

FOURTH AMENDMENT TO LEASE AGREEMENT
Lease No. 1147

This Fourth Amendment to Lease Agreement ("Amendment"), dated for reference purposes only as of July 1, 2009 is by and between CAROLYN S. BERNARDI AND ALLAN J. BERNARDI, as successors in interest to Mary E. Leeman, ("Landlord"), and the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Tenant").

Recitals

A. As authorized by San Mateo County Resolution No. 48831 adopted January 20, 1987, Landlord and County entered into a lease agreement (the "Lease") for the installation and maintenance of a communication facility at 440 Pigeon Point Road, Pescadero, California.

B. As authorized by San Mateo County Resolution No. 60204 adopted May 21, 1996 (the "First Amendment"), Resolution No. 64380 adopted April 24, 2001 (the "Second Amendment") and Resolution No. 67025 adopted November 9, 2004 (the "Third Amendment"), the Lease has been previously amended to extend the term and modify the rent.

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

Agreement

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

1. **Term.** Any references to the Term or Termination Date in the Lease as Amended notwithstanding, and subject to the County's Option to Extend as set forth below, the expiration date of the Lease As Amended is hereby extended to July 31, 2014.
2. **Option to Extend Term.** Any reference to the Option to Extend the Term of the Lease notwithstanding, at the conclusion of the current term of the Lease as Amended (July 31, 2014), County shall have the right to extend the Term for one additional term of five years (the "Extension Option"). County, at its sole discretion, may exercise the Extension Option, if at all, by giving written notice to Landlord no later than Ninety (90) days prior to the expiration of the Term; provided, however, if County is in material default under the Lease as amended by this Fourth Amendment on the date of giving such notice and fails to cure such default within a reasonable amount of time, Landlord may reject such exercise by delivering written notice thereof to County promptly after such failure to cure.

3. **Monthly Rental.** Commencing on August 1, 2009, the monthly rent ("Base Rent") shall be \$2,400.00, which sum shall be adjusted annually as set forth in Section 7 of the Lease as Amended.
4. **Effective Date; Approval.** This Fourth Amendment shall become effective (the "Effective Date") when the County Board of Supervisors adopts a resolution authorizing the execution of this Fourth Amendment, and the Fourth Amendment is duly executed by the County and the 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 FOURTH 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 FOURTH 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 Fourth 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 Lease remain in full force and effect except as expressly amended herein. The Lease as Amended by this Fourth Amendment constitutes the entire agreement between Landlord and County regarding the leased premises 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 Fourth Amendment, the terms of this Fourth Amendment shall control.

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

LANDLORD:

By: _____
Carolyn S. Bernardi

By: _____
Allan J. Bernardi

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

By: _____
Mark Church, President
Board of Supervisors

Attest:

Resolution No.: _____

Clerk of the Board