

LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease" or "Lease Agreement") is made and entered into as of September 1, 2025 (the "Effective Date"), by and between the Town of Bluff, a Utah municipal corporation of the State of Utah (hereinafter referred to as "Lessor"), and San Juan County, a political subdivision of the State of Utah (hereinafter collectively referred to as "Lessee"). Lessor and Lessee may be referred to collectively as the "Parties" herein.

WITNESSETH:

WHEREAS, Lessee operates the San Juan County Bluff Senior Center; and

WHEREAS, Lessor, is the owner of real property located within Bluff Township a 198 North 300 East, Bluff, Utah 84512 which is a mixed-use facility comprised of the Senior Center and the Town of Bluff Community Center ; and

WHEREAS, Lessor has been and desires to continue to lease a portion of real property (the "Leased Premises," as defined in Section 1 below) to the Lessee for the purpose of operating the San Juan County Bluff Senior Center; and

WHEREAS, the Bluff Service District and Lessee executed previous leases on December 11, 2017 and September 15, 2020 for the Leased Premises; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the Parties hereto agree as follows:

Section 1. Description and Use of the Leased Premises

Lessor hereby leases to Lessee 2,275 Square Feet within the Bluff Community Center comprising of the real property and premises: including parking areas located at 198 North 300 East, Bluff and indicated and attached hereto as Exhibit A and incorporated herein and made a part hereof by this reference, including available parking on the real property on Exhibit A (collectively, the "Leased Premises").

Section 2. Term

The term of this Lease shall be for five (5) years from the Effective Date and shall continue thereafter on a month-to-month basis as needed, with an option to extend the lease for an additional (5) years upon the mutual agreement by both parties through an amendment to the original executed lease agreement. Notwithstanding anything to the contrary herein, the term of this Lease shall terminate 5 years after the Effective Date unless renewed for an additional period of time.

Section 3. Rent

As of the effective Date, the rent that Lessee is obligated to pay Lessor under this Lease shall be \$450.00 (Four Hundred Fifty Dollars and No/100) a month, payable on or before the 30th day of the last month of each quarter for a total of \$1,350.00 (One Thousand Three Hundred Fifty Dollars and No/100) per quarter.

Section 4. Warranties of Title and Covenant of Quiet Possession and Enjoyment

Lessor warrants that he/she owns the Leased Premises and has full right to make this Lease. Lessor Covenants and agrees with Lessee that Lessee shall and may peaceably and quietly have, hold, and enjoy the Leased Premises during the term hereof.

Section 5. San Juan County Use Only

During the term of this Lease Agreement, Lessee shall use the Leased Premises as a public building and for the uses consistent with a San Juan County Senior Center. Lessee shall not use the building for any other purposes without the express prior written consent of the Lessor.

Section 6. Lessor's Personal Property and Fixtures

All personal property and fixtures placed in or upon the Leased Premises by Lessee shall not become part of the Leased Premises. Lessee shall be privileged to remove the same at the termination or expiration of the Lease Agreement.

Section 7. Repair and Maintenance

Lessor's Responsibility: Lessor shall, at its sole cost and expense, perform all maintenance and make all repairs necessary to maintain the Leased Premises in a condition that is the same or better than the condition of the Leased Premises as of the Effective Date. Lessor's responsibilities include maintenance of the following: roof; structure; building envelope; parking lot, including adequate parking lot lighting; exterior electrical systems; windows and all other items which do not constitute part of the Lessee's maintenance obligations specified below. Lessor agrees to make timely repairs and have adequate and timely maintenance procedures. Lessor will keep the walks passable and walkable during operating hours Monday through Friday.

Lessee's Responsibility: Lessee shall, at its sole cost and expense, perform all maintenance and make all repairs necessary within the Leased Premises as follows: all kitchen equipment; ancillary systems; plumbing equipment and fixtures; air conditioning, heating, and ventilation; interior paint and flooring; telecommunications lines and internet equipment; propane service; water/ septic service; and interior electricity systems. Lessee is additionally responsible for care and maintenance of the exterior portion of the property used as a garden and eating area for Seniors. Lessee shall repair or replace any damage to the Leased Premises to the extent caused by the

negligence of Lessee, its agents, employees, invitees, or customers. Lessee shall provide, at its sole expense, janitorial services for the Leased Premises for the term of this Lease.

