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THE WEATHER, BEVERLY HILLS

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Summer Activities Off to a New Start in Beverly Hills

BY MICHAEL WITTNER



Kids enjoying basketball at Hawthorne Elementary School.

The vast crowds milling around the Business Triangle on Father's Day, smiles lighting up many of their maskless faces, seemed an auspicious, almost ecstatic, start to the summer of 2021. Beverly Hills was back.

But 2020 doesn't fade quite so fast. After a season of still more mixed messaging and

changing rules from county and state agencies—and the highly contagious Delta variant rearing its ugly head—Beverly Hills summer 2021 isn't the summer of 2019. But it won't be 2020 either.

(Summer Activities continues on page 7)

Service Spotlight: The Beverly Hills Firefighters' Association

BY MICHAEL WITTNER



Beverly Hills Fire Chief Greg Barton and Fire Engineer Amy Horst cruise down Rodeo Drive in a fully restored Ahrens Fox fire engine.

During a difficult year, nonprofits helped countless people pull through. To highlight the incredible work that organizations in and around Beverly Hills are doing for the community, the Courier is starting a new Q&A feature called Service Spotlight. For our first edition, we spoke to Victor Gutierrez, a

Beverly Hills firefighter and the president of the Beverly Hills Firefighters' Association. Since 1939, the BHFA has provided funds and support to Beverly Hills firefighters, and partnered with the Beverly Hills community to effect change.

What is the Beverly Hills Firefighters' Association?

We're not the union, but we are the labor representatives for the members of the fire department. That entails contract negotiations with the city on pay and benefits, it includes obviously community outreach and our involvement in the community, along with kind of partnering with the department on a lot of those things.

(Beverly Hills Firefighters' Association continues on page 11)

City Revises Urgency Ordinance as Variant Cases Rise

BY SAMUEL BRASLOW

The Beverly Hills City Council unanimously voted on June 24 to revise its urgency ordinance relating to COVID-19 public health protocols. The revision ends social distancing requirements for those waiting in lines, the prohibition on buffets and other self-service unwrapped food items, and the prohibition on non-recyclable bags. The Council also voted to repeal a ban on the increase of internet bills—a ban the City Attorney said had been unenforceable. The Council's vote brings the city in line with Los Angeles County guidelines. Finally, the Council announced July 15 as its first in-person meeting in over a year. Virtual access will still be available.

As it stands now, county and federal guidelines still require face coverings regardless of vaccination status on public transit and in transportation hubs.

(Urgency Ordinance continues on page 11)

Council Votes to Outsource City Auditor

BY SAMUEL BRASLOW

When Beverly Hills City Auditor Eduardo Luna announced his resignation after only about three years in the role, it threw the city a curveball. On June 24, the City Council deliberated over the future of the Office of the City Auditor, ultimately deciding to move the role to an outside firm that would report to the City Council.

Mayor Robert Wunderlich, a City Council Liaison to the Audit and Finance Committee and the cofounder of a business and economic consulting company, laid out the two decisions before the Council: whether to outsource the position, and the reporting structure (whether the auditor would report directly to the Council or to the City Manager or delegate for the City Manager).

(City Auditor continues on page 9)

HAPPY 4th of July
INDEPENDENCE DAY

BEVERLY HILLS COURIER



NOW – JULY 25
THE WALLIS: “TEVYE IN NEW YORK!”
 8 p.m.

The Wallis Annenberg Center for the Performing Arts offers “Tevye in New York!” for the beginning of Summer @ The Wallis. The one-man show is performed live by writer, actor, and beloved Wallis friend Tom Dugan on the Promenade Terrace outside. “Tevye in New York!” explains the unanswered questions of what happened to Tevye, his wife Golde and his daughters after the conclusion of “Fiddler on the Roof.” For safety, face coverings are required for staff and guests. https://thewallis.org/tevye?utm_source=wordfly&utm_medium=email&utm_campaign=ThisWeek-June21&utm_content=version_A



NOW – SEPT. 5
INSTITUTE OF CONTEMPORARY ART, LOS ANGELES: KENNETH TAM’S “SILENT SPIKES”

“Silent Spikes,” a two-channel video commissioned by the Queens Museum, New York, is Tam’s first solo institutional presentation in Los Angeles. The video explores the intersections of economics, race, and gender with the archetypal expectations of masculinity. “Silent Spikes” focuses on the histories of Westward expansion and Chinese immigration, contrasting Chinese laborers’ contribution to the building of the American West with their marginalization. On July 7, there will be a virtual conversation between Tam and writer/critic Travis Diehl. <https://dola.com/events/2021/7/7/art-talk-kenneth-tam-and-travis-diehl-tickets>

JULY 3
ECSTATIC DANCE: SILENT WAVE WITH ROBIN PARRISH
 6-8 p.m.

Dance, liberate, meditate and celebrate with eclectic music by using silent disco headsets with Ecstatic Dance’s Silent Wave. Attendees can connect and have space for full self-expression on the beach, which is the dance floor, with the sun setting as a backdrop. Bring a mask, water bottle, and extra warm layers. Convenient parking is offered in Lot 5, 2701 Barnard

Way, Santa Monica, and the location of the event is on the Santa Monica beach by lifeguard Tower 28. <https://www.eventbrite.com/e/july-3rd-sunset-silent-wave-with-robin-parrish-of-ecstatic-dance-la-tickets-161015352253?aff=ebdssbdestsearch>



JULY 3-4
“DAZED AND CONFUSED,” “DIRTY DANCING,” AND FIREWORKS AT CINESPIA
 7:15 p.m. gates open, 9 p.m. movie begins

Cinespia at the Hollywood Forever Cemetery is offering “Dazed and Confused” on July 3 and “Dirty Dancing” on July 4. For a movie under the stars, guests can sit on the lawn and bring a picnic with food and drinks. After the film, a professional fireworks show will occur. <https://www.eventbrite.com/e/dazed-and-confused-fireworks-tickets-158640198103?aff=ebdssbdestsearch>

JULY 3-4
HOLLYWOOD BOWL: FIREWORKS SPECTACULAR WITH KOOL & THE GANG
 7:30 p.m.

As one of its first reopening events, the Hollywood Bowl’s Fourth of July Fireworks Spectacular will feature Kool & the Gang as well as the Hollywood Bowl Orchestra led by Principal Conductor Thomas Wilkins. The disco-funk group will perform, and the orchestra will play patriotic music. For more information and to purchase tickets, visit <https://www.hollywoodbowl.com/events/performances/1228/2021-07-03/july-4th-fireworks-spectacular-with-kool-the-gang>.

JULY 4
UNIVERSAL STUDIOS HOLLYWOOD: FIREWORKS SPECTACULAR CELEBRATION
 9 p.m.

Universal Studios Hollywood invites guests to attend the annual fireworks celebration. Viewable from multiple locations within the theme park, the fireworks spectacular is included with theme park admission to Universal Studios Hollywood. Guests can experience musical performances, rides, and attractions in addition to the fireworks display, which is synchronized to Universal-themed music and patriotic favorites. The fireworks begin at 9 p.m. Before the evening’s pyrotechnics, “WaterWorld,” an action show, will include hundreds of fiery special events and students. <https://www.universalstudioshollywood.com/web/en/us>



JULY 4
LOCAL FIREWORKS

To celebrate the Fourth of July, a myriad of additional locations in and around Los Angeles are displaying fireworks:

Agoura Hills: July 2 - Movie In The Park

Burbank: July 4 - 4th of July Fireworks Display at the Starlight Bowl

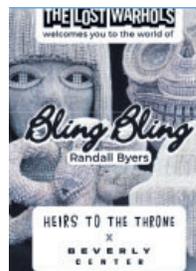
Calabasas: July 4 - July 4th Fireworks & Big Bad Voodoo Daddy Show

Los Angeles: July 1-31: Grand Park’s “Portraits of Freedom” Exhibit; July 4: Smorgasburg LA Returns: ROW DTLA

Pacific Palisades: July 4: July 4th Parade, Flyover and Fireworks

Venice: July 4: July 4th Electric Light Parade

Westlake Village: July 4: 4th of July Drive-Thru Parade



JULY 4
BEVERLY CENTER: “BLING BLING”

The Lost Warhols and art curator and mixed media artist Karen Bystedt bring “Bling Bling” by Randall Byers to Beverly Center. The exhibit will include many large-scale art pieces and an interactive installation, which can be used as a photo-op. Byers will teach classes three times a week throughout the summer to teach students how to bling out their own wine glasses. Admission will cost \$10, and the exhibit will be open until September. <https://beverlycenter.com/stores/heirs-to-the-throne-gallery-bling-bling-gallery-by-randall-byers>



JULY 8
ROOFTOP CINEMA CLUB DTLA REOPENS

Rooftop Cinema Club will now have three locations around Los Angeles with the return of the DTLA location on July 8. Viewers can watch movies in the heart of the city, between glimmering city lights and sky-high buildings. The other locations also have new updates: Rooftop Cinema Club El Segundo will include a new LED screen, and The Drive-In at Santa Monica Airport will now allow designated tailgating outside of vehicles and offer food trucks. <https://rooftopcinemaclub.com/los-angeles/>



JULY 18
LIVE ON STAGE: ED ASNER AND RUTA LEE IN “ANOTHER GIN GAME” AT THEATRE 40
 7 p.m.

Theatre 40 presents the legendary Ed Asner and Ruta Lee in a live performance of “Another Gin Game,” in which two former show biz greats in their twilight years face their past, present and future. Theatre 40 is located on the campus of Beverly Hills High School in the Reuben Cordova Theatre, 241 S. Moreno Dr. Free parking is available. Those who are fully vaccinated do not need to wear a mask, but all others are required to do so. <http://theatre40.org>

JULY 20
JAMES BEARD FOUNDATION: TASTE AMERICA
 5 p.m., 8 p.m.

The James Beard Foundation and Capital One continue the Summer 2021 Taste America culinary series, which will once again include in-person dining events. The event in Los Angeles will be hosted by Chef Brandon Kida at Hinoki & the Bird, which includes a three-course meal with wine and cocktail pairings. There will be two seatings, one at 5 p.m. and another at 8 p.m., and each will accommodate 100 people. <https://www.jamesbeard.org/events/taste-america-los-angeles-6>.

JULY 24
HAMMER MUSEUM: “GOD’S SUICIDE” BY HARMONY HOLIDAY
 7 p.m.

The Hammer Museum presents Harmony Holiday’s “God’s Suicide.” It is a one-man play, which features Larry Powell, and is adapted from an essay by the artist. “God’s Suicide” is based on the rarely recognized five suicide attempts of James Baldwin, making black male vulnerability the central subject. The play focuses on the interplay of creative and destructive forces in societies infected with white supremacy. The event will take place via Zoom, and a full video of the program will be available on the website on June 29. <https://hammer.ucla.edu/programs-events/2021/gods-suicide-harmony-holiday?utm>



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Alleged Anti-Asian Incidents at BHUSD Elicit Response

BY SAMUEL BRASLOW

The Beverly Hills Unified School District (BHUSD) is responding to two alleged incidents of anti-Asian racism by students at Horace Mann and Hawthorne elementary schools. After the two elementary schools experienced what officials describe as “student-to-student racist incidents directed towards Asian Americans,” school administrators had all K-5 teachers hold discussions on racism in their classrooms. Despite some disagreement with the measures, the district says that racism must be addressed explicitly to make progress in combating it.

“As a school district, we often refer back to our BHUSD Vision and Mission Statement when making decisions: In a safe and supportive community, BHUSD will deliver a rigorous and enriching quality education, and prepare all students to thrive as productive citizens in a complex, changing world,” BHUSD Superintendent of Schools Dr. Michael Bregy told the Courier. “All students will be inspired to act with integrity and realize their academic potential while achieving college and career readiness. As part of preparing students to thrive as productive citizens in a complex, changing world, we take an active role in helping

students to understand that teasing can come in different forms and that when it is connected to race it has a different impact that must be acknowledged.”

School officials have not described the incidents that prompted the school’s response. According to an email sent June 6 to the families of students at Horace Mann and Hawthorne, both schools had seen incidents of anti-Asian racism in the previous few weeks. The email said that the incidents represented a first time engaging in racist behavior for many of the students. It also noted that for the victims, “it was one more upsetting event to add to a growing list.”

Since the beginning of the pandemic, anti-Asian racism has surged across the country. A report released on June 30 by California Attorney General Rob Bonta calculated that hate crimes against Asian Americans in the state more than doubled in 2020.

“For too many, 2020 wasn’t just about a deadly virus, it was about an epidemic of hate,” said Bonta, himself the state’s first Filipino-American attorney general. While hate crimes overall were up 31% from 2019 to 2020, Bonta attributed the dramatic rise



Superintendent of Schools Dr. Michael Bregy at the June 22 School Board meeting

in hate crimes targeting Asian Americans to political rhetoric that blamed China for the pandemic because the SARS-CoV-2 virus originated there.

The email, signed by Horace Mann Principal Craig Bugbee and Hawthorne Elementary School Principal Sarah Kaber, argued on behalf of a more proactive response to the reported episodes.

“We are mindful that there is a difference between ‘bad behavior’ and ‘racist behavior,’” the email said. “Lumping all ‘bad/negative/disrespectful’ behavior in the same discipline bucket is not appropriate, especially when the behavior is racist. We cannot expect our students to know what racist behavior is if we don’t teach them.”

The experiences prompted the schools to reflect on how they address racism on campus, the principals wrote. As a result, the administration at Horace Mann and Hawthorne instructed teachers to lead “age-appropriate” discussions on racist behavior and encouraged families to follow up about the conversation at home.

“How can we expect students not to be racist if we do not teach what racist behavior is?”

At the June 22 School Board meeting, long-time teacher Merle Bauer spoke out against the school’s methods. Bauer, a 30-year veteran of the district, described

the approach as “race baiting” and said that during her tenure at BHUSD, she had “never encountered racist behavior.”

“Why didn’t the administration confine their attention to the specific children involved? This is a form of collective punishment and certainly not the way in which to maintain social harmony,” Bauer said. She advocated for a more traditional pedagogical approach, using literature to combat racism and teach character lessons.

At the end of the meeting, Bregy offered a rebuttal to Bauer’s remarks, saying the administration’s approach was not about punishment. “It is about addressing what’s happening,” he said.

“We are an incredible place, a magical place, but we’re also just a microcosm of what’s happening in our country and across the world and we can’t forget that” he said.

Bregy said that the conversation was far from over, especially as BHUSD undergoes a Diversity, Equity and Inclusion review, audit, and implementation process as part of its Strategic Plan. He acknowledged that future conversations would likely generate more controversy.

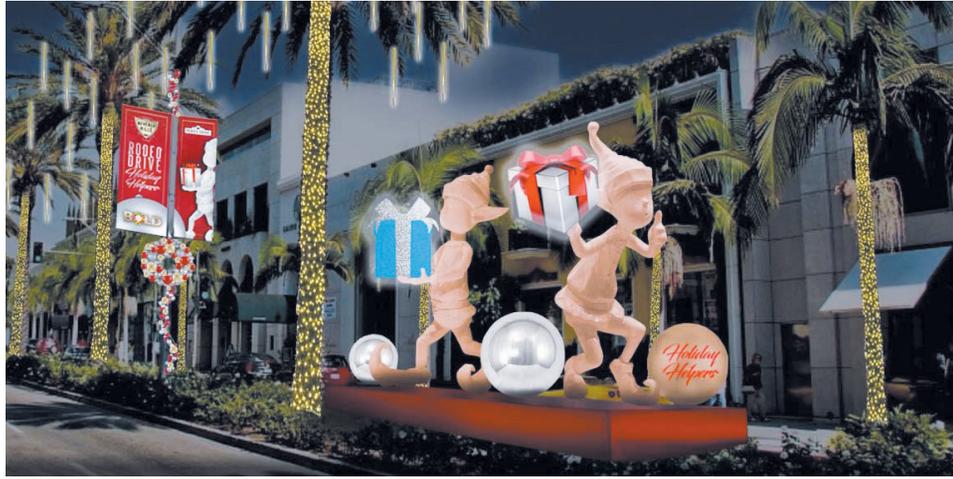
“There’s going to be a lot of red-faced conversations, there’s going to be a lot of emotion going forward, but that’s the only way we’re going to get through this work together as a community.” ●

An advertisement for Oliver Tolentino. It features two models standing in front of a white, ornate architectural background. Both models are wearing long, white, floor-length gowns with intricate floral embroidery in red and green. The text at the top reads "WEDDINGS, PARTIES, & EVENTS ARE BACK!". At the bottom, the text reads: "OLIVER TOLENTINO", "247 South Robertson Blvd.", "Beverly Hills, California 90211", "(310) 858-0555", and "Your neighborhood boutique, specializing in unique couture RTW | Red Carpet | Custom | Bridal".

QUESTIONS? COMMENTS? CONCERNS?
THE COURIER WANTS TO HEAR FROM YOU!
EMAIL: EDITORIAL@BHCOURIER.COM

First Glance at Rodeo Drive Holiday Décor

BY BIANCA HEYWARD



Elves feature prominently in the city's 2021 holiday décor.

Each year in November, Beverly Hills lights up, signaling the beginning of the holiday season. Last winter, the nine medians on Rodeo Drive were transformed into a catwalk, with nine mannequins modeling sparkling gowns replete with faux florals and metallic embellishments. At its June 28 liaison meeting, the Rodeo Drive-Special Events-Holiday Program Committee unveiled the 2021 holiday décor, featuring four to 10-foot-tall glittery elves positioned around large golden luxury vintage car set pieces on a sparkling red platform. Each median would have its own installation designed by the event production company, J. Ben Bourgeois, Inc., with a price tag of \$397,188.77.

"We came up with this concept of holiday helpers, basically a group of elves, that are very whimsical," Kathy Gohari, President of the Rodeo Drive Committee, told the Courier. "It is very much like an abstract piece of art. And the elves, we're planning to basically finish them off in holiday glitter colors of gold, silver, and then they will be surrounded by all sorts of ornate packages, holiday ornaments, and a few cars. The color scheme is an homage to both Christmas and Hanukkah, and the colors will be incorporated in all three blocks for a beautifully lit street for everybody from all over the world to come and visit."

The proposal received mixed responses from Council Liaisons, Mayor Robert Wunderlich and Vice Mayor Lili Bosse. "We like Rodeo Drive to be distinctive and it's a kind of display that you might expect to see in the Grove or someplace like that, you know," Wunderlich said during the meeting. "It's not screaming Rodeo Drive to me."

Wunderlich suggested adding, "something else to reinforce that this is a tradition. That it's a return to tradition, a return to pre-pandemic."

"I think the way that these elves are going to be, in that they're going to be glitter and the size, to me, makes it a little bit more out of the box," Bosse said. "I'm always somebody that likes tradition. But I like tradition with a twist."

However, both liaisons expressed support ultimately, with a few requests.

"Mayor Wunderlich suggested moving the BOLD logo down to the ornaments, and things like that," Gohari, who boasts over two decades of experience on the committee, told the

Courier. "So hopefully we will have a new deck by July 15 with those little details incorporated."

The Committee still is waiting for council approval for the city to use the branding of the Beverly Hills Open Later Days (BOLD) program this holiday season. Both Bosse and Wunderlich expressed support to approve its usage, if retailers in the city agree to keep their shops open later for the season. "If Rodeo Drive banners wanted to say BOLD, I would support that," Bosse said regarding using the BOLD branding on street banners. "But I also feel that it wouldn't make sense if the stores aren't going to be open and if we don't have activation... It would really mean to me that Rodeo Drive and the rest of the community really wants to have the nightlife, have the stores open late, have the activation."

"BOLD has become synonymous with us celebrating our holiday season," Gohari told the Courier. "It has become synonymous with certain stores staying open later, so I only think it is fair to continue the tradition and not lose the momentum and the work that has been put by all the merchants and the city behind BOLD programming in the past few years."

In recent years, Beverly Hills has certainly earned a reputation in going all out for the holidays. In 2019, as part of the BOLD program, the city also put on 12 nights of programming, complete with live performances and fireworks. In 2019, the Committee was working with a 1.3 million budget—a figure that seems almost unimaginable today. Last year, the holiday décor budget was \$352,702.

"We're being extremely conservative, keeping in mind that we need to keep an elevated experience, which doesn't come cheap," Gohari told the Courier. "But at the same time, we're trying really hard to be cost-effective with the production company. Truly, the difference in the minimal cost of increase that is this year versus last year was not about so much about staffing or setup fees, it was a lot of production and storage costs that have changed because of COVID."

The Rodeo Drive-Special Events-Holiday Program Committee will seek final approval for and present the second iteration of the 2021 holiday décor at the July 15 City Council Study Session. ●

Community Members Play Key Role in Public Safety

BY SAMUEL BRASLOW

The Beverly Hills Health and Safety Commission reviewed portions of the city's emergency response infrastructure at its June 28 meeting, highlighting the role of community members and volunteers in the city's public safety apparatus. Despite robust police and fire departments, Beverly Hills relies on a network of volunteers within the city in times of emergencies and special events.

The Disaster Communications System (DCS) operates as an auxiliary communications system for the city "in situations where normal telephone, cellular, two-way radio, satellite or other communication links fail," DCS volunteer Pamela Meadow said.

The group had its origins in 1994 following the Northridge earthquake. The 6.7 magnitude quake brought down the city's radio system, forcing employees to resort to payphones to communicate. More recently, DCS aided the Beverly Hills Fire Department (BHFD) in 2015, providing six hours of radio communications after a power outage disrupted its systems. The group also provides assistance in cases of burglary suppression

and locating missing persons. The group has frozen recruitment efforts due to COVID-19 and the city's search for a new Chief of Police. Prospective applicants must have a HAM radio license and undergo a thorough background check, among other requirements.

The Commission also heard updates on its Community Emergency Response Team (CERT) program, an educational program that outfits community members with essential knowledge for navigating and assisting during crises. Volunteers are taught basic disaster preparedness skills like fire safety, light search and rescue, team organization, disaster medical operations and terrorism response.

The program has coordinated with Just In Case, the city's neighborhood-based emergency preparedness program. Additionally, CERT has expanded to local schools in Beverly Hills through its Teen CERT branch. For more information, visit www.beverlyhills.org/departments/firedepartment/cert, or email cert@beverlyhills.org. ●

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With Gratitude



Sharona R. Nazarian presided over the last Rotary Club of Beverly Hills meeting of her tenure as president on June 28. More than 140 people attended the in-person event, including (from left): Event organizers Jim Jahant, President-Elect Charles L. Black III, Judie Fenton, Nazarian, JR Dzubak and immediate Past President Michael Lushing.

100th Birthday Celebration



Beverly Hills resident Arnie Mills celebrated his 100th birthday at a June 28 party at Nua Restaurant. Mills was the personal manager of legendary performers Vikki Carr, OC Smith and Bobby Vee. During the festivities, Arnie

“stood for three hours, greeted more than 50 people and still wanted to go out afterwards,” his son Adam Mills told the Courier. Adam Mills, wife Jade Mills and the birthday boy Arnie Mills are pictured above.

Euro Caffe Tradition Continues

BY SAMUEL BRASLOW



Italy scores their second goal on Austria, pushing the team into the quarterfinals.

The large group of patrons huddled in the courtyard of the Euro Caffe, their attention fixed on the rollaway flatscreen in front of them showing the European Championship match between Austria and Italy on June 26. If the effortless sprezzatura of their outfits didn't give away their team affiliation, then the chorus of Italian that followed each near-goal by the Azzurri did.

Euro Caffe makes no secret of its love of soccer (or, rather, football), with team photos, signed jerseys, and other sports memorabilia adorning every inch (or, rather, centimeter) of its walls. Ever since the cafe's start on South Santa Monica Boulevard in 2002, it has made itself a haven for fans of the global sport.

“It just happened that we had the TV on and people started coming and watching the soccer games and it became a soccer club,” Myda Kemanjian, who runs the cafe along

with her husband Vartan, told the Courier.

Many of the observers that day had been coming to Euro Caffe for years to watch games. One of the regulars, Giacomo, works nearby at Celine. He's from Italy and explained, “The Italian population is around 17 million. Right now, they all think they can do better than the coach and players.”

When asked the meaning of the unhappy exclamations following a missed shot, Giacomo hesitated. “Strong words,” he offered diplomatically.

But in a tense overtime, Italy scored two goals on Austria, eliciting a surge of cheers from the crowd and pushing the team into the quarterfinals. Italy will face the top ranked team from Belgium in a highly anticipated match up on Friday, July 2. Space at Euro Caffe is limited and reserved for customers on a first-come-first-serve basis. ●

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Many young people are still opting to wear masks outdoors.

(Summer Activities continued from page 1)

“People have their expectations that everything’s going to be back to normal right away, and it takes time to bring things back online. And we are working diligently and hard to get things back online, back in-person, because we know how much people want to be out and really want to be back to normal in a way,” Community Services Communications and Marketing Coordinator Dana Beesen told the Courier. “But we have also had, especially with our youth programs, parents wanting to make sure that we are going to still have masks and things like that.”

One of the major upgrades this summer in Beverly Hills is the return of in-person youth camps. While last year’s docket was entirely virtual, the city is now able to offer a full array of sports, theatre, science, and travel camps at Roxbury Park, Greystone Mansion, and the grounds of the elementary schools among other locations. Old classics like Camp Beverly Hills, Catskills Theatre Camp, as well as new additions like the “Professor Egghead Science Camp,” are in-person and mostly fully booked (though some spots are opening up for later in the summer, Beesen said.)

Per L.A. County Department of Public Health requirements, masks are required indoors, regardless of vaccination status, anywhere children 12 and under are present. That means that face coverings are still required at the library, and Roxbury and La Cienega community centers. Three feet of social distancing is also required indoors.

While camp staff are not required to be vaccinated, they are required to keep face masks on both in and outdoors, according to Interim Assistant Director of Summer Camps Patty Acuna. Children are not required to wear masks, but many are, Acuna reported.

For those who’d rather ditch the masks and the lingering COVID risks, the city is offering virtual courses in music, magic, and foreign languages.

