

**AMENDMENT NO. 3 TO THE COMMERCIAL LEASE AGREEMENT BETWEEN WILDWOOD
COMMERCIAL CENTER AND THE COUNTY OF NEVADA**

THIS AMENDMENT is executed this 23rd day of July, 2019 by and between **Wildwood Commercial Center (herein "Lessor")** and the **COUNTY OF NEVADA**, a political subdivision of the State of California (**herein "Lessee"**). Said Amendment will amend the prior agreement between the parties entitled Commercial Lease Agreement made and entered into August 1, 2016 Resolution 16-423 and subsequently amended on August 28, 2018 through Resolution 18-444 and on November 13, 2018 through Resolution 18-552.

WHEREAS, the current term of the Lease Agreement expired May 31, 2019; and

WHEREAS, the Lessor has offered a larger space to the Lessee in the same complex; and

WHEREAS, the intention to move the Nevada County Library to the new location by June 1, 2019 to allow for tenant improvements to be made needs to be extended as additional time is required to complete the improvements and relocation; and

WHEREAS, both parties desire to amend the current Lease to extend the term of the Lease to June 30, 2020 and to include an Early Termination clause if the tenant improvements are completed prior to this date; and

WHEREAS, this Amendment shall be effective with no lapse in the existing Lease.

NOW, THEREFORE, the parties hereto agree as follows:

1. That the current term of the Lease shall be extended for a period of thirteen months through June 30, 2020.
2. That paragraph 25 "Breach of Contract/Early Termination" be struck and replaced in its entirety as follows:

Breach of contract: In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement or abandons the premises, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the work at the time of award, of the unpaid Rent that had been earned at the time of the termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to

continue the tenancy in effect for so long as landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.

Early Termination: Lessee may terminate the Lease at any time by giving written notice to Lessor at least ninety (90) days prior to the date when such termination shall become effective ("Termination Date"). If Lessee has not fully vacated the Premises on or before the Termination Date, Lessee will pay Rent at the rates provided in the Lease which will be prorated on the basis of a thirty (30) day month, based on the actual number of days Lessee occupies the Premises following the Termination Date.

3. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

IN WITNESS WHEREOF, the parties hereto have executed or cause this instrument to be executed as of this day and year first above written.

ATTEST:

By: _____
Julie Patterson-Hunter
Clerk of the Board

Approved as to form:
COUNTY COUNSEL
By: _____

LESSOR:

By: _____

LESSEE:

COUNTY OF NEVADA
By: _____
Richard Anderson
Chair of the Board of Supervisors