

**STATE OF UTAH  
ADMINISTRATIVE OFFICE OF THE COURTS  
CONTRACT NO. 96-1535  
AMENDMENT NO. 2**

**TO BE ATTACHED TO AND MADE A PART OF** the above numbered contract by and between San Juan County, a political subdivision of the State of Utah, whose principle place of business is 117 S Main, Monticello, Utah 84535; hereinafter called "LESSOR," and the Utah State Courts, Administrative Office of the Courts for and in behalf of the Seventh District Courts, hereinafter called "LESSEE."

**WITNESSETH**

**THAT WHEREAS,** LESSOR and LESSEE have heretofore entered into that certain Lease Agreement (Contract No. 96-1535) for 3,206 square feet located at 297 S Main St., Monticello, Utah 84535, which currently expires June 30, 2025; and

**WHEREAS,** LESSOR and LESSEE have agreed to extend the term of the Contract through June 30, 2028 (3) year term on a year to year lease: and

**WHEREAS,** LESSOR and LESSEE have agreed to continue the current rental rate through the new 3 year term; and amend the contract and rent amount if extra square footage is added to the Court's leased space through a future facility remodel by the County prior to June 30, 2028; 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:

**SECTION 1. CONTRACT TERM**

- a. LESSOR and LESSEE hereby agree to modify the term of this Contract which commenced on July 1, 1995 and expires on June 30, 2025, to continue through June 30, 2028.
- b. LESSOR and LESSEE hereby agree the Sublease shall continue thereafter on a month to month rental basis if option to renew is not exercised by LESSEE as provided for in Section 2 of this Amendment No. 2. The Contract will remain in full force and effect on a month to month basis until terminated by either party by giving sixty (60) days advance written notice to the other party.

**SECTION 2. OPTION TO RENEW**

- a. LESSOR covenants with LESSEE that LESSOR may agree to extend or renew this agreement beyond June 30, 2028 upon such terms and conditions as are mutually agreeable.

- b. To extend or renew this agreement, LESSEE must give LESSOR written notice of its desire to extend the Contract an additional term at least sixty (60) days prior to the end of the then lease term

### **SECTION 3. RENTAL SCHEDULE**

For the period beginning July 1, 2025, and ending June 30, 2028 LESSEE shall pay to LESSOR rent in accordance with the schedule attached hereto and made part of this lease agreement as Exhibit "A":

All other covenants, terms, and conditions of the subject Contract, as amended, are not modified by this Amendment No. 2 and are to remain in full force and effect.

### **SECTION 4. EARLY TERMINATION RIGHT**

LESSEE shall have the right to terminate the lease at any time before the contract term expires with six (6) months advanced written notice to the LESSOR.

**IN WITNESS WHEREOF**, the parties hereto sign and cause this Contract Amendment No. 1 to be executed.

LESSEE  
State of Utah

LESSOR  
San Juan County

\_\_\_\_\_  
Neira Siaperas Date  
Deputy Court Administrator

\_\_\_\_\_  
Date  
County Commission Chair

\_\_\_\_\_  
Karl Sweeney Date  
Finance Director

\_\_\_\_\_  
Date  
County Clerk

Approved:

\_\_\_\_\_  
Keisa Williams Date  
AOC General Counsel

\_\_\_\_\_  
Utah Division of Finance Date

Seventh District Court  
San Juan County, Monticello  
96-1535 Amendment 2

## **EXHIBIT A**

### **PAYMENT SCHEDULE**

Payment Schedule: Monticello 96-1535 #2			
<b>Fiscal Year Payments</b>	<b>Leased SF</b>	<b>Annual Rate</b>	<b>Net Annual Payment</b>
<b>FY26</b>	3,206	\$ 9.19	\$ 29,463.14
<b>FY27</b>	3,206	\$ 9.19	\$ 29,463.14
<b>FY28</b>	3,206	\$ 9.19	\$ 29,463.14
<b>Total</b>			\$ 88,389.42