### COUNTY OF EL DORADO

### AMENDMENT III TO LEASE # 198-L1011

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

THIS AMENDMENT III 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 April 23, 2013 (Amendment I) and on April 29, 2014 (Amendment II), County of El Dorado, exercised the option to extend Lease Agreement 198-L1011 for each additional one year term.

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

A. Paragraph 2, TERM, is hereby amended to extend the term of said lease for an additional two (2) year period. The new expiration date shall be April 30, 2017 subject however, to earlier termination as, hereinafter more particularly provided in Paragraph 19.

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

Effective May 1, 2015, Lessee agrees to pay Lessor as rent the sum of Zero Dollars (\$0.00) per month, plus a flat rate of \$850.00 per month for operating expenses for the term of May 1, 2015 through April 30, 2016. Effective May 1, 2016, Lessee agrees to pay Lessor as rent the sum of Zero Dollars (\$0.00) per month, plus a flat rate of \$875.00 per month for operating expenses for the term of May 1, 2016 through April 30, 2017. Expense reimbursements shall be paid to the order of: Town Center East, L.P., c/o Athena Management, 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:

All notices will be sent to the Lessor below:

Town Center East, L.P. 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 terms of said Lease Agreement shall remain unchanged and in full force and effect.

## **DEPARTMENT CONCURENCE:**

Dated: 3/27/15

Signed: John D'Agostfni, Sheriff-Corner
Public Administrator

### LEASE ADMINISTRATOR:

Dated: 3/6/15 Signed: Russell Fackrell, Facilities Manager

Chief Administrative Office

**Facilities Division** 

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

LESSOR: TOWN CENTER EAST, L.P., a California Limited Partnership	
	Anthony E. Mansour, CEO The Mansour Company, a California Corporation, its Co-General Partner
LESSEE: COUNTY OF EL DORADO	
Dated: <u>3-24-15</u> Signed: _	Chair Brian K. Veer Kamp Board of Supervisors
ATTEST: James S. Mitrisin, Clerk of the Board of Supervisors	
By: Jaffreys Jafer Deputy Clerk	Dated: 3-24-15