In another sign that 2020 isn’t all the way over this summer, all of the places where face masks are still required - the inside of Greystone Mansion and the community centers - remain mostly closed, partly because of the camps taking place there. Greystone is open by appointment only Wednesdays, Thursdays, and Fridays from 10:30 a.m. to 4:30 p.m., and due to the

theater camps that will remain the case for the rest of the summer, according to Beesen.

“By September that could all change and it could be wide open, but at this point we have no information on that,” she said.

In the meantime, Beverly Hills residents can still enjoy the mansion’s regal grandeur through a series of solo performances filmed inside the Greystone Theatre. The performances, which range from Persian poetry to jazz guitar, air each Monday at 7:30 p.m. on Channel 10, beverlyhills.org/live, and the City of Beverly Hills YouTube channel. Greystone Mansion is also hosting outdoor gardening classes and will offer arts and culture workshops in late July and early August.

Greystone Theatre is one of a number of initiatives the city is taking to enhance culture and community in an uncertain time. Throughout July, which is National Parks and Recreation Month, residents can earn swag by completing a scavenger hunt through city parks. A log is available for pickup at the Farmers Market on July 11.

Starting in August, the free Concerts on Canon series will return to Beverly Canon Gardens Thursday evenings, with an exact lineup to come soon. Beverly Hills residents will soon be able to put on their own concerts on over a dozen intricately decorated pianos placed throughout the city, an initiative called Sing For Hope Pianos that will run from Aug. 5 to Sept. 6. The city partnered with the New York-based Sing For Hope Foundation and the Wallis Center to put out a call for artists to decorate the pianos, and Beesen anticipates the contest winners will be announced by next week.

Artists aren’t just sprucing up pianos around town. The city’s Human Relations Commission, Arts and Culture Commission, and Next Beverly Hills committee are gathering world-class artists to revitalize public spaces in Beverly Hills, a program they’re calling “Visions of the Future.” While the details are still being ironed out, West Hollywood-based muralist James Goldcrown, known for his multicolored flocks of birdlike hearts that adorn brick walls across Los Angeles, will be completing the first installation this month.

While kids capture the flag and artists paint windows and pianos, Beverly Hills seniors are also keeping busy moving, grooving, and stretching (the name of one of many virtual classes). Last summer, the Community Services Department offered a variety of



Namaste! Kids enjoy a yoga retreat at Roxbury Park.

programming on Channel 10 for seniors, a group both highly vulnerable to illness and often unfamiliar with online programming.

With the help of the Kindness Task Force, the Community Services Department mobilized a crew of volunteers to make phone calls, deliver meals, and help seniors access the sometimes-ficky conferencing technology.

This summer, thanks to those efforts and a year’s worth of practice, more and more seniors are taking part in virtual classes and games - like Bingo, gentle yoga, fitness and weight training, and “Move! Groove! Stretch!” - as well as socially distanced outdoor classes like tai chi, meditation, gardening, and even country line dancing.

And what of this Sunday? Will it be a jam-packed July Fourth d’Elegance, Father’s Day-style? Not really, Beesen said. No July Fourth events are planned, although the Farmers’ Market and all camps will be closed Sunday to observe the holiday.

But venture outside Beverly Hills and it’s a different story. Fireworks will once again illuminate the skies over the Rose Bowl, the Hollywood Bowl, Universal Studios, Marina del Rey, Long Beach Harbor, Downtown L.A., and several other locations.

And while this summer may not be exactly the way everyone remembers it, there’s a lot to celebrate.

For more information on summer activities in Beverly Hills, visit beverlyhills.org/bhrec.

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Time to Change Your Brain

BY EVA RITVO, M.D.



Beverly Hills Courier columnist Dr. Eva Ritvo is a psychiatrist with more than 25 years' experience practicing in Miami Beach. She is the author of "Bekindr-The Transformative Power of Kindness" and the founder of the Bekindr Global Initiative, a movement to bring more kindness in the world. She is the co-author of "The Beauty Prescription" and "The Concise Guide to Marriage and Family Therapy." She is also the co-founder of the Bold Beauty Project, a nonprofit that pairs women with disabilities with award-winning photographers creating art exhibitions to raise awareness. Dr. Ritvo received her undergraduate and medical degrees from UCLA and psychiatry residency training at Weill Cornell Medicine.

As restrictions are lifting and the streets, restaurants and events are filling back up, it is important to be especially mindful. We have talked about Post Trauma Growth, and now is the time to ensure we emerge from the pandemic as beautiful butterflies.

Our brains will need to change again to adapt. We can rewire our brain by actively choosing our thoughts, feelings and behaviors, and not running on autopilot. Many of us have felt sad and anxious for a quite a while, and we must work to cultivate positive feelings such as calm, joy and optimism. Rapid environmental changes allow for neuroplasticity. Neuroplasticity refers to the brain's ability to form and reorganize synaptic connections, thus allowing us to think and feel in new ways.

With only half the county vaccinated and the Delta variant circulating, we can't let our guard completely down, but life is resuming rapidly and we want to be thoughtful about our reentrance.

We must now grapple with big questions: Do we go back to the office? Can we send our kids to school? Where is it safe to travel this summer? Can I see my older relative? Or friend with a baby or toddler? What about the family member that hasn't gotten vaccinated? How do I greet someone? Shake hands, hug, or kiss? Or better to stay with the elbow bump or wave?

Some are eager to jump back into the deep end of the pool, while others prefer to continue to wait cautiously. Families need to be on the same page as they assess risks and

opportunities going forward, as household spread is the highest risk. Remember, the health of one of us impacts the health of all of us.

It is time to consider what you learned during this last year. We must actively reflect on what we have been through and how we can most successfully create the "new normal." I hope you can set aside some time to explore the following questions. You can reflect on them alone, write in your journal,

quarantine? Can you maintain the positive habits you developed as you venture back to restaurants, parties and gatherings? What healthier habits can you incorporate now?

- What habits did you break that you are better off without?

- Has your alcohol consumption declined or increased during the pandemic? I have been hearing that many are rushing back to the bars and getting quite sick. If your liver got a break from alcohol, it won't be

"It is time to consider what you learned during this last year. We must actively reflect on what we have been through and how we can most successfully create the 'new normal.'"

or talk with friends or family. Meditation is a great way to clear our minds of clutter and focus on the more important issues at hand. Journaling has been shown to increase physical health as well as mental health. One study showed that as little as 15-20 minutes less than once a month lowered blood pressure and improved liver functioning. Sharing with friends or family can be a great way to reconnect after a year that for many was quite isolating.

- Did you prioritize your family more? How can you continue to spend quality

prepared to handle an onslaught of drinking. If you are returning to parties and bars, go slowly or soberly.

- Did you neglect/decide to forgo your medical and dental care? If so, please resume as quickly and safely as you can. Screenings such as mammographies and colonoscopies are safer to proceed with now, rather than continuing to postpone. Talk to your doctor and your dentist.

- How did your value system shift this year?

- How can you use this trauma to appre-

"Life may get very busy quickly, so try to find time to reflect on these questions and whatever else is coming up for you."

time with them as other opportunities and responsibilities reemerge?

- Did you have to withdraw from friends/co-workers and family members due to the pandemic? If so, how can you re-incorporate them in your life?

- Did you spend more time caring for yourself with exercise and meditation? Can these new habits remain in place as life gets busier? What other tools did you add to your wellness routine?

- Did you eat better or worse in

ciate life more?

Life may get very busy quickly, so try to find time to reflect on these questions and whatever else is coming up for you. We have a unique opportunity now to unleash the potential growth following trauma and lean into a deeper appreciation of life.

"Trauma creates change you don't choose. Healing creates change you do choose."

Michele Rosenthal •

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(City Auditor continued from page 1)

Both approaches have relative benefits and demerits, explained Policy and Management Analyst Cynthia Owens. Internal auditors come to each audit with a working knowledge of the culture of the organization, those who run it, and the community that relies on it. “They also learned how to use the city’s information systems, as well as the policies and procedures that the city has in place,” Owens said. On the con side of things, local governments sometimes struggle to maintain audit staff in the long term, “due to a lack of clear paths and opportunities for them.” In favor of an external auditor, an outside firm would have the benefit of familiarity with a wide range of organizations to which to compare the city, Owens pointed out.

“They’re also more likely to have staff with specialized knowledge for conducting audits that require a high level of subject matter expertise, and in some cases, the cost per audit may be lower for external firms because the auditors are more experienced with the audit that has been outsourced to them,” she said. As Wunderlich explained, outsourcing

can come in different “flavors.” In one model, the city could outsource to different firms on an audit-by-audit bases. In another possible scenario, the city could form a relationship with an outside firm similar to its relationship with the City Attorney, Lawrence Weiner, and his firm of Richards, Watson, and Gershon. “We do not engage...a specific law firm for each and every time that we need litigation attorneys or that we need legal advice,” he said. “Rather, we’ve outsourced the entire function to Larry and to Larry’s firm. They sometimes, for particular areas, may bring in additional legal advice.”

The idea of vesting the entire auditing function with one single outside firm received agreement from Councilmember Julian Gold, Vice Mayor Lili Bosse and Councilmember Lester Friedman. Councilmember John Mirisch, however, remained skeptical that an outside audit firm had the relevant competence for government audits.

Gold reiterated his position from when the Council first began deliberating on the idea of a City Auditor, saying that he supported an outsourcing model from the start. “In a relatively small city, the cost of this is pretty high and the real question is how can we get the most effective work for what we need to do,” Gold said. He added that he was open to finding a firm that could handle a high percentage of the city’s auditing needs but did not need to perform each and every audit—a model that attracted agreement from Friedman.

The Beverly Hills City Auditor has completed seven audits since it was established in 2018, with another five in progress or on hold.

Even then, three of the seven completed audits were performed by outside firms, indicating that the city already took a hybrid approach.

Wunderlich, who first proposed the City Auditor role, ultimately came out in favor of an in-house City Auditor. He cited one of the audits performed by an outside firm that advertised itself as a viable alternative to an internal city auditor. “I think it was an extremely poor audit, it was not a positive reflection on what that firm’s capabilities would be,” he said.

The city looked to Palo Alto for guidance on its own decision. In September 2020, the Palo Alto City Council voted to outsource its auditing function to the outside firm of Baker Tilly International, a network of accountancy and business advisory firms. As a result, the Council put an end to the internal City Auditor position that had existed since 1983. According to a report compiled by staff for the meeting, Palo Alto outsourced the job because of the difficulty in finding and keeping new talent for the role. The cost reduction from outsourcing would also enable additional audits, the city reasoned.

The meeting received comment from Anne-Marie Hogan, former City Auditor for Berkeley and representative of the Association of Local Government Auditors, who offered the city the group’s “free assistance” in choosing how to move on with its auditing process. “We recommend that the City Auditor be in charge of also contracting out for auditors,” Hogan said. “ALGA believes that the City Auditor’s Office in Beverly Hills should continue to report to Council, with assistance from an audit committee that includes public auditing

experts as well as Council members, and to follow government auditing standards as you do now, not only because those two requirements ensure maximum independence and credibility but also because this strengthens Council’s oversight of the audit function.”

Hogan pushed back against the argument that it is difficult to find and retain qualified city auditors, saying that it was “probably more difficult to find contract audit firms who really have expertise in local government auditors and are willing to use government auditing standards.”

As Vice Mayor Lili Bosse pointed out, even without a City Auditor at the helm, the Office of the City Auditor still has multiple employees. City Manager George Chavez reassured Bosse that the city has “plenty of space” to support the existing employees in different departments.

Wunderlich, who felt that Luna’s early departure and the brief stint of the office failed to give an accurate picture of its cost effectiveness and utility, suggested finding an interim auditor to give the office a few more years to find its footing—a suggestion that Mirisch seconded. Friedman, Gold, and Bosse felt that having an internal auditor who worked under the auspices of the city compromised the independence of the role and sided against Wunderlich’s proposal.

“True independence comes from having no connection to the city, not being a city employee,” Gold said. ●



Presentation of Wildfire Assessment Report

Please Join Us In-Person or Virtually

Monday, July 12 at 10 a.m.

or

Tuesday, July 13 at 6 p.m.

(Both meetings will be offered in-person and virtually; agendas are the same for each meeting)

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Birthdays



Happy Belated Birthday
MARTY GREENBERG
July 1



GEORGE RECINOS
July 3



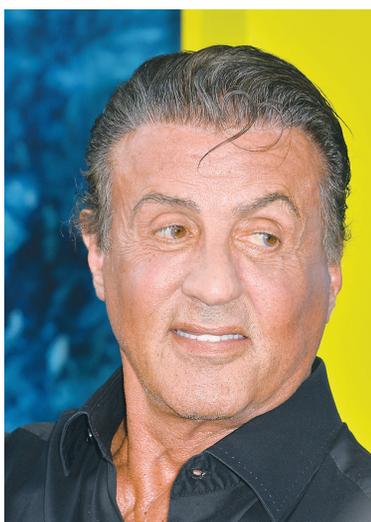
LISA BLOCH
July 5



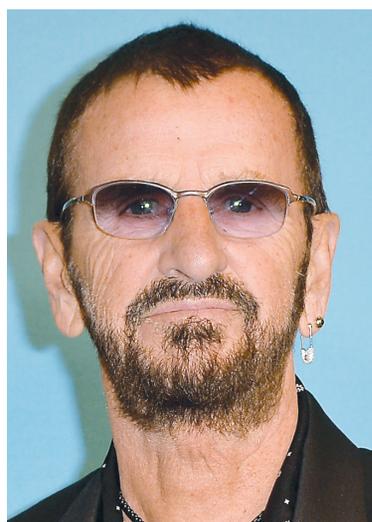
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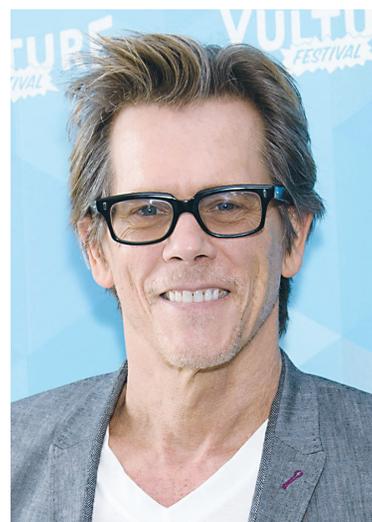
KEVIN HART
July 6



SYLVESTER STALLONE
July 6



RINGO STARR
July 7



KEVIN BACON
July 8



Astrology

BY HOLIDAY MATIS

TODAY'S BIRTHDAY (July 2). The attitude you cultivate contributes to hundreds of thrilling wins. You play your advantages and, in doing so, minimize your disadvantages. Because you're so adept at making the most of things, life gives you the premium version just to see what heights you can soar to. You'll enjoy special sharing with like-minds and hearts. Scorpio and Pisces adore you. Your lucky numbers are: 8, 10, 4, 44 and 16.

ARIES (March 21-April 19). You can't always get away when you want to. Anyone can accept a pleasant moment they wanted, planned and expected. It's how people behave in the unexpected moments that really tells a fuller story.

TAURUS (April 20-May 20). If only you had unlimited time and attention. Alas, you'll give all you have, and it will be more than enough. Your first priority is to invest in the ones who need it most. Then give to the replenishers who give back.

GEMINI (May 21-June 21). The lines that delineate responsibility are like map boundaries. While many can

agree where they are in theory, it's different on the ground, and much depends on whom you ask. Good communication saves the day.

CANCER (June 22-July 22). The day presents you with a fascinating balance of opposites and, being a sensitive and astute observer of life, you'll thrill to the "accidental" grace of happenstance.

LEO (July 23-Aug. 22). Between the archives of past capers and the plans and models for future endeavors is a tense line of thought, vibrating like a violin string as the bow of your imagination pulls across the possibilities.

VIRGO (Aug. 23-Sept. 22). Though you think planning is often half the fun of doing a thing, some of your favorite plans are loose -- more like a list of options. You'll investigate new ones now. This list is becoming a work of art!

LIBRA (Sept. 23-Oct. 23). You've noticed a particular pattern of yours -- not exactly a bad habit, but it's not doing you any good either! And now you'll find a juicy reason to knock it off -- quick and painless -- because the rewards of doing so are rich.

SCORPIO (Oct. 24-Nov. 21). The subject might be narrow, but the way you think about it is broad indeed. Lately, you may even feel that you're

so focused on a subject that it dominates your thoughts, but don't worry; a breakthrough is coming.

SAGITTARIUS (Nov. 22-Dec. 21). It's common in the animal world, but when a human baby walks before crawling, it's a developmental rarity. You'll soon echo the metaphor with an extraordinary move.

CAPRICORN (Dec. 22-Jan. 19). Like children at a party who go wild when the parents leave the room, your thoughts have all kinds of feral fun once the uptight prefrontal cortex gets out of the way. Today brings vivid

fantasies and dreams.

AQUARIUS (Jan. 20-Feb. 18). It doesn't matter how old you are in body. In your head, you are young, resilient, creative and filled with wonder. From this fresh place, you will solve a very adult problem.

PISCES (Feb. 19-March 20). Unprepared? Great. Clueless? That's even better. After all, knowing a lot about what you're about to embark on could hinder your progress. The best state for learning will be one of hopeful naivete.



Michelle is a 2-year-old Chihuahua-Terrier mix who is looking for a new home. If you can give this sweet little 8-pound girl a new home, please contact Shelter of Hope at 805-379-3538.
www.shelterhopepetshop.org

(Beverly Hills Firefighters' Association continued from page 1)

Also, any relief efforts as far as any firefighters that have any undue hardship or family death or illness or something like that that they need help dealing with, either work issues, family issues, monetary issues that could possibly come along with those events, and also any grievance or disciplinary process that may happen with any of our members - [we] represent them to make sure that the process is followed and both sides are following the labor codes and the rules established.

Who are the members?

We currently have 89 members. We do have 100% membership [among the BHFD], but it's not mandatory. We have five executive board members that are on two-year cycles for election.

Before we get into the work you do, can you tell me about the vintage fire truck that was part of the Tour d'Elegance?

That is a 1928 Ahrens-Fox fire engine. That was built for the city of Beverly Hills back in 1928, so we've had that fire engine since it was brand new and in service for the city. Back in the early to mid-80s, it got a full restoration, and since then we've maintained it. We've got a couple of our engineers that have put a lot of time over the years to maintain it and keep it running.

Is it normally part of the Concours d'Elegance?

It normally has been, yeah. The Concours is a fixed event down Rodeo, so it has been parked on Rodeo in past years, and this year when they decided because of the pandemic to do the tour, we had to kind of make sure the fire engine was up and ready to go, and like I said, a couple of our fire engineers, Amy Horst and Selvin Sotello, took point on working on it and getting it running - it's running about as good as it's ever run right now... On the day of the Tour, Amy was driving, and Greg Barton the fire chief was riding with her.

The Firefighters' Association and the Beverly Hills Police Officers Benevolent Fund both received \$5,000 checks from the Tour. Is this the first time that's happened?

This was the first time we've gotten that donation from them, which was incredible. It was so thoughtful and generous of the committee to think of us and the police department - that was amazing. Through the fire chief, they reached out, because Bruce Meyer is kind of the lead for the Tour, and so he's a big supporter of ours and has been a friend of the fire department for decades - he reached out to the fire chief and said that the tour committee wanted to make these donations to us and the police department, and so Chief Barton had passed that along to us, and obviously we were ecstatic to receive and more than happy to be involved and be a part of the event.

What will you do with the \$5,000?

More than likely that \$5,000 will go to our medical trust to help bolster the funding for the retired firefighters' medical costs.

Can you talk about the other work you do with the community?

So, in the community, we're really involved, and have always been involved

- that's one of the staples of the things that we teach to our newer members is hopefully you have a great, healthy, 30-year career here, so that means you're going to spend a lot of time in this city, so we are a part of this community, so we've always made a point to be involved. We've been involved with several high school programs, we do a scholarship for Senior Awards every year, we are involved with the Every 15 Minutes program to educate the high schoolers about the risks and dangers of drunk driving and driving under the influence, and we've been involved with that program for 10-15 years. We're involved with Tower Cancer Research Foundation, and support them during Breast Cancer Awareness Month, and we wear pink t-shirts to help raise awareness, and any of the proceeds we get from selling our t-shirts, we donate to our cancer research foundation. We are involved with the Beverly Hills senior group; we provide a Thanksgiving luncheon to them every year. The Monday before Thanksgiving down at Roxbury Park we do a big luncheon for them as a thank you for their support over the years. We've been involved with Beverly Hills Little League, the Maple Counseling Center, and Chiron Counseling Center, the Vahagn Setian Foundation.... also we support our own Beverly Hills police officers' association, and their foundation as well.

How exactly do you support all these organizations?

Some of it is we do provide financial donations to those organizations, and some of those organizations, like Beverly Hills Little League, their opener for the season, they'll have a big event, it's a big fundraiser for them, and so we have a trailer we have outfitted with a barbecue, it's basically a hot dog trailer that we roll out to some of these events. We'll volunteer our time and we'll cook hot dogs and hamburgers and whatever food items they might be providing for the day, and any proceeds we donate back to those organizations. We've done that for a number of the schools, the school carnivals at El Rodeo School, we've done some at Horace Mann, and Hawthorne, they'll have a fundraiser, and we'll bring the trailer out.

How are you funded?

Basically, it's all donation based. On our website, we have a donation page there. Some of those donations will go to a relief fund that we have basically for any firefighter or their families who are having any kind of hardship, and if they need any kind of financial support, we're able to do that through this relief fund. We have a scholarship fund for the children of the fire department, and that helps provide scholarships to college-age students. And we also have our Post-Retirement Medical Trust, which is sick leave for retired firefighters, and to supplement any out-of-pocket health care costs. Our big fundraiser every year, which is the Backdraft Ball, which is July 8, we're doing a virtual event, and we have an open online auction right now, so all the proceeds from that event go to fund the medical trust.

Can you talk more about the Backdraft Ball?

For the past 27 years, we've had a big event, we've had it at the Hilton International Ballroom, and we'll have 500-600 guests come, along with all the fire department personnel and their families, and it's basically a



The BHFA has served its members since 1939. Photo courtesy BHFD

(Urgency Ordinance continued from page 1)

Regulations also require masking when indoors in K-12 schools, childcare, camps and other youth settings; in health care settings like hospitals, urgent cares, and long term care facilities; in state and local correctional facilities and detention centers including prisons and jails; and in homeless shelters, emergency shelters, and cooling centers. With the resumption of public sporting events and some music, masks are required indoors at events with more than 5,000 attendees.

For fans of self-serve buffets and frozen yogurt bars, the Council's vote means you can dust off your plate and cup and head to the counter.

"I think that food service will be more careful in the future," said Councilmember Lester Friedman. "I already see that there are more barriers that are placed so that there is no contact with food items that are being purchased."

Councilmember Julian Gold, the only medical doctor on the Council, stressed that the repeal did not exempt unvaccinated people from wearing masks in certain contexts. Even after California's reopening on June 15, those without full inoculation still must wear masks in indoor settings like restaurants, stores, and theaters.

Contrary to a common misconception, businesses and officials can ask about vaccination status and require some form of verification. Nonetheless, Gold noted that enforcement would be difficult.

The Council grappled with one item of the urgency ordinance that banned increases in internet usage fees. The Council put the ban in place during the pandemic because of the new, even more critical role that the internet played in connecting people to work and school. As City Attorney Lawrence Weiner told the Council, though, the prohibition was likely never enforceable, as regulating the internet falls under the purview of the federal government. He noted that at least one internet service provider had raised rates during the pandemic, but did not name the provider.

While none of the council members expressed outright support for ending the prohibition on internet fee hikes, they acknowledged the legal realities that hobbled the city in restricting them. Vice Mayor Lili Bosse and Councilmember John Mirisch both voted to remove the ban from the repeal—which would have kept the ban, albeit symbolically—but were outvoted by the rest of the Council.

Days after the Council's vote, as the number of infections caused by the more virulent Delta variant rose, the Los Angeles

black-tie event - that's our main fundraiser each year. We typically raise somewhere in the neighborhood of \$300,000 every year... [this year] it's going to be kind of a Zoom-style virtual event on July 8. There will be sort of a host, but no named host, it's going to be kind of a shorter program because of the nature of it, and we'll have the online auction, that's already opened, will be going online that evening, and around 10 p.m., that auction will close.

For more information, visit beverlyhills-fire.com.

County Department of Public Health (Public Health) recommended that people resume wearing masks in public indoor spaces regardless of vaccination status. The recommendation falls short of earlier mandates, although individuals still must abide by the requirements set by businesses and government facilities that enforce mask-wearing.

The Delta variant, which was first identified in India, comprised nearly half of all variants sequenced in the county by June 12. Nationally, the variant is responsible for about 20% of all new infections, according to the Centers for Disease Control and Prevention (CDC). According to Beverly Hills Emergency Management Manager Meena Janmohamed, who discussed the variant at the June 28 Health and Safety Commission meeting, the new strain "may be twice as transmissible as the conventional coronavirus strain."

Given the level of inoculation in California and the United States, experts do not expect the variant to have the same impact in the country as it did in India.

Nonetheless, it poses a danger to those who have yet to receive full vaccination. Among the cities in the county, Beverly Hills boasts some of the highest rates of vaccination, with 97% of those 65 and older having received at least one dose—the sixth highest rate among that demographic in the county. Among those 16 and older in Beverly Hills, 75% have received at least one dose.

Public Health Director Dr. Barbara Ferrer emphasized that the best protection against the Delta variant and other strains remains the vaccine.

"Fully vaccinated people are well protected against serious illness and disease caused by variants of concern including the Delta variant," she said on Tuesday. "So, I encourage everyone eligible and unvaccinated to take another look at all of the mounting information on the vaccines' safety and effectiveness. Ninety-nine percent of all new cases of COVID-19 and hospitalizations since January have been among unvaccinated individuals and 99.8% of the people who have tragically died have been unvaccinated. Getting vaccinated is the most powerful protection for you and your community."

At its next meeting on July 15, the Council will consider repealing other elements of the urgency ordinance, including the suspension of penalties and interest on business taxes, a cap on delivery fees on restaurants by third party delivery apps like Door Dash, the prohibition on residential evictions for nonpayment of rent, and the ban on rent increases. The meeting will take place both in person and online.

