

ORIGINAL

COUNTY OF EL DORADO AMENDMENT II TO LEASE # 304-L0711

THIS AMENDMENT II to lease #304-L0711, dated December 12, 2006 (the "Lease"), by and between **JEFFREY SMITH**, hereinafter referred to as "Lessor," and the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter called "Lessee", is hereby amended as follows:

WHEREAS, on December 12, 2006, a lease agreement ("Lease") was entered into between the **COUNTY OF EL DORADO**, a political subdivision of the State of California ("Lessee") and **JEFFREY SMITH**, ("Lessor"), for that certain real property known as: **511 Placerville Drive, Placerville, CA 95667** (Premises); and

WHEREAS, on December 9, 2008, (Amendment I) Lessee, County of El Dorado, notified Lessor, of the intent to convert the aforementioned Lease Agreement #304-L0711 to a 6 month tenancy with the option to continue to lease this space for an additional six (6) months upon approval of conditional use permit; and

WHEREAS, on January 1, 2010, Lessee, County of El Dorado, notified Lessor, of the intent to exercise the option to extend the aforementioned Lease Agreement #304-L0711 for an additional one (1) year term and the expiration date to be December 31, 2010; and

WHEREAS, Lessee, County of El Dorado, has notified Lessor, of the intent to amend the aforementioned Lease Agreement 304-L0711 to make correction to the sections in Amendment I, to reduce the lease payments, extend the term and eliminate the annual increase; and

NOW THEREFORE, it is mutually agreed as follows:

1. AMENDMENT I, SECTION NUMBERS to be corrected as follows:

Item – 1. Change to: **Section 3, PAYMENT**

Item - 2. Change to: **Section 2, TERM**

2. Section 3: PAYMENT is hereby amended as follows:

Lessee agrees to pay to Lessor as rent the sum of Seven Thousand Dollars (\$7,000.00) per month commencing January 1, 2011 such rent shall be payable each and every month thereafter. Rent shall be fixed at that amount unless otherwise amended by the parties. Rent shall be paid to the order of: **Jeffrey Smith, 911 46th Street, Sacramento, CA 95819.**

3. Section 2: TERM is hereby amended to extend the term of said lease for three (3) years commencing January 1, 2011 and end on December 31, 2013, subject, however to earlier termination as hereinafter more particularly provided in Paragraph 20 of the Lease.

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

DEPARTMENT CONCURRENCE:

Dated: _____

Signed: _____

**Neda West, Director
Health Services Department**

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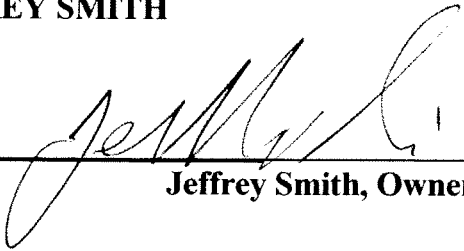
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

LESSOR: JEFFREY SMITH

Dated: 11/3/10

Signed: 
Jeffrey Smith, Owner

LESSEE: COUNTY OF EL DORADO

Dated: _____

Signed: _____, Chair

Board of Supervisors

Attest:

**Suzanne Allen De Sanchez, Clerk of the
Board of Supervisors**

Dated: _____

By: _____