



## AGENDA REPORT

**Meeting Date:** April 22, 2014

**Item Number:** E-26

**To:** Honorable Mayor & City Council

**From:** Mark Cuneo, City Engineer  
Tristan Malabanan, Civil Engineer

**Subject:** AN ENCROACHMENT PERMIT AND COVENANTS WITH GCIP HOLDINGS, LLC, OWNER OF THE PROPERTY AT 121 SOUTH SPALDING DRIVE, TO ENCROACH INTO THE ALLEY PUBLIC RIGHT-OF-WAY

**Attachments:**

1. City of Beverly Hills Encroachment Permit and Covenants
2. Resolution No. 12-R-12890
3. Location Map

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### **RECOMMENDATION**

Staff recommends that the City Council move to approve an encroachment agreement allowing encroachments into the public right-of-way on the alley south of Wilshire Boulevard and west of Spalding Drive.

### **INTRODUCTION**

The development project at 121 S. Spalding Drive consists of a 140-space parking structure with approximately 11,000 square feet of general office space. The project is associated with the existing commercial building located at 9800 Wilshire Boulevard, as the project site provides parking facilities for the 9800 Wilshire Building. The redevelopment of both properties is being performed in order to establish a new headquarters office for the Gores Group, a private equity firm.

On August 7, 2012, City Council approved a resolution that conditionally approved the realignment and widening of east-west alley that separates 121 Spalding Drive from 9800 Wilshire Boulevard and permitted the above- and below-grade encroachments in the alley right-of-way.

**DISCUSSION**

Per Resolution No 12-R-12890, the City Council previously approved alley encroachments for the subterranean garage and above-grade bridge; authorized staff to approve minor encroachments such as non-standard paving materials and decorative awnings; and authorized the City Manager to his designee to administer the terms of the resolution on behalf of the City. During the course of construction, the applicant proposed a privately owned conduit crossing (duct bank) in the east-west alley between the two buildings located at 121 S. Spalding Drive and 9800 Wilshire Boulevard. These conduits will support telecommunications and backup generator systems between the two buildings. Staff has determined that this encroachment is beyond a minor encroachment and requires City Council approval.

The encroachment agreement with GCIP Holdings, LLC, is for a) decorative alley paving materials, b) the subterranean garage structure that protrudes into the proposed alley right-of-way (after dedication) by up to 6 feet on the south side of the east-west alley c) the above-grade bridge with a minimum 30 foot vertical clearance, d) decorative awnings on top of both buildings that protrude into the proposed alley right-of-way by up to 8 feet (after dedication) on the south side and by up to 9 feet (after vacation) on the north side of the east-west alley, and e) electrical conduit crossing (duct bank) that is 7 feet wide and spans the width of the 20 foot wide alley (after dedication and vacation).

**FISCAL IMPACT**

There is no payment associated with either the dedication or the encroachment agreement. Therefore, there is no fiscal impact anticipated.

David Lightner   
Approved By

# **Attachment 1**

Recording Request By:

City Clerk  
City of Beverly Hills

When Recorded Mail To:

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

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Space Above This Line Reserved For Recorder's Use

**CITY OF BEVERLY HILLS  
ENCROACHMENT PERMIT AND COVENANTS**

GCIP Holdings, LLC  
9800 Wilshire Boulevard  
121 S. Spalding Drive  
Beverly Hills, CA 90211

1. Permit Granted. An encroachment permit is hereby granted pursuant to the provisions of Section 8-3-5 of the Beverly Hills Municipal Code to GCIP Holdings, LLC, a Delaware limited liability company (hereinafter "Permittee") to construct and maintain the following encroachments on or over the public alley between 9800 Wilshire Boulevard and 121 S. Spalding Drive in Beverly Hills, California, as reconfigured by the dedication and partial vacation decided in City Council Resolution 12-R-12890, in conjunction with the construction of a building (the "Project") located at 9800 Wilshire Boulevard and improvements to a parking facility at 121 S. Spalding Drive. The properties at 9800 Wilshire Boulevard and 121 S. Spalding Drive are legally described on Exhibit "A" attached hereto and are collectively, referred to herein as the "Property". Permittee is the owner of the Property.

The permitted encroachments over said alley are as follows:

- a) An encroachment for alley paving (the "Alley Paving Encroachment") over the area described on Exhibit "B" attached hereto (the "Alley Paving Encroachment Area"), which is the reconfigured alley; provided, that all such paving must comply with City standards and any deviations from such standards must be approved in writing by the City Engineer.
- b) An encroachment for a subsurface parking garage (the "Garage Encroachment"), as described in Exhibit "C" attached hereto (the "Garage Encroachment Area").

- c) An encroachment for a pedestrian bridge between 9800 Wilshire Boulevard and 1215 S. Spalding Drive over the reconfigured alley, as described in Exhibit "D" attached hereto (the "Bridge Encroachment");
- d) An encroachment for a decorative awning on the roofs of the structures at 9800 Wilshire Boulevard and 121 S. Spalding Drive, as described on Exhibit "E" attached hereto (the "Awning Encroachment"); and
- e) An encroachment for an electrical conduit trench as described on Exhibit "F" attached hereto (the "Conduit Encroachment").

The foregoing encroachments are collectively referred to herein as the "Encroachments" and the areas of encroachment are collectively referred to herein as the "Encroachment Areas."

2. Term. It is the intention of the parties that this Encroachment Permit and Covenants shall continue in effect for as long as the existing parking structure at 1215 S. Spalding and the new office building at 9800 Wilshire remain in existence. Upon removal, demolition or destruction of such parking facility or such office building for any reason, this Encroachment Permit and Covenants shall terminate, provided however, that if the parking structure or building is involuntarily demolished or destroyed, and rebuilding commences within forty-eight (48) months after destruction, and is prosecuted to completion in good faith, subject to force majeure delays, then this Encroachment Permit and Covenant shall remain in effect.
3. Conditions. This permit is granted subject to the following conditions.
  - A. Permits required. Permittee shall obtain any building or other permits required by the Beverly Hills Municipal Code for any construction on the Property or Encroachment Areas.
  - B. Removal of Encroachments at End of Term. Upon the expiration of the term described in Section 2, City, at its sole discretion, may require removal of all or any of the encroachments at any time by written notice from the City Manager, which notice shall be delivered as provided in Section 10. Upon delivery of such notice, Permittee shall remove promptly the applicable encroachment improvements, restore the applicable Encroachment Areas to their condition prior to the construction of the applicable encroachment improvements, and shall surrender and release to City all possession, use, right, interest and occupation of the applicable Encroachment Area(s), all without cost to City. Permittee covenants that in the event of Permittee's failure to so remove the applicable encroachment, that City may remove such encroachment, and all costs incurred by City in connection with such removal shall be paid by Permittee within ten (10) days after written demand. If Permittee fails to timely pay, then any amounts for which Permittee is obligated to reimburse City hereunder shall, upon recordation by City of a Notice of Lien executed by the City Manager and acknowledged, be secured by a lien encumbering Permittee's Property, and

Permittee hereby grants City a power of sale in connection therewith, all as provided in Section 5 below. Permittee covenants and agrees to indemnify, protect, defend, and hold harmless City, and each of its officers, agents, and employees, from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind or nature, including, but not limited to, any and all direct and indirect costs of defense, made against, or incurred or suffered by any such indemnitee resulting directly or indirectly from the City's removal of improvements or structures located in, under, on or over the City's property, or otherwise in connection with reoccupation and repossession of the City's property by City.

