

**LEASE AGREEMENT**

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**THIS LEASE**, is hereby made and entered into by and between **BRIW OFFICE INVESTORS**, a 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".

**IT IS HEREBY AGREED** between the parties hereto as follows:

**1. PREMISES**

Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, for and in consideration of the rents, covenants, agreements, terms and conditions hereinafter set forth, a portion of those certain Premises described as follows:

Lease Space A, consisting of twenty-nine thousand, eight hundred nineteen square feet (29,819 sq. ft.) of office space located on Assessor's Parcel Nos. 325-310-28 and 325-310-29 at 3057 Briw Road, City of Placerville, State of California, as shown on Exhibit A attached hereto and by this reference made a part hereof.

The Lessee and the public it serves, shall have the right to use of a proportional share of the parking lot. Lessor agrees to designate specific areas of the parking lot adjacent to the leased Premises for public use and specific areas for employee parking.

The Premises shall also include the manufactured individual work stations as shown on Exhibit A hereto, together with the existing lunch room tables and chairs, both interior and exterior to the facility.

**2. TERM**

The term of this Lease shall be for a period of seven (7) years commencing on or about January 1, 1996, and ending on December 31, 2002, subject however, to earlier termination as provided hereinafter.

**3. OCCUPANCY**

Lessee shall take occupancy of said Premises upon substantial completion of the tenant improvements provided herein by the Lessor, which date is estimated to be on or about January 1, 1996.

**4. PAYMENT**

A. Lessee agrees to pay to Lessor as base rent the sum of Three Hundred Thousand Five Hundred Seventy-five and 52/100 Dollars (\$300,575.52) per annum based upon eighty-four cents (\$0.84) per square foot per month, payable in monthly installments of Twenty-Five Thousand Forty-Seven Dollars and 96/100 (\$25,047.96) each, lawful money of the United States of America, payable to Lessor, without deduction or offset, to BRIW OFFICE INVESTORS, a Partnership, at Post Office Box 2211, Placerville, CA, 95667, or to such other address as may be designated in writing by the Lessor.

B. Monthly installments of \$25,047.96, shall be payable on the first (1st) day of each and every month commencing on the first day of the month following substantial completion of the Premises, but no later than February 1, 1996, and continuing monthly during the term hereof.

C. The base monthly rent amount shall be adjusted on January 1, 1997, and annually thereafter, in an amount equal to two (2%) percent of said base monthly rent amount.

D. As an incentive to enter into this Lease Agreement, the Lessor hereby grants and Lessee hereby accepts a credit in the amount of \$30,047.96, which sum represents one (1) month's free rent (\$25,047.96) and a \$5,000.00 moving allowance. Said credit shall be applied in six (6) equal installments of \$5,007.99 against the monthly rent amount over the first six (6) months of the Lease term herein.

E. Lessee shall pay to Lessor, an amount equal to Seventy-Six (76%) percent of the annual property taxes and assessments of record as of the effective date of this lease, as applicable to said Premises. Lessor shall provide Lessee with a copy of all such property tax statements and/or assessments immediately upon receipt of same, and Lessee shall remit payment to Lessor at least five (5) working days prior to any such taxes becoming due and payable. Lessor shall provide Lessee proof that payment of all such applicable property taxes and assessments was made to the County Tax Collector within a five (5) days of said payment, but in no case later than five (5) working days after the final due date of said property taxes and assessments. Lessee shall not be responsible for any delinquency or penalties resulting therefrom.

F. Lessor shall contract for and provide landscape and exterior lighting maintenance by a duly qualified and licensed contractor. Lessee shall pay an amount equal to seventy-six (76%) percent of the actual cost of said maintenance, however, Lessee's obligation shall in no case exceed a maximum of Six Hundred Dollars (\$600.00) per month during the initial term of the Lease herein. Lessor shall provide Lessee with copies of invoices for landscape and lighting maintenance a minimum of five (5) working days prior to the due date of payment for services provided.

**5. OPTIONS FOR ADDITIONAL TERMS**

Lessee shall have the right to extend the term of this Lease for three (3) additional periods of one (1) year each by giving to Lessor written notice of intent to exercise said option at least three (3) months prior to the scheduled expiration date of expiration of the previous Lease term. Said Lease option period shall commence on the first of the month following the expiration of the previous Lease term. The terms and conditions of any extension of Lease term shall be in accordance with this Agreement unless modified in writing by both the Lessor and Lessee.

**6. USE OF PREMISES**

The Premises are leased to the County of El Dorado for the purpose of conducting business and activities permitted by law including any governmental operations or use related thereto.

