



## AGENDA REPORT

**Meeting Date:** December 19, 2011

**Item Number:** G-4

**To:** Honorable Mayor & City Council

**From:** Scott Miller, Director of Administrative Services and CFO  
Noel Marquis, Assistant Director of Administrative Services - Finance

**Subject:** **APPROVAL OF A PROPERTY MANAGEMENT AGREEMENT  
BETWEEN THE PARKING AUTHORITY OF THE CITY OF BEVERLY  
HILLS AND THE CITY OF BEVERLY HILLS**

**Attachment:** **Agreement**

---

### **RECOMMENDATION**

Staff recommends that the City Council approve the agreement between the Parking Authority of the City of Beverly Hills and the City of Beverly Hills.

### **INTRODUCTION**

On September 30, 2011 the Parking Authority of the City of Beverly Hills, through a Purchase and Sale Agreement dated August 16, 2011, acquired the land and improvements thereon as described in the Purchase and Sale Agreement Exhibit A from the City of Beverly Hills. This transfer of assets was done to allow the City to consolidate its parking operations under the control and oversight of the Parking Authority. The City retained control of two facilities, 9333 West Third Street which provides visitor and employee parking for 331 Foothill and the City's public works facilities and 450 North Rexford Drive which provides visitor and employee parking for City Hall and the Civic Center complex.

### **DISCUSSION**

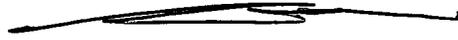
Presently the Parking Authority does not have the staff or resources to manage and operate these facilities. This agreement allows the City to provide the necessary staffing, operational management, facilities management and property management

including repair and maintenance to major systems. In exchange the Parking Authority will reimburse the City the full costs of all services provided.

**FISCAL IMPACT**

The impact to the City's General Fund is anticipated to remain unchanged. This change was initiated to consolidate the control and oversight of the City's parking operations under the Parking Authority. There is no anticipated change in the amount of support the General Fund will provide or the anticipated revenue from parking operations.

  
\_\_\_\_\_  
Noel Marquis  
Finance Approval

  
\_\_\_\_\_  
Scott G. Miller  
Approved By

# **Attachment 1**

**PROPERTY MANAGEMENT AGREEMENT BETWEEN THE PARKING  
AUTHORITY OF THE CITY OF BEVERLY HILLS AND THE CITY OF BEVERLY  
HILLS**

THIS PROPERTY MANAGEMENT AGREEMENT, (the "Agreement") is made and entered into as of October 1, 2011, by and between THE PARKING AUTHORITY OF THE CITY OF BEVERLY HILLS, ("Owner") and the CITY OF BEVERLY HILLS ("Manager").

**RECITALS**

A. On September 30, 2011, Owner acquired from Manager, pursuant to that certain Purchase and Sale Agreement dated August 16, 2011 ("Purchase Agreement"), the land described on Exhibit "A" attached hereto and improvements thereon (the "Recent Acquisitions"). Owner previously owned the two parking garages known as the "Beverly-Canon Gardens Garage" and the "450 N. Crescent Garage" (the "Previous Acquisitions"). The Recent Acquisitions and the Previous Acquisitions are hereinafter collectively referred to as the "Property".

B. Manager desires to provide comprehensive property management services for the Property, and Owner desires to engage Manager for such purpose.

In consideration of the Purchase Agreement, the mutual covenants and agreements hereafter set forth, and other consideration, the receipt and satisfaction of which are hereby acknowledged, Owner and Manager hereby agree as follows:

**AGREEMENT**

1. Appointment; Authority of City Manager and Executive Director. Owner hereby appoints Manager and Manager hereby accepts the appointment to operate, and manage the Property upon the terms and conditions set forth herein. The City Manager of Manager and the Executive Director of Owner shall have the authority to issue all approvals of Manager and Owner, respectively, that are contemplated by this Agreement and may enter into amendments of this Agreement on behalf of Manager and Owner to effectuate the intent of this Agreement or otherwise, provided that such amendments do not increase the compensation of Manager under Section 15 below and such amendments are approved by the City Attorney.

