

**STATE OF UTAH  
DEPARTMENT OF GOVERNMENT OPERATIONS  
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT**

**CONTRACT NO. 89-1597  
AMENDMENT No. 10**

**TO BE ATTACHED TO AND MADE A PART OF** the above numbered contract by and between **SAN JUAN COUNTY**, hereinafter called "**LESSOR**", and the **STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT**, for and in behalf of the Department of Public Safety, Utah Highway Patrol, hereinafter called "**LESSEE**."

**W I T N E S S E T H**

**THAT WHEREAS**, LESSOR and LESSEE have heretofore entered into that certain Lease Agreement (Contract No. 89-1597) for 300 square feet of office space in the facility located at 217 South 100 East in Monticello, Utah, which Lease Agreement commenced July 1, 1989, and was partially amended by Amendments No. 1, 2, 3, 4, 5, 6, 7, 8, and No. 9 which expires on June 30, 2024; and

**WHEREAS**, LESSEE and LESSOR do now desire to renew the subject Lease Agreement for an additional five (5) year renewal or extended term; and

**NOW THEREFORE**, for and in consideration of the mutual covenants, conditions, and agreements herein contained, and other good and valuable considerations, it is covenanted and agreed between the parties that the aforesaid Lease Agreement be modified and amended as follows:

**PARAGRAPH 1. RENEWAL OR EXTENDED TERM**

1.1 The Lease Agreement is hereby renewed and extended for an additional term of five (5) years which term shall commence July 1, 2024, and shall expire June 30, 2029, and shall continue thereafter on a month-to-month rental basis, if option to renew is not exercised by LESSEE as provided for in Paragraph 2 of this Lease Amendment No. 10, until terminated by either party by giving thirty (30) days advance written notice to the other party.

**PARAGRAPH 2. OPTION TO RENEW**

2.1 LESSOR covenants with LESSEE that LESSOR shall, at LESSEE'S option, again grant and lease to LESSEE at the expiration of the lease term, the Premises pursuant to the provisions of this Lease for and during the term of five (5) years thereafter, with a like covenant for future renewals of the Lease as is contained in this Amendment No. 10, and on the same terms and conditions. The Renewal Option rent shall be \$242.00 per month for the entire term. LESSEE shall notify LESSOR in writing at least sixty (60) days prior to the expiration of this renewal term if said option is to be exercised.



2.2 To exercise an option hereunder, LESSEE must give LESSOR written notice of its desire to extend the Lease Agreement an additional term at least sixty (60) days prior to the end of the then lease term. Failure to timely exercise an option shall revoke and terminate any right to exercise options for successive periods.

**PARAGRAPH 3. CONSIDERATION**

3.1 For the renewal or extended period beginning July 1, 2024 and ending June 30, 2029 the rentals payable by LESSEE to LESSOR for the 300 square feet of storage space shall be based on a rental rate of \$9.19 per square foot per year as shown on the rental schedule below:

**RENTAL SCHEDULE**

	FISCAL YEAR	MONTHLY PAYMENT	FULL PAYMENT
YEAR 1	7/1/2024 - 6/30/25	\$230.00	\$2,760.00
YEAR 2	7/1/2025 - 6/30/26	\$230.00	\$2,760.00
YEAR 3	7/1/2026 - 6/30/27	\$230.00	\$2,760.00
YEAR 4	7/1/2027 - 6/30/28	\$230.00	\$2,760.00
YEAR 5	7/1/2028 - 6/30/29	\$230.00	\$2,760.00
TOTAL			\$13,800.00

**ALL OTHER COVENANTS, TERMS, AND CONDITIONS** of the subject Lease Agreement are not modified by this Lease Amendment No. 10 and are to remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto sign and cause this Lease Amendment No. 10 to be executed.

**LESSEE**  
**STATE OF UTAH**

**LESSOR**  
**SAN JUAN COUNTY**


\_\_\_\_\_  
Lee Fairbourn Date  
Real Estate Manager  
Division of Facilities  
Construction and Management

\_\_\_\_\_  
By: Mack McDonald Date  
Its: County Administrator




Approved by:

ATTEST: (Seal)

  
\_\_\_\_\_  
Jess Anderson (Mar 26, 2024 15:42 MDT) 3/26/2024  
Jess L. Anderson Date  
Commissioner  
Department of Public Safety

\_\_\_\_\_  
By: Lyman Duncan Date  
Its: Clerk/Auditor

  
\_\_\_\_\_  
Michael Rapich (Mar 26, 2024 14:33 MDT) 3/26/2024  
Mike Rapich Date  
Colonel  
Utah Highway Patrol  
Department of Public Safety

  
\_\_\_\_\_  
Joseph Brown 3/26/2024 Date  
Director, Administrative Services  
Department of Public Safety

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Processed by Utah Division of Finance