



AGENDA REPORT

Meeting Date: December 19, 2011

Item Number: G-5

To: Honorable Mayor & City Council

From: David Gustavson, Director of Public Works & Transportation

Subject: LANDSCAPING EASEMENT AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND 9336/9346 CIVIC CENTER DRIVE, L.P

Attachments:

1. Easement Agreement
2. Exhibit

RECOMMENDATION

Approve a landscaping easement agreement with 9336/9346 Civic Center Drive, L.P for the purpose of installing and maintaining bambusa textilis (commonly known as weaver's bamboo) and bambusa oldhamii (commonly known as giant timber bamboo) on City property located at 345 Foothill Road.

INTRODUCTION

This report requests formal approval of a landscaping easement agreement between the City of Beverly Hills and 9336/9346 Civic Center Drive, L.P for the purpose of installing and maintaining bambusa textilis (commonly known as weaver's bamboo) and bambusa oldhamii (commonly known as giant timber bamboo) on City property located at 345 Foothill Road. The purpose of the landscaping easement is to provide screening for the building from the City's yard operation and parked utility vehicles.

DISCUSSION

Tishman Speyer (TS) has purchased the former Hilton Hotel headquarters building located at 9336/9346 Civic Center Drive and is in the process of making exterior improvements to their buildings. In addition, TS is in the process of placing landscaping improvements to screen their building from the City's corporation yard. In pursuing this item, TS has requested an easement for the purpose of installing and maintaining

bambusa textilis (commonly known as weaver's bamboo) and bambusa oldhamii (commonly known as giant timber bamboo), or such other landscaping as may be approved by the City on a portion of the City property located at 345 Foothill Road which is adjacent to their buildings. More specifically, TS has asked to use a portion of the parcel of land that used be an old railroad right-of-way and is used by City staff to access the City's fueling facility among other things (legally described as Lot 7 of Block 17 of Tract No. 5647).

Key provisions of landscaping easement agreement:

- City hereby grants a perpetual easement appurtenant to and for the benefit of the Benefited Property for the purpose of installing and maintaining bambusa textilis (commonly known as weaver's bamboo) and bambusa oldhamii (commonly known as giant timber bamboo), or such other landscaping as may be approved by the City in writing, in the Easement Area.
- As long as this Agreement is in full force and effect (and subject to City's rights), Grantee shall have the exclusive right to exercise the specific rights granted to Grantee under this Agreement (including, without limitation, to install and maintain landscaping in the Easement Area); provided, however, City reserves the right to grant other easements and rights to other third parties as long as the same do not conflict with the rights granted to Grantee under this Agreement.
- The area subject to this Agreement is consists of an existing planter area depicted on an Exhibit attached hereto. The Easement Area is owned by City and is immediately adjacent to the eastern boundary of the Benefited Property.
- City makes no warranties or representations, express or implied, regarding the condition of the Easement Area. City shall not be liable to Grantee for any condition of any latent defect in the Easement Area.
- The Landscaping Easement shall be perpetual and irrevocable, subject to the provisions of this Agreement. Notwithstanding the foregoing, City and Grantee shall each have the right to terminate this Agreement at any time, which right shall be exercisable by delivery of written notice to the other party stating that such terminating party has elected to terminate this Agreement and setting forth the date for termination of this Agreement; provided that, the Termination Date shall not be less than thirty (30) days after the date the non-terminating party receives the Termination Notice.
- If City or Grantee elects to terminate this Agreement, then this Agreement shall automatically terminate and be of no further force or effect, and City and Grantee shall be relieved of their respective obligations under this Agreement, as of the Termination Date, except those obligations which specifically survive the expiration or earlier termination of this Agreement.
- Grantee, at its sole cost and expense, shall: (a) cause the existing irrigation system within the Easement Area to be extended as necessary to maintain the landscaping located therein; (b) cause the water supplied to the Easement Area to be separately metered; (c) pay directly to the applicable public utility company all charges for water supplied to the Easement Area; and (d) maintain the

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landscaping in the Easement Area and keep the irrigation system in good and operable condition and repair. Any damage to the Easement Area or adjoining landscaping, improvements or property arising out of the operation, servicing or repair of the irrigation system shall be repaired and/or replaced (as applicable) at the sole expense of the Grantee to the satisfaction of the City Manager.

The City Attorney's office has reviewed the landscaping easement agreement attached to this report to accommodate the TS request while protecting the City's interests.

Staff recommends that the City Council approve the landscaping easement agreement with 9336/9346 Civic Center Drive, L.P.

FISCAL IMPACT

Although staff does not recommend that TS pay for the use of the City property, TS shall reimburse City for its actual costs to draft and negotiate the landscaping easement agreement.