**7. PROHIBITED USE**

Lessee shall not commit or permit the commission of any acts on the Premises nor permit the use of the Premises in any way which will:

- A. Increase the existing fire rates or cancel any fire, casualty, liability or other insurance policy insuring the building or its contents;
- B. Violate or conflict with any law, statute, ordinance, governmental rule or regulation whether now in force or hereinafter enacted, governing the Premises;
- C. Obstruct or interfere with the rights of other tenants or occupants of the building or injures or annoys them; or

D. Constitute commission of a waste on the Premises.

E. Permit the sale of any product on the premises except vending machine food products within the staff lunch room, unless specifically agreed to in writing by the Lessor.

**8. INDEMNITY AND INSURANCE**

A. Indemnity Agreement: Lessor shall indemnify and hold the County and County's officers, officials, employees, volunteers, and agents, free and harmless from any and all liability, liens, claims, loss, damage, or expense resulting from:

- (1) any breach or default in the performance of, or the omission to perform, any obligation on the Lessor's part under any terms or conditions of this Agreement and/or
- (2) any negligent act or omission to act by Lessor or Lessor's agents, representatives or employees relating to the performance of, or omission to perform any term or condition of this Agreement; and
- (3) all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim, action, or proceeding brought thereon.

B. Liability Insurance: The Lessee is self-insured and shall provide Lessor with evidence of said self-insurance by way of letter in the form attached hereto as Exhibit C. It is understood and agreed that the Lessee shall provide and maintain through either such self-insurance or through an insurance company licensed by the State of California a broad form comprehensive coverage of public liability insurance insuring Lessee and Lessor against loss or liability caused by or connected with Lessee's occupation and use of the Premises under this lease in amounts not less than:

- i. \$1,000,000 for injury to or death of one person and, subject to that limitation for the injury or death of one person, of not less than \$1,000,000 for injury to or death of two or more persons as a result of any one accident or incident; and
- ii. \$1,000,000 for damage to or destruction of any property, and fire and casualty insurance sufficient to keep all improvements on the Premises insured for their full replacement value against loss or destruction by fire and the perils commonly covered under the standard extended coverage endorsement to fire insurance policies in the county where the Premises are located.

C. At all times after execution of this Lease, Lessor shall carry comprehensive liability insurance covering damages for personal injury and the leased Premises in forms, amounts and with companies and endorsements adequate to re-build, repair and restore the Premises in the event of damage or destruction by fire or other causes.

**9. ALTERATIONS**

A. Lessor shall construct, prior to occupancy of Premises by Lessee, such modifications or other improvements as have been agreed upon by the parties hereto, and as more specifically depicted on the attached "blue line drawing" of the Premises marked as Exhibit "B" and by reference, made a part hereof.

B. Lessee shall not make or permit any other person to make any alterations to the Premises without the express written consent of the Lessor first obtained. Should Lessor consent to the making of any alterations to the Premises by Lessee, the alterations shall be made at the sole cost and expense of the Lessee by a contractor or other person selected by the Lessee and approved in writing by the Lessor before commencement of work. Any and all alterations, additions, or permanent improvements made to the Premises by the Lessee, shall upon expiration or sooner termination of this Lease, become the property of the Lessor and shall remain on the Premises.

C. Lessor may require Lessee to remove any alterations, additions or improvements made to the Premises subsequent to occupancy of the Premises by the Lessee, prior to the termination of the Lease and to restore the Premises to its original configuration at the commencement of the Lease, excepting therefrom, any alteration provided by the Lessor.

D. All manufactured work-stations are the property of the Lessor and shall not be moved, relocated or removed from the Premises without the prior written consent of the Lessor on each occasion.

**10. MAINTENANCE AND REPAIRS**

A. Lessee shall at all times during the term of this Lease, and any renewal or extension thereof, maintain at the lessee's sole cost and expense, the Premises in a good, clean, and safe condition, and shall on expiration or sooner termination of this Lease, surrender the

Premises to Lessor in as good condition and repair as they are in on the date of execution of this Lease, reasonable wear and tear and damage by the elements excepted. Lessee shall immediately notify Lessor of any damage to the Premises.

B. A joint inspection of the Premises by the Lessee and Lessor shall be conducted on a quarterly basis (every three months) to establish a list of necessary repairs in order to assure performance of this provision.

**11. ADA MODIFICATIONS**

Lessor agrees to make changes necessary to bring the subject Premises up to the accessibility standards of the Americans with Disabilities Act (ADA) at its sole cost and expense. Upon acceptance and occupancy of Premises, Lessee shall be responsible for any and all accommodations necessary to accommodate its employees, its agents and its clients.

**12. INSPECTION BY LESSOR**

Lessee shall permit Lessor or Lessor's authorized agent, representative, or employees to enter the Premises upon reasonable notice, for the purpose of inspecting the Premises to determine whether Lessee is complying with the terms of the Lease Agreement and for the purpose of doing other lawful acts that may be necessary to protect the Lessor's interest in the Premises under this Lease, so long as said inspections or other acts do not interrupt or obstruct the Lessee's business operations at said Premises.

