

LONG RANGE PROPERTY MANAGEMENT PLAN

SUCCESSOR AGENCY TO THE FORMER
REDEVELOPMENT AGENCY OF THE
CITY OF TORRANCE



3031 TORRANCE BLVD.
TORRANCE, CA 90503

Long Range Property Management Plan

Successor Agency to the Former Redevelopment Agency of the City of Torrance

Introduction

As part of the dissolution process of former redevelopment agencies, State Assembly Bill X1 26 (ABX1 26) required successor agencies to dispose of real property assets owned by former redevelopment agencies “expeditiously and in a manner aimed at maximizing value.” State Assembly Bill 1484 (AB 1484) clarified how successor agencies should dispose of these assets with direction to prepare a Long Range Property Management Plan (LRPMP) governing the disposition and use of the former Agency owned properties to be submitted to their Oversight Board and the State Department of Finance within six months of receiving a Finding of Completion. The Successor Agency to the former Redevelopment Agency of the City of Torrance (Successor Agency) received its Finding of Completion on March 21, 2013, which means a deadline for the LRPMP in late September, 2013.

Section 34191.5 of the Health and Safety Code, which was added by AB 1484, requires that the LRPMP include an inventory and site history of each of the former Agency-owned properties as well as a plan for the future use or disposition of each site. AB 1484 allows for four permissible uses of the properties, including: the retention of the property for governmental use, the retention of the property for future development, the use of the property to fulfill an enforceable obligation (either through sale of the property or revenue received), or the sale of the property. According to Health and Safety Code § 34180 (f), if a city wishes to retain any properties or other assets for future redevelopment activities, it must reach a compensation agreement with the other taxing entities to provide payments to them in proportion to their shares of the base property tax, as determined pursuant to Section 34188, for the value of the property retained.

This document is the Long Range Property Management Plan for the Successor Agency to the former Redevelopment Agency of the City of Torrance.

Summary of Property Owned by the Successor Agency

The Successor Agency owns and controls five (5) properties within the City of Torrance. Each site will be discussed in greater detail in the “Inventory” section, with supporting documentation included in appendices. The properties include the following:

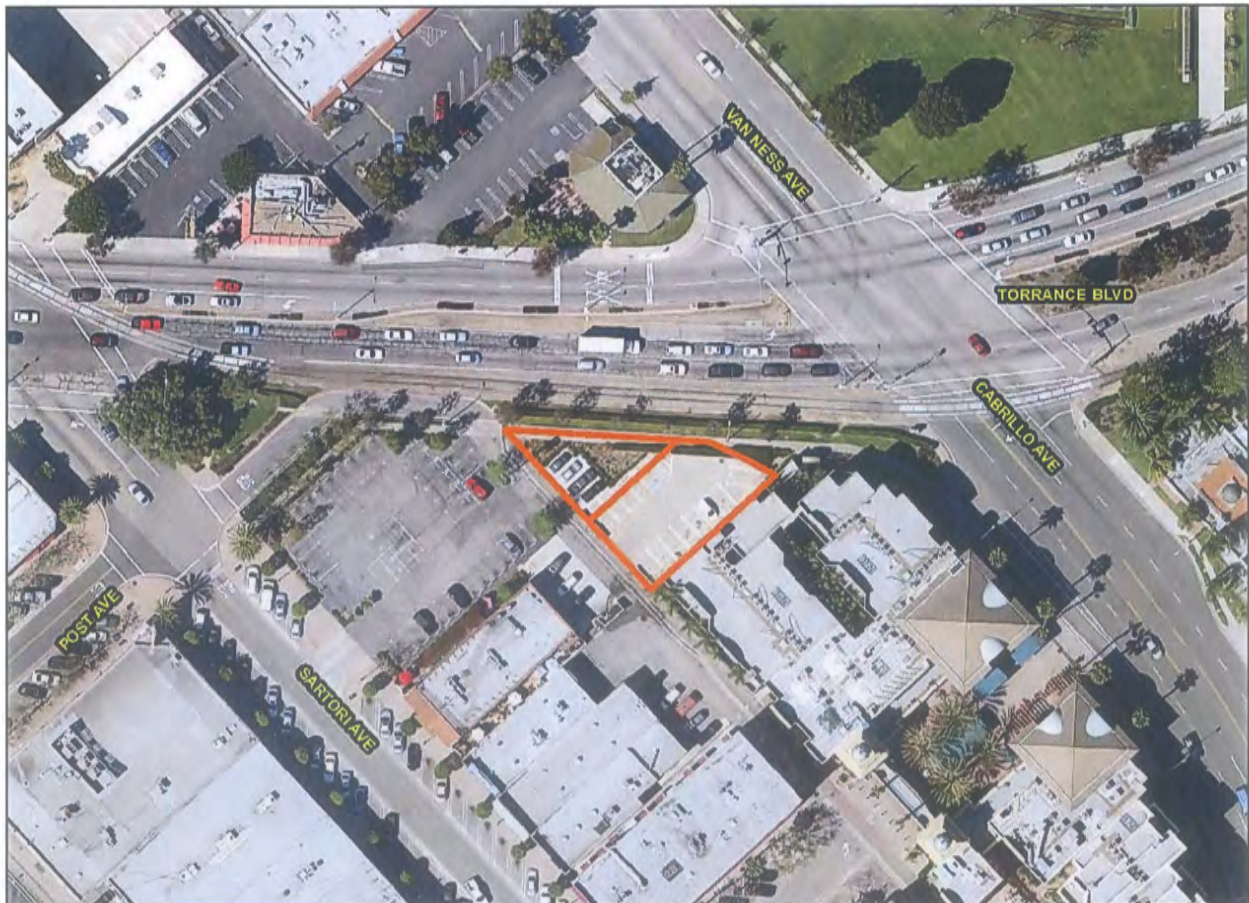
1. **1956 Torrance Boulevard.** A 6,180 square foot parcel which was purchased to provide parking facilities for the former Downtown Redevelopment Project Area. The site is currently encumbered by a License Agreement for ten (10) parking spaces, out of the 17 total spaces, which are tied to a Conditional Use Permit for the operation of a restaurant.
2. **1312 Cabrillo Avenue.** A 4,080 square foot parcel which was purchased to provide parking facilities for the former Downtown Redevelopment Project Area. The site is currently encumbered by a License Agreement for the nonexclusive use of the ten (10) parking spaces onsite that were required as part of the approval of a Conditional Use Permit for the operation of a restaurant with beer and wine.
3. **1339 Post Avenue.** A 2,400 square foot parcel which was purchased to expand the City-run senior citizen programs operating at the adjacent Bartlett Center. The site currently includes a building used by Community Focal Point on Aging, run by the City of Torrance Community Services Department.
4. **1919 Torrance Boulevard.** A 42,100 square foot parcel that was acquired as part of the assembly of parcels for the creation of American Honda Headquarters in the former Industrial Redevelopment Project Area. The site is landlocked on the Honda campus and remains under Agency ownership due to unresolved contamination issues. It is encumbered by an easement for the use of the site for pedestrian/auto access and landscaping.
5. **Torrance Boulevard and Bow Avenue.** The approximately 16,612 square foot parcel was a former railroad right-of-way and was acquired to remove the blighted railroad ties and serve as a pedestrian walkway.

Property Inventory

Health and Safety Code Section 34191.5 requires that the Long Range Property Management Plan include an inventory of all properties owned by the Former Redevelopment Agency of the City of Torrance which are held in the Community Redevelopment Property Trust Fund. The Successor Agency to the former Redevelopment Agency of the City of Torrance has possession of five (5) parcels that were referenced in the previous section and have been included in this plan. Each of the five properties will be described separately, as per the statute; however, a Matrix of all the required information is included as Attachment A of this report, with any supporting documentation included as Exhibits.

Parcel # 1

1956 Torrance Boulevard



TORRANCE 1956 Torrance Blvd
7355-027-914, 7355-027-915

Lines and photos are approximate, not to be used for as marking absolute or relative positions

1956 Torrance Blvd
7355-027-914, 7355-027-915



1956 Torrance Blvd.



View looking North



View looking West

The property located at 1956 Torrance Boulevard was purchased in June 2000, for the purpose of providing parking in the former Downtown Redevelopment Project Area. The provision of Public Facilities including parking facilities was an authorized Agency function under the Redevelopment Plan for the Downtown Redevelopment Project Area (§§ 317, 327). The former Agency acquired the property, which consists of two parcels at a total of approximately 6,180 SF, for \$210,859.18. Improvements on the property at that time consisted of a 1,000 square foot building and small parking area. The building was subsequently demolished to provide for a large parking area, the reason for which it was purchased. A current value of the property was estimated using comparable market rate sales prices from nearby properties, including a property sold at 1020 Cravens Avenue for \$37.79 per square foot. The current value of the parcel is estimated to be approximately \$233,542. The site is triangular in shape and does not have access to a public right-of-way; its only access point is off an alleyway. No environmental contamination has been found at the site. While the property is located near two Torrance Transit bus lines, the lack of access from a right-of-way onto the parcel and its odd shape make it unsuitable for future transit oriented development, other than a public parking structure.

The site is currently encumbered with a License Agreement for the use of ten parking spaces and which is tied to a Conditional Use Permit for the operation of a restaurant. Until July 1, 2013, the site was encumbered with a second License Agreement for the use of four parking spaces by Century Dental (C2000-277). The License Agreement was terminated in June, 2013, effective on the 1st of July. The remaining License Agreement (R2004-07) is with the restaurant, Yuzu for the use of ten parking spaces for \$250 a month. This agreement is tied to a Conditional Use Permit (CUP 04-00024) for the operation of a restaurant, as required by the Torrance Municipal Code and Downtown Development Standards.

The purchase of the property to provide parking for the Downtown Redevelopment Project Area and retaining it for this use advances the goals of the Successor Agency as it was originally acquired under an authorized function of the former Redevelopment Agency, as stipulated in the Redevelopment Plan for this project area. The continued economic success of the many small businesses in the downtown as well as the leasing of space to new businesses is dependent on the provision of parking; therefore, retaining the site for the future development of a public parking structure in the downtown is critical to satisfying those goals.

Parcel # 2

1312 Cabrillo Avenue



Lines and photos are approximate, not to be used for establishing absolute or relative positions

1312 Cabrillo Ave
7355-029-900

TORRANCE SUCCESSOR AGENCY
LONG RANGE PROPERTY MANAGEMENT PLAN
1312 CABRILLO AVE

1312 Cabrillo Ave.**Mural along Southern Wall****View Looking South**

The property located at 1312 Cabrillo Avenue was purchased in June 2002, for the purpose of providing parking in the former Downtown Redevelopment Project Area. The provision of Public Facilities including parking facilities was an authorized Agency function under the Redevelopment Plan for the Downtown Redevelopment Project Area (§§ 317, 327). Seizing an opportunity to purchase a tax-defaulted, blighted property from Los Angeles County that is located at a prominent entryway location for the Downtown, the former Agency acquired the 4,080 SF parcel for \$38,179.48. A site investigation report of the property determined the presence of a hydraulic hoist system and two 2,000 gallon storage tanks located on the property. While the property was paved and capped, containing the contamination in the subsurface soils, the hydraulic system had been oozing fluid to the surface in recent years. In order to prevent further surface-level contamination, the hydraulic hoist system was removed on June 5, 2013 at a cost of \$13,999. The Geographical Survey done at the time of the hoist removal identified a potential for two additional tanks of unknown size and contents.

The current value of the property was estimated using comparable market rate sales of nearby properties. However, the current value estimate was discounted due to the presence of at least four underground storage tanks, two of which are unknown in size and content. The value was discounted at \$15,000 per tank for the removal of the underground storage tanks and any residual contamination. This discount resulted in a current value estimate of \$23.08 per square foot and an overall parcel value of \$94,166.

The site is currently encumbered with a License Agreement (R2009-001) for the non-exclusive use of ten parking spaces by the Plaza Del Prado, Inc for \$250 a month. The License Agreement is tied to a Conditional Use Permit (CUP08-00019) for the operation of a restaurant with beer and wine service within the Plaza. The approval of the CUP

was contingent upon the application securing the additional off-site parking spaces to satisfy the remaining parking requirements for the restaurant. The site also contains a public art piece – a Mural along its back wall that serves as a gateway into the Downtown. The Mural displays the words, “Welcome to Downtown Torrance” and depicts historical motifs of the downtown including: Irving Gill, the Pacific Electric Railway – El Prado Bridge, the Depot, the Red Car, etc.

While the property is located along line 5 of the Torrance Transit system and within walking distance to two other Torrance Transit bus lines, the size and shape of the parcel, as well as the encumbrance of its use due to the active License Agreement, makes its potential for transit oriented development very limited. Retaining the site for future development of a new public parking structure would advance the goals of the Successor Agency, as it was originally purchased for the provision of parking in the Downtown, an authorized function of the former Redevelopment Agency. As mentioned for 1956 Torrance Blvd, the continued economic success of the many small businesses and new businesses opening up in the downtown is dependent on the provision of parking; therefore, retaining the site for the future development of a public parking structure is critical to satisfying those goals.

Parcel # 3

1339 Post Avenue



1339 Post Ave.



View looking West



View looking North

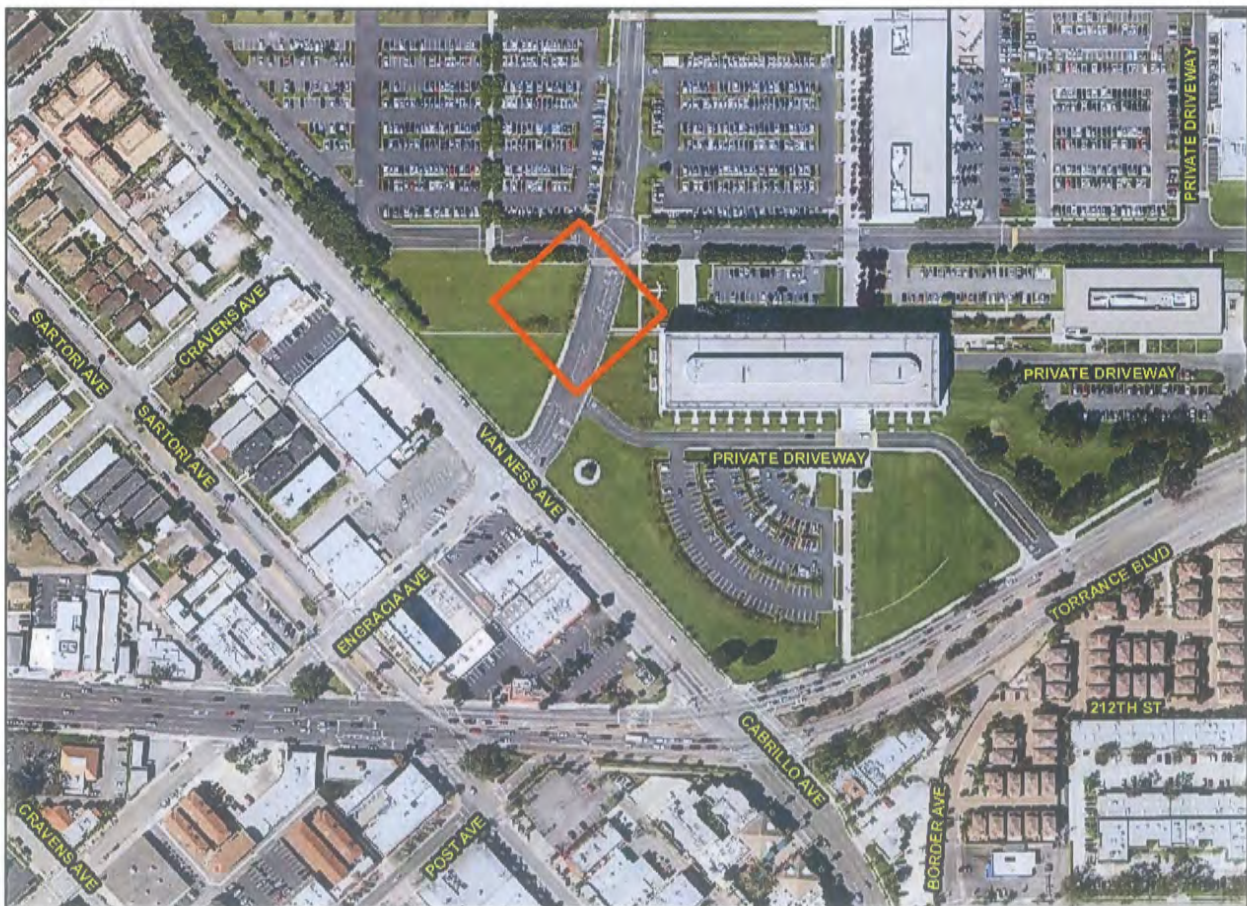
The property located at 1339 Post Avenue was purchased in October, 1984 for the purpose of expanding a senior center as the existing City-run senior citizen program, Community Focal Point on Aging, was operating beyond capacity at the adjacent Bartlett Center. The provision of a Public Facility such as a Senior Center was an authorized function of the former Agency under the Redevelopment Plan for the Downtown Redevelopment Project Area (§ 327). The property is about 2,400 SF and was purchased for \$112,000. While no environmental contamination exists on the site, an easement was granted in July of 1988 to Southern California Edison for the placement of an underground transformer and conduits. The parcel is within walking distance on Line 1 of the Torrance Transit System; however, its small size makes it an unlikely candidate for Transit Oriented Development.

While a portion of the building had been leased to Retired Senior Volunteers Program (RSVP) from February 1996 to January 31, 2013 there has always been space allocated to Focal Point; the site is currently being used exclusively by Community Focal Point on Aging. The property was originally leased to Older American Resources, Inc. in 1995 with an understanding that approximately one-third of the building would be set aside for City of Torrance personnel working for Focal Point, an arrangement which was reflected on the floor plan under "C.O.T Office". The lease was assigned to RSVP a year later until the building was vacated in January, 2013, at which point Focal Point took over the use of the remainder of the building. Community Focal Point on Aging is a City-run program that provides information and referral services for older adults, along with their families and caregivers, so that they can obtain access to services in the community including transportation, housing, health care and companion care. This program falls under the Community Services Department's Senior Citizens Program and is run by volunteers.

The current parcel value was estimated using comparable market rate sales of nearby properties. Four recent sales of commercial properties including improvements were found priced at \$116 per square foot, \$126 per square foot, \$147 per square foot and \$177 per square foot. An average of the four comparable sales prices yields a price per square foot of \$141.50, which equates to an overall parcel value for the property of \$339,600. Retaining the site as it is currently used would advance the goals of the Successor Agency as it would continue to provide space for the City-run senior citizen programs, the provision of which was an authorized function of the former Redevelopment Agency.

Parcel # 4

1919 Torrance Boulevard



7050-LAP 5/1/2013 Long Range Property Mgmt Plan 1919 Torrance Blvd per
7050-LAP 06/20/13 Long Range Property Mgmt Plan final

Units are photos are approximate, not to be used for establishing acreage or relative position

1919 Torrance Blvd
7352-022-900



1919 Torrance Blvd.**View looking South****View looking North**

The property located at 1919 Torrance Blvd. was acquired in November, 1985 for the purpose of assembling parcels for the creation of American Honda Headquarters in the former Industrial Redevelopment Project Area. The 42,100 SF parcel is square shaped and land locked on the American Honda campus. While all of the parcels assembled in 1985 were sold to Honda for \$12 a square foot under an Owner Participation Agreement (OPA), this parcel remained under the former Agency's jurisdiction due to a soil contamination issue (See First Implementation Agreement § 7 in Exhibit 4). Since the parcel is actually made up of remnant pieces of other parcels due to the contamination, no purchase price for the leftover parcel is known. In order to determine a purchase price, staff contacted the Los Angeles County Tax Assessor's office and was able to obtain a price based on a valuation of the property near the time of purchase: \$778,850.

The majority of the site previously housed the chemical company, Solvent Coating. In the course of demolition prior to the transfer to Honda, subsurface soil issues were discovered and the property was placed under the monitoring authority of the California Regional Water Quality Control Board. The parcel was incorporated into the American Honda site plan; however Honda did not take title to the property but was prepared to accept ownership upon resolution of the subsurface soil issues. While the Agency has attempted to resolve the subsurface contamination over the years contracting with Sterns, Conrad and Schmidt Consulting Engineers, Inc (SCS) to study and resolve the issues, the contamination persists leaving the parcel unable to be transferred to American Honda as intended under the original OPA. In August of 2003, the former Agency granted an easement over the property to American Honda documenting their right to the use of the surface as part of their campus; however, the property remains contaminated and under the ownership of the City of Torrance as the Successor Agency to the former Redevelopment Agency of the City of Torrance. Due to the

unresolved contamination issues on the site and the easement that encumbers its use, the current estimate of parcel value has been discounted at 50% from the purchase price by Honda for a total of \$6 per square foot and an overall parcel value of \$252,600. However, the site is not developable due its location, current use and the easement to Honda and therefore, has zero value to any entity other than American Honda. Retaining the site until the contamination has been resolved and the transfer to Honda completed will advance the goals of the Successor Agency, as it will achieve the goals and requirements outlined in the original OPA with Honda and fulfill an enforceable obligation.

Parcel # 5

Torrance Boulevard and Bow Avenue



Torrance Blvd. and Bow Ave.



View looking Northeast



View looking East

The property located at Torrance and Bow was granted to the former Redevelopment Agency as part of the development of Torrance Center II in April, 1989 in order for the City to obtain ownership of a former railroad right-of-way that connected to a historic landmark, the Pacific Electric Railway – El Prado Bridge, as well as remove the blighted railroad ties. The property now serves as a pedestrian walkway which connects to the pathway over the recently rehabilitated Pacific Electric Railway –El Prado Bridge. No soil contamination issues have been found on the site. At approximately 16,612 square feet, the current parcel value is estimated at \$20 per square foot for an overall value of \$332,240. Due to the site's shape and location, the parcel is not developable and should remain as a pedestrian right-of-way.

Use or Disposition of Properties

According to Health and Safety Code Section 34191.5, Successor Agencies must address the use or disposition of all former Agency owned properties in the Community Redevelopment Trust Fund. The Code allows for four permissible uses including: retention for governmental use, retention for future development, sale of the property or used to fulfill an enforceable obligation. This report will describe the permissible use for each of the properties individually in order to illustrate the reasons for each classification.

Of the five properties that were previously owned by the former Redevelopment Agency of the City of Torrance, two shall be retained for governmental use and two shall be retained for future development. The fifth remaining property, 1919 Torrance Blvd., shall be used to fulfill an enforceable obligation, as it has only remained under the ownership of the former Redevelopment Agency due to unresolved contamination issues. The property was sold to American Honda along with a number of other parcels as part of an Owner Participation Agreement and the transfer will be completed once the contamination is resolved. Until this time, the property should be retained in the Community Redevelopment Property Trust Fund.

The parcel located at 1956 Torrance Blvd., should be retained for future development of a parking structure as it was purchased to provide parking for the former Downtown Redevelopment Project Area and is currently encumbered with a License Agreement for use of that parking by a nearby restaurant. As noted during the property description, the provision of public parking facilities was an authorized function of the former Redevelopment Agency under the Redevelopment Plan for the former Downtown Redevelopment Project Area. Since this parcel was purchased to provide parking for the former Downtown Redevelopment Project Area, it shall be retained for future development of a parking structure in order to continue to provide parking for the area.

The parcel located at 1312 Cabrillo Ave., should also be retained for the future development of a parking structure as it was also purchased to provide parking for the former Downtown Redevelopment Project Area and is currently encumbered with a License Agreement for the non-exclusive use of that parking by a nearby restaurant. As noted for the previous parcel, the provision of public facilities was an authorized function of the former Redevelopment Agency under the Redevelopment Plan for the former Downtown Redevelopment Project Area. This parcel should be retained by the Successor Agency for the future development of a parking structure in order to continue to provide parking for the area.

The parcel located at 1339 Post Avenue should be retained as a "Governmental Use" as it was purchased to expand the City-run senior services provided at the adjacent Bartlett Center, which was operating beyond capacity. Community Focal Point on Aging, which is run by the City of Torrance Community Services Department, has operated in all or part of the building since the time of its purchase and is currently operating there now. Since this parcel is currently being used for a governmental program, it should be classified as a "Governmental Use" and retained by the Successor Agency to continue to provide for these services for senior citizens.

The Parcel located at Torrance Blvd. and Bow Avenue should be retained as a "Governmental Use" as it was purchased as a former railroad right-of-way to provide a pedestrian walkway and access to the historic Pacific Electric Railway – El Prado

Bridge. The area is currently used a pedestrian right-of-way. The parcel's irregular shape and size do not allow for further development. The use of a property for streets and right-of-ways is allowed under the "Governmental Use" classification.

ATTACHMENTS

Attachment A: Long Range Property Management Plan: Property Inventory Data

Attachment B: Redevelopment Plan for the Downtown Torrance Redevelopment Project Area

Attachment C: Street and Highways Code Section 32501

EXHIBITS

Exhibit 1: Supporting Documents for 1956 Torrance Blvd.

Exhibit 2: Supporting Documents for 1312 Cabrillo Ave.

Exhibit 3: Supporting Documents for 1339 Post Ave.

Exhibit 4: Supporting Documents for 1919 Torrance Blvd.

Exhibit 5: Supporting Documents for Torrance Blvd. and Bow Ave.

essor Agency:
County:

LEMENT PLAN: PROPERTY INVENTORY DATA

No.	Property Type	HSC 34191.5 (c)(2)		HSC 34191.5 (c)(1)(A)			SALE OF PROPERTY		HSC 34191.5 (c)(1)(B)	HSC 34191.5 (c)(1)(C)				HSC 34191.5 (c)(1)(D)	HSC 34191.5 (c)(1)(E)			HSC 34191.5 (c)(1)(F)	HSC 34191.5 (c)(1)(G)		HSC 34191.5 (c)(1)(H)
		Permissible Use	Permissible Use Detail	Acquisition Date	Value at Time of Purchase	Estimated Current Value	Proposed Sale Value	Proposed Sale Date	Purpose for which property was acquired	Address	APN #	Lot Size	Current Zoning	Estimate of Current Parcel Value	Estimate of Income/Revenue	Contractual requirements for use of Income/revenue	History of environmental contamination, studies, and/or remediation, and designation as a brownfield site	Description of property's potential for transit oriented development	Advancement of planning objectives of the successor agency	History of previous development proposals and activity	
1	Parking Lot/Structure	Future Development	This property will be retained for future development	6-3-2000	210,859.18	\$37.79/ Square foot			Purchased to provide parking in the former Downtown Redevelopment Project Area. Site is encumbered with two parking lot license agreements.	1956 Torrance Blvd.	7355-027-914, 7355-027-915	6,180 SF	C2 - General Commercial District (DRP - Downtown Redevelopment Project Area)	233,542	\$250/month	None	No environmental historical information available for this site.	While this property is located near Torrance Blvd. and two Torrance Transit lines (Line 1 and Line 5), the shape of the parcel and its lack of access to a public right-of-way make the site unsuitable for Transit Oriented Development.	The site advances the goals of the Successor Agency in that it provides for parking in the Downtown area, the reason for which it was purchased and an authorized function under the Redevelopment Plan for the Downtown Project Area. Since the site is encumbered with a License Agreement for the use of Downtown Development Standards and CUP 04-00024, retaining it for this use would continue to satisfy the goals of the Successor Agency.	Site originally had 1000 SF building and 14 parking spaces. The building was demolished in 2005 and included asbestos abatement in order to achieve the goal for which it was purchased. There is currently a License Agreement in place with Yuzu, which is tied to a CUP for the operation of a restaurant and which satisfies parking requirements under the Downtown Development Standards. The License Agreement (R2004-007) is for the lease of 10 parking spaces to Yuzu (CUP 04-00024) for \$250/month. Until July 1, 2013, a second License Agreement encumbered the use of 4 parking spaces to Century Dental for \$200/month as required by the Downtown Development Standards. This License Agreement is no longer in effect	
2	Parking Lot/Structure	Future Development	This property will be retained for future development	6-26-2002	38,179.48	\$23.08/ square foot			Former Torrance Tire site was purchased to provide parking in the former Downtown Redevelopment Project Area.	1312 Cabrillo Ave.	7355-029-900	4,080 SF	C2 - General Commercial District (DRP - Downtown Redevelopment Project Area)	94,166	\$250/month	None	two (2) 2,000 gallon tanks still present onsite. Areal extent of contamination is unknown. Also present onsite was a hydraulic hoist system that was oozing fluid to the surface. The hydraulic hoist system was removed on June 5, 2013, however, a geographical survey determined the potential presence of two(2) additional underground storage tanks of unknown size and contents.	The site is located along line 5 of the Torrance Transit system. It is within walking distance from Lines 1 and 3 of Torrance Transit.	Retaining the site for use as a public parking lot would advance the goals of the Successor Agency as this site was purchased to provide parking, an authorized Redevelopment Agency function under the Redevelopment Plan for the Downtown Project Area. The former Redevelopment Agency seized an opportunity to purchase the Tax Defaulted property from the County of Los Angeles as it is located at a prominent entryway location in the downtown. This provided an opportunity to rehabilitate a blighted property and create a more attractive entryway with a public art piece, a "Welcome to Downtown mural", along its back wall, as well as provide parking.	The site is currently encumbered with a License Agreement (R2009-001) with Plaza Del Prado, Inc for the lease of 10 parking spaces to be used non-exclusively for a restaurant (CUP08-00019) within the Plaza del Prado complex for \$250 a month. License Agreement was revised in May 2011 to reflect a lower rental amount and past due payments in the amount of \$8,250. Previous rent had been \$500/month. In 2003, a mural was painted on the wall on the South side of the property saying "Welcome to Downtown Torrance" and including historical motifs of the downtown including: Irving Gill, the Pacific Electric Bridge, the Depot, the Red Car, etc.	
3	Commercial	Governmental Use	1339 Post provides space for a government-run senior citizens program which falls under the classification of governmental use.	10-3-1984	112,000	\$141.50/ square foot			Property was purchased in order to expand the existing senior citizen programs operating beyond capacity at the Bartlett Center.	1339 Post	7355-026-903	2400 SF	C1 - Retail Commercial District (DRP - Downtown Redevelopment Project Area)	339,600	\$0	None	Underground transformer and conduits, as well as an easement for Southern California Edison placed on the property in July 1988.	The site is located close to Line 1 of the Torrance Transit system.	Retaining this site for governmental use would advance the planning objectives of the Successor Agency as the Redevelopment Plan for the Downtown Redevelopment Project Area specifically authorized the Agency to acquire property or facilities for a neighborhood and/or senior citizen recreation center and the adjacent Bartlett Center was operating beyond capacity. The Focal Point Program, coordinated by the City of Torrance Community Services Department, should be allowed to continue its operations at this location in accordance with the Redevelopment Plan for the Downtown Project Area.	Site was leased to Older American Resources in 1995 with an understanding that 1/3 of the building would be used by the City-run senior program, Focal Point, which was and still is operating at the Bartlett Center. Retired Senior Volunteers Program took over lease in 1996. The lease has been extended multiple times before the lessee terminated it and vacated the building on January 31, 2013. Since then, Focal Point has taken over the remaining 2/3 of the building and is continuing their senior program there.	

EMENT PLAN: PROPERTY INVENTORY DATA

No.	Property Type	HSC 34191.5 (c)(2)		HSC 34191.5 (c)(1)(A)			SALE OF PROPERTY		HSC 34191.5 (c)(1)(B)	HSC 34191.5 (c)(1)(C)				HSC 34191.5 (c)(1)(D)	HSC 34191.5 (c)(1)(E)			HSC 34191.5 (c)(1)(F)	HSC 34191.5 (c)(1)(G)		HSC 34191.5 (c)(1)(H)
		Permissible Use	Permissible Use Detail	Acquisition Date	Value at Time of Purchase	Estimated Current Value	Proposed Sale Value	Proposed Sale Date	Purpose for which property was acquired	Address	APN #	Lot Size	Current Zoning	Estimate of Current Parcel Value	Estimate of Income/Revenue	Contractual requirements for use of income/revenue	History of environmental contamination, studies, and/or remediation, and designation as a brownfield site	Description of property's potential for transit oriented development	Advancement of planning objectives of the successor agency	History of previous development proposals and activity	
4	Other	Fulfill Enforceable Obligation	Property located at 1919 Torrance was part of the original Owner Participation Agreement for the development of the American Honda Headquarters. This parcel has been sold to Honda and slated for transfer since the inception of the Owner Participation Agreement; however, due to site contamination, the parcel has not yet been transferred. The parcel is currently encumbered with an easement for use by Honda	11-21-1985	778,850	\$6/ square foot			Property was purchased as part of areas assembled in the former Industrial Redevelopment Project Area for the creation of American Honda Headquarters. Parcel is landlocked and Agency owned due to soils issues dating back to the inception of the project.	1919 Torrance Blvd.	7352-022-900	42,100 SF	M2 - Heavy Manufacturing District	252,600	\$0	None	Soil contamination known on site. Site is monitored by the California Regional Water Quality Control Board.	The property is part of American Honda's headquarters and only under the former Redevelopment Agency's ownership due to soil contamination issues. The site is not suitable for transit oriented development; however it is directly adjacent to lines 1 and 5 of the Torrance Transit system	The site is intended to be transferred to Honda upon resolution of contamination issues. Retaining the site until such time as the contamination issues can be resolved and the property transferred will advance the planning objectives of the Successor Agency, as it will satisfy the original requirement of the Owner Participating Agreement with American Honda.	The site was part of an assembly of properties by the former Redevelopment Agency in 1985 for the creation of American Honda Headquarters. The site previously housed the chemical company Solvent Coating. While all of the assembled properties were sold to Honda for \$12/SF, the Agency retained this property due to soil contamination issues. The agreement was that the Agency would remediate the contamination and deliver the property to Honda at a later date (Section 7 of the OPA). Due to ongoing soil contamination, the Agency retains ownership of the parcel but granted an easement to Honda in 8/19/2003 for access and use of the site as part of their headquarters.	
5	Roadway/Walkway	Governmental Use	The property is used as a pedestrian walkway which falls under the classification of Governmental Use.	4-19-1989	0	\$20/ square foot			Property was purchased to remove blighted railway ties and serve as a pedestrian walkway over the Pacific Electric Railway-El Prado Bridge. It also provides access to the Bridge for City employees for the purpose of maintenance and cleanup.	Torrance Blvd and Bow Ave.	7355-032-900	Approx. 16,612 SF	M1 - Light Manufacturing District (IRP - Industrial Redevelopment Project Area)	332,240	\$0	None	No environmental historical information available for this site.	No potential for Transit Oriented Development due to its irregular shape and size as well as its purpose of serving as a pedestrian walkway.	Retaining the site for governmental use would advance the planning objectives of the Successor Agency, as the property was acquired to provide for a pedestrian pathway and to remove blighted railway ties. The site serves no purpose for development and should remain in its current use.	Site was transferred to Redevelopment Agency of the City of Torrance to provide for a pedestrian walkway over the historic landmark, the Pacific Electric Railway - El Prado Bridge. A portion of the property also serves as landscaping.	

REDEVELOPMENT PLAN
for the
DOWNTOWN TORRANCE REDEVELOPMENT PROJECT

Adopted by Ordinance No. 2912

July 10, 1979

Redevelopment Agency of the City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503

Telephone: (310) 618-5990

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PROPOSED
REDEVELOPMENT PLAN
FOR THE
DOWNTOWN TORRANCE REDEVELOPMENT PROJECT

I. [§ 100] INTRODUCTION

The Redevelopment Plan ("Plan") for the Downtown Torrance Redevelopment Project ("Project") consists of the Text and the Redevelopment Plan Map ("Map"). This Plan has been prepared by the Torrance Redevelopment Agency ("Agency") pursuant to the Community Redevelopment Law of the State of California ("Redevelopment Law"), the United States Constitution, the California Constitution, and all applicable local laws and ordinances. The California Community Redevelopment Law is located in the California Health and Safety Code, Section 33000, et. seq.

II. [§ 200] PROJECT AREA BOUNDARY

The boundary of the Downtown Torrance Redevelopment Project area ("Project area") is illustrated on the Map. The legal description of the boundary of the Project area is as follows:

That certain real property in the City of Torrance, County of Los Angeles, State of California, described as follows:

Beginning at the intersection of the northerly line of the first alley north of Torrance Boulevard with the westerly line of Cota Avenue; thence easterly along said northerly line to the northeasterly line of the first alley lying southwesterly of Sartori Avenue; thence southeasterly along said northeasterly line to the northerly line of Torrance Boulevard; thence easterly and northeasterly along said northerly line to the centerline of Llewellyn Avenue; thence southeasterly along a prolongation of said centerline to the southeasterly line of Torrance Boulevard; thence southwesterly along said southeasterly line to the northerly line of 212th Street; thence easterly along said northerly line to the northerly prolongation of the easterly line of the first alley east of Torrance Boulevard; thence southerly along said northerly prolongation and the easterly line of said alley to the northerly line of 213th Street; thence easterly along said northerly line to the southeasterly line of Bow Avenue; thence southwesterly along the prolongation of said southeasterly line to the southerly line of 213th Street; thence easterly

along said southerly line to the easterly line of Bow Avenue; thence southwesterly and southerly along said easterly line of Bow Avenue to the northerly prolongation of the easterly line of Border Avenue; thence southerly along said easterly line to the easterly prolongation of the southerly line of Lot 4, Block 18 of the Torrance Tract; thence westerly along said southerly line to the westerly line of the first alley westerly of Border Avenue; thence northerly along said westerly line to the southerly line of the first alley southerly of Carson Street; thence westerly along said southerly line to the westerly line of Arlington Avenue; thence northerly and northwesterly along said westerly line to the southwesterly prolongation of the northwesterly line of the first alley northwesterly of Marcelina Avenue; thence northeasterly along said southwesterly prolongation and northwesterly line to the northeasterly line of the southwesterly 30' of Lot 18, Block 15, Torrance Tract; thence northwesterly along said northeasterly line and its northwesterly prolongation to the northwesterly line of the southeasterly El Prado Avenue; thence northeasterly along said northwesterly line to the southwesterly line of Cravens Avenue; thence northwesterly along said southwesterly line to the southeasterly line of the northwesterly El Prado Avenue; thence southwesterly along said southeasterly line to the southeasterly prolongation of the southwesterly line of the first alley southwesterly of Cravens Avenue; thence northwesterly along said southeasterly prolongation and southwesterly line to the southerly line of the first alley south of Torrance Boulevard; thence westerly along said southerly line to the westerly line of Portola Avenue; thence northerly along said westerly line to the southerly line of Torrance Boulevard; thence westerly along said southerly line to the westerly line of Cota Avenue; thence northerly along said westerly line to the point of beginning.

The afordescribed property includes portions of the Torrance Tract as per map recorded in Book 22, Pages 94 and 95, Tract No. 1427 as per map recorded in Book 22, Pages 82 and 83, Tract No. 2807 as per map recorded in Book 33, Page 100 and Tract No. 1684 as per map recorded in Book 25, Page 19, all being recorded in the Office of the County Recorder of said County.

III. [§ 300] PROPOSED REDEVELOPMENT ACTIONS

A. [§ 301] General

The Agency proposes a comprehensive, coordinated and sequential process aimed at eliminating and preventing the conditions of physical, economic and social blight and at re-establishing the social, economic and physical stability of the Downtown area. The process, in general, will consist of:

- (1) Rehabilitation of residential, business and industrial structures and improvements by present owners, their successors, and the Agency. Owners and tenants within the Project will be extended preferences to remain or relocate within the Project. Businesses will be assisted in obtaining rehabilitation financing on reasonable terms.
- (2) Identifying buildings of historic significance and, to the extent practical, working with the owners and tenants so that such buildings may be protected, rehabilitated or restored.
- (3) Identifying and causing to be improved sub-standard structures, and removing such structures or uses which cannot be improved or made compatible with projected uses.
- (4) Establishing rehabilitation and new development opportunities which will be compatible with adjacent commercial, residential or industrial properties and which adhere to design and development controls established in accord with City objectives and in compliance with all aspects of the Torrance General Plan.
- (5) Providing opportunities for a variety of residential housing, with major consideration given to the provision of low and moderate income housing, by increasing overall densities within the Project area while maintaining the area's existing mixed land use character.
- (6) Providing adequate utilities, improving vehicular and pedestrian access and circulation, and installing other public improvements necessary to make the Downtown a viable living and shopping area.
- (7) Management of properties acquired by the Agency for purposes of removing substandard or incompatible uses or establishing new development opportunities.

- (7) Providing relocation assistance to persons, families and business owners and tenants who occupy properties acquired by the Agency.

B. [§ 302] Property Acquisition

1. [§ 303] Acquisition of Real Property

Except as specifically exempted herein, the Agency may acquire but is not required to acquire, any real property located in the Project area, by gift, devise, exchange, purchase, eminent domain, or any other lawful method.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and in order to execute the Plan, for the power of eminent domain to be employed by the Agency to acquire real property in the Project area.

No eminent domain proceeding to acquire property within the Project area shall be commenced after twelve (12) years following the date of adoption of the ordinance approving and adopting this Redevelopment Plan. Such time limitation may be extended only by amendment of this Redevelopment Plan.

To the extent permitted and in the manner required by law, the Agency may declare specific property within the Project area to be exempt from acquisition by eminent domain under this Plan. The Agency shall have no power of eminent domain as to property so designated, unless this Plan is thereafter amended to expressly make the property subject to acquisition by eminent domain.

The Agency shall not acquire interests in oil, gas, or other mineral or hydrocarbon substances of any kind or character within the Project area, except to preclude the right to explore for, produce or extract such substances through any opening or penetration for any purpose connected therewith within 500 feet from the surface of any property in the Project area.

The Agency shall not acquire real property to be retained by an owner pursuant to a participation agreement if the owner fully performs under the agreement. The Agency is authorized to acquire structures without acquiring the land upon which those structures are located. The Agency is also authorized to acquire any other interest in real property less than a fee.

The Agency shall not acquire real property on which an existing building is to be continued on its present site and in its present form and use without the consent of the owner, unless (1) such building requires structural alterations, improvement, modernization, or rehabilitation, or (2) the site or lot on which the building is situated requires modification in size, shape, or use, or (3) it is necessary to impose upon such property any of the

standards, restrictions and controls of the Plan and the owner fails or refuses to participate in the Plan by executing a participation agreement.

Except when property is acquired for public improvements, the Agency shall attempt to the greatest extent feasible, to obtain an Owner Participation Agreement or Disposition and Development Agreement before acquiring property for redevelopment.

2. [§ 304] Acquisition of Personal Property

Generally personal property shall not be acquired. However, where necessary in the execution of this Plan, the Agency is authorized to acquire personal property in the Project area by any lawful means except eminent domain.

C. [§ 305] Participation by Owners and Tenants

1. [§ 306] Opportunities for Owner and Tenant Participation

The Agency shall extend preferences to persons who are engaged in business in the Project area, to reenter in business within the redevelopment area if they otherwise meet the requirements prescribed by the Plan. The Agency shall also extend preferences to other owners and tenants in the Project area if they otherwise meet the requirements prescribed by the Plan. The Agency is authorized to permit residential, industrial, commercial, institutional and semi-public owners and tenants, if they so desire, to purchase and develop or develop real property in the Project area.

The Agency is also authorized to permit persons who are owners of residential, industrial, commercial and other types of real property in the Project area to be given the opportunity to participate in redevelopment by rehabilitation, by retention of improvements, or by new development by retaining all or a portion of their properties, by acquiring adjacent or other properties from the Agency and purchasing other properties in the Project area.

If conflicts develop between the desires of participants for particular sites or land uses, the Agency is authorized to establish reasonable priorities and preferences among the owners and tenants and to determine a solution by consideration of such factors as length of time in the area; accommodation of as many participants as possible; ability to perform; similar land use to similar land use; conformity with intent and purpose of this Plan.

In addition to opportunities for participation by individual persons and firms, participation to the extent it is feasible shall be available for two or more persons, firms or institutions, to join together in partnerships, corporations, or other joint entities.

Participation is desired in the redevelopment of the Project area by as many residential, industrial and commercial owners and tenants as possible. Participation opportunities shall necessarily be subject to and limited by such factors as the expansion of pub-

lic facilities; elimination and changing of land uses; realignment of streets; the ability of owners to finance acquisition and development in accordance with the Plan; any reduction in the total number of individual parcels in the Project area; and assembly and development of areas for public and/or private development in accordance with this Plan.

2. [§ 307] Rules for Participation Opportunities

The Agency shall promulgate rules for owner and tenant participation.

3. [§ 308] Participation Agreements

Each person desiring to become a participant must be willing to enter into a binding agreement with the Agency by which the participant agrees to rehabilitate, develop, or use the property in conformance with the Plan and to be subject to the provisions hereof. In such agreements, participants who retain real property shall be required to join in the recordation of such documents as are necessary to make the provisions of this Plan applicable to their properties.

In the event an owner-participant fails or refuses to rehabilitate or develop his real property pursuant to this Plan and a participation agreement as defined herein, the real property or any interest therein may be acquired by the Agency and sold or leased for rehabilitation or development in accordance with this Plan.

Whether or not a participant enters into a participation agreement with the Agency the provisions of this Plan are applicable to all public and private property in the Project area.

4. [§ 309] Certificates of Conformance

As an alternative to requiring a participation agreement for each property not to be purchased or subject to Agency acquisition by eminent domain, the Agency is authorized to make determinations of those properties which conform to the Redevelopment Plan. If such a determination is made by the Agency, the Agency may issue a Certificate of Conformance to qualifying properties and such property will not be subject to acquisition by eminent domain under this Plan so long as the property continues to conform to this Redevelopment Plan and to such further terms and conditions as the Agency may require as necessary or appropriate to carry out the Plan.

D. [§ 310] Cooperation with Public Bodies

Certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, or operation of this Project. The Agency

shall seek the aid and cooperation of such public bodies and shall attempt to coordinate this Plan with the activities of such public bodies in order to accomplish the purposes of redevelopment and the highest public good. The Agency will seek the cooperation of all public bodies which own or intend to acquire property in the Project area. Any public body which owns or leases property in the Project area will be afforded all the privileges of owner and tenant participation if such public body is willing to enter into a participation agreement with the Agency. All plans for development of property in the Project area by a public body shall be subject to Agency approval.

The Agency is authorized to financially (and otherwise) assist any public entity in the cost of public land, buildings, facilities, structures, or other improvements (within or outside of the Project area) to the extent permitted by law.

The Agency may pay to any taxing agency with territory located within the Project area, other than the City, any amounts of money which in the Agency's determination is appropriate to alleviate any financial burden or detriment caused to such taxing agency by the Project.

E. [§ 311] Property Management

During such time as property, if any, in the Project area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for redevelopment, and such rental or lease shall be pursuant to such policies as the Agency may adopt.

The Agency may, but is not required, in any year during which it owns property in the Project area pay from tax increments actually received by the Agency from the Project directly to all taxing agencies involved an amount that would have been received by each taxing agency had the property not been exempt by virtue of Agency ownership.

F. [§ 312] Relocation of Persons Displaced by the Project

1. [§ 313] Assistance in Finding Other Locations

The Agency shall assist all persons (including families, business concerns, and others) displaced by Agency acquisition of property in the Project area in finding other locations and facilities. In order to carry out the Project with a minimum of hardship to persons displaced from their homes, if any, the Agency shall assist individuals and families in finding housing that is decent, safe, sanitary, within their financial means, in reasonably convenient locations, and otherwise suitable to their needs.

2. [§ 314] Relocation Payments

The Agency shall pay all relocation payments required by law. In addition, the Agency may make any additional relocation payments which in the Agency's opinion may be reasonably necessary to carry out the purposes of this Plan. Such payments shall be subject to the availability of funds for such purpose.

G. [§ 315] Demolition, Clearance, Public Improvements, and Site Preparation

1. [§ 316] Demolition and Clearance

The Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project area as necessary to carry out the purposes of this Plan.

2. [§ 317] Public Improvements, Public Facilities and Public Utilities

To the extent permitted and in the manner required by law, the Agency is authorized to install and construct or to cause to be installed and constructed the public improvements, public facilities, and public utilities (within or outside the Project area) necessary to carry out the Plan. Such improvements, facilities, and utilities include, but are not limited to, over or underpasses, bridges, streets, curbs, gutters, sidewalks, street lights, sewers, storm drains, traffic signals, electrical distribution systems, natural gas distribution systems, water distribution systems, parks, plazas, playgrounds, telephone systems, motor vehicle parking facilities, and landscaped areas.

Prior consent of the City Council is required for the Agency to develop sites for industrial or commercial use by providing such improvements which an owner or operator of the site would otherwise be obliged to provide.

3. [§ 318] Preparation of Building Sites

The Agency is authorized to prepare or cause to be prepared as building sites any real property in the Project area.

H. [§ 319] Rehabilitation, Conservation and Moving of Structures by the Agency

1. [§ 320] Rehabilitation and Conservation

It shall be the purpose of this Plan to allow for the retention of as many existing residences, industries and businesses as possible and to add to the economic life of these residences, industries and businesses by a program of voluntary participation in their conservation and rehabilitation. The Agency is authorized to

conduct a program of assistance to encourage owners of property within the area to upgrade and maintain their property consistent with the Plan and such standards as may be developed for the area.

The extent of rehabilitation in the Project area shall be subject to the following limitations:

- a. The rehabilitation of the structure must be compatible with land uses as provided for in this Plan;
- b. Rehabilitation and conservation activities on a structure must be carried out in an expeditious manner and in conformance with the requirements of this Plan and such Property Rehabilitation Standards as may be adopted by the Agency.
- c. The expansion of public improvements, facilities and utilities.
- d. The assembly and development of areas in accordance with this Plan.

The Agency is authorized to rehabilitate and conserve or cause to be rehabilitated and conserved buildings and structures in the Project area. The Agency is also authorized and directed to advise, encourage and assist in the rehabilitation and conservation of property in the Project area.

The Agency may adopt Property Rehabilitation Standards for the rehabilitation of properties in the Project area. Where there is a conflict between the building requirements set forth in this Plan and such Property Rehabilitation Standards as may be adopted, the Property Rehabilitation Standards shall prevail.

2. [\$ 321] Moving of Structures

As necessary in carrying out this Plan, the Agency is authorized to move or to cause to be moved any standard structure or building or any structure or building which can be rehabilitated to a location within or outside the Project area.

I. [\$ 322] Property Disposition and Development

1. [\$ 323] Real Property Disposition and Development

a. [\$ 324] General

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any

interest in real property. In the manner required and to the extent permitted by law, before any interest in real property of the Agency acquired in whole or in part, directly or indirectly, with tax increment moneys is sold, leased, or otherwise disposed of for development pursuant to this Plan, such sale, lease or disposition shall be first approved by the City Council after public hearing.

To the extent permitted by law, the Agency is authorized to dispose of real property by leases or sales by negotiation without public bidding.

No real or personal property of the Agency, or any interest therein, shall be sold or leased to a private person or private entity for an amount less than its fair value for uses in accordance with this Redevelopment Plan and the covenants and controls recorded against the property by the Agency.

All real property acquired by the Agency in the Project area shall be sold or leased to public or private persons or entities for development for the uses permitted in this Plan. Real property may be conveyed by the Agency to the City or any other public body without charge.

The Agency shall reserve such powers and controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to insure that development is carried out pursuant to this Plan.

All purchasers or lessees of property shall be made obligated to use the property for the purposes designated in this Plan, to begin and complete development of the property within a period of time which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this Plan.

During the period of development in the Project area, the Agency shall insure that the provisions of this Plan and of other documents formulated pursuant to this Plan are being observed, and that development in the Project area is proceeding in accordance with development documents and time schedules.

Development plans, both public and private, shall be submitted to the Agency for approval and architectural review. All development must conform to this Plan and all applicable Federal, State and local laws.

b. [§ 325] Purchase and Development by Participants

Pursuant to the provisions of this Plan and the rules adopted by the Agency, the Agency shall to the greatest extent feasible offer real property acquired by the Agency for disposition and development by owner and tenant participants on a preference basis over other persons.

c. [§ 326] Purchase and Development Documents

To provide adequate safeguards to ensure that the provisions of this Plan will be carried out and to prevent the recurrence of blight, all real property sold, leased, or conveyed by the Agency, as well as all property subject to participation agreements shall be made subject to the provisions of this Plan by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the zoning ordinance, conditional use permits, or other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the Office of the Recorder of the County.

The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provision necessary to carry out this Plan.

All property in the Project area is hereby subject to the restriction that there shall be no discrimination or segregation based upon race, color, religion, national origin, sex, marital status or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project area. All property sold, leased, conveyed, or subject to a participation agreement shall be made expressly subject by appropriate documents to the restriction that all deeds, leases, or contracts for the sale, lease, sublease, or other transfer of land in the Project area shall contain such nondiscrimination and nonsegregation clauses as are required by law. All deeds, leases or contracts for the sale, lease, sublease or other transfer of any land in the Redevelopment Project shall contain the nondiscrimination clauses prescribed in Section 33436 of the Health and Safety Code of the State of California.

d. [§ 327] Development of Publicly Owned Improvements

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop or construct any building, facility, structure or other improvement (either within or without the Project area) for itself or for any public body or entity.

The Agency may pay for, install or construct the following facilities, and may acquire or pay for the land required therefor:

- 1) Multi-purpose neighborhood center(s)
- 2) Parking structure(s)
- 3) Senior Center

2. [§ 328] Personal Property Disposition

For the purposes of this Plan the Agency is authorized to sell, lease, exchange, transfer, assign, pledge, encumber, or otherwise dispose of personal property.

J. [§ 329] Provision for Low and Moderate Income Housing

1. [§ 330] Definition of Terms

The terms "affordable rent," "replacement dwelling unit," "persons and families of low or moderate income" and "very low income households" as used in Section 329 through Section 336 shall have the meanings as defined by the Community Redevelopment Law and other State and local laws and regulations pertaining thereto.

2. [§ 331] Authority Generally

The Agency may, inside or outside the Project area, acquire land, donate land, improve sites, or construct or rehabilitate structures in order to provide housing for persons and families of low or moderate income. The Agency may also provide subsidies to, or for the benefit of, such persons and families or households to assist them in obtaining housing within the City.

3. [§ 332] Replacement Housing

Whenever dwelling units housing persons and families of low or moderate income are destroyed or removed from the low and moderate income housing market as part of the Project, the Agency shall, within four years of such destruction or removal, rehabilitate, develop or construct, or cause to be rehabilitated, developed or constructed, for rental or sale to persons and families of low or moderate income an equal number of replacement dwelling units at affordable rents within the Project area and/or the City.

4. [§ 333] New or Rehabilitated Dwelling Units
Developed Within Project Area

At least thirty percent (30%) of all new or rehabilitated dwelling units developed within the Project area by the Agency shall be for persons and families of low or moderate income; and of such thirty percent, not less than fifty percent (50%) thereof shall be for very low income households. At least fifteen percent (15%) of all new or rehabilitated units developed within the Project area by public or private entities or persons other than the Agency shall be for persons and families of low or moderate income; and of such fifteen percent, not less than forty percent (40%) thereof shall be for very low income households. The percentage requirements set forth in this Section shall apply in the aggregate to housing in the Project area and not to each individual case of rehabilitation, development or construction of dwelling units.

The Agency shall require, by contract or other appropriate means, that whenever any low or moderate income housing units are developed within the Project area, such units shall be made available on a priority basis for rent or purchase, whichever the case may be, to persons and families of low and moderate income displaced by the Project; provided, however, that failure to give such priority shall not affect the validity of title to the real property upon which such housing units have been developed.

5. [§ 334] Duration of Dwelling Unit
Availability

The Agency shall require that the aggregate number of dwelling units rehabilitated, developed or constructed pursuant to Sections 332 and 333 shall remain for persons and families of low or moderate income and very low income households, respectively, for not less than the period set forth in Section 800 for the duration of this Plan.

6. [§ 335] Relocation Housing

If insufficient suitable housing units are available in the City for use by persons and families of low and moderate income displaced by the Project, the Agency may, to the extent of that deficiency, direct or cause the development, rehabilitation or construction of housing units within the City, both inside and outside of the Project area.

7. [§ 336] Tax Increment Funds

Not less than twenty percent (20%) of all taxes which are allocated to the Agency pursuant to Section 502 shall be used by the Agency for the purposes of increasing and improving the City's supply of housing for persons and families of low or moderate income and very low income households unless one of the following findings is made:

- (1) That no need exists in the City, the provision of which would benefit the Project area to improve or increase the supply of housing for persons and families of low or moderate income or very low income households; or
- (2) That some stated percentage less than 20 percent of the taxes which are allocated to the Agency pursuant to Section 502 is sufficient to meet such housing need; or
- (3) That a substantial effort to meet low and moderate income housing needs in the City is being made and that this effort, including the obligation of funds currently available for the benefit of the City from state, local, and federal sources for low and moderate income housing alone or in combination with the taxes allocated under this Section, is equivalent in impact to the funds otherwise required to be set aside pursuant to this Section.

IV. [§ 400] USES PERMITTED IN THE PROJECT AREA

A. [§ 401] Map

The Map attached hereto illustrates the location of the Project boundary, major streets within the Project area, and the proposed land uses to be permitted in the Project for all land, public, semi-public and private.

B. [§ 402] Commercial

The area shown on the Map for Commercial uses shall be used for general commercial uses including but not limited to retail and wholesale sales and services; business and professional offices; restaurants and convenience food establishments; motels, financial institutions; automotive and related sales and service; entertainment; and related commercial uses customarily located in downtown areas.

Compatible residential uses with appropriate parking may be permitted in any location on the second floor and above, subject to conformity with the requirements of the City's zoning ordinance or specific development standards adopted by the Agency.

C. [§ 403] Residential

The area shown on the Map for residential uses shall be used for multiple-family and single-family residences and related areas.

Land coverage, densities, building heights, and other development and/or use controls shall be in conformity with local codes and ordinances or specific development standards adopted by the Agency.

D. [§ 404] Public Uses

1. [§ 405] Rights-of-Way

As illustrated on the Map, the major public streets in the Project area are Torrance Boulevard, Cabrillo Avenue, Cravens Avenue, and Carson Street.

Additional public streets, alleys, and easements may be created in the Project area as needed for proper development. Existing streets and alleys may be abandoned, closed or modified as necessary for proper development of the Project.

The public rights-of-way may be used for vehicular and/or pedestrian traffic, as well as for public improvements, public and private utilities, and activities typically found in public rights-of-way.

2. [§ 406] Public, Semi-Public, Institutional, and Nonprofit Uses

In any area the Agency is authorized to permit the maintenance, establishment or enlargement of public, semi-public, institutional, or nonprofit uses, including park and recreational facilities, libraries, educational, fraternal, employee, philanthropic, religious, and charitable institutions, and facilities of other similar associations or organizations. All such uses shall conform so far as possible to the provisions of this Plan applicable to the uses in the specific area involved. The Agency may impose such other reasonable restrictions as are necessary to protect the development and use in the Project area.

E. [§ 407] Interim Uses

Pending the ultimate development of land by developers and participants, the Agency is authorized to use or permit the use of any land in the Project area for interim uses not in conformity with the uses permitted in this Plan.

F. [§ 408]. Nonconforming Uses

The Agency is authorized to permit an existing use to remain in an existing building in good condition, which use does not conform to the provisions of this Plan, provided that such use is generally compatible with existing and proposed developments and uses in the Project area. However, the owner of such a property must be willing to enter into a participation agreement and agree to the imposition of such reasonable restrictions as are necessary to protect the development and use of the Project area.

The Agency may authorize additions, alterations, repairs or other improvements in the Project area for uses which do not conform to the provisions of this Plan where such improvements are within a portion of the Project where, in the determination of the Agency, such improvements would be compatible with surrounding and Project uses and development.

G. [§ 409] General Controls and Limitations

All real property in the Project area is hereby made subject to the controls and requirements of this Plan. No real property shall be developed, rehabilitated, or otherwise changed after the date of the adoption of this Plan, except in conformance with the provisions of this Plan.

1. [§ 410] Construction

All construction in the Project area shall comply with all applicable State and local laws in effect from time to time, including without limitations, the Building, Electrical, Plumbing, Housing, Mechanical, Health and Sanitation, Public Health, Noise, Fire Prevention and Dangerous Chemicals Codes of the City.

In addition to applicable codes, ordinances, or other requirements governing development in the Project area, additional specific performance and development standards may be adopted by the Agency to control and direct redevelopment activities in the Project area.

2. [§ 411] Parking and Loading

Parking and loading areas shall be provided in a manner consistent with the requirements of the Torrance Municipal Code or development standards adopted for the project by the Agency.

3. [§ 412] Rehabilitation and Retention of Properties

Any existing structure within the Project area which the Agency shall approve for retention and rehabilitation shall be repaired, altered, reconstructed, or rehabilitated in such a manner that it will be safe and sound in all physical respects, and be attractive in appearance and not detrimental to the surrounding uses. Property Rehabilitation Standards for rehabilitation of existing buildings and site improvements may be established by the Agency.

4. [§ 413] Limitation on the Number of Buildings

The number of buildings in the Project area shall not exceed 300.

5. [§ 414] Approximate Number of Dwelling Units

It is intended that the approximate number of dwelling units in the Project area shall not be less than 400.

6. [§ 415] Limitation on Type, Size, and Height of Buildings

Except as set forth in other Sections of this Plan, the type, size, and height of buildings shall be as limited by the applicable Federal, State, and local statutes, ordinances and regulations.

7. [§ 416] Open Spaces, Landscaping, Light, Air, and Privacy

The approximate amount of open space to be provided in the Project area shall be determined by the development standards for the Project area and shall include the total of all areas which will be in public grounds, the space around buildings, and all other outdoor areas not permitted to be covered by buildings. Landscaping shall be developed in the Project area to ensure optimum use of living plant material.

In all areas, sufficient space shall be maintained between buildings to provide adequate light and air to the maximum extent feasible.

8. [§ 417] Signs

All signs shall conform to adopted sign ordinances or development standards for the project as they now exist or are hereafter amended. Design of all proposed new signs shall be submitted prior to installation to the Agency and/or City for review and approval pursuant to the procedures of this Plan.

9. [§ 418] Buildings of Historic Significance

Prior to any development, redevelopment or rehabilitation on any parcel within the Project area, the Agency shall determine whether any structure located on such parcel is of historic significance. To the extent practical, special consideration shall be given to the protection, rehabilitation or restoration of any structure determined to be historically significant.

10. [§ 419] Utilities

The Agency shall require that all utilities be placed underground whenever physically and economically feasible.

11. [§ 420] Incompatible Uses

No use or structure by reason of appearance, traffic, smoke, glare, noise, odor, or similar factors which would be incompatible with the surrounding areas or structures shall be permitted in any part of the Project area.

12. [§ 421] Nondiscrimination and Nonsegregation

There shall be no discrimination or segregation based upon race, color, creed, sex, marital status, religion, national origin, or ancestry permitted in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project area.

13. [§ 422] Resubdivision of Parcels

No parcel in the Project area, including any parcel retained by a participant, shall be resubdivided without the approval of the Agency.

14. [§ 423] Variations

Under exceptional circumstances, the Agency is authorized to permit a variation from the limits, restrictions and controls established by this Plan. In order to permit such variation, the Agency must determine that:

- a. The application of certain provisions of the Plan would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Plan.
- b. There are exceptional circumstances or conditions applicable to the property or to the intended development of the property which do not apply generally to other properties having the same standards, restrictions, and controls.
- c. Permitting a variation will not be materially detrimental to the public welfare or injurious to property or improvements in the area.
- d. Permitting a variation will not be contrary to the objectives of this Plan or of the General Plan of the City.

No variation shall be granted which changes a basic land use or which permits other than a minor departure from the provisions of this Plan. In permitting any such variation, the Agency shall impose such conditions as are necessary to protect the public health, safety, or welfare, and to assure compliance with the purposes of this Plan. Any variation permitted by the Agency hereunder shall not supersede any other approval required under City codes and ordinances.

H. [§ 424] Design for Development

As to development for which Agency funds are expended and within the limits, restrictions, and controls established in the Plan, the Agency, in consultation with the PAC and Planning Commission, is authorized to establish heights of buildings, land coverage, setback requirements, design criteria, traffic circulation, traffic access, and other development and design controls necessary for proper development of both private and public areas within the Project area.

I. [§ 425] Building Permits

No permit shall be issued for the construction of any new building or for any construction on an existing building in the Project area from the date of adoption of this Plan until the application for such permit has been processed in the manner herein provided and, in the case of property which is the subject of a disposition and development or participation agreement with the Agency and any other property in the discretion of the Agency Board, unless and until the application for such permit has been approved by the Agency Board. Any such permit that is issued must be in conformance with the provisions of this Plan.

Upon receipt of such an application for permit the Executive Director of the Agency shall be requested by the City to review the application to determine what affect, if any, the issuance thereof would have upon the Plan. Within twenty-five (25)

days thereafter said Executive Director shall file with the City a written report setting forth his finding of fact. Said report shall include, but is not limited to, the following:

1. Whether the proposed improvements would be compatible with the standards and other requirements set forth in the Plan; and
2. What modifications, if any, in the proposed improvements would be necessary in order to meet the requirements of the Plan; and
3. Whether the applicant has entered into an agreement with the Agency for the development of said improvements and submitted development plans to the Agency.

After receipt of said report, or if no report is submitted by the Executive Director within said 25-day period, the City may issue the permit with or without conditions; provided, however that the City shall withhold the issuance of the permit if the Executive Director finds in said report that the proposed improvement does not meet the requirements of this Plan. Within five (5) days after allowing or withholding issuance of the permit the City shall notify by certified mail the applicant and the Executive Director of its decision.

The applicant may appeal the findings of the Executive Director to the Agency Board by filing a written notice of appeal within ten (10) days of receipt of the City notice. The Agency Board may at its option hear the appeal and affirm, reverse or modify the findings of the Executive Director.

V. [§ 500] METHODS FOR FINANCING THE PROJECT

A. [§ 501] General Description of the Proposed Financing Methods

The Agency is authorized to finance this Project with financial assistance from the City, State of California, property tax increments, interest income, Agency bonds, or any other available source.

Advances and loans for survey and planning and for the operating capital for nominal administration of this Project have been and are to be provided by the City until adequate tax increments or other funds are available or sufficiently assured to repay the loans and to permit borrowing adequate working capital from sources other than the City. The City as it is able will also supply additional assistance through City loans and grants for various public facilities.

As available, gas tax funds from the State of California and the County of Los Angeles will be used for the street system. Also all or a portion of the parking may be installed through a parking authority or otherwise.

The Agency is authorized to issue bonds if appropriate and feasible in an amount sufficient to finance all or any part of the Project.

The Agency is authorized to obtain advances, borrow funds and create indebtedness in carrying out this Plan. The principal and interest on such advances, funds, and indebtedness may be paid from tax increments or any other funds available to the Agency.

B. [§ 502] Tax Increments

All taxes levied upon taxable property within the Project area each year by or for the benefit of that State of California, County of Los Angeles, City of Torrance, any district, or other public corporation (hereinafter sometimes called "taxing agencies") after the effective date of the ordinance approving this Redevelopment Plan, shall be divided as follows:

1. That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of said taxing agencies upon the total sum of the assessed value of the taxable property in the Redevelopment Project as shown upon the assessment roll used in connection with the taxation of such property by such taxing agency, last equalized prior to the effective date of such ordinance, shall be allocated to and when

collected shall be paid into the funds of the respective taxing agencies as taxes by or for said taxing agencies on all other property are paid (for the purpose of allocating taxes levied by or for any taxing agency or agencies which did not include the territory of the Project on the effective date of such ordinance but to which such territory is annexed or otherwise included after such effective date, the assessment roll last equalized on the effective date of said ordinance shall be used in determining the assessed valuation of the taxable property in the Project on said effective date); and

2. That portion of said levied taxes each year in excess of such amount shall be allocated to and when collected shall be paid into a special fund of the Agency to pay the principal of and interest on bonds, loans, moneys advanced to, or indebtedness (whether funded, refunded, assumed, or otherwise) incurred by the Agency to finance or refinance, in whole or in part, this Redevelopment Project. Unless and until the total assessed value of the taxable property in the Project exceeds the total assessed value of the taxable property in the Project as shown by the last equalized assessment roll referred to in paragraph (1) hereof, all of the taxes levied and collected upon the taxable property in the Project shall be paid into the funds of the respective taxing agencies. When said bonds, loans, advances and indebtedness, if any, and interest thereon, have been paid, all moneys thereafter received from taxes upon the taxable property in the Project shall be paid into the funds of the respective taxing agencies as taxes on all other property are paid.
3. That portion of tax revenues allocated to the Agency pursuant to paragraph (2) above which is attributable to increases in the rate of tax imposed for the benefit of any affected taxing agency which levy occurs after the tax year in which the ordinance adopting this Plan becomes effective, shall be allocated to such affected taxing agency to the extent taxing agency has elected in the manner required by law to receive such allocation.

The portion of taxes mentioned in paragraph (2) is hereby irrevocably pledged for the payment of the principal of and interest on the advance of moneys, or making of loans, or the incurring of any indebtedness (whether funded, refunded, assumed, or otherwise) by the Agency to finance or refinance the Project in whole or in part.

The Agency is authorized to make such pledges as to specific advances, loans and indebtedness as appropriate in carrying out the Project.

Taxes shall be allocated and paid to the Agency consistent with the provisions of this Plan only to pay the principal of and interest on loans, moneys advanced to, or indebtedness (whether funded, refunded, assumed, or otherwise) incurred by the Agency to finance or refinance, in whole or in part, the Redevelopment Project.

