



## AGENDA REPORT

**Meeting Date:** May 3, 2016  
**Item Number:** D-6  
**To:** Honorable Mayor & City Council  
**From:** Mark Cuneo, City Engineer *MC*  
Samer Elayyan, Civil Engineer *SE*  
**Subject:** AN ENCROACHMENT PERMIT AND COVENANTS WITH FKB CAPITAL, LLC, OWNER OF THE PROPERTY LOCATED AT 1160 SAN YSIDRO DRIVE, BEVERLY HILLS, CALIFORNIA, TO ENCROACH INTO THE CITY OF BEVERLY HILLS UTILITY EASEMENTS ON THEIR PROPERTY  
**Attachments:** 1. City of Beverly Hills Encroachment Permit and Covenants

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### RECOMMENDATION

Staff recommends that the City Council move to approve an encroachment permit and covenants with FKB Capital, LLC, to allow encroachment into the City of Beverly Hills utility easements for sewer and public utility purposes at 1160 San Ysidro Drive, City of Beverly Hills, California.

### INTRODUCTION

This report requests that City Council approve the encroachment permit and covenants with FKB Capital LLC, which allows the homeowner to install storm drain facilities crossing the City's utility easements for sewer and public utility purposes over a portion of the property located at 1160 San Ysidro Drive.

### DISCUSSION

The encroachment permit and covenants with FKB Capital, LLC, will allow the owner to cross the City's utility easements to install storm drain facilities as illustrated on Exhibits "C & D" of the encroachment permit and covenants. The easement shown on Exhibit "C" is currently being used for an 8-inch sewer mainline and an 8-inch water mainline. The easement shown on Exhibit "D" is currently vacant and has no utilities.

In the event the City of Beverly Hills will need to perform any repairs, replacement or installation of any utilities within the easement, the City will not be liable for any damage

or replacement costs associated with any of the permittee's improvements in connection with the City's repair, replacement or installation to any of its utilities.

**FISCAL IMPACT**

The applicant paid the City of Beverly Hills a fee \$6,481.20 for the processing of the permanent encroachment application. There is no other payment associated with the encroachment permit and covenant. Therefore, there is no fiscal impact anticipated.



George Chavez

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Approved By

# **Attachment 1**

**Recording Requested by, and  
When Recorded mail to:**

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

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**CITY OF BEVERLY HILLS**

**ENCROACHMENT PERMIT AND COVENANTS**

1. **Permit Granted.** An irrevocable encroachment permit is hereby granted by the City of Beverly Hills (“City”) without representation or warranty, express or implied, pursuant to the provisions of Section 8-3-1 of the Beverly Hills Municipal Code to FKB CAPITAL, LLC, a California limited liability company (hereinafter “Permittee”) for a subsurface encroachment area for storm drain purposes and a subsurface encroachment area for water, gas, electrical and utilities purposes provided that such encroachments shall have a minimum clearance of one (1) foot above the City’s existing sewer and water improvements, on the property commonly known as 1160 San Ysidro, Beverly Hills, CA, more particularly described on Exhibit “A” attached hereto (“Property”), in portions of the City’s easements for sewer and public utility purposes described on Exhibit “B” attached hereto (“City Easements”), the nature and extent of such encroachment areas on the Property being described in Exhibits “C” and “D” attached hereto. This Permit is issued subject to the conditions contained herein, and by its acceptance of this Permit, Permittee agrees to such conditions.

The term “Encroachments” shall mean encroachment areas described in Exhibits “C” and “D” and the improvements hereafter installed or constructed thereon or therein.

2. **Conditions.** This Permit is granted subject to the following conditions:

(a) **Permits required.** Permittee shall obtain any building permits or variance required by the Beverly Hills Municipal Code for any construction on the Property.

(b) **Covenants To Maintain.** Permittee covenants and agrees to keep and maintain in good condition and repair all of the improvements constructed by Permittee that encroach on the City Easements. Additionally, prior to and after each rain event, Permittee shall clear any debris from the storm drain system.

Within ten (10) days after written request from the City Manager given from time to time, Permittee shall inform City in writing as to the condition of the system and how it is functioning and whether it is blocked, with photographs of the system. The photographs shall be printed with dates showing the grated catch basin and the parkway drains in reasonable detail.