David D. Gustavson
Approved By

Attachment 1

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP
1901 Avenue Of The Stars, Suite 1800
Los Angeles, California 90067-6019
Attention: John M. Tipton, Esq.

APN: 4342-014-001

(Space Above For Recorder's Use)

LANDSCAPING EASEMENT AGREEMENT
BETWEEN THE CITY OF BEVERLY HILLS
AND 9336/9346 CIVIC CENTER DRIVE, L.P.

1. PARTIES. This Landscaping Easement Agreement (the "Agreement") is dated as of _____, 2011 and is entered into by and between the CITY OF BEVERLY HILLS, a municipal corporation ("City"), and 9336/9346 Civic Center Drive, L.P., a Delaware limited partnership ("Grantee"), who owns that certain real property (the "Benefited Property") located in the City of Beverly Hills, County of Los Angeles, State of California, and more particularly described on Exhibit "A" attached hereto and made a part hereof.

2. GRANT OF EASEMENT. Subject to the provisions of this Agreement, City hereby grants a perpetual easement appurtenant (the "Landscaping Easement") to and for the benefit of the Benefited Property and Grantee, as the owner of the Benefited Property, and its Entitled Users (as defined in Section 7 below), for the purpose of installing and maintaining bambusa textilis (commonly known as weaver's bamboo) and bambusa oldhamii (commonly known as giant timber bamboo), or such other landscaping as may be approved by the City in writing, in the Easement Area (as defined in Section 3 below). As long as this Agreement is in full force and effect (and subject to City's rights contained in Section 11 below), Grantee shall have the exclusive right to exercise the specific rights granted to Grantee under this Agreement (including, without limitation, to install and maintain landscaping in the Easement Area); provided, however, City reserves the right to grant other easements and rights to other third parties as long as the same do not conflict with the rights granted to Grantee under this Agreement.

3. EASEMENT AREA. The area subject to this Agreement is consists of an existing planter area depicted on Exhibit "B" attached hereto (the "Easement Area"). The Easement Area is owned by City and is located immediately adjacent to the eastern boundary of the Benefited Property. City makes no warranties or representations, express or implied, regarding the condition of the Easement Area. City shall not be liable to Grantee for any condition of any latent defect in the Easement Area.

4. PERPETUAL EASEMENT; TERMINATION. The Landscaping Easement shall be perpetual and irrevocable, subject to the provisions of this Agreement. Notwithstanding the foregoing, except as otherwise expressly provided below, City and Grantee shall each have the right to terminate this Agreement at any time, which right shall be exercisable by delivery of written notice (the "Termination Notice") to the other party stating that such terminating party has elected to terminate this Agreement and setting forth the date for termination of this Agreement (the "Termination Date"); provided that, the Termination Date shall not be less than thirty (30) days after the date the non-terminating party receives the Termination Notice. If City or Grantee elects to terminate this Agreement pursuant to this Section 4, then this Agreement shall automatically terminate and be of no further force or effect, and City and Grantee shall be relieved of their respective obligations under this Agreement, as of the Termination Date, except those obligations which specifically survive the expiration or earlier termination of this Agreement. On or before the Termination Date, Grantee shall surrender the Easement Area in accordance with Section 15 below.

5. USE; MAINTENANCE. Grantee, at its sole cost and expense, shall: (a) cause the existing irrigation system within the Easement Area to be extended as necessary to maintain the landscaping located therein; (b) cause the water supplied to the Easement Area to be separately metered; (c) pay directly to the applicable public utility company all charges for water supplied to the Easement Area; and (d) maintain the landscaping in the Easement Area and keep the irrigation system in good and operable condition and repair. Prior to proceeding with any excavation in the Easement Area, Grantee or its contractor will contact Underground Service Alert to check for existing easements, utilities and/or underground structures in the Easement Area ("Existing Facilities"), and Grantee will not disrupt any Existing Facilities without City's prior written consent. Any damage to the Easement Area (including any Existing Facilities) or adjoining landscaping, improvements or property arising out of the operation, servicing or repair of the irrigation system shall be repaired and/or replaced (as applicable) at the sole expense of the Grantee to the satisfaction of the City Manager. Notwithstanding the foregoing, City, at its sole cost and expenses, shall maintain and repair the existing planters located in the Easement Area, and Grantee shall not be required to make any alterations, improvements or repairs to such existing planters (whether to comply with laws or otherwise), unless such alterations, improvements or repairs are required to repair damage caused to the existing planters by Grantee or any other Entitled Users

6. ALTERATIONS AND IMPROVEMENTS. Except as expressly provided in Section 5 above, Grantee shall not construct or install any structures, improvements, or fixtures on the Easement Area without the prior written consent of the City Manager.

