

FIRST AMENDMENT TO RESIDENTIAL RENTAL AGREEMENT  
SHERIFF'S COMMUTER HOUSE  
LEASE NO. 1252

This First Amendment To Residential Rental Agreement ("Amendment"), dated, for reference purposes only, this \_\_\_\_\_ day of \_\_\_\_\_, 2002, between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("Tenant"), and JEROME W. AND KAREN MERTENS ("Landlord"), who mutually agree as follows:

WHEREAS, Landlord is the owner of that certain real property identified as San Mateo County Assessor's Parcel 058-184-060, together with the improvements thereon, and commonly known as 731 Valota Road, Redwood City, California; and,

WHEREAS, Landlord entered into a Residential Rental Agreement with Tenant dated for reference as of September 11, 2001 for approximately 2,400 rentable square feet of building area (the "Lease"); and,

WHEREAS, Landlord and Tenant desire to amend the Residential Rental Agreement;

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, LANDLORD AND TENANT HEREBY AGREE TO AMEND THE RESIDENTIAL RENTAL AGREEMENT AS FOLLOWS:

1. Section 3 [TERM] is hereby amended to extend the term for one (1) additional year expiring on August 31, 2003.
2. Section 22 shall be incorporated into the Lease as follows:

**22. Extension Options**

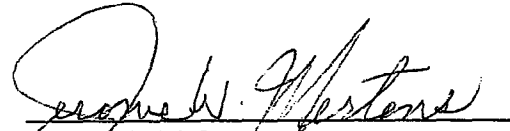
*County shall have the right to extend the Term of this Lease (the "Extension Options") for three separate additional terms of one year each (the "Extended Terms") from the expiration of the initial term as amended by the First Amendment, which expiration is August 31, 2003. Such Extension Options shall be on all of the terms and conditions contained in this Lease. County, at its sole discretion, may exercise the Extension Options, if at all, by giving written notice to Landlord no later than One Hundred Twenty (120) days prior to expiration of the term to be extended; provided, however, if County is in material default under this Lease on the date of giving such notice and fails to cure such default within a reasonable amount of time, Landlord may reject such exercise by delivering written notice thereof to County promptly after such failure to cure.*


3. This amendment shall be effective on delivery of a fully executed copy hereof to the parties.

Except as set forth in this First Amendment To Residential Rental Agreement, all other provisions of the Lease shall remain unchanged and in full force and effect.

This First Amendment shall not be valid unless executed by the President of the Board of Supervisors of the County of San Mateo pursuant to a resolution adopted in accordance with the California Government Code.

LANDLORD

  
\_\_\_\_\_  
Jerome W. Mertens

  
\_\_\_\_\_  
Karen Mertens

TENANT  
COUNTY OF SAN MATEO

\_\_\_\_\_  
PRESIDENT,  
BOARD OF SUPERVISORS

ATTEST: \_\_\_\_\_  
CLERK OF SAID BOARD

RESOLUTION NO.: \_\_\_\_\_