



## AGENDA REPORT

**Meeting Date:** April 15, 2008  
**Item Number:** C-1  
**To:** Honorable Mayor & City Council  
Honorable Parking Authority  
**From:** David Lightner, Deputy City Manager  
**Subject:** AMENDMENT NO. 1 TO THE MONTAGE RECIPROCAL  
EASEMENTS AND OPERATIONS AGREEMENT (REOA)  
**Attachments:** 1. Agreements

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### **RECOMMENDATION**

It is recommended that the City Council and the Parking Authority approve Amendment No. 1 to the Reciprocal Easements and Operations Agreement between the City, the Parking Authority and Beverly Hills Luxury Hotel, LLC (BHLH) regarding the Montage Hotel project. This Agenda Report is provided in both the City Council packet and the Parking Authority packet.

### **INTRODUCTION**

The Reciprocal Easements and Operations Agreement (REOA) sets forth all of the easements and logistical operating policies for the shared facilities at the site of the Montage Hotel, the Public Gardens, the Gardens Building and the shared parking garage. Physical access, utility line, equipment and other types of easements are included in this previously adopted agreement.

This first amendment to the REOA incorporates the final plans into the agreement and adds a provision to apply a 5% Municipal Surcharge to any condominium units that are used as hotel suites.

### **DISCUSSION**

The REOA amendment incorporates the final plans for the Montage Hotel, Public Gardens and Garage project into the agreement. The final plans include adjustments to shared or encroaching facilities such as utility rooms, storage areas, and equipment in the garage. The final plans have been reviewed by the Community Development and

Public Works Departments and are in substantial conformance with the originally approved plans. The portions of the plans to be updated are included as exhibits to the REOA. These elements have also been reviewed with the City Council Ad Hoc Committee, Councilmembers Briskman and Fenton.

Additionally, this amendment adds a provision that will require any transient rental of the 20 condominium units in the hotel building to require the same 5% Municipal Surcharge, in addition to Transient Occupancy Tax, that applies to the hotel guest rooms. Included in the original agreement with BHLH, is a requirement to pay the City a Municipal Surcharge that is calculated in the same manner as Transient Occupancy Tax, and would be paid in addition to the tax. That surcharge is 3% of Transient Occupancy Revenue in year 1; 4% in year 2; and 5% in year 3 and thereafter. This amendment would apply that same Municipal Surcharge to the Transient Occupancy Tax (currently 14%) that would be due for transient rental of a condominium. This payment would be required for any rental of a condominium for a period of less than 6 months.

### **FISCAL IMPACT**

Although there is not expected to be a high volume of transient occupancy of the condominiums, the units would certainly command a premium price and the addition of the 5% Municipal Surcharge on the same basis as in the hotel guest rooms will add to the overall financial contribution of the project to the City.

David Lightner   
Approved By

RECORDING REQUESTED BY:

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

When Recorded Mail Document To:

Sonnenschein Nath & Rosenthal  
2398 East Camelback Road #1100  
Phoenix, Arizona 85016  
Attention Bruce E. Martin, Esq.

APN:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FIRST AMENDMENT TO RECIPROCAL EASEMENTS  
AND OPERATIONS AGREEMENT

Documentary Transfer Tax: \$ NONE

This document is exempt from any transfer tax because the value of and consideration for the property interests being conveyed is less than \$100.

FIRST AMENDMENT TO RECIPROCAL  
EASEMENTS AND OPERATIONS AGREEMENT

**THIS FIRST AMENDMENT TO RECIPROCAL EASEMENTS AND OPERATIONS AGREEMENT** (this "Amendment") is made as of the \_\_\_ day of \_\_\_\_\_, 2008, by and among the City of Beverly Hills, a California municipal corporation, in and only in its proprietary capacity ("City"); The Parking Authority of the City of Beverly Hills, a parking authority established pursuant to the Parking Law of 1949 of the State of California, in and only in its proprietary capacity ("Parking Authority"); and Beverly Hills Luxury Hotel LLC, a Delaware limited liability company ("Developer"), and amends that certain Reciprocal Easements and Operations Agreement (the "Original REOA") by and among the City, the Parking Authority and the Developer made as of the 28<sup>th</sup> day of November, 2006 and recorded in the Official Records, Recorder's Office, Los Angeles County, California (the "Official Records") on November 28, 2006 as Document No. 06 2620916. Capitalized words, terms and phrases used in this Amendment shall have the meanings given in Section 1 below.

RECITALS

A. The City is the fee owner of (i) that certain tract of land located in the City of Beverly Hills, California and legally described as Lot A of Tract Map No. 54376 of Montage Hotel Beverly Hills, City of Beverly Hills, County of Los Angeles, State of California, as per map recorded in the Official Records in Book 1325, Pages 38 to 41 of Maps ("Tract Map 54376"); (ii) that portion of Canon Drive legally described in Exhibit 1 attached hereto (defined

and referred to in the Original REOA as the “**Canon Drive Land**”); and (iii) that portion of Beverly Drive legally described in Exhibit 2 attached hereto (defined and referred to in the Original REOA as the “**Beverly Drive Land**”). The land described in clauses (i), (ii) and (iii) of this Recital A is collectively defined and referred to in the Original REOA as the “**City Parcel**”.

B. The Developer is the owner of those certain tracts of land located in the City of Beverly Hills, California, legally described as Lots 1, 2, 3 and 4 of Tract Map 54376 (collectively defined and referred to in the Original REOA as the “**Developer Parcel**”).

C. The Parking Authority is the fee owner of (i) the six (6) lots located in the City of Beverly Hills, California and legally described on Exhibit 3 attached hereto (collectively defined and referred to in the Original REOA as the “**Parking Authority Lots**”); and (ii) those certain tracts of land located in the City of Beverly Hills, California and legally described as Lots B, C, D and E of Tract Map 54376. The lots and tracts described in clauses (i) and (ii) of this Recital C are collectively defined and referred to in the REOA as the “**Parking Authority Parcel**”.

D. The City, the Parking Authority and the Developer are developing a new mixed-use project (the “**Project**”) on the Parking Authority Parcel, the City Parcel and the Developer Parcel. To facilitate the development and operation of the Project, the parties hereto entered into that certain Project Agreement dated as of December 8, 2004 by and among the City, the Parking Authority and the Developer relating to the Project (as amended from time to time, the “**Project Agreement**”). A copy of the Project Agreement is filed in the Office of the Beverly Hills City Clerk as Agreement 374-04.

E. Pursuant to the Project Agreement and as required by the approval of Tract Map 54376 by the City of Beverly Hills acting in its governmental capacity, the parties hereto entered into the Original REOA, thereby providing for various easements benefiting and burdening various portions of the Project, and for agreements, covenants and restrictions concerning the repair, maintenance, use and operation of certain portions of the Project.

F. As design and construction of the Project has proceeded in accordance with the provisions of the Project Agreement, the parties have agreed to make certain minor changes to the Project, and those changes require (and the parties hereto therefore desire and have agreed) that the Original REOA be modified and amended in the manner set forth in this Amendment.

#### AMENDMENTS

**NOW THEREFORE**, in consideration of the covenants, agreements and obligations stated in this Amendment, the City, the Parking Authority and the Developer hereby enter into this Amendment and agree as follows:

1. Defined Terms in this Amendment. As used in this Amendment, the following words, terms and phrases shall have the following meanings, unless a different meaning is specifically provided for in this Amendment or the context in which any such word, term or phrase is used requires otherwise:

“**City**” shall have the meaning stated in the first paragraph of this Amendment.

“**Developer**” shall have the meaning stated in the first paragraph of this Amendment.

“**Original REOA**” shall have the meaning stated in the first paragraph of this Amendment.

“**Parking Authority**” shall have the meaning stated in the first paragraph of this Amendment.

“**Project**” shall have the meaning stated in Recital D of this Amendment.

“**Project Agreement**” shall have the meaning stated in Recital D of this Amendment.

“**Tract Map 54376**” shall have the meaning stated in Recital A of this Amendment.

2. Section 1.1 (Definitions) Amended. Section 1.1 of the Original REOA shall be and hereby is amended by adding the following definitions thereto:

“**Municipal Surcharge**” shall have the meaning set forth in Section 2.23 below.

“**Substantial Completion of the Project**” shall mean the satisfaction of all requirements for the issuance of final certificates of occupancy or final building permits (as applicable) for the Project (other than interiors of Residential Condominium Units) by the City acting in its governmental capacity.

“**Tax Article**” shall have the meaning set forth in Section 2.23 below.

“**TOT**” shall have the meaning set forth in Section 2.23 below.

“**Transient Occupancy Revenue**” shall have the meaning set forth in Section 2.23 below.

“**Transient Occupancy Use**” shall have the meaning set forth in Section 2.23 below.

3. Section 2.16 (Garage Fan Shafts and Rooms) Amended. Section 2.16 of the Original REOA shall be and hereby is amended by adding a new paragraph at the end of such section stating in its entirety as follows:

The Parking Authority and the Hotel Property Owner acknowledge and agree that the fans described in this Section 2.16 will be powered by electricity from the electrical lines that serve the Garage.

4. Section 2.19 (Residential Condominium Parking Area Ventilation) Amended. Section 2.19 of the Original REOA shall be and hereby is amended by adding a new paragraph at the end of such section stating in its entirety as follows:

The Parking Authority and the Hotel Property Owner acknowledge and agree that the fans described in this Section 2.19 serve the Public Garage as well as the ducts and shafts described in this Section 2.19, and that such fans will be powered by electricity from the electrical lines that serve the Garage.

5. Section 2.20 (Hotel Storage Areas) Amended. Section 2.20 of the Original REOA shall be and hereby is amended by revising the first two (2) paragraphs of such Section 2.20 to state in their entirety as follows:

Pursuant to the Project Agreement, the Project will include (i) two storage areas for the Hotel located on level P-1 of the Garage and in the City Parcel as shown on Exhibit 17-A attached hereto; (ii) a storage area for the Hotel located in a mezzanine constructed in a portion of level P-1 of the Garage, which storage area is partially in the Parking Authority Parcel and partially in the City Parcel, as shown on Exhibit 17-B attached hereto; and (iii) a storage area for the Hotel located on level P-1 of the Garage, a portion of which will be in the City Parcel as shown on Exhibit 17-C attached hereto.

The City, as the owner of the City Parcel, hereby grants to the Developer an exclusive (subject to the provisions of Section 2.27 below) easement for the use, maintenance, repair, reconstruction and replacement of the storage areas (to the extent located in the City Parcel) described in clauses (i), (ii) and (iii) of the immediately preceding paragraph. The Parking Authority, as the owner of the Parking Authority Parcel, hereby grants to the Developer an exclusive (subject to the provisions of Section 2.27 below) easement for the use, maintenance, repair, reconstruction and replacement of the storage areas (to the extent located in the Parking Authority Parcel) described in clause (ii) of the immediately preceding paragraph. Each of the easements described in this paragraph shall be appurtenant to the Developer Parcel.

6. Section 2.21 (Hotel Kitchen Compressor Room) Amended. Section 2.21 of the Original REOA shall be and hereby is amended by revising the first two (2) paragraphs of such Section 2.21 to state in their entirety as follows:

Pursuant to the Project Agreement, the Project will include a kitchen compressor room for the Hotel on level P-1 of the Garage and in the City Parcel as shown on Exhibit 18 attached hereto.

The City, as the owner of the City Parcel, hereby grants to the Developer an exclusive (subject to the provisions of Section 2.27 below) easement for the use, maintenance, repair, reconstruction and replacement of such portions of such kitchen compressor room as is in the City Parcel. Such easement shall be appurtenant to the Developer Parcel.

7. Section 2.23 (Use of Easements to Facilitate Transient Occupancy of Residential Condominium Units) Added. A new Section 2.23 shall be and hereby is added to the Original REOA as follows:

2.23 Use of Easements to Facilitate Transient Occupancy of Residential Condominium Units. The creation, existence and use of the easements described in this REOA that burden the Parking Authority Parcels and Parking Authority Lots, including without limitation the structural support easements described in Section 2.9 above, the vehicular access easements to the Residential Condominium Parking Area described in Section 2.11 above, the easement for overhanging improvements described in Section 2.12 above, and the Residential Condominium Parking Area ventilation easements

described in Section 2.19 above will facilitate and are necessary for the use of the Residential Condominium Units. To the extent a Residential Condominium Unit is used for lodging or "transient occupancy" purposes, the revenue generated by such use would not be generated but for the existence and continuance of such easements.

Accordingly, the owner(s) of fee title to a Residential Condominium Unit that offers or makes such Residential Condominium Unit available for "lodging", "hotel" or "transient occupancy" use, or any other type of occupancy in exchange for compensation, for a period of less than six (6) consecutive months ("**Transient Occupancy Use**"), whether directly or through an agent or other person or entity, shall pay to the City (as agent for the Parking Authority), at the times and in the manner described in this Section 2.33, the amounts described in this Section 2.33 (the "**Municipal Surcharge**"). The Municipal Surcharge for each Residential Condominium Unit that is made available for Transient Occupancy Use shall be computed on the same base of revenue generated by the Transient Occupancy Use of such Residential Condominium Unit (the "**Transient Occupancy Revenue**") that is subject to the transient occupancy tax (the "**TOT**") imposed by the City pursuant to Title 3, Chapter 1, Article 3 of the Beverly Hills Municipal Code (the "**Tax Article**"), as the same was in effect on November 30, 2004 (and any amendment, revision, revocation or other change to the Tax Article that becomes effective after such date shall not apply to any Municipal Surcharge).

The Municipal Surcharge shall be in the following amounts:

(i) during the first 365 days (or 366 days, if a leap year is involved) after the date on which Substantial Completion of the Project occurs, seventeen percent (17%) of Transient Occupancy Revenue received;

(ii) during the first 365 days (or 366 days, if a leap year is involved) following the expiration of the period described in the immediately preceding clause (i), eighteen percent (18%) of Transient Occupancy Revenue received; and

(iii) thereafter, nineteen percent (19%) of Transient Occupancy Revenue received;

provided that the applicable amount set forth in the immediately preceding clauses (i) through (iii) shall, for a given Transient Occupancy Use, be reduced by the amount of TOT paid to the City with respect to such use, up to a maximum of fourteen percent (14%) of the Transient Occupancy Revenue for such Transient Occupancy Use.

The Municipal Surcharge shall be collected from the occupant(s) of a given Residential Condominium Unit each time that such Residential Condominium Unit is made available and occupied for Transient Occupancy Use. The amount of the Municipal Surcharge shall be separately stated from the amount of consideration charged for the occupancy of such Residential Condominium Unit and the related TOT under the Tax Article, and each such occupant shall be given a receipt for the Municipal Surcharge. The Municipal Surcharge shall be held in trust for the account of the Parking Authority until payment thereof is made to the City as provided below.

The fee owner(s) of a Residential Condominium Unit made available for Transient Occupancy Use shall include, with the periodic reporting for and payment of TOT then required by the Tax Article, separate reports for and payments of the related Municipal Surcharge(s), which reports shall be in such form as the City may from time-to-time require. Payments of the Municipal Surcharge shall be made payable to the City, and the City shall be the agent of the Parking Authority for the purpose of accepting, reviewing and verifying the accuracy of such reports and payments.

If the fee owner(s) of a Residential Condominium Unit offered or otherwise made available for Transient Occupancy Use fails to pay any Municipal Surcharge when due, then such Municipal Surcharge shall bear, and such owner(s) shall pay, interest thereon at the rate then provided in the Tax Article for delinquent payments of TOT, from the date on which such payment is due until the date on which such payment is made.

The fee owner(s) of a Residential Condominium Unit offered or otherwise made available for Transient Occupancy Use shall keep and preserve, for a period of three (3) years after the date on which any Municipal Surcharge is to be paid, records pertaining to such Municipal Surcharge sufficient to demonstrate the manner by which such Municipal Surcharge was calculated and paid.

Each fee owner of a Residential Condominium Unit, by offering or otherwise making its Residential Condominium Unit available, directly or indirectly through an agent or other person or entity, for Transient Occupancy Use agrees to submit such reports and make such payments, or cause any such agent or other person or entity to submit such reports and make such payments, in the manner and in the amounts required by this Section 2.33.

The use by any such fee owner(s) of an agent or other person or entity in connection with the offering or making of any Residential Condominium Unit available for Transient Occupancy Use shall not release such fee owner(s) from any liability or obligation under this Section 2.33, and such fee owners(s) shall have and retain all such liabilities and obligations notwithstanding the use or involvement of any agent or other person or entity for or in connection with such offering or making available of such Residential Condominium Unit.

This Section 2.33 shall not be deleted or amended without the prior written consent of the City of Beverly Hills given in the manner then required by the applicable provisions of the Beverly Hills Municipal Code.

8. Section 2.26 (Common Sump Pump) Amended. Section 2.26 of the Original REOA shall be and hereby is amended by (i) revising the title thereof to state "Common Sump Pumps", and (ii) revising the text thereof to state in its entirety as follows:

Common Sump Pumps. Pursuant to the Project Agreement, the Project will include four (4) sump pumps that will service both the Garage and the Hotel/Residential Building, each of which will be located on level P-4 of the Garage, one of which is in the City Parcel, and three of which are in the Parking Authority Parcel, as shown on Exhibit 23 attached hereto.

Pursuant to the Project Agreement, the Developer shall be solely responsible for the initial installation of such sump pumps in such locations.

The Parking Authority, as the Owner of the Parking Authority Parcel, hereby grants the Developer an easement for the placement, maintenance, repair, replacement and use of such sump pumps (to the extent located in the Parking Authority Parcel). The City, as the Owner of the City Parcel, hereby grants the Developer an easement for the placement, maintenance, repair, replacement and use of such sump pumps (to the extent located in the City Parcel). Such easements shall be appurtenant to the Developer Parcel.

The easements granted in this Section 2.26 shall be perpetual; provided, however, that if (x) the Hotel/Residential Building is disconnected from such sump pumps and not reconnected within forty-eight (48) months thereafter, or (y) the Garage is completely destroyed or removed, and the party or parties then owning the Garage have no obligation to rebuild or replace the Garage, then in either case the easements granted by this Section 2.26 shall terminate.

Subject to the provisions of Section 8.2(b) below, the Hotel Property Owner shall, at its sole cost and expense, coordinate and/or conduct the operation of and any and all repair, maintenance, renewal and replacement of the sump pumps that are governed by the easements granted in this Section 2.26 in a reasonable manner so as to keep such sump pumps in good condition, repair and operation in accordance with Applicable Law. Nothing in this Section 2.26 is intended to preclude the Residential Condominium Documents from providing for reimbursement by the owners of the Residential Condominium Units to the Hotel Property Owner and/or the Master Association of a portion of such costs and expenses in the manner stated in the Condominium Documents.

The Parking Authority and the Hotel Property Owner acknowledge and agree that the sump pumps described in this Section 2.26 will be powered by electricity from the electrical lines that serve the Garage.

9. Section 2.28 (Encroachment Easements) Amended. Section 2.28 of the Original REOA shall be and hereby is amended by (i) changing the title of such section from "General Encroachment Easements" to "Encroachment Easements", and (ii) adding a two new paragraphs at the end of such section stating in their entirety as follows:

In addition to the general encroachment easements described in the foregoing paragraphs of this Section 2.28, the City, as the Owner of the New Alley, hereby grants to the Developer an easement for the portion of the Hotel (including the exterior wall thereof) that will encroach into the New Alley in the manner and to the extent described in Exhibit 25 attached hereto. The easement granted in this paragraph shall be perpetual; provided, however, the if the portion of the Hotel/Residential Building that encroaches into the New Alley as shown on Exhibit 25 is removed and not replaced within forty-eight months thereafter, then the easement granted in this paragraph shall terminate.

The Hotel Property Owner shall, at its sole cost and expense, coordinate and/or conduct any and all repair and maintenance of the portion of the Hotel/Residential Building that

encroaches into the New Alley as shown on Exhibit 25 in a reasonable manner so as to keep such portion of the Hotel/Residential Building in safe, good, neat and clean condition and repair.

The City, as the Owner of the New Alley, also grants to the Developer an easement for encroachment of light fixtures and utility pipes, lines and related facilities into the portion of the New Alley that is sixteen (16) feet or more above the surface of the New Alley. The easement granted in this paragraph shall be perpetual; provided, however, the if the Hotel/Residential Building is removed and not replaced within forty-eight months thereafter, then the easement granted in this paragraph shall terminate.

The Hotel Property Owner shall, at its sole cost and expense, coordinate and/or conduct any and all repair and maintenance of such light fixtures and utility pipes, lines and related facilities in a reasonable manner so as to keep such light fixtures and utility pipes, lines and related facilities in safe, good, neat and clean condition and repair.

