

ORIGINAL

COUNTY OF EL DORADO AMENDMENT III TO LEASE # 056-L0511

THIS AMENDMENT III to lease #056-L0511, dated July 20, 2004 (the "Lease"), by and between **THE CASO TRUST**, hereinafter referred to as "Lessor," and the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter called "Lessee", is hereby amended as follows:

WHEREAS, on July 20, 2004 a lease agreement ("Lease") was entered into between the **COUNTY OF EL DORADO**, a political subdivision of the State of California ("Lessee") and **THE CASO TRUST**, ("Lessor"), for that certain real property know as: **550 Main Street, Suite J, Placerville, CA 95667** (Premises); and

WHEREAS, on September 28, 2004, (Amendment I) said lease was amended to correct the address to reflect Suite H and to replace the Addendum #2 with corrected language; and

WHEREAS, on September 1, 2007, Lessee exercised the first option to extend the aforementioned Lease Agreement #056-L0511 for an additional two (2) years; and

WHEREAS, on April 22, 2008, (Amendment II) said lease was amended to change the vesting of The Caso Trust dated September 20, 1990 to Lawrence Caso and Dianne Caso Revocable Trust and reflect where payments and notices are to be sent thereafter; and

WHEREAS, Lessee, County of El Dorado, has notified Lessor, of the intent to convert the aforementioned Lease Agreement #056-L0511 to a month to month tenancy and to delete Section 20, Non-Appropriation; and

NOW THEREFORE, it is mutually agreed as follows:

1. **SECTION 2, TERM**, is hereby amended to change the term of said lease as follows: The term of this lease shall be converted to a month to month tenancy commencing September 1, 2009, with a thirty (30) day written notification of termination.
2. **SECTION 4, OPTION FOR ADDITIONAL TERMS**, said above lease agreement is converted to a month to month tenancy effective September 1, 2009, and Lessee shall notify Lessor with a thirty (30) day written notification of intent to vacate premises. In the event the Lessor desires to terminate the tenancy, Lessor shall notify Lessee with a thirty (30) day written notification of intent to terminate the lease.

3. SECTION 20, NON-APPROPRIATION, is hereby amended to delete this section in its entirety.

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

DEPARTMENT CONCURRENCE:

Dated: _____

Signed: _____
Vern R. Pierson, District Attorney

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

LESSOR: LAWRENCE CASO AND DIANNE CASO REVOCABLE TRUST

Dated: 8/5/09

Signed: 
Lawrence A. Caso

Dated: Aug 5, 2009

Signed: 
Dianne E. Caso

LESSEE: COUNTY OF EL DORADO

Dated: _____

Signed: _____
, Chairman

Board of Supervisors

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

Dated: _____

By: _____
Deputy Clerk