

SEVENTH AMENDMENT TO LEASE AGREEMENT
Lease No. 1147

This Seventh Amendment to Lease Agreement ("Amendment"), dated for reference purposes only as of May 3, 2022 is by and between CAROLYN S. BERNARDI AND ALLAN J. BERNARDI, as successors in interest to Mary E. Leeman, ("Landlord"), and the COUNTY OF SAN MATEO, a political subdivision of the State of California, ("County" or "Tenant").

Recitals

A. WHEREAS, As authorized by San Mateo County Resolution No. 48831, adopted January 20, 1987, Landlord and County entered into a Lease Agreement ("Lease") for the installation and maintenance of a communication facility at 440 Pigeon Point Road, in Pescadero, California; and

B. WHEREAS, The Lease has since been amended to extend the term and modify the rent six times ("Lease as Amended"), most recently pursuant to Resolution No. 075219 by means of a Sixth Amendment on May 8, 2017; and

C. WHEREAS, County and Landlord desire to further amend the Lease to extend the term of the agreement.

D. NOW THEREFORE, the Parties agree to amend the terms of the Lease Agreement as follows:

Agreement

For good and valuable consideration as hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term Extension.** Any references to the Term or Termination Date in the Lease as Amended notwithstanding, and subject to the County's Options to Extend as set forth in Sixth Amendment to Lease Agreement, the Expiration Date of this Extension Term is hereby extended to July 31, 2027.
2. **Monthly Rental.** Commencing on August 1, 2022, the monthly rent ("Base Rent") shall be \$3,860.38. This sum shall be adjusted annually as set forth in Section 4 of the Sixth Amendment. Beginning August 1, 2023, and on the 1st day of August of each successive year of the Extension Term of the Agreement, the monthly Base Rent shall be adjusted to equal one hundred three percent (103%) of the monthly Base Rent for the immediately preceding lease year.
3. **Effective Date; Approval.** This Seventh Amendment shall become effective (the "Effective Date") when the County Board of Supervisors adopts a resolution authorizing the execution of this Seventh Amendment, and the Seventh Amendment is duly executed by the County and the Landlord.

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 BOARD OF SUPERVISORS HAS ADOPTED A RESOLUTION AUTHORIZING THE EXECUTION OF THIS SEVENTH AMENDMENT TO THE AGREEMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF COUNTY HEREUNDER ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS AMENDMENT SHALL BE NULL AND VOID UNLESS THE BOARD OF SUPERVISORS ADOPTS A RESOLUTION AUTHORIZING THE EXECUTION OF THIS SEVENTH 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.

Counterparts. This Seventh Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

4. **No Further Amendments; Conflicts.** All the terms and conditions of the Lease remain in full force and effect except as expressly amended herein. The Lease as Amended by this Seventh Amendment constitutes the entire agreement between Landlord and County regarding the leased premises 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 Seventh Amendment, the terms of this Seventh Amendment shall control.

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Landlord and County have executed this Seventh Amendment as of the date first written above.

LANDLORD:

By: _____
Carolyn S. Bernardi

By: _____
Allan J. Bernardi

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

By: _____
Don Horsley
President Board of Supervisors

Attest:

Resolution No.: _____

Clerk of the Board