



## **AGENDA REPORT**

**Meeting Date:** July 3, 2012  
**Item Number:** G-6  
**To:** Honorable Mayor and City Council  
**From:** Brenda Lavender, Real Estate & Property Manager  
**Subject:** AMENDMENT OF LEASE BY AND BETWEEN THE CITY OF BEVERLY HILLS AND WALLIS ANNENBERG CENTER FOR THE PERFORMING ARTS.  
**Attachments:** 1. Amendment of Lease

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### **RECOMMENDATION**

It is recommended that City Council approve the Amendment of Lease by and between the City of Beverly Hills and the Wallis Annenberg Center for the Performing Arts. A copy of the lease is on file with the City Clerk.

### **INTRODUCTION**

Wallis Annenberg has leased the second floor area at City Hall since May of 2010. This area was the former employee lunchroom but is now used as Wallis Annenberg's interim office location during the construction of the new Performing Arts Center. The Performing Arts Center is currently under construction with an anticipated completion date of October 2013. The historical building is not available for the administrative staff during construction; necessitating interim office space. This location has provided a great option because of its close proximity to project.

### **DISCUSSION**

The amendment extends lease term on a month to month and can be terminated by both the City and Wallis Annenberg with a 30 days prior written notice. Wallis Annenberg will continue to pay \$1,500 monthly for the 795 square feet space. Wallis Annenberg will be required to secure parking outside of Civic Center.

Meeting Date: July 3, 2012

**FISCAL IMPACT**

There is no out of pocket expense to the City for this lease. The annual revenue for this lease is \$18,000.



Scott G. Miller, Director of  
Administrative Services, CFO

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Approved By

# **Attachment 1**

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 THIS LINE FOR RECORDER'S USE

The undersigned declare that this Amendment of Lease is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.

### AMENDMENT OF LEASE

THIS AMENDMENT OF LEASE (this "**Amendment**") is dated as of July 3, 2012, and is by and between the CITY OF BEVERLY HILLS, a municipal corporation ("City"), and the WALLIS ANNENBERG CENTER FOR THE PERFORMING ARTS, a California nonprofit public benefit corporation ("Tenant").

### RECITALS

A. Tenant and City have entered into that certain Office Lease dated May 4, 2010 (the "Lease"), pursuant to which City has agreed to lease and demise to Tenant, and Tenant has agreed to lease and accept from City, a portion (the "Premises") of that certain building located in the City of Beverly Hills, County of Los Angeles, State of California, commonly known as 444 North Rexford Drive. The Premises are more particularly described in the Lease.

B. A Memorandum of Lease dated May 4, 2010 was recorded on July 16, 2010 as Document No. 20100976565 in the Official Records of Los Angeles County, California.

C. The term of the Lease expired on May 4, 2012. Tenant and City desire to amend the Lease as of May 4, 2012 to provide that the Lease will continue on a "month-to-month" basis, terminable by either party upon thirty (30) days' prior written notice.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant and City agree as follows:

1. Amendment to Term. Commencing on May 4, 2012, the Lease shall become a "month-to-month tenancy" such that it shall be terminable upon thirty (30) days' prior written notice by one party to the other. The other terms of the Lease shall remain in effect.

2. 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, the parties hereto have executed this Amendment as of the date first written above.

**CITY:**

CITY OF BEVERLY HILLS

By: \_\_\_\_\_  
William W. Brien, M.D.,  
Mayor

ATTEST:

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

**TENANT:**

WALLIS ANNENBERG CENTER FOR THE PERFORMING ARTS, a California nonprofit public benefit corporation (formerly known as the Beverly Hills Cultural Center Foundation)

By: \_\_\_\_\_  
Jerry Magnin,  
Treasurer

By: \_\_\_\_\_  
Lou Moore,  
Executive Director

ACKNOWLEDGMENT

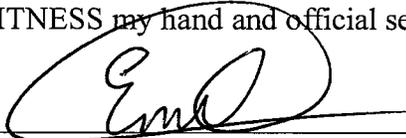
State of California )  
County of Los Angeles )

On 06-19-2012, before me, Emil Sargisyan,  
(insert name and title of the officer)

Notary Public, personally appeared Jerry A. Maghin,  
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 Los Angeles )

On 06-19-2012, before me, Emil Sargisyan,  
(insert name and title of the officer)

Notary Public, personally appeared E. Low Moore,  
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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Signature 

(Seal)



**ACKNOWLEDGMENT**

State of California )  
County of \_\_\_\_\_ )

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  
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Signature \_\_\_\_\_

(Seal)