### COUNTY OF EL DORADO

#### AMENDMENT II TO LEASE # 198-L1011

#### 4354 Town Center Blvd., Suite 112, El Dorado Hills, California

**THIS AMENDMENT II** to Lease Agreement #198-L1011 dated April 27, 2010 (the "Lease"), by and between **TOWN CENTER EAST, L.P.** a California limited partnership, The Mansour Company, a California corporation, its General partner, 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 a first time as follows:

WHEREAS, on April 27, 2010 a lease agreement ("Lease") was entered into between the COUNTY OF EL DORADO, a political subdivision of the State of California ("Lessee"), and TOWN CENTER EAST, L.P. a California limited partnership, The Mansour Company, a California corporation, its General Partner ("Lessor"), for that certain real property known as 4354 Town Center Blvd., Suite 112, El Dorado Hills, California that is incorporated herein and made a part hereof by this reference; and

**WHEREAS,** on February 7, 2013 (Exercise of Option) Lessee, County of El Dorado, notified Lessor of the intent to extend the aforementioned Lease Agreement 198-L1011 for an additional one (1) year term; and

WHEREAS, on April 23, 2013, County of El Dorado, amended aforementioned Lease Agreement 198-L1011; and

**NOW, THERFORE,** it is mutually agreed that Lease Agreement #198-L1010 shall be amended a second time as follows:

A. Paragraph 2, TERM, is hereby amended to extend the term of said lease for an additional one (1) year period. The new expiration date shall be April 30, 2015 subject however, to earlier termination as, hereinafter more particularly provided in Paragraph 19. 21

B. Paragraph 3, PAYMENTS is amended in its entirety to read as follows:

Effective May 1, 2014, Lessee agrees to pay Lessor as rent the sum of Zero Dollars (\$0.00) per month, plus a flat rate of \$825.00 per month for operating expenses. Expense reimbursements shall be paid to the order of: Town Center East, L.P., c/o Town Center Management Group, 4364 Town Center Blvd., Suite 212, El Dorado Hills, CA 95762. Said Operating Expenses are due and payable the first day of each month.

# C. Paragraph 21, NOTICES:

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All notices will be sent to the Lessor below:

Town Center East, L.P. c/o Town Center Management Group 4364 Town Center Blvd., Suite 212 El Dorado Hills, CA 95762 Attn: John Knight (916) 933-6699 ext 302

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

## **DEPARTMENT CONCURENCE:**

Dated: 4/22/14 Signed:-

John D'Agostini, Sheriff-Corner **Public Administrator** 

# LEASE ADMINISTRATOR:

Dated: \_\_\_\_\_\_

Signed:

Russell Fackrell, Facilities Manager Chief Administrative Office Facilities Division

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**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment I to Agreement 198-1011 the day and year first below written.

LESSOR: TOWN CENTER EAST, L.P., a California Limited Partnership

Dated: <u>49114</u>

Signed:

Anthony E. Mansour, CEO UnisAman Sour, The Mansour Company, a California President Corporation, its Co-General Partner

LESSEE: COUNTY OF EL DORADO

Dated: 4/29/14

Signed: Chair, Norma Sa,

Board of Supervisors

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

B Dated: Deputy Clerk