

LEASE #611-L1311

Amendment I

3974 Durock Road, Shingle Springs
Probation Department

THIS AMENDMENT I to LEASE #611-L1311, dated July 30, 2013 ("Lease") by and between Durock Road, LLC ("Lessor") and the County of El Dorado ("Lessee"), a political subdivision of the State of California, and is hereby amended as follows:

WHEREAS, on November 6, 2007, Lease Agreement 309-L0811 was entered into between Lessor and Lessee for 10,346 square feet of office space located at 3974 Durock Road, Suites 205, 206, 207, 208, 209, 210 and 211, Shingle Springs, CA 95862 for use by the El Dorado County Probation Department; and on August 1, 2013 under Lease Agreement 611-L1311 Lessee also desired to add an additional new lease space in Suites 201, 202, 203, and 204 of the building, consisting of approximately 4,124 square feet, to be occupied by the Community Corrections Center and separately funded through special revenue funds; and

WHEREAS, Lessee has notified Lessor of the intent to amend the aforementioned Lease Agreement 611-L1311 to correct street address and modify lease of Area #3.

NOW THEREFORE, the parties do hereby agree as follows:


SECTION 1: BASIC LEASE PROVISIONS – the following sections are hereby amended in their entirety and replaced with the following:

1.2	<u>Lessor:</u>	<u>Name:</u> Durock Road, LLC <u>Address for Notices:</u> Attn: Nello Olivo 4331 Rancho Road Cameron Park, CA 95682																								
1.3	<u>Premises:</u>	Building consisting of Suites 205, 206, 207, 208, 209, 210, and 211 consisting approximately 10,346 rentable square feet of area ("Area 1"); Suites 201, 202, 203 and 204 consisting approximately 4,124 rentable square feet of area ("Area 2"); storage ("Area 3") and ninety (90) parking stalls. The Premises are more fully described in Revised Exhibit A, attached hereto and made a part hereof by reference.																								
1.6	<u>Rent:</u>	<table style="width:100%; border:none;"><thead><tr><th style="text-align:left">Monthly Rent*</th><th style="text-align:right">Modified Gross</th><th style="text-align:right">Area 1</th><th style="text-align:right">Area 2</th></tr></thead><tbody><tr><td>Notice of Completion-month 12</td><td style="text-align:right">\$1.37 psf</td><td style="text-align:right">\$14,174.02*</td><td style="text-align:right">\$5,649.88*</td></tr><tr><td>Months 13-24</td><td style="text-align:right">\$1.40 psf</td><td style="text-align:right">\$14,484.40</td><td style="text-align:right">\$5,773.60</td></tr><tr><td>Months 25-36</td><td style="text-align:right">\$1.45 psf</td><td style="text-align:right">\$15,001.70</td><td style="text-align:right">\$5,979.80</td></tr><tr><td>Months 37-48</td><td style="text-align:right">\$1.50 psf</td><td style="text-align:right">\$15,519.00</td><td style="text-align:right">\$6,186.00</td></tr><tr><td>Months 49-60</td><td style="text-align:right">\$1.55 psf</td><td style="text-align:right">\$16,036.30</td><td style="text-align:right">\$6,392.20</td></tr></tbody></table> <p>Storage - Area 3 - \$200.00 per month, effective April 1, 2014 and shall not increase for the duration of the lease.</p> <p>*Subject to adjustment as described in Section 2.2.</p>	Monthly Rent*	Modified Gross	Area 1	Area 2	Notice of Completion-month 12	\$1.37 psf	\$14,174.02*	\$5,649.88*	Months 13-24	\$1.40 psf	\$14,484.40	\$5,773.60	Months 25-36	\$1.45 psf	\$15,001.70	\$5,979.80	Months 37-48	\$1.50 psf	\$15,519.00	\$6,186.00	Months 49-60	\$1.55 psf	\$16,036.30	\$6,392.20
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SECTION 3: RENT the following section is hereby amended in its entirety and replaced with the following:

3.3 Beginning April 1, 2014, the unoccupied space in the back portion of suites 203 and 204 ("Area 3") of the Building shall be available for storage use by Lessee at a rental rate of \$200.00 per month. In addition, this area shall be available for use by Lessee on an as-needed basis for classes at a rental rate of \$25.00 per hour for the combined space with a minimum 4 hour per use See Exhibit C. Lessee will notify Lessor, on a monthly basis, and reserve the date and time for its anticipated use of Area 3 for Lessee's business. Payment for use of Area 3 will be submitted in arrears along with the rent payment for the next month billing cycle (e.g., use of Area 3 in June would be paid with August rent). Use or lease of Area 3 by persons or entities not affiliated with Lessee shall be subject to Lessee's prior written consent, which consent shall be exercised at Lessee's sole discretion.

