



## AGENDA REPORT

**Meeting Date:** April 1, 2014  
**Item Number:** D-9  
**To:** Honorable Mayor & City Council  
**From:** Brenda Lavender, Real Estate & Property Management Manager  
**Subject:** APPROVAL OF THIRD AMENDMENT OF LEASE BY AND BETWEEN  
THE CITY OF BEVERLY HILLS AND DYLAN RUGA AND CASONDRA  
RUGA  
**Attachments:** 1. Third Amendment of Lease

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### **RECOMMENDATION**

It is recommended that the City Council approve the Third Amendment of Lease by and between the City of Beverly Hills and Dylan and Casondra Ruga. A copy of the amendment is on file with the City Clerk. If approved the Rugas will continue to lease the City owned residence at 265 S. LaPeer Drive for another year.

### **INTRODUCTION**

The Rugas have leased the City owned residential unit since April of 2011 for one year lease terms. The second lease term will expire on April 30, 2014.

### **DISCUSSION**

The Rugas have requested that their lease term be extended for an additional year at the increased monthly rate of \$4,774.05. This is a 3% increase from the previous rate of \$4,635 monthly. Staff will continue to perform annual inspections of the property to ensure that the required maintenance has been performed. The Rugas have made timely payment of their rent obligations and performed on all of the lease requirements to date.

Meeting Date: April 1, 2014

This amendment continues to provide both the City and the Rugas the right to terminate the lease with 60 days written notice. The Rugas will also provide immediate written notice to the City of any offer made by the Rugas to purchase any other real property as their primary residence.

**FISCAL IMPACT**

The fiscal impact of this lease is monthly rent of \$4,774.05 and annual revenue of \$57,288.60.

David Lightner, Deputy City Manager *DSL*  
Approved By

# **Attachment 1**

RECORDING REQUESTED BY:  
WHEN RECORDED RETURN TO:

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

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[Space Above For Recorder's Use Only]

The undersigned declare that this Third 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.

### **THIRD AMENDMENT OF LEASE**

THIS THIRD AMENDMENT OF LEASE (this "**Amendment**") is dated as of April 1, 2014, and is entered into by and between the CITY OF BEVERLY HILLS ("**City**"), and DYLAN RUGA and CASONDRA RUGA (collectively, "**Tenant**").

### **RECITALS**

A. Tenant and City have entered into that certain Residential Lease dated April 21, 2011, as amended by an Amendment of Lease dated March 6, 2012 and a Second Amendment of Lease dated May 7, 2013 (the "**Lease**"), pursuant to which City has agreed to lease and demise to Tenant, and Tenant has agreed to lease and accept from City certain premises located at 265 South La Peer Drive in the City of Beverly Hills, California on land described on Exhibit "A" attached hereto.

B. A Memorandum of Lease dated April 21, 2011 was recorded on June 15, 2011 as Document No. 20110814388 in the Official Records of Los Angeles County, California ("**Official Records**"). The Amendment of Lease was recorded on April 24, 2012 as Document No. 20120603944 in the Official Records, and the Second Amendment of Lease was recorded on June 6, 2013 as Document No. 20130919510 in the Official Records.

C. Tenant and City now desire to further amend the Lease as hereinafter set forth.

### **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. Extension of Lease Term; Termination Options. The term of the Lease is hereby extended to April 30, 2015 ("**Expiration Date**"). Either party may terminate the lease upon at least sixty (60) days' prior written notice to the other.

2. Monthly Rent. The monthly rent from May 1, 2014 through April 30, 2015 shall be \$4,774.05 per month, payable without notice, offset or deduction, in advance, on the first day of each calendar month.

3. Required Notice to City. Tenant shall give written notice to City of any offer made by Tenant to purchase any other real property as their primary residence. Such written notice to City shall be given prior to or concurrently with the delivery of the offer. Time is of the essence of this Section 3.

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.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

**CITY:**

CITY OF BEVERLY HILLS

**TENANT:**

  
DYLAN RUGA

By: \_\_\_\_\_

Lili Bosse  
Mayor

\_\_\_\_\_  
CASONDRA RUGA

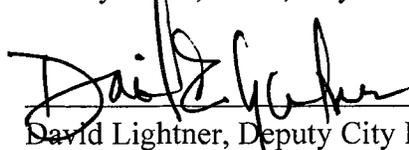
ATTEST:

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

APPROVED AS TO FORM:

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

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

  
\_\_\_\_\_  
David Lightner, Deputy City Manager

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**CITY:**

CITY OF BEVERLY HILLS

By: \_\_\_\_\_

Lili Bosse  
Mayor

**TENANT:**

\_\_\_\_\_  
DYLAN RUGA

  
\_\_\_\_\_  
CASONDRA RUGA

ATTEST:

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

APPROVED AS TO FORM:

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

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

\_\_\_\_\_  
David Lightner, Deputy City Manager

**ACKNOWLEDGMENT**

State of California )  
 )  
County of LOS ANGELES )

On FEBRUARY 26, 2014 before me, CYNTHIA A. CHAPMAN, NOTARY PUBLIC  
(insert name and title of the officer)

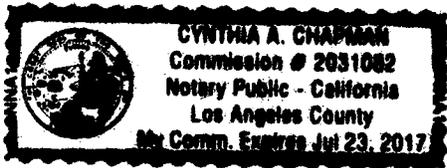
personally appeared CASONDRA RUGA

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 Cynthia A. Chapman (Seal)  
Signature of Notary Public



**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.

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WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)  
Signature of Notary Public

**ACKNOWLEDGMENT**

State of California )  
County of Los Angeles )

On Feb. 25, 2014 before me, Inez N. Brown, Notary Public  
(insert name and title of the officer)

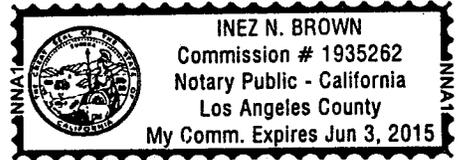
personally appeared Dylan Ruga

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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 Inez N. Brown (Seal)  
Signature of Notary Public



**ACKNOWLEDGMENT**

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

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

personally appeared \_\_\_\_\_

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Signature \_\_\_\_\_ (Seal)  
Signature of Notary Public

**ACKNOWLEDGMENT**

State of California )

County of \_\_\_\_\_ )

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(insert name and title of the officer)

personally appeared \_\_\_\_\_,

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WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

Signature of Notary Public

EXHIBIT "A"

DESCRIPTION OF LAND

LOT 436 OF TRACT NO. 6380, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 69 PAGES 11 TO 20 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Commonly known as: 265 South La Peer Drive, Beverly Hills, California,

Assessor's Parcel Number(s): 4333-003-017