



AGENDA REPORT

Meeting Date: July 8, 2010
Item Number: G-10
To: Honorable Mayor & City Council
From: Brenda A. Lavender, Real Estate & Property Manager
Subject: FIRST AMENDMENT OF LEASE BY AND BETWEEN THE CITY OF BEVERLY HILLS AND JAE IN LEE DBA CALIFORNIA COFFEE SELETTO
Attachments: 1. First Amendment to lease

RECOMMENDATION

It is recommended that the City Council approve the First Amendment of Lease by and between the City of Beverly Hills and Jae In Lee dba California Coffee Seletto. A copy of the lease is on file with the City Clerk. California Coffee Seletto is located at 434 N. Camden Drive.

INTRODUCTION

This amendment to lease reduces the monthly base rent from \$4,610 monthly to \$3,457.50 monthly for 12 months. CA Coffee Seletto's sales continue to be affected by the economy necessitating the tenant's request for a rent reduction.

DISCUSSION

California Coffee Seletto is 1,607 square foot coffee shop serving both breakfast and lunch. City Council agreed to reduce the base rent for one year in response to the current economical environment and the City's committee to sustaining small business.

FISCAL IMPACT

The fiscal impact of this lease is a reduction of revenue in the amount \$13,830 over the 12 months.


Scott G. Miller, Director of
Administrative Services, CFO
Approved By

Attachment 1

First Amendment to Lease

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 First Amendment of 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.

FIRST AMENDMENT OF LEASE

THIS FIRST AMENDMENT OF LEASE (this "**First Amendment**") is dated as of July 8, 2010, and is entered into by and between the CITY OF BEVERLY HILLS, a municipal corporation ("**Lessor**") and JAE IN LEE, an individual (dba "California Coffee Seletto") ("**Lessee**").

RECITALS

- A. Lessor and Lessee entered into that certain "City of Beverly Hills Lease – Camden Drive Parking Structure 434 North Camden Drive" dated as of May 27, 2009 (the "**Lease**"). Capitalized terms used herein but not defined shall have the meanings set forth in the Lease.
- B. A Memorandum of Lease dated May 27, 2009 was recorded on July 7, 2009 as Document No. 20091020116 in the Official Records of Los Angeles County, California.
- C. The Lease affects a portion (the "**Premises**") of the building located at 434 North Camden Drive, Beverly Hills, California, more particularly described in the Lease.
- D. Lessor and Lessee desire to amend the Lease as hereinafter set forth.

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. **Temporary Rent Reduction.** As of June 1, 2010, monthly rent under Section 4 of the Lease shall be reduced to \$3,457.50, and such reduction shall continue until June 1, 2011, at which time the monthly rent shall return to \$4,610.00 (as provided in the Lease) and shall thereafter be adjusted in accordance with the terms of the Lease.

2. 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.

3. Counterparts. This First Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

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

LESSOR:

CITY OF BEVERLY HILLS,
a municipal corporation

By: _____
Jimmy Delshad, Mayor

ATTEST:

APPROVED AS TO FORM:

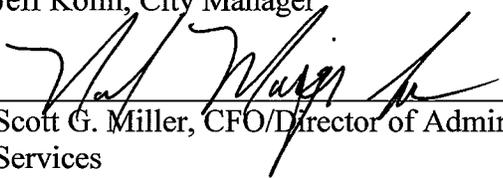
Byron Pope, City Clerk



Laurence S. Wiener, City Attorney

APPROVED AS TO CONTENT:

Jeff Kolin, City Manager



Scott G. Miller, CFO/Director of Administrative Services

LESSEE:



JAE IN LEE,
an individual

ACKNOWLEDGMENT

State of California)
County of Los Angeles)

On June 9, 2010 before me, B. ROUS, Notary Public
(insert name and title of the officer)

personally appeared Jae In Lee

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature B. Rous
Signature of Notary Public

(Seal)



ACKNOWLEDGMENT

State of California)
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

(Seal)