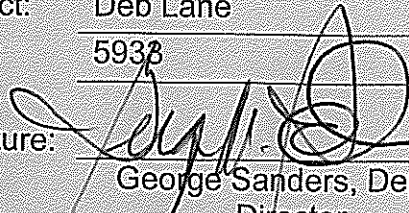


CONTRACT ROUTING SHEET

Date Prepared: 10/23/07

Need Date: 10/24/07

PROCESSING DEPARTMENT:

Department: General Services
 Dept. Contact: Deb Lane
 Phone #: 5938
 Department: _____
 Head Signature: 
 George Sanders, Deputy Director

CONTRACTOR:

Name: Ernest & Marie Fortino
 Address: 2196 Lake Tahoe Blvd, Suite
South Lake Tahoe, CA 96150
 Phone: (530) 542-5521

EL DORADO COUNTY COUNSEL
 2007 OCT 23 AM 11:21
 Alvin Ramirez

CONTRACTING DEPARTMENT: Development Services

Service Requested: Amendment III to Lease Agreement #159-L9911
 Contract Term: Ending June 30, ~~2007~~ 2008 Contract/Amendment Value: _____
 Compliance with Human Resources requirements? Yes: _____ No: _____
 Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: _____ Date: 10/23/07 By: D. LIVINGSTON
 Approved: _____ Disapproved: _____ Date: _____ By: _____

DATE	ASSIGNMENT	ATTORNEY	DEPT / INDEX NO.	BY:
10/23/2007		D. LIVINGSTON	159-L9911	ALVIN RAMIREZ

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: _____ Date: 10/23/07 By: Costello
 Approved: _____ Disapproved: _____ Date: _____ By: _____

RECEIVED
 HUMAN RESOURCES DEPT
 07 OCT 23 PM 3:31

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____

COUNTY OF EL DORADO
AMENDMENT III TO LEASE AGREEMENT # 159-L9911

THIS AMENDMENT III to lease #159-L9911, dated October 27,1998 (the"Lease"), by and between **TAKELA LTD**, a California Limited Partnership, hereinafter referred to as "Lessor," and the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter called "Lessee", is hereby amended as follows:

WHEREAS, on October 27, 1998, a lease agreement ("Lease") was entered into between the **COUNTY OF EL DORADO**, a political subdivision of the State of California ("Lessee") and **TAKELA LTD** a California Limited Partnership ("Lessor"), for that certain real property know as: **1029 Takela, Suite #5, South Lake Tahoe, CA. 96150** (Premises); and

WHEREAS, on November 4, 2003, (i.e., Amendment I) said lease was amended to reflect a change in ownership to **Ernest Fortino and Marie Fortino, Trustees or successors of the 1994 Ernest Fortino and Maria Fortino Revocable Trust**, converting to a month to month tenancy, change the address for lease payments; and

WHEREAS, on August 22, 2006, (i.e., Amendment II) the Lessor and Lessee desire to amend said Lease Agreement to increase the size of leased Premises, monthly lease payments and change the term of said agreement.

WHEREAS, the Lessor and Lessee desire to amend said Lease Agreement to reflect the change in occupancy; and

WHEREAS, the Human Services Department has vacated the Premises and the Department of Development Services shall occupy said Premises; and

WHEREAS, said Department of Development Services has requested formalizing in writing said occupancy to assure reimbursement from funding sources;

NOW THEREFORE, it is mutually agreed as follows:

Department of Development Services occupies the said Premises and is therefore responsible for payment of rents associated with said occupancy.

