

COUNTY OF EL DORADO

AMENDMENT IV TO LEASE #448-L0811

1323 and 1337 Broadway, Placerville, California

THIS AMENDMENT IV to Lease Agreement #448-L0811, dated November 27, 2007 (the "Lease") by and between **BROADWAY PLAZA, A PARTNERSHIP OF JUDITH E. PUTHUFF AND WALDRON FAMILY PARTNERSHIP**, hereinafter referred to as "Lessor," and the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter referred to as "Lessee", is hereby amended as follows:

WHEREAS, on November 27, 2007 a lease agreement ("Lease") was entered into between Lessee and Lessor for that certain real property known as **1319 and 1323 and 1337, Placerville, CA 95667**; and

WHEREAS, on March 10, 2009 (Amendment I) Lessee, County of El Dorado, notified Lessor of the intent to amend the aforementioned Lease Agreement #448-L0811 to reduce the lease payments; and

WHEREAS, on September 29, 2009 (Amendment II) Lessee, County of El Dorado, notified Lessor of the intent to vacate 1319 Broadway of the aforementioned Lease Agreement #448-L0811, yet continue to lease 1323 & 1337 Broadway, thereby reducing the square footage to 6,020 and reducing the lease payment; and

WHEREAS, on September 29, 2009 (Amendment II) Lessee, County of El Dorado, notified Lessor of the intent to correct and change the actual start date of the aforementioned Lease Agreement #448-L0811 to May 1, 2008 ending on April 30, 2013, and to correct the Option for Additional Terms to reflect April 30, 2013, as the expiration date of the first five (5) year term; and

WHEREAS, on April 23, 2013 (Amendment III) Lessee, County of El Dorado, notified Lessor of the intent to extend the term of the agreement for one (1) additional two (2) year period hereby amending Section 4 to reflect April 30, 2015 as the new expiration date, to change the address for notices to the Chief Administrative Office, Facilities Division, and to update the Lease Administrator to Russell Fackrell, Facilities Manager, Chief Administrative Office, Facilities Division hereby amending Sections 22 and 31 respectively; and

WHEREAS, on February 26, 2015 Lessee, County of El Dorado, notified Lessor of the intent to exercise first two (2) year option period hereby amending Section 4 to reflect April 30, 2017 as the new expiration date; and

WHEREAS, on May 20, 2016 Lessor notified Lessee certain assets of Broadway Plaza, a partnership of Judith E. Puthuff and Waldron Family Partnership were acquired by Barber Auto Mall Properties, LP effective August 9, 2016, including the Lease; and

WHEREAS, Broadway Plaza, a partnership of Judith E. Puthuff and Waldron Family Partnership will remain liable for all obligations, covenants, and conditions, and/or liabilities related to the Premises prior to August 9, 2016 under the terms and conditions of the Lease, as approved by the Board of Supervisors and executed on November 7, 2007, Amendment I dated March 10, 2009 Amendment II dated September 29, 2009, and Amendment III dated April 23, 2013, all incorporated herein and made by reference a part hereof; and

WHEREAS, effective August 9, 2016 by operation of this transaction, Barber Auto Mall Properties, LP 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, Barber Auto Mall Properties, LP acknowledges and agrees that all existing indemnity and insurance obligations of Lessee will remain in full force and effect for the duration of Lease #448-L0811, Amendment I, Amendment II, and Amendment III, as thereafter required by the Lease; and

NOW, THEREFORE, the parties agree to the assignment of the Lease from Broadway Plaza, a partnership of Judith E. Puthuff and Waldron Family Partnership to Barber Auto Mall Properties, LP effective upon full execution of this amendment; and that effective August 9, 2016, Barber Auto Mall Properties, LP assumes all duties, covenants and obligations of Broadway Plaza, a partnership of Judith E. Puthuff and Waldron Family Partnership, under the Lease, as amended, in accordance with all terms and conditions as defined in the Lease; and that Broadway Plaza, a partnership of Judith E. Puthuff and Waldron Family Partnership, shall remain liable, for all obligations, covenants, conditions and/or liabilities related to the Premises prior to August 9, 2016, and that Barber Auto Mall Properties, LP 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 #448-L0811 shall be amended a fourth time to read as follows:

A. All references in the Lease to Broadway Plaza, a partnership of Judith E. Puthuff and Waldron Family Partnership are substituted with Barber Auto Mall Properties LP.

B. **SECTION 2: TERM** is hereby amended to extend the term of said Lease for an additional two (2) year period. The new expiration date shall be April 30, 2017, subject however to earlier termination, as more particularly provided in Paragraph 20 of the Lease.

C. **SECTION 22: NOTICES – the following section is hereby amended in its entirety and replaced with the following:**

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

Lessor:

Name: **Barber Auto Mall Properties, LP**

Address for Notices: Attn: Ron Barber
2855 Auto Mall Parkway
Fairfield, CA 94533

With a copy to:
Tem Commercial
Attn: Peter McQuillen
7533 D Green Valley Road
Placerville, CA 94667

Name for Payments: **Barber Auto Mall Properties, LP**

Address for Payments: 7533 D Green Valley Road
Placerville, CA 95667

Lessee:

Name: County of El Dorado

Address for Notices: Chief Administrative Office/Facilities Division
Attn: Russell Fackrell
3000 Fairlane Court, Suite One
Placerville, CA 95667

Rent shall be made payable to the Lessor at the address provided in this Section 22 or to such other persons or place as Lessor may from time to time designate in writing. In addition, either party, Lessor or Lessee, may change its address for purposes of this paragraph by giving written notice of the change to other party in the manner provided in this Section 22. Notice of either change shall become part of this Lease upon acknowledgment in writing by the County

Lease Administrator, and no further amendment of the Lease shall be necessary provided that such designation does not conflict with any other provisions of this Lease.

Except as herein amended, all other parts and section of Lease Agreement #448-L0811 shall remain unchanged and in full force and effect.

CONTRACT ADMINISTRATOR CONCURRENCE:

By: _____
Name: Russell Fackrell
Title: Facility Manager, Chief Administrative Office

Date: _____

DEPARTMENT HEAD CONCURRENCE

By: _____
Name: John D. Agostini
Title: Sheriff-Coroner, Public Administrator

Date: _____

//

//

//

//

//

//

//

//

//

//

//

IN WITNESS WHEREOF, the parties hereto have executed this Amendment IV to Lease #448-L0811 on the dates indicated below.

"Lessee":

COUNTY OF EL DORADO

By: _____

Name:

Title: Chair, Board of Supervisors

Date: _____

Attest:

James Mitrisin, Clerk of the Board of Supervisors

By: _____

Date: _____

"Lessor":

BARBER AUTO MALL PROPERTIES, LP

By: _____

Name: Ronald L. Barber

Title: Manager

Barber Fairfield Management Company, LLC

Date: 9/15/16

BROADWAY PLAZA, A PARTNERSHIP OF JUDITH E. PUTHUFF AND WALDRON FAMILY PARTNERSHIP

By: _____

Name: Judith E. Puthuff

Title: Partner

Date: 9/26/16