

**SIXTH AMENDMENT TO LEASE AGREEMENT
No. 1196**

This Sixth Amendment to Lease Agreement ("Sixth Amendment"), dated for reference purposes only as of July 16, 2018, is by and between AIGEAN PROPERTIES ("Landlord"), and the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Tenant").

Recitals

A. On April 19, 1994, the County, for the benefit of the Department of Agriculture/Weights and Measures, entered into a Lease Agreement ("Lease") for the use of approximately 325 rentable square feet of office space at the property located at 785 Main Street in the City of Half Moon Bay, California.

B. As authorized by San Mateo County Resolution No. 62420, on November 17, 1998, the Lease was amended to increase the leasehold to 810 rentable square feet of office space, extend the term to November 30, 2001, and adjust the monthly base rent accordingly ("First Amendment").

C. On December 18, 2001, as authorized by San Mateo County Resolution No. 64960, the Second Amendment to the Lease was executed, which extended the term to May 31, 2002 and adjusted the monthly base rent accordingly ("Second Amendment").

D. On June 4, 2002, as authorized by San Mateo County Resolution No. 65304, the Third Amendment to the Lease was executed, which extended the term to December 31, 2002 ("Third Amendment").

E. On January 14, 2003, as authorized by San Mateo County Resolution No. 065769, the Fourth Amendment to the Lease was executed, which extended the term to December 31, 2003 ("Fourth Amendment"). The Lease was later further amended for a fifth time to extend the term to December 31, 2004, and authorize the Lease to continue on a month-to-month basis thereafter ("Fifth Amendment", and collectively, with all other amendments and the Lease, the "Lease as Amended").

F. County has been in a month-to-month tenancy since 2005 and desires to further amend the Lease as Amended to establish a term, increase the leasehold, and adjust the monthly base rent as herein set forth.

Agreement

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

1. **Premises**: Notwithstanding any reference to the Premises in the Lease as Amended, as of the Effective Date, the Premises shall be increased to approximately 1,135 rentable square feet of office space, which is comprised of

Suites C and H and shown on Exhibit A attached. Individually, Suite C shall be referred to as "Existing Space" and Suite H shall be referred to as "Expansion Space".

2. **Condition of Premises:** Landlord shall construct, at Landlord's sole cost and effort, a doorway in the wall that currently divides Suites C and H in order to provide access to and from each suite. The doorway shall be a standard 36-inch doorway, including framing, built in accordance with applicable building codes and industry best practices. The location of the doorway is shown on Exhibit A attached and titled "Glass Door". The doorway shall comply with any and all local, state, and federal regulations and laws including the American's with Disabilities Act. Prior to constructing said doorway, Landlord shall receive any and all necessary permits and approvals. The doorway shall be completed prior to the Effective Date.

Landlord shall deliver the Expansion Space, on the Effective Date, with a new coat of paint as detailed herein. The walls shall be painted, in a professional manner, using Kelly-Moore Antique White paint and the trim shall be painted using Kelly-Moore Swiss Coffee paint.

3. **Rent:** Notwithstanding any reference to rent in the Lease as Amended, as of the Effective Date, the monthly base rent shall be \$3,688.75. In accordance with the Lease as Amended, effective May 1st of each year in which the Lease as Amended is in effect, the monthly base rent shall increase pursuant to the terms of Section 10.
4. **Term:** Notwithstanding any reference to the Term in the Lease as Amended, the Term of the Lease as Amended is hereby extended to December 1, 2019.
5. **Effective Date; Approval.** This Sixth Amendment shall become effective (the "Effective Date") when the County Board of Supervisors adopts a resolution authorizing the execution of this Sixth Amendment, and this Sixth Amendment is duly executed by the County and the Landlord.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SIXTH 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 SIXTH AMENDMENT TO THE LEASE. 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 SIXTH 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

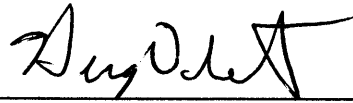
WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON COUNTY.

6. **Counterparts.** This Sixth 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.
7. **No Further Amendments; Conflicts.** All the terms and conditions of the Lease As Amended remain in full force and effect except as expressly amended herein. The Lease as Amended as amended by this Sixth 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 As Amended and the terms of this Sixth Amendment shall control.