- C. Other Removal of Encroachments. Upon a determination by the City Engineer that an encroachment creates a threat to the public health or safety, or a foreclosure on the Property that extinguishes a recorded lien created by Notice of Lien in favor of the City, the City Manager may require that encroachment improvements be immediately repaired, altered or, if necessary, removed from the applicable Encroachment Area. The City Manager shall give notice of the need to repair, alter or remove the applicable Encroachment as provided in Section 10. Upon delivery of such notice, Permittee shall promptly repair, alter or remove the applicable encroachment improvements and shall surrender and release to City all possession, use, right, interest and occupation of the applicable Encroachment Area without cost to City. Permittee covenants that in the event of Permittee's failure to promptly remove encroachment improvements, that City may terminate all encroachments hereunder by written notice to Permittee, and/or may remove such improvement, and all costs incurred by City in connection with such removal shall be paid by Permittee. Any amounts for which Permittee is obligated to reimburse City hereunder shall be secured by a lien encumbering Permittee's property upon recordation by City of a Notice of Lien executed by the City and acknowledged, and Permittee hereby grants City a power of sale in connection with such lien, all as provided in Section 5 below. Permittee covenants and agrees to indemnify, protect, defend, and hold harmless City, and each of its officers, agents, and employees, from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind or nature, including, but not limited to, any and all direct and indirect costs of defense, made against, or incurred or suffered by any such indemnitee resulting directly or indirectly from the City's removal of improvements or structures located in, under, on or over the City's property, or otherwise in connection with reoccupation and repossession of the City's property by City.
- D. Covenant to Maintain. Permittee covenants and agrees to keep and maintain in good condition and repair all encroachments improvements. Permittee shall, in the event of any deterioration or undue wear of the Alley Paving Encroachment pavers replace such pavers with City-approved material determined by the City Engineer to be safe and customary for pedestrians and vehicles accessing the alley. Such replacement shall be commenced within thirty (30) days after written notice by City and such work shall be completed within forty-five (45) days after

written notice from City. Such replacement shall be at Permittee's sole cost and expense.

- E. Indemnification of City. Permittee shall indemnify, defend, protect, and hold harmless City, and its officers, agents, City Council members, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs and expenses (including, without limitation, attorneys' fees and increased costs incurred by City in accessing, repairing, replacing or relocating any City improvements or easements or similar City interests in or under the alley, and City shall have no obligation to replace, repair or restore any encroachment improvements in that regard--- all such replacements, repairs or restoration being the obligation of Permittee), arising from or in connection with, or caused, by (i) any act, omission or negligence of Permittee or Permittee's contractors, licensees, invitees, agents, servants or employees, wheresoever the same may occur, or (ii) as a result of or arising from the Encroachments or City's consent to the Encroachments, or any injury related to the Encroachments, or any encroachment improvements, and shall further indemnify and hold harmless City from and against any and all claims arising from any breach or default in the performance of any obligations on Permittee's part to be performed under the terms of this instrument, or arising from any negligence of Permittee, or arising from any such claim or any action or proceeding brought thereon, and any claim arising out of the issuance of this Permit; and in case any action or proceeding be brought against City by reason of any such claim, Permittee, upon notice from City, shall defend the same at Permittee's expense by counsel satisfactory to City. Any amounts for which Permittee is obligated to reimburse City hereunder shall be secured by a lien encumbering Permittee's Property, as provided in Section 5 below.
- F. Insurance. Permittee shall procure at Permittee's sole cost and expense and keep in effect from the date of this Permit and at all times until the termination of same by City or during the life of the Encroachments (whichever is longer), Comprehensive General Liability insurance applying to the Encroachments. Such insurance shall include Broad Form Contractual Liability insurance coverage insuring all of Permittee's indemnity obligations under this instrument. Such coverage shall have a minimum limit of Two Million Dollars (\$2,000,000) combined single limit. All such policies shall be written so as to apply to all bodily injury, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term, shall be endorsed to add City as an additional insured, and shall provide that such coverage shall be primary and that any insurance maintained by City shall be excess insurance only. Such coverage shall also contain endorsements: (i) deleting any employee exclusion on personal injury coverage; and (ii) including all City Council members and City's and Permittee's employees, agents and contractors, if any, as additional insureds. All such insurance shall provide for severability of interests or a cross-liability endorsement; shall provide that an act or omission of one of the named insureds shall not reduce or avoid coverage to the other named insureds; and shall afford coverage for all claims based on acts, omissions, injury and damage, which claims

occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. Such coverage shall be endorsed to waive the insurer's rights of subrogation against City. If at any time the amount or coverage of insurance which Permittee is required to carry under this Section is, in City's reasonable judgment, less than the amount or type of insurance coverage reasonably required to adequately protect City, City shall have the right to require Permittee to increase the amount or change the type of insurance coverage required under this Section. Permittee shall also procure at Permittee's sole cost and expenses, workers compensation insurance as required by law.

- G. Failure to Obtain Insurance. If Permittee shall fail to obtain any insurance required hereunder, City may, at its election, obtain such insurance and Permittee shall upon demand reimburse City for the cost thereof plus a ten percent (10%) handling charge, within five (5) days following demand therefor. Such indebtedness shall be secured by a lien upon Permittee's Property, as provided in Section 5 below.
- H. Quality of Insurance. Insurance required hereunder shall be issued by companies holding a "General Policyholders Rating" of at least B+VII or better, as set forth in the most current issue of "Best's Insurance Guide" and authorized to do business in California. Permittee shall deliver to City proof of the insurance coverage required by this Permit on a certificate or certificates of insurance on the form set forth in Exhibit "G", attached hereto and incorporated herein by this reference. City may also require Permittee to deliver certified copies of such policies of insurance upon written request by City. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to City. Permittee shall, at least thirty (30) days prior to the expiration of such policies, furnish City with renewals or "binders" thereof. Permittee shall not do or permit to be done anything which shall invalidate the insurance policies referred to in this Section.
- I. Waiver. Permittee, as a material part of the consideration to City, hereby assumes all risk of damage to property or injury to persons in, upon or about the City's property from any cause relating directly or indirectly to the Encroachments, including City's gross negligence. Permittee hereby releases and relieves City, and waives Permittee's entire right of recovery against City, for loss or damage arising out of or incident to the perils insured against under this Section, which perils occur in, on, or about the City's property, or the Encroachment Areas, whether due to the negligence of City or Permittee or their agents, employees, contractors and/or invitees. Permittee shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier that the foregoing waiver of subrogation is contained in this instrument.
- J. Compliance with Laws. Permittee covenants that itself, its heirs, successors and assigns, shall comply with all laws, ordinances, regulations and rules of City. Neither City's granting of this Encroachment Permit nor any consent or approval given by City hereunder in its capacity as City shall waive, abridge, impair or

otherwise affect City's powers and duties as a governmental body. Any requirements under this Agreement that Permittee obtain consents or approvals of City are in addition to and not in lieu of any requirements of law that Permittee obtain approvals or permits.

- K. Clean Condition. Permittee shall, at its sole cost and expense, maintain in good repair and clean, safe condition, free of litter, accumulated grime or debris, the Encroachments. Upon Permittee's failure to repair and maintain the Encroachments to the satisfaction of City, City shall give written notice of necessary repairs and maintenance to Permittee, and Permittee shall complete such repairs and maintenance within thirty (30) days thereafter at Permittee's sole cost and expense.
  - L. No Interference. Permittee agrees for itself and its successors and assigns that it shall exercise all rights granted and obligations imposed by this Permit in such a manner as not to interfere with or damage any underground utility facilities. Should Permittee, or any contractor or subcontractor hired or retained by Permittee or its contractor, interfere with or damage any such underground utility facilities, Permittee agrees to reimburse the utility owning and/or maintaining such underground utility facilities the amount of any damages sustained by such underground utility.
  - M. No Charges. Permittee shall not seek to impose charges upon the City, utilities or any other third person having the legal right and authorization to perform work in the Encroachment Areas by reason of excavation or work made necessary by lack of accurate information as to location of substructures. Permittee understands that many substructures are not of accurate record and exploratory excavation is frequently required incident to the work of operation, maintenance, installation, replacement or repair of any substructure.
  - N. Acknowledgment. Permittee acknowledges that the Encroachment Areas are within public right of way, the use of which by those entitled thereto may not be permanently interfered with by the Encroachments, and agrees not to interfere with issuance of construction permits or maintenance activities in the Encroachment Areas.
  - O. Replacement Material. Permittee shall maintain an adequate stock of matching surface material for replacement of the alley pavers.
4. City's Right of Entry. In the event Permittee shall fail to maintain the Encroachments in good and clean condition or repair after City has provided notice pursuant to Section 10 and an opportunity to cure the failure or remove the Encroachments, then City shall be entitled to enter onto Permittee's property and to perform such maintenance or repair or remove such portion of the Encroachments, as determined appropriate by City, and Permittee, its successors in interest and assigns, shall pay City, upon demand, the reasonable cost of performing such maintenance or removing the Encroachments. Such indebtedness shall be secured by a lien upon the Property upon City's recordation of a

Notice of Lien executed by the City Manager and acknowledged, and Permittee hereby grants to City a power of sale in connection with such lien, all as provided in Section 5 below.

