



AGENDA REPORT

Meeting Date: April 15, 2008
Item Number: F-7
To: Honorable Mayor & City Council
From: Ara Maloyan, P.E., Deputy City Engineer
Subject: AN ENCROACHMENT PERMIT AND COVENANT BETWEEN THE CITY OF BEVERLY HILLS AND BEVERLY WILSHIRE OWNER, LP FOR 231-265 NORTH BEVERLY DRIVE FOR PERMANENT ENCROACHMENTS
Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council move to approve an Encroachment Permit and Covenant between the City of Beverly Hills and Beverly Wilshire Owner, LP for 231-265 North Beverly Drive for permanent encroachments.

INTRODUCTION

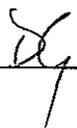
This report is a request for approval of a Permanent Encroachment Permit and Covenant for five encroachments to be constructed in conjunction with the building at 231-265 North Beverly Drive, under the public right of way.

DISCUSSION

On December 5, 2007, the City Council approved the Planned Development and line lot adjustment for 231-265 North Beverly Drive to allow construction of a retail, commercial, and entertainment talent agency project. This Encroachment Permit and Covenant is necessary to reflect the proposed permanent encroachments. In summary, there are five encroachments to accommodate the parking garage and tiebacks in Beverly Drive and Dayton Way, the garage exhaust duct in Beverly Drive, and the shoring in the alley west of Beverly Drive between Dayton Way and Wilshire Boulevard.

FISCAL IMPACT

There is no fiscal impact to the City associated with the approval of the Encroachment Permit and Covenant.



David Gustavson
Approved By

Recording Requested 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

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

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

Beverly Wilshire Owner
231-265 North Beverly Drive
Beverly Hills, CA 90210

1. Permit Conditionally Granted. Subject to the terms and conditions set forth in this Permit, an encroachment permit is hereby granted pursuant to the provisions of Section 6-3-5 of the Municipal Code to Beverly Wilshire Owner (hereinafter "Permittee") to construct and maintain the following encroachments in conjunction with the construction of a Class A six story office building with retail and commercial uses on the ground floor (the "Project") at 231 -265 North Beverly Drive, Beverly Hills, California 90210 (the "Property") and legally described as follows:

The northerly fifteen feet of lot 10 and all of lots lit 12, 13, 14, 15, and 16 in Block 10 of "Beverly" in the City of Beverly Hills, County of Los Angeles, State of California , as per Map recorded in Book Ii Page 94 of Maps, in the Office of the County Recorder of said County.

Permittee is the owner of the Property.

- a. An encroachment for a subsurface parking garage 28 feet wide and 295 feet long with an additional strip 11 feet wide and 29.50 feet long running parallel to the easterly property line of the Project, as is more particularly described in Exhibit "A" attached hereto.
- b. An encroachment for a subsurface parking garage 6.5 feet wide and 154.73 feet long running parallel to the northerly property line of the Project, as is more particularly described in Exhibit "B" attached hereto.
- c. An encroachment for a subsurface parking garage exhaust duct 4.00 feet wide and 6.06 feet long under Beverly Drive east of the property line of the Project, as is more particularly described in Exhibit "C" attached hereto.

- d. An encroachment for shoring to remain in place in the alley running parallel to the westerly property line of the Project, as is more particularly described in Exhibit “D” attached hereto.
- e. An encroachment for tiebacks to remain in place under Beverly Drive and Dayton Way running parallel to the westerly and northerly property lines of the Project, as is more particularly described in Exhibit “E” attached hereto.

The areas described in Exhibits A through E, collectively, shall be referred to herein as the “Encroachment Area.” Permittee’s encroachments into the Encroachment Area shall be referred to as the “Encroachments.”

- 2. Acceptance of Conditions. This permit is issued subject to the conditions contained herein, and by its acceptance of this permit, Permittee agrees to such conditions.
- 3. Conditions. This permit is granted subject to the following conditions.
 - a. Permit Required. Permittee shall obtain any building permits required by the City for construction on the Property or within the Encroachment Area.
 - b. Covenant to Maintain. Permittee covenants and agrees to keep and maintain in good condition and repair the improvements within the Encroachment Area.
 - c. 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), 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, in connection with development of the Project wheresoever the same may occur, (ii) any breach or default in the performance of any of Permittee’s obligations under this permit, (iii) any construction work in and around the Encroachment Area, (iv) the City’s consent to the Encroachments, or (v) the City’s removal of the Encroachments pursuant to Section 12. The City reserves the right, in cases subject to this defense obligation, to approve the attorney selected to defend the City.
 - d. Insurance.
 - i. Permittee shall procure at Permittee’s sole cost and expense and keep in effect from the date of this permit 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 minimum limits of two million dollars (\$2,000,000) combined single limit or four million dollars (\$4,000,000), in the aggregate. 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 and shall provide that such coverage shall be primary and that the insurance maintained by City shall be excess insurance only. The terms of the policy shall be subject to City approval. 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 officers, employees, agents and contractors 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.

- ii. Permittee shall procure at Permittee's sole cost and expense, workers compensation insurance as required by law.
- e. Failure to Obtain Insurance. If Permittee fails 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.
- f. 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 "Bests 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 satisfactory to City. City may also require Permittee to deliver 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.
- g. 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 to the Encroachments. 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 associated with the Encroachments, 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 by this permit, give notice to the insurance carrier that the foregoing waiver of subrogation is contained in this instrument.

- h. Permittee on behalf of itself, its successors and assigns shall comply with all laws, ordinances, regulations and rules of the City.

4. Special Conditions.

- a. Permittee, at its sole cost and expense, shall maintain in good repair and clean, safe condition, free of litter, accumulated grime or debris, the substructure within the Encroachment Area.
- b. 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 franchised utility owning and/or maintaining such underground utility facilities the amount of any damages sustained by such underground utility.
- c. Permittee, at its sole cost and expense, at the conclusion of construction of the Encroachments shall fully repair the base and surface materials of the right of way so that they are in a safe and aesthetic condition, and shall replace and repair any damage to the base or surface materials caused by any source whatsoever during the period of construction. Upon Permittee's failure to repair and maintain the base and surface materials to the satisfaction of City, the City shall give written notice of necessary repairs and maintenance to Permittee, and Permittee shall complete such repairs and maintenance within thirty days thereafter at Permittee's sole cost and expense.
- d. Permittee shall not impose charges upon the City, utilities or any other person 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.
- e. Permittee acknowledges that the Encroachment Area is a public right of way, and agrees not to interfere with established procedures for maintenance activities required for any improvement in the Encroachment Area.
- f. Prior to completing plans for installation of improvements in the Encroachment Area, Permittee agrees to retain a registered professional civil engineer to thoroughly review all structures and proposed future structures in the Encroachment Area with all applicable departments of the City, utilities, or others whose activities or structures may affect the area. Building plans shall be submitted to the applicable department of the City for approval.

- g. Permittee shall obtain a certificate of occupancy for the Project within 48 months after execution of this permit.
- 5. City's Right of Entry. In the event Permittee fails to maintain the Encroachments in good condition or repair, or in the event that Permittee fails to alter, repair or remove the Encroachments upon demand by the City pursuant to Section 12, then City shall be entitled to enter onto the Property and the Encroachment Area and to perform such maintenance, alteration, repair or removal, and Permittee, its successors in interest and assigns, shall pay the City, upon demand, the reasonable cost of performing such maintenance or removal.
- 6. City's Lien Right.
 - a. If any demand for reimbursement or other money payable to City pursuant to this permit is not paid within thirty (30) days after the due date, the indebtedness shall bear interest from the due date at the rate of eighteen percent (18%) per annum or the legal rate of interest, whichever is less, and City may, at its option, bring an action at law against Permittee to pay the same, or foreclose City's lien against Permittee's 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 permit, 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 mailed to Permittee at the street address of Permittee's Property, a Notice of Default in the form prescribed by Section 2924 of the California Civil Code, together with a demand upon such 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 mailing 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.
7. Covenants Run with Land. The covenants contained herein shall run with the land and shall be a burden or benefit upon Permittee's property or City's property, 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.
8. 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. If any condition of this permit shall for any reason be held to be invalid, illegal or unenforceable by any court of competent jurisdiction, and Permittee refuses to abide by the condition despite such holding, this permit shall be null and void..
9. 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.
10. Term. It is the intention of the parties that this Encroachment Permit and Covenant shall continue in effect for as long as the Project remains in existence. Upon removal, demolition or destruction of the Project for any reason, this Encroachment Permit and Covenant shall terminate, provided however, that if the Project is involuntarily demolished or destroyed and rebuilding of the Project commences within forty-eight months after demolition or destruction, then this Encroachment Permit and Covenant shall remain in effect.
11. Default. Failure by Permittee to perform any obligation under this permit for a period of thirty (30) days from the receipt of written notice of such failure shall constitute a default under this Agreement, subject to extensions of time by mutual consent in writing. Said notice shall specify in detail the nature of the alleged failure and the manner in which said failure may be satisfactorily cured. If the nature of the failure is such that it cannot reasonably be cured within such thirty (30) day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

Subject to the foregoing, after notice and expiration of the thirty (30) day period, for any default for which the City cannot be made whole through monetary compensation, for which the City cannot cure and charge Permittee, or for which a less drastic legal or equitable remedy cannot be fashioned (a "terminating default"), City may revoke this permit and require removal of the Encroachments pursuant to Section 12 a, below. In any case involving a default that is not a terminating default (a "non terminating default")

the City shall be entitled to monetary compensation in an amount equal to any and all damages sustained by reason of the non terminating default. In any case involving a non terminating default, the City may enter upon the Property upon 24 hours written notice to cure the default. In such a case, the City shall be entitled to recover its actual costs incurred in such cure plus an administrative fee equal to 25% of its costs incurred. Furthermore, Permittee stipulates and agrees that along with any other legal and equitable remedies to which the City is entitled, in the event of a non terminating default, the City may seek and obtain a mandatory injunction ordering Permittee to cure any non terminating default.