7. EASEMENT RUNS WITH LAND. The grant of the Landscaping Easement shall (a) bind and include not only City but also its successors and assigns, and (b) bind and burden the Easement Area, which shall be the servient tenement. The grant of the Landscaping Easement shall benefit the Benefited Property, which shall be the dominant tenement. Grantee may permit and designate, from time to time, its Entitled Users to use the Landscaping Easement. "Entitled Users" shall mean the owner of the Benefited Property and its employees, agents, contractors, licensees and mortgagees. Each provision of this Agreement, and each agreement, promise, covenant and undertaking to comply with each provision of this Agreement: (i) shall be deemed incorporated in each deed or other instrument by which any right, title or

interest in any portion of the Easement Area or the Benefited Property is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument; and (ii) shall be deemed a covenant running with the land to, with and for the benefit of each owner of the Benefited Property; and also an equitable servitude, running, in each case, as a burden with and upon the title to each and every portion of the Easement Area and the Benefited Property, respectively. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of City and Grantee. A person or entity shall be bound by this Agreement only during the period such person or entity is the fee or leasehold owner of any property which is subject to this Agreement, except as to obligations, liabilities and responsibilities that accrue during said period. Although persons or entities may be released under this Section 7, the covenants and restrictions in this Agreement shall continue to be benefits to and servitudes upon said property running with the land.

8. **INDEMNIFICATION.** Grantee shall indemnify and hold harmless City, the City Council and each member thereof, and City's officers, employees and agents (all collectively referred to as "Indemnitees") from and against any and all claims, liabilities, losses, costs, expenses and damages arising from the use of the Easement Area by Grantee or any other Entitled Users or from any activity, work, or other things done or suffered by Grantee or any other Entitled Users in or about the Easement Area, and shall further indemnify and hold harmless Indemnitees from and against any and all claims, liabilities, losses, costs, expenses and damages arising from any breach or default in the performance of any obligations on Grantee's part to be performed under the terms of this Agreement, or arising from any act or negligence of the Grantee or any other Entitled Users, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding be brought against Indemnitees by reason of any such claim, Grantee, upon notice from Indemnitees shall defend Indemnitees at Grantee's expense, by counsel reasonably satisfactory to Indemnitees. Grantee, as a material part of the consideration to City, hereby assumes all risk of damage to property or injury to persons in, upon or about the Easement Area, from any cause; and Grantee hereby waives all claims in respect thereof against City. Grantee shall give prompt notice to City in case of casualty or accidents on or about the Easement Area. The terms of this Section 8 shall survive the termination of this Agreement.

9. **INSURANCE.**

A. **Liability.** Grantee shall at all times during the term of this Agreement shall, at Grantee's expense, maintain in force insurance policies which will defend, insure and indemnify the Grantee, City and the other Indemnitees against liability or financial loss resulting from any suits, claims or actions and from all costs and expenses of litigation, in an amount of not less than Five Million Dollars (\$5,000,000) combined single limit for any injury to persons and/or damage to property in or about the Easement Area by reason of the use and occupation by Grantee or by any other Entitled Users of the Easement Area together with an endorsement as set forth in the standard City Certificate of Insurance. Such insurance shall include contractual liability coverage with respect to Grantee's obligations under Section 8 above. Not more frequently than once each year, if, in the opinion of the insurance broker or consultant retained by City, the amount of public liability insurance coverage at that time is not adequate, Grantee shall increase the insurance coverage as required by City's insurance broker or consultant. Grantee shall also maintain worker's compensation coverage in an amount adequate to comply

with law, and employer's liability coverage with a limit of not less than One Million Dollars (\$1,000,000.00). The general liability insurance shall contain an endorsement naming City as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the insurer shall endeavor to give thirty (30) days prior written notice of cancelation to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

B. Certificates. Said policy shall be issued by an insurer rated in Best's Insurance Guide with a financial rating of A- VII or better. Grantee agrees that it will not cancel or reduce said insurance coverage. **Upon the execution of this Agreement, and thereafter upon written request of Grantee, Grantee shall provide the City Clerk of the City a Certificate from the insurance carrier or carriers showing the aforesaid insurance policies are in effect in the amounts above provided, and if requested, a copy of each insurance policy.**

C. Lapsed Insurance. Grantee agrees that if it does not keep the aforesaid insurance in full force and effect, the City may (but shall not be obligated to) take out the necessary insurance and pay the premium thereon, and Grantee shall reimburse City for the cost thereof within ten (10) days after written demand.

D. Notice. Grantee shall give prompt written notice to City of any damage to the Easement Area during the term of this Agreement and any damage to other property or to persons as a result of Grantee's use of the Easement Area or the operation of the Equipment.