10. Section 2.29(b) (Construction and Other Work) Amended. Section 2.29(b) of the Original REOA shall be and hereby is amended by revising clause (iv)(2) thereof to state in its entirety as follows:

(2) to the extent any such work will occur above, on, in or under any portion of the Garage, Gardens, Gardens Building and/or New Alley, or would in any manner affect the use, operation or appearance of any portion of the Garage, Gardens, Gardens Building and/or New Alley, the following additional requirements shall apply to facilitate the continued operation of the Garage, Gardens, Gardens Building and/or New Alley during such work:

(A) the Party Responsible proposing to do such work shall prepare a reasonably detailed written work plan describing the work to be performed, the manner in which such work will be performed, the schedule therefor and any other matters that the Party Responsible for the Parcel on which such work is to be performed or which may be affected by such work may reasonably require, and obtain the prior written approval of such Party Responsible to such work plan before proceeding with such work.

(B) Without limiting the generality of the immediately preceding clause (A), the Party Responsible for the Parcel on which such work is to be performed or which may be affected by such work may condition its approval of such work plan on reasonable conditions that facilitate the continued operation of the Garage, Gardens, Gardens Building and/or New Alley, as applicable, in a first-class manner during such work.

(C) The Party responsible proposing to do such work shall comply with the approved work plan, including hours during which the work may be performed, the duration of such work and all measures required to minimize any dust, noise, interference with access or other interference with the operation of the Garage, Gardens, Gardens Building and/or New Alley, as applicable, in a first-class manner.

11. Section 3.3 (Maintenance and Repair; Garage Expenses) Amended. Section 3.3 of the Original REOA shall be and hereby is amended by revising the second paragraph thereof to state in its entirety as follows:

The costs and expenses incurred by the Parking Authority in maintaining and repairing the Public Garage as required by this Section 3.3, including without limitation utility costs and expenses, (collectively, the “Garage Expenses”) shall be allocated forty-one and three-tenths percent (41.3%) to the Hotel Property Owner and fifty-eight and seven-tenths percent (58.7%) to the Parking Authority.

12. Exhibits 11-A, 11-B and 11-C (Overhanging Improvements) Replaced. Exhibits 11-A, 11-B and 11-C as attached to the Original REOA shall be and hereby are replaced and superseded by the revised Exhibits 11-A, 11-B and 11-C attached to this Amendment.

13. Exhibit 13 (Fan Shafts and Rooms) Replaced. Exhibit 13 as attached to the Original REOA shall be and hereby is replaced and superseded by the revised Exhibit 13 attached to this Amendment.

14. Exhibit 17-B (Hotel Mezzanine Storage Area) Replaced and Exhibit 17-C (Hotel Storage Area) Added. Exhibit 17-B as attached to the Original REOA shall be and hereby is replaced by the revised Exhibit 17-B attached to this Amendment, and Exhibit 17-C as attached to this Amendment shall be the Exhibit 17-C to which the revised paragraphs of Section 2.20 as set forth in Section 5 of this Amendment refer.

15. Exhibit 18 (Hotel Kitchen Compressor Room) Replaced. Exhibit 18 as attached to the Original REOA shall be and hereby is replaced and superseded by the revised Exhibit 18 attached to this Amendment.

16. Exhibit 23 (Common Sump Pump Locations) Replaced. Exhibit 23 as attached to the Original REOA shall be and hereby is replaced and superseded by the revised Exhibit 23 attached to this Amendment.

17. Exhibit 25 (Hotel Encroachment into New Alley) Added. Exhibit 25 as attached to this Amendment shall be the Exhibit 25 to which the new paragraphs of Section 2.28 as set forth in Section 8 of this Amendment refer.

18. Miscellaneous. Except as amended and revised by this Amendment, the Original REOA shall and hereby is agreed to remain in full force and effect without modification. This Amendment shall be governed in all respects by the laws of the State of California. The parties hereto acknowledge and agree that any dispute between or among the parties hereto in connection with or relating to this Amendment shall be governed by the provisions of Article 9 of the Original REOA.

**IN WITNESS WHEREOF**, the parties hereto have entered into this Amendment as of the date first set forth above.

“City”

**CITY OF BEVERLY HILLS,**  
a municipal corporation

\_\_\_\_\_  
**BARRY BRUCKER**

**Mayor of the City of Beverly Hills,**  
**California**

**ATTEST:**

\_\_\_\_\_(SEAL)

**BYRON POPE**

**City Clerk**

“Parking Authority”

**PARKING AUTHORITY OF THE**  
**CITY OF BEVERLY HILLS**

\_\_\_\_\_  
**BARRY BRUCKER**

**Chairman of the Parking Authority**  
**of the City of Beverly Hills**

**ATTEST:**

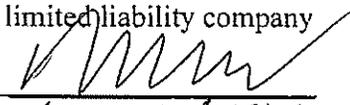
\_\_\_\_\_(SEAL)

**BYRON POPE**

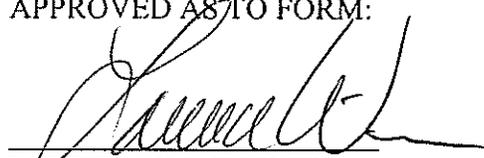
**Clerk of the Parking Authority**  
**of the City of Beverly Hills**

“Developer”

BEVERLY HILLS LUXURY  
HOTEL LLC,  
a Delaware limited liability company

By:   
Name: Michael G. Hohr  
Title: Manager

APPROVED AS TO FORM:

  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
RODERICK J. WOOD  
City Manager

  
DAVID LIGHTNER  
Deputy City Manager

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STATE OF CALIFORNIA )  
 )  
COUNTY OF Santa Clara )

On April 7<sup>th</sup>, 2008, before me, Katherine Hardwick, a Notary Public in and for the State of California, personally appeared Michael Gilbert Mohr, personally known to me (or 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.



Katherine Hardwick  
Notary Public in and for the State of California

STATE OF CALIFORNIA )  
 )  
COUNTY OF )

On \_\_\_\_\_, 200\_\_, before me, \_\_\_\_\_, a Notary Public in and for the State of California, personally appeared \_\_\_\_\_, personally known to me (or 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, and that by his/her/their signature on the instrument, the person(s), or the entity upon behalf of which the person 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.

\_\_\_\_\_  
Notary Public in and for the State of California

(SEAL)

STATE OF CALIFORNIA        )  
                                          )  
COUNTY OF                    )

On \_\_\_\_\_, 200\_\_\_, before me, \_\_\_\_\_,  
a Notary Public in and for the State of California, personally appeared \_\_\_\_\_,  
personally known to me (or 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.

\_\_\_\_\_  
Notary Public in and for the State of California

(SEAL)

STATE OF CALIFORNIA        )  
                                          )  
COUNTY OF                    )

On \_\_\_\_\_, 200\_\_\_, before me, \_\_\_\_\_,  
a Notary Public in and for the State of California, personally appeared \_\_\_\_\_,  
personally known to me (or 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, and  
that by his/her/their signature on the instrument, the person(s), or the entity upon behalf of which  
the person 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.

\_\_\_\_\_  
Notary Public in and for the State of California

(SEAL)

STATE OF CALIFORNIA            )  
                                                  )  
COUNTY OF                            )

On \_\_\_\_\_, 200\_\_\_\_, before me, \_\_\_\_\_,  
a Notary Public in and for the State of California, personally appeared \_\_\_\_\_,  
\_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person whose name is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and  
that by his/her/their signature on the instrument, the person(s), or the entity(ies) upon behalf of  
which the person 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.

\_\_\_\_\_  
Notary Public in and for the State of California

(SEAL)

FIRST AMENDMENT TO RECIPROCAL EASEMENTS AND OPERATIONS AGREEMENT

**CERTIFICATE OF ACCEPTANCE**  
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain First Amendment to Reciprocal Easements and Operations Agreement dated \_\_\_\_\_, 200\_, from BEVERLY HILLS LUXURY HOTEL LLC, a Delaware limited liability company, to THE PARKING AUTHORITY OF THE CITY OF BEVERLY HILLS, a parking authority established pursuant to the Parking Law of 1949 of the State of California (the "Parking Authority"), which is a governmental agency, is hereby accepted by the undersigned officer on behalf of the Parking Authority pursuant to the authority conferred by resolution of the \_\_\_\_\_ of the Parking Authority adopted on \_\_\_\_\_, 200\_, and that the Parking Authority consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 200\_

PARKING AUTHORITY OF THE  
CITY OF BEVERLY HILLS

\_\_\_\_\_  
RODERICK J. WOOD,  
Executive Director

STATE OF CALIFORNIA            )  
                                                  )  
COUNTY OF LOS ANGELES        )

On \_\_\_\_\_, 200\_\_\_\_, before me, \_\_\_\_\_,  
a Notary Public in and for the State of California, personally appeared \_\_\_\_\_,  
\_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person whose name 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/they signature on the instrument, the person(s), or the entity(ies) 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.

\_\_\_\_\_  
Notary Public in and for the State of California

(SEAL)

FIRST AMENDMENT TO RECIPROCAL EASEMENTS AND OPERATIONS AGREEMENT

**CERTIFICATE OF ACCEPTANCE**  
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain First Amendment to Reciprocal Easements and Operations Agreement dated \_\_\_\_\_, 200\_, from BEVERLY HILLS LUXURY HOTEL LLC, a Delaware limited liability company, to CITY OF BEVERLY HILLS, a California municipal corporation (the "City"), which is a governmental agency, is hereby accepted by the undersigned officer on behalf of the City pursuant to the authority conferred by resolution of the \_\_\_\_\_ of the City adopted on \_\_\_\_\_, 200\_, and that the City consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 200\_

CITY OF BEVERLY HILLS,  
a municipal corporation

\_\_\_\_\_  
RODERICK J. WOOD,  
City Manager

STATE OF CALIFORNIA            )  
                                          )  
COUNTY OF LOS ANGELES        )

On \_\_\_\_\_, 200\_\_\_\_, before me, \_\_\_\_\_,  
a Notary Public in and for the State of California, personally appeared \_\_\_\_\_  
\_\_\_\_\_, personally known to me (or 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 authorized capacity(ies), and  
that by his/her/their signature on the instrument, the person(s), or the entity upon behalf of which  
the person 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.

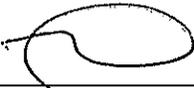
\_\_\_\_\_  
Notary Public in and for the State of California

(SEAL)

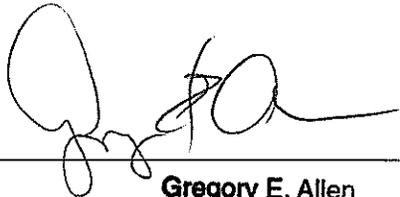
**CONSENT OF MORTGAGEE**

HSH NORDBANK AG, NEW YORK BRANCH, as agent for and on behalf of itself and other lender, the beneficiary under a certain deed of trust (the "Deed of Trust") on the Property dated November 28, 2006 and recorded November 28, 2006 as Instrument Number 06-2620918 hereby consents to the execution, delivery and recording of the First Amendment to Reciprocal Easements and Operations Agreement (the "Amendment") and agrees that the lien of the Deed of Trust is subordinate to the Amendment.

HSH NORDBANK AG, NEW YORK BRANCH

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

Name: **Matthew O'Hara**  
**Senior Vice President**  
Title: **HSH Nordbank AG, New York Branch**

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

Name: **Gregory E. Allen**  
**Senior Vice President**  
Title: **HSH Nordbank**

STATE OF New York )  
 )  
COUNTY OF New York )

On April 3rd, 2008, before me, Monica I. Yuknek, a Notary Public in and for the State of New York, personally appeared Matthew O'Hara SVP, personally known to me (or 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 New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Monica I. Yuknek  
Notary Public in and for the State of New York

MONICA I. YUKNEK  
Notary Public, State of New York  
No. 41-4934668  
Qualified in Nassau County  
Certificate filed in New York County  
Commission Expires June 20, 2012

(SEAL)

STATE OF New York )  
 )  
COUNTY OF New York )

On April 3rd, 2008, before me, Monica I. Yuknek, a Notary Public in and for the State of New York, personally appeared Gregory E. Allen SVP, personally known to me (or 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 New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Monica I. Yuknek  
Notary Public in and for the State of New York

MONICA I. YUKNEK  
Notary Public, State of New York  
No. 41-4934668  
Qualified in Nassau County  
Certificate filed in New York County  
Commission Expires June 20, 2012

(SEAL)

**EXHIBIT 1 TO FIRST AMENDMENT TO  
RECIPROCAL EASEMENTS AND OPERATIONS AGREEMENT  
Legal Description of Canon Drive Land**

RBF Consulting  
14725 Alton Parkway  
Irvine, California 92618

October 16, 2006  
JN 10-102547

**LEGAL DESCRIPTION**

**CANON DRIVE LAND**

That certain parcel of land situated in the City of Beverly Hills, County of Los Angeles, State of California, being that portion of Canon Drive as shown on a map of Beverly filed in Book 11, Page 94 of Maps in the Office of the County Recorder of Los Angeles County, included within a strip of land 43.00 feet wide, the southwesterly line of which is described as follows:

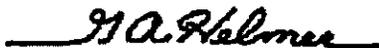
**BEGINNING** at the northerly corner of Lot 24 of said map of Beverly; thence along the northeasterly line of said lot and the northeasterly lines of Lots 23 and 22 of said map of Beverly South 39°31'30" East 150.00 feet to the northerly corner of Lot 1 of Tract No. 54376 as shown on the map thereof filed in Book 1225 Pages 28 through 41 of said maps; thence along the northeasterly line of said Lot 1 South 39°18'03" East 200.13 feet to the most easterly corner of said Lot 1.

Said strip of land shall be lengthened or shortened so as to originate in the northeasterly prolongation of the northwesterly line of said Lot 24 and terminate in the northeasterly prolongation of the southeasterly line of said Lot 1.

**CONTAINING:** 15,059 Square Feet

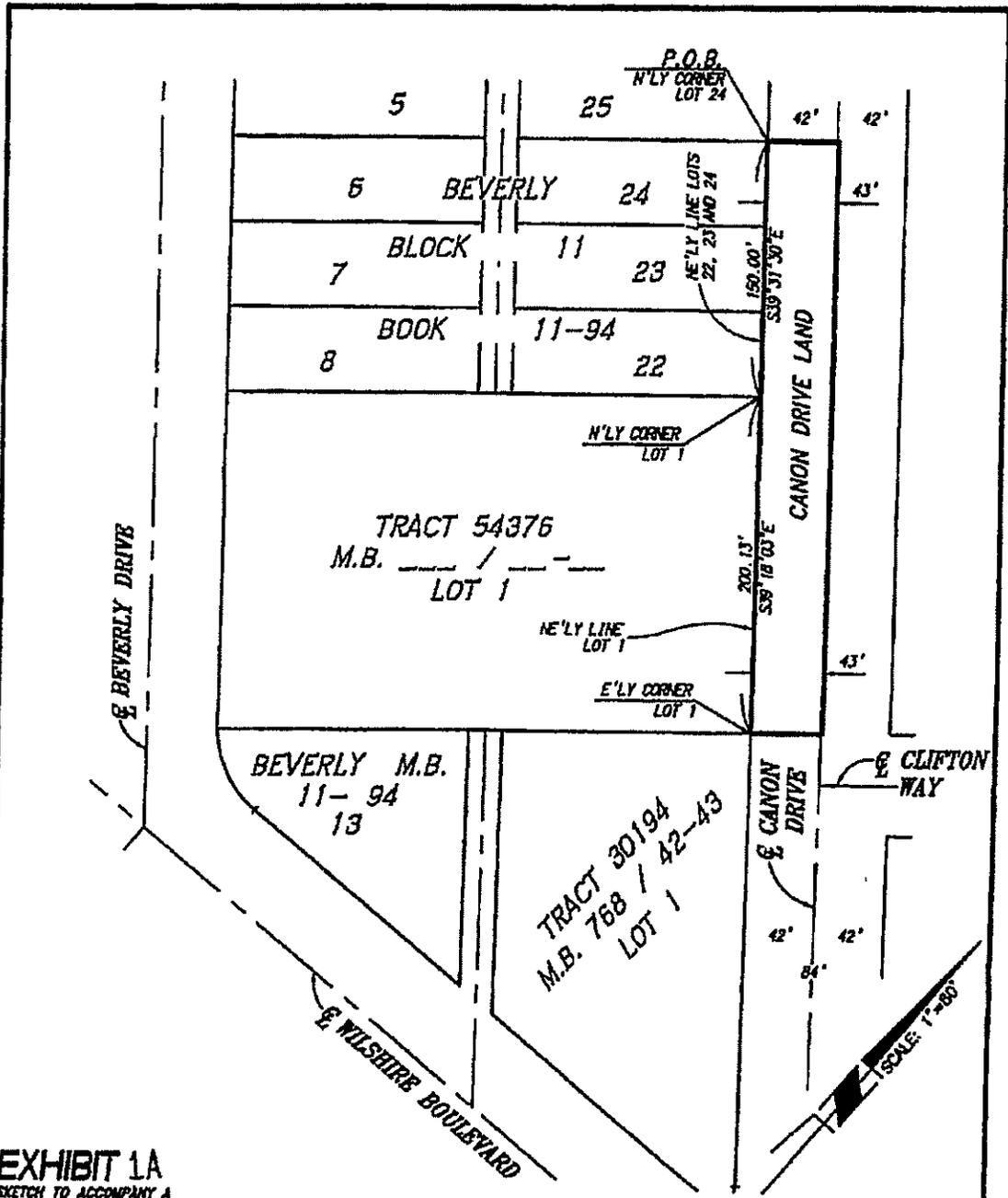
**SUBJECT TO** all Covenants, Rights, Rights-of-Way and Easements of Record.

**EXHIBIT 1A** attached and by this reference made a part hereof.



Gregory A. Helmer, L.S. 5134





**EXHIBIT 1A**  
 SKETCH TO ACCOMPANY A  
 LEGAL DESCRIPTION FOR  
 CANON DRIVE LAND

CONTAINING 15,059 S.F.

**RBF** PLANNING & DESIGN & CONSTRUCTION  
 CONSULTING

1075 ALTON PARKWAY  
 IRVINE, CALIFORNIA 92618-3007  
 949.472.8000 • FAX: 949.472.8079 • www.rbf.com

OCTOBER 16, 2005 J.N. 10-102547  
 H:\POLY\10102547\CADD\MAPPING\ESR\10102547\ESD14.DWG

SHEET 1 OF 1

**EXHIBIT 2 TO FIRST AMENDMENT TO  
RECIPROCAL EASEMENTS AND OPERATIONS AGREEMENT**

**Legal Description of Beverly Drive Land**

RBF Consulting  
14725 Alton Parkway  
Irvine, California 92618

October 16, 2006  
JN 10-102547

**LEGAL DESCRIPTION**

**BEVERLY DRIVE LAND**

That certain parcel of land situated in the City of Beverly Hills, County of Los Angeles, State of California, being that portion of Beverly Drive as shown on a map of Beverly filed in Book 11, Page 94 of Maps in the Office of the County Recorder of Los Angeles County, included within a strip of land 17.00 feet wide, the northeasterly line of which is described as follows:

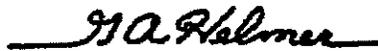
**BEGINNING** at the westerly corner of Lot 6 of said map of Beverly; thence along the southwesterly line of said lot and the southwesterly lines of Lots 7 and 8 of said map of Beverly South 39°31'30" East 150.00 feet to the westerly corner of Lot 1 of Tract No. 54376 as shown on the map thereof filed in Book 1325 Pages 38 through 41 of said maps; thence along the southwesterly line of said Lot 1 South 39°19'08" East 198.35 feet to the beginning of a tangent curve concave northeasterly and having a radius of 65.00 feet; thence along said curve southeasterly 1.78 feet through a central angle of 01°34'19" to the southerly corner of said Lot 1.

Said strip of land shall be lengthened or shortened so as to originate in the southwesterly prolongation of the northwesterly line of said Lot 6 and terminate in the southwesterly prolongation of the southeasterly line of said Lot 1.