12. Removal.

a. Upon expiration of the term, or revocation of this permit after a terminating default, the City may require removal of the Encroachments from the Encroachment Area upon giving at least thirty (30) days prior written notice, which notice shall be delivered through the United States Mail, addressed to Permittee at the latest address provided to City by Permittee, and then Permittee (or any successors of Permittee) shall promptly remove any and all improvements or structures constructed or placed by Permittee in, under, on or over the Encroachment Area and shall surrender and release to City all possession, use, right, interest and occupation of the Encroachment Area without cost to City.

b. Upon a determination by the Director of Public Works that the Encroachments create a threat to the public health or safety, the City may require that the Encroachments be immediately repaired, altered or, if necessary, removed from the Encroachment Area to eliminate the threat to the public health or safety. The City shall give notice of the need to repair, alter or, if necessary, remove the Encroachments through personal delivery or overnight mail service addressed to Permittee at the Property or any other address provided to City by Permittee for the purpose of delivering notices pursuant to this permit. Permittee (or any successors of Permittee) shall repair, alter or, if necessary, remove promptly any and all improvements or structures constructed or placed by Permittee in, under, on or over the Encroachment Area and, in the event of removal of the Encroachments, shall surrender and release to City all possession, use, right, interest and occupation of the Encroachment Area without cost to City.

Executed this _____ day of _____ 2008 in the City of Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

Barry Brucker
Mayor of the City of Beverly Hills, California

ATTEST:

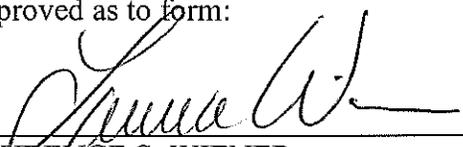
_____(SEAL)
Byron Pope, City Clerk

Beverly Wilshire Owner, LP
A Delaware limited Partnership

By: GCS Wilshire, LLC,
A Delaware limited liability company,
Its General Partner

By: 
Mike May, Vice President

Approved as to form:



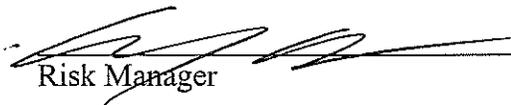
LAURENCE S. WIENER,
City Attorney

Approved as to content:

ROD WOOD, City Manager



City Engineer *M*



Risk Manager

EXHIBIT "A"

**LEGAL DESCRIPTION OF PARKING GARAGE
EASEMENT FOR BEVERLY DRIVE**

(Attached.)

LEGAL DESCRIPTION

PARKING GARAGE EASEMENT

FOR BEVERLY DRIVE

1
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6 Strips of land, being a portion of Beverly Drive, 84 feet wide, as shown on of Beverly
7 Tract, in the City of Beverly Hills, County of Los Angeles, State of California, as shown
8 on map recorded in Book 11, page 94 of Maps in the office of the Recorder of said
9 County, the southwesterly line of said strips being described as follows:

10
11 STRIP NO. 1

12
13 A strip 28.00 feet wide, beginning at a point on the southwesterly line of said Beverly
14 Drive, said point distant South 39°33'02" East 318.00 feet from the most northerly corner
15 of Lot 16 in Block 10 of said Beverly Tract, said corner being the intersection of the
16 southwesterly line of said Beverly Drive and the southeasterly line of Dayton Way, 60
17 feet wide, as shown on said Beverly Tract; thence North 39°33'02" West 295.00 feet
18 along said southwesterly line to a point herein now referred to as Point "A."

19
20 STRIP NO. 2

21
22 A strip 11.00 feet wide, beginning at herein before described Point "A"; thence along said
23 southwesterly line of Beverly Drive and its northwesterly produced line North 39°33'02"
24 West 29.50 feet.

25
26 This legal description is delineated on accompanying "Legal Description Sketch" and is
27 made a part hereof for reference purposes.
28

1 This legal description is not intended to be used in the conveyance of land in violation of
2 the Subdivision Map Act of the State of California.

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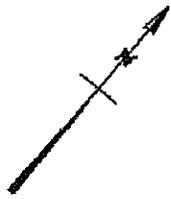
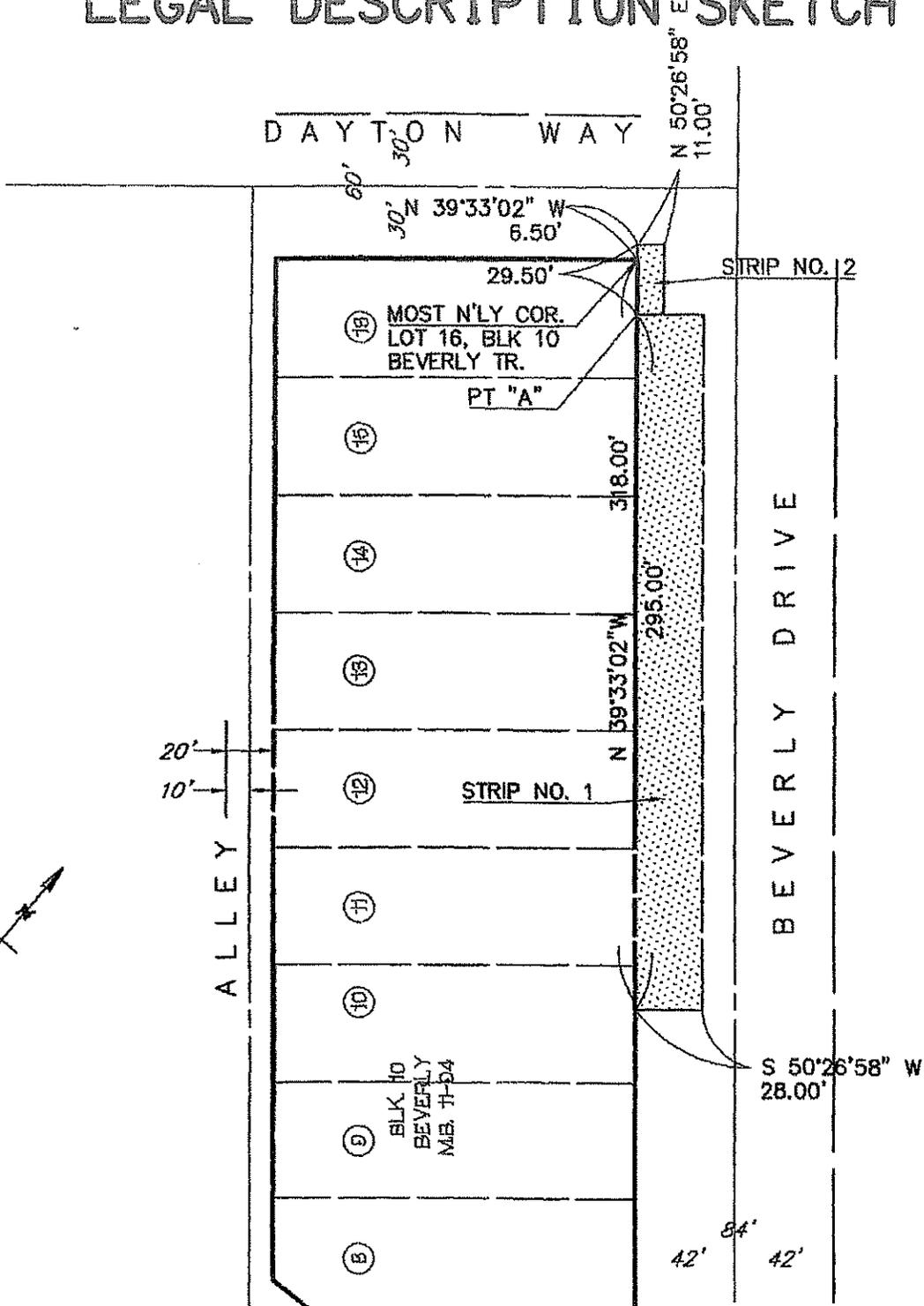
Prepared under the direction of

A handwritten signature in cursive script, appearing to read "Douglas R. Howard".

Douglas R. Howard, PLS 6169

PSOMAS

LEGAL DESCRIPTION SKETCH



PSOMAS

555 South Flower Street, Suite 4400
 Los Angeles, CA 90071
 (213) 223-1400 (213) 223-1444 (FAX)

INDICATES PROPERTY COVERED BY LEGAL DESCRIPTION

EXHIBIT "B"

LEGAL DESCRIPTION OF PARKING GARAGE
EASEMENT FOR DAYTON WAY

(Attached.)

LEGAL DESCRIPTION
PARKING GARAGE EASEMENT
FOR DAYTON WAY

A strip of land, 6.5 feet wide, being a portion of Dayton Way, 60 feet wide, as shown on of Beverly Tract, in the City of Beverly Hills, County of Los Angeles, State of California, as shown on map recorded in Book 11, page 94 of Maps in the office of the Recorder of said County, the southeasterly line being described as follows:

Beginning at the most northerly corner of Lot 16 in Block 10 of said Beverly Tract; thence South 50°27'52" West 154.73 feet southwesterly along the southeasterly line and its southwesterly produced line of said Dayton Way.

The sideline of said strip shall be lengthened or shortened so as to terminate in the northwesterly prolongation of the southwesterly line of Beverly Drive and the northwesterly prolongation of a line parallel with and distant 2.12 feet southwesterly of the northeasterly line of the 20 foot wide Alley within Block 10 of said Beverly Tract.

This legal description is delineated on accompanying "Legal Description Sketch" and is made a part hereof for reference purposes.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California.



