

AMENDMENT II TO LEASE #379-L0211

This Amendment II to Lease #379-L0211, dated March 19, 2002 as amended, 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, a limited liability company, hereinafter referred to as "Lessor" is hereby amended as follows:

WHEREAS, Lessee and Lessor have agreed to amend the Lease, revising the description of the premises to be occupied by Lessee, reducing the rent amount, and extending the term.

NOW THEREFORE, it is mutually agreed that Lease #379-L0211 shall be amended as follows:

1. PREMISES

For the period of April 15, 2012 through September 30, 2012, Lessor shall continue to lease to Lessee and Lessee shall continue to lease from Lessor, for and in consideration of the rents, covenants, and agreement hereinafter set forth, the Premises on the upper level of 924 Emerald Bay Road, South Lake Tahoe, CA 96150, as described in the original lease, consisting of 6,000 square feet of improved office space together with use of the common parking areas with other tenants of the building.

Effective October 1, 2012, Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor, the premises described as 3,024 square feet of improved office space on the lower level of 924 Emerald Bay Road, South Lake Tahoe, CA 96150, together with use of the common parking areas with other tenants of the building.

2. PAYMENT

For the period of April 15, 2012 through September 30, 2012, Lessee agrees to pay to Lessor as rent the sum of Nine Thousand Dollars (\$9,000) per month. After September 30, 2012, Lessee shall pay rent on a pro rata basis until the premises on the upper level are surrendered in accordance with Section 10. **MAINTENANCE AND REPAIRS.**

For the period of October 1, 2012 through September 30, 2014, Lessee agrees to pay to Lessor as rent the sum of Four Thousand Five Hundred Thirty Six Dollars (\$4,536) per month.

Rent shall be paid to the order of: Emerald Bay Properties, LLC, 2074 Lake Tahoe Blvd., Suite 4, South Lake Tahoe, CA 96150.

3. **TERM**

The term of this Lease as amended shall be for the period of April 15, 2002 through September 30, 2014, unless terminated earlier in accordance with Section 20. **NON-APPROPRIATION.**

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

DEPARTMENT CONCURRENCE:

By: Kimberly Kerr Dated: 3/21/12
Kimberly Kerr
Interim Director of Transportation

IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Lease #379-L0211 on the dates set forth below.

COUNTY OF EL DORADO

Dated: _____


By: _____

Chairman
Board of Supervisors
"Lessee"

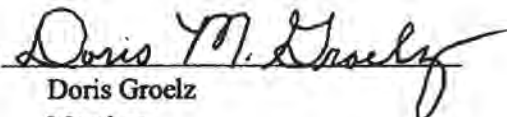
ATTEST:
Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

EMERALD BAY PROPERTIES LLC

By: 
Ross Groelz
Member
"Lessor"

Dated: March 19, 2012

By: 
Doris Groelz
Member
"Lessor"

Dated: 3-19-2012