The number of dollars of taxes which may be divided and allocated to the Agency pursuant to California Health and Safety Code Section 33670 shall not exceed Ten Million Dollars (\$ 10,000,000) except by amendment of this Redevelopment Plan.

No loan, advance or indebtedness to be repaid from such allocations of taxes established or incurred by the Agency to finance in whole or in part the Redevelopment Project shall be established or incurred after twelve (12) years following the date of adoption of the ordinance approving and adopting this Redevelopment Plan. Such loan, advance or indebtedness may be repaid over a period of time longer than such time limit. Such time limitation may be extended only by amendment of this Redevelopment Plan.

The amount of bonded indebtedness, to be repaid in whole or in part from such allocation of taxes, which can be outstanding at one time shall not exceed Five Million Dollars (\$ 5,000,000), without an amendment of this Redevelopment Plan.

C. [\$ 503] Other Loans and Grants

Any other loans, grants, guarantees or financial assistance from the United States or any other public or private source will be utilized if available as appropriate in carrying out the Project.

VI. [S 600] ACTIONS BY THE CITY

The City shall aid and cooperate with the Agency in carrying out this Plan and shall take all actions necessary to ensure the continued fulfillment of the purposes of this Plan and to prevent the recurrence or spread in the area of conditions causing blight. Action by the City shall include, but not be limited to, the following:

A. Institution and completion of proceedings for opening, closing, vacating, widening, or changing the grades of streets, alleys, and other public rights-of-way, and for other necessary modifications of the streets, the street layout, and other public rights-of-way in the Project area. Such action by the City shall include the requirement of abandonment and relocation by the public utility companies of their operations in public rights-of-way as appropriate to carry out this Plan.

B. Institution and completion of proceedings necessary for changes and improvements in publicly-owned public utilities within or affecting the Project area.

C. Revision of zoning within the Project area to permit the land uses and development authorized by this Plan.

D. Performance of the above, and of all other functions and services relating to public health, safety, and physical development normally rendered in accordance with a schedule which will permit the redevelopment of the Project area to be commenced and carried to completion without unnecessary delays.

E. The undertaking and completing of any other proceedings necessary to carry out the Project.

VII. [S 700] ADMINISTRATION AND ENFORCEMENT OF THE PLAN

The administration and enforcement of this Plan including the preparation and execution of any documents implementing this Plan shall be performed by the Agency and/or the City.

The provisions of this Plan or other documents entered into pursuant to this Plan may also be enforced by court litigation instituted by either the Agency or the City. Such remedies may include, but are not limited to, specific performance, damages, reentry, injunctions, or any other remedies appropriate to the purposes of this Plan. In addition, any recorded provisions which are expressly for the benefit of owners of property in the Project area may be enforced by such owners.

VIII. [§ 800] DURATION OF THIS PLAN

Except for the nondiscrimination and nonsegregation provisions which shall run in perpetuity, the provisions of this Plan shall be effective and the provisions of other documents formulated pursuant to this Plan may be made effective for 35 years from the date of adoption of this Plan by the City Council.

IX. [§ 900] PROCEDURE FOR AMENDMENT

This Plan may be amended by means of the procedure established in Sections 33450-33458 of the Community Redevelopment Law or by any other procedure established by law.

**AMENDMENT NO. 1 TO THE
TORRANCE DOWNTOWN REDEVELOPMENT PLAN**

1. Section 800 is amended to read as follows:

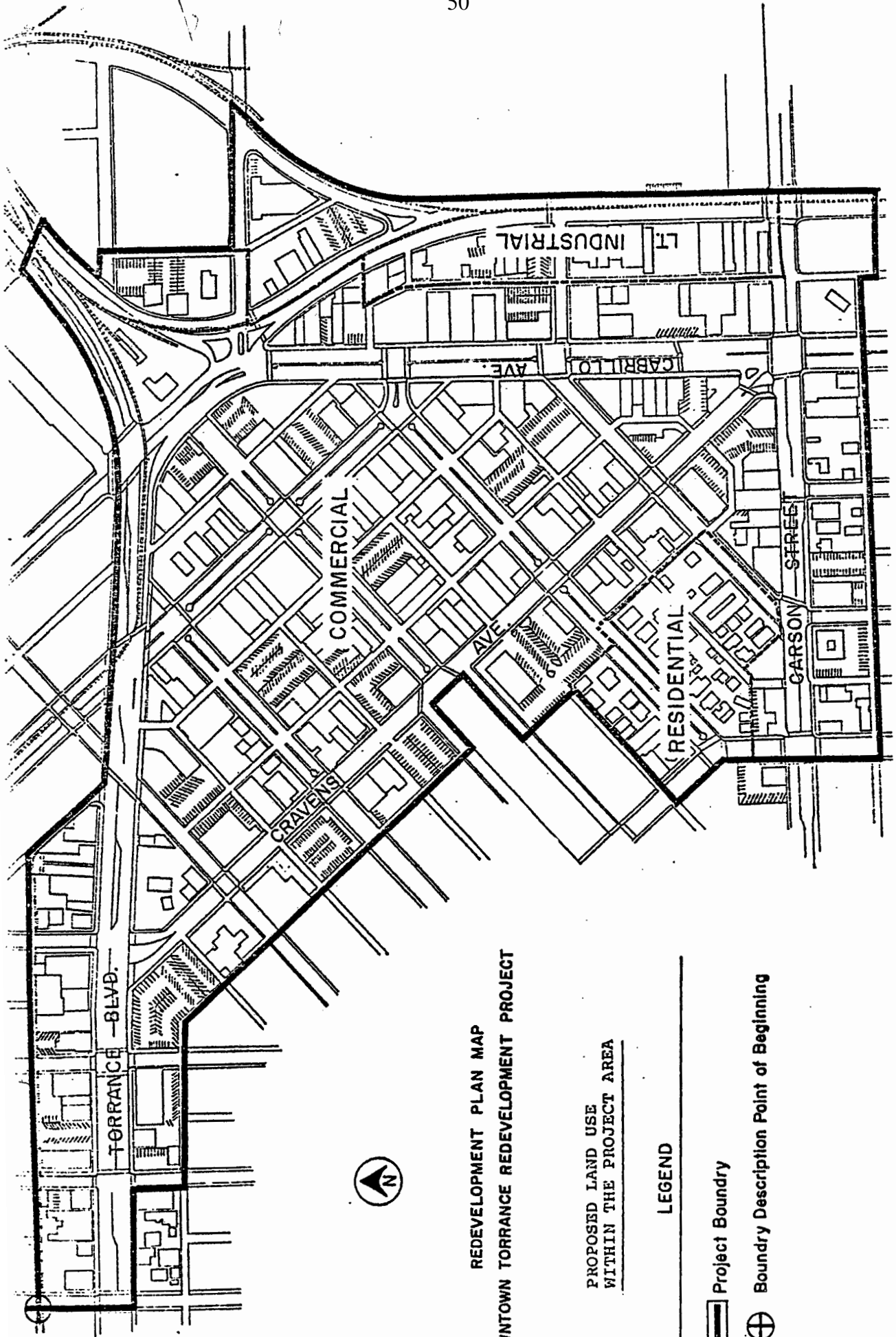
"Except for the nondiscrimination and nonsegregation provisions which shall run in perpetuity, the provisions of this Plan shall be effective and the provisions of other documents formulated pursuant to this Plan may be made effective for fifty (50) years from the date of adoption of the Plan by the City Council."
2. Section 502, paragraph 8, is amended to read as follows:

"The number of dollars of taxes which may be divided and allocated to the Agency pursuant to California Health and Safety Code Section 33670 shall not exceed Fifty (50) Million Dollars except by amendment of this Redevelopment Plan."
3. Section 502, paragraph 10, is amended to read as follows:

"The amount of bonded indebtedness, to be repaid in whole or in part from such allocation of taxes, which can be outstanding at one time shall not exceed Eighteen (18) Million Dollars, without an amendment of this Redevelopment Plan."
4. Section 303, paragraph 3, is amended to read as follows:

"No eminent domain proceeding to acquire property within the Project area shall be commenced after twelve (12) years following the date of adoption of the ordinance approving and adopting Amendment No. 1 to this Redevelopment Plan. Such time limitation may be extended only by amendment of this Redevelopment Plan."
5. Section 502, paragraph 9, is amended to read as follows:

"No loan, advance or indebtedness to be repaid from such allocations of taxes established or incurred by the Agency to finance in whole or in part the Redevelopment Project shall be established or incurred after twenty (20) years following the date of adoption of the ordinance approving and adopting this Redevelopment Plan. Such loan, advance or indebtedness may be repaid over a period of time longer than such time limit. Such time limitation may be extended only by amendment of this Redevelopment Plan."



REDEVELOPMENT PLAN MAP
 DOWNTOWN TORRANCE REDEVELOPMENT PROJECT

PROPOSED LAND USE
 WITHIN THE PROJECT AREA

LEGEND

Project Boundary

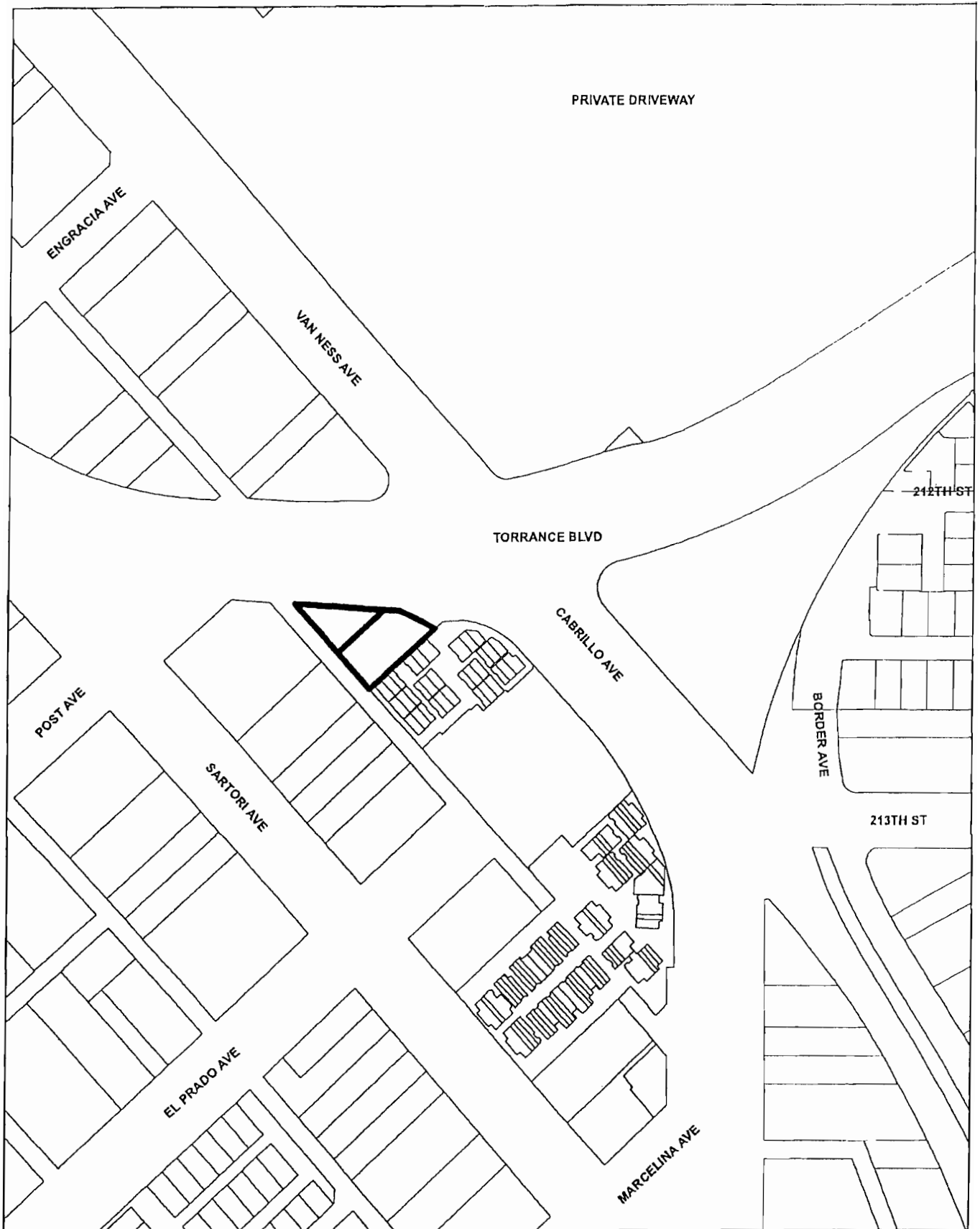
Boundary Description Point of Beginning

**STREETS AND HIGHWAYS CODE
SECTION 32501**

32501. The supplying of additional parking facilities and the performance of all undertakings incidental or advantageous thereto are public uses and purposes for which public money may be spent and private property acquired, and are governmental functions.

Exhibit 1

Supporting Documents for
1956 Torrance Boulevard

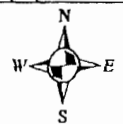


T:\MANGS\2011\Inventory of Redevelopment Properties.mxd

Lines and photos are approximate, not to be used for establishing absolute or relative positions



7355-027-914
7355-027-915



Redevelopment Agency
April 25, 2000

Agency Item 4A

Honorable Chairwoman and Members
of the Torrance Redevelopment Agency
City Hall
Torrance, California

Members of the Agency:

SUBJECT: Consideration of the Purchase Agreement and Escrow Instructions between the Redevelopment Agency and Tom A. and Snejana Nizitich for properties located at 1956 Torrance Boulevard.

Expenditure: \$225,000

RECOMMENDATION:

Redevelopment Agency staff and the Executive Director recommend that the Redevelopment Agency approve the Commercial Property Purchase Agreement, Receipt for Deposit, and Escrow Instructions between the Redevelopment Agency and Tom A. and Snejana Nizitich for the property located at 1956 Torrance Boulevard and direct the Chairman to execute the Agreement and appropriate \$225,000 from the proceeds of the sale of property at 1256 & 1266 Sartori Avenue.

Funding:

Funding is available from the sale of the Brew Pub property in the Downtown Capital project of which \$210,000 will be for the purchase price and \$15,000 for other related expenses.

BACKGROUND AND ANALYSIS:

The Redevelopment Agency will acquire 1956 Torrance Boulevard for the purposes of rehabilitating and improving the site for parking and to further the goals of the Downtown Redevelopment Plan. This acquisition achieves the goals of the Redevelopment Plan and provides a strong impetus for the continued recycling of obsolete land uses to modern productive land uses that will add to the revitalization of the project area. Staff has received a number of inquires for the leasing of parking spaces in the Downtown area and will bring forward an item to lease some or all of the available parking as soon as possible after the close of escrow.

On April 11, 2000, the Redevelopment Agency approved the purchase of a building and parking lot located at 1956 Torrance Boulevard (APN 7355-027-001 & 002) and directed staff to negotiate a purchase within certain parameters. Negotiations have been proceeding and a Purchase Agreement has been prepared that satisfies the stipulated parameters. The Redevelopment Agency is proposing to purchase both parcels for \$210,000 plus \$15,000 for other related expenses (i.e. Relocation and closing costs).

The Agreement provides the Agency to be responsible for the deposit of \$10,000 to open escrow and pay for title insurance costs. Both the seller and the Agency are responsible for 50/50 split of governmental transfer fees and escrow costs. Also, the Agency will pay up to the first \$8,000 towards relocation cost and the Seller will be responsible for an additional \$10,000 in relocation costs if needed.

Respectfully submitted,

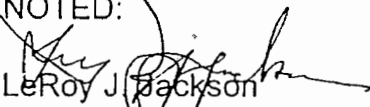
Jeffery W. Gibson
Deputy Executive Director

By 
Michael G. Bihn
Planning Manager
Redevelopment & Housing

CONCUR:


Jeffery W. Gibson
Deputy Executive Director

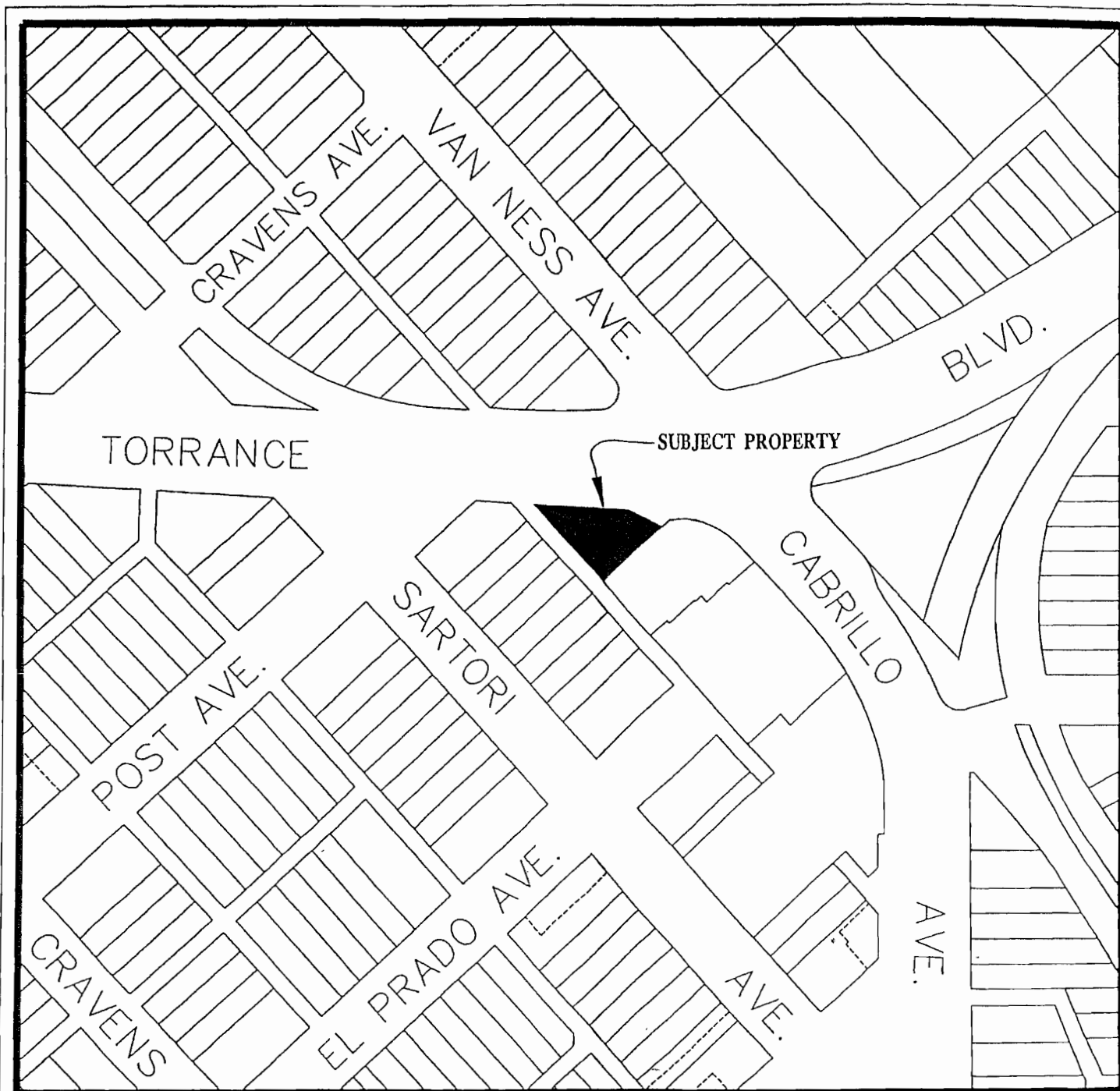
NOTED:


Leroy J. Jackson
Executive Director

MGB:CMTC X:\CCHUN\DOWNTOWN\item purchase drale prop 1956 Torrance Blvd.doc

ATTACHMENT:

- A. Location Map
- B. Commercial Property Purchase Agreement, Receipt for Deposit, and Escrow Instructions



City of Torrance Planning Department

LOCATION MAP

1956 Torrance Blvd.



NOT TO SCALE



Date: 4-20-2000, at Torrance, California. Received From: Redevelopment Agency of The City of Torrance ("Buyer"). A Deposit Of: TEN THOUSAND Dollars \$ 10,000. Purchase Price Of: TWO HUNDRED TEN THOUSAND Dollars \$ 210,000. For Purchase Of Property Situated In: Torrance County Of: Los Angeles, California. Described as: 956 Torrance Blvd. and adjacent parking lot. Assessor's Parcel No: 7355-027-001 and (Property).

- 1. FINANCING: Obtaining the loans below is a contingency of this Agreement. Buyer shall act diligently and in good faith to obtain the designated loans. A. BUYER'S DEPOSIT shall be held uncashed until [] Acceptance, [X] opening of escrow, or [] ... \$ 10,000. B. INCREASED DEPOSIT shall be deposited with ... \$... C. FIRST LOAN IN THE AMOUNT OF ... \$... OR [] ASSUMPTION (or [] "subject to") Existing First Deed of Trust encumbering the Property, securing a note payable at maximum interest of ...% fixed rate, or ...% initial adjustable rate with a maximum interest rate cap of ...%, interest amortized over the life of the loan (or [] years), balance due in ... years. D. SECOND LOAN IN THE AMOUNT OF ... \$... OR [] ASSUMPTION (or [] "subject to") Existing Second Deed of Trust encumbering the Property, securing a note payable at maximum interest of ...% fixed rate, or ...% initial adjustable rate with a maximum interest rate cap of ...%, interest amortized over the life of the loan (or [] years), balance due in ... years. E. ADDITIONAL FINANCING TERMS: ... \$... F. SELLER FINANCING: For any Seller financing designated above, Buyer is to execute a note secured by a deed of ... \$... G. BALANCE OF PURCHASE PRICE (not including costs of obtaining loans and other closing costs) to be deposited \$ 200,000 with escrow holder within sufficient time to close escrow. H. TOTAL PURCHASE PRICE ... \$ 210,000. I. LOAN CONTINGENCY shall remain in effect until the designated loans are funded, or assumed financing is approved (or [] Days After Acceptance, by which time Buyer shall give Seller written notice of Buyer's election to cancel this Agreement if Buyer is unable to obtain or assume the designated loans. J. LOAN APPLICATIONS: For NEW financing, within 5 (or [] Days After Acceptance, (i) Buyer shall submit a loan application and credit report to lender or mortgage loan broker and (ii) Buyer shall notify Seller in writing of the lender or mortgage loan broker to whom the documentation was submitted, and when. K. ALL CASH OFFER: If this is an all cash offer, Buyer shall, within 5 (or [] Days After Acceptance, provide Seller written verification of sufficient funds to close this transaction. L. APPRAISAL CONTINGENCY: (If checked) This Agreement is contingent upon Property appraising at no less than the specified total purchase price. M. ASSUMED OR "SUBJECT TO" FINANCING: Seller shall provide Buyer copies of all applicable notes and deeds of trust, loan balances and current interest rates ("Loan Information"). 2. ESCROW: This Agreement shall constitute mutual instructions by Buyer and Seller to Escrow Holder not to prepare any document restating, rephrasing, or amending this Agreement, without further written instructions from both parties.

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 1 of 2 Pages. Buyer's Initials () Seller's Initials ()

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REVISED 10/98

OFFICE USE ONLY Reviewed by Broker or Designee Date




Property Address: 7355-027-001 and 7355-027-002 Date: 4-20-2000

TORRANCE CA

- 3. KEYS: At the time possession is made available to Buyer, Seller shall provide keys and/or means to operate all Property locks, mailboxes, security systems, alarms, and garage door openers. If Property is a unit in a condominium or subdivision, Buyer may be required to pay a deposit to the Owner's Association ("OA") to obtain keys to accessible OA facilities.
- 4. ALLOCATION OF COSTS: (Check boxes which apply. If needed, insert additional instructions in blank lines.)
 - GOVERNMENTAL TRANSFER FEES:
 - A. Buyer Seller shall pay County transfer tax or transfer fee. 50/50 SPLIT
 - B. Buyer Seller shall pay City transfer tax or transfer fee. 50/50 SPLIT
 - TITLE AND ESCROW COSTS:
 - C. Buyer Seller shall pay for owner's title insurance policy, issued by Penninsula Escrow company. (Buyer shall pay for any title insurance policy insuring Buyer's Lender, unless otherwise agreed.)
 - D. Buyer Seller shall pay escrow fee 50/50 SPLIT. Escrow holder shall be _____.
 - SEWER/SEPTIC/WELL COSTS:
 - E. Buyer Seller shall pay for sewer connection, if required by Law prior to Close Of Escrow. _____
 - F. Buyer Seller shall pay to have septic or private sewage disposal system inspected. _____
 - G. Buyer Seller shall pay to have wells tested for water quality, potability, productivity, and recovery rate. _____
 - OTHER COSTS:
 - H. Buyer Seller shall pay Owners' Association transfer fees. _____
 - I. Buyer Seller shall pay Owners' Association document preparation fees. _____
 - J. Buyer Seller shall pay for zone disclosure reports. _____
 - K. Buyer Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards and inspections required as a condition of closing escrow under any Law. _____
- 5. TITLE AND VESTING:
 - A. Within the time specified in paragraph 21, Buyer shall be provided a current preliminary (title) report (which is only an offer by the title insurer to issue a policy of title insurance, and may not contain every item affecting title). Buyer shall, within the time specified in paragraph 21, provide written notice to Seller of any items reasonably disapproved.
 - B. At Close Of Escrow, Buyer shall receive a grant deed conveying title, including oil, mineral and water rights, if currently owned by Seller. Title shall be subject to all encumbrances, easements, covenants, conditions, restrictions, rights, and other matters which are of record or disclosed to Buyer prior to Close Of Escrow, unless disapproved in writing by Buyer within the time specified in paragraph 21. However, title shall not be subject to any liens against the Property, except for those specified in the Agreement. Buyer shall receive a CLTA title insurance policy. (An ALTA policy, which may require a survey, may provide greater coverage for Buyer. If Buyer chooses this policy, the increased cost over a CLTA policy shall be paid for by Buyer.) The title company, at Buyer's request, can provide information about availability, desirability and cost of various title insurance coverages. Title shall vest as designated in Buyer's escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES.
- 6. CONDITION OF PROPERTY:
 - A. EXCEPT AS SPECIFIED IN THIS AGREEMENT, Property is sold "AS IS," WITHOUT WARRANTY, in its PRESENT physical condition.
 - B. PROPERTY MAINTENANCE: Unless otherwise agreed, Property, including landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance.
 - C. INSPECTIONS AND DISCLOSURES: Buyer's right to inspect the Property and disapprove of its condition based upon items discovered in Buyer's inspections, shall be governed by the procedure in paragraphs 9 and 21. SELLER IS OBLIGATED TO DISCLOSE KNOWN MATERIAL FACTS AND TO MAKE OTHER DISCLOSURES REQUIRED BY LAW, WHETHER OR NOT SELLER WARRANTS ANY ASPECT OF THE PROPERTY.
- 7. FIXTURES: All EXISTING fixtures and fittings that are attached to the Property, or for which special openings have been made, if owned by Seller, are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens and "AS IS," unless specifically warranted. FIXTURES EXCLUDED: Restaurant Equipment owned by tenant. Within the time specified in paragraph 21, Seller shall give Buyer a list of fixtures not owned by Seller. Buyer, within the time specified in paragraph 21, shall notify Seller in writing of any disapproval.
- 8. PERSONAL PROPERTY: A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price, shall be delivered to Buyer within the time specified in paragraph 21. Buyer, within the time specified in paragraph 21, shall notify Seller in writing of any disapproval. Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition, except _____
As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and any insurance proceeds.
- 9. BUYER'S INVESTIGATION OF PROPERTY CONDITION: Buyer's Acceptance of the condition of the Property is a contingency of this Agreement, as specified in this paragraph and paragraph 21. Buyer shall have the right, at Buyer's expense, to conduct inspections, investigations, tests, surveys, and other studies ("Inspections"), including the right to inspect for wood destroying pests and organisms. No Inspections shall be made by any governmental building or zoning inspector, or government employee, without Seller's prior written consent, unless required by Law. Property improvements may not be built according to codes or in compliance with current Law, or have had permits issued. Buyer shall, within the time specified in Paragraph 21, complete these Inspections and notify Seller in writing of any items reasonably disapproved. Seller shall make Property available for all Inspections. Buyer shall: keep Property free and clear of liens; indemnify and hold Seller harmless from all liability, claims, demands, damages and costs; and repair all damages arising from Inspections. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, worker's compensation, and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any work done on the Property at Buyer's direction, prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a notice of non-responsibility for work done on the Property at Buyer's direction. At Seller's request, Buyer shall give Seller, at no cost, complete copies of all Inspection reports obtained by Buyer concerning the Property. Seller shall have water, gas, and electricity on for Buyer's Inspections, and through the date possession is made available to Buyer.
- 10. ENVIRONMENTAL SURVEY: Within _____ Days After Acceptance, Buyer shall be provided a phase one environmental survey report paid for and obtained by Buyer, Seller. Buyer, within the time specified in paragraph 21, shall provide Seller with written notice of any item disapproved.
- 11. ENVIRONMENTAL HAZARD CONSULTATION: Buyer and Seller acknowledge: (1) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (2) Broker has made no representation concerning the applicability of any such law to this transaction, or to Buyer, or to Seller, except as otherwise indicated in this Agreement; (3) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (4) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location, and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.
- 12. AMERICANS WITH DISABILITIES ACT: The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. The ADA can require, among other things, buildings to be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker does not have the technical expertise either to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact an attorney, contractor, architect, engineer, or other qualified professional of his/her own choosing to determine to what degree, if at all, the ADA impacts upon that principal or this transaction.

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 2 of 2 Pages.
Buyer's Initials (_____) (_____) Seller's Initials (AT) (SA)

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 Date _____


13. PRORATIONS AND PROPERTY TAXES: Unless otherwise agreed in writing, real property taxes and assessments, interest, rents, other revenue utilities, OA regular, special, and emergency dues and assessments imposed prior to Close of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments which are now a lien shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow. Prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and OA special assessments that are now a lien but not yet due, shall be assumed by Buyer WITHOUT CREDIT toward the purchase price. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (1) For periods after Close Of Escrow, by Buyer; and, (2) For periods prior to Close Of Escrow, by Seller. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Exceptions: _____

14. SELLER DISCLOSURES: Within the time specified in paragraph 21, Seller, shall provide to Buyer, in writing, the following disclosures and information. Buyer shall then, within the time specified in paragraph 21, investigate the disclosures and information, and provide written notice to Seller of any item disapproved.

- A. ZONE DISCLOSURES: Special Flood Hazard Areas; Potential Flooding (Inundation) Areas; Very High Fire Hazard Severity Zones; State Fire Responsibility Areas; Earthquake Fault Zones; Seismic Hazard Zones, or any other federal, state, or locally designated zone for which disclosure is required by Law.;
- B. BOOKLETS AND GUIDES: Earthquake Guide (and disclosures), if required by law, and Environmental Hazards Booklet.
- C. STRUCTURAL MODIFICATIONS: Any known structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.
- D. GOVERNMENTAL COMPLIANCE: Any improvements, additions, alterations, or repairs ("Improvements") made by Seller, or known to Seller to have been made, without required governmental permits, final inspections, and approvals.
- E. VIOLATION NOTICES: Any notice of violations of city, county, state, or federal building, zoning, fire, or health laws, codes, statutes, ordinances, regulations, or rules filed or issued against the Property and actually known to Seller.
- F. MISCELLANEOUS ITEMS: Any of the following, if actually known to Seller: (1) any current pending lawsuit(s), investigation(s), inquiry(ies), actions, or other proceeding(s) affecting the Property, or the right to use and occupy it; (2) any unsatisfied mechanic or materialman lien(s) affecting the Property; and, (3) that any tenant of the Property is the subject of a bankruptcy.

15. SELLER DOCUMENTATION: Within the time specified in paragraph 21, Seller shall provide Buyer the following information. Buyer shall then, within the time specified in paragraph 21, investigate the information and provide written notice to Seller of any item disapproved.

- A. SURVEYS, PLANS AND ENGINEERING DOCUMENTS: Copies of surveys, plans, specifications, and engineering documents, if any, in Seller's possession or control.
- B. RENTAL SERVICE AGREEMENTS: (1) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; (2) a rental statement including names of tenants, rental rates, period of rental, date of last rent increase, security deposits, rental concessions, rebates, or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any concession, rebate, or other benefit, except as set forth in these documents.
- C. INCOME AND EXPENSE STATEMENTS: The books and records, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business, and used by Seller in the computation of federal and state income tax returns.
- D. ESTOPPEL CERTIFICATES: Estoppel certificates completed by Seller or Seller's agent, acknowledging: (1) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (2) that no lessor defaults exist; and, (3) stating the amount of any prepaid rent or security deposit. Estoppel certificates shall be signed by tenants or, if a tenant does not sign, by Seller or Seller's agent, who shall indicate whether or not the signature is binding upon the tenant.
- E. PERMITS: If in Seller's possession, copies of all permits and approvals concerning the Property, obtained from any governmental entity, including, but not limited to, Certificates of Occupancy, Conditional Use Permits, Development Plans, and licenses and permits pertaining to the operation of the Property.

16. CHANGES DURING ESCROW:

- A. Prior to Close Of Escrow, Seller may only engage in the following acts (collectively "Changes") subject to Buyer's rights in paragraph 16B: (1) rent or lease any vacant unit or other part of the premises; (2) alter, modify, or extend any existing rental or lease agreement; (3) enter into, alter, modify or extend any service contract(s); or (4) change the status of the condition of Property.
- B. Seller shall give written notice to Buyer of any proposed Changes. Buyer, within the time specified in paragraph 21, shall notify Seller in writing of disapproval of any such proposed Change. If Buyer disapproves, Seller shall not make the proposed Change.

17. SECURITY DEPOSITS: Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the Civil Code.

18. REPAIRS: Repairs under this Agreement shall be completed prior to Close Of Escrow, unless otherwise agreed in writing. Work to be performed at Seller's expense may be performed by Seller or through others, provided that work complies with applicable laws, including governmental permit, inspection, and approval requirements. Repairs shall be performed in a skillful manner with materials of quality comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible.

19. WITHHOLDING TAXES: Seller and Buyer agree to execute and deliver any instrument, affidavit, statement, or instruction reasonably necessary to comply with federal (FIRPTA) and California withholding Laws, if required (such as C.A.R. Form AS-11).


20. BROKERAGE: Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, or finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify, defend, and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representations in this paragraph.

21. TIME PERIODS/DISAPPROVAL RIGHTS/REMOVAL OF CONTINGENCIES/CANCELLATION RIGHTS:

- A. TIME PERIODS: The following time periods shall apply, unless changed by mutual written agreement:
 - (1) SELLER HAS: 5 (or _____) Days After Acceptance or, as applicable, discovery, to request (or if no request is necessary, to complete) and 2 Days After receipt (or completion) to provide to Buyer all reports, disclosures, and information for which Seller is responsible under paragraphs 1M, 4, 5, 7, 8, 14, 15, and 16.
 - (2) BUYER HAS: (a) 10 (or _____) Days After Acceptance to complete all Inspections, investigations, and review of reports and other applicable information for which Buyer is responsible and 30 (or _____) Days After Acceptance to complete geologic, soil and environmental Inspections. WITHIN THIS TIME, Buyer must either disapprove in writing any items which are unacceptable to Buyer, or remove any contingency or disapproval right associated with that item by the active or passive method, as specified below; (b) 5 (or _____) Days After receipt of (i) environmental survey in paragraph 10, and (ii) each of the items in paragraph 21A(1) to either disapprove in writing any items which are unacceptable to Buyer, or to remove any contingency or disapproval right associated with that item, by the active or passive method, as specified below.
 - (3) SELLER'S RESPONSE TO BUYER'S DISAPPROVALS: Seller shall have 5 (or _____) Days After receipt of Buyer's written notice of items reasonably disapproved, to respond in writing. If Seller refuses or is unable to make repairs to, or correct, any items reasonably disapproved by Buyer, or if Seller does not respond within the time period specified, Buyer shall have 5 (or _____) Days After receipt of Seller's response, or after the expiration of the time for Seller to respond, whichever occurs first, to cancel this Agreement in writing.

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 3 of 31 Pages.
Buyer's Initials (_____) (_____) Seller's Initials (_____) (_____)

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 Date _____


- B. ACTIVE OR PASSIVE REMOVAL OF BUYER'S CONTINGENCIES:**
- (1) **ACTIVE METHOD (APPLIES IF CHECKED):** If Buyer does not give Seller written notice of items reasonably disapproved, removal of contingencies or disapproval right, or notice of cancellation within the time periods specified, Seller shall have the right to cancel this Agreement by giving written notice to Buyer.
 - (2) **PASSIVE METHOD (Applies UNLESS Active Method is checked):** If Buyer does not give Seller written notice of items reasonably disapproved, or of removal of contingencies or disapproval right, or notice of cancellation within the time periods specified, Buyer shall be deemed to have removed and waived any contingency or disapproval right, or the right to cancel, associated with that item.
- C. EFFECT OF CONTINGENCY REMOVAL:** If Buyer removes any contingency or cancellation right by the active or passive method, as applicable, Buyer shall conclusively be deemed to have: (1) Completed all Inspections, investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (2) Elected to proceed with the transaction; and, (3) Assumed all liability, responsibility, and expense for repairs or corrections pertaining to that contingency or cancellation right, or for inability to obtain financing if the contingency pertains to financing, except for items which Seller has agreed in writing to repair or correct.
- D. CANCELLATION OF SALE/ESCROW; RETURN OF DEPOSITS:** If Buyer or Seller gives written NOTICE OF CANCELLATION pursuant to rights duly exercised under the terms of this Agreement, Buyer and Seller agree to sign mutual instructions to cancel the sale and escrow and release deposits, including any accumulated interest, less fees and costs, to the party entitled to the funds. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Release of funds will require mutual, signed release instructions from both Buyer and Seller, judicial decision, or arbitration award.

22. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase by reason of any default of Buyer, Seller shall retain, as liquidated damages for breach of contract, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement.

Buyer's Initials _____ Seller's Initials ESN

- 23. DISPUTE RESOLUTION:**
- A. MEDIATION:** Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraphs 23C and D below. Mediation fees, if any, shall be divided equally among the parties involved. If any party commences an action based on a dispute or claim to which this paragraph applies, without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
 - B. ARBITRATION OF DISPUTES:** Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, subject to paragraphs 23C and D below. The arbitrator shall be a retired judge or justice, or an attorney with at least five years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials _____ Seller's Initials ESN

- C. EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration: (a) Judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (b) An unlawful detainer action; (c) The filing or enforcement of a mechanic's lien; (d) Any matter which is within the jurisdiction of a probate, small claims, or bankruptcy court; and (e) An action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
- D. BROKERS:** Buyer and Seller agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the Agreement.

- 24. DEFINITIONS:** As used in this Agreement:
- A. "Acceptance"** means the time the offer or final counter offer is accepted in writing by the other party, in accordance with this Agreement or the terms of the final counter offer.
 - B. "Agreement"** means the terms and conditions of this Purchase Agreement and any counter offer or addendum.
 - C. "Days"** means calendar days, unless otherwise required by Law.
 - D. "Days After . . ."** means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs.
 - E. "Close Of Escrow"** means the date the grant deed, or other evidence of transfer of title, is recorded.
 - F. "Law"** means any law, code, statute, ordinance, regulation, or rule, which is adopted by a controlling city, county, state or federal legislative or judicial body or agency.
 - G. "Repairs"** means any repairs, alterations, replacements, or modifications, (including pest control work) of the Property.
 - H. Singular and Plural terms** each include the other, when appropriate.
 - I. C.A.R. Form** means the specific form referenced or another comparable form agreed to by the parties.

- 25. PROPERTY DATA SYSTEM:** If Broker is a participant of a Property Data System, Broker is authorized to report the terms of this transaction to any such Property Data System, to be published and disseminated to persons and entities authorized to use the information, on terms approved by the Property Data System.
- 26. EQUAL OPPORTUNITY:** The Property is sold in compliance with federal, state, and local anti-discrimination Laws.
- 27. ATTORNEY'S FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney's fees and costs, except as provided in paragraph 23A.

Buyer and Seller acknowledge receipt of copy of this page, which constitutes page 4 of _____ pages.
 Buyer's Initials _____ Seller's Initials ESN

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 Date _____



Property Address: ⁶³ 7355-0~~01~~-001 and 7355-027-002 Date: 4-20-2000
TORRANCE CA

- 28. SELECTION OF SERVICE PROVIDERS: If Brokers give Buyer or Seller referrals to persons, vendors, or service or product providers ("Providers"), Brokers do not guarantee the performance of any of those Providers. Buyer and Seller may select ANY Providers of their own choosing.
- 29. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. No extension of time or waiver for performance of any act or obligation shall be deemed an extension of time or waiver for any other act or obligation. All prior agreements between the parties are incorporated in this Agreement which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The captions in this Agreement are for convenience of reference only and are not intended as part of this Agreement. This Agreement may not be extended, amended, modified, altered, or changed except in writing signed by Buyer and Seller.
- 30. ASSIGNMENT: Buyer shall not assign all or any part of its interests in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld, unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of its obligations pursuant to this Agreement.
- 31. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
- 32. COPIES: Seller and Buyer each represent that copies of all reports, documents, certificates, approvals, and other documents which are furnished to the other are true, correct, and unaltered copies of the original documents, if the originals are in the possession of the furnishing party.
- 33. GOVERNING LAW: This Agreement shall be governed by the laws of the state of California.
- 34. AUTHORITY: Any person or persons signing this Agreement represent(s) that such person has full power and authority to bind that person(s) principal, and that the designated Buyer and Seller has full authority to enter into and perform this Agreement. Entering into this Agreement, and the completion of the obligations pursuant to this contract, does not violate any Articles of Incorporation, By Laws, Partnership Agreement, or other document governing the activity of either Buyer or Seller.
- 35. OTHER TERMS AND CONDITIONS, including ATTACHED SUPPLEMENTS

- Buyer Inspection Advisory (C.A.R. Form BIA-14)
- Seller Financing Addendum and Disclosure (C.A.R. Form SFA-14)
- Intent To Exchange Supplement (C.A.R. Form ES-14)

1. Buyer must have final signed copy of contract delivered to Seller or Seller's agent by 5/13/2000.

2. Buyer will pay up to \$8,000 toward relocation of current tenant.

3. Seller will pay up to \$10,000 toward relocation of current tenant after the City (Buyer) pays up to \$8,000 for relocation expenses. The \$10,000 will be withheld in an escrow account with any remaining amount to be refunded to seller within 6 months after close of escrow. Buyer will use due diligence to complete the relocation within 60 days after close of escrow and to refund the \$10,000 or remaining portion, if any, to the seller within 60 days after close of escrow.

4. Seller represents and warrants that Seller has no knowledge of any Hazardous Substances in, on, or under any part of the Property. "Hazardous Substances" include any substance or material defined or designated as hazardous or toxic substance, or other similar term, by any federal, state, or local environmental statute, regulation, or ordinance presently in effect. Seller represents and warrants that Seller has disclosed all information concerning the Property of which Seller is aware which may materially affect the value of the Property and/or Buyer's continued ability to utilize the Property.


5. Buyer, at Buyer's option, may provide a phase one environmental survey report paid for and obtained by the buyer.

- 36. NOTICES: Whenever notice is given under this Agreement, each notice shall be in writing, and shall be delivered personally, by facsimile, or by mail, postage prepaid. Notice shall be delivered to the address set forth below the recipient's signature of acceptance. Either party may change its notice address by providing notice to the other party.
- 37. AGENCY CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:
 Listing Agent: The Benthly Real Estate Group (Print Firm Name) is the agent of (check one):
 the Seller exclusively; or
 both the Buyer and Seller.
 Selling Agent: The Benthly Real Estate Group (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):
 the Buyer exclusively; or
 the Seller exclusively; or
 both the Buyer and Seller.
 (In all transactions, a broker may not act for more than one party without the knowledge or consent of all parties.)

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 63 of 63 Pages.
 Buyer's Initials () () Seller's Initials (BS) (ON)

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 Date _____


LICENSE AGREEMENT

This License Agreement ("License") is made and entered into as of DECEMBER 23, 2000, by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("AGENCY") Century Dental Plan, a California corporation ("LICENSEE").

RECITALS:

- A. AGENCY is the owner of fee title to property located at 1940-1960 Torrance Blvd., Torrance, California, which includes a parking lot.
- B. LICENSEE operates a business located at 1270 Sartori Avenue, Torrance, California.
- C. LICENSEE desires to use four parking spaces owned by the AGENCY for employee parking.

AGREEMENT:

1. PREMISES
AGENCY grants LICENSEE a license to occupy and use for parking, subject to all terms and conditions stated, four designated parking spaces in the AGENCY-owned parking lot located at 1940-1960 Torrance Blvd., as depicted in Exhibit A (the "Premises"). Premises is defined as the four designated parking spaces only and does not include the adjacent walls and structures.
2. USE
The Premises may be occupied and used by LICENSEE only for the purpose of employee parking.
3. TERM
The term of this License will be on a month-to-month basis commencing on the Effective Date written above.
4. COMPENSATION
 - A. LICENSEE agrees to pay AGENCY in advance, on the first day of each month the sum of \$200 ("Minimum Monthly Fee"). If this License does not commence on the first day of a calendar month or end on the last day of a calendar month, LICENSEE will pay prorated rent for the first and last month, as the case may be, in the amount of 1/30th of the Minimum Monthly Fee times the number of days for which the fee is being prorated.
 - B. All rent payable to the AGENCY will be paid, without abatement, deduction or offset, to the Finance Department of the City of Torrance located at 3031 Torrance Blvd., Torrance, California, 90503.

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5. COMPLIANCE WITH LAW

LICENSEE agrees to comply with the Redevelopment Plan for the Downtown Redevelopment Project Area and all ordinances, rules, laws or regulations of the City of Torrance and of any other governmental agency that are applicable to the Premises.

6. SECURITY AND MAINTENANCE

Security and maintenance of the Premises will be the responsibility of the LICENSEE. LICENSEE agrees to maintain the Premises in a neat and sanitary condition.

7. ALTERATIONS

LICENSEE may not make or permit any alterations or additions to the Premises.

8. SURRENDER

At the expiration of the term of this License, LICENSEE must surrender the Premises to the AGENCY in the same condition as received, reasonable wear and tear excepted.

9. INDEMNIFICATION

LICENSEE will indemnify, pay for cost of defense, and hold harmless AGENCY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss. The obligation to indemnify, pay for cost of defense, and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of LICENSEE, its officers, employees, agents, sublicensees or vendors. It is further agreed, LICENSEE's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of AGENCY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of AGENCY, its officers, employees or agents.

10. INSURANCE

LICENSEE shall furnish the AGENCY a certificate of liability insurance for the premises in the amount of \$1,000,000 combined single limit and naming the AGENCY, the City Council, each member thereof and each officer and employee of the AGENCY as an additional insured on the policy. The certificate of insurance will be filed with this LICENSE in the office of the City Clerk.

11. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

LICENSEE

Dr. Campbell
 Century Dental Center
 117 So. Los Robles Ave.
 Pasadena, CA 91101
 Fax: (626) 449-4932

AGENCY:

Clerk of the Redevelopment Agency
 City of Torrance
 3031 Torrance Boulevard
 Torrance, CA 90509-2970
 Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

12. DEFAULT

The occurrence of any one or more of the following events will constitute a default and breach of this License by LICENSEE:

- A. The failure to pay the Minimum Monthly Fee within three days of its due date; or
- B. The failure to perform any of LICENSEE's obligations under this License, other than the obligation to pay the Minimum Monthly Fee, more than five days after written notice from the AGENCY.

13. PROHIBITION AGAINST ASSIGNMENT AND SUBLETTING

LICENSEE may not at any time during the term of this License assign, sublease or transfer this License.

14. INTEGRATION; AMENDMENT

This License represents the entire understanding of AGENCY and LICENSEE as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this License. The License may not be modified or altered except in writing signed by both parties.

15. INTERPRETATION

The terms of this License should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this License or any other rule of construction that might otherwise apply.

16. SEVERABILITY

If any part of this License is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the License will remain in full force and effect.

17. GOVERNING LAW; JURISDICTION

This License will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the License will be in Los Angeles County, California.

18. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this License.

19. ATTORNEY'S FEES

Except as provided for in Paragraph 9, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this License (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this License, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

20. EXHIBITS

All exhibits identified in this License are incorporated into the License by this reference.

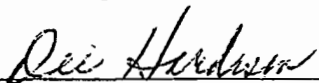
21. LICENSEE'S AUTHORITY TO EXECUTE


The person(s) executing this License on behalf of the LICENSEE warrant that (i) the LICENSEE is duly organized and existing; (ii) they are duly authorized to execute this License on behalf of the LICENSEE; (iii) by so executing this

License, the LICENSEE is formally bound to the provisions of this License; and (iv) the entering into this License does not violate any provision of any other License to which the LICENSEE is bound.

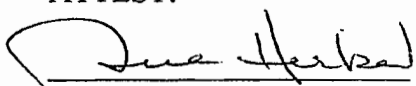
REDEVELOPMENT AGENCY OF
THE CITY OF TORRANCE,
A body, public and politic of the
State of California

CENTURY DENTAL PLAN,
a California Corporation


Dee Hardison
Chairperson



David S. Campbell, CEO

ATTEST:


Sue Herbers, Clerk of the
Redevelopment Agency of the
City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: 
Heather K. Whitham
Deputy City Attorney

Attachment: Exhibit A- Premises

An aerial photograph of a residential complex, possibly an apartment building or a large multi-unit structure. The building is a large, roughly rectangular structure with a complex internal layout of corridors and rooms. The image is high-contrast and grainy. Annotations include: 'SUBJECT PROPERTY' with a downward-pointing arrow above a horizontal road; 'RENTED PARKING SPACES' with an arrow pointing to a specific area on the right side of the building; and 'ATTACHMENT A' in the bottom right corner. The numbers '2' and '4' are also visible on the building's facade.

SUBJECT PROPERTY

RENTED PARKING SPACES

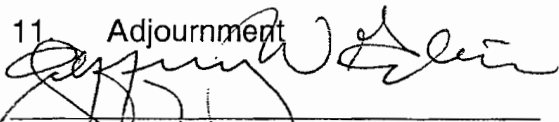
ATTACHMENT A

REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE

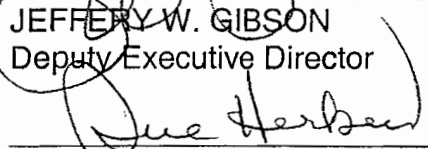
March 18, 2003

At 5:30 p.m., or as soon thereafter as Council business can be disposed of, the City Council will take a recess without leaving their seats and meet as the Redevelopment Agency of the City of Torrance.

1. Roll Call
2. Motion to Accept & File Report on Posting of Agenda
3. Approval of Minutes: March 11, 2003
4. Communications and Other Business:
 - a. A recommendation of the Land Management Team for the Redevelopment Agency to authorize the Chair to Execute and Agency Clerk to Attest to a Lease by and between the Redevelopment Agency and J.J. Foods, Inc. for Agency owned property located at 1956 Torrance Boulevard for a period of 3 years with one 3 year option.
5. Hearings: None
6. Report of the Director and Other Officers
7. Report of Committees
8. Addendum Matters
9. Oral Communications
10. Request for Executive Session: None
11. Adjournment



 JEFFERY W. GIBSON
 Deputy Executive Director



 SUE HERBERS
 Clerk of the Agency

ROLL CALL: Lieu, Mauno, McIntyre, Nowatka, Scotto, Witkowsky and Walker

Redevelopment Agency
 March 18, 2003

Redevelopment Agency Meeting of
March 18, 2003

AGENCY AGENDA ITEM 4A

Honorable Chair and Members
of the Torrance Redevelopment Agency
City Hall
Torrance, California

Members of the Agency:

SUBJECT: Lease of Agency owned property located at 1956 Torrance Boulevard

RECOMMENDATION

A recommendation of the Land Management Team for the Redevelopment Agency to authorize the Chair to Execute and Agency Clerk to Attest to a Lease by and between the Redevelopment Agency and J.J. Foods, Inc., for Agency owned property located at 1956 Torrance Boulevard for a period of 3 years with one 3 year option.

Funding:

There is no funding required for this action. If approved the Lease will generate \$7,200.00 annually.

BACKGROUND

The Agency purchased the subject property in 2000 for \$210,000. The building is approximately 1000 square feet and has 14 parking spaces, four of which are rented at \$50.00 per month. The site was originally purchased for demolition and conversion to parking. The building is currently vacant.

ANALYSIS

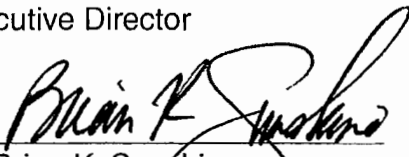
The area of the subject site was originally purchased to Lease space for parking. The utilization of space for parking has been unrealized and therefore the site was not demolished to increase the parking area. The proposed Lessee, J.J. Foods, Inc., proposes to rent the building as a catering kitchen.

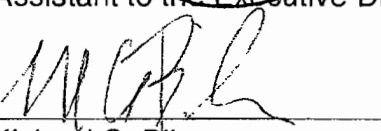
The building currently is in a state of disrepair. The proposed tenant understands the building condition and will, at their expense, bring the building up to code before occupying.

The rent structure is \$600.00 per month with annual Consumer Price Index (CPI) increases. Term is for 3 years with one 3-year option. The rental range for the downtown area is approximately \$.50 to \$1.00 per foot. The proposed rental amount is \$.60 per foot. The rent structure is based on the buildings odd configuration, lack of access and the need for substantial tenant improvements prior to occupying.


Respectfully submitted,

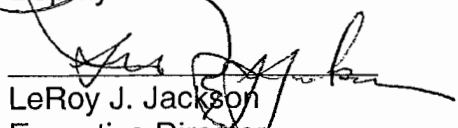
LeROY J. JACKSON
Executive Director

By: 
Brian K. Sunshine
Assistant to the Executive Director

By: 
Michael G. Bihn
Planning Manager
Redevelopment & Housing

Concur:


Jeffrey W. Gibson
Deputy Executive Director


LeRoy J. Jackson
Executive Director

Attachments: Lease

LEASE

THIS LEASE is made and entered into this 18th day of March, 2003, by and between the REDEVELOPMENT AGENCY of the CITY OF TORRANCE, a body politic, hereinafter referred to as "Agency," and JJ FOODS, INC., a California corporation, referred to hereinafter as "Lessee."

RECITALS:

WHEREAS, The Agency is the owner of certain real property at 1956 Torrance Boulevard, located in the City of Torrance; and

WHEREAS, it is in the interest of th Downtown Torrance Redevelopment Project Area that this property be leased to Lessee to ehance business development in the Downtown Area; and

WHEREAS, said property, including the land and building, will not be required for any public purposes during the life of this Lease.

AGREEMENT:

1. PREMISES

For and in consideration of the rents, covenants and conditions herein contained, the Agency does hereby lease to Lessee the real property which includes building and four (4) assigned parking spaces further described in Exhibit "A" attached hereto.

2. TERM

The term of this Lease shall be for a period of 3 years from the date of execution of this Lease with one 3-year option to extend.

3. RENT

Lessee agrees to pay to the Agency as rent for said leased premises the sum of Six Hundred Dollars (\$600) per month, commencing on the first day of the month following the execution of this Lease and on the first day of each month thereafter during the term of this Lease.

A. Cost of Living Adjustment. Commencing on the first day of the twelfth (12) full calendar month following the Commencement Date, and continuing each anniversary thereafter ("CPI Rent Adjustment Date"), the Minimum Basic Rent for the Leased Premises shall be increased by the sum of the CPI Increase Amount for each of the one (1) Year preceding the CPI Rent Adjustment Date. The CPI Increase Amount for each Lease Year shall be equal to the greater of (i) three percent (3%) of the Minimum Basic Rent payable on the last month of the Lease Year or (ii) the percentage increase in the Consumer Price Index, All Urban Consumer (1982-4=100) for the Los Angeles-Riverside-Orange County CMSA (the "Index") issued by the United States Bureau of Labor Statistics, Department of Labor (the "Bureau") for that Lease Year, not to exceed six percent (6%) of the Minimum Basic Rent payable as of the last month of that Lease Year. The percentage increase in the Index for each Lease Year shall be determined by dividing the Index published most immediately preceding the last day of the Lease Year by the Index published twelve (12) months prior. In the event the Index is not published in the month that is twelve (12) months prior, the Index utilized shall be the Index published for the month which is closest chronologically.

If the Bureau shall revise the Index, the parties shall accept the method of revision or conversion recommended by said Bureau. If said Index shall be discontinued with no recommended substitute, another consumer price index for the Los Angeles Metropolitan area which includes the City of Torrance, and which is generally recognized as authoritative, shall be substituted by agreement of the parties. If the parties are unable to agree within thirty (30) days after demand by either party, on application of either party, a substitute index shall be selected by the Chief Officer of the San Francisco Regional Office of the Bureau of Labor Statistics, or its successor.

4. USE

Said leased premises shall be used for a wholesale catering kitchen without retail sales on site. Lessee has the exclusive right to use four (4) parking spaces as described in Exhibit A, the Agency retains the right to rent or lease the remaining parking spaces to other Downtown Businesses. Lessee agrees not to utilize any of the residual parking spaces unless they are rented or leased from Agency by Lessee under a separate Agreement.

5. COVENANT TO USE

Lessee agrees to manage, operate, and maintain said leased premises as a facility during the entire term of this Lease in accordance with the uses provided in Paragraph 4 herein.

6. COMPLIANCE WITH LAW

Lessee agrees to comply with all ordinances, rules, laws or regulations of the City of Torrance and of any other governmental agency that are applicable to said leased premises or the operations of Lessee and the Redevelopment Plan.

7. NONDISCRIMINATION

Lessee agrees by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, religion, marital status, handicaps, age national origin or ancestry, in the leasing, subleasing, transferring, use or enjoyment of the land herein leased; nor shall Lessee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land herein leased.

8. ALTERATIONS

Lessee acknowledges that facility is in a state of disrepair and that facility is being leased as is. No warranties or representations, either expressed or implied, are made as to the fitness of the premises for the use set forth in Paragraph 4. Lessee further acknowledges that at lessee's sole cost all repairs to facility required to conduct business are to be the sole cost of Lessee. Lessee shall not make or permit any alterations or additions to the structural portions of any building on said leased premises or construct or erect any improvements on said leased premises without first obtaining the written consent of the Agency.

9. SURRENDER

At the expiration of the term of this Lease, Lessee shall surrender said leased premises to the Agency in the same condition as received, reasonable wear and tear excepted, including, but not by way of limitation, any alterations, additions or improvements. Any alterations, additions or improvements shall become at once a part of said leased premises and shall remain for the benefit of the Agency. No portions of any buildings or structures thereon shall be removed from said leased premises or voluntarily destroyed or damaged without the prior written consent of the Agency.

10. MAINTENANCE

Lessee, at the sole cost and expense of Lessee, shall maintain said leased premises, including, but not limited to, the outside landscaping, and shall keep the same in good and sanitary condition and repair; provided, however, that the exterior of the premises, including landscaping, shall be in good repair and clean on the effective date of this Lease.

11. UTILITIES

A. Lessee agrees to pay before delinquency every charge, lien or expense accruing or payable during the term of this Lease in connection with the use of said leased premises, including, but not limited to, water, electricity, gas, telephone, refuse, and other utilities and services.

12. TAXES AND ENCUMBRANCES

Lessee agrees to pay before delinquency all taxes that shall be levied against its interest in said leased premises or that become a lien against said leased premises or its interest therein during the term of this Lease.

13. LIABILITY

Lessee agrees that its taking possession of the said leased premises shall be an acceptance of the safety and condition thereof. Lessee further agrees to hold the City, the City Council, and each member thereof, and every officer, employee and member of each Board or Commission and the Redevelopment Agency of the City of Torrance, and each member thereof, free and harmless from any and all liability and claim for damages by reason of any injury to any person or persons, including, but not limited to, Lessee, or property of any kind whatsoever and to whomsoever belonging, including, but not limited to Lessee, from any cause or causes whatsoever while in, upon, or in any way connected with the said leased premises during the term of this Lease, or any renewal or extension thereof, or any occupancy thereunder.

14. INSURANCE

A. The Lessee and its subcontractors must maintain at their sole expense the following insurance, which shall be full coverage not subject to self-insurance provisions.

(1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

- (a) Primary Bodily Injury with limits of at least \$250,000 per person \$500,000 per occurrence and;
- (b) Primary Property Damage with limits of at least \$100,000 per occurrence, or
- (c) Combined single limits of at least \$500,000 per occurrence.

(2) General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of at least \$500,000 per occurrence.

(3) Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$500,000.

- B. The insurance provided by Lessee will be primary and non-contributory.
- C. The Agency, and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. Lessee shall provide certificates of insurance and, or endorsements to the Agency Clerk before occupation of premises.
- E. Each insurance policy required by this clause shall contain a provision that no termination, cancellation or change of coverage can be made without 30 days notice to the Agency.

SUFFICIENCY OR INSURERS AND SURETIES:

Insurance required by this contract/purchase order will be satisfactory only if issued by companies rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category of a VII or better, unless these requirements are modified or waived by the City Risk Manager.

15. DESTRUCTION OR DAMAGE

If for any reason the building on said leased premises is destroyed or damaged beyond repair, then this Lease shall terminate and Lessee shall surrender the premises to the Agency. If, however, the damage to said building is repairable, as determined by agency, then the Lease shall remain in full force and effect, subject, however, to the right of the Agency to terminate the Lease in accordance with the provisions of Paragraph 2 and the duty of Lessee as provided in Paragraph 9. If the damage is deemed repairable, Agency will commence repair with due diligence, and if during such period of repair and restoration Lessee is prevented from using the full facilities as defined in this Lease, the rent shall be apportioned accordingly.

16. ASSIGNMENT AND SUBLETTING

A. Lessee shall not assign or sublet this Lease or any interest therein or any part thereof without first obtaining the written consent of the Agency, and the giving of such consent shall not be a waiver of any rights to object to further or future assignments or subleases, but the consent to each successive assignment or sublease must be first obtained in writing from the Agency.

B. The appointment of a receiver to take possession of all or substantially all of the assets of Lessee or a general assignment by Lessee for the benefit of creditors or any action taken or suffered by Lessee under any insolvency or bankruptcy act shall constitute a breach of this Lease by Lessee.

17. NOTICE

Whenever it shall be necessary for either party to serve notice on the other respecting this Lease, such notice shall be served by certified mail addressed to the City Clerk of the City of Torrance at 3031 Torrance Boulevard, Torrance, California 90503; or JJ Foods, 1261 Cabrillo Avenue, Suite 210, Torrance, CA 90501, unless and until different addresses may be furnished in writing by either party to the other. Such notice shall be deemed to have been served within 72 hours after the same has been deposited in a United States Post Office by certified mail, or immediately if personally served. This shall be a valid and sufficient service of notice for all purposes.

18. DEFAULT

In the event that Lessee does not remedy any breach or default in the performance of any of the terms, covenants, or conditions of this Lease within thirty (30) days after written notice of such breach or default has been given by the Agency to Lessee, the Agency shall have the right to reenter and repossess said leased premises without waiving any other rights or remedies provided by law.

19. SIGNS

Lessee agrees that no signs or advertising material, other than any existing signs, may be erected or maintained upon said leased premises without the prior written consent of the Executive Director of the Agency or his designee (who shall be named).

20. SUCCESSORS

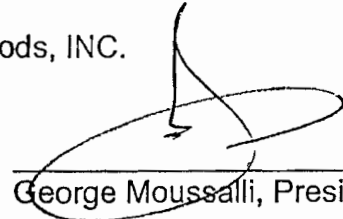
Each and every term, covenant, and condition of this Lease shall inure to the benefit of and shall bind, as the case may be, not only the parties hereto, but each and every one of the heirs, executors, administrators, successors, assigns and legal representatives of the parties hereto; provided, however, that any subletting or assignment by Lessee of the whole or any part of the leased premises or any interest therein shall be subject to the provisions of paragraph 15 of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first written above.

REDEVELOPMENT AGENCY OF THE
CITY OF TORRANCE

By _____
Dan Walker, Agency Chair

JJ Foods, INC.

By  _____
George Moussalli, President

ATTEST:

Sue Herbers, Agency Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
Agency Counsel

By _____
Ron Pohl
Assistant Agency Counsel

Torrance Blvd.

1956

Exhibit A



AGENCY MEETING of
February 3, 2004

Honorable Chair and Members
of the Redevelopment Agency
City Hall
Torrance, California

Members of the Agency:

**SUBJECT: Termination of Lease of Agency-owned property located at 1956
Torrance Boulevard**

RECOMMENDATION

A recommendation of the Land Management Team for the Redevelopment Agency to terminate the Lease by and between the Redevelopment Agency and J.J. Foods, Inc., for Agency-owned property located at 1956 Torrance Boulevard. Lease number R2003-002.

FUNDING

There is no funding required for this action. Lease termination will result in a revenue reduction of \$7,200.00 annually.

BACKGROUND

The agency purchased the subject property in 2000 for \$210,000. The building is approximately 1,000 square feet and has 14 parking spaces, four of which are rented at \$50.00 per month. The site was originally purchased for demolition and conversion to parking.

ANALYSIS

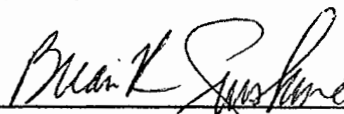
The Redevelopment Agency entered into a Lease with JJ Foods, Inc., in March 2003. The terms of the Lease were three years with one 3-year option. Rent is set at \$600.00 per month with annual CPI increases.

There has been a change in the ownership structure at JJ Food, Inc., and the current controlling interest in the business does not have a need for the property. Nothing has been done to upgrade or utilize the building since the inception of the Lease except as a storage area.

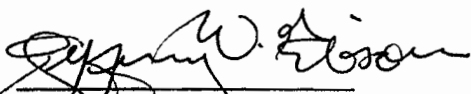
Staff would recommend that the Lease be terminated as of February 1, 2004 and that the building either be re-leased if there is interest or demolished to add additional parking to the downtown area.

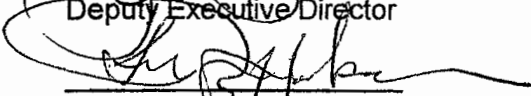
Respectfully submitted,

LeROY J. JACKSON

By: 
Brian K. Sunshine
Assistant to the Executive Director

CONCUR:


Jeffrey W. Gibson
Deputy Executive Director


LeROY J. JACKSON
Executive Director

Attachments: a) Letter requesting Lease termination
b) Lease R2003-002

J.J. Foods Inc.

Gourmet Prepared Foods

January 12, 2004

Mr. Brain Sunshine
City of Torrance
3031 Torrance Blvd
Torrance, CA 90509-2970

Dear Mr. Sunshine,

This letter is to inform you that JJ Foods would like to break their lease, R2003-002, for the property located at 1956 Torrance Blvd.

Please call 310-320-0141 for any further questions.

Sincerely,



David Davies
President
JJ Foods, Inc.

The Home of



22625 South Western Avenue • Torrance, CA 90501
Toll Free: 800-320-9945 • Tel: 310-320-2770 • Fax: 310-531-7398
Email: info@aioliristorante.com • www.aioliristorante.com

LEASE

THIS LEASE is made and entered into this 18th day of March, 2003, by and between the REDEVELOPMENT AGENCY of the CITY OF TORRANCE, a body politic, hereinafter referred to as "Agency," and JJ FOODS, INC., a California corporation, referred to hereinafter as "Lessee."

RECITALS:

WHEREAS, The Agency is the owner of certain real property at 1956 Torrance Boulevard, located in the City of Torrance; and

WHEREAS, it is in the interest of th Downtown Torrance Redevelopment Project Area that this property be leased to Lessee to ehance business development in the Downtown Area; and

WHEREAS, said property, including the land and building, will not be required for any public purposes during the life of this Lease.

AGREEMENT:

1. PREMISES

For and in consideration of the rents, covenants and conditions herein contained, the Agency does hereby lease to Lessee the real property which includes building and four (4) assigned parking spaces further described in Exhibit "A" attached hereto.

2. TERM

The term of this Lease shall be for a period of 3 years from the date of execution of this Lease with one 3-year option to extend.

3. RENT

Lessee agrees to pay to the Agency as rent for said leased premises the sum of Six Hundred Dollars (\$600) per month, commencing on the first day of the month following the execution of this Lease and on the first day of each month thereafter during the term of this Lease.

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ORIGINAL COPY

A. Cost of Living Adjustment. Commencing on the first day of the twelfth (12) full calendar month following the Commencement Date, and continuing each anniversary thereafter ("CPI Rent Adjustment Date"), the Minimum Basic Rent for the Leased Premises shall be increased by the sum of the CPI Increase Amount for each of the one (1) Year preceding the CPI Rent Adjustment Date. The CPI Increase Amount for each Lease Year shall be equal to the greater of (i) three percent (3%) of the Minimum Basic Rent payable on the last month of the Lease Year or (ii) the percentage increase in the Consumer Price Index, All Urban Consumer (1982-4=100) for the Los Angeles-Riverside-Orange County CMSA (the "Index") issued by the United States Bureau of Labor Statistics, Department of Labor (the "Bureau") for that Lease Year, not to exceed six percent (6%) of the Minimum Basic Rent payable as of the last month of that Lease Year. The percentage increase in the Index for each Lease Year shall be determined by dividing the Index published most immediately preceding the last day of the Lease Year by the Index published twelve (12) months prior. In the event the Index is not published in the month that is twelve (12) months prior, the Index utilized shall be the Index published for the month which is closest chronologically.