SUDOKU
07/02/21 ISSUE

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SUDOKU ANSWERS
06/25/21 ISSUE

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PUZZLE ANSWERS
06/25/21 ISSUE

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BEVERLY HILLS COURIER

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THE NEW YORK TIMES SUNDAY MAGAZINE CROSSWORD PUZZLE
07/02/21 ISSUE

GRAVITY'S RAINBOW
BY ROSS TRUDEAU AND LINDSEY HOBBS / EDITED BY WILL SHORTZ

Ross Trudeau, of Cambridge, Mass., works for a K-12 education nonprofit. Lindsey Hobbs, of Brooklyn, is the head of the Preservation and Conservation department at the New York City Municipal Archives. They met virtually through Facebook's Crossword Puzzle Collaboration Directory. Ross suggested the theme for this puzzle, which relates to an annual June celebration. It was a joint effort thereafter. — W.S.

ACROSS

1 Rackets

6 Spruce or fir

15 Japanese city that shares its name with a dog breed

20 Home to the Ho Chi Minh Mausoleum

21 Homemade headgear for pretend pirates

22 Conducted, as a campaign

23 Undo, legally

24 Highly specialized knowledge

25 Color whose name is derived from "lapis lazuli"

26 Frequent comics collaborator with Jack Kirby

28 Belief

29 Hubbubs

31 "See? I knew what I was talking about!"

32 Gives an edge

33 Indignant denial

34 Bozo

35 "I 30-Down the fool!" speaker

37 GPS suggestion: Abbr.

38 What might follow you

39 1966 Donovan hit

43 Sinatra, to fans

47 Band whose "Gold: Greatest Hits" has sold over 30 million copies

50 Raised a false alarm

52 Tennis's Nadal, informally

56 Fruit with crimson-colored flesh

59 Guest feature?

60 Popular folk-rock duo

62 Place for a canal or a kernel

63 1968 self-titled folk album

65 A.L. West team, on scoreboards

66 Rubik with a cube

68 Ice cream holder

69 Cal's game-winning kickoff return against Stanford in 1982, familiarly

71 World's deepest river

73 Little tasks that crop up

75 Wood-shop item

77 Investigate, à la Sherlock Holmes

79 Wunderkinder

82 Implement for an Amish driver

86 Features of classic cars

87 It's covered in paint in the Sherwin-Williams logo

89 Oscar-winning song from "Slumdog Millionaire"

90 "Likewise"

91 Media watchdog agcy.

92 "Strange Magic" band, for short

93 Medium for Kehinde Wiley's "President Barack Obama"

94 Took a load off

95 Mars

100 Harmful bits of sunlight

105 Remove calcium deposits from

106 Sharp shooter, for short?

108 Harder to grasp

109 Changes by degrees

111 Whole bunch

112 You might cry if you slice it

115 Word rhymed with "ami" by Lafayette in "Hamilton"

116 Like Merriam-Webster's inclusion of the word "irregardless," originally

119 College admissions fig.

120 Delta hub, on luggage tags

121 Birth-control option, briefly

122 In the blink of ____

123 Deli or bar order

124 Stags or bucks

125 Biblical possessive

126 Alcoholic's affliction, briefly

127 Complicated, as a relationship

128 Retired flier, for short

129 Explosive stuff

DOWN

1 California-based soft-drink company

2 Divisions of long poems

3 Historical records

4 Place for a pitcher

5 "I'm such a dummy!"

6 Olympic poker?

7 Military hospitals, briefly

8 Period of history

9 Back in

10 Fresh, in a sense

11 A one and a two

12 Bursts in on

13 And the rest, for short

14 Twin in Genesis

15 Prizewinner

16 Instrument often played for comedic effect

17 Tennessee Williams's "The Night of the ____"

18 Babysitter's handful

19 "____ Fideles"

27 ____ Simmons, real name of the late rapper DMX

30 See 35-Across

36 Affectionate attention, briefly

37 One enforcing traveling rules

39 Kind of jacket

40 "Ish"

41 Xbox 360 competitor

42 Chicken

43 Total domination, in gamer-speak

44 Whole bunch

45 Racy

46 Polite form of address similar to "Mr." or "Ms."

47 Criminally aid

48 Yawn-inducing

49 Make yawn

51 Campus leader

53 With the bow, musically

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84 "It's a possibility for me"

85 Family members that get talked down to?

88 Kind of massage

89 Travels

96 ____ River, part of the Texas/Oklahoma border

97 Even-tempered

98 Skedaddled

99 They might be made after a fight

101 Runs again

102 Without fail

103 State flower of Illinois or New Jersey

104 ____ Faire (event with jousting, for short)

107 Is mad about

109 Source of the milk for chèvre cheese

110 The "R" of R.B.G.

113 Ready for business

114 Condé ____

117 What might make a ewe turn

118 Spanish monarch

ANSWERS FOUND IN NEXT WEEK'S PAPER...

Public Notices

ORDINANCE NO. 21-O-2838

AN ORDINANCE OF THE CITY OF BEVERLY HILLS ADDING ARTICLE 15.9 TO CHAPTER 3 OF TITLE 10 TO THE CITY OF BEVERLY HILLS MUNICIPAL CODE, AMENDING ARTICLES 15.7 AND 15.8 OF CHAPTER 3 OF TITLE 10 OF THE CITY OF BEVERLY HILLS MUNICIPAL CODE AND APPLYING THE ONE BEVERLY HILLS OVERLAY SPECIFIC PLAN ZONING FOR THE PROPERTIES LOCATED AT 9850, 9876, 9900, AND 9988 WILSHIRE BOULEVARD

THE CITY COUNCIL OF THE CITY OF BEVERLY HILLS HEREBY ORDAINS AS FOLLOWS:

Section 1. BH Luxury Residences, LLC and Oasis West Realty, LLC, Limited Liability Companies (the property owners and collectively the "Applicant"), submitted applications for the One Beverly Hills Overlay Specific Plan Project to allow for comprehensive redevelopment of the approximately 17.4 acre project site including the properties located at 9850, 9876, 9900, and 9988 Wilshire Boulevard (as described in the legal description attached hereto as Exhibit A and incorporated herein by reference), alternative to that authorized under the existing applicable specific plans and existing zoning (the "Project"). The Project proposes residential, retail and hotel, and open space uses, and includes requests for a General Plan amendment, zone text amendment, zone change, specific plan adoption, and development agreement for the subject property.

Section 2. The Planning Commission considered the zone text amendment and zone change (the "Zoning Amendments") set forth in this Ordinance at a duly noticed public hearing on April 8, 2021, April 19, 2021, and April 22, 2021. Evidence, both written and oral, was presented during the hearing. After considering the evidence, the Planning Commission found that the public interest, health, safety, morals, peace, comfort, convenience, or general welfare requires the reclassification of the property and adopted Resolution No. 1941 recommending that the City Council adopt an ordinance amending the zoning map and text for the Project.

Section 3. The City Council considered the Project, including the Zoning Amendments set forth in this Ordinance, at a duly noticed public hearing on May 20, 25, and 27, 2021. Furthermore, the City Council considered the Project at duly noticed meetings on June 1, 2021, and June 8, 2021, and concluded deliberations on the proposed Project at that time. Evidence, both written and oral, was presented during the hearing.

Section 4. The Project, including the Zoning Amendments set forth in this Ordinance, has been environmentally reviewed pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, et seq. ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, et seq.), and the City's Local CEQA Guidelines. A Supplemental Environmental Impact Report was prepared and the City Council, by separate Resolution No. 21-R-13348, certified the Final Supplemental Environmental Impact Report, made appropriate environmental findings, adopted a Mitigation Monitoring and Reporting Program for the Project, and adopted a Statement of Overriding Considerations. Resolution No. 21-R-13348 is incorporated by reference, and made a part hereof as if fully set forth herein. The documents and other material that constitute the record on which this decision is based are located in the Department of Community Development and are in the custody of the Director of Community Development.

Section 5. Legislative Findings. Due to special circumstances surrounding the properties at 9850, 9876, 9900, and 9988 Wilshire Boulevard, the City Council finds that the property is unique in size and location and therefore is appropriate for development of multi-story residential condominium and hotel buildings, restaurant uses, and open space. The One Beverly Hills Overlay Specific Plan has been prepared for the subject property and creation of the One Beverly Hills Overlay Specific Plan zoning designation and application of that zoning designation to the property is necessary and appropriate for adoption and implementation of the One Beverly Hills Overlay Specific Plan.

Section 6. The City Council finds that the Zoning Amendments are consistent with the objectives, principles, and standards of the General Plan. The Zoning Amendments include changes to the zoning code and map consistent with the amendments in the General Plan Land Use Designation Map of the Land Use Element of the General Plan adopted pursuant to Resolution No. 21-R-13349, to ensure that it is consistent with the proposed One Beverly Hills Overlay Specific Plan zone map. Furthermore, the Zoning Amendments are consistent with the objectives, principles, and standards of the General Plan as a part of the Project for the reasons set forth in the General Plan Consistency Analysis attached as Exhibit C, Section 5.2 of the Overlay Specific Plan and Table 4.7-2 of the Supplemental Environmental Impact Report, which are hereby incorporated by reference and made a part hereof as if fully set forth herein.

Section 7. The City Council hereby adds a new Article 15.9 regarding the One Beverly Hills Overlay Specific Plan to Chapter 3 of Title 10 of the Beverly Hills Municipal Code to read as follows:

"Article 15.9. One Beverly Hills Overlay Specific Plan.

10-3.1590. Collective Election of One Beverly Hills Overlay Specific Plan.

A. Development of the site designated as the One Beverly Hills Overlay Specific Plan on the City's Zoning Map

shall be developed either pursuant to the One Beverly Hills Overlay Specific Plan or the previously approved 9900 Wilshire Specific Plan, Beverly Hilton Specific Plan and Low Density General Commercial land use designation as existed on the date the One Beverly Hills Overlay Specific Plan was approved by the City Council. Unless and until the Election provided for in subsection B is made, the One Beverly Hills Overlay Specific Plan shall not be implemented and development within the One Beverly Hills Overlay Specific Plan area shall not proceed pursuant to the regulations in the One Beverly Hills Overlay Specific Plan, and the One Beverly Hills Overlay Specific Plan area's existing zoning, inclusive of the 9900 Wilshire and Beverly Hilton specific plans, shall remain effective. If there is no Election prior to issuance of any grading permit or recordation of any additional final subdivision map for any property within the One Beverly Hills Overlay Specific Plan area, whether issued pursuant to the Beverly Hilton Specific Plan, 9900 Wilshire Specific Plan, or the One Beverly Hills Overlay Specific Plan, as described in subsection B of this section, then this article 15.9 shall be null and void and of no further effect and articles 15.7 and 15.8 of this chapter shall apply to the subject properties as provided therein.

B. Upon the "Election," as defined in Section 5.4 of the One Beverly Hills Overlay Specific Plan, including without limitation consent of the property owners and lenders, notice to the City and all other implementing actions required by and set forth in Section 5.3 and 5.4 of the One Beverly Hills Overlay Specific Plan, which shall occur prior to issuance of any grading permit or recordation of any additional final subdivision map for any property within the One Beverly Hills Overlay Specific Plan area, whether issued under the Beverly Hilton Specific Plan, 9900 Wilshire Specific Plan, or this Overlay Specific Plan, the One Beverly Hills Overlay Specific Plan shall take effect and become the governing specific plan for the One Beverly Hills Overlay Specific Plan area and the 9900 Wilshire Specific Plan and Beverly Hilton Specific Plan shall cease to provide development standards for the site, at which point article 15.7 and article 15.8 of this chapter shall no longer be effective, as provided by section 10-3-1573 of article 15.7 and section 10-3-1583 of article 15.8.

10-3.1591. Uses Permitted.

No lot, premises, roadway, open space, building or portion thereof within the area of the One Beverly Hills Overlay Specific Plan shall be erected, constructed, built, altered, enlarged, built upon, used or occupied except as authorized by and in conformance with the One Beverly Hills Overlay Specific Plan.

10-3.1592. Development Restrictions.

Notwithstanding any other provisions of this chapter and chapter 4 of this title, development in accordance with the One Beverly Hills Overlay Specific Plan shall not be governed by any other regulations of this chapter or chapter 4 of this title governing development, including, without limitation, those regulations governing development in commercial zones, unless otherwise provided in the Overlay Specific Plan.

10-3.1593. Conditions Ensuring Implementation of One Beverly Hills Overlay Specific Plan.

All development within the One Beverly Hills Overlay Specific Plan shall be reviewed pursuant to the provisions of the One Beverly Hills Overlay Specific Plan."

Section 8. The City Council hereby amends Article 15.7 of Chapter 3 of Title 10 of the Beverly Hills Municipal Code regarding the 9900 Wilshire Specific Plan by adding a section 10-3-1573 to read as follows:

"10-3-1573: Relationship With One Beverly Hills Overlay Specific Plan:

Notwithstanding sections 10-3-1570 through 10-3-1572 of this article, upon the Election provided for in subsection B of section 10-3-1590 of article 15.9, this article 15.7 shall become null and void and of no further effect."

Section 9. The City Council hereby amends Article 15.8 of Chapter 3 of Title 10 of the Beverly Hills Municipal Code regarding the Beverly Hilton Specific Plan by adding a section 10-3-1583 to read as follows:

"10-3-1583: Relationship With One Beverly Hills Overlay Specific Plan:

Notwithstanding sections 10-3-1580 through 10-3-1582 of this article, upon the Election provided for in subsection B of section 10-3-1590 of article 15.9, this article 15.8 shall become null and void and of no further effect."

Section 10. The City Council hereby changes the zoning on that certain property commonly known as 9850, 9876, 9900, and 9988 Wilshire Boulevard as shown in the attached Exhibit B, to add the zoning designation of "One Beverly Hills Overlay Specific Plan."

Section 11. Publication. The City Clerk shall cause this Ordinance to be published at least once in a newspaper of general circulation published and circulated in the City within fifteen (15) days after its passage in accordance with Section 36933 of the Government Code, shall certify to the adoption of this Ordinance and shall cause this Ordinance and her certification, together with proof of publication, to be entered in the Book of Ordinances of the Council of this City.

Section 12. Effective Date. This Ordinance shall go into effect and be in full force and effect at 12:01 a.m. on the thirty-first (31st) day after its passage.

Adopted: June 24, 2021
Effective: July 25, 2021

ROBERT WUNDERLICH
Mayor of the City of Beverly Hills, California

ATTEST:
HUMA AHMED (SEAL)
City Clerk

APPROVED AS TO FORM:
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:
GEORGE CHAVEZ
City Manager

RYAN GOHLICH, AICP
Director of Community Development

VOTE:
AYES: Councilmembers Friedman, Gold, Vice Mayor Bosse, and Mayor Wunderlich
NOES: Councilmember Mirisch
CARRIED

EXHIBIT A

LEGAL DESCRIPTIONS OF 9850, 9876, 9900, AND 9988 WILSHIRE BOULEVARD

9876-9850
Wilshire

Order No: 09197614-919-EG1-EG1

EXHIBIT "A"

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

PARCEL 1:

LOT(S) 1 THROUGH 12, INCLUSIVE, OF TRACT NO. 66866, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13 PAGES 62 AND 63 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN A STRIP OF LAND 40 FEET WIDE, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

PARCEL 2:

AN EASEMENT FOR PRIVATE ROAD PURPOSES OVER THE WEST 20 FEET OF THE FOLLOWING DESCRIBED PROPERTY.

THOSE PORTIONS OF LOTS 3, 4 AND 7 IN BLOCK 33 OF BEVERLY, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13 PAGES 62 AND 63 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN A STRIP OF LAND 40 FEET WIDE, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT 3 DISTANT NORTH 89° 55' 00" EAST 300 FEET MEASURED ALONG THE NORTHERLY LINE OF SAID BLOCK 33 FROM THE NORTHERLY CORNER OF LOT 4 OF SAID BLOCK 33; THENCE SOUTH 0° 05' 00" EAST 177.00 FEET; THENCE SOUTHEASTERLY SOUTH 38° 46' 45" EAST 583.79 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 7 OF SAID BLOCK 33; DISTANT 431.22 FEET FROM THE MOST SOUTHERLY CORNER OF LOT 6 OF SAID BLOCK 33.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR PARKING, ACCESS, DRAINAGE, ENCROACHMENT AND OTHER UTILITY EASEMENTS AS DISCLOSED IN THAT CERTAIN DOCUMENT ENTITLED "MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RECIPROCAL PARKING AND ACCESS EASEMENTS AGREEMENT", EXECUTED BY AND BETWEEN OASIS WEST REALTY, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND RECORDED DECEMBER 10, 2014, AS INSTRUMENT NO. 20141339062 OFFICIAL RECORDS OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

APN: 4327-028-004 THRU 015

9900-9988
Wilshire

Order No: 09173512-917-BLB-EG1

EXHIBIT "A"

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

PARCEL 1:

THAT PORTION OF BLOCK 33 OF BEVERLY, SHEET 2, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13 PAGES 62 AND 63 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 4 OF SAID BLOCK 33; THENCE ALONG THE NORTHERLY LINE OF LOT 4 AND A PORTION OF LOT 3 OF SAID BLOCK 33, NORTH 89° 55' 00" EAST 300.00 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 3 OF SAID BLOCK 33; THENCE SOUTH 0° 05' 00" EAST 177.00 FEET; THENCE SOUTHEASTERLY SOUTH 38° 46' 45" EAST 583.79 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 7 OF SAID BLOCK 33, DISTANT 431.22 FEET FROM THE MOST SOUTHERLY CORNER OF LOT 6 OF SAID BLOCK 33; THENCE SOUTH 50° 19' 15" WEST 431.22 FEET TO THE MOST SOUTHERLY CORNER OF LOT 6 OF SAID BLOCK 33; THENCE ALONG THE SOUTHWESTERLY LINES OF LOTS 6 AND 4 OF SAID BLOCK 33, NORTH 30° 58' 05" WEST 798.43 FEET TO THE MOST SOUTHERLY CORNER OF LOT 5 OF SAID BLOCK 33; THENCE ALONG THE SOUTHEASTERLY LINE OF LOT 5 NORTH 19° 03' 30" EAST 235.27 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

AN EASEMENT FOR PRIVATE ROAD PURPOSES OVER THE EASTERLY 20 FEET OF THOSE PORTIONS OF LOTS 3 AND 7 IN BLOCK 33 OF BEVERLY, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13 PAGES 62 AND 63 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN A STRIP OF LAND, 40 FEET WIDE, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT 3, DISTANT NORTH 89° 55' 00" EAST 300 FEET MEASURED ALONG THE NORTHERLY LINE OF SAID BLOCK 33 FROM THE NORTHWEST CORNER OF LOT 4 OF SAID BLOCK 33; THENCE SOUTH 0° 05' 00" EAST 177.00 FEET; THENCE SOUTHEASTERLY SOUTH 38° 46' 45" EAST 583.79 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 7 OF SAID BLOCK 33, DISTANT 431.22 FEET FROM THE MOST SOUTHERLY CORNER OF LOT 6 OF SAID BLOCK 33, AS GRANTED BY DEED AND AGREEMENT DATED DECEMBER 20, 1950, AND RECORDED DECEMBER 22, 1950, IN BOOK 35141, PAGE 331, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

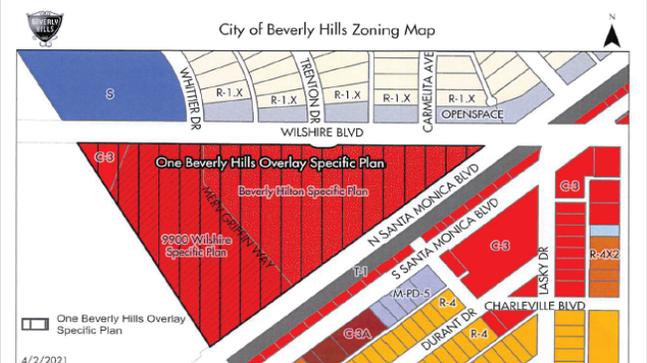
PARCEL 3:

LOT 5 IN BLOCK 33 OF BEVERLY, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13 PAGES 62 AND 63 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel Number: 4327-028-016 (New) 4327-028-002 (Old) and 4327-028-003

EXHIBIT B CITY OF BEVERLY HILLS ZONING MAP: ONE BEVERLY HILLS OVERLAY

SPECIFIC PLAN DESIGNATION



Continue to page 14 >>>

Public Notices

EXHIBIT C GENERAL PLAN CONSISTENCY ANALYSIS

General Plan Consistency Analysis

The One Beverly Hills Overlay Specific Plan Project proposes comprehensive redevelopment of the approximately 17.4-acre Project site and includes the properties addressed 9850, 9876, 9900, and 9988 Wilshire Boulevard. The Project is alternative development to that authorized for the Project site under the approved 9900 Wilshire and Beverly Hilton specific plans and allowable under the existing C-3 zoning. The Project proposes residential, hotel and retail, and open space uses, as further described in the One Beverly Hills Overlay Specific Plan.

The City of Beverly Hills City Council finds the requested General Plan Amendment, Zone Text Amendment, Zone Map Amendment, and Overlay Specific Plan consistent with the City of Beverly Hills General Plan based upon the analysis provided below and the General Plan consistency analysis provided in Table 4.7-2 of the One Beverly Hills Overlay Specific Plan Project Final Supplemental Environmental Impact Report (SCH document # 2020090048), incorporated herein by reference.

GOALS AND POLICIES:

- LU 2 Community Character and Quality.** A built environment that is distinguished by its high level of site planning, architecture, landscape design, and sensitivity to its natural setting and history.
- LU 2.4 Architectural and Site Design.** Require that new construction and renovation of existing buildings and properties exhibit a high level of excellence in site planning, architectural design, building materials, use of sustainable design and construction practices, landscaping, and amenities that contribute to the City's distinctive image and complement existing development.
- LU 14.4 New Construction of Private Buildings.** Require that new and substantially renovated buildings be designed and constructed in accordance with the City's sustainability programs such as the City's Green Building Ordinance or comparable criteria to reduce energy, water, and natural resource consumption, minimize construction wastes, use recycled materials, and avoid the use of toxics and hazardous materials.
- H 2.7 Environmentally Sustainable Housing.** Promote conservation of water and energy, use of sustainable building materials and drought-resistant landscaping to reduce the operating costs and carbon emissions associated with housing.

The 17.4-acre Project site is a combination of several properties (9850, 9876, 9900, and 9988 Wilshire Boulevard) and provides a unique opportunity within the City in terms of site size and gateway location to contribute to the City's distinctive image. The Project exhibits a high level of excellence in site planning in that a contiguous block of open space is created at the center of the site through two site planning choices: a) locating floor area in high-rise structures on the west side of the site which reduces building footprints within the plan area; and b) covering an existing road (Merv Griffin Way), hotel vehicle circulation areas and an amenity structure with usable public and private open space. The Project exhibits a high level of excellence in architectural design in that the new Project buildings are integrated with the Project landscaping and exhibits a unique character. The proposed additions to the Beverly Hilton hotel maintain and complement the historic Welton Becket designed Wilshire Tower building. The Project will meet or exceed LEED Gold and WELL requirements, thus will require the use of sustainable design and construction practices, the sourcing of sustainable construction materials, and promote the conservation of water and energy.

- LU 2.7 City Gateways.** Explore opportunities for public improvements and private development to work together to enhance the sense of quality of entry at key gateways into the City.

The Project includes prominent structures at the key western gateways to the City on the Wilshire Boulevard and North Santa Monica Boulevard corridors. The Project includes new publicly accessible greenspace (sculpture garden) on the south side of the Wilshire Boulevard entry into the City, complementing the existing Beverly Gardens linear park in the north side of Wilshire Boulevard. The Project includes a new publicly accessible garden (Botanical Gardens), providing a large new publicly accessible greenspace at this western gateway location to the City that includes walking trails, a collection of botanical gardens, decorative water features and other publicly accessible amenities.

- LU 7.2 Amenities.** Encourage new multi-family development to provide amenities for residents such as on-site recreational facilities, community meeting spaces, and require useable private meeting open space, public open space, or both.

The Project area provides extensive amenities to plan area residents, who have access to a 3.5-acre private garden which includes two recreational pools, a 4.5-acre publicly accessible garden, and over 127,000 square-feet of shared amenities including a restaurant and other food and beverage venues, accessory spaces, spa, fitness and other resident serving support spaces.

- LU 9.1 Uses for Diverse Customers.** Accommodate retail, office, entertainment, dining, hotel, and visitor-serving uses that support the needs of local residents, attract customers from the region, and provide a quality experience for national and international tourists.
- LU 15.2 Priority Businesses.** Retain and build upon the key business sectors contributing to the City's identity, economy, and revenue for resident services, such as entertainment-related Class-A offices, high end retail and fashion, restaurant, hotel, technology, and supporting uses.
- ES 1.4 Retain Existing Industries.** Consistent with future economic sustainability plans, encourage existing industries such as luxury retail, tourism, hoteling, finance, entertainment and media businesses and services to remain and expand within the City.

The Project updates and expands an existing major hotel in the City, a key business that has long been associated with the entertainment and hospitality identity of the City. The Project also includes a new luxury hotel, which builds upon the City's identity as a luxury accommodation destination. The new and replacement facilities at the Project site include uses for a diverse range of customers. The Project includes:

- Replacement Beverly Hilton conference center facilities that can serve the needs of local, regional, national and international visitors.
- New dining and retail uses for the Beverly Hilton Hotel that will be accessible to both visitors and local residents.
- Replacement hotel rooms in the Beverly Hilton Hotel and a new Luxury hotel in the Wilshire Building that can provide a quality visitor experience for both national and international

- LU 9.3 Anchor Locations (as revised).** It is also recommended that certain anchor locations be set aside to permit development of a higher intensity type of development which is not otherwise provided in the community. These areas should be located so as to be accessible from the City's major shopping areas and close to the City's major streets. These anchor locations should include those large parcels that are located at the gateways to the City, such as the site at 9850, 9876, 9900, and 9988 Wilshire Boulevard where additional building height is appropriate. A variety of land uses such as commercial, hotel, residential, and mixed use should be considered for the gateway locations. A change of use from commercial to residential, hotel or mixed use should be allowed only if such change provides an adequate transition to adjacent single family neighborhoods.

