

SECOND LEASE AMENDMENT

Lease No. 1200

This Second Lease Amendment ("Second Amendment"), dated for reference purposes only as of June 1, 2003, is by and between RICHARD G. STUART ("Landlord"), as Lessor, and the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Tenant"), as Lessee.

Recitals

A. As authorized by San Mateo County Resolution No. 61582, Landlord and Tenant entered into a lease agreement dated December 9, 1997 for the real property identified as Assessor Parcel Number 052-331-010 and commonly known as 680 Warren Street, Redwood City, California (the "Premises") consisting of approximately 2,750 rentable square feet of space.

B. As authorized by San Mateo County Resolution No. 63545, Landlord and Tenant entered into an amendment to the Lease dated April 25, 2000 increasing the rentable square feet occupied to 2,966 and extending the term (the "First Amendment").

C. Said lease as amended by the First Amendment (the "Lease") sets forth the entire agreement between Landlord and Tenant.

D. County currently occupies the Premises under the terms of Section 28 of the Lease (Holding Over).

E. County requires certain improvements to the Premises in order to comply with ADA (Americans with Disabilities Act) requirements.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and County hereby agree to amend the Lease as follows:

Agreement

The Lease is hereby further amended as follows:

1. Section 7 [Monthly Rental] of the original lease and Sections 2d and 2e of the First Amendment are deleted, and the following is inserted as Section 7.

7. **Monthly Rental.** Commencing on the Effective Date of the Second Amendment as hereinafter set forth, the Base Rent for the Premises shall be \$5,190.50 per month, which rent shall be in effect through June 30, 2006. The Monthly Rental will be adjusted on July 1, 2006 and July 1, 2007 by an amount equal to the increase in the Consumer Price Index as follows:

The Consumer Price Index for All Urban Consumers (base years 1982-1984 = 100) for the San Mateo-Oakland-San Jose area, published by the United States

Department of Labor, Bureau of Labor Statistics (the "Index"), which is published most immediately preceding the Adjustment Date (the "Adjustment Index"), shall be compared with the Index published twelve months prior to the Adjustment Date (the "Base Index").

If the Adjustment Index has increased over the Base Index, then the Base Rent payable on and after the Adjustment Date shall be set by multiplying the Base Rent then in effect by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Base Index.

If the Index is discontinued or revised during the Term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

2. **Term of the Second Amendment.** The date on which this Second Amendment shall become effective (the "Effective Date") is that on which (i) County's Board of Supervisors, in their sole and absolute discretion, adopt a resolution approving this Amendment in accordance with all applicable laws and (ii) this Amendment is duly executed by, and delivered to the parties hereto. The date on which this Second Amendment shall terminate is June 30, 2008.

3. **Improvements by Landlord.** Landlord, through its general contractor approved by County ("Contractor"), shall perform the work and make the improvements to the Premises as set forth in the attached **Exhibit 1**, in order to comply with ADA (Americans with Disabilities Act) requirements (the "Improvements"). Said work shall be completed within six months from the Effective Date of this amendment at Landlord's sole cost.

4. **Counterparts.** This Second Lease Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE AMENDMENT, LANDLORD ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF COUNTY HAS AUTHORITY TO COMMIT COUNTY HERETO UNLESS AND UNTIL THE COUNTY'S BOARD OF SUPERVISORS SHALL HAVE DULY ADOPTED A RESOLUTION APPROVING THIS SECOND AMENDMENT AND AUTHORIZING CONSUMMATION OF THE TRANSACTION CONTEMPLATED HEREBY. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF COUNTY HEREUNDER ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS SECOND AMENDMENT SHALL BE NULL AND VOID UNLESS COUNTY'S BOARD OF SUPERVISORS APPROVES THIS SECOND AMENDMENT, IN ITS SOLE AND ABSOLUTE DISCRETION, AND IN ACCORDANCE WITH ALL APPLICABLE LAWS. 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. **No Further Amendments; Conflicts.** All the terms and conditions of the Lease remain in full force and effect except as expressly amended herein. The Lease as amended by this Second Amendment shall, as of the Effective Date hereof,

constitute the entire agreement between Landlord and County, and may not be modified except by an instrument in writing duly executed by the parties hereto.