**CONTAINING:** 5,954 Square Feet

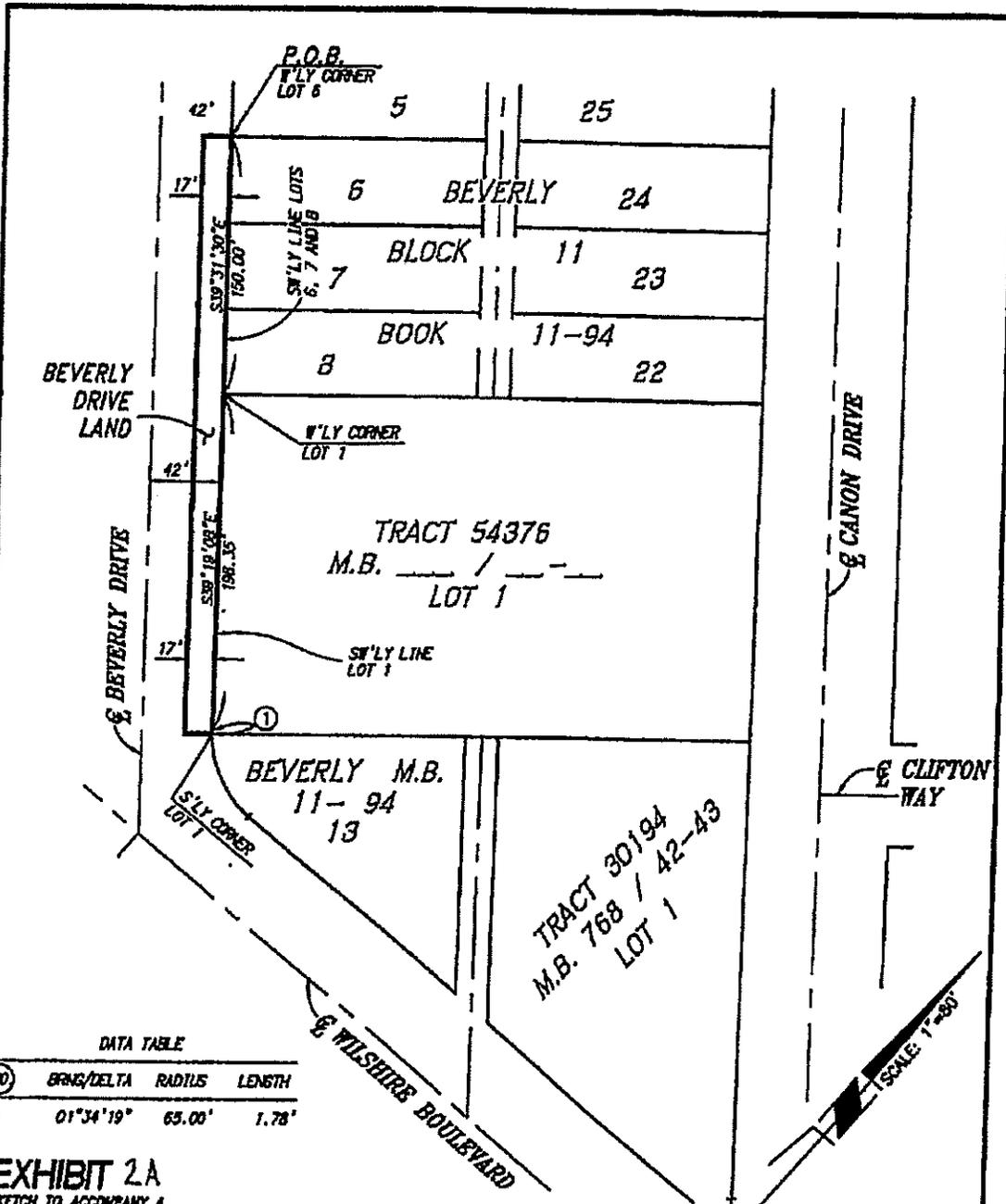
**SUBJECT TO** all Covenants, Rights, Rights-of-Way and Easements of Record.

**EXHIBIT 2A** attached and by this reference made a part hereof.



Gregory A. Helmer, L.S. 5134





DATA TABLE

| NO | Bearing/Delta | RADIUS | LENGTH |
|----|---------------|--------|--------|
| 1  | 01°34'19"     | 65.00' | 1.78'  |

**EXHIBIT 2A**  
 SKETCH TO ACCOMPANY A  
 LEGAL DESCRIPTION FOR  
 BEVERLY DRIVE LAND

CONTAINING 5,954 S.F.

**RBF**  
 CONSULTING  
 PLANNING & DESIGN & CONSTRUCTION  
 1025 ALTON PARKWAY  
 IRVINE, CALIFORNIA 92618-3027  
 949.251.1100 • FAX 949.251.1107 • www.rbf.com

OCTOBER 15, 2008 J.N. 10-102547

R:\DATA\10102547\CADD\MAPPLING\EXHIBIT\2547EX013.DWG

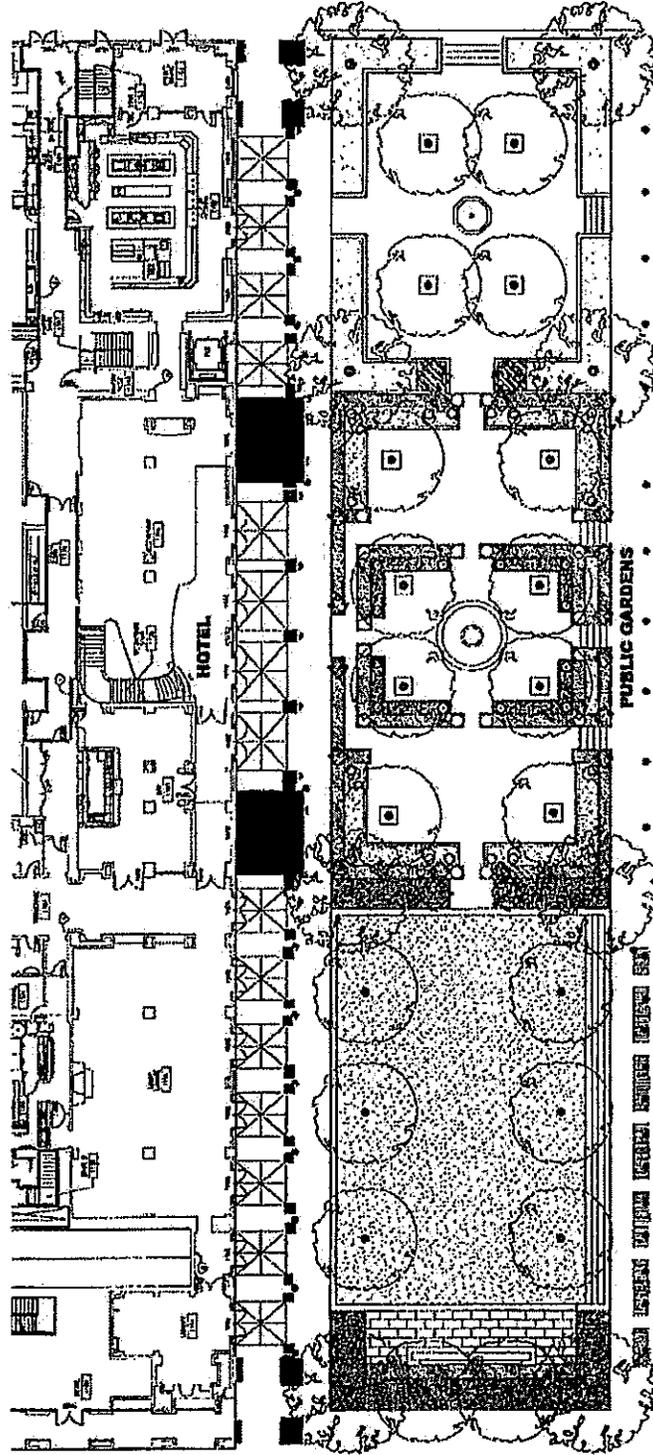
**EXHIBIT 3 TO FIRST AMENDMENT TO  
RECIPROCAL EASEMENTS AND OPERATIONS AGREEMENT**

**Legal Description of Parking Authority Lots**

Lots 6, 7, 8, 22, 23 and 24, in Block 11 of Beverly, in the City of Beverly Hills, County of Los Angeles, State of California, as per the map recorded in Book 11, Page 94 of Maps, in the Official Records of said County.

**EXHIBIT 11-A TO FIRST AMENDMENT TO  
RECIPROCAL EASEMENTS AND OPERATIONS AGREEMENT  
Revised Improvements Overhanging Gardens**

REOA Exhibit 11A  
Improvements Overhanging Gardens

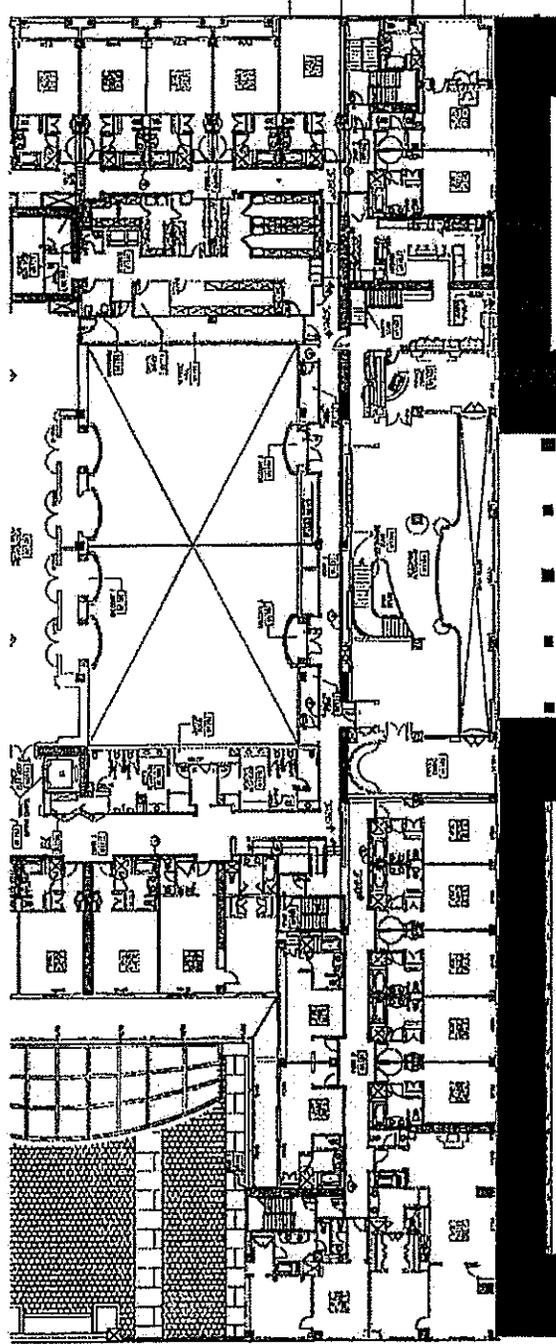


Montage Hotel  
Level One Plan  
Garden Elevation  
Enclanchment Areas

Project North



**REDA Exhibit 11A**  
**Improvements Overhanging Gardens**

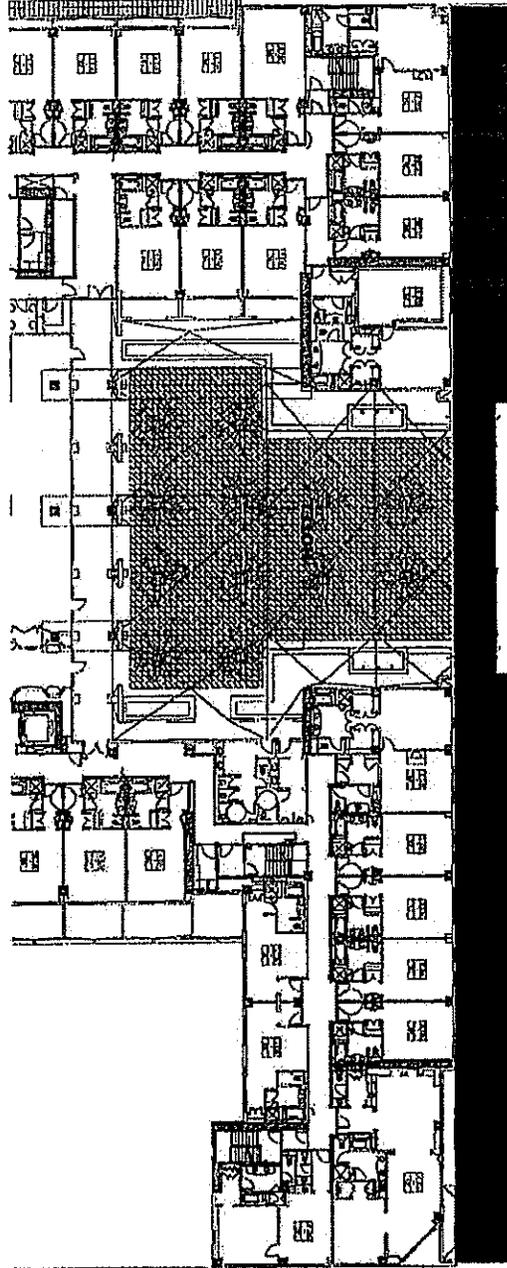


**Montage Hotel**  
**Mezzanine Plan**  
**Garden Elevation**

**Project North** 

 **Enchancement Areas**

**REOA Exhibit 11A  
Improvements Overhanging Gardens**

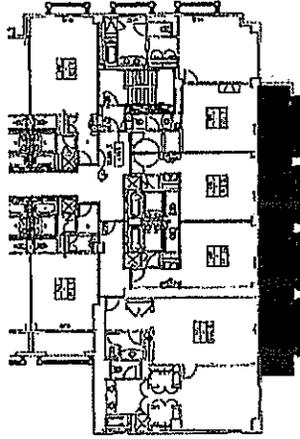


**Montage Hotel  
Level Two Plan  
Garden Elevation**

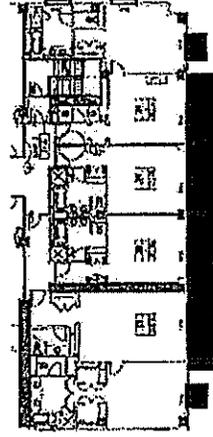
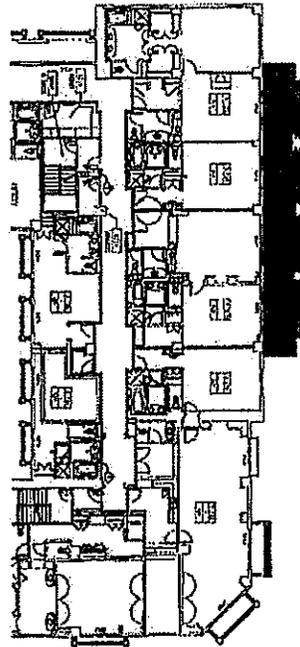
**Encroachment Areas**

**Project North** 

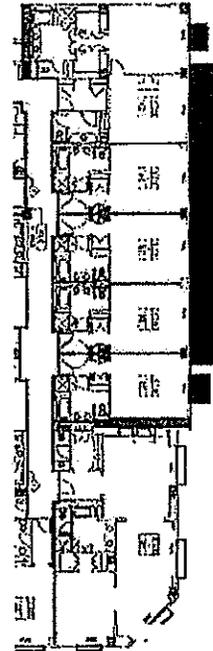
REOA Exhibit 11A  
Improvements Overhanging Gardens



LEVEL FOUR



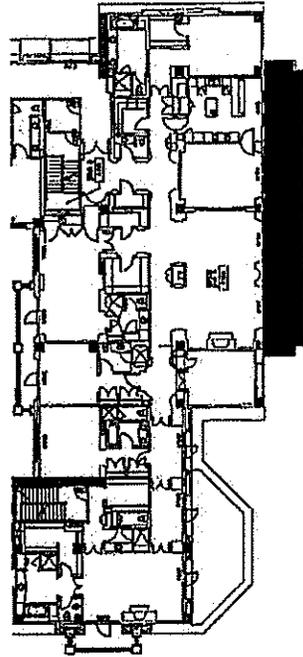
LEVEL THREE



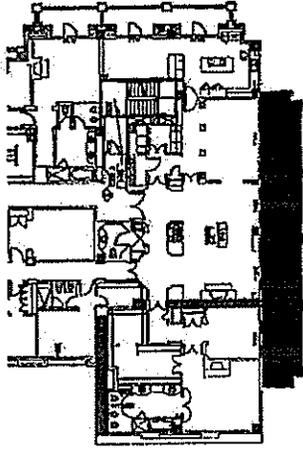
Montage Hotel  
Levels Three and Four  
Enchroachment Areas



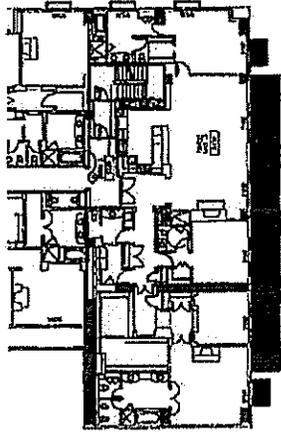
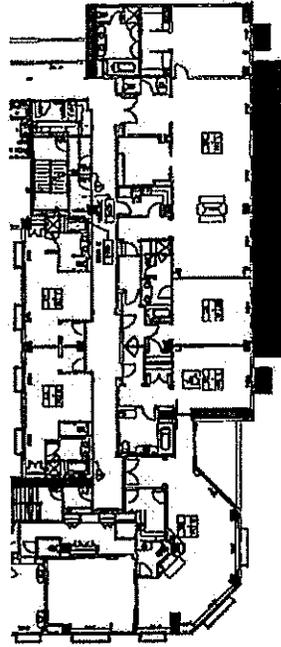
REOA Exhibit 11A  
Improvements Overhanging Gardens



LEVEL SIX



LEVEL FIVE

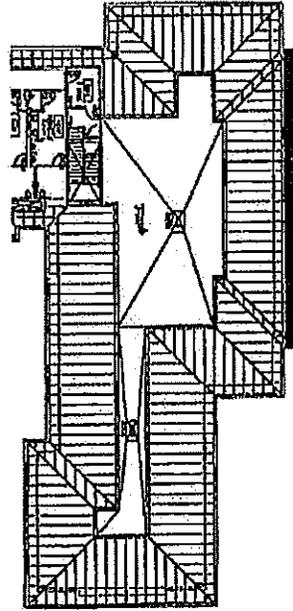


Montage Hotel  
Levels Five and Six  
Encroachment Areas

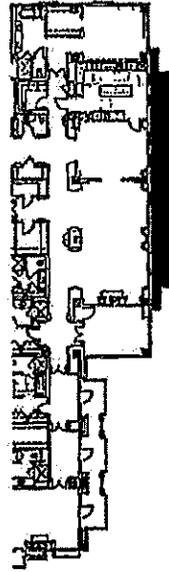
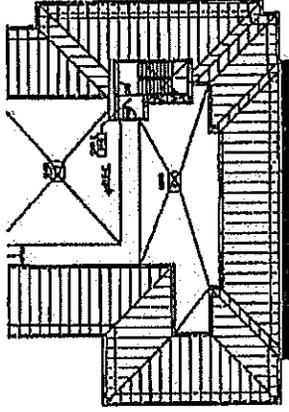
Project North



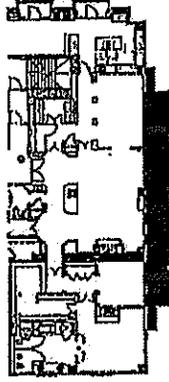
REOA Exhibit 11A  
Improvements Overhanging Gardens



LEVEL EIGHT



LEVEL SEVEN

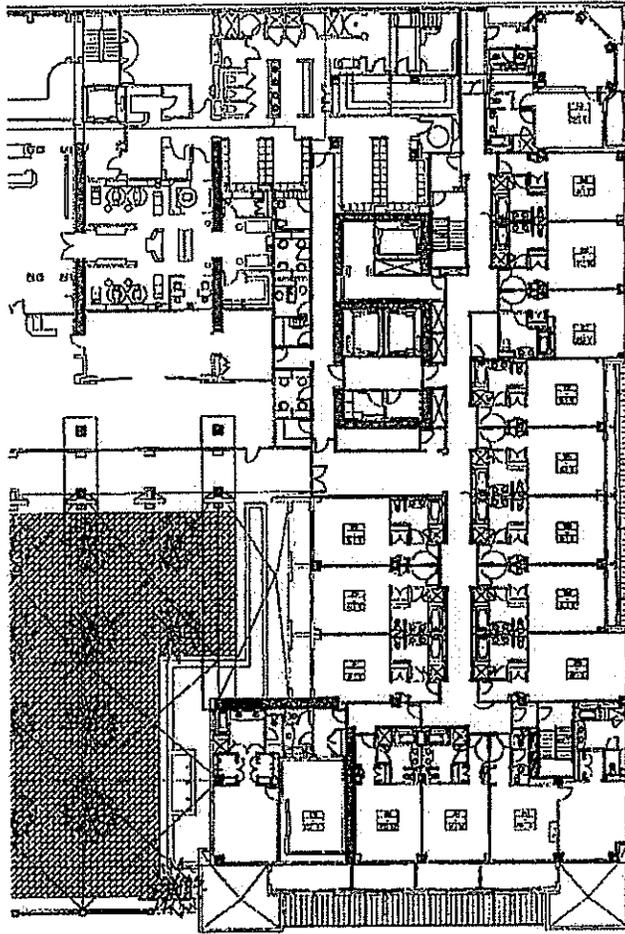


Montage Hotel  
Levels Seven and Eight  
Garden Elevation  
Encroachment Areas

Project North 

**EXHIBIT 11-B TO FIRST AMENDMENT TO  
RECIPROCAL EASEMENTS AND OPERATIONS AGREEMENT  
Revised Improvements Overhanging Beverly Drive Land**