Alterations of Leased Premises by Lessee: Lessee has the right to make alterations to the interior of the Leased Premises to accommodate furniture, computer and communications systems, and other related personal property and fixtures. In making said alterations, Lessee shall ensure that any alterations shall comply with local building codes and life safety requirements. During the term of the Lease Agreement, if in the judgment of Lessee, it becomes necessary to provide additional services to accommodate San Juan County, Lessor grants Lessee the necessary right or license to install such services to the Leased Premises. Such services, if installed, shall be installed and paid for by the Lessee. Lessee shall make no other alterations in the Leased Premises, except as provided herein, without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

Alterations of Leased Premises by Lessor: Lessor may make repairs, alterations, or improvements for the preservation, safety, or improvement of the Building or Leased Premises, provided that Lessor shall coordinate said work with Lessee so as not to unreasonably disrupt Lessee's use of the Leased Premises and that such repairs or alterations do not increase the costs of operating and maintaining or lessen the ability of the Lessee to use the Leased Premises for County use.

Upon the termination or expiration of this Lease, the Lessee shall deliver the Leased Premises to the Lessor in as good a condition as existed at the commencement of the Term, except for ordinary wear and tear.

Section 8. Taxes

Lessor shall pay all real property taxes, personal property taxes, and all other taxes assessed against the Leased Premises, if applicable.

Section 9. Condemnation/Destruction of Lease Premises

If all the Building or Leased Premises are taken or condemned, the Lease Agreement shall terminate effective as of the date of taking. If a portion of the Building or Leased Premises is taken or condemned and the remainder is, in either party's opinion, not economically or functionally usable, then the determining party shall notify the other of the termination of the Lease effective as of the date of taking. Any prepaid rent shall be immediately refunded to the Lessee.

If all or part of the Building or the Lease Premises is destroyed, such that the Leased Premises are no longer fit for occupancy, then this Lease shall terminate and both Parties shall be released from any further obligations. From the date of the casualty or other

event rendering the Leased Premises unfit for occupancy, prepaid rent, if any, shall be refunded to Lessee.

Section 10. Right of Entry

The Parties acknowledge, understand, and agree that Lessor and any of its authorized agents may enter into and upon the Leased Premises with prior notice and approval by Lessee, for the purpose of inspecting the same, of posting notices of non-responsibility for alterations, additions or repairs, or for any other reasonable purpose, which approval shall not be unreasonably withheld. Lessor or its agents may enter the Leased Premises without notice to Lessor in the event of an emergency.

Section 11. Assignment and Subletting

Lessee may not assign or sublet this Lease to any other party, nor shall it rent or license to other persons the use of the Leased Premises for events.

Section 12. Notices

All notices, demands or other writings under this Lease shall be in writing and shall be deemed delivered on the date of personal delivery or three days after it is deposited in the United States mail with postage prepaid and addressed as follows:

To Lessee: San Juan County Attn: Aging and Adult Services 117 South Main Street, PO Box 9 Monticello, Utah 84535	To Lessor: Town of Bluff PO Box 324 Bluff, Utah 84512
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Section 13. Utilities

The Parties acknowledge, understand, and agree that Lessee shall be solely responsible for all utility costs associated with the Leased Premises currently on separate meters as well as the garbage disposal. Lessee shall pay all costs associated with internet and telephone services to the Leased Premises. Lessor shall prorate costs for water service to the Leased Premises, which will be billed and paid by Lessee on a quarterly basis.

Section 14. No Liens

Lessee shall keep the Leased Premises and every part thereof and all other improvements at any time located thereon free and clear of any and all mechanics, materialmen, and other liens for or arising out of or in connection with the work or labor done, services performed, or materials or equipment used or furnished on the Leased Premises.

Section 15. Remedies Cumulative

All rights and/or remedies herein conferred on Lessor shall be deemed cumulative, and no one shall be exclusive of the other or of any other remedy inferred by law or equity.

Section 16. Default

In the event either party defaults in the terms or conditions of this Lease Agreement, the non-defaulting party must give written notice of the default to the defaulting party identifying the act or omission constituting a default. Failure of the defaulting party to cure the default within fifteen (15) days from receipt of the written notice will allow the non-defaulting party to terminate this Lease Agreement and/or invoke other remedies. Cure within the notice period reinstates all rights and terms under this Lease.

Section 17. Insurance

Lessor agrees to keep the Leased Premises fully insured and to protect the same from damages or loss by all ordinarily insurable perils under an "all risk" insurance policy during the term of this Lease Agreement.

Lessee agrees to provide property insurance coverage for any personal property that it may place on and/or within the Leased Premises and general liability insurance coverage for liabilities that may arise from Lessee's acts and/or the acts of Lessee's employees, or agents arising out of or in connection with Lessee's use of the Leased Premises.

Section 18. Lessee's Option to Terminate; Lessor's Option to Relocate Tenancy.

Lessee shall have the right, by written notice to Lessor given at least thirty (30) days in advance, to terminate this Lease and surrender its leasehold interest to Lessor. Termination shall be effective on the date specified in Lessee's notice. On and as of the effective date of the termination, Lessee shall be relieved from all further liability for rental or otherwise hereunder and shall deliver possession of the Leased Premises to Lessor in accordance with the provisions of this Lease.