5. City's Lien Rights.

- A. If any demand for reimbursement payable to City arising hereunder is not paid within thirty (30) days after the due date, the indebtedness shall bear interest from the due date at the lesser of the rate of eighteen percent (18%) per annum or the highest rate permitted by law, and City may, at its option, bring an action at law against Permittee to pay the same, or foreclose any City lien against the Property, and there shall be added to the amount of such indebtedness the costs of preparing and filing the complaint in such action. In the event a judgment is obtained, such judgment shall include said interest and reasonable attorneys' fees, together with the costs of action.
- B. The amount of any indebtedness which is due in accordance with this instrument, together with any interest and/or costs (including attorneys' fees) attributable thereto or incurred in the collection thereof, shall be and the same is hereby declared and agreed to be a lien upon the Property when City causes to be recorded in the Office of the County Recorder of Los Angeles County, State of California, a Notice of Lien executed by the City Manager of City, setting forth the matters required by Section 1367 of the California Civil Code; provided that no such Notice of Lien shall be so recorded until City shall have first provided to Permittee, pursuant to Section 10, a Notice of Default in the form prescribed by Section 2924 of the California Civil Code, together with a demand upon Permittee to pay any such indebtedness and any interest charges attributable thereto. If City has not received full payment of all such indebtedness and interest charges attributable thereto within fifteen (15) days from the receipt of said Notice of Default, City shall promptly cause said Notice of Lien to be recorded as provided above. Within thirty (30) days after the recordation of said Notice of Lien, City shall cause the above-mentioned Notice of Default to be recorded in the Office of the County Recorder of Los Angeles County, State of California and thereafter cause the Property to be sold in the manner provided in Section 2924, et seq., of the California Civil Code as said Sections may from time to time be amended, or in any other manner permitted by law. Any such sale shall be held as promptly as possible. City, or its assignee, shall have the power to bid on the Property at such foreclosure sale and thereafter to hold, lease, mortgage and convey the same.
- C. Upon payment (prior to such a foreclosure) of any indebtedness of Permittee to City, together with interest, costs and charges attributable thereto, or other satisfaction thereof, with respect to which a Notice of Lien has been recorded, City shall promptly cause to be recorded a further notice stating the satisfaction and the release of the lien thereof. The lien created as provided herein shall be prior to all other liens recorded subsequent to the recordation of said Notice of Lien.

- D. A certificate executed and acknowledged by the City Manager of City stating the indebtedness secured by any lien created hereunder upon the Property shall be conclusive upon Permittee as to the amount of such indebtedness as of the date of such certificate, in favor of all persons who rely thereon in good faith, and such a certificate shall be furnished by the City to any mortgagee or beneficiary under a mortgage or deed of trust encumbering the Property upon written request therefor.
- E. If City shall have received written notice from Permittee (or a successor to Permittee's interest in the Property, as shown by a copy of a title policy concurrently delivered to City), of the name and address of the holder of a deed of trust on the Property ("Holder") together with a copy of the recorded deed of trust, then City shall not enforce any remedies arising from Permittee's default hereunder unless City has given a notice of such default to the Holder (at the address provided to City) and the Holder shall have had ten (10) business days after such notice to cure a default based on the failure by Permittee to pay money (such as reimbursement of City cure costs), and thirty (30) days after such notice to cure any other default; provided, however, that if possession of the Property is necessary for the Holder to cure the non-monetary default, the Holder shall have such additional time consistent with the use of reasonable diligence to obtain appointment of a receiver of the Property and then cause the default to be cured, or if obtaining a receiver is not possible, then the Holder shall have such additional time necessary to diligently commence and complete a nonjudicial foreclosure sale, and the purchaser at such foreclosure sale (or entity which acquires title to the Property by deed-in-lieu of foreclosure) shall have a commercially reasonable period of time after obtaining title to the Property to cure the default. City shall accept a cure from the Holder, receiver or purchaser at a foreclosure sale or an entity which acquires the Property by deed-in-lieu of foreclosure, as applicable. Nothing herein shall affect the City's right to cure the default and demand reimbursement for costs of cure from the Permittee.
6. Covenants Run with Land. The covenants contained herein shall run with the land and shall be a burden or benefit upon the Property or City's property, as the case may be, provided, however, City shall have the right to terminate its consent to the Encroachments described herein as provided in Section 2 hereof. These covenants shall inure to the benefit of and bind, as the case may require, the respective heirs, representatives, successors and assigns of Permittee and City.
7. Entire Agreement. This instrument contains the entire agreement of Permittee and City relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect. Any subsequent modification must be in writing signed by the party to be charged.
8. Attorneys' Fees. In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable attorney's fees and costs.

9. Acceptance. Permittee hereby represents that in consideration of the granting of this Encroachment Permit and permission by City to use and occupy the City's property, Permittee covenants, promises, and agrees with City, for the benefit of City and its public property, to comply with all the terms and conditions set forth in this Permit and any attachments appended hereto.
10. Notice. Any notices, demands or communications under this Permit shall be given as follows:

To Permittee: GCIP Holdings, LLC  
6260 Lookout Road  
Boulder, CO 80301

To City: City of Beverly Hills  
455 North Rexford Drive,  
Beverly Hills, California 90210  
Attn: City Engineer

With a copy to: City Attorney  
City of Beverly Hills  
455 North Rexford Drive  
Beverly Hills, California 90210

Written notices, demands and communications between City and Permittee shall be given only by personal service or by first class mail, postage prepaid, return receipt requested, to the addresses set forth above. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section. Notwithstanding anything to the contrary contained herein, notice personally served shall be presumed to have been received as of the date of such service, and notices sent via mail as provided herein shall be presumed to have been received on the second business day after deposit of same in the mail.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2014 in the City of Beverly Hills, California.

CITY OF BEVERLY HILLS,  
a municipal corporation

\_\_\_\_\_  
Lili Bosse,  
Mayor of the City of Beverly Hills, California

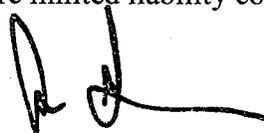
ATTEST:

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BYRON POPE  
City Clerk

GCIP HOLDINGS, LLC,  
a Delaware limited liability company

By:



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Alec E. Gores,  
Manager

State of California )  
County of Los Angeles )

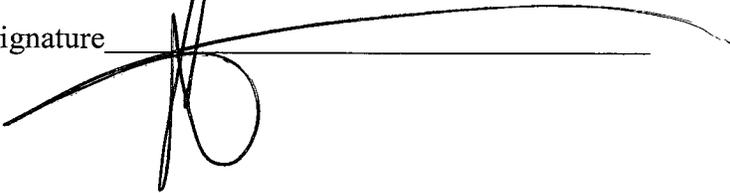
On 12 February 2014, before me, EVA LEE MCCROSSIN, Notary Public  
(insert name and title of the officer)

Notary Public, personally appeared Alec E. GORE,  
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 \_\_\_\_\_



State of California )  
County of Los Angeles )

On \_\_\_\_\_, before me, \_\_\_\_\_  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

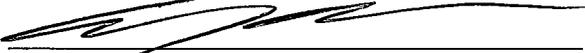
Approved as to form:

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

Approved as to content:

\_\_\_\_\_  
JEFF KOLIN  
City Manager

  
\_\_\_\_\_  
MARK CUNEO  
City Engineer

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

**EXHIBIT "A"**

**DESCRIPTION OF PROPERTY**

**121 S. SPALDING DRIVE**

Lots 654 and 655 of Tract No. 7710, in the City of Beverly Hills, County of Los Angeles, State of California, as per map recorded in Book 83, Pages 94 and 95 of maps, in the office of the County Recorder of said County.