**13. SERVICES FURNISHED BY LESSOR**

Except as provided elsewhere herein, Lessor shall, at Lessor's own cost and expense, maintain the landscaped areas, roof, structural supports and exterior surfaces of the building, of which the Premises are a part, in good order and repair, excepting therefrom any repairs caused by the negligent or willful act of the Lessee or Lessee's employees, agents or clients. Lessor shall, at Lessors own cost and expense, maintain the rough (enclosed) plumbing and electrical components of the building, the fan and compressor components of the heating and air conditioning system, and the skylights.

**14. SERVICES FURNISHED BY LESSEE**

Lessee shall, at Lessee's own cost and expense, provide services and maintain the Premises as follows:

A. Lessee shall keep and maintain the interior of said Premises including, but not limited to the windows, heating and air conditioning filters, plumbing fixtures, electrical fixtures and components (including electronics), sidewalks adjacent to said Premises, in good and sanitary order, condition and repair. The foregoing notwithstanding, Lessor shall be responsible for any repairs and maintenance required as a result of defective workmanship in the construction of the Premises.

B. By entry hereunder, Lessee accepts the Premises in good and sanitary order, condition and repair, and agrees that on the last day of said term, or sooner termination of this Lease, to surrender unto the Lessor all and singular said Premises with said appurtenance in the same condition as when received, exception reasonable use, wear and tear thereof and any damage by fire or act of God.

C. Lessee shall keep, maintain and clean manufactured work-stations and appurtenances which are leased to the Lessee with the Premises. The condition of same shall be maintained in as good order and repair as provided by Lessor, excepting normal wear and tear.

D. Acts of Vandalism: Lessee shall immediately repair all damage, defacing or graffiti occurring to that portion of the Premises occupied by the Lessee herein, which can be attributable to the services provided by the Lessee. However, Lessee shall not be held responsible for criminal acts of third parties who are not Lessee's employees, agents or clients.

**15. UTILITIES**

A. Water and sewer suitable for the intended use of the Premises shall be provided and paid by Lessor.

B. Gas and/or electric utilities shall be paid by Lessee. If the remaining portion of the building is leased to a tenant other than the County of El Dorado, Lessor shall install a separate service electric meter for same and the County of El Dorado (Lessee) shall not

be responsible for any costs associated therewith.

C. Janitorial services, including the cleaning of windows and replacement of light globes or fluorescent tubes, shall be paid by the Lessee.

D. Garbage shall be paid for by the Lessor. Lessee shall prohibit the dumping of personal garbage in the receptacles provided by the Lessor.

E. Lessee shall pay for telephone service.

**16. DESTRUCTION OF PREMISES**

A. Should said Premises, or the building of which they are a part, be damaged or destroyed by any cause not the fault of the Lessee, Lessor shall at Lessor's sole cost and expense promptly repair the same and the rent payable under this Lease shall be abated for the time and to the extent Lessee is prevented from occupying the Premises; provided, however, that should the cost of repairing the damage or destruction exceed twenty-five (25%) percent of the full replacement cost of the Premises, Lessee may choose, in lieu of Lessor making the repairs required by this paragraph, to terminate this Lease by giving Lessor thirty (30) days written notice of such termination. Lessor agrees to and shall, to the extent of available insurance proceeds forthwith upon receiving written notice from the Lessee to do so, rebuild or restore to their present condition the leased Premises destroyed in part by fire or other casualty and in such case the Lessee hereby waives the provisions of Section 1932, subdivision (2) of the California Civil Code. As used herein, "destroyed in part" means any destruction other than a total destruction hereinbefore defined. This Lease shall continue in full force and effect except that Lessee shall be entitled to a proportionate reduction of the rent while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repair shall materially interfere with the business carried on by the Lessee in the Premises. To the extent damage is due to the fault or negligence of the Lessee or its employees, the rent shall be abated proportionately based on the fault or neglect of the Lessee.

B. Notwithstanding anything to the contrary contained in this article, in the event that fifty (50%) percent or more of the Premises are destroyed, Lessor shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage



resulting from any casualty covered under this article occurs during the last twelve (12) months of the term of this Lease or any extension thereof.

C. Lessor shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any panels, decorations, office fixtures, railings, floor coverings, partitions, or any other tenant improvements installed in the Premises by the Lessee, unless said damage is caused by the Lessor.

**17. CONDEMNATION OF PREMISES**

Should all or any part of the Premises be taken by any public or quasi-public agency or entity, other than the County of El Dorado, under the power of eminent domain during the term of this Lease:

A. Either Lessor or Lessee may terminate this Lease by giving the other party thirty (30) days written notice of termination; provided, however, that Lessee cannot terminate this Lease unless the portion of the Premises taken by eminent domain is so extensive as to substantially interfere or obstruct the Lessee's use of the Premises for the purposes intended by this Lease.