Should Permittee fail to timely deliver the written report and photographs and not cure such failure within five (5) days after a further written notice from the City Manager, or should Permittee fail to maintain the storm drain system and fail to cure the default within ten

(10) days after written notice from the City Manager, then the City Manager may terminate this permit by written notice to Permittee.

Within fifteen (15) days after the termination notice is given, Permittee shall both remove all encroachment improvements at Permittee's cost and repair any damage caused by such removal. If Permittee fails to do so, then the City shall have the right (but no obligation whatsoever to Permittee, other property owners or the public) to do so and Permittee shall, within ten (ten (10) days after written demand from the City Manager describing the costs, reimburse the City for the costs incurred by the City in connection therewith, and if not timely paid, City shall have the rights under Section 5 below.

(c) **Required Improvements; City Access.** Permittee, at its sole expense, shall encase with concrete the portion of the sewer and water lines that lay directly beneath the proposed storm drain line encroachment before installing any improvements that are encroachments permitted by this permit. If the City needs access to the City's Easements or the sewer and water lines or utilities for any reason (including, without limitation, repairing, maintaining or replacing the sewer and water lines or utilities or installing utilities), and the improvements constructed by Permittee in the City's Easements result in any increase to the City in the costs of such access (including, without limitation, increased costs of repair, maintenance or replacement), the Permittee shall reimburse City within five (5) business days after written demand delivered to the Property for such increased costs (as described in the demand) and such obligation of Permittee shall be subject to the provisions of Section 5. Upon completion of any improvements in any encroachment area, Permittee shall deliver to City copies of "as-built" plans on the equivalent showing the exact nature and location of the improvements.

(d) **Indemnification of City.** Permittee shall indemnify, defend, protect and hold harmless City, and its officers, agents, City Council members, and employees (collectively, "Indemnified Parties"), from and against any and all claims, losses, proceedings, damages, causes of action, liabilities, costs and expenses (including attorney's fees), arising from, 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 (in connection with the Encroachments on the Property and/or the Bloom Property) or (ii) encroachment of the improvements made by Permittee onto the City Easements, or City's consent to such Encroachments, or any injury related to the encroachment (including but not limited to, any damage to, or destruction of, the encroachment improvements on the Property from the City's repair or replacement or permitted relocation of the sewer line or other utilities or installation of utilities), 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 obligation 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 proceedings brought thereon, any claim arising out of the issuance of this Permit; and in case any action or proceeding be brought against City by reason of such claim, Permittee, on notice from City, shall defend the same at Permittee's expense by counsel satisfactory to the City. As between City and Permittee, obligations of Permittee hereunder which arise prior to any termination of this permit (including, without limitation, extinguishment or

termination by the foreclosure of a senior lien or sale under a senior power of sale) shall survive such termination or extinguishment. If so elected by City, any amounts for which Permittee is obligated to reimburse the City hereunder shall be secured by a lien encumbering the Property which shall be subject to Section 5 below.

(e) **Insurance.** Permittee shall procure at Permittee's sole cost and expense and keep in effect at all times during construction relating to the improvements on the Property encroaching on the City's Easements or any part thereof, or any areas adjacent thereto, a combined single limit of comprehensive general liability insurance of One Million Dollars (\$1,000,000.00). All such policies shall be endorsed to add City as an additional insured.

(f) **Failure to Obtain Insurance.** If Permittee shall fail to provide reasonable evidence of 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) business days following demand therefor. If not paid, such indebtedness shall (at the option of City) be secured by a lien upon the Property pursuant to the provisions of Section 5 below.

(g) **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 certificates provided by or approved by City. City may also require Permittee to deliver certified copies of such policies of insurance upon written request by City. No such policy shall be cancellable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to City. Permittee shall, at City's request, 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.

(h) **Compliance with Laws.** Permittee covenants that itself, its heirs, successors and assigns, shall comply with all laws, ordinances, regulations and rules of City.