**REOA Exhibit 11B  
Improvements Overhanging  
Beverly Drive Land**



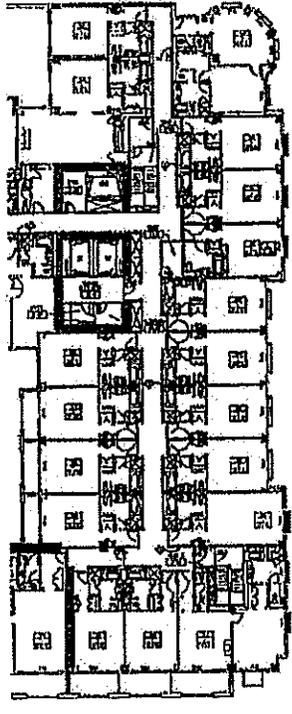
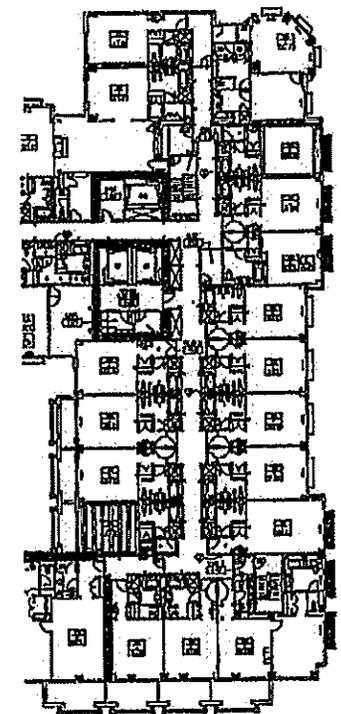
**LEVEL TWO**

**Montage Hotel  
Level Two  
Beverly Drive  
Encroachment Areas**

**Project North**

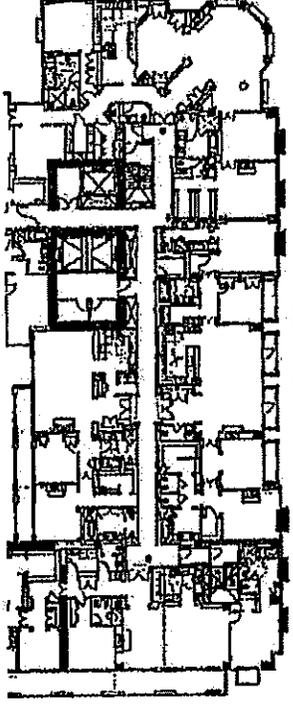
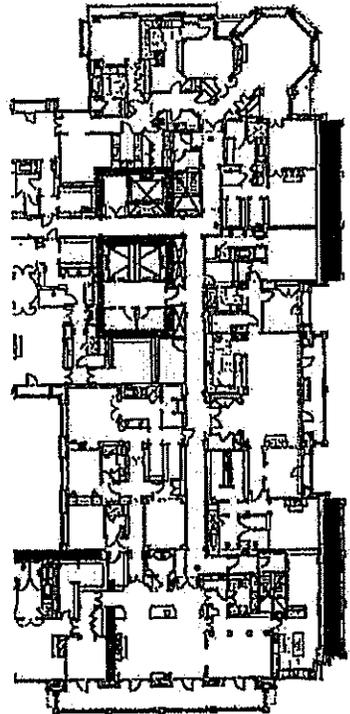


RECA Exhibit 11B  
Improvements, Overlaid  
Beverly Drive Land

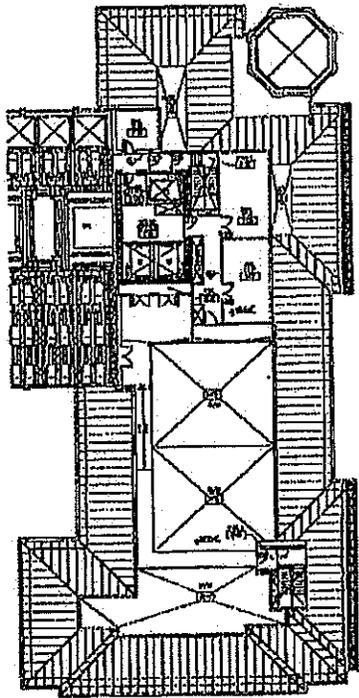


Project North

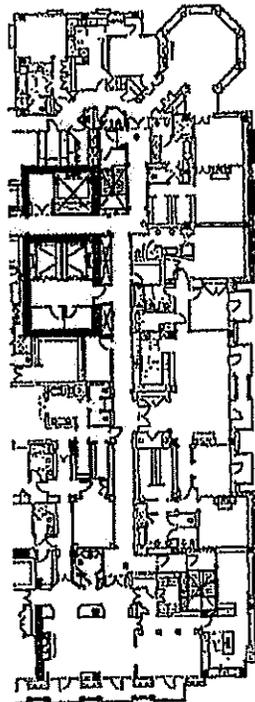
Montage Hotel  
Levels Three thru Six  
Beverly Drive  
Encroachment Areas



REDA Exhibit 11B  
Improvements Overlaid  
Beverly Drive Land



LEVEL EIGHT



LEVEL SEVEN

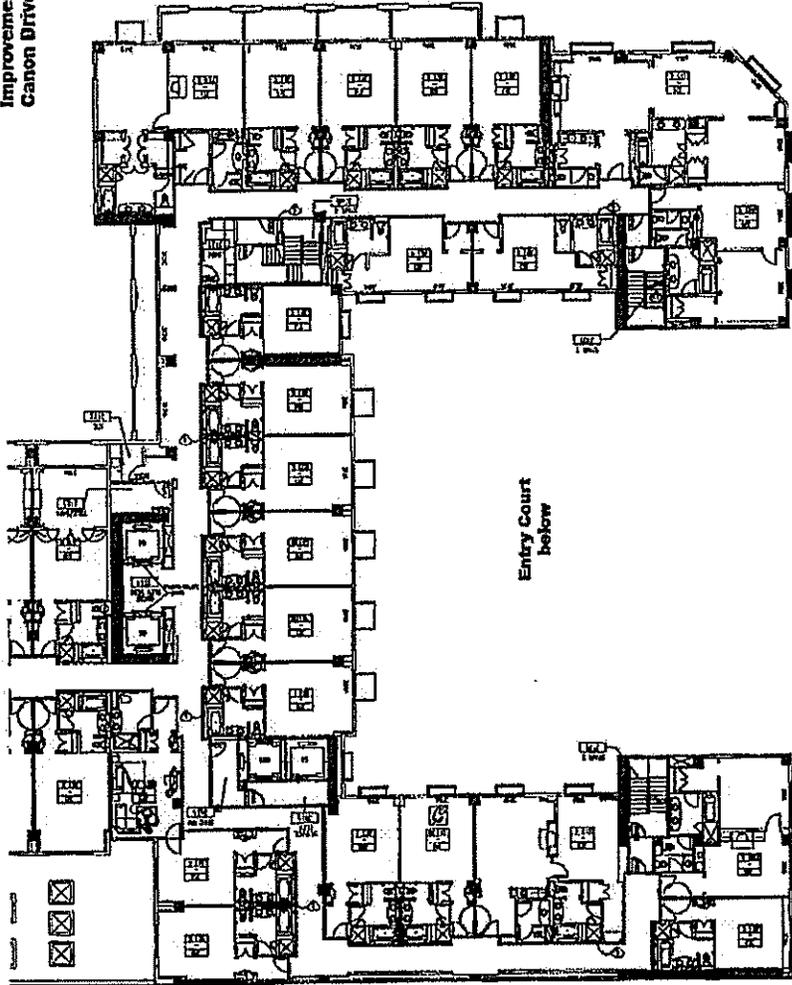
Project North

Marriage Hotel  
Levels Seven and Eight  
Beverly Drive  
Encroachment Areas



**EXHIBIT 11-C TO FIRST AMENDMENT TO  
RECIPROCAL EASEMENTS AND OPERATIONS AGREEMENT  
Revised Improvements Overhanging Canon Drive Land**

REOA Exhibit 11C  
Improvements Overhanging  
Canon Drive Land

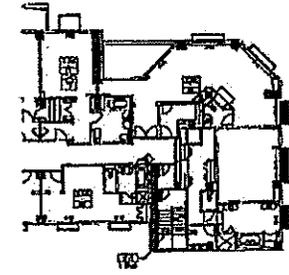


LEVEL THREE

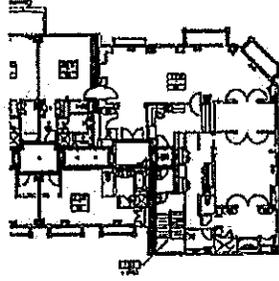
Montage Hotel  
Level Three  
Canon Drive  
Enchancement Areas



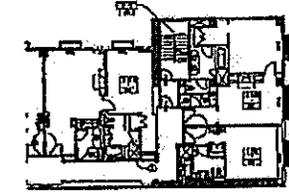
**REOA Exhibit 11C  
Improvements Overhanging  
Canon Drive Land**



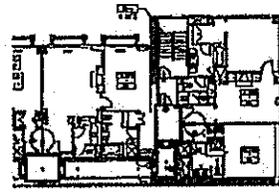
**LEVEL FIVE**



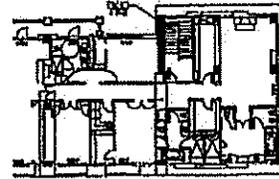
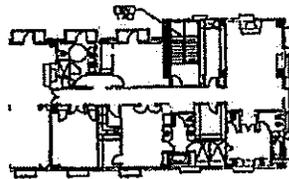
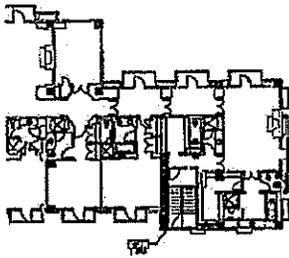
**LEVEL FOUR**



**LEVEL SEVEN**



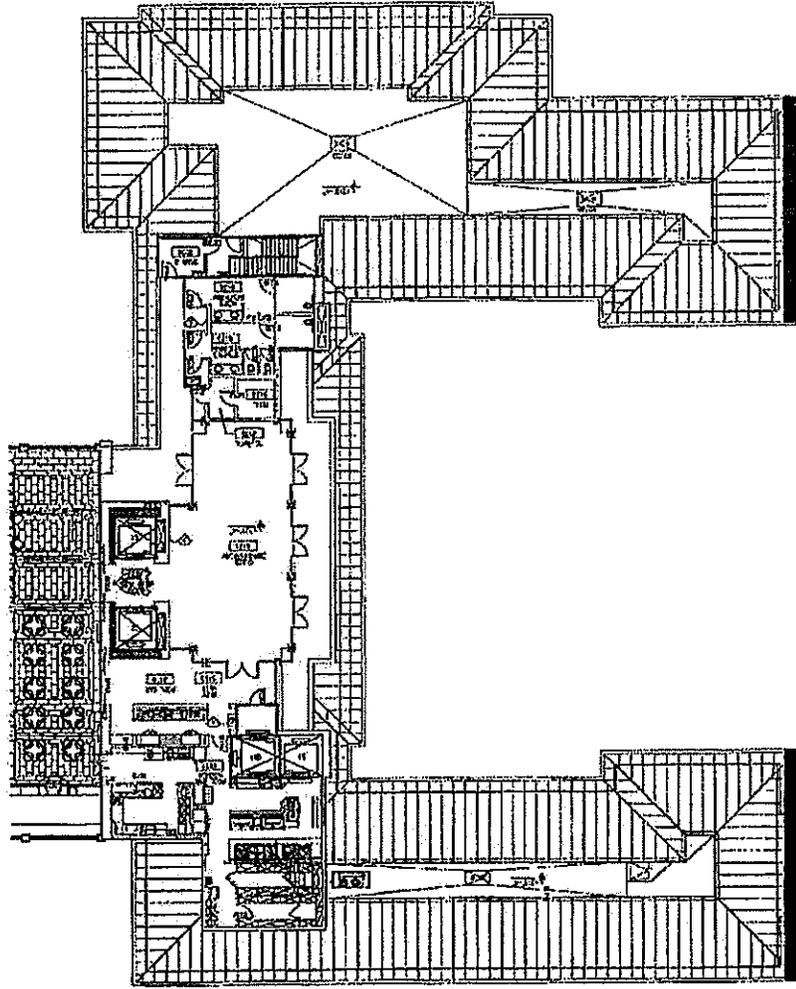
**LEVEL SIX**



**Mortgage Hotel  
Levels Four thru Seven  
Canon Drive  
Enchancement Areas**



**REOA Exhibit 11C  
Improvements Overhanging  
Canon Drive Land**



**LEVEL EIGHT**

**Montage Hotel  
Level Eight  
Canon Drive  
Encroachment Area**

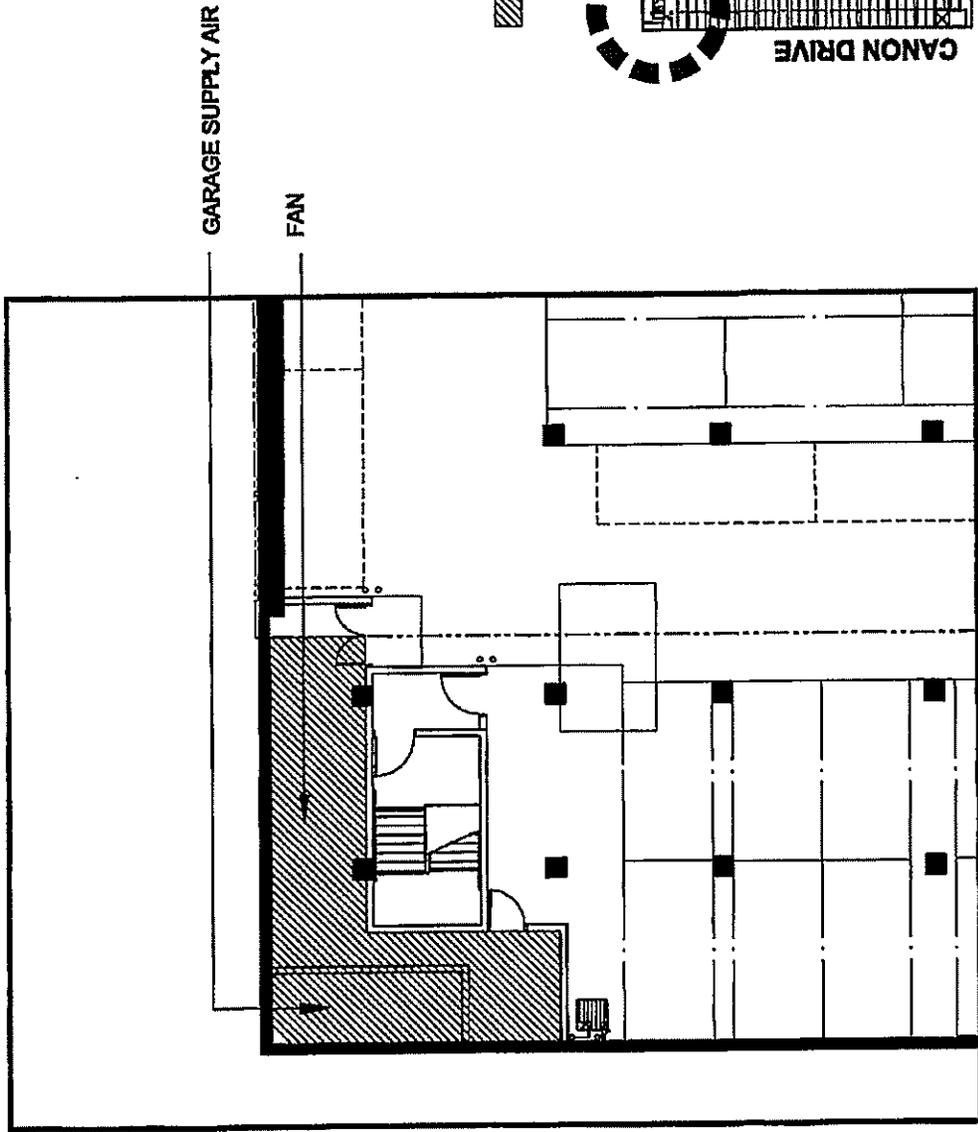


**EXHIBIT 13 TO FIRST AMENDMENT TO  
RECIPROCAL EASEMENTS AND OPERATIONS AGREEMENT  
Revised Fan Shafts and Rooms**

**REOA EXHIBIT 13**

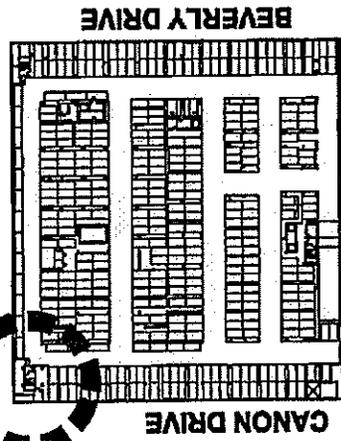
**GARAGE FANS  
and SHAFT AREAS**

**P4**



**ENLARGED PLAN  
SCALE: 1/16" = 1'-0"**

**GARAGE FANS  
and SHAFT AREAS  
CANON DRIVE LAND**

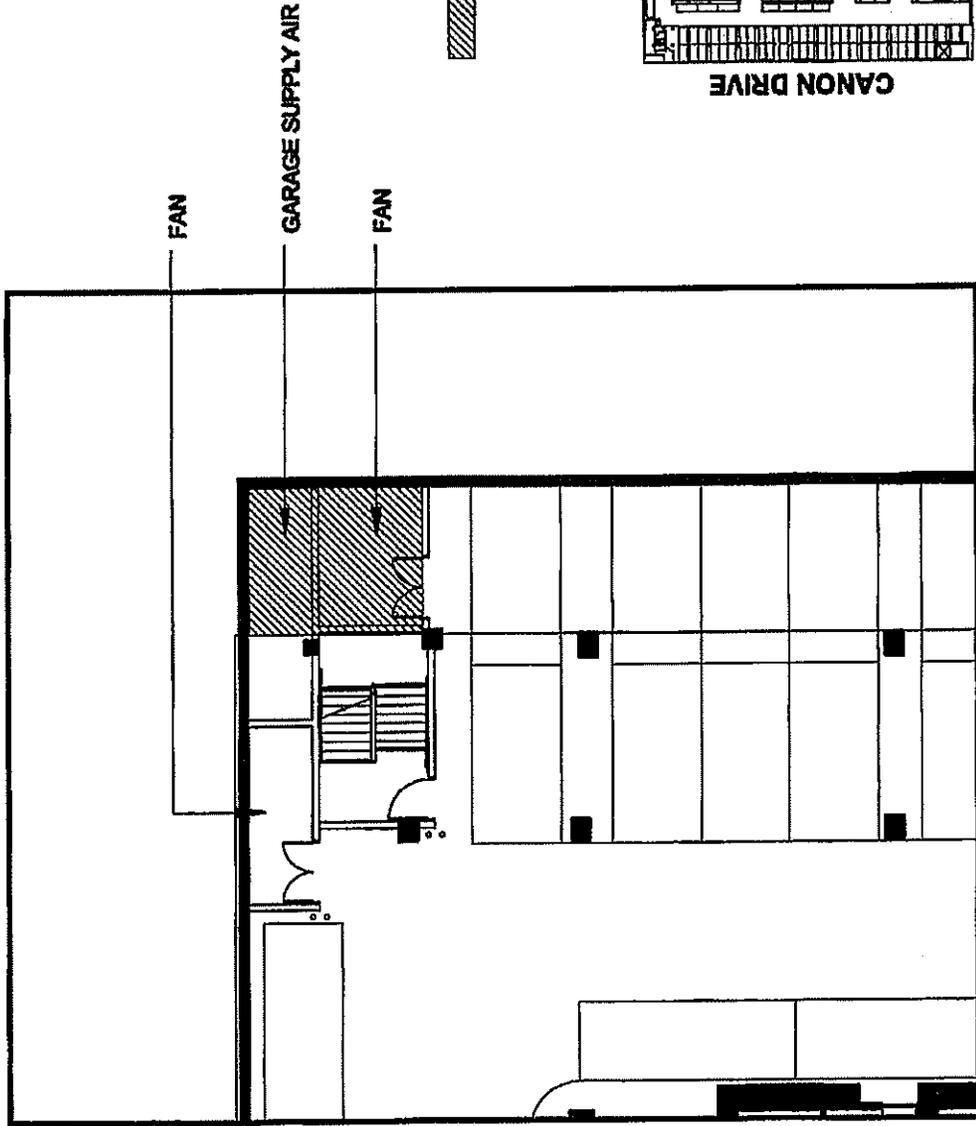


**KEY PLAN**

**REOA EXHIBIT 13**

**GARAGE FANS  
and SHAFT AREAS**

**P4**



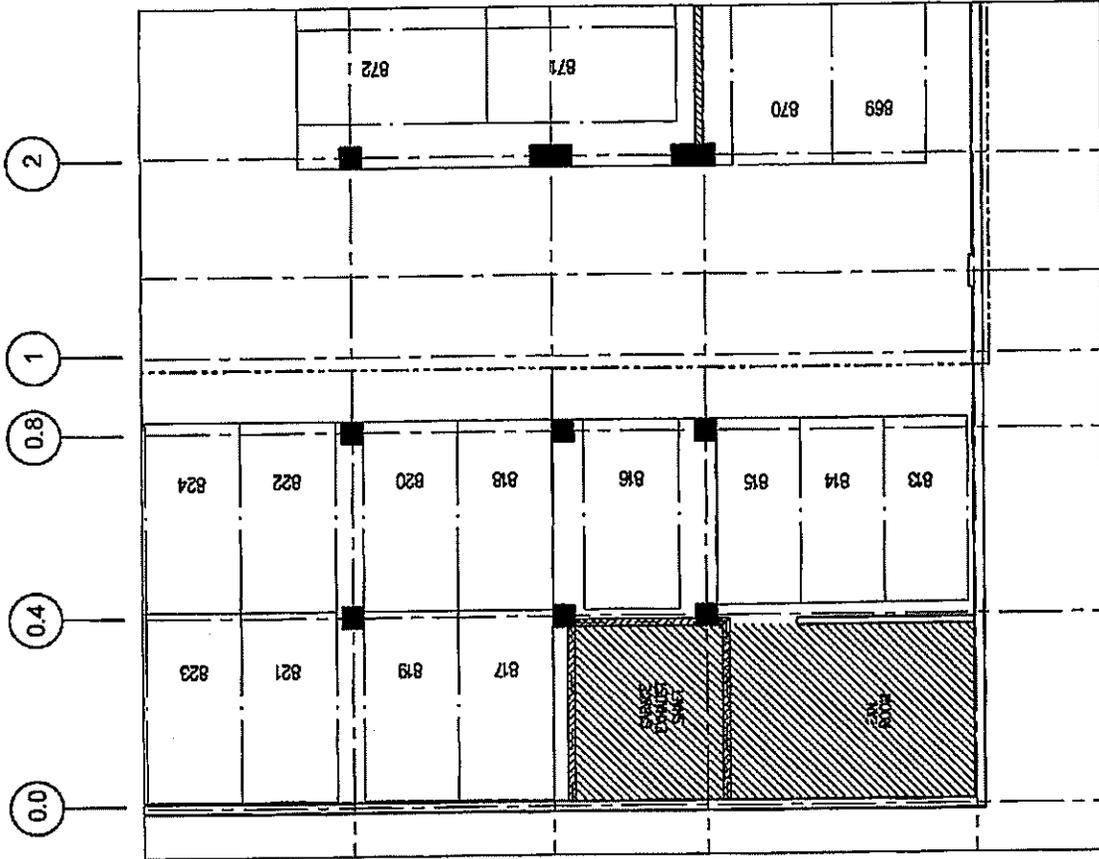
**ENLARGED PLAN  
SCALE: 1/16" = 1'-0"**

