

**FIRST AMENDMENT TO LEASE
County Lease No. 5014**

This First Amendment to Lease ("Amendment"), dated for reference purposes only as of July 1, 2006 is by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Landlord"), as Lessor, and SIERRA CLUB ("Tenant"), as Lessee.

Recitals

1. As authorized by San Mateo County Resolution No. 36354, Landlord and Tenant entered into a Lease Agreement dated for reference purposes as of August 17, 1976 (the "Lease") to establish a trail hut in conjunction with the County's trail system for the overnight use of hiker's in Sam McDonald County Park, in unincorporated San Mateo County, California.

2. Landlord and Tenant wish to amend the Lease to modify the terms and to grant Tenant the option to further extend the lease for additional terms as herein set forth.

First Amendment to Lease

For good and valuable consideration as hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term.** Section 1 of the Lease is deleted in its entirety and replaced with the following:
 1. County leases unto Lessee the real property shown in Exhibit "A", for a period of ten years commencing on the August 15, 1976, and continuing through August 14, 1986, for an annual rental of the sum of \$1.00. It is distinctly understood and agreed that Lessee shall have the option to renew this lease for five (5) successive periods of ten years each at the same annual rental rate. Such Extension Options shall be on all of the terms and conditions contained in this Lease as Amended. Tenant may exercise the Extension Options, if at all, by giving written notice to Landlord no earlier than three hundred sixty five (365) and no later than one hundred eighty (180) days prior to expiration of the term to be extended.

2. **Use.** Section 2 of the Lease is hereby modified to add the following:
 - a. Tenant shall grant County the exclusive use of the hut for one day each year during the term of the lease. Such use shall be at no cost to County, and shall be coordinated with Sierra Club upon reasonable notice from County.

3. **Title to Improvements.** Section 14 of the Lease is deleted in its entirety and replaced with the following:

14. Upon termination of this Lease, Landlord shall have the right, but not the obligation, at its sole discretion and without further compensation, to take title to all buildings, building systems, fixtures and improvements constructed in, on or about the Premises by Tenant (collectively, the "Improvements"). If County elects to take title to the Improvements at the end of the Term, Landlord shall so notify Tenant in writing not less than sixty (60) days prior to the Expiration Date, and Tenant shall surrender the Improvements in good working order and condition, reasonable use and wear excepted. Tenant's obligations under this section shall survive the expiration or earlier termination of this Lease. County shall also have the right, but not the obligation to require Tenant to remove any or all of the Improvements at the end of the term of the Lease as extended by this amendment.

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

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS 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 FIRST 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 FIRST 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.

5. **Counterparts.** This 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.
6. **No Further Amendments; Conflicts.** All the terms and conditions of the Agreement remain in full force and effect except as expressly amended herein. The agreement 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 Agreement and the terms of this First Amendment, the terms of this First Amendment shall control.

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

TENANT:
SIERRA CLUB

By: _____

Its: _____

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

Attest:

By: _____

Jerry Hill
President, Board of Supervisors

Resolution No.: _____

Clerk of the Board