The Project is alternative development on the Project site with similar land uses and development intensity as the two approved specific plan projects that have already been found by the City to be appropriate higher intensity development at this anchor location. The Project site is located in close proximity and accessible to the City's business triangle area and is located on the City's two major streets. As amended, the entire Project site is specifically identified as an anchor location in Policy LU 9.3 and the mix of land uses of the Project match the list of land uses identified as appropriate for the gateway location. The Project includes taller structures than the two approved specific plans, however the taller structures are located at the southwestern portion of the site, a location with significant separation from the nearest residential neighborhoods located to both the north and the south. Lower height development and publicly accessible greenspace is located closer to the closest single-family residential neighborhood.

- LU 12.1 Functional and Operational Compatibility.** Require that retail, office, entertainment, and other businesses abutting residential neighborhoods be managed to assure that businesses do not create an unreasonable and detrimental impact on neighborhoods with respect to safety, privacy, noise, and quality of life by regulating hours of operation, truck deliveries, internal noise, staff parking and on-site loitering, trash storage and pick-up and other similar business activities.

The Overlay Specific Plan includes operational standards for the hotel, retail, residential and garden areas of the Project which help control unreasonable and detrimental impacts on near-by residential neighborhoods. These operational standards allow access to the publicly accessible gardens from dawn to dusk, discouraging on-site loitering. The Overlay Specific Plan and the Project's conditions of approval limit the operating hours for open air dining areas located in the plan area. The conditions also require that any pre-recorded or live music/entertainment not be noticeably audible north of Wilshire Boulevard or south of North Santa Monica Boulevard. Truck deliveries, staff parking, trash storage, pick-up and other similar activities are completely screened from any adjacent uses, and are located beneath the visible surface of the Project.

- LU 13.10 Parks and Open Spaces.** Seek to expand the City's parklands, greenways, and open spaces as land becomes available or as existing buildings are demolished. Consider alternative prototypes and standards for park development in urban areas where available land is limited.
- LU 16.4 Public Places.** Provide plazas, open spaces, and other outdoor improvements that are accessible to and used for public gatherings and activities, either through capital improvement or as a development requirement.

- OS 8.5 Urban Parks.** Encourage and allow opportunities for new development to provide small plazas, pocket parks, civic spaces, and other gathering places that are available to the public to help meet recreational demands.
- PS 3 Cultural Resources.** The provision of cultural resources that meet the needs of the community.

4.5-acres of the Project site is proposed as publicly accessible open space and outdoor improvements that are accessible to the public and can be used for activities and/or gathering. The Overlay Specific Plan and Project conditions of approval require the developer to take responsibility for the capital improvement and continued maintenance of the publicly accessible open space. The publicly accessible open space expands the amount of open space in the City and creates a new venue and cultural resource to help meet the recreational demands of residents and visitors to the City. The publicly accessible open space component of the Project is a prototype in public-private cooperation that will create new publicly accessible greenspace in a highly urbanized portion of the City.

- LU 14.5 Heat Island Effect.** Reduce "urban heat island" effect by requiring that new construction and substantial renovation of building use techniques to reduce the amount of heat that buildings, outdoor spaces, and parking lots absorb from sunlight.
- CON 12.2. Permeable Surfaces.** Require the use of landscaping and permeable service treatments in new developments as alternatives to non-permeable surfaces, and explore the feasibility of retrofitting existing large asphalt surfaces in the community such as alleys, parking lots, and driveways into more permeable alternatives.

The Project is designed to reduce the amount of the site devoted to paved roadways and vehicle circulation areas compared to both existing conditions and the previously approved entitlements. Paved vehicle circulation areas of the site will be covered with garden areas, which will reduce the amount of sunlight absorbed by the Project's outdoor spaces. The Beverly Hilton Enhancement Building and the Conference Center Building incorporate green-roofs, which will reduce the amount of sunlight these buildings absorb. The garden areas located over the Project's vehicle circulation areas are permeable surfaces that will capture and retain rainfall on-site.

- LU 16.10 Affordable Housing.** Support the development of affordable housing as required by State law.
- H 2 Housing Supply and Diversity.** Provide a variety of housing types and adequate affordable housing supply to meet the existing and future needs of the community.
- H 2.2 Inclusionary Housing.** Pursue adoption of an inclusionary housing program to integrate affordable units within market rate developments, and increase the availability of affordable housing throughout the community.

The development agreement for the Project will enhance the economic resources of Beverly Hills through a 100 million dollar public benefit contribution, an environmental mitigation and sustainability fee paid over the life of the Project, and a municipal surcharge paid over the life of the Project. With the inclusion of these public benefits, the Project provides substantial economic resources and allows the City to pursue its affordable housing objectives.

- CIR 1.2 Intersection Improvements.** Study and implement opportunities for capacity improvements at City intersections, such as the intersection of Wilshire Boulevard and North Santa Monica Boulevard, to improve traffic flows along major roadways. Work collaboratively with regional agencies and adjacent jurisdictions to help improve the capacity at these intersections.

The Project includes installation of new traffic signals at Merv Griffin Way/North Santa Monica Boulevard and at a new western residential access road intersection with Wilshire Boulevard. The new site access points and traffic signals will ensure that the roadway circulation system adjacent to the Project site continues to operate in a safe manner. Vehicles entering and exiting the site will be able to safely move in and out of the traffic flow on the two major roadways adjacent to the site.

- CIR 4.1 Parking Provisions:** Ensure that adequate parking is provided for existing and future uses while considering shared parking opportunities, Travel Demand Management (TDM) plans, and availability of alternate modes of travel, based on the site's proximity to transit.
- Transit-Oriented Housing.** Promote access, where feasible, from residential neighborhoods and new residential development to existing transit stops and to the anticipated subway stations.

The Overlay Specific Plan parking requirements have been developed based on a shared parking analysis completed for this residential and commercial mixed-use project. Valet parking is provided for both the residential and commercial portions of the Project, maximizing opportunities to utilize shared parking. The hotels within the plan area are required to develop and maintain TDM programs for their employees. Project site residents, employees and visitors will be well-served by both existing and future mass transit. Specifically, the Project site is located on two existing Metro Rapid bus lines and is located within a 1/4 mile of two Metro Purple line subway stations (Century City and Rodeo Drive) that are currently under construction.

- CIR 7.7 Pedestrian Network-Private.** Design access to new developments and buildings to encourage walking.

The Project design includes a contiguous central open space incorporating pedestrian paths. The Project's design encourages walking between the mix of residential, hotel, retail and restaurant uses located on the site. The retail component of the building is designed to provide pedestrian access from North Santa Monica Boulevard. The publicly accessible open space can be accessed from City sidewalks at three locations, including from a public sidewalk accessible open air path that begins at the Wilshire Boulevard/Merv Griffin Way intersection.

- CIR 6.7 Multi-Modal Design.** Require proposed development projects to implement site designs and on-site amenities that support alternative modes of transportation, and consider TDM programs with achievable trip reduction goals as partial mitigation for project traffic impacts.
- CIR 8 Bikeways.** An integrated, complete, and safe bicycle system to encourage bicycling within the City.
- CIR 8.8 Bicycle Access.** Require new development projects on existing and potential bicycle routes to facilitate bicycle and pedestrian access to and through the project, through designated pathways.

The Project includes improvements to North Santa Monica Boulevard that allow for the provision of a high quality bicycle facility along the Project's North Santa Monica Boulevard street frontage. The North Santa Monica Boulevard lane configuration is consistent with the goals and policies of the City's recently adopted Complete Streets Plan, in particular, it is consistent with policy guidance to:

- Prioritize the implementation of "low-stress" bikeways that provide a comfortable, less stressful experience and minimize conflicts between bicyclists and motorists.
- Provide a variety of bikeways that are attractive for all types of riders and minimize conflicts between bicyclists and motorists.
- Identify and implement high quality bikeways on primary east-west and north-south corridors in the short-term.
- Adopt model bikeway/street design guidelines, such as those produced by the National Association of City Transportation Officials (NACTO), including installing buffered bike lanes anywhere a standard bike lane is being considered and on streets with high travel speeds and traffic volumes.

The Project's bike lanes on North Santa Monica Boulevard integrate an improved and safer segment into the City's existing bicycle route system. The Project also provides on-site improvements that facilitate bicycle access to and through the Project. First, multiple public, employee, and resident bicycle parking locations are provided on the Project site, as illustrated on Overlay Specific Plan Figure 9b and the Project conceptual plans. Second, the Project is conditioned to provide permanent bicycle access across the site on Merv Griffin Way. Merv Griffin Way, and the design of Merv Griffin Way includes permanent bicycle lanes. Pedestrian facilities are provided throughout the Project, including on all Project frontages, along Merv Griffin Way, and throughout the Project's publicly accessible open space.

- CON 3.9. Water-Efficient Landscaping.** Encourage and promote drought-tolerant landscaping or water efficient irrigation systems for all private and city landscaping and parkways.

The Overlay Specific Plan requires the Project to include a water efficient irrigation system that uses reclaimed water system. This system will reduce and limit overall potable water demands through using both on-site greywater and storm-water capture. The Overlay Specific Plan identifies that a majority of the plant material used in plan area gardens will be water-smart species, and thus drought tolerant.

- N 1 Land Use Conflicts.** Minimize land use conflicts between various noise sources and other human activities.

The Project's construction noise effects on the nearest sensitive receptors, which are El Rodeo school and the residential neighborhood to the north, will be mitigated through the measures included in MM NOISE-1, which includes avoiding construction activity generating high noise during El Rodeo school testing periods, placing materials and equipment on the Project site at locations furthest from the sensitive receptors, scheduling noise generating equipment operating to avoid simultaneous use, and requiring the use of vehicle mufflers and portable sound enclosures with measurable noise reduction properties. The Project's operational noise sources are limited. Vehicle parking and loading facilities are located under structures. Almost all outdoor dining areas are screened from sensitive receptors by Project buildings and other structures. Outdoor dining area noise is also subject to the City's noise ordinance and a Project specific condition limiting where noise can be audible.

- S 3.2 Impacts of New Development.** Assess the impacts of significant increases in development density and intensity, and subsequent impacts on traffic congestion, water infrastructure capacity, fire hazards, and emergency response times.
- S 3.3 Fire Protection Services.** Require that new development and re-development of structures provide adequate fire safety features and responder access so as not to cause a reduction of fire protection services below acceptable, safe levels.

The Beverly Hills Fire Department reviewed the proposed Project and determined that fire protection can be provided during both the construction and operation of the new development. SEIR mitigation measure MM-UTIL-1 requires early evaluation of fire flow infrastructure design by the City and requires installation of waterlines for fire protection prior to project building construction, which will ensure that adequate fire protection water flow is available during both project construction and operation.

ORDINANCE NO. 21-O-2837

AN ORDINANCE OF THE CITY OF BEVERLY HILLS AMENDING THE BEVERLY HILLS MUNICIPAL CODE TO AUTHORIZE COMBINING THE VALUES OF REMOVED ART WITH THE CURRENT FINE ART OBLIGATION TOWARDS THE PURCHASE OF A NEW ARTWORK

THE CITY COUNCIL OF THE CITY OF BEVERLY HILLS DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The City Council hereby amends Sub-section E of Section 3-1-809 ("OWNERSHIP, MAINTENANCE, AND INSURANCE BY THE PROPERTY OWNER") of Article 8 ("BEVERLY HILLS FINE ART ORDINANCE") of Chapter 1 ("TAXATION AND FEES") of Title 3 ("TAXATION, FINANCE, PURCHASING, AND RISK MANAGEMENT") of the Beverly Hills Municipal Code, to read as follows, with all other subsections of Section 3-1-809 remaining in effect without amendment:

3-1-809: OWNERSHIP, MAINTENANCE, AND INSURANCE BY THE PROPERTY OWNER:

"The property owner:

E. May request the ability to remove the fine art at a later date by offering to donate the piece to the city or by paying the original or present day value of the art, whichever is higher ("removed original art value"). In the event that the previously approved fine art (1) is a structural element of the building; (2) cannot be donated to the city; and (3) its removal cannot reasonably be avoided due to construction, reconstruction or an addition to the building, then the property owner may request to apply the removed original art value to the purchase of new fine art to meet the new fine art obligation. As a condition of the approval of the request to remove the original fine art, the property owner must indemnify the city on a form approved by the city attorney against any claim, liability or financial loss that arises from the removal of the original fine art including, without limitation violations of the Visual Arts Rights Act (VARA) and the California Art Preservation Act (CAPA). Such removal request must be reviewed by the fine art commission and approved by the city council. If the piece will be gifted to the city, the owner must provide the city with an endowment for the piece to pay for transport, storage, reinstallation, insurance and maintenance in an amount acceptable to the city council. If there is construction, reconstruction or an addition to the property in conjunction with the request to remove the original fine art, then there will be a new fine art obligation assessed in accordance with the provisions of this article. . . ."

Section 2. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 3. Publication. The City Clerk shall cause this Ordinance to be published at least once in a newspaper of general circulation published and circulated in the city within fifteen (15) days after its passage in accordance with Section 36933 of the Government Code, shall certify to the adoption of this Ordinance and shall cause this Ordinance and the City Clerk's certification, together with proof of publication, to be entered in the Book of Ordinances of the Council of this city.

Section 4. Effective Date. This Ordinance shall go into effect and be in full force and effect at 12:01 a.m. on the thirty-first (31st) day after its passage.

Adopted: June 24, 2021
Effective: July 25, 2021

ROBERT WUNDERLICH
Mayor of the City of Beverly Hills

ATTEST:
HUMA AHMED (SEAL)
City Clerk

APPROVED AS TO FORM:
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:
GEORGE CHAVEZ
City Manager

VOTE:
AYES: Councilmembers Friedman, Gold, Mirisch, Vice Mayor Bosse, and Mayor Wunderlich
NOES: None
CARRIED

Public Notices

ORDINANCE NO. 21-O-2840

AN URGENCY ORDINANCE OF THE CITY OF BEVERLY HILLS REPEALING CERTAIN EMERGENCY REGULATIONS RELATED TO THE COVID-19 EMERGENCY AND DECLARING THE URGENCY THEREOF

THE CITY COUNCIL OF THE CITY OF BEVERLY HILLS HEREBY ORDAINS AS FOLLOWS:

WHEREAS, international, national, state, and local health and governmental authorities have responded to an outbreak of respiratory disease caused by a novel coronavirus named "SARSCoV-2," and the disease it causes has been named "coronavirus disease 2019," abbreviated COVID-19, ("COVID-19"); and

WHEREAS, on March 15, 2020, the City Manager, in his role as the Director of Emergency Services, proclaimed the existence of a local emergency pursuant to Section 2-4-107 of the Beverly Hills Municipal Code to ensure the availability of mutual aid and an effective City response to the novel coronavirus ("COVID-19") and that state of emergency was ratified by the City Council on March 16, 2020; and

WHEREAS, the City of Beverly Hills did redouble its efforts to maintain hand hygiene, respiratory etiquette, and social distancing. It was absolutely critical that the City did everything possible to slow the pace of community spread and avoid unnecessary strain on our medical system. To aid in these efforts, the City Council ordered a series of temporary restrictions be placed on certain establishments throughout the City in which large numbers of people tend to gather and remain in close proximity; and

WHEREAS, it was in the interest of public peace, health and safety for the City Council to exercise its authority to slow the spread of COVID-19 in Beverly Hills and to issue regulations related to the protection of the public peace, health or safety; and

WHEREAS, after more than a year of such regulations being in place, and with the proliferation of vaccine availability and with the decreasing rate of spread of the COVID-19 virus, the State of California has repealed many of its regulations that were enacted to slow the spread of the virus; and

WHEREAS, the City of Beverly Hills believes that it would further the public health, safety, or peace if the City of Beverly Hills repealed certain of its emergency regulations that addressed the spread of the COVID-19 virus so that individuals would not be confused by differences between the State laws and local laws and thereby inadvertently violate local laws;

NOW THEREFORE, the City Council of the City of Beverly Hills does ordains as follows:

Section 1. The following sections of Beverly Hills Ordinance Number 20-O-2818 are hereby repealed:

(a) Section 3.a regarding a prohibition on self-service unwrapped food items; and

(b) Section 3.f regarding the suspension of the prohibition against using non-recyclable bags; and

(c) Section 5 regarding a prohibition on the increase in Internet access fees; and

(d) Section 6 requiring social distancing for patrons waiting in queues and special health and safety measures for employees and customers, including but not limited to appropriate gloves and masks.

Section 2. Severability. If any provision of this Ordinance is held invalid by a court of competent jurisdiction, such provision shall be considered a separate, distinct and independent provision and such holding shall not affect the validity and enforceability of the other provisions of this Ordinance.

Section 3. Publication. The City Clerk shall cause this Ordinance to be published at least once in a newspaper of general circulation published and circulated in the city within fifteen (15) days after its passage in accordance with Section 36933 of the Government Code, shall certify to the adoption of this Ordinance and shall cause this Ordinance and the City Clerk's certification, together with proof of publication, to be entered in the Book

of Ordinances of the Council of this City.

Section 4. Effective Date. This Ordinance is adopted as an urgency ordinance for the immediate preservation of the public peace, health and safety within the meaning of Government Code Section 36937(b), and therefore shall be passed immediately upon its introduction and shall become effective at 12:01 a.m., June 25, 2021 upon its adoption by a minimum 4/5 vote of the City Council.

Section 5. Certification. The City Clerk shall certify to the adoption of this Ordinance.

Adopted: June 24, 2021
Effective: June 25, 2021

ROBERT WUNDERLICH
Mayor of the City of Beverly Hills

ATTEST:
HUMA AHMED (SEAL)
City Clerk

APPROVED AS TO FORM:
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:
GEORGE CHAVEZ
City Manager

VOTE:
AYES: Councilmembers Friedman, Gold, Mirisch, Vice Mayor Bosse, and Mayor Wunderlich
NOES: None
CARRIED

FICTITIOUS BUSINESS NAME STATEMENT 2021132311

The following is/are doing business as:

1) ON THE ROAD PET

2) THINK FAST FOR PETS

8755 Shoreham Dr. #302, West Hollywood, CA 90069; **Disruptive Distribution, LLC** 8755 Shoreham Dr. #302, West Hollywood, CA 90069; The business is conducted by: **A LIMITED LIABILITY COMPANY**, registrant(s) has begun to transact business under the name(s) listed September 2011: **Laura J. Meltzer, Managing Member**: Statement is filed with the County of Los Angeles: June 11, 2021; Published: June 25, July 02, 09, 16, 2021 **LACC N/C**

FICTITIOUS BUSINESS NAME STATEMENT 2021132313

The following is/are doing business as:

ARTISTS CORNER

468 N. Camden Dr. #244, Beverly Hills, CA 90210; **Carlos Benitez** 468 N. Camden Dr. #244, Beverly Hills, CA 90210; The business is conducted by: **AN INDIVIDUAL**, registrant(s) has begun to transact business under the name(s) listed January 2014: **Carlos Benitez, Owner**: Statement is filed with the County of Los Angeles: June 11, 2021; Published: June 25, July 02, 09, 16, 2021 **LACC N/C**

FICTITIOUS BUSINESS NAME STATEMENT 2021132315

The following is/are doing business as:

RODEO MEDICAL GROUP

421 N. Rodeo Dr. #PH-1, Beverly Hills, CA 90210; **Rodeo Medical Group Inc.** 421 N. Rodeo Dr., Beverly Hills, CA 90210; The business is conducted by: **A CORPORATION**, registrant(s) has begun to transact business under the name(s) listed June 2016: **Rebecca Brown, President**: Statement is filed with the County of Los Angeles: June 11, 2021; Published: June 25, July 02, 09, 16, 2021 **LACC N/C**

FICTITIOUS BUSINESS NAME STATEMENT 2021132318

The following is/are doing business as:

JULIE MOLLO HOMES

2306 Nella Vista Ave., Los Angeles, CA 90027; **Julie Mollo Unlimited Inc.** 2306 Nella Vista Ave., Los Angeles, CA 90027; The business is conducted by: **A CORPORATION**, registrant(s) has begun to transact business under the name(s) listed April 2014: **Julie Mollo, President**: Statement is filed with the County of Los Angeles: June 11, 2021; Published: June 25, July 02, 09, 16, 2021 **LACC N/C**

NOTICE— Fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (See Section 14400, et seq., Business and Professions Code).

NOTICE INVITING PROPOSALS

Project: El Rodeo School Campus
Seismic Retrofit and Modernization Project

Owner: Beverly Hills Unified School District

Lease / Lease Back Contractor: ProWest Constructors, CSLB #: 706619

PROPOSAL RELEASE #6

PROPOSAL DATE: JULY 13, 2021
PROPOSAL TIME: 2:00 PM

PROPOSAL PACKAGES

12	Historical Cast Stone Restoration, Exterior Ornamental Tile Restoration, GFRC Columns, & GFRG Corbels
17	Casework & Finish Carpentry – A,B,C
18	Casework & Finish Carpentry – D,E
26.1	Exterior Stucco
42	Theater Seating

Submit sealed proposals to: ProWest Constructors, 22710 Palomar Street, Wildomar, CA 92595. For Proposals in the amount of \$150,000 and over, a Proposal Bond in the amount of 10% of the Lump Sum Base Price shall accompany the Proposal. For Lump Sum Base Price amounts of less than \$150,000, Proposal Bond shall not be required.

Proposal Documents available June 21, 2021 at IB Reprographics (951) 682-1850, www.ibrepro.com and www.BidMail.com.

One non-mandatory Job Walk has been scheduled for Thursday, July 1, 2021 at 8:30 AM. ATTENDANCE IS HIGHLY RECOMMENDED. Participants shall meet at El Rodeo School 605 Whittier Drive, Beverly Hills, CA 90210, front gate on Whittier Drive.

The project is a seismic retrofit and modernization of multi-story Buildings A, B, C, D and E encompassing +/- 122,250 SF of building area situated on a 6.5-acre site, originally constructed in 1927 as cast-in-place structures. The buildings are adorned with approximately 4,200 SF of historic Spanish Renaissance Revival cast stone clad facades receiving new reinforcing anchorage and an ornate tower whose dome will be removed and replicated to provide appropriate structural stability. The entire campus will receive a new fire alarm system, new fire protection throughout, new HVAC, electrical upgrades as well as new exterior windows including steel windows in Buildings A, B, and C. There are a total of (44) teaching stations that include (2) Computer Labs, (4) Science Classrooms, (2) Music Classrooms, (1) STEM Classroom, and (1) Media Center. The 662-seat auditorium, with a mezzanine level, includes the replication of the original ceiling as well as incorporating new theater rigging and audio-visual systems. The majority of the 6.5-acre site will include new accessible path of travel throughout including new asphalt paving, concrete paving, artificial turf field, landscaping, irrigation, fencing, and (3) shade shelters.

Prequalification of MEP Subcontractors. Each prospective Electrical, Mechanical, or Plumbing ("MEP") subcontractor holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 and/or C-46 specialty licenses (as defined in Public Contract Code section 20111.6) planning to participate in bidding on certain public projects to be undertaken by the District, must be prequalified prior to submitting bids for such public projects. Pursuant to Public Contract Code Section 20111.6 bidders on all public projects using funds received pursuant to the Leroy F. Greene School Facilities ACT of 1998 or any funds received from any future state school bond that involve a projected public project expenditure of one million dollars (\$1,000,000) or more must be pre-qualified.

The purpose of the proposal is to enable ProWest Constructors to select the most qualified firm that provides the best value to ProWest Constructors and the District and with whom ProWest Constructors will subcontract. Based on the received proposals, ProWest Constructors will create a list of the highest-ranking respondents, based on a best value selection criteria and will identify the selected firm(s) to enter negotiations for specific scopes of work to be subcontracted. Formal award of any subcontracts will not occur unless and until the District has reviewed and approved the scope and price of the subcontracted work.

ProWest Constructors reserves the right to request additional information at any time, which in its sole opinion, is necessary to assure that a proposer's competence, business organization, and financial resources are adequate to perform the requested work. ProWest Constructors also reserves the right to reject any or all proposals and to waive any informality or nonsubstantive irregularity in any proposal.

Contact Lease / Lease Back Contractor, ProWest Constructors – (951) 678-1038 for further information.

Public Notices

ORDINANCE NO. 21-O-2839

AN ORDINANCE OF THE CITY OF BEVERLY HILLS APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND BH LUXURY RESIDENCES LLC AND OASIS WEST REALTY LLC FOR DEVELOPMENT IN ACCORDANCE WITH THE ONE BEVERLY HILLS OVERLAY SPECIFIC PLAN FOR PROPERTY AT 9850, 9876, 9900, AND 9988 WILSHIRE BOULEVARD

THE CITY COUNCIL OF THE CITY OF BEVERLY HILLS HEREBY ORDAINS AS FOLLOWS:

Section 1. BH Luxury Residences, LLC, and Oasis West Realty, LLC, (collectively "Developer"), propose to enter into a development agreement (herein, the "Development Agreement"), which is attached to this Ordinance as Exhibit "A," in connection with the development of the One Beverly Hills Overlay Specific Plan Project ("Project"), a comprehensive and coordinated alternative redevelopment of the approximately 17.4-acre project site at the western gateway to the City of Beverly Hills including properties at 9850, 9876, 9900, and 9988 Wilshire Boulevard ("Project Site").

Section 2. The Project, including the related General Plan amendments, Specific Plan adoption, zone text and map amendments, and this Ordinance and the Development Agreement, has been environmentally reviewed pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, et seq. ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, et seq.), and the City's Local CEQA Guidelines. A Supplemental Environmental Impact Report was prepared and the City Council, by separate Resolution No. 21-R-13348 adopted on June 8, 2021, certified the Final Supplemental Environmental Impact Report, made appropriate environmental findings, adopted a Mitigation Monitoring and Reporting Program for the Project, and adopted a Statement of Overriding Considerations. Resolution No. 21-R-13348 is incorporated by reference, and made a part hereof as if fully set forth herein.

