

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING AMONG
BAYSHORE ELEMENTARY SCHOOL DISTRICT, THE COUNTY OF SAN MATEO,
THE HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO AND
THE CITY OF DALY CITY**

THIS FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING, entered into this 20th day of December, 2016, by and between the Bayshore Elementary School District (the “**District**”), the Housing Authority of the County of San Mateo (the “**Housing Authority**”), the County of San Mateo (the “**County**”), and the City of Daly City (the “**City**”) (collectively, the “**Parties**”);

WHEREAS, the Parties entered into an memorandum of understanding effective March 31, 2016 (the “**MOU**”) for the purpose of setting forth the respective responsibilities of each Party related to the construction of eighteen (18) additional affordable housing units as part of the planned redevelopment of the Midway Village apartment complex in Daly City, California; and

WHEREAS, close of escrow on the sale of the “**Robertson Property**”, as defined in Recital A of the MOU, occurred on or about December 16, 2016; and

WHEREAS, the Parties now wish to amend the MOU to extend the timeline following the close of escrow on the Robertson Property within which the District must convey fee title of the “**Midway Property**”, as defined in Recital F of the MOU, to the Housing Authority; and

WHEREAS, the extended timeline would provide the Housing Authority sufficient time, in light of the holidays, to review the condition of title to the Midway Property and for the District to then convey fee title of the Midway Property to the Housing Authority.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto as follows:

1. **Section 1.2 – Conveyance of Title of Midway Property** is amended to read as follows:

The District will convey fee title to the Midway Property to the Housing Authority by January 13, 2017.

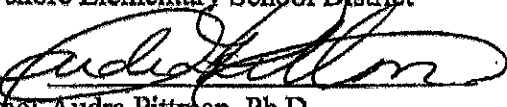
2. All other terms and conditions of the MOU between the Parties shall remain in full force and effect.
3. This amendment constitutes the entire understanding of the Parties hereto with respect to matters herein and correctly states the rights, duties, and obligations of each Party as of this document’s date. Any understandings, promises, negotiations, or representations between the Parties not expressly stated in this document are not binding. All subsequent modifications of this amendment or the MOU shall not be effective unless set forth in writing and executed by the Parties.

AMENDMENT TO MEMORANDUM OF UNDERSTANDING
SIGNATURE PAGE

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

DISTRICT

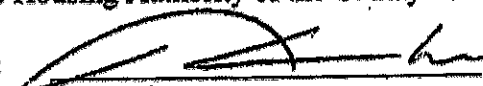
Bayshore Elementary School District

By: 
Name: Audra Pittman, Ph.D.
Title: Superintendent

Date: 12/20/16

HOUSING AUTHORITY

The Housing Authority of the County of San Mateo

By: 
Name: Ken Cole
Title: Director

Date: 12-20-2016

COUNTY

The County of San Mateo

By: _____
Name: John L. Maltbie
Title: County Manager/Clerk of the Board

Date: _____

CITY

The City of Daly City

By: _____
Name: Patricia E. Martel
Title: City Manager

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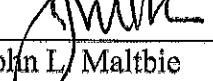
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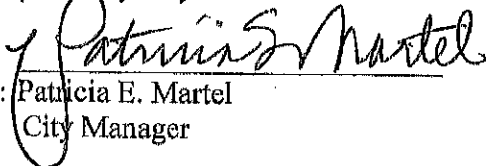
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