3/19/2008

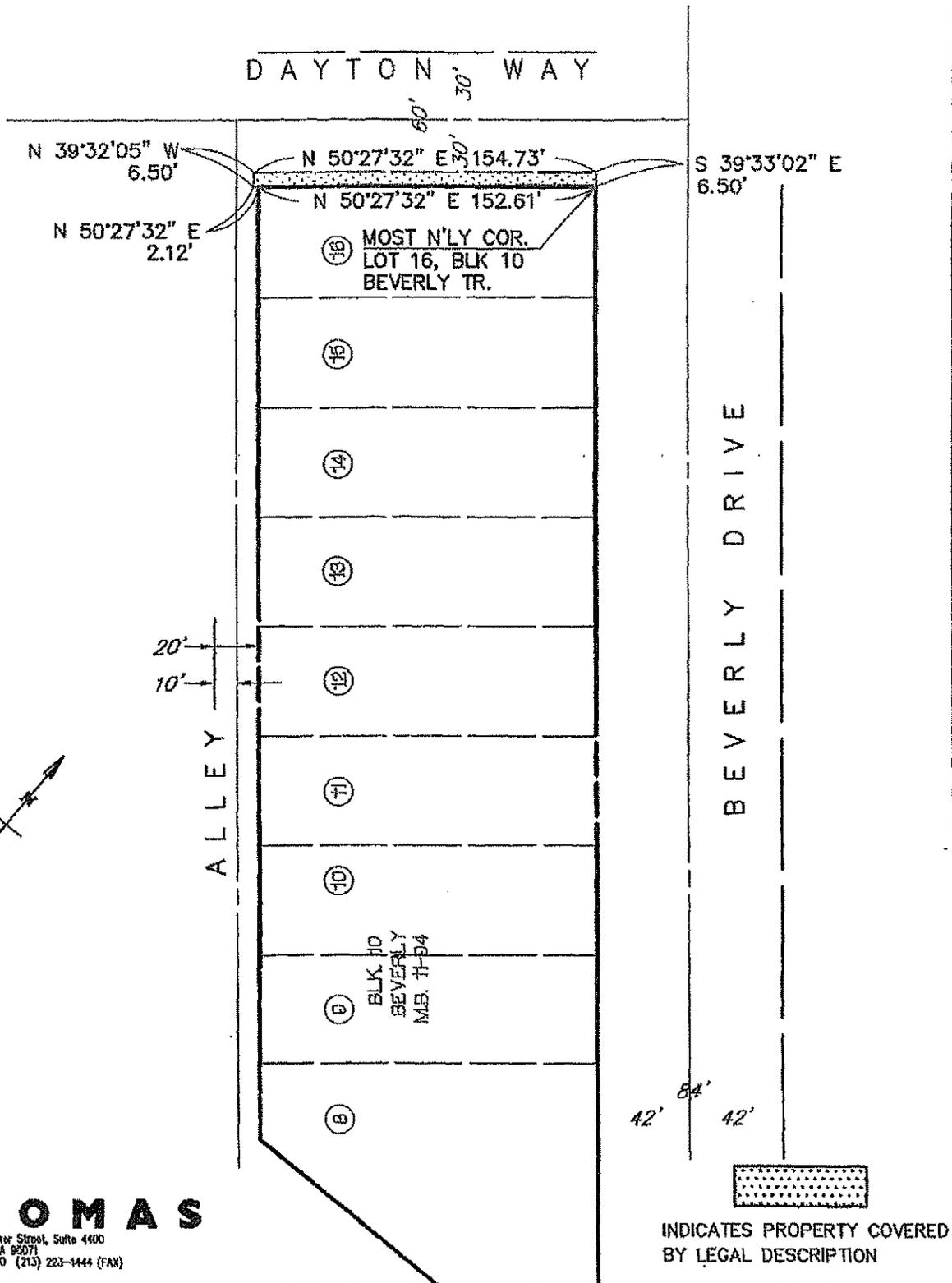
Prepared under the direction of

Douglas R. Howard

Douglas R. Howard, PLS 6169

PSOMAS

LEGAL DESCRIPTION SKETCH



PSOMAS

555 South Flower Street, Suite 4400
 Los Angeles, CA 90071
 (213) 223-1400 (213) 223-1444 (FAX)

EXHIBIT "C"

**LEGAL DESCRIPTION OF
GARAGE EXHAUST DUCT EASEMENT**

(Attached.)

LEGAL DESCRIPTION

GARAGE EXHAUST DUCT EASEMENT

1
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5 A volume of subsurface, 6.08 feet wide and 4.00 feet high, being a portion of Beverly
6 Drive, 84 feet wide, as shown on Beverly Tract, in the City of Beverly Hills, County of
7 Los Angeles, State of California, as per map recorded in Book 11, page 94 of Maps in the
8 office of the Recorder of said County, the southwesterly line of the lower elevation plane
9 being described as a whole as follows:

10
11 Beginning at a point on the southwesterly line of Beverly Drive, 84 feet wide, as shown
12 on said Beverly Tract, said point distant South 39°33'02" East 26.00 feet from the most
13 northerly corner of Lot 16 in Block 10 of said Beverly Tract; thence North 50°26'58" East
14 8.37 feet to a Point "A" in line parallel with and distant 8.37 feet northeasterly of said
15 southwesterly line of said Beverly Drive, said point being the True Point of Beginning,
16 having an elevation of 222.75 feet; thence along said parallel line and lower elevation
17 plane, South 39°33'02" East 36.00 feet to Point "B" having an elevation of 222.75 feet;
18 thence continuing along said parallel line and lower elevation plane, South 39°33'02"
19 East 60.00 feet to Point "C" on the lower elevation plane, having an elevation of 224.63
20 feet; thence continuing along said parallel line and lower elevation plane, South
21 39°33'02" East 30.00 feet to Point "D" on the lower elevation plane having an elevation
22 of 224.63 feet; thence continuing along said parallel line South 39°33'02" East 30.00 feet
23 to Point "E" on the lower elevation plane, having an elevation of 224.40 feet; thence
24 continuing along said parallel line, South 39°33'02" East 75.08 feet to Point "F" on the
25 lower elevation plane, having an elevation of 222.83 feet.

26
27 Said Elevations are based upon City of Beverly Hills Bench Mark No. 278, described as a
28 brass cap 6.6 feet East of the curb on the Southeast corner of Wilshire Boulevard and
29 Camden Drive, Elevation = 239.55 feet (1987 adjustment)

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This legal description is delineated on accompanying "Legal Description Sketch" and "Legal Description Cross Section" and is made a part hereof for reference purposes.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California.



3/19/2008

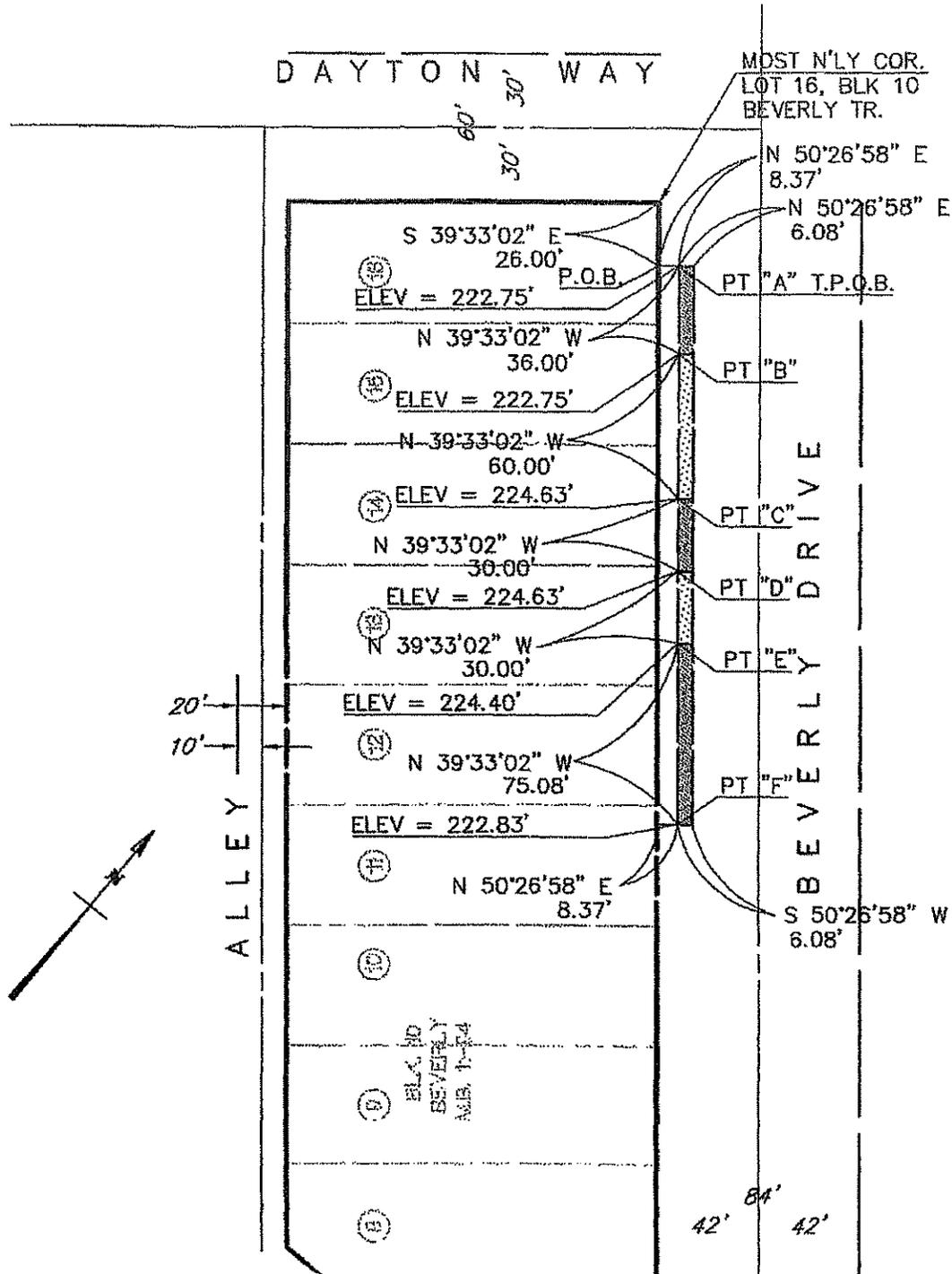
Prepared under the direction of

A handwritten signature in black ink, appearing to read "Douglas R. Howard", written over a horizontal line.

