

**OFFICE LEASE**

between

**SAN MATEO COUNTY BAR ASSOCIATION,  
as Landlord**

and

**COUNTY OF SAN MATEO,  
as Tenant**

**For the lease of a portion of  
303 Bradford Street  
Redwood City, California**

**July 1, 2002**

**OFFICE LEASE  
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**LIST OF EXHIBITS:**

**EXHIBIT A -- Not Used**

**EXHIBIT B -- Notice of Commencement Date**

**EXHIBIT C -- Furniture, Fixtures & Equipment Inventory**

## OFFICE LEASE

Lease No. 1257

THIS OFFICE LEASE (this "Lease"), dated for reference purposes only as of July 1, 2002 is by and between SAN MATEO COUNTY BAR ASSOCIATION, a California non-profit corporation ("Landlord"), and the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Tenant").

Landlord and County hereby agree as follows:

### 1. BASIC LEASE INFORMATION

The following is a summary of basic lease information (the "Basic Lease Information"). Each item below shall be deemed to incorporate all of the terms in this Lease pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of this Lease, the more specific provision shall control.

- |     |  |   |
|-----|--|---|
| 1.1 | Lease Reference Date:                    | July 1, 2002  |
| 1.2 | Landlord:                                | SAN MATEO COUNTY BAR ASSOCIATION  |
| 1.3 | Tenant:                                  | COUNTY OF SAN MATEO   |
| 1.4 | Building (Section 2.1):                  | That certain two story office building commonly known as 303 Bradford Street, Redwood City, California (the "Building").  |
| 1.5 | Premises (Section 2.1):                  | All of the office space located on the second floor of the Building comprised of approximately 3,168 rentable square feet of office area, together with a portion the ground floor of the Building, commonly known as Suite A, comprised of approximately 425 rentable square feet of office area and consisting of two private offices and the non-exclusive use of entry and waiting areas. |
| 1.6 | Rentable Area of Premises (Section 2.1): | Approximately 3,593 rentable square feet.   |
| 1.7 | Term (Section 3):                        | The Effective Date shall be as set forth in Section 3.2 hereof.<br><br>Estimated Commencement Date: July 1, 2002.<br><br>Expiration date: June 30, 2004.  |
| 1.8 | Base Rent (Section 4):                   | Annual Base Rent of \$86,232.00 (approximately \$24.00 per sq. ft. per year) payable in monthly payments of \$7,186 (approximately \$2.00 per sq. ft. per month)  |
| 1.9 | Use (Section 5.1):                       | General office use for the Release On Own Recognizance Program or such other office use that County, at its sole discretion, may elect.   |

- 1.10 Leasehold Improvements (Section 6) No Leasehold Improvements by Landlord. County shall have the right to install and maintain any necessary telecommunications, data and computer cabling facilities and equipment as set forth in Section 6.
- 1.11 Utilities and Services (Section 9): Landlord shall provide to the Premises, at its sole cost and expense, heating, ventilation and air conditioning, water, natural gas, twice-weekly janitorial service, disposal and all other utilities and services normally provided to office buildings in San Mateo County.
- 1.12 Notice Address of Landlord (Section 23.1): San Mateo County Bar Association  
333 Bradford Street  
Redwood City, CA 94063  
  
Fax No.: (650) 369-4083
- 1.13 Key Contact for Landlord: John Digiacinto  
  
Landlord Contact Telephone No.: (650) 363-4080
- 1.14 Notice Address for Tenant (Section 23.1): Assistant County Manager  
400 County Center  
Redwood City, CA 94063  
Fax No.: (650) 363-4832
- 1.15 with a copy to: Office of County Counsel  
400 County Center, 6<sup>th</sup> Floor  
Redwood City, CA 94063  
Fax No.: (650) 363-4034
- 1.16 Key Contact for Tenant: Roman "Skip" Duranczyk  
  
Tenant Contact Telephone No.: (650) 363-4181
- 1.17 Alternate Contact for Tenant: Loren Buddress  
  
Alternate Contact Telephone No.: (650) 312-8803
- 1.18 Brokers (Section 23.8): None
- 1.19 Other Noteworthy Provisions (Section 22): Landlord shall provide the furniture, fixtures and equipment identified in Exhibit C under the terms set forth in Section 22.

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## **2. PREMISES**

### **2.1. Lease Premises**

Landlord leases to County and County leases from Landlord, subject to the provisions of this Lease, those premises in the Building identified in the Basic Lease Information (the "Premises"). The Premises contain the rentable area and are located on the floors of the Building specified in Section 1.5 of the Basic Lease Information. As used in this Lease, the term "rentable area" shall mean the area of the Premises as set forth in Section 1.6 of the Basic Lease Information. The Building, land upon which the Building is located and all other improvements on or appurtenances to such land are referred to collectively as the "Property."

### **2.2. Common Areas**

County shall have the non-exclusive right to use, together with other tenants in the Building, the lobbies, corridors, elevators, stairways and other public areas of the Building and the Property (collectively, the "Common Areas"), and the non-exclusive right of access to and from the Premises by the main entrances to the Building and the Property.

### **2.3. Parking**

County shall have the right to park in the Building's parking facilities, in common with other tenants of the Building, provided that County agrees not to use in excess of its proportionate share of parking facilities, which is 12 spaces, and agrees to cooperate with Landlord and the other tenants in the use of the parking facilities.

## **3. TERM**

### **3.1. Term of Lease**

The Premises are leased for a term (the "Term") commencing on the date specified in the Basic Lease Information as the estimated commencement date (the "Estimated Commencement Date"), or such later date as Landlord shall have delivered the Premises to County, and the County Board of Supervisors shall have authorized the execution of this Lease, in its sole and absolute discretion. The Term of this Lease shall end on the expiration date specified in the Basic Lease Information, or such earlier date on which this Lease terminates pursuant to the provisions of this Lease. The word "Term" as used herein shall refer to the Term.

### **3.2. Effective Date, Commencement Date and Expiration Date**

The date on which this Lease shall become effective (the "Effective Date") is the date upon which this Lease is duly executed by the parties hereto.

The dates on which the Term commences and terminates pursuant hereto are referred to respectively as the "Commencement Date" and the "Expiration Date." If the Commencement Date occurs on a date other than the Estimated Commencement Date, then promptly thereafter Landlord shall deliver to County a notice substantially in the form of Exhibit B attached hereto, confirming the actual Commencement Date, but Landlord's failure to do so shall not affect the commencement of the Term.

### **3.3. Delay in Delivery of Possession**

Landlord shall use its best efforts to deliver possession of the Premises on or before the Estimated Commencement Date. However, if Landlord is unable to deliver possession of the Premises as provided above, then, subject to the provisions of this Section below, the validity of this Lease shall not be affected by such inability to deliver possession except that County's obligations to pay Base Rent or any other charges shall not commence until such time as Landlord has delivered the Premises as required under this Lease. If the Term commences later or earlier than the Estimated Commencement Date, this Lease shall nevertheless expire on the Expiration Date, unless sooner terminated pursuant to the provisions under this Lease.

## **4. BASE RENT**

Beginning on the Commencement Date, County shall pay to Landlord during the Term the annual Base Rent specified in Section 1.8 of the Basic Lease Information (the "Base Rent"). The Base Rent shall be payable in equal consecutive monthly payments on or before the first day of each month, in advance, at the address specified for Landlord in Section 1.12 of the Basic Lease Information, or such other place as Landlord may designate in writing upon not less than thirty (30) days' advance notice. County shall pay the Base Rent without any prior demand and without any deductions or setoff except as otherwise provided in this Lease. If the Commencement Date occurs on a day other than the first day of a calendar month or the Expiration Date occurs on a day other than the last day of a calendar month, then the monthly payment of the Base Rent for such fractional month shall be prorated based on a thirty (30) day month.

## **5. USE**

### **5.1. Permitted Use**

County may use the Premises for general office uses and such other uses as may be specified in the Basic Lease Information, and for no other use without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed.