APN: 4328-008-002

**9800 WILSHIRE BLVD.**

Lots 652 and 653 of Tract No. 7710, in the City of Beverly Hills, County of Los Angeles, State of California, as per map recorded in Book 83, Pages 94 and 95 of maps, in the office of the County Recorder of said County.

APN: 4328-008-001

**EXHIBIT "B"**

**DESCRIPTION OF ALLEY PAVING ENCROACHMENT AREA**

(Attached.)

# EXHIBIT "B"

(PROPOSED STONE PAVER ENCROACHMENT:)

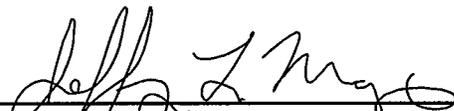
THAT PORTION OF THE 15 FOOT ALLEY CONTIGUOUS WITH THE SOUTH LINE OF LOTS 652 AND 653 AS SHOWN ON TRACT NO. 7710, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 83, PAGES 94-95 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND THAT PORTION OF THE NORTHERLY 6.17 FEET OF LOT 654 OF SAID TRACT.

SAID PORTION BEING BOUNDED ON THE EAST BY THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT 652, ON THE WEST BY THE SOUTHERLY PROLONGATION OF THE WEST LINE OF LOT 653 AND ON THE SOUTH BY THE NORTH LINE OF LOT 654 OF SAID TRACT.

EXCEPTING THEREFROM THE NORTH 1.17 FEET OF SAID ALLEY.

CONTAINING 2,100 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT "B-1" AND BY THIS REFERENCE MADE A PART.

  
\_\_\_\_\_  
JEFFERY L. MAYS L.S. NO. 6379  
EXP: 12/31/14



# EXHIBIT "B-1"



TRACT NO. 7710  
M.B. 83/94-95

LOT 716

LOT 653

LOT 652

LOT LINE (TYPICAL)

35.0'

C.L. SPALDING DRIVE

C.L. ALLEY

7.5'

20'

C.L. ALLEY

105'

105'

20'

PROPOSED 20' x 150' STONE PAVER ENCROACHMENT



— INDICATES PROPOSED STONE PAVER ENCROACHMENT

LOT 654

EXISTING PROPERTY LINE (TYPICAL)

LOT 655

SCALE: 1" = 20'

DATE: 6/7/13

**JRN CIVIL ENGINEERS**

FILE NO.  
11829-B

DRAWN BY: BJK  
CHKD. BY: JLM

232 AVENIDA FABRICANTE, SUITE 107  
SAN CLEMENTE, CALIFORNIA 92672  
(949) 248-4685 FAX (949) 248-4687

**EXHIBIT "C"**

**DESCRIPTION OF SUBTERRANEAN GARAGE ENCROACHMENT AREA**

(Attached.)

# EXHIBIT "C"

(PROPOSED UNDERGROUND PARKING ENCROACHMENT:)

THAT PORTION OF THE 15 FOOT ALLEY ADJACENT TO LOT 654 AND THAT PORTION OF SAID LOT 654 OF TRACT NO. 7710, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 83, PAGES 94-95 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT, 6.17 FEET SOUTH OF THE NORTHEAST CORNER, MEASURED AT RIGHT ANGLES; THENCE NORTH 89°53'59" WEST, PARALLEL WITH SAID NORTH LINE, 1.08 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°53'59" WEST 121.00 FEET; THENCE NORTH 00°00'03" WEST 6.00 FEET; THENCE NORTH 89°59'57" EAST 121.00 FEET; THENCE SOUTH 00°00'03" EAST 6.00 FEET TO THE TRUE POINT OF BEGINNING.

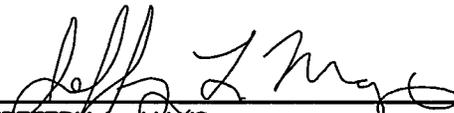
CONTAINING 726 SQUARE FEET, MORE OR LESS.

THE UPPER ELEVATION OF THE ENCROACHMENT IS 260.24 FEET.  
THE AVERAGE PAVEMENT ELEVATION AT THE ENCROACHMENT AREA IS 261 FEET.

BENCHMARK NO. 71

DESCRIPTION: PK NAIL IN SOUTHWEST CORNER OF SPALDING CATCH BASIN, 35.7 FEET NORTH OF CHARLEVILLE CURB.  
ELEVATION: 253.65 FEET  
DATUM: NAVD88

AS SHOWN ON EXHIBIT "C-1" AND BY THIS REFERENCE MADE A PART.

  
\_\_\_\_\_  
JEFFERY L. MAYS L.S. NO. 6379  
EXP: 12/31/14



# EXHIBIT "C-1"



SCALE: 1" = 20'

TRACT NO. 7710  
M.B. 83/94-95

| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE       | BEARING     | LENGTH |
| L1         | S89°53'59"E | 1.08'  |
| L2         | N00°00'03"W | 6.00'  |
| L3         | S00°00'03"E | 6.00'  |

LOT 716

LOT 653

LOT 652

LOT LINE  
(TYPICAL)

EXISTING CENTERLINE

35.0'

C.L. SPALDING DRIVE

C.L. ALLEY

C.L. ALLEY

S89°59'57"W

13.67'

20'

121.00'

NORTHEAST CORNER  
LOT 654

POINT OF  
BEGINNING

N89°53'59"W

121.00'

L1

THE UPPER ELEVATION OF THE  
ENCROACHMENT IS 260.24 FEET.

LOT 654

TRUE POINT  
OF BEGINNING

BENCHMARK NO. 71

DESCRIPTION: PK NAIL IN SOUTHWEST CORNER  
OF SPALDING CATCH BASIN, 35.7' NORTH OF  
CHARLEVILLE CURB.

EXISTING PROPERTY  
LINE (TYPICAL)

ELEVATION: 253.65 FEET



- INDICATES PROPOSED  
UNDERGROUND PARKING  
GARAGE ENCROACHMENT

DATUM: NAVD88

7.5'

LOT 655

SCALE: 1" = 20'

DATE: 6/7/13

## JRN CIVIL ENGINEERS

FILE NO.

11829-B

DRAWN BY: BJK

CHKD. BY: JLM

232 AVENIDA FABRICANTE, SUITE 107

SAN CLEMENTE, CALIFORNIA 92672

(949) 248-4685 FAX (949) 248-4687

**EXHIBIT "D"**

**DESCRIPTION OF PEDESTRIAN BRIDGE ENCROACHMENT AREA**

(Attached.)

# EXHIBIT "D"

(PROPOSED BRIDGE ENCROACHMENT:)

THAT PORTION OF THE 15 FOOT ALLEY ADJACENT TO LOT 654, AND A PORTION OF THE NORTHERLY 6.17 FEET LOT 654 OF TRACT NO. 7710, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 83, PAGES 94-95 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT, 6.17 FEET SOUTH OF THE NORTHEAST CORNER, MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF SAID LOT; THENCE NORTH 89°53'59" WEST, PARALLEL WITH SAID NORTH LINE, 34.76 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°53'59" WEST 11.00 FEET; THENCE NORTH 00°05'41" EAST 20.00 FEET TO THE SOUTH LINE OF THE NORTH 1.17 FEET OF SAID ALLEY; THENCE SOUTH 89°53'59" EAST, ALONG SAID SOUTH LINE 11.00 FEET; THENCE SOUTH 00°05'41" EAST 20.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 220 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT "D-1" AND BY THIS REFERENCE MADE A PART.

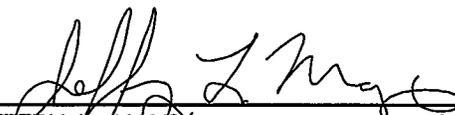
THE LOWER ELEVATION OF THE ENCROACHMENT IS 291.00 FEET.  
THE AVERAGE PAVEMENT ELEVATION AT THE ENCROACHMENT AREA IS 261 FEET.

