

**COUNTY OF EL DORADO  
AMENDMENT I TO LEASE AGREEMENT #231-L0511**

**THIS AMENDMENT I** to Lease Agreement #231-L0511, dated November 9, 2004 (the "Lease"), by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter referred to as "Lessor," and **MARLON R. GINNEY AND RICHARD J. KOVACH**, as individuals lawfully doing business in the State of California and Lessor's jurisdiction, hereinafter referred to as "Lessee", is hereby amended as follows:

**WHEREAS**, on November 9, 2004, a lease agreement ("Lease") was entered into by and between the **COUNTY OF EL DORADO** and **MARLON R. GINNEY AND RICHARD J. KOVACH**, for the designated real property know as Assessor Parcel Number 90-040-31.

**WHEREAS**, the Lessor and Lessee desire to amend said Lease Agreement to increase the size of leased Real Property and the Lessee to enter into a sublease agreement for a portion of said land incorporated in Exhibit "A" with **Sally Moore, Bonnie Boatman, Rebecca Smith and Linda Schel, dba Grampy's Produce**, hereinafter referred to as "Tenant", to provide a produce business for the community.

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

1. **Paragraph 4, Designation of and Use of Leased Property** is hereby amended to include the following:

Lessor shall grant to Lessee as incorporated in Exhibit "1" Parcel "A" in addition to the real property already the subject of the Lease, that certain additional portion which consists of .22 acres of real property. Lessee to install all track necessary to accommodate a refrigeration car for the purpose of conducting business and activities connected to that business permitted by law.

2. **Paragraph 9, Assignment Or Subleasing Property** is hereby amended to read as follows:

Lessee shall not sublease, encumber, assign, or otherwise transfer its rights or interests under this lease, without the express written consent of Lessor first had and received, provided said consent shall not be unreasonably withheld. By way of this Amendment I to Lease Agreement, Lessor hereby consents to a sublease to the Tenant identified hereinabove conditioned upon the following: (i) the sublease to Tenant shall be only for that portion of real property described in Exhibit "I" Parcel A; (ii) Tenant shall maintain insurance at Tenant's own expense during the term of the sublease, and shall provide evidence of insurance to County at the time of execution of the sublease, that complies with the limits, types, and requirements described in Section 10 of the SPTC Lease Agreement. Said insurance shall be in addition to and shall not replace the Lessee's insurance; (iii) Lessee and Tenant shall be responsible for all permits, licenses, and approvals for the additional use of the property by Tenant; and (iv) nothing by way of this sublease shall release or extinguish any of the obligations of Lessee under the SPTC Lease Agreement.

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

**DEPARTMENT CONCURRENCE:**

Dated: 1-11-06

Signed:   
Keith C. Leech, Director of  
General Services Department

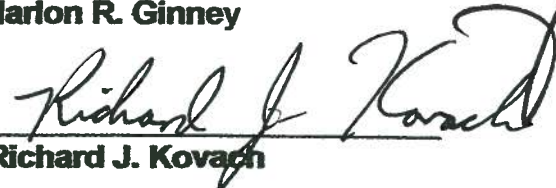
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

**LESSEE:**

Dated: \_\_\_\_\_


Signed:   
Marlon R. Ginney

Dated: \_\_\_\_\_

Signed:   
Richard J. Kovach

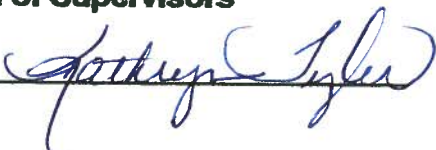
**LESSEE: COUNTY OF EL DORADO**

Dated: 1-31-06

Signed:   
**JAMES R. SWEENEY**, Chairman  
Board of Supervisors

**ATTEST:**

Cindy Keck, Clerk of the  
Board of Supervisors

By: 