### **5.2. Observance of Rules and Regulations**

Not Used

### **5.3. Interference with Access**

Landlord shall provide to County at all times use of the Premises and uninterrupted access thereto to the maximum extent possible, including, without limitation, during any power outages affecting the Premises or any portion of the Building; provided, however, that Landlord may, after consultation with the Assistant County Manager, interrupt County's access to the Premises or the Building in the event of an immediate risk of danger to the Premises, the Common Areas or any other portion of the Building being rendered unsafe for human occupancy. If County's use of any of the Premises or access thereto is interrupted as a result of the Premises, the Common Areas or any other portion of the Building being rendered unsafe for human occupancy due to Landlord's failure to comply with its obligations under this Lease or for any other reason other than County's default hereunder, then Landlord shall immediately undertake all necessary steps to correct such condition. In the event such condition impairs County's ability to carry on its business in the Premises, the Rent payable hereunder shall be abated based on the extent to which such default interferes with County's ability to carry on its business at the Premises. If any such default by Landlord shall continue for thirty (30) days or more after County's use is interrupted and impairs County's ability to carry on its business in the Premises, then County shall have the right, without limiting any of its other rights under this Lease to terminate this Lease, unless Landlord supplies County with evidence reasonably satisfactory to County that County's normal and safe use will be restored within sixty (60) days of the date County's use was interrupted, and such use is actually restored within such 60-day period. Nothing in this Section shall limit County's rights with respect to any disruption due to casualty pursuant to Section 12 (Damage and Destruction) hereof.

## **6. LEASEHOLD IMPROVEMENTS**

County shall be responsible for installing telecommunications, data and computer cabling facilities and equipment, provided that Landlord shall furnish access to County and its consultants and contractors to the main telephone service serving the floor(s) on which the Premises are located and all other parts of the Building for which access is needed for proper installation of all such facilities and equipment including, but not limited to, wiring. County shall have the right to enter the Premises and such other portions of the Building at reasonable times in order to install such facilities and equipment. County and Landlord shall use their good faith efforts to coordinate any such activities to allow the Leasehold Improvements and the installation of such facilities and equipment to be completed in a timely and cost-effective manner.

## **7. ALTERATIONS**

### **7.1. Alterations by County**

County shall not make or permit any alterations, installations, additions or improvements (collectively, "Alterations") to the Premises without first obtaining Landlord's written consent, which Landlord shall not unreasonably withhold or delay. However, the installation of furnishings, fixtures, equipment or decorative improvements, none of which affect the Building Systems or structural integrity of the Building, and the repainting and recarpeting of the Premises shall not constitute Alterations requiring Landlord's consent. Any Alterations permitted hereunder shall be made at County's cost in compliance with applicable Laws as defined in Section 15. Landlord shall, without cost to itself, cooperate with County in securing building and other permits and authorizations needed in connection with any permitted Alterations. Landlord shall not be entitled to any construction or other administrative fee in connection with any Alteration. County shall not be required to remove any Alterations upon the expiration or earlier termination of this Lease unless Landlord notifies County in writing at the time Landlord approves such Alterations that they must be removed at the Expiration Date.

### **7.2. Title to Improvements**

Except for County's Personal Property (as defined in the next Section), all appurtenances, fixtures, improvements, equipment, additions and other property permanently installed in the Premises as of the Commencement Date or during the Term shall be and remain Landlord's property. County may not remove such property unless Landlord consents thereto.

### **7.3. County's Personal Property**

All furniture, furnishings, equipment, trade fixtures and articles of movable personal property that become the property of the County as set forth in Section 22 hereof, or installed in the Premises by or for the account of County and that can be removed without structural damage to the Premises (collectively, "County's Personal Property") shall be and remain County's property. At any time during the Term or at the expiration thereof, County may remove any of County's Personal Property provided County shall repair any damage to the Premises resulting therefrom. Upon the expiration or earlier termination of this Lease, County shall remove County's Personal Property from the Premises in accordance with Section 20 (Surrender of Premises), below. Landlord acknowledges that some of County's Personal Property may be financed by an equipment lease financing otherwise subjected to a security interest, or owned by an equipment company and leased to County. Landlord, upon County's reasonable request, shall execute and deliver any document required by any supplier, lessor, or lender in connection with the installation in the Premises of any items of County's Personal Property, pursuant to which Landlord waives any rights it may have or acquire with respect to County's Personal Property, so long as the supplier, equipment lessor or lender agrees that it (i) will remove the Property from the Premises within thirty (30) days after the Expiration Date (but if it does not remove County's Personal Property within such time it shall have waived any rights it may have had to County's Personal Property), and (ii) will repair any damage caused by the removal of County's Personal Property. Landlord shall recognize the rights of an supplier, lessor or lender who has an interest in any items of County's Personal Property to enter the Premises and remove such property at any time during the Term or within thirty (30) days after the Expiration Date.

### **7.4. Alteration by Landlord**

Landlord shall use its best efforts to minimize interference with or disruption to County's use and occupancy of the Premises during any alterations, installations, additions or improvements to the Building, including without limitation any leasehold improvement work for other tenants in the Building. Landlord shall promptly remedy any such interference or disruption upon receipt of County's notice thereof.

## **8. REPAIRS AND MAINTENANCE**

### **8.1. Landlord's Repairs**

Landlord shall repair and maintain, at its cost and in first-class condition, the exterior and structural portions of the Building, including, without limitation, the roof, foundation, bearing and exterior



walls and subflooring, and the heating, ventilating, air conditioning, plumbing, electrical, fire protection, elevator, life safety, security and other mechanical, electrical and communications systems of the Building (collectively, the "Building Systems") and the Common Areas. Without limiting the foregoing, Landlord shall maintain the Building in a clean, safe and attractive manner and shall not permit any other tenants of the Building to disturb or interfere with County's use of the Premises or permit to be done in or about the Building or anything that is illegal, is dangerous to persons or property or constitutes a nuisance.

### **8.2.County's Repairs**

Subject to Landlord's Indemnity under Section 10.1 [Landlord's Compliance with Laws; Indemnity], and Landlord's repair and maintenance obligations hereunder, County shall repair and maintain at its cost the interior portions of the Premises and shall keep the Premises in good working order and in a safe and sanitary condition, except for ordinary wear and tear and damage by casualty. County shall make any such required repairs and replacements that Landlord specifies in writing (i) at County's cost, (ii) by contractors or mechanics selected by County and reasonably approved by Landlord, (iii) so that same shall be at least substantially equal in quality, value and utility to the original work or installation prior to damage thereof, (iv) in a manner and using equipment and materials that will not materially interfere with or impair the operations, use or occupation of the Building or the Building Systems, and (v) in compliance with all applicable Laws, including, without limitation, any applicable contracting requirements under the Ordinance Code or the Charter of the County of San Mateo. At all times during the Term of the Lease, Landlord shall, upon reasonable notice by County, afford County and its Agents with access to those portions of the Building which are necessary to maintain or repair the telecommunications and data and computer cabling facilities and equipment installed by County.

### **8.3.Liens**

County shall keep the Premises free from liens arising out of any work performed, material furnished or obligations incurred by County during the Term. Landlord shall have the right to post on the Premises any notices permitted or required by law or that are needed for the protection of Landlord, the Premises, or the Building, from mechanics' and material suppliers' liens. County shall give Landlord at least ten (10) days' prior written notice of commencement of any repair or construction by County on the Premises.

## **9. UTILITIES AND SERVICES**

### **9.1.Landlord's Provision of Utilities**

Landlord shall furnish the following utilities and services to the Premises: (a) heating, air conditioning and ventilation in amounts required for County's comfortable use and occupancy of the Premises, (b) electric current in amounts required for normal lighting and for the operation of personal computers and other normal office machines and equipment, on a twenty-four (24) hours-a-day, seven-days-a-week basis ("Daily Basis"); (c) elevator service on a Daily Basis; and (d) water for lavatory, kitchen and drinking purposes on a Daily Basis. Without limiting Landlord's obligations hereunder, Landlord shall furnish all utilities and services required under this Lease in a manner consistent with such utilities and services normally provided in other buildings similar to the Building in Redwood City. The County hereby acknowledges that it has inspected the existing elevator, and that the size, configuration, controls and utility are acceptable in the existing condition. Landlord's obligation shall be to maintain the existing elevator in its current operable condition.

