



# STAFF REPORT

## SAUSALITO CITY COUNCIL

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### AGENDA TITLE:

Approve the (a) Fourth Amendment to Lease with Pippa Murray and (b) Second Amendment to Lease with George Dapsevicius (MLK)

### RECOMMENDED MOTION:

Adopt a Resolution of the City Council of the City of Sausalito Approving (a) Fourth Amendment to Lease with Pippa Murray and (b) Second Amendment to Lease with George Dapsevicius

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### BACKGROUND

#### Pippa Murray

The City entered into a Lease with Pippa Murray dated as of September 15, 2004. The Lease was subsequently amended three times. The Lease as amended provides for tenant's lease of Suites 138B and 230. Suite 138B is utilized as an artist's studio and Suite 230 is utilized for storage.

The proposed amendment:

- Provides for a term of one year for both Suites
- Reduces the rental amounts as follows:
  - o 138B – from \$661.49 to \$433.00
  - o 230 – from \$693.05 to \$693.00

#### George Dapsevicius

The City entered into a Lease with George Dapsevicius dated November 15, 2004. The Lease was amended once. The Lease as amended provides for tenant's lease of Suite 220 for use as a design studio.

The proposed amendment:

- Provides for a term of one year
- Reduces the monthly rental amount from \$903.00 to \$782.00

The OMIT Committee has reviewed and approved the terms of the proposed Amendments and Lease.

## FISCAL IMPACT

The proposed amendments decrease the monthly rental amounts that the City will receive, however, it allows the City to retain two tenants who utilize space at MLK for artist and design studios.

## STAFF RECOMMENDATIONS

Staff recommends that the City Council Adopt a Resolution of the City Council of the City of Sausalito Approving (a) Fourth Amendment to Lease with Pippa Murray and (b) Second Amendment to Lease with George Dapsevicius

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## ATTACHMENTS


1. Resolution of the City Council of the City of Sausalito Approving (a) Fourth Amendment to Lease with Pippa Murray and (b) Second Amendment to Lease with George Dapsevicius Amendment to Lease Agreement by and between the City of Sausalito and BKRB, Inc.
  - a. Fourth Amendment to Lease with Pippa Murray (Exhibit A to Resolution)
  - b. Second Amendment to Lease with George Dapsevicius (Exhibit B to Resolution)

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PREPARED BY:

  
Mary A. Wagner, City Attorney

REVIEWED AND SUBMITTED BY;

  
Adam W. Politzer, City Manager

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Item #: March 24, 2009  
Meeting Date: \_\_\_\_\_  
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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SAUSALITO, CALIFORNIA  
APPROVING THE FOURTH AMENDMENT TO THE LEASE AGREEMENT BY AND  
BETWEEN THE CITY OF SAUSALITO AND PIPPA MURRAY AND THE SECOND  
AMENDMENT TO AMENDED AND RESTATED LEASE OF PREMISES BY AND  
BETWEEN THE CITY OF SAUSALITO AND GEORGE DAPSEVICIUS**

**WHEREAS**, the City of Sausalito leases that certain real property located at 100 Ebbtide, Sausalito from the Sausalito School District (the "Site"); and

**WHEREAS**, the City and Pippa Murray entered into a Lease of Premises dated as of September 15, 2004, the First Amendment to Lease dated October 18, 2006, the Second Amendment to Lease dated April 23, 2008 and the Third Amendment to Lease dated September 15, 2008 (collectively the "Murray Lease"); and

**WHEREAS**, the Murray Lease provides for the lease of Suites 138B 230 for use as an artist's studio and storage respectively; and

**WHEREAS**, the City and George Dapsevicius entered into the Amended and Restated Lease of Premises dated as of November 15, 2004 and the First Amendment to Lease dated February 1, 2008 (the "Dapsevicius Lease"); and

**WHEREAS**, the Dapsevicius Lease provides for the lease of Suite 220 for use as an artist's studio; and

**WHEREAS**, the City and the tenants desire to enter into the Fourth Amendment to the Murray Lease and the Second Amendment to the Dapsevicius Lease to provide for a term of one year and to decrease the monthly rental amounts upon the terms and conditions set forth therein; and

**WHEREAS**, the approval of the proposed Amendments is exempt from the application of the California Environmental Quality Act (California Public Resources Code Section 21000, et seq., "CEQA"), pursuant to Section 15301 (Class 1 Categorical Exemption) of the State CEQA Guidelines (Title 14, California Code of Regulations Section 15000, et seq.).

