

ORIGINAL

COUNTY OF EL DORADO

AMENDMENT V TO LEASE # 198-L1011 (#3280)

THIS AMENDMENT V 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 fifth time as follows:

WHEREAS, on May 15, 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) County of El Dorado exercised the option to extend Lease Agreement 198-L1011 for an additional one (1) year term, and updated County's Notices and Lease Administration paragraphs; and

WHEREAS, on April 29, 2014 (Amendment II) County of El Dorado exercised the option to extend Lease Agreement 198-L1011 for an additional one (1) year term, and updated Lessor's Payment and Notices paragraphs; and

WHEREAS, on March 24, 2015 (Amendment III) the term of Lease Agreement 198-L1011 was extended for an additional two (2) year term, and updated Lessor's Payment and Notices paragraphs; and

WHEREAS, on April 11, 2017 (Amendment IV) the term of the Lease Agreement 198-L1011 was extended for an additional two (2) year term, and updated Lessor's Payment paragraph; and

WHEREAS, effective July 25, 2018 by operation of this transaction, EDH Waterfront, LLC will assume all the obligations, covenants, and conditions, and/or liabilities of Lessor under the terms and conditions of the Lease and the amendments thereto, and;

WHEREAS, EDH Waterfront, LLC acknowledges and agrees that all existing indemnity and insurance obligations of Lessor will remain in full force and effect for the duration of Lease 198-L1011, as thereafter required by the Lease;and

WHEREAS, Lessor has requested Lessee to relocate their office space from 4354 Town Center Blvd, Suite 112 to 4355 Town Center Blvd, Suite 113 effective September 1, 2018.

NOW, THEREFORE, the parties agree to the assignment of the Lease from Town Center East, LP, to EDH Waterfront, LLC effective upon full execution of this amendment; and that effective July 25, 2018, EDH Waterfront, LLC assumes all duties, covenants and obligations of Town Center East, LP, under the Lease, as amended, in accordance with all the terms and conditions as defined in the Lease; and that Town Center East, LP, shall remain liable, for all obligations, covenants, conditions and/or liabilities related to the Premises prior to July 25, 2018, and that EDH Waterfront, LLC further agrees that all indemnity and insurance obligations shall remain in full force and effect for the Lease of Premises, as stated herein above. Additionally, the parties do hereby agree that Lease Agreement #198-L1010 shall be amended a fifth time as follows:

A. All references in the Lease to Town Center East, LP are substituted with EDH Waterfront LLC.

B. Paragraph 1, PREMISES is amended in its entirety to read as follows:

Effective September 1, 2018, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, for and in consideration of the rents, covenants and agreement hereafter set forth, the property located at 4355 Town Center Blvd., Suite 113, El Dorado Hills, CA 95762, consisting of 1,451 square feet of improved office space together with the use of one (1) designated parking space in front of Suite 113 and one (1) designated space at the rear of the building closest to Suite 113 (hereinafter referred to as Premises).

B. Paragraph 3, PAYMENTS is amended to add the following paragraph to the end of this section:

Effective July 25, 2018 Expense reimbursements shall be paid to the order of EDH Waterfront, LLC, c/o Athena Property 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 is amended to replace Lessor's notices in its entirety as follows:

EDH Waterfront, LLC
C/o Athena Property 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: 8/8/18 Signed: 
**John D'Agostini, Sheriff-Corner
Public Administrator**

LEASE ADMINISTRATOR:


Dated: 8/8/18 Signed: 
**Russell Fackrell, Facilities Manager
Chief Administrative Office
Facilities Division**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment V to Lease Agreement 198-1011 on the dates indicated below.

LESSOR: EDH WATERFRONT, LLC., a California Limited Liability Company

Dated: 8/6/18 Signed: 
Anthony Mansour
Chief Executive Officer, Mansour Company
A General Partner, Town Center East L.P.
The Sole Member of EDH Waterfront, LLC

LESSEE: COUNTY OF EL DORADO

Dated: 8/28/2018 Signed: 
Michael Ranallo, Chair
Board of Supervisors

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

By: 
Deputy Clerk Dated: 8/28/2018