

LEASE AGREEMENT

Tenant: Mountain Land Physical Therapy & Rehabilitation
Premises: 29 South Main Street, Tooele, Utah 84074

LEASE AGREEMENT dated August 1, 2021, by and between Tooele County, a political subdivision of the State of Utah ("Landlord"), and Mountain Land Physical Therapy & Rehabilitation ("Tenant").

1. **Premises.** Landlord hereby leases to Tenant premises located at 29 South Main Street, Tooele, Utah 84074.
 - 1.1 **Parking.** Parking by Tenant and Tenant's patrons is prohibited on Main Street in front of the premises. Parking is available in the rear of the building and Tenant shall have three marked parking spaces in the parking lot immediately south of the premises.
2. **Term.** The initial lease term shall be for a period of 12 months, commencing August 1, 2021, and expiring July 31, 2022. After the initial term, the lease may continue as a month-to-month lease upon mutual agreement of the parties.
 - 2.1 **Early Termination.** Landlord may terminate this lease at any time without cause upon 60 days' written notice to Tenant.
3. **Use.**
 - 3.1 **Permitted Uses.** Tenant is authorized to use the premises as a physical therapy and rehabilitation facility.
 - 3.2 **No Interference.** Tenant shall conduct its operations upon the premises so as not to interfere in any manner with any improvements or other property placed upon the premises by Landlord and so as not to interfere with the use of the premises, or any part thereof, by Landlord or others who have a right to use the premises or any portion thereof.
 - 3.3 **Restricted Activities.** Tenant shall not use the property for purposes other than those stated in Section 3.1 above. Tenant shall not store, manufacture or sell any explosive, flammable or dangerous substances on the premises. Tenant shall ensure that the premises are kept clean and free from trash, debris and environmental hazards.

4. **Rent.** Tenant shall pay to Landlord the sum of \$850 per month on the first day of each month. Any rental payment paid after the 5th day of the month is considered late and Tenant shall pay a late fee in the amount of \$10 per day from the 6th day of the month until the rental payment and any late fees are paid in full.
5. **Acceptance of Premises.** Tenant has inspected the premises, or has waived the opportunity to inspect the premises, prior to the execution and delivery of this lease, and accepts the premises as satisfactory, without warranties, either express or implied.
6. **Access.** Landlord reserves to itself and its employees, contractors and agents, the right to enter upon the premises, or any portion thereof, for any purposes, provided the same does not unreasonably interfere with Tenant's use of the premises. If Landlord's access will interfere with Tenant's use of the premises, Landlord shall give Tenant 10 days written notice of such interference. In the event of an emergency, which shall be determined in Landlord's sole discretion, Landlord shall have the right to immediately access the premises, even if such access interferes with Tenant's use of the premises. Tenant may not install additional locks or change the locks on the premises without the prior written permission of Landlord.
7. **Surrender and Restoration of the Premises.** Upon the expiration or termination of this lease, Tenant shall peaceably and promptly surrender possession of the premises to Landlord in a condition that is the same, or better than, the condition of the premises at the commencement of the lease.
8. **Utilities.** Landlord shall be solely responsible for providing and paying for water and sewer service. Tenant shall be solely responsible for providing and paying for all other utilities for the operation, care and maintenance of the premises.
9. **Improvements and Maintenance of the Premises.**
 - 9.1 **Construction of Improvements.** Except for existing improvements located on the premises, no improvements shall be constructed or located on the premises by Tenant without the prior written consent of the Landlord.
 - 9.2 **Maintenance.** Landlord shall be solely responsible, at Landlord's sole cost and expense, for maintaining or causing to be maintained: air conditioning equipment, electrical equipment, exterior painting, exterior walls, heating equipment, roof, trash removal, snow removal, yard surfacing, and sprinkler system (including any damage to interior caused by the sprinkler system). Tenant shall be solely responsible, at Tenant's sole cost and expense, for maintaining or causing to be maintained: glass breakage, interior decorating, interior walls, janitor services in Tenant's spaces, light bulbs and tubes, plumbing equipment in Tenant's spaces, and structural walls in Tenant's spaces.

