



AGENDA REPORT

Meeting Date: October 23, 2012

Item Number: F-10

To: Honorable Mayor & City Council

From: Susan Healy Keene, AICP, Director of Community Development

Subject: TERMINATION OF A COVENANT THAT REQUIRES THE PROPERTY LOCATED AT 9953 SOUTH SANTA MONICA BOULEVARD TO PROVIDE 11 OFF-SITE PARKING SPACES FOR THE PROPERTY LOCATED AT 133 SPALDING DRIVE.

Attachments:

1. Original Covenant
2. Proposed Covenant

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to terminate the subject parking covenant.

BACKGROUND

A parking covenant was recorded against 9953 South Santa Monica Boulevard in 1966. The covenant required 11 spaces be provided and maintained for the benefit of the owner at 133 Spalding Drive. The covenanted spaces were intended to serve a project that ultimately did not receive city approval. Furthermore, the property located at 133 Spalding Drive was most recently redeveloped in 2007 with new condominiums, and provides all of its required parking spaces on-site. Accordingly, the covenanted spaces are not required by the city and the owner requests the covenant be terminated.

RECOMMENDED ACTION

Due to the fact that the covenanted parking spaces are not required by the City, staff recommends that the City Council authorize the City Manager to execute and record a new covenant terminating the previously recorded covenant that requires the off-site parking spaces to be provided.

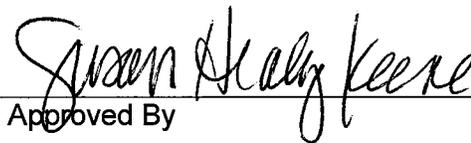
FISCAL IMPACT

Termination of the covenant will not result in any fiscal impacts.

PUBLIC NOTICE

Notice is not required for termination of a single-site covenant.

Susan Healy Keene, AICP
Director of Community Development


Approved By

ATTACHMENT 1
ORIGINAL COVENANT

5

7713

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RECORDING REQUESTED BY
Meyer Kabakow
P. O. Box 431
Los Angeles 35, Calif.
AND WHEN RECEIVED MAIL TO
ABOVE

Name: City Clerk
City of Beverly Hills
450 North Crescent Drive
Beverly Hills, California

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.
59 JAN 20 2 P.M. JAN 20 1966
RAY E. LEE, County Recorder

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT
(Parking Spaces)

FFE
\$2 80
2 S

WHEREAS, the undersigned, (insert the name of all record owners):
Al Grinnett

herby represents and warrants that it is the record owner of the following described real property situated in the City of Beverly Hills, County of Los Angeles, State of California (insert legal description and street address of the property on which parking is to be provided):

9953 Santa Monica Boulevard, Beverly Hills, California

(herein called the "Parking Site");

WHEREAS, the undersigned hereby represents and warrants that the Parking Site contains in all 11 (Eleven) automobile parking spaces, and that not more than none such spaces are encumbered by any other parking covenant or otherwise obligated as parking required by the Beverly Hills Municipal Code for any other use;

WHEREAS, the City of Beverly Hills has required that there be provided and maintained a specified number of parking spaces in connection with the use of the following described real property situated in said City (insert legal description and street address of the property on which the use is to be made for which the parking spaces are required):

Lot 658, Tract 7710, as per map recorded in Book 83, page 94, of Maps in the office of the Los Angeles County Recorder; commonly known as 433 So. Spaulding Drive, Beverly Hills, California

JAN 20 1966

3494

(herein called the "Use Site") for the following described use (insert use to be made of the property):

NOW, THEREFORE, as required by the said Municipal Code, and in consideration of the foregoing, and the issuance by said City of the necessary permits and certificates in connection with said use, the undersigned hereby covenants, promises, and agrees with said City, for the benefit of said City, its public property, and the Use Site, as follows:

1. The undersigned shall provide and maintain Eleven (11) automobile parking spaces (as prescribed by said Municipal Code) on the Parking Site for the benefit of the Use Site so long as a use requiring any parking spaces is maintained on the Use Site. In the event a different use is made of the Use Site resulting in a reduction in the number of required parking spaces, the City, upon written application of the then owner of the Parking Site, will modify this covenant to appropriately reduce the number of spaces required to be provided and maintained hereunder.
2. The title and right to use the Parking Site is and shall be subservient to the title to the Use Site, and no portion of the parking spaces required to be provided and maintained hereunder shall be encumbered by any other parking covenant or otherwise obligated or used as parking required by said Municipal Code for any other use.
3. The failure to provide and maintain the parking spaces required hereunder may result in the revocation of the Certificate of Occupancy for such use, in addition to other prescribed penalties and remedies.
4. Whenever the context hereof requires, the neuter shall include the masculine or feminine, or both, and the singular shall include the plural. It is the intention hereof that this shall constitute a covenant running with the land owned by the undersigned (to wit, the Parking Site), jointly and severally binding upon the undersigned and each of its heirs, representatives, successors and assigns.

DATED: January 19, 1966

Approved for recordation:
Date: _____

City Attorney
By _____

W. Winnett

JAN 20 1966

(INDIVIDUAL)

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS

On January 13, 1966
before me, the undersigned, a Notary Public in and for said County and State, personally appeared W. Winnett

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he is the same.

WITNESS my hand and official seal.

(Seal) _____
Notary Public in and for said County and State
My Commission Expires Jan. 6, 1969

B & P Form No. 12-10, 11, 61

(CORPORATION)

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS

On _____
before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____
known to me to be the _____ President,
and _____
known to me to be _____ Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

(Seal) _____
Notary Public in and for said County and State.

JAN 20 1966

ATTACHMENT 2
PROPOSED COVENANT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Beverly Hills
455 North Rexford Drive
Beverly Hills, CA 90210-4817

[Space Above Line For Recorder's Use]

Recording Fee: Exempt pursuant to California Government Code Section 27383

TERMINATION OF COVENANT AND AGREEMENT

A. On the 20th day of January, in the year 1966, a Covenant and Agreement (hereinafter the "Covenant," a copy of which is attached hereto as Exhibit "A") was recorded as Document Number 1966.120.3494 in the Official Records of the County of Los Angeles, affecting the property identified by Los Angeles County Assessor's Parcel Number 4328-001-019 and commonly known as: 9953 South Santa Monica Boulevard (the "Property"). The Property is legally described as follows. [Check appropriate box depending on how legal description will be provided.]

- See attached Exhibit B; or,
- Legal description: TRACT # 7710 SW 75 FT OF LOT 726

The City of Beverly Hills (the "City") required that the Covenant be recorded against the Property for the following reason(s):

Off-site parking spaces to be provided for the benefit of the property located at 133 Spalding Drive.

On October 23, 2012 the Beverly Hills City Council determined that the Covenant is no longer necessary and can be terminated for the following reason(s):

The covenanted parking spaces were intended to serve a project that ultimately did not receive city approval. Furthermore, the property located at 133 Spalding Drive was most recently redeveloped in 2007 with new condominiums, and provides all of its required parking spaces on-site. Accordingly, the covenanted spaces are not required by the City.

Based on the foregoing, the City hereby terminates the Covenant, and the Covenant shall be of no further force or effect upon recordation of this termination.

- Signatures Begin on the Next Page -

Executed this _____ day of _____, 201 __.

JEFFREY KOLIN
City Manager

I/We am/are the owner(s) of record of the Property as described above and do hereby approve the termination of the Covenant.

Executed this _____ day of _____, 201 __.

OWNER:

Grimmett Family Trust *
Name of Owner

By: _____ *
Mary Lenihan
Trustee

***/Attach ALL PURPOSE ACKNOWLEDGMENT**

NOTE: If any Owner is a corporate entity, signatures from two corporate officers are required. One signature must be from any officer in Group A, and one signature must be from any officer in Group B as follows:

Group A: the chairman of the board, the president, or any vice president

Group B: the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer of the corporation