

**COUNTY OF EL DORADO  
AMENDMENT I TO LEASE AGREEMENT #617-L0711**

**THIS AMENDMENT I** to Lease Agreement #617-L0711, dated March 27, 2007 (the "Lease"), and by and between **BRIW OFFICE INVESTORS**, 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 March 28, 2007, a lease agreement ("Lease") was entered into between the Lessee and Lessor, for that certain real property know as: **3057 Briw Road, Space B, Placerville, CA 95667** (Premises); and

**WHEREAS**, Lessee, County of El Dorado, has notified Lessor, of the intent to amend **SECTION 3, PAYMENT and SECTION 20, NON-APPROPRIATION** of the aforementioned Lease Agreement 617-L0711, and

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

1. **SECTION 3, PAYMENT**, is hereby amended as follows:

Lessee agrees to pay to Lessor as rent the sum of Ten Thousand Six Hundred Eighty-Six Dollars & 08/cents (**\$10,686.08**) per month commencing upon execution of said lease by both parties and shall be payable each and every month thereafter. Rent shall be paid to the order of: Briw Office Investors, P.O. Box 2211, Placerville, CA 95667. Attn: James E. Carter.

2. **SECTION 20 NON-APPROPRIATION**, is hereby amended as follows:

**SECTION 20 TERMINATION OR CANCELLATION WITHOUT CAUSE,**

Lessee reserves the right to terminate this Lease, for the Lessee's own convenience and without cause, upon ninety (90) days' written notice to Lessor. In the event of such termination, Lessee shall pay to Lessor any and all rents due through the effective date of the termination, with rent for any partial months prorated on a daily basis in accordance with the terms of this Lease. Except as provided elsewhere herein, in the event of such termination, Lessee shall not be liable for the payment of Lessor's anticipated profit, unamortized costs (including, but not limited to, unamortized costs of commissions paid or improvements made by Lessor), or any other costs incurred by reason of Lessee's termination of this Lease. Upon termination, Lessor and Lessee will be relieved of their

obligations under this Lease, except for those obligations accruing prior to the effective date of the termination or those that survive this Lease according to its terms or by law.

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

**DEPARTMENT CONCURRENCE:**

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

**Signed:** \_\_\_\_\_

**Laura Roth, Director  
Department of Child Support Services**

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

**LESSOR: BRIW OFFICE INVESTORS**

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

**Signed:** \_\_\_\_\_

**James E. Carter, Partner**

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

**Signed:** \_\_\_\_\_

**Michael L. Lubinski, Partner**

**LESSEE: COUNTY OF EL DORADO**

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

**Signed:** \_\_\_\_\_

**, Chairman**

**Board of Supervisors**

**ATTEST:**

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

**By:** \_\_\_\_\_

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