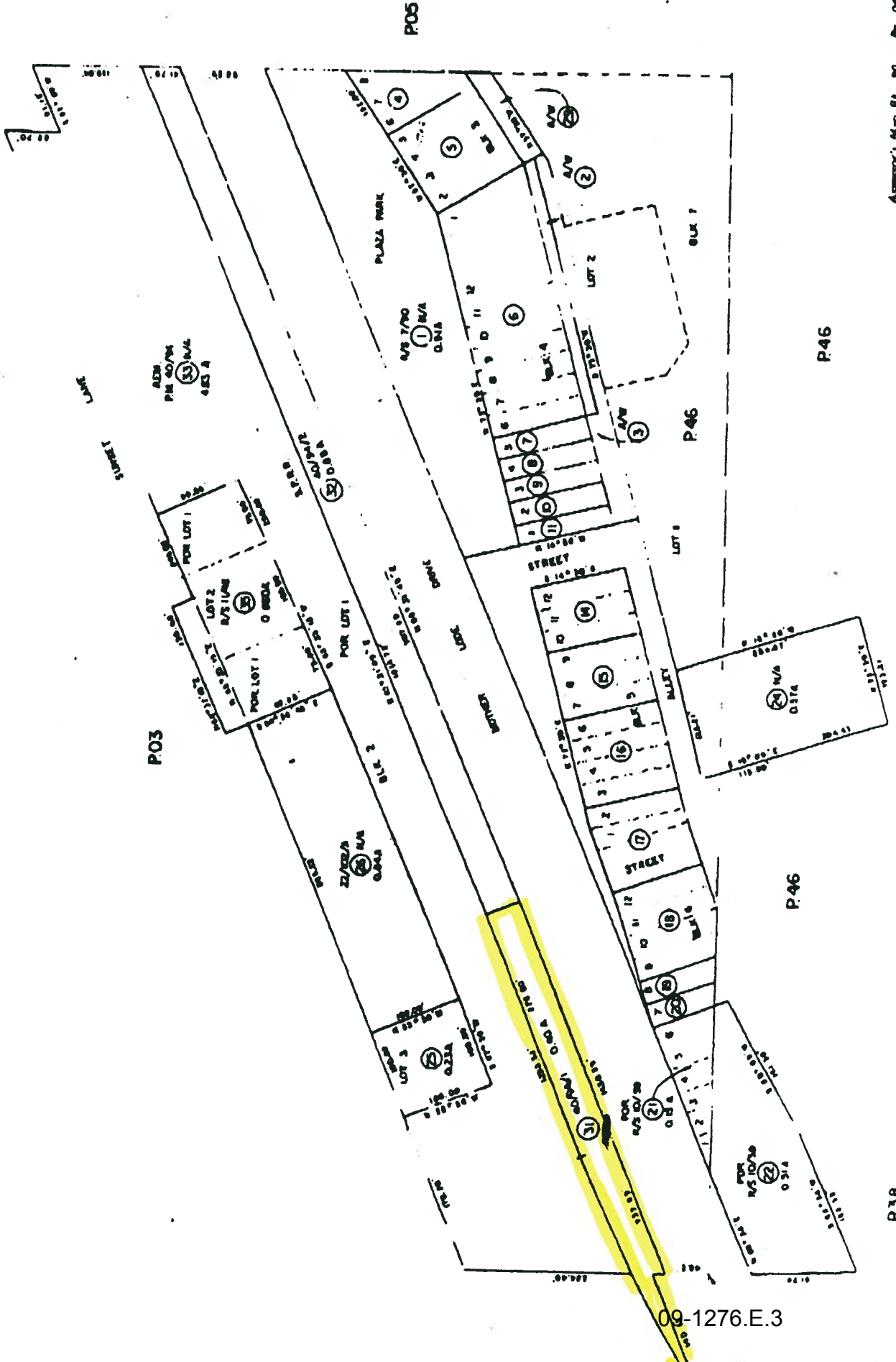
Dated: 1-31-06

# Exhibit "A"

90:04

Yes Arno Cook

POR. W1/2 SEC. 6, T.9N., R.10E., M.D.M.  
S. POR SHINGLE SPRINGS TOWNSITE



**EXHIBIT 1**  
**Parcel A**

Portion of the Northwest quarter of Section 6, Township 9 North, Range 10 East, M.D.M., also being Parcel 1 and a portion of the Remainder as delineated on that certain Parcel Map filed March 30, 1989 in the office of the County Recorder, County of El Dorado, in Book 40 of Parcel Maps, at page 94 and more particularly described as follows:

**BEGINNING** at the most Northerly corner of Parcel 1 of said Parcel Map a 3/4 inch capped iron pipe stamped "LS 4434 - 1988" from which the West quarter Section corner of said Section 6 bears the following three (3) courses: South 24° 28' 11" East 38.00 feet along the boundary between Parcels 1 and 2 of said Parcel Map to a similar pipe at the most Easterly corner of said Parcel 1 and coincident with a point on the Northerly boundary of Mother Lode Drive, South 65° 31' 49" West 432.99 feet along the Southerly boundary of said Parcel 1 coincident with said Northerly boundary of Mother Lode Drive to a similar pipe, and leaving said boundaries (South 02° 55' 05" East 46.85 feet); thence from said point of beginning North 24° 28' 11" West 17.19 feet to a point in the Remainder portion as delineated on said Parcel Map, said point being 7.50 feet from the centerline of the existing railroad track; thence along a line 7.50 feet equidistant from said track centerline South 65° 31' 49" West 278.80 feet; thence South 24° 28' 11" East 1.00 feet to a point 8.50 feet from said track centerline; thence continuing radially equidistant 8.50 feet from said track centerline along a curve with a radius of 1693.70 feet through a delta angle of 9° 54' with a chord bearing South 60° 34' 50" West 292.34 feet; thence leaving said curve South 34° 22' 11" East 16.19 feet to the most Westerly corner of said Parcel 1, a similar pipe; thence leaving said Remainder and continuing along the Southerly boundary of said Parcel 1 coincident with said Northerly boundary of Mother Lode Drive North 65° 31' 49" East 140.15 feet to a 6" x 6" CHC highway monument; thence South 00° 03' 39" West 14.31 feet to a similar pipe; thence North 65° 31' 49" East 432.99 feet a similar pipe; thence leaving said boundaries North 24° 28' 11" West 38.00 feet to the point of beginning.

Tract of land herein described includes all of said Parcel 1 along with a contiguous portion of the Remainder of said Parcel Map as described above with a total area of 0.62 acres.



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**Richard J. Kovach**  
**LS4434**