

FIRST AMENDMENT TO COMMERCIAL LEASE

This First Amendment to Commercial Lease Agreement ("First Amendment"), dated for reference purposes only as of April 9, 2019 is by and between San Mateo County Transit District, a transit district ("Agency"), and the County of San Mateo, a political subdivision of the State of California ("County" or "Lessee").

Recitals

A. As authorized by San Mateo County Resolution No. 076443, County and Agency entered into a Commercial Lease Agreement, dated for reference purposes as of February 26, 2019 ("Lease Agreement"), for the County's use of parking spaces at Redwood City Sequoia Caltrain Lot. Unless otherwise specified, capitalized terms in this First Amendment shall have the same meaning as assigned in the Lease Agreement.

B. Pursuant to Section 3 of the Lease Agreement, the term of the Lease Agreement is comprised of two phases, with Phase 1 running from March 1, 2019 through May 31, 2019, and Phase 2 running from June 1, 2019 through December 31, 2020.

C. The Parties desire to amend the Lease Agreement such that Phase 2 shall begin May 1, 2019 rather than June 1, 2019 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 3 ("Term") of the Lease Agreement is revised in its entirety to read as follows:

This Lease Term is March 1, 2019 through December 31, 2020, unless sooner terminated as provided herein. The Lease Term is divided into Phase 1 and Phase 2. Phase 1 is from March 1, 2019 through April 30, 2019, and Phase 2 is from May 1, 2019 through December 31, 2020. Lessee may terminate this Agreement at any time by providing at least 60 days' written notice to Agency.

2. Use.

The first sentence of Section 5 of the Lease Agreement is revised in its entirety to read:

The Premises may be used exclusively by Lessee on weekdays for Superior Court juror service parking as well as overflow employee

permit parking within the Parking Area ("Permitted Use"). Lessee shall not be entitled to use the Premises on weekends (i.e, beginning every Friday at 8:00 p.m. and extending through the following Monday at 5:00 a.m.). Lessee will not be allowed to park construction vehicles or County-owned vehicles within the Parking Area. The Permitted Use shall comply with the Parking Plan attached hereto as Exhibit B. During the Term of this Lease, any Lessee vehicles not in compliance with the Parking Plan shall be cited by Agency. Lessee may not use the Premises for any use other than the Permitted Use without Agency's prior written consent, which consent may be withheld by Agency in its sole discretion.

3. **Parking Plan**

Exhibit B to the Lease Agreement shall be replaced in its entirety with the "Revised Exhibit B" attached to this First Amendment, incorporated herein by this reference.

4. **Effective Date; Approval.** Any and all revisions to the Lease Agreement contained in this First Amendment shall not become effective until 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 Agency.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS FIRST AMENDMENT, AGENCY 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. 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 FIRST AMENDMENT BY ANY EMPLOYEE, DEPARTMENT, COMMISSION, OR AGENCY OF COUNTY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ADOPTED BY THE BOARD OF SUPERVISORS, NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON COUNTY ABSENT ADOPTION BY THE BOARD OF SUPERVISORS.

4. **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.

5. **No Further Amendments; Conflicts.**

All the terms and conditions of the Lease Agreement remain in full force and effect except as expressly amended herein. The Lease Agreement, as amended by this First Amendment, constitutes the entire agreement between Agency and County regarding the 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 Agreement and the terms of this First Amendment, the terms of this First Amendment shall control.

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

AGENCY:

SAN MATEO COUNTY TRANSIT DISTRICT,
a Transit District

By: _____

Its: _____

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.: _____

REVISED EXHIBIT B

Parking Plan

1. All vehicles authorized by Lessee to park on the Premises at any time during the Term of the Lease shall display a Superior Court for the County of San Mateo juror parking pass or a purple or yellow County-issued permit, samples of which are depicted in the attached photographs.
2. During Phase I, Lessee's vehicles may park in any numbered space in the Parking Area.
3. During Phase II, Lessee may elect, at its option, to staff the Premises to assist with "stack" or valet parking of vehicles within the Premises and the drive aisles denoted with purple arrows in Exhibit A. Any such stack or valet service shall place vehicles in a manner to allow ingress and egress at all times to all parking spaces in the Parking Area outside the Premises. The hours of operation of such stack or valet service shall be between approximately 7:00 a.m. and 6:00 p.m. on weekdays (Monday-Friday). Said hours of operation may be revised by the County as needed for business purposes.
4. During Phase II, Lessee shall install signage directing entering vehicles to the Premises, any stack or valet service, or other areas of the Parking Area.

Please place on dashboard (this side up)

PARKING PERMIT

VALID: DATE ISSUED: 04/23/2019

GROUP NUMBER: 1012

BADGE NUMBER: 7847714



