



AGENDA REPORT

Meeting Date: November 13, 2007
Item Number: F-17
To: Honorable Mayor & City Council
From: November 13, 2007
Subject: MEMORANDUM OF LEASE AND AMENDMENT OF LEASE
WITH LOS ANGELES SMSA LIMITED PARTNERSHIP DBA
VERIZON WIRELESS
Attachments: 1. Memorandum of Lease and Amendment of Lease

RECOMMENDATION

Staff recommends approval of the Memorandum of Lease and Amendment of Lease to the City of Beverly Hills Lease-Civic Center Police Facility, Agreement No. 63-91, dated July 2, 1991 between the City of Beverly Hills and Los Angeles SMSA Limited Partnership, a California limited partnership, d/b/a Verizon Wireless, by AirTouch Cellular, its general partner.

INTRODUCTION

A Memorandum of Lease and Amendment of Lease with Verizon Wireless has been prepared for City Council approval. The amendment approves the installation of a generator and increases the leased Premises included in Section 2 of the Lease (the "Existing Premises") to add an eight (8) foot three (3) inch by five (5) foot three (3) inch parcel of additional ground space ("the Additional Space").

DISCUSSION

Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless currently leases approximately 400 square feet of floor area on Level "B" of the Police Facility building located at 464 N. Redford Drive. This amendment adds the Additional Space for the installation of a generator, together with a two foot (2') wide non-exclusive utility easement for the installation of conduit to connect the Existing Premises with the Additional Space (the "Connection Space"). The Tenant at its sole cost and expense shall also plant landscaping around the Additional Space as approved by the City.

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The generator will provided emergency backup power for the existing cell site equipment should the main power supply be interrupted.

FISCAL IMPACT

Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless currently leases approximately 400 square feet of floor area on Level "B" of the Police Facility building located at 464 N. Redford Drive. This amendment adds the Additional Space for the installation of a generator, together with a two foot (2') wide non-exclusive utility easement for the installation of conduit to connect the Existing Premises with the Additional Space (the "Connection Space"). The Tenant at its sole cost and expense shall also plant landscaping around the Additional Space as approved by the City.



Scott G. Miller, Director of
Administrative Services, CFO

Approved By

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

City of Beverly Hills
455 North Rexford Drive
Beverly Hills, California 90210
Attn: City Clerk

[Space Above For Recorder's Use Only]

The undersigned Lessor declares that this Amendment to Lease is exempt from Recording Fees pursuant to California Government Code Section 27383 and is exempt from documentary transfer taxes pursuant to California Revenue and Taxation Code Section 11922.

MEMORANDUM OF LEASE AND AMENDMENT OF LEASE

THIS MEMORANDUM OF LEASE AND AMENDMENT OF LEASE (this "**Amendment**") is dated as of _____, 2007, and is entered into by and between the CITY OF BEVERLY HILLS, a municipal corporation ("**Lessor**"), and LOS ANGELES SMSA LIMITED PARTNERSHIP, a California limited partnership, d/b/a Verizon Wireless, by AirTouch Cellular, its general partner ("**Lessee**").

RECITALS

A. Lessor and Lessee executed that certain City of Beverly Hills Lease-Civic Center Police Facility 464 North Rexford Drive dated July 2, 1991 (the "**Lease**"). Capitalized terms used herein but not defined shall have the meanings set forth in the Lease.

B. The Lease affects a portion (the "**Premises**") of the building located at 464 North Rexford Drive, Beverly Hills, California.

C. Lessor and Lessee now desire to (i) increase the size of the Premises in order for Lessee to install, among other things, a generator; (ii) increase the annual rent due to the installation of a generator; (iii) record this Memorandum of Amendment of Lease and also amend the Lease as more specifically set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Lease. Lessor has leased and demised the Premises to Lessee, and Lessee has leased and accepted the Premises from Lessor, for a term and expiring on July 31, 2011, at the

rental and upon the other terms and conditions set forth in the Lease, as amended by this Amendment.

