

THIRD LEASE AMENDMENT
Lease No. 5025

This Third Lease Amendment ("Amendment"), dated for reference purposes only as of _____, 2024 is by and between the Lessor, COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Landlord"), and the Lessee, COYOTE POINT YACHT CLUB, INC., a California non-profit corporation ("Tenant") (collectively, the "Parties", each individually a "Party").

Recitals

A. County is the owner of certain real property commonly known as the Coyote Point Recreation Area, located at 1701 Coyote Point Drive in the City of San Mateo, County of San Mateo, California; and

B. As authorized by San Mateo County Resolution No. 24252, County and Tenant entered into a lease agreement (the "Lease"), dated for reference purposes only as September 16, 1967, for Tenant's use of certain land at Coyote Point Recreation Area for the operation of a private yacht club; and

C. As authorized by San Mateo County Resolution No. 57634, the Lease was amended by the First Amendment to the Lease Agreement, dated October 5, 1993, to extend the term of the Lease to September 15, 2011, subject to the right of Tenant to extend the Lease for one additional five-year term through September 15, 2016. and

D. As authorized by San Mateo County Resolution No. 067048 the Lease was again amended by the Second Amendment to the Lease Agreement, dated August 1, 2004, to modify the Lease: (1) to extend the term of the Lease to September 15, 2024; (2) to require Tenant to make specified improvements to the premises, as approved by the County, to comply with the Americans with Disability Act ("ADA"); (3) to require Tenant to "maintain, at its sole expense and at no expense to County, the Premises (including without limitation, the interior plumbing) in good and working order and in a clean, secure, safe, and sanitary condition"; (4) to provide that Tenant may not make or permit any alterations to the interior or exterior of the Building, including without limitation painting, without the prior written consent of the County's Parks Director; and (4) to be responsible for paying monthly charges in the event County were to install a separate electrical meter at Tenant's premises; and

E. The Parties, by this Third Amendment to the Lease (the "Third Amendment"), now desire to further amend the Lease to extend its term by approximately ten (10) additional months to August 1, 2025.

Now therefore, in consideration of the terms, conditions and covenants herein, and incorporating the foregoing recitals, County and Tenant hereby agree to amend the Lease as follows:

Agreement

1. **Term**

Other provisions of the Lease as previously amended notwithstanding, the term of the Lease shall be extended to expire on August 1, 2025 unless sooner terminated as set forth in the Lease or this Amendment. Tenant shall have no further right to renew or extend the term of the Lease.

2. **Effective Date; Approval.**

This Third Amendment shall become effective (the "Effective Date") when the County Board of Supervisors adopts a resolution authorizing the execution of this Third Amendment as already executed by Tenant, and the Third Amendment is duly executed by the County and delivered to Tenant.

3. **County's Right to Enter the Premises.**

County and its agents may enter the Premises from time to time with reasonable notice (except for emergencies in which case no notice shall be required) to inspect the premises and to post notices of non-responsibility and similar notices; provided that in connection with such entry, County shall use best efforts to minimize interference with Tenant.

4. **No Further Amendments; Conflicts.**

Except as expressly stated herein, all the terms and conditions of the Lease as previously amended remain in full force and effect. The Lease as amended by this Amendment constitutes the entire agreement between County and Tenant and may not be modified except by an instrument in writing duly executed by the parties hereto. In the event of any conflict between the terms of the Lease and the terms of this Third Amendment, the terms of this Third Amendment shall control.

5. **Authority:** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE AMENDMENT, LANDLORD ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF COUNTY HAS AUTHORITY TO COMMIT COUNTY HERETO UNLESS AND UNTIL THE COUNTY'S BOARD OF SUPERVISORS HAS ADOPTED A RESOLUTION AUTHORIZING THE EXECUTION OF THIS SECOND AMENDMENT. ANY OBLIGATIONS OR LIABILITIES OF COUNTY HEREUNDER ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS AMENDMENT SHALL BE NULL AND VOID UNLESS COUNTY'S BOARD OF SUPERVISORS AUTHORIZES EXECUTION OF THIS SECOND AMENDMENT. APPROVAL OF THIS AMENDMENT BY ANY DEPARTMENT, COMMISSION OR AGENCY OF COUNTY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ADOPTED, NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON COUNTY.

Tenant and County have executed this Second Lease Amendment as of the date first written above.

TENANT:
COYOTE POINT YACHT CLUB

By: Mark Shelley
Commodore CPYC

COUNTY:
COUNTY OF SAN MATEO,
a political subdivision of the State of
California

Attest:

By: _____
Warren Slocum
President, Board of Supervisors

Clerk of the Board

Resolution No.: _____