

FIFTH AMENDMENT TO LEASE AGREEMENT
Lease No. 1219

This Fifth Amendment to Lease Agreement ("Amendment"), dated for reference purposes only as of June 1, 2023 is by and between DAN AND LINDA BORTOLOTTI, ("Landlord"), as Lessor, and the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Tenant"), as Lessee.

Recitals

A. As authorized by San Mateo County Resolution No. 62029, Landlord and Tenant entered into a lease agreement dated for reference purposes as of June 23, 1998 (the "Lease") for approximately 2,950 rentable square feet of building area at 500 California Street, Moss Beach, California.

B. As authorized by San Mateo County Resolution No. 64847, Landlord and Tenant entered into the First Amendment to Lease dated October 23, 2001. The First Amendment increased the leased area of the building to 3,800 square feet, modified the leased property to include the entire parcel (APN 037-141-010) together with the improvements thereon and modified the base rent.

C. As authorized by San Mateo County Resolution No. 66790, Landlord and Tenant entered into the Second Amendment to Lease dated May 1, 2004. The Second Amendment extended the term of the lease and modified the base rent.

D. As authorized by San Mateo County Resolution No. 67988, Landlord and Tenant entered into the Third Amendment to Lease dated May 23, 2006. The Third Amendment extended the term of the lease, granted County the option to further extend the lease, and gave consent to Landlord to lease a portion of the leased premises to MetroPCS for use as a communication facility. The County exercised its option on May 8, 2012 and extend the term for an additional three years through June 30, 2015.

E. As authorized by San Mateo County Resolution No. 073853, Landlord and Tenant entered into the Fourth Amendment to Lease dated May 18, 2015, to extend the Term through June 30, 2020 and provide one (1) additional option to extend for a period of three (3) years. The County exercised its option on February 26, 2020 to extend the term through June 30, 2023.

F. Landlord and County wish to further amend the Lease to extend the term and to grant County the option to further extend the lease for an additional term as herein set forth.

Fifth Amendment to Agreement

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

1. **Term**. Section 5 of the Lease as amended is deleted in its entirety and replaced with the following:

5. **TERM**. The term of the Lease shall commence on July 1, 1998 and expire on June 30, 2026.

2. **Option To Extend Term.** Section 6 of the Lease is deleted in its entirety and replaced with the following:

6. **OPTION TO EXTEND TERM.** Provided tenant is not in default and breach of this Lease, Tenant shall have the option to renew this lease for one (1) additional term of two (2) years on the same terms and conditions by giving notice to Landlord at least ninety (90) days but not earlier than one hundred eighty (180) days prior to the expiration date of this lease.

3. **Monthly Rental.** Section 7 of the Lease is amended to revise the Monthly Rental Payment to Ten Thousand Ninety Seven Dollars (\$10,097), paid on or before the first day of the calendar month commencing on July 1, 2023, subject to the Cost of Living Adjustments set forth in Section 8 below.

4. **Cost-of-Living Rental Adjustments.** Section 8 of the Lease is deleted in its entirety and replaced with the following:

8. **COST-OF-LIVING RENTAL ADJUSTMENTS.** Starting July 1, 2024, and each successive July 1st thereafter for the term of this Agreement, including any extensions or holdover terms as set forth herein (the "Adjustment Date"), the Monthly Rent as set forth in Section 7 shall be adjusted to equal one hundred four percent (104%) of the Base Rent for the lease year preceding such Adjustment Date.

5. **Janitorial:** Section 11 shall prevail in that Tenant shall make all arrangements for and pay for all janitorial services required to maintain the Premises in a clean and orderly condition at all times during the term of this Lease.

6. **Maintenance and Repairs.** Section 14.1, "Routine Maintenance by Tenant." shall be revised to include Tenants responsibility to replace all interior light bulbs.

7. **Effective Date; Approval.** This Fifth Amendment shall become effective (the "Effective Date") when the County Board of Supervisors adopts a resolution authorizing the execution of this Fifth Amendment, and the Fifth Amendment is duly executed by the County and delivered to 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 FOURTH 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 FIFTH 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.

8. **Counterparts.** This Lease 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.

9. **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 Amendment constitutes the entire agreement between Landlord and County 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 Fifth Amendment, the terms of this Fifth Amendment shall control.

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

LANDLORD:

Dan and Linda Bortolotti

By: 
Linda Bortolotti

By: 
Dan Bortolotti

COUNTY:

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

By: _____
Mike Callagy
County Executive

ATTEST:

Clerk of the Board