

Letter of Intent & Lease Agreement

This letter of intent is made this 29th day of February, 2008 by and between United Outreach (Lessee) and John Conforti, Jim Wunschel & Tom Van Noord, (Owners) who are owners of the building which houses the Pollock Pines Community & Wellness Center (PPCWC) aka PollyCorp, (Lessor) who is negotiating the Master Lease on the property referenced herein.

Whereas, PollyCorp intends to be the Master Lessor of the PPCWC facility located at 6290 Pony Express Trail, Pollock Pines, CA; inclusive of the APN numbers: 101-291-03, 04, 05, 06 per El Dorado County Recorder's office(hereinafter referred to as 'the facility').

Whereas, PPCWC desires to lease space to United Outreach and United Outreach desires to lease that space;

Whereas, United Outreach has determined that it can not economically operate within the PPCWC facility without financial support and intends to solicit and receive such financial support prior to committing to the lease of space from PPCWC; and

Whereas, United Outreach expects to present this Letter of Intent/Lease Agreement to such entities that it solicits such funds from as evidence of the intent of the parties hereto to enter into a long-term lease of space upon the terms presented below.


Now therefore, in consideration of the promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Agreement to lease space – PollyCorp agrees to lease and United Outreach agrees to lease approximately 3000 square feet for the purposes of serving the homeless populations housing needs at the PPCWC facility.
2. Lease – As Master Lessor of the PPCWC facility, PollyCorp and United Outreach agree to enter into a lease of such space for a period of no less than five years (with options to renew for up to an additional ten years) at a fair market rate, (the "Lease"). The total rent payable under the lease shall be a sum of a fair market rate per sq foot per month plus the per square foot cost of the planned tenant improvement. The actual costs for tenant improvements for United Outreach if it installs separate facilities (currently expected to be manufactured buildings) outside of the PPCWC building, but within the campus are undetermined at this time.
3. Due Diligence – The Parties agree to provide such financial, operating and personnel information as may be reasonably required by either Party in connection with the Lease.
4. Documentation – The Parties agree that the Lease requires carefully constructed documentation and mutual agreement. Accordingly, the Parties agree to negotiate in good faith the precise terms and conditions of the Lease; once United Outreach receives the necessary assurances of the required financial support necessary to

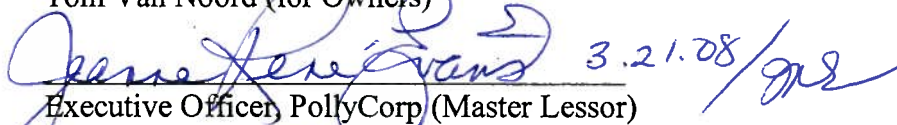
fulfill it's obligations under the Lease provided however that the general economic terms of the transactions shall be as set forth herein.

5. Conditions Precedent – The Parties agree that the Lease shall be not be binding and consummated until such time as the facility is prepared for occupancy by United Outreach and United Outreach receives continuing operating funds in an amount sufficient for it to properly operate at the PPCWC facility. Further, the Parties agree that the Lease shall not be binding and consummated until both Parties have completed their Due Diligence and the transactions have been mutually and satisfactorily documented, as set forth in Sections 3 and 4, above.
6. Termination – This Letter of Intent may be terminated upon ten days written notice by any Party if United Outreach notifies PPCWC that United Outreach will not be awarded the proposed financial support or if the owners and/or PPCWC notifies United Outreach that it cannot complete the planned tenant improvements. If United Outreach does obtain award of the proposed financial support, then the Parties will negotiate the final documentation and sundry terms in good faith. If the Parties are unable to agree, then either Party may terminate this LOI/LA upon ten days written notice.

In Witness thereof and with the intention to be legally bound hereby the Parties hereto have caused their duly authorized officers to execute this Letter of Intent/Lease Agreement.