Douglas R. Howard, PLS 6169

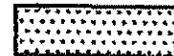
PSOMAS

LEGAL DESCRIPTION SKETCH



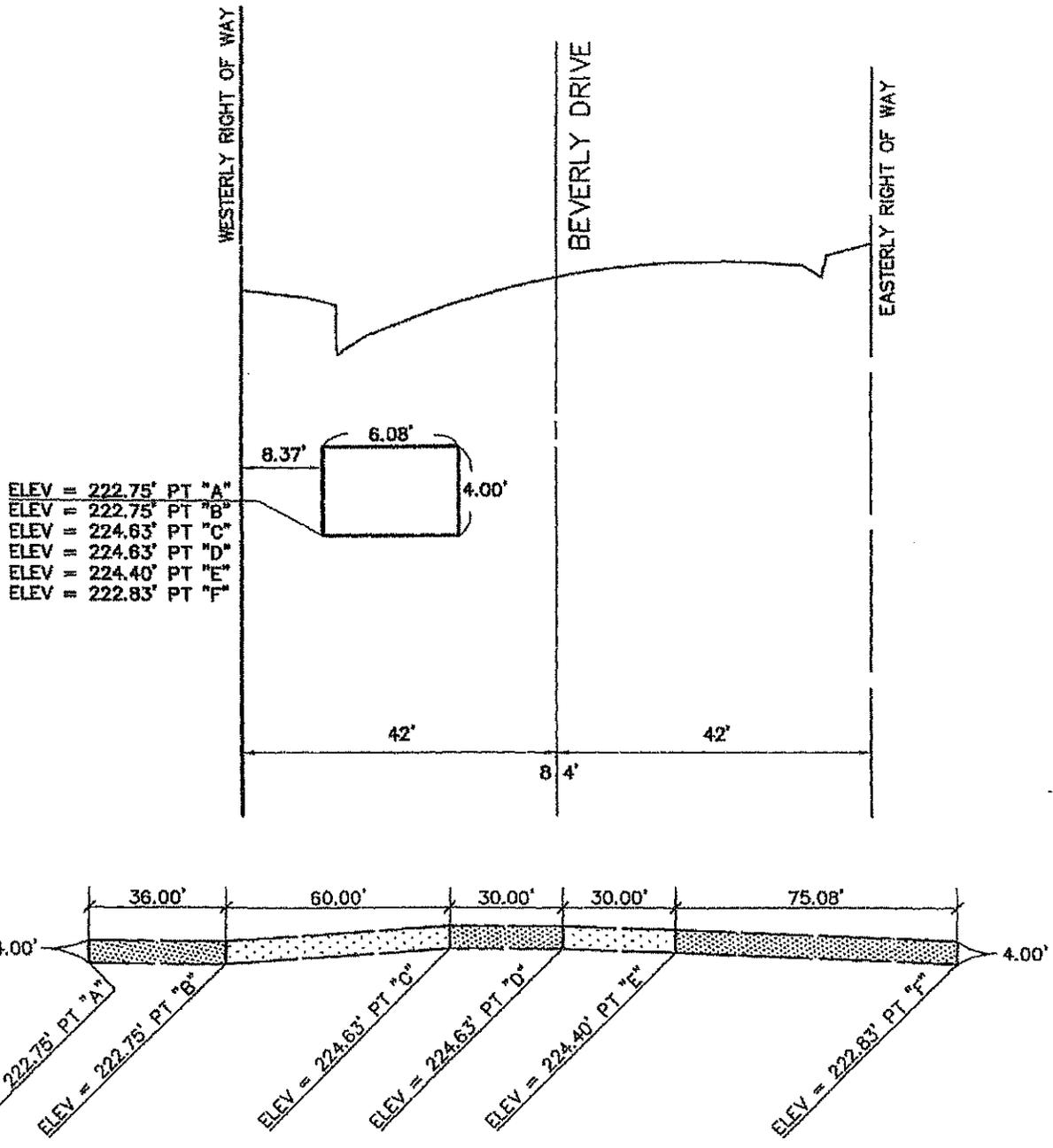
PSOMAS

355 South Flower Street, Suite 4400
Los Angeles, CA 90071
(213) 223-1400 (213) 223-1444 (FAX)



INDICATES PROPERTY COVERED
BY LEGAL DESCRIPTION

LEGAL DESCRIPTION CROSS SECTION



PSOMAS

555 South Flower Street, Suite 4400
 Los Angeles, CA 90071
 (213) 223-1400 (213) 223-1444 (FAX)

LEGAL DESCRIPTION

EASEMENT FOR SHORING TO REMAIN IN-PLACE

FOR ALLEY SOUTHWEST OF BEVERLY DRIVE

A strip of land, 2.12 feet wide, being a portion of the alley, 20 feet wide, lying within Block 10 of Beverly Tract in the City of Beverly Hills, County of Los Angeles, State of California, as shown on map recorded in Book 11, page 94 of Maps in the office of the Recorder of said County, the northeasterly line of said strip being described as follows:

Beginning at a point on the northeasterly line of said Alley, said point also being the most westerly corner of Lot 16 in Block 10 of said Beverly Tract; thence South 39°32'05" East 315.00 feet along said northeasterly line.

Except therefrom that surface and subsurface volume extending from the existing surface vertically downward a depth of 8.00 feet lying southwesterly of a line parallel with and distant 0.12 feet southwesterly of the northeasterly line of said Alley.

This legal description is delineated on accompanying "Legal Description Sketch" and "Legal Description Cross Section" are made a part hereof for reference purposes.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California.

Prepared under the direction of



3/19/2008

Douglas R. Howard

Douglas R. Howard, PLS 6169

PSOMAS

EXHIBIT "D"

**LEGAL DESCRIPTION OF EASEMENT FOR
SHORING TO REMAIN IN PLACE**

(Attached.)

LEGAL DESCRIPTION SKETCH

DAYTON WAY

60'
30'

MOST W'LY COR.
LOT 16, BLK 10
BEVERLY TR.

515.00'

S 39°32'05"E

20'
10'

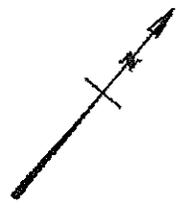
ALLEY

S 50°27'55" W
2.12'

BLK 10
BEVERLY
MS. 7-84

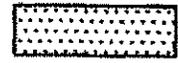
BEVERLY DRIVE

42' 84' 42'



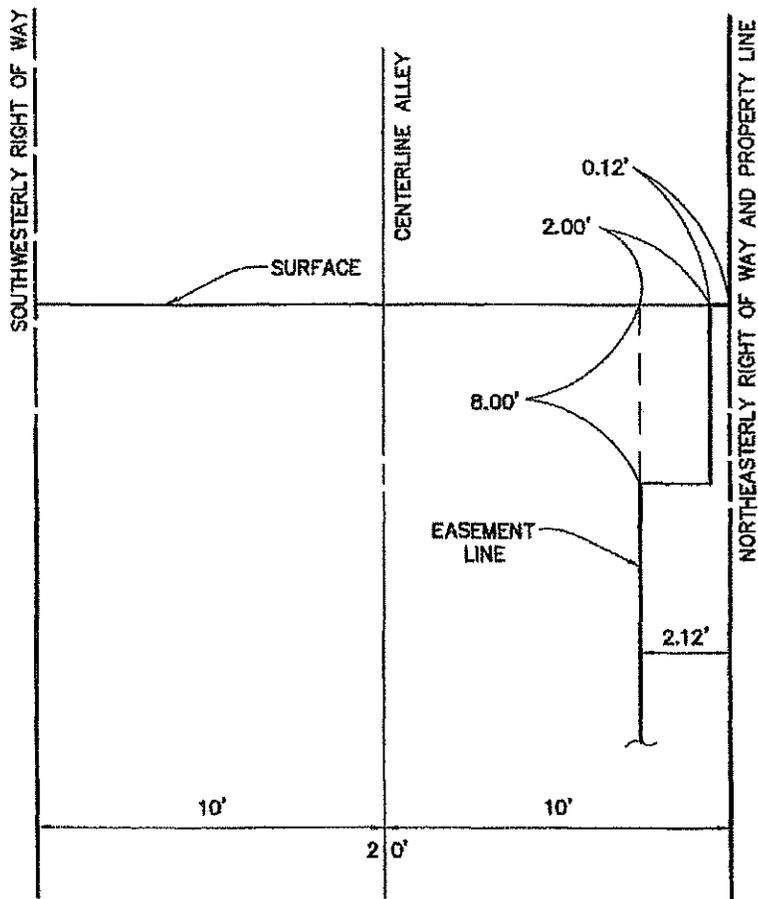
PSOMAS

555 South Flower Street, Suite 4400
Los Angeles, CA 90071
(213) 233-1406 (213) 223-1444 (FAX)



INDICATES PROPERTY COVERED
BY LEGAL DESCRIPTION

LEGAL DESCRIPTION CROSS SECTION



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EXHIBIT "E"

LEGAL DESCRIPTION FOR TIEBACK EASEMENTS

(Attached.)

