

# ORIGINAL

## EDH Waterfront, LLC

### SEVENTH AMENDMENT TO LEASE AGREEMENT #198-L1011

**THIS Seventh AMENDMENT** to that Lease Agreement #198-L1011 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Lessee"), and EDH Waterfront, LLC, a limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 4364 Town Center Boulevard, Suite 310, El Dorado Hills, California 95762 (hereinafter referred to as "Lessor");

#### RECITALS

**WHEREAS**, Lessee and Lessor entered into Lease Agreement #198-L1011 dated May 15, 2010; the First Amendment dated April 23, 2013; the Second Amendment dated April 29, 2014; the Third Amendment dated March 24, 2015; the Fourth Amendment dated April 11, 2017; the Fifth Amendment dated August 28, 2018; and the Sixth Amendment dated April 2, 2019 (hereinafter referred to as "Lease") for that certain real property known as 4355 Town Center Boulevard, Suite 113, El Dorado Hills, California that is incorporated herein and made a part hereof by this reference;

**WHEREAS**, the Town Center Management Group notified the County on July 31, 2020 of the intent to change property management groups, the Payee and to add language allowing for the Lessor to change the Payee in the future without requiring Board approval by notifying the County in writing amending 3. Payment;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, Lessee and Lessor mutually agree to amend the terms of the Lease in this Seventh Amendment as follows:

**I. Section 3. Payment, the last two sentences in Section 3 are hereby amended to read as follows:**

Effective August 1, 2020 Expense reimbursements will be paid to EDH Waterfront, LLC, c/o Town Center Management Group, 4364 Town Center Boulevard Suite #310, El Dorado Hills, California 95762 or to such other persons or place as the Lessor may from time to time designate in writing. Lessor shall notify the County in writing of such designation in accordance with the notice provision in Section 21. Said notice shall become part of this Lease Agreement upon acknowledgement in writing by the County Contract Administrator, and no further amendment of the Lease Agreement shall be necessary provided that such designation does not conflict with any other provisions of this Lease. Said Operating Expenses are due and payable the first day of each month.


Except as herein amended, all other parts and sections of Lease Agreement #198-L1011 shall remain unchanged and in full force and effect.

DEPARTMENT CONCURRENCE:

By:   
\_\_\_\_\_  
John D' Agostini, Sheriff-Corner  
Public Administrator

Dated: 10/1/20

LEASE ADMINISTRATOR:

By:   
\_\_\_\_\_  
Russell Fackrell, Facilities Division Manager  
Chief Administrative Office

Dated: 9/28/20

**IN WITNESS WHEREOF**, the parties hereto have executed this Seventh Amendment to Lease #198-L1011 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By:   
Board of Supervisors  
"Lessee"

Dated: 10/20/2020

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 10/20/2020

**-- EDH WATERFRONT, LLC --**

By: The Mansour Company, a California corporation  
a general partner Town Center East, L.P.,  
a California limited partnership,  
Sole Member of EDH Waterfront, LLC

By:  Sr.  
Anthony Mansour Sr.  
Chief Executive Officer  
"Lessor"

Dated: 9/21/2020