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

DEPARTMENT CONCURRENCE:

Dated: _____

Signed: _____

**Greg Fuz, Director
Department of Development Services**

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

**LESSORS: Ernest Fortino and Maria Fortino, Trustees or Successors of the 1994
Ernest Fortino and Maria Fortino Revocable Trust**

Dated: 10/23/07

Signed: Ernest Fortino
Ernest Fortino, Owner

Dated: 10/23/07

Signed: Marie Fortino
Marie Fortino, Owner

LESSEE: County of El Dorado

Dated: _____

Signed: _____

**, Chairman
Board of Supervisors**

Attest: Cindy Keck, clerk of the
Board of Supervisors

Dated: _____

By: _____
Deputy Clerk

56

ORIGINAL
COUNTY OF EL DORADO
AMENDMENT #1 TO LEASE # 159-L9911
DEPARTMENT OF SOCIAL SERVICES

THIS AMENDMENT to lease #159-L9911, dated October 27,1998 (the"Lease"), by and between **TAKELA LTD**, a California Limited Partnership, hereinafter referred to as "Lessor," and the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter called "Lessee", is hereby amended as follows:

WHEREAS, on October 27, 1998, a lease agreement ("Lease") was entered into between the **COUNTY OF EL DORADO**, a political subdivision of the State of California ("Lessee") and **TAKELA LTD** a California Limited Partnership ("Lessor"), for that certain real property know as: **1029 Takela, Suite #5, South Lake Tahoe, CA. 96150** (Premises); and

WHEREAS, Lessor, **TAKELA LTD**, have notified Lessee, **COUNTY OF EL DORADO**, of the transfer of ownership of the aforementioned leased Premises, and

WHEREAS, Lessors, **TAKELA LTD**, no longer owns any interest in said Premises, and

WHEREAS, the new sole owners of said Premises are **ERNEST FORTINO AND MARIE FORTINO, TRUSTEES OR SUCCESSORS OF THE 1994 ERNEST FORTINO AND MARIA FORTINO REVOCABLE TRUST**.

NOW THEREFORE, it is mutually agreed as follows:

1. **Paragraph 2, TERM**, shall read as follows:
The term of this Lease shall be converted to month to month commencing November 1, 2003, subject however, to earlier termination as hereinafter more particularly provided in Paragraph 20.
2. **Paragraph 3, PAYMENT**, is hereby amended to reflect the location to which monthly lease payments are to be sent:

Coldwell Banker McKinney & Associates, Inc., Realtors
c/o Peggy Eichhorn
2196 Lake Tahoe Blvd., Suite 1
South Lake Tahoe, CA 96150

3. **Paragraph 4, OPTION FOR ADDITIONAL TERMS**, shall read as follows:
Said above lease agreement is converted to month to month effective November 1, 2003 and Lessee shall notify Lessor in writing approximately thirty (30) days of the intent to vacate premises.
4. **Paragraph 21, NOTICES**, is hereby amended as follows:

Except as otherwise expressly provided by the law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party, Lessor or Lessee, to whom it is directed or any managing employee of such party or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to:

Lessor: Ernest Fortino And Marie Fortino
Trustees or Successors of the 1994
Ernest Fortino and Maria Fortino Revocable Trust
c/o Coldwell Banker McKinney & Associates, Inc., Realtors
2196 Lake Tahoe Blvd., Suite 1
South Lake Tahoe, CA 96150

Telephone: (530) 542-5521
Attention: Peggy Eichkorn

Lessee: County Of El Dorado
General Services Department
360 Fair Lane
Placerville, CA 95667

Attention: Director of General Services
Telephone: (530) 621-5846

Lessors, ERNEST FORTINO AND MARIE FORTINO, do hereby assume full and sole responsibility for all of the Lessor's obligations under the terms of said 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: 10/24/2003

Signed: David T. Hill
DAVID T. HILL ~~Director~~ Director
Social Services Department

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

LESSORS: Ernest Fortino and Maria Fortino, Trustees or Successors of the 1994

Ernest Fortino and Maria Fortino Revocable Trust

Dated: 10-12-03

Signed: Ernest Fortino - Owner
Ernest Fortino, Owner

Dated: 10-12-03

Signed: Marie Fortino - Owner
Marie Fortino, Owner

Takela LTD, a California Limited Partnership

** SEE ATTACHED DOCUMENT DIVESTING WILLIAM CONLON FROM ANY INTEREST IN SUBJECT PROPERTY

Dated: _____

Signed: _____
William Conlon, General Partner

LESSEE: County of El Dorado

Dated: 11/4/03

Signed: Helen K. Baumann
Helen K. Baumann, Chairman
Board of Supervisors

Attest: Dixie L. Foote, clerk of the
Board of Supervisors

Dated: 11/4/03

By: Margaret E. Moody
Deputy Clerk

05/01/2001.20010033051

EXHIBIT "ONE"

