



STAFF REPORT

SAUSALITO CITY COUNCIL

AGENDA TITLE: Approval of the Third Amendment to Lease of Premises by and between the City of Sausalito and the New Village School and the Fourth Amendment to Lease of Premises by and between the City of Sausalito and Pippa Murray

RECOMMENDED MOTION: Adopt a Resolution of the City Council of the City of Sausalito Approving the Third Amendment to Lease of Premises by and between the City of Sausalito and the New Village School and the Fourth Amendment to Lease of Premises by and between the City of Sausalito and Pippa Murray

DISCUSSION

Under both of the proposed amendments existing leases will be amended to allow the tenants to lease minor additional space.

The New Village School has requested the lease of Suite 115 which is 108 square feet on a month to month basis for \$135.00 per month. The New Village School will be using this space for storage.

Pippa Murray has requested the lease of Suite 115B which is 100 square feet for a term of one year for a monthly rental amount of \$90. The space will be utilized for a mosaic saw.

FISCAL IMPACT

Under the proposed Amendments the City will receive additional monthly rent of \$225.00.

STAFF RECOMMENDATIONS

Adopt a Resolution of the City Council of the City of Sausalito Approving the Third Amendment to Lease of Premises by and between the City of Sausalito and the New Village School and the Fourth Amendment to Lease of Premises by and between the City of Sausalito and Pippa Murray

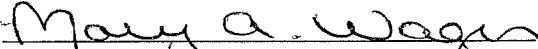
ATTACHMENTS

A Resolution of the City Council of the City of Sausalito Approving the Third Amendment to Lease of Premises by and between the City of Sausalito and the


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New Village School and the Fourth Amendment to Lease of Premises by and between the City of Sausalito and Pippa Murray

PREPARED BY:


Mary Anne Wagner, City Attorney

SUBMITTED BY:


Adam W. Politzer, City Manager

ATTACHMENT NO. 1

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SAUSALITO, CALIFORNIA
APPROVING THE THIRD AMENDMENT TO THE LEASE AGREEMENT BY
AND BETWEEN THE CITY OF SAUSALITO AND THE NEW VILLAGE
SCHOOL AND THE FOURTH AMENDMENT TO THE LEASE OF PREMISES
BY AND BETWEEN THE CITY OF SAUSALITO AND PIPPA MURRAY**

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 the New Village School desire to enter into the attached Third Amendment to the Lease which is attached hereto as Exhibit "A" and incorporated herein by reference to provide for the lease of Suite 115; and

WHEREAS, the City and Pippa Murray desire to enter into the attached Fourth Amendment to the Lease which is attached hereto as Exhibit "B" and incorporated herein by reference to provide for the lease of Suite 115B; and

WHEREAS, the approval of the proposed Amendments are 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 proposed Amendments 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 Notices of Exemption to be posted in accordance with CEQA.
2. The Third Amendment to the Lease Agreement by and between the City of Sausalito and the New Village School which is attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the Third Amendment on behalf of the City.
3. The Fourth Amendment to the Lease Agreement by and between the City of Sausalito and Pippa Murray which is attached hereto as Exhibit

“B” is hereby approved and the Mayor is authorized to execute the Fourth Amendment on behalf of the City.

4. Upon execution of the Amendments 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 Amendments, and to administer the City's obligations, responsibilities and duties to be performed under the Amendment and related documents.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Sausalito on the ____ day of _____, 2010, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MAYOR OF THE CITY OF SAUSALITO

ATTEST:

CITY CLERK

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Exhibit "A"

THIRD AMENDMENT TO LEASE OF PREMISES

THIS THIRD AMENDMENT TO LEASE OF PREMISES ("Third Amendment"), dated effective as of February 23, 2010 (the "Effective Date"), is entered into by and between the **CITY OF SAUSALITO**, a municipal corporation (the "Landlord"), and **THE NEW VILLAGE SCHOOL**, a California Non-Profit Public Benefit Corporation ("Tenant").

RECITALS

The following Recitals are a substantive part of this Agreement:

A. Landlord and Tenant entered into the Lease of Premises dated as of February 1, 2009 (the "Original Lease"), the First Amendment to Lease of Premises dated as of August 1, 2009 (the "First Amendment") and the Second Amendment to Lease of Premises dated as of December 9, 2009 (the "Second Amendment"). The Original Lease, the First Amendment and the Second Amendment shall be referred to collectively herein as the "Lease." Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Lease.