3. **City's Right of Entry.** City may inspect the improvements constituting the encroachments at any time, but shall have no obligation whatsoever to Permittee, other property owners or the public to do so. If Permittee fails to maintain the improvements constituting the encroachments in good condition or repair, or fails to promptly address any drainage problems from a plugged or partially plugged drain, then City shall have the right (but no obligation whatsoever to Permittee or other property owners or the public) to enter the Property and perform the maintenance or address the drainage problem in good faith; provided, City shall use good faith efforts to give Permittee at least one (1) day's prior written notice of any such inspection and any such maintenance or other work. If a drainage emergency should exist, City shall have the right (but no obligation whatsoever to Permittee, other property owners or the public) to enter the Property and address such emergency without prior notice. Permittee, its successors in interest and assigns, shall pay City within five (5) business days' after written

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demand, the reasonable cost of the maintenance work or other work, and if not timely paid, City shall have the rights under Section 5 below.

4. **Intent of City to Repair, Remove or Build New Sewer or Water Lines.**

In the event the City repairs or replaces the existing sewer or water lines, or installs other utilities or repairs or replaces them or relocates them in the City Easements, the City will be afforded full access onto the Property for purposes thereof. Permittee hereby acknowledges that there may be damage to or destruction of the permitted improvements in order for City to perform such repairs, replacements or installations. The City will not be liable for any damage to, or replacement costs associated with, any of such improvements in connection with the City's repair or replacement of the sewer line.

5. **Interest; Action for Damages; City's Alternative Lien Right.**

(a) If any demand for reimbursement payable to City arising hereunder is not timely paid, the indebtedness shall bear interest from the due date at the rate of ten percent (10%) per annum or the legal rate of interest, whichever is less, and City may, at its option, terminate Permittee's rights under this Permit by written notice to Permittee (without releasing or waiving its rights to payment) and/or may bring an action at law against Permittee to pay the sums owing. There shall be added to the amount of such indebtedness the cost of preparing and filing the complaint in any such action. In the event a judgment is obtained, the judgment shall include said interest and reasonable attorneys' fees and costs.

(b) If City has not received payment, City may (in lieu of an action at law for damages, but in addition to its right to terminate Permittee's rights under this Permit) cause a Notice of Lien to be recorded against the Property setting forth the matters described in Section 1367.1(d) of the California Civil Code, and Permittee hereby grants to City a lien with power of sale with respect to the Property to secure such indebtedness effective upon the recording of said Notice of Lien. The amount of any indebtedness which is due in accordance with this instrument, together with any interest and/or cost (including the attorney's fees) attributable thereto or incurred in the collection thereof, shall be and the same is hereby declared and agreed to be a lien and charge upon the Property (with a power of sale in favor of City) when City causes to be recorded in the office of the County Recorder of Los Angeles County, State of California, such a Notice of Lien executed by the City Manager of City. No such Notice of Lien shall be foreclosed judicially or nonjudicially (by sale under the power of sale) until City shall have first mailed and served/recorded a Notice of Sale, all as prescribed by Section 2924 of the California Civil Code, City may then 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. City, or its assignee, shall have the power to bid in the Property at such sale.

(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 (or Notice of Sale) 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.

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 Easements, as the case may be. 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 except for a subsequent modification in writing signed by the party to be charged.

8. **Attorneys' Fees.** In the event any party hereto causes an action to be filed out of the breach of this Agreement, the prevailing party (as finally determined in a non-appealable judgment by a court of competent jurisdiction) shall be entitled to recover from the losing party reasonable fees and costs of legal counsel as may be set by the court.

9. **Time of Essence.** Time is of the essence of every provision herein in which time is a factor.

10. **Representations of Permittee.** Permittee hereby represents and warrants to City that Permittee is the sole owner of the Property and that the Property is not subject to any liens (except for property taxes and assessments not yet due). If the foregoing is not correct, then City may remove the Encroachments on the Property (and/or the Bloom Property), and Permittee shall reimburse City within five (5) business days after written demand for the costs incurred by City in connection therewith.

11. **Notices.** All notices shall be in writing and shall be addressed to Permittee at the Property, or to the City at 345 North Foothill Drive, Beverly Hills, CA 90210, Attn: City Engineer. All notices shall be personally delivered or given by certified mail or by reputable overnight courier and shall be deemed delivered on the date of delivery or refusal of delivery shown on the return receipt (if delivered by certified mail), on the date of delivery (if delivered personally), or one (1) business day after delivery to a reputable overnight messenger service for overnight delivery.