**18. ASSIGNMENT OR SUBLEASING**

Lessee shall not sub-lease, encumber, assign, or otherwise transfer its rights or interest under this Lease without the express written consent of the Lessor first had and received, provided said consent shall not be unreasonably withheld.

**19. RULES AND REGULATIONS**

Lessee shall fully and faithfully comply with and observe the rules and regulation set forth for the Premises of which the building is a part. Lessee shall provide a copy of said rules and regulations to the Lessee prior to execution of this Lease Agreement.

**20. ACTS CONSTITUTING BREACHES BY LESSEE**

Lessee shall be guilty of a material default and breach of this Lease should:

A. Any rent be unpaid when due and remaining unpaid for thirty (30) days after written notice to pay such rent or to surrender possession of the Premises has been given to Lessee by Lessor;

B. Lessee's default in the performance or breach of any provision, covenant, or conditions of this Lease other than one for the payment of rent and provided such default or breach is not cured within thirty (30) days after written notice thereof is given by the Lessor to Lessee; or

C. Lessee's abandonment of the Premises for a period in excess of one-hundred twenty (120) days prior to the expiration of the term of this Lease.

**21. WAIVER OF CLAIMS**

Lessee, as a material part of the consideration to be rendered to Lessor, hereby waives all claims against Lessor for damages to goods, wares, and merchandise, in, upon or about said Premises, and for injuries to the Lessee, about said Premises from any cause except the willful misconduct or gross negligence of the Lessor, his agents, employees, subcontractors, heirs or assigns, damage or injury to any person arising from the use of the Premises in good condition and repair, as herein provided.

**22. NOTICES**

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party, Lessor or Lessee, to whom it is directed or any managing employee of such party or, in lieu of such personal service, when deposited in the United States mail, first-class, postage prepaid, addressed to:

**LESSOR:** Briw Office Investors  
Post Office Box 2211  
Placerville, CA 95667

Telephone: (916) 626-1810

**LESSEE:** County of El Dorado  
General Services Department  
360 Fair Lane  
Placerville, CA 95667

Telephone: (916) 621-5846

Either party, Lessor or Lessee, may change its address for the purposes of this paragraph by giving written notice of said change to the other party in the manner provided in this paragraph.

**23. BINDING ON HEIRS AND SUCCESSORS**

This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, Lessor and Lessee, hereto.

**24. TIME OF ESSENCE**

Time is expressly declared to be the essence of this Lease.

**25. WAIVER**

The waiver of any breach of any of the provisions of this Lease by the Lessor shall not constitute a waiver of any subsequent breach by the Lessee either of the same or of another provision of this Lease.

**26. SOLE AND ONLY AGREEMENT**

This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the Premises and correctly sets forth the obligations of the Lessor and Lessee to each other as of the date of execution of this Lease. Any agreements or representations respecting the Premises or their leasing by the Lessor to Lessee not expressly set forth in this instrument are null and void.

**27. EASEMENT**

Lessee hereby acknowledges that the leased Premises are subject to that certain easement more particularly outline in red on the site plan marked as Exhibit B attached hereto and by this reference made a part hereof, and Lessee hereby agrees that Lessee will not interfere with the use of said easement.

**28. HOLD OVER**

Any holding over after the expiration of this Lease shall be construed as a month-to-month tenancy at the monthly rental amount then in effect. In the event the Lessor wishes to terminate said month to month tenancy, Lessor shall provide Lessee written

notice at least ninety (90) days prior to said termination.

**29. TERMINATION FOR LACK OF FUNDING**

Lessor acknowledges that Lessee's funding for this Lease is in large part dependent upon receipt of certain state and federal funds by Lessee. Lessee may terminate this Lease upon sixty (60) days notice if funds are not budgeted in any fiscal year for the leasehold of these Premises. If the termination for lack of funding provision of this paragraph is utilized by the Lessee, Lessee agrees not to lease other space for the non-funded function for the remainder of the then-current fiscal year.

**30. SEVERABILITY**

If any provision, clause or part of the Agreement, or the application thereof under certain circumstances, is held invalid, the remainder of this Agreement or the application of such provisions, clauses, or parts under other circumstances shall not be affected thereby.

**31. ATTORNEY'S FEES**

Should any litigation be commenced between Lessor and Lessee concerning the Premises, this Lease, or the rights and duties of either the Lessor or Lessee in relation thereto, the party, Lessor or Lessee, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees in the litigation of which shall be determined by the court in such litigation or in a separate action brought for that purpose.