10. **COMPLIANCE WITH LAW**. During the term of this Agreement, Grantee agrees to comply with all existing and future ordinances, rules, laws, or regulations of any governmental agency which are applicable to the Easement Area or the operations of Grantee in the Easement Area.

11. **GRANTEE'S DEFAULT**. The failure by Grantee to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by the Grantee where such failure shall continue for a period of thirty (30) days after written notice thereof by City Manager to Grantee shall entitle the City to terminate this Agreement immediately by written notice from the City Manager. In addition, if Grantee shall fail to perform any obligation under this Agreement within thirty (30) days after written notice thereof is given by City Manager to Grantee, and if such failure shall continue for an additional ten (10) days after written notice thereof is given by City Manager to Grantee (which second written notice shall advise Grantee that City intends to exercise its right to cure such failure), then City shall have the right (but not the obligation) to perform such obligation on the part of Grantee without waiving City's rights based upon any default of Grantee and without releasing Grantee from any obligations hereunder, in which event Grantee shall reimburse City, within thirty (30) days after delivery of an invoice and reasonable supporting documentation, for all reasonable, actual out-of-pocket costs incurred by City in connection with such cure.

12. **REMEDIES ON DEFAULT**. Each provision of this Agreement shall be enforceable by City or Grantee, as the case may be, by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages. If court proceedings are

instituted in connection with the rights of enforcement and remedies provided in this Agreement, the prevailing party shall be entitled to recover its costs and expenses in connection therewith including, without limitation, reasonable attorneys' fees.

13. REIMBURSEMENT OF CITY EXPENSES. Grantee shall reimburse City for its actual costs to draft and negotiate the Agreement. City shall notify Grantee in writing of such actual costs incurred by City, and Grantee shall reimburse such actual costs within thirty (30) days after receipt of an invoice therefor.

14. PAYMENTS AND NOTICES. All payments hereunder (if any) shall be paid by Grantee to the Office of the Cashier of the City at 455 North Rexford Drive, Beverly Hills, California 90210 or at such other address or to such other persons as the City may from time to time designate in writing, and all notices shall be delivered to the Director of Public Works of City at 445 North Rexford Drive, Beverly Hills, California 90210 and to the Chief Financial Officer of the City at the same address, or at such other addresses or to such other persons as the City may from time to time designate in writing. All notices given by City to Grantee hereunder shall be in writing and delivered to Grantee at Tishman Speyer Properties, L.P., 45 Rockefeller Plaza, New York, NY 10111, Attention Chief Financial Officer and Attention Chief Legal Officer. Notices may be personally delivered, delivery by certified mail (return receipt requested), or delivered by reputable overnight delivery service.

15. SURRENDER. Upon the termination of this Agreement pursuant to Section 4 above, the existing landscaping (if not removed as provided hereinbelow) and the irrigation system shall be and become the property of City, and Grantee shall surrender the Easement Area to the City in its then existing, "as is" condition, except that Grantee shall repair any and all damage to the existing landscaping (if not removed as provided hereinbelow), the irrigation system and the planters in the Easement Area caused by Grantee or its agents, employees or contractors (including damage resulting from the removal of the landscaping, if applicable). Notwithstanding the foregoing, if City delivers written notice to Grantee within ten (10) days after receipt of the Termination Notice, requiring Grantee to remove the then existing landscaping in the Easement Area, then Grantee shall do so on or before the Termination Date; provided, however, Grantee shall not be obligated to remove the irrigation system or the planters in the Easement Area.

16. GENERAL PROVISIONS.

A. Waiver. The waiver by City of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The acceptance of payments hereunder by City shall not be deemed to be a waiver of any preceding default by Grantee of any term, covenant or condition of this Agreement, other than the failure of the Grantee to pay the particular payment so accepted, regardless of City's knowledge of such preceding default at the time of the acceptance of such rent.

B. Time. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

C. Prior Agreements. This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall not be effective or binding on any party until fully executed by both parties hereto.

D. Partial Invalidity. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

E. City's Approvals. Neither City's execution of this Agreement nor any consent or approval given by City hereunder in its capacity as City shall waive, abridge, impair or otherwise affect City's powers and duties as a governmental body.

F. POSSESSORY INTEREST TAX. GRANTEE RECOGNIZES AND UNDERSTANDS THAT THIS AGREEMENT MAY CREATE A POSSESSORY INTEREST SUBJECT TO TAXES LEVIED UPON SUCH INTEREST. GRANTEE SHALL PAY ALL SUCH TAXES.

G. Attorneys' Fees. If any party named herein brings an action to enforce the term hereof or to declare rights hereunder, the prevailing party in any such action, on trial and appeal, shall be entitled to recover its costs and reasonable attorneys' fees.