The documents and other materials that constitute the record on which this recommendation was made are located in the Department of Community Development and are in the custody of the Director of Community Development. Further, the mitigation measures set forth therein are made applicable to the Project.

Section 3. The Planning Commission conducted a duly noticed public hearing on April 8, 2021, and April 19, 2021, at which time it received oral and documentary evidence relative to the proposed Project. Thereafter, on April 22, 2021, the Planning Commission concluded deliberations on the proposed General Plan Amendment, zone text and zoning map amendment, and One Beverly Hills Overlay Specific Plan, and continued the hearing to May 5, 2021, for public comment on and consideration of the proposed Development Agreement. The Planning Commission, on May 5, 2021, adopted a resolution to inform the City Council that it was unable to recommend whether or not the Development Agreement is consistent with the General Plan because the Commissioners hold differing views regarding consistency with the General Plan and were unable to reach a consensus.

Section 4. On May 20, and May 25, 2021, the City Council conducted a duly noticed public hearing to consider the Project, and on May 27, 2021, held an additional duly noticed hearing to consider the proposed Development Agreement, along with continued consideration of the Overlay Specific Plan and related approvals. Furthermore, the City Council considered the Project, including the Development Agreement, at duly noticed meetings on June 1, 2021, and June 8, 2021, and concluded deliberations on the proposed Project at that time. Notices of the time, place and purpose of the public hearing were duly provided in accordance with California Government Code Sections 65867, 65090 and 65091.

Section 5. The City Council finds that the provisions of the Development Agreement are consistent with the City of Beverly Hills General Plan as proposed to be amended, and comply with its objectives and policies including the objective of developing large parcels at anchor locations that serve as gateways to the City with a variety of land uses at higher intensities, provided such developments serve as adequate transition to adjacent single family neighborhoods. The City Council further finds that the Development Agreement is consistent with the Beverly Hills General Plan for the reasons set forth in the General Plan Consistency Analysis attached as Exhibit "B" and incorporated herein by reference, Section 5.2 of the One Beverly Hills Overlay Specific Plan, and Table 4.7-2 of the Supplemental Environmental Impact Report. The Development Agreement implements the terms of the General Plan, the One Beverly Hills Overlay Specific Plan and City ordinances, including a General Plan Amendment processed in connection with the Project to add the land use designation of One Beverly Hills Overlay Specific Plan to the Project Site, and upon Developer's election to proceed with the One Beverly Hills Overlay Specific Plan, does not allow development except in conformance with the General Plan, as amended, and the Overlay Specific Plan.

Section 6. The City Council hereby approves the Development Agreement and authorizes the Mayor to execute the Development Agreement on behalf of the City.

Section 7. No later than ten (10) days after the effective date of this Ordinance, the City Clerk shall record with the County Recorder a copy of the Development Agreement and the notice shall describe the land to which such contract applies.

Section 8. The City Clerk shall cause this Ordinance to be published at least once in a newspaper of general circulation published and circulated in the City within fifteen (15) days after its passage, in accordance with Section 36933 of the Government Code; shall certify to the adoption of this Ordinance and shall cause this ordinance and this certification, together with proof of publication, to be entered in the Book of Ordinances of the Council of this City.

Section 9. Effective Date. This Ordinance shall go into effect and be in full force and effect at 12:01 a.m. on the thirty-first (31st) day after its passage.

Adopted: June 24, 2021
Effective: July 25, 2021

ROBERT WUNDERLICH
Mayor of the City of Beverly Hills, California

ATTEST:
HUMA AHMED (SEAL)
City Clerk

APPROVED AS TO FORM:
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:
GEORGE CHAVEZ
City Manager

RYAN GOHLICH, AICP
Director of Community Development

VOTE:
AYES: Councilmembers Friedman, Gold, Vice Mayor Bosse, and Mayor Wunderlich
NOES: Councilmember Mirisch
CARRIED

EXHIBIT A DEVELOPMENT AGREEMENT

RECORDING REQUESTED BY:
CITY OF BEVERLY HILLS

WHEN RECORDED MAIL TO:

City of Beverly Hills
Attention: City Attorney's Office
455 North Rexford Drive
Room 220
Beverly Hills, CA 90210

DEVELOPMENT AGREEMENT (AND LIENS FOR PUBLIC BENEFIT CONTRIBUTIONS EMS FEES AND MUNICIPAL SURCHARGES)

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made by and between THE CITY OF BEVERLY HILLS, a California municipal corporation (the "City"), on the one hand, and BH LUXURY RESIDENCES, LLC, a Delaware Limited Liability Company ("BHLR"), and OASIS WEST REALTY LLC, a Delaware Limited Liability Company ("OWR") (individually or jointly, the "Developer"), on the other hand. The City and Developer are individually referred to herein as a "Party" and collectively referred to as the "Parties."

RECITALS

This Agreement is made and entered into with regard to the following facts, each of which is acknowledged as true and correct by the Parties to this Agreement.

A. On or about April 9, 2008, the City and Project Lotus, LLC, entered into a Development Agreement for the development of that certain real property located in the City of Beverly Hills, California and generally described as 9900 Wilshire Boulevard (the "9900 Wilshire Property") with a mixed use project (the "Original 9900 Wilshire Development") (the "9900 Wilshire Development Agreement"). The City also adopted the 9900 Wilshire Specific Plan ("9900 Wilshire Specific Plan") and related entitlements for the Original 9900 Wilshire Development.

B. On or about, December 11, 2008, the City and OWR entered into a Development Agreement for the development of that certain real property located in the City of Beverly Hills, California and generally described as 9876 Wilshire Boulevard (the "Hilton Property") with a mixed-use project (the "Hilton Development") (the "Hilton Development Agreement"). The City also adopted the Beverly Hilton Specific Plan ("Hilton Specific Plan") and related entitlements for the Hilton Development.

C. On or about July 17, 2017, the City issued a certificate of occupancy for the Waldorf-Astoria Beverly Hills, at 9850 Wilshire Boulevard, a 170-room hotel located on the Hilton Property and constructed pursuant to the Hilton Specific Plan and Hilton Development Agreement at 9850 Wilshire Boulevard (the "Waldorf-Astoria Beverly Hills").

D. On or about April 26, 2017, the City and Wanda Beverly Hills, LLC entered into an Amended and Restated Development Agreement for the 9900 Wilshire Property (the "Amended 9900 Development Agreement"). The City also adopted an Amended and Restated 9900 Wilshire Specific Plan (the "Amended 9900 Wilshire Specific Plan") implementing revisions to the Original 9900 Wilshire Development (the "Amended 9900 Wilshire Development"). The Amended 9900 Wilshire Specific Plan and Hilton Specific Plan are referred to herein jointly as the Existing Specific Plans.

E. On or about November 16, 2018, BHLR acquired the 9900 Wilshire Property and is the current fee owner thereof.

F. On or about July 31, 2019, BHLR acquired that certain real property located in the City of Beverly Hills, California and generally described as 9988 Wilshire Boulevard.

G. The 9900 Wilshire Property, the Hilton Property, and 9988 Wilshire Boulevard are collectively referred to herein as the "Property," which Property is more specifically described in Exhibit A attached hereto and incorporated herein by reference.

H. On or about February 27, 2020, the City and OWR entered into a First Amendment to the Hilton Development Agreement to amend section 5 of such agreement.

I. On or about February 27, 2020, the City and BHLR entered into a First Amendment to the 9900 Wilshire Development Agreement to amend section 5 of such agreement.

J. Developer desires to allow for the coordinated redevelopment of the entire Property, as an alternative to the separate development of portions of the Property pursuant to the Amended 9900 Wilshire Specific Plan and the Hilton Specific Plan, through the adoption by the City of an overlay specific plan covering all of the Property (the "Overlay Specific Plan"). The coordinated development contemplated by the Overlay Specific Plan, is generally referred to as the "Project" (as hereafter further defined).

K. Developer has applied to the City for a development agreement, pursuant to the provisions of the Development Agreement Act (as hereafter defined) and other applicable laws.

L. In anticipation of the Project's development, Developer has made or will make application to the City (in its governmental capacity) for certain approvals, entitlements, findings and permits required for the development and construction of the Project, including, without limitation: (1) an Overlay Specific Plan, (2) a vesting tentative tract map ("Tract Map"), (3) architectural review, and (4) a Development Agreement under the Development Agreement Act.

M. The City Council has specifically considered the advantages and impacts of this Project upon the welfare of the City and believes that the Project will benefit the City.

N. This Agreement eliminates uncertainty in planning and provides for the orderly development of the Project in a manner consistent with the City's Zoning Regulations (as hereafter defined), the Applicable Rules (as hereafter defined) and the General Plan (as hereafter defined).

O. To provide such certainty, the City desires, by this Agreement, to provide Developer with assurance that Developer can proceed with development of the Project with the uses, density and other land use characteristics specified in the Project Approvals. Neither Developer nor City would enter this Agreement, or agree to provide the public benefits and improvements described herein, without the agreement that the Project can be developed, during the term of this Agreement, with the uses, density and other land use characteristics specified in the Project Approvals.

P. The City has determined that, as a result of the development of the Project in accordance with the Project Approvals and this Agreement, substantial benefits will accrue to the public, including but not limited to (i) the Developer making a Public Benefit Contribution (as hereafter defined) with respect to Project's condominium component to offset the fiscal, environmental, and other impacts of development of such condominium component, and (ii) increased City revenues from the payment of substantial transient occupancy taxes, the Municipal Surcharge (as hereafter defined), and other economic benefits from the Project's hotel component.

Q. On April 8, April 19, and April 22, and May 5, 2021 pursuant to the requirements of the Development Agreement Act, the Planning Commission of the City of Beverly Hills conducted a hearing on Developer's application for this Agreement.

R. On May 27, and June 1, 2021, pursuant to the requirements of the Development Agreement Act, the City Council of the City of Beverly Hills (the "City Council") conducted a hearing on Developer's application for this Agreement.

S. The City Council has found and determined that this Agreement is consistent with the City's General Plan and all other plans, policies, rules and regulations applicable to the Project.

T. On June 24, 2021, the City Council adopted Ordinance No. 21-O-____ approving this Agreement, and such ordinance became effective on July 26, 2021.

U. By Resolution No. 21-R-____ adopted by the City Council on June 8, 2021, the City Council reviewed and certified, after making appropriate findings, the Supplemental EIR (as hereafter defined) that contemplates this Agreement.

AGREEMENT

NOW THEREFORE, pursuant to the authority contained in the Development Agreement Act, as it applies to the City, and in consideration of the mutual promises and covenants herein contained and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** For all purposes of this Agreement, except as otherwise expressly provided herein, or unless the context of this Agreement otherwise requires, the following words and phrases shall be defined as is set forth below:

(a) "Affiliate" shall be defined as defined in section 10(e)(iii) of this Agreement.

(b) "All or any portion of the Property" means the entire Property or any portion of the entire Property, including, without limitation, a subdivided parcel which is a portion thereof, any fractional ownership interest in all or any portion thereof, any co-tenancy interest in all or any portion thereof and any condominium, air-space parcel or time interval interest created from all or any portion of the Property.

(c) "Applicable Rules" means the rules, regulations, ordinances, resolutions, codes, guidelines, and officially adopted procedures and official policies of the City governing the use and development of real property, including, but not limited to, the City's Zoning Regulations and building regulations, adopted as of the Effective Date. Among other matters, the Applicable Rules set forth and govern the permitted uses of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, parking requirements, setbacks, and development standards, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction guidelines, standards and specifications applicable to the development of the Property.

(d) "Beverly Hills Public Art Ordinance" means the requirements set forth in Title 3, Chapter 1, Article 8 of the Beverly Hills Municipal Code.

(e) "Building Permit" means a permit issued by the City pursuant to Title 9 of the Beverly Hills Municipal Code to authorize construction of a building or other structure. "Building Permit" shall not include a demolition permit or excavation and shoring permit, but shall include a foundation permit.

(f) "Business Day" means any day other than a Saturday, Sunday or California or Federal holiday on which banks in the City are customarily closed.

(g) "CEQA" means the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.), as it now exists or may hereafter be amended.

(h) "Certificate of Occupancy" means any of the following with respect to any part of the Project other than the Parking Garage: (i) a permanent Certificate of Occupancy, (ii) a temporary Certificate of Occupancy or (iii) a Certificate of Completion, if requested by the Developer and issued by the City, as to an improvement in which the base, core and shell have been completed, but the improvement is not ready for occupancy due to the Developer's electing to defer the completion of tenant improvements, or the interior portions of individual condominium units (e.g. kitchens, baths or finishes which are intended to be customized at a later date).

(i) "Change of Control" shall refer to a transaction whereby a transferee acquires a beneficial ownership interest in either or both Developer (or in an existing owner of a beneficial ownership interest in Developer) such that after such transaction there is a change of identity of the person or entity that has the power to direct or cause the direction of the management and policies of Developer, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, a Mezzanine Lender's acquisition of a direct or indirect beneficial ownership interest in an Owner (or in an existing owner of any direct or indirect beneficial ownership interest in an Owner) through a public sale or an assignment in lieu of foreclosure shall not be deemed a Change of Control.

(j) "Conditions of Approval" shall mean the conditions of approval imposed by the City upon the Project Approvals.

(k) "Developer Fees" shall mean those fees established, adopted, or imposed by the City pursuant to Section 66000-66008, of the Government Code of the State of California or the California Subdivision Map Act to offset the impact of development on the City's capital facilities. Such fees may include impact fees, linkage fees, exactions, assessments, fair share charges, or other similar impact fees imposed by the City on or in connection with new development. Developer Fees do not mean or include Processing Fees.

(l) "Development Agreement" or "Agreement" means this Agreement.

(m) "Development Agreement Act" means Article 2.5 of Chapter 4 of Division 1 of Title 7 (Sections 65864 through 65869.5) of the California Government Code (as the same may be amended and/or re-codified from time to time).

(n) "Discretionary Action(s)" or "Discretionary Approval(s)" means an action which requires the exercise of judgment, deliberation or discretion on the part of the City, including any board, agency, commission or department and any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from a Ministerial Permit or Ministerial Approval (as hereafter defined).

(o) "Effective Date" shall mean the date this Agreement, fully executed, and is recorded in the official records of the Los Angeles County Recorder.

(p) "Election" shall be defined as defined in section 8 of this Agreement.

(q) "Exempt Sales Transactions" shall be as defined in section 10(e)(iii) of this Agreement.

(r) "EMS" Fee(s) means the fee(s), (whether a General EMS Fee or a Residential EMS Fee) paid pursuant to the provisions of section 10(e) of this Agreement, which payments shall be used by the City for various public projects and programs, as determined by the City in its sole discretion.

(s) "General EMS Fee" means the fee paid pursuant to the provisions of section 10(e)(ii) of this Agreement, which payments shall be used by the City for various public projects and programs, as determined by the City in its sole discretion.

(t) "General Plan" means the General Plan of the City, as it exists as of the Effective Date.

(u) "Gross Room Revenue" means revenue that is or would be subject to the transient occupancy tax imposed by the City pursuant to Title 3, Chapter 1, Article 3 or the Beverly Hills Municipal Code as that Article exists on the Effective Date.

(v) "Mezzanine Debt Collateral" means any collateral held by a Mezzanine Lender securing any Mezzanine Debt, including, without limitation, direct or indirect membership or partnership interests in an ownership entity.

(w) "Mezzanine Debt" means any debt held by a Mezzanine Lender secured by a pledge of direct or indirect membership or partnership interests in an ownership entity, which provides the holder the right to foreclose on such membership or partnership interests through a UCC sale upon an event of default under the debt.

(x) "Mezzanine Lender" means a holder of Mezzanine Debt which is an institutional lender which is regularly in the business of making mezzanine or other subordinate real estate financing and which is not controlled by, or under common control with, any holder of a direct or indirect membership or partnership interests in an ownership entity.

(y) "Ministerial Permit(s)," or "Ministerial Approval(s)" means a permit or approval, including, but not limited to, building permits, grading permits, zone clearances, and certificates of occupancy, which requires the City, including any board, agency, commission or department or any officer or employee thereof, to determine whether there has been compliance with applicable rules, statutes, ordinances, conditions of approval, and/or regulations, as distinguished from an activity which is included in the definition of Discretionary Action or Discretionary Approval.

(z) "Mortgage" means any mortgage, deed of trust, encumbrance, sale leaseback or other security interest encumbering all or any portion of the Property, whether now or hereafter existing, given by Developer for the purpose of securing funds to be used for financing or refinancing the Property or any portion thereof, financing or refinancing the construction of improvements thereon and/or any other expenditures reasonably necessary and appropriate to develop the Project.

(aa) "Mortgagee" means the holder of the beneficial interest under any Mortgage.

(bb) "Municipal Surcharge" means five percent (5.0%) of the Gross Room Revenue payable to the City.

(cc) "Non-Profit Garden Entity" shall be defined as defined in section 10(g) of this Agreement.

(dd) "Overlay Specific Plan" shall be defined as set forth in Recital J, which shall only be effective upon Election, as defined herein.

(ee) "Owner" shall be defined as either, or both, of OWR and BHLR, individually and jointly defined as "Developer" under this Agreement and successors and assigns of either Developer or either Owner.

(ff) "Processing Fees" means all processing fees and charges required by the City that are applied uniformly to all construction or development related activity including, but not limited to, fees for land use applications, Building Permit applications, Building Permits, grading permits, hauling permits, encroachment permits, demolition permits, subdivision or parcel maps, lot line adjustments, street vacations, inspections, certificates of occupancy and plan check. Processing Fees shall not mean or include Developer Fees. In addition, any and all fees payable under the current Applicable Rules shall be deemed to be included within the term "Processing Fees" and not to be included within the term "Developer Fees," whether the same are payable upon issuance of a Building Permit, upon connection of a utility or upon issuance of a Certificate of Occupancy.

(gg) "Project" means the development project as described in the final SEIR (as hereinafter defined), as modified by the Project Approvals.

(hh) "Project Approvals" shall include, collectively, the Overlay Specific Plan, as approved on June 8, 2021, and the Tract Map approved by the City with respect to the Project and shall include any Subsequent Project Approvals (as hereafter defined).

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Public Notices

- (ii) "Property" means the real property described in Exhibit A attached hereto.
- (jj) "Public Benefit Contribution" means the payment from the Developer to the City pursuant to section 10(d) of this Agreement, which payment may be used by the City for various public projects and programs.
- (kk) "Reserved Powers" means the power and authority of the City to enact regulations and/or take Discretionary Action if the same is expressly found by the City to be necessary to protect residents of the City, those employed in the City, or visitors to the City, from a condition that is dangerous to public health or safety or if the same is required to comply with California or federal laws (whether enacted previous or subsequent to the Effective Date of this Agreement). Reserved Powers also include the power and authority of the City to enact regulations that apply generally to hotels and condominiums within the City, including without limitation, regulations of hotel operations and regulations concerning condominiums that receive services from hotels, provided that such regulations do not impact the permitted density, height, or square footage of the Project permitted by the Specific Plan.
- (ll) "Residential EMS Fee" means the fee paid pursuant to the provisions of section 10(e)(i) of this Agreement, which payments shall be used by the City for various public projects and programs, as determined by the City in its sole discretion.
- (mm) "Sales Transaction" means any transaction evidenced by the recording of a conveyance document that conveys all or any portion of the Property, and which conveyance would be subject to, and not exempt from, the Los Angeles County Documentary Transfer Tax (Los Angeles County Code, Chapter 4.60) or the City of Los Angeles Real Estate Transfer Tax (Los Angeles City Municipal Code, Chapter 2, Article 1.9) as those taxes existed on the Effective Date of this Agreement. A transaction whereby the possession of all or any portion of the Property is transferred but the seller retains the title as security for the payment of the price shall be deemed a Sales Transaction. For the purposes of triggering the EMS Fee only, a Sales Transaction shall also include (i) any sale, assignment, or transfer (but excluding pledges) of fifty percent (50%) or more of the beneficial ownership interest in Owner, whether in one transaction or a series of transactions or (ii) any Change of Control. Notwithstanding the foregoing, none of the following shall be deemed a Sales Transaction: (i) a transfer of all or any portion of the Property as a result of a judicial or non-judicial foreclosure or deed-in-lieu of foreclosure, of a Mortgage or (ii) a foreclosure or transfer in lieu of foreclosure of any Mezzanine Debt Collateral (including any direct or indirect membership or partnership interests in an ownership entity) by a Mezzanine Lender through a public sale or an assignment in lieu of foreclosure following a default by borrower.
- (nn) "SEIR" shall mean the final Supplemental Environmental Impact Report (SCH No. 2020090048) which supplements the EIRs certified for the Hilton Development and Amended 9900 Wilshire Development and addresses the Project and was prepared, circulated and certified in accordance with applicable law, including, without limitation, CEQA.
- (oo) "Subsequent Land Use Regulations" means any change in or addition to the Applicable Rules adopted after the Effective Date of this Agreement, including, without limitation, any change in any applicable general or specific plan, zoning, subdivision, or building regulation, including, without limitation, any such change by means of an ordinance, initiative, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever by the Mayor, City Council, Planning Commission or any other board, agency, commission or department of City, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project.
- (pp) "Subsequent Project Approvals" shall mean further Discretionary Actions or Discretionary Approvals, Ministerial Permits and Ministerial Approvals required to carry out the Project as approved on June 8, 2021, including, without limitation, any tentative subdivision map, whether vesting or non-vesting. Following adoption or approval, a Subsequent Project Approval shall become a Project Approval.
- (qq) "Zoning Regulations" shall mean the official zoning regulations of the City adopted as of the Effective Date of this Agreement.

2. Recitals of Premises, Purpose and Intent.

(a) State Enabling Statute. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Act which authorizes any city to enter into binding development agreements establishing certain development rights in real property with persons having legal or equitable interests in such property. Section 65864 of the Development Agreement Act expressly provides as follows:

"The Legislature finds and declares that:

- (a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and a commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.
- (b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic cost of development."

Notwithstanding the foregoing, to ensure that the City remains responsive and accountable to its residents while pursuing the benefits of development agreements contemplated by the Legislature, the City accepts restraints on its police powers contained in development agreements only to the extent and for the duration required to achieve the mutual objectives of the Parties.

(b) The Project. The Developer intends to develop the Property as described in the Project Approvals and the final plans submitted to the City, subject to the Applicable Rules, the Project Approvals, and the Conditions of Approval. The Parties hereby agree that, for the term of this Agreement, the permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, parking requirements, setbacks, and development standards, provisions for reservation or dedication of land for public purposes and location of public improvements, and the design, improvement, construction and other guidelines, standards and specifications applicable to the development of the Property shall be those set forth in the Project Approvals, the Applicable Rules and this Agreement, including the Conditions of Approval.

3. Property Subject to Agreement. This Agreement shall apply to all of the Property.

4. Application of Agreement. This Agreement shall apply to the development and use of the Property. Such development shall be in accordance with the Project Approvals as the same may lawfully be amended from time to time other than by initiative and this Agreement.

5. Term of Agreement. The initial term of this Agreement shall commence on the Effective Date, and shall continue for five (5) years ("Term"). At any time, the Term may be extended by Developer for one year or more, as set forth below, provided that the initial term and any extensions, do not exceed nine (9) years plus any extensions as a result of an extension of the term of a tract map for the Project. An extension of the Term by Developer shall be effective only upon written request of Developer provided to the City at least ten (10) days before the expiration of the Term (including any previous extension) and a concurrent payment to the City of one million dollars (\$1,000,000) for each one-year extension period. If a tract map is approved by the City for the Project, the term of the Development Agreement shall be at least equal to the term of a tract map, even if such requirement imposes an obligation on Developer to exercise an extension to the Development Agreement (and, unless the Agreement is terminated in accordance with the provisions herein, to pay the applicable Extension Fees in connection therewith) and even if such extension extends the Development Agreement term to a duration of more than nine (9) years. If there is an extension of the term of the tract map by applicable law, the Developer shall be obligated to exercise an extension of the term of this Agreement (and, unless this Agreement is terminated in accordance with the provisions herein, to pay the applicable Extension Fees in connection therewith) so that the tract map's term does not exceed the Term of this Agreement.

Further, but subject to section 8 below, and notwithstanding anything in the Hilton Development Agreement and Amended 9900 Development Agreement to the contrary, the Hilton Development Agreement and Amended 9900 Development Agreement, each of which it is hereby acknowledged and agreed to expire on June 30, 2022, if not extended pursuant to this section, are hereby extended to one (1) year from the Effective Date of this Agreement and may be extended for up to four (4) additional one-year periods. Such extension(s), shall be effective upon written request of Developer provided to the City at least ten (10) days before the expiration of the Hilton Development Agreement and Amended 9900 Development Agreement and any previous extension pursuant to this section, and a concurrent payment to the City of one million dollars (\$1,000,000) for each one-year extension period of each of the Hilton Development Agreement and Amended 9900 Development Agreement (i.e. \$2,000,000 for both). Upon the commencement of the Term of this Agreement, the foregoing four (4) extensions shall supersede any other extension options which would otherwise be available to the Developer under the Hilton Development Agreement and Amended 9900 Development Agreement and shall supersede the Amendments, dated February 27, 2020, referenced in Recitals "H" and "I" above. Additionally, the Hilton Development Agreement and the Amended 9900 Development Agreement shall be tolled during any Challenge Period, as defined below, however, the one million dollars (\$1,000,000) for each one-year extension period must still be paid for each agreement prior to the expiration of the Hilton Development Agreement and Amended 9900 Development Agreement and any previous extension pursuant to this section.

In the event of (i) any litigation or referendum initiated by third parties within one hundred and eighty (180) days of the Effective Date, to attack, set aside, modify, void or annul this Agreement, any of the Project Approvals, or the SEIR (a "Challenge") or (ii) any litigation initiated by third parties, following such one hundred and eighty (180) day period, to attack, set aside, modify,

void or annul the Project's tract map or final tract map but not later than one hundred and eighty (180) days from the approval of the Project's tract map or final map, the Term of this Agreement shall be tolled for such period or periods (the "Challenge Period(s)") during which such Challenge(s) is proceeding until fully and finally resolved. For purposes of calculating the deadline of any obligation under this Agreement which occurs prior to the end of a Challenge Period, the due date for such performance shall be extended to that date which is (90) days after a Challenge is fully and finally resolved.