**KEY PLAN**

REOA EXHIBIT 13

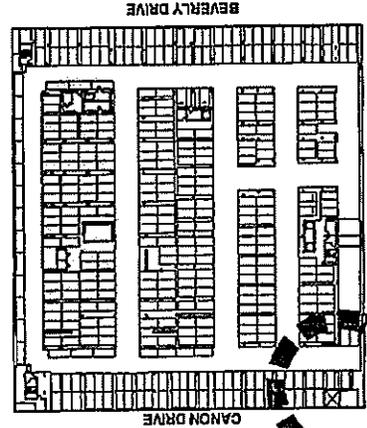
GARAGE FANS  
and SHAFT AREAS

P4



ENLARGED PLAN  
SCALE 1/16" = 1'-0"

GARAGE FANS  
and SHAFT AREAS  
CANON DRIVE LAND

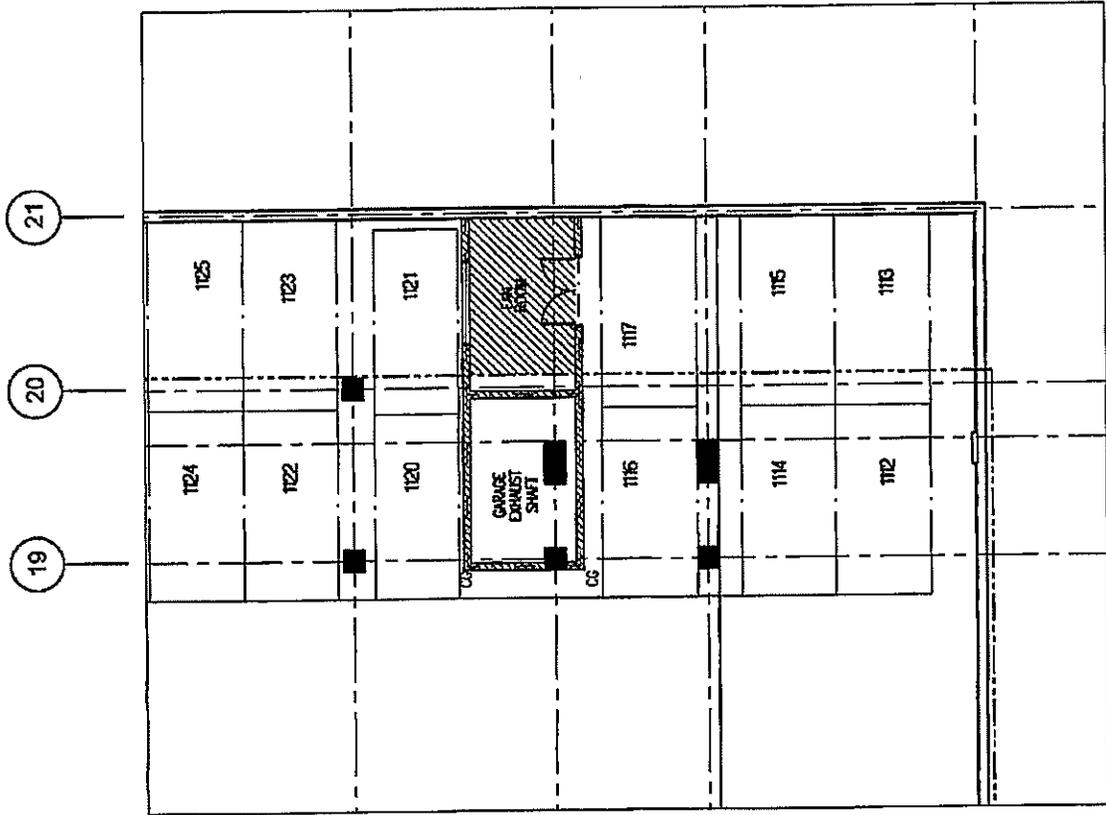


KEY PLAN

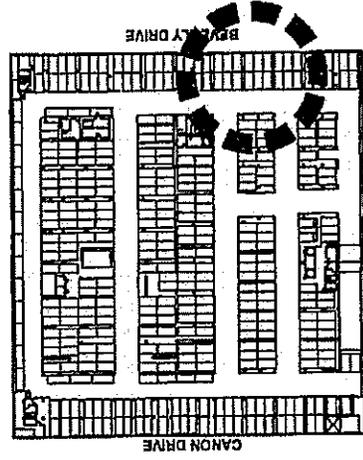
REOA EXHIBIT 13

GARAGE FANS  
and SHAFT AREAS

P4



GARAGE FANS  
and SHAFT AREAS  
BEVERLY DRIVE LAND



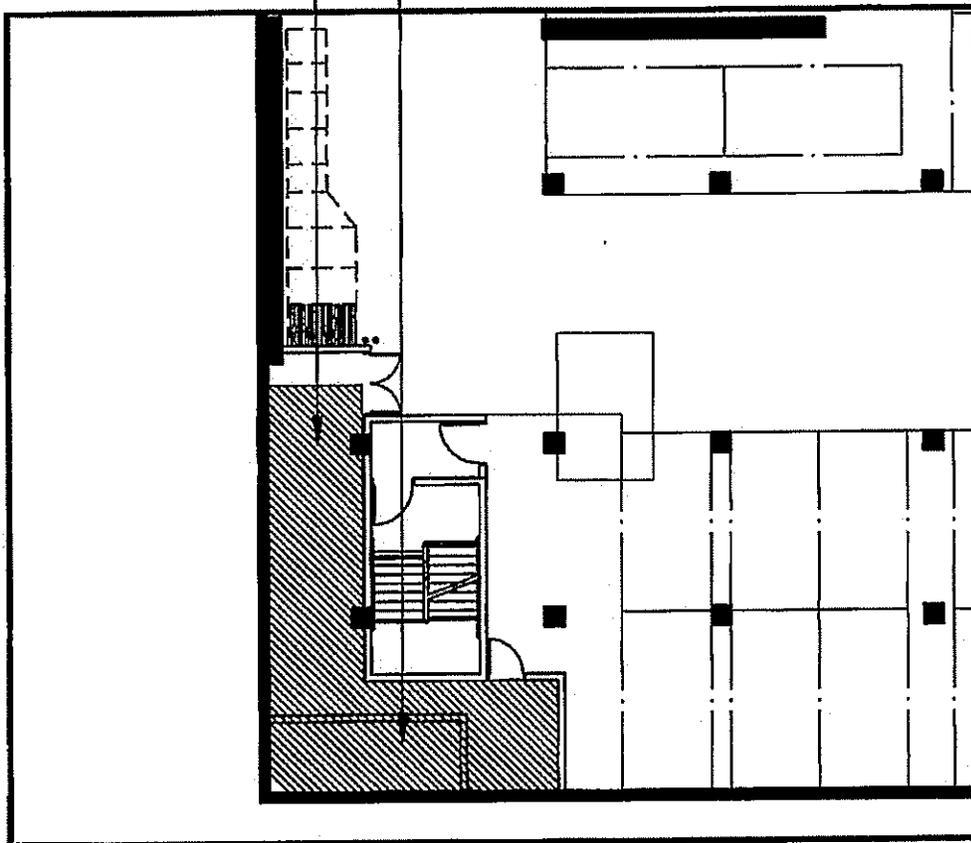
KEY PLAN

ENLARGED PLAN  
SCALE 1/16"=1'-0"

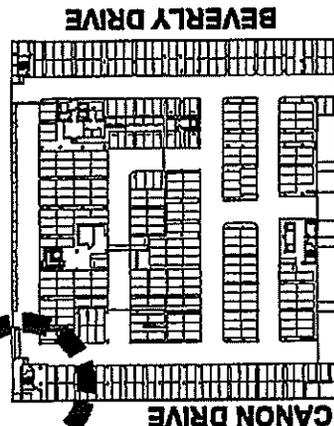
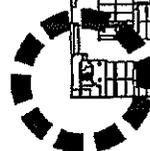
**REOA EXHIBIT 13**

**GARAGE FANS  
and SHAFT AREAS**

**P3**



**GARAGE FANS  
and SHAFT AREAS  
CANON DRIVE LAND**



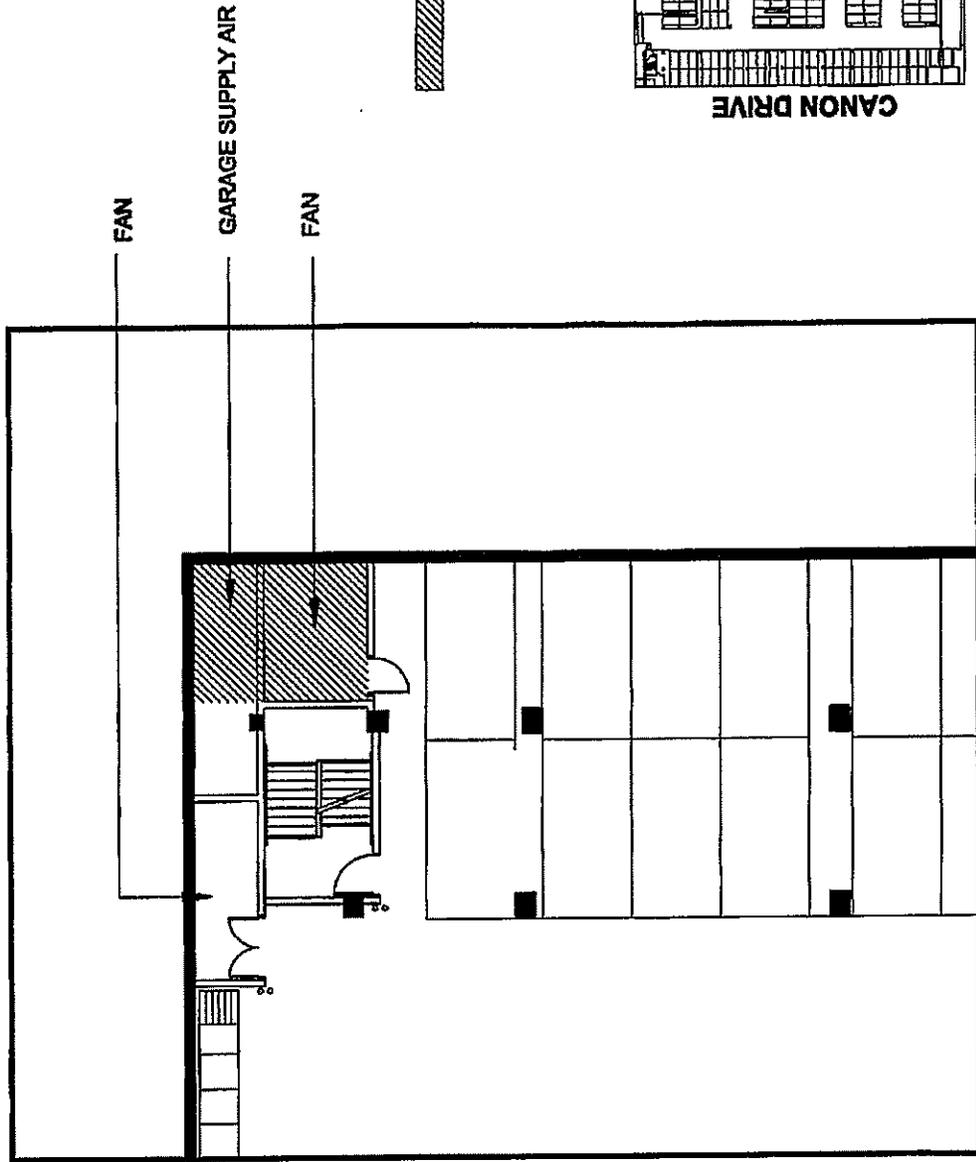
**ENLARGED PLAN  
SCALE: 1/16" = 1'-0"**

**KEY PLAN**

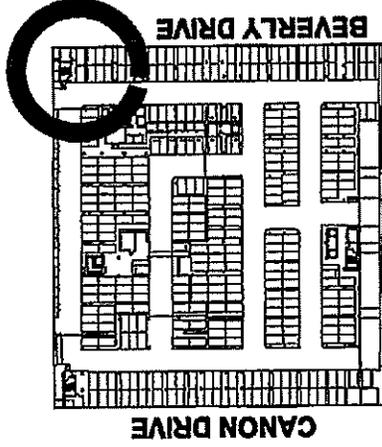
**REOA EXHIBIT 13**

**GARAGE FANS  
and SHAFT AREAS**

**P3**



**GARAGE FANS  
and SHAFT AREAS  
and BEVERLY DRIVE  
LAND**



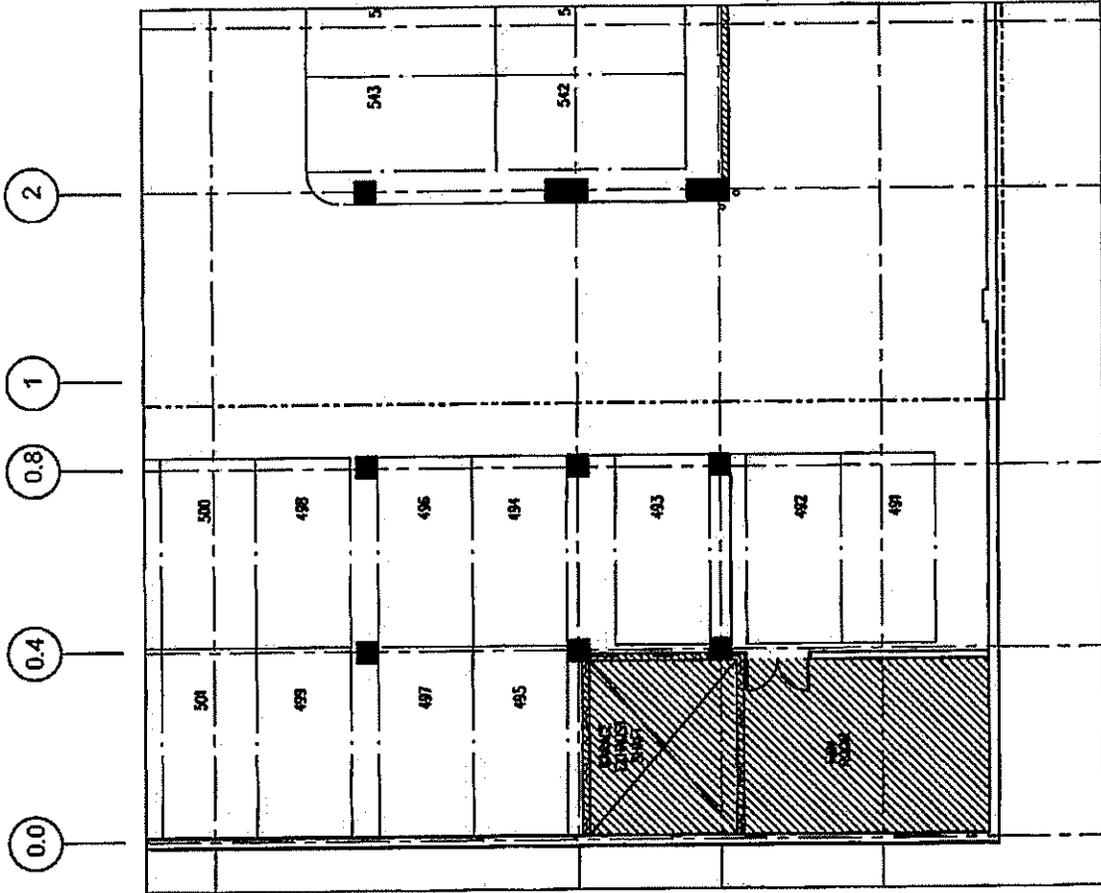
**ENLARGED PLAN  
SCALE: 1/16" = 1'-0"**

**KEY PLAN**

REOA EXHIBIT 13

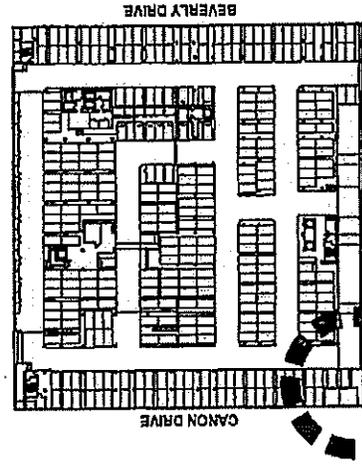
GARAGE FANS  
and SHAFT AREAS

P3



ENLARGED PLAN  
SCALE 1/16" = 1'-0"

GARAGE FANS  
and SHAFT AREAS  
CANON DRIVE LAND

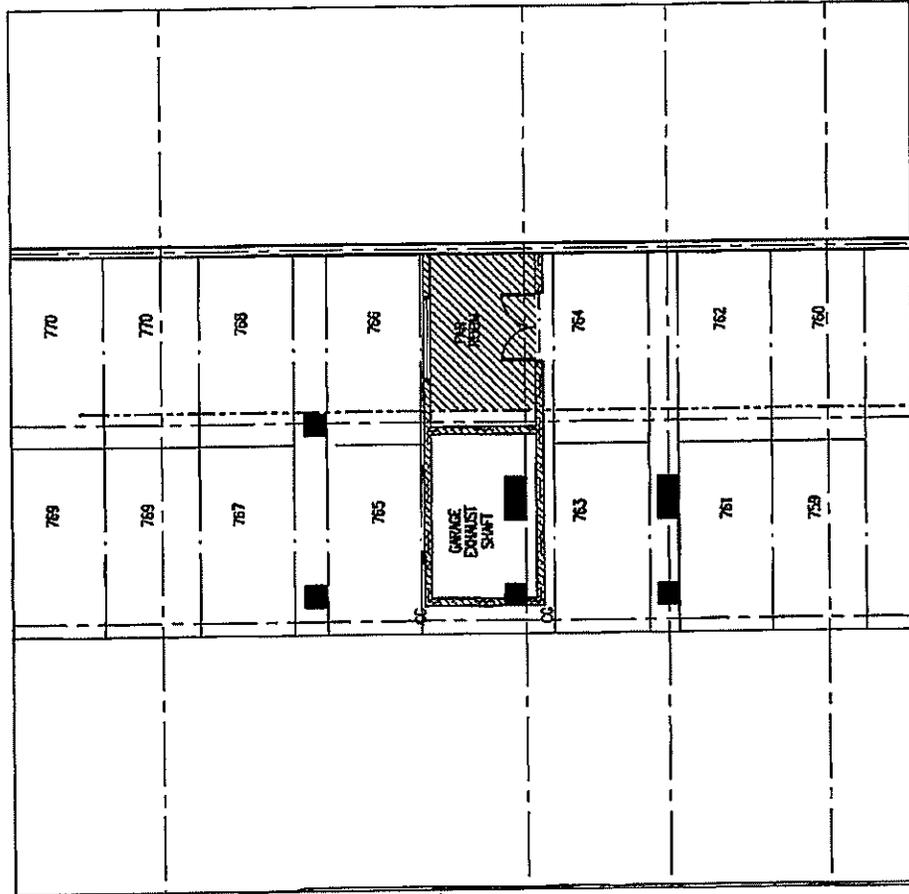
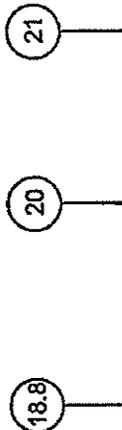


