

**3883 Ponderosa Rd**

**LEASE - #055-L1311**

**Amendment I**

**THIS AMENDMENT I** to Lease Agreement #055-L1311 dated August 14, 2012 ("**Lease**") by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Lessee") and Carlton Commercial Properties, LLC (hereinafter referred to as "Lessor"), is hereby amended as follows:

**R E C I T A L S**

**WHEREAS**, on August 14, 2012, a Lease Agreement ("Lease") was entered into between Lessee and Lessor for that certain property known as 3883 Ponderosa Road, Building A, Shingle Springs, California 95682 ("Premises"); and

**WHEREAS**, the Lessee and Lessor have elected to amend the agreement to allow the Lessor to construct building improvements requested by the Lessee; and

**WHEREAS**, the parties hereto have mutually agreed to increase the total amount of said Lease by \$51,500 to pay for building improvements and to modify **Section 50: Lessor Supplied Services**, and **Section 64: Maintenance**, and to add a new **Section 85: Lessee Requested Tenant Improvements, Exhibit G**, marked "**Additional Tenant Improvements**," and **Exhibit H**, marked "**Termination Fee Schedule - Generator**";

**NOW THEREFORE**, the parties do hereby agree that Lease #055-L1311 shall be amended a first time as follows:

**I. SECTION 50: LESSOR SUPPLIED SERVICES**, is hereby amended to add a paragraph to the end of this section to read as follows:

Lessee shall provide the propane tank and shall be solely responsible for the cost of providing propane for the generator. Lessor shall be responsible for insuring the generator propane tank is full at all times.

**II. SECTION 64: MAINTENANCE**, is hereby amended to add a paragraph to the end of this section to read as follows:

Lessor shall be responsible for all repairs and maintenance of the generator and shall provide Lessee with a copy of the annual inspection and maintenance report. Lessor shall also test the generator monthly. Should the generator breakdown during a power outage and the parts and or repairs will require more than twenty-four (24) hours to complete, the Lessor will not be responsible for providing a temporary generator.

III. **SECTION 85: LESSEE REQUESTED TENANT IMPROVEMENTS** is hereby added to read as follows:

**85. LESSEE REQUESTED TENANT IMPROVEMENTS**

Lessee desires to have a generator at the Premises which shall automatically activate and energize the entire building including the entire HVAC system, when the local power utility shuts the power down. Lessee shall have the option to request Lessor to make additional tenant improvements including the generator, which shall be described in Exhibit G marked "Additional Tenant Improvements," incorporated herein and made reference a part hereof.

Except as herein amended, all other parts and sections of Lease Agreement 055-L1311 shall remain unchanged and in full force and effect.

**DEPARTMENT HEAD CONCURRENCE**

By: 

Name: Ron Ladage, Director

Title: Department of Child Support Services

Date: 4-9-20

**LEASE ADMINISTRATOR**

By: 

Name: Russell Fackrell

Title: Facilities Division Manager

Date: 4/9/20

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IN WITNESS WHEREOF, the parties have executed this First Amendment to Lease Agreement #055-L1311 on the day and year specified below.

“LESSEE”:

COUNTY OF EL DORADO

By: Brian K. Veerkamp

Chairman, Board of Supervisors

Date: 4/21/20

Attest:

Kim Dawson, Clerk of the Board of Supervisors

By: Kim Dawson

Date: 4/21/20

“LESSOR”:

Carlton Commercial Properties, LLC

By: Alan Carlton

Alan Carlton, Manager

Date: 4/10/20

## EXHIBIT G

### ADDITIONAL TENANT IMPROVEMENTS

1. Lessor will, at its sole cost and expense, construct tenant improvements 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 reimbursed by Lessee. The following is a list of required tenant improvements:
  - Install private office door
    - New door to match existing
  - Install new wall and barn door
    - Frame new wall and match materials to existing walls
    - Install barn door to match existing
  - Installation of 70 kilowatt generator (County to purchase generator, See Section 1.4)
    - Landlord is responsible for all materials and installation costs to install the 70 kilowatt generator including but not limited to, transfer switch, conduit, wiring, construction materials, parts, and labor associated with underground and above ground infrastructure.

The work will not begin until the Lessee has issued a Notice to Proceed (NTP) for each listed tenant improvement.

Upon completion of each tenant improvement listed above, Lessor shall invoice Lessee the cost of said improvements (with labor and material separated out within the invoice) and Lessee shall reimburse Lessor. Lessee's reimbursement for the Work shall not exceed \$51,500. In the event this amount is exceeded, Lessor is responsible for paying for such additional costs.

- 1.1 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 shall be constructed in compliance with current ADA laws and implementing 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.
- 1.2 Pursuant to California Labor Code Section 1720.2, Lessor shall require all the Work to be performed at prevailing wage.
- 1.3 County will purchase the generator based on specifications provided by the Lessor and will have it delivered to the Premises.
- 1.4 The cost of the transfer switch and all construction materials and labor associated with underground and above ground infrastructure will be amortized over a period of thirteen (13) years. In the event the Lease is terminated and Lessee vacates the Premises in less than thirteen (13) years from the first day the generator is fully operational or July 31, 2020 whichever is earlier, Lessor shall pay to Lessee a fee equal to Lessee's unamortized total cost for the installation of the generator amortized straight line over thirteen (13) years, as outlined

in Exhibit H, marked "Termination Fee Schedule - Generator." Any partial years Lessee occupies the space shall be prorated on the basis of twelve (12) months and the month the Lessee vacates the Premises will be considered a full month occupied.

1.5 Notwithstanding Section 7.4 of the Lease agreement, the County retains title and ownership of the generator. Lessee may elect, upon expiration or termination of the Lease, to remove the generator from the Premises at Lessee's cost or otherwise dispose the generator at fair market value.

**EXHIBIT H**

**TERMINATION FEE SCHEDULE - GENERATOR**

| <b>Count</b> | <b>Lease Year Ending</b> | <b>Termination Fee</b> |
|--------------|--------------------------|------------------------|
| 0            | July 31, 2020            | \$41,500.00            |
| 1            | July 31, 2021            | \$38,307.69            |
| 2            | July 31, 2022            | \$35,115.38            |
| 3            | July 31, 2023            | \$31,923.08            |
| 4            | July 31, 2024            | \$28,730.77            |
| 5            | July 31, 2025            | \$25,538.46            |
| 6            | July 31, 2026            | \$22,346.15            |
| 7            | July 31, 2027            | \$19,153.85            |
| 8            | July 31, 2028            | \$15,961.54            |
| 9            | July 31, 2029            | \$12,769.23            |
| 10           | July 31, 2030            | \$9,576.92             |
| 11           | July 31, 2031            | \$6,384.62             |
| 12           | July 31, 2032            | \$3,192.31             |
| 13           | July 31, 2033            | \$00                   |

The amount amortized only includes the cost to install the generator.

**Amortization cost:**

|   |                    |
|---|--------------------|
| Landlord - permits, labor, materials, to install. | \$41,500.00        |
| <b>Total cost to be amortized:</b>                | <b>\$41,500.00</b> |