

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

CONTRACT NO. 97-1749  
AMENDMENT NO. 4

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between TOOELE 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. 97-1749) for 754 square feet of office space in the facility located at Wendover Boulevard and 9<sup>th</sup> Street, Wendover, Utah, which Lease Agreement commenced January 1, 1997, and was partially amended by Amendment No. 1, No. 2 and No. 3 which expired on June 30, 2011 and has been continuing on a month-to-month basis; and

WHEREAS, LESSEE and LESSOR do now desire to renew the subject Lease Agreement for an additional three 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 three years which term shall commence July 1, 2011, and shall expire June 30, 2014, 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. 4, 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 three (3) years thereafter, with a like covenant for future renewals of the Lease as is contained in this Amendment No. 4, and on the same terms and conditions, except as to the annual rentals, which rentals shall be determined by negotiation between the parties. 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.

2.3 The parties have sixty (60) days after LESSOR receives the option notice in which to agree on the base rentals during the extended or renewal term. If the parties agree on the base rentals for the extended or renewal term during that period, they shall immediately execute an amendment to this Lease stating the base rentals.

2.4 If the parties are unable to agree on the base rentals for the extended or renewal term within the specified period, the option notice shall be of no effect and this Lease shall expire at the end of the then term. Neither party to this Lease shall have the right to have a court or other third party set the base rentals.

**PARAGRAPH 3. CONSIDERATION**

3.1 In consideration of granting this Amendment, the rentals payable by LESSEE to LESSOR for the 754 square feet of office space shall be paid as shown on the following schedule:

**RENTAL SCHEDULE**

	<b>FISCAL YEAR</b>	<b>PRICE PER SQUARE FOOT</b>	<b>MONTHLY PAYMENT</b>	<b>FULL PAYMENT</b>
<b>YEAR 1</b>	<b>7/1/2011 – 6/30/2012 (12 Months)</b>	<b>\$11.50</b>	<b>\$722.58</b>	<b>\$8,671.00</b>
<b>YEAR 2</b>	<b>7/1/2012 – 6/30/2013 (12 Months)</b>	<b>\$11.50</b>	<b>\$722.58</b>	<b>\$8,671.00</b>
<b>YEAR 3</b>	<b>7/1/2013 – 6/30/2014 (12 Months)</b>	<b>\$11.50</b>	<b>\$722.58</b>	<b>\$8,671.00</b>
<b>TOTAL</b>				<b>\$26,013.00</b>

**ALL OTHER COVENANTS, TERMS, AND CONDITIONS** of the subject Lease Agreement are not modified by this Lease Amendment No. 4 and are to remain in full force and effect.