**Now, therefore**, the City Council of the City of Sausalito does hereby resolve as follows:

1. The City Council hereby finds that the Fourth Amendment to the Murray Lease and the Second Amendment to the Dapsevicius Lease are exempt from the application of CEQA pursuant to Section 15301 (Class 1 Categorical Exemption) of the State CEQA Guidelines and the City Clerk, or her designee, is directed to cause a Notice of Exemption to be posted in accordance with CEQA.
2. The Fourth Amendment to the Lease Agreement by and between the City of Sausalito and Pippa Murray which is attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the Fourth Amendment on behalf of the City.
3. The Second Amendment to the Amended and Restated Lease Agreement by and between the City of Sausalito and George Dapsevicius which is attached hereto as Exhibit "B" is hereby approved and the Mayor is authorized to execute the Second Amendment on behalf of the City.
4. Upon execution of the Fourth Amendment and the Second Amendment by the Mayor, the City Manager (or his designee), is authorized, on behalf of the City, to approve and/or sign all documents necessary and appropriate to carry out and implement the Fourth Amendment and the Second Amendment, and to administer the City's obligations, responsibilities and duties to be performed under the Fourth Amendment and the Second Amendment and related documents.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Sausalito on the \_\_\_\_ day of \_\_\_\_\_, 2009, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
MAYOR OF THE CITY OF SAUSALITO

\_\_\_\_\_  
CITY CLERK

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## EXHIBIT "A"

### FOURTH AMENDMENT TO LEASE OF PREMISES

**THIS FOURTH AMENDMENT TO LEASE OF PREMISES** ("Fourth Amendment"), dated effective as of April 1, 2009 (the "Effective Date"), is entered into by and between the **CITY OF SAUSALITO**, a municipal corporation (the "Landlord"), and **PIPPA MURRAY**, an individual (the "Tenant").

#### RECITALS

The following Recitals are a substantive part of this Agreement:

A. Landlord and Tenant entered into a Lease of Premises dated as of September 15, 2004, the First Amendment to Lease dated October 18, 2006, the Second Amendment to Lease dated April 23, 2008 and the Third Amendment to Lease dated September 15, 2008 (collectively the "Lease"). The Lease provides for Landlord's lease to Tenant of that certain real property commonly known as Building 1, Suite 138B ("Suite 138B") and Building 2, Suite 230 ("Suite 230"), 100 Ebbtide, Sausalito, California (the "Premises").

B. Landlord and Tenant desire to enter into this Fourth Amendment to decrease the term of the Lease and the monthly rental amounts upon the terms and conditions set forth herein.

#### AGREEMENT

In consideration of the mutual covenants and conditions contained in this Amendment, Landlord and Tenant hereby agree as follows:

**Section 1. Term.** Section 2.1 of the Lease is hereby amended to provided that the Term shall be for a period of one year, commencing on April 1, 2009 and ending at midnight on March 31, 2010, unless earlier terminated as provided in the Lease. The "Expiration Date" as that term is defined in the Lease shall be revised to be March 31, 2010.

**Section 2. Rent.** Commencing April 1, 2009, the monthly rental amount to be paid by Tenant for the Lease of the Premises shall be: Four Hundred Thirty Three Dollars (\$433.00) for Suite 138B and Six Hundred Ninety Three Dollars (\$693.00) for Suite 230 for a total monthly rental amount of One Thousand One Hundred and Twenty Six Dollars (\$1126.00).

**Section 3. Effect on Lease.** Except as expressly set forth herein, the terms and conditions of the Lease shall remain in full force and effect. In the event of any inconsistency between the Lease and this Fourth Amendment, the terms of this Fourth Amendment shall control.