**PERMITTEE:**

FKB CAPITAL, LLC,  
a California limited liability company

By:   
Babak Ghassemieh, Manager

**CITY:**

CITY OF BEVERLY HILLS

By: \_\_\_\_\_  
John A. Mirisch,  
Mayor

ATTEST:

\_\_\_\_\_  
Byron Pope,  
City Clerk

APPROVED AS TO FORM:

By:   
David Snow,  
Interim City Attorney

APPROVED AS TO CONTENT:

By:   
Mark Cuneo,  
City Engineer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

On March 15, 2016, before me, Olga Salinas,  
(insert name and title of the officer)

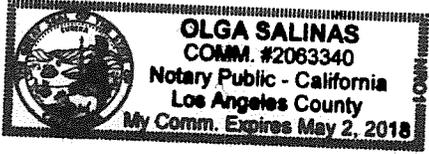
Notary Public, personally appeared Babak Ghassenieh,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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 Olga Salinas

(Seal)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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)

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY (1160 SAN YSIDRO DRIVE)**

LAND SITUATED IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: PARCEL 1:

PORTION OF LOT 4 OF TRACT 11238, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP ON FILE IN BOOK 199, PAGE 36 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LOT 4 DISTANT NORTH 79 DEGREES 44 MINUTES 34 SECONDS EAST 75.03 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 49 DEGREES 42 MINUTES 05 SECONDS EAST 156.91 FEET, MORE OR LESS, TO A POINT IN THE NORTHEAST LINE OF SAID LOT 4; THENCE ALONG SAID NORTHEAST LINE OF LOT 4, SOUTH 38 DEGREES 33 MINUTES 02 SECONDS EAST 88.85 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 4 TO THE POINT OF BEGINNING.

PARCEL 2:

LOT 5 OF TRACT 11238, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP ON FILE IN BOOK 199, PAGE 36 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 5; THENCE ALONG THE NORTH LINE OF LOT, NORTH 75 DEGREES 44 MINUTES 34 SECONDS EAST 75.03 FEET; THENCE SOUTH 49 DEGREES 42 MINUTES 05 SECONDS WEST 61.09 FEET TO A POINT IN THE SOUTHWEST LINE OF LOT 5; THENCE NORTHWEST ALONG SAID SOUTHWEST LINE 37.76 FEET TO THE POINT OF BEGINNING.

APN NO.: 4348-014-012

**EXHIBIT "B"**

**CITY EASEMENTS WITHIN 1160 SAN YSIDRO DRIVE**

1. PORTION OF LOT 5 OF TRACT NO. 11238 IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 199, PAGE 36, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION CONSISTING OF AN 8 FOOT WIDE EASEMENT FOR SEWER AND PUBLIC UTILITY PURPOSES TO THE CITY OF BEVERLY HILLS AS SHOWN ON THE MAP OF SAID TRACT WITHIN LOT 5.
  
2. PORTION OF LOT 5 OF TRACT NO. 11238 IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 199, PAGE 36, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION CONSISTING OF AN 3 FOOT WIDE EASEMENT FOR SEWER AND PUBLIC UTILITY PURPOSES TO THE CITY OF BEVERLY HILLS AS SHOWN ON THE MAP OF SAID TRACT WITHIN LOT 5.

**EXHIBITS "C" & "D"**

**DESCRIPTION OF ENCROACHMENT EASEMENTS/AREAS WITHIN 1160 SAN  
YSIDRO DRIVE**

(See the two legal descriptions and  
related diagrams attached hereto.)

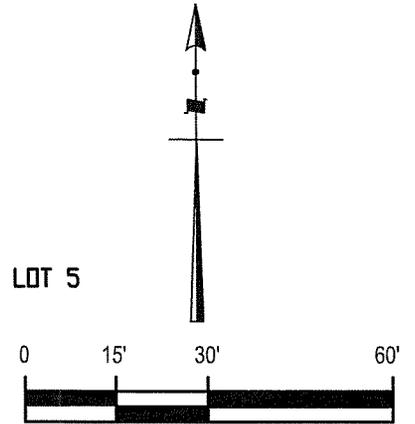
# EXHIBIT 'C'

1160 SAN YSIDRO DRIVE  
BEVERLY HILLS, CA 90210

ENCROACHMENT FOR STORM DRAIN AND INCIDENTAL PURPOSES

TABLE FOR EASEMENT LINES

NO.	BEARING	DISTANCE
①	S18°59'23"W	7.17'
②	N75°46'34"E	9.56'
③	N18°59'23"E	49.54'
④	S25°06'48"W	45.83'
⑤	S75°46'34"W	3.72'



