

## LEASE AGREEMENT

This LEASE AGREEMENT (this “Lease” or “Lease Agreement”) is made and entered into as of September 1, 2020 (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 190 North 3rd 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 a previous lease on December 11, 2017 for the Leased Premises; and

WHEREAS, the Town of Bluff has since been formed requiring a new lease to be executed in the name of the Lessor;

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 190 North 3rd 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 or, at the option of the Lessee, to Lessor at such place or places as may be designated in writing by the Lessor.

### 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 facility building comprised of a 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. Said items shall include, but are not limited to, roof, structure, building envelope, provide grounds and parking lot maintenance, including adequate parking lot lighting, electrical systems, windows and all other items which constitute a part of the Leased Premises. 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 maintain and be responsible for all kitchen equipment, ancillary systems, plumbing, air conditioning, heating, ventilation in the leased space. Lessee shall maintain interior paint and flooring. Lessee shall be responsible for the telecommunications lines, internet equipment, propane, water, sewer, and electricity supplies providing services to equipment installed by Lessee. Lessee shall

repair plumbing, electrical and associated fixtures within the leased space. Lessee is responsible for care to 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 the 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 systems 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 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.

#### 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

If all the Building or Leased Premises is 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.

#### 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.

Section 11. Assignment and Subletting

Notwithstanding anything herein to the contrary, Lessee may not assign or sublet this Lease nor rent out the space for events due to funding restrictions and regulations.

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 Lessor: San Juan County Attn: Aging and Adult Services 117 South Main Street, PO Box 9 Monticello, Utah 84535	To Lessee: 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 space. Lessor shall prorate annual costs for water, and sewer which will be included in the quarterly lease rate.

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. 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.

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

#### Section 18. Lessee's Option to Terminate

Lessee shall have the right, by written notice to Lessor given at least one month in advance, to terminate this Lease and surrender its lease hold 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.

#### 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 contained shall apply to and bind the heirs, successors, executors, administrators, 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 heirs, successors, assigns, officers, directors, employees, agents, representatives, subrogees and to all persons or entities claiming by, through or under them. 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 the Parties.

Section 25. Severability

If any part or provision of this Lease is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Lease shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void

such part or provision in any other jurisdiction. 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.

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.

<p>LESSOR</p> <p>By: _____ Kenneth Maryboy, Chair San Juan County Board of County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____</p> <p>John David Nielson San Juan County Clerk/Auditor</p> <p>Date: _____</p>	<p>LESSEE</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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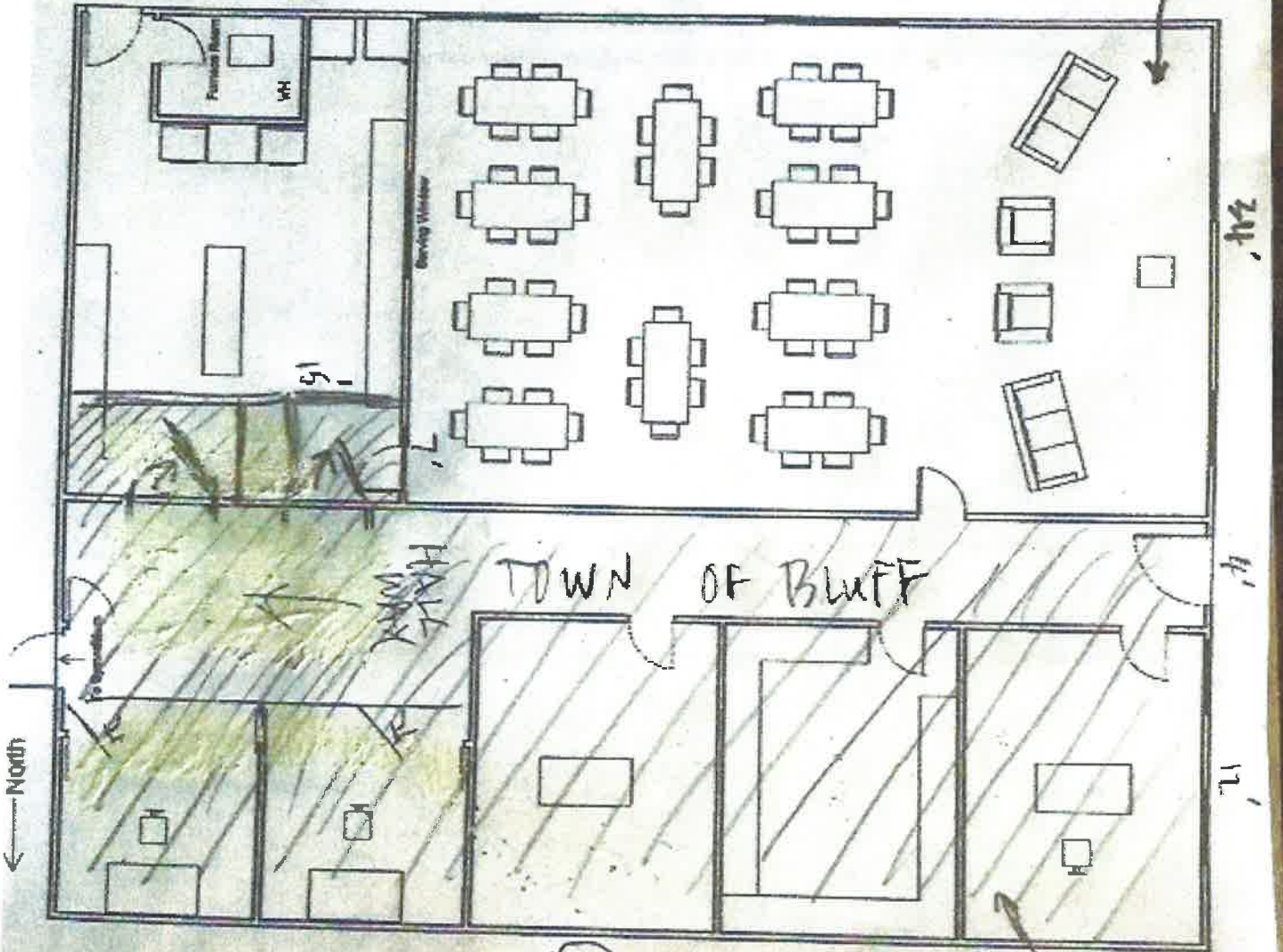
Exhibit "A"

Leased Premises



SAN  
SWAN  
MEMOR.

70'



24'

4'

17'

50'

North

BLUFF  
10 x 16 = 1,120'  
10 x 15 = 150'  
1,270'

50' FOOTAGE

TOWN OF BLUFF

51 Gwty  
24 x 70 = 2,130  
2,130 - 105 = 2,025

2,025