10. **Assignment and Subletting.** Tenant shall not assign this lease or any interest therein, and shall not sublet the whole or any portion of the premises, without the prior written consent of the Landlord, which the Landlord may grant or deny in its sole discretion. If Tenant assigns this lease, Tenant shall remain liable to Landlord for full performance of Tenant's obligations under this lease.
11. **Default.**
- 11.1 **Events of Default.** Tenant shall be in default upon the expiration of 20 days (5 days in the event of failure to pay rent or other money due) from written notice from Landlord specifying the particulars in which Tenant has failed to perform the obligations of this lease unless Tenant, prior to the expiration of said period, has fully rectified the particulars specified in the notice of default.
- 11.2 **No Waiver.** Landlord's failure to insist upon the strict performance of any of the terms, conditions and covenants of this lease shall not be deemed a waiver of any rights or remedies that Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants.
- 11.3 **Remedies Not Exclusive.** In the event of default by Tenant, Landlord shall have all remedies provided by this lease or by law. No remedy conferred upon or reserved to Landlord shall exclude any other available remedy.
12. **Compliance with Laws.** Tenant shall not violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the premises. Tenant may contest the validity of any such law, ordinance, rule or regulation, but shall indemnify and hold Landlord harmless against the consequences of any violation by Tenant. Tenant shall, at its sole cost and expense, obtain and maintain all licenses, permits and approvals required or appropriate in connection with its use of the premises and its operations thereon. Tenant shall comply with Landlord's health, safety and environmental standards as they may be modified from time to time.
13. **Notices.**
- 13.1 **Addresses for Notices.** All notices given pursuant to this lease shall be in writing and shall be given by email or by United States mail, postage prepaid, return receipt requested, addressed to the appropriate party at the address or email address set forth below:
- Landlord: Tooele County Manager
47 South Main Street
Tooele, Utah 84074
Email: awelch@tooeleco.org

Tenant: Rick Lybbert
Mountain Land Physical Therapy & Rehabilitation
1952 East 7000 South #100
Salt Lake City, Utah 84121
Email: rick@mlrehab.com / shellby@mlrehab.com

13.2 **Change of Notice Address.** The address to which notices are to be given may be changed at any time upon written notice.

13.3 **When Notice Deemed Given.** All notices shall be deemed given upon mailing or emailing.

14. **Miscellaneous.**

14.1 **Successors.** All the rights and obligations under this lease shall bind and inure to the benefit of the parties' heirs, personal representatives, successors and assigns.

14.2 **Attorneys' Fees.** If either party to this lease is required to initiate or defend litigation arising from this lease, the prevailing party in such litigation, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees.

14.3 **Subordination.** This lease and the use of the premises is subject and subordinate to all encumbrances, easements, rights and rights-of-way now existing or hereafter granted with respect to the premises, whether a matter of record and whether or not apparent.

14.4 **Relationship of the Parties.** Nothing herein shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, or of partnership or joint venture between the parties, it being understood and agreed that no provision herein, nor any acts of the parties, shall be deemed to create any relationship between the parties other than the relationship of landlord and tenant.

14.5 **No Presumption.** This lease shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against either party. Landlord and Tenant represent and warrant to each other that they have been represented by, or have had the opportunity to consult with, legal counsel in connection with the review, negotiation and execution of this lease.

14.6 **Severability.** If any term or provision of this lease shall be held by a court to be invalid or unenforceable, the remainder of this lease shall not be affected thereby, and each remaining term and provision of this lease shall be valid and enforceable.

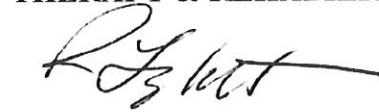
- 14.7 **No Other Agreements.** The terms set forth in this lease are intended by the parties as a final expression of their agreement with respect to such terms and may not be contradicted or supplemented by evidence of any prior agreement or of any contemporaneous oral agreement.
- 14.8 **Amendment.** This lease may only be amended or modified by writing signed by the parties.
- 14.9 **Authority.** Each party represents and warrants that the individuals who execute this lease are duly authorized to do so and that no other signature or authorization is necessary to bind the party to the provisions of this lease.
- 14.10 **Governing Law.** This lease shall be governed by and construed in accordance with the laws of the State of Utah.

EXECUTED as of the date first above written.

TOOELE COUNTY:


By: James A. Welch
Tooele County Manager

**MOUNTAIN LAND PHYSICAL
THERAPY & REHABILITATION:**


By: Rick Lybbert
President/CEO

APPROVED AS TO FORM:


Colin Winchester
Deputy County Attorney

ATTEST:


Marilyn K. Gillette
Tooele County Clerk