Manager hereby designates the "Parking Director" of the City of Beverly Hills as the staff person who shall be in charge of performing the Manager's obligations on behalf of Manager with respect to parking garages included in the Property, and the "Property and Real Estate Manager" of Manager as the staff person who will be in charge of performing the Manager's obligations with respect to offices and retail leases and leased space. It is contemplated that such persons shall also use other staff of Manager as needed to perform the Manager's obligations under this Agreement.

2. Term. This Agreement shall commence on October 1, 2011 and shall terminate on June 30, 2012; provided, however that on July 1 of each year this Agreement shall be automatically renewed for a period of one (1) year for each renewal unless either party gives written notice to the other on or before June 1 of any year that it has elected not to renew this

Agreement, in which case this Agreement shall terminate as of the end of the then-current term. Notwithstanding the foregoing, either party may terminate this Agreement upon thirty (30) days' prior written notice to the other.

3. Operating Budget. Manager shall manage, supervise, and operate the Property pursuant to this Agreement in accordance with an annual operating budget (the "Operating Budget"). The Operating Budget shall be submitted by Manager to Owner each year according to Owner's schedule for Owner's approval. The Operating Budget shall be submitted in Owner's format and shall include annual management plans with suggested capital improvements, market summaries, detailed suggestions for the improved operation of the Property, and a detailed narrative. Manager shall then be authorized without the need for further Owner approval, to make the expenditures and incur the obligations set forth in the Operating Budget, which shall be paid using revenues from the Property. Owner may subsequently modify the Operating Budget upon written notice to the Manager who shall thereafter manage the Property in accordance with the modified Operating Budget. Manager may recommend changes in the Operating Budget from time to time and shall implement such changes as approved in writing by Owner.

The initial Operating Budget shall be submitted by Manager to Owner for Owner's approval on or before January 30, 2012.

4. Bank Account; Deposits and Withdrawals.

(a) Depository Account; Deposits. Manager shall deposit promptly upon receipt all property revenues and payments including, but not limited to, parking charges, rent, expense reimbursements, and security deposits directly into the existing bank account of Owner designated for such purpose.

(b) Withdrawals. Manager shall not be entitled to withdraw funds from said account. Manager shall pay costs incurred by Manager in performing Manager's obligations under this Agreement from Manager's own funds, and Owner shall pay Manager a management fee under Section 14 below.

5. Extraordinary Expenses. Manager may make payment from Manager's funds for costs, repairs or services not contemplated by the Operating Budget, nor approved in advance by the Owner, if, in the good faith opinion of the Manager, such costs, repairs or services are necessary to protect the Property from damage; protect persons from personal injury, or the Owner from liability, or provide services to the tenants as called for by their leases; or as required by applicable law. Such costs shall be included for the purpose of calculating the management fee pursuant to Section 14 below.

6. Collection of Rents and Parking Fees. Manager shall take all reasonable and customary steps to bill, collect, and enforce the collection of all parking fees, rents, expense reimbursements, common area maintenance charges, security deposits and other charges due from users of the parking facilities and from tenants in accordance with the terms of their leases, or related agreements.

7. Lease Negotiations. Manager shall have the right to enter into negotiations with tenants for rentable areas of the Property. Manager shall submit to Owner for its approval and

signature, all proposed leases affecting the Property, along with all noticed information available to Manager concerning the proposed lease, including, without limitation: (a) the lease proposal, specifying terms, rates and conditions, (b) financial information concerning the proposed tenants, (c) plans and specifications for proposed tenant improvements and fixturation, and (d) any proposed use or other restrictions to be contained in the lease. Manager may not execute leases on behalf of Owner.

8. Lease Administration. Manager shall receive, promptly consider, and act upon or reasonably deny service requests by tenants, and maintain systematic records showing the actions taken with respect to each request. Manager shall, in a courteous and expeditious manner, handle all complaints by tenants relating to the Property or to the leases.

Manager shall not institute actions to terminate or extend leases, evict tenants and recover possession of the Property, sue in Owner's name for specific performance or the recovery of damages, and otherwise enforce Owner's rights to the Property, without Owner's prior approval. In the event legal assistance is required to perform Manager's duties under this Paragraph, Manager shall notify Owner, and shall thereafter proceed only with the assistance of Owner's counsel or other counsel selected by Manager with Owner's reasonable prior approval. Manager may also compromise, or release claims or actions, or reinstate such tenancies, only as Owner may approve prior to the taking of such action. The expenses for such counsel shall be borne by Owner.