### **9.2.Services**

#### **(a) Janitorial Service**

Landlord shall, at its cost, provide janitorial service twice each week in a manner consistent with the service provided to the other occupants of the Building and the Property. The County shall be responsible for the cost of any additional janitorial service that it requires for the Premises.

### **9.3.Conservation**

Landlord may establish reasonable measures to conserve energy and water, including automatic light shut off after hours and efficient lighting forms, so long as these measures do not unreasonably interfere with County's use of the Premises.

### **9.4.Disruption in Essential Utilities or Services**

In the event of any failure, stoppage or interruption of any utilities or services to be furnished by Landlord hereunder, Landlord shall immediately notify County of such failure, stoppage or interruption, diligently attempt to restore service as promptly as possible and shall keep County apprised of its efforts. In the event Landlord is unable to supply any of the Building's sanitary, electrical, heating, air conditioning, water, elevator, fire protection and security, audio, video or electronic communications, hazard detection and alarm, or other essential services serving the Premises (collectively, "Essential Services") and such inability of Landlord impairs County's ability to carry on its business in the Premises for a period of one (1) or more business day if such failure is in the reasonable control of Landlord or a period of five (5) or more consecutive business days if such failure is not within the reasonable control of Landlord, then the Rent shall be abated based on the extent such inability of Landlord impairs County's ability to carry on its business in the Premises, or, alternatively at County's election, County shall have the option to provide such services and offset the reasonable cost thereof against the Rent next due under this Lease. Such abatement, or right to provide the services and offset against Rent, shall continue until the Essential Services have been restored so that the lack of any remaining services no longer materially impairs County's ability to carry on its business in the Premises. Landlord shall use its best efforts to restore disrupted Essential Services as soon as possible. However, if such failure to provide any Essential Services continues for any reason for thirty (30) days and such failure interferes with County's ability to carry on its business in the Premises, then County may, without limiting any of its other rights or remedies hereunder or at law or in equity, terminate this Lease upon written notice to Landlord, unless Landlord supplies County with evidence reasonably satisfactory to County that the Essential Services will be restored within sixty (60) days of the date County's use was interrupted, and the Essential Services is actually restored within such 60-day period. County shall not be entitled to any abatement of Rent or right to terminate if Landlord's inability to supply Essential Services to County is due in whole or in part to the acts, omissions or negligence of County and its Agents.

## **10. COMPLIANCE WITH LAWS; PREMISES CONDITION**

### **10.1. Landlord's Compliance with Laws; Indemnity**

Without limiting Section 16.2 (Landlord's Indemnity), Landlord shall Indemnify and defend County against any and all Claims arising out of any failure of the Property, Building, Common Areas, Building Systems, or any portion thereof, to comply with applicable federal, state, local and administrative laws, rules, regulations, orders and requirements. No person will be denied access to the Premises based on a disability.

### **10.2. County's Compliance with Laws**

County shall use the Premises during the Term in compliance with applicable Laws, except that County shall not be required to make any structural alterations, additions or other modifications in order to comply therewith unless such modifications are necessary solely because of any Alterations to the Premises made by County pursuant to Section 7 hereof and such modifications are not otherwise Landlord's responsibility under this Lease. County shall be responsible for complying with any requirement of the disabilities laws relating to the placement of County's furniture or other County Personal Property and the operation of any programs in the Premises, other than any requirement relating to the physical structure, fixtures and permanent improvements of the Premises or portions of the Property or Building along the path of travel to the Premises, which are Landlord's obligation as provided in Section 10.1 above.

### **10.3. County's Compliance with Insurance Requirements**

County shall not conduct any use in or about the Premises that would: (a) invalidate or be in conflict with any fire or other casualty insurance policies covering the Building or any property located

therein, (b) result in a refusal by fire insurance companies of good standing to insure the Building or any such property in amounts reasonably satisfactory to Landlord or the holder of any mortgage or deed of trust encumbering the Building, (c) cause an increase in the fire insurance premium for the Building unless County agrees to pay such increase, or (d) subject Landlord to any liability or responsibility for injury to any person or property by reason solely of any business operation being conducted by County in the Premises; provided, however, Landlord shall provide County with reasonable prior written notice of any applicable insurance requirements and no such insurance requirements shall materially and adversely interfere with County's normal business in the Premises.

## **11. SUBORDINATION**

This Lease is and shall be subject and subordinate to the following (each an "Encumbrance"): (a) any reciprocal easement agreements and ground leases or other underlying leases that may now exist or hereafter be executed affecting Landlord's interest in the Property, or any portion thereof, and (b) the lien of any mortgage or deed of trust that may now exist or hereafter be executed by Landlord in any amount for which any part of the Property, any ground leases or underlying leases, or Landlord's interest or estate therein, is specified as security; provided that as a condition to any such Encumbrance, the holder of the Encumbrance shall, at County's request, enter into a subordination and nondisturbance agreement with County in a form then commercially reasonable. Notwithstanding the foregoing, Landlord shall have the right to subordinate or cause to be subordinated to this Lease any Encumbrance. In the event that any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, County shall pay subsequent Rent and attorn to and become the tenant of such successor Landlord, at the option of such successor-in-interest, provided that County has received proper written notice of such succession and the name and address of the successor landlord, and further provided that, in the case of any Encumbrance hereafter executed, as a condition to such attornment the holder of such Encumbrance shall, at County's request, agree that so long as County is not in default hereunder, such holder shall recognize this Lease and shall not disturb County in its possession of the Premises for any reason other than one that would entitle Landlord to terminate this Lease or otherwise dispossess County of the Premises in accordance with the terms hereof. The provisions of this Section shall be self-operative and no further instrument shall be required other than as provided in this Section. County agrees, however, to execute upon request by Landlord and in a form reasonably acceptable to County, any additional documents evidencing the priority or subordination of this Lease with respect to any such Encumbrance as provided herein.

Landlord shall use its best efforts to provide to County, before the Effective Date, executed non-disturbance and attornment agreements from the holder of any existing Encumbrance. The form of such agreement shall be subject to County's reasonable approval.

## **12. DAMAGE AND DESTRUCTION**

If the Premises, the Building or any Building Systems are damaged by fire or other casualty, Landlord shall repair the same without delay (and if Landlord is then carrying insurance on the Leasehold Improvements or if County at its sole option makes funds available to Landlord, Landlord shall also repair the Leasehold Improvements), provided that such repairs can be made under applicable laws within sixty (60) days after Landlord obtains all necessary permits for such repairs but not later than two hundred ten (210) days after the date of such damage (the "Repair Period"). In such event, this Lease shall remain in full force and effect, except that County shall be entitled to an abatement of Rent while such repairs are being made. Such abatement in Rent shall be based upon the extent to which such damage and the making of such repairs interfere with County's business in the Premises. Landlord's repairs shall not include, and the Rent shall not be abated as a result of, any damage by fire or other cause to County's Personal Property or any damage caused by the negligence or willful misconduct of County or its Agents.

Within twenty (20) days after the date of such damage, Landlord shall notify County whether or not, in Landlord's reasonable judgment made in good faith, such repairs can be made within the Repair Period. If such repairs cannot be made within the Repair Period, then either party hereto may, by written notice to the other given within thirty (30) days after the date of such damage, terminate this Lease as of

the date specified in such notice, which date shall be not less than thirty (30) nor more than sixty (60) days after notice is given by Landlord. In case of termination, the Rent shall be reduced by a proportionate amount based upon the extent to which such damage interferes with the conduct of County's business in the Premises, and County shall pay such reduced Rent up to the date of termination. Landlord shall refund to County any Rent previously paid for any period of time subsequent to such date of termination.

Notwithstanding the foregoing, in the event the Premises are damaged or destroyed by reason of flood or earthquake, and such damage or destruction is not fully covered by insurance proceeds payable under the insurance policies Landlord is required to carry hereunder (excluding any deductible, for which Landlord shall be responsible), Landlord may terminate this Lease by written notice to County within thirty (30) days of the date Landlord receives written notice that such damage is not covered by insurance. Such notice from Landlord shall include adequate written evidence of the denial of insurance coverage. If Landlord does not elect to terminate this Lease as provided above, the Lease shall remain in full force and effect, and Landlord shall repair and restore the Premises as provided above.