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

LANDLORD:
RICHARD G. STUART

By: 

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

By: _____
Rose Jacobs Gibson
President, Board of Supervisors

Attest:

Clerk of the Board

Resolution No.: _____

EXHIBIT 1

IMPROVEMENTS BY LANDLORD

IMPROVEMENTS BY LANDLORD

Landlord acknowledges receipt of a copy of the Americans With Disabilities Act Title II Preliminary Program Evaluation Form completed by the San Mateo County Commission on Disabilities on August 7, 2002 (the "ADA Assessment"). Landlord shall, at its sole cost, make the Improvements to correct the following deficiencies identified in the ADA Assessment.

Page	Ref. No.	Description
3	W1	Sidewalk conditions impair wheelchair access.
4	E1	No signs to identify accessible entry
4	E2	No directional signs posted
4	E10	Need to adjust pull weight on rear entry door
4	E11	No 10" kick plate on push side of entry door
4	E12	Need to anchor floor mats at entry
5	INT6	Replace/retrofit door hardware to meet code
6	ST3	Modify stairs to eliminate gap between treads
6	ST5	Provide 2" wide visual contrast strip to meet code
6	ST7 ST9	Install compliant handrail (one side), and extend 12" beyond last tread
6	ST12	Modify guardrails to meet code
7, 8, 9	various	Correct various deficiencies in existing (accessible) women's room, and modify men's room to make it accessible and compliant

Immediately following the Effective Date of this Second Lease Amendment, Landlord shall cause plans, specifications and working drawings for the Improvements to be prepared. Landlord shall submit a copy of such plans, specifications and working drawings to County within sixty (60) days after the Effective Date. Such working drawings and specifications shall be subject to County's approval, which approval shall not be unreasonably withheld or delayed. If County disapproves such working drawings and specifications, or any portion thereof, then County shall promptly notify Landlord thereof and of the revisions that County reasonably requires in order to obtain County's approval. As soon as reasonably possible thereafter, but in no event later than ten (10) days after County's notice, Landlord shall submit to County revised plans, specifications and working drawings incorporating the revisions required by County. Such revisions shall be subject to County's approval, which shall not be unreasonably withheld or delayed. The plans, specifications and working drawings for the Improvements approved by County shall be referred to as the "Construction Documents."

Landlord shall secure and pay for any building and other applicable and necessary permits and approvals, government fees, licenses and inspections necessary for the proper performance and completion of the Improvements shown on

the approved Construction Documents. Promptly following County's approval of the Construction Documents, Landlord shall apply for any permits, approvals or licenses necessary to complete such construction and shall provide copies to County promptly following receipt thereof. Landlord shall be responsible for arranging for all inspections required by the applicable local building inspection division.

Immediately upon approval of the Construction Documents and Landlord's procurement of all necessary permits and approvals, Landlord shall commence construction and shall cause the Improvements to be completed in a good and professional manner in accordance with sound building practice. Landlord shall comply with and give notices required by all laws, rules, regulations, ordinances, building restrictions and lawful orders of public authorities bearing on construction of the Improvements. Without limiting the foregoing, construction of the Improvements shall comply with all applicable disabled access laws, including, without limitation, the requirements of the Americans With Disabilities Act of 1990, Title 24 of the California Code of Regulations (or its successor) and County's requirements for program accessibility.

Landlord shall keep County apprised on a regular basis of the status of plan preparation, permit issuance and the progress of construction. Upon receipt of notice from Landlord that the Improvements are substantially complete, County shall have the right to present to Landlord within ten (10) days of receipt of such notice, a written punchlist consisting of any items that have not been finished in accordance with the Construction Documents. Landlord shall promptly complete all defective or incomplete items identified in such punchlist, and shall in any event complete all items within thirty (30) days after the delivery of such list. County's failure to include any item on such list shall not alter the Landlord's responsibility hereunder to complete all Improvement Work in accordance with the approved Construction Documents, nor constitute any waiver of any latent defects.

No approval by County or any of its Agents of the Construction Documents or completion of the Improvements for purposes of this Lease shall be deemed to constitute approval of any governmental or regulatory authority with jurisdiction over the Premises, and nothing herein shall limit Landlord's obligations to obtain all such approvals.