6. Timing of Development. The Parties acknowledge that Developer cannot at this time predict when or if the Property will be developed. Such decisions depend upon numerous factors that are not within the control of Developer. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, (the Pardee Case) that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that Developer shall have the right to develop the Property consistent with the Project Approvals and the Conditions of Approval in such order and at such rate and at such times as Developer deems appropriate within the exercise of its sole and subjective business judgment during the term of this Agreement. This provision shall be broadly construed to provide Developer the greatest amount of time and flexibility (in light of the Pardee Case and/or any other similar or distinguishing cases) as necessary or appropriate to permit Developer to complete the development of the project irrespective of later adopted rules, regulations or initiatives which would otherwise restrict the Developer's time to complete the Project.

7. Permitted Uses, Density, Building Heights and Sizes, Required Dedications. The City and Developer hereby agree that the permitted uses of the Property, the density and intensity of such uses, the maximum heights and sizes of the buildings and improvements to be constructed on the Property, and the reservation and dedication of land for public purposes, if any, required in connection with the development of the Property shall be as set forth in and consistent with the Project Approvals, as they may be lawfully amended from time to time other than by initiative. Developer shall not cause or permit any use of the Property that is not permitted by the Project Approvals, and shall not cause or permit the construction of any building or improvement that exceeds the maximum density, building heights and/or building sizes set forth in or otherwise required by the Project Approvals, as they may be lawfully amended from time to time other than by initiative. In addition, Developer shall not permit the use of the Property for an Adult Entertainment Business or Sexual Encounter Center as defined in the zoning regulations of the City of Beverly Hills.

8. Developer's Rights and Obligations; Relationship to Certain Other Agreements and Entitlements.

(a) Vested Rights. Subject to sections 8(b) through 8(e) below, Developer shall have and is hereby vested with the rights, during the Term of this Agreement, to develop the Project in accordance with this Development Agreement, the Overlay Specific Plan and related Project Approvals, as they may be lawfully amended by Developer from time to time, other than by initiative, all of which are hereby incorporated in this Agreement by reference.

(b) Existing Entitlements. Developer's rights hereunder, are intended to provide for an alternative plan of development to the following (collectively, the "Existing Entitlements"): (1) the project contemplated by the Hilton Development Agreement, the Hilton Specific Plan and its related project approvals and (2) the project contemplated by the Amended 9900 Development Agreement, Amended 9900 Specific Plan, and its related project approvals. Developer covenants that it will not proceed with all or any part of the project(s) contemplated by the Existing Entitlements (other than the Waldorf Astoria Beverly Hills which has already been completed) which includes any material physical construction (excluding interior remodeling to the existing structures, maintenance and repairs, and other similar work not effectuating the development of the Property) that is inconsistent with the design and construction of the Project as contemplated by the Overlay Specific Plan unless either Developer has executed such further instruments as the City may reasonably require to relinquish all of Developer's rights under this Agreement, under the Overlay Specific Plan, and under any related Project Approvals. For the avoidance of doubt, either Developer may in its sole and absolute discretion relinquish such rights provided for under this Agreement, the Overlay Specific Plan, and any related Project Approvals and, thereafter, each Developer may proceed pursuant to the Existing Entitlements.

(c) Election. If Developer chooses to proceed with the Project contemplated by the Overlay Specific Plan, it shall make the Election, as defined in Section 5.4 of the Overlay Specific Plan ("Election") on or before the "Outside Date," as hereinafter defined, and shall satisfy all requirements associated with making the Election as provided for by the Overlay Specific Plan, including without limitation, consent of the property owners and lenders, notice to the City and all other implementing actions required by and set forth in Section 5.3 and 5.4 of the Overlay Specific Plan and shall comply with the provisions of section 8(e) below, then Developer shall have and is hereby vested with the rights, during the Term of this Agreement, to develop the Project as set forth in the Project Approvals, as they may be lawfully amended from time to time other than by initiative, all of which are hereby incorporated in this Agreement by reference. The City may irrevocably rely on the Election, which Election shall bind each Developer. Unless City approves an extension of such Outside Date, in the City's sole and absolute discretion, Developer must make the Election, if at all, by the "Outside Date" which shall be five (5) years from the Effective Date.

(d) Prior Specific Plans. Until Developer, in its sole and absolute discretion, makes the Election by the Outside Date as provided for in Section 8(c) above, then all rights, benefits, and obligations imposed and provided for under Hilton Development Agreement, Hilton Specific Plan, Amended 9900 Development Agreement, and Amended 9900 Wilshire Specific Plan shall apply to such developments, as applicable. If either Developer proceeds with development as provided for by the Hilton Development Agreement, Hilton Specific Plan, Amended 9900 Development Agreement, and/or Amended 9900 Wilshire Specific Plan, all rights, benefits, and obligations enjoyed or imposed by this Agreement, the Overlay Specific Plan, and all related Project Approvals shall be null and void and of no further effect. The City may rely on such election by either Developer in this section 8(d), which election shall bind each Developer.

(e) Further Instruments. On the earliest to occur of (1) Outside Date, (2) the date upon which Developer makes the Election, (3) the date on which Developer proceeds with development as provided for by the Hilton Development Agreement, Hilton Specific Plan, Amended 9900 Development Agreement, and/or Amended 9900 Wilshire Specific Plan, or (4) the date Developer proceeds with any material physical construction (excluding interior remodeling to the existing structures, maintenance and repairs, and other similar work not effectuating the development of the Property) which is inconsistent with the design and construction of the Project contemplated by the Overlay Specific Plan, Developer shall execute, and cause its lenders and any other parties required to consent thereto under any applicable agreement to execute, such further instruments as the City may require to memorialize the provisions of this section 8. For avoidance of doubt, nothing in this Agreement shall permit the development of the Project prior to or in the absence of the Election, including without limitation the Lender's Consent, as defined in Section 5.4 of the Overlay Specific Plan.

9. Changes in Applicable Rules.

(a) Non-Application of Changes in Applicable Rules. The adoption of any Subsequent Land Use Regulations after the Effective Date of this Agreement, or any change in, or amendment to, the Applicable Rules (which expression "changes in Applicable Rules" includes, without limitation, any changes in the General Plan or the Zoning Regulations (including any regulation relating to the timing, sequencing, or phasing of the Project or construction of all or any part of the Project), and any changes in Developer Fees (which expression "changes in Developer Fees" includes under this Agreement new or additional Development Fees), adopted after the Effective Date of this Agreement, including, without limitation, any such change by means of ordinance, initiative, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by any board, agency, commission or department of the City, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project shall not be applied to the Project during the term of this Agreement unless such changes represent an exercise of the City's Reserved Powers. Notwithstanding the foregoing, if within six (6) years of the Effective Date the Developer has not obtained its first Building Permit and commenced construction of the Project, the Project shall be subject to all changes in Developer Fees adopted by the City between the Effective Date and the commencement of construction of the Project. Said six (6) year period for the commencement of construction shall be extended during the period of any "Permitted Delay" under Section 31 below which occurs after the issuance of the first Building Permit.

(b) Changes in Uniform Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes occurring from time to time in the provisions of the City's building, mechanical, plumbing, electrical regulations and similar regulations which are based on the recommendations of a multi-state professional organization and become applicable throughout the City, including, but not limited to, the California Building Code, and other similar or related uniform codes.

(c) Changes Mandated by Federal or California Laws or Regulations. Changes in, or additions to, the Applicable Rules adopted or made operative on or after the Effective Date shall apply to the Project, if such changes or additions are specifically mandated to be applied to developments such as the Project, irrespective of vested rights, by applicable California or federal laws or regulations. Where the City or Developer believes that such a change or addition exists, that Party shall provide the other Party hereto with a copy of such California or federal law or regulation and a statement of the nature of its conflict with the provisions of the Applicable Rules and/or of this Agreement. The City's determination as to the applicability of the change or addition to California or federal laws to the Project shall be final and conclusive. However, nothing in this Agreement shall deprive Developer of the rights possessed by any other property owner, absent vested rights, to challenge the appropriateness of the application to the Project of the change or addition.

(d) Changes in Processing Fees and Taxes Under Applicable Rules. The Project shall be subject to any increase in taxes and Processing Fees imposed by the City: provided that such

a change is applied on a Citywide basis.

(e) Waldorf-Astoria Beverly Hills. Notwithstanding anything in the Agreement to the contrary, this Agreement shall not and does not change the rights, benefits, and obligations applicable to the Waldorf Astoria Beverly Hills as set forth in the Hilton Development Agreement and does not apply to the Waldorf-Astoria Beverly Hills. For example, and in no way limiting the generality of the foregoing, the General EMS Fee and Residential EMS Fee and Municipal Surcharge provided by this Agreement shall not be applicable to any Sales Transaction of the Waldorf-Astoria Beverly Hills, but the Waldorf-Astoria Beverly Hills shall be subject to the EMS Fee and Municipal Surcharge set forth in the Hilton Development Agreement.

10. Developer's Obligations.

(a) Conditions of Approval. Developer shall comply with the Conditions of Approval.

(b) Reimbursement of Project Approval Costs. No later than ninety (90) days after all parties have executed this Agreement, (the "Execution Date"), Developer shall reimburse the City for all of its costs to process the Project Approvals, including legal, economic consulting and environmental processing costs related to the Project Approvals and preparation of this Agreement, if any, provided, however, that the City's actual and reasonable costs for the City's outside negotiator, Greenburg Glusker, shall not exceed six hundred thousand dollars (\$600,000). No later than sixty (60) days after the Execution Date, City shall provide Developer with copies of all of Greenburg Glusker's detailed bills (from which any information subject to the attorney-client privilege may be redacted).

(c) Processing Fees and Taxes. Developer agrees to pay all taxes and Processing Fees, including City plan check fees, building inspection fees, and permit fees at the rate and amount in effect at the time the Processing Fee or tax is required to be paid.

(d) Public Benefit Contribution. Developer shall pay to the City a Public Benefit Contribution of one hundred million dollars (\$100,000,000).

(i) Timing of Payment. Developer shall pay to the City five million dollars (\$5,000,000) of the Public Benefit Contribution no later than ninety (90) days after the Effective Date of this Agreement. Developer shall pay to the remaining ninety five million dollars (\$95,000,000) as follows: (1) ten million dollars (\$10,000,000) on second, third, and fourth anniversary of Effective Date; (2) fifteen million dollars (\$15,000,000) on the fifth, sixth, and seventh anniversary of the Effective Date; and (3) twenty million dollars (\$20,000,000) on the eighth anniversary of the Effective Date. Notwithstanding anything else in this Agreement, in the event either Developer, in its sole and absolute discretion, proceeds with the development of the Hilton Property or 9900 Wilshire Property pursuant to the Existing Specific Plans or otherwise terminates this Agreement, and either Developer has relinquished all rights under this Agreement and the Overlay Specific Plan in accordance with the applicable portions of section 8 hereof, then no Public Benefits Contribution payments becoming due thereafter shall be owed or payable pursuant to this Agreement.

(ii) Crediting of Public Contribution Payment. In the event Developer proceeds to develop the Hilton Property pursuant to the Hilton Specific Plan and/or the 9900 Wilshire Property pursuant to the Amended and Restated 9900 Wilshire Specific Plan and Developer has relinquished all rights under this Agreement and the Overlay Specific Plan in accordance with the applicable portions of section 8 hereof, then any and all payments made by Developer pursuant to section 10(d)(i) of this Agreement shall be credited to the public contribution payments (aggregating \$65,200,000) under the Hilton Development Agreement and/or the 9900 Wilshire Amended Development Agreement as follows: in the absence of written agreement between the Owners provided to the City, the lesser of five million two hundred thousand dollars (\$5,200,000) and eight percent (8%) of all payments made pursuant to section 10(d)(i) shall be credited to the Hilton Development Agreement and the balance of such funds credited to the 9900 Wilshire Amended Development Agreement. In no event, however, shall any sums paid under this Agreement be refundable or credited, except as provided in the foregoing sentence. The provisions in this section shall survive the Agreement's termination and the relinquishment of Developer's rights hereunder.

(iii) Lien for Public Benefit Payment. Developer hereby grants to the City, with power of sale, a lien on each non-residential lot or parcel of the Property to secure the payment of the Public Benefit Payment and any other sums payable under clause (d)(iv) below. In the event that the applicable Public Benefit Payment and any other sums payable under clause (d)(iv) below secured by such lien is not paid as required by this Agreement, then the City may enforce such lien by sale by the City, its attorney or any other person or entity authorized by the City Manager to conduct the sale. Any such sale shall be conducted in accordance with California Civil Code Sections 2924, 2924b, 2924c, 2924f, 2924g, and 2924h, or in any other manner permitted or provided by law. The City, through its agent authorized by the City Manager, shall have the power to bid on the encumbered property at the sale, using as a credit bid the amounts secured by such lien, its own funds, and/or funds borrowed for such purpose, and to acquire the lot or parcel. The City is hereby granted, in trust, the applicable lot or parcel and is appointed as trustee for purposes of noticing and effecting any sale pursuant to the provisions of this section and is hereby expressly granted a "power of sale" in connection therewith. The City shall be entitled to collect its actual and reasonable out-of-pocket costs associated with any effort to enforce any such lien. Upon receipt of the full amount of the Public Benefit Payment due and payable, the City shall execute and deliver such documentation, in recordable form, as Developer may reasonably request to evidence the payment of the Public Benefit Payment and extinguishment of the City's lien rights with respect to unpaid Public Benefit Payment (a "Lien Release"). Such Lien Release shall also indicate that payment of such Public Benefit Payment shall not extinguish the City's lien rights with respect to subsequent Public Benefit Payments which otherwise may become due and payable in accordance with this Agreement.

(iv) Late Charges, Interest. If Developer fails to pay the Public Benefit Payment within ten (10) days after its due date, Developer shall pay a late charge in the amount equal to the lesser of (a) \$25,000, increased on the first day of each calendar year by the increase, if any, during the immediately preceding calendar year in the Consumer Price Index - All Urban Consumers for Los Angeles-Riverside-Orange County California as published by the U.S. Department of Labor, Bureau of Labor Statistics (or any successor thereto), or (b) one quarter of one percent (0.25%) of the Public Benefit Payment due but not paid. The Parties acknowledge and agree that the amount of the costs and expenses that City will incur in the event the Public Benefit Payment is not paid when due is extremely difficult to calculate, and that the late charge set forth in the immediately preceding sentence is a reasonable, good faith estimate of such costs and expenses, but payment of such late charge shall not limit the City's remedies following any default by Developer under this Agreement. If any Public Benefit Payment, including any late charge, is not paid within ten (10) days after the date on which the Public Benefit Payment is due, then such Public Benefit Payment (including any late charge) shall bear interest, from the due date until paid, at the rate that is the lesser of (i) eighteen and one-half percent (18.5%) per annum, or (ii) the highest rate permitted by applicable law.

(v) Affordable Housing Contribution. Developer's Public Benefit Contribution under this Agreement fully satisfies any and all affordable housing fees, or exactions, that are applicable to the Project during the Term.

(e) Environmental Mitigation and Sustainability Fee. Unless otherwise stated herein, the following EMS Fees shall apply to the Property, exclusive of the Waldorf-Astoria Beverly Hills, as follows.

(i) Amount of Residential EMS Fee. Concurrent with the close of each Sales Transaction of a residential condominium in the Project, the seller of such residential condominium shall pay or cause to be paid to City a Residential Environmental Mitigation and Sustainability Fee ("Residential EMS Fee"). The amount of the Residential EMS Fee for the first Sales Transaction following the Effective Date involving a particular individual condominium unit in the Project shall be equal to \$20.00 for each \$1,000 of the consideration or value, whichever is higher, of the interest or property conveyed (without regard to the value of any lien or encumbrance remaining thereon at the time of sale). The amount of the EMS Fee for each subsequent Sales Transaction involving the sale of such individual condominium unit in the Project after the initial Sales Transaction shall be equal to \$30.00 for each \$1,000 of the consideration or value, whichever is higher, of the interest or property conveyed (without regard to the value of any lien or encumbrance remaining thereon at the time of sale). For the avoidance of doubt, the Residential EMS Fee attributable to a particular residential condominium unit shall be determined individually and without regard to any other residential condominium unit. The EMS Fee shall be paid from the escrow account set up for the Sales Transaction. The fee shall be paid upon each Sales Transaction by the then current owner of such residential condominium. In the event, Developer develops the Hilton Property pursuant to the Hilton Specific Plan and/or the 9900 Wilshire Property pursuant to the Amended 9900 Wilshire Specific Plan, the Residential EMS Fees shall not apply to any such condominium sales, and those sales and any applicable environmental mitigation and sustainability fees shall be governed by the Hilton Development Agreement and the Amended 9900 Wilshire Development Agreement. As to fractional ownership interests in residential condominiums, to the extent that fractional ownership interests are permitted by the Overlay Specific Plan, the EMS Fee shall be imposed on the consideration or value, whichever is higher, of the fractional interest sold and the references to first sale and subsequent sale shall refer to the applicable fractional interest which is the subject of a Sales Transaction.

(ii) Amount of General EMS Fee. Concurrent with the close of each Sales Transaction (other than of completed residential condominiums), including, without limitation, non-residential condominiums, or air-space lots or parcels including any hotel or commercial buildings, in the Project, the seller of such shall pay or cause to be paid to City a General EMS Fee, as detailed herein. The amount of the General EMS Fee from the Effective Date through December 31, 2030 shall be \$20.00 for each \$1,000 of the consideration or value, whichever is higher, of the interest or property conveyed (without regard to the value of any lien or encumbrance remaining thereon at the time of sale). The amount of the General EMS Fee from January 1, 2031, and thereafter, shall be \$30.00 for each \$1,000 of the consideration or value, whichever is higher, of the interest or property conveyed (without regard to the value of any lien or encumbrance remaining thereon at the time of sale). Notwithstanding the foregoing and pursuant to section 9(c) of this Agreement, the General EMS Fee shall not apply to a Sales Transaction involving the Waldorf Astoria Beverly Hills. In the event, Developer develops the Hilton Property pursuant to the Hilton Specific Plan and/or the 9900 Wilshire Property pursuant to the Amended 9900 Wilshire Specific Plan, the General EMS Fees shall not apply

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to sales on the Hilton Property or the 9900 Wilshire Property and those sales and any applicable environmental mitigation and sustainability fees shall be governed by the Hilton Development Agreement and the Amended 9900 Wilshire Development Agreement.

(iii) **Exempt Sales Transactions.** Notwithstanding anything to the contrary in this Agreement and for the period commencing with the Effective Date and ending on the fourth anniversary of the Effective Date, the following transactions shall not be subject to a General EMS Fee whether they are deemed to be a Sales Transaction or not: (i) ownership structuring transactions, including transfers, issuances or redemptions of direct or indirect membership interests in Developer by and among any of Developer's existing direct or indirect members and/or Affiliates thereof, (ii) refinancing or modifications, of an existing Mortgage encumbering the Property as of the Effective Date or disbursements or advances pursuant to such existing Mortgage encumbering the Property as of the Effective Date, or (iii) construction financing or permanent financing, in connection with development and/or construction of the Project ("Exempt Sales Transactions"). An Exempt Sales Transaction may result in a Change of Control and no General EMS Fee (or Residential EMS Fee) shall be due and payable to the City. However, an otherwise Exempt Sales Transaction that results in the complete buy-out of the Alagem Group or the Cain Group, shall be a Sales Transaction for which a General EMS Fee shall then be due and payable and shall not be subject to section 10(e)(iv) below. For purposes hereof, "Alagem Group" shall mean Alagem BH Land Holdings, LLC, a California limited liability company, Oasis Holdings, LLC, a California limited liability company, and Affiliates thereof and "Cain Group" shall mean CI BH Holdings LLC, a Delaware limited liability company, and CI BH Holdings II LLC, a Delaware limited liability company, and Affiliates thereof. For purposes of this clause (iii), "Affiliate" shall mean, with respect to any Person, any Person that controls, is controlled by or is under common control with such specified Person.

(iv) **General EMS Fee Cap.** For the period commencing with the Effective Date and ending on the fourth anniversary of the Effective Date, there shall be an aggregate cap of twenty million dollars (\$20,000,000) on the General EMS Fee for any and all Sales Transactions that are an integral part of development and/or construction financing for the Project. Following the fourth anniversary of the Effective Date, there shall be no cap on the amount of General EMS Fee that may be due and payable to the City.

(v) **Adjustment of Residential EMS Fee and General EMS Fee.** If, after the Effective Date of this Agreement, the City adopts or increases a real estate transfer tax or documentary transfer tax for Beverly Hills, so that the combined total of the City's taxes and the County of Los Angeles Documentary Transfer Tax exceeds the current \$1.10 per \$1,000 of City and County documentary transfer taxes, then the EMS Fee imposed upon all Sales Transactions shall be reduced by the amount of the combined taxes that exceeds \$1.10 per \$1,000.

(vi) **Termination of EMS Fee.** The obligation to pay the EMS Fee as provided for in this section 10(e) shall terminate and be of no further force or effect if with respect to any transaction occurring on or after the date (i) Developer, in its sole and absolute discretion, proceeds with the development of the Hilton Property or 9900 Wilshire Property pursuant to the Existing Specific Plans, and Developer has relinquished all rights under this Agreement and the Overlay Specific Plan in accordance with the applicable portions of section 8 hereof, or (ii) the same are released by a recorded instrument executed by the City with respect to an applicable portion of the Project which has been demolished and which is not being replaced by a use which would be permitted under the Overlay Specific Plan. Nothing in this section 10(e)(vi) shall relieve Developer of any obligation to pay an EMS Fee as provided for in this section 10(e) prior to the termination of the obligation to pay such EMS Fee.

(vii) **Liens for EMS Fee Payable Upon Sale.** Developer hereby grants to the City, with power of sale, a lien on the Property, each lot or parcel created by the tentative tract map for the Project, including without limitation, following the creation thereof, each condominium unit in the Project, to secure the payment of the EMS Fee payable upon each Sales Transaction. In the event that the EMS Fee secured by such lien is not paid concurrently with and as a condition to the closing of a Sales Transaction, then the City may enforce such lien by sale by the City, its attorney or any other person or entity authorized by the City Manager to conduct the sale. Any such sale shall be conducted in accordance with California Civil Code Sections 2924, 2924b, 2924c, 2924f, 2924g, and 2924h, or in any other manner permitted or provided by law. The City, through its agent authorized by the City Manager, shall have the power to bid on the encumbered property at the sale, using as a credit bid the amounts secured by such lien. Its own funds, or funds borrowed for such purpose, and to acquire the lot or parcel. The City is hereby granted, in trust, the applicable lot or parcel and is appointed as trustee for purposes of noticing and effecting any sale pursuant to the provisions of this section and is hereby expressly granted a "power of sale" in connection therewith. The City shall be entitled to collect its actual and reasonable out-of-pocket costs associated with any effort to enforce any such lien. Developer, or any subsequent owner of the Property or any portion thereof, shall provide notice to City, in a form satisfactory to City, upon any opening of escrow that will result in a Sales Transaction or any other conveyance of the Property or portion thereof. The notice shall include a declaration stating the amount of the EMS Fee due upon closing of any Sales Transaction, or in the case of a conveyance that is not a Sales Transaction, the reason that such conveyance is not a Sales Transaction and therefore not subject to the EMS Fee. Upon receipt of the full amount of the EMS Fee payable with respect to a Sales Transaction the City shall execute and deliver such documentation, in recordable form, as Developer, the buyer or the title company may reasonably request to evidence the payment of the EMS Fee and extinguishment of the City's lien rights with respect to such sale (a "Lien Release"). Such Lien Release shall also indicate that payment of the EMS Fee shall not extinguish the City's lien rights with respect to subsequent Sales Transactions. In the event that the City determines that a conveyance is not a Sales Transaction, the City shall execute and deliver to the seller, buyer or title company documentation that the City has determined that the conveyance is not a Sales Transaction and not subject to the EMS Fee.

(f) **Municipal Surcharge.** Upon the Election, Developer shall pay the Municipal Surcharge in as follows.

(i) **Beverly Hilton.** The Municipal Surcharge shall apply to Beverly Hilton hotel rooms beginning on January 1, 2030.

(ii) **Wilshire Building.** The Municipal Surcharge shall apply to all hotel rooms and residential condominium units rented as short-term rentals (if such short term rentals are permitted under the Overlay Specific Plan), upon the commencement of rental of hotel rooms and residential condominium units as short-term rentals.

(iii) **Timing of Payment.** The Municipal Surcharge shall be payable monthly, based on the actual Gross Room Revenue received during the month for which payment is to be made, at the same time and in the same manner as is required for payment of the City's transient occupancy tax imposed pursuant to Title 3, Chapter 1, Article 3 of the Beverly Hills Municipal Code, or its successor.

(iv) **Lien to Secure Municipal Surcharge.** Developer hereby grants to the City, with power of sale, a lien on the Property, or if the Property is subdivided, a lien solely on the lot or parcel that includes the hotel, to secure the payment of the Municipal Surcharge and any other sums payable under clause (g)(vi) below. In the event that the Municipal Surcharge or any other sums payable under clause (g)(vi) below are not timely paid, then the City may enforce such lien by sale of the property subject to the Municipal Surcharge by the City, its attorney or any other person or entity authorized by the City Manager to conduct the sale. Any such sale shall be conducted in accordance with California Civil Code Sections 2924, 2924b, 2924c, 2924f, 2924g, and 2924h, or in any other manner permitted or provided by law. The City, through its agent authorized by the City Manager, shall have the power to bid on the encumbered property at the sale, using as a credit bid the amounts secured by such lien, its own funds, or funds borrowed for such purpose. The City is hereby granted in trust, the Property, or if the Property is subdivided the lot or parcel that includes the hotel, and is appointed as trustee for purposes of noticing and effecting any sale pursuant to the provisions of this section and is hereby expressly granted a "power of sale" in connection therewith. The City shall be entitled to collect its actual and reasonable out-of-pocket costs associated with any effort to enforce any such lien.

(v) **Acknowledgement.** The Parties acknowledge and agree that the Municipal Surcharge is not a tax or a levy by City.