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LEGAL DESCRIPTION
TIEBACK EASEMENTS

VOLUME 1

A strip of land 84.00 feet in width, being a subsurface volume of Beverly Drive, 84 feet wide, as shown on Beverly Tract, in the City of Beverly Hills, County of Los Angeles, State of California, as per map recorded in Book 11, page 94 of Maps in the office of the Recorder of said County, the upper horizontal plane having an elevation of 224.50 feet, the southwesterly line of said strip being described as follows:

Beginning at a point on the northeasterly line of Block 10 of said Beverly Tract, distant South 39°33'02" East 295.25 feet from the most northerly corner of Lot 16 in Block 10 of said Beverly Tract; thence North 39°33'02" West 31.25 feet, northwesterly along the northeasterly line of said Block 10 and the southwesterly line of said Beverly Drive.

VOLUME 2

A strip of land 84.00 feet in width, being a subsurface volume of Beverly Drive, 84 feet wide, as shown on Beverly Tract, in the City of Beverly Hills, County of Los Angeles, State of California, as per map recorded in Book 11, page 94 of Maps in the office of the Recorder of said County, the upper horizontal plane having an elevation of 225.50 feet, the southwesterly line of said strip being described as follows:

Beginning at a point on the northeasterly line of Block 10 of said Beverly Tract, distant South 39°33'02" East 264.00 feet from the most northerly corner of Lot 16 in Block 10 of said Beverly Tract; thence North 39°33'02" West 54.50 feet, northwesterly along the northeasterly line of said Block 10 and the southwesterly line of said Beverly Drive.

VOLUME 3

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3 A strip of land 84.00 feet in width, being a subsurface volume of Beverly Drive, 84 feet
4 wide, as shown on Beverly Tract, in the City of Beverly Hills, County of Los Angeles,
5 State of California, as per map recorded in Book 11, page 94 of Maps in the office of the
6 Recorder of said County, the upper horizontal plane having an elevation of 226.50 feet,
7 the southwesterly line of said strip being described as follows:
8

9 Beginning at a point on the northeasterly line of Block 10 of said Beverly Tract, distant
10 South 39°33'02" East 209.50 feet from the most northerly corner of Lot 16 in Block 10 of
11 said Beverly Tract; thence North 39°33'02" West 54.50 feet, northwesterly along the
12 northeasterly line of said Block 10 and the southwesterly line of said Beverly Drive.
13

VOLUME 4

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16 A strip of land 84.00 feet in width, being a subsurface volume of Beverly Drive, 84 feet
17 wide, as shown on Beverly Tract, in the City of Beverly Hills, County of Los Angeles,
18 State of California, as per map recorded in Book 11, page 94 of Maps in the office of the
19 Recorder of said County, the upper horizontal plane having an elevation of 227.50 feet,
20 the southwesterly line of said strip being described as follows:
21

22 Beginning at a point on the northeasterly line of Block 10 of said Beverly Tract, distant
23 South 39°33'02" East 155.00 feet from the most northerly corner of Lot 16 in Block 10 of
24 said Beverly Tract; thence North 39°33'02" West 129.00 feet, northwesterly along the
25 northeasterly line of said Block 10 and the southwesterly line of said Beverly Drive.
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VOLUME 5

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3 A strip of land 84.00 feet in width, being a subsurface volume of Beverly Drive, 84 feet
4 wide, as shown on Beverly Tract, in the City of Beverly Hills, County of Los Angeles,
5 State of California, as per map recorded in Book 11, page 94 of Maps in the office of the
6 Recorder of said County, the upper horizontal plane having an elevation of 228.50 feet,
7 the southwesterly line of said strip being described as follows:
8

9 Beginning at a point on the northeasterly line of Block 10 of said Beverly Tract, distant
10 South 39°33'02" East 26.00 feet from the most northerly corner of Lot 16 in Block 10 of
11 said Beverly Tract; thence North 39°33'02" West 26.00 feet, northwesterly along the
12 northeasterly line of said Block 10 and the southwesterly line of said Beverly Drive to the
13 most northerly corner of said Lot 16.
14

VOLUME 6

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16
17 A strip of land 60.00 feet in width, being a subsurface volume of Dayton Way, 60 feet
18 wide, and Beverly Drive, 84 feet wide, as shown on Beverly Tract, in the City of Beverly
19 Hills, County of Los Angeles, State of California, as per map recorded in Book 11, page
20 94 of Maps in the office of the Recorder of said County, the upper horizontal plane
21 having an elevation of 228.50 feet, the southeasterly line of said strip being described as
22 follows:
23

24 Beginning at a point on the northeasterly produced southeasterly line of Dayton Way,
25 distant North 50°27'32" East 10.38 feet from the most northerly corner of Lot 16 in
26 Block 10 of said Beverly Tract; thence South 50°27'32" West 52.00 feet southwesterly
27 along said northeasterly produced line and southeasterly line of said Dayton Way.
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VOLUME 7

A strip of land 60.00 feet in width, being a subsurface volume of Dayton Way, 60 feet wide, as shown on Beverly Tract, in the City of Beverly Hills, County of Los Angeles, State of California, as per map recorded in Book 11, page 94 of Maps in the office of the Recorder of said County, the upper horizontal plane having an elevation of 227.50 feet, the southeasterly line of said strip being described as follows:

Beginning at a point on the northwesterly line of Block 10 of said Beverly Tract, distant South 50°27'32" West 41.62 feet from the most northerly corner of Lot 16 in Block 10 of said Beverly Tract; thence South 50°27'32" West 15.50 feet, southwesterly along the northwesterly line of said Block 10 and southeasterly line of said Dayton Way.

VOLUME 8

A strip of land 60.00 feet in width, being a subsurface volume of Dayton Way, 60 feet wide, as shown on Beverly Tract, in the City of Beverly Hills, County of Los Angeles, State of California, as per map recorded in Book 11, page 94 of Maps in the office of the Recorder of said County, the upper horizontal plane having an elevation of 231.00 feet, the southeasterly line of said strip being described as follows:

Beginning at a point on the northwesterly line of Block 10 of said Beverly Tract, distant South 50°27'32" West 57.12 feet from the most northerly corner of Lot 16 in Block 10 of said Beverly Tract; thence South 50°27'32" West 84.00 feet, southwesterly along the northwesterly line of said Block 10 and southeasterly line of said Dayton Way.

Said Elevations are based upon City of Beverly Hills Bench Mark No. 278, described as a brass cap 6.6 feet East of the curb on the Southeast corner of Wilshire Boulevard and Camden Drive, Elevation = 239.55 feet (1987 adjustment)

PSOMAS

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This legal description is delineated on accompanying "Legal Description Sketch" and "Legal Description Cross Section" and is made a part hereof for reference purposes.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California.



3/19/2008

Prepared under the direction of

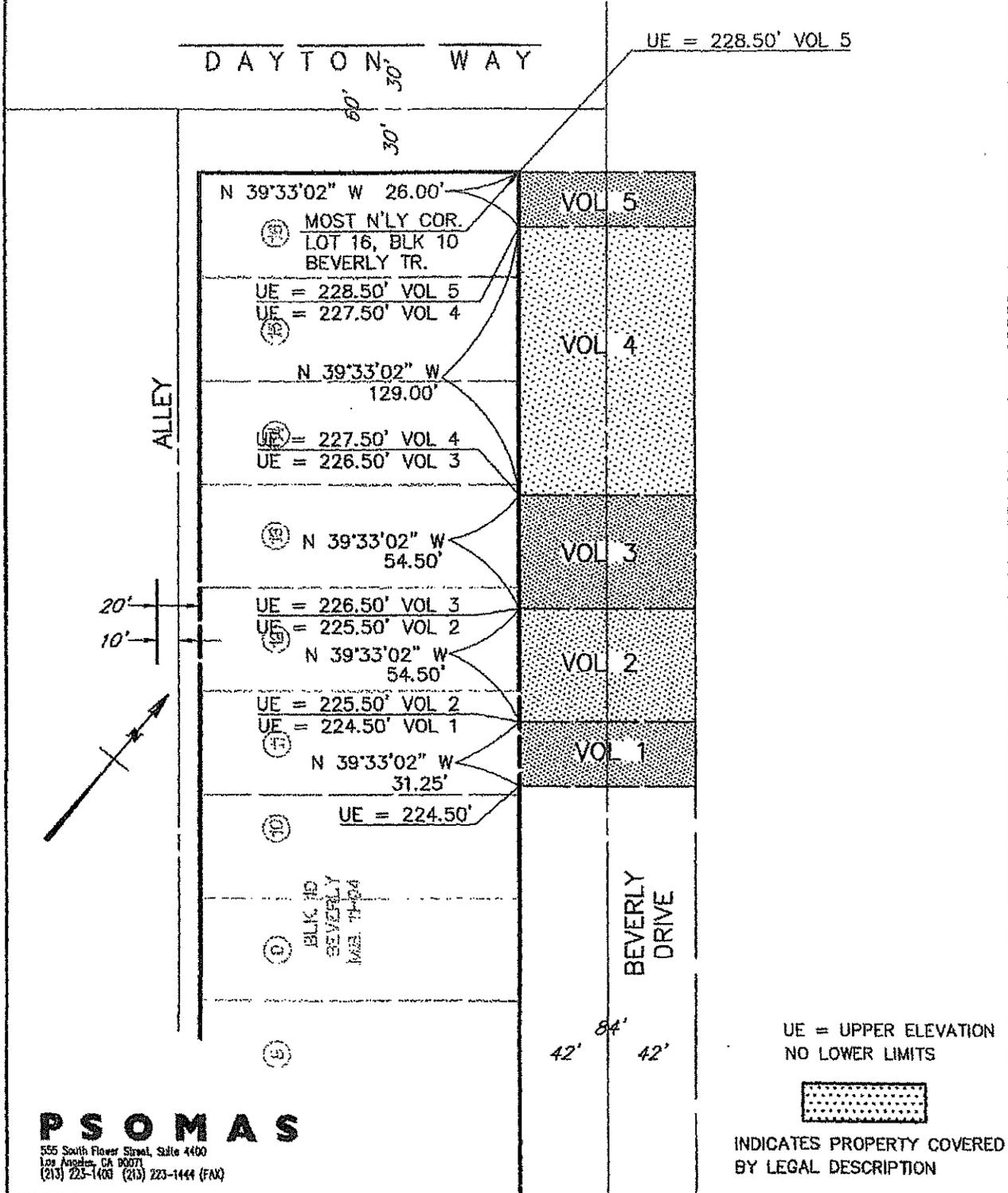
A handwritten signature in black ink, appearing to read "Douglas R. Howard", written over a horizontal line.