BENCHMARK NO. 71

DESCRIPTION: PK NAIL IN SOUTHWEST CORNER OF SPALDING CATCH BASIN, 35.7 FEET NORTH OF CHARLEVILLE CURB.

ELEVATION: 253.65 FEET

DATUM: NAVD88

  
\_\_\_\_\_  
JEFFERY L. MAYS L.S. NO. 6379  
EXP: 12/31/14



# EXHIBIT "D-1"

THE LOWER ELEVATION OF THE ENCROACHMENT IS 291.00 FEET.

BENCHMARK NO. 71

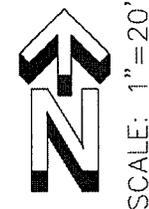
DESCRIPTION: PK NAIL IN SOUTHWEST CORNER OF SPALDING CATCH BASIN, 35.7' NORTH OF CHARLEVILLE CURB.

ELEVATION: 253.65 FEET

DATUM: NAVD88

**LOT 716**

TRACT NO. 7710  
M.B. 83/94-95



**LOT 653**

**LOT 652**

LOT LINE (TYPICAL)

35.0'

EXISTING CENTERLINE

C.L. SPALDING DRIVE

C.L. ALLEY

C.L. ALLEY

7.5'

13.67'

20'

**LOT 654**

PROPOSED BRIDGE ENCROACHMENT AREA

TRUE POINT OF BEGINNING

POINT OF BEGINNING

NE CORNER LOT 654

| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE       | BEARING     | LENGTH |
| L1         | N89°53'59"W | 34.76' |
| L2         | N89°53'59"W | 11.00' |
| L3         | N00°05'41"E | 20.00' |
| L4         | S89°53'59"E | 11.00' |
| L5         | S00°05'41"W | 20.00' |

EXISTING PROPERTY LINE (TYPICAL)



- INDICATES PROPOSED BRIDGE ENCROACHMENT

**LOT 655**

SCALE: 1" = 20'

DATE: 6/13/13

**JRN CIVIL ENGINEERS**

FILE NO.

11829-B

DRAWN BY: BJK

CHKD. BY: JLM

232 AVENIDA FABRICANTE, SUITE 107

SAN CLEMENTE, CALIFORNIA 92672

(949) 248-4685 FAX (949) 248-4687

**EXHIBIT "E"**

**DESCRIPTION OF DECORATIVE AWNING ENCROACHMENT AREA**

(Attached.)

# EXHIBIT "E"

(PROPOSED AWNING ENCROACHMENT:)

ENCROACHMENT 1:

THAT PORTION OF THE 15 FOOT ALLEY AND A PORTION OF THE NORTHERLY 6.17 FEET LOT 654 OF TRACT NO. 7710, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 83, PAGES 94-95 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT, 6.17 FEET SOUTH OF THE NORTHEAST CORNER, MEASURED AT RIGHT ANGLES; THENCE NORTH 89°53'59" WEST, PARALLEL WITH SAID NORTH LINE, 3.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°53'59" WEST 109.00 FEET; THENCE NORTH 00°06'01" EAST 4.00 FEET; THENCE NORTH 87°59'55" EAST 109.07 FEET; THENCE SOUTH 00°06'01" WEST 8.00 FEET TO THE TRUE POINT OF BEGINNING.

ENCROACHMENT 2:

THAT PORTION OF THE 15 FOOT ALLEY ADJACENT TO LOTS 652 AND 653 OF TRACT NO. 7710, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 83, PAGES 94-95 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT 652, SAID POINT BEING 1.17 FEET, MEASURED AT RIGHT ANGLES FROM THE SOUTHERLY LINE OF SAID LOTS, THENCE NORTH 89°53'59" WEST, PARALLEL WITH SAID SOUTHERLY LINE, 3.87 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°06'01" WEST 9.00 FEET; THENCE NORTH 87°03'57" WEST 101.13 FEET; THENCE NORTH 00°06'01" WEST 4.00 FEET; THENCE SOUTH 89°53'59" EAST 101.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING A TOTAL OF 1,105.5 SQUARE FEET, MORE OR LESS.

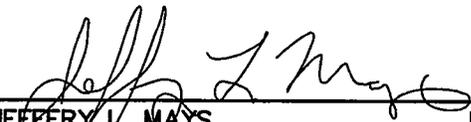
AS SHOWN ON EXHIBIT "E-1" AND BY THIS REFERENCE MADE A PART.

THE LOWER ELEVATION OF THE ENCROACHMENT IS 309.62 FEET.  
THE AVERAGE PAVEMENT ELEVATION AT THE ENCROACHMENT AREA IS 261 FEET

BENCHMARK NO. 71

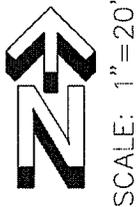
DESCRIPTION: PK NAIL IN SOUTHWEST CORNER OF SPALDING CATCH BASIN, 35.7 FEET NORTH OF CHARLEVILLE CURB.  
ELEVATION: 253.65 FEET

DATUM: NAVD88

  
\_\_\_\_\_  
JEFFERY L. MAYS L.S. NO. 6379  
EXP: 12/31/14



# EXHIBIT "E-1"



SCALE: 1"=20'

TRACT NO. 7710  
M.B. 83/94-95

TRUE POINT OF BEGINNING ENCROACHMENT 2

LOT 716

LOT 653

LOT 652

LOT LINE (TYPICAL)

35.0'  
EXISTING CENTERLINE  
POINT OF BEGINNING ENCROACHMENT 2

C.L. SPALDING DRIVE

S89°53'59"E

101.00'

N87°03'57"W

101.13'

C.L. ALLEY

NE CORNER LOT 654

N87°59'55"E

109.07'

N89°53'59"W

109.00'

POINT OF BEGINNING ENCROACHMENT 1

THE LOWER ELEVATION OF THE ENCROACHMENT IS 309.62 FEET.

LOT 654

TRUE POINT OF BEGINNING ENCROACHMENT 1

## LINE TABLE

| LINE | BEARING     | LENGTH |
|------|-------------|--------|
| L1   | S00°05'46"W | 6.17'  |
| L2   | S89°53'59"E | 3.29'  |
| L3   | N00°06'01"E | 4.00'  |
| L4   | S00°06'01"W | 8.00'  |
| L5   | N89°53'59"W | 3.87'  |
| L6   | S00°06'01"W | 9.00'  |
| L7   | N00°06'01"E | 4.00'  |

BENCHMARK NO. 71  
DESCRIPTION: PK NAIL IN SOUTHWEST CORNER OF SPALDING CATCH BASIN, 35.7' NORTH OF CHARLEVILLE CURB. ELEVATION: 253.65 FEET. DATUM: NAVD88

EXISTING PROPERTY LINE (TYPICAL)



- INDICATES PROPOSED AWNING ENCROACHMENT

LOT 655

C.L. ALLEY

SCALE: 1" = 20'

DATE: 6/13/13

## JRN CIVIL ENGINEERS

FILE NO.

DRAWN BY: BJK

232 AVENIDA FABRICANTE, SUITE 107

11829-B

CHKD. BY: JLM

SAN CLEMENTE, CALIFORNIA 92672

(949) 248-4685 FAX (949) 248-4687

**EXHIBIT "F"**

**DESCRIPTION OF CONDUIT ENCROACHMENT AREA**

(Attached.)

# EXHIBIT "F"

(PROPOSED ELECTRICAL CONDUIT ENCROACHMENT:)

A STRIP OF LAND BEING 7.00 FEET WIDE, BEING A PORTION OF THE 15 FOOT ALLEY ADJACENT TO LOT 652, 653 AND 654, AND A PORTION OF THE NORTHERLY 6.17 FEET LOT 654 OF TRACT NO. 7710, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 83, PAGES 94-95 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 64; THENCE SOUTH 00°05'46" WEST, ALONG THE EAST LINE OF SAID LOT 6.17 FEET; THENCE NORTH 89°53'59" WEST, ALONG THE SOUTH LINE OF THE NORTH 6.17 FEET OF SAID LOT, 55.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00°06'01" EAST 20.00 FEET TO A POINT IN THE SOUTH LINE OF THE NORTH 1.17 FEET OF THAT PORTION OF THE 15 FOOT ALLEY ADJACENT TO SAID LOTS 652 AND 653.