KEY PLAN

REOA EXHIBIT 13

GARAGE FANS  
and SHAFT AREAS

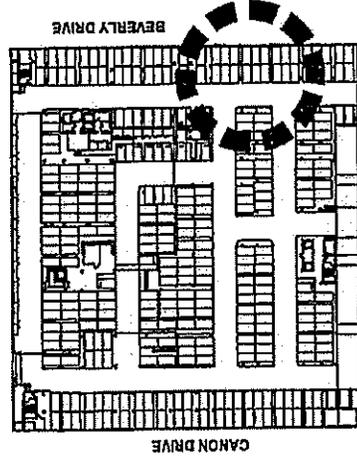
P3



ENLARGED PLAN

SCALE 1/16" = 1'-0"

GARAGE FANS  
and SHAFT AREAS  
BEVERLY DRIVE LAND

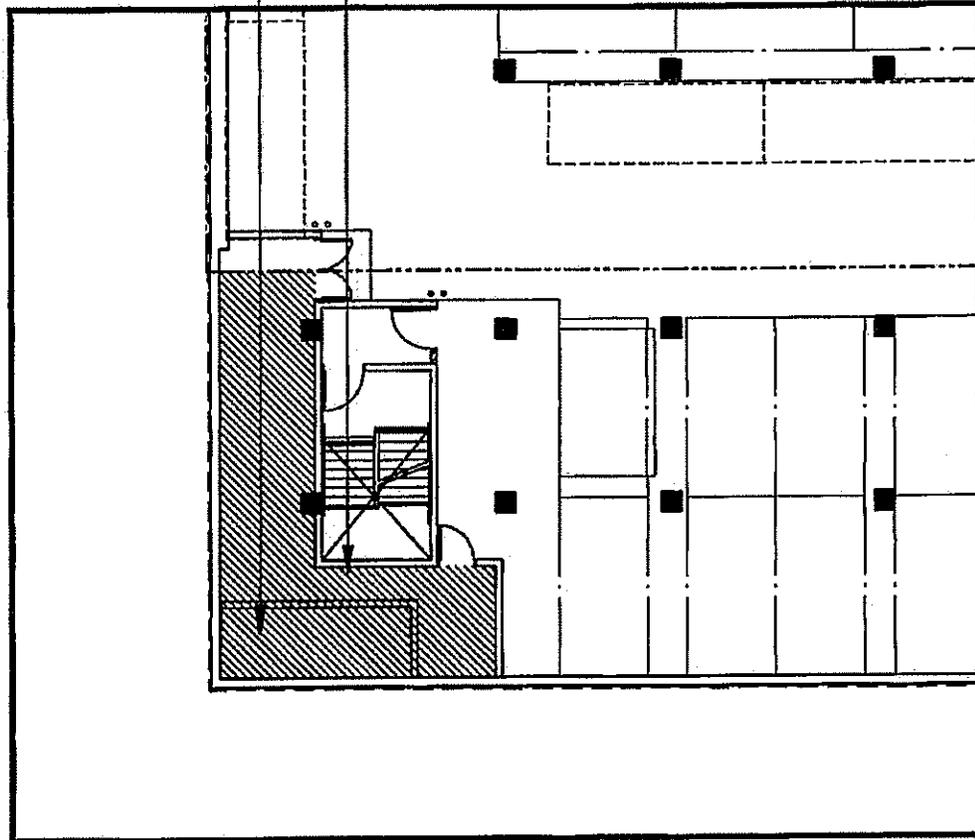


KEY PLAN

**REOA EXHIBIT 13**

**GARAGE FANS  
and SHAFT AREAS**

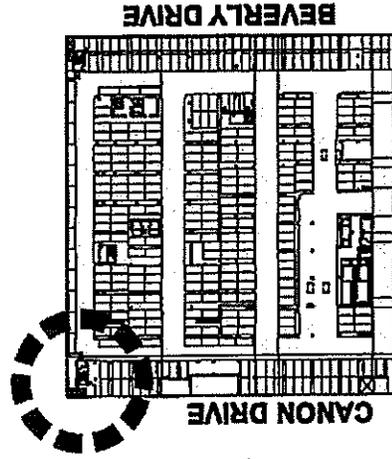
**P2**



GARAGE SUPPLY AIR

FAN

**GARAGE FANS  
and SHAFT AREAS  
CANON DRIVE  
LAND**



**ENLARGED PLAN  
SCALE: 1/16" = 1'-0"**

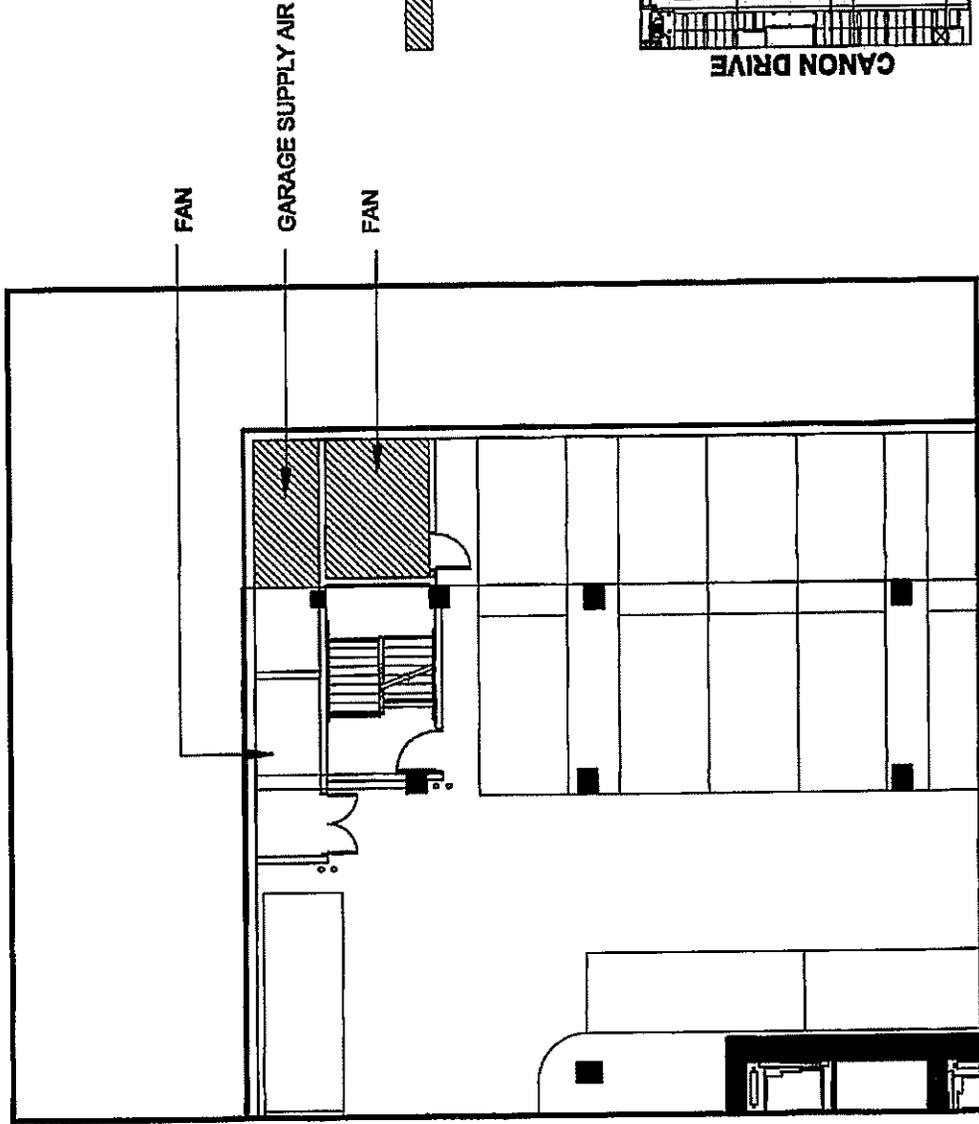
**KEY PLAN**

**REOA EXHIBIT 13**

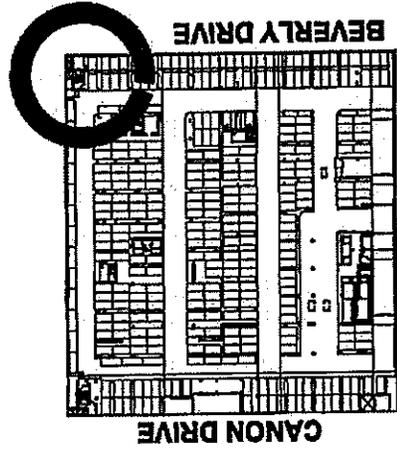
**GARAGE FANS  
and SHAFT AREAS**

**P2**

**GARAGE FANS  
and SHAFT AREAS  
BEVERLY DRIVE  
LAND**



**ENLARGED PLAN  
SCALE: 1/16" = 1'-0"**



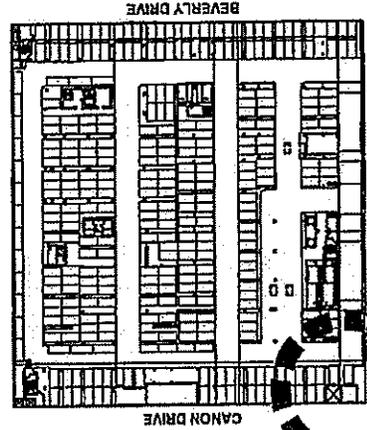
**KEY PLAN**

REOA EXHIBIT 13

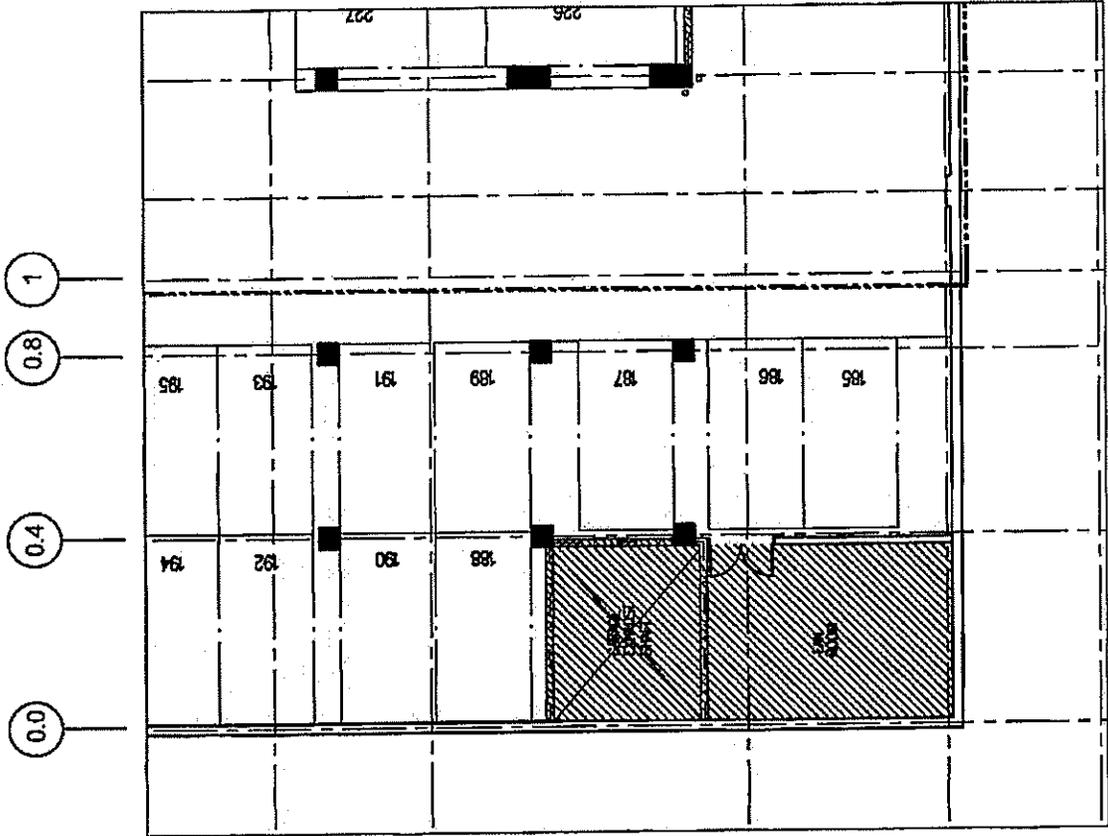
GARAGE FANS  
and SHAFT AREAS

P2

GARAGE FANS  
and SHAFT AREAS  
CANON DRIVE LAND



KEY PLAN



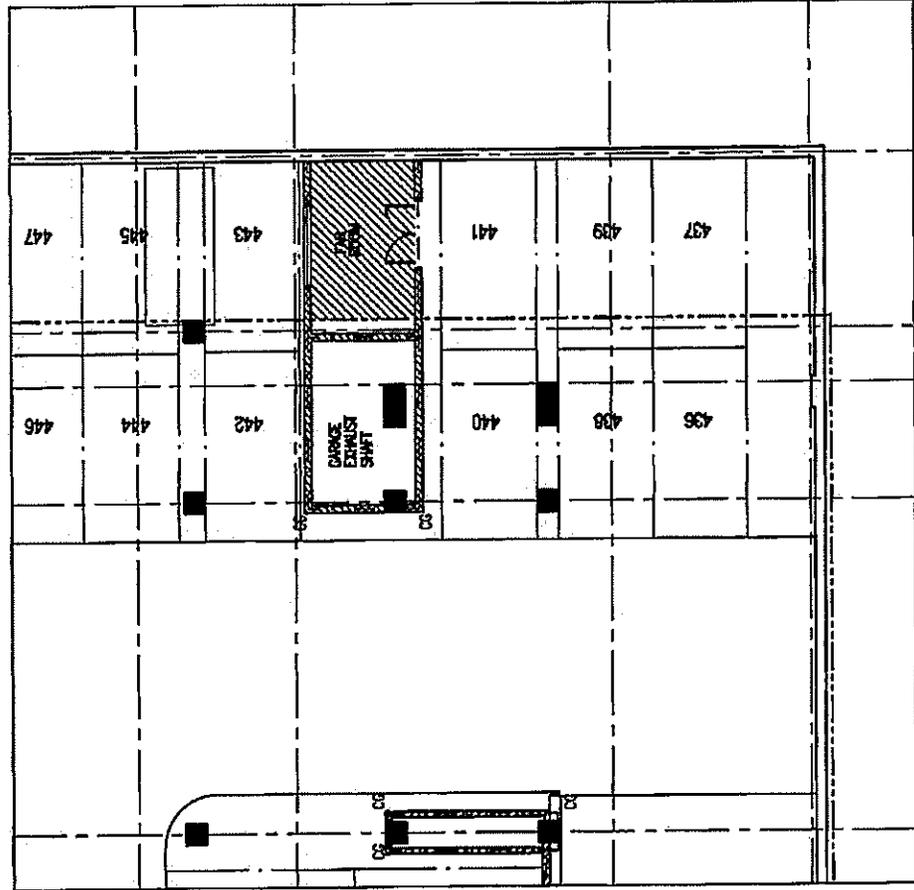
ENLARGED PLAN  
SCALE 1/16" = 1'-0"

REOA EXHIBIT 13

GARAGE FANS  
and SHAFT AREAS

P2

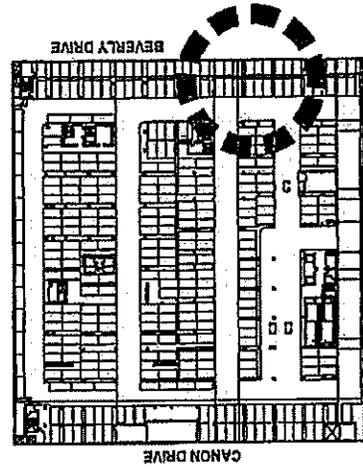
- 21
- 20
- 18.8



ENLARGED PLAN

SCALE 1/8" = 1'-0"

GARAGE FANS  
and SHAFT AREAS  
BEVERLY DRIVE LAND

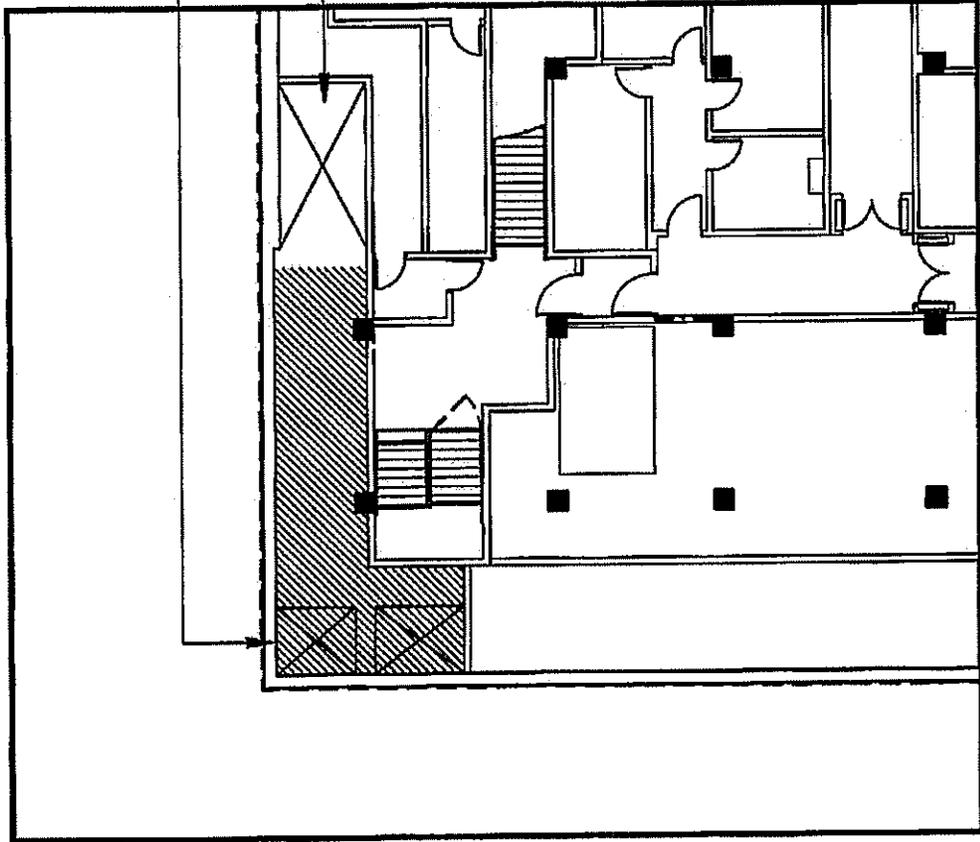


KEY PLAN

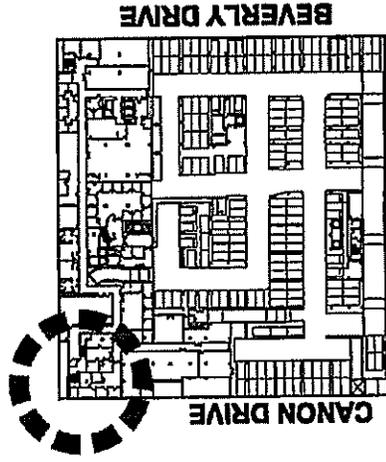
**REOA EXHIBIT 13**

**GARAGE FANS  
and SHAFT AREAS**

**P1**



**GARAGE FANS  
and SHAFT AREAS  
CANON DRIVE  
LAND**



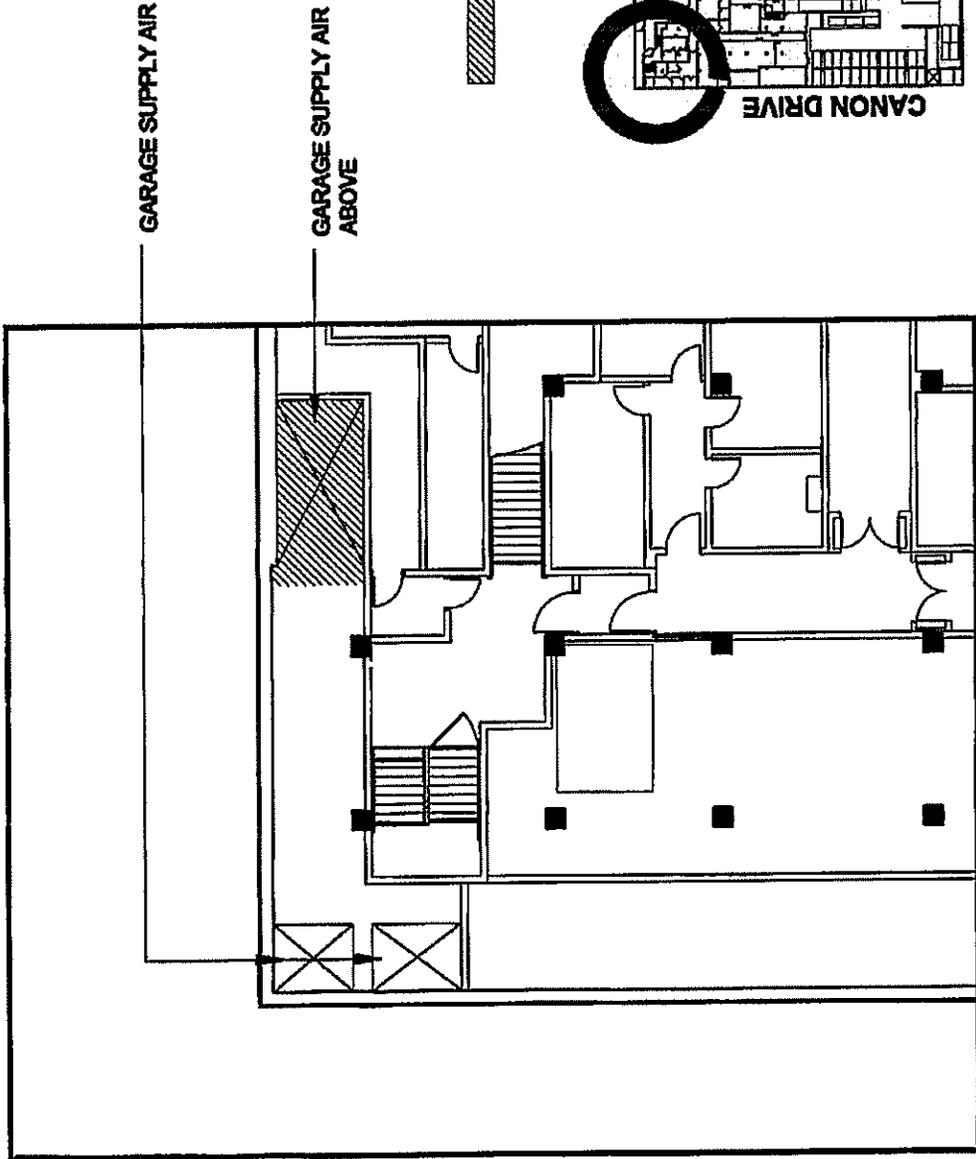
**ENLARGED PLAN  
SCALE: 1/16" = 1'-0"**