Douglas R. Howard, PLS 6169

PSOMAS

LEGAL DESCRIPTION SKETCH

VOLUMES 1-5

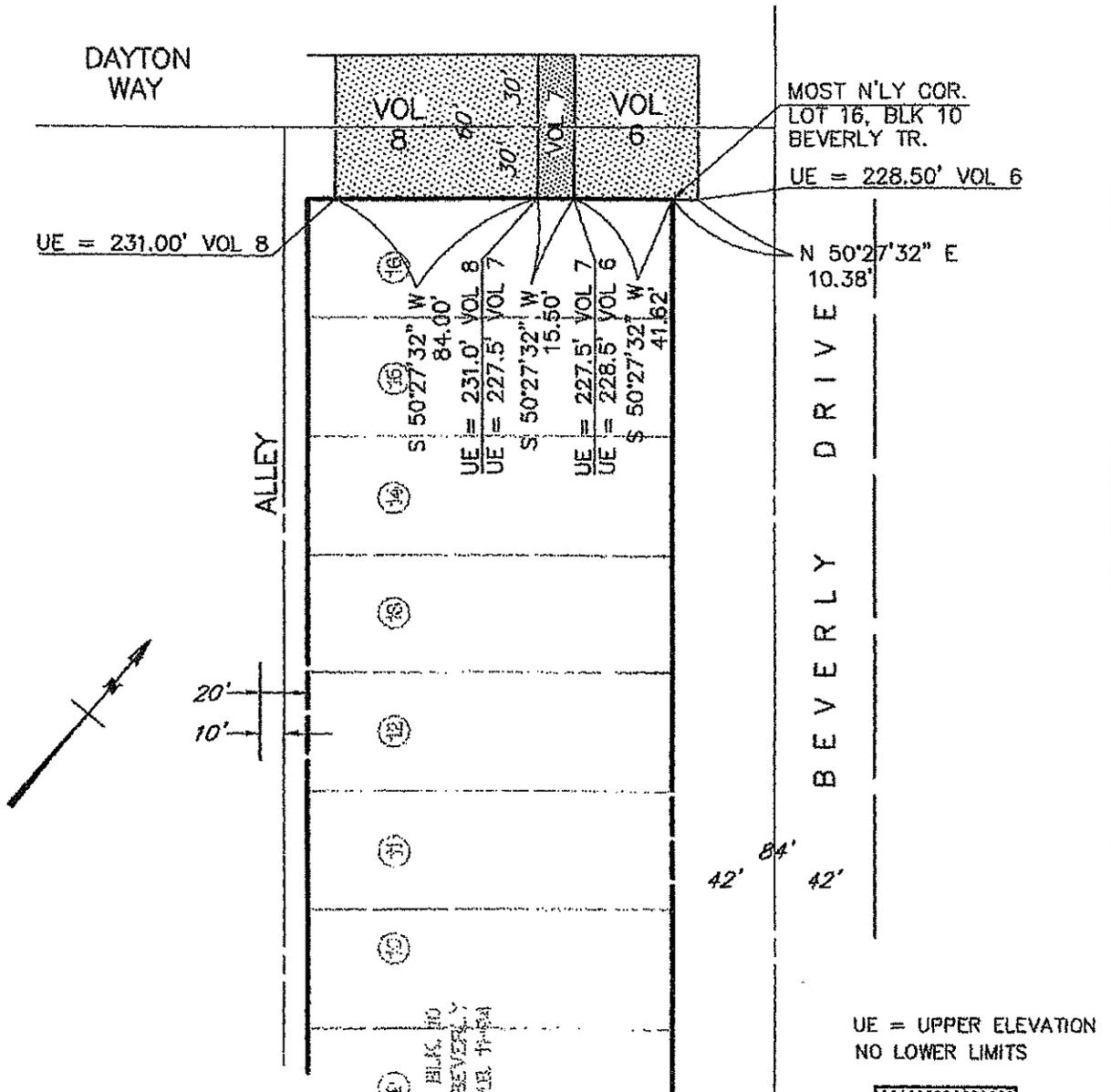


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LEGAL DESCRIPTION SKETCH

VOLUMES 6-8



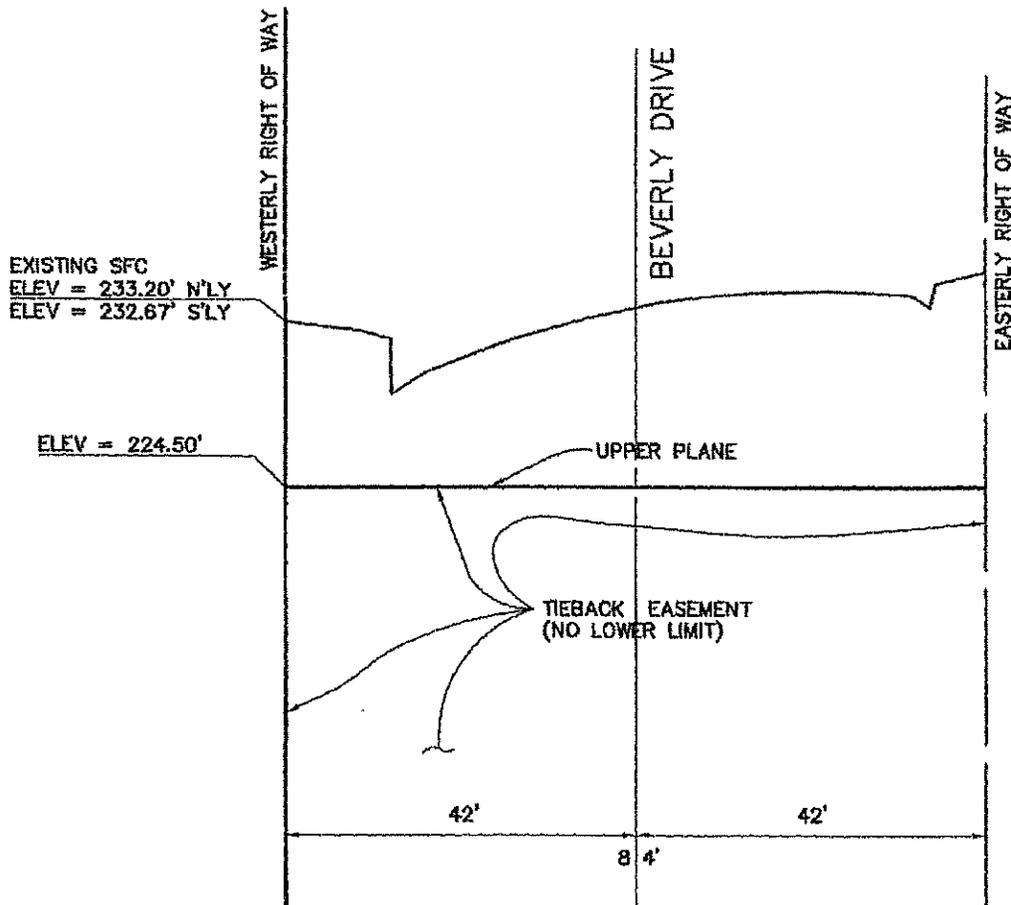
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UE = UPPER ELEVATION
 NO LOWER LIMITS

INDICATES PROPERTY COVERED
 BY LEGAL DESCRIPTION

LEGAL DESCRIPTION CROSS SECTION

VOLUME 1



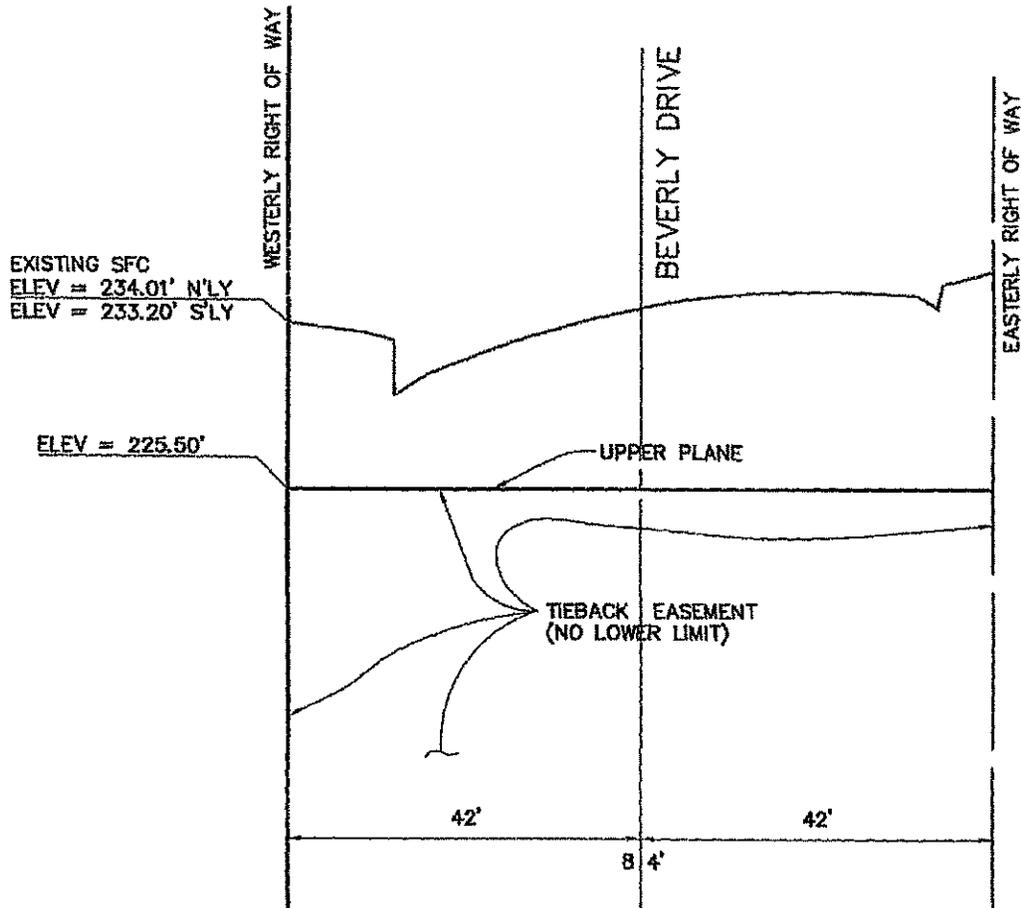
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NO SCALE