Manager shall have the right, authority and power to collect any delinquent amounts from tenants attributable to periods of Manager's fee ownership of the Property, provided, however, that Manager must consult with Owner and obtain Owner's approval prior to taking any action that would have a materially adverse impact on the Property, Owner's relationship with any tenants of the Property (other than the particular tenant in question), or Owner's interest in the Property. Any delinquencies collected shall be applied to such tenant obligations in the inverse order of maturity.

9. Services, Repairs and Maintenance. Manager shall take all reasonable steps to maintain the Property in first-class operating condition comparable to that of other first-class garages and retail properties in the general market area. In connection therewith, Manager shall conduct regular periodic property inspections at different times of the day, week, and month; shall make or cause to be made, and shall supervise all reasonably necessary repairs, replacements, alterations, substitutions, improvements, decorations, landscaping and general property maintenance, so as to maintain the operating efficiency thereof. Manager shall direct the purchase of all supplies, equipment, materials, and services reasonably necessary or advisable for the maintenance and operation of the Property, including but not limited to, utility services, janitorial services, window cleaning, building security, rubbish removal, landscaping and parking lot maintenance, and maintenance of all mechanical equipment and electrical and plumbing facilities. Manager shall not add any profit or fee to the cost of such supplies or services furnished to the Property and shall deposit in the Depository Account all fees, profits, rebates or other value received by Manager directly or indirectly from third parties in connection with such supplies and services. Nothing in this paragraph shall prohibit Manager from recovering its indirect overhead costs associated with the supplies and services provided pursuant to this Agreement.

10. Construction Management. Manager shall honor the obligations of Owner to tenants of the Property, including, without limitation, supervising the construction of tenant improvements in accordance with approved plans and specifications therefor.

11. Employees/Independent Contractors. Manager shall hire, pay and supervise, as employees or contractors of Manager, all persons reasonably required to carry out Manager's responsibilities hereunder. Manager shall have the sole responsibility for all matters related to employees of Manager, and shall fully comply with all applicable laws and regulations affecting the employer/employee relationship, including, without limitation, laws and regulations having to do with payroll withholdings, workers' compensation insurance, social security, unemployment insurance and laws, hours of labor, wages, and working conditions. Manager shall be solely responsible for the supervision and direction of any and all independent contractors or other third parties performing services or providing supplies or materials for the Property.

12. Records and Documents. Manager shall maintain complete and accurate records of all transactions relating to the Property, including without limitation, copies of all leases, contracts, invoices, receipts, and other documents relating thereto. Such records and documents shall be available for inspection by the Owner.

13. Government Compliance with Law. Manager shall, at Owner's expense, comply with all applicable building codes, zoning and licensing requirements, and other governmental laws, ordinances and regulations applicable to the Property.

14. Compensation to the Manager. Owner shall pay to Manager for the performance of its property management services hereunder, an annual management fee (calculated after payment of all debt service obligations of Owner). Such fee shall consist of the costs incurred by Manager in performing this Agreement to the extent income from the Property after payment of Owner's debt service obligations is available to pay such fee.

15. Actions and Compensation upon Termination. Upon the expiration or termination of this Agreement, both parties shall cooperate fully and take up all actions which may reasonably be necessary in order to conclude the business between the parties in a prompt and orderly fashion; provided, however, that Manager shall no longer have any right or authority to act for Owner. Manager shall deliver originals of all documents and records in Manager's or Manager's agent's possession to Owner. Upon such termination, the Manager shall be entitled to any compensation which has accrued (e.g., pro-rated management fees) and become payable as of the effective date of such termination, and any reimbursement due pursuant to Paragraph 5 hereof.

16. Indemnification by Owner. Owner shall hold Manager harmless from and defend Manager against any claims, liabilities, losses, costs and expenses, including reasonable attorney's fees, related to or arising out of any condition of or injury suffered by a third party on the Property or arising out the management of the Property in accordance with this Agreement during the term of this Agreement.

