

COUNTY OF EL DORADO

AMENDMENT III TO LEASE # 304-L0711

THIS AMENDMENT III 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, hereafter referred to as "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 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 the space for an additional six (6) months upon approval of conditional use permit; and

WHEREAS, on December 14, 2010 (Amendment II), Lessee notified Lessor of the intent to exercise the option to extend the aforementioned Lease Agreement #304-L0711 for an additional one (1) year term, expiring December 31, 2013; and

WHEREAS, Lessee has notified Lessor of the intent to amend the aforementioned Lease Agreement #304-L0711 to extend the Term and revise Notices and Lease Administration.

NOW THEREFORE, it is mutually agreed as follows:

1. **Section 2: TERM** is hereby amended to extend the term of said lease for nine (9) months commencing January 1, 2014 through September 30, 2014. On October 1, 2014, the term of this lease shall continue on a month to month basis with either Lessee or Lessor having the right to terminate by notifying the other party 60 days in advance of termination date.

2. **Section 22: NOTICES** is hereby amended in its entirety to read as follows:

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 services, when deposited in the United States mail, first-class postage prepaid, addressed to:

Lessor: Jeffrey Smith
911 46th Street
Sacramento, CA 95819
(916) 455-8655

Lessee: County of El Dorado
Chief Administrative Office
Facilities Division
3000 Fairlane Court, Suite 100
Placerville, CA 95667
Attn: Fussell Fackrell, Facilities Manager
(530) 621-5890

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.

3. **Section 31. LEASE ADMINISTRATION** is hereby amended in its entirety to read as follows:

The County officer or employee with the responsibility for administering this Lease is Russell Fackrell, Facilities Manager, Chief Administrative Office.

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

CONTRACT ADMINISTRATOR:

Dated:

11/25/13


Signed:




Russell Fackrell, Facilities Manager
Chief Administrative Office
Facilities Division

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Lease Agreement #304-L0711 on the dates indicated below.


LESSOR: JEFFREY SMITH

Dated: 11/22/13 Signed: 
Jeffery Smith, Owner

LESSEE: COUNTY OF EL DORADO

Dated: 12/17/13 Signed: 
Chair
Board of Supervisors

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

Dated: 12/17/13 Signed: 
Deputy Clerk