

SECOND AMENDMENT TO LEASE

This SECOND AMENDMENT is entered into effective as of October 31, 2002 by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California (the "Lessee") and the MIDPENINSULA REGIONAL OPEN SPACE DISTRICT, a special district formed under Article 3 of Division 5 of the California Public Resources Code (the "District").

WHEREAS, District and Lessee are parties to that certain Lease dated October 27, 1992 (the "Lease"), as subsequently amended January 10, 1995 in that certain First Amendment to Lease Agreement (the "First Amendment"); and

WHEREAS, Lessee and District now mutually desire and agree to extend the Term of the Lease subject to the terms and conditions set forth herein.

NOW THEREFORE, District and Lessee agree to amend the Lease as follows:

1. Section Four of the Lease is deleted in its entirety and replaced by the following text:

Term. The term (the "Term") of this Lease shall be for five (5) years, commencing on the 1st day of November, 2002 (the "Commencement Date"), and expiring on the 31st day of October, 2007, unless terminated by Landlord or Tenant as otherwise set forth in the Lease or the First Amendment or extended by Tenant pursuant to Paragraph 2 hereof.

2. Paragraph 2 of the First Amendment is deleted in its entirety and replaced by the following text:

Option to Extend Term. Provided Tenant is not in default and breach of this Lease, Tenant shall have the option to renew this Lease for one (1) additional five (5) year period under the same terms, covenants and conditions (except Rent as specified herein) by giving notice to Landlord at least one hundred twenty (120) days prior to the expiration date of this Lease. The Base Annual Rent for the extended term shall be based upon the then current fair market rental rates for like space and facilities in the County, determined and agreed to by both parties at least ninety (90) days prior to the commencement of the extended term. No further extension of the Term shall be permitted under the Lease.

3. Paragraph 4 of the First Amendment is deleted in its entirety and replaced by the following text:

Base Annual Rent. Lessee agrees to pay District, without deduction, offset, abatement, demand or prior notice, rent annually on or before each anniversary of the Commencement Date. The annual rent for the first year of the Term shall be Twenty-Five-0Thousand and No/100 Dollars (\$25,000.00), receipt of which for the initial year of the term is hereby acknowledged.

4. Paragraph 5 of the First Amendment is deleted in its entirety and replaced by the following text:

Annual Rental Increase. The rent for the second year of the Term, and for each subsequent year thereof, shall be increased as set forth herein. The base for computing the adjustment is the Consumer Price Index (All Urban Consumers; 1982-84=100) for the San Francisco-Oakland-San Jose Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics (the "Index"), published for October, 2002 (the "Beginning Index"). If the Index published for the month of October prior to each adjustment date (the "Extension Index") has increased over the Beginning Index, the rental for the following year (until the next adjustment) shall be set by multiplying the annual rent for the immediately preceding year by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index, except that in no event shall any annual adjustment hereunder be greater than five percent (5%) or less than three percent (3%) of the rental in effect immediately prior to such adjustment. If the Index is changed so that the base period is no longer 1982-84, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term, such other government index 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.

5. Pursuant to the GENERAL PROVISIONS, Paragraph (i) Notices, of the Lease, District designates the following address for all purposes of written notice and rental payments:

Midpeninsula Regional Open Space District
Attn: General Manager
330 Distel Circle
Los Altos, CA 94022-1404

6. For all purposes of the Lease, "District" and "Landlord" are interchangeable references and "Lessee" and "Tenant" are interchangeable references.
7. All other terms, conditions and covenants of the Lease and the First Amendment remain unchanged and in full force and effect.

IN WITNESS WHEREOF, District and Lessee have executed this Amendment as of the day and year first written above.

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DISTRICT:
Midpeninsula Regional
Open Space District

LESSEE:
County of San Mateo

RECOMMENDED FOR APPROVAL:

President, Board of Supervisors

L. Craig Britton, General Manager

ATTEST:

APPROVED AS TO FORM:

Susan M. Schectman, General Counsel

Resolution No.

APPROVED AND ACCEPTED:

President, Board Of Directors

Date: _____

ATTEST:

Sally Thieftoldt, District Clerk