

LEASE #611-L1311

Amendment III

3974 Durock Road, Shingle Springs
Probation Department

THIS AMENDMENT III to Lease #611-L1311, dated June 7, 2016 (“Lease”) by and between Durock Road, LLC (“Lessor”) and the County of El Dorado (“Lessee”), a political subdivision of the State of California, and is hereby amended as follows:

WHEREAS, on November 6, 2007, Lease Agreement 309-L0811 was entered into between Lessor and Lessee for 10,346 square feet of office space located at 3974 Durock Road, Suites 205, 206, 207, 208, 209, 210 and 211, Shingle Springs, CA 95862 for use by the El Dorado County Probation Department; and

WHEREAS, on August 1, 2013 Lease Agreement 611-L1311 was entered into between Lessor and Lessee to continue use of the existing office space and to add an additional new lease space in Suites 201, 202, 203, and 204 of the building, consisting of approximately 4,124 square feet, to be occupied by the Community Corrections Center and separately funded through special revenue funds; and

WHEREAS, Lease Agreement 611-L1311 was amended on September 30, 2014 to correct the street address and modify the lease terms for the space in the building designated as Area #3 (Amendment I); and

WHEREAS, Lease Agreement 611-L1311 was amended on October 21, 2014 to extend the time for Lessor’s reimbursement to Lessee of its share of the tenant improvement costs (Amendment II); and

WHEREAS, on April 8, 2016 Lessor notified Lessee certain assets of Durock Road LLC were acquired by El Dorado Foothills, LLC effective March 18, 2016, including the Lease; and

WHEREAS, Durock Road LLC will remain liable for all obligations, covenants, and conditions, and/or liabilities related to the Premises prior to March 18, 2016 under the terms and conditions of the Lease, as approved by the Board of Supervisors and executed on July 30, 2013, Amendment I dated September 30, 2014, and Amendment II dated December 11, 2014, all incorporated herein and made by reference a part hereof; and

WHEREAS, effective March 18, 2016 by operation of this transaction, El Dorado Foothills, LLC 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, El Dorado Foothills, LLC acknowledges and agrees that all existing indemnity and insurance obligations of Lessee will remain in full force and effect for the duration of Lease #611-L1311, Amendment I, and Amendment II, and as thereafter required by the Lease; and

NOW, THEREFORE, the parties agree to the assignment of the Lease from Durock Road LLC to El Dorado Foothills, LLC effective upon full execution of this amendment; and that effective March 18, 2016 El Dorado Foothills, LLC assumes all duties, covenants and obligations of Durock Road LLC, under the Lease, as amended, in accordance with all terms and conditions as defined in the Lease; and that Durock Road LLC, shall remain liable, for all obligations, covenants, conditions and/or liabilities related to the Premises prior to March 18, 2016, and that El Dorado Foothills, LLC 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 #611-L1311 shall be amended a third time to read as follows:

SECTION 1: BASIC LEASE PROVISIONS – the following section is hereby amended in its entirety and replaced with the following:

1.2	<u>Lessor:</u>	<u>Name:</u> El Dorado Foothills, LLC	
		<u>Address for Notices:</u>	Attn: Robert L. Beyer 1134 Firth Way El Dorado Hills, CA 95762 With a copy to: El Dorado Foothills, LLC c/o JADE Properties 11460 Sunrise Gold Circle, Unit F Rancho Cordova, CA 95742 (916) 852-1200
		<u>Name for Payments:</u>	JADE Properties
		<u>Address for Payments:</u>	El Dorado Foothills, LLC c/o JADE Properties 11460 Sunrise Gold Circle, Unit F Rancho Cordova, CA 95742
Rent shall be made payable to the Lessor at the address provided in this Section 1.2 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 1.2. 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.			

All references in the Lease to Durock Road LLC are substituted with El Dorado Foothills, LLC.

Except as herein amended, all other parts and section of Lease Agreement #611-L1311 shall remain unchanged and in full force and effect.

CONTRACT ADMINISTRATOR CONCURRENCE:

By: _____
 Name: Russell Fackrell
 Title: Facility Manager
 Date: _____

DEPARTMENT HEAD CONCURRENCE

By: _____
 Name: Brian Richart
 Title: Chief Probation Officer
 Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this Amendment III to Lease 611-L1311 on the dates indicated below.

“Lessee”:

COUNTY OF EL DORADO

By: _____

Name:

Title: Chair, Board of Supervisors

Date: _____

Attest:

James Mitrison, Clerk of the Board of Supervisors

By: _____

Date: _____

“Lessor”:

EL DORADO FOOTHILLS, LLC

By: _____

Name: Robert L. Beyer

Title: Managing Member

Date: _____

DURROCK ROAD, LLC

By: _____

Name: Nello Olivo

Title: Managing Member

Date: _____