If the Bureau shall revise the Index, the parties shall accept the method of revision or conversion recommended by said Bureau. If said Index shall be discontinued with no recommended substitute, another consumer price index for the Los Angeles Metropolitan area which includes the City of Torrance, and which is generally recognized as authoritative, shall be substituted by agreement of the parties. If the parties are unable to agree within thirty (30) days after demand by either party, on application of either party, a substitute index shall be selected by the Chief Officer of the San Francisco Regional Office of the Bureau of Labor Statistics, or its successor.

4. USE

Said leased premises shall be used for a wholesale catering kitchen without retail sales on site. Lessee has the exclusive right to use four (4) parking spaces as described in Exhibit A, the Agency retains the right to rent or lease the remaining parking spaces to other Downtown Businesses. Lessee agrees not to utilize any of the residual parking spaces unless they are rented or leased from Agency by Lessee under a separate Agreement.

5. COVENANT TO USE

Lessee agrees to manage, operate, and maintain said leased premises as a facility during the entire term of this Lease in accordance with the uses provided in Paragraph 4 herein.

6. COMPLIANCE WITH LAW

Lessee agrees to comply with all ordinances, rules, laws or regulations of the City of Torrance and of any other governmental agency that are applicable to said leased premises or the operations of Lessee and the Redevelopment Plan.

7. NONDISCRIMINATION

Lessee agrees by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, religion, marital status, handicaps, age national origin or ancestry, in the leasing, subleasing, transferring, use or enjoyment of the land herein leased; nor shall Lessee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land herein leased.

8. ALTERATIONS

Lessee acknowledges that facility is in a state of disrepair and that facility is being leased as is. No warranties or representations, either expressed or implied, are made as to the fitness of the premises for the use set forth in Paragraph 4. Lessee further acknowledges that at lessee's sole cost all repairs to facility required to conduct business are to be the sole cost of Lessee. Lessee shall not make or permit any alterations or additions to the structural portions of any building on said leased premises or construct or erect any improvements on said leased premises without first obtaining the written consent of the Agency.

9. SURRENDER

At the expiration of the term of this Lease, Lessee shall surrender said leased premises to the Agency in the same condition as received, reasonable wear and tear excepted, including, but not by way of limitation, any alterations, additions or improvements. Any alterations, additions or improvements shall become at once a part of said leased premises and shall remain for the benefit of the Agency. No portions of any buildings or structures thereon shall be removed from said leased premises or voluntarily destroyed or damaged without the prior written consent of the Agency.

10. MAINTENANCE

Lessee, at the sole cost and expense of Lessee, shall maintain said leased premises, including, but not limited to, the outside landscaping, and shall keep the same in good and sanitary condition and repair; provided, however, that the exterior of the premises, including landscaping, shall be in good repair and clean on the effective date of this Lease.

11. UTILITIES

A. Lessee agrees to pay before delinquency every charge, lien or expense accruing or payable during the term of this Lease in connection with the use of said leased premises, including, but not limited to, water, electricity, gas, telephone, refuse, and other utilities and services.

12. TAXES AND ENCUMBRANCES

Lessee agrees to pay before delinquency all taxes that shall be levied against its interest in said leased premises or that become a lien against said leased premises or its interest therein during the term of this Lease.

13. LIABILITY

Lessee agrees that its taking possession of the said leased premises shall be an acceptance of the safety and condition thereof. Lessee further agrees to hold the City, the City Council, and each member thereof, and every officer, employee and member of each Board or Commission and the Redevelopment Agency of the City of Torrance, and each member thereof, free and harmless from any and all liability and claim for damages by reason of any injury to any person or persons, including, but not limited to, Lessee, or property of any kind whatsoever and to whomsoever belonging, including, but not limited to Lessee, from any cause or causes whatsoever while in, upon, or in any way connected with the said leased premises during the term of this Lease, or any renewal or extension thereof, or any occupancy thereunder.

14. INSURANCE

A. The Lessee and its subcontractors must maintain at their sole expense the following insurance, which shall be full coverage not subject to self-insurance provisions.

(1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

- (a) Primary Bodily Injury with limits of at least \$250,000 per person \$500,000 per occurrence and;
- (b) Primary Property Damage with limits of at least \$100,000 per occurrence, or
- (c) Combined single limits of at least \$500,000 per occurrence.

(2) General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of at least \$500,000 per occurrence.

(3) Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$500,000.

- B. The insurance provided by Lessee will be primary and non-contributory.
- C. The Agency, and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. Lessee shall provide certificates of insurance and, or endorsements to the Agency Clerk before occupation of premises.
- E. Each insurance policy required by this clause shall contain a provision that no termination, cancellation or change of coverage can be made without 30 days notice to the Agency.

SUFFICIENCY OR INSURERS AND SURETIES:

Insurance required by this contract/purchase order will be satisfactory only if issued by companies rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category of a VII or better, unless these requirements are modified or waived by the City Risk Manager.

15. DESTRUCTION OR DAMAGE

If for any reason the building on said leased premises is destroyed or damaged beyond repair, then this Lease shall terminate and Lessee shall surrender the premises to the Agency. If, however, the damage to said building is repairable, as determined by agency, then the Lease shall remain in full force and effect, subject, however, to the right of the Agency to terminate the Lease in accordance with the provisions of Paragraph 2 and the duty of Lessee as provided in Paragraph 9. If the damage is deemed repairable, Agency will commence repair with due diligence, and if during such period of repair and restoration Lessee is prevented from using the full facilities as defined in this Lease, the rent shall be apportioned accordingly.

16. ASSIGNMENT AND SUBLETTING

A. Lessee shall not assign or sublet this Lease or any interest therein or any part thereof without first obtaining the written consent of the Agency, and the giving of such consent shall not be a waiver of any rights to object to further or future assignments or subleases, but the consent to each successive assignment or sublease must be first obtained in writing from the Agency.

B. The appointment of a receiver to take possession of all or substantially all of the assets of Lessee or a general assignment by Lessee for the benefit of creditors or any action taken or suffered by Lessee under any insolvency or bankruptcy act shall constitute a breach of this Lease by Lessee.

17. NOTICE

Whenever it shall be necessary for either party to serve notice on the other respecting this Lease, such notice shall be served by certified mail addressed to the City Clerk of the City of Torrance at 3031 Torrance Boulevard, Torrance, California 90503; or JJ Foods, 1261 Cabrillo Avenue, Suite 210, Torrance, CA 90501, unless and until different addresses may be furnished in writing by either party to the other. Such notice shall be deemed to have been served within 72 hours after the same has been deposited in a United States Post Office by certified mail, or immediately if personally served. This shall be a valid and sufficient service of notice for all purposes.

18. DEFAULT

In the event that Lessee does not remedy any breach or default in the performance of any of the terms, covenants, or conditions of this Lease within thirty (30) days after written notice of such breach or default has been given by the Agency to Lessee, the Agency shall have the right to reenter and repossess said leased premises without waiving any other rights or remedies provided by law.

19. SIGNS

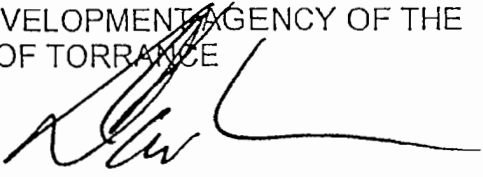
Lessee agrees that no signs or advertising material, other than any existing signs, may be erected or maintained upon said leased premises without the prior written consent of the Executive Director of the Agency or his designee (who shall be named).

20. SUCCESSORS


Each and every term, covenant, and condition of this Lease shall inure to the benefit of and shall bind, as the case may be, not only the parties hereto, but each and every one of the heirs, executors, administrators, successors, assigns and legal representatives of the parties hereto; provided, however, that any subletting or assignment by Lessee of the whole or any part of the leased premises or any interest therein shall be subject to the provisions of paragraph 15 of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first written above.

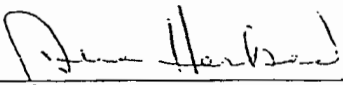
REDEVELOPMENT AGENCY OF THE
CITY OF TORRANCE

By 
Dan Walker, Agency Chair

JJ Foods, INC.

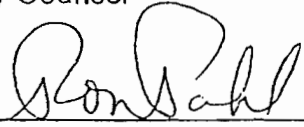
By 
George Moussalli, President

ATTEST:


Sue Herbers, Agency Clerk

APPROVED AS TO FORM:

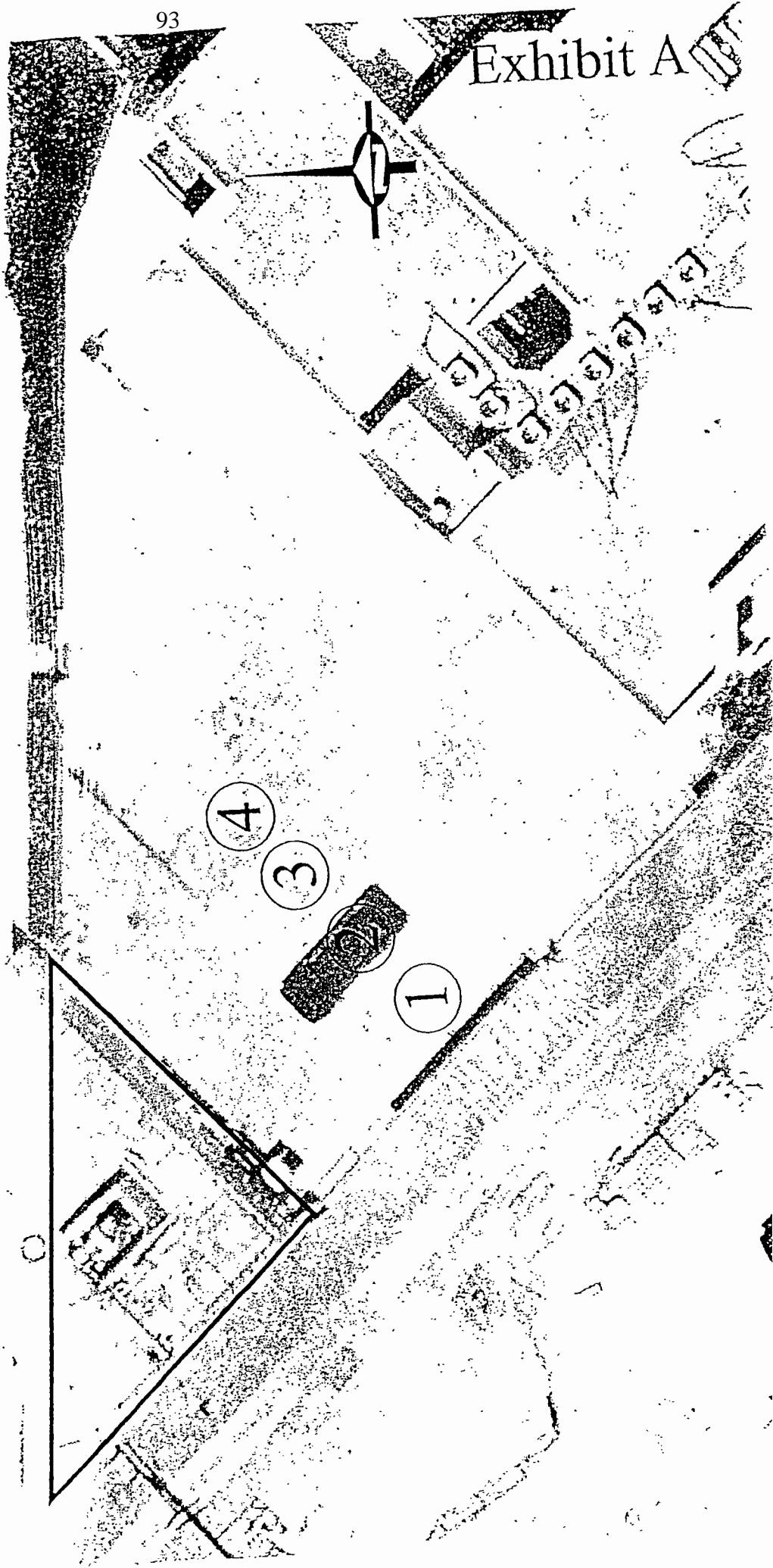
JOHN L. FELLOWS III
Agency Counsel

By 
Ron Pohl
Assistant Agency Counsel

Torrance Blvd.

1956

Exhibit A



Redevelopment Agency Meeting of
November 16, 2004

AGENCY AGENDA ITEM 4A

Honorable Chair and Members
of the Torrance Redevelopment Agency
City Hall
Torrance, California

Members of the Agency:

**SUBJECT: Lease of Agency owned property located at 1940 – 1960 Torrance
Boulevard**

RECOMMENDATION

A recommendation of the Deputy Executive Director for the Redevelopment Agency to authorize the Chair to execute and Agency Clerk to attest to a lease by and between the Redevelopment Agency and K's Kitchen Incorporated, a California corporation, dba Yuzu Restaurant, for Agency owned property located at 1940 – 1960 Torrance Boulevard for a period of ten years.

Funding:

There is no funding required for this action. If approved, the lease will generate \$6,000.00 annually.

BACKGROUND

The Agency purchased the subject property in 2000 for \$210,000, which included two parcels (one parcel with a small triangle-shaped building located at 1956 Torrance Boulevard, and an adjacent parcel with the parking lot located at 1940 – 1960 Torrance Boulevard). The building is approximately 1,000 square feet and has 14 parking spaces, four of which are rented at \$50.00 per space per month. The site was originally purchased for demolition and conversion to parking, and staff is moving forward with the process of demolishing the building structure and providing more parking, where the building currently stands. The building is currently vacant.

ANALYSIS

The proposed lessee, K's Kitchen Incorporated, a California corporation, dba Yuzu Restaurant, proposes to rent ten (10) parking spaces, from the subject parking lot owned by the Redevelopment Agency, in order to comply with Conditional Use Permit No. CUP04-00024. On August 4, 2004, the Planning Commission approved the operation of a restaurant with beer and wine service in an existing retail space within the

Plaza del Prado complex, located in the Downtown Redevelopment Project area at 1231 Cabrillo Avenue #101, for the applicant, Habib Naeim. One of the conditions of the CUP required the submittal of a lease agreement for approval by Redevelopment staff, for ten (10) additional parking spaces, located within 300 feet of the proposed use. As the proposed restaurant use, located on Cabrillo Avenue, would occupy a space designated for retail use, additional parking was required, which was more than the Plaza was able to accommodate, within their parking structure.

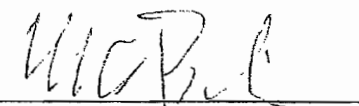
At the Executive Session meeting of June 8, 2004, the Redevelopment Agency members met to discuss Mr. Naeim's interest in leasing parking from the Agency-owned parking lot. Agency members directed staff to move forward with a lease agreement with Mr. Naeim, provided that his proposal for a restaurant use was approved. The Agency members further directed staff that should the Agency have a need in the future to repossess the parking spaces, they would work with the applicant, within reason, to provide an alternate parking site for lease.

The rent structure is \$500.00 per month, with a term of ten (10) years beginning December 1, 2004, matching the length of the lease that the restaurant has negotiated with the Plaza. The Agency previously approved a lease agreement with Dr. Campbell, DDS. for four (4) parking spaces at this site, for the same rent structure of \$50.00 per space per month.


As the proposed site was purchased for the purpose of leasing parking spaces to higher intensity users Downtown, staff recommends that the Agency approve the attached lease agreement.

Respectfully submitted,

Jeffery W. Gibson
Deputy Executive Director

By: 
Michael G. Bihn
Planning Manager
Redevelopment, Assisted
Housing & General Plan

Concur:


Jeffery W. Gibson
Deputy Executive Director


LeRoy J. Jackson
Executive Director

X:\Ygomez\Misc RDA Items\1940-60 Torrance Blvd Pkg Lease-Plaza Restaurant.doc

Attachments: A) Lease
B) Tract map

LICENSE AGREEMENT

This License Agreement ("License") is made and entered into as of December 1, 2004, by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("AGENCY") and K's Kitchen, Inc., a California corporation, dba Yuzu Restaurant ("LICENSEE").

RECITALS:

- A. AGENCY is the owner of fee title to property located at 1940-1960 Torrance Blvd., Torrance, California, which includes a parking lot.
- B. LICENSEE operates a business located at 1231 Cabrillo Avenue #101, Torrance, California.
- C. LICENSEE desires to use ten parking spaces owned by the AGENCY for employee and customer parking.

AGREEMENT:1. PREMISES

AGENCY grants LICENSEE a license to occupy and use for parking, subject to all terms and conditions stated, ten parking spaces in the AGENCY-owned parking lot located at 1940-1960 Torrance Blvd. (the "Premises"). Premises are defined as ten parking spaces only and does not include the adjacent walls and structures.

2. USE

The Premises may be occupied and used by LICENSEE only for the purpose of employee and customer parking.

3. TERM

The term of this License will be for ten years commencing on the Effective Date written above.

4. TERMINATION BY CITY FOR CONVENIENCE

CITY may, upon sixty days notice, terminate this LICENSE for CITY's convenience and without cause.

5. COMPENSATION

- A. LICENSEE agrees to pay AGENCY in advance, on the first day of each month the sum of \$500 ("Minimum Monthly Fee"). If this License does not commence on the first day of a calendar month or end on the last day of a calendar month, LICENSEE will pay prorated rent for the first and last month, as the case may be, in the amount of 1/30th of the Minimum Monthly Fee times the number of days for which the fee is being prorated.

- B. All rent payable to the AGENCY will be paid, without abatement, deduction or offset, to the Finance Department of the City of Torrance located at 3031 Torrance Blvd., Torrance, California, 90503.

6. COMPLIANCE WITH LAW

LICENSEE agrees to comply with the Redevelopment Plan for the Downtown Redevelopment Project Area and all ordinances, rules, laws or regulations of the City of Torrance and of any other governmental agency that are applicable to the Premises.

7. SECURITY AND MAINTENANCE

Security and maintenance of the Premises will be the responsibility of the LICENSEE. LICENSEE agrees to maintain the Premises in a neat and sanitary condition.

8. ALTERATIONS

LICENSEE may not make or permit any alterations or additions to the Premises.

9. SURRENDER

At the expiration of the term of this License, LICENSEE must surrender the Premises to the AGENCY in the same condition as received, reasonable wear and tear excepted.

10. INDEMNIFICATION

LICENSEE will indemnify, pay for cost of defense, and hold harmless AGENCY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss. The obligation to indemnify, pay for cost of defense, and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of LICENSEE, its officers, employees, agents, sublicensees or vendors. It is further agreed, LICENSEE's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of AGENCY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of AGENCY, its officers, employees or agents.

11. INSURANCE

LICENSEE shall furnish the AGENCY a certificate of liability insurance for the premises in the amount of \$1,000,000 combined single limit and naming the AGENCY, the City Council, each member thereof and each officer and employee of the AGENCY as an additional insured on the policy. The certificate of insurance will be filed with this LICENSE in the office of the City Clerk.

12. NOTICE

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

LICENSEE	Harry Naeim Yuzu Restaurant 1231 Cabrillo Ave. #101 Torrance, CA 90501
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AGENCY:	Clerk of the Redevelopment Agency City of Torrance 3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931
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- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

13. DEFAULT

The occurrence of any one or more of the following events will constitute a default and breach of this License by LICENSEE:

- A. The failure to pay the Minimum Monthly Fee within three days of its due date; or
- B. The failure to perform any of LICENSEE's obligations under this License, other than the obligation to pay the Minimum Monthly Fee, more than five days after written notice from the AGENCY.

14. PROHIBITION AGAINST ASSIGNMENT AND SUBLETTING

LICENSEE may not at any time during the term of this License assign, sublease or transfer this License.

15. INTEGRATION; AMENDMENT

This License represents the entire understanding of AGENCY and LICENSEE as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this License. The License may not be modified or altered except in writing signed by both parties.

16. INTERPRETATION

The terms of this License should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this License or any other rule of construction that might otherwise apply.

17. SEVERABILITY

If any part of this License is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the License will remain in full force and effect.

18. GOVERNING LAW; JURISDICTION

This License will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the License will be in Los Angeles County, California.

19. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this License.

20. ATTORNEY'S FEES

Except as provided for in Paragraph 9, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this License (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this License, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

21. EXHIBITS

All exhibits identified in this License are incorporated into the License by this reference.

22. LICENSEE'S AUTHORITY TO EXECUTE

The person(s) executing this License on behalf of the LICENSEE warrant that (i) the LICENSEE is duly organized and existing; (ii) they are duly authorized to execute this License on behalf of the LICENSEE; (iii) by so executing this

License, the LICENSEE is formally bound to the provisions of this License; and
 (iv) the entering into this License does not violate any provision of any other
 License to which the LICENSEE is bound.

REDEVELOPMENT AGENCY OF
 THE CITY OF TORRANCE,
 A body, public and politic of the
 State of California

K's Kitchen Inc.,
 a California Corporation,
 dba Yuzu Restaurant

 Dan Walker
 Chairman

 Harry Naeim, Vice President

ATTEST:

 Sue Herbers, Clerk of the
 Redevelopment Agency of the
 City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III
 City Attorney

By: _____
 Heather K. Whitham
 Deputy City Attorney

POST AVE.

102

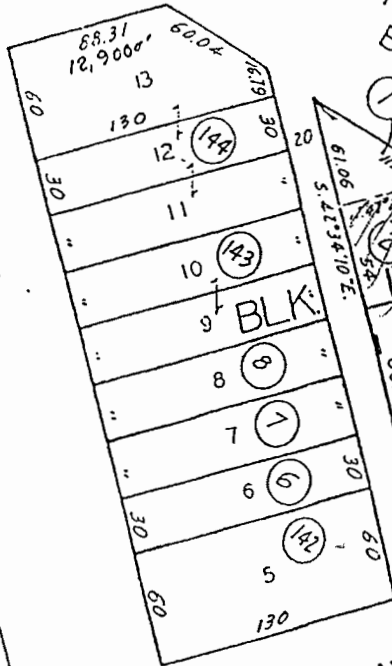
TORRANCE BLVD.

ANNEX AVE.

MULLIN AVE.

26

SARTORI



Agency Parking Area

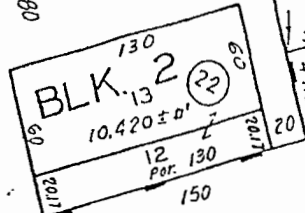


CABRILLO

C.F. 2136

28

EL PRADO AVE.



Pedestrian Eosc.

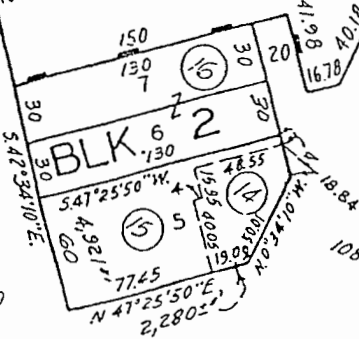
< VARIES ?

AVE.

25

SHEETS 4, 5 & 6

AVE.



C.F. 897

BORDER AVE.

29

24

TORRANCE TRACT
CONDOMINIUM TRACT NO. 50277

MARCELINA AVE.
M.B. 22-94-95
M.B. 1195-88-91

PLANNING COMMISSION RESOLUTION NO. 04-096

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF TORRANCE, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT AS PROVIDED FOR IN DIVISION 9, CHAPTER 5, ARTICLE 3 OF THE TORRANCE MUNICIPAL CODE TO ALLOW A RESTAURANT WITH BEER AND WINE SERVICE IN AN EXISTING RETAIL SPACE WITHIN THE PLAZA DEL PRADO COMPLEX LOCATED IN THE COMMERCIAL SECTOR OF THE DOWNTOWN REDEVELOPMENT PROJECT AREA, AT 1231 CABRILLO AVENUE SUITE 101.

CUP 04-00024: HABIB NAEIM AND IKUKO KUMADA

WHEREAS, staff has reviewed the proposal in relation to the Environmental Impact Report (EIR) prepared for the Downtown Redevelopment Plan (EA 78-46). Because this proposal falls within the mix of activities proposed in the Plan EIR and incorporates mitigation measures, the EIR provides the environmental document for this proposed project; and

WHEREAS, the project is determined to be previously assessed by EA 78-46; and

WHEREAS, the Planning Commission of the City of Torrance conducted a public hearing on August 4, 2004, to consider an application for a Conditional Use Permit filed by Habib Naeim and Ikuko Kumada to allow a restaurant with beer and wine service in an existing retail space on property located in the Commercial Sector of the Downtown Redevelopment Project Area at 1231 Cabrillo Avenue Suite 101; and

WHEREAS, due and legal publication of notice was given to owners of property in the vicinity thereof and due and legal hearings have been held, all in accordance with the provisions of Division 9, Chapter 5, Article 1 of the Torrance Municipal Code; and

WHEREAS, the Planning Commission by the following roll call vote APPROVED CUP04-00024, subject to conditions:

AYES: COMMISSIONERS: Muratsuchi, Uchima, Drevno, Fauk,
Horwich, La Bouff

· NOES: COMMISSIONERS: None

ABSENT: COMMISSIONERS: Botello

ABSTAIN: COMMISSIONERS: None

WHEREAS, the Planning Commission of the City of Torrance does hereby find and determine as follows:

- A) The property for which this Conditional Use Permit is approved by the Torrance Planning Commission is located at 1231 Cabrillo Avenue Suite 101, and is described as Lot 2 of Tract 50277.
- B) The proposed restaurant with beer and wine service is conditionally permitted within the Commercial Sector of the Downtown Redevelopment Project area and complies with all of the applicable provisions of the Development Standards and Downtown Redevelopment Plan, and complies with all conditions imposed on the property.
- C) The proposed use will not impair the integrity and character of the Commercial Sector of the Downtown Redevelopment Project area because the proposed restaurant with beer and wine service complies with the standards of the Commercial Sector of the Downtown Redevelopment Project area.
- D) The subject site is physically suitable for the proposed restaurant with beer and wine service, as there is adequate area for the building, required parking and landscaping.
- E) The proposed restaurant with beer and wine service will be compatible with the land use presently on the subject property, as the other land uses are also commercial uses.
- F) The proposed restaurant with beer and wine service will be compatible with existing and proposed future land uses within the Commercial Sector of the Downtown Redevelopment Project area and the surrounding property because the area consists of a mix of commercial and residential developments.
- G) The proposed restaurant with beer and wine service will encourage and be consistent with the orderly development of the City as provided for in the General Plan and Downtown Redevelopment Plan because the proposed restaurant with beer and wine service furthers the goals of the General Plan and Downtown Redevelopment Plan and is surrounded by other commercial uses.
- H) The proposed restaurant with beer and wine service will not discourage the appropriate existing or planned future use of surrounding property or tenancies, because the proposed restaurant with beer and wine service furthers the goals of the General Plan and Downtown Redevelopment Plan, as the existing and planned future uses are also commercial uses and the proposed restaurant with beer and wine service complies with all applicable development standards.
- I) There are adequate provisions for water, sanitation, and public utilities and services to ensure that the proposed restaurant with beer and wine service is not detrimental to public health and safety.

- J) There are adequate provisions for public access to serve the proposed restaurant with beer and wine service, as there is a pedestrian walkway provided at the entrances to the site and a two-level subterranean parking lot for vehicular access.
- K) The proposed location, size, design, and operating characteristics of the proposed restaurant with beer and wine service would not be detrimental to the public interest, health, safety, convenience or welfare, or to the property of persons located in the area, because the proposed use provides all required off street parking via the two-level subterranean parking lot and a surface parking lot located adjacent to the subject property.
- L) The proposed restaurant with beer and wine service will not produce any or all of the following results:
 - 1) Damage or nuisance from noise, smoke, odor, dust or vibration,
 - 2) Hazard from explosion, contamination or fire,
 - 3) Hazard occasioned by unusual volume or character of traffic or the congregating of large numbers of people or vehicles.

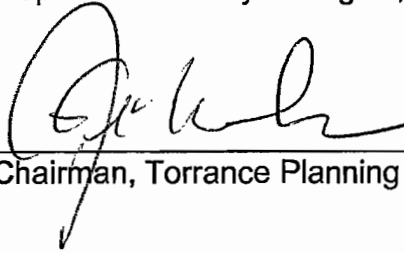
NOW, THEREFORE, BE IT RESOLVED that CUP04-00024 filed by Habib Naeim and Ikuko Kumada to allow a restaurant with beer and wine service in an existing retail space on property located in the Commercial Sector of the Downtown Redevelopment Project Area, at 1231 Cabrillo Avenue Suite 101, on file in the Community Development Department of the City of Torrance, is hereby APPROVED subject to the following conditions:

1. That the use of the subject property for a restaurant with beer and wine service shall be subject to all conditions imposed in Planning Commission case CUP04-00024 and any amendments thereto or modifications thereof as may be approved from time to time pursuant to Section 92.28.1 et seq. of the Torrance Municipal Code on file in the office of the Community Development Director of the City of Torrance; and said use shall be established or constructed and shall be maintained in conformance with such maps, plans, specifications, drawings, applications or other documents presented by the applicant to the Community Development Department and upon which the Planning Commission relied in granting approval;
2. That if this Conditional Use Permit is not implemented within one year after granting of the permit, it shall expire and become null and void unless extended by the Community Development Director for an additional period, as provided for in Section 92.27.1;
3. That all official plans for this project shall show pertinent CUP conditions; (Redevelopment)

4. That the location of any electrical transformer(s), backflow preventers, trash enclosures or other equipment shall be shown on the final working drawings, that they shall not be located in the street setback area, and that they shall be screened from public view or undergrounded to the satisfaction of Redevelopment Staff prior to the issuance of any building permits; (Redevelopment)
5. That exterior colors and material samples, including detail showing the location, height and materials of all perimeter walls and/or fencing shall be submitted to Redevelopment Agency staff for approval prior to issuance of any building permits; that chain link shall not be used in any form; and that a graffiti-proof finish shall be used on walls where applicable; (Redevelopment)
6. That any changes to the existing landscaping, shall be submitted to Redevelopment Staff for approval prior to implementation; (Redevelopment)
7. That applicant shall keep all windows clear of any signs, posters and materials that may give it an unsightly appearance; (Redevelopment)
8. That applicant shall not store any materials, inventory or trash in the parking lot area nor any other location on the property outside of the building; (Redevelopment)
9. That should the applicant be unable to execute a lease agreement with the Redevelopment Agency for ten (10) additional parking spaces in the adjacent parking lot, the applicant shall provide ten (10) additional parking spaces within 300 feet of the proposed use, prior to any building permit final; (Redevelopment)
10. That the applicant shall submit a lease agreement for approval by Redevelopment Staff for the additional ten (10) parking spaces located within 300 feet of the proposed use; (Redevelopment)
11. That applicant shall inform and encourage all customers, visitors and employees of the proposed use to park in the parking lot located on-site and/or in the leased parking lot spaces; (Redevelopment)
12. That applicant shall provide nine (9) inch (minimum) contrasting address numerals for non-residential uses; (Environmental)
13. That any outside public address speakers, telephone bells or similar signaling devices, which are audible on adjoining properties/leaseholds, shall be prohibited; (Environmental)
14. That all requirements of the State Department of Alcohol Beverage Control shall be satisfied; (Environmental)

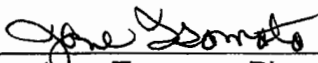
15. That permission for the on-premise sale and consumption of alcohol shall be in conjunction with the operation of a bona fide eating establishment. Should the restaurant cease to serve food, review of this case may be required; (Environmental)
16. That all conditions of all other City departments received prior to or during the consideration of this case by the Planning Commission shall be met.

Introduced, approved and adopted this 4th day of August, 2004.



Chairman, Torrance Planning Commission

ATTEST:


Secretary, Torrance Planning Commission

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF TORRANCE)

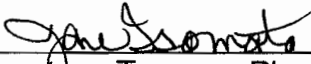
I, JANE ISOMOTO, Secretary to the Planning Commission of the City of Torrance, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the Planning Commission of the City of Torrance at a regular meeting of said Commission held on the 4th day of August, 2004, by the following roll call vote:

AYES: COMMISSIONERS: Muratsuchi, Uchima, Drevno, Fauk,
Horwich, La Bouff

NOES: COMMISSIONERS: None

ABSENT: COMMISSIONERS: Botello

ABSTAIN: COMMISSIONERS: None



Secretary, Torrance Planning Commission

LICENSE AGREEMENT

This License Agreement ("License") is made and entered into as of December 1, 2004, by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("AGENCY") and K's Kitchen, Inc., a California corporation, dba Yuzu Restaurant ("LICENSEE").

RECITALS:

- A. AGENCY is the owner of fee title to property located at 1940-1960 Torrance Blvd., Torrance, California, which includes a parking lot.
- B. LICENSEE operates a business located at 1231 Cabrillo Avenue #101, Torrance, California.
- C. LICENSEE desires to use ten parking spaces owned by the AGENCY for employee and customer parking.

AGREEMENT:

- 1. PREMISES
AGENCY grants LICENSEE a license to occupy and use for parking, subject to all terms and conditions stated, ten parking spaces in the AGENCY-owned parking lot located at 1940-1960 Torrance Blvd. (the "Premises"). Premises are defined as ten parking spaces only and does not include the adjacent walls and structures.
- 2. USE
The Premises may be occupied and used by LICENSEE only for the purpose of employee and customer parking.
- 3. TERM
The term of this License will be for ten years commencing on the Effective Date written above.
- 4. TERMINATION BY CITY FOR CONVENIENCE
CITY may, upon sixty days notice, terminate this LICENSE for CITY's convenience and without cause.
- 5. COMPENSATION
 - A. LICENSEE agrees to pay AGENCY in advance, on the first day of each month the sum of \$500 ("Minimum Monthly Fee"). If this License does not commence on the first day of a calendar month or end on the last day of a calendar month, LICENSEE will pay prorated rent for the first and last month, as the case may be, in the amount of 1/30th of the Minimum Monthly Fee times the number of days for which the fee is being prorated.

R 2004-007

B. All rent payable to the AGENCY will be paid, without abatement, deduction or offset, to the Finance Department of the City of Torrance located at 3031 Torrance Blvd., Torrance, California, 90503.

6. COMPLIANCE WITH LAW

LICENSEE agrees to comply with the Redevelopment Plan for the Downtown Redevelopment Project Area and all ordinances, rules, laws or regulations of the City of Torrance and of any other governmental agency that are applicable to the Premises.

7. SECURITY AND MAINTENANCE

Security and maintenance of the Premises will be the responsibility of the LICENSEE. LICENSEE agrees to maintain the Premises in a neat and sanitary condition.

8. ALTERATIONS

LICENSEE may not make or permit any alterations or additions to the Premises.

9. SURRENDER

At the expiration of the term of this License, LICENSEE must surrender the Premises to the AGENCY in the same condition as received, reasonable wear and tear excepted.

10. INDEMNIFICATION

LICENSEE will indemnify, pay for cost of defense, and hold harmless AGENCY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss. The obligation to indemnify, pay for cost of defense, and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of LICENSEE, its officers, employees, agents, sublicensees or vendors. It is further agreed, LICENSEE's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of AGENCY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of AGENCY, its officers, employees or agents.

11. INSURANCE

LICENSEE shall furnish the AGENCY a certificate of liability insurance for the premises in the amount of \$1,000,000 combined single limit and naming the AGENCY, the City Council, each member thereof and each officer and employee of the AGENCY as an additional insured on the policy. The certificate of insurance will be filed with this LICENSE in the office of the City Clerk.

12. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

LICENSEE

Harry Naeim
Yuzu Restaurant
1231 Cabrillo Ave. #101
Torrance, CA 90501

AGENCY:

Clerk of the Redevelopment Agency
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

13. DEFAULT

The occurrence of any one or more of the following events will constitute a default and breach of this License by LICENSEE:

- A. The failure to pay the Minimum Monthly Fee within three days of its due date; or
- B. The failure to perform any of LICENSEE's obligations under this License, other than the obligation to pay the Minimum Monthly Fee, more than five days after written notice from the AGENCY.

14. PROHIBITION AGAINST ASSIGNMENT AND SUBLETTING

LICENSEE may not at any time during the term of this License assign, sublease or transfer this License.

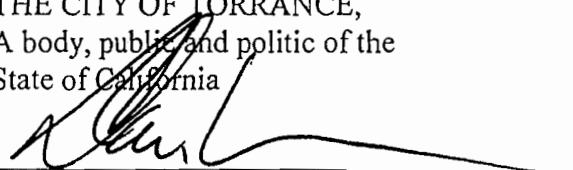
15. INTEGRATION; AMENDMENT

This License represents the entire understanding of AGENCY and LICENSEE as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this License. The License may not be modified or altered except in writing signed by both parties.

16. INTERPRETATION
The terms of this License should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this License or any other rule of construction that might otherwise apply.
17. SEVERABILITY
If any part of this License is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the License will remain in full force and effect.
18. GOVERNING LAW; JURISDICTION
This License will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the License will be in Los Angeles County, California.
19. WAIVER OF BREACH
No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this License.
20. ATTORNEY'S FEES
Except as provided for in Paragraph 9, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this License (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this License, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.
21. EXHIBITS
All exhibits identified in this License are incorporated into the License by this reference.
22. LICENSEE'S AUTHORITY TO EXECUTE
The person(s) executing this License on behalf of the LICENSEE warrant that (i) the LICENSEE is duly organized and existing; (ii) they are duly authorized to execute this License on behalf of the LICENSEE; (iii) by so executing this

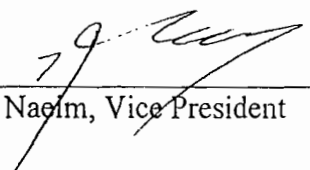
License, the LICENSEE is formally bound to the provisions of this License; and (iv) the entering into this License does not violate any provision of any other License to which the LICENSEE is bound.

REDEVELOPMENT AGENCY OF
THE CITY OF TORRANCE,
A body, public and politic of the
State of California



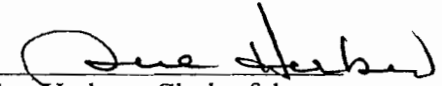
Dan Walker
Chairman

K's Kitchen Inc.,
a California Corporation,
dba Yuzu Restaurant



Harry Naem, Vice President

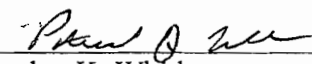
ATTEST:



Sue Herbers, Clerk of the
Redevelopment Agency of the
City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: 

Heather K. Whitham
Deputy City Attorney

First Amendment to License Agreement

This First Amendment to License Agreement ("Amendment") is made and entered into as of May 1, 2011, by and between the CITY OF TORRANCE, a Municipal Corporation ("CITY") and K's Kitchen, Inc., a California Corporation, dba Yuzu Restaurant ("Licensee").

RECITALS:

- A. CITY's predecessor in interest, the Redevelopment Agency of the City of Torrance ("AGENCY"), and LICENSEE entered into a License Agreement on December 1, 2004, which granted LICENSEE the use of ten AGENCY-owned spaces located at 1940-1960 Torrance Boulevard in conjunction with a restaurant located at 1231 Cabrillo Avenue #101, Torrance, California.
- B. On March 8, 2011, the AGENCY transferred its interest in the License Agreement and its interest in the property located at 1940-1960 Torrance Boulevard to CITY.
- C. LICENSEE desires to continue to use the parking spaces in conjunction with their restaurant use.
- D. LICENSEE has requested modifications to the terms of the License with respect to ongoing fees and previous delinquent payments.

AGREEMENT:

1. SECTION 5 entitled COMPENSATION of the License is amended to read in its entirety as follows:
 - "5. COMPENSATION
 - A. LICENSEE agrees to pay CITY in advance, on the first day of each month the sum of \$250.00 per month ("Minimum Monthly Fee") commencing May 1, 2011.
 - B. LICENSEE further agrees and acknowledges that it owes CITY \$10,750.00 in past fees as calculated through April 30, 2011 and agrees to pay CITY in addition to the fees as outlined in SECTION 5.A. above, the sum of \$250.00 per month ("Additional Monthly Fee") until such time that the past fees amount is equal to zero."
2. The persons executing this Agreement on behalf of the LICENSEE warrant that (i) the LICENSEE is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the LICENSEE; (iii) by so executing this Agreement, the LICENSEE is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement

R 2004-007

COPY

1st

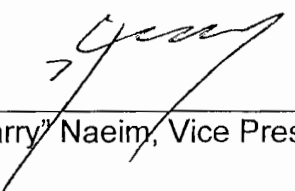
does not violate any provision of any other Agreement to which the LICENSEE is bound.

- 3. In all other respects, the Agreement entered into as of December 1, 2004, between the CITY and LICENSEE is ratified and reaffirmed and is in full force and effect.


CITY OF TORRANCE,
A Municipal Corporation

K's Kitchen Inc.,
a California Corporation, dba Yuzu
Restaurant

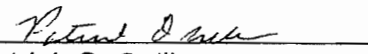
By: 
Frank Scotto, Mayor


Habib "Harry" Naeim, Vice President

ATTEST:


Sue Herbers, City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

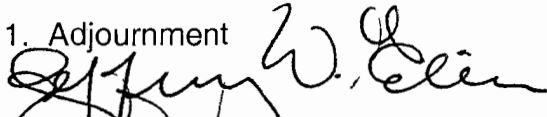
By: 
Patrick Q. Sullivan
Assistant City Attorney

REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE


February 8, 2005

At 5:30 p.m., or as soon thereafter as Council business can be disposed of, the City Council will take a recess without leaving their seats and meet as the Redevelopment Agency of the City of Torrance.

1. Roll Call
2. Motion to Accept & File Report on Posting of Agenda
3. Approval of Minutes - February 1, 2005
4. Communication and Other Business:
 - a. Redevelopment Staff recommends that the Redevelopment Agency:
 1. Approve a Purchase Order with National Demolition Contractors in the amount of \$7,200.00;
 2. Authorize a 5% contingency in the amount of \$360.00 for this project; and
 3. Authorize staff to prepare a purchase order between the City and National Demolition Contractors.
 - b. The Clerk of the Agency recommends that the Redevelopment Agency receive and file the attached map of economic conflicts of interest disclosing property owned by Agency members and City Planning Commissioners within the Agency's three project areas.
5. Hearings: None
6. Report of the Director and other Officers
7. Report of Committee
8. Addendum Matters
9. Oral Communications
10. Request for Executive Session: None
11. Adjournment



JEFFERY W. GIBSON
Deputy Executive Director



SUE HERBERS
Clerk of the Agency

ROLL CALL: Lieu, Mauno, McIntyre, Nowatka, Scotto, Witkowsky and Walker

Redevelopment Agency
February 8, 2005

Redevelopment Agency
February 8, 2005

Agency Agenda Item 4A

Honorable Chairman and Members
of the Torrance Redevelopment Agency
City Hall
Torrance, California

Members of the Agency:

**SUBJECT: Approve a Purchase Order for the Asbestos Abatement and
Building Demolition at 1956 Torrance Boulevard**

Expenditure: \$7,560.00

RECOMMENDATION

Redevelopment Staff recommends that the Redevelopment Agency:

1. Approve a Purchase Order with National Demolition Contractors in the amount of \$7,200.00;
2. Authorize a 5% contingency in the amount of \$360.00 for this project; and
3. Authorize staff to prepare a purchase order between the City and National Demolition Contractors.

Funding: This project is funded by the Downtown Capital Project Fund.

BACKGROUND AND ANALYSIS

In 2000, the Redevelopment Agency acquired the property at 1956 Torrance Boulevard. The site was acquired with the intent to implement one of the goals of the Redevelopment Plan to recycle obsolete land uses and revitalize the Downtown Project Area.

The site currently includes a structure, approximately 1,000 square feet, and 14 parking spaces. In the past, the building had been leased but now has been vacant for nearly a year. All of the parking spaces are being leased.

With the building vacant and in disrepair, the City has an opportunity to demolish the building and create additional parking for the project area. A demolition inspection and report has been completed for the building. The report indicates that asbestos is present.

In the past, staff has received inquiries for the leasing of parking spaces in the Downtown area and stated it would bring back an item to the Agency regarding demolition of this building and providing additional parking.

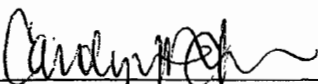
Staff contacted eight contractors to provide a cost for asbestos abatement and building demolition. Two contractors provided cost estimates. National Demolition Contractors provided the lowest cost estimate, \$7,200.00. The City has worked with National Demolition in the past. In October 2002, National Demolition provided asbestos abatement and demolition service for the "Torrance Tire" property at 1312 Cabrillo Avenue. We have found them to be professional in the provisions of this kind of service and responsive to the needs of the project and the Agency.

Staff recommends that the Redevelopment Agency approve a Purchase Order with National Demolition Contractor in the amount of \$7,200.00 plus a 5% contingency in the amount of \$360.00 for a total amount not to exceed \$7,560.00.

If approved, demolition will be scheduled for late February/early March 2005.


Respectfully submitted,

Jeffery W. Gibson
Deputy Executive Director

By 


Carolyn M. Chun
Acting Planning Manager
Redevelopment, Assisted Housing
and General Plan

CONCUR:



Jeffery W. Gibson
Deputy Executive Director

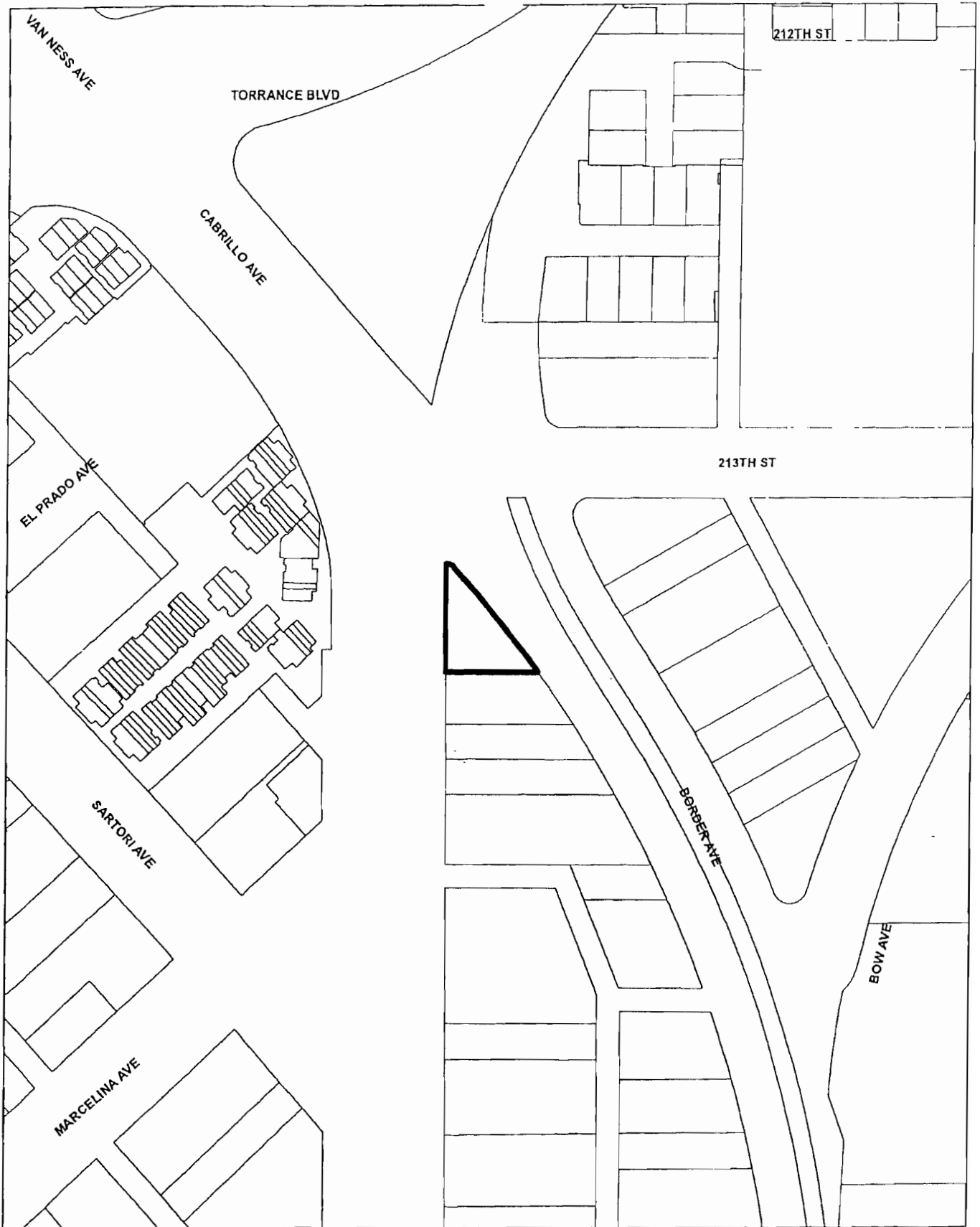
NOTED:



LeRoy J. Jackson
Executive Director

Exhibit 2

Supporting Documents for
1312 Cabrillo Avenue



T:\MapGIS\2011\Inventory of Redevelopment Properties.mxd

Lines and photos are approximate, not to be used for establishing absolute or relative positions



7355-029-900



MJA CONSULTING
"Protecting America's Environment"
2081 Steiger Lane
Oceanside, California 92056
(619) 722-8544

May 15, 1991

Raquel Perez
Mechanics National Bank
SBA Division
8225 Alondra Boulevard
Paramount, California 90723

**SUBJECT: Additional Subsurface Investigation at the Torrance Tire Center, 1312
Cabrillo Avenue, Torrance, California 90503.**

Ms. Perez:

After reviewing correspondence received from the Torrance Fire Department (inter-office communication dated March 20, 1991) and in accordance with topics discussed during a meeting and site visit on May 3, 1991 with Douglas Bergen, Senior Fire Inspector, MJA Consulting is pleased to submit a proposal and cost estimate outlining additional investigation at the above-referenced location.

PROPOSAL

The additional subsurface environmental investigation includes the following scope of work:

1. **Submit a Work Plan:** Prior to conducting additional work at the site, a work plan outlining procedures and a scope of work will need to be submitted and approved by the Fire Department prior to beginning work.
2. **Drill Two Soil Borings:** Borings will be drilled to 40 feet below grade. The locations of the soil borings have been identified by the Fire Department. Additional footage, if necessary, will be charged at \$22.50/foot.
3. **Collect and Analyze 10 Soil Samples:** Soil samples will be collected at 5 foot intervals to the maximum depth of each boring. Soil samples will not be collected below first encountered groundwater. The samples will be logged according to the Unified Soil Classification System. Five soil samples will be analyzed from each boring (5, 10, 20, 30 and 40 feet below grade). The samples will be analyzed by a California state-certified laboratory. If contamination is detected at any depth additional samples will need to be analyzed in order to properly delineate the vertical extent of contamination. Additional samples will be analyzed at \$175./sample.
4. **Locate Underground Storage Tanks:** Outline underground storage tanks using sounding and metal detection to determine approximate size of the tanks.

Page 2
 May 15, 1991
 Mechanics National Bank

5. **Laboratory Analysis of Sludge:** Obtain a representative liquid/sludge sample from inside each of the two tanks and analyze pursuant to the following EPA methods; 1) 3550/8015 modified - total petroleum hydrocarbon, 2) 624/8240 - Volatile Organics by GC/MS and 3) 601/8010 - Volatile Halocarbons.
6. **Prepare a Final Report:** Once all data has been collected a final report will be prepared summarizing the soil stratigraphy, geology, hydrogeology, field and laboratory procedures, laboratory results, our interpretations regarding the nature of contaminants and recommendations for further work, if needed.

COST ESTIMATE

Work Plan	N/C
Soil Borings	
80 feet @ \$22.50/ft.	\$ 1,800.00
Analyze Soil Samples (2 week turnaround)	
8015/8020 - 10 @ \$175./ea.	1,750.00
Locate Underground Tanks	750.00
Analyze Sludge (2 week turnaround)	
8015 - 2 @ \$150./ea.	300.00
8240 - 2 @ \$295./ea.	590.00
8010 - 2 @ \$165./ea.	330.00
Field Engineering	
12 hours @ \$75./hr.	900.00
Final Report	<u>1,200.00</u>
 TOTAL ESTIMATED COSTS	 \$ 7,620.00

LIMITATIONS:

- a) Soils borings will be backfilled with two feet of bentonite chips and the soil of origin. Additional soil will be placed in Department of Transportation (DOT) 55 gallon drums and stored onsite pending laboratory analysis. This soil whether contaminated or clean will remain on the property and will be removed from the site at additional cost and at the request of Mechanics National Bank.

Page 3
May 15, 1991
Mechanics National Bank

- b) Remediation of soil or groundwater contamination is not included in this phase of the investigation.

Additional work as outlined in our proposal was requested by Mr. Bergen of the Torrance Fire Department during the course of our meeting and site visit on May 3, 1991.

If site conditions alter the scope of the proposed work, additional charges may be necessary. If delays or unforeseen conditions are encountered a written change order will be necessary from Mechanics National Bank before continuing work.

If you are in agreement with the contents of this proposal and the Environmental Assessment Services Standard Terms and Conditions attached, please have the appropriate party sign a copy of the proposal, and return it to our office. The proposal will remain in effect for 90 days.

We trust the information provided in this proposal meets with your needs at this time. If we can be of further service or if additional information is needed please contact me at your convenience.

We appreciate the opportunity to submit this proposal to Mechanics National Bank.

Sincerely:
MJA Consulting



Michael Anselmo
Engineering Manager
Registered California Environmental Assessor # 2010

Company : _____

Approved : _____

Date : _____

MJA CONSULTING
"Protecting California's Environment"
2081 Steiger Lane
Oceanside, California 92056
(619) 722-8544

REPORT
SUBSURFACE ENVIRONMENTAL INVESTIGATION

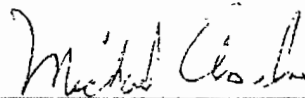
at
Torrance Tire Center
1312 Cabrillo Avenue
Torrance, California 90503

MJA Job No. CE-550

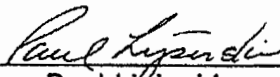
Report prepared for

Mechanics National Bank
SBA Division
8225 Alondra Boulevard
Paramount, California 90723

by
MJA Consulting



Michael Anselmo
Engineering Manager
Registered Environmental Assessor # 2010



Paul Lipinski
Registered Geologist # 3991

March 5, 1991

MJA CONSULTING
 "Protecting California's Environment"
 (619) 722-8544

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4.2 Soil Borings.....	4- 5
4.3 Soil Sampling.....	5- 6
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PLATES

- PLATE 1 - SITE LOCATION MAP
- PLATE 2 - GENERALIZED SITE PLAN

APPENDIX

- A BORING LOGS
- B LABORATORY RESULTS - MARCH 4, 1991

MJA CONSULTING
"Protecting California's Environment"
2081 Steiger Lane
Oceanside, California 92056
(619) 722-8544

REPORT
SUBSURFACE ENVIRONMENTAL INVESTIGATION

at
Torrance Tire Center
1312 Cabrillo Avenue
Torrance, California

1 SUMMARY

Two underground storage tanks and a water clarifier are located at the above-referenced location.

At the request of Station Sales and Mechanics National Bank a subsurface environmental assessment was conducted to determine the possibility of soil contamination in the vicinity of the tanks and clarifier. Analysis of soil obtained during this investigation indicated a high level of 4 parts per million (ppm) total petroleum hydrocarbon (TPH) and nondetectable (ND) levels of benzene, toluene, ethylbenzene and total xylenes. Additional analysis of soil extracted by the clarifier indicated ND levels of total recoverable petroleum hydrocarbon (TRPH). Groundwater was not encountered at 40 feet below grade.

March 5, 1991
1312 Cabrillo Avenue, Torrance, California

MJA CE-550

2 INTRODUCTION

This report summarizes the subsurface environmental investigation conducted at the above-referenced site. Mechanics National Bank contracted with MJA Consulting to conduct the current investigation to determine past integrity of the tanks and the fuel island. This report describes the work conducted during this phase of the investigation, presents analytical results obtained, discusses our interpretations of the data collected, and presents our recommendations.

March 5, 1991
1312 Cabrillo Avenue, Torrance, California

MJA CE-550

3 BACKGROUND

The facility investigated is located at 1312 Cabrillo Avenue, Torrance, California, as indicated on the Site Vicinity Map (Plate P-1). The site encompasses 4,077 square feet plus a 432 square foot building. Based on information provided by Mechanics National Bank and Station Sales, two 1,000-gallon, underground single-walled steel tanks still exist at the site. The facility use is listed as Auto/Equipment Sales and Service. The tanks were used for the storage of gasoline.

A pad related to a former fuel island was visible however information regarding underground piping was not available. A clarifier used to filter water prior to discharge into the public sewer system is located at the east end of the building.

March 5, 1991
1312 Cabrillo Avenue, Torrance, California

MJA CE-550

4 SCOPE OF WORK

The initial proposed scope of work included:

- 1) Drilling one soil boring to a depth of 5 feet, three soil borings to a depth of 20 feet and one soil boring to a depth of 40 feet below grade;
- 2) Collecting soil samples at 5-foot intervals from surface to total depth in each boring;
- 3) Analyzing selected soil samples;
- 4) Interpreting field and laboratory data and preparing a final report.

4.1 Field Activities

On March 4, 1991, personnel from MJA Consulting (Michael Anselmo) supervised the drilling of five soil borings (B-1, B-2, B-3, B-4 and B-5). Locations of the soil borings are shown on the Generalized Site Plan (Plate P-2).

4.2 Soil Borings

Borings were drilled with a 10-inch-diameter, continuous flight, hollow stem auger using a drill rig operated by Westech Drilling of Santa Fe Springs, California (C-57

March 5, 1991
1312 Cabrillo Avenue, Torrance, California

MJA CE-550

license # 561117). Augers were steam-cleaned prior to drilling each boring to minimize the possibility of cross-contamination. Borings were positioned based the assumed location of the underground storage tanks and in accordance with the State of California, Leaking Underground Fuel Tank Manual (LUFT Manual) dated October 1989. Borings B-1, B-2 and B-3 were drilled to a depth of approximately 20 feet below grade. Boring B-4 was drilled to a depth of 40 feet below grade and boring B-5 was drilled to 5 feet below grade. The five borings were destroyed by placed a two foot bentonite seal in the bottom of each boring and replacing the soil of

4.3 Soil Sampling

Soil samples were collected at 5-foot intervals from ground surface to the total depth of each boring. The samples were obtained using a 2-inch diameter, split-barrel modified California sampler driven 18 inches by a 140-pound, down-hole hammer repeatedly dropped 30 inches. The number of blows to drive the sampler each 6-inch increment was counted and recorded to evaluate the relative consistency of the soil. Soil samples were classified and logged by the field engineer utilizing the Unified Soil Classification System (see Boring Logs, Appendix A). Soil samples were collected in brass sampling tubes, sealed with aluminum foil, polyethylene caps, taped, labeled, and chilled in an ice chest to maintain the chemical integrity of the samples.

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Headspace was not present in the cylinder after the sample was collected. A Chain of Custody form was initiated in the field and accompanied the samples to an onsite mobile laboratory.

Samples were screened onsite pursuant to the LUFT manual Appendix B (A5), Section A (1) and (2); Observation, sight and smell. Although this method of screening is highly qualitative, it is useful and cost effective as a preliminary step in determining which samples should analyzed by the laboratory.

4.4 Quality Control

To ensure precision and accuracy of the chemical data, precautions were taken in the field to minimize cross-contamination of all samples. The modified California sampler was steam-cleaned before use and between borings, washed between successive soil samples with a detergent solution and then rinsed with clean tapwater. Only clean, laboratory-washed brass sampling tubes were used for sample collection.

Borings and sampling were performed as prescribed in the California Code of Regulations, Title 23, Chapter 3, Subchapter 16, Section 2645(b) through (e), excluding subsection (h).

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5 ANALYTICAL RESULTS

Twenty-one soil samples were recovered from borings B-1 through B-5. The samples were analyzed onsite with a mobile laboratory provided by Geochem Environmental Laboratories (California state-certified) of Huntington Beach, California. Nine soil samples were analyzed for total petroleum hydrocarbon and the purgeable aromatic hydrocarbons benzene, toluene, ethylbenzene and xylenes following EPA methods 8015 and 8020, respectively. Volatile fuel hydrocarbons were quantitated against a gasoline standard. Hydrocarbons detected by this method range from C6 to C15. One soil sample was analyzed for total recoverable petroleum hydrocarbon following EPA method 418.1. Analytical results are shown in Table 1 and in Appendix B of this report. The Chain of Custody Records for the samples are also included in Appendix B.

March 5, 1991
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TABLE 1
LABORATORY ANALYSIS OF SOIL SAMPLES (March 4, 1991)

<i>SAMPLE</i>	<i>TPH-8015</i>	<i>TRPH-418.1</i>	<i>BENZENE</i>	<i>TOLUENE</i>	<i>ETHYL-BENZENE</i>	<i>XYLENE</i>
B-1-10	4.0	---	ND1	ND	ND	ND
B-1-20	1.0	---	ND	ND	ND	ND
B-2-10	ND	---	ND	ND	ND	ND
B-2-20	ND	---	ND	ND	ND	ND
B-3-10	ND	---	ND	ND	ND	ND
B-3-20	2.0	---	ND	ND	ND	ND
B-4-10	ND	---	ND	ND	ND	ND
B-4-20	ND	---	ND	ND	ND	ND
B-4-40	ND	---	ND	ND	ND	ND
B-5-05	---	ND	---	---	---	---
DL	1.0	1.0	0.1	0.1	0.1	0.1

S-1-10

└─── - Depth in feet below grade
└─── - Soil boring number
└─── - Soil sample

March 5, 1991
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Results in parts per million (ppm) except where noted

B = benzene E = ethylbenzene T = toluene X = xylene (per EPA method 8020/602)

TPH = total petroleum hydrocarbons

TRPH = total recoverable petroleum hydrocarbon

DL = detection limit - provided by laboratory

ND = nondetectable

March 5, 1991
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MJA CE-550

6 CONCLUSIONS

Based on field observations and the results of laboratory analyses of the soil from the soil borings, we conclude that:

- 1) The site is underlain by interbedded silt to silty sands and silty clays which grade laterally across the site.
- 2) Groundwater was not encountered at approximately 40 feet below grade.
- 3) Laboratory test results of the soil samples collected from the borings indicate concentrations of total petroleum hydrocarbon ranging from ND to 4 ppm. Benzene, toluene, ethylbenzene and xylene was not detected in soil samples analyzed.

March 5, 1991
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7 RECOMMENDATIONS

Based on field observations and laboratory analysis performed we recommend that no further investigation be performed at this time. However, when the tanks are removed from the site additional investigation will be required to determine the quality of soil directly above and directly below the tanks or as required by federal, state or local agencies.

March 5, 1991
1312 Cabrillo Avenue, Torrance, California

MJA CE-550

8 LIMITATIONS

The conclusions and recommendations in this report are based on:

1. Five soil borings at the site,
2. Observations of field personnel,
4. Results of laboratory tests performed by Geochem Environmental Laboratory

It is possible that variation in the soil or groundwater conditions could exist beyond the points explored in this investigation. Also, changes in the groundwater conditions reported in this investigation could occur at some time in the future due to variations in rainfall, temperature, regional water usage, or other factors.

The services performed by MJA Consulting have been conducted in a manner consistent with the level of care and skill ordinarily exercised by members of this profession currently practicing under similar conditions in Los Angeles/Orange County Area. No other warranty is expressed or implied.

PLATES



SITE VICINITY MAP

TORRANCE TIRE CENTER

1312 Cabrillo Avenue

Torrance, California

MJA Consulting

Project No. CE-550

PLATE

P-1

CONFIDENTIAL MATERIAL
Section 25506 (a) Health and Safety Code

Confidential in regards to the exact location
of hazardous waste on a parcel

APPENDIX A

FIELD ENGINEER M. ALSELMAN DATE 3/4/77
 DRILLING CONTRACTOR WESTECH
 DRILLING FOREMAN _____

SAMPLER TYPE	INCHES DRIVEN RECOVERED	DEPTH OF CASING	SAMPLE NO.	SAMPLE DEPTH	BLOWS / FT SAMPLER	NUMBER OF RINGS	DEPTH IN FEET	USCS DESIGNATION	PROJECT NO.	CLIENT	LOCATION
									CE-550	MECHANICS BANK	TORRANCE
									SHEET	BORING NO.	
									1 OF 6	B-1	
									1312 CARROLL AVE		
									COLOR	SOIL TYPE	SECONDARY CHARACTERISTICS, CONSISTENCY & REMARKS ON SOIL & DRILLING
							0				
							1				
							2				
							3				
							4				
CM	1 1/2	/	5-1-5	12-14-5	3-4-5	3	5	SM	MODERATE YELLOWISH BROWN	SILTY SANDS	DAMP, LOOSE, NO PLASTICITY
							6				
							7				
							8				
							9				
CM	1 1/2	/	5-1-10	12-14-18		3	10		DARK YELLOWISH ORANGE		MOST DENSE, NO PLASTICITY
							11				
							12				
							13				
							14				
CM	1 1/2	/	5-1-15	12-14-16		3	15	CL		SILTY CLAYS	DAMP, VERY STIFF, LOW PLASTICITY, NO PLASTICITY
							16				
							17				
							18				
							19				
CM	1 1/2	/	5-1-20	11-13-16		3	20		MODERATE OLIVE BROWN		
							21				
							22				
							23				
							24				
							25				
							26				
							27				
							28				
							29				
							30				

FIELD ENGINEER M. Anderson DATE 3/1/78
 DRILLING CONTRACTOR CVE SITE
 DRILLING FOREMAN _____

SAMPLER TYPE	INCHES DRIVEN RECOVERED	DEPTH OF CASING	SAMPLE NO.	BLOWS / FT. SAMPLER	NUMBER OF RINGS	DEPTH IN FEET	USCS DESIGNATION	PROJECT NO.	CLIENT	LOCATION
								SHEET	1312 CARRILLO AVE	
								COLOR	SOIL TYPE	SECONDARY CHARACTERISTICS, CONSISTENCY & REMARKS ON SOIL & DRILLING
						0				
						1				
						2				
						3				
						4				
CM	1 1/16	/	5-2-5	3-4-6	3	5	SM	MODERATE YELLOWISH BROWN	SILTY SANDS	MEDIUM DENSE, M.V.S.T. NO PLASTICITY
						6				
						7				
						8				
						9				
CM	1 1/16	/	5-2-10	4-1-16	3	10				DENSE, DAMP, NO PLASTICITY
						11				
						12				
						13				
						14				
CM	1 1/16	/	5-2-15	9-1-16	3	15	CL	DARK YELLOWISH ORANGE	SILTY CLAYS	DAMP, VERY STIFF, NO PLASTICITY
						16				
						17				
						18				
						19				
CM	1 1/16	/	5-2-20	14-1-23	3	20				
						21				
						22				
						23				
						24				
						25				
						26				
						27				
						28				
						29				
						30				

FIELD ENGINEER M. ANSELMO DATE 3/7/81
 EDITED BY _____ DATE _____

DRILLING CONTRACTOR WESTECH
 DRILLING FOREMAN _____

SAMPLER TYPE	INCHES DRIVEN RECOVERED	DEPTH OF CASING	SAMPLE NO.	SAMPLE DEPTH	BLOWS / FT. SAMPLER	NUMBER OF RINGS	DEPTH IN FEET	USCS DESIGNATION	PROJECT NO.	CLIENT	LOCATION
									3 OF 6	1312 CASPILLO AVE	TURFANE
								COLOR	SOIL TYPE	SECONDARY CHARACTERISTICS, CONSISTENCY & REMARKS ON SOIL & DRILLING	
							0				
							1				
							2				
							3				
							4				
cm	13/13	/	5-3-5	3-6-16		3	5	SM	MODERATE YELLOW-BROWN SAND	SILTY SANDS	MEDIUM DENSE, FIRM NO CRUMBSY SOIL
							6				
							7				
							8				
							9				
cm	14/16	/	5-3-9	10-3-16		3	10				
							11		DARK YELLOW-ORANGE		
							12				
							13				
							14				
cm	18/15	/	5-3-15	10-4-17		3	15	CL		SILTY CLAYS	MUFT, VERY STIFF LOW PLASTICITY, NO CRUMBSY SOIL
							16				
							17				
							18				
							19				
cm	18/16	/	5-3-20	12-16-23		3	20		MODERATE OLIVE BROWN		
							21				
							22				
							23				
							24				
							25				
							26				
							27				
							28				
							29				
							30				

DRILLING CONTRACTOR WEST ECHT
 DRILLING FOREMAN _____

FIELD ENGINEER M. ANSELMO DATE 5/11/91
 EDITED BY _____ DATE _____

SAMPLER TYPE	INCHES DRIVEN RECOVERED	DEPTH OF CASING	SAMPLE NO. SAMPLE DEPTH	BLOWS / FT. SAMPLER	NUMBER OF RINGS	DEPTH IN FEET	USCS DESIGNATION	PROJECT NO.	CLIENT	LOCATION
								SHEET	1312 CABRILLO AVE	
						COLOR	SOIL TYPE	SECONDARY CHARACTERISTICS, CONSISTENCY & REMARKS ON SOIL & DRILLING		
						0				
						1				
						2				
						3				
						4				
CM	1 3/16	/	5-4-5	3-4-5	3	5	SM	MUDSTONE YELLOWISH BROWN	SILTY SANDS	DAMP, LOOSE, NO PLASTICITY
						6				
						7				
						8				
						9				
CM	1 5/16	/	1-4-10	7-11-16	3	10				MOIST, MEDIUM DENSE
						11				
						12				
						13				
						14				
						15	CL		SILTY CLAYS	DAMP, STIFF LOW PLASTICITY, NO PLASTICITY
						16				
						17				
						18				
						19				
CM	1 1/8	/	5-4-15	7-10-14	3	20				
						21				
						22				
						23				
						24				
CM	1 1/8	/	5-4-25	8-13-15	3	25				
						26				
						27				
						28				
						29				
						30				

FIELD ENGINEER M. ANDERSON DATE 3/4/91
 EDITED BY _____ DATE _____

DRILLING CONTRACTOR WEST-ECH
 DRILLING FOREMAN _____

SAMPLER TYPE	INCHES DRIVEN RECOVERED	DEPTH OF CASING	SAMPLE NO.	SAMPLE DEPTH	BLOWS / FT. SAMPLER	NUMBER OF RINGS	DEPTH IN FEET	USCS DESIGNATION	PROJECT NO.	CLIENT	LOCATION
									SHEET	BORING NO.	
COLOR	SOIL TYPE	SECONDARY CHARACTERISTICS, CONSISTENCY & REMARKS ON SOIL & DRILLING									
CM	18 1/4	/	S-4-30	9-13-17	3	3 0	CL	LIGHT OLIVE BROWN	LEAN CLAY	DAMP, VERY STIFF, MOD. PLASTICITY, M. PRECIP. W/CLAY	
						1					
						2					
						3					
						4					
CM	18 1/8	/	S-4-27	11-15-20	3	3 5	SC		SAND-CLAY MIXTURES	DAMP, DENSE, M. PRECIP. W/CLAY	
						6					
						7					
						8					
						9					
CM	18 1/8	/	S-4-20	16-25-47	3	4 0				SLIGHTLY DAMP, VERY DENSE, M. PRECIP. W/CLAY	
						1					
						2					
						3					
						4					
						5					
						6					
						7					
						8					
						9					
						0					

FIELD ENGINEER M. Anderson DATE 3/2/58
 DRILLING CONTRACTOR WESTECH
 DRILLING FOREMAN _____

SAMPLER TYPE	INCHES DRIVEN RECOVERED	DEPTH OF CASING	SAMPLE NO.	SAMPLE DEPTH	BLOWS / FT. SAMPLER	NUMBER OF RINGS	DEPTH IN FEET	USCS DESIGNATION	PROJECT NO.	CLIENT	LOCATION
									6 OF 6	MECHANICS BANK	TURKANE
									SHEET		BORING NO.
									13,2 CARP... AVE		B-5
									COLOR	SOIL TYPE	SECONDARY CHARACTERISTICS, CONSISTENCY & REMARKS ON SOIL & DRILLING
							0				
							1				
							2				
							3				
							4				
cm	1 1/8	/	5	4-6	11	3	5	Sm	Moderate yellowish brown	Silty sands	Med. medium dens. no plasticity
							6				
							7				
							8				
							9				
							0				
							1				
							2				
							3				
							4				
							5				
							6				
							7				
							8				
							9				
							0				

APPENDIX B



Geochem

ENVIRONMENTAL LABORATORY

Mobile Laboratories Certified by California Dept. of Health Services

Phone:(714)373-5955

FAX:(714)373-5957

M. J. A. Consulting
2081 Steiger Lane
Oceanside, Ca. 92056

ATTN: Mr. Michael Anselmo

***** L A B O R A T O R Y R E P O R T *****

PROJECT: 1312 Cabrillo, TORRANCE TIRE CENTER #CE-550

SAMPLE INFORMATION:

Date Sampled:	03/04/91	Matrix:	soil
Date Received:	03/04/91	Batch No:	A-405
Date Tested:	03/04/91	Geochem I.D:	A030491.1-20

The samples were received by Geochem Environmental Laboratory at job location ,intact with chain of custody record attached.