The Parties agree that Lessor may elect⁶³⁰ at a future date to transfer this tenancy to the location commonly known as the 620 Black Locust Avenue, Tax Parcel Nos. C00000010010, and C00000010020 (the "CCC Property"). The CCC Property is currently undergoing repair and remodeling. However, at such time as the CCC Property is remodeled and a certificate of occupancy is issued, the Lessor may elect to notify Lessee, at least ninety (90) days in advance, that this Lease will be transferred to the CCC Property. Lessee agrees to accept a substituted tenancy on the CCC Property on terms equivalent to this Lease, subject to such minor modifications as may be mutually agreed by the Parties in writing. If Lessee and Lessor cannot agree on terms for the substituted tenancy, then this Lease shall terminate and Lessee shall deliver possession of

the Lease Premises to Lessor in accordance with the provisions of this Lease at the expiration of the sixty (60) day notice period.

Section 19. Disposition of Improvements on Termination of Lease

On termination of this Lease for any cause, Lessor shall become the owner of any improvements remaining on the Leased Premises following the removal of those improvements required or permitted to be removed by Lessee pursuant to the terms of this Lease.

Section 20. Parties Bound

The covenants and conditions herein shall apply to and bind the successors and assigns of all of the Parties hereto, and all the Parties hereto shall be jointly and severally liable for performance of their respective duties and obligations as described in this Lease.

Section 21. Time of the Essence

Time is of the essence of this Lease and of each and every covenant, term, condition and provision of this Lease.

Section 22. Survival of Terms, Provision, Promises, or Otherwise of This Lease after Termination

Termination of this Lease shall not extinguish or prejudice either Party's right to enforce this Lease with respect to any uncured breach or default of or under this Lease.

Section 23. Waivers or Modification

No waiver or failure to enforce one or more parts or provisions of this Lease shall be construed as a continuing waiver of any part or provision of this Lease, which shall preclude the Parties from receiving the full bargained for benefit under the terms and provisions of this Lease. A waiver or modification of any of the provisions of this Lease or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Lease cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.

Section 24. Binding Effect; Entire Lease; Amendment

This Lease is binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. This Lease, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties

with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Lease supersedes and cancels all prior agreements, negotiations, and understandings between the Parties, whether written or oral which are void, nullified and of no legal effect if they are not recited or addressed in this Lease. Neither this Lease nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Lease and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by both Parties.

Section 25. Severability

If any part or provision of this Lease is found to be prohibited or unenforceable such part or provision of this Lease shall be inoperative, null, and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof. Those parts or provisions of this Lease, which are not prohibited or unenforceable, shall remain in full force and effect.

Section 26. Authorization

The persons executing this Lease Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Lease Agreement, and that this Lease Agreement represents a binding and enforceable obligation of such Party.

Section 27. Authority; Counterparts; Electronic Signatures

The Parties signing this Lease represent that they have been duly authorized by their respective principals and by all necessary corporate and public action to enter into and execute this Lease. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. For purposes hereof, facsimile and/or e-mail signatures hereon shall be treated the same as, and accorded the same legal significance as original signatures hereon.

Section 28. Governing Law; Venue; Jury Waiver

This Lease is governed by Utah law. The exclusive venue for any dispute concerning or arising under this Lease shall be the courts of San Juan County, Utah. In any judicial proceeding concerning or arising under this Lease the matter shall be decided by the Court, sitting without a jury, regardless of the nature of any claims or defenses that may be brought.

Section 29 Remedies

This Lease may be enforced in an action seeking specific performance, damages, or both as may fit the circumstances. Both Parties reserve such remedies and defenses as may arise under the law, except that neither Party shall be liable to the other for consequential damages or other remote or unforeseen damages or losses.

In Witness Whereof, the Parties have executed this Lease to be effective on the day and year first above written.

Each Party is signing this contract on the date below the Party's signature.

LESSEE	LESSOR
By: _____ Silvia Stubbs, Chair San Juan County Board of County Commissioners	By: _____ Ann K. Leppanen Mayor of the Town of Bluff
Date: _____	Date: August 6, 2025
ATTEST: _____	ATTEST: _____
Lyman Duncan San Juan County Clerk/Auditor	Linda Sosa Town of Bluff Recorder
Date: _____	Date: 8-5-2025

Exhibit "A"

Leased Premises [Attach]

-End of Document-

1. The first step is to identify the problem. This involves understanding the situation and the goals that need to be achieved. It is important to gather all relevant information and to define the problem clearly.



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$$x = y$$

$$x^2 + y^2 = 1$$

$$2x^2 = 1$$

$$x = \pm \frac{1}{\sqrt{2}}$$

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