and Iron County agree that the Fairgrounds and Parowan City Recreational Complex are mutually beneficial. As such, both Parowan City and Iron County agree that all parking lots located within both the Fairgrounds and Parowan City Recreational Complex shall be mutually available and beneficial to events in either venue. Major events and subsequent parking demand shall be communicated. As the Fairgrounds and the Parowan City Recreational Complex develop, both parties agree to discuss and coordinate regarding details of parking, ingress, egress, pedestrian access, fencing, and gates.

LAND TO REVERT TO PAROWAN IF FAIR IS RELOCATED

- A. After the recording of the deeds directed herein, if Iron County chooses to relocate the Fair, the land described on "Exhibit B" and any improvements/fixtures attached thereto, shall revert to Parowan City's ownership. This transfer shall be accomplished by recorded deeds.

MISCELLANEOUS TERMS

A. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah and both parties agree to be subject to the jurisdiction of the State of Utah for any disputes that arise out of this Agreement.

B. Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.

C. Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

D. Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

E. Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and Agreements among them respecting the subject matter of this Agreement.

F. Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

G. Good Faith, Cooperation and Due Diligence. The parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

H. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

I. Recorded Memorandum. The Parties shall file a Recorded Memorandum memorializing the terms of this Agreement which shall be recorded as attached hereto in "Exhibit D."

Dated this 13th day of January, 2022.

PAROWAN CITY

By: _____
Mollie Halterman - Mayor

Attest:

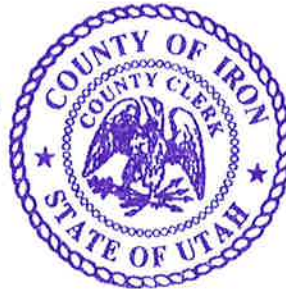
Callie Bassett - City Recorder

IRON COUNTY

By: _____
Michael P. Bleak - Chair

Attest:

Jonathan T. Whittaker - County Clerk



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“EXHIBIT B”

Parcel 2 (Part of C-933-4)

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 13, TOWNSHIP 34 SOUTH, RANGE 9 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE N89°55'34"W, ALONG THE EAST-WEST CENTER SECTION LINE, 1,348.97 FEET TO THE CENTEREAST 1/16TH SECTION CORNER; THENCE S00°02'30"E, ALONG THE 1/16TH SECTION LINE, 848.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°02'30"E, ALONG SAID 1/16TH LINE, 732.14 FEET; THENCE DEPARTING SAID LINE AND RUNNING N88°49'34"W, 206.63 FEET; THENCE N00°17'12"E, 280.00 FEET; THENCE N89°59'24"W, 246.83 FEET TO THE NORTHERLY PROJECTION OF THE EAST BOUNDARY LINE OF RED HILLS ESTATES, UNIT D; THENCE S00°00'33"E, ALONG SAID PROJECTION, 33.86 FEET TO THE POINT OF CURVE LOCATED ON THE EAST BOUNDARY LINE OF SAID RED HILLS ESTATES, UNIT D; SAID POINT ALSO BEING LOCATED ON A POINT OF CUSP CURVE TO THE LEFT, HAVING A RADIUS OF 35.00 FEET, AND A CENTRAL ANGLE OF 90°11'23". (RADIAL LINE BEARS S89°59'27"W); THENCE NORTHWESTERLY ALONG SAID CURVE, AND ALONG SAID UNIT D BOUNDARY LINE, 55.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S89°48'04"W, ALONG THE NORTH BOUNDARY LINE OF SAID UNIT D, 418.30 FEET TO THE SOUTHERLY PROJECTION OF THE EAST LINE OF IRON COUNTY TAX PARCEL A-0008-0003-0000; THENCE DEPARTING SAID SUBDIVISION BOUNDARY LINE AND RUNNING N00°02'57"E, ALONG SAID PROJECTION AND ALONG THE EAST LINE OF SAID PARCEL, 132.89 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE N89°43'03"W, ALONG THE NORTH LINE OF SAID PARCEL AND ALONG THE NORTH LINE OF IRON COUNTY TAX PARCEL A-0008-0003-0002, 133.20 FEET TO THE NORTHWEST CORNER OF SAID PARCEL A-0008-0003-0002; THENCE S00°04'31"W, ALONG THE WEST LINE OF SAID PARCEL, 5.97 FEET TO THE NORTHEAST CORNER OF IRON COUNTY TAX PARCEL A-0008-0008-0005, AND AN EXISTING 1/2" REBAR; THENCE N89°38'38"W, ALONG THE NORTH LINE OF SAID PARCEL, 118.80 FEET TO THE SOUTHEAST CORNER OF IRON COUNTY TAX PARCEL A-0008-0008-0005-0002, AND AN EXISTING 1/2" REBAR; THENCE N00°01'48"E, ALONG THE EAST LINE OF SAID PARCEL, 122.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL, AND AN EXISTING 1/2" REBAR; THENCE N89°05'27"W, ALONG THE NORTH LINE OF SAID PARCEL AND ALONG THE NORTH LINE OF IRON COUNTY TAX PARCEL A-0008-0008-0005-0001, 290.84 FEET TO THE NORTHWEST CORNER OF SAID PARCEL, AND AN EXISTING 3/4" GALVANIZED PIPE; SAID POINT ALSO BEING LOCATED ON THE EAST RIGHT-OF-WAY LINE OF 300 EAST STREET; THENCE N00°56'10"W, ALONG SAID RIGHT-OF-WAY LINE, 504.02 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND RUNNING N89°09'29"E, 827.33 FEET; THENCE S75°26'36"E, 376.18 FEET; THENCE S43°42'32"E, 315.83 FEET; THENCE S89°59'27"E, 46.18 FEET TO THE POINT OF BEGINNING. CONTAINING 22.66 ACRES.

Parcel 4 (Part of A-8-2)

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 13, TOWNSHIP 34 SOUTH, RANGE 9 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE N89°55'34"W, ALONG THE EAST-WEST CENTER SECTION LINE, 817.55 FEET; THENCE S00°02'30"E, AND PARALLEL TO THE 1/16TH SECTION LINE, 847.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°02'30"E, 1,283.39 FEET; THENCE S89°31'24"W, 531.43 FEET TO A POINT LOCATED ON SAID 1/16TH SECTION LINE; THENCE N00°02'30"W, ALONG SAID LINE, 1,287.89 FEET; THENCE DEPARTING SAID LINE AND RUNNING S89°59'27"E, 531.42 FEET TO THE POINT OF BEGINNING. CONTAINING 15.68 ACRES