QUALITY CONTROL STATUS:

<u>Tests</u>	<u>% Recovery</u>		<u>Relative % Difference</u>	<u>Status</u>
	<u>Spike 1</u>	<u>Spike 2</u>		
8015m/TPH-gasoline	92	86	7	pass
E.P.A. 418.1	94	98	4	pass
8020 benzene	92	86	7	pass
toluene	90	82	9	pass
ethylbenzene	90	80	11	pass
xylenes	88	80	9	pass

Please see the following pages for the test results as well as the detection limit of each test.



Geochem

ENVIRONMENTAL LABORATORY

Mobile Laboratories Certified by California Dept. of Health Services

Phone: (714) 373-5955

FAX: (714) 373-5957

ANALYTICAL RESULTS

Client: M. J. A. Consulting
 Project: 1312 Cabrillo, TORRANCE TIRE CENTER, #CE-550

Concentrations are reported in mg/kg(ppm) unless otherwise specified.

"ND" means "not detected" at indicated detection limit.

B: benzene, T: toluene, E: ethylbenzene & X: total xylenes.

TESTS	E.P.A. 418.1	8015M/TPH gasoline	8 0 2 0 B / T / E / X
DETECTION LIMIT	1 ppm	1 ppm	0.1 ppm
S-1-10		4	ND/ ND/ ND/ ND
S-1-20		1	ND/ ND/ ND/ ND
S-2-10		ND	ND/ ND/ ND/ ND
S-3-10		ND	ND/ ND/ ND/ ND
S-3-20		2	ND/ ND/ ND/ ND
S-4-10		ND	ND/ ND/ ND/ ND
S-4-20		ND	ND/ ND/ ND/ ND
S-4-40		ND	ND/ ND/ ND/ ND
S-5-5	ND		

Reviewed and Approved

George Tsai
 George Tsai
 Laboratory Director

on *March 5, 1991.*

CHAIN OF CUSTODY RECORD

Date 03/09/91 Page 1 of 3

GEOCHEM Environmental Laboratory
 15211 Springdale Street
 Huntington Beach, CA 92649
 (714) 373-5955 FAX (714) 373-5957

CLIENT: AAA Consultants
 ADDRESS: 8081 Stearns Ave
Ocean Side, CA 92056

PROJECT MANAGER: Richard Arselma
 PHONE NUMBER: (619) 422-5111

PROJECT NAME: 1312 CABRILLO INNOVATION CENTER

SAMPLERS: (Signature) M. Charles

WCE-550

SAMPLE NUMBER	LOCATION DESCRIPTION	DATE	TIME	SAMPLE TYPE		SOLID	NO. OF CNTNRS	TESTS REQUIRED
				WATER Comp.	AIR Grab.			
S-1-5		03/09/91	8:06am			X	1	Hold 805m TOP SILY
S-1-10			8:10am				1	Hold 805m TOP SILY
S-1-15			8:20am				1	Hold 805m TOP SILY
S-1-20			8:30am				1	Hold 805m TOP SILY
S-2-5			8:45am				1	Hold 805m TOP SILY
S-2-10			9:00am				1	Hold 805m TOP SILY
S-2-20							1	Hold 805m TOP SILY

Relinquished by: (Signature) M. Charles Date/Time

Relinquished by: (Signature) Date/Time

Relinquished by: (Signature) Date/Time

Relinquished by: (Signature) Date/Time

Relinquished by: (Signature) Date/Time

Relinquished by: (Signature) Date/Time

Relinquished by: (Signature) Date/Time

Relinquished by: (Signature) Date/Time

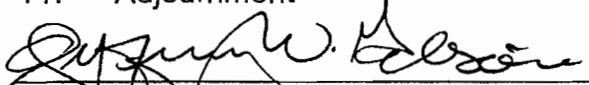
REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE

January 16, 2001

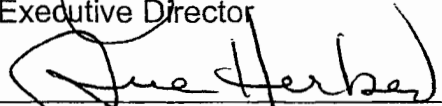
(Next Resolution No. RA2001-01)

At 5:30 p.m., or as soon thereafter as Council business can be disposed of, the City Council will take a recess without leaving their seats and meet as the Redevelopment Agency of the City of Torrance.

1. Roll Call
2. Motion to Accept & File Report on Posting of Agenda
3. Approval of Minutes: January 9, 2000
4. Communications and Other Business:
 - a. Redevelopment staff recommends that your Honorable Body authorize the execution of an Agreement to purchase tax defaulted "Torrance Tire" property (Parcel Number 7355-029-007) located at 1312 Cabrillo Avenue from the County of Los Angeles in an amount not to exceed \$37,811.23.
5. Hearings: None
6. Report of the Director and Other Officers
7. Report of Committees
8. Addendum Matters
9. Oral Communications
10. Request for Executive Session:
11. Adjournment



 JEFFERY W. GIBSON,
 Deputy Executive Director



 SUE HERBERS,
 Clerk of the Agency

ROLL CALL: Cribbs, Messerlian, Nowatka, Scotto, Walker, Witkowsky and Hardison

Redevelopment Agency
 January 16, 2001

January 9, 2001

**MINUTES OF A REGULAR MEETING OF
THE TORRANCE REDEVELOPMENT AGENCY**

1. CALL TO ORDER

The Torrance Redevelopment Agency convened in a joint session with City Council on Tuesday, January 9, 2001, at 5:40 p.m. at Wilson Park Sports Center.

ROLL CALL

Present: Members Cribbs, Messerlian, Nowatka, Scotto, Walker,*
Witkowsky and Chairperson Hardison.

Absent: None.

Also Present: Agency Director Jackson, Agency Attorney Fellows
Agency Secretary Herbers and other staff representatives.

*Member Walker arrived at 5:45 p.m.

The Agency immediately recessed to consider matters listed under
10. Executive Session.

The Agency reconvened at 9:55 p.m.

2. AFFIDAVIT OF POSTING

MOTION: Member Cribbs moved to accept and file the report of the City Clerk on the posting of the agenda for this meeting. The motion was seconded by Member Nowatka and a roll call vote reflected unanimous approval.

3. APPROVAL OF MINUTES – December 19, 2000

MOTION: Member Cribbs moved for the approval of the December 19, 2000, minutes as written. The motion was seconded by Member Nowatka and roll call vote reflected unanimous approval.

4. COMMUNICATIONS AND OTHER BUSINESS

None.

5. HEARINGS

None.

6. REPORT OF THE DIRECTOR AND OTHER OFFICERS

None.

Agency Meeting of
January 16, 2001

Honorable Chair and Members
of the Torrance Redevelopment Agency
City Hall
Torrance, California

Members of the Agency:

SUBJECT Agency Authorization for the Execution of an Agreement to purchase tax defaulted "Torrance Tire" property (parcel number 7355-029-007) located at 1312 Cabrillo Avenue from the County of Los Angeles.

Expenditure: \$37,811.23

RECOMMENDATION

The Deputy Executive Director recommends that your Honorable Body authorize the execution of an Agreement to purchase tax defaulted "Torrance Tire" property (parcel Number 7355-029-007) located at 1312 Cabrillo Avenue from the County of Los Angeles in an amount not to exceed \$37,811.23.

Funding

The purchase price is \$37,811.23 which would be funded from the Redevelopment Agency's Downtown Commercial Rehabilitation fund account.

BACKGROUND AND ANALYSIS

The Torrance Tire Property has been vacant for many years. The property is blighted and is located at a prominent intersection in an area undergoing substantial redevelopment. There has been almost no private interest in the property due to soil issues as a result of underground tanks.

The Agency has the opportunity to purchase the Torrance Tire property, located at 1312 Cabrillo Avenue (the southeast corner of Cabrillo Avenue and 213th Street). This property is currently available for purchase from the County of Los Angeles for

\$37,811.23. Staff has diligently worked with the County of Los Angeles's Tax Defaulted Land Unit & Secured Property tax Division to acquire the aforementioned property for redevelopment purposes.

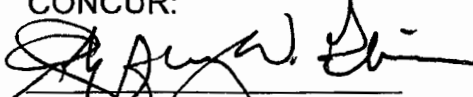
In order to purchase this property, the Agency will need to enter into an Agreement to Purchase this Tax Defaulted property from the County of Los Angeles. Staff recommends the Agency approve the proposed purchase of the tax defaulted Torrance Tire Property located at 1312 Cabrillo Avenue (parcel Number 7355-029-007) and the attached agreement.

Respectfully submitted,

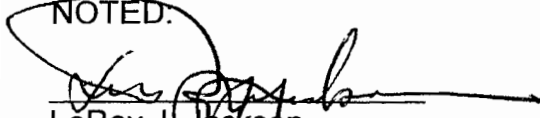
Jeffery W. Gibson
Deputy Executive Director

By 
Michael G. Bihn
Planning Manager
Redevelopment & Housing

CONCUR:


Jeffery W. Gibson
Deputy Executive Director

NOTED:


LeRoy J. Jackson
Executive Director

X:\CCHUN\DOWNTOWN\item torr tire agreement.doc

Attachments:

A. Agreement to purchase tax-defaulted property

AGREEMENT TO PURCHASE TAX-DEFAULTED PROPERTY

This Agreement is made this _____ day of _____, 19__, by and between the Board of Supervisors of Los Angeles County, State of California, and The City of Torrance ("Purchaser"), pursuant to the provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code.

The real property situated within said county, hereinafter set forth and described in Exhibit "A" attached hereto and made a part hereof, is tax-defaulted and is subject to the power of sale by the tax collector of said county for the nonpayment of taxes, pursuant to provision of law.

It is mutually agreed as follows:

1. that as provided by Section 3800 of the Revenue and Taxation Code, the cost of giving notice of this agreement shall be paid by the PURCHASER, and
2. that the PURCHASER agrees to pay the sum of \$37,811.23 for the real property described in Exhibit "A" within 14 days after the date this agreement becomes effective. Upon payment of said sum to the tax collector, the tax collector shall execute and deliver a deed conveying title to said property to PURCHASER.
3. that said purchaser will not share in the distribution of payment required in this agreement.

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy County Counsel

If all or any portion of any individual parcel listed in Exhibit "A" is redeemed prior to the effective date of this agreement, this agreement shall be null and void as to that individual parcel. This agreement shall also become null and void and the right of redemption restored upon the PURCHASER'S failure to comply with the terms and conditions of this agreement. Time is of the essence.

The undersigned hereby agree to the terms and conditions of this agreement and are authorized to sign for said agencies.

ATTEST:

The City of Torrance

(seal)

By _____

ATTEST:

Board of Supervisors
Los Angeles County

By _____
Clerk of the Board of Supervisors

By _____
Chairman

By _____
Deputy
(seal)

Pursuant to the provisions of Section 3775 of the Revenue and Taxation Code the governing body of the city of N/A hereby agrees to the selling price as provided in this agreement.

ATTEST:

N/A
Deputy

(seal)

By N/A
Mayor

This agreement was submitted to me before execution by the board of supervisors and I have compared the same with the records of Los Angeles County relating to the real property described therein.

Los Angeles County Tax Collector

Pursuant to the provisions of Sections 3775 and 3795 of the Revenue and Taxation Code, the Controller agrees to the selling price hereinbefore set forth and approves the foregoing agreement this ___ day of _____, 19__.

_____, STATE CONTROLLER

By _____



LEAD SHEET

02-1699446

RECORDED/FILED IN OFFICIAL RECORDS
 RECORDER'S OFFICE
 LOS ANGELES COUNTY
 CALIFORNIA
 10:01 AM JUL 22 2002

SPACE ABOVE THIS LINE FOR RECORDERS USE



TITLE(S)

DEED

FEE

D.T.T.

FREE N

CODE
20

CODE
19

CODE
9

RECEIVED
 30 2002
 CITY OF LOS ANGELES
 PLANNING DEPARTMENT

Assessor's Identification Number (AIN)

To Be Completed By Examiner OR Title Company In Black Ink

Number of Parcels Shown

5435

038

003

00;



RECORDING REQUESTED BY


COUNTY OF LOS ANGELES
DEPARTMENT OF TREASURER
AND TAX COLLECTOR

02-1699446

AND WHEN RECORDED MAIL TO:

CITY OF TORRANCE REDEVELOPMENT AGENCY
ATTN: MR. MICHAEL G. BIHN
ACTING DEPUTY EXECUTIVE DIRECTOR
3031 TORRANCE BLVD.
TORRANCE, CA90503

FREE RECORDING REQUESTED PURSUANT TO GOVT CODE 6103

Document Transfer Tax - computed on full value of property conveyed \$0.00
City Transfer Tax \$0.00

Signature of Declarant

TAX DEED TO PURCHASER OF TAX-DEFAULTED PROPERTY

On which the legally levied taxes were a lien for FISCAL YEAR 1992-1993

and for nonpayment were duly declared to be in default. DEFAULT NUMBER 7355-029-007

This deed, between the Treasurer and Tax Collector of Los Angeles County ("SELLER") and

CITY OF TORRANCE REDEVELOPMENT AGENCY ("PURCHASER"), conveys to the PURCHASER the real property described herein which the SELLER sold to the PURCHASER BY AGREEMENT on JUNE 26, 2002 pursuant to a statutory power of sale in accordance with the provisions of Division 1, Part 6, Chapter 8, Revenue and Taxation Code, for the sum of \$37,811.23.

No taxing agency objected to the sale.

In accordance with the law, the SELLER hereby grants to the PURCHASER that real property situated in said county, State of California, last assessed to GRAINGER, JAMES R TR

BETA TRUST
C/O MECHANICS NATIONAL BANK

, described as follows: ASSESSOR'S PARCEL NUMBER 7355-029-007

TORRANCE TRACT LOT 1 BLK 3

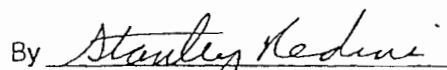
STATE OF CALIFORNIA
County of Los Angeles }ss.MARK J. SALADINO
TREASURER AND TAX COLLECTOR
of the County of Los Angeles
State of California

EXECUTED ON July 22, 2002

By 
Deputy Tax Collector

On July 22, 2002 before me personally appeared MARTHA DURAN personally known to me (or 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 on behalf of which the person(s) acted, executed the instrument.

IN WITNESS WHEREOF, I have here set my hand.

CONNY B. McCORMACK
REGISTRAR-RECORDER/COUNTY CLERK
of the County of Los Angeles
State of CaliforniaBy 
Deputy County ClerkLocation: City of Torrance
Sale No. 2001A Item No. 5482
Agreement No. 2007

The undersigned hereby agree to the terms and conditions of this agreement and are authorized to sign for said agencies.

ATTEST:

The City of Torrance Redevelopment Agency

ATTEST: (seal)
By Sue Herbers
Sue Herbers
Secretary of Agency

By Dee Hardison
Dee Hardison
Chairman

Board of Supervisors
Los Angeles County
By Mike Antonovich
Mayor of the Board of Supervisors

ATTEST:
By Violet Varona-Lukens
Clerk of the Board of Supervisors

By [Signature]
Deputy
(seal)



I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made
VIOLET VARONA-LUKENS
Executive Officer
Clerk of the Board of Supervisors
By [Signature]
Deputy

Pursuant to the provisions of Section 3775 of the Revenue and Taxation Code the governing body of the city of N/A hereby agrees to the selling price as provided in this agreement.

ADOPTED
BOARD OF SUPERVISORS
CITY OF LOS ANGELES



ATTEST:

N/A
Deputy

116

By N/A
MAY 15 2001 Mayor

(seal)
Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

This agreement was submitted to me before execution by the board of supervisors and I have compared the same with the records of Los Angeles County relating to the real property described therein.

[Signature]
Los Angeles County Tax Collector

Pursuant to the provisions of Sections 3775 and 3795 of the Revenue and Taxation Code, the Controller agrees to the selling price hereinbefore set forth and approves the foregoing agreement this 5th day of NOVEMBER, 2001

KATHLEEN CANNON, STATE CONTROLLER

By [Signature]
STEPHEN L. EDWARDS, Chief
Bureau of Tax Administration

AGREEMENT TO PURCHASE TAX-DEFAULTED PROPERTY

This Agreement is made this 15th day of May, 192001, by and between

the Board of Supervisors of Los Angeles County, State of California, and The City of Torrance ("Purchaser"), pursuant to the provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code.

The real property situated within said county, hereinafter set forth and described in Exhibit "A" attached hereto and made a part hereof, is tax-defaulted and is subject to the power of sale by the tax collector of said county for the nonpayment of taxes, pursuant to provision of law.

It is mutually agreed as follows:

1. that as provided by Section 3800 of the Revenue and Taxation Code, the cost of giving notice of this agreement shall be paid by the PURCHASER, and
2. that the PURCHASER agrees to pay the sum of \$37,811.23 for the real property described in Exhibit "A" within 14 days after the date this agreement becomes effective. Upon payment of said sum to the tax collector, the tax collector shall execute and deliver a deed conveying title to said property to PURCHASER.
3. that said purchaser will not share in the distribution of payment required in this agreement.

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By 
Deputy County Counsel

If all or any portion of any individual parcel listed in Exhibit "A" is redeemed prior to the effective date of this agreement, this agreement shall be null and void as to that individual parcel. This agreement shall also become null and void and the right of redemption restored upon the PURCHASER'S failure to comply with the terms and conditions of this agreement. Time is of the essence.

**SUPERVISORIAL DISTRICT 4
AGREEMENT NUMBER 2007****EXHIBIT "A"**

LEGAL DESCRIPTION	LOCATION	FIRST YEAR DELINQUENCY	DEFAULT NUMBER	PURCHASE PRICE
TORRANCE TRACT LOT 1 BLK 3	CITY OF TORRANCE	1992	7355-029-007	\$37,811.23

Enclosures

EXHIBIT "A"

<u>DESCRIPTION</u>	<u>FIRST YEAR DELINQUENT</u>	<u>DEFAULT NUMBER</u>	<u>PURCHASE PRICE</u>
*Torrance Tract Lot 1 Blk 3	1992	7355-029 -007	37,811.23

Redevelopment Agency
September 16, 2003

Agency Agenda Item 4A

Honorable Chairman and Members
of the Torrance Redevelopment Agency
City Hall
Torrance, California

Members of the Agency:

SUBJECT: Downtown Torrance Mural, Torrance Tire Property 1312 Cabrillo

RECOMMENDATION

Redevelopment Staff recommends that the Redevelopment Agency approve the attached License Agreement and authorize the execution of the License Agreement by and between the Redevelopment Agency of the City of Torrance and the Depot Restaurant.

Funding: n/a

BACKGROUND AND ANALYSIS

On January 16, 2001, the Redevelopment Agency approved the acquisition of the Torrance Tire Property, located at 1312 Cabrillo Avenue, from the County of Los Angeles and gained title on July 22, 2002. Thus far, Redevelopment Agency staff has demolished the old blighted building, repaved and restriped the lot for parking use and restuccoed and repainted the remaining wall to match the building next door. These improvements have enhanced the look of this prominent property just south of the Depot Restaurant and across Cabrillo from the Downtown Plaza.

Michael Schaefer, the owner of the Depot Restaurant noticed the work taking place on the property and developed a mural concept to further improve the look of the property. He discussed his idea of creating a mural on the wall saying "Welcome to Downtown Torrance" and utilizing historic Downtown Torrance motifs including the Irving Gill Bridge, the Depot, the Redcar, palm trees, railroad tracks and historic lampposts with Staff. Staff considered the idea to be additive to the efforts of the Agency to beautify the Downtown and develop the Downtown's identity. It also continues the forward momentum in the area. In addition, the Trincherro Winery, co-sponsor of the mural, will be displayed on the Red Car Trolley. Subsequently Mr. Schaefer had a graphic artist prepare a drawing that has been located outside of Agency member's offices along with a photo rendition of how it would look on the building wall.

Mr. Schaefer and Staff have worked together to develop the attached License Agreement to allow the Mural to be produced on the wall at the sole cost and expense of the Depot. The Depot Restaurant will also be responsible for the continued maintenance thereafter and will indemnify and hold the Agency harmless from any damages or liens resulting from the production of the Mural. The Agency will be responsible for graffiti removal and noticing the Depot, which will be responsible for any needed restoration work. The proposed License Agreement can be terminated by either party without cause.

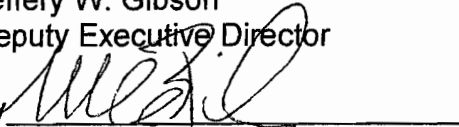
This would be the third Mural in the Downtown. The first Mural on the Employment Development Department Building on Engracia Avenue was recently rehabilitated with the participation of the Agency. A second Mural of bicyclists was done as part of an Agency funded Commercial Rebate of property located at 1424 Marcelina Avenue. These Murals help provide interest in the Downtown that works in concert with other Agency programs to upgrade and restore Downtown Torrance. Staff continues to encourage these types of entrepreneurial endeavors in the Downtown Area.

Redevelopment staff is, therefore, recommending the Redevelopment Agency approve the License Agreement and authorize Redevelopment Staff to execute the License Agreement by and between the Redevelopment Agency of the City of Torrance and the Depot Restaurant to commission the mural.

Respectfully submitted,

Jeffery W. Gibson
Deputy Executive Director

By


Michael G. Bihn
Planning Manager

Comprehensive Planning, Redevelopment & Housing

CONCUR:


Jeffery W. Gibson
Deputy Executive Director


LeRoy J. Jackson
Executive Director

MGB/ctc/KCCHUN/Redev-Items/Torrance/mural 9-2003.doc

Attachment:

- A. License Agreement
- B. Mural drawing (Limited Distribution)
- C. Site Location

LICENSE AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF THE
CITY OF TORRANCE AND THE DEPOT RESTAURANT

RECITALS

The Redevelopment Agency of the City of Torrance ("AGENCY") is the owner of the wall located at 1312 Cabrillo, Torrance, California ("FACILITY").

The Depot Restaurant ("MURALIST") desires to paint a mural on the FACILITY.

The MURALIST has prepared a drawing of a mural for the FACILITY, which is Attachment A to this License Agreement and made a part hereof.

The MURALIST believes it is in the public interest for the mural to be painted on the FACILITY and enters into this License Agreement for that purpose.

The AGENCY believes it is in the interest of the continued redevelopment of the Downtown Torrance Redevelopment Project Area to beautify the FACILITY with a mural and enters into this License Agreement for that purpose.

AGREEMENT

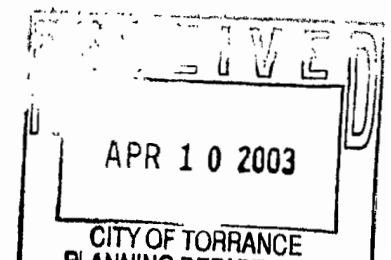
The parties to this Agreement agree as follows:

AGENCY COVENANTS

The AGENCY will provide access to the FACILITY and allow the muralist to paint on the FACILITY a mural as depicted in Attachment A. The AGENCY will assist and facilitate the issuance of necessary permits for the mural. The AGENCY will allow the mural to remain on the FACILITY so long as the FACILITY is not needed for other Redevelopment purposes and the mural remains in a presentable state, all at the sole discretion of the AGENCY. The AGENCY will cause any graffiti to be removed and/or covered over. The AGENCY grants the MURALIST the right to access and restore any damage to the mural and grants the right to refresh the mural in conformance with Attachment A as may be needed from time to time.

AGENCY REPRESENTATIVE

Mike Bihn is designated as the "AGENCY Representative", authorized to act in the AGENCY's behalf with respect to this Agreement. Whenever approval, directions, or other actions are required by AGENCY under this Agreement, those actions will be taken by the AGENCY Representative, unless otherwise stated. The Executive director of the AGENCY has the right to designate another AGENCY Representative at any time, by providing notice to the MURALIST.



DEPOT RESTURANT COVENANTS

The Depot Restaurant, at its sole cost and expense, will have a Mural painted on the FACILITY as shown in Attachment A. Painting of the Mural will commence within 120 days of the execution of this Agreement and be completed no later than 90 days after the start of painting.

DEPOT RESTURANT REPRESENTATIVE

Michael Shafer, owner of the Depot Restaurant, is designated as the (MURALIST's Representative, authorized to act in the MURALIST's behalf with respect to this Agreement. Whenever approval, directions, or other actions are required by MURALIST under this Agreement, those actions will be taken by the MURALIST Representative, unless otherwise stated. The MURALIST has the right to designate another MURALIST Representative at any, time, by providing notice to the AGENCY.

MUTUAL COVENANTS

The MURALIST will be responsible for the cost of the Mural and agrees to indemnify and hold AGENCY harmless from any damages or liens resulting from or caused by the production of the Mural. When completed, MURALIST assume sole responsibility for the Mural. The AGENCY will be responsible for causing any graffiti to be removed and/or covered and providing notice to the MURALIST that restoration is needed. The MURALIST, at its sole cost and expense will be responsible for all maintenance of the Mural and any restoration work on the Mural. The AGENCY will grant access to the FACILITY so that maintenance or restoration work can be completed.

The AGENCY and the MURALIST, mutually agree that this Agreement may be terminated at any time without cause by either party by providing written notice delivered by hand or mailed by pre-paid first class mail to:

AGENCY: Agency Clerk
3031 Torrance Blvd.
Torrance, CA 90503

MURALIST: Michael Shafer, The Depot Restaurant
1250 Cabrillo Avenue
Torrance CA 90501

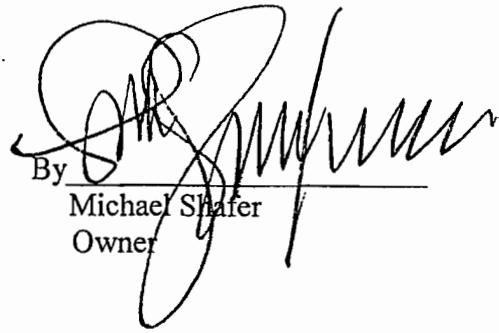
This License will continue until terminated by one of the parties or the FACILITY is sold by the AGENCY after the mural is completed in order to allow periodic maintenance of the Mural by the MURALIST. Nothing in the Agreement shall change or limit any rights of ownership of the FACILITY enjoyed by AGENCY.

The terms of the Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply. The persons signing this Agreement warrant that they are duly authorized to enter into this Agreement.

REDEVELOPMENT AGENCY
OF THE CITY OF TORRANCE
A Body

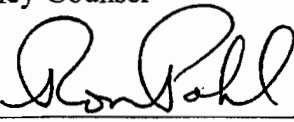
THE DEPOT RESTAURANT

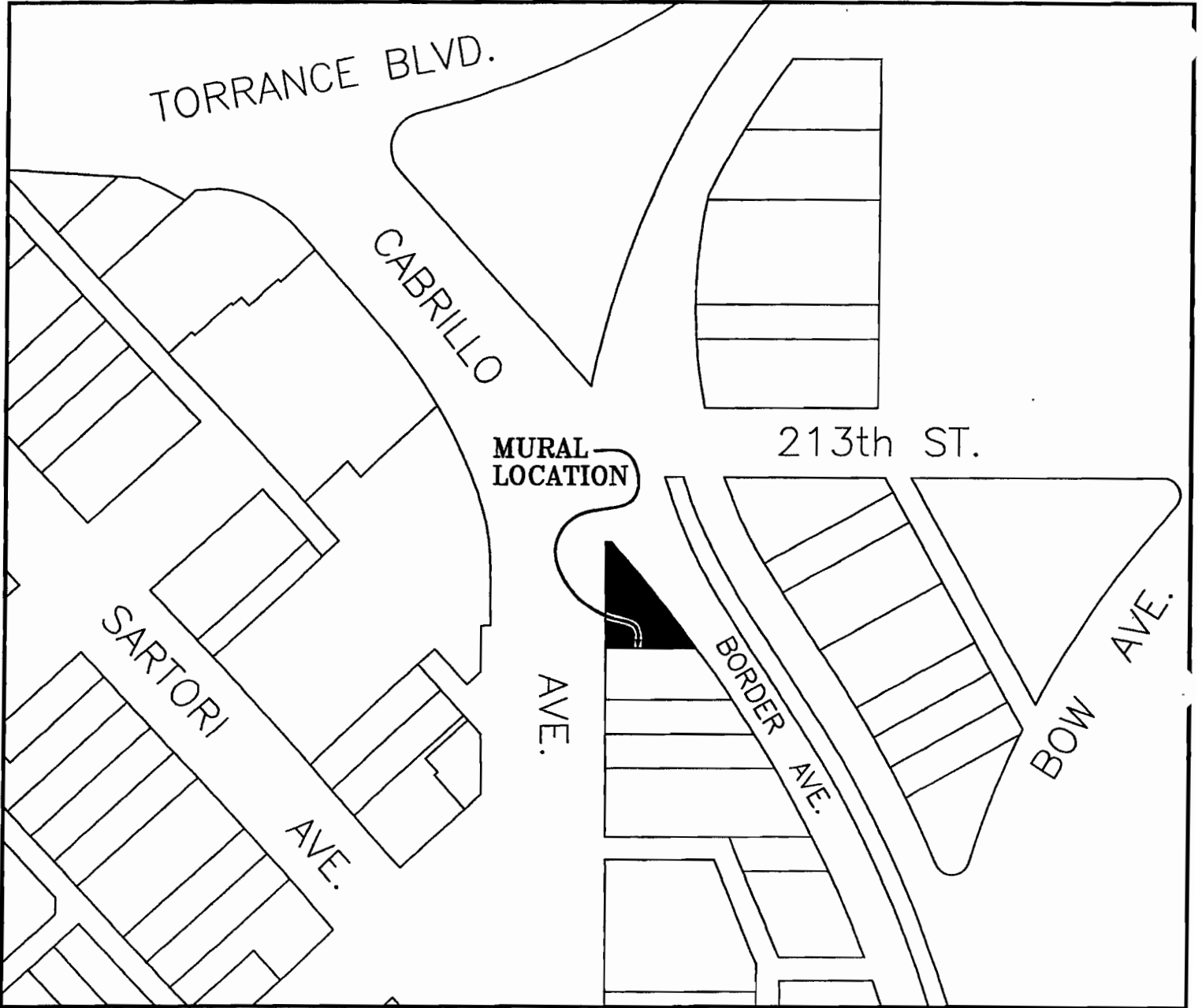
By: _____
Michael G. Bihn
Planning Manager
Redevelopment & Housing

By:  _____
Michael Shafer
Owner

ATTEST:

APPROVED AS TO FORM:
JOHN L. FELLOWS III
Agency Counsel

By:  _____
Ronald T. Pohl
Assistant Agency Counsel



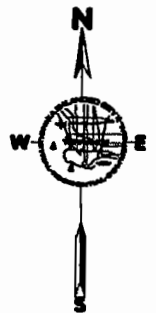
LOCATION MAP
1312 CABRILLO AVENUE



LEGEND:



SUBJECT PARCEL



Redevelopment Agency
October 28, 2003

Agency Agenda Item 4B

Honorable Chairman and Members
 of the Torrance Redevelopment Agency
 City Hall
 Torrance, California

Members of the Agency:

SUBJECT: Continued Consideration of Downtown Torrance Mural, Torrance Tire
 Property 1312 Cabrillo

RECOMMENDATION

The Cultural Arts Commission recommends approval of the Mural concept and Redevelopment Staff recommends that the Redevelopment Agency approve the attached License Agreement and authorize the execution of the License Agreement by and between the Redevelopment Agency of the City of Torrance and the Depot Restaurant.

Funding: n/a

BACKGROUND AND ANALYSIS

On September 16, 2003 Staff presented an item to the Agency for the production of a mural on the Torrance Tire Property at 1312 Cabrillo (Attachment A). The Agency requested Staff to collect input on the mural through the Cultural Arts Commission and return the item to the Agency as soon as practical. On September 30, the mural concept was presented to the Art In Public Places Committee of the Cultural Art Commission.

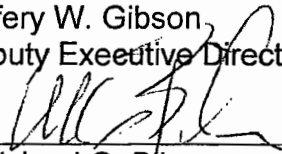
The Committee reviewed the mural, moved and unanimously adopted the following recommendation to the Cultural Arts Commission:

1. Approve the concept of having this mural in Downtown Torrance at the location as currently specified.
2. Sustain the "Welcome to Downtown Torrance" phrase as-is.
3. The Red Car figure should have the correct car number and read "Pacific Electric Red Car" in the painting.
4. The Trincheo Winery advertisement that is attached to the mural should be removed from the body of the mural and placed in an appropriate space and size near the mural with a text something like "Mural Sponsored (or Made Possible by Trincheo Winery."

Mr. Shafer, the Mural proponent, agreed to these conditions and presented a revised Mural drawing to the Cultural Arts Commission. The Commission took up the item on October 20, 2003 (Attachment B). The Commission reviewed the Committee's recommendation and a revised Mural Drawing presented by Mr. Shafer. The Commission concurred in the Committee's recommendation as embodied in the revised Mural drawing with the understanding that the appropriate Red Car number would be added to Mural when that number was determined. Staff believes that number is 1106 but will insure that the correct number is placed on the Mural.


Respectfully submitted,

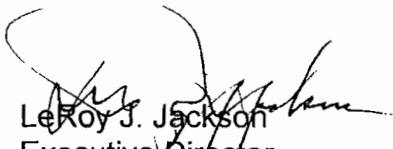
Jeffery W. Gibson
Deputy Executive Director

By 
Michael G. Bihn
Planning Manager
Redevelopment, Housing & Comprehensive Planning

CONCUR:


Robert Myers
Cultural Services Administrator


Jeffery W. Gibson
Deputy Executive Director


LeRoy J. Jackson
Executive Director

MGB\etc\ICCHUR\Redev-Items\mural 9-2003.doc

Attachment:

- A. Redevelopment Agency Item 4A, September 16, 2003
- B. Cultural Arts Commission Item 7A, October 20, 2003
- C. License Agreement.

Redevelopment Agency
September 16, 2003

Agency Agenda Item 4A

Honorable Chairman and Members
of the Torrance Redevelopment Agency
City Hall
Torrance, California

Members of the Agency:

SUBJECT: Downtown Torrance Mural, Torrance Tire Property 1312 Cabrillo

RECOMMENDATION

Redevelopment Staff recommends that the Redevelopment Agency approve the attached License Agreement and authorize the execution of the License Agreement by and between the Redevelopment Agency of the City of Torrance and the Depot Restaurant.

Funding: n/a

BACKGROUND AND ANALYSIS

On January 16, 2001, the Redevelopment Agency approved the acquisition of the Torrance Tire Property, located at 1312 Cabrillo Avenue, from the County of Los Angeles and gained title on July 22, 2002. Thus far, Redevelopment Agency staff has demolished the old blighted building, repaved and restriped the lot for parking use and restuccoed and repainted the remaining wall to match the building next door. These improvements have enhanced the look of this prominent property just south of the Depot Restaurant and across Cabrillo from the Downtown Plaza.

Michael Schaefer, the owner of the Depot Restaurant noticed the work taking place on the property and developed a mural concept to further improve the look of the property. He discussed his idea of creating a mural on the wall saying "Welcome to Downtown Torrance" and utilizing historic Downtown Torrance motifs including the Irving Gill Bridge, the Depot, the Redcar, palm trees, railroad tracks and historic lampposts with Staff. Staff considered the idea to be additive to the efforts of the Agency to beautify the Downtown and develop the Downtown's identity. It also continues the forward momentum in the area. In addition, the Trincherro Winery, co-sponsor of the mural, will be displayed on the Red Car Trolley. Subsequently Mr. Schaefer had a graphic artist prepare a drawing that has been located outside of Agency member's offices along with a photo rendition of how it would look on the building wall.

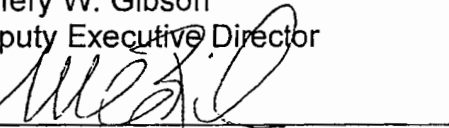
Mr. Schaefer and Staff have worked together to develop the attached License Agreement to allow the Mural to be produced on the wall at the sole cost and expense of the Depot. The Depot Restaurant will also be responsible for the continued maintenance thereafter and will indemnify and hold the Agency harmless from any damages or liens resulting from the production of the Mural. The Agency will be responsible for graffiti removal and noticing the Depot, which will be responsible for any needed restoration work. The proposed License Agreement can be terminated by either party without cause.

This would be the third Mural in the Downtown. The first Mural on the Employment Development Department Building on Engracia Avenue was recently rehabilitated with the participation of the Agency. A second Mural of bicyclists was done as part of an Agency funded Commercial Rebate of property located at 1424 Marcelina Avenue. These Murals help provide interest in the Downtown that works in concert with other Agency programs to upgrade and restore Downtown Torrance. Staff continues to encourage these types of entrepreneurial endeavors in the Downtown Area.


Redevelopment staff is, therefore, recommending the Redevelopment Agency approve the License Agreement and authorize Redevelopment Staff to execute the License Agreement by and between the Redevelopment Agency of the City of Torrance and the Depot Restaurant to commission the mural.

Respectfully submitted,

Jeffery W. Gibson
Deputy Executive Director

By 
Michael G. Bihn
Planning Manager
Comprehensive Planning, Redevelopment & Housing

CONCUR:


Jeffery W. Gibson
Deputy Executive Director


LeRoy J. Jackson
Executive Director

MGB/ctc/KYCHUN/Redev-Depot-Torrance Mural 9-2003.doc

Attachment:

- A. License Agreement
- B. Mural drawing (Limited Distribution)
- C. Site Location

LICENSE AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF THE
CITY OF TORRANCE AND THE DEPOT RESTAURANT

RECITALS

The Redevelopment Agency of the City of Torrance ("AGENCY") is the owner of the wall located at 1312 Cabrillo, Torrance, California ("FACILITY").

The Depot Restaurant ("MURALIST") desires to paint a mural on the FACILITY.

The MURALIST has prepared a drawing of a mural for the FACILITY, which is Attachment A to this License Agreement and made a part hereof.

The MURALIST believes it is in the public interest for the mural to be painted on the FACILITY and enters into this License Agreement for that purpose.

The AGENCY believes it is in the interest of the continued redevelopment of the Downtown Torrance Redevelopment Project Area to beautify the FACILITY with a mural and enters into this License Agreement for that purpose.

AGREEMENT

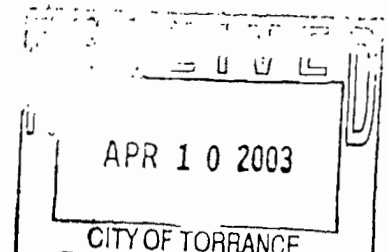
The parties to this Agreement agree as follows:

AGENCY COVENANTS

The AGENCY will provide access to the FACILITY and allow the muralist to paint on the FACILITY a mural as depicted in Attachment A. The AGENCY will assist and facilitate the issuance of necessary permits for the mural. The AGENCY will allow the mural to remain on the FACILITY so long as the FACILITY is not needed for other Redevelopment purposes and the mural remains in a presentable state, all at the sole discretion of the AGENCY. The AGENCY will cause any graffiti to be removed and/or covered over. The AGENCY grants the MURALIST the right to access and restore any damage to the mural and grants the right to refresh the mural in conformance with Attachment A as may be needed from time to time.

AGENCY REPRESENTATIVE

Mike Bihn is designated as the "AGENCY Representative", authorized to act in the AGENCY's behalf with respect to this Agreement. Whenever approval, directions, or other actions are required by AGENCY under this Agreement, those actions will be taken by the AGENCY Representative, unless otherwise stated. The Executive director of the AGENCY has the right to designate another AGENCY Representative at any time, by providing notice to the MURALIST.



DEPOT RESTURANT COVENANTS

The Depot Restaurant, at its sole cost and expense, will have a Mural painted on the FACILITY as shown in Attachment A. Painting of the Mural will commence within 120 days of the execution of this Agreement and be completed no later than 90 days after the start of painting.

DEPOT RESTURANT REPRESENTATIVE

Michael Shafer, owner of the Depot Restaurant, is designated as the (MURALIST's Representative, authorized to act in the MURALIST's behalf with respect to this Agreement. Whenever approval, directions, or other actions are required by MURALIST under this Agreement, those actions will be taken by the MURALIST Representative, unless otherwise stated. The MURALIST has the right to designate another MURALIST Representative at any, time, by providing notice to the AGENCY.

MUTUAL COVENANTS

The MURALIST will be responsible for the cost of the Mural and agrees to indemnify and hold AGENCY harmless from any damages or liens resulting from or caused by the production of the Mural. When completed, MURALIST assume sole responsibility for the Mural. The AGENCY will be responsible for causing any graffiti to be removed and/or covered and providing notice to the MURALIST that restoration is needed. The MURALIST, at its sole cost and expense will be responsible for all maintenance of the Mural and any restoration work on the Mural. The AGENCY will grant access to the FACILITY so that maintenance or restoration work can be completed.

The AGENCY and the MURALIST, mutually agree that this Agreement may be terminated at any time without cause by either party by providing written notice delivered by hand or mailed by pre-paid first class mail to:

AGENCY: Agency Clerk
3031 Torrance Blvd.
Torrance, CA 90503

MURALIST: Michael Shafer, The Depot Restaurant
1250 Cabrillo Avenue
Torrance CA 90501

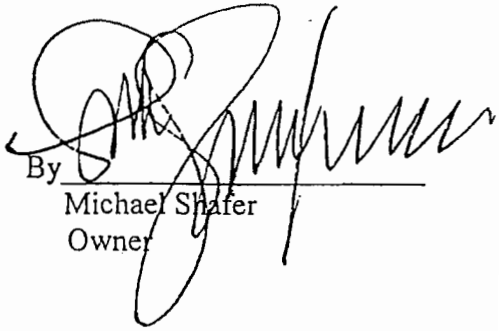
This License will continue until terminated by one of the parties or the FACILITY is sold by the AGENCY after the mural is completed in order to allow periodic maintenance of the Mural by the MURALIST. Nothing in the Agreement shall change or limit any rights of ownership of the FACILITY enjoyed by AGENCY.

The terms of the Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply. The persons signing this Agreement warrant that they are duly authorized to enter into this Agreement.

REDEVELOPMENT AGENCY
OF THE CITY OF TORRANCE
A Body

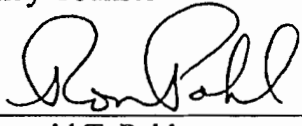
THE DEPOT RESTAURANT

By: _____
Michael G. Bihn
Planning Manager
Redevelopment & Housing

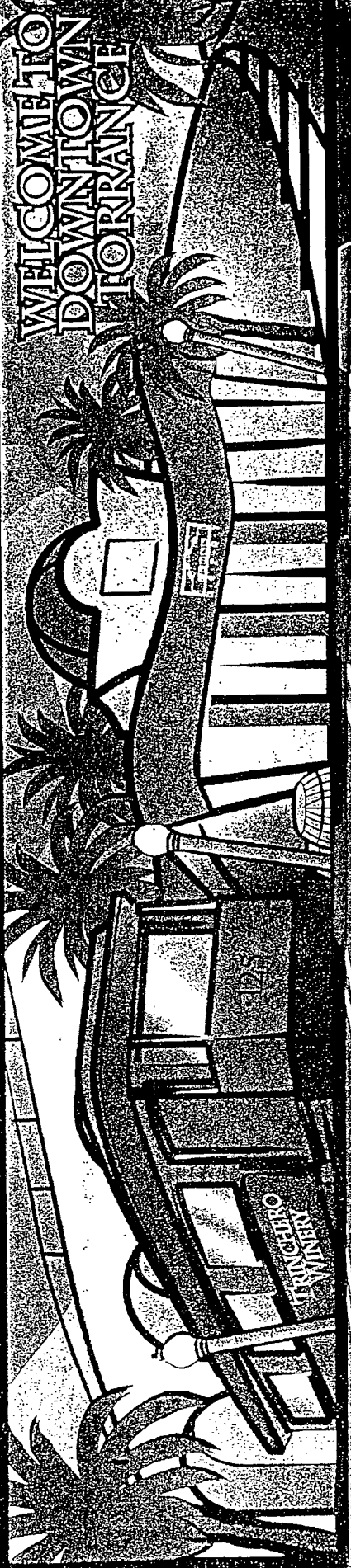
By: 
Michael Shafer
Owner

ATTEST:

APPROVED AS TO FORM:
JOHN L. FELLOWS III
Agency Counsel

By: 
Ronald T. Pohl
Assistant Agency Counsel

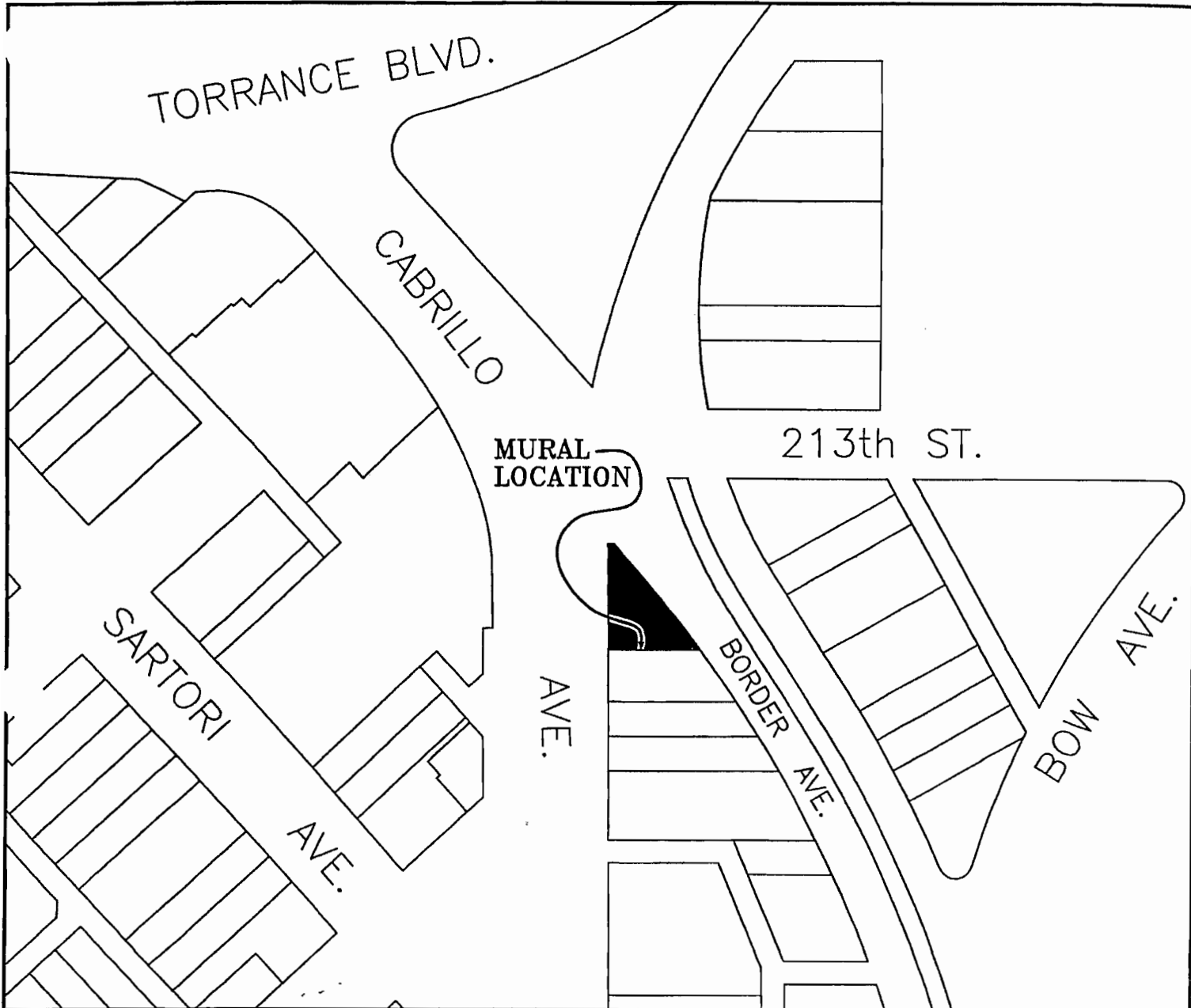
WELCOME TO
DOWNTOWN
TORRANCE



1975

FRANCISCO
WINERY

1975



LOCATION MAP
1312 CABRILLO AVENUE



LEGEND:



SUBJECT PARCEL



Attachment BCOMMISSION MEETING
October 20, 2003

TO: CULTURAL ARTS COMMISSION

FROM: ROBERT J. MYERS, CULTURAL SERVICES ADMINISTRATOR

SUBJECT: ART IN PUBLIC PLACES RECOMMENDATION

The Art in Public Places Committee (AIPPC) was asked to review, comment and make recommendations concerning a proposed mural to be painted on the wall adjacent to the Depot Restaurant in downtown Torrance. The AIPPC met September 30, 2003 to discuss this issue and to develop a recommendation to the Cultural Arts Commission at its meeting of October 20, 2003.

Background

On January 16, 2001, the Redevelopment Agency approved the acquisition of the Torrance Tire Property, located at 1312 Cabrillo Avenue, from the County of Los Angeles and gained title on July 22, 2002. Thus far, Redevelopment Agency staff has demolished the old blighted building, repaved and restriped the lot for parking use and restuccoed and repainted the remaining wall to match the building next door. These improvements have enhanced the look of this prominent property just south of the Depot Restaurant and across Cabrillo from the Downtown Plaza.

Michael Shafer, the owner of the Depot Restaurant noticed the work taking place on the property and developed a mural concept to further improve the look of the property. He discussed his idea of creating a mural on the wall saying "Welcome to Downtown Torrance" and utilizing historic Downtown Torrance motifs including the Irving Gill Bridge, the Depot, the Redcar, palm trees, railroad tracks and historic lampposts with Staff. Staff considered the idea to be additive to the efforts of the Agency to beautify the Downtown and develop the Downtown's identity. It also continues the forward momentum in the area. In addition, the Trinchero Winery, co-sponsor of the mural, will be displayed on the Red Car Trolley. Subsequently Mr. Shafer had a graphic artist prepare a drawing that has been located outside of Agency member's offices along with a photo rendition of how it would look on the building wall.

Mr. Shafer and Staff have worked together to develop the attached License Agreement to allow the Mural to be produced on the wall at the sole cost and expense of the Depot. The Depot Restaurant will also be responsible for the continued maintenance thereafter and will indemnify and hold the Agency harmless from any damages or liens resulting from the production of the Mural. The Agency will be responsible for graffiti

removal and noticing the Depot, which will be responsible for any needed restoration work. The proposed License Agreement can be terminated by either party without cause.

This would be the third Mural in the Downtown. The first Mural on the Employment Development Department Building on Engracia Avenue was recently rehabilitated with the participation of the Agency. A second Mural of bicyclists was done as part of an Agency funded Commercial Rebate of property located at 1424 Marcelina Avenue. These Murals help provide interest in the Downtown that works in concert with other Agency programs to upgrade and restore Downtown Torrance. Staff continues to encourage these types of entrepreneurial endeavors in the Downtown Area.

In 2000, the City of Torrance established an Art in Public Places Committee to research and explore the establishment of an AIPP program in Torrance. The AIPPC consists of the following members:

Paul Nowatka, Torrance City Council	Sue Herbers, Torrance Historical Soc.
Linda Cessna, Building and Safety	Jack Hackmeister, Attorney
Janene Ferguson, Cultural Services	Robert Myers, Cultural Services
John Powers, Consultant	Dennis Pucket, TUSD
Ann Smisek, TCAC Foundation	Bobbie Snyder, Torrance PTA
June Armstrong, Cultural Arts Commission	Tom Tanza, Torrance Artists Guild
Diane Reeves, Artist	

Analysis

The AIPP Committee met to discuss a proposed mural on September 30. Depot Restaurant owner Michael Shafer met with the Committee to discuss changes to the preliminary rendition. Mr. Shafer explained that the proposed mural is meant to be temporary art until the adjacent vacant lot is either sold or developed. He indicated that protective paint will be used to ward off graffiti and that the colors used will be compatible with other down town Torrance buildings. The dimensions of the mural will be approximately 11 feet x 50 feet.

The Committee moved and unanimously adopted the following recommendation to the Cultural Arts Commission:

1. Approve the concept of having this mural in Downtown Torrance at the location as currently specified.
2. Sustain the "Welcome to Downtown Torrance" phrase as-is.
3. The Red Car figure should have the correct car number and read "Pacific Electric Red Car" in the painting.
4. The Trincherro Winery advertisement that is attached to the mural should be removed from the body of the mural and placed in an appropriate space and size near the mural with a text something like "Mural Sponsored (or Made Possible) by Trincherro Winery." (Trincherro Winery is donating \$2,000 to this project.)

Mr. Shafer has agreed to these conditions.

Recommendation

The Art in Public Places Committee recommends that the Cultural Arts Commission approve the recommendation and recommend it to the City of Torrance Redevelopment Agency.

Respectfully submitted,



Robert J. Myers
Cultural Services Administrator

x:p&rfiles/culturalartscommission/commissionitems/2003items/2003-10

LICENSE AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF THE
CITY OF TORRANCE AND THE DEPOT RESTAURANT

RECITALS

The Redevelopment Agency of the City of Torrance ("AGENCY") is the owner of the wall located at 1312 Cabrillo, Torrance, California ("FACILITY").

The Depot Restaurant ("MURALIST") desires to paint a mural on the FACILITY.

The MURALIST has prepared a drawing of a mural for the FACILITY, which is Attachment A to this License Agreement and made a part hereof.

The MURALIST believes it is in the public interest for the mural to be painted on the FACILITY and enters into this License Agreement for that purpose.

The AGENCY believes it is in the interest of the continued redevelopment of the Downtown Torrance Redevelopment Project Area to beautify the FACILITY with a mural and enters into this License Agreement for that purpose.

AGREEMENT

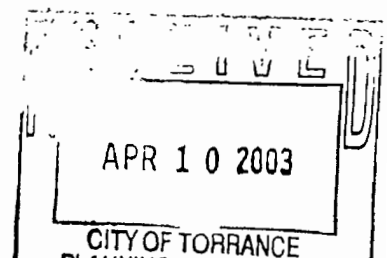
The parties to this Agreement agree as follows:

AGENCY COVENANTS

The AGENCY will provide access to the FACILITY and allow the muralist to paint on the FACILITY a mural as depicted in Attachment A. The AGENCY will assist and facilitate the issuance of necessary permits for the mural. The AGENCY will allow the mural to remain on the FACILITY so long as the FACILITY is not needed for other Redevelopment purposes and the mural remains in a presentable state, all at the sole discretion of the AGENCY. The AGENCY will cause any graffiti to be removed and/or covered over. The AGENCY grants the MURALIST the right to access and restore any damage to the mural and grants the right to refresh the mural in conformance with Attachment A as may be needed from time to time.

AGENCY REPRESENTATIVE

Mike Bihn is designated as the "AGENCY Representative", authorized to act in the AGENCY's behalf with respect to this Agreement. Whenever approval, directions, or other actions are required by AGENCY under this Agreement, those actions will be taken by the AGENCY Representative, unless otherwise stated. The Executive director of the AGENCY has the right to designate another AGENCY Representative at any time, by providing notice to the MURALIST.



DEPOT RESTURANT COVENANTS

The Depot Restaurant, at its sole cost and expense, will have a Mural painted on the FACILITY as shown in Attachment A. Painting of the Mural will commence within 120 days of the execution of this Agreement and be completed no later than 90 days after the start of painting.

DEPOT RESTURANT REPRESENTATIVE

Michael Shafer, owner of the Depot Restaurant, is designated as the (MURALIST's Representative, authorized to act in the MURALIST's behalf with respect to this Agreement. Whenever approval, directions, or other actions are required by MURALIST under this Agreement, those actions will be taken by the MURALIST Representative, unless otherwise stated. The MURALIST has the right to designate another MURALIST Representative at any, time, by providing notice to the AGENCY.

MUTUAL COVENANTS

The MURALIST will be responsible for the cost of the Mural and agrees to indemnify and hold AGENCY harmless from any damages or liens resulting from or caused by the production of the Mural. When completed, MURALIST assume sole responsibility for the Mural. The AGENCY will be responsible for causing any graffiti to be removed and/or covered and providing notice to the MURALIST that restoration is needed. The MURALIST, at its sole cost and expense will be responsible for all maintenance of the Mural and any restoration work on the Mural. The AGENCY will grant access to the FACILITY so that maintenance or restoration work can be completed.

The AGENCY and the MURALIST, mutually agree that this Agreement may be terminated at any time without cause by either party by providing written notice delivered by hand or mailed by pre-paid first class mail to:

AGENCY: Agency Clerk
3031 Torrance Blvd.
Torrance, CA 90503

MURALIST: Michael Shafer, The Depot Restaurant
1250 Cabrillo Avenue
Torrance CA 90501

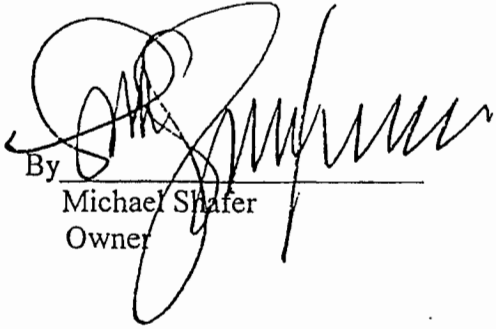
This License will continue until terminated by one of the parties or the FACILITY is sold by the AGENCY after the mural is completed in order to allow periodic maintenance of the Mural by the MURALIST. Nothing in the Agreement shall change or limit any rights of ownership of the FACILITY enjoyed by AGENCY.

The terms of the Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply. The persons signing this Agreement warrant that they are duly authorized to enter into this Agreement.

REDEVELOPMENT AGENCY
OF THE CITY OF TORRANCE
A Body

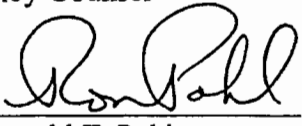
THE DEPOT RESTAURANT

By: _____
Michael G. Bihn
Planning Manager
Redevelopment & Housing

By: 
Michael Shafer
Owner

ATTEST:

APPROVED AS TO FORM:
JOHN L. FELLOWS III
Agency Counsel

By: 
Ronald T. Pohl
Assistant Agency Counsel

PLANNING COMMISSION RESOLUTION NO. 08-078

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF TORRANCE, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT AS PROVIDED FOR IN DIVISION 9, CHAPTER 5, ARTICLE 3 OF THE TORRANCE MUNICIPAL CODE TO ALLOW A RESTAURANT WITH BEER AND WINE SERVICE IN AN EXISTING RETAIL SPACE WITHIN THE PLAZA DEL PRADO COMPLEX LOCATED IN THE COMMERCIAL SECTOR OF THE DOWNTOWN REDEVELOPMENT PROJECT AREA, AT 1231 CABRILLO AVENUE SUITES 107A AND B.

CUP 08-00019: HABIB NAEIM

WHEREAS, staff has reviewed the proposal in relation to the Environmental Impact Report (EIR) prepared for the Downtown Redevelopment Plan (EA 78-46). Because this proposal falls within the mix of activities proposed in the Plan EIR and incorporates mitigation measures, the EIR provides the environmental document for this proposed project; and

WHEREAS, minor alterations of existing public or private structures or facilities involving negligible or no expansion of use beyond that previously existing are Categorically Exempted Section 15301 of the 2008 Guidelines for the California Environmental Quality Act; and

WHEREAS, the Planning Commission of the City of Torrance conducted a public hearing on August 20, 2008, to consider an application for a Conditional Use Permit filed by Habib Naeim to allow a restaurant with beer and wine service in an existing retail space on property located in the Commercial Sector of the Downtown Redevelopment Project Area at 1231 Cabrillo Avenue Suite 107A and B; and

WHEREAS, due and legal publication of notice was given to owners of property in the vicinity thereof and due and legal hearings have been held, all in accordance with the provisions of Division 9, Chapter 5, Article 1 of the Torrance Municipal Code; and

WHEREAS, the Planning Commission by the following roll call vote APPROVED CUP08-00019, subject to conditions:

AYES:	COMMISSIONERS:	Busch, Gibson, Horwich, Skoll, Uchima Weideman, Chairperson Browning
NOES:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	None
ABSTAIN:	COMMISSIONERS:	None

WHEREAS, the Planning Commission of the City of Torrance does hereby find and determine as follows:

- A) The property for which this Conditional Use Permit is approved by the Torrance Planning Commission is located at 1231 Cabrillo Avenue Suite 107A and B, and is described as Lot 2 of Tract 50277.
- B) The proposed restaurant with beer and wine service is conditionally permitted within the Commercial Sector of the Downtown Redevelopment Project area and complies with all of the applicable provisions of the Development Standards and Downtown Redevelopment Plan, and complies with all conditions imposed on the property.
- C) The proposed use will not impair the integrity and character of the Commercial Sector of the Downtown Redevelopment Project area because the proposed restaurant with beer and wine service complies with the standards of the Commercial Sector of the Downtown Redevelopment Project area.
- D) The subject site is physically suitable for the proposed restaurant with beer and wine service, as there is adequate area for the building and landscaping. Parking will comply with the Downtown Redevelopment parking standards.
- E) The proposed restaurant with beer and wine service will be compatible with the land use presently on the subject property, as the other land uses are also commercial uses.
- F) The proposed restaurant with beer and wine service will be compatible with existing and proposed future land uses within the Commercial Sector of the Downtown Redevelopment Project area and the surrounding property because the area consists of a mix of commercial and residential developments.
- G) The proposed restaurant with beer and wine service will encourage and be consistent with the orderly development of the City as provided for in the General Plan and Downtown Redevelopment Plan because the proposed restaurant with beer and wine service furthers the goals of the General Plan and Downtown Redevelopment Plan and is surrounded by other commercial uses.
- H) The proposed restaurant with beer and wine service will not discourage the appropriate existing or planned future use of surrounding property or tenancies, because the proposed restaurant with beer and wine service furthers the goals of the General Plan and Downtown Redevelopment Plan, as the existing and planned future uses are also commercial uses and the proposed restaurant with beer and wine service complies with all applicable development standards.
- I) There are adequate provisions for water, sanitation, and public utilities and services to ensure that the proposed restaurant with beer and wine service is not detrimental to public health and safety.

- J) There are adequate provisions for public access to serve the proposed restaurant with beer and wine service, as there is a pedestrian walkway provided at the entrances to the site and a two-level subterranean parking lot for vehicular access.
- K) The proposed location, size, design, and operating characteristics of the proposed restaurant with beer and wine service would not be detrimental to the public interest, health, safety, convenience or welfare, or to the property of persons located in the area, because the proposed use provides all required off street parking via the two-level subterranean parking lot and a surface parking lot located adjacent to the subject property.
- L) The proposed restaurant with beer and wine service will not produce any or all of the following results:
 - 1) Damage or nuisance from noise, smoke, odor, dust or vibration,
 - 2) Hazard from explosion, contamination or fire,
 - 3) Hazard occasioned by unusual volume or character of traffic or the congregating of large numbers of people or vehicles.

NOW, THEREFORE, BE IT RESOLVED that CUP08-00019 filed by Habib Naeim to allow a restaurant with beer and wine service in an existing retail space on property located in the Commercial Sector of the Downtown Redevelopment Project Area, at 1231 Cabrillo Avenue Suite 107A and B, on file in the Community Development Department of the City of Torrance, is hereby APPROVED subject to the following conditions:

1. That the use of the subject property for a restaurant with beer and wine service shall be subject to all conditions imposed in Planning Commission case CUP08-00019 and any amendments thereto or modifications thereof as may be approved from time to time pursuant to Section 92.28.1 et seq. of the Torrance Municipal Code on file in the office of the Community Development Director of the City of Torrance; and said use shall be established or constructed and shall be maintained in conformance with such maps, plans, specifications, drawings, applications or other documents presented by the applicant to the Community Development Department and upon which the Planning Commission relied in granting approval;
2. That if this Conditional Use Permit is not implemented within one year after granting of the permit, it shall expire and become null and void unless extended by the Community Development Director for an additional period, as provided for in Section 92.27.1;
3. That all official plans for this project shall show pertinent CUP conditions; (Redevelopment)

4. That the location of any electrical transformer(s), backflow preventers, trash enclosures or other equipment shall be shown on the final working drawings, that they shall not be located in the street setback area, and that they shall be screened from public view or undergrounded to the satisfaction of Redevelopment Agency staff prior to the issuance of any building permits; (Redevelopment)
5. That exterior color samples shall be submitted to Redevelopment Agency staff for approval prior to any modification's of the exterior color of the building; colors shall be consistent with the Downtown color palette; (Redevelopment)
6. That any changes to the existing landscaping shall be submitted to Redevelopment Staff for approval prior to implementation; (Redevelopment)
7. That applicant shall keep all windows clear of any signs, posters and materials that may give it an unsightly appearance; (Redevelopment)
8. That applicant shall not store any materials, inventory or trash in the parking lot area nor any other location on the property outside of the building; (Redevelopment)
9. That applicant shall demonstrate that the proposed restaurant use will be able to comply with the parking standards to the satisfaction of the Redevelopment Agency staff. Should the restaurant need any additional off-site parking the applicant will work with Redevelopment Agency staff; (Redevelopment)
10. That should the applicant use the public lot located at 1312 Cabrillo Avenue to satisfy their parking requirement the applicant shall execute a lease agreement with the Redevelopment Agency for the use of the additional parking; (Redevelopment)
11. That applicant shall inform and encourage all customers, visitors and employees of the proposed use to park in the parking lot located on-site and/or in the leased parking lot spaces; (Redevelopment)
12. That applicant shall be responsible for meeting the parking requirement for the proposed restaurant if the public lot located at 1312 Cabrillo Avenue changes use or is no longer available; (Redevelopment)
13. That outdoor seating or dining shall be subject to the approval of the Redevelopment Agency staff; (Redevelopment)
14. That live entertainment shall be prohibited on the premises unless authorized by the Redevelopment Agency staff and the Business License Division; (Redevelopment)
15. That applicant shall provide nine (9) inch (minimum) contrasting address numerals for non-residential uses; (Environmental)

16. That any outside public address speakers, telephone bells or similar signaling devices, which are audible on adjoining properties/leaseholds, shall be prohibited;
(Environmental)
17. That permission for the on-premise sale and consumption of alcohol shall be in conjunction with the operation of a bona fide eating establishment. Should the restaurant cease to serve food, review of this case shall be required;
(Environmental)
18. That the hours of operation for the restaurant shall be 11:00 a.m. to 11:30 p.m. daily. The restaurant operator shall obtain approval from the Redevelopment Agency staff for any proposed modifications to the hours of operation.
(Added by Planning Commission)

Introduced, approved and adopted this 20th day of August, 2008.