CONTAINING 140 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT "F-1" AND BY THIS REFERENCE MADE A PART.

THE UPPER ELEVATION OF THE ENCROACHMENT IS 255.75 FEET.  
THE LOWER ELEVATION OF THE ENCROACHMENT IS 253.00 FEET.

THE AVERAGE PAVEMENT ELEVATION AT THE ENCROACHMENT AREA IS 261 FEET

BENCHMARK NO. 71

DESCRIPTION: PK NAIL IN SOUTHWEST CORNER OF SPALDING CATCH BASIN, 35.7 FEET NORTH OF CHARLEVILLE CURB.

ELEVATION: 253.65 FEET

DATUM: NAVD88

JEFFERY L. MAYS  
EXP: 12/31/14

L.S. NO. 6379



# EXHIBIT "F-1"

THE UPPER ELEVATION OF THE ENCROACHMENT IS 255.75 FEET.  
THE LOWER ELEVATION OF THE ENCROACHMETN IS 253.00 FEET.

BENCHMARK NO. 71

DESCRIPTION: PK NAIL IN SOUTHWEST CORNER OF SPALDING CATCH BASIN, 35.7' NORTH OF CHARLEVILLE CURB.

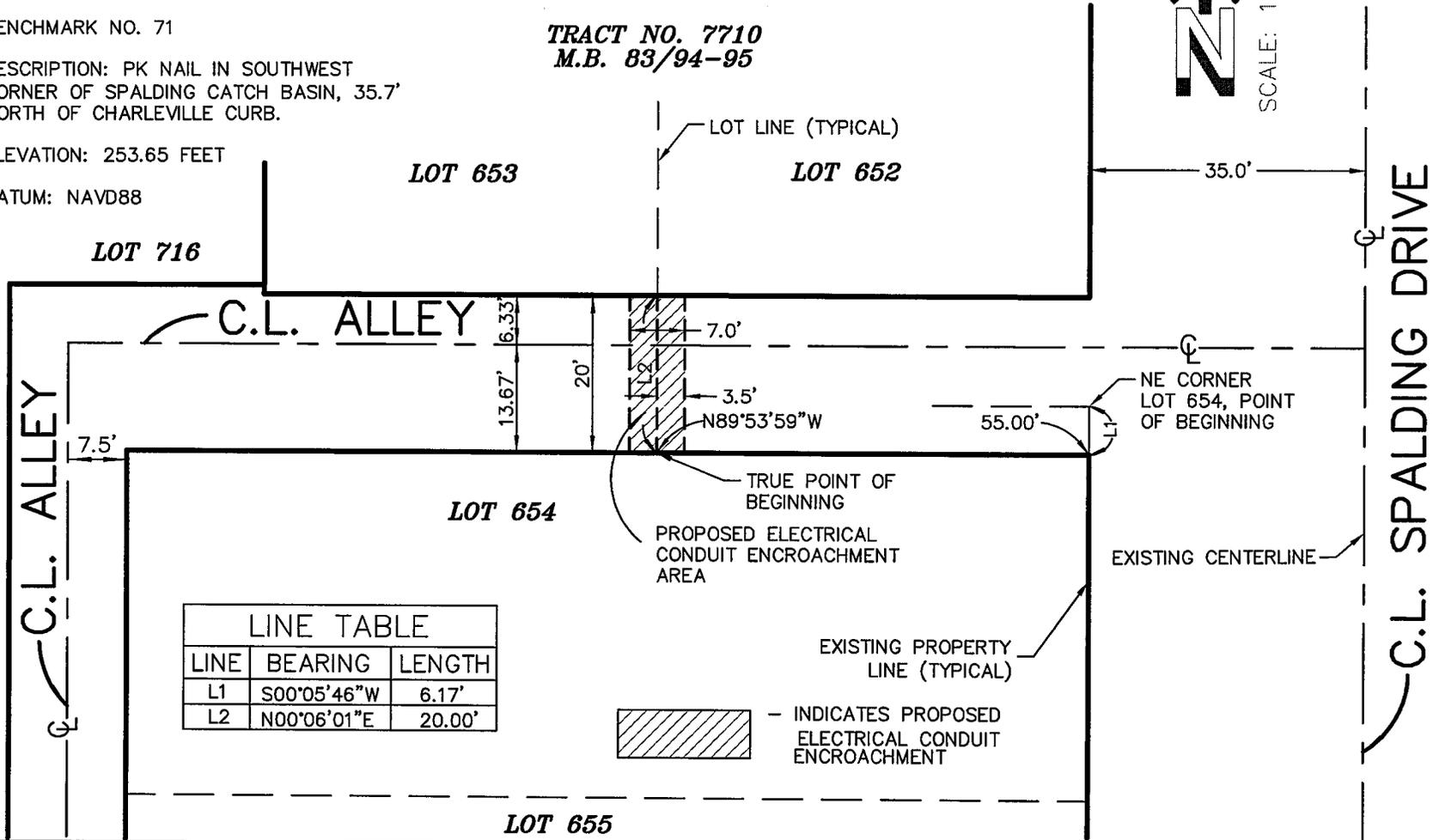
ELEVATION: 253.65 FEET

DATUM: NAVD88

TRACT NO. 7710  
M.B. 83/94-95



SCALE: 1" = 20'



### LINE TABLE

| LINE | BEARING     | LENGTH |
|------|-------------|--------|
| L1   | S00°05'46"W | 6.17'  |
| L2   | N00°06'01"E | 20.00' |

SCALE: 1" = 20'

DATE: 9/20/2013

## JRN CIVIL ENGINEERS

FILE NO.

11829-B

DRAWN BY: BJK

CHKD. BY: JLM

232 AVENIDA FABRICANTE, SUITE 107

SAN CLEMENTE, CALIFORNIA 92672

(949) 248-4685 FAX (949) 248-4687

**EXHIBIT "G"**

**FORM OF CERTIFICATE OF INSURANCE**

(Attached.)



# **Attachment 2**

RESOLUTION NO. 12-R-12890

A RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS AMENDING THE MASTER PLAN OF STREETS, ALLEYS AND HIGHWAYS AND ORDERING THE CONDITIONAL VACATION OF A PORTION OF AN ALLEY LOCATED ADJACENT TO THE PROPERTY AT 121 SPALDING DRIVE, AND APPROVING AN ENCROACHMENT PERMIT TO ALLOW CERTAIN ABOVE- AND BELOW-GRADE IMPROVEMENTS WITHIN THE ALLEY RIGHT-OF-WAY.

The City Council of the City of Beverly Hills hereby finds, resolves, and determines as follows:

Section 1. In accordance with the provisions of Section 8320 of the Streets and Highways Code of the State of California (the "Streets and Highways Code"), the City published notice of its intent to vacate a portion of the alley located to the north of property located at 121 Spalding Drive in the *Beverly Hills Courier* on July 27 and August 3, 2012 and in the *Beverly Hills Weekly* on August 2, 2012. Notice was also posted on the project site.

Section 2. The proceedings to vacate the alley were conducted pursuant to Chapter 3 of Part 3 of Division 9 of the Streets and Highways Code, Section 8320 et. seq. Notices of the proposed alley vacation were duly published and posted in the manner and form-and at the times required by Sections 8322 and 8323 of the Streets and Highways Code.

Section 3. On July 12, 2012, the Planning Commission considered, among other things, the alley vacation and encroachment permit, and found that the alley vacation and

encroachment permit are consistent with the General Plan and recommended that the City Council approve the vacation and encroachment permit.

Section 4. The City Council held a duly noticed public hearing regarding the vacation and encroachments on August 7, 2012.

Section 5. The project, consisting of the street vacation, encroachment, and related entitlements, (the "Project") has been environmentally reviewed pursuant to 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 environmental guidelines. A Class 32 Categorical Exemption has been issued pursuant to CEQA Guidelines Section 15332 (infill development) because the Project meets the following environmental criteria:

- (a) The Project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations;
- (b) The proposed development occurs within city limits on a Project site of no more than 5 acres substantially surrounded by urban uses;
- (c) The project site has no value as habitat for endangered , rare or threatened species;
- (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and
- (e) The site can be adequately served by all required utilities and public services.