H. Authority of City. The City Manager shall have the authority to give any and all consents, approvals and terminations on behalf of the City hereunder, provided such consents, approvals or terminations, as the case may be, are in writing. The City Manager shall also have the authority to enter into any non-material amendments to this Agreement on behalf of the City, provided such amendments are in writing.

GRANTEE:

9336/9346 CIVIC CENTER DRIVE, L.P.,
A Delaware limited partnership

By: 9336/9346 Civic Center Drive GP, L.L.C.,
a Delaware limited liability company,
its general partner

By: Michael B. Benner AM

Michael B. Benner
Vice President and Secretary

Print Name: _____

Title: _____

[Signatures continue]

CITY:

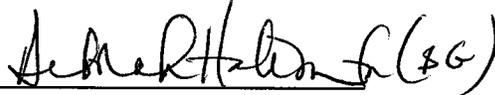
CITY OF BEVERLY HILLS, a municipal
corporation

BARRY BRUCKER
Mayor of the City of Beverly Hills

ATTEST:

(SEAL)
BYRON POPE
City Clerk

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager



DAVID D. GUSTAVSON
Director of Public Works & Transportation



KARL KIRKMAN
Risk Manager

ACKNOWLEDGMENT

State of ~~California~~ New York)
County of New York)

On December 12, 2012, before me, Kerri A. Garrett,
(insert name of notary)

Notary Public, personally appeared Michael B. Benner,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kerri A. Garrett

(Seal)

KERRI A. GARRETT
Notary Public, State of New York
No. 01GA6022001
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 23, 2011

ACKNOWLEDGMENT

State of California)
County of _____)

On _____, before me, _____,
(insert name of notary)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"

DESCRIPTION OF BENEFITED PROPERTY

Real property in the City of Beverly Hills, County of Los Angeles, State of California, described as follows:

PARCEL 1:

LOTS 5 AND 6, IN BLOCK 17 OF TRACT NO. 5647, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 60 PAGE(S) 88 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THOSE PORTIONS OF SAID LOTS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6 IN THE WESTERLY LINE OF LOT 7 IN SAID BLOCK 17;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 7, SOUTH 0° 8' 56" EAST 230 FEET TO THE NORTHERLY LINE OF THIRD STREET AS SHOWN ON MAP OF SAID TRACT 5647;

THENCE ALONG THE NORTHERLY LINE OF THIRD STREET, SOUTH 88° 42' 51" WEST 252.11 FEET TO THE BEGINNING OF A CURVE IN SAID NORTHERLY LINE CONCAVE TO THE NORTHEAST AND HAVING RADIUS OF 140 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE 126.52 FEET TO A POINT IN THE NORTHEASTERLY LINE OF ALPINE DRIVE, AS SHOWN ON SAID MAP;

THENCE ALONG SAID NORTHEASTERLY LINE NORTH 39° 30' 26" WEST 237.94 FEET TO ITS INTERSECTION WITH THE SOUTHEASTERLY LINE OF SANTA MONICA BOULEVARD, AS SHOWN ON SAID MAP OF TRACT NO. 5647;

THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 50° 29' 34" EAST 268 FEET;

THENCE SOUTH 39° 30' 26" EAST 270 FEET;

THENCE NORTH 50° 29' 34" EAST 175.33 FEET TO THE WESTERLY LINE OF SAID LOT 7;

THENCE ALONG SAID WESTERLY LINE SOUTH 0° 8' 56" EAST 72.56 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THOSE PORTIONS OF LOTS 5 AND 6 IN BLOCK 17 OF TRACT 5647, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 60 PAGE 88 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6 IN THE WESTERLY LINE OF LOT 7 OF SAID BLOCK 17;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 7, SOUTH 0° 08' 56" EAST 130 FEET TO THE NORTHEAST CORNER OF THE LAND CONVEYED TO ROBERT E. REID, BY DEED RECORDED IN BOOK 5297, PAGE 104, OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG THE NORTH LINE OF THE LAND SO CONVEYED TO AND ALONG THE NORTH LINE OF THE LAND CONVEYED TO MARY EDITH WILLIAMAN, BY DEED RECORDED IN BOOK 4593, PAGE 329, OF SAID OFFICIAL RECORDS, SOUTH 88° 42' 51" WEST 177.37 FEET TO THE SOUTHEASTERLY LINE OF THE LAND CONVEYED TO PACIFIC ELECTRIC RAILWAY COMPANY BY DEED RECORDED IN BOOK 4651, PAGE 57, OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHEASTERLY LINE AS FOLLOWS; NORTH 42° 19' 34" EAST 121.28 FEET TO THE BEGINNING OF A CURVE IN SAID SOUTHEASTERLY LINE CONCAVE TO THE SOUTHEAST, AND HAVING A RADIUS OF 458.59 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, 65.37 FEET;