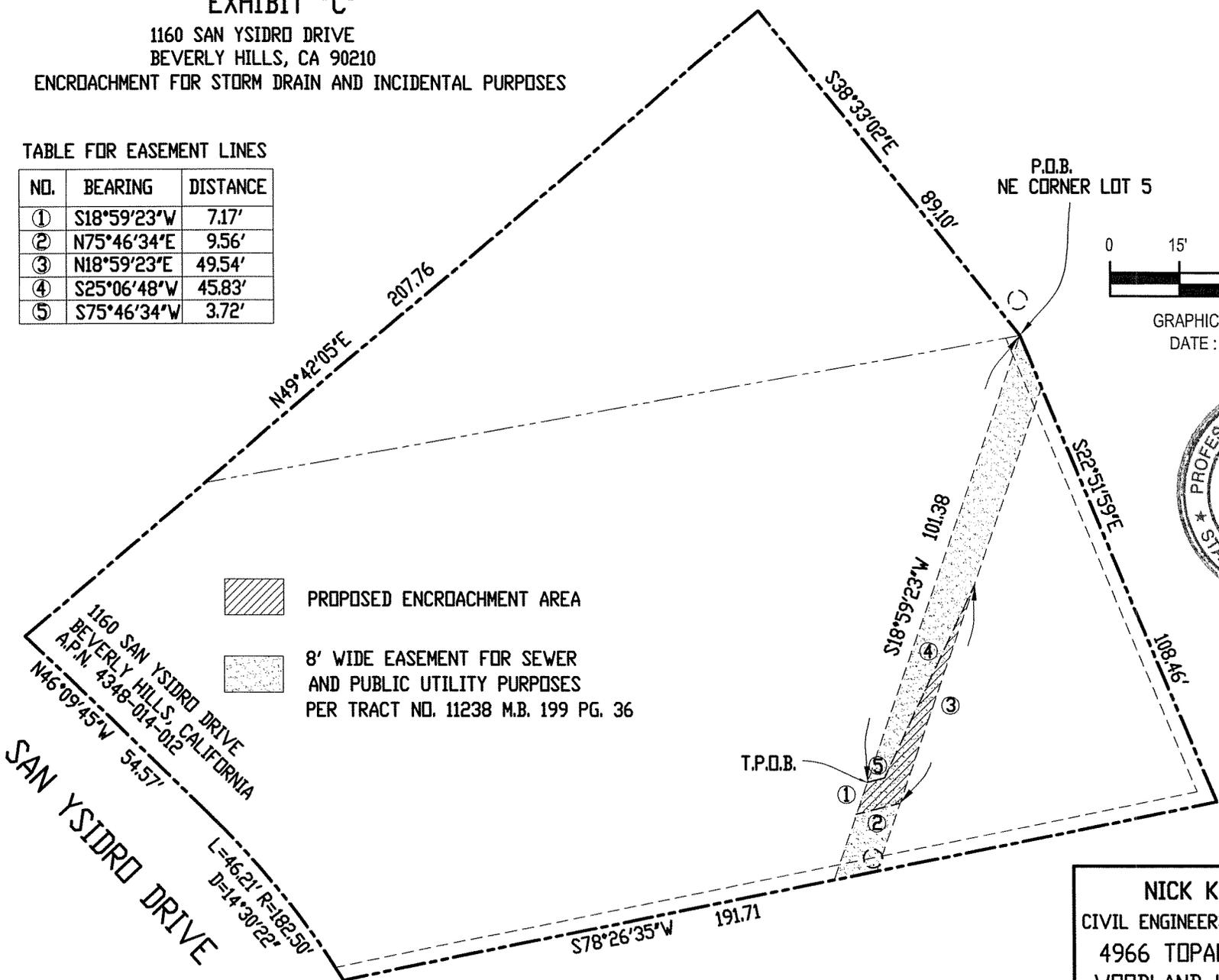
GRAPHIC SCALE: 1" = 30'  
DATE: 03-16-2015