Parcel 1:

Lot "B" as said Lot is shown upon that certain map entitled "Lakeview Pines Subdivision", filed in the Office of the County Recorder of El Dorado County, State of California, on October 2, 1957 in Book "B" of Maps, at page 86.

Parcel 2:

All that portion of Lot 4, Section 33, Township 13 North, Range 18 East, M.D.B.&M., more particularly described as follows:

COMMENCING at the Northwest corner of Lot B of Lakeview Pines Subdivision, as said Lot is designated and numbered on the Official Map of said subdivision filed in the Office of the Recorder of the County of El Dorado, State of California, on October 12, 1957, in Map Book "B" at page 86, said point being on the Easterly side of Takela Drive; thence leaving said point of beginning and along the Easterly boundary of said Takela Drive, North 0° 11' 43" East 34.92 feet; thence leaving said Takela Drive and running East 151.88 feet; thence South 0° 11' 43" West 34.92 feet to the Northeast corner of said Lot B of Lakeview Pines Subdivision; thence along the Northerly boundary of said Lot B West 151.88 feet to the point of commencement.

Assessor's Parcel No: 027-364-25

05/01/2001.20010033051

Description: El Dorado, CA Document-Year.DocID 2001.33051 Page: 2 of 2
Order: qa Comment:

COUNTY OF EL DORADO

Lease Number 159-L9911

Department of Social Services

THIS LEASE is made by and between **TAKELA LTD**, a California Limited Partnership, herein referred to as "Lessor", and the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter called "Lessee".

1. PREMISES

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

477 square feet of office space
1029 Takela
South Lake Tahoe, CA 96150

2. TERM

The term of this Lease shall be for a period of five (5) years commencing on November 1, 1998 and ending on October 31, 2003, subject, however, to earlier termination as hereinafter more particularly provided in Paragraph 20.

3. PAYMENT

Lessee agrees to pay to lessor as rent the sum of Six Hundred Sixty-Eight Dollars (\$668.00) per month for the period commencing November 1, 1998, through October 31, 2003, payable on the first day of each and every month commencing November 1, 1998. Rent shall be paid to **TAKELA LTD**, in care of William Conlon, General Partner, at 3351 Lake Tahoe Blvd, Ste.1, So. Lake Tahoe, CA 96150

4. OPTION FOR ADDITIONAL TERMS – Not Applicable

5. USE OF PREMISES

The Premises are leased to the County of El Dorado for the purpose of conducting business and activities permitted by law including any government operations or uses related thereto.

6. PROHIBITED USE

Lessee shall not commit or permit the commission of any acts on the Premises nor permit the use of the Premises in any way that will:

- A. increase the existing fire rates or cancel any fire, casualty, liability or other insurance policy insuring the building or its contents;
- B. violate or conflict with any law, statute, ordinance, governmental rule or regulation whether now in force or hereinafter enacted, governing the Premises;
- C. obstruct or interfere with the rights of other tenants or occupants of the building or injures or annoy them; and
- D. constitute commission of a waste on the Premises

7. INSURANCE

The Lessee is self-insured and shall provide a letter of self-insurance if requested to do so by Lessor at any time during the term of this Lease. At all times after the execution of this Lease, Lessor shall carry commercial general liability insurance of not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

8. ALTERATIONS

Lessee shall not make or permit any other person to make any alterations to the Premises without the written consent of Lessor first obtained. Should Lessor consent to the making of any alterations to the Premises by the Lessee, subsequent to execution of this Lease, said alterations shall be made at the sole cost and expense of Lessee.

