

AMENDMENT TO INTERLOCAL COOPERATIVE LEASE AGREEMENT

THIS AMENDMENT TO INTERLOCAL COOPERATIVE LEASE AGREEMENT (“Amendment”) is made and entered into effective July 1, 2026, by and between the North Tooele Fire Protection Service District, a Utah special district (“Landlord”), and City of Erda, a Utah municipality (“Tenant”).

RECITALS

A. Landlord and Tenant previously entered into that certain Interlocal Cooperative Lease Agreement dated June 21, 2023 (the “Original Lease”), pursuant to which Landlord leased to Tenant the Erda Fire Station, located at 2163 W. Erda Way, Erda, Utah (the “Premises”).

B. The parties extended the Original Lease pursuant to a renewal or extension agreement executed in or about June 2025, which extended the Lease Term through June 30, 2026; Tenant remains in possession of the Premises following such extension.

C. The parties desire to amend the Original Lease to renew and continue the leasing relationship and to establish a new Lease Term, subject to the revised terms set forth in this Amendment.

D. The Original Lease is attached hereto as Exhibit A and incorporated herein by this reference.

AGREEMENT

Now therefore, in consideration of the Premises, the mutual covenants and promises herein set forth, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Term.** Section 2.1 of the Original Lease is hereby amended and restated in its entirety to read as follows: The term of this Lease (the “Lease Term”) shall commence on July 1, 2026, and shall terminate at 11:59:59 p.m. on June 30, 2027. Thereafter, the Lease shall automatically renew for successive one (1) year terms unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the then-current term.

2. **Rent.** Section 3.1 of the Original Lease is hereby amended to provide that, beginning as of the effective date of this Amendment, Tenant shall pay to Landlord as monthly rent for the Premises in the amount of Four Hundred Seventy-Five Dollars

(\$475.00) per month. All other terms relating to the timing and manner of payment of rent shall remain unchanged.

3. **Miscellaneous.**

a. **Ratification.** Except as expressly modified by this Amendment, all terms, covenants, and provisions of the Original Lease shall remain unchanged and in full force and effect and are hereby ratified and confirmed.

b. **Conflict.** In the event of any conflict between the terms of this Amendment and the Original Lease, the terms of this Amendment shall control.

c. **Incorporation.** The Original Lease is incorporated herein by this reference as though fully set forth.

d. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.

e. **Authority.** Each individual executing this Amendment does thereby represent and warrant that he or she has been duly authorized to execute and deliver this Amendment in the capacity and for the entity indicated.

IN WITNESS WHEREOF, Landlord, by resolution duly adopted by its board, and Tenant, by resolution duly adopted by its council, have caused this Amendment to be executed as of the day and year first above written.

(Signatures appear on following page)

LANDLORD:

North Tooele Fire Protection Service District

By: _____

Its: _____

ATTEST:

District Clerk

REVIEWED BY ATTORNEY

Attorney for District

TENANT:

Erda City

By: _____

Its: _____

ATTEST:

City Recorder

REVIEWED BY ATTORNEY

Attorney for City

Exhibit A
Original Interlocal Cooperative Lease Agreement