



## AGENDA REPORT

**Meeting Date:** March 1, 2011  
**Item Number:** F-8  
**To:** Honorable City Council  
**From:** Brenda Lavender, Real Estate & Property Manager  
**Subject:** MEMORANDUM OF LEASE, AND FIRST AMENDMENT TO LEASE BY AND BETWEEN THE CITY OF BEVERLY HILLS AND NEW CINGULAR WIRELESS PCS, LLC.  
**Attachments:** 1. Memorandum of Lease, and First Amendment to Lease

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### RECOMMENDATION

It is recommended that the City Council approve the Memorandum of Lease, and First Amendment to Lease by and between the City of Beverly Hills and New Cingular Wireless PCS, LLC. A copy of the lease is on file with the City Clerk. New Cingular's antenna site is located at 464 N. Rexford Drive in the Police Department.

### INTRODUCTION

This location includes a 400 SF area on level B of the Police Station for the antenna cabinet; and roof mounted antennas. AT&T is one of the three (3) carriers that currently have a cell site location and a lease with the City at the Police Station.

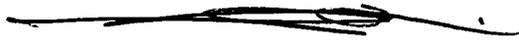
The lease term is five (5) years, with four consecutive (5) year options. The base rent for this location is \$3,361.42 monthly and will be increased 3% annually through the term and option periods.

### DISCUSSION

This is an existing location, so there will be no interruption of service for the AT&T coverage currently provided. The amendment provides AT&T the opportunity to maintain the equipment and upgrade as required with the City's approval.

### FISCAL IMPACT

The Fiscal impact of the lease transaction would be continued revenue of \$40,337 annually. There is no out of pocket expense for the City.

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

# **Attachment 1**

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 First 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 FIRST AMENDMENT TO LEASE**

THIS MEMORANDUM OF LEASE, AND FIRST AMENDMENT OF LEASE (this "Amendment") is dated as of \_\_\_\_\_, 2011, and is entered into by and between the CITY OF BEVERLY HILLS, a municipal corporation ("Lessor") and NEW CINGULAR WIRELESS, PCS, LLC, a Delaware limited liability company ("Lessee").

### **RECITALS**

- A. Lessor and Los Angeles Cellular Telephone Company, a California general partnership, executed that certain City of Beverly Hills Lease-Civic Center Police Facility 464 North Rexford Drive dated July 4, 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 of the building located at 464 North Rexford Drive, Beverly Hills, California.
- C. Lessor and Lessee now desire to record a memorandum of the Lease, and also desire to 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. Memorandum of Lease. The Lease is incorporated herein by reference. The Lease term has commenced and it expires on June 30, 2011 (but it is being extended under Section 2 below). The Lease affects a portion of the improvements at 464 N. Rexford Drive in Beverly Hills, California more particularly described in the Lease.
2. Extension of Lease Term; Extension Options. The term of the Lease is hereby extended to June 30, 2016. Tenant 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 Landlord of the

applicable extension at least six (6) months but not more than one (1) calendar year prior to the expiration of the then-current term.

3. Monthly Rent for Extended Term and Extension Terms. The Monthly Rent for the period from July 1, 2011 through June 30, 2012 shall be Three Thousand Three Hundred Sixty-One and 42/100 Dollars (\$3,361.42). On July 1, 2012 and on each anniversary thereof (including any such anniversary at the beginning of or during an extension term), the Monthly Rent shall be increased by three percent (3%).

4. Notices. Section 27 of the Agreement is hereby deleted in its entirety and replaced with the following:

“NOTICES. All notices, requests, demands and communications hereunder will be give by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: N121105; Cell Site Name: C147/BEVERLY HILLS (CA)  
Fixed Asset No: 10085985  
12555 Cingular Way, Suite 1300  
Alpharetta, GA 30004

With a required copy of the notices sent to the address above to AT&T Legal at:

If sent via certified or registered mail:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
Re: Cell Site #: N121105; Cell Site Name: C147/BEVERLY HILLS (CA)  
Fixed Asset No: 10085985  
P.O. Box 97061  
Redmond, WA 98075-9761

Or

If sent via nationally recognized overnight courier:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
Re: Cell Site #: N121105; Cell Site Name: C147/BEVERLY HILLS (CA)  
Fixed Asset No: 10085985  
16331 NE 72<sup>nd</sup> Way  
Redmond, WA 98052

And a copy Landlord:

City of Beverly Hills  
455 North Rexford Drive, Suite 250  
Beverly Hills, California 90210

5. 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.

6. 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.

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

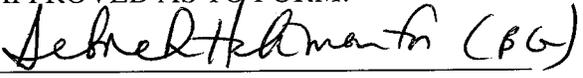
**LESSOR:**

CITY OF BEVERLY HILLS,  
a municipal corporation

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

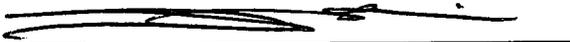
ATTEST:

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

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

APPROVED AS TO CONTENT:

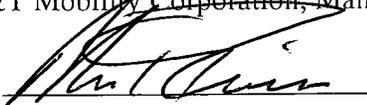
\_\_\_\_\_  
Jeffrey Kolin, City Manager

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

**LESSEE:**

NEW CINGULAR WIRELESS, PCS, LLC,  
a California limited liability company

By: AT&T Mobility Corporation, Manager

By:   
\_\_\_\_\_  
Mark Rivera,  
Real Estate & Construction

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles }

On January 31, 2011 before me, Alma Pineda - Notary Public  
Date Here Insert Name and Title of the Officer

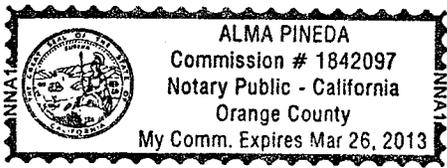
personally appeared Mark Rivera  
Name(s) of Signer(s)

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 Alma Pineda  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

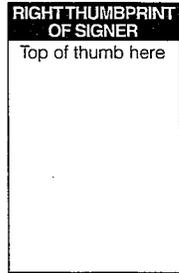
Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**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.

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WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**ACKNOWLEDGMENT**

State of California )  
County of Los Angeles )

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(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.

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WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)