# COUNTY OF EL DORADO

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#### LEASE #201-L1411

# AMENDMENT II

This Amendment II to that Lease #201-L1411, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Lessee"), and EDH Waterfront, LLC, a California Limited Liability Company (hereinafter referred to as "Lessor").

# RECITALS

WHEREAS, Lessor has been engaged by Lessee under Lease #201-L1411 to lease the property located at 4359 Town Center Blvd., Suite 106, El Dorado Hills, CA 95762, consisting of 684 square feet of improved office space (hereinafter referred to as "Premises") in accordance with Lease #201-L1411 dated September 10, 2013 and Amendment I dated July 22, 2014, both incorporated herein and made by reference a part hereof; and

WHEREAS, Lessor has asked Lessee to relocate their suite effective December 16, 2015 and to update where Lessor receives payment, notices, and communications; and

WHEREAS, the parties hereto have determined and agreed to amend Section 1 – PREMISES, Section 3 – PAYMENT, and Section 19 - NOTICES.

**NOW, THEREFORE**, it is mutually agreed that Lease Agreement #201-L11411 shall be amended a second time as follows:

Section 1 – Premises is hereby amended in its entirety to read as follows:

#### 1. PREMISES

Effective December 16, 2015, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, for and in consideration of the rents, covenants and agreement hereinafter set forth, the property located at 4359 Town Center Blvd., Suite 114, El Dorado Hills, CA 95762, consisting of 750 square feet of improved office space (hereinafter referred to as "Premises").

#### Section 3 – Payment is hereby amended in its entirety to read as follows:

# 3. PAYMENT

Lessee agrees to pay Lessor as rent the sum of one thousand six hundred dollars (\$1,600.00) per month. Lessee shall reimburse Lessor for routine service to the HVAC system, to occur once in each four-month period, at the rate of sixty dollars (\$60) per service. Lessor shall provide a copy of the invoice for each service. All payments shall be made to the order of EDH Waterfront, LLC, and shall be remitted to EDH Waterfront, LLC c/o Athena Management at the address provided in paragraph 19, NOTICES hereof.

# Section 19 – Notices, the second paragraph related to Notice to Lessor, is hereby amended follows:

# **19. NOTICES**

All notices will be sent to the Lessor below: EDH Waterfront, LLC c/o Athena Management 4364 Town Center Blvd., Suite 212 El Dorado Hills, CA 95762 Attn: Property Manager (916) 933-6699

Except as herein amended, all other parts and sections of Lease #201-L1411shall remain unchanged and in full force and effect.

**Department Concurrence:** 

Mar By:

James S. Mitrisin Clerk of the Board of Supervisors

Dated: 12/15/15

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**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment to Lease #201-L1411 on the dates indicated below.

-- LESSEE --

By: rian K. Veerkand, Chair

Board of Supervisors

Dated: 12/13/15

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

Farland By: Deputy Clerk

Dated: 12/15/15

-- LESSOR --

EDH WATERFRONT, LLC A California Limited Liability Company

- By: Town Center East, LP, A California Limit Partnership Sole Member
- By: The Mansour Company A General Partner

n By Anthony Mansour Chief Executive Officer

Dated: 12/11/15

#201-L1411 - AMD II