

**COUNTY OF EL DORADO
AMENDMENT II TO LEASE AGREEMENT #046-L9611**

THIS AMENDMENT II to Lease Agreement #046-L9611, dated October 31, 1995 (the "Lease"), by and between **BRIW OFFICE INVESTORS**, a Partnership, hereinafter referred to as "Lessor," and the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter referred to as "Lessee", is hereby amended as follows:

WHEREAS, on October 31, 1995, a lease agreement ("Lease") was entered into between the **COUNTY OF EL DORADO** and **BRIW OFFICE INVESTORS**, for that certain real property known as: **3057 BRIW ROAD, PLACERVILLE, CA 95667**; and

WHEREAS, on March 15, 2005, Amendment I, Lessee, County of El Dorado, notified Lessor of the intent to amend said lease agreement to extend the term; and

WHEREAS, Lessee, County of El Dorado, has notified Lessor, of the intent to exercise the first option to extend the lease, amend the lease agreement eliminating the annual increase, request the Lessor to provide and pay for snow removal; and

NOW THEREFORE, it is mutually agreed as follows:

1. **PURSUANT TO AMENDMENT I, PARAGRAPH 3, OPTION FOR ADDITIONAL TERMS**, the County, hereby exercises the first option to extend the term for an additional one (1) year period to commence on January 1, 2011 and end on December 31, 2011, subject, however, to earlier termination as more particularly provided in Paragraph 29.
2. **PARAGRAPH 4, PAYMENT (B) & (C)** is hereby amended as follows:
 - B. Monthly installments of \$33,050.36 shall be payable on the first (1st) day of each and every month commencing January 1, 2011 and continuing monthly, thereafter, during the term of this lease.
 - C. The two (2%) percent annual increase shall be eliminated.

3. **PARAGRAPH 15, UTILITIES**, is hereby amended to add the following:

F. Snow removal shall be provided "as needed" and paid for by the Lessor.

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

DEPARTMENT CONCURRENCE:

Dated: _____

Signed: _____

**Daniel Nielson, Director
Department of Human Services**

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

LESSOR: BRIW OFFICE INVESTORS

Dated: _____

Signed: _____

James E. Carter

Dated: _____

Signed: _____

Terry J. Piland

LESSEE: COUNTY OF EL DORADO

Dated: _____

Signed: _____

, Chair

Board of Supervisors

ATTEST:

**Suzanne Allen de Sanchez, Clerk of the
Board of Supervisors**

By: _____

Dated: _____