**32. CALIFORNIA FORUM AND LAW**

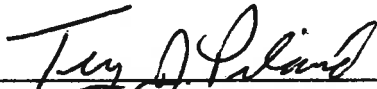
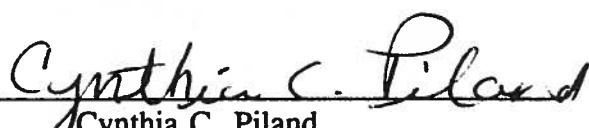

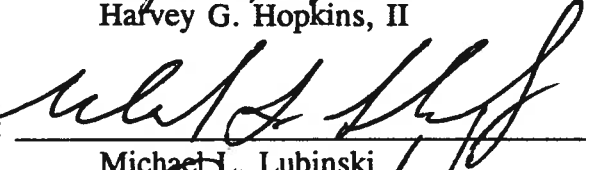
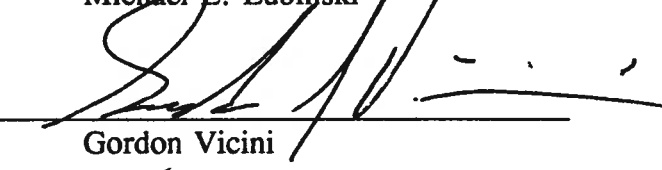
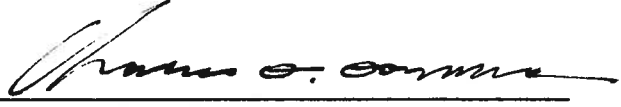
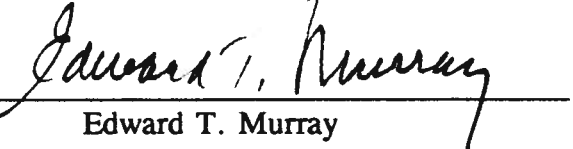

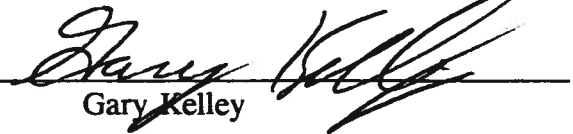
Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

**33. LEASE ADMINISTRATION**

The County officer or employee with responsibility for administering this Lease is Anita York, Director of General Services, or her successor.

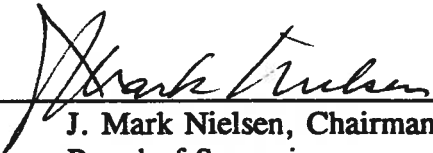
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

**LESSOR: BRIW OFFICE INVESTORS**

Dated: <u>10/31/95</u>	Signed: <u></u> Terry J. Piland
Dated: <u>10/31/95</u>	Signed: <u></u> Cynthia C. Piland
Dated: <u>10/31/95</u>	Signed: <u></u> Harvey G. Hopkins, II
Dated: <u>10/31/95</u>	Signed: <u></u> Michael L. Lubinski
Dated: <u>11-1-95</u>	Signed: <u></u> Gordon Vicini
Dated: <u>10/31/95</u>	Signed: <u></u> Charles D. Downs
Dated: <u>10/31/95</u>	Signed: <u></u> Edward T. Murray
Dated: <u>11-1-95</u>	Signed: <u></u> James E. Carter
Dated: <u>10/31/95</u>	Signed: <u></u> Gary Kelley


**LESSEE: COUNTY OF EL DORADO**

Dated: 10/31/95

Signed:   
J. Mark Nielsen, Chairman  
Board of Supervisors

**ATTEST:**

DIXIE L. FOOTE, Clerk of the  
Board of Supervisors

BY:   
Deputy Clerk  
10/31/95

## FACILITY RULES & REGULATIONS

3057 Briw Road, Placerville, CA

1. Lessee shall maintain the existing security system in full operation and repair at all times. Lessee shall require all employees to enter the building by means of electronic security card furnished to each person who is regularly employed on the premises. Data shall be recorded and be made available for review by the Lessor and any authority having jurisdiction over the site.
2. No hard keys shall be issued except as follows:
  - a. one (1) each to management staff employed on the premises
  - b. one (1) each to General Services administration, and
  - c. two (2) each to County Buildings & Grounds maintenance
3. Lessee shall endeavor to prevent unauthorized dumping of trash or refuse at the site or within provided containers.
4. Lessee shall endeavor to prevent the overnight parking of private vehicles at the site. Public vehicles are excepted.
5. Lessee shall immediately report to Lessor a description of any damage to the premises or any water leaks, equipment failures, or any other condition which might threaten the premises, occupants or the public.
6. The premises shall be available to the Lessor for inspection at any time, provided that notice is given 24 hours in advance.
7. The courtyard shall not become a place of regular public gathering, reasonable County business excepted.