2. Premises. The description of the Premises included in Section 2 of the Lease (the "Existing Premises") is hereby amended to add an eight (8) foot three (3) inch by five (5) foot three (3) inch parcel of additional ground space (the "Additional Space"), as more particularly depicted in Exhibit "A" attached hereto and made a part hereof, together with a two foot (2') wide non-exclusive utility easement for the installation of conduit to connect the Existing Premises with the Additional Space (the "Connection Space"). The Additional Space and Connection Space shall be referred to collectively hereinafter as the "Additional Premises." Lessee accepts the Additional Premises in their "as is" condition, without representation or warranty, express or implied. Lessee shall also plant landscaping (the "Landscaping") around the Additional Space as more particularly depicted in Exhibit "A" attached hereto. Upon completion of installation of the Landscaping, Lessee shall have no obligation, duty, or responsibility to maintain, remove, replace, trim, water, or perform any other act with regard to the Landscaping. Upon completion of installation by Lessee, the Landscaping shall be owned by Lessor and be considered Lessor's property, with all rights and privileges thereto. Lessor shall maintain and water the Landscaping.

3. Equipment and Landscaping. Lessor acknowledges and agrees that Lessee intends to construct and install certain improvements on the Additional Premises at Lessee's sole cost and expense, which include, but are not limited to, a generator pad, fuel tank, generator connections and a generator (collectively, the "Improvements") and the Landscaping around the Additional Premises. Lessor hereby consents to the construction, installation, operation and maintenance of the Improvements as the same may be modified, added to and/or substituted from time to time during the term of the Lease, as the same may be extended, and the installation of the Landscaping, subject to Lessee obtaining all required governmental permits and approvals, and delivering to Lessor certificates of the insurance required of Lessee under the Lease to cover the Additional Premises and Improvements. All provisions of the Lease regarding improvements made by Lessee shall apply to the Improvements.

4. Governmental Approvals. It is understood and agreed that Lessee's ability to install the Improvements is contingent upon its obtaining after the execution date of this Amendment all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit Lessee to install and operate the Improvements as set forth in this Amendment. In the event that any of such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil borings tests are found to be unsatisfactory so that Lessee in its sole discretion will be unable to install, operate, or maintain the Improvements or the Lessee determines that the Improvements are no longer compatible for its intended use, Lessee shall have the right to remove the Improvements provided Lessee restores the Additional Premises to the condition they were in when delivered to Lessee, and then Lessee may terminate this Amendment; however, the Lease shall remain in full force and effect and Lessee shall not be released from any defaults or liabilities accruing under this Amendment prior to the date of termination. Notice of the Lessee's exercise of its right to terminate shall be given to Lessor in writing by

certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the Lessee. All rentals in connection with the Improvements paid to said termination date shall be retained by the Lessor.

5. Rent Increase. In consideration for the Additional Premises and for Lessor consenting to the construction, installation, operation and maintenance of the Improvements, the rent due under the Lease shall be increased by Two Hundred Fifty and 00/100 Dollars (\$250.00) per month (the "Rent Increase Amount"). Lessee's obligation to pay the Rent Increase Amount to Lessor shall commence upon the earlier of (i) the date that is sixty (60) days after the date of this Amendment; or (ii) the substantial completion of the installation of the Improvements (as determined in good faith by Lessor). Lessor and Lessee agree that they shall acknowledge in writing the commencement date of the Rent Increase Amount. The Rent Increase Amount shall thereafter be subject to further adjustment under Section 4B of the Lease.

6. Continuing Effect. Except as specifically modified hereby, the Lease shall remain unaffected and unchanged. The Lease is hereby ratified and affirmed by Lessor and Lessee and remains in full force and effect as modified hereby.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment as of the date and year first above written.

