

## AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE (“**Amendment**”) is entered into effective as of October 1, 2012 (“**Effective Date**”), by and between Successor Agency to the Redevelopment agency of the City of South San Francisco (“**Lessor**”) and the County of San Mateo, a political subdivision of the State of California (“**Lessee**”). Lessor and Lessee are hereinafter collectively referred to as the “**Parties**”.

### RECITALS

- A. On May 2, 2011, the City of South San Francisco (“**City**”) acquired that certain real property located at 306 Spruce Avenue in South San Francisco, California (“**Property**”) from the Redevelopment Agency of the City of South San Francisco (“**Agency**”). The **City** will likely convey the Property to the Successor Agency. The City has consented to the **Amendment** and the authority of the Successor Agency to enter into this **Amendment** on behalf of the City.
- B. The Property is subject to that certain Lease Agreement (“**Lease**”) dated April 4, 2000 by and between the Agency and the County of San Mateo (“**County**”) pursuant to which the County leased the Property from the Agency to operate a health services clinic.
- C. The City assumed the Lease from the Agency pursuant to that certain Assignment of Leases dated May 2, 2011 by and between the Agency and the City;
- D. The original expiration date of the Lease was September 30, 2011.
- E. The term of the lease was extended for one year through September 30, 2012.
- F. The Parties desire to amend the Lease pursuant to the terms and conditions set forth in this Amendment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Term of the Lease. The Term of the Lease shall be extended for one (1) year commencing on October 1, 2012 and continuing until September 30, 2013 under the same terms and conditions as contained in the Lease except as specifically set forth herein.
- 2. Rent. Commencing on the Effective Date, the Base Rent shall be \$8,370.89 per month.
- 3. 6-Month Notice to Terminate. Notwithstanding anything to the contrary contained in the Lease, commencing on May 1, 2013, Lessor may terminate the lease six (6) months after delivery of a written notice to vacate the Premises. Termination of the Lease will be effective six (6) months after receipt of written notice.

4. Parties. The term “Agency” as used in the Lease shall mean the Successor agency as the Redevelopment Agency’s and City’s successor in interest.
5. Amendment. This Amendment may be amended or modified only by a written instrument executed by the Parties.
6. Construction. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Amendment.
7. Action or Approval. Whenever action and/or approval by Lessor is required under this Lease as amended hereby, Lessor’s City Manager or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager determines in his or her discretion that such action or approval requires referral to Lessor’s City Council for consideration.
8. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one instrument.
9. Severability. If any term, provision, or condition of this Amendment is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Amendment shall continue in full force and effect unless an essential purpose of this Amendment is defeated by such invalidity or unenforceability.
10. No Third Party Beneficiaries. Nothing contained in this Amendment is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.
11. Entire Agreement. This Amendment, together with the Lease contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements between the Parties with respect thereto.
12. Authorization. The undersigned each hereby represent and warrant that each is duly authorized to execute this Amendment.
13. Effectiveness of Lease. Except as expressly set forth in this Amendment, the Lease remains unmodified and in full force and effect.

**SIGNATURES ON FOLLOWING PAGE.**

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment as of the date first written above.

**Successor Agency to the former Redevelopment  
Agency of the City of South San Francisco**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

**County of San Mateo,**  
a political subdivision of the State of California

By: \_\_\_\_\_  
Adrienne J. Tissier  
President, Board of Supervisors

**ATTEST:**

By: \_\_\_\_\_  
Clerk of the Board

Resolution No.: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
County Counsel