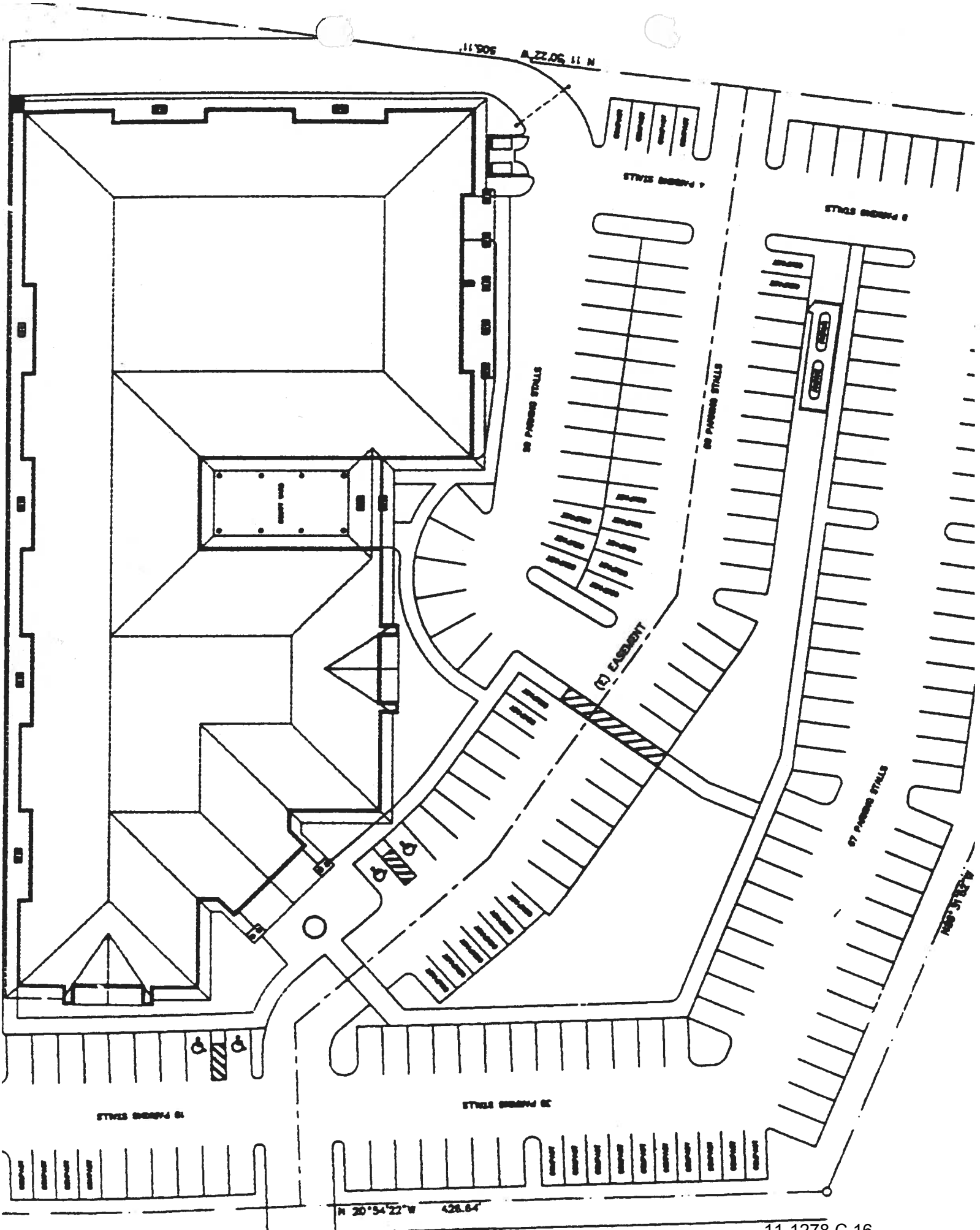
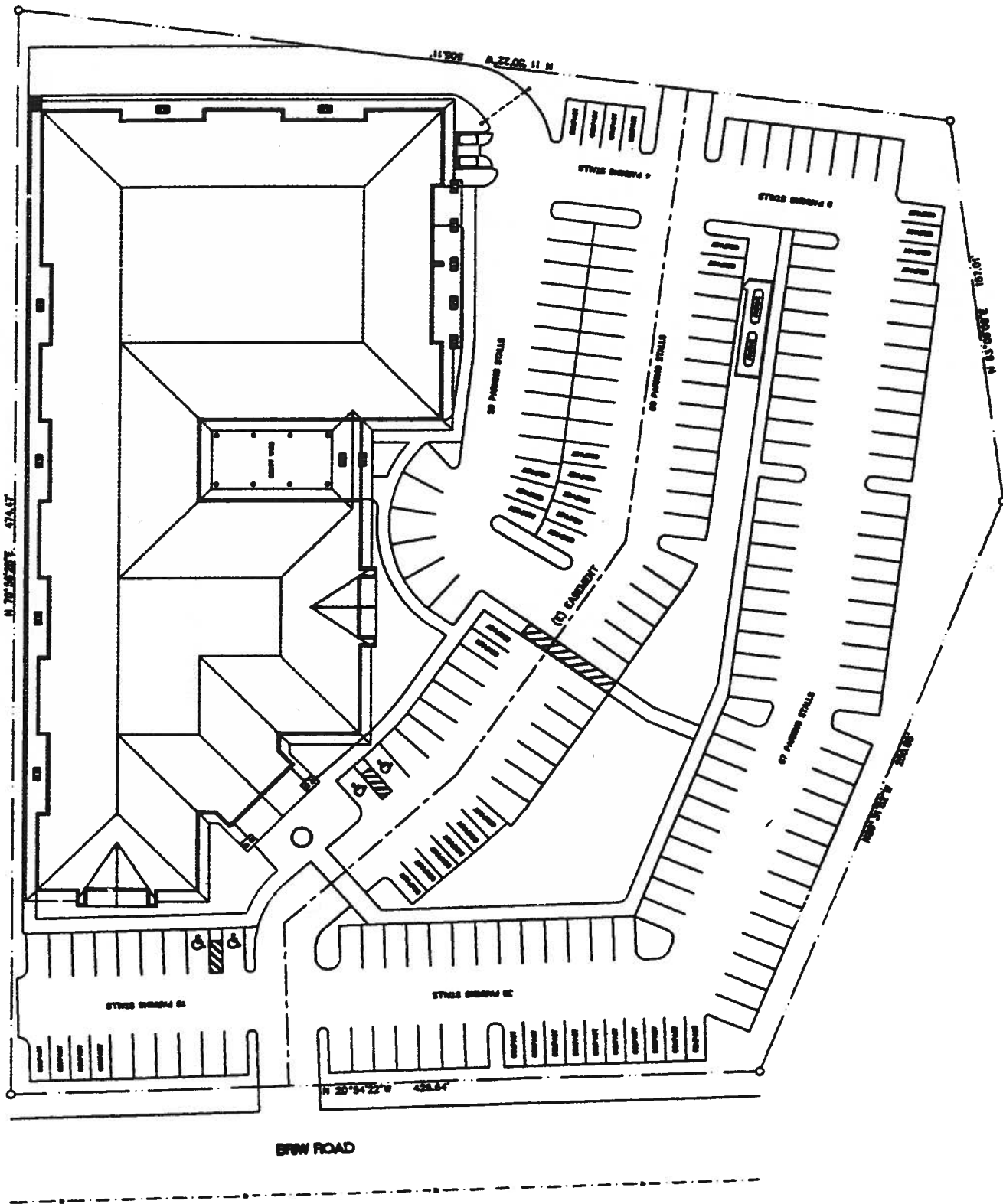




