



Staff Report

City of Manhattan Beach

TO: Honorable Mayor Tell and Members of the City Council

THROUGH: David N. Carmany, City Manager

FROM: Vince Mastrosimone, Senior Management Analyst

DATE: April 17, 2012

SUBJECT: Approve Lease Amendment to the Amended and Restated Ground Lease Between the City and the Manhattan Country Club to Remove a Provision Regarding the City's Club Membership Privilege

RECOMMENDATION:

Staff recommends that the City Council approve the Lease Amendment to the Amended and Restated Ground Lease for the Tennis Complex (Manhattan Country Club) dated October 20, 2003 between the City and 1334 Partners, L.P., a California limited partnership.

FISCAL IMPLICATION:

There are is fiscal impact associated with this recommendation.

BACKGROUND:

The Amended and Restated Ground Lease for the Manhattan Country Club Tennis Complex ("Club") was executed on October 20, 2003. At that time a provision was included in the lease to allow the City the use of Club facilities for up to three individuals.

DISCUSSION:

Article XXXII ("City's Club Membership Privilege") of the Amended and Restated Ground Lease, provides the City the use of Club facilities for up to three individuals as long as those individuals pay for any food and beverage charges and other similar charges. In recent negotiations with 1334 Partners, L.P., the owners of the Club, the City Manager requested that the Country Club delete this provision from the lease as the City does not have or foresee a need or future need for the use of the Club's facilities as outlined in the lease. Accordingly, a lease amendment was prepared by the City Attorney's office and was provided to the Club for their review and approval. The executed amendment is attached for the City Council's consideration.

CONCLUSION:

Staff recommends that the City Council approve the Lease Amendment and authorize the Mayor Pro Tem to execute the Lease Amendment.

Attachments: A. Amendment to Lease

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned Lessor declares that this 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.

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE (this "Amendment") is dated as of March 6, 2012, and is entered into by and between the CITY OF MANHATTAN BEACH, a municipal corporation ("Lessor") and 1334 PARTNERS, L.P., a California limited partnership ("Lessee").

RECITALS

A. Lessor and Lessee entered into a Manhattan Beach Amended and Restated Ground Lease [Tennis Complex] dated October 20, 2003 (the "Lease") for land and improvements consisting of tennis facilities (the "Premises") owned by Lessor located at 1330 Parkview Avenue, Manhattan Beach, California.

B. A Memorandum of Amended and Restated Ground Lease was recorded on October 30, 2003 as Document No. 033255950 in the Official Records of Los Angeles County.

C. Lessor and Lessee now 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. Amendment. Article XXXII of the Lease is hereby deleted.
2. Continuing Effect. Except as 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.
3. 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:

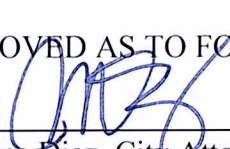
CITY OF MANHATTAN BEACH,
a municipal corporation

By: _____
David N. Carmany, City Manager

ATTEST:

Liza Tamura, City Clerk

APPROVED AS TO FORM:

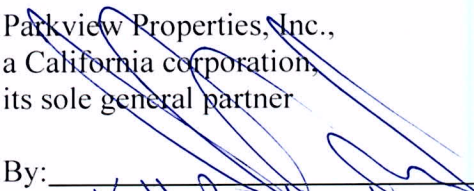


Roxanne Diaz, City Attorney

LESSEE:

1334 PARTNERS, L.P.,
a California limited partnership

By: Parkview Properties, Inc.,
a California corporation,
its sole general partner

By: 
Name: Keith Blackpool
Title: President

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

State of California)
County of Los Angeles)

On APRIL 3, 2012, before me, TEFFINY BAGNARA,
(insert name and title of the officer)

Notary Public, personally appeared KEITH BRACKPOOL,
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 Teffiny Bagnara



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.

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 _____, 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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the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)