17. Indemnification by Manager. Notwithstanding anything to the contrary contained in Paragraph 16 above, Manager shall hold Owner harmless from and defend against any claim, demand, action, proceeding, suit, cost or expense, including reasonable attorneys' fees, related to or arising out of acts or omissions of Manager during the term of this Agreement which:

(a) Constitute negligence or willful misconduct on the part of Manager, its employees, contractors or agents, or

(b) Are acts outside the scope of Manager's authority or responsibility under this Agreement; or

(c) Are in breach of Manager's duties under this Agreement;

(d) Constitute intentional torts on the part of Manager, its employees, contractors or agents.

18. Insurance. Manager shall purchase and maintain comprehensive general liability insurance for the Property. Manager shall purchase and maintain reasonable hazard/casualty insurance for the Property. Manager shall comply with State law concerning workers compensation insurance. Manager may establish reasonable self insured retentions or deductibles in connection with the insurance required by this Section. Owner shall have the right to reasonably modify the preceding terms of this Section 18 upon notice to Manager.

Both parties hereby waive all rights of recovery against the other on account of loss or damage resulting from personal injury or occasioned to each party or its property or the property of others to the extent that such injury, loss or damage is insured against under any insurance policy.

19. Property Assessments; Utilities. Manager shall arrange for payment from Property revenues of all assessments payable by Owner on the Property and all charges for utilities provided to the Property that are not paid directly by tenants under their leases.

20. Nonassignability. Manager acknowledges that Owner is relying upon the ability of the Manager to provide the services set forth in this Agreement; and as such, this Agreement may not be assigned by or assumed by any Manager without the prior written consent of Owner.

21. Independent Contractors. Manager is an independent contractor hereunder and nothing herein contained shall be deemed or construed to constitute a partnership, or joint venture.

22. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

23. Enforceability. If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remaining terms or provisions shall be valid and be enforced to the fullest extent permitted by law.

24. Entire Agreement. The parties intend that the terms of this Agreement including the attached exhibits and schedules shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

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

By: \_\_\_\_\_  
Barry Brucker,  
President

ATTEST:

\_\_\_\_\_  
BYRON POPE  
Secretary

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

By: \_\_\_\_\_  
Barry Brucker,  
Mayor

ATTEST:

\_\_\_\_\_ (seal)  
BYRON POPE  
City Clerk

**EXHIBIT "A"**

**DESCRIPTION OF RECENT ACQUISITIONS**

**485 N. Roxbury Drive**

THOSE PORTIONS OF LOT "A" OF THE RANCHO RODEO DE LAS AGUAS, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 107, PAGES 210 TO 212, MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND THOSE PORTIONS OF TRACT BEVERLY, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 94 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PARCEL OF LAND BOUNDED NORTHWESTERLY BY THE SOUTHEASTERLY LINE OF SANTA MONICA BOULEVARD, 85 FEET WIDE, AS DESCRIBED IN THE DEED TO THE COUNTY OF LOS ANGELES, RECORDED DECEMBER 5, 1911, AS INSTRUMENT NO. 99 IN BOOK 4786 PAGE 220 OF DEEDS: SOUTHEASTERLY BY NORTHWESTERLY LINE OF THAT PARCEL 1, AND ITS NORTHEASTERLY AND SOUTHWESTERLY PROLONGATIONS, AS DESCRIBED IN THE JUDGMENT AND FINAL ORDER OF CONDEMNATION, FILED JANUARY 30, 1981 IN THE ACTION ENTITLED "THE PARKING AUTHORITY OF THE CITY OF BEVERLY HILLS, VS. SOUTHERN PACIFIC TRANSPORTATION COMPANY, ETC., ET AL., IDENTIFIED AS CASE NO. C 256 501; SOUTHWESTERLY BY THE NORTHWESTERLY PROLONGATION OF THE CENTER LINE OF LINDEN DRIVE, 70 FEET WIDE, AS SHOWN ON SAID TRACT; NORTHEASTERLY BY THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF LOT "I" OF SAID TRACT.