THENCE STILL ALONG SAID SOUTHEASTERLY LINE, NORTH 50° 29' 34" EAST 62.09 FEET TO THE WESTERLY LINE OF SAID LOT 7;

THENCE ALONG SAID WESTERLY LINE SOUTH 0° 08' 56" EAST 40.23 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THOSE PORTIONS OF LOTS 5 AND 6 IN BLOCK 17 OF TRACT NO. 5647, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 60 PAGE 88 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF THE LAND CONVEYED TO BEVERLY-GLOBE ICE COMPANY BY DEED RECORDED IN BOOK 5379 PAGE 144, OFFICIAL RECORDS OF SAID COUNTY, DISTANT SOUTH 39° 30' 26" EAST 270 FEET FROM THE MOST NORTHERLY CORNER OF THE LAND SO CONVEYED, IN THE SOUTHEASTERLY LINE OF SANTA MONICA BOULEVARD, AS SHOWN ON THE MAP OF SAID TRACT NO. 5647;

THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF THE LAND SO CONVEYED, SOUTH 39° 30' 26" 6.5 FEET TO THE NORTHWESTERLY LINE OF THE LAND SO CONVEYED TO THE PACIFIC ELECTRIC RAILWAY COMPANY, BY SAID DEED RECORDED IN BOOK 4651, PAGE 57, OFFICIAL RECORDS;

THENCE ALONG SAID NORTHWEST LINE NORTH 50° 29' 34" EAST 93 FEET TO THE BEGINNING OF A CURVE IN SAID NORTHWESTERLY LINE, CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 190 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, 49.84 FEET TO A LINE BEARING NORTH 50° 29' 34" EAST FROM THE POINT OF BEGINNING;

THENCE ALONG SAID LINE SOUTH 50° 29' 34" WEST TO THE POINT OF BEGINNING.

PARCEL 4:

THOSE PORTIONS OF LOTS 5 AND 6 IN BLOCK 17 OF TRACT 5647, IN THE CITY OF BEVERLY HILLS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 60 PAGE 88 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID LOT 5; DISTANT THEREON SOUTHERLY 349.2 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE 32.33 FEET;

THENCE SOUTH 50° 29' 34" WEST 62.09 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 458.59 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE 65.37 FEET;

THENCE SOUTH 42° 19' 34" WEST 121.28 FEET TO A LINE PARALLEL WITH AND 100 FEET DISTANT NORTHERLY FROM THE SOUTHERLY LINE OF SAID LOT 6;

THENCE SOUTH 88° 42' 51" WEST ALONG LAST MENTIONED PARALLEL LINE 12.73 FEET;

THENCE SOUTHWESTERLY ALONG A LINE PARALLEL WITH AND 309 FEET, DISTANT SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF SANTA MONICA BOULEVARD AS SHOWN ON SAID MAP OF SAID TRACT NO. 5647 TO A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 6;

THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO THE POINT IN A LINE PARALLEL WITH AND 293 FEET, DISTANT SOUTHEASTERLY FROM SAID SOUTHEASTERLY LINE OF SANTA MONICA BOULEVARD;

THENCE NORTHWESTERLY ALONG LAST MENTIONED PARALLEL LINE TO A POINT IN THE SOUTHEASTERLY PROLONGATION OF A LINE WHICH IS PARALLEL WITH AND 110 FEET, DISTANT NORTHEASTERLY FROM THAT PORTION OF THE SOUTHWESTERLY LINE OF SAID LOT 6 HAVING A BEARING OF NORTH 39° 30' 26" WEST;

THENCE SOUTHEASTERLY ALONG SAID SOUTHEASTERLY PROLONGATION OF LAST MENTIONED PARALLEL LINE 7 FEET;

THENCE NORTHEASTERLY ALONG A LINE PARALLEL WITH AND 300 FEET DISTANT SOUTHEASTERLY FROM SAID SOUTHEASTERLY LINE OF SANTA MONICA BOULEVARD 158 FEET;

THENCE NORTHWESTERLY AT RIGHT ANGLES TO LAST MENTIONED PARALLEL LINE 23.5 FEET TO A POINT IN A LINE WHICH IS PARALLEL WITH AND DISTANT SOUTHEASTERLY 276.5 FEET FROM SAID SOUTHEASTERLY LINE OF SANTA MONICA BOULEVARD;

THENCE NORTHEASTERLY ALONG LAST MENTIONED PARALLEL LINE 93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 190 FEET;

THENCE NORTHEASTERLY ALONG LAST MENTIONED CURVE 49.84 FEET;

THENCE NORTH 50° 29' 34" EAST 33.06 FEET TO THE POINT OF BEGINNING.

