

FIRST AMENDMENT TO

OFFICE LEASE

Lease No. 1338

between

POINT PILLAR PROJECT DEVELOPERS, LLC
as Landlord

and

COUNTY OF SAN MATEO
as Tenant

For the lease of
270 Capistrano Road, #6
Half Moon Bay, California

June 1, 2022

This First Amendment to Office Lease Agreement ("First Amendment"), dated June 1, 2022, is by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, ("County" or "Tenant") and POINT PILLAR PROJECT DEVELOPERS, LLC ("Landlord").

Recitals

- A. WHEREAS, as authorized by San Mateo County Resolution 65416, the County Manager is delegated the authority to execute certain permits, licenses and construction easements on behalf of the County; and
- B. WHEREAS, the County and Landlord entered into an Office Lease (Lease No. 1338), dated for reference purposes only as October 1, 2021 ("Agreement"), to allow County the occupancy and use of a portion of the real property commonly known as the 270 Capistrano Road, Unit #6, Half Moon Bay ("Premises") for the County's Sheriff's Department use of general office space; and
- C. WHEREAS, the Office Lease was for a short term of one (1) year to allow the Sheriff's Department time to consider the locations viability for the Sheriff's Activity League Program; and
- D. NOW THEREFORE, the Parties agree to amend the terms of the Office Lease as follows:

Agreement

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

- 1. *Section 1.7 of the Lease is hereby deleted in its entirety and replaced with the following:*

"1.7 Term (Section 3): The term shall be for a period of approximately five (5) years, commencing on November 1, 2022 and terminating October 30, 2027".

- 2. *Section 1.8 of the Lease is hereby deleted in its entirety and replaced with the following:*

"1.8 Extension Option (Section 3) County may request to extend this Lease beyond its initial 5-year term, for an extended term of 5-years ("Extension Option"), by providing written notice to the Landlord given not less than six (6) months in advance, with rent determined as set forth in Section 3 hereof".

- 3. *Section 1.10 of the Lease is hereby deleted in its entirety and replaced with the following:*

"1.10 Base Rent (Section 4): Beginning November 1, 2022, the Monthly Base Rent shall be \$3,375, per month gross, subject to adjustment as set forth in Section 4 hereof. This Lease includes all taxes, insurance, and common area maintenance of the Premises. Tenant shall be responsible to pay for gas, electric, security, janitorial, phone and data services.

Commencing on November 1, 2023, and each November 1st thereafter ("Annual adjustment date"), the Base Rent for the following twelve-month period shall be adjusted to equal one-hundred five percent (105%) of the Base Rent for the preceding 12-month period.

4. **EFFECTIVE DATE:** This First Amendment shall become effective ("Effective Date") by execution of the County Board of Supervisors and the First Amendment is duly executed and delivered by County and Landlord.
5. **COUNTERPARTS:** This First Amendment may be executed in two counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument.
6. **NO FURTHER AMENDMENTS/CONFLICTS:** All the terms and conditions of the Agreement remain in full force and effect except as expressly provided in this First Amendment. The Agreement as Amended constitutes the entire agreement between County and Landlord regarding the Premises and may not be modified except by an instrument in writing duly executed by the County and Landlord. In the event any conflicts between the terms of the Agreement and the terms of this Second Amendment, the terms of this First Amendment shall control.

County and Landlord have executed this First Amendment as of ____ day of _____, 2022.

COUNTY:
COUNTY OF SAN MATEO

By: _____
Don Horsley, President
Board of Supervisors

Date: _____

Landlord:
POINT PILLAR PROJECT DEVELOPERS, LLC

By: 

Name: Keet Nerhan

Title: Managing Member

Date: 5/13/22