

Resolution 03-11

of the

San Mateo County Harbor District

To Approve a First Amendment to a Memorandum of Understanding Among the City of South San Francisco, the Redevelopment Agency of the City of South San Francisco, and the San Mateo County Harbor District

Whereas, the City of South San Francisco ("City"), the Redevelopment Agency of the City of South San Francisco (Agency), and the San Mateo County Harbor District ("District"), hereinafter collectively referred to as the Parties, executed a Memorandum of Understanding (MOU) effective as of May 27, 2009 as an expression of preliminary points of agreement amongst the Parties regarding said Marina Property redevelopment, including the continued role, authority, and responsibilities of the District; and

Whereas, the Parties acknowledge and agree that (i) the terms and conditions of said MOU are subject to the approval of, or modification by, the governing bodies of the City, Agency, and District; and whereas the Parties desire to extend said MOU.

Therefore, be it resolved that the Board of Harbor Commissioners hereby approves a First Amendment to said MOU, attached hereto and incorporated by reference herein to extend the MOU until September 30, 2011, and does hereby adopt this Resolution 03-11.

Approved this 2nd day of February, 2011 at the regular meeting of the Board of Harbor Commissioners by a recorded vote as follows:

For: Bernardo, Padreddi, Parravano, Tucker

Against: None


Abstaining: None

Absent: Campbell

Attested


Debbie Nixon
Deputy Secretary

DISTRICT


Pietro Parravano
President



CITY COUNCIL 2011

KEVIN MULLIN, MAYOR
RICHARD A. GARBARINO, VICE MAYOR
MARK ADDIEGO, COUNCILMEMBER
PEDRO GONZALEZ, COUNCILMEMBER
KARYL MATSUMOTO, COUNCILMEMBER

BARRY M. NAGEL, CITY MANAGER

OFFICE OF THE CITY MANAGER

January 12, 2010

Peter Grenell
San Mateo County Harbor District, General Manager
400 Oyster Point Boulevard, Suite 300
South San Francisco, CA 94080

RE: Second Extension of Oyster Point Marina Memorandum of Understanding

Dear Mr. Grenell:

The Memorandum of Understanding (MOU) between the City of South San Francisco ("City"), the Redevelopment Agency of South San Francisco ("Agency"), and the San Mateo County Harbor District ("District"), regarding development of the Oyster Point Business Park and Marina Property, was originally scheduled to expire on November 18, 2010. Pursuant to Section 4 of the MOU, the City, Agency, and District extended the MOU for two thirty-day periods, such that the MOU is now set to expire on Tuesday, January 18, 2011. Our City Attorney has prepared and provided to the District's Counsel, a draft formal amendment to the MOU that will extend the term of the MOU until September 31, 2011.

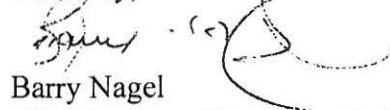
To ensure that the MOU remains in effect while the City's, Agency's, and District's respective Council and Boards consider adoption of the formal amendment, this letter serves as the Agency's and City's notice and authorization to administratively extend the term of the MOU for **one (1) consecutive thirty (30) day period**, to commence immediately upon expiration of the MOU as currently set forth in that document and previously approved extensions. All other terms, conditions, and provisions of the MOU shall remain in full force and effect. During the additional thirty-day extension, the City, Agency, and District, will consider the more formal extension of the MOU.

If you consent to this thirty-day extension, please countersign where indicated on the following page, to authorize the thirty-day extension on behalf of the San Mateo County Harbor District in your capacity as its Executive Director. Please return the original to my attention and we will provide you with a fully executed copy.