Tom Van Noord (for Owners)

 3.21.08/gre

Executive Officer, PollyCorp (Master Lessor)

JEANNINE RENÉ EVANS, CHAIR PERSON

Print Name & Title



Authorized Signature for United Outreach

Arthur A. Edwards, President United Outreach

Print Name & Title

Mar 21, 2008

Date

EL DORADO UNION HIGH SCHOOL DISTRICT

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March 12, 2008

Mr. Art Edwards, President
United Outreach of El Dorado County
Grace Place Homeless Shelter
P.O. Box 1675
Diamond Springs, CA 95619

RE: Purchase of Four Portables

Dear Mr. Edwards:

The El Dorado Union High School District Board of Trustees has declared four portables located at Independence High School in Diamond Springs as surplus. Each of these portables is 24' X 40'. The District is willing to sell them "as is" to United Outreach of El Dorado County for one dollar (\$1.00) per portable.

The portables will need to be removed between May 27th, and midnight, May 31, 2008. The removal schedule cannot be altered. The school district will be responsible for utility disconnect and the entire cost of removal and relocation will be the responsibility of United Outreach.

Due to time restraints, if I do not receive a purchase agreement from United Outreach by March 15, 2008, we will advertise the portables for sale to the highest bidder. However, unless or until the portables are sold, the offer to United Outreach will be honored.

Please feel free to contact me with any questions at 530-622-5081 x 227.

Very truly yours,



Stephen H. Luhrs
Associate Superintendent Business Services

cc: Sherry Smith, Superintendent
Patty McClellan, Facilities Director

George W. Osborne - *President*
Division 1

George A. Wheeldon - *Vice - President*
Division 4



John P. Fraser - *Director*
Division 2

Bill George - *Director*
Division 3

Harry J. Norris - *Director*
Division 5

In reply refer to: L2008-038

March 21, 2008

Mr. Art Edwards, President
United Outreach of El Dorado County
Grace Place Homeless Shelter
P.O. Box 1675
Diamond Springs, CA 95619

Re: Donation of Modular Office

Dear Mr. Edwards:

On November 14, 2007, the El Dorado Irrigation District Board of Directors declared a 1981 Fleetwood model modular office as surplus to the District's needs. The modular office is located at our Project 184 headquarters, 7225 Highway 50, Pollock Pines, and it is approximately 24' x 50' in size. The District is willing to sell this modular office "as is" to United Outreach of El Dorado County for one dollar (\$1.00) pursuant to the District's standard Agreement for Donation and Use of Surplus Property.

El Dorado Irrigation District will be responsible for utility disconnection. The entire cost of removal and relocation will be the responsibility of United Outreach. We appreciate this opportunity to provide a public benefit to the residents of El Dorado County.

Sincerely,

A handwritten signature in blue ink, appearing to read 'David Witter', is written over a blue circular stamp.

David Witter
Interim General Manager

TC:DW:pj

cc: Steve Griffin, General Services/Purchasing Supervisor
Dan Downey, Hydroelectric Division Co-Manager
Doug Nowka, El Dorado County Department of Human Services (via personal pickup)



GARY DOUPNIK MANUFACTURING, INC.

Deliver To: Art Edwards, President, United Outreach of El Dorado County
email: art.edwards@sbcglobal.net
Fax: 530-622-1031
Tel: 530-622-1103

From: J. T. Doupnik
Date: March 13, 2008

Dear Mr. Edwards:

Thank you for the opportunity to present the following proposal based on the attached floor plan. I will be available for any questions or comments at (916) 652-9291.