The Project complies with the above-referenced criteria, based on the following information:

- (a) The Project has been found to be consistent with the applicable general plan land use designation and all applicable general plan policies. Additionally, the Project has been reviewed for conformance with the applicable zoning designation and all zoning regulations and development standards.
- (b) The Project is located at 121 Spalding Drive, which is located within the City of Beverly Hills city limits. Additionally, the Project site is substantially surrounded by urban uses on all sides, and the Project site is approximately 0.28 acres in size, which is well within the 5-acre limit for application of the exemption.
- (c) The Project site was previously developed with a three-level parking structure, and has remained as such until present day. Because the Project site is already developed with a commercial building, the site does not hold any value as habitat for endangered, rare, or threatened species.
- (d) A traffic study was prepared in conjunction with review of the Project, which found that based on the anticipated trip generation of the office uses, the Project will not generate any significant impacts related to traffic. Additionally, a study was prepared to analyze potential impacts related to noise, air quality, and water quality. The study found that minor, short-term impacts may be generated during construction of the Project, but that

once complete, the Project would not generate any significant impacts related to noise, air quality, or water quality.

- (e) Because the Project site has been previously developed, and is consistent with the requirements of the general plan, it can be adequately served by all required utilities and public services.

Section 6. Based on the foregoing, and evidence presented through the hearing process, the City Council hereby finds and determines as follows regarding the alley vacation:

1. The alley vacation furthers the goals and policies of the City by allowing the City to attract a significant business while providing improved access and circulation in and around existing and future developments. Specifically, vacation of 1-foot of width from the north side of the existing 15-foot wide alley and offsetting the vacation with a new 6-foot wide dedication to create a 20-foot wide alley is consistent with the requirements of the Master Plan of Streets, Alleys and Highways (a component of the General Plan), and with General Plan Policy LU 5.6, which states:

“Alleys. Maintain existing neighborhood alleys as alternate, safe, well maintained access points to homes that also reduce curb cuts, driveways, and associated pedestrian-automobile conflicts.”

The Project results in a wider alley as compared to the existing alley, and thus maintains the City’s alley system as an alternate, safe, and well maintained access point to properties. Additionally, the proposed vacation is consistent with General Plan Policy CIR 11.2c, which states:

“In commercial areas, however, there is the additional concern for alley relocation and/or closure, which may be desirable in conjunction with

specific development proposals. As important as they are, the existence of the alleys should not preclude consideration of proposals which would alter them if satisfactory alternate services would be provided. In certain instances, development proposals which would utilize the alley may provide a type or quality of development or access which better serves the City's objectives and as such, should be considered. Such development proposals might include alley closure which would permit unified development across an entire block or permit safer street access, or use of the alley as part of a landscaped pedestrian plaza or mall, or relocation of an alley of a more functional arrangement of structures or possible consideration of the space above or below the alley for parking purposes."

The proposed improvements to the site and alley will result in a high-level commercial office space that is appropriate for corporate headquarters (the Gores Group is the current owner and proposed occupant of the project), which have been identified by the City as being very desirable because they provide high-paying jobs and help to support the economic vitality of the City. Furthermore, realignment and widening of the alley to allow a more functional arrangement of the proposed Project is being provided. The realigned and widened alley ties into the City's existing alley system and provides improved circulation for larger vehicle turning movements.

2. Pursuant to Section 8324 of the Streets and Highways Code, the 1 foot of alley width proposed to be vacated would be offset by a 6-foot alley dedication to be provided on the side of the alley opposite the vacated segment. Vacation of the alley segment would not occur until such time as the new alley dedication is constructed and opened to public circulation. At such time as the widened alley is opened for public circulation, the 1 foot of alley width proposed for vacation will become unnecessary for present or prospective public use, as all existing and future circulation can be accommodated through the realigned alley segment.

3. The 1 foot of alley width proposed to be vacated would be offset by a 6-foot alley dedication to be provided on the side of the alley opposite the vacated segment. Vacation of the alley segment would not occur until such time as the new alley dedication is constructed, dedicated to the City, and opened to public circulation. At such time as the widened alley is opened for public circulation, the 1 foot of alley width proposed for vacation will no longer be useful as a non-motorized transportation facility, as all existing and future non-motorized transportation can be accommodated through the realigned alley segment.

Section 7. Based on the foregoing, and evidence presented through the hearing process, the City Council hereby finds and determines as follows regarding the encroachment permit:

1. The proposed subterranean encroachment beneath the alley would allow for development of the project with wider, code-compliant aisles within the parking garage, and results in additional parking spaces and improved circulation. The subterranean encroachment will not interfere with alley operations, nor with existing utilities within the alley. The above-grade bridge connection proposed over the alley will provide for an improved project with connectivity between the buildings located at 121 Spalding Drive and 9800 Wilshire Boulevard. In addition to providing for improved connectivity, the bridge will be located 30 feet above the alley and will allow for existing alley access to be maintained without impeding the movement of large vehicles and trucks.

2. Allowing the proposed encroachments results in a wider alley that improves upon existing conditions. Furthermore, the encroachments are located in areas that will not impact or interfere with existing or future use of the alley. Therefore, the encroachment permit will not create a substantial adverse impact on persons or property.
3. Allowing the proposed encroachments results in a wider alley that improves upon existing conditions. Furthermore, the encroachments are located in areas that will not impact or interfere with existing or future use of the alley. Therefore, the encroachment permit will not adversely affect the public health, welfare, and safety.

Section 8. The City Council hereby approves the requested alley encroachments, and orders that the portion of the alley as described and shown on Exhibit A, attached hereto and incorporated by reference, shall be and is hereby ordered to be vacated subject to all of the following conditions and only after the conditions are satisfied:

1. No portion of any existing alley shall be vacated or closed to vehicular circulation unless and until a new alley, in a location substantially as shown in Exhibit A attached hereto and incorporated by reference, and in an exact location satisfactory to the Director of Public Works, has been constructed to City standards, is dedicated to the City, and is operational.
2. Final legal descriptions for the portions of alley to be vacated and dedicated shall be subject to review and approval by the Director of Public Works.

3. The pavement and center drainage gutter on the east-west alley adjacent to the Project site shall be removed and replaced according to City standards. Any deviations from City standards with respect to paving materials shall be subject to review and approval by the Director of Public Works.
4. All above-grade alley encroachments shall provide a minimum vertical clearance of 30 feet above the finished surface of the alley.
5. All below-grade alley encroachments shall comply with applicable City standards, and shall be subject to review and approval by the Director of Public Works.

Section 9. Page 35 of the City's Master Plan of Streets, Alleys and Highways, is hereby amended to reflect the vacation and dedication shown on Exhibit A.

Section 10. The documents and other material which 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 11. The City Manager or his designee shall administer the terms of this Resolution on behalf of the City.

Section 12. The City Clerk is directed to cause a certified copy of this resolution and order to be recorded in the office of the Recorder of the County of Los Angeles at such time as the conditions of approval set forth in Section 8 of this Resolution, have been satisfied.

Section 13. The City Clerk shall certify to the passage, approval, and adoption of this resolution, and shall cause this resolution and his Certification to be entered in the Book of Resolutions of the City of Beverly Hills.

