

WHEREAS, pursuant to City Council Resolution No. 00-2768, Larry J. Sala, as Lessor, and City of Dallas ("City"), as Lessee, entered into a Lease Agreement dated October 9, 2000 (the "Lease") for approximately 5,700 square feet of office, gallery, dance studio and frame shop located within the Ice House Arts Plaza building, having a street address of 942 West Page Avenue, Dallas, Dallas County, Texas to be used by the Office of Cultural Affairs; and

WHEREAS, the Lease was amended by the First Amendment to the Lease Agreement dated October 15, 2003, extending the term of the Lease to October 14, 2005; and

WHEREAS, the Lease was amended by the Second Amendment to the Lease Agreement dated September 30, 2005, extending the term of the Lease to October 14, 2008; and

WHEREAS, Tatiana M. Sala, ("Landlord") has purchased the property in which the Premises are located and assumed the obligations of the Lessor under the Lease, as amended; and

WHEREAS, the Lease term, as amended, expired by its own terms on October 14, 2008; and

WHEREAS, the City's occupancy was extended for eight (8) months, pursuant to holdover provisions in Section XVI of the Lease; and

WHEREAS, it is the desire of both parties to extend the lease term for an additional six and one-half (6 ½) month period;

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager, upon approval as to form by the City Attorney, be and is hereby authorized to execute a Third Amendment to the Lease Agreement between Tatiana M. Sala, as Landlord, and the City of Dallas, as the lessee.

SECTION 2. That the special terms and conditions of the Third Amendment to the Lease Agreement are:

- (a) The term of the Lease is hereby extended for an additional six and one-half (6 ½) month period, beginning June 15, 2009 and ending December 31, 2009, provided however, that City has the right to terminate the Lease upon sixty (60) days written notice and as provided elsewhere therein.

09-1451

COUNCIL CHAMBER

June 10, 2009

- (b) Monthly Rental payment are to be made to The Oak Cliff Heritage Society, acting as managing agent for Tatiana M. Sala, the property owner and Landlord.
- (c) The Landlord's notice address will be amended to read: Tatiana M. Sala, c/o The Oak Cliff Heritage Society, 609 E. Beady Road, Arlington, Texas 76006, (214) 769-7252.
- (d) All other terms of the Lease, as previously amended, not expressly amended hereby shall remain in full force and effect.

SECTION 3. That the City Controller be and is hereby authorized to draw warrants payable to The Oak Cliff Heritage Society, as managing agent for Tatiana M. Sala, the first day of each month in advance during the lease term beginning June 15, 2009 in the following specified below:

June 15, 2009 through December 31, 2009: \$3,087.00 per month (subject to annual appropriations)

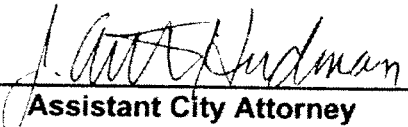
SECTION 4. That the payments will be charged as follows:

June 15, 2009 through December 31, 2009: General Fund 0001, Unit 4888, Dept. OCA, Object 3330, Encumbrance No. OCA4888H208 and Vendor No. 338329

SECTION 5. That the City Controller is hereby authorized to draw warrants payable to the telephone company upon receipt of a bill for services or other applicable charges throughout the lease term.

SECTION 6. That this resolution shall take effect immediately from and after its passage in accordance with the Charter of the City of Dallas and it is accordingly so resolved.

APPROVED AS TO FORM:
Thomas P. Perkins, City Attorney

By: 
Assistant City Attorney

APPROVED BY
CITY COUNCIL

JUN 10 2009


City Secretary