

**FIRST AMENDMENT TO LEASE CONCESSION AGREEMENT
WUNDERLICH PARK STABLE**

Lease Concession Agreement No. 5011

This First Amendment To Lease Concession Agreement ("First Amendment"), dated for reference purposes only this ____ day of _____, 2003, is by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("Landlord"), and PATRICIA HOLMES, dba Heather Hill Farm ("Tenant"), who mutually agree as follows:

WHEREAS, Landlord and Tenant, as authorized by Resolution No. 56971 of the Board of Supervisors of the County of San Mateo, entered Lease Concession Agreement No. 5011 dated March 16, 1993 for the use of certain real property owned by Landlord in Wunderlich Park in the County of San Mateo, California for the exclusive purpose of operating a commercial horse stable concession (the "Agreement"); and

WHEREAS, it is now the mutual desire of the parties to amend the Agreement,

NOW, THEREFORE IN CONSIDERATION OF THE ONGOING RELATIONSHIP OF THE PARTIES, THE PARTIES AGREE THAT THE AGREEMENT IS HEREBY AMENDED AS FOLLOWS:

1. Section 4 (TERM) is deleted in its entirety, and replaced with the following:
 4. *TERM: Subject to the right to terminate as set forth in Section 5, the term of this Lease shall be for eleven (11) years, commencing on the 1st day of May, 1993, and expiring on the 30th day of April, 2004.*
2. Section 5 (OPTION TO TERMINATE) is deleted in its entirety, and replaced with the following:
 5. *OPTION TO TERMINATE: At any time after December 31, 2003, either party shall have the option to terminate this Lease, at will and without cause, by giving written notice to the other party one hundred and twenty (120) days in advance.*
3. Subsection (iv) (Holding Over) of the GENERAL PROVISIONS is deleted in its entirety, and replaced with the following:
 - (iv) *Holding Over: If neither Landlord nor Tenant has elected to terminate this Agreement as set forth in Section 5, and Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a periodic tenancy, subject to termination on one hundred twenty (120) days written notice as set forth in Section 5. Rental for such Holding Over shall be adjusted as set forth in Section 7. hereof, and the terms and conditions set forth in this Agreement shall otherwise remain in full force and effect.*
4. Section 9 (USE) shall be amended by inserting the following Subsections immediately following Subsection 9.J.
 - K. *Storage on the Premises of any vehicle, including any trailer, shall be limited to no more than two at all times. Except for vehicles owned and operated by Tenant or Tenant's resident caretaker, and used in connection with the operation of the stable, no vehicle shall be allowed to remain on the Premises overnight, and no fee may be charged for vehicle parking or storage. Tenant shall pay to Landlord \$50 per month for each horse trailer stored on the premises, which amount shall*

be prorated accordingly.

L. The Premises are for use as a horse stable. Tenant currently has two cats and one goat on the premises, no other animals shall be kept or permitted under the use as setforth herein.

M. Tenant shall use commercially reasonable efforts to comply with the provisions of Subsection 6. Drainage and Subsection 7. Facility Management of Section 7700.4 CRITERIA AND STANDARDS of the County of San Mateo Ordinance Code. Specifically, but without limitation, Tenant agrees to comply with Subsection 7.c. by storing all collected animal wastes in a covered debris box pending removal as needed, and agrees that in no event will stored animal waste be kept on site for more than fourteen (14) days.

5. Section 15 (Maintenance and Repair) shall be amended by inserting the following language to Subsection 15.A "Routine Maintenance by Tenant."

As part of Tenant's routine maintenance obligation, Tenant shall exercise reasonable care to keep all building gutters and downspouts and all surface drainpipe inlets located in, on or about the Premises, free and clear of debris so that the building site drainage system will function properly.

6. Section 22 (Donations Trust Fund) is hereby deleted in its entirety.

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

This First Amendment To Lease Concession Agreement shall be effective only upon delivery of a copy that has been 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.

TENANT

DATE: Dec. 30, 2002

BY: Patricia Holmes
Patricia Holmes
dba Heather Hill Farm

LANDLORD

DATE: _____

BY: _____
President, Board of Supervisors
County of San Mateo

Resolution No. _____

ATTEST:

Clerk of the Board