



## AGENDA REPORT

**Meeting Date:** November 16, 2010  
**Item Number:** F-8  
**To:** Honorable Mayor & City Council  
**From:** Brenda A. Lavender, Real Estate & Property Manager  
**Subject:** APPROVAL OF A SECOND AMENDMENT TO LEASE BY AND BETWEEN THE CITY OF BEVERLY HILLS AND LOS ANGELES SMSA LIMITED PARTNERSHIP DBA VERIZON WIRELESS.

**Attachments:**

1. Second Amendment to Lease
2. Memorandum of Second Amendment to Lease

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### **RECOMMENDATION**

It is recommended that the City Council approve the Second Amendment to Lease and the Memorandum of Second Amendment to Lease by and between the City of Beverly Hills and SMSA Limited Partnership DBA Verizon Wireless. Copies of the amendments are on file with the City Clerk. Verizon Wireless is located at 464 N. Rexford Drive – Police Station.

### **INTRODUCTION**

A Second Amendment and Memorandum of Second Amendment to Lease has been prepared for City Council's approval. This agreement extends the term of the lease for five (5) years and grants Verizon four (4) consecutive options to extend the lease term by five (5) years each. Verizon's leased premises includes a 400 SF area on level B of the Police Station for the antenna cabinet; 15 roof mounted antennas, and a generator pad area of approximate 44 square feet on the exterior of the Police Station building on N. Santa Monica Boulevard.

### **DISCUSSION**

The monthly rent is \$3,637.41 which is an increase of \$100 monthly. The rent will continue to increase 3% annually for the life of the lease including the extension terms.

### **FISCAL IMPACT**

The Fiscal impact of the lease transaction would be annual revenue of \$43,648.92. There is no out of pocket expense for the City and no down time.

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

# **Attachment 1**

## SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "Amendment") is dated as of \_\_\_\_\_, 2010, 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, dba 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 and that certain Memorandum of Lease and Amendment of Lease dated as of November 13, 2007 which was recorded on January 31, 2008 as Document No. 20080192366 in the Official Records of Los Angeles County (as so amended, the "Lease"). Capitalized terms used herein but not defined shall have the meanings set forth in the Lease.

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

C. Lessor and Lessee now desire to further 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 Term; Extension Options. The term of the Lease is hereby extended to July 31, 2016. Lessee shall have four (4) separate options to further extend the term for consecutive periods of time of five (5) years each by giving written notice to Lessor that Lessee is exercising the applicable extension option at least six (6) months but not more than one (1) calendar year prior to the expiration of the then-current term.

2. Monthly Rent. The Monthly Rent for the period from August 1, 2011 through July 31, 2012 shall be Three Thousand Six Hundred Thirty-Seven and 41/100 Dollars (\$3,637.41). On August 1, 2012 and on each anniversary thereof, the Monthly Rent shall be increased by three percent (3%).

3. 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.

4. Counterparts. This 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.

5. Memorandum of Amendment. Concurrently with its execution and delivery of this Amendment, Lessee shall execute and deliver to Lessor a recordable Memorandum of Second Amendment to Lease.

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

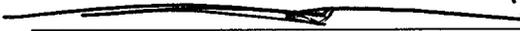
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Laurence S. Wiener, City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Jeffrey Kolin, City Manager

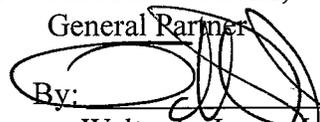
APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Scott G. Miller, CFO/Director of  
Administrative Services

**LESSEE:**

LOS ANGELES SMSA LIMITED  
PARTNERSHIP,  
a California limited partnership,  
dba Verizon Wireless

By: AirTouch Cellular,  
Its: General Partner

By:   
\_\_\_\_\_  
Walter L. Jones, Jr.  
Area Vice President Network  
Date: 10/29/10

# **Attachment 2**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned Lessor declares that this Memorandum of Second 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 SECOND AMENDMENT TO LEASE

THIS MEMORANDUM OF SECOND AMENDMENT OF LEASE (this "Amendment") is dated as of \_\_\_\_\_, 2010, 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, dba 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 and that certain Memorandum of Lease and Amendment of Lease dated as of November 13, 2007 which was recorded on January 31, 2008 as Document No. 20080192366 in the Official Records of Los Angeles County (as so amended, the "Lease"). Capitalized terms used herein but not defined shall have the meanings set forth in the Lease.

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

C. Lessor and Lessee have further amended the Lease by a Second Amendment to Lease dated substantially concurrently herewith (the "Second Amendment"), and desire to record a Memorandum of Second Amendment to Lease.

### 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 Term; Extension Options. The term of the Lease has been extended (and extension options have been granted to Lessee) as set forth in the Second Amendment, upon the

rent and the other terms set forth in the Second Amendment, which are incorporated herein by reference.

2. Counterparts. This Memorandum 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 Memorandum as of the date and year first above written.

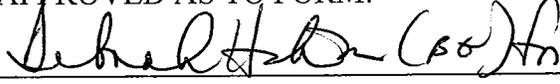
**LESSOR:**

CITY OF BEVERLY HILLS,  
a municipal corporation

By: \_\_\_\_\_  
Jimmy Delshad, Mayor

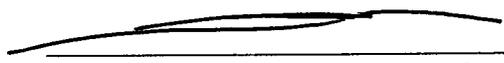
ATTEST:

\_\_\_\_\_  
Byron Pope, City Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Laurence S. Wiener, City Attorney

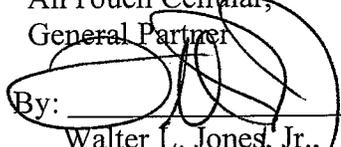
APPROVED AS TO CONTENT:

\_\_\_\_\_  
Jeffrey Kolin, City Manager

APPROVED AS TO CONTENT:  
  
\_\_\_\_\_  
Scott G. Miller, CFO/Director of  
Administrative Services

**LESSEE:**

LOS ANGELES SMSA LIMITED  
PARTNERSHIP,  
a California limited partnership,  
dba Verizon Wireless

By: AirTouch Cellular,  
Its: General Partner  
By:   
\_\_\_\_\_  
Walter L. Jones, Jr.,  
Area Vice President Network  
Date: 10/29/00

**ACKNOWLEDGMENT**

State of California )  
County of Los Angeles )

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

Notary Public, 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 \_\_\_\_\_

(Seal)

ACKNOWLEDGMENT

State of California )  
County of Orange )

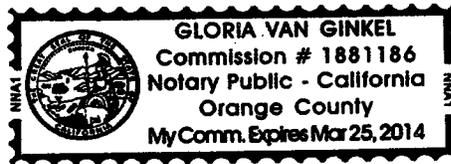
On Oct. 29, 2010 before me, Gloria Van Ginkel, Notary Public,  
personally appeared Walter L. Jones, Jr.

who 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 executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Gloria Van Ginkel  
Signature of Notary Public



Place Notary Seal Above

Re: Beverly Hills  
Memo of Second Amend to Lease