If at any time during the last six (6) months of the Term of this Lease there is substantial damage that Landlord would be required to repair hereunder, Landlord or County may, at the respective option of each, terminate this Lease as of the date such damage occurred by giving written notice to the other party of its election to do so within thirty (30) days after the date of such damage; provided, however, Landlord may terminate this Lease only if it would take more than thirty (30) days to repair such damage.

The parties intend that the provisions of this Section govern fully their rights and obligations in the event of damage or destruction, and Landlord and County each hereby waives and releases any right to terminate this Lease in whole or in part under Section 1932, subdivision 2, Section 1933, subdivision 4, and Sections 1941 and 1942 of the Civil Code of California or under any similar law, statute or ordinance now or hereafter in effect, to the extent such rights are inconsistent with the provisions hereof.

### **13. EMINENT DOMAIN**

#### **13.1. Definitions**

(a) "Taking" means a taking or damaging, including severance damage, by eminent domain, inverse condemnation or for any public or quasi-public use under law. A Taking may occur pursuant to the recording of a final order of condemnation, or by voluntary sale or conveyance in lieu of condemnation or in settlement of a condemnation action.

(b) "Date of Taking" means the earlier of (i) the date upon which title to the portion of the Property taken passes to and vests in the condemnor or (ii) the date on which Tenant is dispossessed.

(c) "Award" means all compensation, sums or anything of value paid, awarded or received for a Taking, whether pursuant to judgment, agreement, settlement or otherwise.

#### **13.2. General**

If during the Term or during the period between the execution of this Lease and the Commencement Date, there is any Taking of all or any part of the Premises or any interest in this Lease, the rights and obligations of the parties hereunder shall be determined pursuant to this Section. County and Landlord intend that the provisions hereof govern fully in the event of a Taking and accordingly, the parties each hereby waive any right to terminate this Lease in whole or in part under Sections 1265.10, 1265.40, 1265.120 and 1265.130 of the California Code of Civil Procedure or under any similar law now or hereafter in effect.

#### **13.3. Total Taking; Automatic Termination**

If there is a total Taking of the Premises, then this Lease shall terminate as of the Date of Taking.

#### **13.4. Partial Taking; Election to Terminate**

(a) If there is a Taking of any portion (but less than all) of the Premises, then this Lease shall terminate in its entirety if all of the following exist: (A) the partial Taking, in County's reasonable judgment, renders the remaining portion of the Premises untenable or unsuitable for continued use by County for its intended purposes or otherwise materially adversely affect County's normal operations in the Premises, (B) the condition rendering the Premises untenable or unsuitable either is not curable or is curable but Landlord is unwilling or unable to cure such condition, and (C) County elects to terminate.

(b) In the case of a partial taking of a substantial portion of the Building, and if subsection (a) above does not apply, County and Landlord shall each have the right to terminate this Lease by written notice to the other within thirty (30) days after the Date of Taking, provided that, as a condition to County's right to terminate, the portion of the Building taken shall, in County's reasonable judgment, render the Premises unsuitable for continued use by County for its intended purposes or otherwise materially adversely affect County's normal operations in the Premises.

(c) Either party electing to terminate under the provisions of this Section 13.4 shall do so by giving written notice to the other party before or within thirty (30) days after the Date of Taking, and thereafter this Lease shall terminate upon the later of the thirtieth (30<sup>th</sup>) day after such written notice is given or the Date of Taking.

#### **13.5. Rent; Award**

Upon termination of this Lease pursuant to an election under Section 13.4 above, then: (i) County's obligation to pay Rent shall continue up until the date of termination, and thereafter shall cease, except that Rent shall be reduced as provided in Section 13.6 below for any period during which this Lease continues in effect after the Date of Taking, and (ii) Landlord shall be entitled to the entire Award in connection therewith, except that County shall receive any Award made specifically for County's relocation expenses, the interruption of or damage to County's business, County's improvements pertaining to realty or damage to County's Personal Property.

#### **13.6. Partial Taking; Continuation of Lease**

If there is a partial Taking of the Premises under circumstances where this Lease is not terminated in its entirety under Section 13.4 above, then this Lease shall terminate as to the portion of the Premises so taken, but shall remain in full force and effect as to the portion not taken, and the rights and obligations of the parties shall be as follows: (a) Rent shall be reduced by an amount that is in the same ratio to the Rent as the area of the Premises taken bears to the area of the Premises prior to the Date of Taking, and (b) Landlord shall be entitled to the entire Award in connection therewith, provided that County shall receive any Award made specifically for County's relocation expenses or the interruption of or damage to County's business or damage to County's Personal Property.

#### **13.7. Temporary Taking**

Notwithstanding anything to contrary in this Section, if a Taking occurs with respect to the Premises for a limited period of time not in excess of sixty (60) consecutive days, this Lease shall remain unaffected thereby, and County shall continue to pay Rent and to perform all of the terms, conditions and covenants of this Lease. In the event of such temporary Taking, County shall be entitled to receive that portion of any Award representing compensation for the use or occupancy of the Premises during the Term up to the total Rent owing by County for the period of the Taking.

### **14. ASSIGNMENT AND SUBLETTING**

Except as provided in this Section below, County shall not directly or indirectly sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of its interest in or rights with respect to the Premises or its leasehold estate hereunder or permit all or any portion of the Premises to be occupied by anyone other than itself or sublet all or any portion of the Premises, without Landlord's prior written consent in each instance, which shall not be unreasonably withheld or delayed. County shall have the right from time to time, upon notice to but without the consent of Landlord, to transfer this Lease

or use and occupancy of all or any of the Premises to any department, commission or agency of the County of San Mateo for uses permitted under this Lease.

## **15. DEFAULT; REMEDIES**

### **15.1. Events of Default by County**

Any of the following shall constitute an event of default by County hereunder:

(a) County's failure to make any timely payment of Rent and to cure such nonpayment within five (5) business days after receipt of written notice thereof from Landlord, provided that for the first two (2) monthly payments of Rent at the beginning of the Term and for the first monthly payment of Rent after the beginning of each new fiscal year for County, County shall have twenty (20) days to cure any such nonpayment after written notice thereof from Landlord;

(b) County's abandonment of the Premises (within the meaning of California Civil Code Section 1951.3); or

(c) County's failure to perform any other covenant or obligation of County hereunder (not involving the payment of money) and to cure such non-performance within thirty (30) days of the date of receipt of notice thereof from Landlord, provided that if more than thirty (30) days are reasonably required for such cure, no event of default shall occur if County commences such cure within such period and diligently prosecutes such cure to completion.

### **15.2. Landlord's Remedies**

Upon the occurrence of any event of default by County that is not cured within the applicable grace period as provided above, Landlord shall have all rights and remedies available pursuant to law or granted hereunder, including the following:

(a) The rights and remedies provided by California Civil Code Section 1951.2 (damages on termination for breach), including, but not limited to, the right to terminate County's right to possession of the Premises and to recover the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of rental loss for the same period that County proves could be reasonably avoided, as computed pursuant to subsection (b) of such Section 1951.2.

(b) The rights and remedies provided by California Civil Code Section 1951.4 (continuation of lease after breach and abandonment), which allows Landlord to continue this Lease in effect and to enforce all of its rights and remedies under this Lease, including the right to recover Rent as it becomes due, for so long as Landlord does not terminate County's right to possession, if County has the right to sublet or assign, subject only to reasonable limitations.