PARCEL 5A:

THAT PORTION OF LOT 6 IN BLOCK 17 OF TRACT 5647, IN THE CITY OF BEVERLY HILLS IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 60 PAGE 88 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 6;

THENCE ALONG THE NORTHWESTERLY LINE OF LOTS 6 AND 5 OF SAID BLOCK 17, NORTH 50° 29' 34" EAST 268 FEET;

THENCE AT RIGHT ANGLES SOUTH 39° 30' 26" EAST 232.66 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 39° 30' 26" EAST 67.34 FEET;

THENCE SOUTH 50° 29' 32" WEST 158 FEET;

THENCE NORTH 39° 30' 26" WEST 67.34 FEET;

THENCE NORTH 50° 29' 34" EAST 158 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE NON-EXCLUSIVE RIGHTS, AND SUBJECT TO THE TERMS, CONDITIONS, PROVISIONS AND LIMITATIONS OF THE FOLLOWING:

PARCEL 5B:

AN EASEMENT FOR INGRESS AND EGRESS OVER A STRIP OF LAND 20 FEET WIDE IN SAID LOTS 5 AND 6, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST LINE OF SAID LOT 5, DISTANT NORTH 50° 29' 34" EAST 248 FEET FROM THE MOST WESTERLY CORNER OF SAID LOT 6;

THENCE NORTH 50° 29' 34" EAST 20 FEET;

THENCE AT THE RIGHT ANGLES SOUTH 39° 30' 26" EAST 232.66 FEET;

THENCE SOUTH 50° 29' 34" WEST 20 FEET;

THENCE NORTH 39° 30' 26" WEST 232.66 FEET TO THE POINT OF BEGINNING.

