

ORIGINAL

COUNTY OF EL DORADO

LEASE #494-L1411 (#3199)

AMENDMENT I

THIS AMENDMENT I to Lease Agreement #494-L1411 dated April 1, 2014 (the "Lease") by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California (hereinafter referred to as "Lessee") and **MARK SMITH AND IRENE B. SMITH doing business as BUFFALO HILL CENTER** (hereinafter referred to as "Lessor", is hereby amended as follows:

WHEREAS, on April 1, 2014, a lease agreement ("Lease") was entered into between Lessee and Lessor for that certain property known as 6101 Front Street, Suite 4, Georgetown, California 95634 ("Premises"); and

WHEREAS, on January 23, 2018 Lessor notified Lessee certain assets of Mark Smith and Irene B. Smith doing business as Buffalo Hill Center were acquired by L-Marshall, LLC effective February 1, 2018, including the Lease; and

WHEREAS, Buffalo Hill Center will remain liable for all obligations, covenants, and conditions, and/or liabilities related to the Premises prior to February 1, 2018 under the terms and conditions of the Lease, as approved by the Board of Supervisors and executed on April 1, 2014, incorporated herein and made by reference a part hereof; and

WHEREAS, effective February 1, 2018 by operation of this transaction, L-Marshall, LLC will assume all the obligations, covenants, and conditions, and/or liabilities of Lessee under the terms and conditions of the Lease and the amendments thereto, and;

WHEREAS, L-Marshall, LLC acknowledges and agrees that all existing indemnity and insurance obligations of Lessee will remain in full force and effect for the duration of Lease #494-L1411, as thereafter required by the Lease.

NOW, THEREFORE, the parties agree to the assignment of the Lease from Mark Smith and Irene B. Smith doing business as Buffalo Hill Center, to L-Marshall, LLC effective upon full execution of this amendment; and that effective February 1, 2018, L-Marshall, LLC assumes all duties, covenants and obligations of Mark Smith and Irene B. Smith doing business as Buffalo Hill Center, under the Lease, as amended, in accordance with all terms and conditions as defined in the Lease; and that Mark Smith and Irene B. Smith doing business as Buffalo Hill Center, shall remain liable, for all obligations, covenants, conditions and/or liabilities related to the Premises prior to February 1, 2018, and that L-Marshall, LLC further agrees that all indemnity and insurance obligations shall remain in

full force and effect for the Lease of Premises, as stated herein above. Additionally, the parties do hereby agree that Lease #494-L1411 shall be amended a first time to read as follows:

A. All references in the Lease to Mark Smith and Irene B. Smith doing business as Buffalo Hill Center are substituted with L-Marshall LLC.

B. **SECTION 3: PAYMENT – the following section is hereby amended in its entirety and replaced with the following:**

Lessee agrees to pay Lessor as rent the sum of one dollar (\$1.00) per year. Payments shall be made to the order of L-Marshall, LLC at the address provided in Paragraph 19, NOTICES hereof, or to such other persons or place as Lessor may from time to time designate in writing. Lessor shall notify Lessee in writing of such designation in accordance with Paragraph 19. Said notice shall become part of this lease as an addendum upon acknowledgement in writing by the County Lease Administrator, and no further amendment of the Lease shall be necessary provided the designation does not conflict with any other provisions of this Lease.

C. **SECTION 19: NOTICES – the following section is hereby amended in its entirety and replaced with the following:**

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party, Lessor or Lessee, to whom it is directed or any managing employee of such party or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to:

Lessor: L-Marshall, LLC
4702 Marshall Road
Garden Valley, CA 95633
Attn: Shane M. Leshner
Telephone: (916) 869-0009

Lessee: County of El Dorado
Facilities Management Division
3000 Fairlane Court
Placerville, CA 95667
Attn: Russ Fackrell, Facilities Manager
Telephone: (530) 621-7596

Either party, Lessor or Lessee, may change its address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

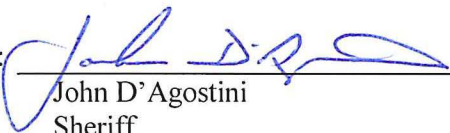
Except as herein amended, all other parts and section of Lease Agreement #494-L1411 shall remain unchanged and in full force and effect.

CONTRACT ADMINISTRATOR:

By: 
Russell Fackrell
Facilities Manager
Chief Administrative Office

Dated: 8/7/18

DEPARTMENT CONCURRENCE:

By: 
John D'Agostini
Sheriff

Dated: 8/8/18

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IN WITNESS WHEREOF, the parties hereto have executed this Lease agreement on the dates indicated below.

-- LESSEE: COUNTY OF EL DORADO --

By: , Chair
Board of Supervisors
Dated: 8/14/2018

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors


By: 
Deputy Clerk
Dated: 8/14/2018

-- LESSOR: L-MARSHALL, LLC --

By: 
Shane Michael Lesher, Manager
Dated: 7-26-18

-- LESSOR: BUFFALO HILL CENTER --

By: 
Irene B. Smith
Dated: 7-11-18

By: 
Dave Palm
Dated: 7-11-18