EXHIBIT "B"



**SITE PLAN**



**EL DORADO COUNTY GENERAL SERVICES DEPARTMENT**

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Location: 345 FAIR LANE  
Mailing Address: 360 FAIR LANE  
PLACERVILLE, CA 95667-4197  
Phone: (916) 621-5846 Fax: (916) 621-5837

**EXHIBIT "C"**

August 31, 1995

Ed Murray  
c/o Murray and Downs Architects

**SUBJECT: GENERAL LIABILITY, MEDICAL MALPRACTICE, AUTOMOBILE AND  
WORKER'S COMPENSATION SELF-INSURANCE - COUNTY OF EL DORADO**

**RE: Lease of facility located at 3057 Briw Road, Placerville, California**

To Whom It May Concern:

The County of El Dorado has elected to be insured for its motor vehicle, general liability and worker's compensation exposures through three corresponding self-insurance programs. The County maintains reserve funds within each of these programs that are deemed to be adequate by annual actuarial review. The County also contracts with claims administrators for the adjustment of any liability and worker's compensation claims.

Please accept this letter as evidence of insurance and self-insurance as the County of El Dorado has elected to be self insured for general and Automobile liability up to a limit of \$1,000,000 and have excess liability coverages up to \$10,000,000 through the California State Association of Counties - Excess Insurance Authority (CSAC-EIA).

The County also is insured for medical malpractice through the California State Association of Counties - Excess Insurance Authority for a limit of \$6,325,000 with a deductible of \$10,000.

Sincerely,

A handwritten signature in cursive script, reading "Harvey Makishima".

Harvey Makishima  
Risk Manager  
County of El Dorado

**EXHIBIT TO LEASE AGREEMENT 046-L9611**

**LESSOR PROVIDED FURNITURE & EQUIPMENT \***

**Facility security system, monitoring computer equipment & software**

**Steelcase modular work stations to accommodate 160 employees; each work station includes 3 locking file drawers, 2 locking utility drawers, a 2-shelve book case, desk-tops, a retractable & adjustable keyboard tray, and work station wall dividers**

