

ORIGINAL

AMENDMENT II TO LEASE #159-L1011

THIS AMENDMENT II to lease #159-L1011, dated October 6, 2009 (the "Lease"), by and between **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter referred to as "Lessee," and **EMERALD BAY PROPERTIES, LLC**, hereinafter called "Lessor", is hereby amended as follows:

WHEREAS, on October 6, 2009, a lease agreement ("Lease") was entered into between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter called ("Lessee"), and **EMERALD BAY PROPERTIES, LLC** ("Lessor") for that certain real property known as: **924 Emerald Bay Road, South Lake Tahoe, CA 96150** (Premises); and

WHEREAS, on March 23, 2010 (Amendment I) Lessee, County of El Dorado, notified Lessor, of the intent to correct **SECTION 3, PAYMENT A.** of the aforementioned Lease Agreement 159-L1011, to whom payments are made; and

WHEREAS, the parties need to amend the Lease Agreement 159-L1011, to correct, **SECTION 13, UTILITIES (b)** to change who shall obtain and pay for Gas/electric utility invoices; and

NOW THEREFORE, it is mutually agreed as follows:

1. **Section 13, UTILITIES (b)** is hereby amended as follows:

b. Gas and/or electric utilities shall be obtained and paid for by Lessor; Lessee shall reimburse to Lessor within thirty days (30) days of receipt of itemized invoice provided by the Lessor.

Except as herein amended, all other terms of said Lease Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

LESSOR: EMERALD BAY PROPERTIES, LLC

Dated: 9/14/2010

Signed: *Ross Groelz*
Ross Groelz

Dated: 9/13/10

Signed: *Doris Groelz*
Doris Groelz

COUNTY OF EL DORADO

Dated: _____

Signed: _____

_____, Chair
Board of Supervisors
"El Dorado County"

Attest:
Suzanne Allen de Sanchez, Clerk of the
Board of Supervisors

By: _____

Dated: _____