

L-105/Area2Substation
LandMGT/Sheriff/ 8970

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THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT AGR #08-075/L-105 ("THIRD AMENDMENT") is made and entered into this 5th day of October, 2021, by and between LAND MANAGEMENT OPPORTUNITIES, LLC, a California limited liability company, 731 W. Shaw Avenue, Suite B, Clovis, CA 93612 ("LESSOR") and the COUNTY OF FRESNO, a political subdivision of the State of California, 333 W. Pontiac Way, Clovis, California 93612, ("LESSEE"). LESSOR AND LESSEE may, hereinafter, be referred to collectively as "Parties" or individually as "Party".

WITNESSETH:

WHEREAS, LESSOR and LESSEE are Parties to that certain Lease Agreement, AGT #08-075/L-105, dated February 26, 2008, ("LEASE"), for use by the County of the office space at the location commonly known as 5717 E. Shields, Fresno, CA, which is approximately 8,480 square feet, and includes adjacent parking ("Premises");

WHEREAS, LESSEE uses the Premises as a Sheriff's Substation;

WHEREAS, LESSOR and LESSEE amended the LEASE on December 15, 2015, through the FIRST AMENDMENT, to extend the term of the LEASE, including the renewal period for the LEASE, to December 31, 2017, and increase the monthly rent to a rate of \$12,000.00 per month;

WHEREAS, LESSOR and LESSEE amended the LEASE on April 17, 2018, through the SECOND AMENDMENT, to extend the term of the LEASE, including the renewal period for the LEASE, to December 31, 2021; and

WHEREAS, LESSOR and LESSEE again desire to amend the LEASE, as amended, to extend the term of the LEASE, as amended.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

Section 2. TERM of the LEASE is deleted, and replaced with the following:

"2. TERM – The initial term of this LEASE shall be nine (9) years, beginning January 1, 2008 and ending on December 31, 2016 ("Initial Term"). At the expiration of the Initial Term,

1 this LEASE shall automatically renew for five (5), one (1) year terms beginning January 1,
2 2017 and ending on December 31, 2021 (“Renewal Term”). After the expiration of the
3 Renewal Term, this LEASE will continue on a month-to-month basis, subject to all the terms
4 and conditions herein, until either party to this LEASE provides thirty (30) days prior written
5 notice to terminate this LEASE. In case of any termination of this LEASE by LESSEE, either
6 the Director of Internal Services/Chief Information Officer, or the Sheriff, or a designee of one
7 of them, is authorized to terminate this LEASE and to provide such written notice to terminate.”

8 The Parties agree that this THIRD AMENDMENT is sufficient to amend the LEASE as
9 amended. The LEASE, as amended, is hereby amended, ratified and continued. It is the
10 intent of the Parties that all other provisions of the LEASE, as amended, shall remain
11 unchanged, except for those provisions and sections addressed herein. The Parties agree
12 that, upon execution of this THIRD AMENDMENT, the LEASE as amended, the FIRST
13 AMENDMENT, the SECOND AMENDMENT, and this THIRD AMENDMENT shall together be
14 considered the LEASE.

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IN WITNESS WHEREOF the parties hereto have executed this THIRD AMENDMENT as of the day and year first hereinabove written:

LESSOR
LAND MANAGEMENT OPPORTUNITIES, LLC

By [Signature]
Vince LaNovara, Managing Partner

By [Signature]
Michael Occhino, Managing Partner

LESSEE
COUNTY OF FRESNO

By [Signature]
Steve Brandau, Chairman of the Board
of Supervisors of the County of Fresno

ATTEST
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By [Signature]
Deputy

Fund No: 000
Subclass: 10000
Obj: 3111320
Account: 7340