LESSOR:

CITY OF BEVERLY HILLS,
a municipal corporation

By: _____
Jimmy Delshad, Mayor

ATTEST:

Byron Pope, City Clerk

APPROVED AS TO FORM:



Laurence S. Wiener, City Attorney

APPROVED AS TO CONTENT:

Roderick J. Wood, City Manager

APPROVED AS TO CONTENT:



Scott G. Miller, CFO/Director of
Administrative Services

LESSEE:

LOS ANGELES SMSA LIMITED
PARTNERSHIP,
a California limited partnership,
d/b/a Verizon Wireless

By: AirTouch Cellular,
Its: General Partner

By: 

Name: Keith A. Surratt
Title: West Area Vice President, Network

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On _____, 2007, before me, _____, a Notary Public in and for the State of California, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for the State of California

(SEAL)

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On _____, 2007, before me, _____, a Notary Public in and for the State of California, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for the State of California

(SEAL)

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this 3rd day of October, 2007, before me, the undersigned, a Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared Keith A. Surratt to me known to be an authorized representative of Los Angeles SMSA Limited Partnership, a California limited partnership, dba Verizon Wireless, By AirTouch Cellular, a California corporation, Its General Partner, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Los Angeles SMSA Limited Partnership dba Verizon Wireless, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Kristi L. Lee
Print or Type Name: Kristi L. Lee
Notary Public in and for the State of AZ, residing at
Maricopa County
My appointment expires: 6/14/2010

EXHIBIT "A"

**LOCATION OF ADDITIONAL PREMISES; DESCRIPTION
OF EQUIPMENT AND NEW LANDSCAPING**

(Attached)

REV.	DATE	REVISION DESCRIPTION
1	08-11-07	ZONING SET

stone
Wireless
8941 ATLANTA AVE. 1504
HUNTINGTON BEACH, CA 92646
SITE BUILDER

verizon Wireless
1526 SAND CANYON AVE
BUILDING 17 UNIT 100
IRVINE, CA 92618
PHONE (949) 294-7000
A/E DEVELOPMENT

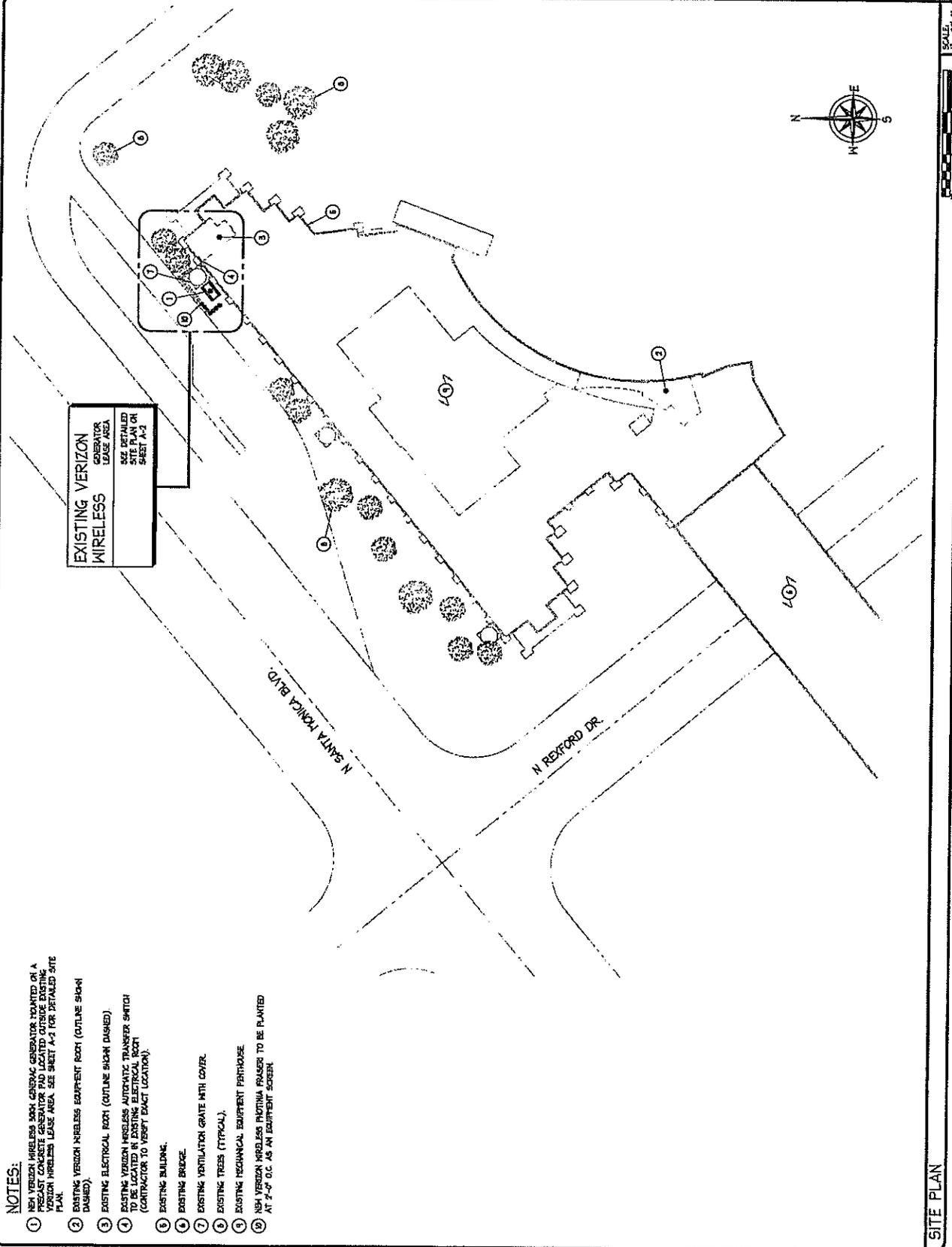
ACD
ARCHITECTS - INC.
2870 ENTERPRISE WAY #400
LAKE FOREST, CA 92650
TEL: 949-716-1100
FAX: 949-251-1155
ENGINEER