### **15.3. Landlord's Default**

If Landlord fails to perform any of its obligations under this Lease, then (without limiting any of County's other cure rights under this Lease) County may, at its sole option, cure such default at Landlord's expense if such default continues after ten (10) days from the date County gives notice to Landlord of County's intention to perform such cure. However, in the case of a default which for causes beyond Landlord's control (excluding any financial inability to perform) cannot with due diligence be cured within such 10-day period, such 10-day period shall be extended if Landlord, promptly upon receipt of County's notice, advises County of Landlord's intention to take all steps required to cure such default, and Landlord promptly commences such cure and diligently prosecutes the same to completion. Subject to the other provisions of this Lease relating to abatement of Rent, if Landlord fails to cure any default within the cure period provided above, then, whether or not County elects to cure Landlord's default as provided herein, the Base Rent and any other charges hereunder shall be abated based on the extent to which such default interferes with County's ability to carry on its business at the Premises. Notwithstanding the foregoing, if any such default by Landlord continues for sixty (60) days and impairs County's ability to carry on its business in the Premises, then County shall have the right to terminate this Lease upon written notice to Landlord within thirty (30) days after the expiration of such 60-day period. County's rights hereunder shall not limit in any way any of its other rights and remedies hereunder or at law or in equity.

## **16. INDEMNITIES**

### **16.1. County's Indemnity**

County shall indemnify, defend and hold harmless ("Indemnify") Landlord and its Agents from and against any and all claims, costs and expenses (collectively, "Claims"), incurred as a result of (a) County's use of the Premises, (b) any default by County in the performance of any of its material obligations under this Lease, or (c) any negligent acts or omissions of County or its Agents in, on or about the Premises or the Property; provided, however, County shall not be obligated to Indemnify Landlord or its Agents to the extent any Claim arises out of the negligence or willful misconduct of Landlord or its Agents. In any action or proceeding brought against Landlord or its Agents by reason of any Claim Indemnified by County hereunder, County may, at its sole option, elect to defend such Claim by attorneys in County's Office of County Counsel, by other attorneys selected by County, or both. County shall have the right to control the defense and to determine the settlement or compromise of any action or proceeding, provided that Landlord shall have the right, but not the obligation, to participate in the defense of any such Claim at its sole cost. County's obligations under this Section shall survive the termination of the Lease.

### **16.2. Landlord's Indemnity**

Landlord shall Indemnify County and its Agents against any and all Claims incurred as a result of (a) any default by Landlord in the performance of any of its obligations under this Lease or any breach of any representations or warranties made by Landlord under this Lease, or (b) any negligent acts or omissions of Landlord or its Agents in, on or about the Premises or the Property; provided, however, Landlord shall not be obligated to Indemnify County or its Agents to the extent any Claim arises out of the negligence or willful misconduct of County or its Agents. In any action or proceeding brought against County or its Agents by reason of any Claim Indemnified by Landlord hereunder, Landlord may, at its sole option, elect to defend such Claim by attorneys selected by Landlord. Landlord shall have the right to control the defense and to determine the settlement or compromise of any action or proceeding, provided that County shall have the right, but not the obligation, to participate in the defense of any such Claim at its sole cost. Landlord's obligations under this Section shall survive the termination of the Lease.

## **17. INSURANCE**

### **17.1. County's Self-Insurance**

Landlord acknowledges that County maintains a program of self-insurance and agrees that County shall not be required to carry any insurance with respect to this Lease. County assumes the risk of damage to any of County's Personal Property, except for damage caused by Landlord or its Agents.

Tenant is presently self-insured in the amount of \$250,000 each occurrence giving rise to personal injury and property damage liabilities for which Tenant could be held responsible. In addition, Tenant presently has in force excess insurance in the amount of \$1,750,000 per occurrence with an annual aggregate. Said self-insurance and excess insurance provide coverage for personal injury and property damage liabilities arising out of the acts and/or omissions of Tenant, its officers, agents, contractors and employees, while on the Premises. Tenant upon request of Landlord shall furnish Landlord with a Certificate of Insurance which shall provide that Landlord would receive ten (10) days' prior notice of cancellation, change in scope or modification in coverage of such coverage. Nothing herein shall be interpreted to require Tenant or its insurer to provide a defense for, to provide insurance for, or to indemnify Landlord except as may be otherwise required by law.

### **17.2. Landlord's Insurance**

At all times during the Term, Landlord shall keep the Building (excluding the land upon which it is located) insured against damage and destruction by fire, vandalism, malicious mischief, sprinkler damage and other perils customarily covered under a causes of loss-special form property insurance policy in an amount equal to one hundred percent of the full insurance replacement value (replacement cost new, including, debris removal and demolition) thereof. Landlord shall, upon request by County, provide to County a certificate of insurance issued by the insurance carrier, evidencing the insurance required above. The certificate shall expressly provide that the policy is not cancelable or subject to reduction of coverage or otherwise be subject to modification except after thirty (30) days prior written notice to

County. Landlord hereby waives any rights against County for loss or damage to the Premises or any other part of the Property, to the extent covered by Landlord's property insurance.

### **17.3. Waiver of Subrogation**

Notwithstanding anything to the contrary contained herein, Landlord hereby waives any right of recovery against County for any loss or damage sustained by Landlord with respect to the Building or the Premises or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of County, to the extent (i) such loss or damage is actually recovered from valid and collectible insurance covering the Landlord, and (ii) the Landlord's insurance carrier agrees to its written waiver of right to recover such loss or damage.

## **18. ACCESS BY LANDLORD**

Landlord reserves for itself and any designated Agent the right to enter the Premises at all reasonable times and, except in cases of emergency (in which event Landlord shall give any reasonable notice), after giving County at least twenty four (24) hours' advance written or oral notice, for the purpose of (i) inspecting the Premises, (ii) supplying any service to be provided by Landlord hereunder, (iii) showing the Premises to any prospective purchasers, mortgagees or, during the last six (6) months of the Term of this Lease, tenants, (iv) posting notices of non-responsibility, and (v) altering, improving or repairing the Premises and any portion of the Building, and Landlord may for that purpose erect, use and maintain necessary structures in and through the Premises where reasonably required by the character of the work to be performed, provided that the entrance to the Premises shall not be blocked thereby, and further provided that County's use shall not be interfered with.

## **19. ESTOPPEL CERTIFICATES**

Either party, from time to time during the Term upon not less than ten (10) days' prior written notice from the other party, shall execute, acknowledge and deliver to the other party, or such persons or entities designated by such other party, a certificate stating: (a) the Commencement Date and Expiration Date of this Lease, (b) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), (c) that there are no defaults under this Lease (or if so, specifying the same), (d) the date to which Rent has been paid, and (e) any other information that may be reasonably required.

## **20. SURRENDER OF PREMISES**

Upon the expiration or sooner termination of this Lease, County shall surrender the Premises to Landlord in good order and condition, reasonable use and wear and damage by fire or other casualty excepted. Within ten (10) days after the Expiration Date, County shall remove from the Premises all of County's Personal Property, including County's telecommunications, data and computer facilities and any Alterations County desires or is required to remove from the Premises pursuant to the provisions of Section 7.1 (Alterations by County), above. County shall repair or pay the cost of repairing any damage to the Premises or the Building resulting from such removal. Notwithstanding anything to the contrary in this Lease, County shall not be required to demolish or remove from the Premises any of the Leasehold Improvements. County's obligations under this Section shall survive the expiration or earlier termination of this Lease.

## **21. HAZARDOUS MATERIALS**

### **21.1. Definitions**

As used in this Lease, the following terms shall have the meanings hereinafter set forth:



(a) "Environmental Laws" shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Material, whether now in effect or hereafter adopted.

(b) "Hazardous Material" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended, (42 U.S.C. Sections 9601 et seq.), or pursuant to Section 25316 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the structure of the Building or are naturally occurring substances on or about the Property; and petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.

(c) "Release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside the Building, or in, on, under or about the Property.