Chairman, Torrance Planning Commission

ATTEST:


Secretary, Torrance Planning Commission

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF TORRANCE)

I, Gregg Lodan, Secretary to the Planning Commission of the City of Torrance, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the Planning Commission of the City of Torrance at a regular meeting of said Commission held on the 20th day of August, 2008, by the following roll call vote:

AYES:	COMMISSIONERS:	Busch, Gibson, Horwich, Skoll, Uchima Weideman, Chairperson Browning
NOES:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	None
ABSTAIN:	COMMISSIONERS:	None



Secretary, Torrance Planning Commission

Agency Meeting
March 24, 2009
Agency Agenda Item 4A

Honorable Chair and Members
of the Torrance Redevelopment Agency
City Hall
Torrance, California

Members of the Agency:

**SUBJECT: Community Development - License Agreement between
Redevelopment Agency and Plaza Del Prado Inc. for use of Agency
owned property for parking.**

Expenditure: None

RECOMMENDATION

Recommendation of the Deputy Executive Director that the Redevelopment Agency enter into a License Agreement with Plaza Del Prado Inc. for the use of ten parking spaces located on Agency owned property at 1312 Cabrillo Avenue in conjunction with the operation of a restaurant located at 1231 Cabrillo Avenue, #107.

BACKGROUND AND ANALYSIS

On August 20, 2008, the Planning Commission approved a Conditional Use Permit (CUP08-00019) to allow the operation of a restaurant with the service of beer and wine in an existing commercial space within the Plaza Del Prado complex located in the Downtown Redevelopment Project Area, Commercial Sector at 1231 Cabrillo Avenue, #107.

The approval of the Conditional Use Permit was contingent upon the applicant, Harry Naeim representing Plaza Del Prado Inc., securing the use of ten additional off-site parking spaces to satisfy the remaining parking requirement for the restaurant. Redevelopment Agency staff worked with the applicant to formulate a lease agreement to utilize the Agency owned parking lot located at 1312 Cabrillo Avenue to satisfy the parking requirement. This off-site lot may be used by customers and employees of the restaurant and Plaza Del Prado. Under the lease agreement, the Redevelopment Agency will lease Plaza Del Prado Inc. ten parking spaces for a sum of \$500 a month or \$50 a month per parking space.

The public parking lot at 1312 Cabrillo Avenue currently is striped with nine parking spaces. The applicant will be responsible for re-striping and slurry sealing the parking lot with ten parking spaces to comply with City standards.

Respectfully submitted,

JEFFERY W. GIBSON
Deputy Executive Director

CONCUR:

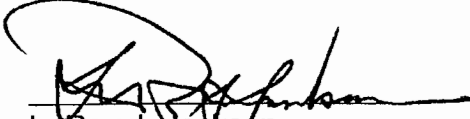


Jeffery W. Gibson
Deputy Executive Director

By 

Ted Semaan, Manager
Redevelopment & General Plan Divisions

~~CONCUR:~~



LeRoy J. Jackson
Executive Director

Attachments:

- A. License Agreement

LICENSE AGREEMENT

This License Agreement (“License”) is made and entered into as of July 1, 2009, by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California (“AGENCY”) and Plaza Del Prado, Inc., a California corporation (“LICENSEE”).

RECITALS:

- A. AGENCY is the owner of fee title to property located at 1312 Cabrillo Avenue, Torrance, California, which includes a parking lot.
- B. LICENSEE operates a business located at 1231 Cabrillo Avenue #107, Torrance, California.
- C. LICENSEE desires to use ten parking spaces owned by the AGENCY for employee and customer parking.

AGREEMENT:

1. PREMISES
AGENCY grants LICENSEE a license to occupy and use for parking, subject to all terms and conditions stated, ten parking spaces in the AGENCY-owned parking lot located at 1312 Cabrillo Avenue (the “Premises”). Premises are defined as ten parking spaces only and does not include the adjacent walls and structures.
2. USE
The Premises may be occupied and used by LICENSEE only for the purpose of employee and customer parking.
3. TERM
The term of this License will be for ten years commencing on the Effective Date written above.
4. TERMINATION BY CITY FOR CONVENIENCE
CITY may, upon sixty days notice, terminate this LICENSE for CITY’s convenience and without cause.
5. COMPENSATION
 - A. LICENSEE agrees to pay AGENCY in advance, on the first day of each month the sum of \$500 (“Minimum Monthly Fee”). If this License does not commence on the first day of a calendar month or end on the last day of a calendar month, LICENSEE will pay prorated rent for the first and last month, as the case may be, in the amount of 1/30th of the Minimum Monthly Fee times the number of days for which the fee is being prorated.

B. All rent payable to the AGENCY will be paid, without abatement, deduction or offset, to the Finance Department of the City of Torrance located at 3031 Torrance Blvd., Torrance, California, 90503.

6. COMPLIANCE WITH LAW

LICENSEE agrees to comply with the Redevelopment Plan for the Downtown Redevelopment Project Area and all ordinances, rules, laws or regulations of the City of Torrance and of any other governmental agency that are applicable to the Premises.

7. SECURITY AND MAINTENANCE

Security and maintenance of the Premises will be the responsibility of the LICENSEE. LICENSEE agrees to maintain the Premises in a neat and sanitary condition.

8. ALTERATIONS

LICENSEE must submit a restriping plan to the Community Development Department for approval. The parking lot will be slurry sealed and restriped to the satisfaction of the Redevelopment Agency.

9. SURRENDER

At the expiration of the term of this License, LICENSEE must surrender the Premises to the AGENCY in the same condition as received, reasonable wear and tear excepted.

10. INDEMNIFICATION

LICENSEE will indemnify, defend, and hold harmless AGENCY, the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of LICENSEE, its officers, employees, agents, subcontractors or vendors. It is further agreed, LICENSEE's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of AGENCY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of AGENCY, its officers, employees or agents. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between LICENSEE and AGENCY, as to whether liability arises from the sole negligence of the AGENCY or its officers,

employees, agents, subcontractors or vendors, LICENSEE will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely negligent. LICENSEE will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

11. INSURANCE

LICENSEE shall furnish the AGENCY a certificate of liability insurance for the premises in the amount of \$1,000,000 combined single limit and naming the AGENCY, the City Council, each member thereof and each officer and employee of the AGENCY as an additional insured on the policy. The certificate of insurance will be filed with this LICENSE in the office of the City Clerk.

12. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

LICENSEE

Habib "Harry" Naeim
Plaza Del Prado, Inc.
1261 Cabrillo Ave. #210B
Torrance, CA 90501

AGENCY:

Clerk of the Redevelopment Agency
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

13. DEFAULT

The occurrence of any one or more of the following events will constitute a default and breach of this License by LICENSEE:

- A. The failure to pay the Minimum Monthly Fee within three days of its due date; or
- B. The failure to perform any of LICENSEE's obligations under this License, other than the obligation to pay the Minimum Monthly Fee, more than five days after written notice from the AGENCY.

14. PROHIBITION AGAINST ASSIGNMENT AND SUBLETTING

LICENSEE may not at any time during the term of this License assign, sublease or transfer this License.

15. INTEGRATION; AMENDMENT

This License represents the entire understanding of AGENCY and LICENSEE as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this License. The License may not be modified or altered except in writing signed by both parties.

16. INTERPRETATION
The terms of this License should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this License or any other rule of construction that might otherwise apply.
17. SEVERABILITY
If any part of this License is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the License will remain in full force and effect.
18. GOVERNING LAW; JURISDICTION
This License will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the License will be in Los Angeles County, California.
19. WAIVER OF BREACH
No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this License.
20. ATTORNEY'S FEES
Except as provided for in Paragraph 9, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this License (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this License, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.
21. EXHIBITS
All exhibits identified in this License are incorporated into the License by this reference.
22. LICENSEE'S AUTHORITY TO EXECUTE
The person(s) executing this License on behalf of the LICENSEE warrant that (i) the LICENSEE is duly organized and existing; (ii) they are duly authorized to execute this License on behalf of the LICENSEE; (iii) by so executing this

License, the LICENSEE is formally bound to the provisions of this License; and (iv) the entering into this License does not violate any provision of any other License to which the LICENSEE is bound.

REDEVELOPMENT AGENCY OF
THE CITY OF TORRANCE,
A body, public and politic of the
State of California

Plaza Del Prado Inc.,
a California Corporation,

Frank Scotto
Chairman

Habib "Harry" Naeim, Vice President

ATTEST:

Sue Herbers, Clerk of the
Redevelopment Agency of the
City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III
Agency Counsel

By:_____

LICENSE AGREEMENT

This License Agreement ("License") is made and entered into as of July 1, 2009, by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("AGENCY") and Plaza Del Prado, Inc., a California corporation ("LICENSEE").

RECITALS:

- A. AGENCY is the owner of fee title to property located at 1312 Cabrillo Avenue, Torrance, California, which includes a parking lot.
- B. LICENSEE operates a business located at 1231 Cabrillo Avenue #107, Torrance, California.
- C. LICENSEE desires to use ten parking spaces owned by the AGENCY for employee and customer parking.

AGREEMENT:

1. PREMISES
AGENCY grants LICENSEE a license to occupy and use for parking, subject to all terms and conditions stated, ten parking spaces in the AGENCY-owned parking lot located at 1312 Cabrillo Avenue (the "Premises"). Premises are defined as ten parking spaces only and does not include the adjacent walls and structures.
2. USE
The Premises may be occupied and used by LICENSEE only for the purpose of employee and customer parking.
3. TERM
The term of this License will be for ten years commencing on the Effective Date written above.
4. TERMINATION BY CITY FOR CONVENIENCE
CITY may, upon sixty days notice, terminate this LICENSE for CITY's convenience and without cause.
5. COMPENSATION
 - A. LICENSEE agrees to pay AGENCY in advance, on the first day of each month the sum of \$500 ("Minimum Monthly Fee"). If this License does not commence on the first day of a calendar month or end on the last day of a calendar month, LICENSEE will pay prorated rent for the first and last month, as the case may be, in the amount of 1/30th of the Minimum Monthly Fee times the number of days for which the fee is being prorated.

R 2009-001

ORIGINAL COPY

B. All rent payable to the AGENCY will be paid, without abatement, deduction or offset, to the Finance Department of the City of Torrance located at 3031 Torrance Blvd., Torrance, California, 90503.

6. COMPLIANCE WITH LAW

LICENSEE agrees to comply with the Redevelopment Plan for the Downtown Redevelopment Project Area and all ordinances, rules, laws or regulations of the City of Torrance and of any other governmental agency that are applicable to the Premises.

7. SECURITY AND MAINTENANCE

Security and maintenance of the Premises will be the responsibility of the LICENSEE. LICENSEE agrees to maintain the Premises in a neat and sanitary condition.

8. ALTERATIONS

LICENSEE must submit a restriping plan to the Community Development Department for approval. The parking lot will be slurry sealed and restriped to the satisfaction of the Redevelopment Agency.

9. SURRENDER

At the expiration of the term of this License, LICENSEE must surrender the Premises to the AGENCY in the same condition as received, reasonable wear and tear excepted.

10. INDEMNIFICATION

LICENSEE will indemnify, defend, and hold harmless AGENCY, the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of LICENSEE, its officers, employees, agents, subcontractors or vendors. It is further agreed, LICENSEE's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of AGENCY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of AGENCY, its officers, employees or agents. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between LICENSEE and AGENCY, as to whether liability arises from the sole negligence of the AGENCY or its officers,

employees, agents, subcontractors or vendors, LICENSEE will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely negligent. LICENSEE will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

11. INSURANCE

LICENSEE shall furnish the AGENCY a certificate of liability insurance for the premises in the amount of \$1,000,000 combined single limit and naming the AGENCY, the City Council, each member thereof and each officer and employee of the AGENCY as an additional insured on the policy. The certificate of insurance will be filed with this LICENSE in the office of the City Clerk.

12. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

LICENSEE

Habib "Harry" Naeim
Plaza Del Prado, Inc.
1261 Cabrillo Ave. #210B
Torrance, CA 90501

AGENCY:

Clerk of the Redevelopment Agency
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

13. DEFAULT

The occurrence of any one or more of the following events will constitute a default and breach of this License by LICENSEE:

- A. The failure to pay the Minimum Monthly Fee within three days of its due date; or
- B. The failure to perform any of LICENSEE's obligations under this License, other than the obligation to pay the Minimum Monthly Fee, more than five days after written notice from the AGENCY.

14. PROHIBITION AGAINST ASSIGNMENT AND SUBLETTING

LICENSEE may not at any time during the term of this License assign, sublease or transfer this License.


15. INTEGRATION; AMENDMENT

This License represents the entire understanding of AGENCY and LICENSEE as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this License. The License may not be modified or altered except in writing signed by both parties.

16. INTERPRETATION
The terms of this License should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this License or any other rule of construction that might otherwise apply.
17. SEVERABILITY
If any part of this License is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the License will remain in full force and effect.
18. GOVERNING LAW; JURISDICTION
This License will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the License will be in Los Angeles County, California.
19. WAIVER OF BREACH
No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this License.
20. ATTORNEY'S FEES
Except as provided for in Paragraph 9, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this License (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this License, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.
21. EXHIBITS
All exhibits identified in this License are incorporated into the License by this reference.
22. LICENSEE'S AUTHORITY TO EXECUTE
The person(s) executing this License on behalf of the LICENSEE warrant that (i) the LICENSEE is duly organized and existing; (ii) they are duly authorized to execute this License on behalf of the LICENSEE; (iii) by so executing this

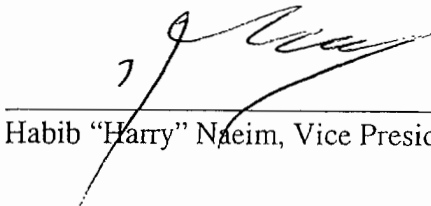
License, the LICENSEE is formally bound to the provisions of this License; and (iv) the entering into this License does not violate any provision of any other License to which the LICENSEE is bound.

REDEVELOPMENT AGENCY OF
THE CITY OF TORRANCE,
A body, public and politic of the
State of California



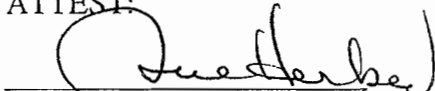
Frank Scotto
Chairman

Plaza Del Prado Inc.,
a California Corporation,



Habib "Harry" Naeim, Vice President

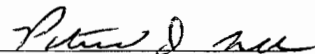
ATTEST:



Sue Herbers, Clerk of the
Redevelopment Agency of the
City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III
Agency Counsel

By: 

First Amendment to License Agreement

This First Amendment to License Agreement ("Amendment") is made and entered into as of May 1, 2011, by and between the CITY OF TORRANCE, a Municipal Corporation ("CITY") and Plaza Del Prado, Inc., a California Corporation ("LICENSEE").

RECITALS:

- A. CITY's predecessor in interest, the Redevelopment Agency of the City of Torrance ("AGENCY"), and LICENSEE entered into a License Agreement on July 1, 2009, which granted LICENSEE the use of ten AGENCY-owned spaces located at 1312 Cabrillo in conjunction with a restaurant located on LICENSEE's property located at 1231 Cabrillo Avenue #107, Torrance, California
- B. On March 8, 2011, the AGENCY transferred its interest in the License Agreement and its interest in the property located at 1312 Cabrillo to CITY.
- C. LICENSEE desires for the parking spaces to continue to be utilized by its tenant.
- D. LICENSEE's tenant, Niwattori Restaurant has requested modifications to the terms of the License with respect to ongoing fees and previous delinquent payments.

AGREEMENT:

- 1) SECTION 5 entitled COMPENSATION of the License is amended to read in its entirety as follows:
 - "5. COMPENSATION
 - A. LICENSEE agrees to pay CITY in advance, on the first day of each month the sum of \$250.00 per month ("Minimum Monthly Fee") commencing May 1, 2011
 - B. LICENSEE further agrees and acknowledges that it owes CITY \$8,250.00 in past fees as calculated through April 30, 2011 and agrees to pay CITY in addition to the fees as outlined in SECTION 5.A. above, the sum of \$250.00 per month ("Additional Monthly Fee") until such time that the past fees amount is equal to zero."
2. The persons executing this Agreement on behalf of the LICENSEE warrant that (i) the LICENSEE is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the LICENSEE; (iii) by so executing this Agreement, the LICENSEE is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement

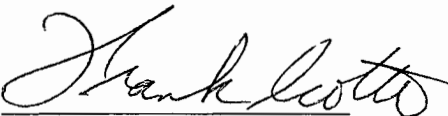
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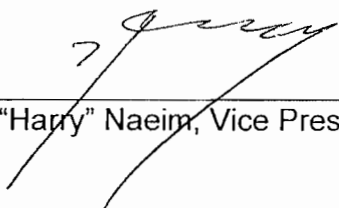
does not violate any provision of any other Agreement to which the LICENSEE is bound.

3. In all other respects, the Agreement entered into as of July 1, 2009, between the CITY and LICENSEE is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
A Municipal Corporation

Plaza Del Prado Inc.,
A California Corporation,

By: 
Frank Scotto, Mayor


Habib "Harry" Naeim, Vice President

ATTEST:


Sue Herbers, City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

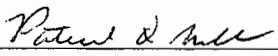
By: 
Patrick Q. Sullivan
Assistant City Attorney

Exhibit 3

Supporting Documents for
1339 Post Avenue



T:\MANGIS\001\Inventory of Redevelopment Properties.mxd

Lines and photos are approximate, not to be used for establishing absolute or relative positions



7355-026-903



RECORDING REQUESTED

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

NAME The Redevelopment Agency of the City of Torrance
STREET ADDRESS 3031 Torrance Blvd., Torrance, Ca. 90503
CITY STATE ZIP Attention: Stanley Remeleyer City Attorney

RECORDED IN OFFICIAL RECORDS OF LOS ANGELES COUNTY, CA
OCT 3 1984 AT 8 A.M.
Recorder's Office
SPACE ABOVE THIS LINE FOR RECORDER'S USE

FREE 1 J

818 7572 - R. Mulledy

GRANT DEED

ALL X
PIN
22
7355-026

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX is \$ 123.20
 computed on full value of property conveyed, or
 computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, 75
Arlene P. Hamilton, an unmarried woman

hereby GRANT(S) to
THE REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE
the following described real property in the City of Torrance
County of Los Angeles State of California:

The Northeasterly 30 feet of Lots 11 and 12, in Block 9 of the Torrance Tract, as per map recorded in Book 22 Pages 94 and 95 of Maps, in the office of the County Recorder of said County.

Dated September 25, 1984

Arlene P. Hamilton
Arlene P. Hamilton

STATE OF CALIFORNIA
COUNTY OF Los Angeles } S S
On October 1, 1984 before me, the undersigned, a Notary Public in and for said State, personally appeared Arlene P. Hamilton

_____, personally know to me (or proved to me on the basis of satisfactory evidence) to be the person _____ whose name is subscribed to the within instrument and acknowledged that she executed the same.
WITNESS my hand and official seal.

OFFICIAL SEAL
SUSAN R. MULLEDY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY.
My Commission Expires AUG. 9, 1987

Signature *Susan R. Mulledy*

(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. _____

DONNA BABB
CITY CLERK



CITY OF TORRANCE

3031 TORRANCE BOULEVARD, TORRANCE, CALIFORNIA
TELEPHONE (213) 328-5310 90503-2970

FILE NO: D-4853
DATE: October 25th 1984

Tax Division, Auditor-Controller
500 West Temple Street, Room 153
Los Angeles, California 90016

Attention: Tax Cancellation Section

Gentlemen:

The City of Torrance has acquired title to and requests cancellation of taxes on the property hereinafter described. This request and application for cancellation of taxes is made pursuant to Sections 4986 and amendments thereto of the Revenue and Taxation Code of California.

Please advise this office on the duplicate copy of this letter when cancellation has been completed.

Sincerely,

Donna M. Babb
Donna M. Babb, Deputy City Clerk

LEGAL DESCRIPTION: See Attached

PURPOSE: Torrance Tract

HOW ACQUIRED: GRANT DEED

WHEN ACQUIRED: September 25, 1984

RECORDED: October 3, 1984

DOCUMENT NO: 84-1188204

DATE: September 25, 1984

GRANTOR: Arlene P. Hamilton

ADDRESS:

CITY:

TYPE OF TAXES: All current and delinquent

IMPROVEMENTS: None

Approval and consent to cancellation of taxes on property hereinabove described, as requested by the City of Torrance.

Stanley E. Remelmeier
STANLEY E. REMELMEYER, City Attorney

JUN 10 '85

The above request approved and cancellation completed. *auth # 57183*
Authorization No. _____

Date Dec. 19, 1984

By *Helma Crossfield*

REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE

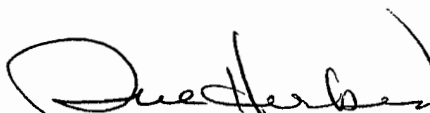
July 11, 1995

(Next Resolution No. 95-8)

At 7:00 p.m., or as soon thereafter as Council business can be disposed of, the City Council will take a recess without leaving their seats and meet as the Redevelopment Agency of the City of Torrance

1. Roll Call
2. Motion to Accept and File Report on Posting of Agenda
3. Approval of Minutes - June 27, 1995
4. Communications and Other Business
 - a. Rental of building at 1339 Post Avenue
5. Hearings - None
6. Report of the Director and Other Officers
7. Report of Committees
8. Addendum Matters
9. Oral Communications
10. Request for Executive Session
11. Adjournment


 DAVID S. FERREN
 Deputy Executive Director


 SUE HERBERS
 Clerk of the Agency

ROLL CALL: Cribbs, Lee, Messerlian, Nakano, O'Donnell,
 Walker and Hardison

CITY HALL'S HOURS OF OPERATION ARE:

Monday through Thursday - 7:30 a.m. to 5:30 p.m.

Friday - will alternate with hours 7:30 a.m. to 5:30 p.m. one week, and closed the following week.

CITY HALL WILL BE CLOSED ON FRIDAY, JULY 21st

Redevelopment Agency
 July 11, 1995

July 5, 1995

COUNCIL MEETING
July 11, 1995

Honorable Chairman and Members
of the Torrance Redevelopment Agency
City Hall
Torrance, California

Members of the Agency:

SUBJECT: Rental of Building at 1339 Post Avenue

ABSTRACT

The Land Management Team recommends the Redevelopment Agency approve the lease of the building located at 1339 Post Avenue to Older American Resources, Inc. (OAR), for a one-year term.

BACKGROUND

The Redevelopment Agency acquired the building at 1339 Post Avenue some years ago as part of the Redevelopment Project. It is adjacent to the Bartlett Senior Center. Neither the City nor the Agency use the building, and it is appropriate to lease it to an organization that will use it for matters related to senior citizens.

ANALYSIS

The building at 1339 Post Avenue is a small office of about 1500 square feet. The Older American Resources organization proposes to lease the building for use as an office. They will set aside, free of charge to the City, about one-third of the building for use by personnel of the City who work on the Focal Point Program.

Since OAR is a fledgling organization and dependent upon donations for income, they have asked that the rent be waived for the first six months to enable them to develop an income stream. OAR has a bank account with sufficient funds to pay the necessary deposits and utility charges for this period, however.

The terms of the lease provide for rent of \$500 per month (after the initial waiver period), and the utilities are billed by the City. The utilities are provided through the Bartlett Center, and

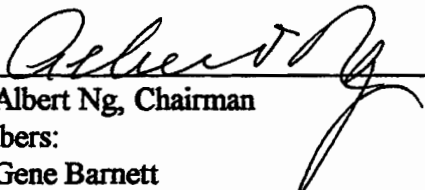
the lease calls for OAR to pay a share of the utilities based upon the comparative ratio of square footage of the building at 1339 Post Avenue to the Bartlett Center, with the building being one-tenth the size of Bartlett Center. In addition, the City will deduct one-third of that amount because OAR will provide, free of charge, about one-third of their space in the 1339 Post Avenue building to the Focal Point volunteers of the City. The lease provides for the usual terms requiring liability insurance, prior approval of any signs, month-to-month tenancy if OAR holds over after the expiration of the lease. OAR is required to maintain the building, and they shall not assign the lease without Agency permission.

RECOMMENDATION


The Land Management Team recommends the Redevelopment Agency approve a one-year lease of the building at 1339 Post Avenue to Older American Resource, Inc., and authorize the Agency Chairman and the Agency Clerk to execute and attest the said lease on behalf of the Agency.

Respectfully submitted,

LAND MANAGEMENT TEAM

By 
 Albert Ng, Chairman
 Members:
 Gene Barnett
 Dave Ferren
 Mary Giordano

CONCUR:


 LeRoy J. Jackson
 Agency Executive Director

mew(P:\MSW\OARLSE.itm)

Attachment: OAR Lease (limited distribution)

L E A S E

THIS LEASE is made and entered into in quadruplicate this ____ day of _____, 1995, by and between the REDEVELOPMENT AGENCY of the CITY OF TORRANCE, a body politic, hereinafter referred to as "Agency," and OLDER AMERICAN RESOURCES, INC., a California nonprofit corporation, referred to hereinafter as "OAR."

RECITALS:

WHEREAS, The agency is the owner of certain real property at 1339 Post Avenue, located in the City of Torrance; and

WHEREAS, it is in the public interest that this property be leased to OAR to serve its charitable purposes; and

WHEREAS, said property, including the land and building, will not be required for any public purposes during the life of this Lease.

AGREEMENT:

1. PREMISES

For and in consideration of the rents, covenants and conditions herein contained, the Agency does hereby lease to OAR the real property described in Exhibit "A" attached hereto.

2. TERM

The term of this Lease shall be for a period of one year from the date of execution of this Lease. If OAR shall hold over after the expiration of the term of this Lease, such tenancy shall be on a month-to-month basis and otherwise in accordance with all the terms, covenants and conditions of this Lease.

3. RENT

OAR agrees to pay to the Agency as rent for said leased premises the sum of Five Hundred Dollars (\$500) per month, commencing on the first day of the seventh (7th) month following the execution of this Lease and on the first day of each month thereafter during the term of this Lease.

4. USE

Said leased premises shall be used for the purpose of providing offices for OAR and for any other purpose or purposes necessary or proper to carry out the charitable purposes of OAR as set forth in its Articles of Incorporation and Bylaws.

5. COVENANT TO USE

OAR agrees to manage, operate, and maintain said leased premises as a facility during the entire term of this Lease in accordance with the uses provided in Paragraph 4 herein for the benefit of the people of the state of California and, in particular, the people of Torrance.

6. COMPLIANCE WITH LAW

OAR agrees to comply with all ordinances, rules, laws or regulations of the City of Torrance and of any other governmental agency that are applicable to said leased premises or the operations of OAR and the Redevelopment Plan.

7. NONDISCRIMINATION

OAR agrees by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, religion, marital status, handicaps, age national origin or ancestry, in the leasing, subleasing, transferring, use or enjoyment of the land herein leased; nor shall OAR itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land herein leased.

8. ALTERATIONS

OAR shall not make or permit any alterations or additions to the structural portions of any building on said leased premises or construct or erect any improvements on said leased premises without first obtaining the written consent of the Agency.

9. SURRENDER

At the expiration of the term of this Lease, OAR shall surrender said leased premises to the Agency in the same condition as received, reasonable wear and tear excepted, including, but not by way of limitation, any alterations, additions or improvements. Any alterations, additions or improvements shall become at once a part of said leased premises and shall remain for the benefit of the Agency. No portions of any buildings or structures thereon shall be removed from said leased premises or voluntarily destroyed or damaged without the prior written consent of the Agency.

10. MAINTENANCE

OAR, at the sole cost and expense of OAR, shall maintain said leased premises, including, but not limited to, the outside landscaping, and shall keep the same in good and sanitary condition and repair; provided, however, that the exterior of the premises, including landscaping, shall be in good repair and clean on the effective date of this Lease.

11. UTILITIES

A. OAR agrees to pay before delinquency every charge, lien or expense accruing or payable during the term of this Lease in connection with the use of said leased premises, including, but not limited to, water, electricity, gas, telephone, refuse, and other utilities and services.

B. Agency shall determine which utility or utilities are passed by or through the Bartlett Center and shall determine a monthly average for said charge or charges. City shall then determine the ratio of square feet within Bartlett Center and the subject property and shall apportion the utility or utilities charges accordingly. City shall then charge OAR 66.6 percent of the said apportioned utility rate for so long as OAR shall allow City of Torrance senior citizen organizations to share the subject property. Said utility charge or charges shall be adjusted annually (in the event OAR holds over) in proportion to the annual change in the Consumer's Price Index, All Urban Consumers Los Angeles, Anaheim, Riverside, prepared by the United States Department of Labor, using prices prevailing during the years 1982-84 as a base of 100.

12. TAXES AND ENCUMBRANCES

OAR agrees to pay before delinquency all taxes that shall be levied against its interest in said leased premises or that become a lien against said leased premises or its interest therein during the term of this Lease.

13. LIABILITY

OAR agrees that its taking possession of the said leased premises shall be an acceptance of the safety and condition thereof. OAR further agrees to hold the City, the City Council, and each member thereof, and every officer, employee and member of each Board or Commission and the Redevelopment Agency of the City of Torrance, and each member thereof, free and harmless from any and all liability and claim for damages by reason of any injury to any person or persons, including, but not limited to, OAR, or property of any kind whatsoever and to whomsoever belonging, including, but not limited to OAR, from any cause or causes whatsoever while in, upon, or in any way connected with the said leased premises during the term of this Lease, or any renewal or extension thereof, or any occupancy thereunder.

14. INSURANCE

A. OAR agrees that at all times during the term of this Lease and any renewal or extension thereof, it will maintain in force an insurance policy or policies that will insure and indemnify OAR and the City of Torrance, the City Council and each member thereof, every officer, employee and member of any Board or Commission, and the Redevelopment Agency of the City of Torrance and each member thereof, against liability or financial loss resulting from:

Any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the City or Agency, in the amount of not less than \$1 million combined single limit for any injury to persons and/or damage to property in the form of insurance known as comprehensive general liability.

B. City and Agency as Additional Insured and Cancellation

The City of Torrance, the City Council and each member thereof, every officer and employee of the City of Torrance and each member of a Board or Commission of the City and the Redevelopment Agency of the City of Torrance and each member thereof, acting in the due course of his or her employment or in his or her official capacity, shall be named as an additional insured on said policy. Said policy shall be issued by an insurer rated in Best's Insurance Guide with a financial rating of Class V or equivalent. Said policy shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without the Agency having been given ten (10) days' prior written notice thereof by such carrier. OAR agrees that it will not cancel or reduce said insurance coverage.

C. Certificate

At all times during the term of this Lease and prior to taking possession of said leased premises, OAR shall maintain on file with the Clerk of the City of Torrance a certificate of the insurance carrier showing that the aforesaid insurance policy is in effect in the amount above provided and a copy of the insurance policy. Notwithstanding any other provisions to the contrary contained in this Lease, OAR shall not have the right to take or remain in possession of said leased premises until such certificate is filed with the City Clerk.

D. Failure to Provide

OAR agrees that if it does not keep the aforesaid insurance in full force and effect, the Agency may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be payable within ten (10) days after notice of said payment has been given by the Agency to OAR.

15. DESTRUCTION OR DAMAGE

If for any reason the building on said leased premises is destroyed or damaged beyond repair, then this Lease shall terminate and OAR shall surrender the premises to the Agency. If, however, the damage to said building is repairable, as determined by agency, then the Lease shall remain in full force and effect, subject, however, to the right of the Agency to terminate the Lease in accordance with the provisions of Paragraph 2 and the duty of OAR as provided in Paragraph 9. If the damage is deemed repairable, Agency will commence repair with due diligence, and if during such period of repair and restoration OAR is prevented from using the full facilities as defined in this Lease, the rent shall be apportioned accordingly.

16. ASSIGNMENT AND SUBLETTING

A. OAR shall not assign or sublet this Lease or any interest therein or any part thereof without first obtaining the written consent of the Agency, and the giving of such consent shall not be a waiver of any rights to object to further or future assignments or subleases, but the consent to each successive assignment or sublease must be first obtained in writing from the Agency.

B. The appointment of a receiver to take possession of all or substantially all of the assets of OAR or a general assignment by OAR for the benefit of creditors or any action taken or suffered by OAR under any insolvency or bankruptcy act shall constitute a breach of this Lease by OAR.

C. OAR agrees that it will provide space within the subject premises for the City of Torrance Focal Point Program, and such program shall not be considered to be a sublease.

17. NOTICE

Whenever it shall be necessary for either party to serve notice on the other respecting this Lease, such notice shall be served by certified mail addressed to the City Clerk of the City of Torrance at 3031 Torrance Boulevard, Torrance, California 90503; or to OLDER AMERICAN RESOURCES, 1339 Post Avenue, Torrance, CA 90501, unless and until different addresses may be furnished in writing by either party to the other. Such notice shall be deemed to have been served within 72 hours after the same has been deposited in a United States Post Office by certified mail, or immediately if personally served. This shall be a valid and sufficient service of notice for all purposes.

18. DEFAULT

In the event that OAR does not remedy any breach or default in the performance of any of the terms, covenants, or conditions of this Lease within thirty (30) days after written notice of such breach or default has been given by the Agency to OAR, the Agency shall have the right to reenter and repossess said leased premises without waiving any other rights or remedies provided by law.

19. SIGNS

OAR agrees that no signs or advertising material, other than any existing signs, may be erected or maintained upon said leased premises without the prior written consent of the Executive Director of the Agency or his designee (who shall be named).

20. SUCCESSORS

Each and every term, covenant, and condition of this Lease shall inure to the benefit of and shall bind, as the case may be, not only the parties hereto, but each and every one of the heirs, executors, administrators, successors, assigns and legal representatives of the parties hereto; provided, however, that any subletting or assignment by OAR of the whole or any part of the leased premises or any interest therein shall be subject to the provisions of paragraph 15 of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first written above.

REDEVELOPMENT AGENCY OF THE
CITY OF TORRANCE

By _____
Chairman

OLDER AMERICAN RESOURCES, INC.

By _____

ATTEST:

Sue Herbers, Agency Clerk

APPROVED AS TO FORM:

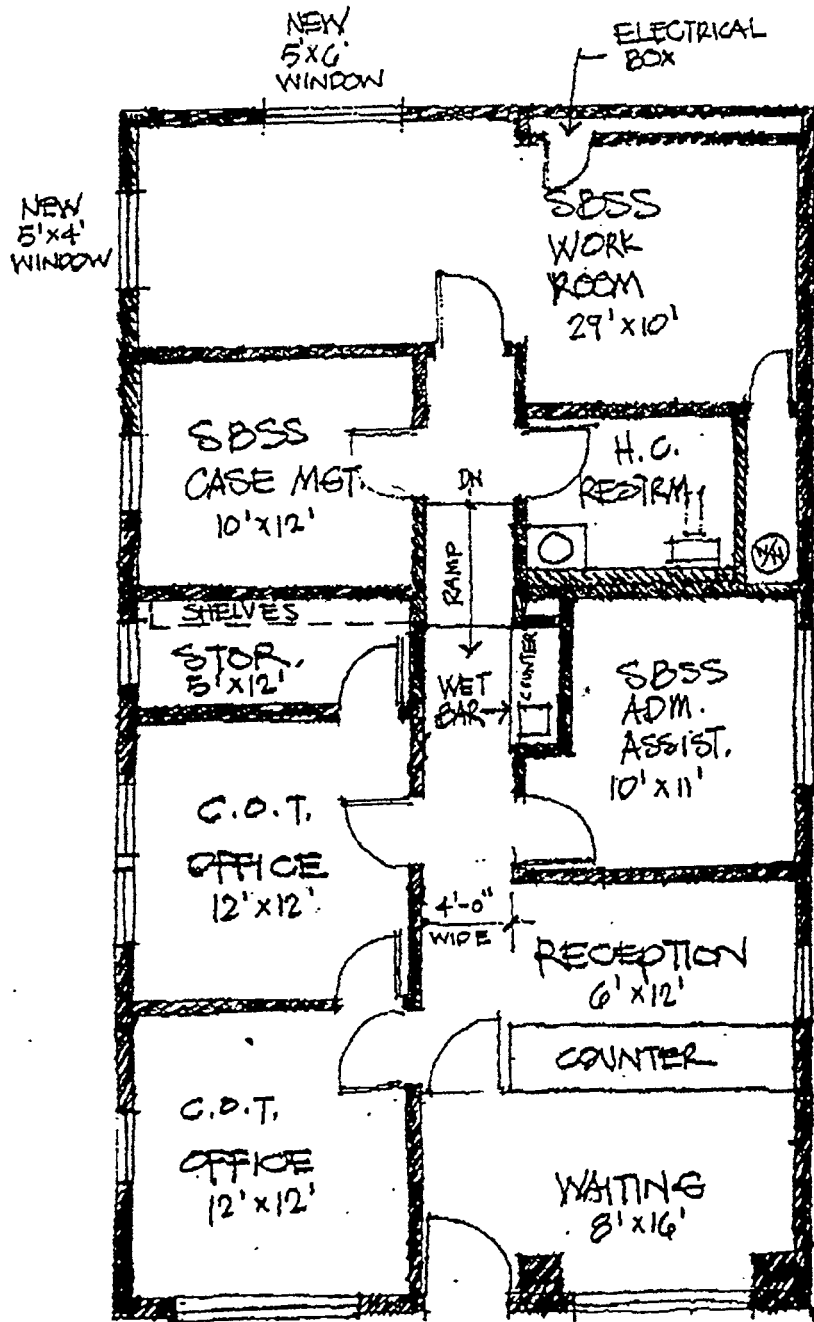
JOHN L. FELLOWS III
Agency Counsel

By _____
William G. Quale
Assistant Agency Counsel

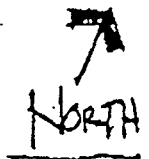
mew(OAR.lse)

TO: LAEL WALZ - FAX- 618.5879

FROM: LOK NO/BOA



ALLEY



SCHEME A
SCALE: 1/8" = 1'-0"

POST AVE

BART. LETT
ANNEX
20 12 51

REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE**February 20, 1996****(Next Resolution No. RA96-01)**

At 7:00 p.m., or as soon thereafter as Council business can be disposed of, the City Council will take a recess without leaving their seats and meet as the Redevelopment Agency of the City of Torrance.

1. Roll Call
2. Motion to Accept & File Report on Posting of Agenda
3. Approval of Minutes - February 13, 1996
4. Communication and Other Business
 - A. Recommendation of the Land Management Team that the lease of 1339 Post Avenue to Older American Resources Inc., be assigned to Retired and Senior Volunteer Program of the South Bay.
5. Hearings - None
6. Report of the Director and other Officers
7. Report of Committee
8. Addendum Matters
9. Oral Communications
10. Request for Executive Session - None

Redevelopment Agency Meeting
July 12, 1988

Honorable Chairwoman and Members
of the Redevelopment Agency
Torrance, California

Members of the Agency:

SUBJECT: GRANT OF EASEMENT TO SOUTHERN CALIFORNIA EDISON
COMPANY ON REDEVELOPMENT AGENCY PROPERTY IN
LOTS 11 AND 12, BLOCK 9, TORRANCE TRACT

ABSTRACT

An easement to provide electrical service to the Bartlett Senior Center building is requested by the Southern California Edison Company.

It is recommended that the attached resolution granting the subject easement be adopted.

BACKGROUND AND ANALYSIS


An underground transformer and conduits to provide electrical service are proposed to be located on Agency property adjacent to the Bartlett Senior Center building site. Southern California Edison Company requires that easements be granted by the Agency for electrical facilities on Agency property. The easement description has been reviewed and found to be acceptable.

RECOMMENDATION

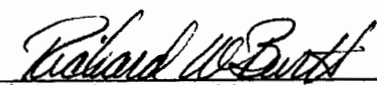
The Engineering Department recommends that the attached resolution authorizing the Chairwoman and the Executive Director to execute and the Clerk of the Agency to attest the easement document be approved and adopted.

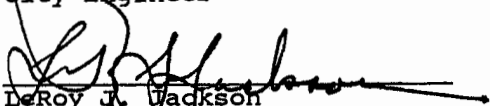
Respectfully submitted,

RICHARD W. BURTT
City Engineer

By 
JOHN CLARK, JR.
C. E. Associate

CONCUR:


Richard W. Burt
City Engineer


DeRoy J. Jackson
Executive Director of the Agency

Attachments: Resolution
Grant of Easement
Sketch

3 A

RESOLUTION NO. RA88-

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, CALIFORNIA, AUTHORIZING THE EXECUTION OF AN EASEMENT DEED TO SOUTHERN CALIFORNIA EDISON COMPANY FOR UNDERGROUND ELECTRICAL SYSTEMS AND APPURTENANCES

WHEREAS, the Bartlett Senior Center building requires the installation of underground electrical facilities on Agency-owned property adjacent to the building; and

WHEREAS, it is necessary that an easement be granted to the Southern California Edison Company to construct, operate, and maintain underground electrical supply systems and appurtenant facilities on Agency property in Lots 11 and 12, Block 9, Torrance Tract.

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE that the Chairwoman and Executive Director are hereby authorized and directed to execute and Clerk of the Agency to attest the grant of Easement to Southern California Edison Company, a copy of which is attached hereto and made a part hereof.

INTRODUCED, APPROVED, AND ADOPTED this _____ day of _____, 1988.

Chairwoman of the Agency

Executive Director of the Agency

ATTEST:

Clerk of the Agency

APPROVED AS TO FORM:
Stanley E. Remelmeyer, Agency Counsel

By: _____

SC Southern California Edison Company
REAL PROPERTIES AND ADMINISTRATION
P. O. BOX 2217
FULLERTON, CALIFORNIA 92633

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RW202 REV 5/84 5684d
GRANT OF EASEMENT
CITY OF TORRANCE (Corporation)

DISTRICT SOUTH BAY	WORK ORDER 6644-2083	IDENTITY 8-2038	MAP SIZE 47-83SE
PIN APN 7355-026-903		Approved Real Properties Department	BY JMT:mo
			DATE 5/9/88

THE REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of LOS ANGELES, State of California, described as follows:

The northwesterly 1 foot of the southwesterly 9 feet of the northeasterly 30 feet of Lot 11; the northwesterly 6 feet of the southeasterly 7 feet of the northeasterly 21 feet and the southeasterly 14 feet of the southwesterly 9 feet of the northeasterly 30 feet of Lot 12, in Block 9, of the Torrance Tract, as per map recorded in Book 22, pages 94 and 95 of Maps, in the Office of the Recorder of said County.

The Grantor agrees for itself, its successors and assigns not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor(s), the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this _____ day of _____, 19____

THE REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE

By _____
Chairwoman of the Redevelopment Agency
of the City of Torrance

By _____
Clerk of the Redevelopment Agency
of the City of Torrance

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, a Notary Public in and for said State, personally appeared _____, and _____, known to me (or proved to me on the basis of satisfactory evidence) to be the CHAIRWOMAN and CLERK, respectively, of the Redevelopment Agency of the city of TORRANCE, that executed the within instrument and acknowledged to me that they executed the same on behalf of the Redevelopment Agency.

WITNESS my hand and official seal.

DOCUMENT NOT RECORDED IN A MORE APPROPRIATE
CONSIDERATION LESS THAN \$100.00
50. CALIF. EDISON CO.
FIRM NAME

55
26
1" = 100'

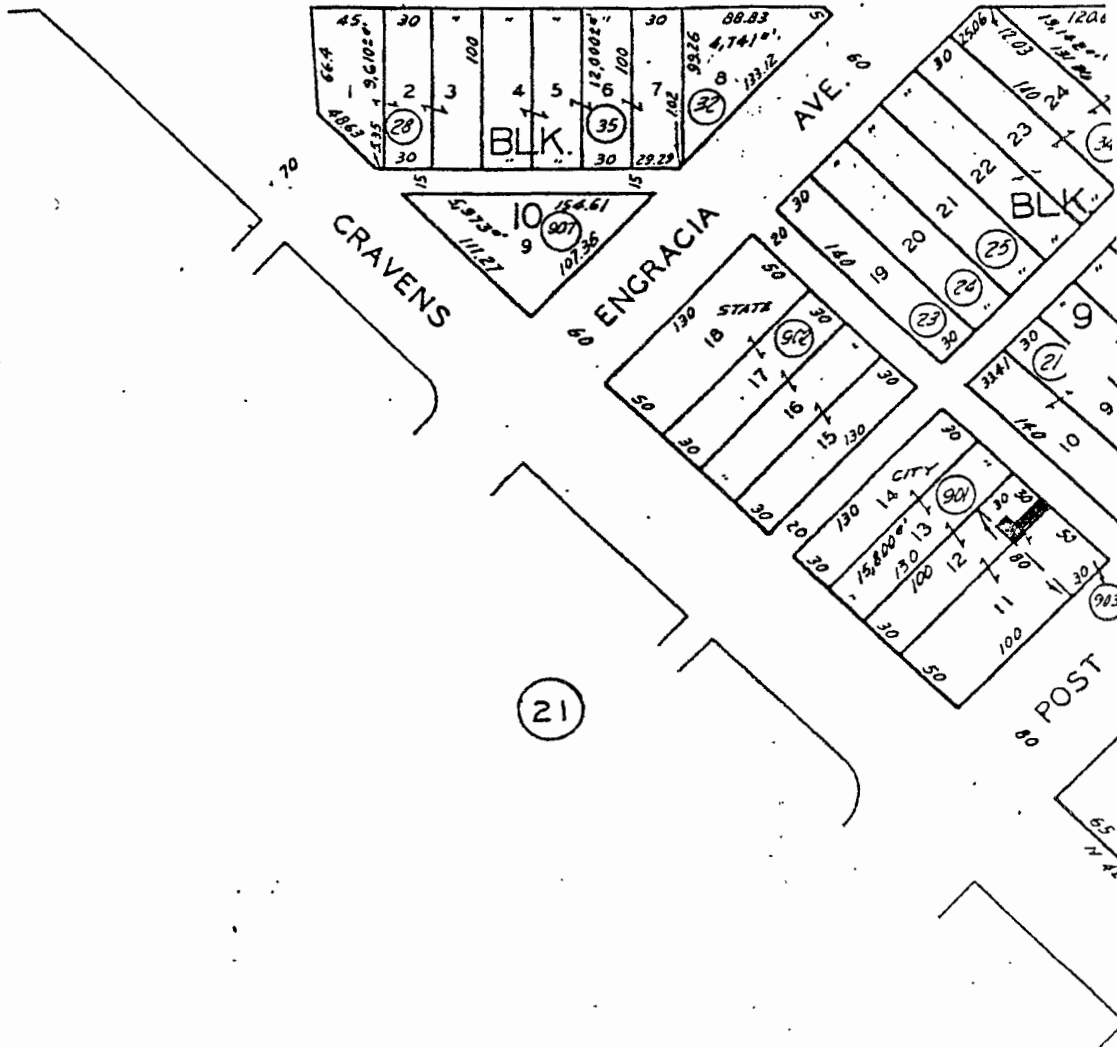
CRAVENS AVE.

1987

4.

BK.
7354

TORRANCE BLVD.



CODE
9333.

TORRANCE TRACT

M.B. 22-94-95

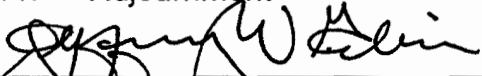
FOR PREV. ASSMT SEE:
812-18

REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE

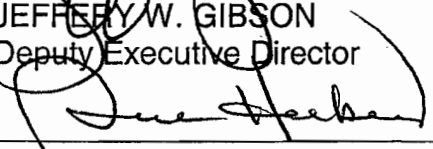
August 26, 2003

At 5:30 p.m., or as soon thereafter as Council business can be disposed of, the City Council will take a recess without leaving their seats and meet as the Redevelopment Agency of the City of Torrance.

1. Roll Call
2. Motion to Accept & File Report on Posting of Agenda
3. Approval of Minutes: August 19, 2003
4. Communications and Other Business:
 - a. Redevelopment Staff recommends that the Redevelopment Agency set the Meadow Park Parking Estimated Lot Maintenance Fee for Fiscal Year 2003-2004 at \$1.59 per space per month to cover the cost of maintenance of the parking lot and direct staff to bill the appropriate property owners.
 - b. A recommendation of the Land Management Team that the Redevelopment Agency authorize the Chair of the Redevelopment Agency to Execute and the Agency Clerk to Attest to a Second Amendment to a Lease by and between the Torrance Redevelopment Agency and Retired Senior Volunteers Program (RSVP) of South Bay for utilization of space within the building located at 1339 Post Avenue for an additional three years.
5. Hearings: None
6. Report of the Director and Other Officers
7. Report of Committees
8. Addendum Matters
9. Oral Communications
10. Request for Executive Session: None
11. Adjournment



 JEFFREY W. GIBSON
 Deputy Executive Director



 SUE HERBERS
 Clerk of the Agency

ROLL CALL: Lieu, Mauno, McIntyre, Nowatka, Scotto, Witkowsky and Walker

Redevelopment Agency
 August 26, 2003

Council Meeting of
August 26, 2003

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Lease Extension 1339 Post Avenue

RECOMMENDATION

A recommendation of the Land Management Team that the Redevelopment Agency authorize the Chair of the Redevelopment Agency to Execute and the Agency Clerk to Attest to a Second Amendment to a Lease by and between the Torrance Redevelopment Agency and Retired Senior Volunteers Program (RSVP) of South Bay for utilization of space within the building located at 1339 Post Avenue for an additional three years.

FUNDING

There is no funding required for this action.

BACKGROUND/ANALYSIS

The Agency and RSVP entered into a three-year lease in June 1997. The Agency amended that Lease in 2000, which extended the term an additional three years, that extension expired in June 2003. RSVP has requested an extension of an additional three years so that they may continue to operate in the Downtown Torrance area and provide programs for Seniors. Execution of the attached amendment will extend the lease for three years from the original termination date of June 24, 2003.

All other terms and conditions of the original lease will remain in force.

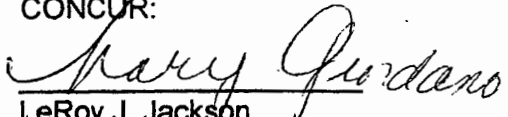
Respectfully submitted,

LeROY J. JACKSON

By: 

Brian K. Sunshine
Assistant to the Executive Director

CONCUR:


for LeRoy J. Jackson
Executive Director

Attachments:

- A. Second Amendment to Lease
- B. Lease Amendment
- C. Lease
- D. Location Map

4B

SECOND AMENDMENT TO LEASE

This Amendment to Lease is made and entered into as of June 25, 2003, by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("Agency"), and Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation ("RSVP").

RECITALS:

- A. The Agency is the owner of certain real property at 1339 Post Avenue, located in the City of Torrance; and
- B. It is in the public interest that this property be leased to RSVP to serve its charitable purposes; and
- C. The property, including the land and building, will not be required for any public purposes during the life of this Amendment to Lease.
- D. Agency and RSVP entered into a Lease on June 24, 1997 which terminated on June 24, 2000.
- E. Agency and RSVP extended the original lease by Amendment to June 24, 2003.
- F. The Parties now wish to extend the Lease for a period of three (3) years after termination of the extension which ended June 24, 2003.

AGREEMENT:

- 1. Paragraph 2 of the Lease is amended to read in its entirety as follows:

"The term of this Amendment to Lease will be for a period of three years from June 24, 2003. If RSVP holds over after the expiration of the term of this Amendment to Lease, the tenancy will be on a month-to-month basis and otherwise in accordance with all the terms, covenants and conditions of this Lease."

- 2. In all other respects the Lease dated June 24, 1997 between Agency and RSVP is ratified and reaffirmed and is in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first written above.

REDEVELOPMENT AGENCY OF THE
CITY OF TORRANCE,
a body, public and politic, of the State of
California

Retired and Senior Volunteers Program
of South Bay,
a California nonprofit corporation

Dan Walker, Mayor

Robert Van Lingen, President

ATTEST:

Sue Herbers, Clerk of the Redevelopment
Agency of the City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III
Agency Counsel

By

Ronald T. Pohl
Assistant Agency Attorney

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered into as of 3/14/2000, 2000, by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("Agency"), and Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation ("RSVP").

RECITALS:

- A. The Agency is the owner of certain real property at 1339 Post Avenue, located in the City of Torrance; and
- B. It is in the public interest that this property be leased to RSVP to serve its charitable purposes; and
- C. The property, including the land and building, will not be required for any public purposes during the life of this Amendment to Lease.
- D. Agency and RSVP entered into a Lease on June 24, 1997 which is scheduled to terminate on June 24, 2000.
- E. The Parties now wish to extend the Lease for a period of three (3) years after the original termination date.

AGREEMENT:

1. Paragraph 2 of the Lease is amended to read in its entirety as follows:

"The term of this Amendment to Lease will be for a period of three years from June 24, 2000. If RSVP holds over after the expiration of the term of this Amendment to Lease, the tenancy will be on a month-to-month basis and otherwise in accordance with all the terms, covenants and conditions of this Lease."
2. In all other respects the Lease dated June 24, 1997 between Agency and RSVP is ratified and reaffirmed and is in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first written above.

ORIGINAL COPY

RA97-005

REDEVELOPMENT AGENCY OF THE
CITY OF TORRANCE,
a body, public and politic, of the State of
California

Retired and Senior Volunteers Program
of South Bay,
a California nonprofit corporation

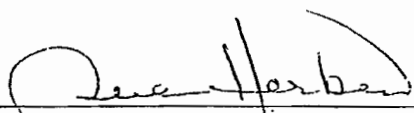


Dee Hardison, Mayor



Executive Director

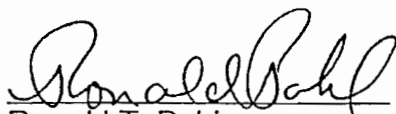
ATTEST:



Sue Herbers, Clerk of the Redevelopment
Agency of the City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III
Agency Counsel

By 

Ronald T. Pohl
Assistant City Attorney

L E A S E

This Lease is made and entered into as of June 24, 1997 (the "Effective Date"), by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("Agency"), and Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation ("RSVP").

RECITALS:

WHEREAS, The Agency is the owner of certain real property at 1339 Post Avenue, located in the City of Torrance; and

WHEREAS, it is in the public interest that this property be leased to RSVP to serve its charitable purposes; and

WHEREAS, the property, including the land and building, will not be required for any public purposes during the life of this Lease.

AGREEMENT:

1. PREMISES

The City leases to RSVP that certain real property located at 1339 Post Avenue, Torrance, California, described in Exhibit "A."

2. TERM

The term of this Lease will be for a period of three years from the date of execution of this Lease. If RSVP holds over after the expiration of the term of this Lease, the tenancy will be on a month-to-month basis and otherwise in accordance with all the terms, covenants and conditions of this Lease.

3. RENT

A. RSVP agrees to pay to the Agency as rent for the leased premises the sum of \$500 per month ("Minimum Monthly Rent"). If this Lease does not commence on the first day of a calendar month or end on the last day of a calendar month, RSVP will pay prorated rent for the first and last month, as the case may be, in the amount of 1/30th of the monthly rent times the number of days for which rent is being prorated.

RA97-003

COPY
Original

B. The rent will be adjusted annually in proportion to the percentage increase, if any, in the Consumer Price Index, All Urban Consumer (1982-4=100) for the Los Angeles-Anaheim-Riverside CSMA (the "Index") issued by the United States Bureau of Labor Statistics, Department of Labor, between the Index published for the month that occurs two months prior to the Effective Date (the "Base Index"), and the Index published for the same month of the year in which each adjustment to rent is to be made; provided that, in no event will the Minimum Monthly Rent be decreased as a result of the application of this paragraph.

4. USE

The premises will be used for the purpose of providing offices for RSVP and for any other purpose or purposes necessary or proper to carry out the charitable purposes of RSVP as set forth in its Articles of Incorporation and Bylaws.

5. COVENANT TO USE

RSVP agrees to manage, operate, and maintain the premises as a facility during the entire term of this Lease in accordance with the uses provided in Paragraph 4 above for the benefit of the people of the state of California and, in particular, the people of Torrance.

6. COMPLIANCE WITH LAW

RSVP agrees to comply with all ordinances, rules, laws or regulations of the City of Torrance and of any other governmental agency that are applicable to the premises or the operations of RSVP and the Redevelopment Plan.

7. NONDISCRIMINATION

RSVP agrees by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the condition that there will be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, religion, marital status, handicaps, age national origin or ancestry, in the leasing, subleasing, transferring, use or enjoyment of the premises; nor will RSVP itself or any person claiming under or through it establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises.

8. ALTERATIONS

RSVP may not make or permit any alterations or additions to the structural portions of any building on the premises or construct or erect any improvements on the premises without first obtaining the written consent of the Agency.

9. SURRENDER

At the expiration of the term of this Lease, RSVP must surrender the premises to the Agency in the same condition as received, reasonable wear and tear excepted, including, but not by way of limitation, any alterations, additions or improvements. Any alterations, additions or improvements will become a part of the premises and will remain for the benefit of the Agency. No portions of any buildings or structures may be removed from the premises or voluntarily destroyed or damaged without the prior written consent of the Agency.

10. MAINTENANCE

RSVP, at the sole cost and expense of RSVP, must maintain the premises and must keep the same in good and sanitary condition and normal repair. RSVP will not be required to replace plumbing fixtures or the air conditioning system.

11. UTILITIES

- A. RSVP agrees to pay before delinquency every charge, lien or expense accruing or payable during the term of this Lease in connection with the use of the premises, including, but not limited to, water, electricity, gas, telephone, refuse, and other utilities and services.
- B. Agency will determine which utility or utilities are passed by or through the Bartlett Center and will determine a monthly average for the charge or charges. City will then determine the ratio of square feet within Bartlett Center and the subject property and will apportion the utility or utilities charges accordingly. City will then charge RSVP 66.6 percent of the apportioned utility rate for so long as RSVP allows City of Torrance senior citizen organizations to share the property.

12. TAXES AND ENCUMBRANCES

RSVP agrees to pay before delinquency all taxes that may be levied against its interest in the premises or that become a lien against the premises or its interest during the term of this Lease.

13. LIABILITY

RSVP agrees that its taking possession of the premises will be an acceptance of the safety and condition of the premises. RSVP further agrees to hold the City, the City Council, and each member thereof, present and future, and every officer, employee and member of each board or commission and the Redevelopment Agency of the City of Torrance, and each member thereof, present and future, free and harmless from any and all liability and claim for damages by reason of any injury to any person or persons, including, but not limited to, RSVP, or property of any kind whatsoever and to whomever belonging, including, but not limited to RSVP, from any cause or causes whatsoever while in, upon, or in any way connected with the premises during the term of this Lease, or any renewal or extension, or any occupancy whatsoever.

14. INSURANCE

- A. RSVP must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
- (1) General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
 - (2) If RSVP hires employees, RSVP must provide its employees with worker's compensation insurance with limits as required by the State of California.
- B. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the general liability policy.
- C. RSVP must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- D. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

15. DESTRUCTION OR DAMAGE

If for any reason the building on the premises is destroyed or damaged beyond repair, then this Lease will terminate and RSVP will surrender the premises to the Agency. If, however, the damage to the building is repairable, as determined by the Agency, then the Lease will remain in full force and effect. If the damage

is deemed repairable, Agency will commence repair with due diligence, and if during the period of repair and restoration RSVP is prevented from using the full facilities as defined in this Lease, the rent will be apportioned accordingly.

16. ASSIGNMENT AND SUBLETTING

- A. RSVP may not assign or sublet this Lease or any interest therein or any part thereof without first obtaining the written consent of the Agency. The giving of consent will not be a waiver of any rights to object to further or future assignments or subleases. The consent to each successive assignment or sublease must be first obtained from the Agency.
- B. The appointment of a receiver to take possession of all or substantially all of the assets of RSVP or a general assignment by RSVP for the benefit of creditors or any action taken or suffered by RSVP under any insolvency or bankruptcy act will constitute a breach of this Lease by RSVP.
- C. RSVP agrees that it will provide space within the premises for the City of Torrance Focal Point Program, and that program will not be considered to be a sublease.

17. NOTICE

Whenever it is necessary for either party to serve notice on the other respecting this Lease, notice must be served by certified mail addressed to the City Clerk of the City of Torrance at 3031 Torrance Boulevard, Torrance, California 90503; or to Retired Senior Volunteers Program, 1339 Post Avenue, Torrance, CA 90501, unless and until different addresses may be furnished in writing by either party to the other. Notice will be deemed to have been served within 72 hours after the same has been deposited in a United States Post Office by certified mail, or immediately if personally served. This will be a valid and sufficient service of notice for all purposes.

18. DEFAULT

In the event RSVP makes any default in the performance of any of the provisions of this Lease on its part to be performed, and continues in default for ten days after written notice from the Agency specifying the particulars of the default, or if the default cannot be cured within ten days and RSVP fails to commence within ten days and thereafter diligently proceeds with the curing of the default, then the Agency may declare this Lease and all RSVP's rights to be forfeited and terminated, and may reenter and take and hold exclusive possession of the premises and remove all persons and property at the cost and risk of RSVP.

19. SIGNS

RSVP agrees that no signs or advertising material, other than any existing signs, may be erected or maintained upon the premises without the prior written consent of the Director of Building and Safety.

20. SUCCESSORS

Each and every term, covenant, and condition of this Lease will inure to the benefit of and will bind, as the case may be, not only the parties, but each and every one of the heirs, executors, administrators, successors, assigns and legal representatives of the parties; provided, however, that any subletting or assignment by RSVP of the whole or any part of the leased premises or any interest therein will be subject to the provisions of paragraph 16 of this Lease.

21. RIGHT OF ENTRY

The Agency reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem necessary to the proper enforcement of any of the covenants or conditions of this Lease.

22. INTEGRATION; AMENDMENT

This Lease represents the entire understanding of the Agency and RSVP as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Lease. The Lease may not be modified or altered except in writing signed by both parties.

23. EXHIBITS

All exhibits identified in this Lease are incorporated into the Lease by this reference.

24. SEVERABILITY

If any part of this Lease is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Lease will remain in full force and effect.

25. GOVERNING LAW; JURISDICTION

This Lease will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Lease will be in Los Angeles County, California.

26. AUTHORITY TO EXECUTE

The person executing this Lease on behalf of RSVP warrants that (i) RSVP is duly authorized and existing; (ii) they are duly authorized to execute this Lease on behalf of RSVP; (iii) by so executing this Lease, RSVP is formally bound to the provisions of this Lease; and (iv) the entering into this Lease does not violate any provision of any other Lease to which RSVP is bound.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first written above.

REDEVELOPMENT AGENCY OF THE
CITY OF TORRANCE,
a body, public and politic, of the State of
California

Retired and Senior Volunteers Program
of South Bay,
a California nonprofit corporation

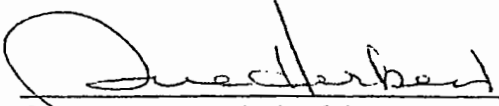


Dee Hardison, Mayor



Hope Witkowsky, Executive Director


ATTEST:



Sue Herbers, Clerk of the Redevelopment
Agency of the City of Torrance

APPROVED AS TO FORM:

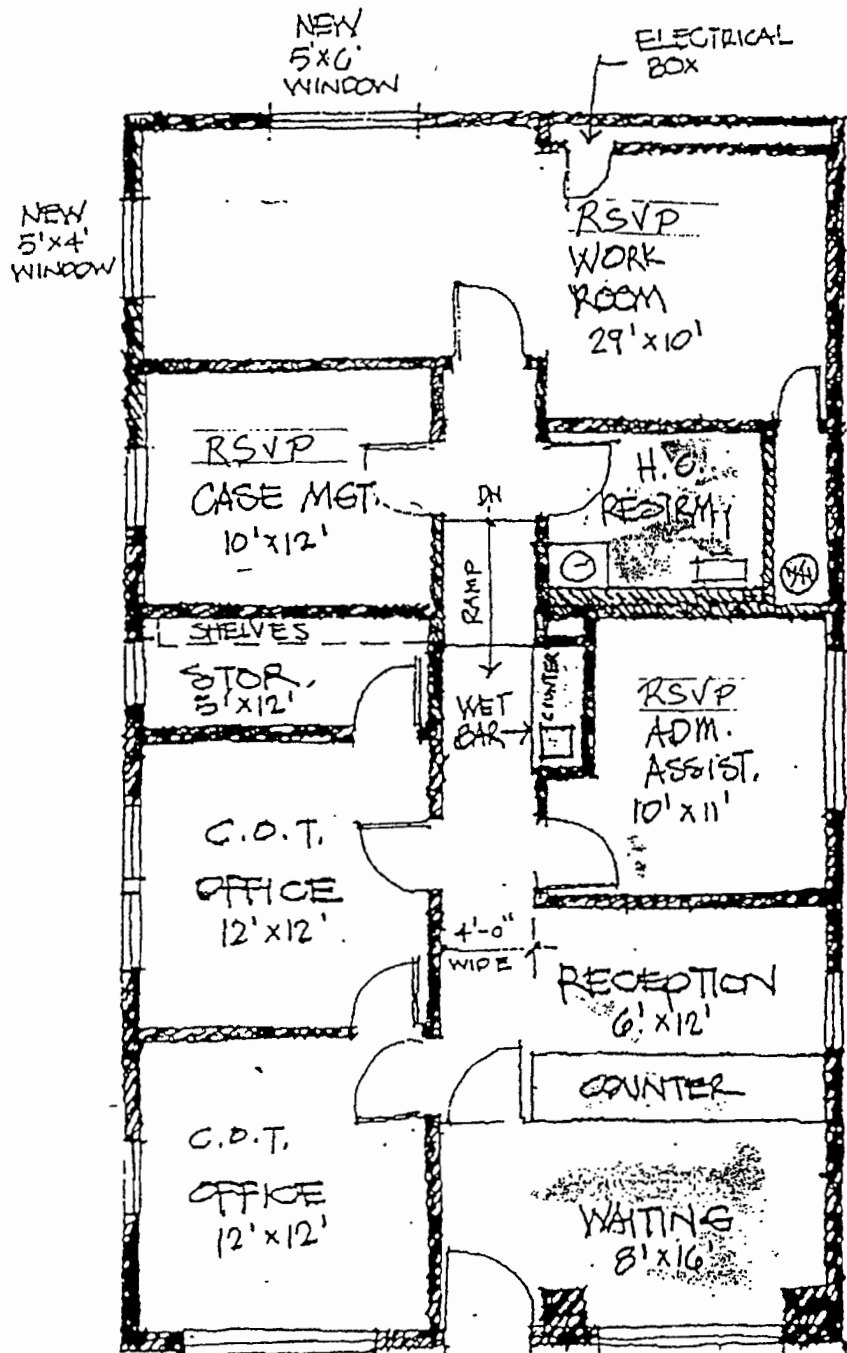
JOHN L. FELLOWS III
City Attorney

By 

Heather K. Whitham
Deputy City Attorney

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To: LAEL WAL - FAX - 618.5879
From: Lok NG / BOA

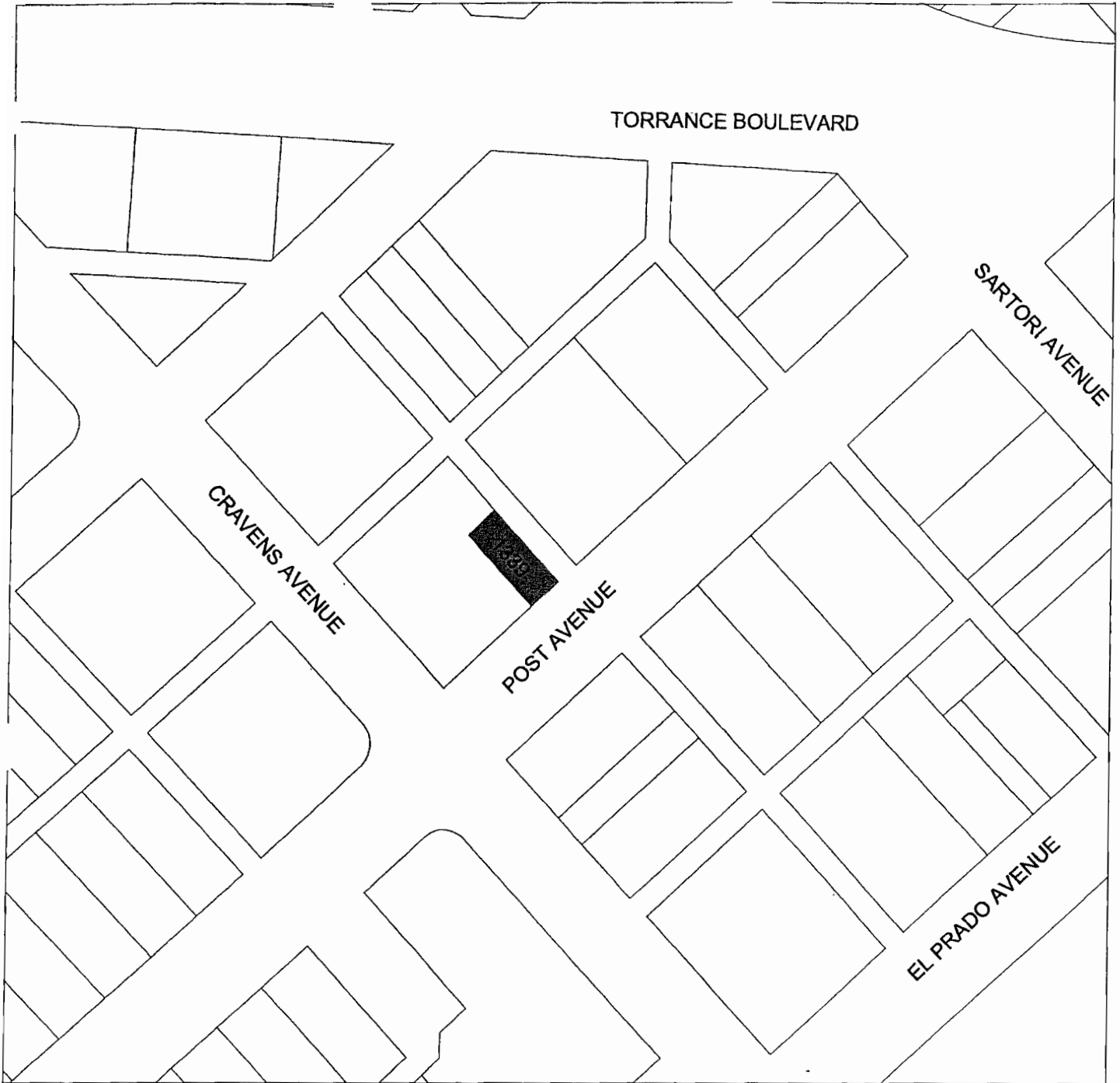


SCHEME A
SCALE: 1/8" = 1'-0"

BARTLETT
ANNEX

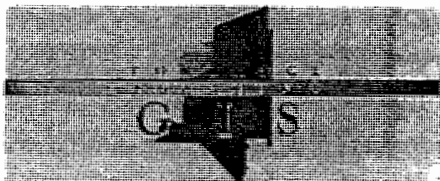
POST AVE

ALLEY
= City of Torrance (Focal Point)
= RSVP
= Shared area




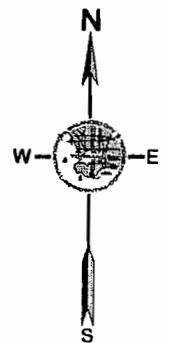
LOCATION MAP

1339 POST AVENUE



LEGEND

 1339 post



150 0 150 Feet



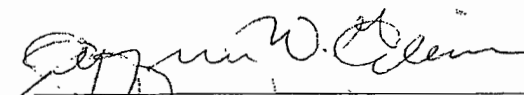
REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE

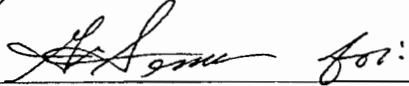
April 13, 2010

City Council Chambers, 3031 Torrance Boulevard

At 5:30 p.m., or as soon thereafter as Council business can be disposed of, the City Council will take a recess without leaving their seats and meet as the Redevelopment Agency of the City of Torrance.