DEPARTMENT HEAD CONCURRENCE

By: 
Name: Brian Richart
Title: Chief Probation Officer
Date:

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above. IN WITNESS WHEREOF, the parties have executed this Lease on the day and year specified

"Lessee":

COUNTY OF EL DORADO

By: _____

Name:

Title: Chairman, Board of Supervisors

Date: _____

"Lessor":

DUROCK ROAD, LLC

By: Nello Chiaro 

Name:

Title: Managing Member

Date: Aug 27, 2014

By: _____

Name:

Title:

Date: _____

Attest:

James Mitrisin, Clerk of the Board of Supervisors

By: _____

Date: _____

EXHIBIT C

Area 3 Example of Charges

SECTION 3: RENT

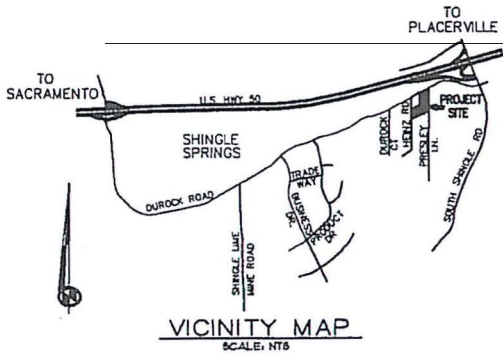
3.3 The unoccupied space in the back portion of suites 203 and 204 ("Area 3") of the Building shall be available for use by Lessee on an as-needed basis at a rental rate of \$25.00 per hour for the combined space with a minimum 4 hour per use.

Number of hours (time of day) applicable rental	Charges: \$25 /hr* w/ 4 hour min per use
1 hr class (9-10 AM) 4 hr minimum would apply	\$100.00
2 hr class (8-10 AM) 4 hr minimum would apply	\$100.00
4 hr class (8 AM-12 noon) 4 hr minimum would apply	\$100.00
5 hr class (8-12 noon & 1-2 PM) 4 hr minimum plus 1 hr	\$125.00
6 hr class (8-12 noon & 1-3 PM) 4 hr minimum plus 2 hrs	\$150.00
2 hr class (8-10 AM) AND a 3 hr different class (1-4 PM) on same day, 4 hr minimum plus 3 hrs	\$175.00
All Day Rate (8 AM to 5 PM)	\$200.00
* No charge for pre or post set-up (.5 hr) or for lunch from 12 noon to 1 PM	

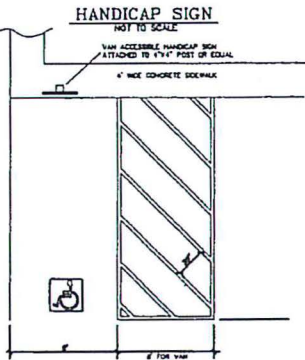
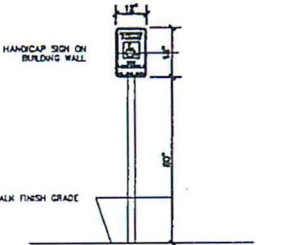
EXAMPLES of scheduled classes and related rental fees:

Lease 611-L1311
 Revised -
 Exhibit "A"