### **21.2. Landlord's Representations and Covenants**

Landlord represents and warrants to County that, to Landlord's actual knowledge, the following statements are true and correct and will be true and correct as of the Commencement Date: (a) the Property is not in violation of any Environmental Laws; (b) the Property is not now, nor has it been, used for the manufacture, use, storage, discharge, deposit, transportation or disposal of any Hazardous Material, except for the use of such substances in such limited quantities as are customarily used in offices, which limited use has been and is in compliance with Environmental Laws; (c) the Property does not consist of any landfill or contain any underground storage tanks; (d) the Building does not consist of any asbestos-containing materials or building materials that contain any other Hazardous Material, nor do the Premises or the common areas of the Building contain any lead-based paints; (e) there has been and is no Release of any Hazardous Material in the Building or in, on, under or about the Property; and (f) the Property is not subject to any claim by any governmental regulatory agency or third party related to the Release of any Hazardous Material, and there is no inquiry by any governmental agency (including, without limitation, the California Department of Toxic Substances Control or the Regional Water Quality Control Board) with respect to the presence of Hazardous Material in the Building or in, on, under or about the Property, or the migration of Hazardous Material from or to other real property. Subject to County's obligations under this Section below, Landlord shall maintain the Property throughout the Term in compliance with all Environmental Laws that could affect the health, safety and welfare of County's employees or County's use, occupancy or enjoyment of the Premises for their intended purposes.

County acknowledges that it has inspected the Premises, and has no knowledge of any violation of any obligation of Landlord as set forth in this Section 21.2.

### **21.3. Landlord's Environmental Indemnity**

Without limiting Landlord's Indemnity in Section 16.2 (Landlord's Indemnity), above, Landlord shall Indemnify County and its Agents against any and all Claims arising during or after the Term of this Lease (a) as a result of any breach of any of Landlord's representations, warranties or covenants in the preceding Section, or (b) in connection with any presence or Release of Hazardous Material in the Building or on, under or about the Property, unless County or its Agents caused such Release.

### **21.4. County's Covenants**

Neither County nor its Agents shall cause any Hazardous Material to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises or the Property, or transported to or from the Premises or the Property, in violation of any Environmental Laws, provided that County may use such substances in such limited amounts as are customarily used in offices so long as such use is in compliance with all applicable Environmental Laws.

### **21.5. County's Environmental Indemnity**

If County breaches its obligations contained in the preceding Section 21.4, or if County or its Agents cause the Release of Hazardous Material from, in, on or about the Premises or the Property, then County shall Indemnify Landlord against any and all Claims arising during or after the Term of this Lease as a result of such Release, except to the extent Landlord or its Agents is responsible for the Release. The foregoing Indemnity shall not include any Claims resulting from the non-negligent aggravation by County, its Agents or Invitees of physical conditions of the Premises, or other parts of the Property, existing prior to County's occupancy.

## **22. SPECIAL PROVISIONS**

### **22.1. Purchase of Personal Property.**

County shall purchase from Landlord, and Landlord shall sell to County, the furniture, fixtures and equipment identified in the attached Exhibit C (the "FF&E") at the price and on the terms set forth herein. Beginning on the Commencement Date, County shall pay to Landlord, together with each payment of Base Rent as set forth in Section 4, twelve consecutive monthly payments of \$6,336.00 as payment in full for the FF&E. Landlord warrants that it owns the FF&E including, but not limited to, licenses to all included computer software, and that it transfers any other rights and warranties connected thereto to County together with the FF&E. County agrees to accept the FF&E "AS-IS", and Landlord shall have no obligation to maintain, repair or replace any item that, after the Commencement Date, ceases to function properly.

### **22.2. Use of Telephone System**

Without payment of additional rent, County may share with Landlord the use of the existing telephone system. If County elects to share the telephone system, County shall continue to pay its usage charges as established by County's Information Services Department. In addition, County shall pay the cost of any modification to the system that it may require, and the cost of any additional equipment provided for its use. County shall not be responsible for the cost of any modification to the system that has not been approved by County in advance in writing. County agrees to accept the telephone system "AS-IS", and Landlord shall have no obligation to maintain, repair or replace any item that, after the Commencement Date, ceases to function properly.

## **23. GENERAL PROVISIONS**

### **23.1. Notices**

Except as otherwise specifically provided in this Lease, any notice given under this Lease shall be in writing and given by delivering the notice in person or by commercial courier, or by sending it by first-class mail, certified mail, return receipt requested, or Express Mail, return receipt requested, with postage prepaid, to: (a) County at Tenant's address set forth in the Basic Lease Information; or (b) Landlord at Landlord's address set forth in the Basic Lease Information; or (c) such other address as either Landlord or County may designate as its new address for such purpose by notice given to the other in accordance with this Section. Any notice hereunder shall be deemed to have been given and received two (2) days after the date when it is mailed if sent by first-class, certified mail, one day after the date when it is mailed if sent by Express Mail, or upon the date personal delivery is made. For convenience of the parties, copies of notices may also be given by telefacsimile to the telefacsimile number set forth in the Basic Lease Information or such other number as may be provided from time to time; however, neither party may give official or binding notice by telefacsimile.

### **23.2. No Implied Waiver**

No failure by either party to insist upon the strict performance of any obligation of the other party under this Lease or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such term, covenant or condition. No acceptance of full or partial Rent by Landlord while County is in default hereunder shall constitute a waiver of such default by Landlord. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance

or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of Landlord or County given in one instance under the terms of this Lease shall not relieve the other party of any obligation to secure the consent to any other or future instance under the terms of the Lease.

### **23.3. Amendments**

Neither this Lease nor any terms or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. No waiver of any breach shall affect or alter this Lease, but each and every term, covenant and condition of this Lease shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof. Whenever this Lease requires or permits the giving by County of its consent or approval, the Assistant County Manager, or his or her designee shall be authorized to provide such approval, except as otherwise provided by applicable law, including the County's Ordinance Code and Charter. Any amendments or modifications to this Lease, including, without limitation, amendments to or modifications to the exhibits to this Lease, shall be subject to the mutual written agreement of Landlord and County and may be made upon the sole approval of the Assistant County Manager, or his or her designee; provided, however, material amendments or modifications to this Lease (i) changing the legal description of the Premises, (ii) increasing the Term, (iii) increasing the Rent, (iv) changing the general use of the Premises from the use authorized under Section 5.1 of this Lease, and (v) any other amendment or modification which materially increases the County's liabilities or financial obligations under this Lease shall additionally require the approval of the County's Board of Supervisors.

### **23.4. Authority**

Landlord represents and warrants to County that the execution and delivery of this Lease by Landlord has been duly authorized and does not violate any provision of any agreement, law or regulation to which Landlord or the Property is subject.

### **23.5. Parties and Their Agents; Approvals**

If applicable, the word "Landlord" as used in this Lease shall include the plural as well as the singular. As used in this Lease, the term "Agents" when used with respect to either party shall include the agents, employees, officers and contractors of such party, and the term "Invitees" when used with respect to County shall include the clients, customers, invitees, guests, licensees, assignees or subtenants of County. All approvals, consents or other determinations permitted or required by County under this Lease shall be made by or through County's Assistant County Manager unless otherwise provided in this Lease, subject to any applicable limitations in the Ordinance Code or the Charter of the County of San Mateo.

### **23.6. Interpretation of Lease**

The captions preceding the articles and sections of this Lease and in the table of contents have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Lease. This Lease has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intent and purposes of the parties, without any presumption against the party responsible for drafting any part of this Lease. Except as otherwise specifically provided herein, wherever in this Lease Landlord or County is required or requested to give its consent or approval to any matter or action by the other, such consent or approval shall not be unreasonably withheld or delayed and the reasons for disapproval of consent shall be stated in reasonable detail in writing. Provisions in this Lease relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or County holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Lease, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

### **23.7. Successors and Assigns**

Subject to the provisions of Section 14 relating to assignment and subletting, the terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of Landlord and County and, except as otherwise provided herein, their personal representatives and successors and assigns. There are no third-party beneficiaries to this Lease.

### **23.8. Brokers**

Neither party has had any contact or dealings regarding the leasing of the Premises, or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the lease contemplated herein, except for the broker, if any, identified in the Basic Lease Information; whose commission, if any is due, shall be the sole responsibility of Landlord pursuant to a separate written agreement between Landlord and such broker, and County shall have no liability therefor. In the event that any other broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes his claim shall be responsible for such commission or fee and shall indemnify the other party from any and all Claims incurred by the indemnified party in defending against the same. The provisions of this Section shall survive any termination of this Lease.

### **23.9. Severability**

If any provision of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Lease shall be valid and be enforceable to the full extent permitted by law.