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

LANDLORD:
AIGEAN PROPERTIES

By: 
Hugh Doherty
Its: President

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

By: _____
Dave Pine
President, Board of Supervisors

Attest:

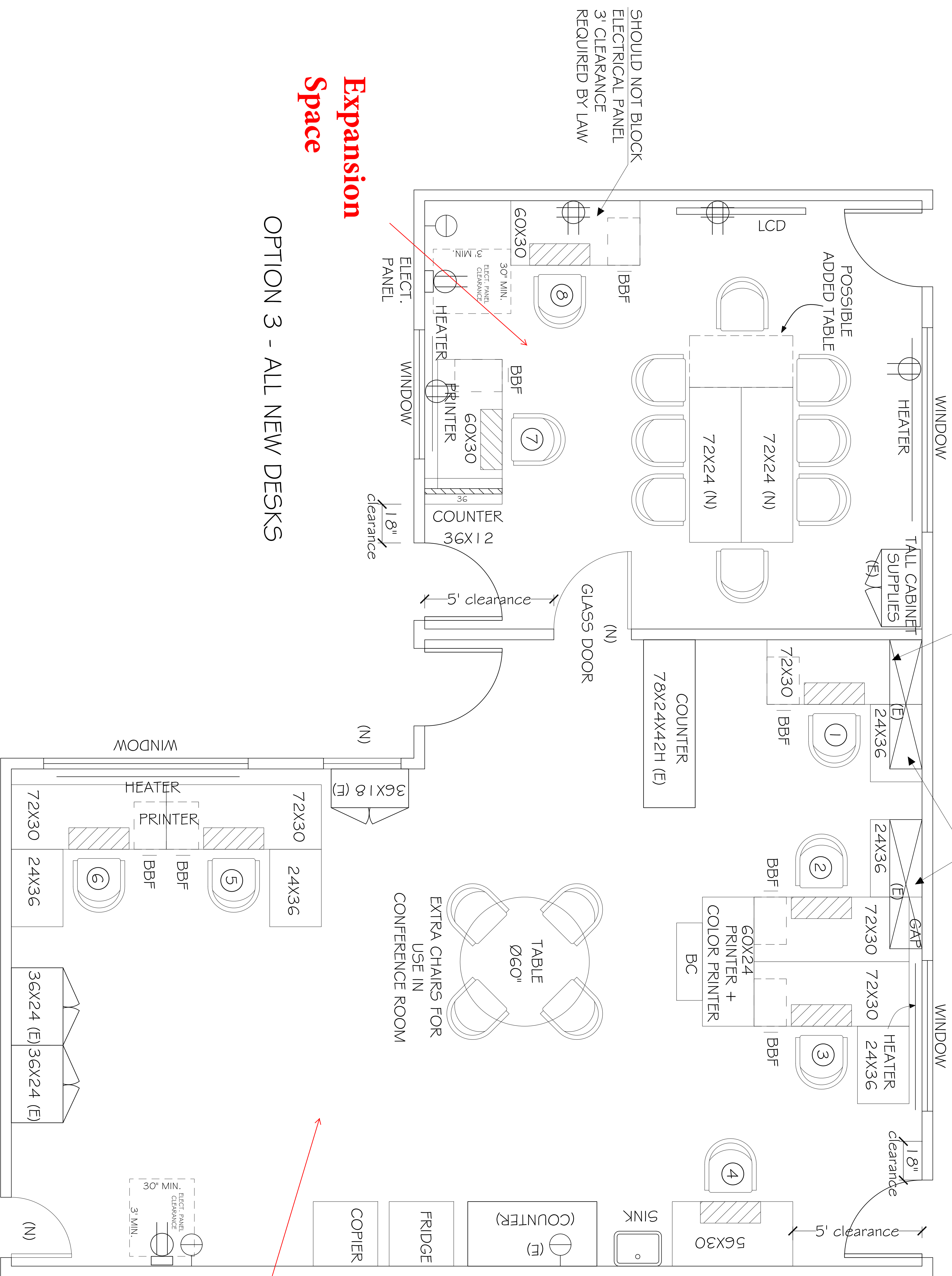
Clerk of the Board

Resolution No.: _____

EXHIBIT A

NOTE: REUSE (E) "ROLL TOP DESK"?

NOTE: POSSIBLY REUSE (E) OVERHEADS?



Expansion Space

OPTION 3 - ALL NEW DESKS

Existing Space

- LEGEND:**
- (E) - EXISTING
 - (N) - NEW
 - ▨ KEYBOARD CUT OUT INTO WORK SURFACE
 - ▭ DRAWER
 - ▭ PEDESTAL UNDER WORK SURFACE
 - ▬ 4 1/2" H PANEL

NOTE: THIS OPTION SHOWS MOSTLY NEW FURNITURE, UNLESS NOTED W/ (E), & POSSIBLY RETAIN "ROLL-TOP" DESK.

COSM-AGRICULTURE
PRELIMINARY
4-5-18, 4-24-18, 5-8-18, 5-15-18, 6-1-18

PREPARED BY:
KRJ DESIGN GROUP
SAN MATEO, CA
650-525-3700