

COUNTY OF EL DORADO
AMENDMENT II TO LEASE # 505-L1111
ANIMAL SERVICES BUSINESS OFFICES

THIS AMENDMENT II to Lease #505-L1111, dated May 24, 2011 (the "Lease"), by and between **ROBERT EARL OLSON AND MARTHA WADDELL OLSON, TRUSTEES OF THE ROBERT EARL OLSON AND MARTHA WADDELL OLSON FAMILY TRUST, DATED JANUARY 13, 1998**, 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 May 24, 2011, a lease agreement ("Lease") was entered into between the **COUNTY OF EL DORADO**, a political subdivision of the State of California ("Lessee") and **ROBERT EARL OLSON AND MARTHA WADDELL OLSON, TRUSTEES OF THE ROBERT EARL OLSON AND MARTHA WADDELL OLSON FAMILY TRUST, DATED JANUARY 13, 1998**, ("Lessor"), for that certain real property known as: 415 Placerville Drive Suites M & N, Placerville, CA 95667 ("Premises"); and

WHEREAS, on September 27, 2011 parties agreed to Amendment I to the Lease to change the rent payment remittance address; and

WHEREAS, Lessee has notified Lessor of the intent to amend the aforementioned Lease Agreement #505-L1111 to add additional space, extend the term, revise base rent, insurance, notices and lease administration.

NOW THEREFORE, it is mutually agreed as follows:

1. Section 1: PREMISES is hereby amended in its entirety to read as follows:

Lessor hereby leases to Lessee and lessee hereby leases from Lessor, for and in consideration of the rents, covenants and agreements hereinafter set forth, the "Premises" described as follows:

415 Placerville Drive Suites M & N
Access to Data Closet, Break Room and Bathroom
(located in adjoining Suites J, K, L)

As shown in Exhibit "A", incorporated here and made a part hereof.

The Premises consists of approximately 1620 square feet of improved office space together with the use of common parking areas with other tenants of the building.

2. Section 2: TERM is hereby amended to add as follows:

Effective January 1, 2014, the term of this lease shall continue on a month to month basis with Lessee notifying Lessor 30 days in advance of termination date.

3. Section 3. BASE RENT is hereby amended in its entirety to read as follows:

Lessee agrees to pay to Lessor as rent the sum of \$1,658.55 per month payable on the first day of each and every month commencing on January 1, 2014. The Base Rent shall be paid in advance on the first day of each month. Rent shall be paid to the order of: **Select Property Management at 4062 Flying C Road, Cameron Park, CA 95682, Attention: Derrin Storm.**

4. Subsection A of Section 7: INSURANCE is amended in its entirety to read as follows:

A. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

5. 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: Martha Waddell Olson
c/o Select Property Management
4062 Flying C Road
Cameron Park, CA 95682
Attn: Derrin Storm
(530) 672-5488

Lessee: County of El Dorado
Chief Administrative Office
Facilities Division
3000 Fairlane Court, Suite 100
Placerville, CA 95667
Attn: Russell 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.

6. Section 30. LEASE ADMINISTRATION is hereby amended in its entirety to read as follows:

The County officer of 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.

DEPARTMENT CONCURRENCE:

Dated: _____ Signed: _____
Donald Ashton
Interim Director
Health & Human Services Agency

CONTRACT ADMINISTRATOR:

Dated: _____ Signed: _____
Russell Fackrell, Facilities Manager
Chief Administrative Office
Facilities Division

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Lease Agreement #505-L1111 on the dates indicated below.

**LESSOR: ROBERT EARL OLSON AND MARTHA WADDELL OLSON,
TRUSTEES OF THE ROBERT EARL OLSON AND MARTHA
WADDELL OLSON FAMILY TRUST, DATED JANUARY 13, 1998**

Dated: _____ Signed: _____
Martha Waddell Olson, Trustee
Sole Survivor of the Trust

LESSEE: COUNTY OF EL DORADO

Dated: _____ Signed: _____
Chair
Board of Supervisors

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

Dated: _____ Signed: _____
Deputy Clerk

