

Recording requested by
and when recorded mail to:

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

[Space Above Line For Recorder’s Use]

**COVENANT AND AGREEMENT
(To Install and Maintain Public Art)**

This covenant and agreement is made and entered into as of the ____ day of _____, 200__, by and among the undersigned, *[insert names of all record owners]* _____ (collectively, “Record Owner”) and the City of Beverly Hills, a municipal corporation (the “City”) with respect to the following facts:

RECITALS:

A. The Record Owner hereby represents and warrants that ____ *[he/she/it]* is the record owner of the following described real property (herein called the “Property”) generally located at _____ *[street address of the Property]* in the City of Beverly Hills, County of Los Angeles, State of California, identified by Los Angeles County Assessor’s Parcel Number(s) _____ *[fill in APN(s) for the Property]* and more particularly and legally described as follows:

[fill in legal description]

B. Record Owner desires to [briefly described proposed development, e.g. construct, reconstruct, construct and addition or constructing an addition to a commercial or industrial building within the City] _____ in accordance with development approvals granted by City, known as *[insert reference to City approval or permit numbers]* _____ (herein called the “Project”).

C. As a condition of development approval for the Project, the Beverly Hills Municipal Code requires the Record Owner to provide fine art at the Property in a location easily accessible to and clearly visible to the general public. The fine art must be approved by the Arts and Culture Commission and must be located in a place open to the general public and clearly visible from adjacent public property such as a street or other public thoroughfare or sidewalk.

D. The Record Owner received approval from the Arts and Culture Commission to satisfy its requirements under the Beverly Hills Public Art Ordinance (Title 3, Chapter 1, Article 8 of the Beverly Hills Municipal Code) (the "Public Art Ordinance") by installing the work entitled " _____" [*insert title of fine art piece*] (the "Fine Art") at the Property in the location specified in Exhibit A, attached hereto and incorporated herein by this reference. To ensure that Record Owner installs and maintains the Fine Art as required by the Public Art Ordinance, the City has required the Record Owner to record a covenant to install and maintain the Fine Art on the Property. This covenant and agreement is provided to satisfy that condition.

NOW, THEREFORE, in consideration of the foregoing and as a condition of development approval, the Record Owner does hereby covenant, promise and agree on behalf of Record Owner and its heirs, representatives, successors and assigns for the benefit of the City, the City's public property, and the Property, as follows:

1. The Record Owner hereby covenants and agrees, in favor of the City, that the Fine Art shall be installed on the Property in the location indicated in Exhibit A. The Record Owner further covenants and agrees that, in accordance with Section 3-1.807 of the Public Art Ordinance if the Property is sold, Record Owner shall transfer ownership of the Fine Art as an integral part of the sale of the Property.

2. The Record Owner hereby covenants and agrees, in favor of the City, to maintain the Fine Art at the on-site location as approved by the Arts and Culture Commission unless a different on-site location is authorized in writing by the Commission. The Record Owner further covenants and agrees to maintain in full force and effect, at all times, insurance coverage in the amount of the purchase price of the Fine Art insuring such Fine Art against any loss or damage, including vandalism, in accordance with the provisions of Chapter 4, Title 3 of the Beverly Hills Municipal Code, as amended from time to time.

3. This covenant shall be recorded in the office of the County Recorder for the County of Los Angeles.

4. The Record Owner agrees to indemnify, hold harmless and defend City, City Council and each member thereof, and every officer, employee and agent of City, from any liability or financial loss (including, without limitation, attorneys fees and costs) arising, either directly or indirectly, from any City permit or permits authorizing the installation of the Fine Art at the Property, including, without limitation, the agreement to install and maintain the Fine Art.

5. It is the intention hereof that this covenant and agreement shall constitute a covenant running with the land owned by the Record Owner. This covenant and agreement shall be enforceable by and shall inure to the benefit of the City and shall be jointly and severally

binding upon the Record Owner, and each of the Record Owner's heirs, representatives, successors and assigns.

6. This covenant and agreement shall remain in effect until released in writing by the order of the City Council upon a determination that this covenant and agreement is no longer required.

7. Should any provision, section, paragraph, sentence, clause or word of this covenant and agreement be rendered or declared invalid or ineffective by any final action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, clauses and words of this covenant and agreements shall remain in full force and effect.

Executed this _____ day of _____, 200__.

CITY OF BEVERLY HILLS:

RECORD OWNER:

Approved as to content:

Director of Community Development

[Name of Owner]

By: _____*
Name:
Title:

Approved as to form:

Laurence S. Wiener
City Attorney

By: _____*
Name:
Title:

By: _____*
Name:
Title:

*/ **Attach ALL PURPOSE ACKNOWLEDGMENT**

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

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

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