9. MAINTENANCE AND REPAIRS

Lessee shall, at all times during the term of this Lease and any renewal or extension thereof, maintain, at Lessee's sole cost and expense, the Premises, in a good, clean, and safe condition, and shall on expiration or sooner termination of this Lease surrender the Premises to Lessor in as good condition and repair as they are in on the date of this Lease, reasonable wear and tear and damage by the elements excepted.

10. ADA MODIFICATIONS

Lessee agrees, at its sole cost and expense, to make changes necessary to bring the subject premises up to the accessibility standards of the Americans with Disabilities Act (ADA).

11. INSPECTION BY LESSOR

Lessee shall permit Lessor or Lessor's agent, representative or employees to enter the Premises at all reasonable times for the purpose of inspecting the Premises to determine whether Lessee is complying with the terms of the Lease and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in the Premises under the Lease.

12. SERVICES FURNISHED BY LESSOR

Lessor shall pay all real property taxes on the Premises. Lessor shall, at Lessor's own cost and expense, maintain the exterior walls, exterior windows, automobile parking areas, exterior lighting, sidewalks, retaining walls, ramps, plumbing, electrical, heating and air conditioning, landscaped areas, air-conditioning and heating equipment and ductwork, and roof and structural supports of the building of which the Premises are a part, in good order and repair, excepting any repairs caused by the negligent or willful act of Lessee or Lessee's agents or servants.

13. UTILITIES

A. Water and sewer suitable for the intended use of the Premises shall be provided and paid by Lessor.

- B. Gas and/or electric utilities shall be obtained and paid by Lessee.
- C. Janitorial services including the cleaning of windows and replacement of light globes or fluorescent tubes shall be paid by Lessee.
- D. Garbage removal shall be provided and paid for by Lessor.
- E. Lessee shall obtain and pay for telephone service
- F. Lessor shall provide snow removal services at its sole expense.

14. AIR CONDITIONING AND HEATING

Lessor has provided, and shall maintain, or cause to be maintained, in the building of which the Premises are a part, an air conditioning and heating system.

15. DESTRUCTION OF PREMISES

Should said premises, or the building of which they are a part, be damaged or destroyed by any cause not the fault of Lessee, Lessor shall at Lessor's sole cost and expense promptly repair the same and the rent payable under this Lease shall be abated for the time and to the extent Lessee is prevented from occupying the Premises in their entirety; provided, however, that should the cost of repairing the damage or destruction exceed 25 percent of the full replacement cost of the Premises, Lessee may choose, in lieu of Lessor making the repairs required by this paragraph, to terminate this Lease by giving Lessor ten (10) days written notice of such termination.

16. CONDEMNATION OF PREMISES

Should all or any part of the Premises be taken by any public or quasi-public agency or entity under the power of eminent domain during the term of the Lease:

- A. Either Lessor or Lessee may, after the initial 90-day period, terminate this Lease by giving the other thirty (30) days' written notice of termination; provided, however, that Lessee cannot terminate this Lease unless the portion of the Premises taken by eminent domain is so extensive as to render the remainder of the Premises useless for the purposes intended by this Lease.

- B. Any and all damages and compensation awarded or paid because of the taking, except for amounts paid Lessee for moving expenses or for damage to any personal property or trade fixtures owned by Lessee, shall belong to Lessor, and Lessee shall have no claim against Lessor or the entity exercising eminent domain power for the value of the unexpired term of this Lease.
- C. Should any portion of the building containing the Premises other than the Premises be taken by eminent domain, Lessor or Lessee may, at its option, terminate this Lease.

17. ASSIGNMENT OR SUB-LEASING

Lessee shall not sub-lease, encumber, assign, or otherwise transfer its rights or interests under this lease, without the express written consent of the Lessor first had and received, provided said consent by Lessor shall not be unreasonably withheld.

18. RULES AND REGULATIONS

Lessee shall fully and faithfully comply with and observe the rules and regulations for the building of which the Premises are a part. Lessor shall communicate in writing and give notice to Lessee of said rules and regulations.