1. Roll Call
2. Report on Posting of the Agenda
3. Approval of Minutes: April 6, 2010
4. Communications and Other Business:
 - a. Recommendation of the Executive Director that the Redevelopment Agency approve a Lease Agreement by and between the Agency and Retired and Senior Volunteer Program (RSVP) for use of certain space at 1339 Post Avenue.
5. Hearings: None
6. Report of the Director and Other Officers
7. Report of Committees
8. Addendum Matters
9. Oral Communications
10. Request for Executive Session: None
11. Adjournment



JEFFERY W. GIBSON, Deputy Executive Director

SUE HERBERS, Clerk of the Agency

ROLL CALL: Barnett, Brewer, Furey, Numark, Rhilinger, Sutherland, and Scotto

Redevelopment Agency Meeting of
April 13, 2010

Agency Agenda Item 4a

Honorable Chair and Members
of the Redevelopment Agency
City Hall
Torrance, California

Members of the Agency:

SUBJECT: Redevelopment Agency – Approve Lease Agreement with the Retired and Senior Volunteer Program for 1339 Post Avenue

RECOMMENDATION

Recommendation of the Executive Director that the Redevelopment Agency (Agency) approve a Lease Agreement by and between the Agency and Retired and Senior Volunteer Program (RSVP) for use of certain space at 1339 Post Avenue.

FUNDING

None required for this action. Approval will generate \$7,200 over the term of the Lease.

BACKGROUND/ANALYSIS

In 1997, RSVP entered into a Lease with the Agency to utilize space in the 1339 Post Avenue building; the lease was extended in 2000 and again in 2003. The Lease expired in June 2006 and has been on holdover on a month-to-month basis.

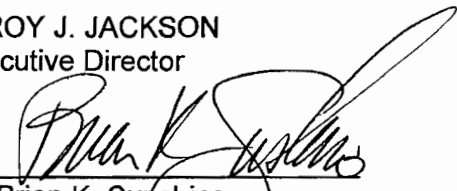
RSVP contacted the Agency about a new Lease for an eighteen month term; however, due to funding issues has requested a restructuring of the Lease terms. The Lease terms proposed were for zero rent for six months from Lease inception and then commencing in October 2010 the rent would be \$600 per month until Lease termination. RSVP would continue making utility payments for their portion.

The current rent is \$700.00 per month and the rent restructuring is a significant reduction in rent; however, the overall use compliments both the Bartlett Center as well as Focal Point as a program to assist seniors volunteer in the community.

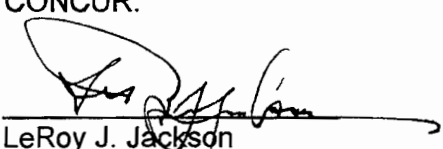
Respectfully submitted,

LeROY J. JACKSON
Executive Director

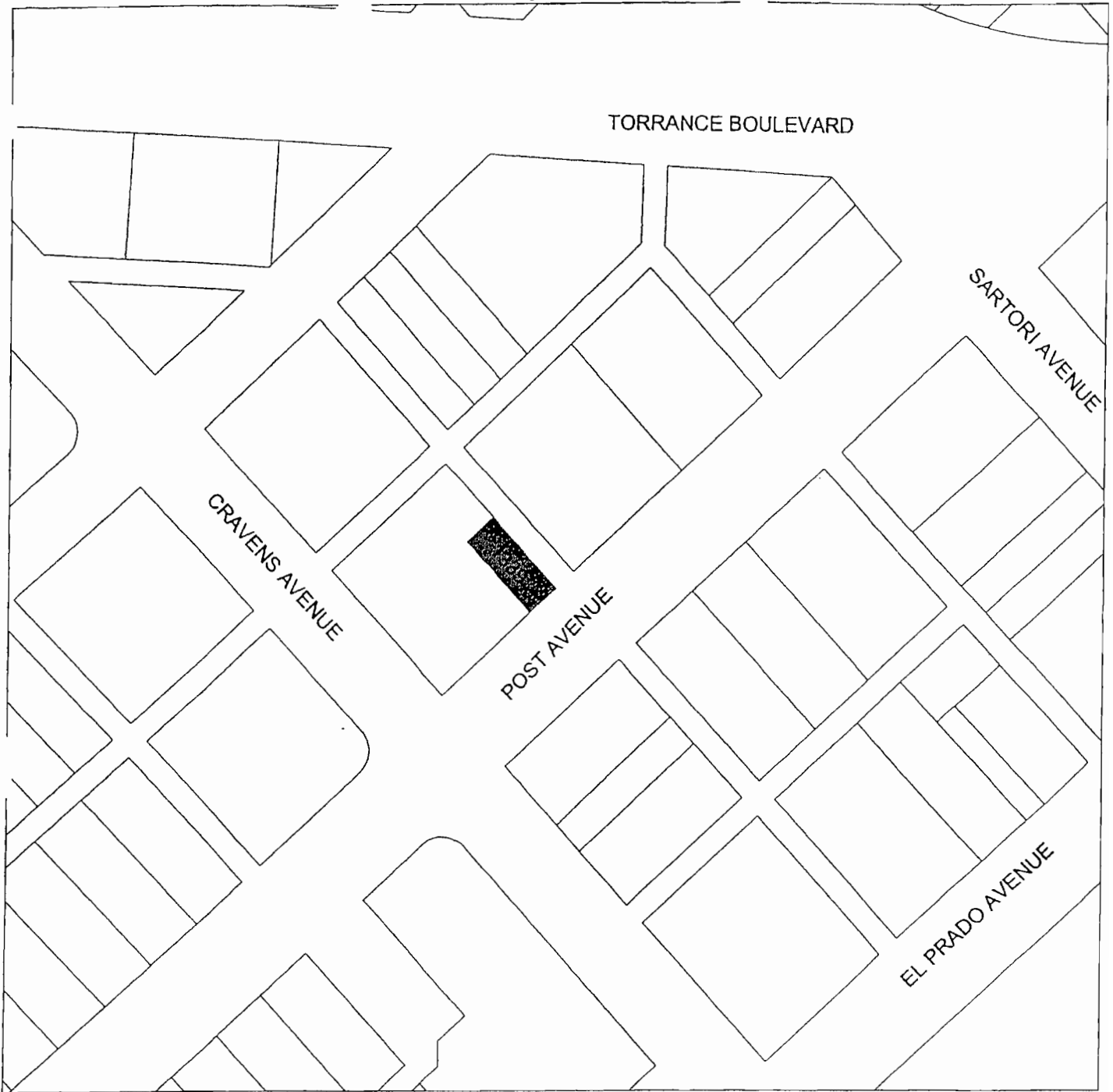
By:


Brian K. Sunshine
Land Management Team, Chair

CONCUR:

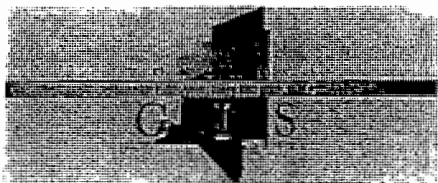

LeRoy J. Jackson
Executive Director

- Attachments: A) Location Map
B) Lease
C) Letter from RSVP dated February 23, 2010
D) Agency Item dated August 26, 2003




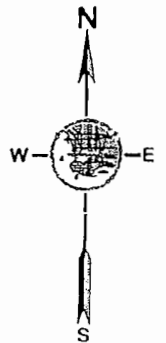
LOCATION MAP

1339 POST AVENUE



LEGEND

 1339 post



150 0 150 Feet



LEASE

This Lease is made and entered into as of April 1, 2010 (the "Effective Date"), by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("Agency"), and Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation ("RSVP").

RECITALS:

- A. The Agency is the owner of certain real property at 1339 Post Avenue, located in the City of Torrance (the "Property") ; and
- B. It is in the public interest that the Property be leased to RSVP to serve its charitable purposes;
- C. The Agency has previously leased the Property to RSVP pursuant to a lease made and entered into as of June 24, 1997, as amended and extended by that certain Amendment to Agreement made and entered into as of March 14, 2000, and that certain Second Amendment to Lease made and entered into as of June 25, 2003 (the "Prior Lease"). The term of the Prior Lease ended June 23, 2006. Pursuant to the terms of the Prior Lease, RSVP has been holding over as a month-to-month tenant since the expiration of the Prior Lease.
- D. The Agency and RSVP now wish to enter into this new Lease; and
- E. The Property, including the land and building, will not be required for any public purposes during the life of this Lease.

AGREEMENT:

1. PREMISES

The City leases to RSVP the Property, as depicted in Exhibit "A."

2. TERM

The term of this Lease will be for a period of eighteen months commencing upon the Effective Date. If RSVP holds over after the expiration of the term of this Lease, the tenancy will be on a month-to-month basis and otherwise in accordance with all the terms, covenants and conditions of this Lease.

3. RENT

RSVP agrees to pay to the Agency as rent for the Property the following "Minimum Monthly Rent": for the period commencing with the Effective Date, through September 30, 2010, \$0 per month; for the period commencing October 1, 2010, through the expiration date of the Lease, \$600 per month.

4. USE

The Property will be used for the purpose of providing offices for RSVP and for any other purpose or purposes necessary or proper to carry out the charitable purposes of RSVP, as set forth in its Articles of Incorporation and Bylaws.

5. COVENANT TO USE

RSVP agrees to manage, operate, and maintain the Property as a facility during the entire term of this Lease in accordance with the uses provided in Paragraph 4 above for the benefit of the people of the State of California and, in particular, the people of Torrance.

6. COMPLIANCE WITH LAW

RSVP agrees to comply with all ordinances, rules, laws or regulations of the City of Torrance and of any other governmental agency that are applicable to the Property or to the operations of RSVP or the Redevelopment Plan.

7. NONDISCRIMINATION

RSVP agrees by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the condition that there will be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, religion, marital status, handicaps, age national origin or ancestry, in the leasing, subleasing, transferring, use or enjoyment of the premises; nor will RSVP itself or any person claiming under or through it establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises.

8. ALTERATIONS

RSVP may not make or permit any alterations or additions to the structural portions of any building on the Property or construct or erect any improvements on the Property without first obtaining the written consent of the Agency.

9. SURRENDER

At the expiration of the term of this Lease, RSVP must surrender the Property to the Agency in the same condition as received, reasonable wear and tear excepted, including, but not by way of limitation, any alterations, additions or improvements. Any alterations, additions or improvements will become a part of the Property and will remain for the benefit of the Agency. No portions of any buildings or structures may be removed from the Property or voluntarily destroyed or damaged without the prior written consent of the Agency.

10. MAINTENANCE

RSVP, at the sole cost and expense of RSVP, must maintain the Property and must keep the same in good and sanitary condition and normal repair. RSVP will not be required to replace plumbing fixtures or the air conditioning system.

11. UTILITIES

- A. RSVP agrees to pay before delinquency every charge, lien or expense accruing or payable during the term of this Lease in connection with the use of the premises, including, but not limited to, water, electricity, gas, telephone, refuse, and other utilities and services.
- B. Agency will determine which utility or utilities are passed by or through the Bartlett Center and will determine a monthly average for the charge or charges. City will then determine the ratio of square feet within Bartlett Center and the subject property and will apportion the utility or utilities charges accordingly. City will then charge RSVP 66.6 percent of the apportioned utility rate for so long as RSVP allows City of Torrance senior citizen organizations to share the Property.

12. TAXES AND ENCUMBRANCES

RSVP agrees to pay before delinquency all taxes that may be levied against its interest in the premises or that become a lien against the premises or its interest during the term of this Lease.

13. LIABILITY

RSVP agrees that its taking possession of the Property will be an acceptance of the safety and condition of the premises. RSVP further agrees to hold the City, the City Council, and each member thereof, present and future, and every officer, employee and member of each board or commission and the Redevelopment Agency of the City of Torrance, and each member thereof, present and future, free and harmless from any and all liability and claim for damages by reason of any injury to any person or persons, including, but not

limited to, RSVP, or property of any kind whatsoever and to whomever belonging, including, but not limited to RSVP, from any cause or causes whatsoever while in, upon, or in any way connected with the Property during the term of this Lease, or any renewal or extension, or any occupancy whatsoever.

14. INSURANCE

- A. RSVP must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
- (1) General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
 - (2) If RSVP hires employees, RSVP must provide its employees with worker's compensation insurance with limits as required by the State of California.
- B. CITY, the City Council and each member thereof, members of boards and commissions and of the Redevelopment Agency of the City of Torrance, every officer, agent, official, employee and volunteer must be named as additional insured under the general liability policy.
- C. RSVP must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance on or before the Effective Date.
- D. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

15. DESTRUCTION OR DAMAGE

If for any reason the building on the Property is destroyed or damaged beyond repair, then this Lease will terminate and RSVP will surrender the Property to the Agency. If, however, the damage to the building is repairable, as determined by the Agency, then the Lease will remain in full force and effect. If the damage is deemed repairable, Agency will commence repair with due diligence, and if during the period of repair and restoration RSVP is prevented from using the full facilities as defined in this Lease, the rent will be apportioned accordingly.

16. ASSIGNMENT AND SUBLETTING

- A. RSVP may not assign or sublet this Lease or any interest therein or any part thereof without first obtaining the written consent of the Agency. The giving of consent will not be a waiver of any rights to object to further or

future assignments or subleases. The consent to each successive assignment or sublease must be first obtained from the Agency.

- B. The appointment of a receiver to take possession of all or substantially all of the assets of RSVP or a general assignment by RSVP for the benefit of creditors or any action taken or suffered by RSVP under any insolvency or bankruptcy act will constitute a breach of this Lease by RSVP.
- C. RSVP agrees that it will provide space within the premises for the City of Torrance Focal Point Program, and that program will not be considered to be a sublease.

17. NOTICE

Whenever it is necessary for either party to serve notice on the other respecting this Lease, notice must be served by certified mail addressed to the City Clerk of the City of Torrance at 3031 Torrance Boulevard, Torrance, California 90503; or to Retired and Senior Volunteers Program of South Bay, 1339 Post Avenue, Torrance, CA 90501, unless and until different addresses may be furnished in writing by either party to the other. Notice will be deemed to have been served within 72 hours after the same has been deposited in a United States Post Office by certified mail, or immediately if personally served. This will be a valid and sufficient service of notice for all purposes.

18. DEFAULT

In the event RSVP makes any default in the performance of any of the provisions of this Lease on its part to be performed, and continues in default for ten days after written notice from the Agency specifying the particulars of the default, or if the default cannot be cured within ten days and RSVP fails to commence within ten days and thereafter diligently proceeds with the curing of the default, then the Agency may declare this Lease and all RSVP's rights to be forfeited and terminated, and may reenter and take and hold exclusive possession of the Property and remove all persons and property at the cost and risk of RSVP.

19. SIGNS

RSVP agrees that no signs or advertising material, other than any existing signs, may be erected or maintained upon the Property without the prior written consent of the Director of Community Development.

20. SUCCESSORS

Each and every term, covenant, and condition of this Lease will inure to the benefit of and will bind, as the case may be, not only the parties, but each and every one of the heirs, executors, administrators, successors, assigns and legal

representatives of the parties; provided, however, that any subletting or assignment by RSVP of the whole or any part of the Property or any interest therein will be subject to the provisions of paragraph 16 of this Lease.

21. RIGHT OF ENTRY

The Agency reserves the right to enter upon the Property at any reasonable time for the purpose of making any inspection it may deem necessary to the proper enforcement of any of the covenants or conditions of this Lease.

INTEGRATION; AMENDMENT

This Lease represents the entire understanding of the Agency and RSVP as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Lease. The Lease may not be modified or altered except in writing signed by both parties.

23. EXHIBITS

All exhibits identified in this Lease are incorporated into the Lease by this reference.

24. SEVERABILITY

If any part of this Lease is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Lease will remain in full force and effect.

25. GOVERNING LAW; JURISDICTION

This Lease will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Lease will be in Los Angeles County, California.

26. AUTHORITY TO EXECUTE

The person executing this Lease on behalf of RSVP warrants that (i) RSVP is duly authorized and existing; (ii) they are duly authorized to execute this Lease on behalf of RSVP; (iii) by so executing this Lease, RSVP is formally bound to the provisions of this Lease; and (iv) the entering into this Lease does not violate any provision of any other Lease to which RSVP is bound.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first written above.

REDEVELOPMENT AGENCY OF THE
CITY OF TORRANCE,
a body, public and politic, of the State of
California

Retired and Senior Volunteers Program
of South Bay,
a California nonprofit corporation

Frank Scotto, Chairman
ATTEST:

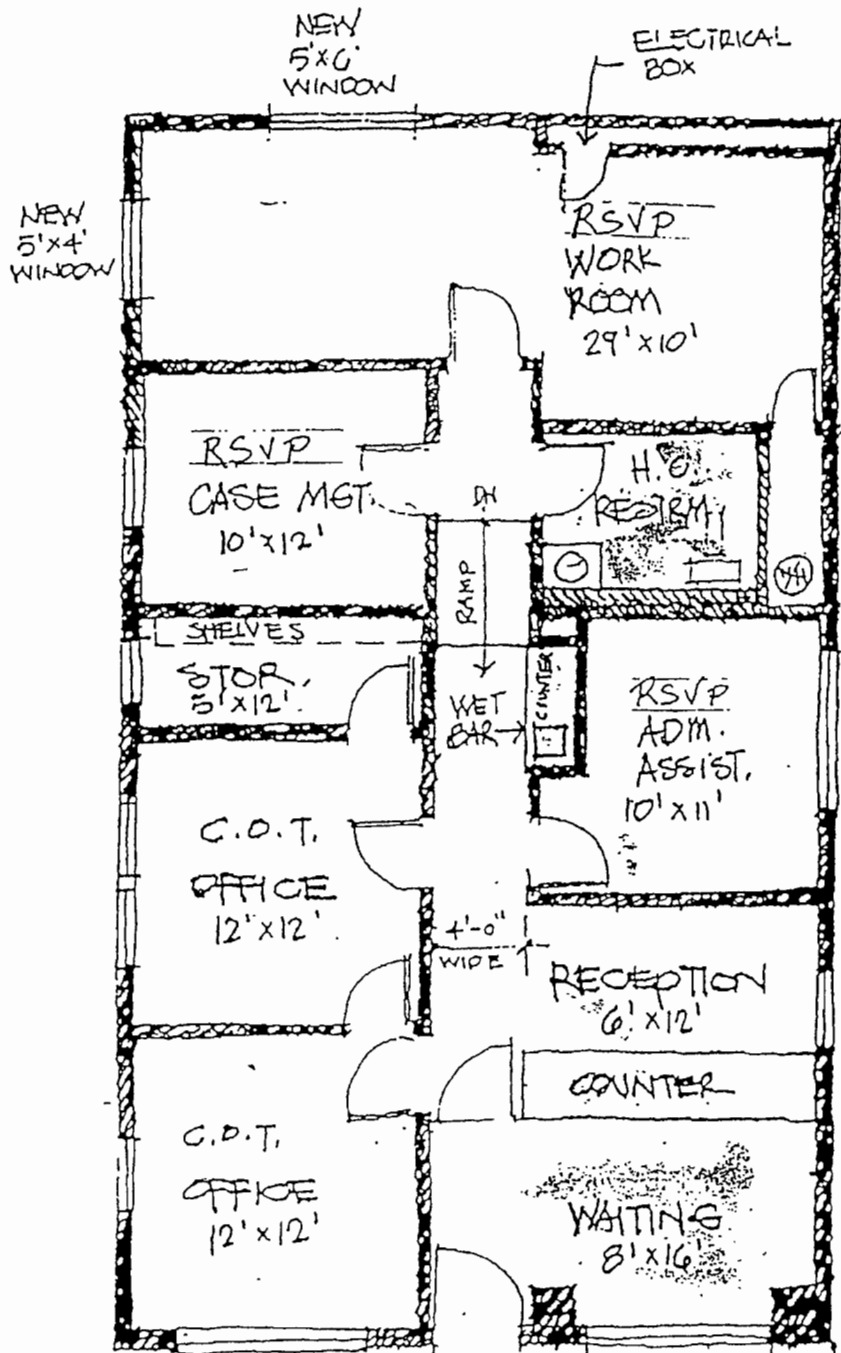
Hillary Bloom
Chair, Board of Directors

Sue Herbers, Clerk of the Redevelopment
Agency of the City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III
Agency Counsel

By _____



ALLEY

- = City of Toronto (focal point)
- = RSVP
- = Shared area



SCHEME A
 SCALE: 1/8" = 1'-0"

BART. LETT
 ANNEX

POST AVE



February 23, 2010

OFFICE OF THE
CITY MANAGER

2010 FEB 24 AM 10:23

RSVP of South Bay

Rooted in Community Service

Board of Directors

Mark Applegate
Mark Applegate Insurance Agency
Anita Avrick
Redondo Beach Council, PTA
Richard Berryman
Comfort Keepers
Hilary Bloom
Admin. Analyst, PV Estates, Retired
Pamela Gillett
Anastasi Development Company
Paul Ginsburg
Attorney
Sid Kato
Array Systems
Michael Norris
Attorney
Cathy Towers
First Regional Bank
Gerald Richman
MixPak, Inc.
Mark Waronek
Waronek & Associates

Advisory Council

Creasia Adams
AT&T
Jill Fatal
California First Bank
Judy Gibson
City of Torrance Planning Commission
Mike Gin
Mayor, City of Redondo Beach
Mark Hebson
Hebson Insurance
Kathryn Joiner
Torrance Memorial Medical Center
E. Don Kim
Torrance Unified School District
Ted Lieu
California State Assemblymember
Herb Stark
Community Volunteer
Robert Van Lingen
Van Lingen Towing

Mr. Brian Sunshine
Assistant to the City Manager
3031 Torrance Blvd.
Torrance, CA 90503

Dear Mr. Sunshine,

We are writing on behalf of the Board of Directors of **RSVP South Bay**. RSVP rents its office space at **1339 Post Avenue** from the City of Torrance for \$700 per month, and has done so for the past 16 years.

RSVP (Retired Senior & Volunteer Program) has served the South Bay for over 30 years. We are a nonprofit, volunteer agency that places seniors (55+) who wish to donate their time and expertise to the nonprofit community. We are funded in part by the Corporation for National and Community Service and matched in dollars by corporations, foundations, clubs and individual donors in the community.

We are fortunate that our former Executive Director, Hope Witkowsky, made the decision in 1994 to re-locate RSVP to Downtown Torrance. Torrance has grown considerably since that time and is home to the largest senior population in the South Bay.

Due to the economic downturn of the market, our ability to fundraise monies to support our organization has been severely impacted. As the new Executive Director, and with the consulting service of Hope Witkowsky, we are looking forward to strategizing, developing, and improving our agency's financial stability in 2010.

For your consideration, we are requesting the following:

1. **Forgive our rent in its entirety for the next 6 months, beginning April 1 through September 30, 2010.**
2. **Continue our occupancy and establish an 18-month Lease at \$600 per month, commencing April 1, 2010.**

We are pleased to provide an opportunity for seniors to be a vital and active part of the community, and to contribute their lifetime experiences. Our service to over 95 non-profit agencies in the South Bay has given, and continues to give our volunteers a sense of purpose and at the same time enhances the quality of their lives as well as the lives of those we serve. It's a "win-win" for all.

The City of Torrance and the South Bay communities benefit from the work of RSVP, and we are deeply grateful for your past and continued support. We thank you for your consideration.

Should you have any questions Lynda Loudon can be reached at 310-320-3322. We look forward to hearing from you.

Lynda Loudon
Executive Director
1339 Post Avenue
Torrance, CA 90501
Phone: (310) 320-3322
Fax: (310) 320-3949
Website: www.rsvpsb.org

Sincerely,

Lynda Loudon
Executive Director


Hilary Bloom
Chair, Board of Directors

Council Meeting of
August 26, 2003

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Lease Extension 1339 Post Avenue

RECOMMENDATION

A recommendation of the Land Management Team that the Redevelopment Agency authorize the Chair of the Redevelopment Agency to Execute and the Agency Clerk to Attest to a Second Amendment to a Lease by and between the Torrance Redevelopment Agency and Retired Senior Volunteers Program (RSVP) of South Bay for utilization of space within the building located at 1339 Post Avenue for an additional three years.

FUNDING

There is no funding required for this action.

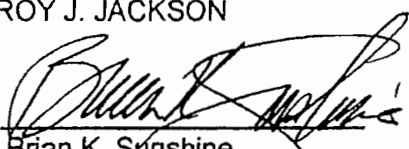
BACKGROUND/ANALYSIS

The Agency and RSVP entered into a three-year lease in June 1997. The Agency amended that Lease in 2000, which extended the term an additional three years, that extension expired in June 2003. RSVP has requested an extension of an additional three years so that they may continue to operate in the Downtown Torrance area and provide programs for Seniors. Execution of the attached amendment will extend the lease for three years from the original termination date of June 24, 2003.

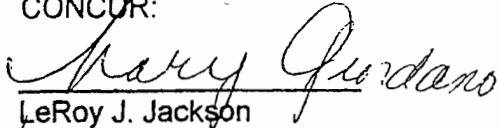
All other terms and conditions of the original lease will remain in force.

Respectfully submitted,

LeROY J. JACKSON

By: 
Brian K. Sunshine
Assistant to the Executive Director

CONCUR:


LeRoy J. Jackson
Executive Director

Attachments:

- A. Second Amendment to Lease
- B. Lease Amendment
- C. Lease
- D. Location Map

SECOND AMENDMENT TO LEASE

This Amendment to Lease is made and entered into as of June 25, 2003, by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("Agency"), and Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation ("RSVP").

RECITALS:

- A. The Agency is the owner of certain real property at 1339 Post Avenue, located in the City of Torrance; and
- B. It is in the public interest that this property be leased to RSVP to serve its charitable purposes; and
- C. The property, including the land and building, will not be required for any public purposes during the life of this Amendment to Lease.
- D. Agency and RSVP entered into a Lease on June 24, 1997 which terminated on June 24, 2000.
- E. Agency and RSVP extended the original lease by Amendment to June 24, 2003.
- F. The Parties now wish to extend the Lease for a period of three (3) years after termination of the extension which ended June 24, 2003.

AGREEMENT:

1. Paragraph 2 of the Lease is amended to read in its entirety as follows:

"The term of this Amendment to Lease will be for a period of three years from June 24, 2003. If RSVP holds over after the expiration of the term of this Amendment to Lease, the tenancy will be on a month-to-month basis and otherwise in accordance with all the terms, covenants and conditions of this Lease."

2. In all other respects the Lease dated June 24, 1997 between Agency and RSVP is ratified and reaffirmed and is in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first written above.

REDEVELOPMENT AGENCY OF THE
CITY OF TORRANCE,
a body, public and politic, of the State of
California

Retired and Senior Volunteers Program
of South Bay,
a California nonprofit corporation

Dan Walker, Mayor

Robert Van Lingen, President

ATTEST:

Sue Herbers, Clerk of the Redevelopment
Agency of the City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III
Agency Counsel

By

Ronald T. Pohl
Assistant Agency Attorney

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered into as of 3/14/2000, 2000, by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("Agency"), and Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation ("RSVP").

RECITALS:

- A. The Agency is the owner of certain real property at 1339 Post Avenue, located in the City of Torrance; and
- B. It is in the public interest that this property be leased to RSVP to serve its charitable purposes; and
- C. The property, including the land and building, will not be required for any public purposes during the life of this Amendment to Lease.
- D. Agency and RSVP entered into a Lease on June 24, 1997 which is scheduled to terminate on June 24, 2000.
- E. The Parties now wish to extend the Lease for a period of three (3) years after the original termination date.

AGREEMENT:

1. Paragraph 2 of the Lease is amended to read in its entirety as follows:

"The term of this Amendment to Lease will be for a period of three years from June 24, 2000. If RSVP holds over after the expiration of the term of this Amendment to Lease, the tenancy will be on a month-to-month basis and otherwise in accordance with all the terms, covenants and conditions of this Lease."

2. In all other respects the Lease dated June 24, 1997 between Agency and RSVP is ratified and reaffirmed and is in full force and effect.

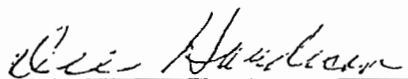
IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first written above.

ORIGINAL COPY

RA97-003

REDEVELOPMENT AGENCY OF THE
CITY OF TORRANCE,
a body, public and politic, of the State of
California

Retired and Senior Volunteers Program
of South Bay,
a California nonprofit corporation

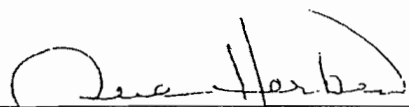


Dee Hardison, Mayor



Executive Director

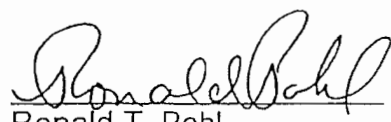
ATTEST:



Sue Herbers, Clerk of the Redevelopment
Agency of the City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III
Agency Counsel

By 

Ronald T. Pohl
Assistant City Attorney

LEASE

This Lease is made and entered into as of June 24, 1997 (the "Effective Date"), by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("Agency"), and Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation ("RSVP").

RECITALS:

WHEREAS, The Agency is the owner of certain real property at 1339 Post Avenue, located in the City of Torrance; and

WHEREAS, it is in the public interest that this property be leased to RSVP to serve its charitable purposes; and

WHEREAS, the property, including the land and building, will not be required for any public purposes during the life of this Lease.

AGREEMENT:

1. PREMISES

The City leases to RSVP that certain real property located at 1339 Post Avenue, Torrance, California, described in Exhibit "A."

2. TERM

The term of this Lease will be for a period of three years from the date of execution of this Lease. If RSVP holds over after the expiration of the term of this Lease, the tenancy will be on a month-to-month basis and otherwise in accordance with all the terms, covenants and conditions of this Lease.

3. RENT

A RSVP agrees to pay to the Agency as rent for the leased premises the sum of \$500 per month ("Minimum Monthly Rent"). If this Lease does not commence on the first day of a calendar month or end on the last day of a calendar month, RSVP will pay prorated rent for the first and last month, as the case may be, in the amount of 1/30th of the monthly rent times the number of days for which rent is being prorated.

RA97-003

COPY
Original

B. The rent will be adjusted annually in proportion to the percentage increase, if any, in the Consumer Price Index, All Urban Consumer (1982-4=100) for the Los Angeles-Anaheim-Riverside CSMA (the "Index") issued by the United States Bureau of Labor Statistics, Department of Labor, between the Index published for the month that occurs two months prior to the Effective Date (the "Base Index"), and the Index published for the same month of the year in which each adjustment to rent is to be made; provided that, in no event will the Minimum Monthly Rent be decreased as a result of the application of this paragraph

4. USE

The premises will be used for the purpose of providing offices for RSVP and for any other purpose or purposes necessary or proper to carry out the charitable purposes of RSVP as set forth in its Articles of Incorporation and Bylaws

5. COVENANT TO USE

RSVP agrees to manage, operate, and maintain the premises as a facility during the entire term of this Lease in accordance with the uses provided in Paragraph 4 above for the benefit of the people of the state of California and, in particular, the people of Torrance.

6. COMPLIANCE WITH LAW

RSVP agrees to comply with all ordinances, rules, laws or regulations of the City of Torrance and of any other governmental agency that are applicable to the premises or the operations of RSVP and the Redevelopment Plan.

7. NONDISCRIMINATION

RSVP agrees by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the condition that there will be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, religion, marital status, handicaps, age national origin or ancestry, in the leasing, subleasing, transferring, use or enjoyment of the premises; nor will RSVP itself or any person claiming under or through it establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises.

8 ALTERATIONS

RSVP may not make or permit any alterations or additions to the structural portions of any building on the premises or construct or erect any improvements on the premises without first obtaining the written consent of the Agency.

9. SURRENDER

At the expiration of the term of this Lease, RSVP must surrender the premises to the Agency in the same condition as received, reasonable wear and tear excepted, including, but not by way of limitation, any alterations, additions or improvements. Any alterations, additions or improvements will become a part of the premises and will remain for the benefit of the Agency. No portions of any buildings or structures may be removed from the premises or voluntarily destroyed or damaged without the prior written consent of the Agency.

10 MAINTENANCE

RSVP, at the sole cost and expense of RSVP, must maintain the premises and must keep the same in good and sanitary condition and normal repair. RSVP will not be required to replace plumbing fixtures or the air conditioning system.

11 UTILITIES

- A. RSVP agrees to pay before delinquency every charge, lien or expense accruing or payable during the term of this Lease in connection with the use of the premises, including, but not limited to, water, electricity, gas, telephone, refuse, and other utilities and services.
- B. Agency will determine which utility or utilities are passed by or through the Bartlett Center and will determine a monthly average for the charge or charges. City will then determine the ratio of square feet within Bartlett Center and the subject property and will apportion the utility or utilities charges accordingly. City will then charge RSVP 66.6 percent of the apportioned utility rate for so long as RSVP allows City of Torrance senior citizen organizations to share the property.

12. TAXES AND ENCUMBRANCES

RSVP agrees to pay before delinquency all taxes that may be levied against its interest in the premises or that become a lien against the premises or its interest during the term of this Lease.

13. LIABILITY

RSVP agrees that its taking possession of the premises will be an acceptance of the safety and condition of the premises. RSVP further agrees to hold the City, the City Council, and each member thereof, present and future, and every officer, employee and member of each board or commission and the Redevelopment Agency of the City of Torrance, and each member thereof, present and future, free and harmless from any and all liability and claim for damages by reason of any injury to any person or persons, including, but not limited to, RSVP, or property of any kind whatsoever and to whomever belonging, including, but not limited to RSVP, from any cause or causes whatsoever while in, upon, or in any way connected with the premises during the term of this Lease, or any renewal or extension, or any occupancy whatsoever.

14. INSURANCE

- A. RSVP must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
- (1) General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
 - (2) If RSVP hires employees, RSVP must provide its employees with worker's compensation insurance with limits as required by the State of California.
- B. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the general liability policy.
- C. RSVP must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- D. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

15. DESTRUCTION OR DAMAGE

If for any reason the building on the premises is destroyed or damaged beyond repair, then this Lease will terminate and RSVP will surrender the premises to the Agency. If, however, the damage to the building is repairable, as determined by the Agency, then the Lease will remain in full force and effect. If the damage

is deemed repairable, Agency will commence repair with due diligence, and if during the period of repair and restoration RSVP is prevented from using the full facilities as defined in this Lease, the rent will be apportioned accordingly.

16. ASSIGNMENT AND SUBLETTING

- A. RSVP may not assign or sublet this Lease or any interest therein or any part thereof without first obtaining the written consent of the Agency. The giving of consent will not be a waiver of any rights to object to further or future assignments or subleases. The consent to each successive assignment or sublease must be first obtained from the Agency.
- B. The appointment of a receiver to take possession of all or substantially all of the assets of RSVP or a general assignment by RSVP for the benefit of creditors or any action taken or suffered by RSVP under any insolvency or bankruptcy act will constitute a breach of this Lease by RSVP.
- C. RSVP agrees that it will provide space within the premises for the City of Torrance Focal Point Program, and that program will not be considered to be a sublease.

17. NOTICE

Whenever it is necessary for either party to serve notice on the other respecting this Lease, notice must be served by certified mail addressed to the City Clerk of the City of Torrance at 3031 Torrance Boulevard, Torrance, California 90503; or to Retired Senior Volunteers Program, 1339 Post Avenue, Torrance, CA 90501, unless and until different addresses may be furnished in writing by either party to the other. Notice will be deemed to have been served within 72 hours after the same has been deposited in a United States Post Office by certified mail, or immediately if personally served. This will be a valid and sufficient service of notice for all purposes.

18. DEFAULT

In the event RSVP makes any default in the performance of any of the provisions of this Lease on its part to be performed, and continues in default for ten days after written notice from the Agency specifying the particulars of the default, or if the default cannot be cured within ten days and RSVP fails to commence within ten days and thereafter diligently proceeds with the curing of the default, then the Agency may declare this Lease and all RSVP's rights to be forfeited and terminated, and may reenter and take and hold exclusive possession of the premises and remove all persons and property at the cost and risk of RSVP.

19. SIGNS

RSVP agrees that no signs or advertising material, other than any existing signs, may be erected or maintained upon the premises without the prior written consent of the Director of Building and Safety.

20. SUCCESSORS

Each and every term, covenant, and condition of this Lease will inure to the benefit of and will bind, as the case may be, not only the parties, but each and every one of the heirs, executors, administrators, successors, assigns and legal representatives of the parties; provided, however, that any subletting or assignment by RSVP of the whole or any part of the leased premises or any interest therein will be subject to the provisions of paragraph 16 of this Lease.

21. RIGHT OF ENTRY

The Agency reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem necessary to the proper enforcement of any of the covenants or conditions of this Lease.

22. INTEGRATION; AMENDMENT

This Lease represents the entire understanding of the Agency and RSVP as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Lease. The Lease may not be modified or altered except in writing signed by both parties.

23. EXHIBITS

All exhibits identified in this Lease are incorporated into the Lease by this reference.

24. SEVERABILITY

If any part of this Lease is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Lease will remain in full force and effect.

25. GOVERNING LAW; JURISDICTION

This Lease will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Lease will be in Los Angeles County, California.


26. AUTHORITY TO EXECUTE

The person executing this Lease on behalf of RSVP warrants that (i) RSVP is duly authorized and existing; (ii) they are duly authorized to execute this Lease on behalf of RSVP; (iii) by so-executing this Lease, RSVP is formally bound to the provisions of this Lease; and (iv) the entering into this Lease does not violate any provision of any other Lease to which RSVP is bound.


IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first written above.

REDEVELOPMENT AGENCY OF THE
CITY OF TORRANCE,
a body, public and politic, of the State of
California

Retired and Senior Volunteers Program
of South Bay,
a California nonprofit corporation



Dee Hardison, Mayor



Hope Witkowsky, Executive Director

ATTEST:

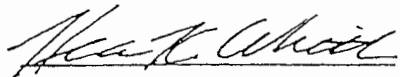


Sue Herbers, Clerk of the Redevelopment
Agency of the City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By



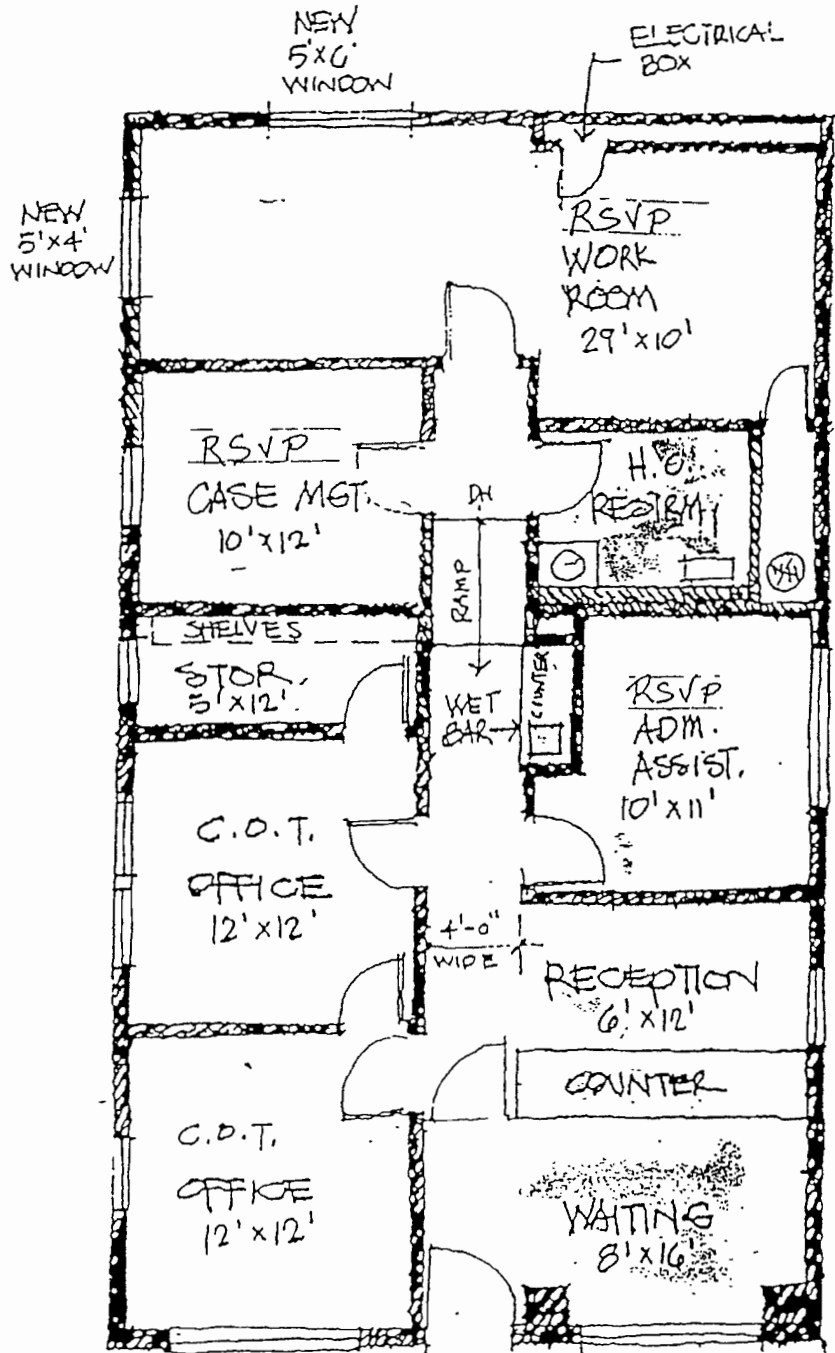
Heather K. Whitham
Deputy City Attorney

s:\data\law\word\rsvp.doc

To: LABEL WALL - FAX - 618-²⁷⁴5879

EXHIBIT "A"

FROM: LOK NG / BOA



ALLEY

= City of Torrance (focal point)

= RSVP

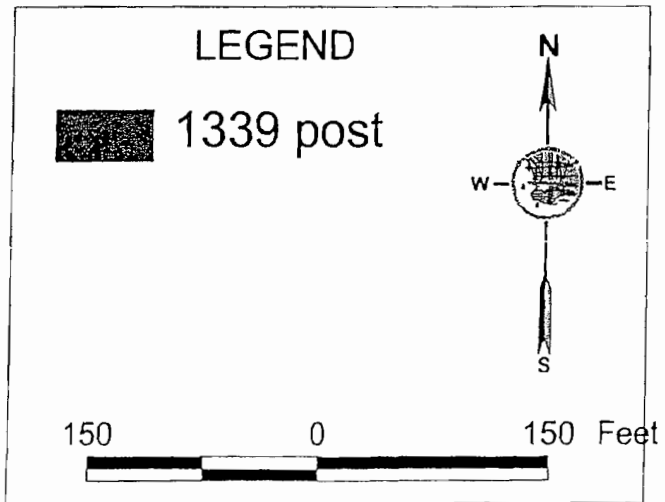
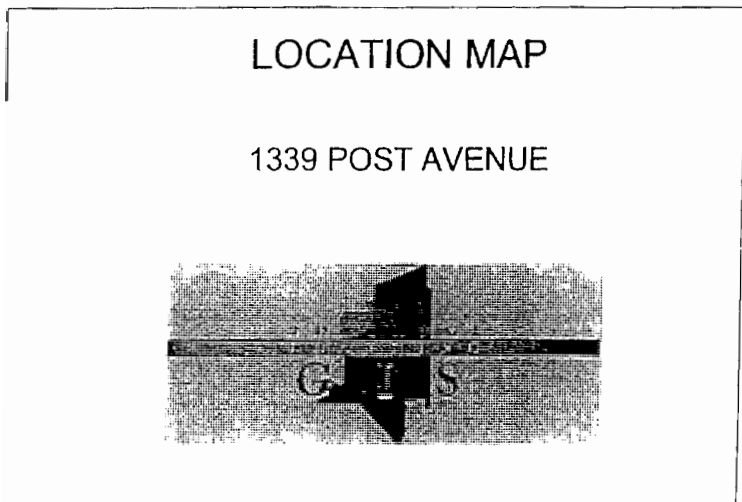
= Shared area



SCHEME A
SCALE: 1/8" = 1'-0"

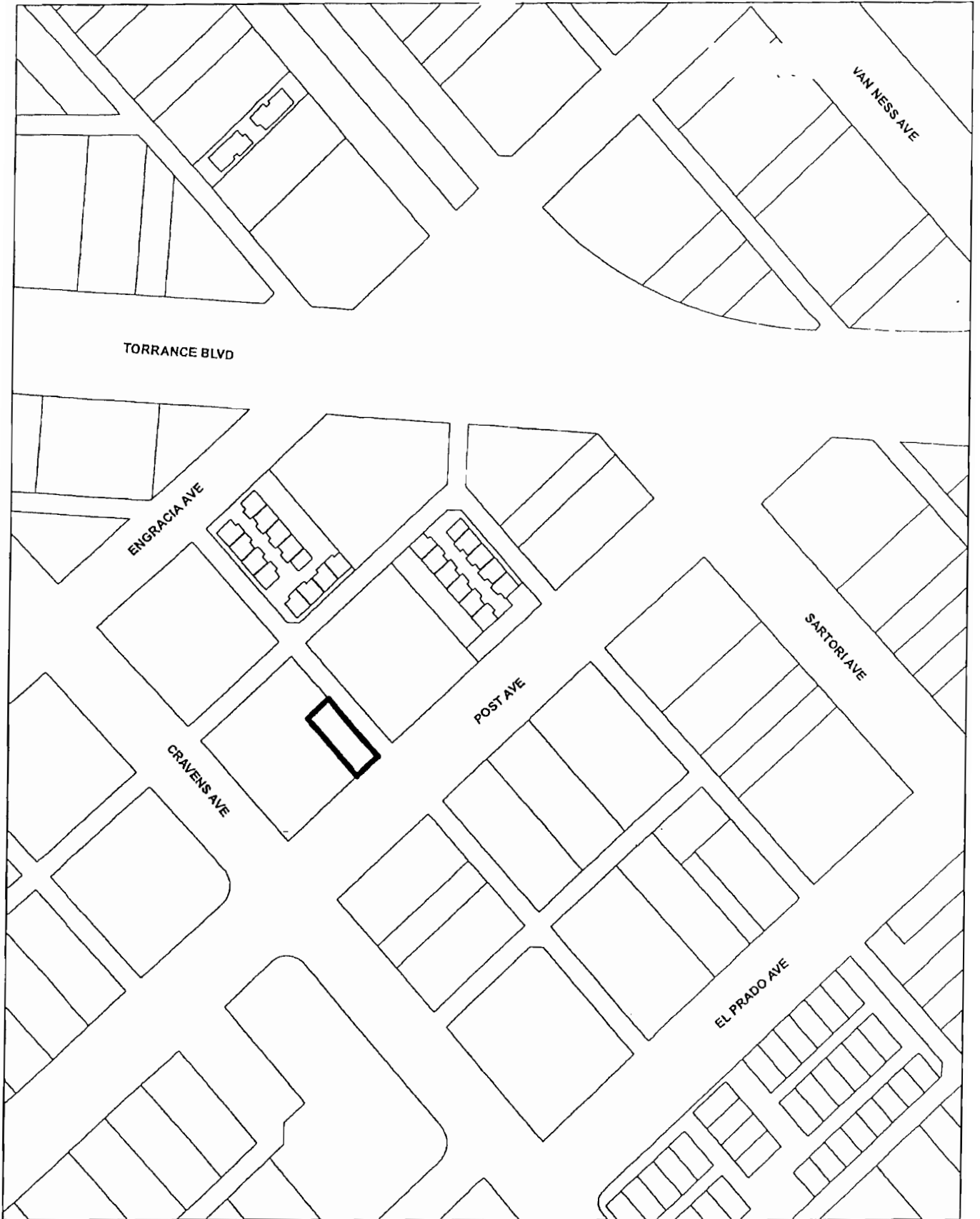
POST AVE

BARTLETT
ANNEX



Attachment D

**Supporting documentation for
1339 Post Ave.**



T:\MAGS\2011\Inventory of Redevelopment Properties.mxd

Lines and photos are approximate, not to be used for establishing absolute or relative positions



7355-026-903



A G E N D A

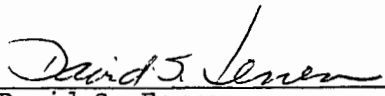
REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE

September 4, 1984

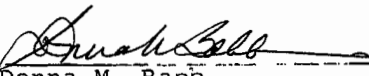
(Next Resolution No. RA 84-13)

At 5:30 P.M., or as soon thereafter as Council business can be disposed of, the City Council will take a recess without leaving their seats and meet as the Redevelopment Agency of the City of Torrance

1. Roll Call
2. Approval of Minutes - August 28, 1984
3. Communications and Other Business
 - a. Consideration of the Purchase of Property at 1339 Post Avenue from the Owner, Arlene Hamilton. LAND MANAGEMENT TEAM AND REDEVELOPMENT STAFF RECOMMEND ADOPTION OF THE ATTACHED RESOLUTION AUTHORIZING THE PURCHASE OF THE PROPERTY AND APPROPRIATION OF \$112,000.00 FOR THAT PURPOSE. (Companion with Council Item Entitled, "Consideration of a Resolution Advancing \$112,000.00 to the Redevelopment Agency for Purchase of Property at 1339 Post Avenue".)
4. HEARINGS - None
5. Report of the Director and Other Officers
6. Report of Committees
7. Oral Communications
8. Adjournment



David S. Ferren
Deputy Executive Director



Donna M. Babb
Clerk of the Agency

ROLL CALL: Applegate, Geissert, Mock, Nakano,
Walker, Wirth and Armstrong

/pe

Redevelopment Agency
September 4, 1984

August 30, 1984

Agency Meeting

September 4, 1984

AGENCY AGENDA ITEM 3a

COMPANION WITH COUNCIL ITEM

Honorable Chairman and Members of
the Torrance Redevelopment Agency
City Hall
Torrance, California

Members of the Agency:

SUBJECT: PURCHASE OF PROPERTY AT 1339 POST AVENUE

ABSTRACT

Consideration of the purchase of property at 1339 Post Avenue from the owner, Arlene Hamilton. The acquired property is to be used for expansion of adjacent senior citizen recreational facilities. Land Management Team and Redevelopment staff recommend adoption of the attached resolution authorizing the purchase of the property and appropriation of \$112,000.00 for that purpose.

BACKGROUND

City staff recently became aware of property for sale at 1339 Post Avenue, immediately adjacent to the City-owned Post Avenue Historical Museum (formerly the Post Avenue Library) and the Bartlett Senior Citizens Center. Subsequently, with Agency approval, staff approached the owner, Arlene Hamilton, with an offer to purchase the property for \$112,000.00 which has been accepted.

ANALYSIS

The Redevelopment Plan for the Downtown Redevelopment Project specifically authorizes the Agency to acquire property or facilities for a neighborhood and/or senior citizen recreation center. The property at 1339 Post Avenue is an ideal location for expansion of existing facilities at the Bartlett Center which are currently operating beyond capacity. The purchase of this property will give the City/Agency total control of the quarter block surrounded by Cravens and Post Avenues and the two mid-block alleyways (see attached map). It will also allow the City to utilize its facilities in a more efficient manner.

Funding for the acquisition is available from City General Fund Redevelopment Reserves which now stand at over \$950,000.00. The Agency will repay the General Fund from tax increment revenues generated by the Downtown Redevelopment Project.

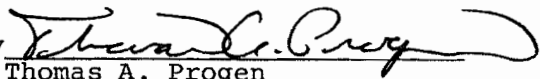
RECOMMENDATION

Land Management Team and Redevelopment staff recommend adoption of the attached resolution authorizing the acquisition of property located at 1339 Post Avenue and appropriating \$112,000.00 for said purpose.

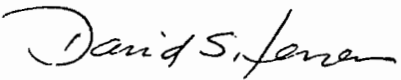
Respectfully submitted,


DAVID S. FERREN
Deputy Executive Director

By

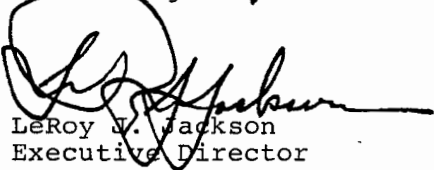

Thomas A. Progen
Planning Associate

CONCUR:


David S. Ferren
Deputy Executive Director


Gene Barnett
Parks and Recreation Director


Albert Ng
Land Management Team Officer


LeRoy W. Jackson
Executive Director

TAP:pe

Attachments:

1. Resolution
2. Location and Zoning Map

CITY MANAGER'S NOTE:

The City Manager and the Parks and Recreation Director are studying potential uses for the new Senior area. We will return with a space allocation plan in a timely manner.
LJJ/bt

RESOLUTION NO. RA 84-13

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE
CITY OF TORRANCE, CALIFORNIA, AUTHORIZING THE
ACQUISITION OF PROPERTY LOCATED AT 1339 POST
AVENUE AND APPROPRIATING \$112,000.00

WHEREAS, Arlene Hamilton is the owner of that certain property in the City of Torrance described as:

Northeast 30 feet of Lots 11 and 12 of
Block 9 of the Torrance Tract,

further identified as 1339 Post Avenue and hereinafter referred to as the "subject property"; and

WHEREAS, the Agency desires to purchase said land and buildings for purposes of the Downtown Redevelopment Project within the City of Torrance; and

WHEREAS, purchase of the subject property is an appropriate activity authorized by the Redevelopment Plan for the Downtown Torrance Redevelopment Project adopted by the City Council on July 10, 1979; and

WHEREAS, the Agency has had the subject property appraised and is satisfied that the purchase price negotiated with the owner is a fair price, commensurate with the current values of similar properties; and

WHEREAS, by provisions of the California Community Redevelopment Law (Health and Safety Code Sections 33000 et seq), the City Council may appropriate, and the Agency may accept, funds necessary for the administration and implementation of redevelopment projects; and

WHEREAS, by adoption of Resolution No. RA84-13, the City Council advanced the sum of \$112,000.00 to the Redevelopment Agency for the purchase of the subject property.

NOW, THEREFORE, THE REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE DOES HEREBY RESOLVE:

1. That it authorizes and directs the Chairman and Executive Director to execute and the Clerk to attest a purchase agreement with the owner, Arlene Hamilton, for the property described herein above at 1339 Post Avenue;
2. That the Chairman, Executive Director and Clerk are further authorized and directed to execute any other incidental forms or instruments necessary to secure the recording, processing of escrow or attestation of the grant deed to accomplish the purposes of this resolution;
3. That it finds and determines that the acquisition and use of the property will be of benefit to the Downtown Torrance Redevelopment Project;
4. That it appropriates \$112,000.00 to cover the cost of acquiring the subject property and directs that the project budget be amended accordingly; and

5. That the Agency agrees to repay \$112,000.00 to the City, plus interest accrued thereon at the average rate normally earned by the City, from tax increments or the sale of tax allocation bonds from the Downtown Torrance Redevelopment Project. If the Downtown Torrance Redevelopment Project fails to generate sufficient proceeds to make repayment, all or a portion of the funds owned will not be reimbursed to the City.

Introduced, approved and adopted this 4th day of September, 1984.

/s/ James R. Armstrong
Chairman of the Agency

/s/ LeRoy J. Jackson
Executive Director of the Agency

ATTEST:

/s/ Donna M. Babb
Clerk of the Agency

APPROVED AS TO FORM:

STANLEY E. REMELMEYER, Agency Counsel

By _____

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF TORRANCE)

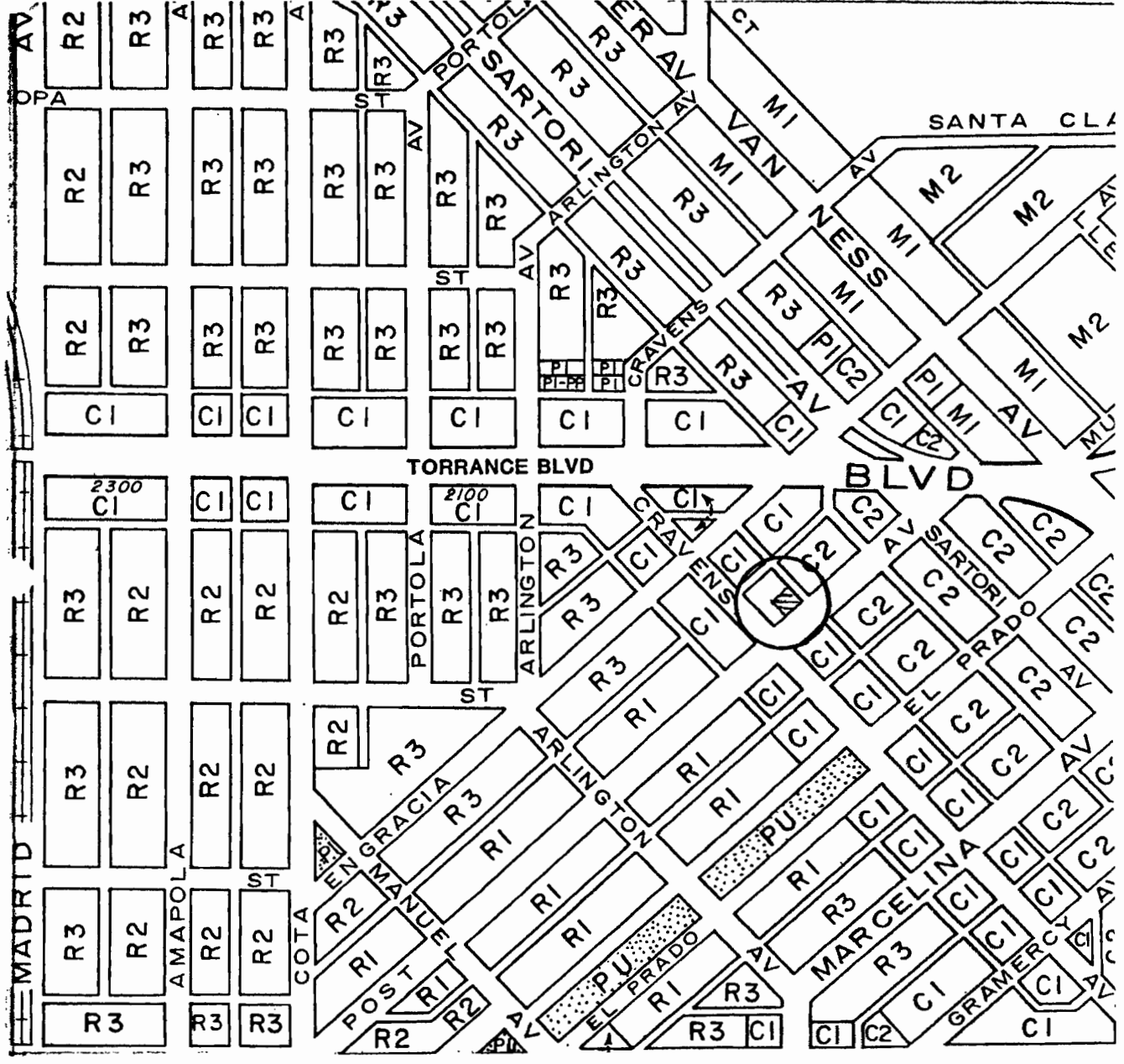
I, DONNA M. BABB, Clerk of the Redevelopment Agency of the City of Torrance, California, do hereby certify that the foregoing resolution was duly introduced, approved and adopted by the said Agency at a regular meeting of said Agency held on the 4th day of September, 19 84, by the following roll call vote:

AYES: MEMBERS: Applegate, Geissert, Mock, Nakano, Walker,
 Wirth and Armstrong.

NOES: MEMBERS: None.

ABSENT: MEMBERS: None.

/s/ Donna M. Babb
Clerk of the Redevelopment Agency
of the City of Torrance



LOCATION & ZONING MAP



scale 1" = 400'



Subject Site

September 4, 1984

Agency Meeting

September 4, 1984SUPPLEMENTAL MATERIAL
TO AGENCY AGENDA ITEM 3a

Honorable Chairman and Members of
the Torrance Redevelopment Agency
City Hall
Torrance, California

Members of the Agency:

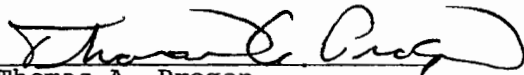
SUBJECT: PURCHASE OF PROPERTY AT 1339 POST AVENUE

Attached as Supplemental Material is an additional Location Map
depicting the subject property and the adjacent City-owned Library
and Bartlett Center.

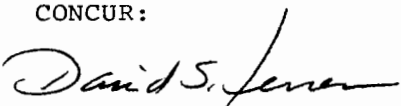
Respectfully submitted,

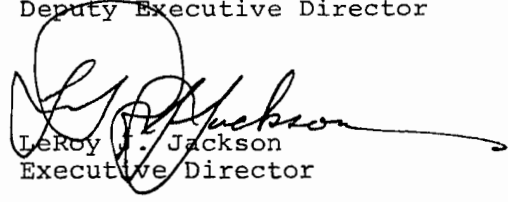
DAVID S. FERREN
Deputy Executive Director

By


Thomas A. Progen
Planning Associate

CONCUR:


David S. Ferren
Deputy Executive Director

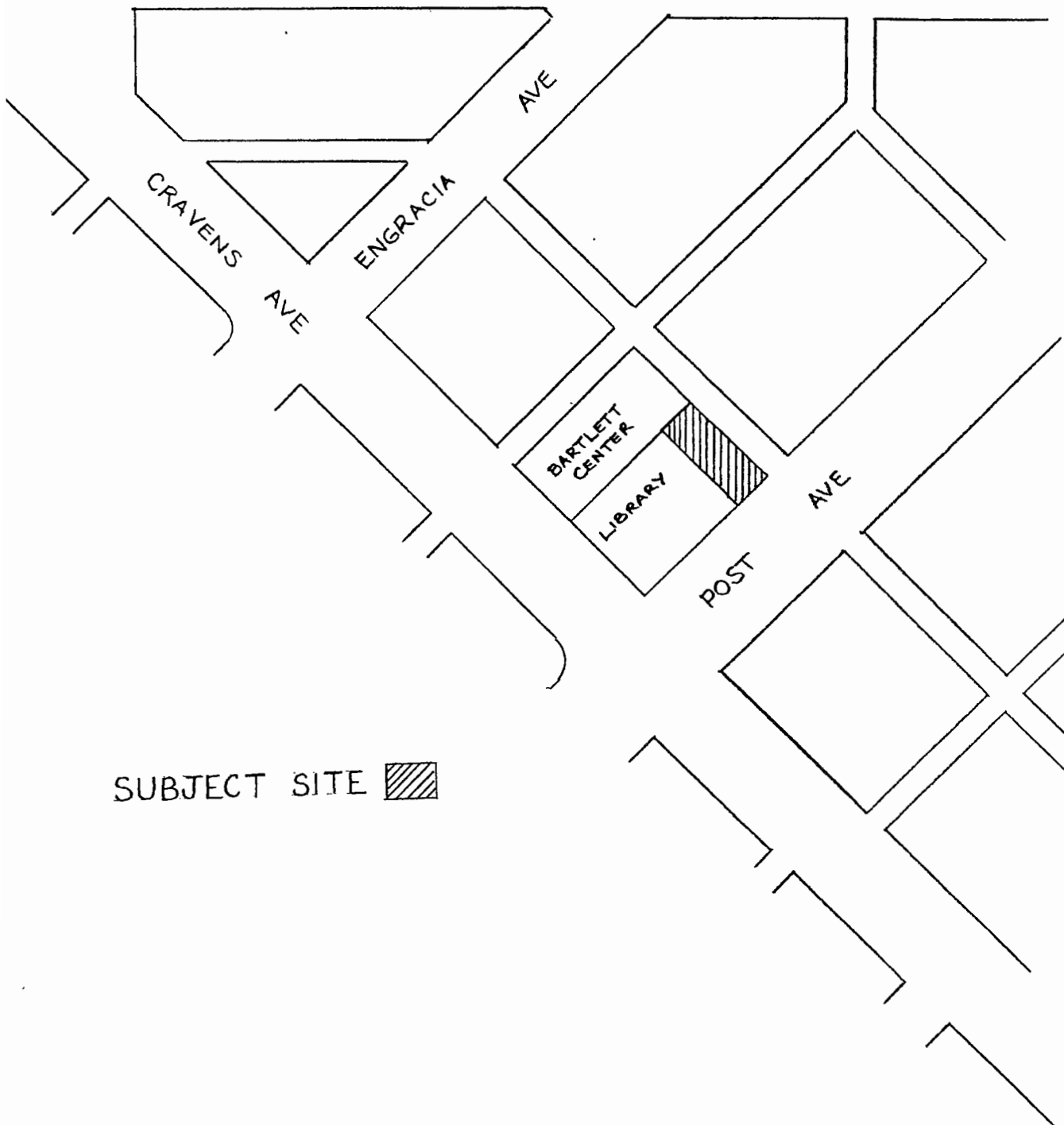

Leroy J. Jackson
Executive Director


SF:pe

Attachment: Location Map

SUPPLEMENTARY MATERIAL 3A

TORRANCE BLVD



SUBJECT SITE 

RECORDING REQUESTED

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

NAME The Redevelopment Agency of the City of Torrance
STREET ADDRESS 3031 Torrance Blvd., Torrance, Ca. 90503
CITY, STATE, ZIP Attention: Stanley Remelmeier City Attorney

RECORDED IN OFFICIAL RECORDS OF LOS ANGELES COUNTY, CA
OCT 3 1984 AT 8 A.M.
Recorder's Office
SPACE ABOVE THIS LINE FOR RECORDER'S USE

FREE 1 J

818 7512 - R. Mulledy

GRANT DEED

ALL X
PIN
7355-026 22

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX is \$ 123.20
[X] computed on full value of property conveyed, or
[] computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, 75
Arlene P. Hamilton, an unmarried woman

hereby GRANT(S) to
THE REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE
the following described real property in the City of Torrance
County of Los Angeles State of California:

The Northeasterly 30 feet of Lots 11 and 12, in Block 9 of the Torrance Tract, as per map recorded in Book 22 Pages 94 and 95 of Maps, in the office of the County Recorder of said County.

