## **ORIGINAL**

### COUNTY OF EL DORADO AMENDMENT II TO LEASE AGREEMENT #448-L0811

THIS AMENDMENT II to Lease Agreement #448-L0811, dated November 27, 2007 (the "Lease"), and by and between BROADWAY PLAZA, A PARTNERSHIP OF JUDITH E. PUTHUFF AND WALDRON FAMILY PARTNERSHIP, 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 as follows:

WHEREAS, on November 27, 2007, a lease agreement ("Lease") was entered into between the Lessee and Lessor, for that certain real property know as: 1319, 1323, & 1337 Broadway, Placerville, CA 95667 (Premises); and

WHEREAS, on March 10, 2009 (Amendment I) Lessee, County of El Dorado, notified Lessor, of the intent to amend the aforementioned Lease Agreement 448-L0811, to reduce the lease payments; and

WHEREAS, Lessee, has notified Lessor, of its intent to vacate 1319 Broadway of the aforementioned Lease Agreement #448-L0811, yet continue to lease 1323 & 1337 Broadway, therefore, reduces the square footage to 6,020 and reduces the lease payment; and

WHEREAS, Lessor, has notified Lessee, to correct and change the actual start date to May 1, 2008 ending on April 30, 2013, and to correct Option for Additional Terms to reflect April 30, 2013, as the expiration date of the first five (5) year term; and

#### **NOW THEREFORE**, it is mutually agreed as follows:

- 1. **SECTION 1, PREMISES** is hereby amended to vacate 1319 Broadway commencing November 1, 2009 or upon thirty (30) days from the execution of this amendment by both parties, reduce the square footage from 10,800 to 6,020 of improved office space together with the use of common parking areas.
- 2. **SECTION 2, TERM,** is hereby amended as follows:

The term of this Lease shall be for five (5) years commencing on May 1, 2008 and ending on April 30, 2013, subject however, to earlier termination as hereinafter more particularly provided in Paragraph 20.

3. **SECTION 3, PAYMENT** is hereby amended as follows:

Lessee agrees to pay to Lessor as rent the sum of Eight Thousand Four Hundred Eighty-Eight Dollars and twenty cents (\$8,488.20) per month commencing November 1, 2009 or upon execution of this said lease by both parties and shall be payable each and every month thereafter. Rent shall be paid to the order of: **Broadway Plaza**, c/o Judith Puthuff, 13001 Saratoga Sunnyvale Road, Saratoga, CA 95070.

4. **SECTION 4, OPTION FOR ADDITIONAL TERMS,** is hereby amended as follows:

Lessee shall have the option to Lease the subject Premises for three (3) additional two (2) year term after the initial Lease expiration date of April 30, 2013. Lessee shall notify Lessor in writing not less than sixty (60) days prior to the expiration of the first five (5) year term and each additional two (2) year term thereafter, should Lessee elect to exercise said option (s).

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

**DEPARTMENT CONCURRENCE:** 

66

66

## 

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

# LESSOR: BROADWAY PLAZA, A PARTNERSHIP OF JUDITH E. PUTHUFF AND WALDRON FAMILY PARTNERSHIP

Dated: 9-/-09	Signed: Dudick & Puller
	Judith E. Puthuff, Broadway Plaza
LESS	SEE: COUNTY OF EL DORADO
Dated:	Signed:
	, Chairman
	<b>Board of Supervisors</b>
ATTEST:	
Suzanne Allen de Sanchez, Cler	k of the
Board of Supervisors	
Ву:	<u></u>
Dated:	