

ORIGINAL

LEASE #611-L1311

Amendment V

3974 Durock Road, Shingle Springs Probation Department

THIS AMENDMENT V 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, Lease Agreement 611-L1311 was amended on June 6, 2017 to include all space in Area #3 in the monthly rental amount and to also make the Lessee responsible for the cost of electricity (Amendment IV); and

WHEREAS, the parties hereby mutually agree to modify Lease to extend the term for five (5) additional years, to add one (1) three (3) year renewal term, to revise the monthly rental rates and the number of parking stalls.

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

I. SECTION 1: BASIC LEASE PROVISIONS – the following section is hereby amended to revise the number of parking stalls:

| | | |
|-----|------------------|---|
| 1.3 | <u>Premises:</u> | Effective April 1, 2019, eighty-nine (89) parking stalls. |
|-----|------------------|---|

II. SECTION 1: BASIC LEASE PROVISIONS – the following section is hereby amended to revise the option term:

| | | |
|------------|---------------------|---|
| 1.5 | <u>Term:</u> | Option to Extend: One (1) five (5) year option (Option Term 1) and one (1) additional three (3) year option (Option Term 2) for all Premises. |
|------------|---------------------|---|

III. SECTION 1: BASIC LEASE PROVISIONS – the following section is hereby amended to add a new section 1.6a effective April 1, 2019:

| 1.6a | <u>Rent:</u> | Monthly Rent* | Rate Per Sq. Ft | Area 1 | Area 2 | |
|-------------|---|----------------------|---|---------------|---------------|------------|
| | Effective April 1, 2019 | Months 1-12 | \$1.41 psf | \$14,587.86 | \$5,814.84 | |
| | | Months 13-24 | \$1.46 psf | \$15,105.16 | \$6,021.04 | |
| | | Months 25-36 | \$1.51 psf | \$15,622.46 | \$6,227.24 | |
| | | Option Term 1 | Months 37-48 | \$1.56 psf | \$16,139.76 | \$6,433.44 |
| | | | Months 49-60 | \$1.61 psf | \$16,657.06 | \$6,639.64 |
| | | | Area 3 - \$1,400.00 per month and shall not increase for the duration of the lease. | | | |
| | *Subject to adjustment as described in Section 2.2. | | | | | |

IV. SECTION 3: RENT – New Section 3.4, is hereby added to read as follows:

3.4 For the Option Term 1, the rent shall be paid in accordance with Section 1.6a above. Rent shall be paid in advance on or before the first day of each calendar month. The effective date for the new rates per Amendment V shall be April 1, 2019. The rate currently in effect at March 27, 2019 shall carry forward through March 31, 2019.

V. SECTION 3: RENT – Section 3.3 is hereby amended to add a paragraph that reads as follows:

Effective April 1, 2019, Lessee shall pay the monthly rent specified in Section 1.6a above for Area 3.

IV. SECTION 4: OPTIONS – Section 4 the first sentence is amended in its entirety to read as follows:

4.0 Provided Lessee is not in default as of the date of exercise or the commencement of the renewal term, Lessee shall be entitled to one (1) option to extend the term of the Lease for a period of five (5) years (“Option Term 1”) for all of the Premises, on the same terms and conditions of the Lease, except that the Rent for Option Term 1 shall be at the rates as specified in Section 1.6a. After Option Term 1, Lessee shall be entitled to one (1) option to extend the term of the Lease for an additional period of three (3) years (“Option Term 2”) for all of the Premises, on the same terms and conditions of the Lease, except that the Rent at the beginning of the Option Term 2 shall be the current fair market rate for the Premise.

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

“Lessee”:

COUNTY OF EL DORADO

By: 

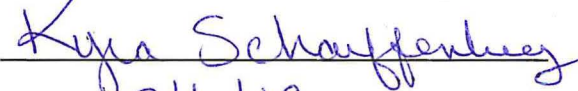
Name:

Title: Chair, Board of Supervisors

Date: 2/6/19

Attest:

James Mitrising, Clerk of the Board of Supervisors

By: 

Date: 2/6/19

“Lessor”:

EL DORADO FOOTHILLS, LLC

By: 

Name: Robert L. Beyer

Title: Managing Member

Date: 1/3/19



Nita Wracker <nita.wracker@edcgov.us>

Out of Office - Signature Authority

Chief BRIAN RICHART <brian.richart@edcgov.us>

Mon, Jan 14, 2019 at 3:52 PM

To: joe.harn@edcgov.us, Donald Ashton <don.ashton@edcgov.us>, Shawne Corley <shawne.corley@edcgov.us>, sue.hennike@edcgov.us

Cc: pb-management-m@edcgov.us, Jackie Walker <jackie.walker@edcgov.us>

I will be out of the office on business from Tuesday, January 15th through Thursday January 17th. In my absence, Deputy Chief Andrew Craven will be charged with my signing authority on all documents.

For confidential or Emergent matters requiring my attention I can be reached primarily by cell phone/text at [530-941-1962](tel:530-941-1962)

You may also contact Jackie Walker at 6095

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Brian Richart
Chief Probation Officer
County of El Dorado



"Safe Communities Through Changed Lives"