Dated September 25, 1984

Arlene P. Hamilton
Arlene P. Hamilton

STATE OF CALIFORNIA
COUNTY OF Los Angeles } s s
On October 1, 1984 before me, the undersigned, a Notary Public in and for said State, personally appeared Arlene P. Hamilton

personally know to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.
WITNESS my hand and official seal.

Signature Susan R. Mulledy



(This area for official notarial seal)

Title Order No. Escrow or Loan No.

DONNA BABB
CITY CLERK



CITY OF TORRANCE

3031 TORRANCE BOULEVARD, TORRANCE, CALIFORNIA
TELEPHONE (213) 328-5310 90503-2970

FILE NO: D-4853
DATE: October 25th 1984

Tax Division, Auditor-Controller
500 West Temple Street, Room 153
Los Angeles, California 90016

Attention: Tax Cancellation Section

Gentlemen:

The City of Torrance has acquired title to and requests cancellation of taxes on the property hereinafter described. This request and application for cancellation of taxes is made pursuant to Sections 4986 and amendments thereto of the Revenue and Taxation Code of California.

Please advise this office on the duplicate copy of this letter when cancellation has been completed.

Sincerely,

Donna M. Babb
Donna M. Babb, Deputy
City Clerk

LEGAL DESCRIPTION: See Attached

PURPOSE: Torrance Tract

HOW ACQUIRED: GRANT DEED

DATE: September 25, 1984

WHEN ACQUIRED: September 25, 1984

GRANTOR: Arlene P. Hamilton

RECORDED: October 3, 1984

ADDRESS:

CITY:

DOCUMENT NO: 84-1188204

TYPE OF TAXES: All current and delinquent

IMPROVEMENTS: None

Approval and consent to cancellation of taxes on property hereinabove described, as requested by the City of Torrance.

Stanley E. Remelmeier
STANLEY E. REMELMEYER, City Attorney

JUN 10 '85

The above request approved and cancellation completed. *with # 57183*
Authorization No. _____

Date Dec. 19, 1984
By *Helma Crossfield*

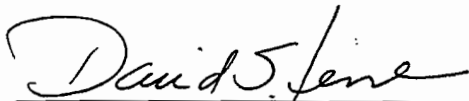
REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE

July 11, 1995

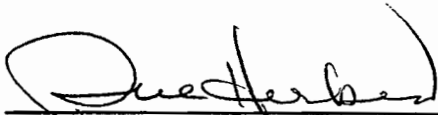
(Next Resolution No. 95-8)

At 7:00 p.m., or as soon thereafter as Council business can be disposed of, the City Council will take a recess without leaving their seats and meet as the Redevelopment Agency of the City of Torrance

1. Roll Call
2. Motion to Accept and File Report on Posting of Agenda
3. Approval of Minutes - June 27, 1995
4. Communications and Other Business
 - a. Rental of building at 1339 Post Avenue
5. Hearings - None
6. Report of the Director and Other Officers
7. Report of Committees
8. Addendum Matters
9. Oral Communications
10. Request for Executive Session
11. Adjournment



DAVID S. FERREN
Deputy Executive Director



SUE HERBERS
Clerk of the Agency

ROLL CALL: Cribbs, Lee, Messerlian, Nakano, O'Donnell,
Walker and Hardison

CITY HALL'S HOURS OF OPERATION ARE:

Monday through Thursday -- 7:30 a.m. to 5:30 p.m.

Friday -- will alternate with hours 7:30 a.m. to 5:30 p.m. one week, and closed the following week.

CITY HALL WILL BE CLOSED ON FRIDAY, JULY 21st

Redevelopment Agency
July 11, 1995

July 5, 1995

COUNCIL MEETING
July 11, 1995

Honorable Chairman and Members
of the Torrance Redevelopment Agency
City Hall
Torrance, California

Members of the Agency:

SUBJECT: Rental of Building at 1339 Post Avenue

ABSTRACT

The Land Management Team recommends the Redevelopment Agency approve the lease of the building located at 1339 Post Avenue to Older American Resources, Inc. (OAR), for a one-year term.

BACKGROUND

The Redevelopment Agency acquired the building at 1339 Post Avenue some years ago as part of the Redevelopment Project. It is adjacent to the Bartlett Senior Center. Neither the City nor the Agency use the building, and it is appropriate to lease it to an organization that will use it for matters related to senior citizens.

ANALYSIS

The building at 1339 Post Avenue is a small office of about 1500 square feet. The Older American Resources organization proposes to lease the building for use as an office. They will set aside, free of charge to the City, about one-third of the building for use by personnel of the City who work on the Focal Point Program.

Since OAR is a fledgling organization and dependent upon donations for income, they have asked that the rent be waived for the first six months to enable them to develop an income stream. OAR has a bank account with sufficient funds to pay the necessary deposits and utility charges for this period, however.

The terms of the lease provide for rent of \$500 per month (after the initial waiver period), and the utilities are billed by the City. The utilities are provided through the Bartlett Center, and

the lease calls for OAR to pay a share of the utilities based upon the comparative ratio of square footage of the building at 1339 Post Avenue to the Bartlett Center, with the building being one-tenth the size of Bartlett Center. In addition, the City will deduct one-third of that amount because OAR will provide, free of charge, about one-third of their space in the 1339 Post Avenue building to the Focal Point volunteers of the City. The lease provides for the usual terms requiring liability insurance, prior approval of any signs, month-to-month tenancy if OAR holds over after the expiration of the lease. OAR is required to maintain the building, and they shall not assign the lease without Agency permission.

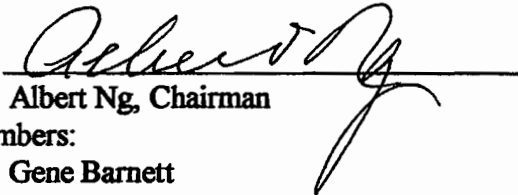
RECOMMENDATION

The Land Management Team recommends the Redevelopment Agency approve a one-year lease of the building at 1339 Post Avenue to Older American Resource, Inc., and authorize the Agency Chairman and the Agency Clerk to execute and attest the said lease on behalf of the Agency.

Respectfully submitted,

LAND MANAGEMENT TEAM

By

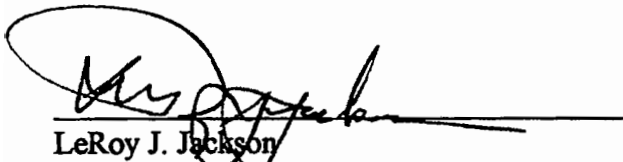


Albert Ng, Chairman

Members:

Gene Barnett
Dave Ferren
Mary Giordano

CONCUR:



LeRoy J. Jackson
Agency Executive Director

mew(P:\MSWOARLSE.htm)

Attachment: OAR Lease (limited distribution)

L E A S E

THIS LEASE is made and entered into in quadruplicate this ____ day of _____, 1995, by and between the REDEVELOPMENT AGENCY of the CITY OF TORRANCE, a body politic, hereinafter referred to as "Agency," and OLDER AMERICAN RESOURCES, INC., a California nonprofit corporation, referred to hereinafter as "OAR."

RECITALS:

WHEREAS, The agency is the owner of certain real property at 1339 Post Avenue, located in the City of Torrance; and

WHEREAS, it is in the public interest that this property be leased to OAR to serve its charitable purposes; and

WHEREAS, said property, including the land and building, will not be required for any public purposes during the life of this Lease.

AGREEMENT:

1. PREMISES

For and in consideration of the rents, covenants and conditions herein contained, the Agency does hereby lease to OAR the real property described in Exhibit "A" attached hereto.

2. TERM

The term of this Lease shall be for a period of one year from the date of execution of this Lease. If OAR shall hold over after the expiration of the term of this Lease, such tenancy shall be on a month-to-month basis and otherwise in accordance with all the terms, covenants and conditions of this Lease.

3. RENT

OAR agrees to pay to the Agency as rent for said leased premises the sum of Five Hundred Dollars (\$500) per month, commencing on the first day of the seventh (7th) month following the execution of this Lease and on the first day of each month thereafter during the term of this Lease.

4. USE

Said leased premises shall be used for the purpose of providing offices for OAR and for any other purpose or purposes necessary or proper to carry out the charitable purposes of OAR as set forth in its Articles of Incorporation and Bylaws.

5. COVENANT TO USE

OAR agrees to manage, operate, and maintain said leased premises as a facility during the entire term of this Lease in accordance with the uses provided in Paragraph 4 herein for the benefit of the people of the state of California and, in particular, the people of Torrance.

6. COMPLIANCE WITH LAW

OAR agrees to comply with all ordinances, rules, laws or regulations of the City of Torrance and of any other governmental agency that are applicable to said leased premises or the operations of OAR and the Redevelopment Plan.

7. NONDISCRIMINATION

OAR agrees by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, religion, marital status, handicaps, age national origin or ancestry, in the leasing, subleasing, transferring, use or enjoyment of the land herein leased; nor shall OAR itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land herein leased.

8. ALTERATIONS

OAR shall not make or permit any alterations or additions to the structural portions of any building on said leased premises or construct or erect any improvements on said leased premises without first obtaining the written consent of the Agency.

9. SURRENDER

At the expiration of the term of this Lease, OAR shall surrender said leased premises to the Agency in the same condition as received, reasonable wear and tear excepted, including, but not by way of limitation, any alterations, additions or improvements. Any alterations, additions or improvements shall become at once a part of said leased premises and shall remain for the benefit of the Agency. No portions of any buildings or structures thereon shall be removed from said leased premises or voluntarily destroyed or damaged without the prior written consent of the Agency.

10. MAINTENANCE

OAR, at the sole cost and expense of OAR, shall maintain said leased premises, including, but not limited to, the outside landscaping, and shall keep the same in good and sanitary condition and repair; provided, however, that the exterior of the premises, including landscaping, shall be in good repair and clean on the effective date of this Lease.

11. UTILITIES

A. OAR agrees to pay before delinquency every charge, lien or expense accruing or payable during the term of this Lease in connection with the use of said leased premises, including, but not limited to, water, electricity, gas, telephone, refuse, and other utilities and services.

B. Agency shall determine which utility or utilities are passed by or through the Bartlett Center and shall determine a monthly average for said charge or charges. City shall then determine the ratio of square feet within Bartlett Center and the subject property and shall apportion the utility or utilities charges accordingly. City shall then charge OAR 66.6 percent of the said apportioned utility rate for so long as OAR shall allow City of Torrance senior citizen organizations to share the subject property. Said utility charge or charges shall be adjusted annually (in the event OAR holds over) in proportion to the annual charge in the Consumer's Price Index, All Urban Consumers Los Angeles, Anaheim, Riverside, prepared by the United States Department of Labor, using prices prevailing during the years 1982-84 as a base of 100.

12. TAXES AND ENCUMBRANCES

OAR agrees to pay before delinquency all taxes that shall be levied against its interest in said leased premises or that become a lien against said leased premises or its interest therein during the term of this Lease.

13. LIABILITY

OAR agrees that its taking possession of the said leased premises shall be an acceptance of the safety and condition thereof. OAR further agrees to hold the City, the City Council, and each member thereof, and every officer, employee and member of each Board or Commission and the Redevelopment Agency of the City of Torrance, and each member thereof, free and harmless from any and all liability and claim for damages by reason of any injury to any person or persons, including, but not limited to, OAR, or property of any kind whatsoever and to whomsoever belonging, including, but not limited to OAR, from any cause or causes whatsoever while in, upon, or in any way connected with the said leased premises during the term of this Lease, or any renewal or extension thereof, or any occupancy thereunder.

14. INSURANCE

A. OAR agrees that at all times during the term of this Lease and any renewal or extension thereof, it will maintain in force an insurance policy or policies that will insure and indemnify OAR and the City of Torrance, the City Council and each member thereof, every officer, employee and member of any Board or Commission, and the Redevelopment Agency of the City of Torrance and each member thereof, against liability or financial loss resulting from:

Any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the City or Agency, in the amount of not less than \$1 million combined single limit for any injury to persons and/or damage to property in the form of insurance known as comprehensive general liability.

B. City and Agency as Additional Insured and Cancellation

The City of Torrance, the City Council and each member thereof, every officer and employee of the City of Torrance and each member of a Board or Commission of the City and the Redevelopment Agency of the City of Torrance and each member thereof, acting in the due course of his or her employment or in his or her official capacity, shall be named as an additional insured on said policy. Said policy shall be issued by an insurer rated in Best's Insurance Guide with a financial rating of Class V or equivalent. Said policy shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without the Agency having been given ten (10) days' prior written notice thereof by such carrier. OAR agrees that it will not cancel or reduce said insurance coverage.

C. Certificate

At all times during the term of this Lease and prior to taking possession of said leased premises, OAR shall maintain on file with the Clerk of the City of Torrance a certificate of the insurance carrier showing that the aforesaid insurance policy is in effect in the amount above provided and a copy of the insurance policy. Notwithstanding any other provisions to the contrary contained in this Lease, OAR shall not have the right to take or remain in possession of said leased premises until such certificate is filed with the City Clerk.

D. Failure to Provide

OAR agrees that if it does not keep the aforesaid insurance in full force and effect, the Agency may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be payable within ten (10) days after notice of said payment has been given by the Agency to OAR.

15. DESTRUCTION OR DAMAGE

If for any reason the building on said leased premises is destroyed or damaged beyond repair, then this Lease shall terminate and OAR shall surrender the premises to the Agency. If, however, the damage to said building is repairable, as determined by agency, then the Lease shall remain in full force and effect, subject, however, to the right of the Agency to terminate the Lease in accordance with the provisions of Paragraph 2 and the duty of OAR as provided in Paragraph 9. If the damage is deemed repairable, Agency will commence repair with due diligence, and if during such period of repair and restoration OAR is prevented from using the full facilities as defined in this Lease, the rent shall be apportioned accordingly.

16. ASSIGNMENT AND SUBLETTING

A. OAR shall not assign or sublet this Lease or any interest therein or any part thereof without first obtaining the written consent of the Agency, and the giving of such consent shall not be a waiver of any rights to object to further or future assignments or subleases, but the consent to each successive assignment or sublease must be first obtained in writing from the Agency.

B. The appointment of a receiver to take possession of all or substantially all of the assets of OAR or a general assignment by OAR for the benefit of creditors or any action taken or suffered by OAR under any insolvency or bankruptcy act shall constitute a breach of this Lease by OAR.

C. OAR agrees that it will provide space within the subject premises for the City of Torrance Focal Point Program, and such program shall not be considered to be a sublease.

17. NOTICE

Whenever it shall be necessary for either party to serve notice on the other respecting this Lease, such notice shall be served by certified mail addressed to the City Clerk of the City of Torrance at 3031 Torrance Boulevard, Torrance, California 90503; or to OLDER AMERICAN RESOURCES, 1339 Post Avenue, Torrance, CA 90501, unless and until different addresses may be furnished in writing by either party to the other. Such notice shall be deemed to have been served within 72 hours after the same has been deposited in a United States Post Office by certified mail, or immediately if personally served. This shall be a valid and sufficient service of notice for all purposes.

18. DEFAULT

In the event that OAR does not remedy any breach or default in the performance of any of the terms, covenants, or conditions of this Lease within thirty (30) days after written notice of such breach or default has been given by the Agency to OAR, the Agency shall have the right to reenter and repossess said leased premises without waiving any other rights or remedies provided by law.

19. SIGNS

OAR agrees that no signs or advertising material, other than any existing signs, may be erected or maintained upon said leased premises without the prior written consent of the Executive Director of the Agency or his designee (who shall be named).

20. SUCCESSORS

Each and every term, covenant, and condition of this Lease shall inure to the benefit of and shall bind, as the case may be, not only the parties hereto, but each and every one of the heirs, executors, administrators, successors, assigns and legal representatives of the parties hereto; provided, however, that any subletting or assignment by OAR of the whole or any part of the leased premises or any interest therein shall be subject to the provisions of paragraph 15 of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first written above.

REDEVELOPMENT AGENCY OF THE
CITY OF TORRANCE

By _____
Chairman

OLDER AMERICAN RESOURCES, INC.

By _____

ATTEST:

Sue Herbers, Agency Clerk

APPROVED AS TO FORM:

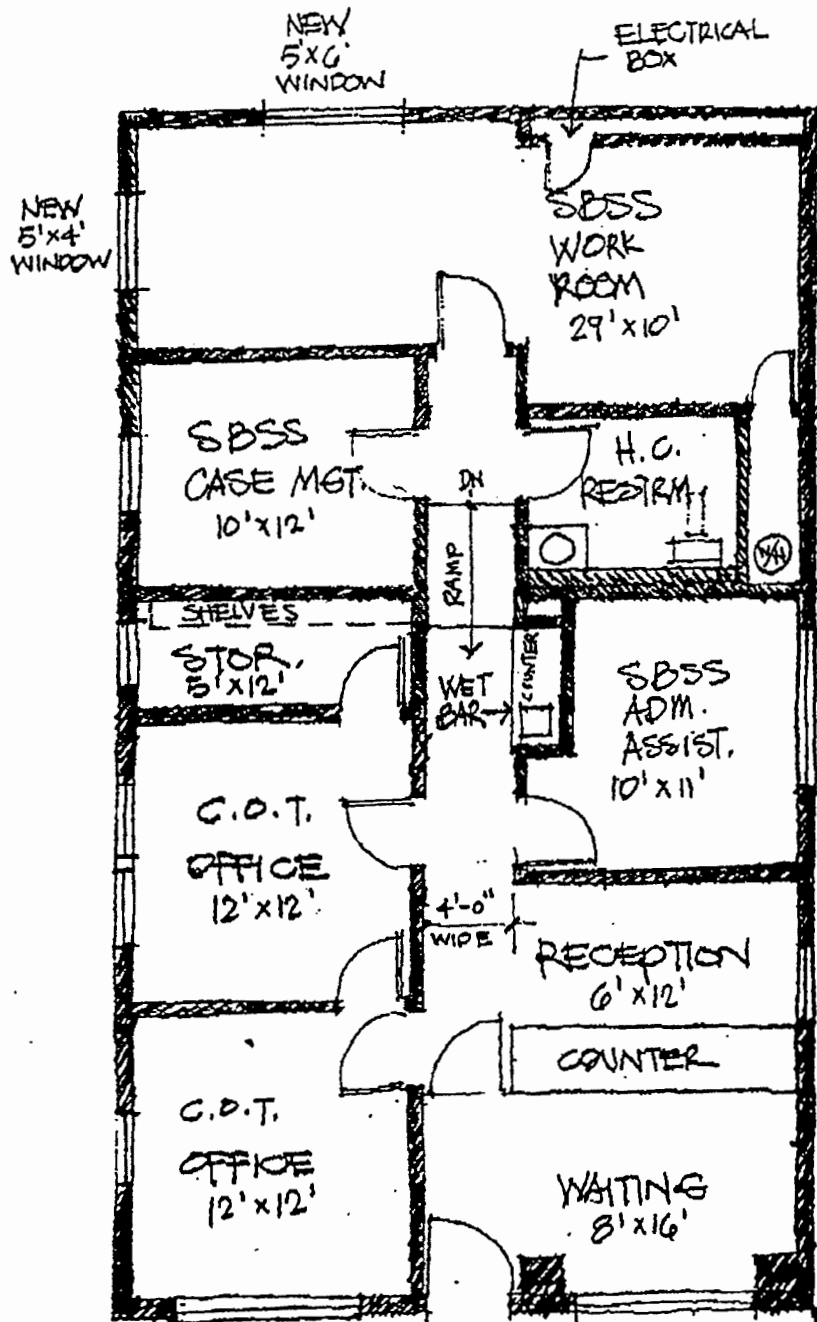
JOHN L. FELLOWS III
Agency Counsel

By _____
William G. Quale
Assistant Agency Counsel

mew(OAR.lsc)

TO: LAEL WALZ - FAX - 618.5879

FROM: LOK NO/BOA



ALLEY



SCHEME A
SCALE: 1/8" = 1'-0"

BART. LETT
ANNEX
20 12 51

POST AVE

REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE**February 20, 1996****(Next Resolution No. RA96-01)**

At 7:00 p.m., or as soon thereafter as Council business can be disposed of, the City Council will take a recess without leaving their seats and meet as the Redevelopment Agency of the City of Torrance.

1. Roll Call
2. Motion to Accept & File Report on Posting of Agenda
3. Approval of Minutes - February 13, 1996
4. Communication and Other Business
 - A. Recommendation of the Land Management Team that the lease of 1339 Post Avenue to Older American Resources Inc., be assigned to Retired and Senior Volunteer Program of the South Bay.
5. Hearings - None
6. Report of the Director and other Officers
7. Report of Committee
8. Addendum Matters
9. Oral Communications
10. Request for Executive Session - None

Redevelopment Agency Meeting
July 12, 1988

Honorable Chairwoman and Members
of the Redevelopment Agency
Torrance, California

Members of the Agency:

SUBJECT: GRANT OF EASEMENT TO SOUTHERN CALIFORNIA EDISON
COMPANY ON REDEVELOPMENT AGENCY PROPERTY IN
LOTS 11 AND 12, BLOCK 9, TORRANCE TRACT

ABSTRACT

An easement to provide electrical service to the Bartlett Senior Center building is requested by the Southern California Edison Company.

It is recommended that the attached resolution granting the subject easement be adopted.

BACKGROUND AND ANALYSIS


An underground transformer and conduits to provide electrical service are proposed to be located on Agency property adjacent to the Bartlett Senior Center building site. Southern California Edison Company requires that easements be granted by the Agency for electrical facilities on Agency property. The easement description has been reviewed and found to be acceptable.

RECOMMENDATION

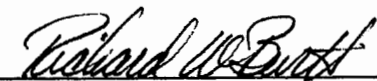
The Engineering Department recommends that the attached resolution authorizing the Chairwoman and the Executive Director to execute and the Clerk of the Agency to attest the easement document be approved and adopted.


Respectfully submitted,

RICHARD W. BURTT
City Engineer

By 
JOHN CLARK, JR.
C. E. Associate

CONCUR:


Richard W. Burt
City Engineer


DeRoy J. Jackson
Executive Director of the Agency

Attachments: Resolution
Grant of Easement
Sketch

3 A

RESOLUTION NO. RA88-

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, CALIFORNIA, AUTHORIZING THE EXECUTION OF AN EASEMENT DEED TO SOUTHERN CALIFORNIA EDISON COMPANY FOR UNDERGROUND ELECTRICAL SYSTEMS AND APPURTENANCES

WHEREAS, the Bartlett Senior Center building requires the installation of underground electrical facilities on Agency-owned property adjacent to the building; and

WHEREAS, it is necessary that an easement be granted to the Southern California Edison Company to construct, operate, and maintain underground electrical supply systems and appurtenant facilities on Agency property in Lots 11 and 12, Block 9, Torrance Tract.

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE that the Chairwoman and Executive Director are hereby authorized and directed to execute and Clerk of the Agency to attest the grant of Easement to Southern California Edison Company, a copy of which is attached hereto and made a part hereof.

INTRODUCED, APPROVED, AND ADOPTED this _____ day of _____, 1988.

Chairwoman of the Agency

Executive Director of the Agency

ATTEST:

Clerk of the Agency

APPROVED AS TO FORM:
Stanley E. Remelmeyer, Agency Counsel

By: _____

RECORDING REQUESTED BY

SCED Southern California Edison Company

WHEN RECORDED MAIL TO

SCED Southern California Edison Company
REAL PROPERTIES AND ADMINISTRATION
P. O. BOX 2217
FULLERTON, CALIFORNIA 92633

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RW202 REV 5/84 5684d
GRANT OF EASEMENT
CITY OF TORRANCE (Corporation)

DISTRICT SOUTH BAY	WORK ORDER 6644-2083	IDENTITY 8-2038	MAP SIZE 47-83SE
PIN APN 7355-026-903		Approved Real Properties Department	BY JMT:md
			DATE 5/9/88

THE REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of LOS ANGELES, State of California, described as follows:

The northwesterly 1 foot of the southwesterly 9 feet of the northeasterly 30 feet of Lot 11; the northwesterly 6 feet of the southeasterly 7 feet of the northeasterly 21 feet and the southeasterly 14 feet of the southwesterly 9 feet of the northeasterly 30 feet of Lot 12, in Block 9, of the Torrance Tract, as per map recorded in Book 22, pages 94 and 95 of Maps, in the Office of the Recorder of said County.

The Grantor agrees for itself, its successors and assigns not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor(s), the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this _____ day of _____, 19__

THE REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE

By _____
Chairwoman of the Redevelopment Agency
of the City of Torrance
By _____
Clerk of the Redevelopment Agency
of the City of Torrance

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, a Notary Public in and for said State, personally appeared _____, and _____, known to me (or proved to me on the basis of satisfactory evidence) to be the CHAIRWOMAN and CLERK, respectively, of the Redevelopment Agency of the city of TORRANCE, that executed the within instrument and acknowledged to me that they executed the same on behalf of the Redevelopment Agency.

WITNESS my hand and official seal.

DOCUMENT NOT RECORDED FOR FILING IN THIS OFFICE
CONSIDERATION LESS THAN \$100.00
BIG OF DECLARANT OR AGENT DETERMINING TAX
SO. CALIF. EDISON CO.
FIRM NAME

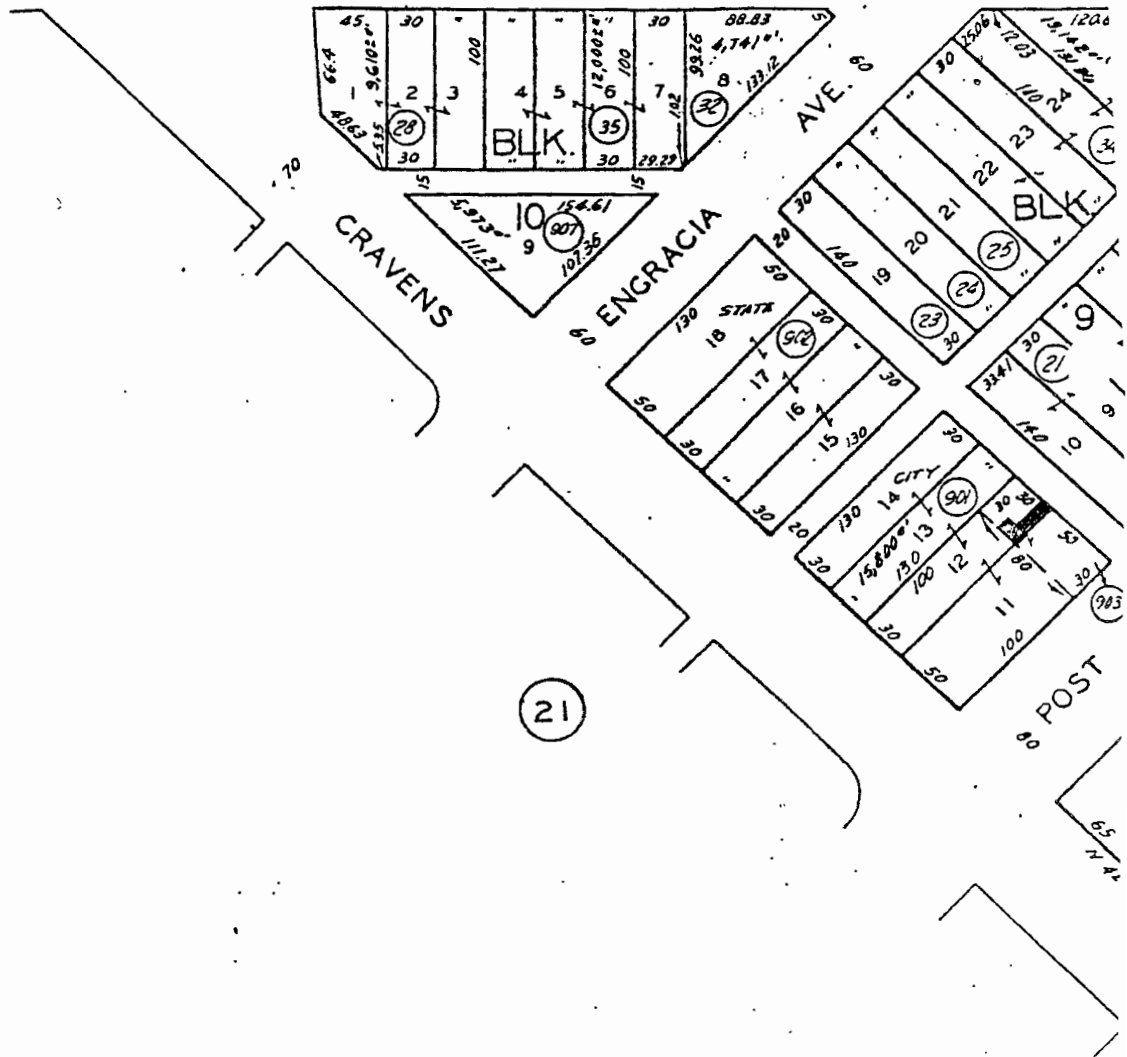
55
26
1" = 100'

CRAVENS AVE.

1987

BK.
7354

100 TORRANCE BLVD. 100



CODE
9333.

TORRANCE TRACT

M.B. 22-94-95

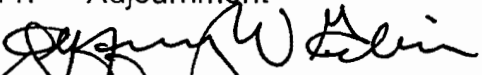
FOR PREV. ASSMT SEE:
812-18

REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE

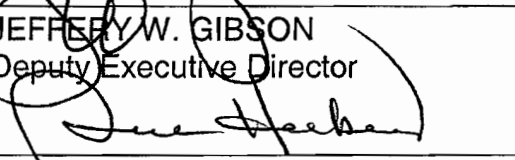
August 26, 2003

At 5:30 p.m., or as soon thereafter as Council business can be disposed of, the City Council will take a recess without leaving their seats and meet as the Redevelopment Agency of the City of Torrance.

1. Roll Call
2. Motion to Accept & File Report on Posting of Agenda
3. Approval of Minutes: August 19, 2003
4. Communications and Other Business:
 - a. Redevelopment Staff recommends that the Redevelopment Agency set the Meadow Park Parking Estimated Lot Maintenance Fee for Fiscal Year 2003-2004 at \$1.59 per space per month to cover the cost of maintenance of the parking lot and direct staff to bill the appropriate property owners.
 - b. A recommendation of the Land Management Team that the Redevelopment Agency authorize the Chair of the Redevelopment Agency to Execute and the Agency Clerk to Attest to a Second Amendment to a Lease by and between the Torrance Redevelopment Agency and Retired Senior Volunteers Program (RSVP) of South Bay for utilization of space within the building located at 1339 Post Avenue for an additional three years.
5. Hearings: None
6. Report of the Director and Other Officers
7. Report of Committees
8. Addendum Matters
9. Oral Communications
10. Request for Executive Session: None
11. Adjournment



JEFFERY W. GIBSON
Deputy Executive Director



SUE HERBERS
Clerk of the Agency

ROLL CALL: Lieu, Mauno, McIntyre, Nowatka, Scotto, Witkowsky and Walker

Redevelopment Agency
August 26, 2003

Council Meeting of
August 26, 2003

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Lease Extension 1339 Post Avenue

RECOMMENDATION

A recommendation of the Land Management Team that the Redevelopment Agency authorize the Chair of the Redevelopment Agency to Execute and the Agency Clerk to Attest to a Second Amendment to a Lease by and between the Torrance Redevelopment Agency and Retired Senior Volunteers Program (RSVP) of South Bay for utilization of space within the building located at 1339 Post Avenue for an additional three years.

FUNDING

There is no funding required for this action.

BACKGROUND/ANALYSIS

The Agency and RSVP entered into a three-year lease in June 1997. The Agency amended that Lease in 2000, which extended the term an additional three years, that extension expired in June 2003. RSVP has requested an extension of an additional three years so that they may continue to operate in the Downtown Torrance area and provide programs for Seniors. Execution of the attached amendment will extend the lease for three years from the original termination date of June 24, 2003.

All other terms and conditions of the original lease will remain in force.

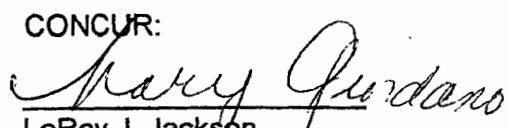
Respectfully submitted,

LeROY J. JACKSON

By: 

Brian K. Sunshine
Assistant to the Executive Director

CONCUR:


LeRoy J. Jackson
Executive Director

Attachments:

- A. Second Amendment to Lease
- B. Lease Amendment
- C. Lease
- D. Location Map

SECOND AMENDMENT TO LEASE

This Amendment to Lease is made and entered into as of June 25, 2003, by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("Agency"), and Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation ("RSVP").

RECITALS:

- A. The Agency is the owner of certain real property at 1339 Post Avenue, located in the City of Torrance; and
- B. It is in the public interest that this property be leased to RSVP to serve its charitable purposes; and
- C. The property, including the land and building, will not be required for any public purposes during the life of this Amendment to Lease.
- D. Agency and RSVP entered into a Lease on June 24, 1997 which terminated on June 24, 2000.
- E. Agency and RSVP extended the original lease by Amendment to June 24, 2003.
- F. The Parties now wish to extend the Lease for a period of three (3) years after termination of the extension which ended June 24, 2003.

AGREEMENT:

1. Paragraph 2 of the Lease is amended to read in its entirety as follows:

"The term of this Amendment to Lease will be for a period of three years from June 24, 2003. If RSVP holds over after the expiration of the term of this Amendment to Lease, the tenancy will be on a month-to-month basis and otherwise in accordance with all the terms, covenants and conditions of this Lease."
2. In all other respects the Lease dated June 24, 1997 between Agency and RSVP is ratified and reaffirmed and is in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first written above.

REDEVELOPMENT AGENCY OF THE
CITY OF TORRANCE,
a body, public and politic, of the State of
California

Retired and Senior Volunteers Program
of South Bay,
a California nonprofit corporation

Dan Walker, Mayor

Robert Van Lingen, President

ATTEST:

Sue Herbers, Clerk of the Redevelopment
Agency of the City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III
Agency Counsel

By

Ronald T. Pohl
Assistant Agency Attorney

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered into as of 3/14/2000, 2000, by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("Agency"), and Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation ("RSVP").

RECITALS:

- A. The Agency is the owner of certain real property at 1339 Post Avenue, located in the City of Torrance; and
- B. It is in the public interest that this property be leased to RSVP to serve its charitable purposes; and
- C. The property, including the land and building, will not be required for any public purposes during the life of this Amendment to Lease.
- D. Agency and RSVP entered into a Lease on June 24, 1997 which is scheduled to terminate on June 24, 2000.
- E. The Parties now wish to extend the Lease for a period of three (3) years after the original termination date.

HA97-005

AGREEMENT:

1. Paragraph 2 of the Lease is amended to read in its entirety as follows:

"The term of this Amendment to Lease will be for a period of three years from June 24, 2000. If RSVP holds over after the expiration of the term of this Amendment to Lease, the tenancy will be on a month-to-month basis and otherwise in accordance with all the terms, covenants and conditions of this Lease."

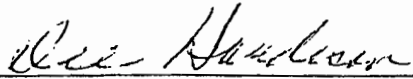
2. In all other respects the Lease dated June 24, 1997 between Agency and RSVP is ratified and reaffirmed and is in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first written above.

ORIGINAL COPY

REDEVELOPMENT AGENCY OF THE
CITY OF TORRANCE,
a body, public and politic, of the State of
California

Retired and Senior Volunteers Program
of South Bay,
a California nonprofit corporation

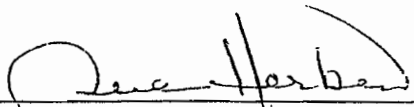


Dee Hardison, Mayor



Executive Director

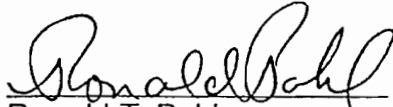
ATTEST:



Sue Herbers, Clerk of the Redevelopment
Agency of the City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III
Agency Counsel

By 

Ronald T. Pohl
Assistant City Attorney

L E A S E

This Lease is made and entered into as of June 27, 1997 (the "Effective Date"), by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("Agency"), and Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation ("RSVP").

RECITALS:

WHEREAS, The Agency is the owner of certain real property at 1339 Post Avenue, located in the City of Torrance; and

WHEREAS, it is in the public interest that this property be leased to RSVP to serve its charitable purposes; and

WHEREAS, the property, including the land and building, will not be required for any public purposes during the life of this Lease.

AGREEMENT:

1. PREMISES

The City leases to RSVP that certain real property located at 1339 Post Avenue, Torrance, California, described in Exhibit "A."

2. TERM

The term of this Lease will be for a period of three years from the date of execution of this Lease. If RSVP holds over after the expiration of the term of this Lease, the tenancy will be on a month-to-month basis and otherwise in accordance with all the terms, covenants and conditions of this Lease.

3. RENT

- A. RSVP agrees to pay to the Agency as rent for the leased premises the sum of \$500 per month ("Minimum Monthly Rent"). If this Lease does not commence on the first day of a calendar month or end on the last day of a calendar month, RSVP will pay prorated rent for the first and last month, as the case may be, in the amount of 1/30th of the monthly rent times the number of days for which rent is being prorated.

RA 97-003

COPY
Original

B. The rent will be adjusted annually in proportion to the percentage increase, if any, in the Consumer Price Index, All Urban Consumer (1982-4=100) for the Los Angeles-Anaheim-Riverside CSMA (the "Index") issued by the United States Bureau of Labor Statistics, Department of Labor, between the Index published for the month that occurs two months prior to the Effective Date (the "Base Index"), and the Index published for the same month of the year in which each adjustment to rent is to be made; provided that, in no event will the Minimum Monthly Rent be decreased as a result of the application of this paragraph.

4. USE

The premises will be used for the purpose of providing offices for RSVP and for any other purpose or purposes necessary or proper to carry out the charitable purposes of RSVP as set forth in its Articles of Incorporation and Bylaws.

5. COVENANT TO USE

RSVP agrees to manage, operate, and maintain the premises as a facility during the entire term of this Lease in accordance with the uses provided in Paragraph 4 above for the benefit of the people of the state of California and, in particular, the people of Torrance.

6. COMPLIANCE WITH LAW

RSVP agrees to comply with all ordinances, rules, laws or regulations of the City of Torrance and of any other governmental agency that are applicable to the premises or the operations of RSVP and the Redevelopment Plan.

7. NONDISCRIMINATION

RSVP agrees by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the condition that there will be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, religion, marital status, handicaps, age national origin or ancestry, in the leasing, subleasing, transferring, use or enjoyment of the premises; nor will RSVP itself or any person claiming under or through it establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises.

8. ALTERATIONS

RSVP may not make or permit any alterations or additions to the structural portions of any building on the premises or construct or erect any improvements on the premises without first obtaining the written consent of the Agency.

9. SURRENDER

At the expiration of the term of this Lease, RSVP must surrender the premises to the Agency in the same condition as received, reasonable wear and tear excepted, including, but not by way of limitation, any alterations, additions or improvements. Any alterations, additions or improvements will become a part of the premises and will remain for the benefit of the Agency. No portions of any buildings or structures may be removed from the premises or voluntarily destroyed or damaged without the prior written consent of the Agency.

10. MAINTENANCE

RSVP, at the sole cost and expense of RSVP, must maintain the premises and must keep the same in good and sanitary condition and normal repair. RSVP will not be required to replace plumbing fixtures or the air conditioning system.

11. UTILITIES

- A. RSVP agrees to pay before delinquency every charge, lien or expense accruing or payable during the term of this Lease in connection with the use of the premises, including, but not limited to, water, electricity, gas, telephone, refuse, and other utilities and services.
- B. Agency will determine which utility or utilities are passed by or through the Bartlett Center and will determine a monthly average for the charge or charges. City will then determine the ratio of square feet within Bartlett Center and the subject property and will apportion the utility or utilities charges accordingly. City will then charge RSVP 66.6 percent of the apportioned utility rate for so long as RSVP allows City of Torrance senior citizen organizations to share the property.

12. TAXES AND ENCUMBRANCES

RSVP agrees to pay before delinquency all taxes that may be levied against its interest in the premises or that become a lien against the premises or its interest during the term of this Lease.

13. LIABILITY

RSVP agrees that its taking possession of the premises will be an acceptance of the safety and condition of the premises. RSVP further agrees to hold the City, the City Council, and each member thereof, present and future, and every officer, employee and member of each board or commission and the Redevelopment Agency of the City of Torrance, and each member thereof, present and future, free and harmless from any and all liability and claim for damages by reason of any injury to any person or persons, including, but not limited to, RSVP, or property of any kind whatsoever and to whomever belonging, including, but not limited to RSVP, from any cause or causes whatsoever while in, upon, or in any way connected with the premises during the term of this Lease, or any renewal or extension, or any occupancy whatsoever.

14. INSURANCE

- A. RSVP must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
- (1) General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
 - (2) If RSVP hires employees, RSVP must provide its employees with worker's compensation insurance with limits as required by the State of California.
- B. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the general liability policy.
- C. RSVP must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- D. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

15. DESTRUCTION OR DAMAGE

If for any reason the building on the premises is destroyed or damaged beyond repair, then this Lease will terminate and RSVP will surrender the premises to the Agency. If, however, the damage to the building is repairable, as determined by the Agency, then the Lease will remain in full force and effect. If the damage

is deemed repairable, Agency will commence repair with due diligence, and if during the period of repair and restoration RSVP is prevented from using the full facilities as defined in this Lease, the rent will be apportioned accordingly.

16. ASSIGNMENT AND SUBLETTING

- A. RSVP may not assign or sublet this Lease or any interest therein or any part thereof without first obtaining the written consent of the Agency. The giving of consent will not be a waiver of any rights to object to further or future assignments or subleases. The consent to each successive assignment or sublease must be first obtained from the Agency.
- B. The appointment of a receiver to take possession of all or substantially all of the assets of RSVP or a general assignment by RSVP for the benefit of creditors or any action taken or suffered by RSVP under any insolvency or bankruptcy act will constitute a breach of this Lease by RSVP.
- C. RSVP agrees that it will provide space within the premises for the City of Torrance Focal Point Program, and that program will not be considered to be a sublease.

17. NOTICE

Whenever it is necessary for either party to serve notice on the other respecting this Lease, notice must be served by certified mail addressed to the City Clerk of the City of Torrance at 3031 Torrance Boulevard, Torrance, California 90503; or to Retired Senior Volunteers Program, 1339 Post Avenue, Torrance, CA 90501, unless and until different addresses may be furnished in writing by either party to the other. Notice will be deemed to have been served within 72 hours after the same has been deposited in a United States Post Office by certified mail, or immediately if personally served. This will be a valid and sufficient service of notice for all purposes.

18. DEFAULT

In the event RSVP makes any default in the performance of any of the provisions of this Lease on its part to be performed, and continues in default for ten days after written notice from the Agency specifying the particulars of the default, or if the default cannot be cured within ten days and RSVP fails to commence within ten days and thereafter diligently proceeds with the curing of the default, then the Agency may declare this Lease and all RSVP's rights to be forfeited and terminated, and may reenter and take and hold exclusive possession of the premises and remove all persons and property at the cost and risk of RSVP.

19. SIGNS

RSVP agrees that no signs or advertising material, other than any existing signs, may be erected or maintained upon the premises without the prior written consent of the Director of Building and Safety.

20. SUCCESSORS

Each and every term, covenant, and condition of this Lease will inure to the benefit of and will bind, as the case may be, not only the parties, but each and every one of the heirs, executors, administrators, successors, assigns and legal representatives of the parties; provided, however, that any subletting, or assignment by RSVP of the whole or any part of the leased premises or any interest therein will be subject to the provisions of paragraph 16 of this Lease.

21. RIGHT OF ENTRY

The Agency reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem necessary to the proper enforcement of any of the covenants or conditions of this Lease.

22. INTEGRATION: AMENDMENT

This Lease represents the entire understanding of the Agency and RSVP as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Lease. The Lease may not be modified or altered except in writing signed by both parties.

23. EXHIBITS

All exhibits identified in this Lease are incorporated into the Lease by this reference.

24. SEVERABILITY

If any part of this Lease is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Lease will remain in full force and effect.

25. GOVERNING LAW; JURISDICTION

This Lease will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Lease will be in Los Angeles County, California.

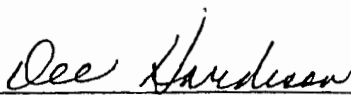
26. AUTHORITY TO EXECUTE

The person executing this Lease on behalf of RSVP warrants that (i) RSVP is duly authorized and existing; (ii) they are duly authorized to execute this Lease on behalf of RSVP; (iii) by so executing this Lease, RSVP is formally bound to the provisions of this Lease; and (iv) the entering into this Lease does not violate any provision of any other Lease to which RSVP is bound.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first written above.

REDEVELOPMENT AGENCY OF THE
CITY OF TORRANCE,
a body, public and politic, of the State of
California

Retired and Senior Volunteers Program
of South Bay,
a California nonprofit corporation

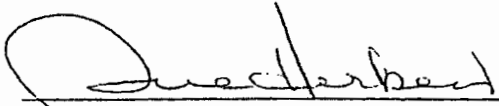


Dee Hardison, Mayor



Hope Witkowsky, Executive Director


ATTEST:



Sue Herbers, Clerk of the Redevelopment
Agency of the City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

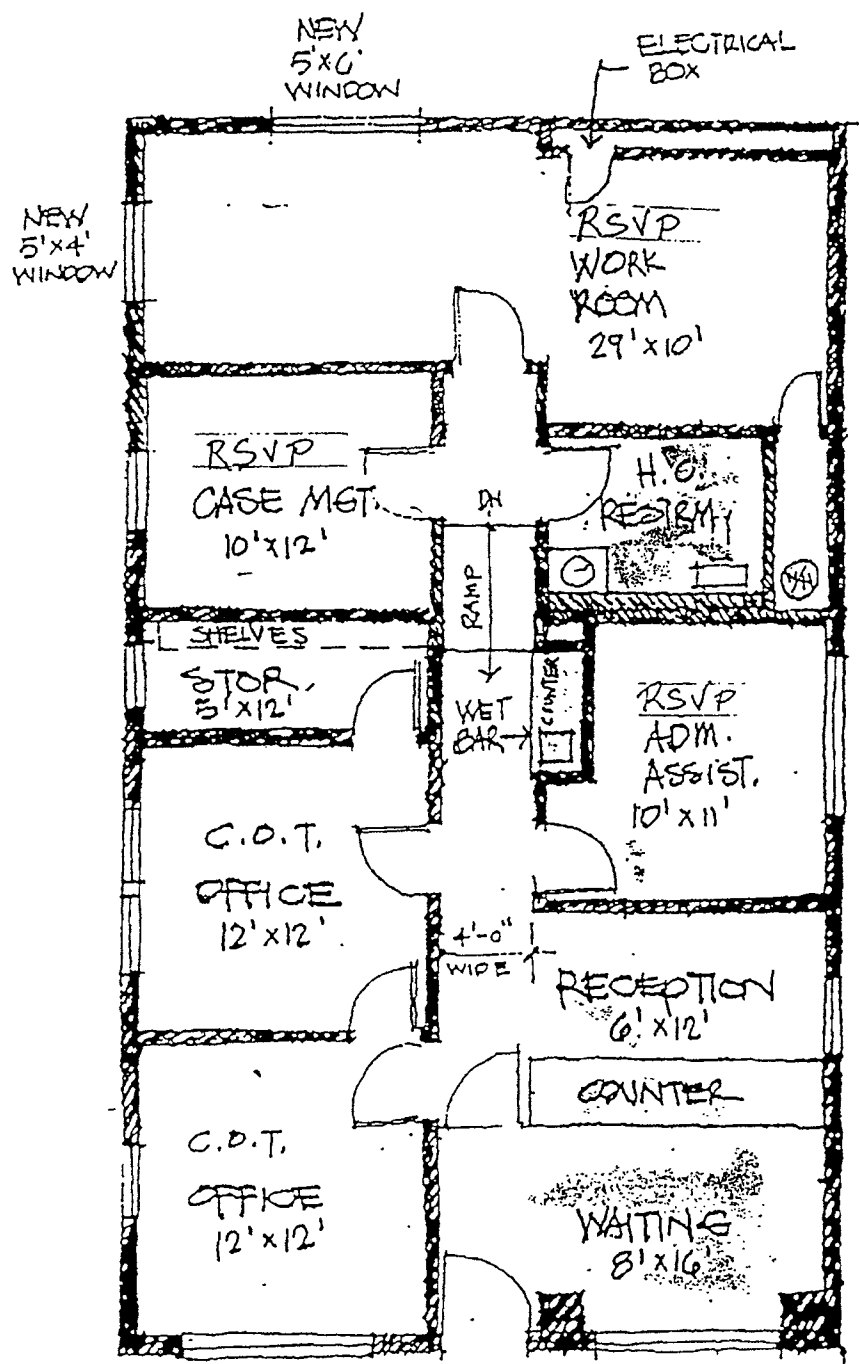
By 

Heather K. Whitham
Deputy City Attorney

To: LAEL WAL - FAX - 618.5879

EXHIBIT "A"

FROM: LOK NG/BOA



ALLEY

= City of Tompa (focal point)
 = RSVP
 = Shared area



SCHEME A
 SCALE: 1/8" = 1'-0"

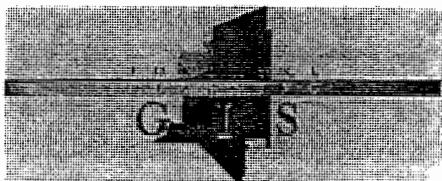
BART LETT
 ANNEX

POST AVE




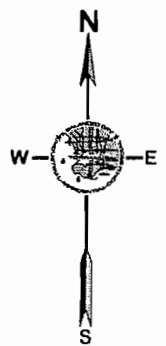
LOCATION MAP

1339 POST AVENUE



LEGEND

 1339 post



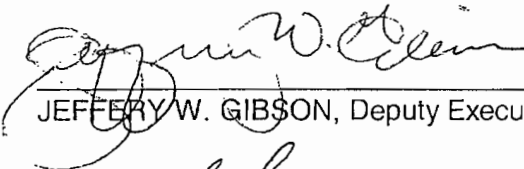
REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE

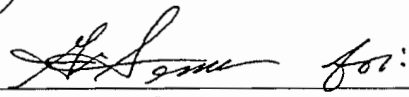
April 13, 2010

City Council Chambers, 3031 Torrance Boulevard

At 5:30 p.m., or as soon thereafter as Council business can be disposed of, the City Council will take a recess without leaving their seats and meet as the Redevelopment Agency of the City of Torrance.

1. Roll Call
2. Report on Posting of the Agenda
3. Approval of Minutes: April 6, 2010
4. Communications and Other Business:
 - a. Recommendation of the Executive Director that the Redevelopment Agency approve a Lease Agreement by and between the Agency and Retired and Senior Volunteer Program (RSVP) for use of certain space at 1339 Post Avenue.
5. Hearings: None
6. Report of the Director and Other Officers
7. Report of Committees
8. Addendum Matters
9. Oral Communications
10. Request for Executive Session: None
11. Adjournment



JEFFERY W. GIBSON, Deputy Executive Director

SUE HERBERS, Clerk of the Agency

ROLL CALL: Barnett, Brewer, Furey, Numark, Rhilinger, Sutherland, and Scotto

Redevelopment Agency Meeting of
April 13, 2010

Agency Agenda Item 4a

Honorable Chair and Members
of the Redevelopment Agency
City Hall
Torrance, California

Members of the Agency:

SUBJECT: Redevelopment Agency – Approve Lease Agreement with the Retired and Senior Volunteer Program for 1339 Post Avenue

RECOMMENDATION

Recommendation of the Executive Director that the Redevelopment Agency (Agency) approve a Lease Agreement by and between the Agency and Retired and Senior Volunteer Program (RSVP) for use of certain space at 1339 Post Avenue.

FUNDING

None required for this action. Approval will generate \$7,200 over the term of the Lease.

BACKGROUND/ANALYSIS

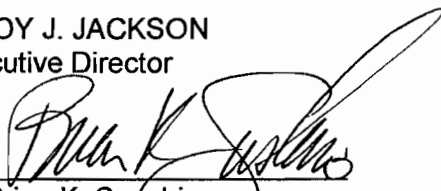
In 1997, RSVP entered into a Lease with the Agency to utilize space in the 1339 Post Avenue building; the lease was extended in 2000 and again in 2003. The Lease expired in June 2006 and has been on holdover on a month-to-month basis.

RSVP contacted the Agency about a new Lease for an eighteen month term; however, due to funding issues has requested a restructuring of the Lease terms. The Lease terms proposed were for zero rent for six months from Lease inception and then commencing in October 2010 the rent would be \$600 per month until Lease termination. RSVP would continue making utility payments for their portion.


The current rent is \$700.00 per month and the rent restructuring is a significant reduction in rent; however, the overall use compliments both the Bartlett Center as well as Focal Point as a program to assist seniors volunteer in the community.

Respectfully submitted,

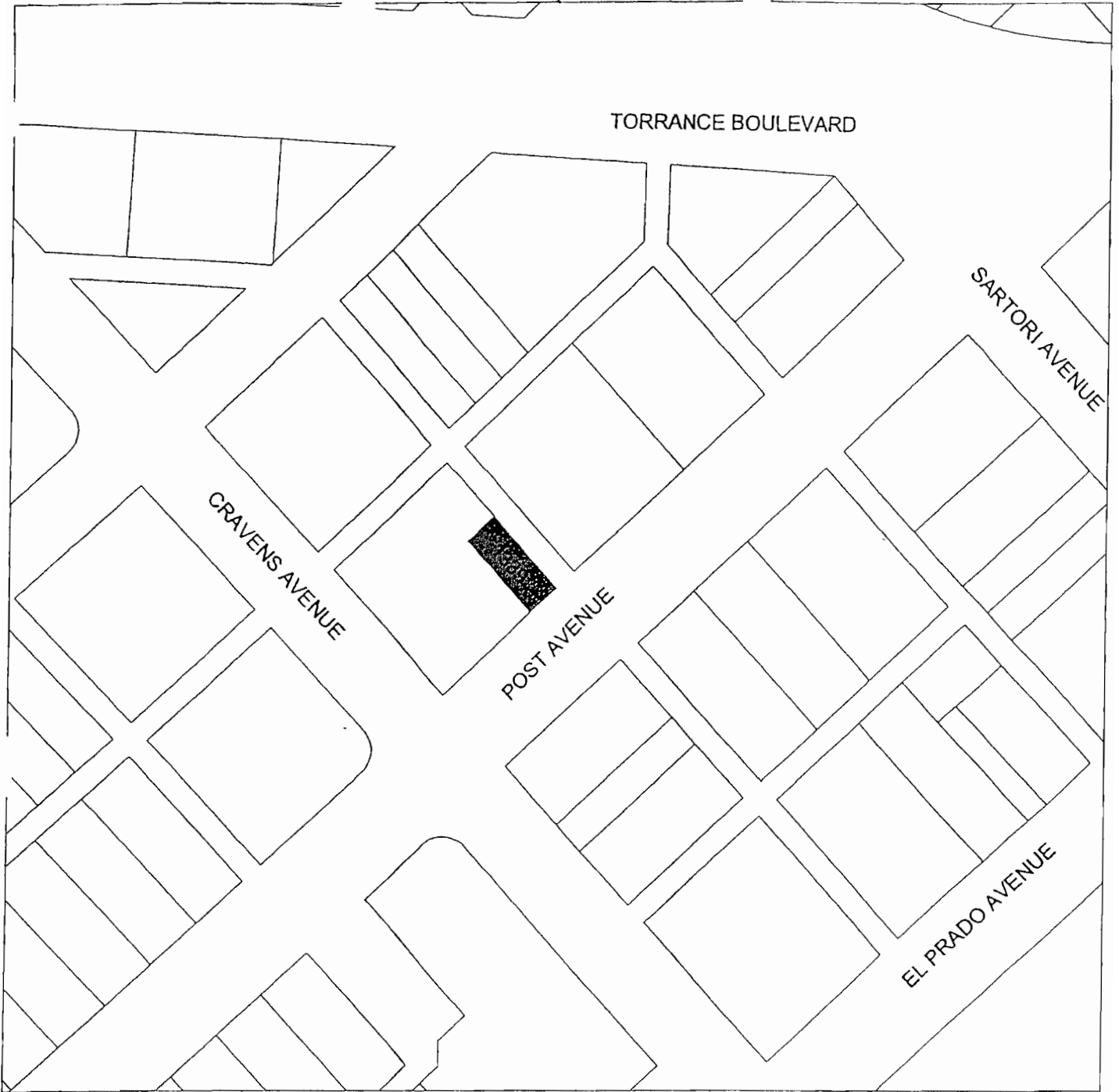
LeROY J. JACKSON
Executive Director

By: 
Brian K. Sunshine
Land Management Team, Chair

CONCUR:

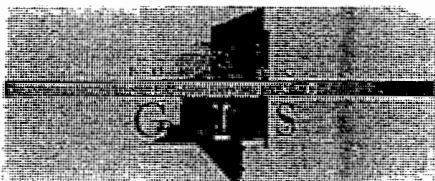

LeRoy J. Jackson
Executive Director

- Attachments: A) Location Map
B) Lease
C) Letter from RSVP dated February 23, 2010
D) Agency Item dated August 26, 2003




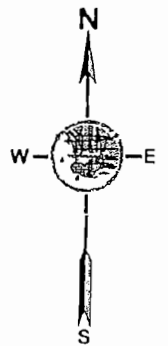
LOCATION MAP

1339 POST AVENUE



LEGEND

 1339 post



LEASE

This Lease is made and entered into as of April 1, 2010 (the "Effective Date"), by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("Agency"), and Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation ("RSVP").

RECITALS:

- A. The Agency is the owner of certain real property at 1339 Post Avenue, located in the City of Torrance (the "Property") ; and
- B. It is in the public interest that the Property be leased to RSVP to serve its charitable purposes;
- C. The Agency has previously leased the Property to RSVP pursuant to a lease made and entered into as of June 24, 1997, as amended and extended by that certain Amendment to Agreement made and entered into as of March 14, 2000, and that certain Second Amendment to Lease made and entered into as of June 25, 2003 (the "Prior Lease"). The term of the Prior Lease ended June 23, 2006. Pursuant to the terms of the Prior Lease, RSVP has been holding over as a month-to-month tenant since the expiration of the Prior Lease.
- D. The Agency and RSVP now wish to enter into this new Lease; and
- E. The Property, including the land and building, will not be required for any public purposes during the life of this Lease.

AGREEMENT:

1. PREMISES

The City leases to RSVP the Property, as depicted in Exhibit "A."

2. TERM

The term of this Lease will be for a period of eighteen months commencing upon the Effective Date. If RSVP holds over after the expiration of the term of this Lease, the tenancy will be on a month-to-month basis and otherwise in accordance with all the terms, covenants and conditions of this Lease.

3. RENT

RSVP agrees to pay to the Agency as rent for the Property the following "Minimum Monthly Rent": for the period commencing with the Effective Date, through September 30, 2010, \$0 per month; for the period commencing October 1, 2010, through the expiration date of the Lease, \$600 per month.

4. USE

The Property will be used for the purpose of providing offices for RSVP and for any other purpose or purposes necessary or proper to carry out the charitable purposes of RSVP, as set forth in its Articles of Incorporation and Bylaws.

5. COVENANT TO USE

RSVP agrees to manage, operate, and maintain the Property as a facility during the entire term of this Lease in accordance with the uses provided in Paragraph 4 above for the benefit of the people of the State of California and, in particular, the people of Torrance.

6. COMPLIANCE WITH LAW

RSVP agrees to comply with all ordinances, rules, laws or regulations of the City of Torrance and of any other governmental agency that are applicable to the Property or to the operations of RSVP or the Redevelopment Plan.

7. NONDISCRIMINATION

RSVP agrees by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the condition that there will be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, religion, marital status, handicaps, age national origin or ancestry, in the leasing, subleasing, transferring, use or enjoyment of the premises; nor will RSVP itself or any person claiming under or through it establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises.

8. ALTERATIONS

RSVP may not make or permit any alterations or additions to the structural portions of any building on the Property or construct or erect any improvements on the Property without first obtaining the written consent of the Agency.

9. SURRENDER

At the expiration of the term of this Lease, RSVP must surrender the Property to the Agency in the same condition as received, reasonable wear and tear excepted, including, but not by way of limitation, any alterations, additions or improvements. Any alterations, additions or improvements will become a part of the Property and will remain for the benefit of the Agency. No portions of any buildings or structures may be removed from the Property or voluntarily destroyed or damaged without the prior written consent of the Agency.

10. MAINTENANCE

RSVP, at the sole cost and expense of RSVP, must maintain the Property and must keep the same in good and sanitary condition and normal repair. RSVP will not be required to replace plumbing fixtures or the air conditioning system.

11. UTILITIES

- A. RSVP agrees to pay before delinquency every charge, lien or expense accruing or payable during the term of this Lease in connection with the use of the premises, including, but not limited to, water, electricity, gas, telephone, refuse, and other utilities and services.
- B. Agency will determine which utility or utilities are passed by or through the Bartlett Center and will determine a monthly average for the charge or charges. City will then determine the ratio of square feet within Bartlett Center and the subject property and will apportion the utility or utilities charges accordingly. City will then charge RSVP 66.6 percent of the apportioned utility rate for so long as RSVP allows City of Torrance senior citizen organizations to share the Property.

12. TAXES AND ENCUMBRANCES

RSVP agrees to pay before delinquency all taxes that may be levied against its interest in the premises or that become a lien against the premises or its interest during the term of this Lease.

13. LIABILITY

RSVP agrees that its taking possession of the Property will be an acceptance of the safety and condition of the premises. RSVP further agrees to hold the City, the City Council, and each member thereof, present and future, and every officer, employee and member of each board or commission and the Redevelopment Agency of the City of Torrance, and each member thereof, present and future, free and harmless from any and all liability and claim for damages by reason of any injury to any person or persons, including, but not

limited to, RSVP, or property of any kind whatsoever and to whomever belonging, including, but not limited to RSVP, from any cause or causes whatsoever while in, upon, or in any way connected with the Property during the term of this Lease, or any renewal or extension, or any occupancy whatsoever.

14. INSURANCE

- A. RSVP must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
- (1) General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
 - (2) If RSVP hires employees, RSVP must provide its employees with worker's compensation insurance with limits as required by the State of California.
- B. CITY, the City Council and each member thereof, members of boards and commissions and of the Redevelopment Agency of the City of Torrance, every officer, agent, official, employee and volunteer must be named as additional insured under the general liability policy.
- C. RSVP must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance on or before the Effective Date.
- D. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

15. DESTRUCTION OR DAMAGE

If for any reason the building on the Property is destroyed or damaged beyond repair, then this Lease will terminate and RSVP will surrender the Property to the Agency. If, however, the damage to the building is repairable, as determined by the Agency, then the Lease will remain in full force and effect. If the damage is deemed repairable, Agency will commence repair with due diligence, and if during the period of repair and restoration RSVP is prevented from using the full facilities as defined in this Lease, the rent will be apportioned accordingly.

16. ASSIGNMENT AND SUBLETTING

- A. RSVP may not assign or sublet this Lease or any interest therein or any part thereof without first obtaining the written consent of the Agency. The giving of consent will not be a waiver of any rights to object to further or

future assignments or subleases. The consent to each successive assignment or sublease must be first obtained from the Agency.

- B. The appointment of a receiver to take possession of all or substantially all of the assets of RSVP or a general assignment by RSVP for the benefit of creditors or any action taken or suffered by RSVP under any insolvency or bankruptcy act will constitute a breach of this Lease by RSVP.
- C. RSVP agrees that it will provide space within the premises for the City of Torrance Focal Point Program, and that program will not be considered to be a sublease.

17. NOTICE

Whenever it is necessary for either party to serve notice on the other respecting this Lease, notice must be served by certified mail addressed to the City Clerk of the City of Torrance at 3031 Torrance Boulevard, Torrance, California 90503; or to Retired and Senior Volunteers Program of South Bay, 1339 Post Avenue, Torrance, CA 90501, unless and until different addresses may be furnished in writing by either party to the other. Notice will be deemed to have been served within 72 hours after the same has been deposited in a United States Post Office by certified mail, or immediately if personally served. This will be a valid and sufficient service of notice for all purposes.

18. DEFAULT

In the event RSVP makes any default in the performance of any of the provisions of this Lease on its part to be performed, and continues in default for ten days after written notice from the Agency specifying the particulars of the default, or if the default cannot be cured within ten days and RSVP fails to commence within ten days and thereafter diligently proceeds with the curing of the default, then the Agency may declare this Lease and all RSVP's rights to be forfeited and terminated, and may reenter and take and hold exclusive possession of the Property and remove all persons and property at the cost and risk of RSVP.

19. SIGNS

RSVP agrees that no signs or advertising material, other than any existing signs, may be erected or maintained upon the Property without the prior written consent of the Director of Community Development.

20. SUCCESSORS

Each and every term, covenant, and condition of this Lease will inure to the benefit of and will bind, as the case may be, not only the parties, but each and every one of the heirs, executors, administrators, successors, assigns and legal

representatives of the parties; provided, however, that any subletting or assignment by RSVP of the whole or any part of the Property or any interest therein will be subject to the provisions of paragraph 16 of this Lease.

21. RIGHT OF ENTRY

The Agency reserves the right to enter upon the Property at any reasonable time for the purpose of making any inspection it may deem necessary to the proper enforcement of any of the covenants or conditions of this Lease.

INTEGRATION; AMENDMENT

This Lease represents the entire understanding of the Agency and RSVP as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Lease. The Lease may not be modified or altered except in writing signed by both parties.

23. EXHIBITS

All exhibits identified in this Lease are incorporated into the Lease by this reference.

24. SEVERABILITY

If any part of this Lease is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Lease will remain in full force and effect.

25. GOVERNING LAW; JURISDICTION

This Lease will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Lease will be in Los Angeles County, California.

26. AUTHORITY TO EXECUTE

The person executing this Lease on behalf of RSVP warrants that (i) RSVP is duly authorized and existing; (ii) they are duly authorized to execute this Lease on behalf of RSVP; (iii) by so executing this Lease, RSVP is formally bound to the provisions of this Lease; and (iv) the entering into this Lease does not violate any provision of any other Lease to which RSVP is bound.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first written above.

REDEVELOPMENT AGENCY OF THE
CITY OF TORRANCE,
a body, public and politic, of the State of
California

Retired and Senior Volunteers Program
of South Bay,
a California nonprofit corporation

Frank Scotto, Chairman
ATTEST:

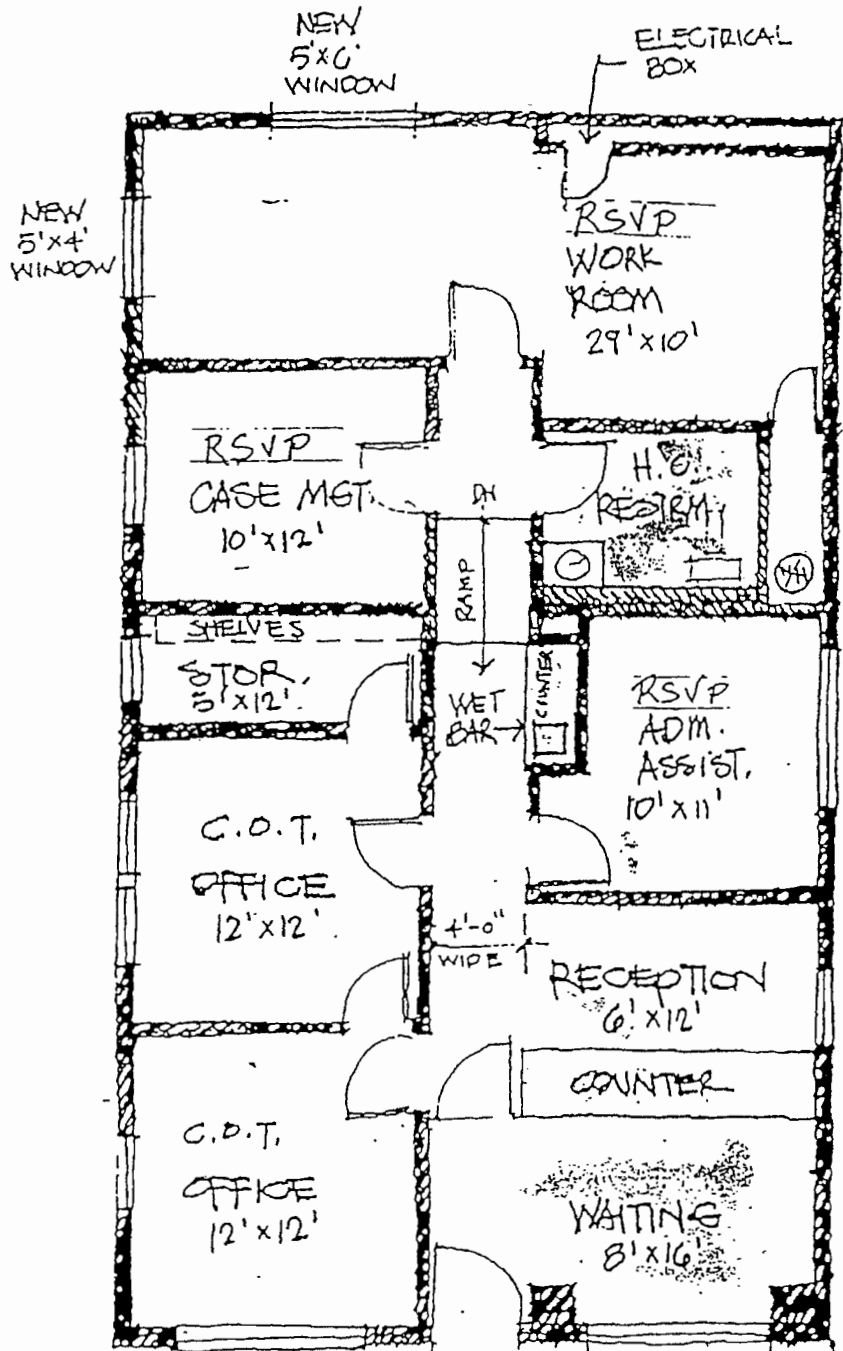
Hillary Bloom
Chair, Board of Directors

Sue Herbers, Clerk of the Redevelopment
Agency of the City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III
Agency Counsel

By _____



SCHEME A
SCALE: 1/8" = 1'-0"

BARTLETT
ANNEX

POST AVE

OFFICE OF THE
CITY MANAGER

2010 FEB 24 AM 10: 23

February 23, 2010



RSVP of South Bay

Rooted in Community Service

Board of Directors

Mark Applegate
Mark Applegate Insurance Agency
 Anita Avrick
Redondo Beach Council, PTA
 Richard Berryman
Comfort Keepers
 Hilary Bloom
Admin. Analyst, PV Estates, Retired
 Pamela Gillett
Anastasi Development Company
 Paul Ginsburg
Attorney
 Sid Kato
Array Systems
 Michael Norris
Attorney
 Cathy Towers
First Regional Bank
 Gerald Richman
MixPak, Inc.
 Mark Waronek
Waronek & Associates

Advisory Council

Creasia Adams
AT&T
 Jill Fatal
California First Bank
 Judy Gibson
City of Torrance Planning Commission
 Mike Gin
Mayor, City of Redondo Beach
 Mark Hebson
Hebson Insurance
 Kathryn Joiner
Torrance Memorial Medical Center
 E. Don Kim
Torrance Unified School District
 Ted Lieu
California State Assemblymember
 Herb Stark
Community Volunteer
 Robert Van Lingen
Van Lingen Towing

Mr. Brian Sunshine
 Assistant to the City Manager
 3031 Torrance Blvd.
 Torrance, CA 90503

Dear Mr. Sunshine,

We are writing on behalf of the Board of Directors of **RSVP South Bay**. RSVP rents its office space at **1339 Post Avenue** from the City of Torrance for \$700 per month, and has done so for the past 16 years.