EXCEPTING AND RESERVING THEREFROM UNTO THE GRANTOR HEREIN ALL OIL, PETROLEUM, GAS, ORES, ASPHALTUM AND ALL KINDRED SUBSTANCES AND OTHER MINERALS UNDER AND IN SAID LAND, BUT WITHOUT THE RIGHT TO SURFACE ENTRY ABOVE 500 FEET.

**485 N. Bedford Drive**

THAT PARCEL OF LAND BOUNDED NORTHWESTERLY BY THE SOUTHEASTERLY LINE OF SANTA MONICA BOULEVARD, 85 FEET WIDE, AS DESCRIBED IN THE DEED TO THE COUNTY OF LOS ANGELES, RECORDED DECEMBER 5, 1911, AS INSTRUMENT NO. 99 IN BOOK 4786, PAGE 220, OF DEEDS: SOUTHEASTERLY BY THE NORTHWESTERLY LINE OF THAT PARCEL 2, AND ITS NORTHEASTERLY PROLONGATION, AS DESCRIBED IN THE JUDGMENT AND FINAL ORDER OF CONDEMNATION, FILED JANUARY 30, 1981 IN THE ACTION ENTITLED "THE PARKING AUTHORITY OF THE CITY OF BEVERLY HILLS, VS. SOUTHERN PACIFIC TRANSPORTATION COMPANY, ETC., ET AL., IDENTIFIED AS CASE NO. C 256 501; SOUTHWESTERLY BY THE NORTHWESTERLY PROLONGATION OF THE

SOUTHWESTERLY LINE OF LOT "I" OF SAID TRACT; NORTHEASTERLY BY THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF LOT "H" OF SAID TRACT.

EXCEPTING AND RESERVING THEREFROM UNTO THE GRANTOR HEREIN ALL OIL, PETROLEUM, GAS, ORES, ASPHALTUM AND ALL KINDRED SUBSTANCES AND OTHER MINERALS UNDER AND IN SAID LAND, BUT WITHOUT THE RIGHT TO SURFACE ENTRY ABOVE 500 FEET.

**485 N. Camden Drive**

THAT PARCEL OF LAND BOUNDED NORTHWESTERLY BY THE SOUTHEASTERLY LINE OF SANTA MONICA BOULEVARD, 85 FEET WIDE, AS DESCRIBED IN THE DEED TO THE COUNTY OF LOS ANGELES, RECORDED DECEMBER 5, 1911, AS INSTRUMENT NO. 99 IN BOOK 4786 PAGE 220, OF DEEDS; SOUTHEASTERLY BY THE NORTHWESTERLY LINE OF THAT PARCEL 3, AND ITS NORTHEASTERLY PROLONGATION, AS DESCRIBED IN THE JUDGMENT AND FINAL ORDER OF CONDEMNATION, FILED JANUARY 30, 1981 IN THE ACTION ENTITLED "THE PARKING AUTHORITY OF THE CITY OF BEVERLY HILLS, VS. SOUTHERN PACIFIC TRANSPORTATION COMPANY, ETC., ET AL., IDENTIFIED AS CASE NO. C 256 501; SOUTHWESTERLY BY THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF LOT "H" OF SAID TRACT; NORTHEASTERLY BY THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF LOT "A" OF SAID TRACT.

EXCEPTING AND RESERVING THEREFROM UNTO THE GRANTOR HEREIN ALL OIL, PETROLEUM, GAS, ORES, ASPHALTUM AND ALL KINDRED SUBSTANCES AND OTHER MINERALS UNDER AND IN SAID LAND, BUT WITHOUT THE RIGHT TO SURFACE ENTRY ABOVE 500 FEET.

**485 N. Rodeo Drive**

THAT PARCEL OF LAND BOUNDED NORTHWESTERLY BY THE SOUTHEASTERLY LINE OF SANTA MONICA BOULEVARD, 85 FEET WIDE, AS DESCRIBED IN THE DEED TO THE COUNTY OF LOS ANGELES, RECORDED DECEMBER 5, 1911, AS INSTRUMENT NO. 99 IN BOOK 4786 PAGE 220, OF DEEDS; SOUTHEASTERLY BY THE NORTHWESTERLY LINE OF THAT PARCEL 4, AND ITS NORTHEASTERLY PROLONGATION, AS DESCRIBED IN THE JUDGMENT AND FINAL ORDER OF CONDEMNATION, FILED JANUARY 30, 1981 IN THE ACTION ENTITLED "THE PARKING AUTHORITY OF THE CITY OF BEVERLY HILLS, VS. SOUTHERN PACIFIC TRANSPORTATION COMPANY, ETC., ET AL., IDENTIFIED AS CASE NO. C 256 501; SOUTHWESTERLY BY THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF LOT "A" OF SAID TRACT; NORTHEASTERLY BY THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF LOT "B" OF SAID TRACT.

