

**FIRST AMENDMENT TO LEASE AGREEMENT  
No. 1296**

This First Amendment to Lease Agreement ("First Amendment"), dated for reference purposes only as of January 29, 2019 is by and between HARBOR BELMONT ASSOCIATES, a California General Partnership ("LANDLORD"), and the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Tenant").

**Recitals**

A. As authorized by San Mateo County Resolution No. 71872, Landlord and County entered into a lease agreement, dated for reference purposes as of March 27, 2012 (the "Lease"), for approximately 11,674 square feet of warehouse space (the "Premises") within Building E of Harbor Park located at 330 Harbor Boulevard, Belmont, California, for use by the County;

B. The current term of the Lease will expire on February 28, 2019; and

C. Landlord and County wish to amend the Lease to extend the Term for three additional years to February 28, 2022, with an option for the County to terminate the lease, and revise the lease rate in accordance with the terms of this First Amendment, 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. **Term.**

**Section 1.8** of the Lease is amended to read, in its entirety, as follows:

1.8 Term (Section 3):                      The Effective Date shall be as set forth in Section 3.2 hereof.

Commencement Date: March 27, 2012

Expiration Date: February 28, 2022

Any reference to the initial Term or Expiration Date of the Lease notwithstanding, the Expiration Date of the Lease is hereby amended to February 28, 2022. County shall have the option to terminate the Lease at any time during the Term, at will and without cause by giving written notice to the Landlord at least 30 days in advance.

2. **Adjustment Dates.**

**Section 1.10** of the Lease is amended to read, in its entirety, as follows:

1.10 Adjustment Dates (Section 4.2):      March 1, 2020 and March 1 of each subsequent year throughout the Term of the Lease

3. **Base Rent.**

**Section 1.11** of the Lease shall be deleted in its entirety and replaced with the following:

1.11 Base Rent (Section 4.1):                      Initial Monthly payments: \$8,172.00  
  
   Monthly Base Rent effective March 1, 2019: \$12,257.70.

4. **Rent Adjustment (Section 4.2).**

**Section 1.12** of the Lease is amended to read, in its entirety, as follows:

1.12 Term (Section 4.2):                      On each Adjustment Date, the Base Rent for the following twelve-month period shall be adjusted to equal one hundred three percent (103%) of the Base Rent for the lease year preceding such Adjustment Date.

5. **Effective Date; Approval.** This First Amendment shall become effective (the "Effective Date") when the County Board of Supervisors adopts a resolution authorizing the execution of this First Amendment, and the First Amendment is duly executed by the County and the 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 FIRST AMENDMENT TO THE LEASE AGREEMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF COUNTY HEREUNDER ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS FIRST AMENDMENT SHALL BE NULL AND VOID UNLESS THE BOARD OF SUPERVISORS ADOPTS A RESOLUTION AUTHORIZING THE EXECUTION OF THIS FIRST 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 First 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 remain in full force and effect except as expressly amended herein. The Lease, as amended by this First 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 and the terms of this First Amendment, the terms of this First Amendment shall control.

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

**LANDLORD:**

HARBOR BELMONT ASSOCIATES,  
a California General Partnership

By: Phillip H. Raiser  
Phillip H. Raiser,  
Agent of JHR Trust, General Partner

**COUNTY:**

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

By: \_\_\_\_\_  
Carole Groom  
President, Board of Supervisors

Attest:

\_\_\_\_\_  
Clerk of the Board

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