

SECOND LEASE AMENDMENT
Lease No. 1219

This Second Lease Amendment ("Amendment"), dated for reference purposes only as of May 1, 2004 is by and between DAN AND LINDA BORTOLOTTI, ("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. 62029, Landlord and Tenant entered into a lease agreement dated for reference purposes as of June 23, 1998 (the "Lease") for approximately 2,950 rentable square feet of building area at 500 California Street, Moss Beach, California.

B. As authorized by San Mateo County Resolution No. 64847, Landlord and Tenant entered into the First Amendment To Lease dated October 23, 2001. The First Amendment increased the area of the premises to 3,800 square feet and modified the base rent.

C. County and Landlord desire to further amend the Lease to extend the term of the agreement.

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

Agreement

1. **TERM**. Section 5 of the Lease as amended by the First Amendment is deleted in its entirety and replaced with the following:
 5. **TERM**. The term of the Lease shall commence on July 1, 1998 and expire on June 30, 2009.
2. **OPTION TO EXTEND TERM**. Section 6 shall be deleted in its entirety and replaced with the following:
 6. **OPTION TO EXTEND TERM**. Tenant shall have the right to renew the Lease for one (1) additional one (1) year term under the same terms and conditions by giving notice to Landlord at least (90) ninety days prior to the expiration of the Lease.
3. **UTILITIES**. Section 10 of the Lease as amended by the First Amendment is deleted in its entirety and replaced with the following:

10. **UTILITIES.** Tenant shall pay for all utilities furnished to or used at the Premises, including, without limitation, gas, electricity, water, sewer, telephone service and trash collection, and all connection charges. Landlord will pay the monthly charges for such services, and will invoice Tenant on a quarterly basis for the actual usage of utilities. Tenant shall reimburse Landlord for such costs within fifteen days of receipt of the invoice.

4. The following Section 38 is hereby incorporated in the lease:

38. **ALARM SYSTEM.** Tenant shall install, and maintain throughout the term of this Agreement, a fire alarm system in the premises that provides a level of protection acceptable to Landlord's fire insurance underwriters.

5. **Effective Date; Approval.** This Second Amendment shall become effective (the "Effective Date") when the County Board of Supervisors, adopts a resolution authorizing the execution of this Second Amendment, and the Second Amendment is duly executed by the County and delivered to Landlord.

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 BOARD OF SUPERVISORS HAS ADOPTED A RESOLUTION AUTHORIZING THE EXECUTION OF THIS SECOND AMENDMENT TO THE AGREEMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF COUNTY HEREUNDER ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS AMENDMENT SHALL BE NULL AND VOID UNLESS THE BOARD OF SUPERVISORS ADOPTS A RESOLUTION AUTHORIZING THE EXECUTION OF THIS SECOND AMENDMENT. APPROVAL OF THIS 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.

6. **Counterparts.** This 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.

7. **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 Amendment constitutes the entire agreement between Landlord and County and may not be modified except by an instrument in writing duly executed by the parties hereto. In the event of any conflict between the terms of the Lease and the terms of this Second Amendment, the terms of this Second Amendment shall control.

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

LANDLORD:

By: Linda Bortolotti
Linda Bortolotti

By: Dan Bortolotti
Dan Bortolotti

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

By: _____
Mark Church
President, Board of Supervisors

Resolution No.: _____

Attest:

Clerk of the Board