PROPOSED ENCROACHMENT AREA



8' WIDE EASEMENT FOR SEWER  
AND PUBLIC UTILITY PURPOSES  
PER TRACT NO. 11238 M.B. 199 PG. 36

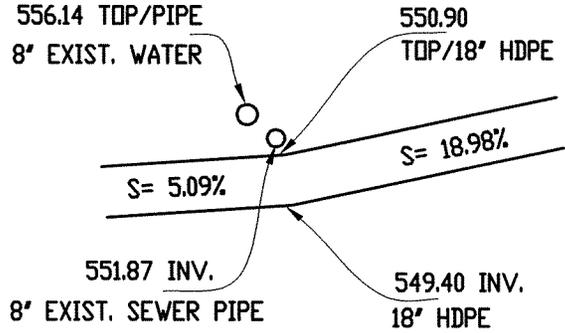


**NICK KAZEM, INC.**  
CIVIL ENGINEERS & LAND SURVEYORS  
4966 TOPANGA CYN. BLVD.,  
WOODLAND HILLS, CA 91364  
818/ 999-9890

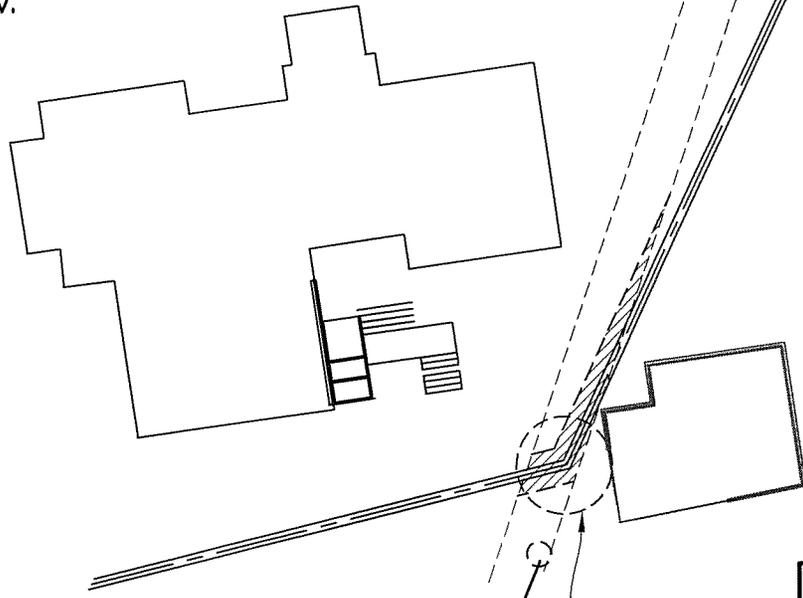
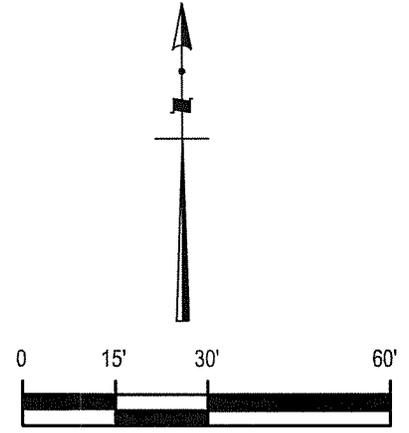
# EXHIBIT 'C'

1160 SAN YSIDRO DRIVE  
BEVERLY HILLS, CA 90210

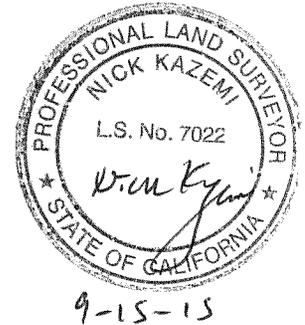
ENCROACHMENT PLAN VIEW / DETAIL & EXISTING SEWER  
FOR STORM DRAIN & INCIDENTAL PURPOSES



(574.80) LID  
(565.33) INV



(554.83) LID  
(550.14) INV



NICK KAZEM, INC.  
CIVIL ENGINEERS & LAND SURVEYORS  
4966 TOPANGA CYN. BLVD.,  
WOODLAND HILLS, CA 91364  
818/ 999-9890