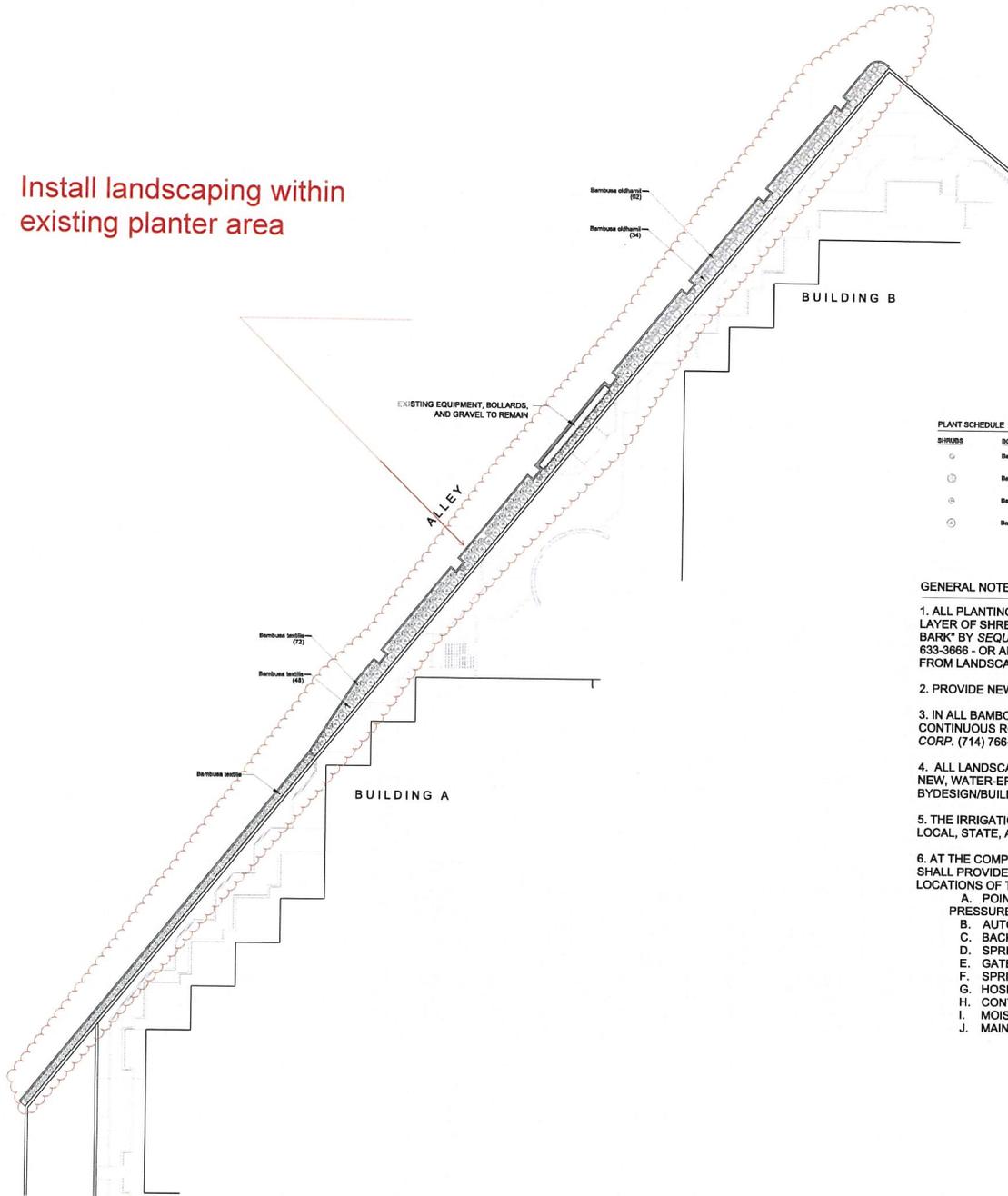
APN: 4342-014-001

EXHIBIT "B"

DESCRIPTION OF EASEMENT AREA

[ATTACHED]

Install landscaping within existing planter area



PLANT SCHEDULE

SHRUBS	BOTANICAL NAME	COMMON NAME	CONT	SPAC	QTY
⊙	Bambusa oldhamii	Clant Timber Bamboo	15 gal	Per plan	62
⊙	Bambusa oldhamii	Clant Timber Bamboo	24" x 24"	Per plan	34
⊙	Bambusa textilis	Weaver's Bamboo	15 gal	Per plan	72
⊙	Bambusa textilis	Weaver's Bamboo	24" x 24"	Per plan	48

- GENERAL NOTES**
- ALL PLANTING AREAS TO BE TOP-DRESSED WITH 2" LAYER OF SHREDDED BARK MULCH - "SHREDDED BARK" BY SEQUOIA HORTICULTURAL PRODUCTS (714) 633-3666 - OR APPROVED EQUAL, OBTAIN APPROVAL FROM LANDSCAPE ARCHITECT.
 - PROVIDE NEW TOPSOIL PER SPECIFICATIONS
 - IN ALL BAMBOO PLANTING AREAS PROVIDE CONTINUOUS ROOT BARRIER UB 24-2 BY DEEP ROOT CORP. (714) 766-8835 - SEE 7/L5.0
 - ALL LANDSCAPED AREAS TO BE IRRIGATED WITH NEW, WATER-EFFICIENT IRRIGATION SYSTEM BY DESIGN/BUILD CONTRACTOR.
 - THE IRRIGATION SYSTEM MUST COMPLY WITH ALL LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS.
 - AT THE COMPLETION OF THE JOB, CONTRACTOR SHALL PROVIDE A DIMENSIONED PLAN INDICATING LOCATIONS OF THE FOLLOWING:
 - POINT OF CONNECTION + STATIC WATER PRESSURE
 - AUTOMATIC CONTROLLER
 - BACKFLOW PREVENTER
 - SPRINKLER PRESSURE LINE ROUTING
 - GATE VALVES
 - SPRINKLER CONTROL VALVES
 - HOSE BIBBS
 - CONTROL WIRE ROUTING
 - MOISTURE SENSORS
 - MAIN AND LATERAL LINES

BURTON & COMPANY

Pamela Burton & Company
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Santa Monica, California 90404
310 828 8373 T
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www.pamelaburtonco.com

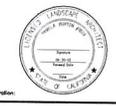
9336-9346
CIVIC CENTER DRIVE
RENOVATION
BEVERLY HILLS, CA 90210

OWNER:
TISHMAN GREYER
ATTN: MATTHEW BIAS
420 S. HOPE STREET, SUITE 200
LOS ANGELES, CA 90071
T: 213 443 8200
F: 213 414 6162

ARCHITECT:
SHIMODA DESIGN GROUP
ATTN: JOE SHIMODA
827 TRACITION AVENUE, SUITE 101
LOS ANGELES, CA 90015
T: 213 394 3171
F: 213 394 1772

STRUCTURAL:
BRANDON & JOHNSTON
ATTN: MANN MOOREN
426 S. OLIVE STREET, SUITE 400
LOS ANGELES, CA 90071
T: 213 394 4800
F: 213 394 4399

LANDSCAPE:
PAMELA BURTON & COMPANY
ATTN: STERION MELINGS
1430 OLYMPIC BOULEVARD
SANTA MONICA, CA 90404
T: 310 828 8373
F: 310 828 8054



NO.	DESCRIPTION	DATE
1	BASE FOR CONSTRUCTION	09.26.11
2	PLAN CHECK	07.18.11
3	PROGRESS	06.20.11
4	SCHEMATIC DESIGN	06.01.11

City Site Planting
ADD ALTERNATE #3



CITY SITE PLANTING SCALE 1/8"=1'-0" L1

L2.6

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Attachment 2



Install landscaping within existing planter area

Map
Traffic

50 ft
10 ft