

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

**CONTRACT NO. 991277  
AMENDMENT NO. 7**

**TO BE ATTACHED TO AND MADE A PART OF** the above numbered contract by and between SAN JUAN COUNTY, hereinafter called "LANDLORD," and the STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter referred to as "TENANT" for the use of the Utah Department of Corrections, Division of Adult Probation and Parole, hereinafter referred to as the "OCCUPYING AGENCY".

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

**THAT WHEREAS,** LANDLORD and TENANT have heretofore entered into that certain Lease Agreement (**Contract No.991277**) for **196** square feet of office space in the facility located at **297 South Main Street, Monticello, Utah,** which Lease Agreement commenced **October 1, 1998,** and was partially amended by Amendments Nos. **1, 2, 3, 4, 5 and 6,** which Lease Agreement currently expires **June 30, 2024;** and

**WHEREAS,** TENANT and LANDLORD are mutually desirous to renew the subject Lease Agreement for an additional **five (5) years** 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    This 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 TENANT as provided for in Paragraph 3 of this Lease Amendment No. **7,** until terminated by either party by giving thirty (30) days advance written notice to the other party.

**PARAGRAPH 2.    CONSIDERATION**

2.1    For the renewal or extended period beginning **July 1, 2024,** and ending **June 30, 2029,** the sum of the annual rentals shall be payable by Tenant to Landlord for the **196** square feet of office space according to the following table. Tenant shall pay such annual rentals in twelve equal monthly installments, each on the first day of every month each year during the term hereof

unless Tenant elects to pay rent yearly pursuant to section 2.2, in which event Tenant shall pay rent for the entire year on the first day of the year for which Tenant makes such election.

Period Begins	Period Ends	Rent/SF/Yr.	Monthly Rent	Annual Rent
1-Jul-2024	30-Jun-2025	\$9.19	\$150.00	\$1,800.00
1-Jul-2025	30-Jun-2026	\$9.19	\$150.00	\$1,800.00
1-Jul-2026	30-Jun-2027	\$9.19	\$150.00	\$1,800.00
1-Jul-2027	30-Jun-2028	\$9.19	\$150.00	\$1,800.00
1-Jul-2028	30-Jun-2029	\$9.19	\$150.00	\$1,800.00

Total: **\$9,000.00**

2.2 TENANT may make lease payments either monthly or yearly in the sole discretion of the Tenant and there is no representation that Tenant will choose to do one in lieu of the other at any time. In the event this Lease Agreement is terminated prior to the expiration of any lease year that the rental payments are made in advance, Landlord shall promptly refund to Tenant any unearned prepaid rentals.

### **PARAGRAPH 3. OPTION TO RENEW**

3.1 Tenant is hereby granted two (2) five-year options to renew and extend the term of the original Lease.

3.2 All options to renew may be made in the sole discretion of the Tenant and there is no representation that Tenant will exercise any option.

3.3 A renewal option may be exercised by Tenant by sending written notice to the Landlord, by U.S. Mail, or by email with a confirming response, indicating the exercising of the renewal option, at least 120 calendar days prior to the date on which the subject renewal option period would commence. If sent by email, a confirming email from the Landlord at least 120 calendar days prior to the date on which the subject renewal period would commence, shall be evidence that the email was properly sent.

3.4 The first renewal option, if exercised by Tenant, will commence **July 1, 2029**, and end on **June 30, 2034**. The monthly rent will be **\$ 158.00** per month throughout this complete term.

The second renewal option, if exercised by Tenant, will commence **July 1, 2034**, and end on **June 30, 2039**. The monthly rent will be **\$ 166.00** per month throughout this complete term.

3.5 All other terms and conditions of the original Lease will remain in full force and effect.



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Date

Director  
Adult Probation and Parole  
Department of Corrections

APPROVED:

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Utah Division of Finance