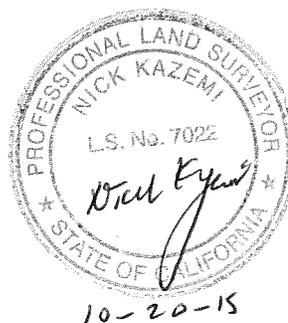
**EXHIBIT 'C'**  
1160 SAN YSIDRO DRIVE  
BEVERLY HILLS, CA 90210

## LEGAL DESCRIPTION

### ENCROACHMENT FOR STORM DRAIN AND INCIDENTAL PURPOSES

THAT PORTION OF LOT 5 OF TRACT NO. 11238 IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 199, PAGE 36, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION BEING CONTAINED WITHIN AN 8 FEET WIDE EASEMENT FOR SEWER & PUBLIC UTILITY PURPOSES TO THE CITY OF BEVERLY HILLS AS SHOWN ON MAP OF SAID TRACT WITHIN SAID LOT 5 DESCRIBED AS FOLLOWS :

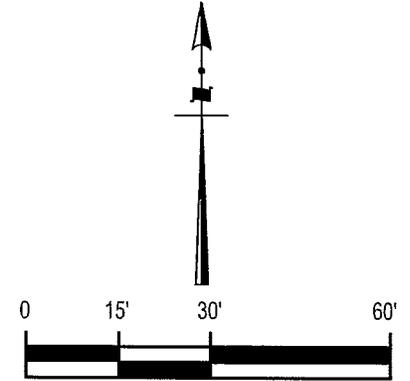
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTHWESTERLY ALONG NORTHWESTERLY LINE OF SAID 8 FEET WIDE EASEMENT SOUTH 18°59'23" WEST 101.38 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE SOUTH 18°59'23" WEST 7.17 FEET; THENCE NORTH 75°46'34" EAST 9.56 FEET TO SOUTHEASTERLY LINE OF SAID 8 FEET WIDE EASEMENT; THENCE CONTINUING NORTHEASTERLY ALONG SOUTHEASTERLY LINE OF SAID 8 FEET WIDE EASEMENT NORTH 18°59'23" EAST 49.54 FEET ; THENCE SOUTH 25°06'48" WEST 45.83 FEET; THENCE SOUTH 75°46'34" WEST 3.72 FEET TO THE TRUE POINT OF BEGINNING.



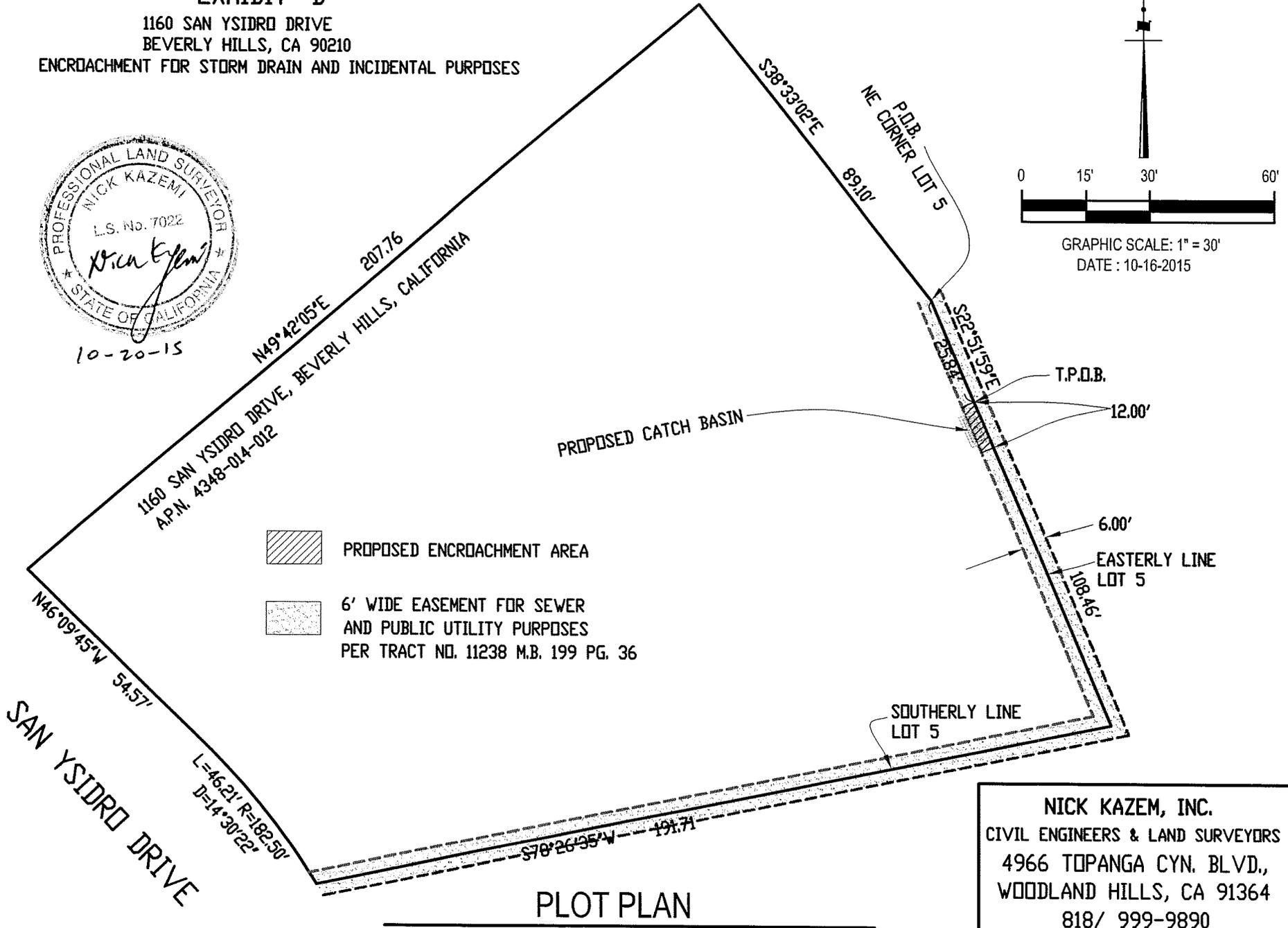
**NICK KAZEM, INC.**  
CIVIL ENGINEERS & LAND SURVEYORS  
4966 TOPANGA CYN. BLVD.,  
WOODLAND HILLS, CA 91364  
818/ 999-9890