LEGAL DESCRIPTION CROSS SECTION

VOLUME 2



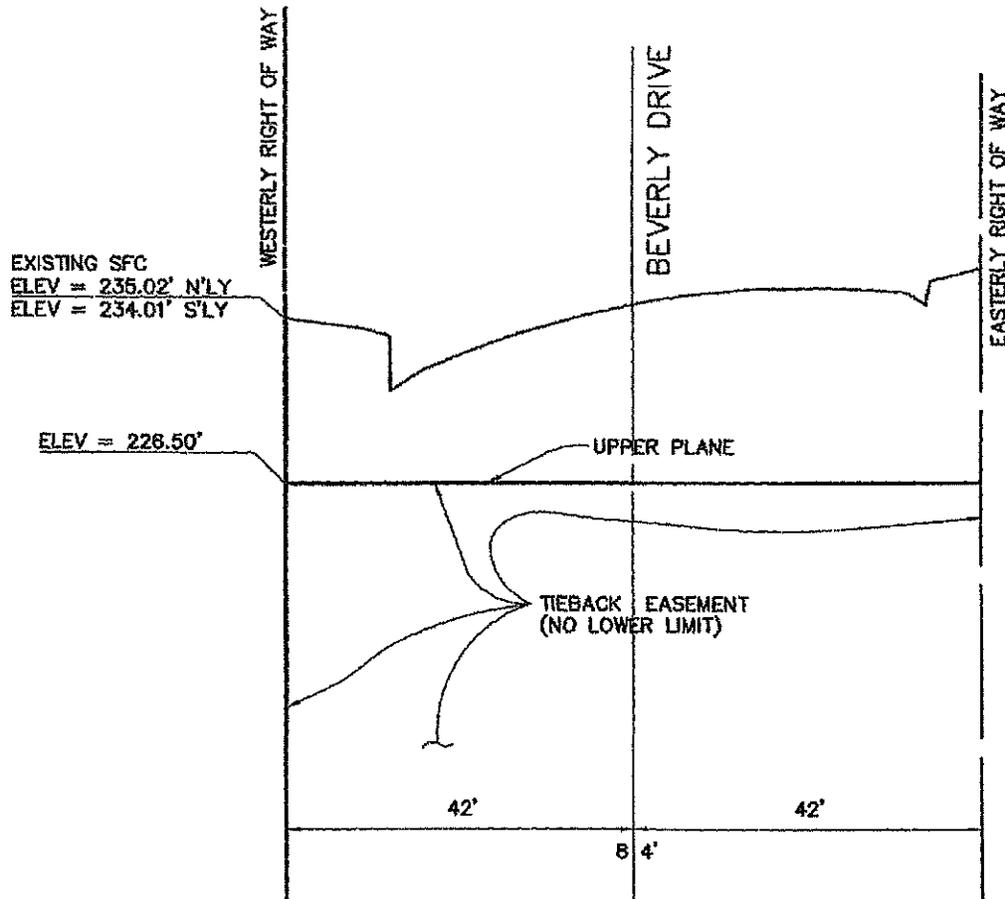
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NO SCALE

LEGAL DESCRIPTION CROSS SECTION

VOLUME 3



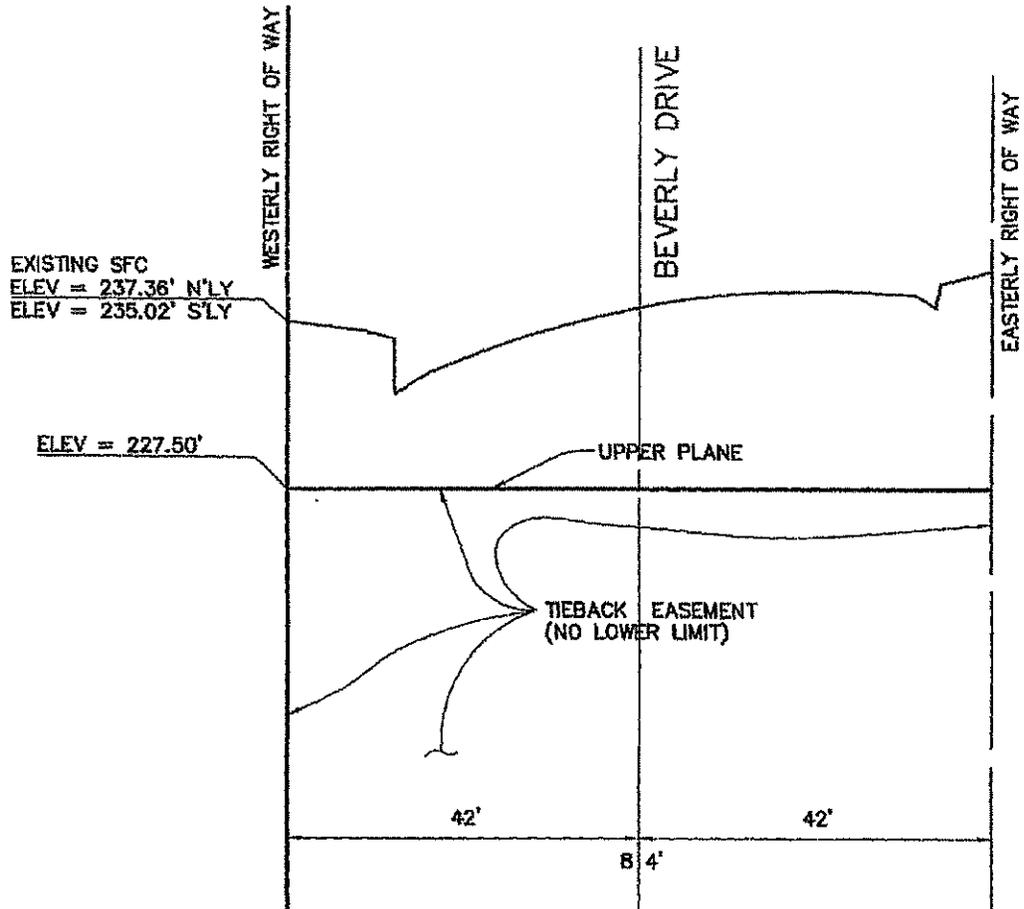
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NO SCALE

LEGAL DESCRIPTION CROSS SECTION

VOLUME 4



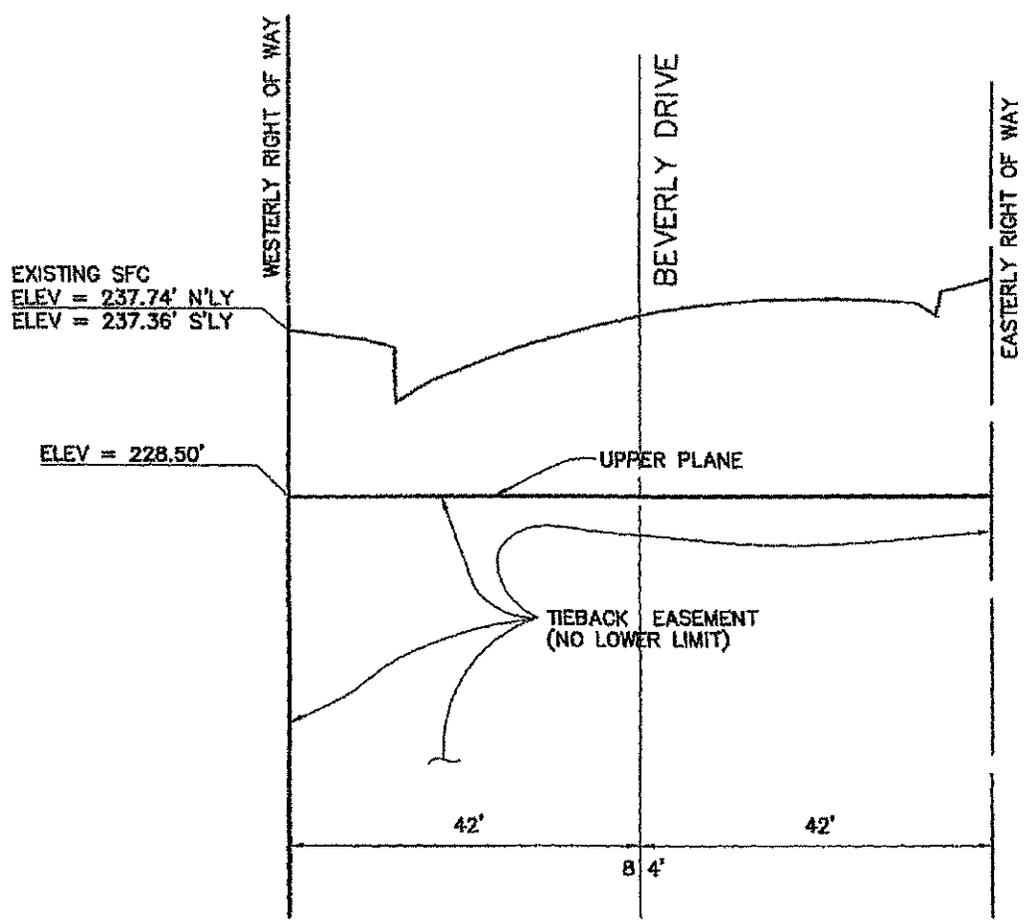
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NO SCALE