BEVERLY HILLS
SITE NAME
SITE INFO

BEVERLY HILLS
SITE ADDRESS
464 N. REXFORD DR.
BEVERLY HILLS, CA 92020

SITE PLAN
DRAWING INFO
DRAWN BY: CJB
DATE: 06-11-07
SHEET NUMBER

2 OF 4 A-1



- NOTES:**
- 1 NEW VERIZON WIRELESS 300W GENERATOR MOUNTED ON A PRECAST CONCRETE GENERATOR PAD LOCATED OUTSIDE EXISTING VERIZON WIRELESS LEASE AREA. SEE SHEET A-2 FOR DETAILED SITE PLAN.
 - 2 EXISTING VERIZON WIRELESS EQUIPMENT ROOM (OUTLINE SHOWN DASHED).
 - 3 EXISTING ELECTRICAL ROOM (OUTLINE SHOWN DASHED).
 - 4 EXISTING VERIZON WIRELESS AUTOMATIC TRANSFER SWITCH TO BE LOCATED IN EXISTING ELECTRICAL ROOM (CONTRACTOR TO VERIFY EXACT LOCATION).
 - 5 EXISTING BUILDING.
 - 6 EXISTING BRIDGE.
 - 7 EXISTING VENTILATION GRATE WITH COVER.
 - 8 EXISTING TREES (TYPICAL).
 - 9 EXISTING MECHANICAL EQUIPMENT PERIMETER.
 - 10 NEW VERIZON WIRELESS PHOTOVA PRISMS TO BE PLANTED AT 7'-0" O.C. AS AN EQUIPMENT SCREEN.

SITE PLAN

SCALE: 1"=25'-0"

REV.	DATE	REVISION DESCRIPTION
1	06-21-07	ZONING SET

wirestone
 CONSULTANT
 8841 ATLANTA AVE. #504
 HUNTINGTON BEACH, CA 92646

verizon wireless
 SITE BUILDER
 8525 SAND CANYON AVE
 BUILDING 07 1000 COR
 IRVINE, CA 92618
 PHONE (949) 296-7000