19. ACTS CONSTITUTING BREACH BY LESSEE

Lessee shall be guilty of a material default and breach of this Lease should:

- A. Any rent be unpaid when due and remain unpaid for thirty (30) days after written notice to pay such rent or to surrender possession of the premises has been given to Lessee by Lessor;
- B. Lessee default in the performance of or breach any provision, covenant, or condition of this Lease other than one for the payment of rent and such default or breach is not cured within thirty (30) days after written notice thereof is given by Lessor to Lessee; or
- C. Lessee breaches this Lease and abandons the Premises prior to the expiration of the term of this Lease.

20. NON-APPROPRIATION

Lessor acknowledges that Lessee's funding for this Lease is in large part dependent upon receipt of certain or federal funds by Lessee. Lessee may terminate this Lease upon sixty (60) days notice if funds are not budgeted in any fiscal year for the leasehold of these Premises. If the termination for lack of funding provision of this paragraph is utilized by the Lessee, Lessee agrees not to lease other space for the non-funded function for the remainder of the then-current fiscal year.

21. NOTICES

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party, Lessor or Lessee, to whom it is directed or any managing employee or such party or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to:

LESSOR: Takela Ltd., a California Limited Partnership
c/o William Conlon, General Partner
3351 Lake Tahoe Blvd, Suite 1, So. Lake Tahoe, CA 96150

LESSEE: County of El Dorado - General Services Department
360 Fair Lane, Placerville, CA 95667

Either party, Lessor or Lessee may change its address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

22. BINDING ON HEIRS AND SUCCESSORS

This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, Lessor and Lessee, hereto.

23. TIME OF ESSENCE

Time is expressly declared to be the essence of this Lease.

24. WAIVER

The waiver of any breach of any of the provisions of this Lease by Lessor shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee either of the same or of another provision of this Lease.

25. SOLE AND ONLY AGREEMENT

This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the Premises and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void.

26. SEVERABILITY

If any provision, clause or part of the Agreement, or the application thereof under certain circumstances, is held invalid the remainder of this Agreement or the application of such provisions, clauses, or parts under other circumstances shall not be affected thereby.

27. CALIFORNIA FORUM AND LAW

Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

28. ATTORNEY'S FEES

Should any litigation be commenced between Lessor and Lessee concerning the Premises, this Lease, or the rights and duties of either Lessor or Lessee in relation thereto, the party, Lessor or Lessee, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees in the litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

29. LEASE ADMINISTRATION


The County officer or employee with responsibility for administering this Lease is the Director of General Services, or successor.

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

LESSOR:

TAKELA LTD., a California Limited Partnership

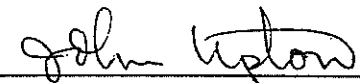
Dated: 10-9-98

Signed: 
William Conlon, General Partner

LESSEE:

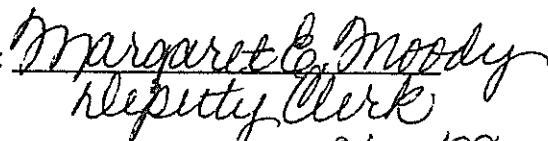
COUNTY OF EL DORADO

Dated: October 27, 1998

Signed: 
John Upton, Chairman
Board of Supervisors
10/27/98

ATTEST:

DIXIE L. FOOTE, Clerk of the
Board of Supervisors

By: 
Deputy Clerk
10/27/98

Job1-lse (9/30/98-pb)

Exhibit A

The undersigned Parties hereby agree as follows:

1. Lessor agrees to provide increased lighting acceptable to Lessee.
2. Remove and replace current HVAC. New HVAC unit shall meet security standards.
3. ~~Remove and replace current~~ cedar wood on walls, and paint all areas within leased space. - Will clean ~~the~~ carpet
4. Lessor shall install parking lot lighting.
5. Lessor shall stripe parking lot and provide adequate ADA parking improvements as required by law.
6. Lessor shall repair rear wall where telephone equipment is located and provide new access door.
7. Janitorial services to be provided for two restrooms, twice weekly at Lessor's cost.