### **23.10. Governing Law**

This Lease shall be construed and enforced in accordance with the laws of the State of California and the Ordinance Code and Charter of the County of San Mateo.

### **23.11. Entire Agreement**

The parties intend that this Lease (including all of the attached exhibits, which are made a part of this Lease) shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. The parties further intend that this Lease shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Lease.

### **23.12. Holding Over**

Should County hold over in possession of the Premises after the expiration of the Term with Landlord's consent, such holding over shall not be deemed to extend the Term or renew this Lease, but such tenancy thereafter shall continue as a month-to-month tenancy. Such tenancy shall be on all the terms and conditions set forth in this Lease and at the monthly Base Rent in effect during the last month of the Term of the Lease or such other rental as Landlord and County may mutually agree in writing as a condition to Landlord's consent to such holding over, and County shall continue as a month-to-month tenant until the tenancy shall be terminated by Landlord giving County or County giving Landlord at least thirty (30) days' prior written notice of termination. Should County hold over without Landlord's consent, the rent payable by County during the period of such holding over shall be one hundred ten percent (110%) of the monthly Base Rent in effect during the last month of the Term of this Lease, and such tenancy shall otherwise be on the terms and conditions contained herein.

### **23.13. Cumulative Remedies**

All rights and remedies of either party hereto set forth in this Lease shall be cumulative, except as may otherwise be provided herein.

#### **23.14. Time of Essence**

Time is of the essence with respect to all provisions of this Lease in which a definite time for performance is specified.

#### **23.15. Survival of Indemnities**

Termination of this Lease shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this Lease, nor shall it effect any provision of this Lease that expressly states it shall survive termination hereof. Each party hereto specifically acknowledges and agrees that, with respect to each of the indemnities contained in this Lease, the indemnitor has an immediate and independent obligation to defend the indemnitees from any claim which actually or potentially falls within the indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to the indemnitor by the indemnitee and continues at all times thereafter.

#### **23.16. Signs**

County may erect or post signs on or about the Premises subject to Landlord's prior approval as provided below. Landlord reserves the right to review the placement, design, and plan for any such sign prior to its erection or posting and agrees that the approval thereof shall not be unreasonably withheld or delayed.

#### **23.17. Quiet Enjoyment and Title**

Landlord covenants and represents that it has full right, power and authority to grant the leasehold estate hereunder, and covenants that County, upon paying the Rent hereunder and performing the covenants hereof, shall peaceably and quietly have, hold and enjoy the Premises and all appurtenances during the full Term of this Lease as against all persons or entities claiming by and through Landlord or on account of any action, inaction or agreement of Landlord or its Agents. Without limiting the provisions of Section 16.2 (Indemnities), Landlord agrees to indemnify County and its Agents against Claims arising out of any assertion that would interfere with County's right to quiet enjoyment as provided in this Section.

#### **23.18. Bankruptcy**

Landlord represents and warrants to County that Landlord has neither filed nor been the subject of any filing of a petition under the federal bankruptcy law or any federal or state insolvency laws or laws for composition of indebtedness or for the reorganization of debtors, and, to the best of Landlord's knowledge, no such filing is threatened. Landlord and County agree that County's leasehold estate created hereby includes, without limitation, all rights to receive and enjoy all services, facilities and amenities of the Premises and the Building as provided herein, and that if any of such services, facilities or amenities are terminated, or materially limited or restricted on account of any such case or proceeding, or for any other reason, County shall have the right to (i) contract directly with any third-party provider of such services, facilities or amenities to obtain the same, and (ii) offset against the Base Rent or other charges payable hereunder any and all reasonable costs and expenses incurred by County in obtaining such services, facilities or amenities.

#### **23.19. Transfer of Landlord's Interest**

Landlord shall have the right to transfer its interest in the Property, the Building or this Lease to any other financially responsible person or entity. In the event of any such transfer, Landlord shall be relieved, upon notice to County of the name and address of Landlord's successor, of any obligations accruing hereunder from and after the date of such transfer and upon delivering to County an express assumption by the transferee of all of Landlord's obligations hereunder.

#### **23.20. Non-Liability of County Officials, Employees and Agents**

Notwithstanding anything to the contrary in this Agreement, no elective or appointive board, commission, member, officer, employee or agent of County shall be personally liable to Landlord, its successors and assigns, in the event of any default or breach by County or for any amount which may become due to Landlord, its successors and assigns, or for any obligation of County under this Lease.

**23.21. Counterparts**

This Lease 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.

**23.22. Certification by Landlord**

By executing this Lease, Landlord certifies that Landlord is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Landlord acknowledges that this certification of eligibility to receive federal funds is a material term of this Lease.

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

LANDLORD: SAN MATEO COUNTY BAR ASSOCIATION,  
a California non-profit corporation

BY: *[Handwritten Signature]*  
ITS: EXECUTIVE DIRECTOR

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

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

BY: \_\_\_\_\_

Jerry Hill  
President, Board of Supervisors

ATTESTED:

\_\_\_\_\_  
Clerk of Said Board

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

EXHIBIT B

[Date]

Mr. Paul Scannell  
Assistant County Manager  
County of San Mateo  
400 County Center  
Redwood City, CA 94063

RE: Acknowledgement of Commencement Date, Lease Between  
SAN MATEO COUNTY BAR ASSOCIATION (Landlord),  
and the COUNTY OF SAN MATEO (Tenant), for premises known as  
a portion of the ground floor and all of the second floor of 303 Bradford Street

Dear Mr. Scannell:

This letter will confirm that for all purposes of the Lease, the Commencement Date (as defined in Section 3.2 of the Lease) is \_\_\_\_\_, 2002.

Please acknowledge your acceptance of this letter by signing and returning a copy of this letter.

Very truly yours,

\_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and Agreed:

By \_\_\_\_\_  
Assistant County Manager

**EXHIBIT C**

**FURNITURE, FIXTURES & EQUIPMENT INVENTORY**



**EXHIBIT C-Furniture, Fixtures and Equipment**

Below is a summary of the items subject to the lease between the County of San Mateo and the San Mateo County Bar Association.

A detailed listing of the computer related items will be found at pages 3 and 4

303 Bradford Street, Redwood City, Ca.

Telephone Extension #	With desk or workstation	With Computer Set-up	Without Computer Set-up	Without Telephone	Chairs	Bookcases & Cabinets	Other Items	
<b>Sheriff's Office Space:</b>								
129	1	1						
130	1	1			4	3		
131	1	1						
132	1		X					
127				X				
128	1	1			3	4	Couch	
137	1	1						
<b>Probation Office Space:</b>								
125	1	1			2	3		
126	1	1						
<b>Court Prep Area:</b>								
133	1	1					Copy Machine (County of San Mateo has the option to cancel or assume the service contract)	
134	1	1			4	4		
135	1	1						
136	1	1						
<b>Lunch Area:</b>								
138		1			8	1	Table Microwave	
<b>Reception Area:</b>								
124	1	1						
<b>Kitchen Area:</b>								
		Water Cooler(County has the option to cancel or assume service contract)						
							Coffeemaker Small Refrigerator	
139	1	1			4	3		
140	1	1						
<b>Storage Area:</b>								
	Dolly, Ladder, and small refrigerator						3	
	Built in Storage cubicles							

**EXHIBIT C-Furniture, Fixtures and Equipment, Page 2**

<b>Telephone Extension #</b>	<b>With desk or workstation</b>	<b>With Computer Set-up</b>	<b>Without Computer Set-up</b>	<b>Without Telephone</b>	<b>Chairs</b>	<b>Bookcases &amp; Cabinets</b>	<b>Other Items</b>
141	1	1			5	2	
142	1	1					
143	1	1			4	4	
144				X			
145	1	1					
146	1	1					
147	1	1					
148	1	1			3	1	Couch
<b>Downstairs:</b>							
122	1	1			1	4	
117				X			
(Return for a desk at Northern is stored here.)							
<b>Drug Court Waiting Area:</b>					5		Water Cooler
<b>303 Bradford Street</b>							
<b>Totals</b>	23	23	1	3	43	32	
<b>SSF Facility</b>	6	5	1		11	3	Water Cooler & Microwave
<b>Jail</b>	3	3					
<b>Grand Totals</b>	32	31	2		54	35	