ACD
 ARCHITECTS - INC.
 2670 ENTERPRISE WAY #400
 LAKE FOREST, CA 92550
 TEL: 949-781-1940
 FAX: 949-271-4168
 ENGINEER

ENGINEER

SITE NAME
BEVERLY HILLS

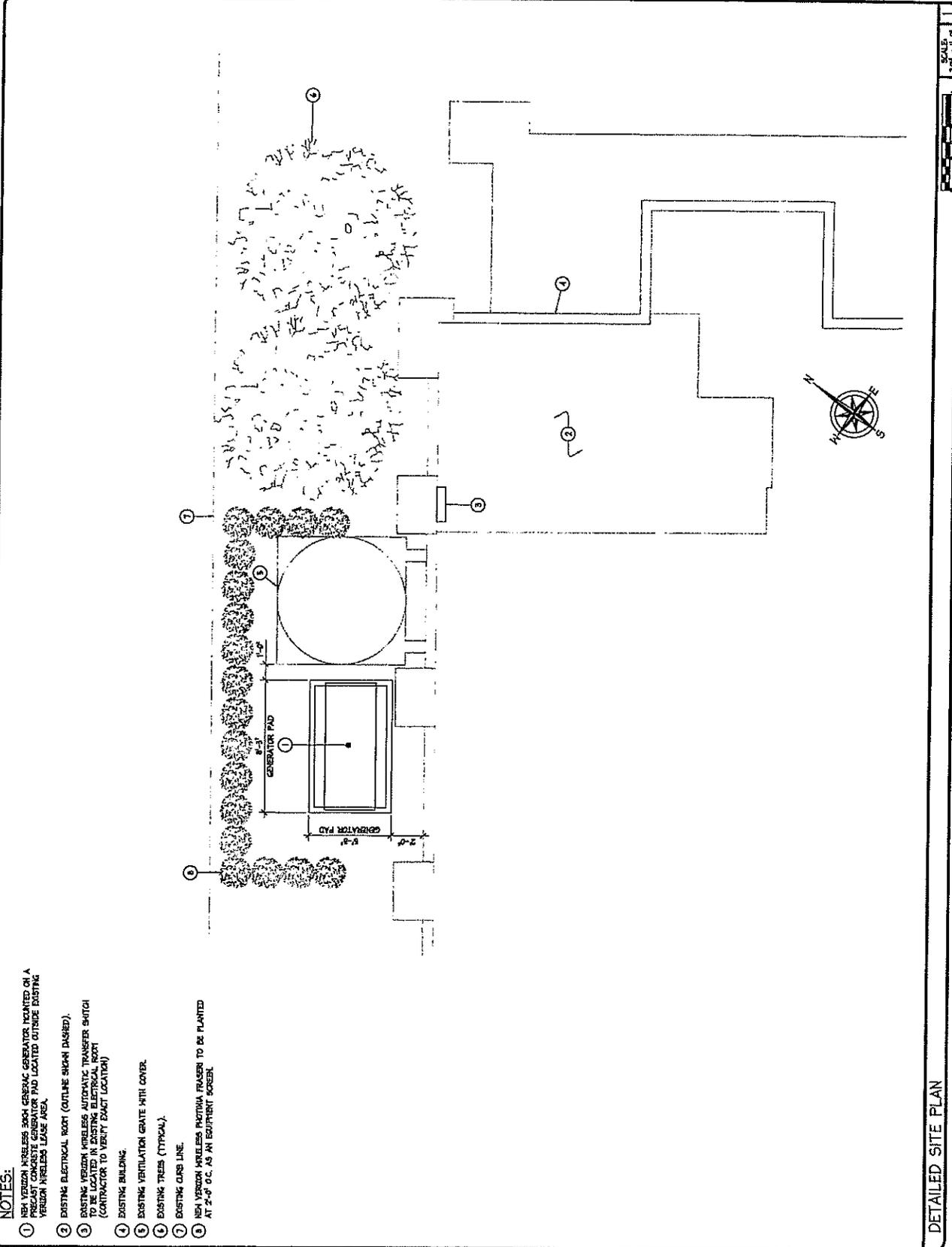
SHEET TITLE
DETAILED SITE PLAN

DATE
 06-11-07

DWG. NAME
 AD

FRAMING INFO
 DATE
 06-11-07

SHEET NUMBER
3 OF 4 A-2



- NOTES:**
- 1 NEW VERIZON WIRELESS SIGNAL GENERATOR MOUNTED ON A VERIZON WIRELESS SIGNAL GENERATOR PAD LOCATED OUTSIDE EXISTING VERIZON WIRELESS LEASE AREA.
 - 2 EXISTING ELECTRICAL ROOT (OUTLINE SHOWN DASHED).
 - 3 EXISTING VERIZON WIRELESS AUTOMATIC TRANSFER SWITCH (CONTRACTOR TO VERIFY EXACT LOCATION)
 - 4 EXISTING BUILDING
