

## 3047 BRIW ROAD LEASE

### SECOND AMENDMENT TO LEASE AGREEMENT #325-L1511

**THIS SECOND AMENDMENT** to Lease Agreement #325-L1511 (FENIX #619) dated January 27, 2015 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “Lessee”) and Wesley L. & Gertrude B. Wilkinson Revocable Trust, Barry J. Wilkinson Revocable Family Trust, Jane C. Wilkinson Trust, and Cindy W. Seip Separate Property Trust, now operating as WLW Wilkinson Partners LLC (hereinafter referred to as “Lessor”):

#### R E C I T A L S

**WHEREAS**, Lessor has been engaged by County to provide rental of certain property known as 3047 Briw Road, Placerville, California 95667 (“Premises”), pursuant to Lease Agreement #325-L1511, dated January 27, 2015, and Amendment I to Agreement #325-L1511, dated September 11, 2018, incorporated herein and made by reference a part hereof (herein after referred to as “Lease”);

**WHEREAS**, on November 13, 2020 Lessor notified Lessee that certain assets of Lessor were transferred into WLW Wilkinson Partners LLC effective December 3, 2020;

**WHEREAS**, effective December 3, 2020 by operation of this transaction, WLW Wilkinson Partners LLC will assume all the obligations, covenants, and conditions, and/or liabilities of Lessor under the terms and conditions of the Lease and the amendments thereto, and;

**WHEREAS**, WLW Wilkinson Partners LLC acknowledges and agrees that all existing indemnity and insurance obligations of Lessor will remain in full force and effect for the duration of Lease, as amended, and as thereafter required by the Lease; and

**WHEREAS**, the parties hereto desire to amend the Agreement to change all references from Wesley L. & Gertrude B. Wilkinson Revocable Trust, Barry J. Wilkinson Revocable Family Trust, Jane C. Wilkinson Trust, and Cindy W. Seip Separate Property Trust to WLW Wilkinson Partners LLC;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Lessor mutually agree to amend the terms of the Lease Agreement in this Second Amendment to Lease Agreement #325-L1511 on the following terms and conditions:

- I. The parties do hereby agree to the assignment of the Lease to WLW Wilkinson Partners LLC effective upon full execution of this Amendment and that effective December 3, 2020, WLW Wilkinson Partners LLC assumes all duties, covenants, and obligations of Wesley L. & Gertrude B. Wilkinson Revocable Trust, Barry J. Wilkinson Revocable Family Trust, Jane C. Wilkinson Trust, and Cindy W. Seip Separate Property Trust under the Lease, as amended, in accordance with all of the terms and conditions as defined in the Lease; and that Wesley L. & Gertrude B. Wilkinson Revocable Trust, Barry J. Wilkinson Revocable Family Trust, Jane C. Wilkinson Trust, and Cindy W. Seip Separate Property Trust shall remain liable for all obligations, covenants, conditions and/or liabilities related to the Premises prior to December 3, 2020 and that WLW Wilkinson Partners LLC further agrees that all indemnity and insurance obligations shall remain in full forces and effect for the Lease of Premises, as stated herein above.


**II. SECTION 1: BASIC LEASE PROVISIONS, 1.2, of the Agreement is amended to read as follows:**

|     |         |   |   |
|-----|---------|---|---|
| 1.2 | Lessor. | <b><u>Name:</u></b><br><br><b><u>Address for Notices<br/>And Payments</u></b> | WLW Wilkinson Partners LLC<br>P.O. Box 992<br>Placerville, CA 95667<br><br>Barry Wilkinson<br>P.O. Box 992<br>Placerville, Ca 95667 |
|-----|---------|---|---|


**III.** All references to Wesley L. & Gertrude B. Wilkinson Revocable Trust, Barry J. Wilkinson Revocable Family Trust, Jane C. Wilkinson Trust, and Cindy W. Seip Separate Property Trust are substituted with WLW Wilkinson Partners LLC.

Except as herein amended, all other parts and sections of Lease Agreement and First Amendment to Lease Agreement #325-L1511, as amended, shall remain unchanged and in full force and effect.

**DEPARTMENT HEAD CONCURRENCE**

By:   
 Name: Don Semon  
 Title: Health & Human Agency Director  
 Date: 1-11-21

**LEASE ADMINISTRATOR**

By:   
Russell Fackrell (Jan 19, 2021 08:11 PST)  
 Name: Russell Fackrell  
 Title: Facilities Manager  
 Date: 01/19/2021

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Lease Agreement #325-L1511 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: Michele Weimer  
Michele Weimer (Jan 19, 2021 16:11 PST)

Purchasing Agent  
"Lessee"

Date: 01/19/2021

-- LESSOR --

**WESLEY L. & GERTRUDE B. WILKINSON REVOCABLE TRUST**

By: Barry J. Wilkinson Trustee  
Wesley Wilkinson, Trustor and Trustee

Date: 1-11-21

**BARRY J. WILKINSON REVOCABLE FAMILY TRUST**

By: Barry J. Wilkinson Trustee  
Barry J. Wilkinson, Trustor and Trustee

Date: 1-11-21

**JANE C. WILKINSON TRUST**

By: Jane C. Wilkinson Settlor & Trustee  
Jane C. Wilkinson, Settlor and Trustee

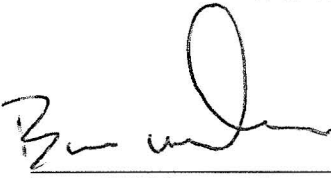
Date: 1-11-2021

**CINDY W. SEIP SEPARATE PROPERTY TRUST**

By: Cindy W. Seip, Settlor and Trustee  
Cindy W. Seip, Settlor and Trustee

Date: 11-Jan-2021

--WLW WILKINSON PARTNERS LLC--

By:  manager  
Barry Wilkinson, Manager

Date: 1-11-21










# Amendment II to Agreement #325-L1511 (FENIX 619)

Final Audit Report

2021-01-20

|                 |  |
|-----------------|--|
| Created:        | 2021-01-13                                   |
| By:             | Kristen Germond (kristen.germond@edcgov.us)  |
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## "Amendment II to Agreement #325-L1511 (FENIX 619)" History

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 Document e-signed by Michele Weimer (michele.weimer@edcgov.us)

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 Agreement completed.

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