**All existing 3-drawer, legal size, lateral files**

**Modular storage cabinets in conference rooms & training rooms**

**Wall-mounted A/V units in conference rooms & training rooms**

**Material distribution work tables and sorting racks**

**All coat closets and storage cabinets**

**Built-in cabinets in all rooms, work areas, and private offices**

**Reception counter and work station**

**Atrium furniture (tables and chairs)**

**Cafeteria furniture (tables, chairs, cabinets, bulletin boards)**

**Ice machine**

**All shelving located in file storage room**

**All window coverings**

**All wall mounted bulletin boards (including locking glass case)**

**Stacking chairs located in conference room storage closets**

**\* At no cost to the County**



**ORIGINAL**  
**COUNTY OF EL DORADO**  
**AMENDMENT I TO LEASE AGREEMENT #046-L 9611**

**THIS AMENDMENT I** to Lease Agreement #046-L 9611, dated October 31, 1995 (the "Lease"), by and between **BRIW OFFICE INVESTORS**, a 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 October 31, 1995, a lease agreement ("Lease") was entered into between the **COUNTY OF EL DORADO**, a political subdivision of the State of California and **BRIW OFFICE INVESTORS**, for that certain real property know as: **3057 BRIW ROAD, PLACERVILLE, CA 95667**

**WHEREAS**, the Lessor and Lessee desire to amend said Lease Agreement to extend term of said agreement.

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

1. Paragraph 2, **TERM**, is hereby amended to extend the term of said lease for an additional five (5) year period. The new expiration date shall be on December 31, 2010, subject, however, to earlier termination as, hereinafter more particularly provided in Paragraph 20.
2. Paragraph 3, **OPTION FOR ADDITIONAL TERMS**, is hereby amended to provide for three (3) one (1) year additional periods after the expiration date of December 31, 2010.

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

**DEPARTMENT CONCURRENCE:**

**Dated:** 3/2/05

**Signed:**   
**John Litwinovich, Director**  
**Human Services Department**

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

**LESSOR: BRIW OFFICE INVESTORS**

Dated: 3/2/05

Signed:   
James E. Carter

Dated: 3/4/05

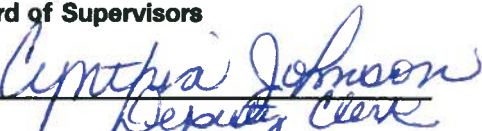
Signed:   
Terry J. Piland

**LESSEE: EL DORADO COUNTY**

Dated: 3-15-2005

Signed:   
**CHARLIE PAINE**, Chairman  
Board of Supervisors

**ATTEST:**  
Cindy Keck, Clerk of the  
Board of Supervisors

By:   
Deputy Clerk

Dated: 3-15-2005

**ORIGINAL**

**COUNTY OF EL DORADO  
AMENDMENT II TO LEASE AGREEMENT #046-L9611**

**THIS AMENDMENT II** to Lease Agreement #046-L9611, dated October 31, 1995 (the "Lease"), by and between **BRIW OFFICE INVESTORS**, a 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 October 31, 1995, a lease agreement ("Lease") was entered into between the **COUNTY OF EL DORADO** and **BRIW OFFICE INVESTORS**, for that certain real property known as: **3057 BRIW ROAD, PLACERVILLE, CA 95667**; and

**WHEREAS**, on March 15, 2005, Amendment I, Lessee, County of El Dorado, notified Lessor of the intent to amend said lease agreement to extend the term; and

**WHEREAS**, Lessee, County of El Dorado, has notified Lessor, of the intent to exercise the first option to extend the lease, amend the lease agreement eliminating the annual increase, request the Lessor to provide and pay for snow removal; and

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

1. **PURSUANT TO AMENDMENT I, PARAGRAPH 3, OPTION FOR ADDITIONAL TERMS**, the County, hereby exercises the first option to extend the term for an additional one (1) year period to commence on January 1, 2011 and end on December 31, 2011, subject, however, to earlier termination as more particularly provided in Paragraph 29.
2. **PARAGRAPH 4, PAYMENT (B) & (C)** is hereby amended as follows:
  - B. Monthly installments of \$33,050.36 shall be payable on the first (1<sup>st</sup>) day of each and every month commencing January 1, 2011 and continuing monthly, thereafter, during the term of this lease.
  - C. The two (2%) percent annual increase shall be eliminated.

3. **PARAGRAPH 15, UTILITIES**, is hereby amended to add the following:

F. Snow removal shall be provided "as needed" and paid for by the Lessor.

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

**DEPARTMENT CONCURRENCE:**

Dated: 12-14-2010 Signed:   
**Daniel Nielson, Director**  
**Department of Human Services**

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

**LESSOR: BRIW OFFICE INVESTORS**

Dated: 12-14-10 Signed:   
**James E. Carter**

Dated: 12-14-10 Signed:   
**Terry J. Piland**

**LESSEE: COUNTY OF EL DORADO**

Dated: 12-14-10 Signed: , Chair  
**Raymond J. Nutting**  
**Board of Supervisors**

**ATTEST:**

**Suzanne Allen de Sanchez, Clerk of the Board of Supervisors**

By: 

Dated: 12-14-10