(vi) **Late Charges, Interest.** If Developer fails to pay the Municipal Surcharge within ten (10) days after its due date, Developer shall pay a late charge in the amount equal to the lesser of (i) \$2,000, increased on the first day of each calendar year by the increase, if any, during the immediately preceding calendar year in the Consumer Price Index - All Urban Consumers for Los Angeles-Riverside-Orange County California as published by the U.S. Department of Labor, Bureau of Labor Statistics (or any successor thereto), or (b) one percent (1%) of the Municipal Surcharge payment due but not paid. The Parties acknowledge and agree that the amount of the costs and expenses that City will incur in the event the Municipal Surcharge is not paid when due is extremely difficult to calculate, and that the late charge set forth in the immediately preceding sentence is a reasonable, good faith estimate of such costs and expenses, but payment of such late charge shall not limit the City's remedies following any default by Developer under this Agreement. If any Municipal Surcharge, including any late charge, is not paid within ten (10) days after the date on which the Surcharge is due, then such Municipal Surcharge (including any late charge) shall bear interest, from the due date until paid, at the rate that is the lesser of (i) eighteen and one-half percent (18.5%), or (ii) the highest rate permitted by applicable law.

(vii) **Termination of Municipal Surcharge.** The obligation to pay the Municipal Surcharge as provided for in this section 10(f) shall terminate if the same are released by a recorded instrument executed by the City with respect to an applicable portion of the Project which has been demolished and which is not being replaced by another use which is subject to transient occupancy tax. Nothing in this section 10(f)(vii) shall relieve Developer of any obligation to pay a Municipal Surcharge as provided for in this section 10(f) prior to the termination of the obligation to pay such Municipal Surcharge

(g) **Botanical Gardens Maintenance.** Developer shall ensure that the 4.5-acre Botanical Gardens and the ramps, elevators and other the means of access thereto, as defined in the Project Approvals, shall be: (i) operated, maintained, repaired and replaced for the life of the Project

in a first-class condition and (ii) available for public access in accordance with the requirements of the Project Approvals. The foregoing notwithstanding, Developer shall retain the right to convey the Botanical Gardens to a not for profit third party ("Non-Profit Garden Entity") that shall have primary responsibility for the operations and maintenance of the Botanical Gardens subject to the terms of the Overlay Specific Plan and a financial commitment by Developer that runs with the land encumbering (1) the Beverly Hilton, and/or (2) encumbering the Project's new Luxury Hotel in the Wilshire Building (as both are defined in the Project Approvals) providing for an obligation to fund any shortfall in causing the Botanical Gardens to be operated, maintained, repaired and replaced. The financial commitment provided by Developer shall be subject to the reasonable approval of the City. It shall be deemed reasonable for the City to require that the Beverly Hilton remain encumbered by such financial commitment until such time as the new Luxury Hotel has been completed and opened for business as a hotel. Prior to the recording of a final tract map for the Project, a covenant and agreement reasonably satisfactory to the City Attorney shall be recorded against the Botanical Gardens providing for such public access and for on-going operations, maintenance, repair and reconstruction to a continuing first-class condition and for the financial commitment to be maintained by property that is occupied by a hotel.

11. Issuance of Building Permit; Expedited Permit Processing.

(a) **Building Permit Issuance.** The City shall be under no obligation to issue a Building Permit for the Project until: (i) all the fees and other obligations set forth in section 10 and due before issuance of a Building Permit have been fully paid or otherwise fulfilled; and (ii) any lender whose lien is prior and superior to the lien created by this Agreement or any conveyance or covenant required by this Agreement shall have agreed to subordinate its lien to the lien, conveyances and covenants created and required by this Agreement.

(b) **Expedited Processing.** The City shall accept the Project's building permit applications for expedited processing, including but not limited to expedited plan check review, provided that Developer pays the applicable Processing Fee and the actual costs to the City, plus fifteen percent (15%) of the cost of any internal or external expeditor directly employed or engaged by the City.

12. **Default.** Failure by City or Developer to perform any term or provision of this Agreement for a period of thirty (30) days from the receipt of written notice thereof from the other shall constitute a default under this Agreement, subject to extensions of time by mutual consent in writing. Said notice shall specify in detail the nature of the alleged default and the manner in which said default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such thirty (30) day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

Subject to the foregoing, after notice and expiration of the thirty (30) day period without cure, the notifying party, at its option, shall have all rights and remedies provided by law and/or may give notice of intent to terminate this Agreement pursuant to Government Code Section 65868. Following such notice of intent to terminate, the matter shall be scheduled for consideration and review by the City Council within thirty (30) calendar days in the manner set forth in Government Code Sections 65867 and 65868. Following consideration of the evidence presented in said review before the City Council and a determination that a default exists, the Party alleging the default by the other Party may give written notice of termination of this Agreement to the other Party. Upon any such termination, the respective rights, duties and obligations of the Parties hereto shall without further action cease as of the date of such termination (except as to duties and obligations that arose prior to the date of such termination). In no event shall monetary damages be available against the City for any alleged default or breach by the City. In no event shall consequential damages be available against Developer or any seller of any portion of the Property for any alleged default or breach of this Agreement.

Without limitation on section 11(a) or any other rights or remedies of the City, the City shall be under no obligation to issue any Certificate of Occupancy, if any portion of the Public Benefit Contribution that is then due and payable has not been paid. The foregoing shall apply notwithstanding any period of notice and/or cure which would be applicable to such failure of payment. The foregoing notwithstanding, if Developer disputes that such portion of the Public Benefit Contribution is then due and payable, Developer shall have the right to deposit such disputed portion of the Public Benefit Contribution in an escrow account mutually agreed to by City and Developer and submit the resolution of such dispute as to whether the portion of the Public Benefit Contribution which has been deposited into escrow is then due and payable to expedited binding arbitration in West Los Angeles to be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those JAMS Rules. If Developer makes such a deposit in an escrow account, the City shall have no right to withhold the issuance of a Certificate of Occupancy.

13. **Termination and Expiration.** As provided for in section 8 of this Agreement, each Developer shall have the right to terminate this Agreement in its sole and absolute discretion, which termination shall be effective upon the City's receipt of such written notice of termination. Upon the expiration of the Term or termination of this Agreement, this Agreement shall terminate and be of no further force or effect. Notwithstanding the foregoing, in the event the Election has been made pursuant to the Overlay Specific Plan prior to the expiration of the Term of this Agreement, such expiration shall not affect Developer's obligations under section 10, nor the obligation to pay any claim of any Party hereto arising out of the provisions of this Agreement prior to the effective date of such termination. The obligations under section 10, and the obligation to pay any claim arising before the effective date of termination shall continue after termination in perpetuity or until completed provided that the Election has been made prior to the Agreement's Term's expiration.

14. **Transfers of Interests in Property or Agreement.** In the event of a proposed transfer of interest in the Property or in this Agreement by Developer to a transferee other than a retail purchaser of an individual residential condominium unit or transfer of the Property or any direct or indirect interest in Owner by foreclosure or in lieu of foreclosure by a Mortgagee or a Mezzanine Lender, Developer agrees to provide the City at least thirty (30) days written notice of such proposed transfer and shall provide satisfactory evidence that the transferee will assume in writing through an assignment and assumption agreement all remaining obligations of Developer under this Agreement. The assignment and assumption agreement shall be in a form satisfactory to the City Attorney. However, Developer has no obligation to obtain the consent of the City to assign this Agreement to a transferee. Notwithstanding the foregoing: (i) the terms, covenants and conditions of this Agreement shall be binding upon any transferee whether or not such an assignment and assumption agreement is signed by the assignee upon acquiring the Property; and (ii) no such transfer shall relieve Developer (transferor) of any obligations under this Agreement. No owner of a residential condominium interest shall have any development rights under this Agreement by virtue of such ownership.

15. Mortgagee and Mezzanine Lender Protection.

(a) **In General.** The provisions of this Agreement shall not prevent or limit Developer's right to encumber the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to such portion. The City acknowledges that Mortgagees, Mezzanine Lenders, and other financiers may require certain interpretations or modifications of this Agreement and agrees upon request, from time to time, to meet with Developer and representatives of such Mortgagees, Mezzanine Lenders, or other financiers to negotiate in good faith any such request for interpretation. The City shall not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement and does not, in the City's sole determination, diminish the City's benefits from this Agreement or increase the risk that the City will fail to receive the same. Any Mortgagee and Mezzanine Lender shall be entitled to the rights and privileges set forth in this section.

(b) **Notice of Default to Mortgagee and Mezzanine Lender.** If a Mortgagee or Mezzanine Lender has submitted a request in writing to City in the manner specified herein for giving notices, the City shall use its best efforts to provide to such Mortgagee or Mezzanine Lender written notification from the City of any failure or default by Developer in the performance of Developer's obligations under this Agreement, which notification shall be provided to such Mortgagee or Mezzanine Lender at such time as such notification is delivered to Developer.

(c) **Right of Mortgagee or Mezzanine Lender to Cure.** Any Mortgagee or Mezzanine Lender shall have the right, but not the obligation, to cure any failure or default by Developer during the cure period allowed Developer under this Agreement (provided, such lender shall receive a day by day extension to such cure period for each day a notice of default is not delivered to Mortgagee or Mezzanine Lender in accordance with section 15(b)), plus an additional one hundred twenty (120) days in order to cure such failure or default, if it is reasonably necessary for the Mortgagee or Mezzanine Lender to obtain possession of the property to cure, such as by seeking the appointment of a receiver or other legal process. Any Mortgagee or Mezzanine Lender that undertakes to cure or attempt to cure any such failure or default shall provide written notice to the City that it is undertaking efforts of such a nature; provided that no initiation of any such efforts by a Mortgagee or Mezzanine Lender shall obligate such Mortgagee or Mezzanine Lender to complete or succeed in any such curative efforts.

(d) **Liability for Past Defaults or Obligations.** Subject to the foregoing, any Mortgagee, including the successful bidder at a foreclosure sale, who comes into possession of the Project or the Property or any portion thereof pursuant to foreclosure, deed-in-lieu of foreclosure, eviction or otherwise, or any Mezzanine Lender, including the successful bidder at a foreclosure sale, who acquires any Mezzanine Debt Collateral or any part thereof pursuant to foreclosure or transfer-in-lieu of foreclosure, shall take such property subject to the terms of this Agreement and in no event shall any such property be released from any obligations associated with its use and development under the provisions of this Agreement, including, without limitation, the payment of any sums due before or after any such actions. Nothing in this section shall prevent City from exercising any remedy it may have for a default under this Agreement, provided, however, that in no event shall such Mortgagee, Mezzanine Lender, or purchaser at a foreclosure sale be liable for any defaults or monetary obligations of Developer arising prior to acquisition of possession of such property by such Mortgagee or Mezzanine Lender, but any such defaulted obligations shall continue to run with the land except with respect to any Mortgage in effect as of the Effective Date.

16. **Binding Effect.** All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, reorganization, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors and assigns. All of the provisions of this Agreement shall constitute covenants running with the land.

17. Indemnification.

(a) Developer agrees to and shall indemnify, hold harmless, and defend, the City and its respective officers, officials, members, agents, employees, and representatives, from liability or claims for death or personal injury and claims for property damage which may arise from the acts, errors, and/or omissions of Developer or its contractors, subcontractors, agents, employees or other persons acting on its behalf in relation to the Project and/or in any manner arising from this Agreement. The foregoing indemnity applies to all deaths, injuries, and damages, and claims therefor, suffered or alleged to have been suffered by reason of the acts, errors, and/or omissions referred to in this section 17, regardless of whether or not the City prepared, supplied, or approved plans or specifications, or both. In the event of litigation, the City agrees, at no cost to the City, to cooperate with Developer. This indemnification hold harmless and defense requirement shall survive the termination or expiration of this Agreement. The City reserves the right, in cases subject to this indemnity, to reasonably approve the attorney selected by Developer to defend Developer and the City in any such action.

(b) In the event of any court action or proceeding challenging the validity of this Agreement, any of the Project Approvals or the SEIR prepared and certified for the Project, Developer shall defend, at its own expense, the action or proceeding. In addition, Developer shall reimburse the City for the City's costs in defending any court action or proceeding challenging the validity of this Agreement, any of the Project Approvals or the SEIR and Developer shall also pay any award of costs, expenses and fees that the court having jurisdiction over such challenge makes in favor of any challenger and against the City. Developer shall cooperate with the City in any such defense as the City may reasonably request and may not resolve such challenge without the agreement of the City. In the event Developer fails or refuses to reimburse the City for its cost to defend any challenge to this Agreement, the Project Approvals or the SEIR, the City shall have the right to terminate this Agreement, subject to the notice and cure requirements of section 12 above. In all events, the City shall have the right to resolve any challenge in any manner, in its sole discretion, provided, however, Developer's consent shall be required if the resolution of the challenge shall require a payment by Developer or limit Developer's rights under this Agreement.

In order to ensure compliance with this section 17(b), within twenty (20) days after notification by the City of the filing of any claim, action or proceeding to attack, set aside, void or annul this Agreement, any of the Project Approvals or the SEIR prepared and adopted for the Project, Developer shall deposit with the City cash or other security in the amount of two hundred thousand dollars (\$200,000), satisfactory in form to the City Attorney, guaranteeing indemnification or reimbursement to the City of all costs related to any action triggering the obligations of this section. If the City is required to draw on that cash or security to indemnify or reimburse itself for such costs, Developer shall restore the deposit to its original amount within fifteen (15) days after notice from the City. Additionally, if at any time the City Attorney determines that an additional deposit or additional security up to an additional one hundred thousand dollars (\$100,000.00) is necessary to secure the obligations of this section, Developer shall provide such additional security within fifteen (15) days of notice from the City Attorney. The City shall promptly notify Developer of any claim, action or proceeding within the scope of this section and the City shall cooperate fully in the defense of any such claim or action, but shall have the right to resolve any challenge, in any manner, in its sole discretion, provided, however, Developer's consent shall be required if the resolution of the challenge shall require a payment by Developer or limit Developer's rights under this Agreement.

18. **Relationship of the Parties.** The Parties acknowledge and agree that Developer is not acting as an agent, joint venturer or partner of the City, but each is, in fact, an independent contractual party and not in any way under the control or direction of the City except as is expressly provided to the contrary in this Agreement.

19. **Recordation.** The City Clerk shall record a copy of this Agreement with the Registrar-Recorder of the County of Los Angeles no later than ten (10) days after the effective date of the ordinance approving this Agreement. Developer shall reimburse the City for all costs of such recording, if any.

20. **No Third-Party Beneficiaries.** The only signatories to this Agreement are the City and Developer. There are no third-party beneficiaries and this Agreement is not intended and shall not be construed to benefit or be enforceable by any other person whatsoever other than the successors in interest of the signatories.

21. **Advice; Neutral Interpretation.** Each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. This Agreement has been drafted through a joint effort of the Parties and their counsel and therefore shall not be construed against either of the Parties in its capacity as draftsman, but in accordance with its fair meaning.

22. **Certificate of Compliance.** At any time during the term of this Agreement, any Party, Mortgagee, Mezzanine Lender may request any Party to this Agreement to confirm that (i) this Agreement is unmodified and in full force and effect (or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications) and that (ii) to the best of such Party's knowledge, no defaults exist under this Agreement or if defaults do exist, to describe the nature of such defaults and (iii) any other information reasonably requested. Each Party hereby agrees to provide a certificate to such lender or other Party within ten (10) Business Days of receipt of the written request therefor.

23. **Consideration.** The City and Developer acknowledge and agree that there is good, sufficient and valuable consideration flowing to the City and to Developer pursuant to this Agreement as more particularly set forth in the Recitals and section 2 of this Agreement. The Parties further acknowledge and agree that the exchanged consideration hereunder is fair, just and reasonable.

24. Periodic Reviews.

(a) **Annual Reviews.** The City shall conduct annual reviews to determine whether Developer is acting in good faith compliance with the provisions of this Agreement and Government Code Section 65865.1. The reasonable cost of each annual review conducted during the term of this Agreement shall be reimbursed to the City by Developer. Such reimbursement shall include all direct and indirect expenses reasonably incurred in such annual reviews.

(b) **Special Reviews.** In addition, the City Council of the City may order a special periodic review of Developer's compliance with this Agreement at any time. The cost of such special reviews shall be borne by the City, unless such a special review demonstrates that Developer is not acting in good faith compliance with the provisions of this Agreement. In such cases, Developer shall reimburse the City for all costs, direct and indirect, incurred in conjunction with such a special review.

(c) **Procedure for Review.** The City's Director of Community Development (the "Community Development Director") shall conduct the review contemplated by this section 24 to ascertain whether Developer has complied in good faith with the terms and conditions of this Agreement during the period for which the review is conducted. The Community Development Director shall give Developer written notice that any such review has been commenced, and shall give Developer at least twenty (20) days after Developer's receipt of such notice to provide to the Community Development Director such information as Developer deems relevant to such review. In addition, upon the written request of the Community Development Director, Developer shall furnish such documents or other information as requested by the Community Development Director.

(d) **Result of Review.** If following such a review, the Community Development Director finds good faith compliance by Developer with the terms and conditions of this Agreement, the Community Development Director shall issue to Developer an executed certificate of compliance, certifying Developer's good faith compliance with the terms and conditions of this Agreement through the period of such review. Such certificate shall be in recordable form, and shall contain such information as may be necessary to impart constructive record notice of the finding of good faith compliance hereunder. Developer shall have the right to record such certificate of compliance in the Official Records of the County of Los Angeles.

If, following such a review, the Community Development Director finds that Developer has not complied in good faith with the terms and conditions of this Agreement, the Community Development Director shall specify in writing the respects in which Developer has failed to so comply. The Community Development Director shall provide Developer with written notice of such noncompliance as provided in section 12 and the City may follow the default procedures as set forth in section 12.

(e) **Effect on Default.** Nothing in this section 24 shall be interpreted to prevent the City from providing Developer with a notice of default hereunder at any time, including any time other than during a periodic review under this section 24, or from terminating this Agreement pursuant to the provisions of section 12 following any event of default by Developer.

25. Future Litigation Expenses.

(a) **Payment of Prevailing Party.** If the City or Developer brings an action or proceeding (including, without limitation, any motion, order to show cause, cross-complaint, counterclaim, third-party claim or arbitration proceeding) by reason of default, breach, tortious act, or act or omission, arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit including, but not limited to, reasonable attorneys' fees and expert witness fees.

(b) **Scope of Fees.** Attorneys' fees under this section shall include attorneys' fees

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on any appeal and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action. In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party in any lawsuit shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

26. **Headings.** The section headings used in this Agreement are for convenient reference only and shall not be used in construing this Agreement. The words "include," "including" or other words of like import are intended as words of illustration and not limitation and shall be construed to mean "including, without limitation."

27. **Amendment.** This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the Parties or their successors in interest, as follows:

(i) City and Developer, by mutual agreement, may terminate or amend the terms of this Agreement, and the amendment or termination shall be accomplished in the manner provided under California law for the enactment of Development Agreement amendments.

(ii) Except as may be otherwise agreed to by the Parties, no amendment of this Agreement shall be required in connection with any Subsequent Project Approval except a Subsequent Project Approval proposed by initiative. Any Subsequent Project Approval issued after the Effective Date of this Agreement other than by initiative automatically shall be incorporated into this Agreement and vested hereby.

28. **Alterations.** No alteration, amendment or modification of this Agreement shall be valid unless evidenced by a written instrument executed by the parties hereto with the same formality as this Agreement, and made in the manner required by the Development Agreement Act.

29. **Waiver.** The failure of either Party hereto to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement, or to exercise any election or option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by any Party hereto of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official or officer on behalf of such Party.

30. **Severability.** If any article, section, subsection, term or provision of this Agreement, or the application thereof to any party or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of the article, section, subsection, term or provision of this Agreement, or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining article, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, except that if any provision of section 10 is held invalid or unenforceable before approval of a tentative subdivision map for the Project, then this entire Agreement shall be void and unenforceable and of no further force and effect.

31. **Force Majeure.** Performance by any Party of its obligations hereunder (other than for payment of money) shall be excused during any period of "Permitted Delay," which Permitted Delay shall mean and include delay caused by an event beyond the reasonable control of the Party claiming the delay (and despite the good faith efforts of such Party) that prevents the Party from fulfilling the obligations for which it seeks excuse including without limitation all of the following to the extent that they prevent the Party claiming delay from fulfilling the obligation from which it seeks to be excused: acts of God; civil commotion; riots; strikes; picketing or other labor disputes; shortages of materials or supplies; pandemic; damage to work in progress by reason of fire, floods, earthquake or other casualties; failure, delay or inability of the other Party to act; or terrorism, and litigation brought by a third party attacking the validity of this Agreement, the Project Approvals or the SEIR.

32. **Notices.** All notices, disclosures, demands, acknowledgments, statements, requests, responses and other communications (each, a "Communication") to be given under this Agreement shall be in writing, signed by a signatory hereto (or an officer, agent or attorney of such party) giving such Communication, and shall be deemed effective (i) upon receipt if hand delivered or sent by overnight courier service; or (ii) upon delivery or the date of refusal if sent by the United States mail, postage prepaid, certified mail, return receipt requested, in either case addressed as follows:

To Developer: Ted Kahan, President
Oasis West Realty, LLC
1800 Century Park East, Suite 500
Los Angeles, CA 90067

With Copy to: Latham & Watkins LLP
Attn: George Mhlsten, Esq.
355 S. Grand Avenue
Suite 100
Los Angeles, CA 90071

To City: City Manager
City of Beverly Hills
455 North Rexford Drive
Fourth Floor
Beverly Hills, CA 90210

With Copy to: City Attorney
City of Beverly Hills
455 North Rexford Drive
Room 230
Beverly Hills, CA 90210

Any signatory hereto may from time to time, by notice given to the other signatories hereto pursuant to the terms of this section 32 change the address to which communications to such signatory are to be sent or designate one or more additional persons or entities to which communications are to be sent.

33. **Applicable Law.** This Agreement shall be governed in all respects by the laws of the State of California.

34. **Time is of the Essence.** Time is of the essence of this Agreement and every term or performance hereunder.

35. **Entire Agreement.** This Agreement supersedes any prior understanding or written or oral agreements between the Parties hereto respecting the within subject matter and contains the entire understanding between the Parties with respect thereto.

36. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

37. **Compliance With Law.** Notwithstanding any provision of this Agreement, the Parties agree to comply with all federal, state and local laws and to act in good faith and reasonably in carrying out the terms of this Agreement.

38. **Authorization.** Each person executing this Agreement represents and warrants that he or she is authorized and has the legal capacity to execute and deliver this Agreement on behalf of the Party for which execution has been made.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the _____ day of _____, 2021.

CITY OF BEVERLY HILLS,
a municipal corporation

ROBERT WUNDERLICH
Mayor of the City of
Beverly Hills, California

ATTEST:
_____(SEAL)

HUMA AHMED
City Clerk

Oasis West Realty LLC
a Delaware limited liability company

By: _____
Name _____
Its: _____

BH Luxury Residences, LLC
a Delaware limited liability company
By: _____
Name _____
Its: _____

APPROVED AS TO FORM: _____ APPROVED AS TO CONTENT: _____

LAURENCE S. WIENER
City Attorney

GEORGE CHAVEZ
City Manager

ACKNOWLEDGMENT

State of California)
County of _____)
On _____ before me, _____
(insert name and title of the officer)

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)
Signature of Notary Public

ACKNOWLEDGMENT

State of California)
County of _____)
On _____ before me, _____
(insert name and title of the officer)

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)
Signature of Notary Public

EXHIBIT A Legal Description

Order No: 09197614-919-EG1-EG1

9876-9850
Wilshire

EXHIBIT "A"

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

PARCEL 1:

LOT(S) 1 THROUGH 12, INCLUSIVE, OF TRACT NO. 68866, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED DECEMBER 3, 2014 IN BOOK 1381, PAGES 39 THROUGH 47, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

AN EASEMENT FOR PRIVATE ROAD PURPOSES OVER THE WEST 20 FEET OF THE FOLLOWING DESCRIBED PROPERTY.

