

L-105/Area2Substation
LandMGT/Sheriff/ 8970

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT AGR #08-075/L-105 (hereinafter "SECOND AMENDMENT") is made and entered into this 17th day of April, 2018, by and between LAND MANAGEMENT OPPORTUNITIES, LLC, 731 W. Shaw Avenue, Suite B, Clovis, CA 93612 (hereinafter "LESSOR") and the COUNTY OF FRESNO, a political subdivision of the State of California, 2220 Tulare Street, 21st Floor, Room 2101, Fresno, California 93721-2106, (hereinafter "LESSEE"). LESSOR AND LESSEE may, hereinafter, be referred to collectively as "Parties" or individually as "Party".

W I T N E S S E T H:

WHEREAS, LESSOR and LESSEE are Parties to that certain Lease Agreement, AGT #08-075/L-105, dated February 26, 2008, (hereinafter "LEASE"); and

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

WHEREAS, LESSOR and LESSEE amended the LEASE on December 15, 2015, through the FIRST AMENDMENT(hereinafter "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; and

WHEREAS, LESSOR and LESSEE 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:

1. Section 2. TERM of the LEASE as amended 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 (hereinafter "Initial Term"). At the expiration of the Initial Term, this LEASE shall automatically renew for five (5), one (1) year terms beginning January 1, 2017 and ending on December 31, 2021 (hereinafter the "Renewal Term"). Notwithstanding any other provisions of this LEASE, LESSEE may terminate this LEASE as of any date during the Renewal

Term, and for any reason whatsoever, by providing at least one hundred eighty (180) days prior written notice thereof to LESSOR, which notice may be provided by LESSEE either before or during the Renewal Term. In case of any termination of this LEASE by LESSEE, either the Director of Internal Services/Chief Information Officer, or the Sheriff, or a designee of one of them, is authorized to terminate this LEASE and to provide such written notice to terminate.”

2. Section 1, of the FIRST AMENDMENT, at page one (1) line seventeen (17), through page two (2) line (1), is superseded by this SECOND AMENDMENT.

3. The Parties acknowledge this SECOND AMENDMENT is a retroactive agreement and therefore, upon executing this SECOND AMENDMENT, the Parties agree that LESSEE shall pay one (1) month’s rent for January of 2018, one (1) month’s rent for February of 2018, one (1) month’s rent for March of 2018, one (1) month’s rent for April of 2018, and one (1) month’s rent for May of 2018, which will be due no less than thirty (30) days after this SECOND AMENDMENT is fully executed. The rent for January, February, March, April and May of 2018, is being paid for purposes of compensation for the time LESSEE occupied the Premises during a holdover period.

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

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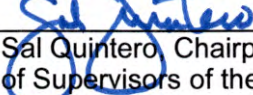
1 IN WITNESS WHEREOF, the parties hereto have executed this SECOND
2 AMENDMENT as of the day and year first hereinabove written.

3 LESSOR:
4 LAND MANAGEMENT OPPORTUNITIES, LLC.

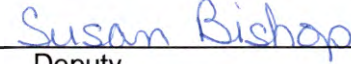
5 By 
6 Vince LaNovara, Managing Partner

7 By 
8 Michael Occhino, Managing Partner

LESSEE:
COUNTY OF FRESNO

By 
Sal Quintero, Chairperson 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 
Deputy

13 Fund No: 0001
14 Subclass: 10000
15 Org: 31113202
16 Account: 7340

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Property/L-105/Sheriff/3111/2ndAmend