

## AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE (“**Amendment**”) is entered into effective as of \_\_\_\_\_ (“**Effective Date**”), by and between the Successor Agency to the City of South San Francisco Redevelopment Agency, a public entity (“**Lessor**” or “**Successor Agency**”) 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 March 13, 2013, the Lessor acquired that certain real property located at 306 Spruce Avenue in South San Francisco, California (“**Property**”) from the City of South San Francisco pursuant to Resolution No. 6-2013.
- 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 second floor of that certain building located on the Property (“**Premises**”) to operate a health services clinic.
- C. On March 13, 2013, the Successor Agency assumed the Lease from the City of South San Francisco pursuant to Resolution No. 6-2013.
- D. The original term of the Lease expired on September 30, 2011 and was extended for one year through September 30, 2012.
- E. The term of the Lease was extended a second time for one year through October 31, 2013.
- F. The Parties now desire to further 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 November 1, 2013 and continuing through October 31, 2014 under the same terms and conditions as contained in the Lease and any amendment thereto except as specifically set forth herein.
- 2. 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.
- 3. Amendment. The Lease may be further amended or modified only by a written instrument executed by the Parties.

4. Construction. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Amendment.
5. Action or Approval. Whenever action and/or approval by Lessor is required under this Lease as amended hereby, Lessor's Executive Director or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the Executive Director determines in his or her discretion that such action or approval requires referral to Lessor's Governing Board for consideration.
6. 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.
7. 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.
8. 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.
9. Entire Agreement. This Amendment 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.
10. Authorization. The undersigned each hereby represent and warrant that each is duly authorized to execute this Amendment.
11. 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 Redevelopment Agency  
of the City of South San Francisco,**  
a public entity

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

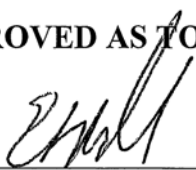
By: \_\_\_\_\_

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

**ATTEST:**

By: \_\_\_\_\_  
County Clerk

**APPROVED AS TO FORM:**

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