

STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

**CONTRACT NO. 93-2619
AMENDMENT NO. 5**

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between **ROOSEVELT CITY CORPORATION**, a political subdivision of the State of Utah, whose principal place of business is 255 South State Street in Roosevelt, Utah, hereinafter referred to as "LESSOR", and the **STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT** hereinafter referred to as the "LESSEE" for the use of the Utah Department of Corrections, Division of Adult Probation and Parole, hereinafter referred to as the "Occupying Agency".

WITNESSETH

THAT WHEREAS, LESSOR and LESSEE have heretofore entered into that certain Lease Agreement (Contract No. **93-3619**) for **1,920** square feet of office space in the facility located at **300 South State Street, Roosevelt, UT 84066**, which Lease Agreement commenced **March 1, 1993**, and was partially amended by Amendments Nos. **1 through 4 inclusive**, which Amendment No. **4** currently expires **June 30, 2017**; and

WHEREAS, LESSOR and LESSEE are mutually desirous to renew the subject Lease Agreement for an additional **five (5)** years renewal or extended term; and

WHEREAS, LESSEE has developed new standard lease language in all standard leases involving LESSEE, which is added herein under Paragraph 2.

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, 2017**, and shall expire **June 30, 2022**, 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. 5, until terminated by either party by giving thirty (30) days advance written notice to the other party.

PARAGRAPH 2. OPTION TO RENEW

2.1 LESSEE is hereby granted one (1) five-year option to renew and extend the term of the original Lease.

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

2.3 A renewal option may be exercised by LESSEE by sending written notice to the LESSOR, 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. The written notice shall be sent to the last known physical address or email address made available to LESSEE by LESSOR in the original Lease or as otherwise specified and delivered in writing to the LESSEE by the LESSOR at least 180 calendar days before the subject renewal option period would commence. If sent by email, a confirming email from the LESSOR 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.

2.4 The first renewal option, if exercised by LESSEE, will commence July 1, 2022, and end on June 30, 2027. The monthly rent will be \$2,240.00.00 per month throughout this complete term.

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

PARAGRAPH 2. CONSIDERATION

2.1 For the renewal or extended period beginning **July 1, 2017**, and ending **June 30, 2022**, the sum of the annual base rentals shall be payable by the Occupying Agency to LESSOR for the **1,920** square feet of office space according to the following table. The Occupying Agency shall pay such annual base rentals in twelve equal monthly installments, each on the first day of every month each year during the term hereof. If the day upon which the term of the Lease shall commence is other than the Commencement Date above, then the rentals shall be apportioned accordingly.

Period Begins	Period Ends	Rent/SF/Yr	Monthly Rent	Annual Rent
1-Jul-2017	30-Jun-2018	\$13.00	\$2,080.00	\$24,960.00
1-Jul-2018	30-Jun-2019	\$13.00	\$2,080.00	\$24,960.00
1-Jul-2019	30-Jun-2020	\$13.00	\$2,080.00	\$24,960.00
1-Jul-2020	30-Jun-2021	\$13.00	\$2,080.00	\$24,960.00
1-Jul-2021	30-Jun-2022	\$13.00	\$2,080.00	\$24,960.00

\$124,800.00

PARAGRAPH 3. OPTION TO RENEW

3.1 LESSEE is hereby granted one (1) five-year option 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 LESSEE and there is no representation that LESSEE will exercise any option.

3.3 A renewal option may be exercised by LESSEE by sending written notice to the LESSOR, 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. The written notice shall be sent to the last known physical address or email address made available to LESSEE by LESSOR in the original Lease or as otherwise specified and delivered in writing to the LESSEE by the LESSOR at least 180 calendar days before the subject renewal option period would commence. If sent by email, a confirming email from the LESSOR 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 LESSEE, will commence July 1, 2022, and end on June 30, 2027. The monthly rent will be \$2,240.00 per month throughout this complete term.

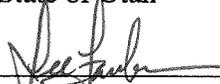
3.5 All other terms and conditions of the original Lease will remain in full force and effect.

All other covenants, terms and conditions of the subject Lease Agreement not modified by this Lease Amendment No. 5 will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto sign and cause this Lease Amendment No. 5 to be executed.

LESSEE
State of Utah

LESSOR
ROOSEVELT CITY



Lee Fairbourn Date
10/12/16
Real Estate and Debt Manager
Division of Facilities Construction
and Management

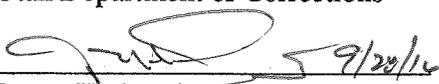
Vaun Ryan Date
Chair



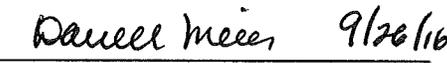
Rollin Cook Date
9/30/16
Executive Director
Utah Department of Corrections

ATTEST:

Carolyn Wilcken Date
City Recorder



James Hudspeth Date
9/29/16
Director, Division of Adult Probation and Parole
Utah Department of Corrections



Darrell O. Meier Date
9/26/16
Manager, Budget and Accounting
Utah Department of Corrections

APPROVED: RECEIVED AND
CONTRACT PROCESSED BY
DIVISION OF FINANCE
OCT 17 2016

Utah Division of Finance Date
10/14/16