EXCEPTING AND RESERVING THEREFROM UNTO THE GRANTOR HEREIN ALL OIL, PETROLEUM, GAS, ORES, ASPHALTUM AND ALL KINDRED SUBSTANCES AND OTHER MINERALS UNDER AND IN SAID LAND, BUT WITHOUT THE RIGHT TO SURFACE ENTRY ABOVE 500 FEET.

**485 N. Beverly Drive**

THAT PARCEL OF LAND BOUNDED NORTHWESTERLY BY THE SOUTHEASTERLY LINE OF SANTA MONICA BOULEVARD, 85 FEET WIDE, AS DESCRIBED IN THE DEED TO THE COUNTY OF LOS ANGELES, RECORDED DECEMBER 5, 1911, AS INSTRUMENT NO. 99 IN BOOK 4786, PAGE 220, OF DEEDS: SOUTHEASTERLY BY THE NORTHWESTERLY LINE OF THAT PARCEL 5, AND ITS NORTHEASTERLY PROLONGATION, AS DESCRIBED IN THE JUDGMENT AND FINAL ORDER OF CONDEMNATION, FILED JANUARY 30, 1981 IN THE ACTION ENTITLED "THE PARKING AUTHORITY OF THE CITY OF BEVERLY HILLS, SOUTHERN PACIFIC TRANSPORTATION COMPANY, ETC., ET AL., IDENTIFIED AS CASE NO. C 256 501; SOUTHWESTERLY BY THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF LOT "B" OF SAID TRACT; NORTHEASTERLY BY THE NORTHWESTERLY PROLONGATION OF THE CENTER LINE OF BEVERLY DRIVE, 84 FEET WIDE, AS SHOWN ON SAID TRACT.

EXCEPTING AND RESERVING THEREFROM UNTO THE GRANTOR HEREIN ALL OIL, PETROLEUM, GAS, ORES, ASPHALTUM, AND ALL KINDRED SUBSTANCES AND OTHER MINERALS UNDER AND IN SAID LAND, BUT WITHOUT THE RIGHT TO SURFACE ENTRY ABOVE 500 FEET.

**221 N. Crescent Drive**

Lots 16, 17, 18, 19, 20, 21, 22, 23, and 24 of Block 12 of Beverly Hills Tract recorded in Map Book 11 page 94 of maps.

**321-333 South La Cienega Blvd**

Portion of Lot 11 of Rancho Rodeo de Las Aguas Tract recorded in Map Book 32 pages 25-26 of maps.

**333 N. Crescent Drive**

Lots 13, 14, 15, 16, 17, and 18 of block 5 of Beverly Hills Tract recorded in Map Book 11 page 94 of maps.

**440 N. Camden Drive**

Lots 6, 7 and 8 of Block 1 of Beverly Hills Tract recorded in Map Book 11 page 94 of maps.

**461 N. Bedford Drive**

Lots 21, 22, 23, and 24 of Block 20 of Beverly Hills Tract recorded in Map Book 11 page 94 of maps.

**216 S. Beverly Drive**

Lots 2037, 2038, and 2039 of Tract No. 6380 recorded in Map Book 69 pages 11-20 of maps.

**345 N. Beverly Drive**

Lots 18, 19, and 20 of Block 7 of Beverly Hills Tract recorded in Map Book 11 page 94 of maps.

**357-399 N Rodeo Drive / 9500-9526 Brighton**

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

**438 N. Beverly Drive /439 N. Canon Drive**

Lots 5, 6, 7, 18, 19 and 20 of Block 3 of Tract Beverly Hills.