

LEASE #611-L1311

Amendment IV

3974 Durock Road, Shingle Springs
Probation Department

THIS AMENDMENT IV to Lease #611-L1311, dated _____ (“*Lease*”) by and between El Dorado Foothills, LLC, a California Limited Liability Company (“*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 Durock Road, LLC (the original 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

WHEREAS, on August 1, 2013 new Lease Agreement 611-L1311 (“*Lease*”) was entered into between Durock Road, LLC (the original Lessor) and Lessee to continue use of the existing office space under the prior Lease Agreement 309-L0811 and 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, Lease Agreement 611-L1311 was amended on September 30, 2014 to correct the street address and modify the lease terms for the space in the building designated as Area #3 (Amendment I); and

WHEREAS, Lease Agreement 611-L1311 was amended on October 21, 2014 to extend the time for Lessor’s reimbursement to Lessee of its share of the tenant improvement costs (Amendment II); and

WHEREAS, Lease Agreement 611-L1311 was amended on June 7, 2016 to assign Lease from Durock Road, LLC (the original Lessor) to El Dorado Foothills, LLC effective March 18, 2016 (Amendment III); and

WHEREAS, the parties hereby mutually agree to modify Lease to include all space in Area #3 as shown on Exhibit A-1 incorporated herein and made part by reference hereof, and to increase the monthly rent effective the first day of the month following full execution of this Amendment IV.

NOW, THEREFORE, the parties do hereby agree as follows:

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

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, and front portion of Suites 203 and 204 consisting approximately 4,124 rentable square feet of area (“Area 2”); back portion of Suites 203 and 204 consisting approximately 1,750 rentable square feet of area (“Area 3”) and ninety (90) parking stalls. The Premises are more fully described in Exhibit A-1, attached hereto and made a part hereof by reference.
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1.6	<u>Rent:</u>	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
		Area 3 - \$1,260.00 per month, effective the first day of the month following full execution of this Amendment IV and shall not increase for the duration of the lease.			
		*Subject to adjustment as described in Section 2.2.			

II. SECTION 3: RENT – Section 3.2, last sentence is hereby amended in its entirety to read as follows:

Thereafter, the rent for Areas 1 and 2 shall be paid in accordance with the monthly schedule specified below.

III. SECTION 3: RENT –Section 3.3 is hereby amended in its entirety and replaced with the following:

3.3 Effective the first day of the month following full execution of this Amendment IV, Lessee shall pay the monthly rent of \$1,260 for the back portion of suites 203 and 204 (“Area 3”) of the Building. If the occupancy date occurs on a day other than the first day of a month, the rent for Area 3 shall be prorated on the basis of a thirty (30) day month. Thereafter, monthly rent for the entire Premises shall be paid in accordance with the monthly rent schedule specified in revised Section 1.6.

IV. SECTION 8: BUILDING SERVICES, UTILITIES, TAXES AND ASSESSMENTS – Paragraph 8.1 (b) is hereby amended in its entirety and replaced with the following:

(b) Gas and/or electrical current for routine lighting and the operation of general office machines such as personal computers, copy machines, printers, office equipment, and the like, which use 110 volt electric power. Lessee shall be responsible for the ongoing monthly cost of electrical services.

V. Exhibit C is deleted in its entirety effective the first day of the month following full execution of this Amendment IV.

Except as herein amended, all other terms and conditions set forth in Lease Agreement #611-L1311, including Amendment I, Amendment II, and Amendment III, shall remain unchanged and in full force and effect.

CONTRACT ADMINISTRATOR CONCURRENCE:

By: _____

Name: Russell Fackrell

Title: Facility Manager

Date: _____

DEPARTMENT HEAD CONCURRENCE

By: _____

Name: Brian Richart

Title: Chief Probation Officer

Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this Amendment IV to Lease 611-L1311 on the dates indicated below.

“Lessee”:

COUNTY OF EL DORADO

By: _____

Name:

Title: Chair, Board of Supervisors

Date: _____

Attest:

James Mitrison, Clerk of the Board of Supervisors

By: _____

Date: _____

“Lessor”:

EL DORADO FOOTHILLS, LLC

By: _____

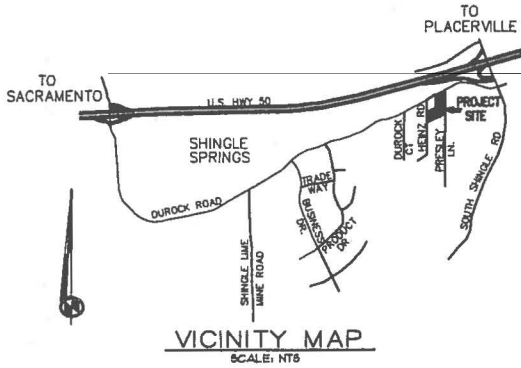
Name: Robert L. Beyer

Title: Managing Member

Date: _____

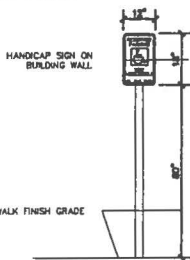
Lease 611-L1311 - Amendment IV
Exhibit A-1

SITE PLAN DUROCK ROAD LLC

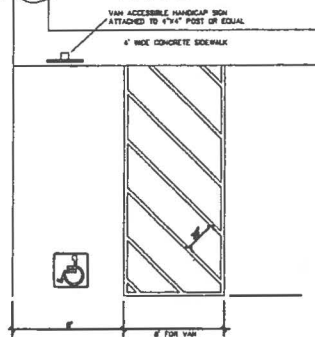


HANDICAP NOTES

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 AFFIXED REFLECTORIZED SIGN CONSTRUCTED OF PORCELAIN ON 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 38 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.



HANDICAP SIGN
NOT TO SCALE



HANDICAP PARKING
NOT TO SCALE

= ASSIGNED PARKING

MOULE
APN 109-040-73
DOC 2003-0093296

ACP-1
APN 109-040-32
PM 22-136 PAR 1

FUSANO
APN 109-040-33
PM 22-136 PAR 2

MORALES
APN 109
DOC 200

MOTORCYCL
BICYCLE PA

20.00' EID EAS
PER DOC #

ET(E)

10.00' FRONT
PER EDC

THORSON
APN 109
PM 8-14

25.00' ROAD
PER PM 8-

HALK
APN 109-
DOC 2001

LOWMAI
APN 1C
PM 8-

BAUMER
APN 109-040-14
DOC 2000-0027213

3.00' OR ZERO FEET SETBACK
AND FIREPROOF WALL WITHOUT
OPENING PER EDC ZONING C

FULKERSON
APN 109-040-17
OR 4907-412

SMITH
APN 109-040-28
OR 2146-341

SCALE: 1"=40'

NUMBER	DATE	DESCRIPTION	BY	REVISION BLOCK

OWNER	SCALE
APN: 109-040-88	HORIZONTAL: 1"=40'
NELLO & ANICA OLIVO	VERTICAL: N/A
4331 PINCHO ROAD	
CANTON PARK, CA 95682	

Area 1

Area 3

Area 2