**KEY PLAN**

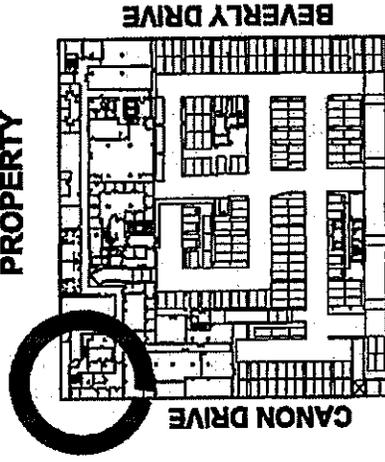
**REOA EXHIBIT 13**

**GARAGE FANS  
and SHAFT AREAS**

**P1**



**GARAGE FANS  
and SHAFT AREAS  
DEVELOPER  
PROPERTY**



**ENLARGED PLAN  
SCALE: 1/16" = 1'-0"**

**KEY PLAN**

**REOA EXHIBIT 13**

**GARAGE FANS  
and SHAFT AREAS**

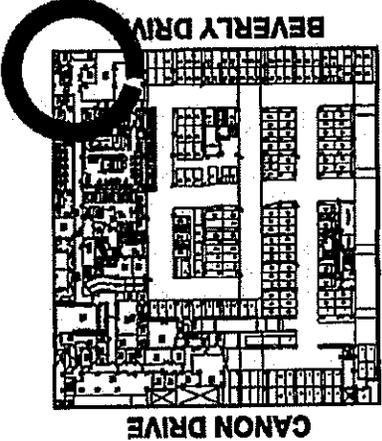
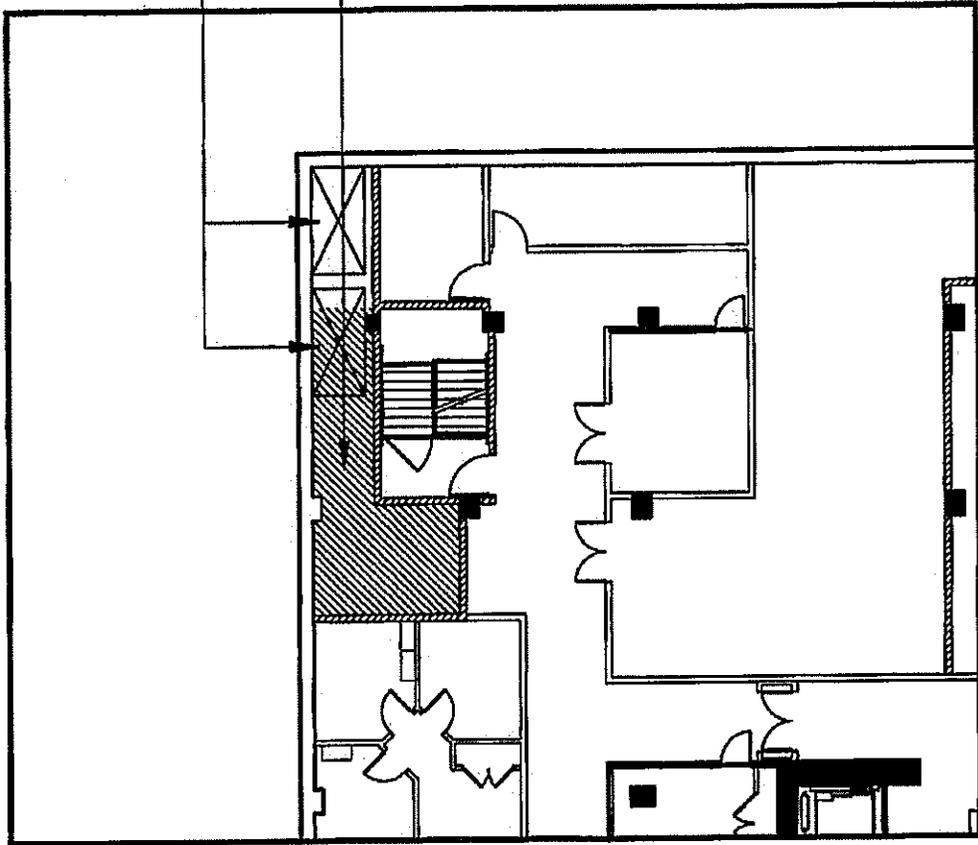
**P1**

GARAGE SUPPLY AIR

GARAGE SUPPLY AIR  
ABOVE



**GARAGE FANS  
and SHAFT AREAS  
DEVELOPERS  
PROPERTY**



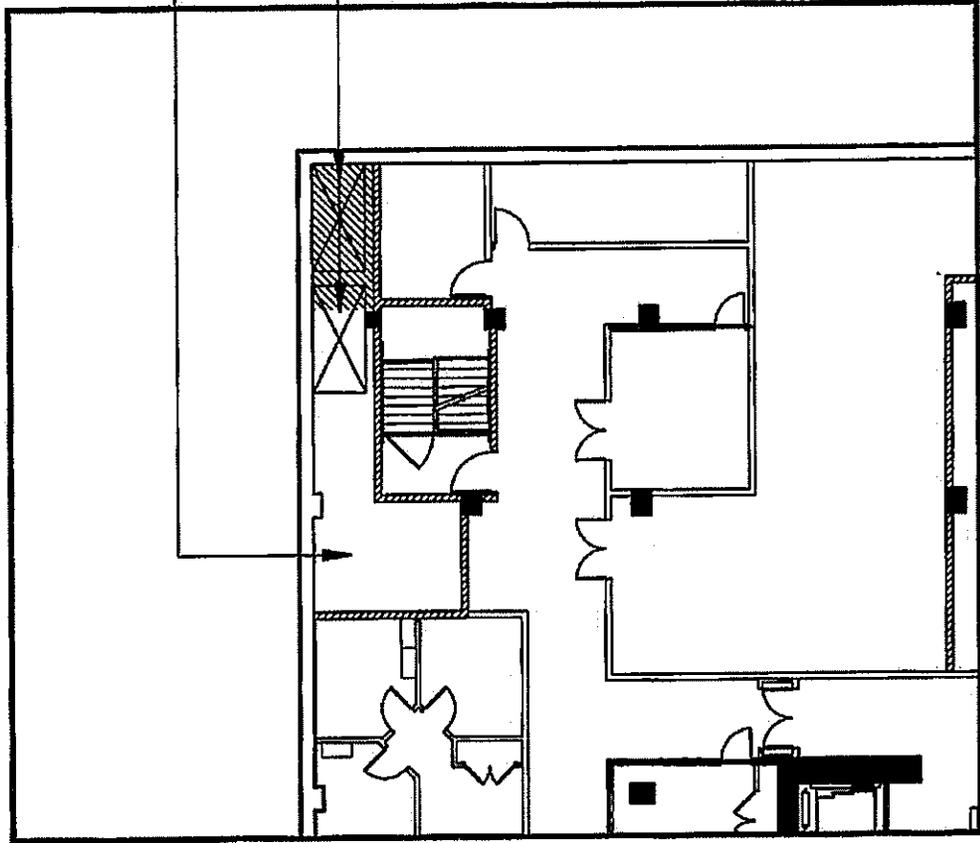
**ENLARGED PLAN  
SCALE: 1/16" = 1'-0"**

**KEY PLAN**

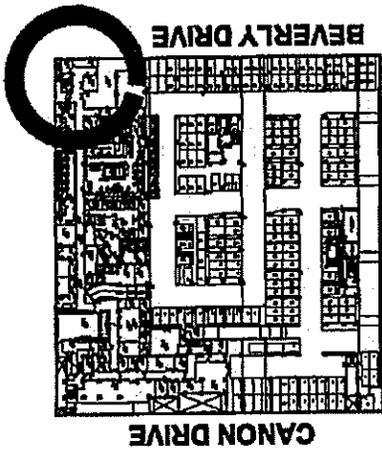
**REOA EXHIBIT 13**

**GARAGE FANS  
and SHAFT AREAS**

**P1**



**GARAGE FANS  
and SHAFT AREAS  
BEVERLY DRIVE  
LAND**



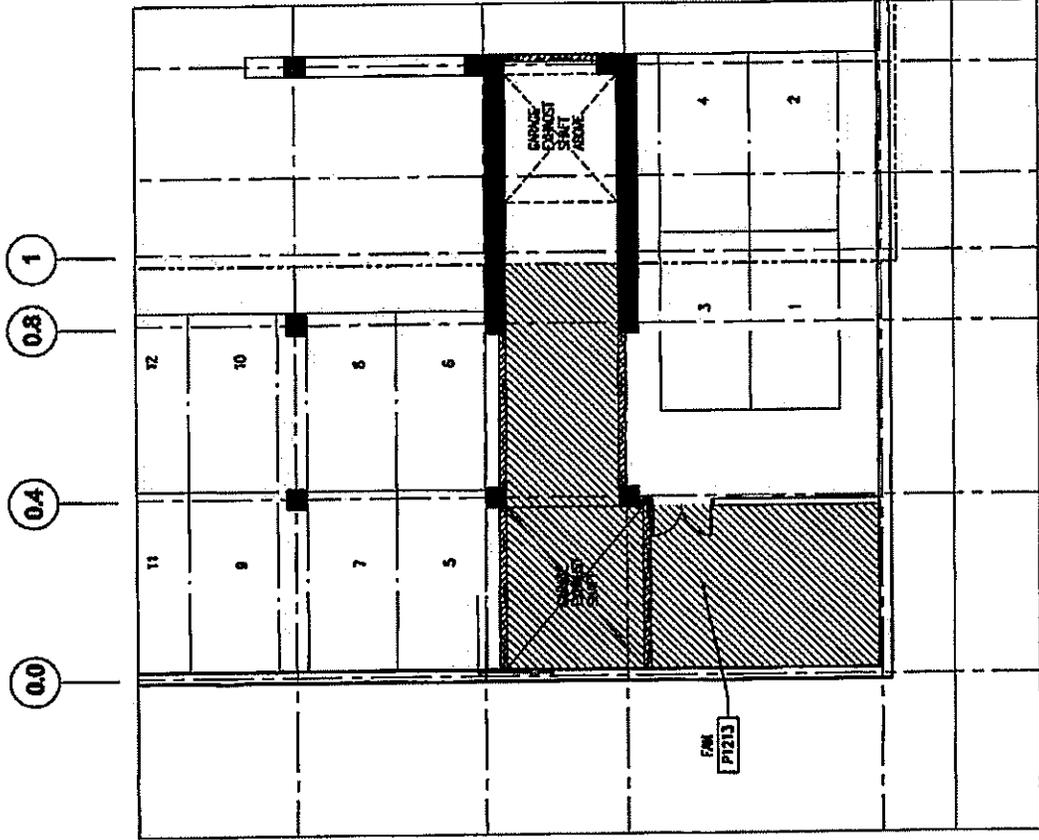
**ENLARGED PLAN  
SCALE: 1/16" = 1'-0"**

**KEY PLAN**

REOA EXHIBIT 13

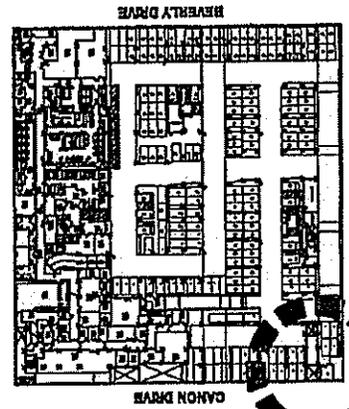
GARAGE FANS  
and SHAFT AREAS

P1



ENLARGED PLAN  
SCALE 1/16"=1'-0"

GARAGE FANS  
and SHAFT AREAS  
CANYON DRIVE LAND

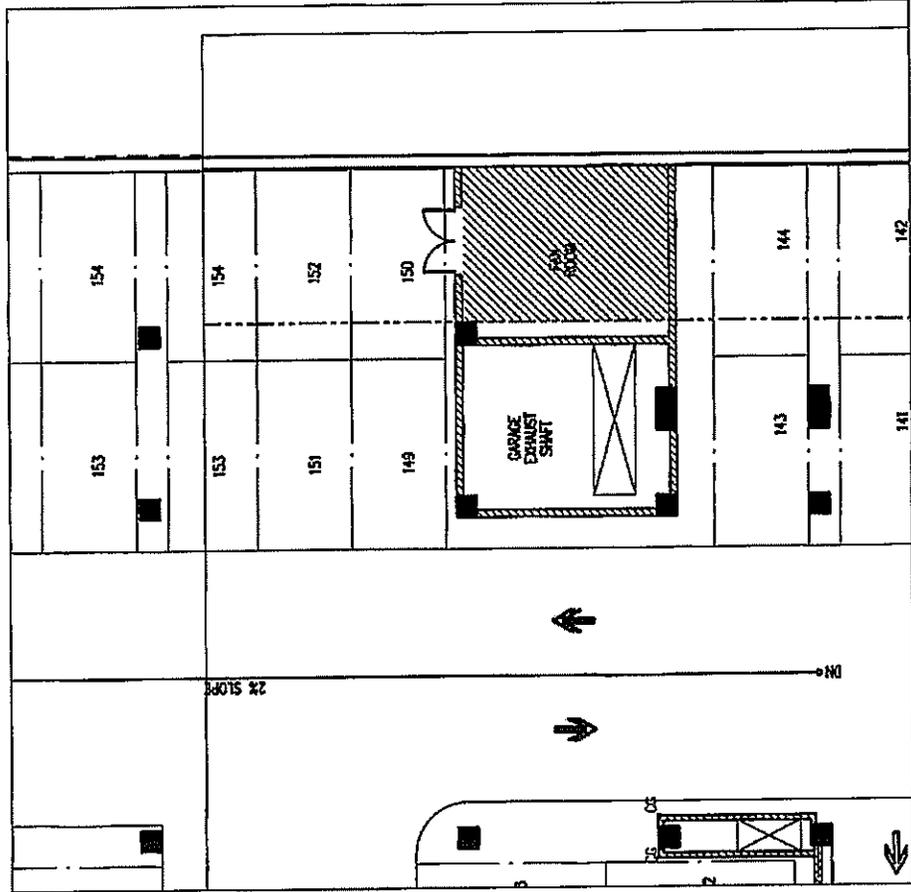
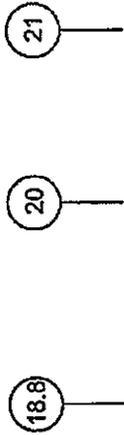


KEY PLAN

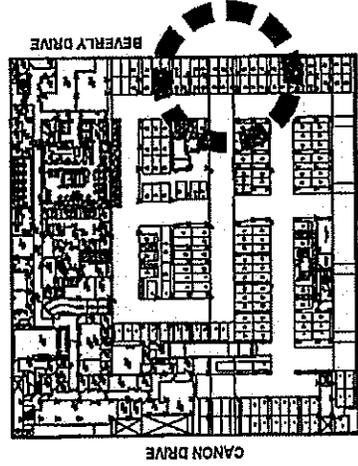
REOA EXHIBIT 13

GARAGE FANS  
and SHAFT AREAS

P1



GARAGE FANS  
and SHAFT AREAS  
BEVERLY DRIVE LAND



ENLARGED PLAN

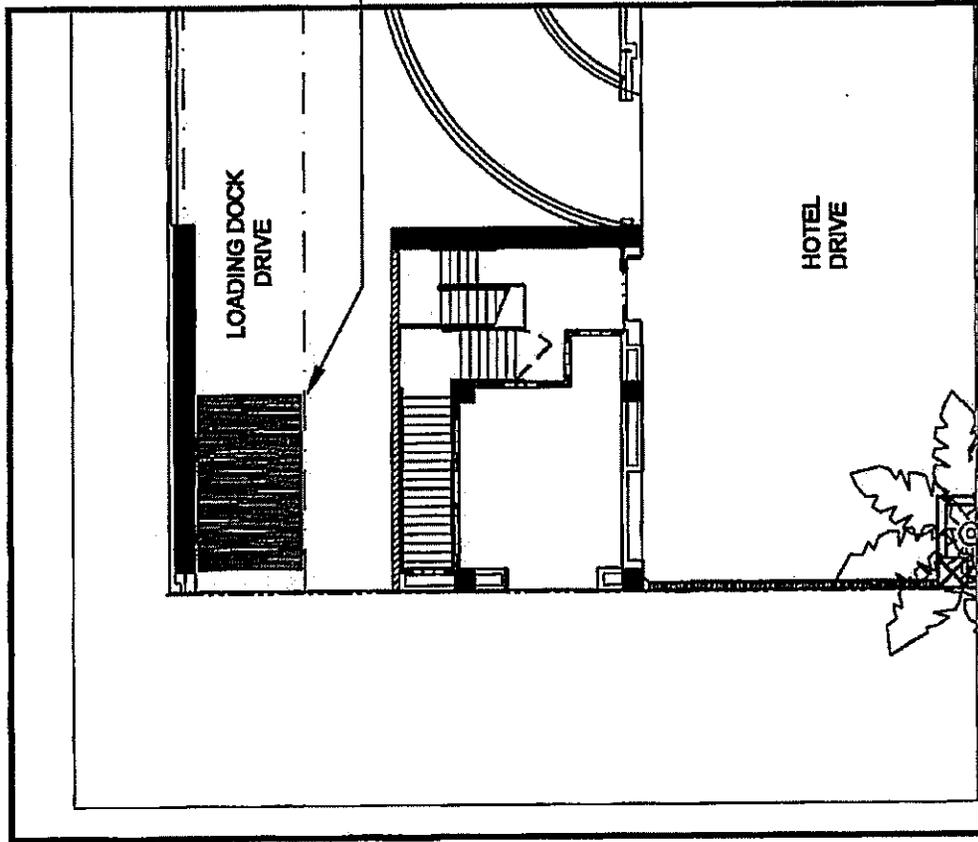
SCALE 1/16"=1'-0"