B. The Lease provides for Landlord's lease to Tenant of a portion of the real property located at Building 1, Suite 144 and the adjacent entry and bathrooms at 100 Ebbtide, City of Sausalito, County of Marin, State of California (collectively Suite 144), Suites 100-S, 154 and 138.

C. Landlord and Tenant desire to enter into this Third Amendment in order to provide for Tenant's lease of Suite 115 for storage purposes on a month to month basis.

AGREEMENT

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

Section 1. Premises. Article 1 of the Lease is hereby amended to provide that commencing upon the Effective Date of this Amendment, Landlord leases to Tenant and Tenant leases from Landlord Suite 115, 100 Ebbtide, City of Sausalito, State of California (Suite 115) As utilized in the Lease the term "Premises" shall include Suite 115. For purposes of the Lease the parties agree that Suite 138 consists of 108 square feet.

Section 2. Term. The lease of Suite 115 shall commence on the Effective Date of this Third Amendment ("Commencement Date") and shall continue on a month to

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month basis and can be terminated by either party for any reason upon thirty (30) days written notice.

Section 3. Base Rent. In addition to the amounts paid by Tenant for Suites 144, 154, 138 and 100-S, Section 3.1 of the Lease is amended to provide that commencing on the Commencement Date Tenant agrees to pay Landlord monthly in advance on the first of the month during the Term One Hundred Thirty Five Dollars and 00/100 for the lease of Suite 115.

Section 4. Security Deposit. On or before the Effective Date the Security Deposit provided by Tenant in accordance with Article 6 of the Lease shall be increased by an amount equal to two month's rent for Suites 115 or Two Hundred Seventy Dollars and 00/100 (\$270.00).

Section 5. Insurance. Prior to the Effective Date Tenant shall deliver to Landlord certificates reasonably acceptable to the Landlord's City Manager or his designee evidencing that Tenant has obtained insurance meeting the requirements of Article 9 of the Lease for Suite 115.

Section 6. 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 Third Amendment, the terms of this Third Amendment shall control.

Section 7. Entire Agreement; Conflicts. This Third 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 Third Amendment and the Lease shall not be modified or altered except in writing signed by both parties.

Section 8. Execution. This Third 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: _____, 2010

By: _____
Jonathan Leone, Mayor

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ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

TENANT:

THE NEW VILLAGE SCHOOL, A
California-Non-Profit Public Benefit
Corporation

Dated: _____, 2010

By: _____

Its: _____

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Exhibit B

FOURTH AMENDMENT TO LEASE OF PREMISES

THIS FOURTH AMENDMENT TO LEASE OF PREMISES ("Fourth Amendment"), dated effective as of February 23, 2010 (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 April 23, 2008 and the Third Amendment to Lease of Premises 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 provide for Tenant's lease of Suite 115B for use as an artist studio.

AGREEMENT

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

Section 1. Premises. Article 1 of the Lease is hereby amended to provide that commencing upon the Effective Date of this Amendment, Landlord leases to Tenant and Tenant leases from Landlord Suite 115B, 100 Ebbtide, City of Sausalito, State of California (Suite 115B) As utilized in the Lease the term "Premises" shall include Suite 115B. For purposes of the Lease the parties agree that Suite 138 consists of 100 square feet.

Section 2. Term. The lease of Suite 115B shall commence on March 1, 2010 ("Commencement Date") and shall expire at midnight on February 28, 2011 ("Expiration Date"), unless otherwise terminated or extended in accordance with the provisions of the Lease.

Section 3. Base Rent. Section 3.1 of the Lease is amended to provide that commencing on the Commencement Date Tenant agrees to pay Landlord monthly in advance on the first of the month during the Term Ninety Dollars and 00/100 (\$90.00) for the lease of Suite 115B.

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Section 4. Security Deposit. On or before the Effective Date the Security Deposit provided by Tenant in accordance with Article 6 of the Lease shall be increased by an amount equal to two month's rent for Suites 115 or One Hundred Eighty Dollars and 00/100 (\$180.00).

Section 5. Insurance. Prior to the Effective Date Tenant shall deliver to Landlord certificates reasonably acceptable to the Landlord's City Manager or his designee evidencing that Tenant has obtained insurance meeting the requirements of Article 9 of the Lease for Suite 115B.

Section 6. 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 Third Amendment, the terms of this Fourth Amendment shall control.

Section 7. 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 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.

Section 8. Execution. This Fourth 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: _____, 2010

By: _____
Jonathan Leone, Mayor

ATTEST:

City Clerk

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APPROVED AS TO FORM:

City Attorney

TENANT:

PIPPA MURRAY

Dated: _____, 2010

By: _____

Its: _____

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