 - 5 EXISTING VENTILATION GRATE WITH COVER
 - 6 EXISTING TREES (TYPICAL)
 - 7 EXISTING CURB LINE
 - 8 NEW VERIZON WIRELESS PROTRUDING FRASERS TO BE PLANTED AT 2'-0" O.C. AS AN EQUIPMENT SCREEN.

DETAILED SITE PLAN

REV#	DATE	BY	REVISION DESCRIPTION
1	06-11-07	CLB	ZONING SET

stone wireless
 CONSULTANT
 8541 ATLANTA AVE, 1504
 HURON BEACH, CA 92646
 SITE BUILDER

verizon wireless
 6506 SAND CARTON AVE.
 BUILDING 17, 1st FLOOR
 SAN JOSE, CA 95128
 PHONE (415) 246-7000
 A&E DEVELOPMENT

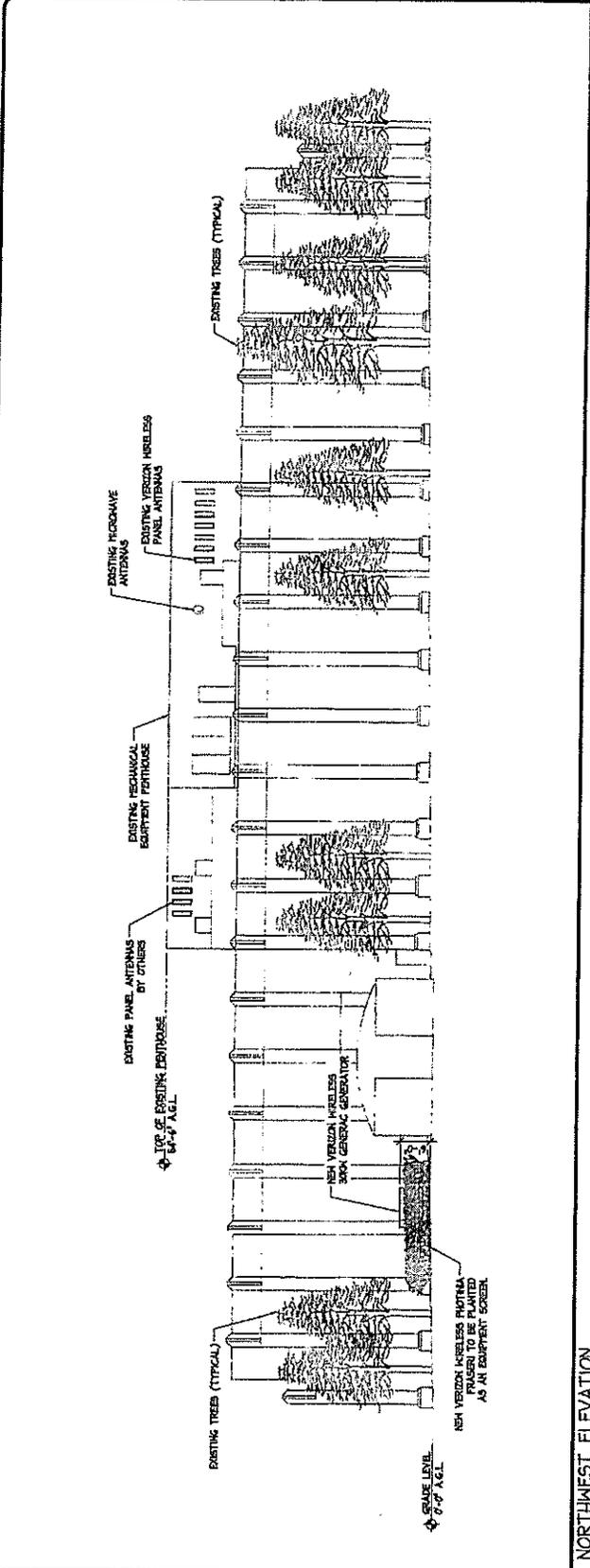
ACD
 ARCHITECTS - INC.
 2870 ENTERPRISE WAY #200
 LAKE FOREST, CA 92630
 TEL: 949-746-9940
 FAX: 949-257-1786
 ENGINEER