KEY PLAN

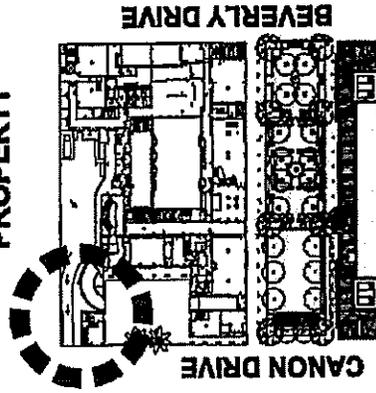
**REOA EXHIBIT 13**

**GARAGE FANS  
and SHAFT AREAS**

**LVL 1**



**GARAGE FANS  
and SHAFT AREAS  
and DEVELOPER  
PROPERTY**



**KEY PLAN**

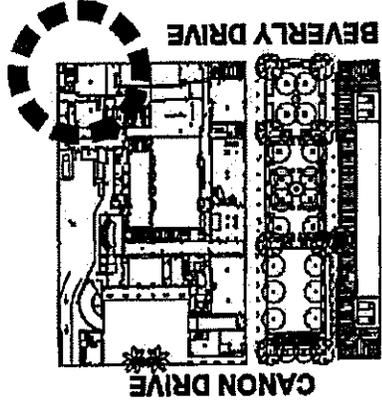
**ENLARGED PLAN  
SCALE: 1/16" = 1'-0"**

**REOA EXHIBIT 13**

**GARAGE FANS  
and SHAFT AREAS**

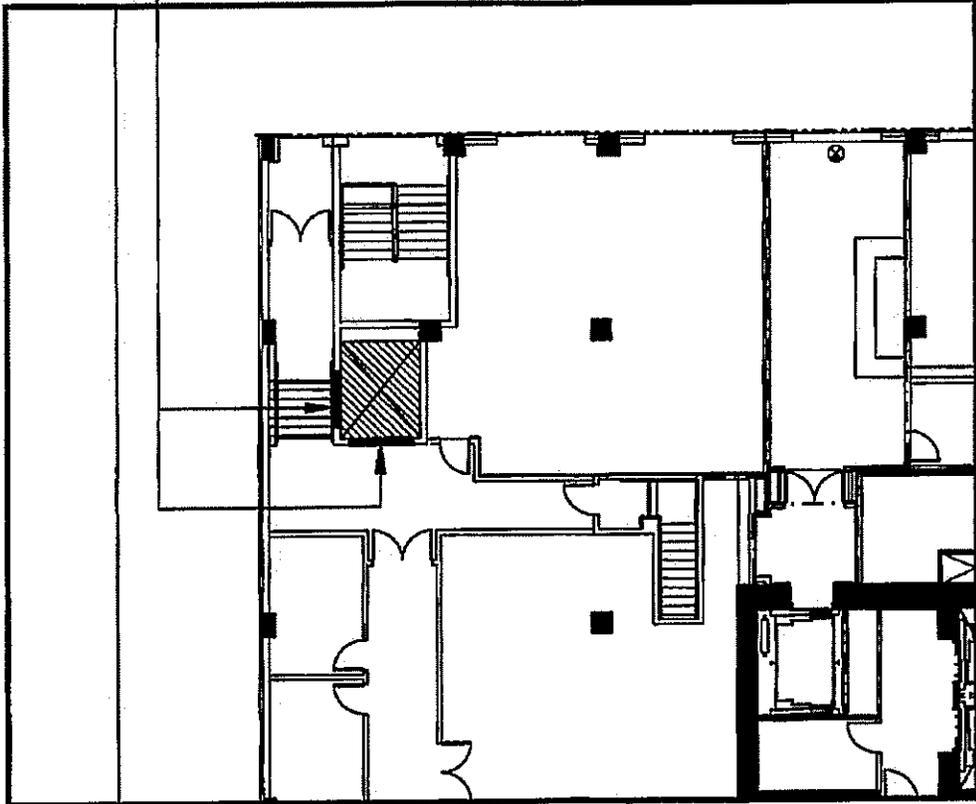
**LVL 1**

**GARAGE FANS  
and SHAFT AREAS  
DEVELOPER  
PROPERTY**



**KEY PLAN**

**WALL MOUNTED  
LOUVERS**



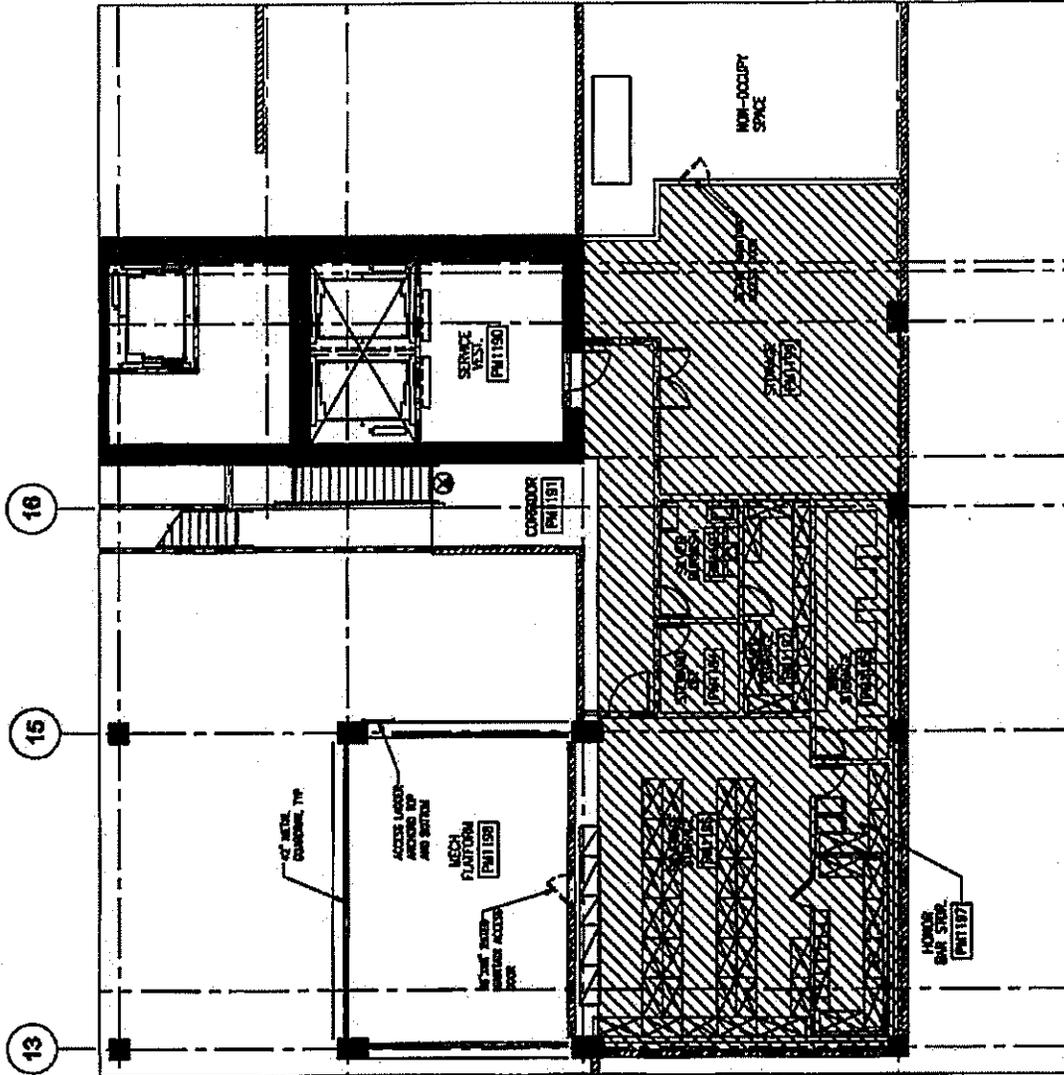
**ENLARGED PLAN  
SCALE: 1/16" = 1'-0"**

**EXHIBIT 17-B TO FIRST AMENDMENT TO  
RECIPROCAL EASEMENTS AND OPERATIONS AGREEMENT  
Revised Hotel Mezzanine Storage Area**

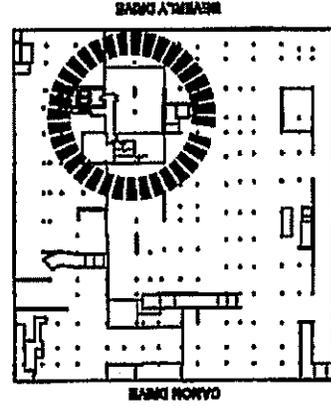
REOA EXHIBIT 17B

HOTEL STORAGE AREA-MEZZANINE

P1M



HOTEL STORAGE AREA (MEZZANINE)



KEY PLAN

ENLARGED PLAN

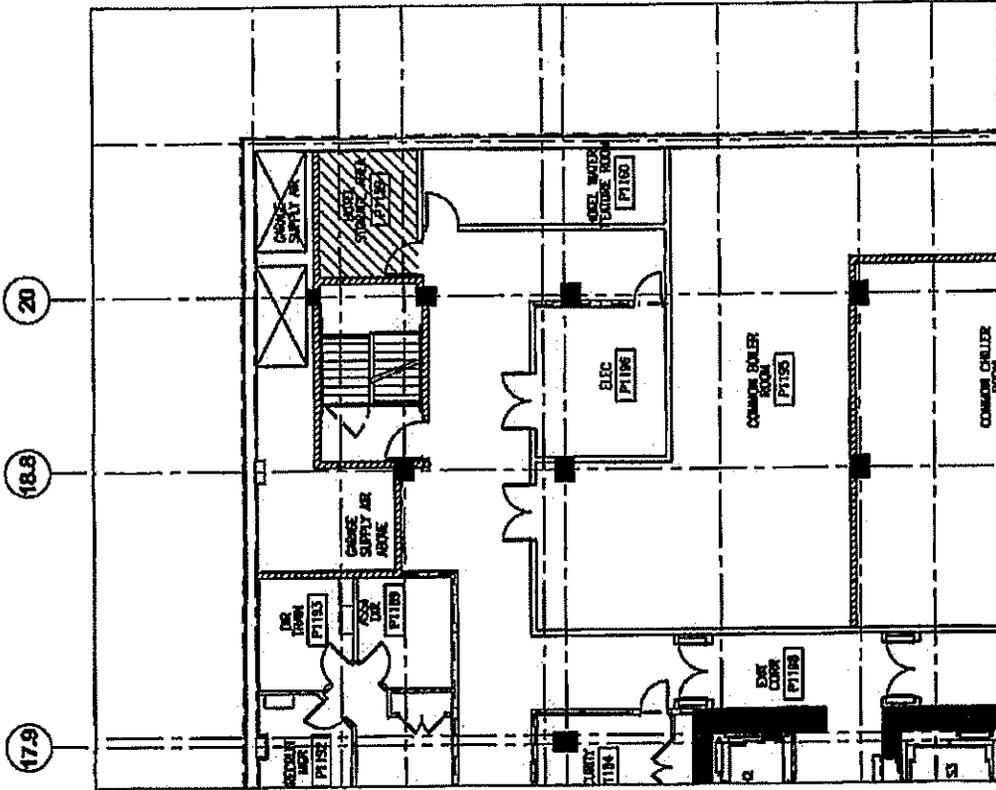
SCALE 1/16"=1'-0"

**EXHIBIT 17-C TO FIRST AMENDMENT TO  
RECIPROCAL EASEMENTS AND OPERATIONS AGREEMENT  
New Hotel Storage Area**

REOA EXHIBIT 17C

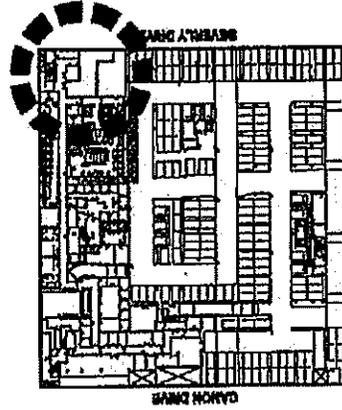
HOTEL STORAGE AREA  
BEVERLY DRIVE LAND

P1



ENLARGED PLAN  
SCALE 1/8"=1'-0"

BEVERLY DRIVE LAND



KEY PLAN

**EXHIBIT 18 TO FIRST AMENDMENT TO  
RECIPROCAL EASEMENTS AND OPERATIONS AGREEMENT  
Hotel Kitchen Compressor Room**



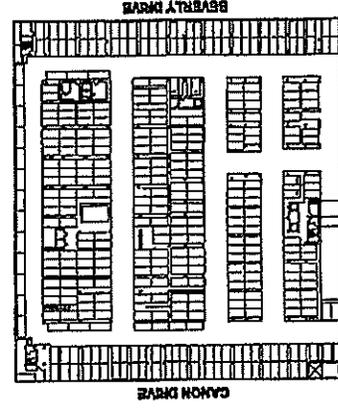
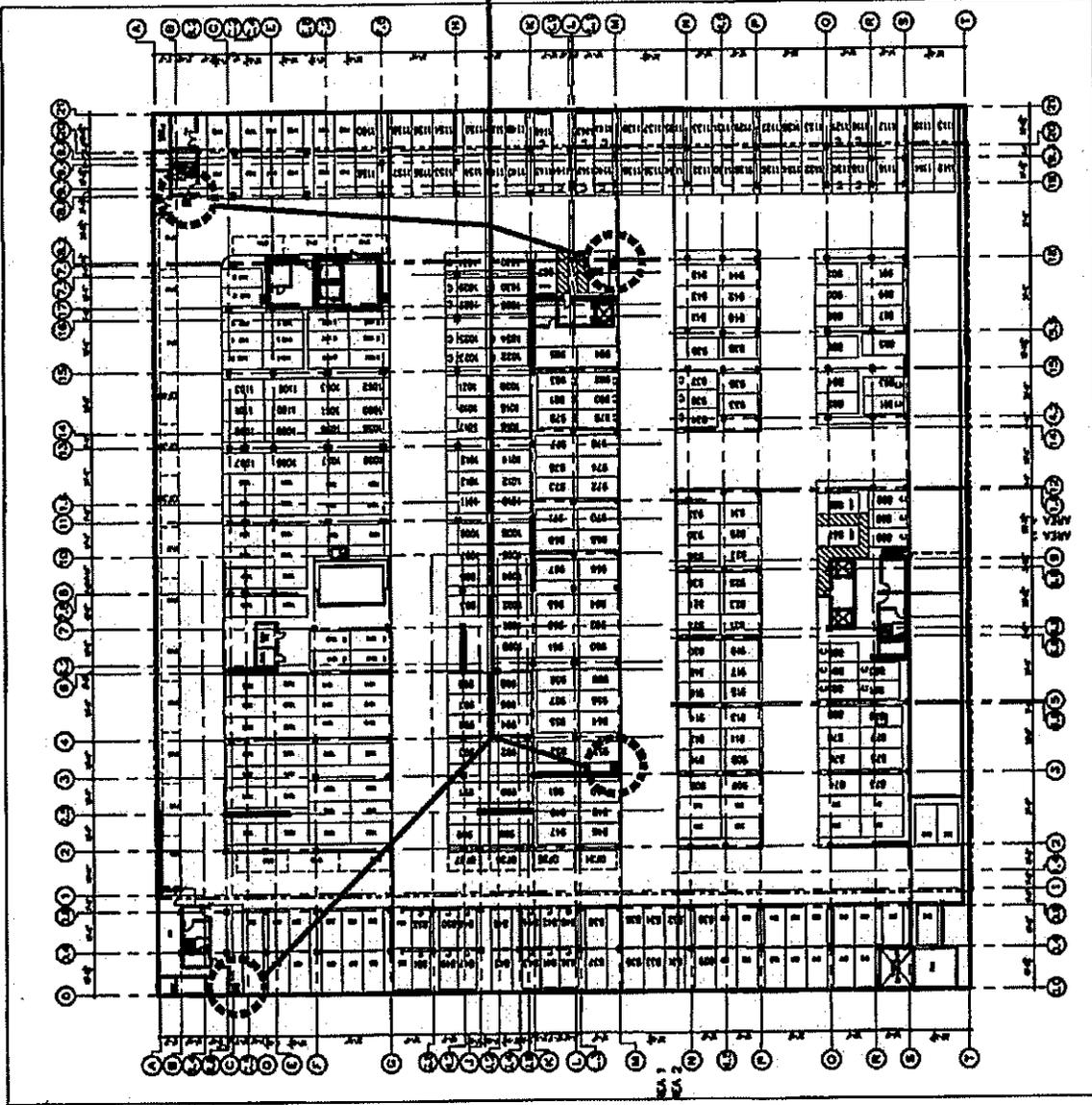
**EXHIBIT 23 TO FIRST AMENDMENT TO  
RECIPROCAL EASEMENTS AND OPERATIONS AGREEMENT  
Common Sump Pump Locations**

REOA EXHIBIT 23

COMMON SUMP  
PUMPS  
PARKING AUTHORITY  
PARCEL and  
CITY PARCEL

# P4

Common Sump Pumps



KEY PLAN

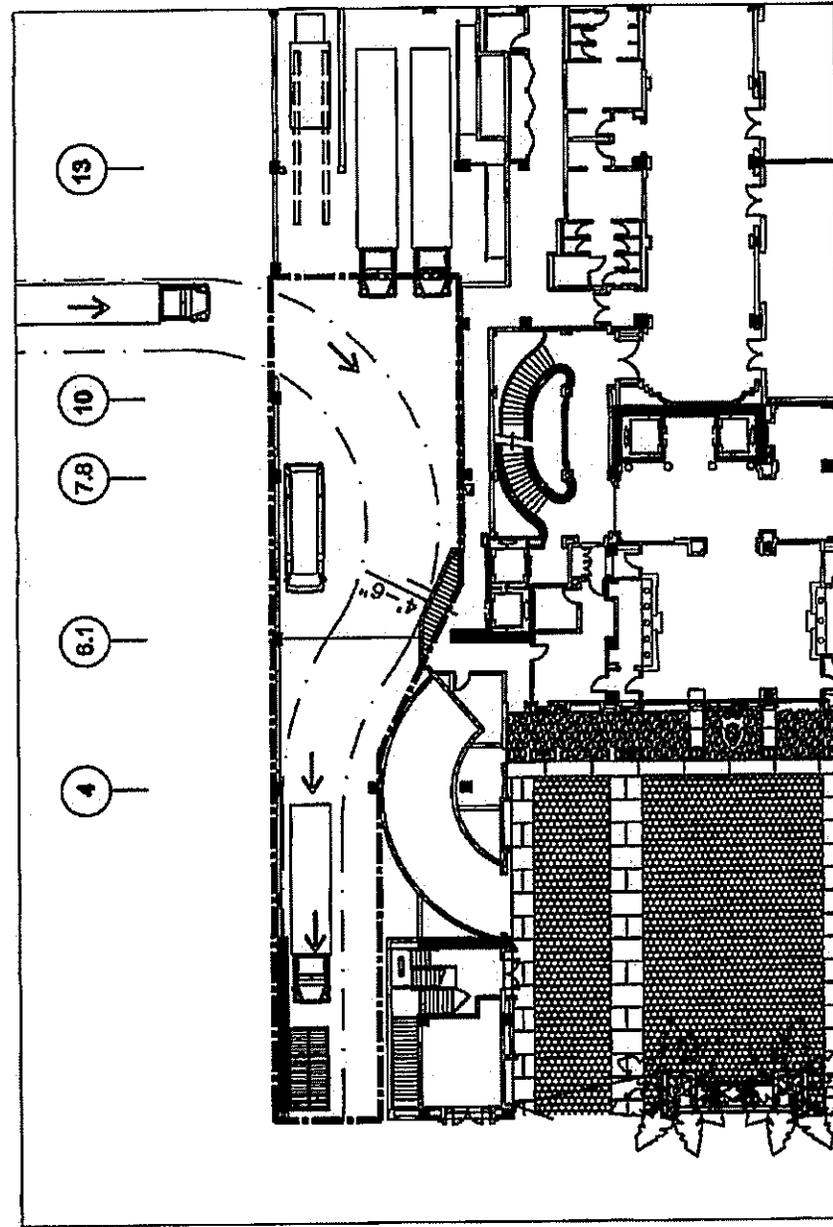
ENLARGED PLAN

SCALE: NTS

**EXHIBIT 25 TO FIRST AMENDMENT TO  
RECIPROCAL EASEMENTS AND OPERATIONS AGREEMENT  
Hotel Wall Encroachment into New Alley**

REOA EXHIBIT 25

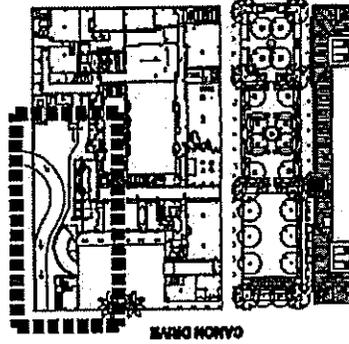
HOTEL ENCHROACHMENT  
INTO NEW ALLEY



# LVL 1

CITY ALLEY  
BOUNDARY

HOTEL  
ENCHROACHMENT  
INTO ALLEY



KEY PLAN

ENLARGED PLAN  
SCALE 1"=32'-0"