**Section 4. Entire Agreement; Conflicts.** This Fourth Amendment and the Lease contain the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified herein, no prior oral or written understanding shall be of any force

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or effect with respect to those matters covered herein. This Fourth Amendment and the Lease shall not be modified or altered except in writing signed by both parties.

*[The following text is extremely faint and illegible, appearing to be a standard lease agreement with multiple paragraphs.]*

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**Section 5. Execution.** This Fourth Amendment may be executed in duplicate original counterparts each of which shall constitute on and the same instrument.

**LANDLORD:**

**CITY OF SAUSALITO**, a municipal corporation

Dated: \_\_\_\_\_, 2009

By: \_\_\_\_\_  
Jonathan Leone, Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**TENANT:**

Dated: \_\_\_\_\_, 2009

By: \_\_\_\_\_  
Pippa Murray

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The Commission on the Status of Women  
has the honor to acknowledge the receipt of your letter of 10/10/61.

Very truly yours,

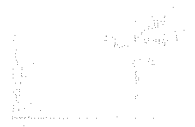
Secretary-General

United Nations

10/10/61

10/10/61

10/10/61





## EXHIBIT B

### SECOND AMENDMENT TO LEASE OF PREMISES

**THIS SECODN AMENDMENT TO AMENDED AND RESTATED LEASE OF PREMISES** ("Second Amendment"), dated effective as of April 1, 2009 (the "Effective Date"), is entered into by and between the **CITY OF SAUSALITO**, a municipal corporation (the "Landlord"), and **GEORGE DAPSEVICIUS**, an individual (the "Tenant").

### RECITALS

The following Recitals are a substantive part of this Agreement:

A. Landlord and Tenant entered into the Amended and Restated Lease of Premises dated as of November 15, 2004 and the First Amendment to Lease dated February 1, 2008 (the First Amendment"). The Amended and Restated Lease and the First Amendment shall be referred to collectively herein as the "Lease". Capitalized terms utilized herein and not otherwise defined shall have the same meaning as set forth in the Lease.

B. The Lease provides for Landlord's lease to Tenant of approximately four hundred sixty-eight (468) square feet located in Building 2, Suite 220 at 100 Ebbtide, City of Sausalito, County of Marin (the "Premises").

C. Landlord and Tenant desire to enter into this Second Amendment to the Lease to allow for a one year term at a reduced rental rate upon the terms and conditions set forth herein.

### AGREEMENT

In consideration of the mutual covenants and conditions contained in this Amendment, Landlord and Tenant hereby agree as follows:

**Section 1. Term.** Section 2.1 of the Lease is hereby amended to provided that the Term shall be for a period of one year, commencing on April 1, 2009 and ending at midnight on March 31, 2010, unless earlier terminated as provided in the Lease. The "Expiration Date" as that term is defined in the Lease shall be revised to be March 31, 2010.

**Section 2. Rent.** Commencing April 1, 2009, the monthly rental amount to be paid by Tenant for the Lease of the Premises shall be Seven Hundred Eighty Two Dollars (\$782.00).

**Section 3. Utilities.** The monthly utility charges to be paid by Tenant as set forth in Article 5 of the Lease shall not be less than Ten Cents (\$0.10) per square foot nor more than Fifteen Cents (\$0.15) per square foot of the Premises which for purposes of this Section 3 includes 468 square feet.

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**Section 4. Effect on Lease.** Except as expressly set forth herein, the terms and conditions of the Lease shall remain in full force and effect. In the event of any inconsistency between the Lease and this Second Amendment, the terms of this Second Amendment shall control.

**Section 5. Entire Agreement; Conflicts.** This Second Amendment and the Lease contain the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified herein, no prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Second Amendment and the Lease shall not be modified or altered except in writing signed by both parties.

**Section 6. Execution.** This Second Amendment may be executed in duplicate original counterparts each of which shall constitute one and the same instrument.

**LANDLORD:**

**CITY OF SAUSALITO**, a municipal corporation

Dated: \_\_\_\_\_, 2009

By: \_\_\_\_\_  
Jonathon Leone, Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**TENANT:**

Dated: \_\_\_\_\_, 2009

By: \_\_\_\_\_  
George Dapsevicius

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