

COUNTY OF EL DORADO

AMENDMENT I TO LEASE # 134-L1211

THIS AMENDMENT I to Lease Agreement #134-L1211 dated August 23, 2011 (the "Lease"), by and between **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter called "Lessee", and **CHARLES FREELAND AND CYNTHIA FREELAND, TRUSTEES OF THE FREELAND FAMILY TRUST**, owners of premises, hereinafter referred to as "Lessor," is hereby amended a first time as follows:

WHEREAS, on August 23, 2011 a Lease Agreement ("Lease") was entered into between the **COUNTY OF EL DORADO**, a political subdivision of the State of California ("Lessee"), and **CHARLES FREELAND AND CYNTHIA FREELAND, TRUSTEES OF THE FREELAND FAMILY TRUST**, owners of premises, ("Lessor"), for that certain real property known as **3615 China Garden, Diamond Springs, California** ("Premises"), that is incorporated herein and made a part hereof by this reference; and

WHEREAS, on October 8, 2015, County of El Dorado notified Lessor of the intent to lease additional space for storage.

NOW, THEREFORE, it is mutually agreed that Lease Agreement #134-L1211 shall be amended a first time as follows:

A. Section 1 – PREMISES is replaced in its entirety to read as follows:

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, for and in consideration of the rents, covenants, and agreement hereinafter set for, the "Premises" described as follows:

**Warehouse Space along with the entire 1.57 acre parcel
3615 China Garden
Diamond Springs, CA 95619**

The Premises consists of 1.57 acres of land which includes a 4,000 square feet of improved warehouse space together with approximately 9,500 square feet of storage space as described in Exhibit "A" marked "Additional Storage Space", incorporated herein and made by reference a part thereof.

B. Section 3 – BASE RENT is amended to include a new paragraph to read as follows:

Upon the first day of the month following completion of the storage space improvements as described in Exhibit "A", Lessee to pay Lessor an additional \$675.00 per month, for a total monthly base rent of \$3,838.48.

Payment of the rent shall be made to Lessor as provided herein, or to such other persons or place as Lessor may from time to time designate in writing. Lessor shall notify Lessee in writing of such designation. Said notice shall become part of this Lease upon acknowledgment in writing by the County Lease Administrator, and no further amendment of the Lease shall be necessary provided that such designation does not conflict with any other provisions of this Lease.

C. Section 4 – OPTIONS FOR ADDITIONAL TERMS is replaced in its entirety to read as follows:

Lessee shall have the option to Lease the subject Premises (1.57 acres of land which includes a 4,000 square feet of improved warehouse space together with approximately 9,500 square feet of storage space) for one (1) additional three (3) year term and two (2) additional one (1) year terms after the initial Lease expiration date of September 19, 2016. Such option(s) shall be on the same terms and conditions as provided for herein for the initial term. Lessee shall notify Lessor in writing approximately sixty (60) days prior to the expiration of the first three (3) year term and each additional one (1) year terms thereafter, should Lessee elect to exercise said option(s).

D. Section 18 – ASSIGNMENT AND SUBLEASING is amended and replaced in its entirety to read as follows:

This Lease shall not be assigned or transferred by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. The party requesting assignment or transfer of the Lease shall provide the other party with notice of the proposed assignment or transfer. The other

party shall have ten (10) business days after receipt of said notice to approve or disapprove the assignment or transfer.

In addition, Lessor shall give Lessee prior written notice of any proposed changes in the ownership of the Premises, including but not limited to proposed conveyances of title or interest in the Premises. Failure to provide prior written notice shall be deemed a breach of this Lease, and Lessee may terminate the Lease, without any penalty or liability, upon thirty (30) days written notice of such termination to Lessor.

E. Section 22 – NOTICES is amended to update Lessee and Lessor information as follows:

Lessee: County of El Dorado
Chief Administrative Office
Facilities Division
3000 Fairlane Court, Suite One
Placerville, CA 95667
Attention: Russell Fackrell
Telephone (530) 621-7596

Lessor: Charles H. Freeland & Cynthia J. Freeland
2641 Old Meder Road
Rescue, CA 95672
(530) 676-5508

E. Section 30 – LEASE ADMINISTRATION is replaced in its entirety to read as follows:

The County officer or employee with responsibility for administering this Lease is Russell Fackrell, Facilities Manager, Chief Administrative Office - Facilities Division, or successor.

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

DEPARTMENT CONCURRENCE:

Dated: 1/26/16 Signed: 
John D'Agostini, Sheriff-Corner
Public Administrator

LEASE ADMINISTRATOR:


Dated: 1/20/16 Signed: 
Russell Fackrell, Facilities Manager
Chief Administrative Office
Facilities Division

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement 134-L1211 the day and year first below written.

**LESSOR: CHARLES FREELAND AND CYNTHIA FREELAND,
TRUSTEES OF THE FREELAND FAMILY TRUST**

Dated: 1-17-16 Signed: 
Charles Freeland, Trustee

Dated: 1-17-16 Signed: 
Cynthia Freeland, Trustee

LESSEE: COUNTY OF EL DORADO

Dated: 2/23/16 Signed: 
Ron Mikulaco, Chair
Board of Supervisors

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By:  Dated: 2/23/16
Deputy Clerk

EXHIBIT "A" – ADDITIONAL STORAGE SPACE

1.1 Lessor will, at its sole cost and expense, construct additional storage space at the Premises pursuant to mutually agreed upon plans and specifications (the "Work"). All costs associated with the permitting, installation, and construction of the Work shall be the sole financial responsibility of Lessor. Lessor will clear and prepare for storage a wooded section of the Property consisting of approximately 9,500 square feet to be completed ninety (90) days after execution of Amendment I to Lease # 134-L1211. The Work will be completed during normal business hours and will be coordinated with Lessee to minimize interruptions of County business.

1.2 Unless specifically noted to the contrary on the approved Construction Plans, the Work shall be constructed using building standard specifications and materials as determined by Lessor, and in compliance with applicable federal, state and local laws. Lessor, at its sole cost and expense, shall be responsible for ensuring that the Work is compliant and will be constructed in compliance with current regulations and all other applicable federal, state and local laws, requirements, ordinances, resolutions and regulations throughout the initial and extended term(s) of the Lease.

1.3 Pursuant to California Labor Code Section 1720.2, Lessor shall require all the Work to be performed at prevailing wage.

1.4 The storage space shall be consistent with Exhibit "A-1" incorporated herein and made by reference a part thereof. Lessor shall notify the Lessee if there is any substantial deviation from Exhibit "A-1". Any substantial deviation will require approval from the Lessee within seven business days after receipt of changes.

1.5 Lessee's Representative. Lessee has designated Russell Fackrell, Facilities Manager, or designee as its sole representative with respect to the matters set forth in this Exhibit A and any attachments thereto, who, until further notice to Lessor, shall have full authority and responsibility to act on behalf of the Lessee as required in this Work Letter.

1.6 Lessor's Representative. Prior to the commencement of construction, Lessor shall designate its representative with respect to the matters set forth in this Exhibit, who, until further notice to Lessee, shall have full authority and responsibility to act on behalf of the Lessor as required in this Exhibit.



Lease #134-L1211 - Amendment I - Exhibit "A-1"