

COMMERCIAL LEASE AGREEMENT

Landlord: GSB Investments LLC

Tenant: Tooele County

Premises: 27 South Main Street, Tooele, Utah 84074

LEASE AGREEMENT dated September 15, 2023, by and between GSB Investments LLC (“Landlord”), and Tooele County, a political subdivision of the State of Utah (“Tenant”).

1. **Premises.** Landlord hereby leases to Tenant premises located at 27 South Main Street, Tooele, Utah 84074, AKA 17 South Main Street, Tooele, Utah 84074, AKA 24 East Vine Street, Tooele, Utah 84074 and all covered parking spots located in the parking lot to the east of the property.
2. **Term.** The lease term shall be a month-to-month lease, starting September 15, 2023, and renewing the 1st of each month unless terminated as indicated below.
 - 2.1 **Termination.** Tenant or Landlord may terminate this lease at any time upon thirty (30) days notice to the other party.
3. **Use of Premises.**
 - 3.1 **Permitted Uses.** Tenant is authorized to use the premises as shop for storing chemicals that control weeds. Tenant shall conduct its operations upon the premises in compliance with all pertinent laws and ordinances of all federal, state and local governments.
 - 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, or any part thereof, by Landlord or others who have a right to use any portion thereof.
 - 3.3 **Restricted Activities.** Tenant shall not use the premises for purposes other than those stated in Section 3.1 above.
4. **Rent.** Tenant shall pay to Landlord the sum of \$3000 per month on the first day of each month.
 - 4.1 **First Month’s Rent.** Upon execution of this lease, Tenant shall pay \$3000 to Landlord for October 2023’s rent, plus \$1500 for the proration of September 2023’s rent.
 - 4.2 **Late Fees.** Any rent payment paid after the 10th day of the month is late and Tenant shall pay a late fee in the amount of \$50.
 - 4.3 **Proration.** Upon notice of termination, any rent owed for a partial month shall be

prorated for the partial month.

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. **Insurance and Indemnification.**
 - 6.1 **Insurance.** Tenant's personal property is not insured by Landlord for either damage or loss, and Landlord assumes no liability for any such loss. Tenant currently maintains insurance and has added Landlord as an additional insured and Tenant will provide Landlord with a certificate of insurance.
 - 6.2 **Indemnification.** Tenant shall indemnify and hold Landlord harmless from and against any and all liability arising out of or related to Tenant's acts and omissions, whether negligent or intentional.
7. **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 ten (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.
8. **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 condition of the premises at the commencement of the lease.
9. **Utilities.** Tenant shall be responsible for all payment of utilities that Tenant uses on the premises.
10. **Landlord Maintenance and Improvements.** Landlord shall be solely responsible, at Landlord's sole cost and expense, for maintaining or causing to be maintained the premises and all portions thereof.
11. **Tenant Maintenance and Improvements.**
 - 11.1 **Routine Cleaning.** Tenant shall ensure that the premises are kept clean and free from trash, debris and environmental hazards.
 - 11.2 **Tenant Improvements.** Tenant shall obtain written permission from Landlord before making any significant improvement to the property:
 - 11.3 **Notice of Damage.** Tenant shall promptly notify Landlord of any damage or

other situation that may significantly interfere with the normal use of the premises.

12. **Assignment and Subletting.** Tenant shall not assign this lease or any interest herein and shall not sublet the whole or any portion of the premises, without the prior written consent of Landlord, which 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.

13. **Default.**

13.1 **Events of Default.** Tenant shall be in default upon the expiration of ten (10) days (five (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.

13.2 **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.

13.3 **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.

14. **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 rules and regulations as they may be modified from time to time.

15. **Notices.**

15.1 **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: GSB Investments LLC
1375 Country Oak Lane
Draper, UT 84020
Email: _____

Tenant: Tooele County Manager
47 South Main Street
Tooele, Utah 84074
Email: andy.welch@tooeleco.org

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

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

16. **Miscellaneous.**

16.1 **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.

16.2 **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.

16.3 **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.

16.4 **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.


16.5 **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.

16.6 **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.

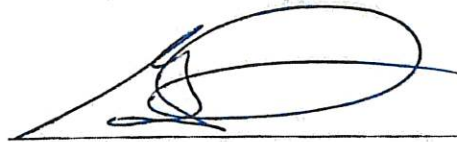
- 16.7 **No Other Agreements.** The terms set forth in this lease are intended by the parties as a final expression of their agreement with respect to such terms and may not be contradicted or supplemented by evidence of any prior agreement or of any contemporaneous oral agreement.
- 16.8 **Amendment.** This lease may only be amended or modified by writing signed by the parties.
- 16.9 **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.
- 16.10 **Governing Law.** This lease shall be governed by and construed in accordance with the laws of the State of Utah.
- 16.11 **Multiple Tenants.** All Tenants who execute this lease are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this lease.

EXECUTED as of the date first above written.

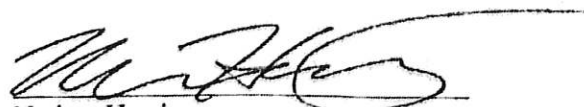
TOOELE COUNTY:


By: James A. Welch
Tooele County Manager

GSB INVESTMENTS, LLC:


By:
Title: *CFO*

APPROVED AS TO FORM:


Nathan Harris
Deputy County Attorney