THOSE PORTIONS OF LOTS 3, 4 AND 7 IN BLOCK 33 OF BEVERLY, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13 PAGES 62 AND 63 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN A STRIP OF LAND 40 FEET WIDE, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT 3 DISTANT NORTH 89° 55' 00" EAST 300 FEET MEASURED ALONG THE NORTHERLY LINE OF SAID BLOCK 33 FROM THE NORTHERLY CORNER OF LOT 4 OF SAID BLOCK 33; THENCE SOUTH 0° 05' 00" EAST 177.00 FEET; THENCE SOUTHEASTERLY SOUTH 38° 48' 45" EAST 583.79 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 7 OF SAID BLOCK 33; DISTANT 431.22 FEET FROM THE MOST SOUTHERLY CORNER OF LOT 6 OF SAID BLOCK 33.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR PARKING, ACCESS, DRAINAGE, ENCROACHMENT AND OTHER UTILITY EASEMENTS AS DISCLOSED IN THAT CERTAIN DOCUMENT ENTITLED "MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RECIPROCAL PARKING AND ACCESS EASEMENTS AGREEMENT", EXECUTED BY AND BETWEEN OASIS WEST REALTY, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND RECORDED DECEMBER 10, 2014, AS INSTRUMENT NO. 20141339052 OFFICIAL RECORDS OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

APN: 4327-028-004 THRU 015

Order No: 09173512-917-BLB-EG1

9900-9988
Wilshire

EXHIBIT "A"

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

PARCEL 1:

THAT PORTION OF BLOCK 33 OF BEVERLY, SHEET 2, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13 PAGES 62 AND 63 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHWESTERLY CORNER OF LOT 4 OF SAID BLOCK 33; THENCE ALONG THE NORTHERLY LINE OF LOT 4 AND A PORTION OF LOT 3 OF SAID BLOCK 33, NORTH 89° 55' 00" EAST 300.00 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 3 OF SAID BLOCK 33; THENCE SOUTH 0° 05' 00" EAST 177.00 FEET; THENCE SOUTHEASTERLY SOUTH 38° 46' 45" EAST 583.79 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 7 OF SAID BLOCK 33, DISTANT 431.22 FEET FROM THE MOST SOUTHERLY CORNER OF LOT 6 OF SAID BLOCK 33; THENCE SOUTH 50° 19' 15" WEST 431.22 FEET TO THE MOST SOUTHERLY CORNER OF LOT 6 OF SAID BLOCK 33; THENCE ALONG THE SOUTHWESTERLY LINES OF LOTS 6 AND 4 OF SAID BLOCK 33, NORTH 30° 58' 05" WEST 798.43 FEET TO THE MOST SOUTHERLY CORNER OF LOT 5 OF SAID BLOCK 33; THENCE ALONG THE SOUTHEASTERLY LINE OF LOT 5 NORTH 19° 03' 30" EAST 235.27 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

AN EASEMENT FOR PRIVATE ROAD PURPOSES OVER THE EASTERLY 20 FEET OF THOSE PORTIONS OF LOTS 3 AND 7 IN BLOCK 33 OF BEVERLY, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13 PAGES 62 AND 63 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN A STRIP OF LAND, 40 FEET WIDE, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT 3, DISTANT NORTH 89° 55' 00" EAST 300 FEET MEASURED ALONG THE NORTHERLY LINE OF SAID BLOCK 33 FROM THE NORTHWEST CORNER OF LOT 4 OF SAID BLOCK 33; THENCE SOUTH 0° 05' 00" EAST 177.00 FEET; THENCE SOUTHEASTERLY SOUTH 38° 46' 45" EAST 583.79 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 7 OF SAID BLOCK 33, DISTANT 431.22 FEET FROM THE MOST SOUTHERLY CORNER OF LOT 6 OF SAID BLOCK 33, AS GRANTED BY DEED AND AGREEMENT DATED DECEMBER 20, 1950, AND RECORDED DECEMBER 22, 1950, IN BOOK 35141, PAGE 331, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOT 5 IN BLOCK 33 OF BEVERLY, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13 PAGES 62 AND 63 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel Number: 4327-028-016 (New) 4327-028-002 (Old) and 4327-028-003

EXHIBIT B GENERAL PLAN CONSISTENCY ANALYSIS

General Plan Consistency Analysis

The One Beverly Hills Overlay Specific Plan Project proposes comprehensive redevelopment of the approximately 17.4-acre Project site and includes the properties addressed 9850, 9876, 9900, and 9988 Wilshire Boulevard. The Project is alternative development to that authorized for the Project site under the approved 9900 Wilshire and Beverly Hilton specific plans and allowable under the existing C-3 zoning. The Project proposes residential, hotel and retail, and open space uses, as further described in the One Beverly Hills Overlay Specific Plan.

The City of Beverly Hills City Council finds the requested General Plan Amendment, Zone Text Amendment, Zone Map Amendment, and Overlay Specific Plan consistent with the City of Beverly Hills General Plan based upon the analysis provided below and the General Plan consistency analysis provided in Table 4.7-2 of the One Beverly Hills Overlay Specific Plan Project Final Supplemental Environmental Impact Report (SCH document # 2020090048), incorporated herein by reference.

GOALS AND POLICIES:

- LU 2 Community Character and Quality.** A built environment that is distinguished by its high level of site planning, architecture, landscape design, and sensitivity to its natural setting and history.
- LU 2.4 Architectural and Site Design.** Require that new construction and renovation of existing buildings and properties exhibit a high level of excellence in site planning, architectural design, building materials, use of sustainable design and construction practices, landscaping, and amenities that contribute to the City's distinctive image and complement existing development.
- LU 14.4 New Construction of Private Buildings.** Require that new and substantially renovated buildings be designed and constructed in accordance with the City's sustainability programs such as the City's Green Building Ordinance or comparable criteria to reduce energy, water, and natural resource consumption, minimize construction wastes, use recycled materials, and avoid the use of toxics and hazardous materials.
- H 2.7 Environmentally Sustainable Housing.** Promote conservation of water and energy, use of sustainable building materials and drought-resistant landscaping to reduce the operating costs and carbon emissions associated with housing.

The 17.4-acre Project site is a combination of several properties (9850, 9876, 9900, and 9988 Wilshire Boulevard) and provides a unique opportunity within the City in terms of site size and gateway location to contribute to the City's distinctive image. The Project exhibits a high level of excellence in site planning in that a contiguous block of open space is created at the center of the site through two site planning choices: a) locating floor area in high-rise structures on the west side of the site which reduces building footprints within the plan area; and b) covering an existing road (Merv Griffin Way), hotel vehicle circulation areas and an amenity structure with usable public and private open space. The Project exhibits a high level of excellence in architectural design in that the new Project buildings are integrated with the Project landscaping and exhibits a unique character. The proposed additions to the Beverly Hilton hotel maintain and complement the historic Welton Becket designed Wilshire Tower building. The Project will meet or exceed LEED Gold and WELL requirements, thus will require the use of sustainable design and construction practices, the sourcing of sustainable construction materials, and promote the conservation of water and energy.

- LU 2.7 City Gateways.** Explore opportunities for public improvements and private development to work together to enhance the sense of quality of entry at key gateways into the City.

The Project includes prominent structures at the key western gateways to the City on the Wilshire Boulevard and North Santa Monica Boulevard corridors. The Project includes new publicly accessible greenspace (sculpture garden) on the south side of the Wilshire Boulevard entry into the City, complementing the existing Beverly Gardens linear park in the north side of Wilshire Boulevard. The Project includes a new publicly accessible garden (Botanical Gardens), providing a large new publicly accessible greenspace at this western gateway location to the City that includes walking trails, a collection of botanical gardens, decorative water features and other publicly accessible amenities.

- LU 7.2 Amenities.** Encourage new multi-family development to provide amenities for residents such as on-site recreational facilities, community meeting spaces, and require useable private meeting open space, public open space, or both.

The Project area provides extensive amenities to plan area residents, who have access to a 3.5-acre private garden which includes two recreational pools, a 4.5-acre publicly accessible garden, and over 127,000 square-feet of shared amenities including a restaurant and other food and beverage venues, accessory spaces, spa, fitness and other resident serving support spaces.

- LU 9.1 Uses for Diverse Customers.** Accommodate retail, office, entertainment, dining, hotel, and visitor-serving uses that support the needs of local residents, attract customers from the region, and provide a quality experience for national and international tourists.
- LU 15.2 Priority Businesses.** Retain and build upon the key business sectors contributing to the City's identity, economy, and revenue for resident services, such as entertainment-related Class-A offices, high end retail and fashion, restaurant, hotel, technology, and supporting uses.
- ES 1.4 Retain Existing Industries.** Consistent with future economic sustainability plans, encourage existing industries such as luxury retail, tourism, hoteling, finance, entertainment and media businesses and services to remain and expand within the City.

The Project updates and expands an existing major hotel in the City, a key business that has long been associated with the entertainment and hospitality identity of the City. The Project also includes a new luxury hotel, which builds upon the City's identity as a luxury accommodation destination. The new and replacement facilities at the Project site include uses for a diverse range of customers. The Project includes:

- Replacement Beverly Hilton conference center facilities that can serve the needs of local, regional, national and international visitors.
- New dining and retail uses for the Beverly Hilton Hotel that will be accessible to both visitors and local residents.
- Replacement hotel rooms in the Beverly Hilton Hotel and a new Luxury hotel in the Wilshire Building that can provide a quality visitor experience for both national and international tourists.

- LU 9.3 Anchor Locations (as revised).** It is also recommended that certain anchor locations be set aside to permit development of a higher intensity type of development which is not otherwise provided in the community. These areas should be located so as to be accessible from the City's major shopping areas and close to the City's major streets. These anchor locations should include those large parcels that are located at the gateways to the City, such as the site at 9850, 9876, 9900, and 9988 Wilshire Boulevard where additional building height is appropriate. A variety of land uses such as commercial, hotel, residential, and mixed use should be considered for the gateway locations. A change of use from commercial to residential, hotel or mixed use should be allowed only if such change provides an adequate transition to adjacent single family neighborhoods.

The Project is alternative development on the Project site with similar land uses and development intensity as the two approved specific plan projects that have already been found by the City to be appropriate higher intensity development at this anchor location. The Project site is located in close proximity and accessible to the City's business triangle area and is located on the City's two major streets. As amended, the entire Project site is specifically identified as an anchor location in Policy LU 9.3 and the mix of land uses of the Project match the list of land uses identified as appropriate for the gateway location. The Project includes taller structures than the two approved specific plans, however the taller structures are located at the southwestern portion of the site, a location with significant separation from the nearest residential neighborhoods located to both the north and the south. Lower height development and publicly accessible greenspace is located closer to the closest single-family residential neighborhood.

- LU 12.1 Functional and Operational Compatibility.** Require that retail, office, entertainment, and other businesses abutting residential neighborhoods be managed to assure that businesses do not create an unreasonable and detrimental impact on neighborhoods with respect to safety, privacy, noise, and quality of life by regulating hours of operation, truck deliveries, internal noise, staff parking and on-site loitering, trash storage and pick-up and other similar business activities.

The Overlay Specific Plan includes operational standards for the hotel, retail, residential and garden areas of the Project which help control unreasonable and detrimental impacts on near-by residential neighborhoods. These operational standards allow access to the publicly accessible gardens from dawn to dusk, discouraging on-site loitering. The Overlay Specific Plan and the Project's conditions of approval limit the operating hours for open air dining areas located in the plan area. The conditions also require that any pre-recorded or live music/entertainment not be noticeably audible north of Wilshire Boulevard or south of South Santa Monica Boulevard. Truck deliveries, staff parking, trash storage, pick-up and other similar activities are completely screened from any adjacent uses, and are located beneath the visible surface of the Project.

- LU 13.10 Parks and Open Spaces.** Seek to expand the City's parklands, greenways, and open spaces as land becomes available or as existing buildings are demolished. Consider alternative

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- prototypes and standards for park development in urban areas where available land is limited.
- LU 16.4 Public Places.** Provide plazas, open spaces, and other outdoor improvements that are accessible to and used for public gatherings and activities, either through capital improvement or as a development requirement.
- OS 8.5 Urban Parks.** Encourage and allow opportunities for new development to provide small plazas, pocket parks, civic spaces, and other gathering places that are available to the public to help meet recreational demands.
- PS 3 Cultural Resources.** The provision of cultural resources that meet the needs of the community.

4.5-acres of the Project site is proposed as publicly accessible open space and outdoor improvements that are accessible to the public and can be used for activities and/or gathering. The Overlay Specific Plan and Project conditions of approval require the developer to take responsibility for the capital improvement and continued maintenance of the publicly accessible open space. The publicly accessible open space expands the amount of open space in the City and creates a new venue and cultural resource to help meet the recreational demands of residents and visitors to the City. The publicly accessible open space component of the Project is a prototype in public-private cooperation that will create new publicly accessible greenspace in a highly urbanized portion of the City.

- LU 14.5 Heat Island Effect.** Reduce "urban heat island" effect by requiring that new construction and substantial renovation of building use techniques to reduce the amount of heat that buildings, outdoor spaces, and parking lots absorb from sunlight.
- CON 12.2. Permeable Surfaces.** Require the use of landscaping and permeable service treatments in new developments as alternatives to non-permeable surfaces, and explore the feasibility of retrofitting existing large asphalt surfaces in the community such as alleys, parking lots, and driveways into more permeable alternatives.

The Project is designed to reduce the amount of the site devoted to paved roadways and vehicle circulation areas compared to both existing conditions and the previously approved entitlements. Paved vehicle circulation areas of the site will be covered with garden areas, which will reduce the amount of sunlight absorbed by the Project's outdoor spaces. The Beverly Hilton Enhancement Building and the Conference Center Building incorporate green-roofs, which will reduce the amount of sunlight these buildings absorb. The garden areas located over the Project's vehicle circulation areas are permeable surfaces that will capture and retain rainfall on-site.

- LU 16.10 Affordable Housing.** Support the development of affordable housing as required by State law.
- H 2 Housing Supply and Diversity.** Provide a variety of housing types and adequate affordable housing supply to meet the existing and future needs of the community.
- H 2.2 Inclusionary Housing.** Pursue adoption of an inclusionary housing program to integrate affordable units within market rate developments, and increase the availability of affordable housing throughout the community.

The development agreement for the Project will enhance the economic resources of Beverly Hills through a 100 million dollar public benefit contribution, an environmental mitigation and sustainability fee paid over the life of the Project, and a municipal surcharge paid over the life of the Project. With the inclusion of these public benefits, the Project provides substantial economic resources and allows the City to pursue its affordable housing objectives.

- CIR 1.2 Intersection Improvements.** Study and implement opportunities for capacity improvements at City intersections, such as the intersection of Wilshire Boulevard and North Santa Monica Boulevard, to improve traffic flows along major roadways. Work collaboratively with regional agencies and adjacent jurisdictions to help improve the capacity at these intersections.

The Project includes installation of new traffic signals at Merv Griffin Way/North Santa Monica Boulevard and at a new western residential access road intersection with Wilshire Boulevard. The new site access points and traffic signals will ensure that the roadway circulation system adjacent to the Project site continues to operate in a safe manner. Vehicles entering and exiting the site will be able to safely move in and out of the traffic flow on the two major roadways adjacent to the site.

- CIR 4.1 Parking Provisions:** Ensure that adequate parking is provided for existing and future uses while considering shared parking opportunities, Travel Demand Management (TDM) plans, and availability of alternate modes of travel, based on the site's proximity to transit.
- Transit-Oriented Housing.** Promote access, where feasible, from residential neighborhoods and new residential development to existing transit stops and to the anticipated subway stations.

The Overlay Specific Plan parking requirements have been developed based on a shared parking analysis completed for this residential and commercial mixed-use project. Valet parking is provided for both the residential and commercial portions of the Project, maximizing opportunities to utilize shared parking. The hotels within the plan area are required to develop and maintain TDM programs for their employees. Project site residents, employees and visitors will be well-served by both existing and future mass transit. Specifically, the Project site is located on two existing Metro Rapid bus lines and is located within a ¼ mile of two Metro Purple line subway stations (Century City and Rodeo Drive) that are currently under construction.

- CIR 7.7 Pedestrian Network-Private.** Design access to new developments and buildings to encourage walking.

The Project design includes a contiguous central open space incorporating pedestrian paths. The Project's design encourages walking between the mix of residential, hotel, retail and restaurant uses located on the site. The retail component of the building is designed to provide pedestrian access from North Santa Monica Boulevard. The publicly accessible open space can be accessed from City sidewalks at three locations, including from a public sidewalk accessible open air path that begins at the Wilshire Boulevard/Merv Griffin Way intersection.

- CIR 6.7 Multi-Modal Design.** Require proposed development projects to implement site designs and on-site amenities that support alternative modes of transportation, and consider TDM programs with achievable trip reduction goals as partial mitigation for project traffic impacts.
- CIR 8 Bikeways.** An integrated, complete, and safe bicycle system to encourage bicycling within the City.
- CIR 8.8 Bicycle Access.** Require new development projects on existing and potential bicycle routes to facilitate bicycle and pedestrian access to and through the project, through designated pathways.

The Project includes improvements to North Santa Monica Boulevard that allow for the provision of a high quality bicycle facility along the Project's North Santa Monica Boulevard street frontage. The North Santa Monica Boulevard lane configuration is consistent with the goals and policies of the City's recently adopted Complete Streets Plan, in particular, it is consistent with policy guidance to:

- Prioritize the implementation of "low-stress" bikeways that provide a comfortable, less stressful experience and minimize conflicts between bicyclists and motorists.
- Provide a variety of bikeways that are attractive for all types of riders and minimize conflicts between bicyclists and motorists.
- Identify and implement high quality bikeways on primary east-west and north-south corridors in the short-term.
- Adopt model bikeway/street design guidelines, such as those produced by the National Association of City Transportation Officials (NACTO), including installing buffered bike lanes anywhere a standard bike lane is being considered and on streets with high travel speeds and traffic volumes.

The Project's bike lanes on North Santa Monica Boulevard integrate an improved and safer segment into the City's existing bicycle route system. The Project also provides on-site improvements that facilitate bicycle access to and through the Project. First, multiple public, employee, and resident bicycle parking locations are provided on the Project site, as illustrated on Overlay Specific Plan Figure 9b and the Project conceptual plans. Second, the Project is conditioned to provide permanent bicycle access across the site on Merv Griffin Way. Merv Griffin Way, and the design of Merv Griffin Way includes permanent bicycle lanes. Pedestrian facilities are provided throughout the Project, including on all Project frontages, along Merv Griffin Way, and throughout the Project's publicly accessible open space.

- CON 3.9. Water-Efficient Landscaping.** Encourage and promote drought-tolerant landscaping or water efficient irrigation systems for all private and city landscaping and parkways.

The Overlay Specific Plan requires the Project to include a water efficient irrigation system that uses reclaimed water system. This system will reduce and limit overall potable water demands through using both on-site greywater and storm-water capture. The Overlay Specific Plan identifies that a majority of the plant material used in plan area gardens will be water-smart species, and thus drought tolerant.

- N 1 Land Use Conflicts.** Minimize land use conflicts between various noise sources and other human activities.

The Project's construction noise effects on the nearest sensitive receptors, which are El Rodeo

school and the residential neighborhood to the north, will be mitigated through the measures included in MM NOISE-1, which includes avoiding construction activity generating high noise during El Rodeo school testing periods, placing materials and equipment on the Project site at locations furthest from the sensitive receptors, scheduling noise generating equipment operating to avoid simultaneous use, and requiring the use of vehicle mufflers and portable sound enclosures with measurable noise reduction properties. The Project's operational noise sources are limited. Vehicle parking and loading facilities are located under structures. Almost all outdoor dining areas are screened from sensitive receptors by Project buildings and other structures. Outdoor dining area noise is also subject to the City's noise ordinance and a Project specific condition limiting where noise can be audible.

- S 3.2 Impacts of New Development.** Assess the impacts of significant increases in development density and intensity, and subsequent impacts on traffic congestion, water infrastructure capacity, fire hazards, and emergency response times.
- S 3.3 Fire Protection Services.** Require that new development and re-development of structures provide adequate fire safety features and responder access so as not to cause a reduction of fire protection services below acceptable, safe levels.

The Beverly Hills Fire Department reviewed the proposed Project and determined that fire protection can be provided during both the construction and operation of the new development. SEIR mitigation measure MM-UTIL-1 requires early evaluation of fire flow infrastructure design by the City and requires installation of waterlines for fire protection prior to project building construction, which will ensure that adequate fire protection water flow is available during both project construction and operation.

NOTICE OF TRUSTEE'S SALE UNDER A NOTICE OF DELINQUENT ASSESSMENT AND CLAIM OF LIEN Order No: 05941338 TS No: R18-07056 YOU ARE IN DEFAULT UNDER A NOTICE OF DELINQUENT ASSESSMENT AND CLAIM OF LIEN, DATED 09/18/2018. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER. NOTICE is hereby given that Witkin & Neal, Inc., as duly appointed trustee pursuant to that certain Notice of Delinquent Assessment and Claim of Lien (hereinafter referred to as "Lien"), recorded on 09/20/2018 as instrument number 20180967474, Book page in the office of the County Recorder of LOS ANGELES County, California, and further pursuant to the Notice of Default and Election to Sell thereunder recorded on 3/13/2020 as instrument number 20200302423 in said county and further pursuant to California Civil Code Section 5675 et seq. and those certain Covenants, Conditions and Restrictions recorded on 5/21/1799 as instrument number 79-543309, WILL SELL on 07/22/2021, 10:00 AM, Behind the fountain located in Civic Center Plaza, 400 Civic Center Plaza, Pomona CA 91766 at public auction to the highest bidder for lawful money of the United States payable at the time of sale, all right, title and interest in the property situated in said county as more fully described in the above-referenced Lien. The purported owner(s) of said property is (are): JASON DIEHL, A SINGLE MAN. The property address and other common designation, if any, of the real property is purported to be: 8400 DE LONGPRE AVE., UNIT 401, WEST HOLLYWOOD, CA 90069, APN 5554-023-065. The undersigned trustee disclaims any liability for any incorrectness of the property address and other common designation, if any, shown herein. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of this Notice of Sale

is: \$18,118.62. The opening bid at the foreclosure sale may be more or less than this estimate. In addition to cash, trustee will accept a cashier's check drawn on a state or national bank, a check drawn on a state or federal credit union or a check drawn on a state or federal savings and loan association, savings association or savings bank specified in Section 5102 of the California Financial Code and authorized to do business in this state. If tender other than cash is accepted, the trustee may withhold issuance of the Trustee's Deed Upon Sale until funds become available to the payee or endorsee as a matter of right. In its sole discretion, the seller (foreclosing party) reserves the right to withdraw the property from sale after the opening credit bid is announced but before the sale is completed. The opening bid is placed on behalf of the seller. Said sale shall be made, but without covenant or warranty, express or implied regarding title, possession or encumbrances, to satisfy the indebtedness secured by said Lien, advances thereunder, with interest as provided in the Declaration or by law plus the fees, charges and expenses of the trustee. THIS PROPERTY IS BEING SOLD IN AN "AS-IS" CONDITION. If you have previously received a discharge in bankruptcy, you may have been released from personal liability for this debt in which case this notice is intended to exercise the secured party's rights against the real property only. NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encour-

aged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property. NOTICE TO PROPERTY OWNER AND ALL OTHER INTERESTED PARTIES: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether this sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call 916-939-0772 or visit this internet website: www.nationwideposting.com using the file number assigned to this case: R18-07056. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the internet website. The best way to verify postponement information is to attend the scheduled sale. NOTICE TO TENANT: You may have a right to purchase this property after the trustee auction pursuant to Section 2924m of the California Civil Code. If you are an "eligible tenant buyer," you can purchase the property if you match the last and highest bid placed at the trustee auction. If you are an "eligible bidder," you may be able to purchase the property if you exceed the last and highest bid placed at the trustee auction. There are three steps to exercising this right of purchase. First, 48 hours after the date of the trustee sale, you can call (916) 939-0772 or visit this internet website www.nationwideposting.com using the file number assigned to this case R18-07056 to find the date on which the trustee's sale was held, the amount of the last and highest bid, and the address of the trustee. Second, you must send a written notice of intent to place a bid so that the trustee receives it no more than 15 days after the trustee's sale. Third, you must submit a bid so that the trustee receives it no more than 45 days after the trustee's sale. If you think you may qualify as an "eligible tenant buyer" or "eligible bidder," you should consider contacting an attorney or appropriate real estate professional immediately for advice regarding this potential right to purchase. IMPORTANT NOTICE: Notwithstanding anything to the contrary con-

tained herein, the sale shall be subject to the following as provided in California Civil Code Section 5715: "A non judicial foreclosure sale by an association to collect upon a debt for delinquent assessments shall be subject to a right of redemption. The redemption period within which the separate interest may be redeemed from a foreclosure sale under this paragraph ends 90 days after the sale." Dated: 06/07/2021 Witkin & Neal, Inc. as said Trustee 5805 SEPULVEDA BLVD., SUITE 670 SHERMAN OAKS, CA 91411 (818) 845-8808 By: SUSAN PAQUETTE, TRUSTEE SALES OFFICER THIS NOTICE IS SENT FOR THE PURPOSE OF COLLECTING A DEBT. THIS FIRM IS ATTEMPTING TO COLLECT A DEBT ON BEHALF OF THE HOLDER AND OWNER OF THE NOTE. ANY INFORMATION OBTAINED BY OR PROVIDED TO THIS FIRM OR THE CREDITOR WILL BE USED FOR THAT PURPOSE. NPP0374276 To: BEVERLY HILLS COURIER 06/18/2021, 06/25/2021, 07/02/2021

FICTITIOUS BUSINESS NAME STATEMENT 2021132320

The following is/are doing business as: **SCHUSTER-ZINGHEIM AND ASSOCIATES** 1541 Bel Air Rd., Los Angeles, CA 90072-3021; **Patricia K. Zingheim** 1541 Bel Air Rd., Los Angeles, CA 90072-3021; The business is conducted by: **AN INDIVIDUAL**, registrant(s) has begun to transact business under the name(s) listed November 2016: **Patricia K. Zingheim, Owner:** Statement is filed with the County of Los Angeles: June 11, 2021; Published: June 25, July 02, 09, 16, 2021 **LACC N/C**

FICTITIOUS BUSINESS NAME STATEMENT 2021132322

The following is/are doing business as: **JAY'S BEACH RENTALS** 1541 Bel Air Rd., Los Angeles, CA 90077; **Jay R. Schuster** 1541 Bel Air Rd., Los Angeles, CA 90077; The business is conducted by: **AN INDIVIDUAL**, registrant(s) has begun to transact business under the name(s) listed June 2003: **Jay R. Schuster, Owner:** Statement is filed with the County of Los Angeles: June 11, 2021; Published: June 25, July 02, 09, 16, 2021 **LACC N/C**

NOTICE— Fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (See Section 14400, et seq., Business and Professions Code).

00
OBITUARIES

Robin Reid



passed away at the age of 70 in Beverly Hills, California in April 2021. Robin was born in Chicago, Illinois and moved to Beverly Hills, with his family, when he was ten years old. He attended Hawthorne Elementary School, Beverly Hills High School and Sacred Heart College.

Robin was an extraordinarily talented and gifted singer-songwriter and multi-instrumentalist. He performed many sold out shows at the Troubadour in West Hollywood, in addition to playing other venues and touring across the US.

Robin was a Judo Blackbelt, and expert marksman. Robin was dedicated to his family and his work, was devoted to his dogs, and enjoyed collecting electric trains. Robin helped many people throughout his life, and was an active and beloved member of his community.

Robin was passionate, kind, and he loved playing music and writing songs. Robin was a gentle, spiritual man who was happiest when in the company of his son and his family. He is gone from us too soon and will be greatly missed.

Preceded in death by his parents, Tully and Rosalie, Robin is survived by his son Alec, his brother Kim, and his former wife Lee. A private service was held at Hillside Memorial Park.

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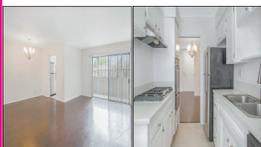
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