

COUNTY OF EL DORADO
AMENDMENT I TO LEASE # 279-L1211

THIS AMENDMENT I to Lease #279-L1211, dated December 20, 2011 (the "Lease"), by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereafter referred to as "Lessee", and **RAYMOND C. AND PATRICIA J. PRESGRAVE**, hereinafter referred to as "Lessor," and is hereby amended as follows:

WHEREAS, on December 20, 2011, a lease agreement ("Lease") was entered into between the **COUNTY OF EL DORADO**, a political subdivision of the State of California ("Lessee") and **Raymond C. and Patricia J. Presgrave** ("Lessor"), for that certain real property known as: 630 Main Street, Placerville, CA 95667 ("Premises"); and

WHEREAS, Lessee has notified Lessor of the intent to amend the aforementioned Lease Agreement #279-L1211 to extend Term and revise Payment, Air-Conditioning and Heating, Notices, and Lease Administration.

NOW THEREFORE, it is mutually agreed as follows:

1. **Section 2: TERM** of this Lease is hereby amended to cover the period of January 1, 2012 through December 31, 2014. On January 1, 2015, the term of this lease shall be converted to month to month with Lessee notifying Lessor 30 days in advance of cancellation.
2. **Section 3: PAYMENT** is hereby amended in its entirety to read as follows:
Effective April 1, 2014, the monthly rent shall be **Five Thousand Nineteen Dollars and Sixty Cents (\$5,019.60)**. Rent shall be paid to the order of: **RAYMOND C. PRESGRAVE AND PATRICIA J. PRESGRAVE** at 3901 Newtown Road, Placerville, CA 95667.
3. **Section 15. AIR-CONDITIONING AND HEATING** is hereby amended in its entirety to read as follows:
Lessor has provided, and shall maintain, or cause to be maintained, in the building of which the Premises are a part, an air conditioning and heating system. Should either system breakdown and the Lessor does not repair the system within 48 hours of Lessee notifying Lessor of system breakdown, Lessee will have the system repaired and will deduct the cost of repairs from the next rental payment.

4. **Section 20. NON-APPROPRIATION/TERMINATION CLAUSE** is here by amended in its entirety to read as follows:

- a. Lessor acknowledges that Lessee's funding for this Lease is in large part dependent upon receipt of certain state, federal and other funds by Lessee. Lessee may terminate this lease upon sixty (60) days written notice to Lessor if funding is reduced, eliminated or made unavailable.
- b. Lessee or Lessor shall have the right to terminate this Lease for any reason upon ninety (90) days written notice.

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: Raymond C. Presgrave and Patricia J. Presgrave
3901 Newtown Road
Placerville, CA 95667
Home (530) 626-3544

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

Attention: Russell Fackrell, Facilities Manager
Telephone: (530) 621-7596


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.

3. **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, or successor.

Except as herein amended, all other terms of said Lease Agreement #279-L1211 shall remain unchanged and in full force and effect.

CONTRACT ADMINISTRATOR:

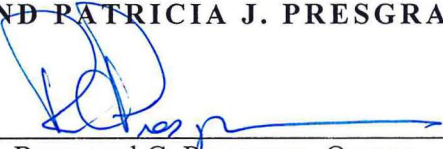
Dated: 2/25/14 Signed: 
Russell Fackrell
Facilities Manager, Chief Administrative Office


DEPARTMENT CONCURRENCE:

Dated: 2/27/14 Signed: 
Teri Monterosso
Public Defender

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease Agreement #279-L1211 on the dates indicated below.

LESSOR: RAYMOND C. AND PATRICIA J. PRESGRAVE

Dated: 2/19/2014 Signed: 
Raymond C. Presgrave, Owner

Dated: 2/19/2014 Signed: 
Patricia J. Presgrave, Owner

LESSEE: COUNTY OF EL DORADO

Dated: _____ Signed: _____, Chair
Board of Supervisors

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

Dated: _____ Signed: _____
Deputy Clerk