Adopted: August 7, 2012



\_\_\_\_\_  
WILLIAM W. BRIËN, MD  
Mayor of the City of  
Beverly Hills, California

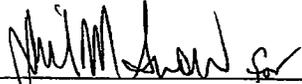
ATTEST:



\_\_\_\_\_  
BYRON POPE  
Clerk

(SEAL)

APPROVED AS TO FORM



\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT

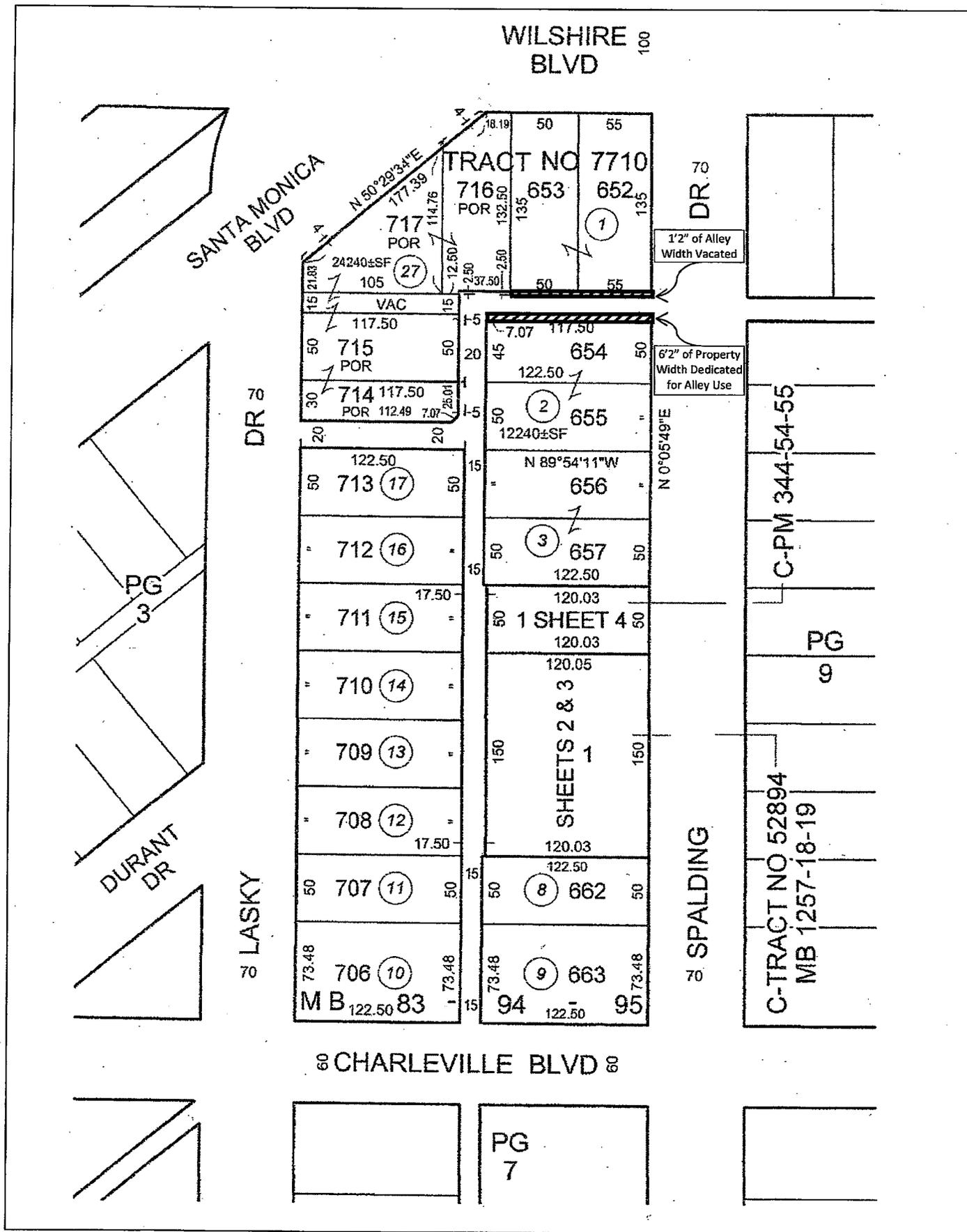


\_\_\_\_\_  
JEFFREY KOLÍN  
City Manager



\_\_\_\_\_  
SUSAN HEALY KEENE, AICP  
Director of Community Development

EXHIBIT A



WILSHIRE BLVD 100

SANTA MONICA BLVD

TRACT NO 7710

DR 70

DR 70

1'2" of Alley Width Vacated

6'2" of Property Width Dedicated for Alley Use

N 0°05'49"E

C-PM 344-54-55

PG 9

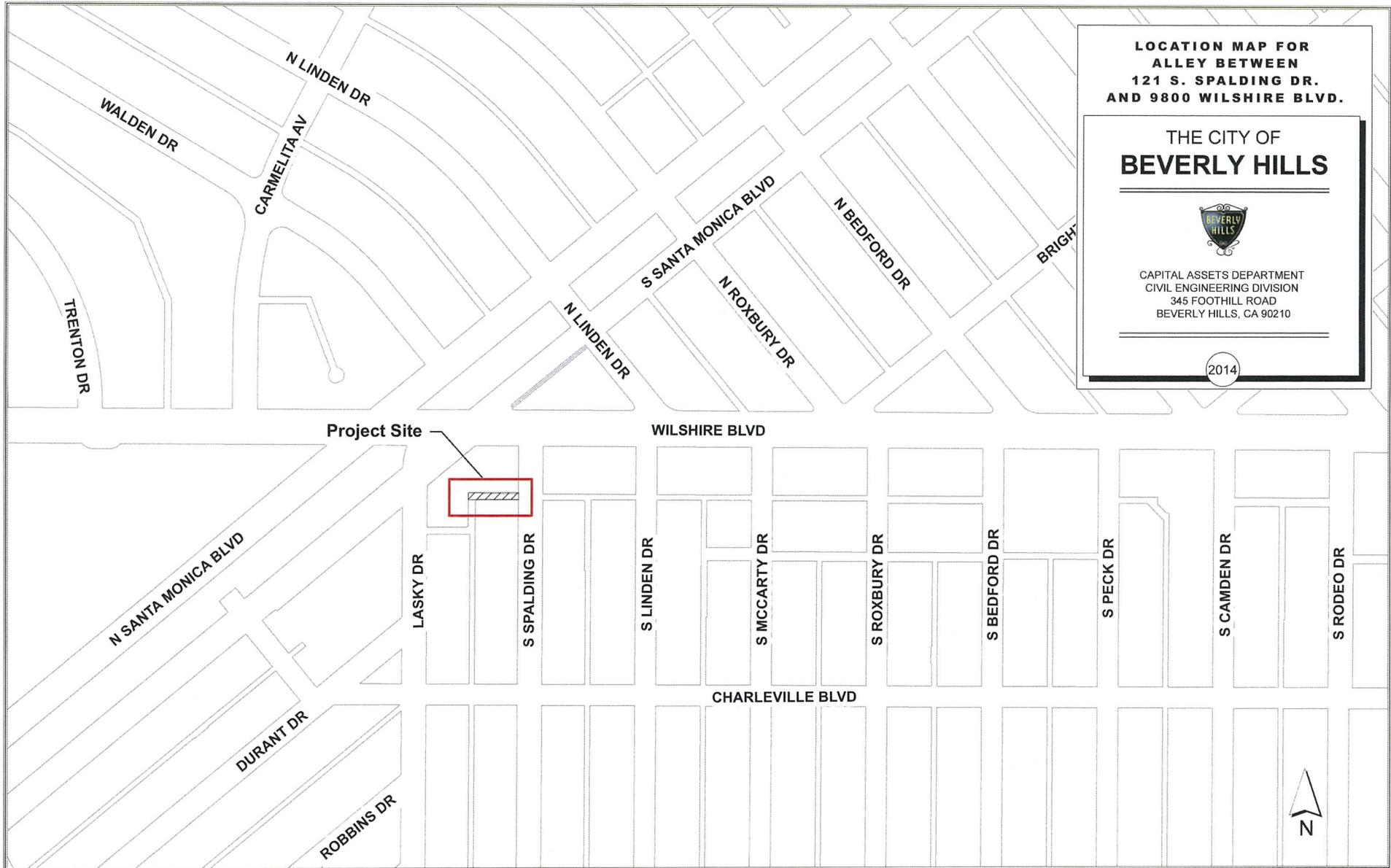
C-TRACT NO 52894 MB 1257-18-19

DR 70 SPALDING

60 CHARLEVILLE BLVD 8

PG 7

# **Attachment 3**



**ATTACHMENT 3**

DATE:4-4-2014