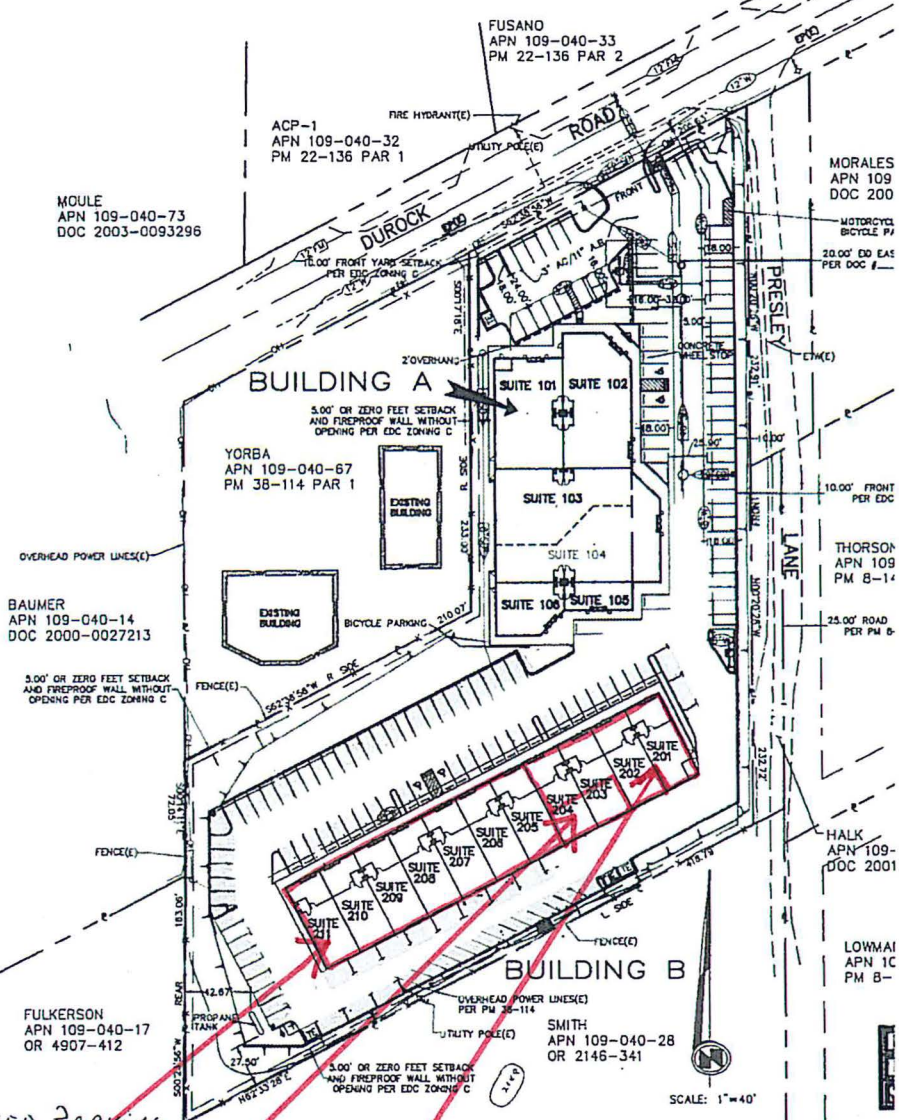
SITE PLAN DUROCK ROAD LLC



- HANDICAP NOTES**
1. A SIGN SHALL BE POSTED IN A CONSPICUOUS PLACE AT EACH ENTRANCE TO THE OFFSITE PARKING FACILITY NOT LESS THAN 17 INCHES BY 22 INCHES IN SIZE WITH LETTERING NOT LESS THAN ONE INCH IN HEIGHT, WHICH CLEARLY AND CONSPICUOUSLY STATES THE FOLLOWING: UNAUTHORIZED VEHICLES NOT DISPLAYING DISTINGUISHING PLACARDS OR LICENSE PLATES ISSUED FOR PHYSICALLY HANDICAPPED PERSONS MAY BE TOWED AWAY AT OWNER'S EXPENSE. TOWED VEHICLES MAY BE RECLAIMED AT OR BY TELEPHONING.
 2. EACH PARKING SPACE RESERVED FOR THE HANDICAPPED SHALL BE IDENTIFIED BY A PERMANENTLY ATTACHED REFLECTORIZED SIGN CONSTRUCTED OF PORCELAIN OR STEEL, BEADED TEXT, OR EQUAL DISPLAYING THE INTERNATIONAL SYMBOL OF ACCESSIBILITY. THE SIGN SHALL NOT BE SMALLER THAN 70 SQUARE INCHES IN AREA AND SHALL BE CENTERED AT THE INTERIOR END OF THE PARKING SPACE FINISH GRADE OR CENTERED ON THE WALL AT THE INTERIOR END OF THE PARKING SPACE AT A MINIMUM HEIGHT OF 34 INCHES FROM THE PARKING SPACE FINISH GRADE, GROUND OR SIDEWALK.
 3. EACH HANDICAP PARKING SPACE SHALL HAVE A SURFACE IDENTIFICATION DUPLICATING THE SYMBOL OF ACCESSIBILITY IN BLUE PAINT, AT LEAST 3'-0" SQUARE.



= ASSIGNED PARKING



Area 1

Area 3

Area 2