

**FIRST AMENDMENT TO LEASE
AGREEMENT No. 1310**

This First Amendment to Lease Agreement ("First Amendment"), dated for reference purposes only as of February 25, 2020, 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. 073668 Landlord and County entered into that certain Office Lease (Lease No. 1310) dated for reference purposes only as of January 21, 2015 (hereinafter, "Lease Agreement"), for approximately 4,362 square feet of rentable space (the "Premises") in the building known as 262 Harbor Boulevard, Belmont, California; and

B. County and Landlord desire to amend the Lease Agreement to extend the term for an additional two (2) years, with one (1) option to extend for one (1) year, and to increase the rent to \$12,344.46 per month, full-service gross.

Agreement

For good and valuable consideration as set forth below, the sufficiency of which is hereby acknowledged, the parties agree to amend and modify the Lease Agreement as Amended as follows:

1. **Term.** (Section 1.8 and Section 3). Notwithstanding any other references to the term in the Lease Agreement as Amended, the term ("Term") is hereby extended to February 28, 2022.
2. **Extension Option:** (Section 1.9 and Section 3.4). One (1) additional term of one (1) year, provided that County submits a written notice to Landlord given not less than 120 days in advance. Rent for this extension option shall be determined as set forth in Section 3.5 of the Lease Agreement.
3. **Base Rent.** (Section 1.11 and Section 4) Commencing on March 1, 2020, the monthly Base Rent shall be Twelve Thousand Three Hundred Forty-Four Dollars and Forty-Six Cents (\$12,344.46), and subject to the annual adjustments identified in the Section 4.2, Adjustments in Base Rent, of the Lease Agreement. Base Rent is considered full-service gross wherein Additional Charges identified in Section 4.3 of the Lease Agreement are included. The Base Rent and Additional Charges are collectively referred to as "Rent."
4. **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 and delivered by County and Landlord. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECOND 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. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF LANDLORD AND COUNTY PURSUANT TO THIS SECOND AMENDMENT ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS SECOND AMENDMENT SHALL BE NULL AND VOID UNLESS THE BOARD OF SUPERVISORS ADOPTS A RESOLUTION AUTHORIZING THE EXECUTION OF THIS SECOND AMENDMENT. APPROVAL OF THIS SECOND 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.

5. **Counterparts.** This First Amendment may be executed in two counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument.
6. **No Further Amendments: Conflicts.** All the terms and conditions of the Lease Agreement as Amended remain in full force and effect except as expressly provided in this Second Amendment. The Lease Agreement as Amended constitutes the entire agreement between Landlord and County regarding the Premises and may not be modified except by an instrument in writing duly executed by the Landlord and County. In the event of any conflict between the terms of the Lease Agreement as Amended and the terms of this First Amendment, the terms of this First Amendment shall control.

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

LANDLORD:
HARBOR BELMONT ASSOCIATES

By: Phillip H. Raiser
Phillip H. Raiser, Agent

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

By: _____
Warren Slocum, President
Board of Supervisors

Attest:

Clerk of the Board

Resolution No.: _____