SHEET 3 OF 3

**EXHIBIT 'D'**  
 1160 SAN YSIDRO DRIVE  
 BEVERLY HILLS, CA 90210  
 ENCROACHMENT FOR STORM DRAIN AND INCIDENTAL PURPOSES



GRAPHIC SCALE: 1" = 30'  
 DATE: 10-16-2015



-  PROPOSED ENCROACHMENT AREA
-  6' WIDE EASEMENT FOR SEWER AND PUBLIC UTILITY PURPOSES PER TRACT NO. 11238 M.B. 199 PG. 36

PLOT PLAN

**NICK KAZEM, INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 4966 TOPANGA CYN. BLVD.,  
 WOODLAND HILLS, CA 91364  
 818/ 999-9890

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SHEET 1 OF 2

**EXHIBIT 'D'**  
1160 SAN YSIDRO DRIVE  
BEVERLY HILLS, CA 90210

## LEGAL DESCRIPTION

### ENCROACHMENT FOR STORM DRAIN AND INCIDENTAL PURPOSES

THAT PORTION OF LOT 5 OF TRACT NO. 11238 IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 199, PAGE 36, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION BEING CONTAINED WITHIN A 3 FEET WIDE EASEMENT FOR SEWER & PUBLIC UTILITY PURPOSES TO THE CITY OF BEVERLY HILLS AS SHOWN ON MAP OF SAID TRACT WITHIN SAID LOT 5 DESCRIBED AS FOLLOWS :

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTHEASTERLY ALONG EASTERLY LINE OF SAID LOT 5 SOUTH 22°51'59" EAST 25.84 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID EASTERLY LINE SOUTH 22°51'59" EAST 12.00 FEET ; THENCE SOUTHWESTERLY PERPENDICULAR TO SAID EASTERLY LINE SOUTH 67°08'01" WEST 3.00'; THENCE NORTHWESTERLY PARALLEL WITH SAID EASTERLY LINE NORTH 22°51'59" WEST 12.00 FEET; THE NORTHEASTERLY PERPENDICULAR TO SAID EASTERLY LINE NORTH 67°08'01" EAST 3.00 FEET TO THE TRUE POINT OF BEGINNING.



10-20-15

**NICK KAZEM, INC.**  
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