

**SECOND AMENDMENT TO  
GROUND LEASE  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
OUR CITY FOREST**

This SECOND AMENDMENT TO GROUND LEASE is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by the CITY OF SAN JOSE, a municipal corporation of the State of California (“City”), and OUR CITY FOREST, a California nonprofit corporation (“Lessee”).

**RECITALS**

**WHEREAS**, on December 12, 2018, City and Lessee entered into a ground lease entitled “GROUND LEASE BETWEEN THE CITY OF SAN JOSE AND OUR CITY FOREST” (“Lease”); and

**WHEREAS**, on July 16, 2019, City and Lessee entered into a First Amendment to the Lease to revise Exhibit E entitled “Master Plan for Our City Forest Guadalupe Garden Site” solely to correct a clerical error and to retroactively extend the term; and

**WHEREAS**, on March 26, 2020, City exercised its option to extend the Lease through April 30, 2021; and

**WHEREAS**, City and Lessee desire to amend the amended Lease to (i) retroactively further extend the term of the Lease; (ii) provide City the option to extend the term of the Lease for five (5) additional one-year periods; (iii) revise Exhibit F entitled “Notice of

Exercise of Option to Extend”; and (iv) add miscellaneous provisions and provisions required under state law;

**NOW, THEREFORE**, retroactive to May 1, 2021, the parties agree to further amend the amended Lease as follows:

**SECTION 1.** SECTION 1 “DEFINITIONS,” the following term is amended to read as follows:

**“1.7 Expiration Date**

Expiration Date shall mean April 30, 2022, subject to earlier termination as provided in this Lease.”

**SECTION 2.** SECTION 2 “Term,” subsection 2.2 “Option to Extend” is restated to read as follows:

**“2.2 Option to Extend”**

City, at its sole discretion, may extend the term of this Lease for five (5) additional one-year periods (each, an “Option Period”). All terms and conditions of this Lease shall remain in full force and effect during each Option Period. City shall elect to extend the Lease for an Option Period no less than thirty (30) calendar days prior to the then expiration date of the Lease, in a form substantially similar to **Exhibit F** attached hereto.”

**SECTION 3.** SECTION 20, “Americans with Disabilities Act” is hereby modified to add a new subsection entitled “Disability Access Disclosure,” to read as follows:

**“20.2 Disability Access Disclosure**

Pursuant to California Civil Code Section 1938, City states that, as of the Effective Date of this Second Amendment, the Premises has not undergone inspection by a Certified Access Specialist to determine whether the Premises meet all applicable construction-related accessibility standards under California Civil Code section 55.53. A Certified Access Specialist (CASp) can inspect the Premises and determine whether the Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the City may not prohibit the Lessee from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Lessee if requested by the Lessee. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection. The parties mutually agree that Lessee shall be responsible for the payment of any fees for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

**SECTION 4.** SECTION 34 “Miscellaneous,” subsection 34.19 “Use of Electronic Signatures” is hereby added to read as follows:

**“34.19 Use of Electronic Signatures**

Unless otherwise prohibited by law or City policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a writing as set forth in Evidence Code Section 1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the City.”

**SECTION 5.** EXHIBIT F “Notice of Exercise of Option to Extend Ground Lease” is hereby replaced with REVISED EXHIBIT F attached hereto and incorporated herein.

**SECTION 6.** All of the terms and conditions of the amended Lease not modified by this Second Amendment shall remain in full force and effect.

[remainder of page intentionally left blank]

WITNESS THE EXECUTION HEREOF on the day and year first written above.

“CITY”

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal  
corporation of the State of California

\_\_\_\_\_  
JON CALEGARI  
Deputy City Attorney

\_\_\_\_\_  
TONI TABER, CMC  
City Clerk

Date: \_\_\_\_\_

“Lessee”

Our City Forest,  
a California nonprofit corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CORPORATE SECRETARY CERTIFICATE**

This certificate shall be executed by the secretary or assistant secretary of the corporation.

I, \_\_\_\_\_ certify that I  
Name of Secretary or Assistant Secretary

am the  Secretary or  Assistant Secretary of the corporation named in the

attached agreement; that \_\_\_\_\_  
Name of Person that Signed Agreement

signed the agreement on behalf of the corporation as the \_\_\_\_\_  
Title of Person that Signed the Agreement

of the corporation; and that the agreement was duly signed for and on behalf of

the corporation by authority of its Board of Directors, and is within the scope of its

corporate powers.

\_\_\_\_\_  
Signature of Secretary or Assistant Secretary

\_\_\_\_\_  
Corporate Seal

\_\_\_\_\_  
Date

**REVISED EXHIBIT F**

**NOTICE OF EXERCISE OF OPTION TO EXTEND  
GROUND LEASE AGREEMENT  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
OUR CITY FOREST**

WHEREAS, on \_\_\_\_\_, 20\_\_ the CITY OF SAN JOSE, a California municipal corporation ("City") and OUR CITY FOREST, a California nonprofit corporation ("Lessee") entered into a Ground Lease ("Lease") which contains the option for City to extend the term of the Lease for up to five (5) one-year periods (each, an "Option Period"); and

WHEREAS, City has made the determination to extend the Lease for the [first/second/third/fourth/fifth] Option Period;

NOW THEREFORE,

CITY HEREBY EXERCISES, pursuant to Section 2 of the Lease, Option Period Number \_\_\_\_\_ to extend the term of the Lease for the period of \_\_\_\_\_ through \_\_\_\_\_.

"CITY"

CITY OF SAN JOSE, a municipal corporation of the State of California

APPROVED AS TO FORM:

\_\_\_\_\_  
Name Title

City Attorney's Office

\_\_\_\_\_  
Name  
Director of Aviation  
Date: \_\_\_\_\_

All of the terms and conditions of the Lease shall remain in full force and effect during the Option Period.

DRAFT

Our City Forest  
Second Amendment to Ground Lease  
10636-LE-18-2  
T-35699.003 / 1871159.docx  
Council Agenda: 11-16-2021  
Item No.: 2.7(a)

Rev. Exhibit F

**DRAFT--Contact the Office of the City Clerk at (408)535-1260 or [CityClerk@sanjoseca.gov](mailto:CityClerk@sanjoseca.gov) for final document.**