To: Peter Grenell
Subject: Second Extension of Oyster Point Marina Memorandum of Understanding
Date: January 12, 2010

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Sincerely,



Barry Nagel
City Manager, City of South San Francisco
Executive Director, Redevelopment Agency of the South San Francisco

The undersigned, in their discretion and on behalf of the agencies indicated, authorize one thirty-day extension to the MOU between the City of South San Francisco, the Redevelopment Agency of South San Francisco, and the San Mateo County Harbor District, regarding development of the Oyster Point Business Park and Marina Property, as described in the foregoing:

Barry Nagel
City Manager, on behalf of the
City of South San Francisco

Executive Director, on behalf of the
Redevelopment Agency of South San
Francisco

Peter Grenell
General Manager, on behalf of the San
Mateo County Harbor District

1573689.1

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
(Harbor District — Oyster Point Marina)**

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING (this “**First Amendment**”), dated and made effective as of _____, 20__ (the “**Effective Date**”) is entered into by and among the City of South San Francisco, a California municipal corporation (“**City**”), South San Francisco Redevelopment Agency, a public body, corporate and politic (“**Agency**”) and the San Mateo County Harbor District, a political subdivision of the State of California (“**District**”). City, Agency, and District are hereinafter collectively referred to as the “**Parties.**”

RECITALS

A. The Parties previously entered a Memorandum of Understanding (“**MOU**”), effective as of May 27, 2009, setting forth preliminary points of agreement among the Parties regarding the potential conveyance of lease interests and portions of the area commonly known as the Oyster Point Marina (“**Marina Property**”), for the potential development an office/research and development life sciences campus, commercial development (including retail, restaurants, and hotel uses), and substantial public amenities located on the Oyster Point Business Park (“**Business Park**”) and the Marina Property (“**Project**”).

B. The MOU provided in Section 4 that its effective term (“**Term**”) would commence on the specified Effective Date of May 27, 2009, and would terminate five hundred forty (540) days thereafter, unless extended or earlier terminated as provided in the MOU. The MOU further specified that the Parties may extend the Term for a maximum of three (3) additional thirty (30) calendar day terms.

C. In accordance with the MOU, on December 1, 2010, the District approved a sixty (60) day extension of the MOU. Subsequently, on January 19, 2011 the District approved a thirty (30) day extension of the MOU, which extension was approved by the City and Agency on January 26, 2011, such that the MOU is now set to expire on February 16, 2011.

D. In order to complete environmental review and obtain required governmental approvals and entitlements for the proposed Project, the Parties have determined that it is necessary to extend the Term beyond that set forth in the MOU, including the three additional 30-day extensions specified in the MOU.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in the MOU and hereinafter, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1 MOU in Effect. The Parties acknowledge and agree that the MOU remains in full force and effect.

Section 2 Section 4 Amended. Section 4 of the MOU is hereby amended to read in full as follows:

Section 4 Term. The term of this MOU (the “**Term**”) shall commence on the Effective Date, and shall terminate on September 30, 2011, unless extended or earlier terminated as provided herein. The Term may be extended for up to a maximum of three (3) additional thirty (30) calendar day terms upon the mutual written agreement of District acting through and in the discretion of its General Manager, the Agency acting through and in the discretion of its Executive Director and the City acting through and in the discretion of its City Manager, or may be extended as otherwise mutually agreed upon by the Parties.

Section 3 Other Terms and Conditions to Remain in Effect. All other provisions, terms, and conditions of the MOU not expressly amended by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment effective as of the date first written above.

CITY

**CITY OF SOUTH SAN FRANCISCO,
a municipal corporation**

By: _____

Name: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

AGENCY

**REDEVELOPMENT AGENCY OF THE
CITY OF SOUTH SAN FRANCISCO,
a public body, corporate and politic**

By: _____

Name: _____
Executive Director

ATTEST:

By: _____
Agency Secretary

APPROVED AS TO FORM:

By: _____
Agency General Counsel

DISTRICT

SAN MATEO COUNTY HARBOR
DISTRICT,
a political subdivision of the State of California

By: _____

Name: _____
General Manager

ATTEST:

By: _____
District Secretary

APPROVED AS TO FORM:

By: _____
District Counsel