

THIS AMENDMENT II to lease #131-L0311, dated August 13, 2002 (the "Lease"), by and between **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter referred to as "Lessee," and the **RAYMOND C. AND PATRICIA J. PRESGRAVE**, hereinafter called "Lessor", is hereby amended as follows:

WHEREAS, on August 13, 2002, a lease agreement ("Lease") was entered into between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter called ("Lessee"), and **Raymond C. & Patricia J. Presgrave** ("Lessor") for that certain real property know as: **630 Main Street, Placerville, CA. 95667** (Premises); and

WHEREAS, on August 16, 2005 (Amendment I) Lessee, County of El Dorado, notified Lessor, of the intent to amend the aforementioned Lease Agreement 131-L0311, to have the Public Defender assume the lease agreement; and

WHEREAS, Lessee, County of El Dorado, has notified Lessor, of the intent to amend Lease Agreement 131-L0311, the intent is to reduce the lease payments per month, change the term, change the option periods, and the annual increase shall be eliminated; and

NOW THEREFORE, it is mutually agreed as follows:

1. **Section 2: TERM** is hereby amended to extend the term of said lease for one year. The new expiration date shall be on December 31, 2010, subject, however to earlier termination as hereinafter more particularly provided in Paragraph 20 of the Lease.
2. **Section 3: PAYMENT** is hereby amended as follows:
Lessee agrees to pay to Lessor as rent the sum of Four Thousand Five Hundred Dollars (\$4,500.00) per month commencing January 1, 2010 or upon execution of this said lease by both parties and 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: **Raymond C. Presgrave and Patricia J. Presgrave at 3901 Newtown Road, Placerville, CA 95667**
3. **Section 4: OPTION FOR ADDITIONAL TERMS**, is hereby deleted in its entirety and amended as follows:

Lessor desires to lease the premises to Lessee for only one (1) year. Lessor shall notify Lessee in writing at least ninety (90) days prior to the expiration date of December 31, 2010, whether Lessor desires to continue to lease the premises to Lessee for an additional one (1) year term upon the same terms and conditions as those contained in the Lease, as amended, with the exception of rent, which shall be established by agreement of the parties. Should Lessee choose to exercise said option, it shall provide Lessor with written notice at least sixty (60) days prior to the expiration of the lease on December 31, 2010.

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


DEPARTMENT CONCURRENCE:

Dated: _____ **Signed:** _____
Rick Meyer, Public Defender

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

LESSOR

Dated: 11/13/09

Signed: 
Raymond C. Presgrave

Dated: 11/13/09

Signed: 
Patricia J. Presgrave

LESSEE

Dated: _____

Signed: _____
, Chairman
Board of Supervisors

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

By: _____

Dated: _____