THE VALUE OF ONE (1) USED 24' x 40'
Modular Building.....\$30,000

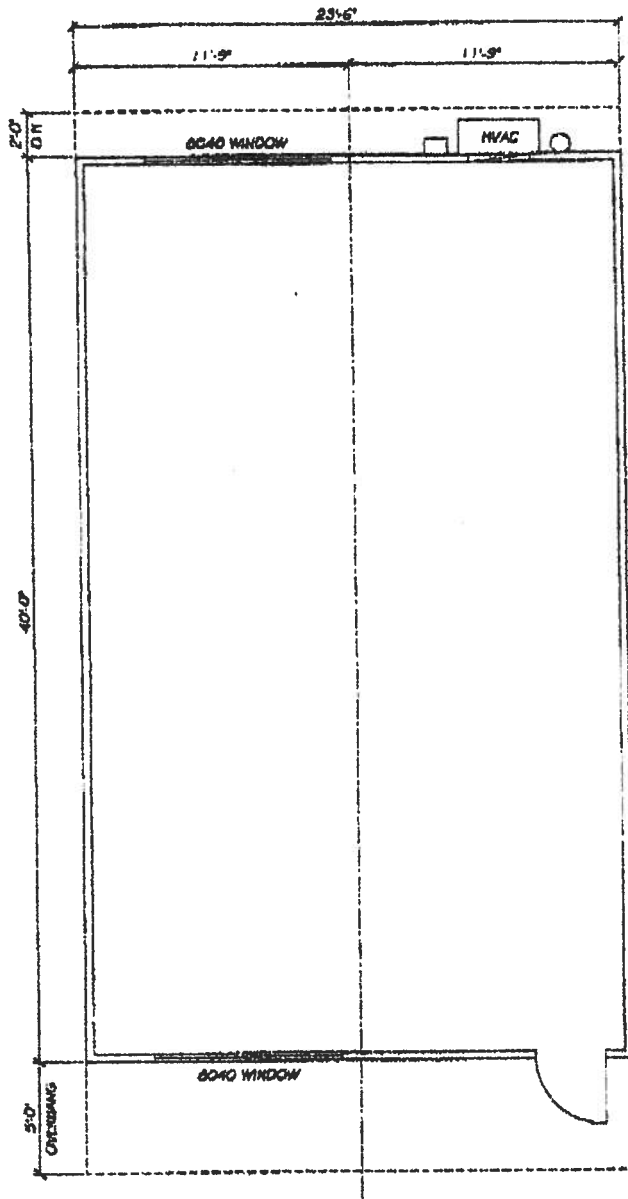
Respectfully submitted,

J. T. Doupnik

RECEIVED

MAR 18 2008

EDC HUMAN SERVICES
HOUSING DEPT



24x40' Classroom 'A'
 GARY DOLPNIK, MFG., INC.
 916.652.9291 ~ www.gdmfg.com



March 20, 2008

To whom it may concern:

We have donated \$304.22 in printing of business cards to United Outreach of El Dorado County for the year 2007. We have donated \$271.44 in printing to date for 2008. We will commit to another 3 years of the same.

Sincerely,

Laura Callahan
Manager

CALIFORNIA'S OLDEST NEWSPAPER - EST. 1851

Mountain Democrat



Dead woman found at Placerville park

By Denise Marie Siino | Democrat staff writer | March 20, 2008 15:24



Democrat photo by Dan Burkhart A MAN AND WOMAN MOURN the loss of their friend, Susan Mobley, whose body was found dead on the western slope of the park Wednesday afternoon.

Four boys playing war with air guns in the woods and around the pond inside Lumsden Park stumbled across a dead woman's body hidden in the trees on the western slope of the park Wednesday afternoon.

The deceased is Susan Mobley, 48, who, according to friends at the scene, had been missing about a week. Mobley had been living in a tent in the park, they said.

Medics from the El Dorado County Fire Protection District Station 25 in Placerville confirmed that Mobley was dead at around 3:30 p.m. but her cause of death is still pending an autopsy performed on Thursday.

'We are completing a comprehensive death investigation to determine what happened,' said Placerville police Chief George Nielsen.

There was no obvious cause of death or evidence of foul play.

'We are seeing an increase in our transient and homeless population, which is becoming more prevalent everywhere else as well,' Nielsen said. 'We see a death like this every couple of years. There is a definite association (between death and) lifestyle in that population.'

Mobley leaves behind a daughter of unknown age.

Contact Denise Siino at (530) 344-5062 or e-mail her at dsiino@mtdemocrat.net.

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