EXHIBIT C- Furniture, Fixtures and Equipment, Page 3

Detailed Schedule of Computer and Related Equipment  
for lease between the County of San Mateo and the  
San Mateo County Bar Association

As of July 1, 2002

ASSET TAG #	DESCRIPTION	SERIAL NUMBER	LOCATION	c o m p t e r	m o n i t e r	p r i n t e r	d o c k i n g	o t h e r	T O T A L
471 X	17" SONY MONITOR	S0181130065	EXT 122, LB		m				
526	Alcohol Sensor		EXT 122, LB					a	
532 X	Compaq Deskpro	6931CKT30868	EXT 122, LB	c					
423 X	SAMSUNG 17GLI MONITO	H2FF801112	EXT 124		m				
545 X	Compaq P3/500 Model 650	6939CKT3K247	ext 124	c					
518 X	Princeton Monitor	THCX5100414	EXT 125		m				
509 X	COMPUTER	S6853CCL6A190	EXT 125	c					
521 X	Compaq 650D computer	6921CKT3A515	EXT 126	c					
426 X	NANAO 17" MONITOR	H7OF800754	EXT 126		m				
557 X	CompaqDeskPro P3	6950DKZ2K475	EXT 128	c					
475 X	CTX 17" MONITOR	AHO52600792	EXT 128		m				
556 X	CompaqDeskPro P3	6950DKZ2K605	EXT 129, SL	c					
434 X	W/17" VIVTRON MONITOR	7071166	EXT 129		m				
588 X	HP DJ 1220 Printer	SG0341317M	EXT 130, AG			p			
433 X	W/17" VIVTRON MONITOR	7071170	EXT 130		m				
533 X	Compaq Deskpro	6931CKT30875	EXT 130, AG	c					
418 X	SAMSUNG 17GLI MONITO	H7OF800813	EXT 131		m				
508 X	COMPUTER	S6853CCL6A000	EXT 131	c					
421 X	SAMSUNG 17GLI MONITO	H2FF801104	EXT 133		m				
528 X	Compaq Deskpro	6928CKT31521	EXT 133	c					
558 X	Replicator(Docking Station)	Y9087311	EXT 134, LT					d	
552 X	Toshiba8000 128MB 14GB	X9139217U	EXT 134, LT						
417 X	NANAO 17" MONITOR	65109085	EXT 134		m				
484 X	HP 5SI PRINTER	USBC003932	OR Court Prep			p			
114 X	SAMSUNG 17GLI MONITO	H7OF800749	EXT 135		m				
534 X	Compaq P350	6933CKT30727	EXT 135	c					
527 X	Compaq Deskpro	6927CKT31813	EXT 136, KC	c					
477 X	SAMSUNG 17" MONITOR	H7DH200532	EXT 136		m				
570 X	CompaqDeskPro P3	S6934CKT30847	EXT 137	c					
559 X	Okipage 24DX Printer	903A0000757	ext 137			p			
118 X	SAMSUNG 17" MONITOR	H7PFB00835	EXT 137		m	-			
544 X	Compaq P3/500 Model 650	6998CKT31605	EXT 139	c					
110 X	SAMSUNG 17" MONITOR	H7PFB00832	EXT 139		m				
119 X	SAMSUNG 17" MONITOR	HJG604273	EXT 140		m				
512 X	Deskpro EP 6/450	6911CCL6E676	EXT 140	c					
535 X	Compaq P350	6933CKT30720	EXT 141, LW	c					
412 X	SAMSUNG 17" MONITOR	H2GF500151	EXT 141		m				
413 X	NANAO 17" MONITOR	64932085	EXT 142		m				
520 X	Compaq 650D computer	6921CD64C003	EXT 142, DB	c					
427 X	SAMSUNG 17GLI MONITO	H7OF800753	EXT 143		m				
103 X	Toshiba8000 128MB 14GB	X9149900U	EXT 143,FR						
109 X	HP Inkjet 990C	MY08U1BD5J	EXT 143,FR			p			
554 X	Replicator(Docking Station)		Ext 143, FR					d	
472/09 X	SENSOR	N/A	EXT 143,FR						s
473 X	PRINTER FOR SENSOR	N/A	EXT 143,FR						p
428 X	SAMSUNG 17" MONITOR	HJG604272	EXT 145		m				
537 X	Compaq PIII 500	6933CKT30571	EXT 145	c					
411 X	SAMSUNG 17GLI MONITO	H7OF800747	EXT 146,PT		m				
576 X	Port Replicator	48097112	Ext146,PT					d	
514 X	Toshiba 4060 Laptop	39577466A1	EXT 146, PT						
309 X	SAMSUNG 17" MONITOR	H2BFB00805	EXT 147		m				
550 X	Toshiba8000 128MB 14GB	X9138429U	EXT 147, DK						
551 X	Replicator(Docking Station)	59065399	EXT 147, DK					d	
522 X	HP2000C	SG86H190CF	Ext 147, DK			p			
571 X	Magicolor 2 Desklaser	Q0182042	EXT 148			p			
465 X	SAMSUNG 17" MONITOR	HJG604275	EXT 148		m				
560 X	Toshiba Tecra 8100 Laptop	S10363187U	EXT 148						
no tag X	Port Replicator		EXT 148					d	

Detailed Schedule of Computer and Related Equipment  
for lease between the County of San Mateo and the  
San Mateo County Bar Association

As of July 1, 2002

ASSET TAG #	DESCRIPTION	SERIAL NUMBER	LOCATION	c o m p t e r	m o n i t o r	p r i n t e r	d o c u m e n t s	o t h e r	T O T A L
498 X	DESTINATION D5-200	7249409	LUNCH ROOM	c					
499 X	DESTINATION 31" MONITOR		LUNCH ROOM		m				
500 X	DESTINATION HIFI SOUND		LUNCH ROOM					h	
513 X	shreader		JAIL					s	
540 X	Compaq P3/500 Model 65016938CKT31584		JAIL	c					
541 X	Compaq P3/500 Model 65016940CKT3Q706		JAIL	c					
542 X	Compaq P3/500 Model 65016939CKT3K160		JAIL	c					
117 X	SAMSUNG 17" MONITOR	H70F900686	JAIL		m				
410 X	SAMSUNG 17" MONITOR	HJG604274	JAIL		m				
439 X	SAMSUNG 17GLI MONITO	H70F800811	JAIL		m				
486 X	HP5si LJET PRINTER	USBH111630	JAIL			p			
469 X	COMPAQ DESKPRO P2	6839CCL6J682	SSF Facility	c					
506 X	COMPAQ DESKPRO	6844CCL6A950	SSF Facility	c					
476 X	SAMSUNG 17" MONITOR	7NG901055	SSF Facility		m				
420 X	SAMSUNG 17GLI MONITO	H2FF801108	SSF Facility		m				
422 X	SAMSUNG 17GLI MONITO	H2FF801111	SSF Facility		m				
425 X	NANAO 17" MONITOR	H70F800815	SSF Facility		m				
429 X	SAMSUNG 17" MONITOR	H7K6700248	SSF Facility		m				
574 X	Breathalizer	#036077	SSF Facility					b	
517 X	Compaq Deskpro P3-500	6917CKT3A262	SSF Facility	c					
414 X	SAMSUNG 17GLI MONITO	H2FF801105	SSF Facility		m				
580 X	Compaq Deskpro EN P3-65	S6021DKZ2A097	SSF Facility	c					
561 X	Toshiba Tecra 8100 Laptop	S10363047U	SSF Facility	l					
600 X	Xerox Phaser 1235DT	011A0002994	SSF Facility			p			
601 X	Toshiba Docking Station	38090953	SSF Facility				d		
602 X	Toshiba Docking Station	40015492	SSF Facility				d		
603 X	HP Deskjet 970CSE	5678H1W0KC	SSF Facility			p			
Grand Totals				31	32	9	7	6	85
Computers				25					
Lap-tops				6					
Monitors					32				
Printers						9			
Docking Stations							7		
Miscellaneous								6	