ENGINEER

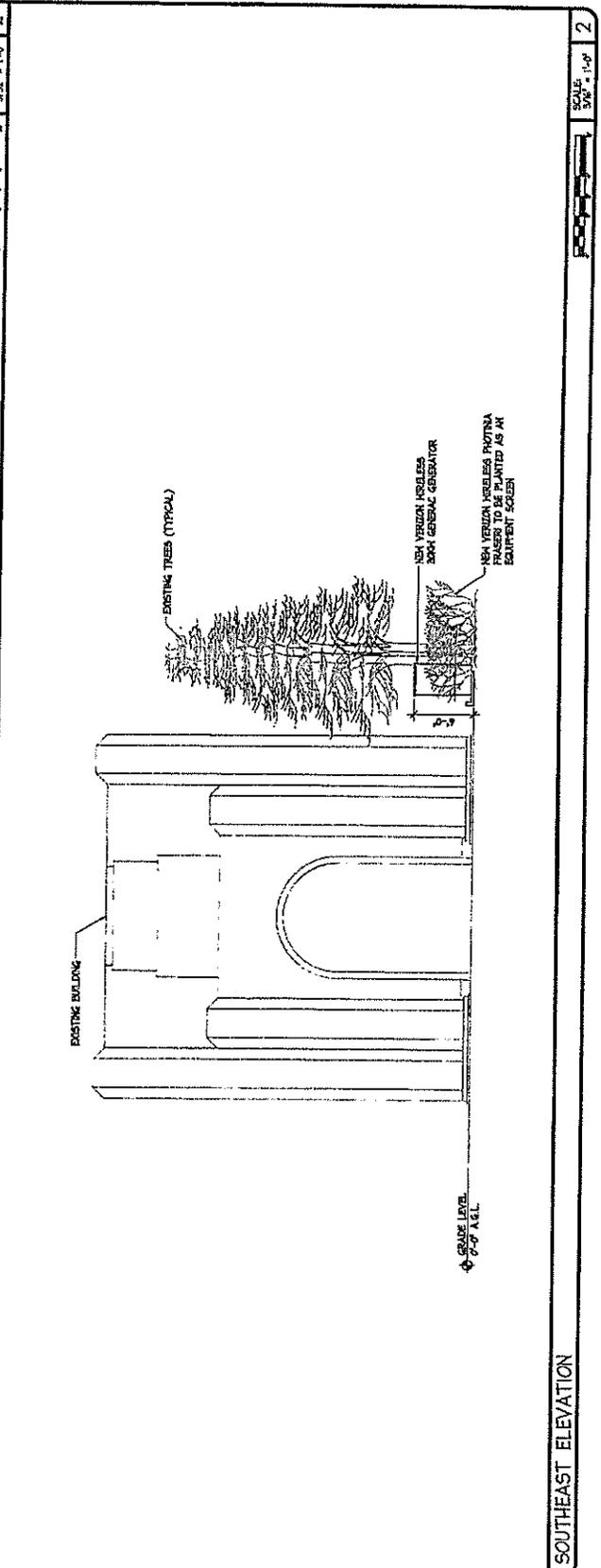
SITE NAME
BEVERLY HILLS
 SITE ADDRESS
 464 N. BEDFORD DR.
 BEVERLY HILLS, CA 90210

SHEET TITLE
ARCHITECTURAL ELEVATIONS
 DRAWING INFO
 DATE: 06-11-07
 DRAWN BY: CLB
 CHECKED BY: A3

SHEET NUMBER
4 OF 4 A-3



NORTHWEST ELEVATION SCALE: 3/8" = 1'-0" 2



SOUTHEAST ELEVATION SCALE: 3/8" = 1'-0" 2