LEGAL DESCRIPTION CROSS SECTION

VOLUME 5



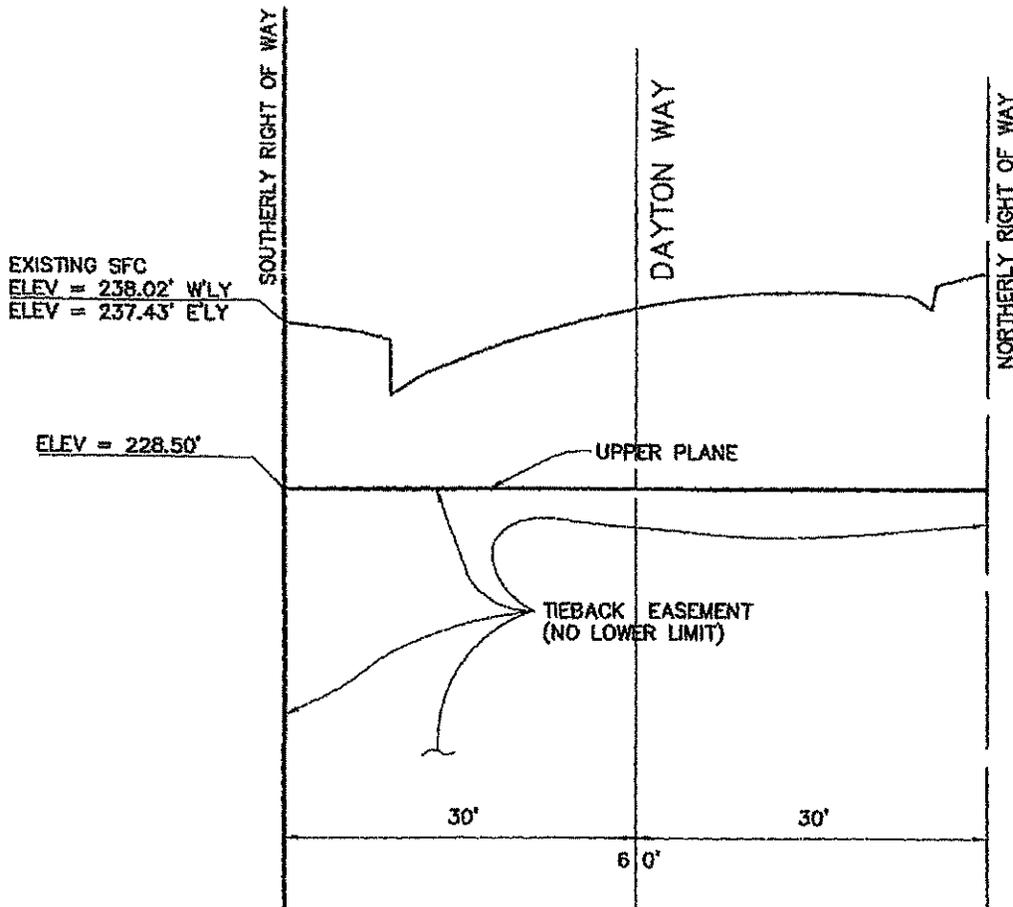
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NO SCALE

LEGAL DESCRIPTION CROSS SECTION

VOLUME 6



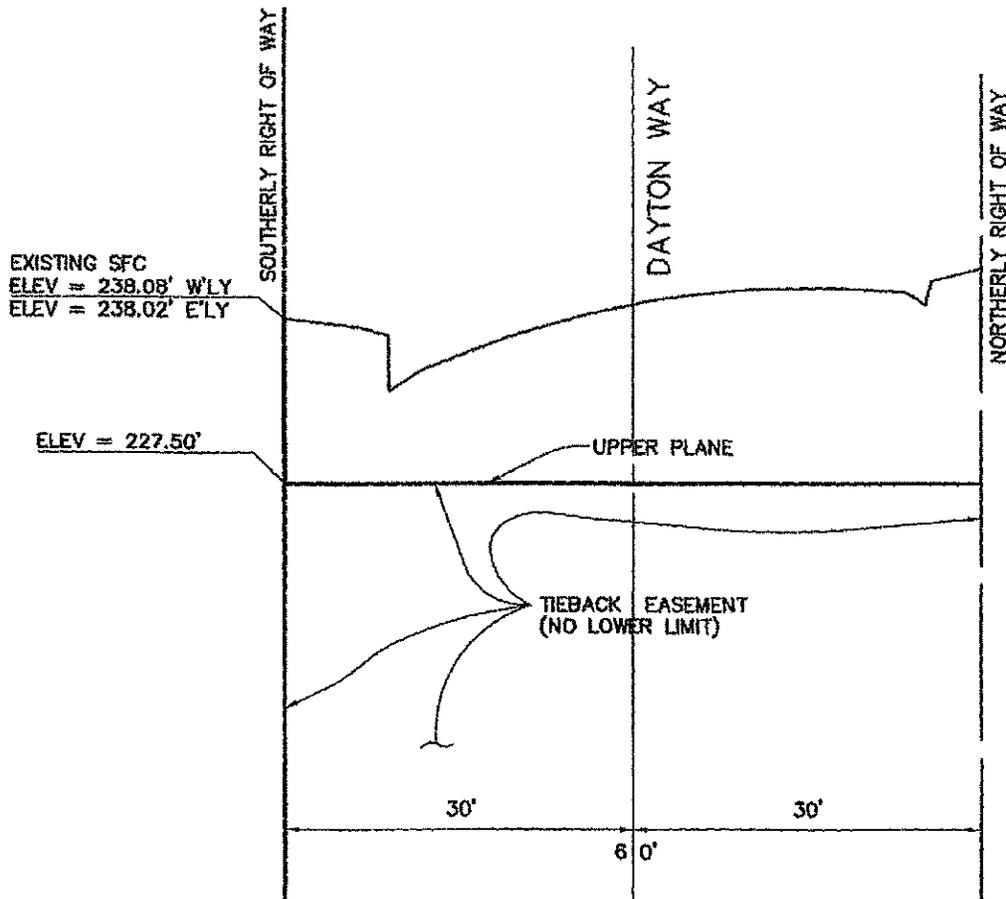
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NO SCALE

LEGAL DESCRIPTION CROSS SECTION

VOLUME 7



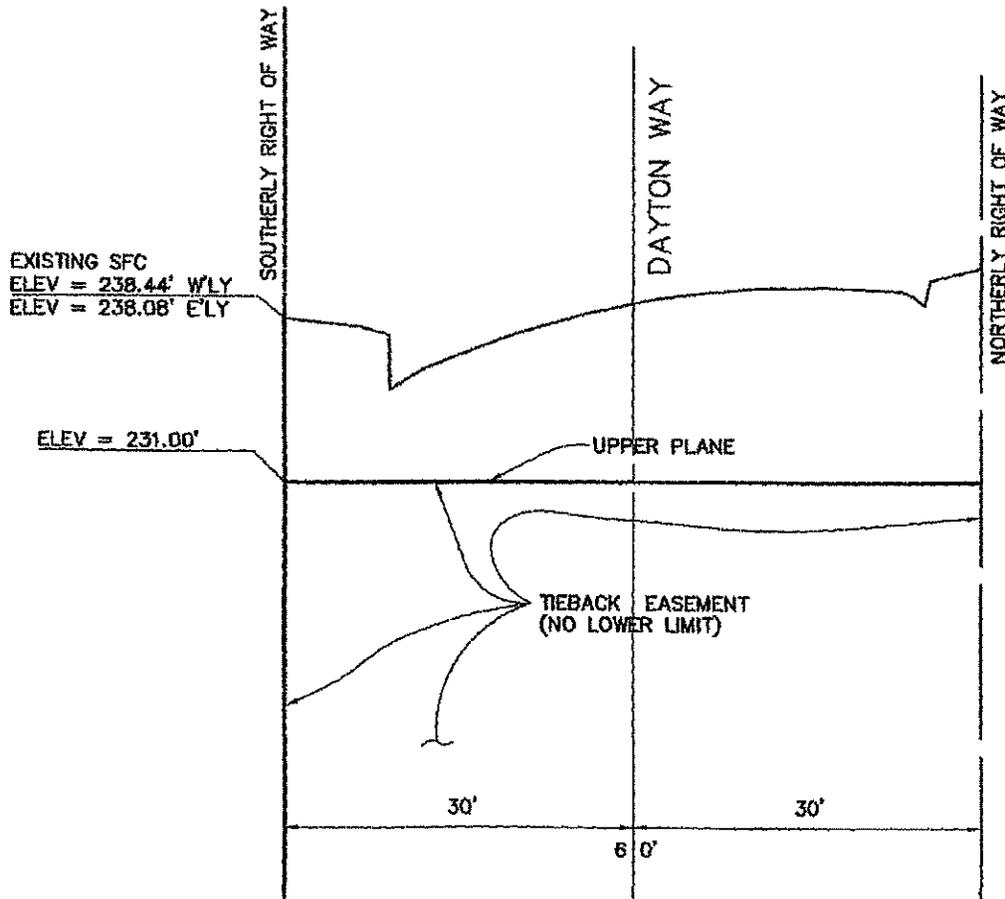
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NO SCALE

LEGAL DESCRIPTION CROSS SECTION

VOLUME 8



PSOMAS

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NO SCALE