RSVP (Retired Senior & Volunteer Program) has served the South Bay for over 30 years. We are a nonprofit, volunteer agency that places seniors (55+) who wish to donate their time and expertise to the nonprofit community. We are funded in part by the Corporation for National and Community Service and matched in dollars by corporations, foundations, clubs and individual donors in the community.

We are fortunate that our former Executive Director, Hope Witkowsky, made the decision in 1994 to re-locate RSVP to Downtown Torrance. Torrance has grown considerably since that time and is home to the largest senior population in the South Bay.

Due to the economic downturn of the market, our ability to fundraise monies to support our organization has been severely impacted. As the new Executive Director, and with the consulting service of Hope Witkowsky, we are looking forward to strategizing, developing, and improving our agency's financial stability in 2010.

For your consideration, we are requesting the following:

- 1. Forgive our rent in its entirety for the next 6 months, beginning April 1 through September 30, 2010.**
- 2. Continue our occupancy and establish an 18-month Lease at \$600 per month, commencing April 1, 2010.**

We are pleased to provide an opportunity for seniors to be a vital and active part of the community, and to contribute their lifetime experiences. Our service to over 95 non-profit agencies in the South Bay has given, and continues to give our volunteers a sense of purpose and at the same time enhances the quality of their lives as well as the lives of those we serve. It's a "win-win" for all.

The City of Torrance and the South Bay communities benefit from the work of RSVP, and we are deeply grateful for your past and continued support. We thank you for your consideration.

Should you have any questions Lynda Loudon can be reached at 310-320-3322. We look forward to hearing from you.

Sincerely,

 Lynda Loudon
 Executive Director


 Hilary Bloom
 Chair, Board of Directors

Lynda Loudon
 Executive Director
 1339 Post Avenue
 Torrance, CA 90501
 Phone: (310) 320-3322
 Fax: (310) 320-3949
 Website: www.rsvpsb.org

Council Meeting of
August 26, 2003

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Lease Extension 1339 Post Avenue

RECOMMENDATION

A recommendation of the Land Management Team that the Redevelopment Agency authorize the Chair of the Redevelopment Agency to Execute and the Agency Clerk to Attest to a Second Amendment to a Lease by and between the Torrance Redevelopment Agency and Retired Senior Volunteers Program (RSVP) of South Bay for utilization of space within the building located at 1339 Post Avenue for an additional three years.

FUNDING

There is no funding required for this action.

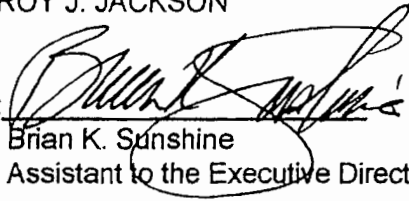
BACKGROUND/ANALYSIS

The Agency and RSVP entered into a three-year lease in June 1997. The Agency amended that Lease in 2000, which extended the term an additional three years, that extension expired in June 2003. RSVP has requested an extension of an additional three years so that they may continue to operate in the Downtown Torrance area and provide programs for Seniors. Execution of the attached amendment will extend the lease for three years from the original termination date of June 24, 2003.

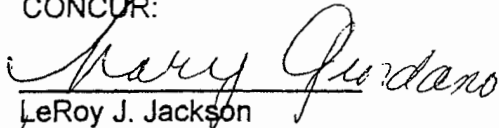
All other terms and conditions of the original lease will remain in force.

Respectfully submitted,

LeROY J. JACKSON

By: 
Brian K. Sunshine
Assistant to the Executive Director

CONCUR:


LeRoy J. Jackson
Executive Director

Attachments:

- A. Second Amendment to Lease
- B. Lease Amendment
- C. Lease
- D. Location Map

4B

SECOND AMENDMENT TO LEASE

This Amendment to Lease is made and entered into as of June 25, 2003, by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("Agency"), and Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation ("RSVP").

RECITALS:

- A. The Agency is the owner of certain real property at 1339 Post Avenue, located in the City of Torrance; and
- B. It is in the public interest that this property be leased to RSVP to serve its charitable purposes; and
- C. The property, including the land and building, will not be required for any public purposes during the life of this Amendment to Lease.
- D. Agency and RSVP entered into a Lease on June 24, 1997 which terminated on June 24, 2000.
- E. Agency and RSVP extended the original lease by Amendment to June 24, 2003.
- F. The Parties now wish to extend the Lease for a period of three (3) years after termination of the extension which ended June 24, 2003.

AGREEMENT:

1. Paragraph 2 of the Lease is amended to read in its entirety as follows:

"The term of this Amendment to Lease will be for a period of three years from June 24, 2003. If RSVP holds over after the expiration of the term of this Amendment to Lease, the tenancy will be on a month-to-month basis and otherwise in accordance with all the terms, covenants and conditions of this Lease."

2. In all other respects the Lease dated June 24, 1997 between Agency and RSVP is ratified and reaffirmed and is in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first written above.

REDEVELOPMENT AGENCY OF THE
CITY OF TORRANCE,
a body, public and politic, of the State of
California

Retired and Senior Volunteers Program
of South Bay,
a California nonprofit corporation

Dan Walker, Mayor

Robert Van Lingen, President

ATTEST:

Sue Herbers, Clerk of the Redevelopment
Agency of the City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III
Agency Counsel

By

Ronald T. Pohl
Assistant Agency Attorney

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered into as of 3/14/2000, 2000, by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("Agency"), and Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation ("RSVP").

RECITALS:

- A. The Agency is the owner of certain real property at 1339 Post Avenue, located in the City of Torrance; and
- B. It is in the public interest that this property be leased to RSVP to serve its charitable purposes; and
- C. The property, including the land and building, will not be required for any public purposes during the life of this Amendment to Lease.
- D. Agency and RSVP entered into a Lease on June 24, 1997 which is scheduled to terminate on June 24, 2000.
- E. The Parties now wish to extend the Lease for a period of three (3) years after the original termination date.

AGREEMENT:

1. Paragraph 2 of the Lease is amended to read in its entirety as follows:

"The term of this Amendment to Lease will be for a period of three years from June 24, 2000. If RSVP holds over after the expiration of the term of this Amendment to Lease, the tenancy will be on a month-to-month basis and otherwise in accordance with all the terms, covenants and conditions of this Lease."

2. In all other respects the Lease dated June 24, 1997 between Agency and RSVP is ratified and reaffirmed and is in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first written above.

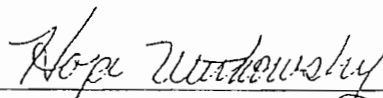
RA97-003
ORIGINAL COPY

REDEVELOPMENT AGENCY OF THE
CITY OF TORRANCE,
a body, public and politic, of the State of
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Retired and Senior Volunteers Program
of South Bay,
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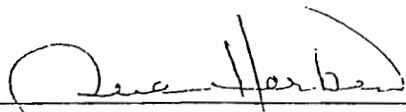


Dee Hardison, Mayor



Executive Director

ATTEST:

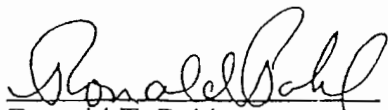


Sue Herbers, Clerk of the Redevelopment
Agency of the City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III
Agency Counsel

By



Ronald T. Pohl
Assistant City Attorney

LEASE

This Lease is made and entered into as of June 24, 1997 (the "Effective Date"), by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("Agency"), and Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation ("RSVP").

RECITALS:

WHEREAS, The Agency is the owner of certain real property at 1339 Post Avenue, located in the City of Torrance; and

WHEREAS, it is in the public interest that this property be leased to RSVP to serve its charitable purposes; and

WHEREAS, the property, including the land and building, will not be required for any public purposes during the life of this Lease.

AGREEMENT:

1. PREMISES

The City leases to RSVP that certain real property located at 1339 Post Avenue, Torrance, California, described in Exhibit "A."

2. TERM

The term of this Lease will be for a period of three years from the date of execution of this Lease. If RSVP holds over after the expiration of the term of this Lease, the tenancy will be on a month-to-month basis and otherwise in accordance with all the terms, covenants and conditions of this Lease.

3. RENT

A RSVP agrees to pay to the Agency as rent for the leased premises the sum of \$500 per month ("Minimum Monthly Rent"). If this Lease does not commence on the first day of a calendar month or end on the last day of a calendar month, RSVP will pay prorated rent for the first and last month, as the case may be, in the amount of 1/30th of the monthly rent times the number of days for which rent is being prorated.

RA97-003

COPY
Original

B. The rent will be adjusted annually in proportion to the percentage increase, if any, in the Consumer Price Index, All Urban Consumer (1982-4=100) for the Los Angeles-Anaheim-Riverside CSMA (the "Index") issued by the United States Bureau of Labor Statistics, Department of Labor, between the Index published for the month that occurs two months prior to the Effective Date (the "Base Index"), and the Index published for the same month of the year in which each adjustment to rent is to be made; provided that, in no event will the Minimum Monthly Rent be decreased as a result of the application of this paragraph

4. USE

The premises will be used for the purpose of providing offices for RSVP and for any other purpose or purposes necessary or proper to carry out the charitable purposes of RSVP as set forth in its Articles of Incorporation and Bylaws

5. COVENANT TO USE

RSVP agrees to manage, operate, and maintain the premises as a facility during the entire term of this Lease in accordance with the uses provided in Paragraph 4 above for the benefit of the people of the state of California and, in particular, the people of Torrance.

6. COMPLIANCE WITH LAW

RSVP agrees to comply with all ordinances, rules, laws or regulations of the City of Torrance and of any other governmental agency that are applicable to the premises or the operations of RSVP and the Redevelopment Plan.

7. NONDISCRIMINATION

RSVP agrees by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the condition that there will be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, religion, marital status, handicaps, age national origin or ancestry, in the leasing, subleasing, transferring, use or enjoyment of the premises; nor will RSVP itself or any person claiming under or through it establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises.

8 ALTERATIONS

RSVP may not make or permit any alterations or additions to the structural portions of any building on the premises or construct or erect any improvements on the premises without first obtaining the written consent of the Agency.

9. SURRENDER

At the expiration of the term of this Lease, RSVP must surrender the premises to the Agency in the same condition as received, reasonable wear and tear excepted, including, but not by way of limitation, any alterations, additions or improvements. Any alterations, additions or improvements will become a part of the premises and will remain for the benefit of the Agency. No portions of any buildings or structures may be removed from the premises or voluntarily destroyed or damaged without the prior written consent of the Agency.

10 MAINTENANCE

RSVP, at the sole cost and expense of RSVP, must maintain the premises and must keep the same in good and sanitary condition and normal repair. RSVP will not be required to replace plumbing fixtures or the air conditioning system.

11 UTILITIES

- A. RSVP agrees to pay before delinquency every charge, lien or expense accruing or payable during the term of this Lease in connection with the use of the premises, including, but not limited to, water, electricity, gas, telephone, refuse, and other utilities and services.
- B. Agency will determine which utility or utilities are passed by or through the Bartlett Center and will determine a monthly average for the charge or charges. City will then determine the ratio of square feet within Bartlett Center and the subject property and will apportion the utility or utilities charges accordingly. City will then charge RSVP 66.6 percent of the apportioned utility rate for so long as RSVP allows City of Torrance senior citizen organizations to share the property.

12. TAXES AND ENCUMBRANCES

RSVP agrees to pay before delinquency all taxes that may be levied against its interest in the premises or that become a lien against the premises or its interest during the term of this Lease.

13. LIABILITY

RSVP agrees that its taking possession of the premises will be an acceptance of the safety and condition of the premises. RSVP further agrees to hold the City, the City Council, and each member thereof, present and future, and every officer, employee and member of each board or commission and the Redevelopment Agency of the City of Torrance, and each member thereof, present and future, free and harmless from any and all liability and claim for damages by reason of any injury to any person or persons, including, but not limited to, RSVP, or property of any kind whatsoever and to whomever belonging, including, but not limited to RSVP, from any cause or causes whatsoever while in, upon, or in any way connected with the premises during the term of this Lease, or any renewal or extension, or any occupancy whatsoever.

14. INSURANCE

- A. RSVP must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
- (1) General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
 - (2) If RSVP hires employees, RSVP must provide its employees with worker's compensation insurance with limits as required by the State of California.
- B. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the general liability policy.
- C. RSVP must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- D. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

15. DESTRUCTION OR DAMAGE

If for any reason the building on the premises is destroyed or damaged beyond repair, then this Lease will terminate and RSVP will surrender the premises to the Agency. If, however, the damage to the building is repairable, as determined by the Agency, then the Lease will remain in full force and effect. If the damage

is deemed repairable, Agency will commence repair with due diligence, and if during the period of repair and restoration RSVP is prevented from using the full facilities as defined in this Lease, the rent will be apportioned accordingly.

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- A. RSVP may not assign or sublet this Lease or any interest therein or any part thereof without first obtaining the written consent of the Agency. The giving of consent will not be a waiver of any rights to object to further or future assignments or subleases. The consent to each successive assignment or sublease must be first obtained from the Agency.
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19. SIGNS

RSVP agrees that no signs or advertising material, other than any existing signs, may be erected or maintained upon the premises without the prior written consent of the Director of Building and Safety.

20. SUCCESSORS

Each and every term, covenant, and condition of this Lease will inure to the benefit of and will bind, as the case may be, not only the parties, but each and every one of the heirs, executors, administrators, successors, assigns and legal representatives of the parties; provided, however, that any subletting or assignment by RSVP of the whole or any part of the leased premises or any interest therein will be subject to the provisions of paragraph 16 of this Lease.

21. RIGHT OF ENTRY

The Agency reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem necessary to the proper enforcement of any of the covenants or conditions of this Lease.

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a California nonprofit corporation

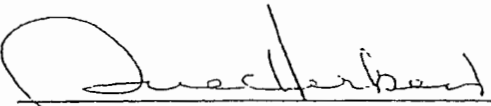


Dee Hardison, Mayor



Hope Witkowsky, Executive Director

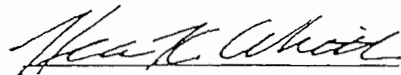
ATTEST:



Sue Herbers, Clerk of the Redevelopment
Agency of the City of Torrance

APPROVED AS TO FORM:

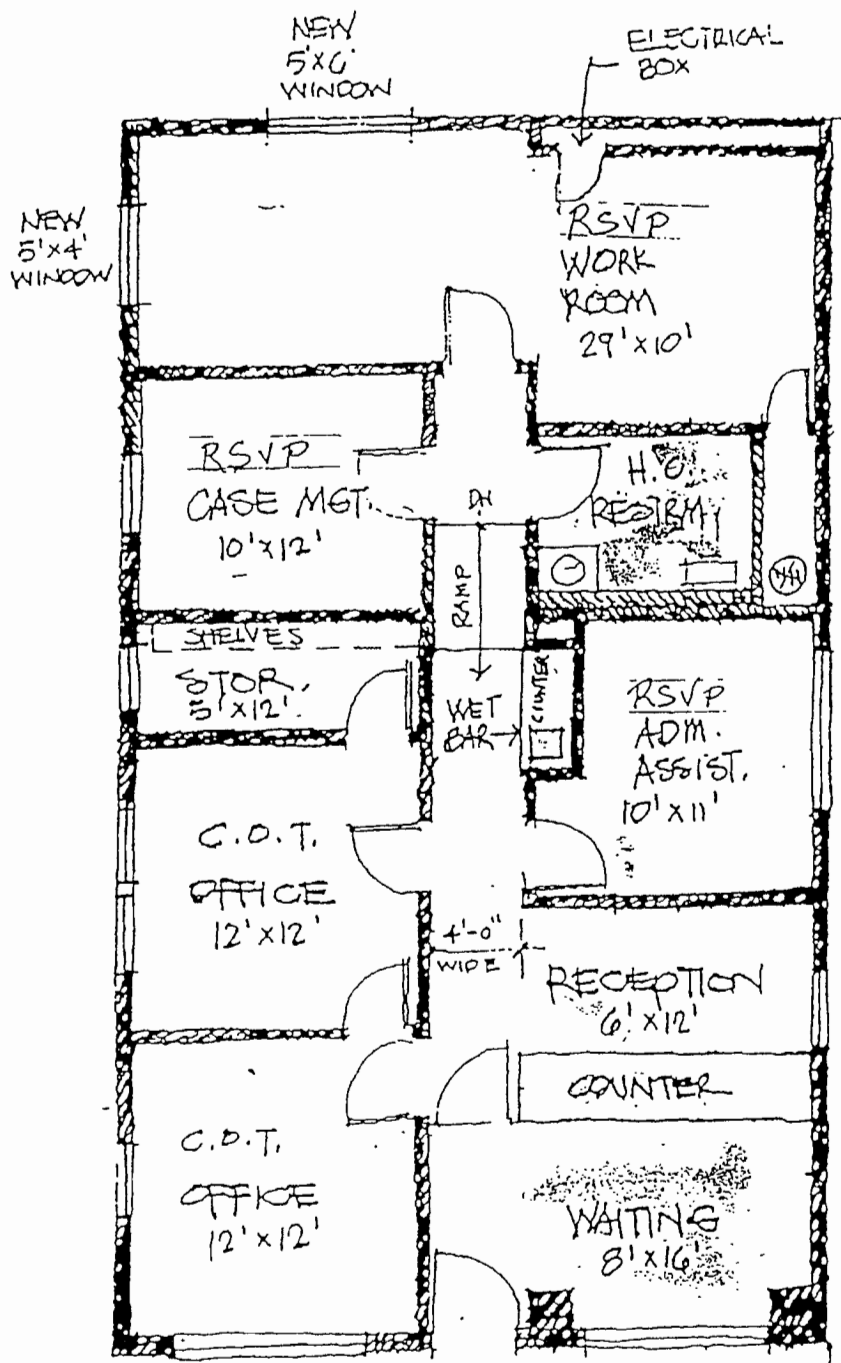
JOHN L. FELLOWS III
City Attorney

By 

Heather K. Whitham
Deputy City Attorney

To: LABEL WALL - FAX - 618-5879

FROM: Lok NG/BOA



ALLEY

= City of Toronto (focal print)

= RSVP

= Shared area



SCHEME A

SCALE: 1/8" = 1'-0"

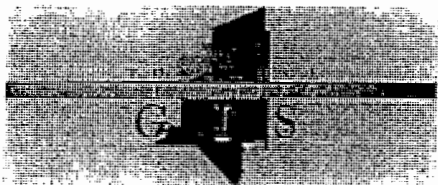
BARTLETT ANNEX

POST AVE




LOCATION MAP

1339 POST AVENUE



LEGEND

 1339 post

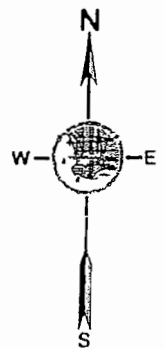
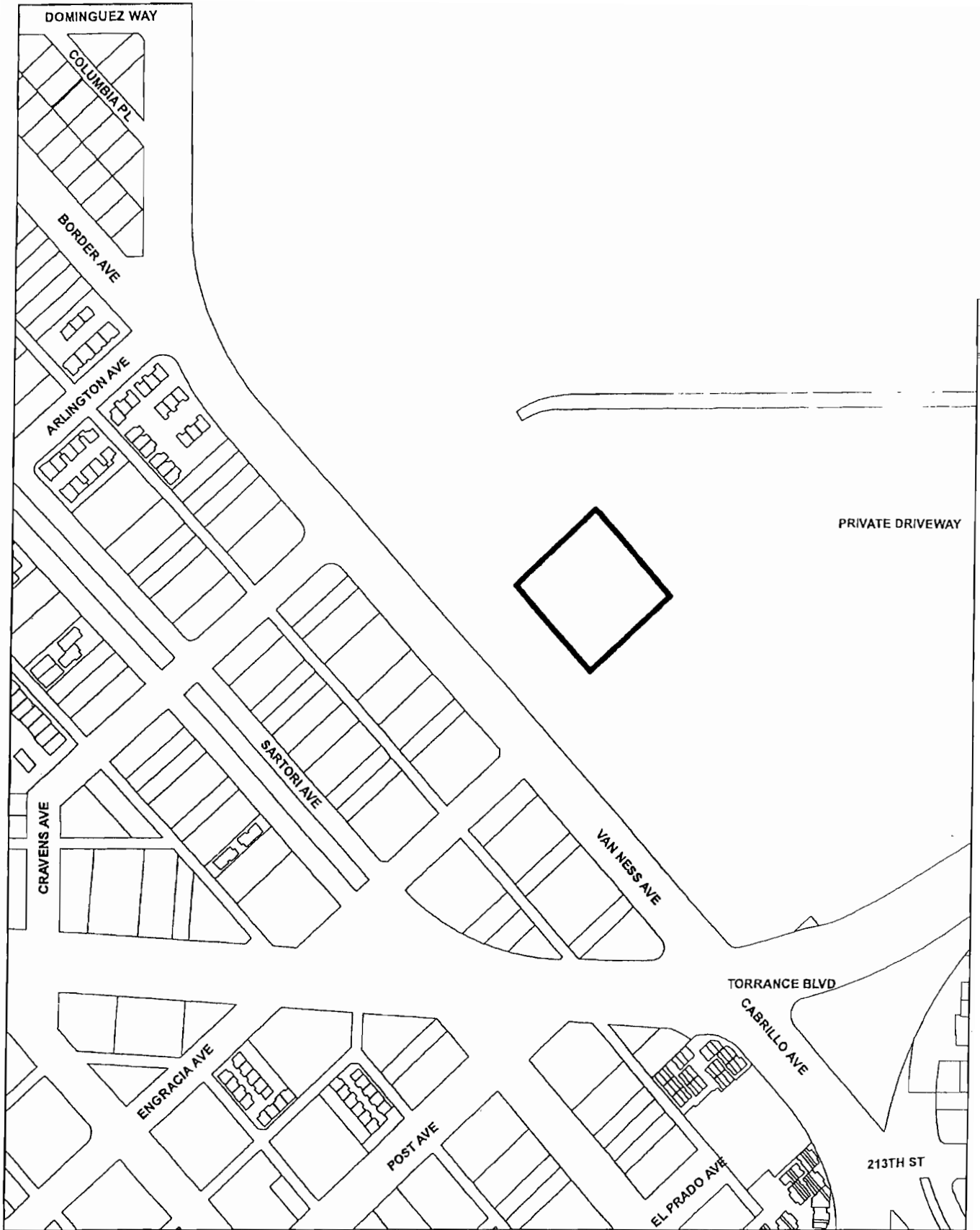


Exhibit 4

Supporting Documents for
1919 Torrance Boulevard



T:\Map\015\Inventory of Redevelopment Properties.mxd

Lines and photos are approximate, not to be used for establishing absolute or relative positions



7352-022-900



FIRST IMPLEMENTATION AGREEMENT

THIS FIRST IMPLEMENTATION AGREEMENT TO PARTICIPATION AGREEMENT (the "Agreement") entered into at Torrance, California by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE (the "Agency") and AMERICAN HONDA MOTOR CO., INC. (the "Participant"), implements the Participation Agreement (the "PA"), entered into between the Agency and Participant on April 9, 1985.

The Agency and the Participant mutually agree as follows:

Section 1. Purpose of this Agreement:

The purpose of this Agreement is to effectuate and implement the PA by making certain technical changes thereto in light of current conditions and the further planning and decisions of the parties.

This Agreement shall be effective June 9, 1987.

Section 2. Participant's Additional Advance:

Participant agrees to make an Additional Advance to the Agency in the amount of THREE MILLION DOLLARS (\$3,000,000), referred to in Section 112 to and including the date of payment by Participant under this Section 2, such amount to be paid within seven (7) working days of the effective date of this Agreement. This amount shall be considered as part of Participant's Additional Advance, provided, however, that any proceeds from Agency tax allocation bonds, regardless of the source of the tax increment as set forth in Section 113, shall be first allocated to the repayment of the first \$8,000,000 of the Participant's Additional Advance after making provision for the mandatory housing set aside of twenty (20) percent. Concurrently with the payment by the Participant to the Agency of the \$3,000,000 pursuant to this Section 2, the Agency shall execute and deliver to the Participant a revised Promissory Note referred to in Section 111d. conforming to the provisions of this First Implementation Agreement including changes in principal amount of the Additional Advance, interest rate, and the method of repayment; and, the Participant shall concurrently therewith deliver and release the original Promissory Note. Participant further agrees that the Agency may use and expend the Additional Advance paid by Participant under this Section 2 to repay the City Loan notwithstanding the provisions of Section 113(b) of the PA. Upon payment of this additional advance, the City Loan referred to in Section 112 is deemed for the purpose of this document and the PA completely repaid.

Section 3. Recordation of Conveyances: Notification of County Assessor

Within fifteen (15) days of the effective date of this Agreement, the Participant and Agency shall complete in a manner consistent with this Agreement all documentation and acts necessary, to the satisfaction of Agency Counsel, and shall record with the Office of the County Recorder, the conveyance of title and/or possession to all parcels within the Sales Property (except Parcels No. 20, 21-1, Solvent Coating, which shall be transferred to Participant by conveyance of title and/or possession, which conveyance shall be recorded, as provided in Section 201 herein, within thirty (30) days of Agency's obtaining title and/or possession and

And

satisfaction of the requirements of Section 201 with respect to said parcels) and shall notify the Assessor or other appropriate officials of the County of Los Angeles of said conveyance for purposes of property taxation.

Section 4. Participant's Loan Additional Advance:

Sections 111b and 111c are deleted in their entirety and are waived by all parties.

Section 111 is hereby revised to add a new paragraph e. as follows:

- "e. Notwithstanding any provision herein to the contrary, interest on the Promissory Note shall abate and be forever excused for the period commencing on the effective date of the First Implementation Agreement to this Agreement and extending twelve (12) full months from such effective date.

Thereafter, and continuing for the term of the Promissory Note, interest shall be calculated at the then established interest rate. The rate shall be no less than five (5)% and no more than ten (10)% adjusted to nearest tenth (.10)%. It will be adjusted on a semiannual basis commencing on July 1, 1988. The rate shall be adjusted by averaging the California Municipal Bond Index source Merrill Lynch (for the most equivalent bonds, or in the absence of a rate for similar bonds then for other District General Obligation Bonds) for the last fourteen calendar days preceding the adjustment date."

Interest accrual after the effective date of this agreement shall be compounded annually rather than semiannually as had been agreed to previously.

Section 5. Repayment of Loans and Advances:

Section 113b. of the PA is hereby amended to read as follows:

- b. Tax Increments from the Site which are received by the Agency shall be applied by the Agency in the following priority:
1. First, to fund payment of principal and interest, accounts and reserves as by a prorated drawdown of bond proceeds under the terms of the Tax Allocation Bonds issued by the Agency referred to in subsection d. of this Section 113;
 2. Second, to repay accrued interest and current interest, in that order, and then principal, the obligation of which is represented by the Promissory Note of the Agency as provided in Section 111 of this Agreement;

For example, if the total amount of Tax Allocation Bonds released from the current bond escrow is \$12 million (including mandatory housing set aside) and the debt service on that \$12 million is \$1.2 million

per year, and assuming further that \$8 million is paid to Participant, up to \$800,000 of Tax Increments From The Site received each year until 2012 shall be applied to fund the Tax Allocation Bonds, and any additional Tax Increment From The Site beyond \$800,000 and all such Increment after 2012, shall be applied in repayment of Participant's Loan. The foregoing computation is year by year and is not cumulative; i.e. if in year 1 Increment From The Site is \$600,000 and in year 2 Increment From The Site is \$900,000, in year 1 all Site Increments will be applied to the Bonds, and in year 2 \$800,000 will be applied to the Bonds and \$100,000 will be applied to repay Participant's Loan; etc.

3. Third, for any remaining and unfunded Excess Acquisition Costs after the Agency has first drawn down all amounts available to it under the Participant's Purchase Price Advance, the Participant's Loan and the Participant's Additional Advance and the City Loan; and
4. Fourth, for any purpose, in the sole and absolute discretion of the Agency.

Section 6. Repayment of Loans and Advances:

Section 113 of the PA is hereby revised to add a new paragraph f. as follows:

"f. In the event:

- (1) the Agency still owes the Participant monies under this Agreement; and
- (2) in the Agency's determination there are additional Tax Increment Funds From the Site (and/or in the Agency's judgment from other sources) being generated to justify issuing additional Tax Allocation Bonds;

then the Agency shall make every effort to issue additional Tax Allocation Bonds (consistent with federal legislation applicable to tax-exempt bonds) based upon Tax Increments from the Site (and/or in the Agency's judgment from other sources) in order to assist the Agency in repaying all of its loans and advances made by the Participant to the Agency under this Agreement in an expeditious manner."

Section 7. Sale and Purchase:

Section 201 of the PA is amended as follows:

"A. [201] Sale and Purchase

In accordance with, and subject to all the terms, covenants and conditions of this Agreement, the Agency agrees to acquire and sell the Sales Property to the Participant, and the Participant agrees to purchase the Sales Property from the Agency for an amount equal to TWELVE DOLLARS (\$12.00) per square foot of gross land area of the parcels conveyed, estimated to be the sum of THIRTEEN MILLION, ONE HUNDRED THOUSAND DOLLARS (\$13,100,000). The Participant

shall forthwith accept conveyance (or possession pursuant to Section 702 of this Agreement) of the Sales Property except the parcels identified as 20 and 21-1. Parcels 20 and 21-1 shall be conveyed when the hazardous waste spill has been cleaned up by Solvent Coating or other discharger; provided however, that prior to conveyance Participant may enter upon said parcels to clear structures. The Agency shall convey the Sales Property free and clear of any third parties in possession or with any rights of possession. References in the following sections of this Agreement to the Sales Property and Grant Deed shall apply to and include each phase of the Sales Property separately conveyed or transferred to the Participant. The Sales Property and parcels thereof shall be conveyed and delivered to the Participant in an "as is" condition with no tenants in possession or rights of possession, and the participant shall be responsible for all work of demolition, clearance, site preparation and development.

The parties have discovered hazardous materials in and/or under portions of the Sales Property and have been working together to resolve the conditions. The parties shall continue to work together to resolve the conditions and the Agency shall continue to act in the role of owner of the Sales Property. The parties agree that notwithstanding the taking by Participant of title to all or any portion of the Sales Property, the Agency shall continue to act as if it were the owner and for all purposes related to or dealing with the presence of hazardous materials and complying with environmental statues and regulations. The Agency shall continue to act as and be responsible as the owner of the property. The provision of section 212 shall continue to apply notwithstanding the transfer of title.

Section 8. Conveyance Free of Possession:

Section 210 of the PA is amended to read in its entirety as follows:

"The Agency shall transfer title and possession to the Sales Property or any portion thereof to the Participant free of any possession or right of possession by any person".

Section 9. Perimeter Landscaping:

Notwithstanding any provision in this Agreement to the contrary including the provisions of the Schedule of Performance and Scope of Development hereof, the Participant will continue the installation of perimeter landscaping along Van Ness Street subsequent to the Van Ness Street Widening improvement. The Participant will continue perimeter landscaping along Torrance Boulevard upon the City's providing the Participant with a final street alignment plan.

Section 10. Schedule of Performance:

"The Schedule of Performance, attachment number 3 to the PA, is hereby revised as attached hereto as "Attachment number 3, Revised Schedule of Performance," and by this reference made a part hereof, and is hereby substituted for the original Attachment number 3 and made a part of the PA."

Section 11. Scope of Development:

"The Scope of Development, Attachment number 4 to the PA, is hereby revised as attached hereto as "Attachment number 4, Revised Scope of Development," and by this reference made a part hereof, and is hereby substituted for the original attachment for and made a part of the PA."

Section 12. Effect of this Agreement:

Except as modified and amended in this Agreement, all other provisions of the PA remain in effect.

Section 13. Date of this Agreement:

The effective date of this Agreement shall be the date the Agreement has been signed by the Agency.

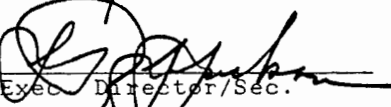
REDEVELOPMENT AGENCY OF THE
CITY OF TORRANCE

June 19, 1987

APPROVED AS TO FORM:


Stanley E. Remelmeier
Acting Counsel

By: 
Agency Chairman

By: 
Exec. Director/Sec.

Agency

AND

AMERICAN HONDA MOTOR CO., INC.

June 29, 1987

By: Y. Mankuni
"PARTICIPANT"

<u>Action</u>	<u>Date</u>
<u>Participant's Loan and Additional Advance.</u> The Participant shall deliver to the Agency the Supplemental Letter of Credit representing the Participant's Loan and Additional Advance. (Section 111)	Within fifteen (15) days after notice from the Agency.
7. <u>Plan Approvals.</u> The Participant shall prepare and submit such plans and related documents, and in such form and detail as required by the City's applicable zoning and planning requirements, and obtain City approvals thereof. (Section 303)	Within such times as will permit development of the Site within the times required under this Agreement.
8. <u>Relocation of Sewer Lines.</u> The Agency shall relocate sewer lines for each phase of the Sales Property within the Easement Property of the Sales Property. (Attachment No. 4, III.1.)	As soon as reasonably possible
9. <u>Conveyance and/or Transfer of Possession of Sales Property</u> other than parcels 20 and 21-1. The Agency shall convey and/or transfer possession of, and the Participant shall accept title and/or possession of, Phase I of the Sales Property. (Section 203, 702)	Promptly.
10. <u>Conveyance and/or Transfer of Possession of the Sales Property</u> parcels 20 and 21-1.	Promptly, after the hazardous material on the parcels is removed by the generator.

<u>Action</u>	<u>Date</u>
12. <u>Completion of Development of the Site.</u> The Participant shall complete development of the Site. (Section 302)	A. Sales Property: (1) Headquarters, not later than September, 1990. Completion of perimeter landscaping to begin when the City of Torrance finalizes the future location width of Torrance Boulevard. Completion of balance of landscaping and development shall be in conjunction with development of the Sales Property but not later than September, 1990.

ActionDate

- B. Participating Property:
- (2) Parts Center, not later than June 1, 1985.
 - (3) Regional Center, not later than December, 1986.
 - (4) Research (HRA), not later than October, 1986.
 - (7) Central Plant, not later than December, 1986.
 - (8) Auto Service Center, not later than September, 1990.
 - (6) Cafeteria, not later than September, 1990.
 - (9) Data Processing Building, not later than September, 1990.
 - (5) Technical Center, not later than September, 1990.

If in the good faith judgment of Participant economic or other conditions are such that it is unwise to begin construction in reasonable time to meet the completion dates, Participant shall be entitled to a further extension and the parties shall discuss in good faith the length of such extension up to six months.

REVISED SCOPE OF DEVELOPMENT

I. THE SITE, PARTICIPATING PROPERTY AND SALES PROPERTY

The Site is divided into the Participating Property, which is property owned by the Participant prior to entering into this Agreement to be developed pursuant to this Agreement, and the Sales Property, which is property to be acquired by the Agency and sold and transferred to the Participant for development pursuant to this Agreement. The Site, Participating Property and Sales Property are shown on the Map of the Site (Attachment No. 1 to this Agreement) and described in the Legal Description of the Site (Attachment No. 2 to this Agreement).

The Sales Property shall be acquired by the Agency and sold and transferred to the Participant with possession in three phases. Each phase shall be delivered free of any tenants or occupants in possession and shall consist of the parcels and areas shown as Phase I, Phase II and Phase III on the Acquisition Map, attached hereto as Exhibit No. 1 and made a part hereof by reference.

II. DEVELOPMENT OF SITE BY PARTICIPANT

The Participant agrees to design and construct on the Site, in accordance with plans and a conditional use permit or permits approved by the City in accordance with applicable city ordinances and regulations (and incorporating applicable environmental measures imposed by the City in granting such approvals), a campus-like corporate complex of not less than nine (9) buildings including a mid-rise administrative structure, parking facilities and extensively landscaped grounds. Of the presently planned nine (9) buildings, each building shall individually contain the approximate square footage shown below (provided that if the total Tax Increments From the Site are equal to or greater than that which would be generated from the building sizes shown below or as otherwise approved by the Agency, and the Participant builds the buildings shown for the Sales Property or as otherwise approved by the Agency, the Participant shall be deemed in compliance with its obligation to develop the Site). Exteriors of buildings is generally planned to be concrete (with glass windows when appropriate for use by the Participant).

Presently planned buildings and approximate square footages are as follows:

Participating Property:

1.	Auto Service Center	25,000
2.	Data Processing	70,000
3.	Parts Center	316,760
4.	Regional Center	106,000
5.	Research (HRA)	177,000
6.	Technical Center	202,000
7.	Cafeteria	50,000
8.	Central Plant	25,000

Sales Property:

9.	Building No. 1 (Headquarters)	400,000
----	----------------------------------	---------

The Participant shall be responsible for all demolition, clearance, preparation and development of the Site and all improvements thereon except for work to be done by the Agency or others under Part III., below.

III. AGENCY RESPONSIBILITIES

1. The Agency shall relocate, or cause the City to relocate, sewer lines within the Sales Property so that all existing sewer lines within the Sales Property may be removed by the Participant without having to reconstruct for service to property not part of the Sales Property. The Participant shall be responsible for connecting to the City's relocated sewer lines. The Agency shall be responsible for any temporary sewer service required for persons not yet relocated from the Sales Property. The Participant agrees to grant the Agency or City an easement on, over and under certain land within the Sales Property (the "Easement Property") for the sole purpose of relocating and maintaining the sewer lines under the Easement Property. The Easement Property shall be located as shown on the Acquisition Map (Exhibit No. 1 to this Attachment No. 4).

2. In addition, the Agency shall cause the maintenance of other utility services to occupants remaining on the Site after conveyance of the Sales Property, or any portion thereof. However, nothing in this Section 2 shall give any occupant of the Site who is not a party to

this Agreement any rights or causes of action against the Agency to enforce any obligation in this Section 2.

3. The Agency shall perform, or cause the City to perform, at no expense to the Participant, any street widening which the City may desire. The Participant agrees to dedicate any property of the Sales Property necessary for public rights-of-way for such widening, and any such dedicated property shall not be considered part of the Sales Property and any portion of the Purchase Price paid by the Participant which is attributable to such dedicated property shall be immediately refunded or credited to the Participant.

4. The Agency shall cause the City to vacate and abandon any existing streets which are to become part of the Sales Property.

DEPOSIT RECEIPT


The City of Torrance hereby acknowledges receipt from American Honda Motor Co., Inc. of Three Hundred Thousand Dollars (\$300,000). Said monies are and shall be credited against any future taxes levied or charged to American Honda Motor Co., Inc. which tax is based on new construction and is levied generally by the City of Torrance. The funds shall not accrue interest to American Honda Motor Co., Inc. The Deposit shall be credited against any future construction by American Honda Motor Co., Inc. in the City of Torrance. If at the time of American Honda Motor Co., Inc.'s application for a building permit the City of Torrance does not generally levy a tax on new construction, the monies on deposit or any remaining balance thereof shall be returned to American Honda Motor Co., Inc.

DATED: _____

CITY OF TORRANCE

By: _____
Mayor

AMERICAN HONDA MOTOR CO., INC.

By:  _____

APPROVED AS TO FORM:

Stanley E. Remelmeyer
City Attorney/Agency Counsel

REVISED SCHEDULE OF PERFORMANCE

<u>Action</u>	<u>Date</u>
1. <u>Execution of Agreement by Agency.</u> The Agency shall execute this Agreement following execution and submission by the Participant and action required by the City Council. (Section 900)	Not later than thirty (30) days after submission by the Participant. The date of execution by the Agency is the "effective date" of this Agreement.
2. <u>Execution of City Loan Agreement.</u> The Agency and City shall enter into the City Loan Agreement. (Section 112)	Concurrently with the Agency's execution of this Agreement.
3. <u>Submission of Letter of Credit or Cash Deposit.</u> The Participant shall deliver to the Agency the Letter of Credit or make the Cash Deposit for the advance of the Purchase Price. (Section 110)	The Participant has made the full cash deposit of all monies provided for in Section 110 and 111, and accordingly no Letter of Credit is necessary.
4. <u>Commencement of Acquisition.</u> The Agency shall commence acquisition of the Sales Property. (Section 110)	Not later than the effective date of this Agreement.
5. <u>Resolution of Necessity.</u> The Agency shall adopt a resolution of necessity in eminent domain. (Section 701)	Not later than thirty (30) days from the effective date of this Agreement.

Note 1. Section references herein to this Agreement and attachments thereto are intended merely as an aid in relating this Schedule of Performance to other provisions of this Agreement and attachments thereto and shall not be deemed to have any substantive effect.

Note 2. This Schedule of Performance and phasing of development are based on the development concept as presently proposed in the Scope of Development (Attachment No. 4). If the development concept is changed by the Participant, with the consent of the Agency, the Agency and Participant shall mutually adjust the acquisition and development phasing and amend the Schedule of Performance and Scope of Development to accommodate the changed development concept.

ORIGINAL

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA
NOV 21 1985 AT 8 A.M.
Recorder's Office

ESCROW NO. 993-5226
PARCEL NO 17 & 18
A.P. NOS. 7354-21-19, 20, 21,
22 and 30

PROJECT: Torrance Industrial
Redevelopment Project

TITLE ORDER: 8155047 - 8155632
8155635 - 8155633 - 8155634 -

WREDEN TICOR
Recording requested by:

FREE L 4

WHEN RECORDED MAIL TO:

Torrance Redevelopment Agency
3031 Torrance Boulevard
Torrance, California 90503

FREE RECORDING REQUESTED
Essential to acquisition by
Torrance Redevelopment Agency
See Government Code Section 61

GRANT DEED


FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

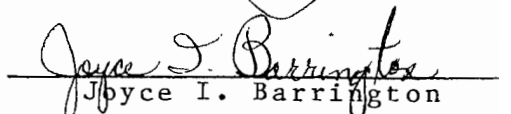
JOHN A. BARRINGTON, JOYCE I. BARRINGTON and FRANCES I. RIEGEL

do hereby grant and convey to the TORRANCE REDEVELOPMENT AGENCY,
a public body, corporate and politic, all right, title and
interest in and to those certain parcels of real property
situated in the City of Torrance, County of Los Angeles, State of
California, legally described as follows:

FOR THE LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND BY
THIS REFERENCE MADE A PART OF THIS DEED.

DATED: October 15, 1985


John A. Barrington


Joyce I. Barrington


Frances I. Riegel

D-5021

6210-21-19, 20, 21, 22 and 30

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

Lots 1, 2, 3, 4, 5,,6, 7 and 8 in Block 120 of Tract No. 2381, as per map recorded in Book 25, page 73 of Maps, in the office of the County Recorder of said County.

PARCEL 2:

Lot 1 in Block 124 of Tract No. 2807, as per map recorded in Book 33, page 100 of Maps, in the office of the County Recorder of said County.

PARCEL 3:

An easement for ingress and egress over the Westerly 11.00 feet of the Northwest 144.00 feet of Lot 2, in Block 124 of Tract No. 2807, as per map recorded in Book 33, page 100 of Maps, in the office of the County Recorder of said County.

D-5021
85 1380719

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

THIS IS TO CERTIFY THAT THE INTEREST IN REAL PROPERTY CONVEYED BY THE DEED OR GRANT DATED OCTOBER 15, 1985 FROM JOHN A. BARRINGTON, JOYCE I. BARRINGTON AND FRANCES I. RIEGEL, TO THE TORRANCE REDEVELOPMENT AGENCY, A PUBLIC BODY, CORPORATE AND POLITIC, IS HEREIN ACCEPTED BY ORDER OF THE TORRANCE REDEVELOPMENT AGENCY ON OCTOBER 18, 1985 AND THE GRANTEE CONSENTS TO THE RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER.

DATED: October 18, 1985

BY:


LEROY J. JACKSON
EXECUTIVE DIRECTOR
TORRANCE REDEVELOPMENT AGENCY

D-5021
85 1380710

ORIGINAL FILED
2005
11-11-05

1 STANLEY E. REMELMEYER,
Agency Counsel, and
2 DEMETRIOU, DEL GUERCIO & LOVEJOY
Attorneys at Law
3 One Bunker Hill Building
601 West Fifth Street, Suite 1200
4 Los Angeles, California 90017
(213) 624-8407

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6

Attorneys for Plaintiff

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8

SUPERIOR COURT OF THE STATE OF CALIFORNIA

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FOR THE COUNTY OF LOS ANGELES

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REDEVELOPMENT AGENCY OF THE CITY)
OF TORRANCE, a public body,)
corporate and politic,)

Plaintiff,)

v.)

JOHN A. BARRINGTON and JOYCE I.)
BARRINGTON, H&W as community property;)
FRANCES I. RIEGEL, a married woman as her)
sole and separate property; JOHN A.)
BARRINGTON, a married man as his separate)
property; BARRINGTON MFG., INC., a Calif-)
ornia corporation; L. P. LARSON SALES;)
SECURITY PACIFIC NATIONAL BANK, a)
national banking association; MARK BERG)
et. ux.; ALAN PAUL BERG; ROBERT JOEL BERG)
et. ux.; J. S. ENTERPRISES, INC., a)
California corporation; CARE ESCROW,)
INC.; THORVAL J. MILLER and DOROTHEA)
MILLER, H&W as JT; MARGARET T.)
GUTTENFELDER as Trustee for LEANNE VAN)
FELTS; WILLIAM F. MORROW and MARY J.)
MORROW, H&W as JT; CHRISTINE F. MORROW,)
a single woman; GEORGIA L. HARPER, an)
unmarried woman; GEORGE M. EDMONDSON and)
MARTHA B. EDMONDSON, H&W as JT; ROY M.)
BROOK and BARBARA BROOK, H&W as JT;)
J. E. HARROUN and BARBARA HARROUN, H&W as)
JT; ELAINE F. WELLS, a widow and EDNA M.)
WURTZ, a widow, daughter and mother as)
JT; SHERRY MILSTEIN, a single woman;)
ELIZABETH SUMNER, a widow; PETER J.)
COLLETTI and MARIE H. COLLETTI, H&W as)

NO. C544908

ORDER FOR
PREJUDGMENT
POSSESSION

[SECTION 1255.410
C.C.P.]

1 JT; DORIS M. EXLEY, a widow and JAMES)
 ZILHAVER, a single man, mother and son as)
 2 JT; SANDFORD SANFORD, an unmarried man;)
 CARROLL SMITH CONSULTING; CARROLL SMITH)
 3 and MARY JANE SMITH, H&W as JT; MARYANN)
 KING, a married woman as her sole and)
 4 separate property; RAYMOND E. SCHOR, a)
 single man; STELLA G. STUBBE, a widow;)
 5 TWILA G. GOFF, a married woman; FRANK B.)
 STARTUP and SUSIE M. STARTUP, H&W as JT;)
 6 STEVEN BUCHLER, a married man; HARVEL L.)
 GUTTENFELDER and MARGARET T. GUTTENFELDER)
 7 as Trustees; MICHAEL A. PERPYMAN AKA)
 MICHAEL A. PERRYMAN, a single man; C. J.)
 8 TRAPLETTI and VIRGINIA TRAPLETTI, H&W as)
 JT; REYNOLD W. CROTEAU and MARY A.)
 9 CROTEAU, H&W as JT; SAMUEL L. MORRIS as)
 Trustee; SAMUEL L. MORRIS and SYBIL L.)
 10 MORRIS as Trustors; CHARLES T. NUSSELLER,)
 a widower; JACK STARTUP and BETTY STARTUP)
 11 H&W as JT; ROSE JAFFE, a widow; MILDRED)
 S. MILSTEIN, a married woman as her sole)
 12 and separate property; JOHN DEL ROSSO AKA)
 JOHN DEL POSSO and MARY G. DEL ROSSO AKA)
 13 MARY G. DEL POSSO, H&W as JT; EDWARD W.)
 COURY and FLORA F. COURY, H&W as JT;)
 14 HOWARD S. MILSTEIN and MILDRED S.)
 MILSTEIN, H&W as community property;)
 15 LOUISE M. VAN PELT, a widow; ANDRE L.)
 BEZI AKA ANDRE L. BEIZ and ROSINA BEIZ)
 16 AKA ROSINA BEZI, H&W as JT; JOHN J. KING)
 and MARYANN C. KING, H&W as JT; WILLIAM)
 17 O. MCQUAID and HELEN MCQUAID, H&W as JT;)
 TWILA G. GOFF and HUSBAND; JOB INSURANCE)
 18 AGENCY; BAY AREA FINANCIAL CORPORATION;)
 AUDREY ADAMS, a single woman; ROY L.)
 19 BUTLER, an unmarried man; MICHAEL)
 STEPHENS, a single man; COUNTY OF LOS)
 20 ANGELES; REMCO-REAL ESTATE MANAGEMENT)
 COMPANY, a California corporation,)
 21 successor to Dominguez Land Corporation;)
 DOES 1 through 100; ALL PERSONS UNKNOWN)
 22 CLAIMING AN INTEREST IN THE PROPERTY,)
)
 23 Defendants.)
 24)

25 Upon application by plaintiff and good cause appearing
 26 therefor,

27 IT IS HEREBY ORDERED AND DETERMINED:

28 1. Plaintiff has deposited the amount of probable just

D-5021

Attorney(s) for

(File Stamp)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
 MUNICIPAL JUDICIAL DISTRICT
 SMALL CLAIMS (When applicable, insert name of Municipal or Justice Court District or Branch Court)

REDEVELOPMENT AGENCY
VS
BARRINGTON, et al.,
(Abbreviated Title)

CASE NUMBER
C544 908

PROOF OF SERVICE

I served (Describe Documents) 2 Written Statements of Appraisal; Application for Order Permitting Prejudgment Possession; Order for Prejudgment Possession, and Notice of Deposit

AS FOLLOWS:

1. Name BARRINGTON MFG., INC.
2. Person served and title ... JOHN A. BARRINGTON, Person authorized to accept service
3. Person with whom left, title or relationship to person served ...
4. Date and time of delivery ... 5-22-85 at 11:45AM
5. Mailing date; type of mail.....
6. Address, city and state (when required, indicate whether address is home or business) 1046 Engracia Ave., Torrance, CA 90501 Home Business
7. Manner of service: (Check appropriate box.)
 - (Personal service) By handing copies to the person served. (CCP 415.10.)
 - (Substituted service on corporation, unincorporated association (including partnership), or public entity) by leaving, during usual office hours, copies in the office of the person served with the person who apparently was in charge and thereafter mailing (by first-class mail, postage prepaid) copies to the person served at the place where the copies were left. (CCP 415.20(a).) Place of mailing
 - (Substituted service on natural person, minor, incompetent, or candidate) By leaving copies at the dwelling house, usual place of abode, or usual place of business of the person served in the presence of a competent member of the household or a person apparently in charge of his office or place of business, at least 18 years of age, who was informed of the general nature of the papers, and thereafter mailing (by first-class mail, postage prepaid) copies to the person served at the place where the copies were left. (CCP 415.20(b).) Place of Mailing
 - Other
8. The following notice appeared on the copy of the summons served (CCP 412.30 or 474):
 - a. You are served as an individual defendant.
 - b. You are served as (or on behalf of) the person sued under the fictitious name of
 - c. You are served on behalf of
 - Under CCP 416.10 (Corporation) CCP 416.60 (Minor) Other:
 - CCP 416.20 (Defunct corporation) CCP 416.70 (Incompetent)
 - CCP 416.40 (Association or partnership) CCP 416.90 (Individual)
 - d. by personal delivery on (date)
9. At the time of service I was at least 18 years of age and not a party to this action.
Registered LOS ANGELES COUNTY Process Server, Number 79
Fee for service \$ 0.00 (Fee for service includes additional reasonable costs necessarily incurred in effecting service as per CCP 1032B.)
Executed on 5/22/85. At TORRANCE, CALIFORNIA

I declare under penalty of perjury that the foregoing is true and correct.

Signature Shaun Rossberg

Process Server SHAUN ROSSBERG

PETERSON BROS.
ATTORNEY SERVICE
1455 CRENSHAW BOULEVARD, SUITE 200
TORRANCE, CALIFORNIA 90501
(213) 328-3033

PROOF OF SERVICE

D-5021

FLOOR TITLE INSURANCE COMPANY OF CALIFORNIA

DESCRIPTION:

LOT 1 IN BLOCK 120, OF TRACT NO. 2261, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 25 PAGE 73 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TITLE OF THE VESTEE HEREIN WAS ACQUIRED BY DEED RECORDED:

POLICY RATE: 100 PERCENT

E. WREDEN:TS:2111

D-5021

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA

DESCRIPTION:

LOTS 2 AND 3 IN BLOCK 120, OF TRACT NO. 2381, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 25 PAGE 73 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TITLE OF THE VESTEE HEREIN WAS ACQUIRED BY DEED RECORDED:

POLICY RATE: 100 PERCENT

E. WREDEH:TS;2(1)

D-5021

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA

DESCRIPTION:

LOTS 4 AND 5 IN BLOCK 120, OF TRACT NO. 2381, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 25 PAGE 73 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

RATE: 100 PERCENT EW:JJ/47 (1)

D-5021

DESCRIPTION:

LOTS 6, 7 AND 8 IN BLOCK 120, OF TRACT NO. 2381, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 25 PAGE 73 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TITLE OF THE VESTEE HEREIN WAS ACQUIRED BY DEED RECORDED:

POLICY RATE: 100 PERCENT

E. #REDEN:TS;2(1)

D-5021

DESCRIPTION:

PARCEL 1:

LOT 1 IN BLOCK 124 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHWESTERLY 30 FEET OF SAID LOT.

PARCEL 2:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE WESTERLY 11 FEET OF THE NORTHWEST 144 FEET OF LOT 2, BLOCK 124, OF TRACT 2807 IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHWESTERLY 30 FEET THEREOF.

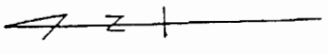
RATE: 100 PERCENT

EN:JJ/47 (1)

4508104
6908124
7207158
7507120
7817131
7907148
8207157
8407174

7354 21
SCALE 1" = 100'

1984

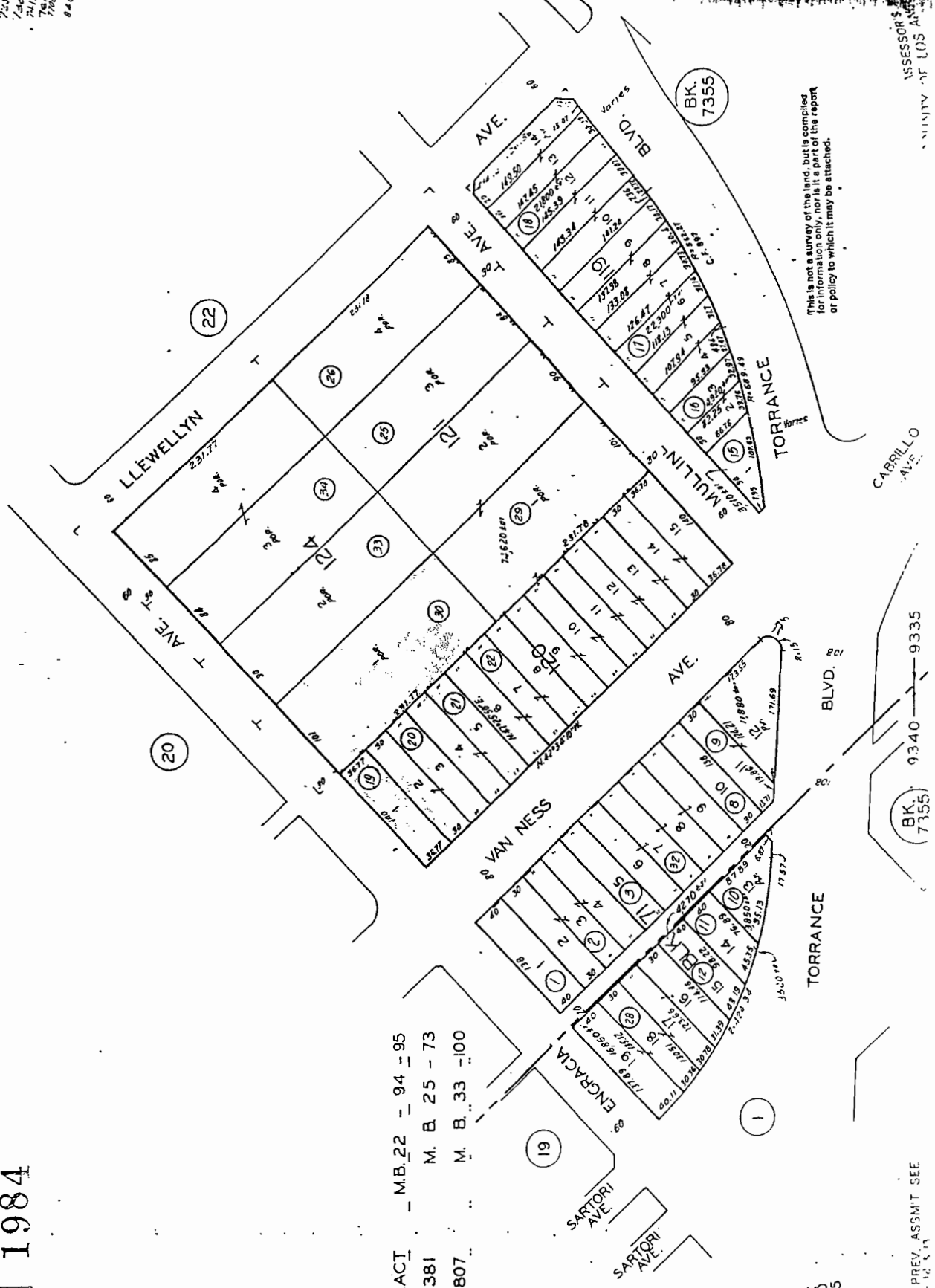


TORRANCE TRACT - M.B. 22 - 94 - 95
TRACT NO. 2361 M. B. 25 - 73
TRACT NO. 2807 M. B. 33 - 100

CODE
9340
9335

FOR PREV. ASSM'T SEE
4.7 - 1.2, 3.13

D-5021



This is not a survey of the land, but is compiled for information only, nor is it a part of the report or policy to which it may be attached.

ASSESSOR'S
CITY OF LOS ANGELES



**COUNTY OF LOS ANGELES / AUDITOR-CONTROLLER
TAX DIVISION**

153 HALL OF ADMINISTRATION, LOS ANGELES, CA. 90012
(213) 974-8361

MARK H. BLOODGOOD
AUDITOR-CONTROLLER
THOMAS J. KOZLOWSKI
DANIEL O. IKEMOTO
ASSISTANT AUDITOR-CONTROLLERS

January 6, 1986

MICHAEL L. GALINDO, CHIEF
TAX DIVISION

Redevelopment Agency of the
City of Torrance
3031 Torrance Boulevard
Torrance, California 90503

Attn: Stanley E. Remelmeyer
Agency Counsel

Re: Torrance CRA vs. Barrington, et al
SCC No. C 544908, Parcel 17,18

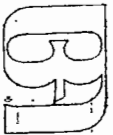
Dear Sir:

This refers to your letter of December 2, 1985, requesting the proration of current and delinquent taxes on the above Condemnation Case, prorated through August 20, 1985.

SCC Par	Tax Rate Area Assessor Parcel#	Daily Rate	Delin- quent	1985-1986	Total
17	TRA 9335 APN 7354-021-019	1.5939	\$595.37	\$81.29	\$676.66
"	TRA 9335 APN 7354-021-020	1.6579	None	84.55	84.55
"	TRA 9335 APN 7354-021-021	1.3129	None	66.95	66.95
"	TRA 9335 APN 7354-021-022	1.7340	707.91	88.43	796.34
"	TRA 9335 APN 7354-021-030	5.0546	2,037.84	257.78	2,295.62

Additional penalties will accrue on the delinquent taxes if the proration date is extended.

D-5021



Parcel No; 7354-21-19, 20, 21, 22 & 30
BANK OF AMERICA
NATIONWIDE SERVICE CENTER
PLEASANT HILL, CALIFORNIA

4706308
CASHIER'S CHECK
DATE November 21, 1985
11:55/1210

PAY TO THE ORDER OF LOS ANGELES COUNTY TAX COLLECTOR * * * * *

Bank of America 1628008770
DOLLARS

Escrow No. 993-5220

⑆121000358⑆

William
Authorized Signature

CAT NO. AA00128
AG 1210 CA (9-84)
TICOR TITLE INSURANCE

LOS ANGELES MAIN OFFICE
BANK OF AMERICA
NT & SA
LOS ANGELES, CALIFORNIA

16-86
1220

OPERATING ACCOUNT

CHECK NO. 0157946

Refer to Account / Order: 010187 00 6913.07
CENTRAL ACCOUNTING, L.A. 0000157946 Date: 01/22/86

PAY *****2,291 DOLLARS AND 35 CENTS *****
KHA INITIALS

Ticor Title Insurance Company of California

To The Order Of

L.A. COUNTY TAX COLLECTOR
A.P.N.# 7354-21-19
7354-21-22
7354-21-30

AUTHORIZED SIGNATURE

VOID AFTER 90 DAYS FROM DATE ISSUED

⑆0157946⑆ ⑆12200066⑆ 0600⑆05020⑆

DONNA BABB
CITY CLERK



CITY OF TORRANCE

3031 TORRANCE BOULEVARD, TORRANCE, CALIFORNIA
TELEPHONE (213) 328-5310 90503-2970

FILE NO: D-5001
DATE: January 24, 1986

Torrance, Calif.
Tax Division, Auditor-Controller
500 West Temple Street, Room 153
Los Angeles, California 90016

Attention: Tax Cancellation Section

Gentlemen:

The City of Torrance has acquired title to and requests cancellation of taxes on the property hereinafter described. This request and application for cancellation of taxes is made pursuant to Sections 4986 and amendments thereto of the Revenue and Taxation Code of California.

Please advise this office on the duplicate copy of this letter when cancellation has been completed.

Sincerely,

Donna M. Babb
Donna M. Babb, City Clerk

LEGAL DESCRIPTION: See Attached

COURT ORDER & PROOF OF SERVICE: Attached

PURPOSE: Redevelopment

PROPRATE TAXES TO: August 20 1985

HOW ACQUIRED: Grant Deed

DATE: October 15, 1985

WHEN ACQUIRED: October 18, 1985

GRANTOR: J.A. & J.T. BARRINGTON & A.L. RIEGEL

RECORDED: November 21, 1985

ADDRESS:

CITY:

DOCUMENT NO: 85-1380719

TYPE OF TAXES: Current & Delinquent to

IMPROVEMENTS: None 8-20-85

Approval and consent to cancellation of taxes on property hereinabove described, as requested by the City of Torrance.

Stanley E. Remelmeier
STANLEY E. REMELMEYER, City Attorney

JUL 17 '86

The above request approved and cancellation completed.
Authorization No. 59080

Date Feb. 20, 1986

By John C. Smithfield

Recording requested by Torrance City Clerk
After recording return to: City Clerk 380
3031 Torrance Blvd, Torrance CA 90503

92 1797150

DOCUMENTARY TRANSFER TAX \$ NO TAX DUE
John A. Bramhall
John A. Bramhall, City Clerk City of Torrance

1 PALMIERI, TYLER, WIENER, WILHELM & WALDRON
2 Angelo J. Palmieri
3 Patrick A. Hennessey
4 Lori K. Davies
5 Suite 1300 - East Tower
6 2603 Main Street
7 Irvine, California 92714
8 (714) 851-9400
9 Attorneys for Plaintiff
10 City of Torrance

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
4 MIN. 8 A.M. SEP 28 1992
PAST.

FILED
JUL 13 1992
JAMES H. DEMPSEY, CLERK
C. Rodriguez
C. RODRIGUEZ, DEPUTY

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

FREE S

11 CITY OF TORRANCE, a Municipal)
12 corporation,)
13 Plaintiff,)
14 v.)
15 WALTER JAMES EGAN, et al.,)
16 Defendants.)

CASE NO.: BC 013630
FINAL ORDER OF CONDEMNATION
Trial Date: April 6, 1992
Time: 9:30 a.m.
Dept: 54

17 It appearing to the court that plaintiff has paid to the
18 defendants entitled thereto, the total sum of just compensation
19 provided for in the Judgment in Condemnation;

20 IT IS THEREFORE ORDERED AND ADJUDGED:

21 The fee simple title to the parcel of property, situated in
22 the County of Los Angeles, State of California, more particularly
23 described as follows: Lot 1 in Block 119 of Tract No. 2381 in
24 the City of Torrance in the County of Los Angeles, State of
25 California, as per map recorded in Book 25, Page 73 of Maps in
26 the Office of the County Recorder of said County, is hereby
27 condemned to and taken by plaintiff for the widening,
28 construction and improvement of Torrance Boulevard and related

CITY CLERK



CITY OF TORRANCE

3031 TORRANCE BOULEVARD, TORRANCE, CALIFORNIA
 TELEPHONE (213) 618-2870 90509-2970

FILE NO: _____
 DATE: December 1, 1992

Tax Division, Auditor-Controller
 500 West Temple Street, Room 153
 Los Angeles, California 90016

Attention: Tax Cancellation Section

Gentlemen:

The City of Torrance has acquired title to and requests cancellation of taxes on the property hereinafter described. This request and application for cancellation of taxes is made pursuant to Sections 4986 and amendments thereto of the Revenue and Taxation Code of California.

Please advise this office on the duplicate copy of this letter when cancellation has been completed.

Sincerely,

[Signature]

 Donald B. Wikson, City Clerk
 John A. Bramhall

LEGAL DESCRIPTION: See Attached

PURPOSE: Street widening & improvement.

HOW ACQUIRED: Final order of condemnation. DATE: July 13, 1992

WHEN ACQUIRED: September 9, 1992

GRANTOR:

RECORDED: September 28, 1992

ADDRESS:

CITY:

DOCUMENT NO: 92-1797150

TYPE OF TAXES: All current & delinquent.

IMPROVEMENTS: None.

Approval and consent to cancellation of taxes on property hereinabove described, as requested by the City of Torrance.

[Signature]

 Stanley E. Remelmeier, City Attorney
 Ron Pohl, Notary

The above request approved and cancellation completed.
 Authorization No. 20844

Date 12-2-92

[Signature]

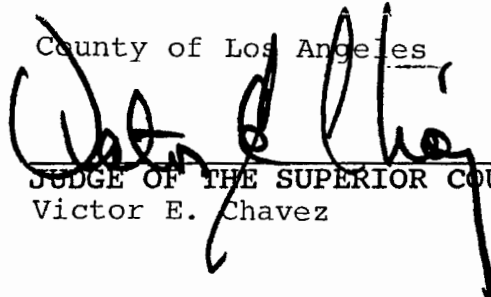
 JUN 16 1993

1 uses.

2 On filing a certified copy of this Final Order of
3 Condemnation with the County Recorder of the County of Los
4 Angeles, State of California, the fee simple title to the real
5 property described above shall vest in plaintiff, its successors,
6 and its assigns.

7 The plaintiff's portion of the current taxes due under
8 California Revenue and Taxation Code section 5082 are cancelled.

9
10 DATED: 7/13/92

County of Los Angeles

JUDGE OF THE SUPERIOR COURT
Victor E. Chavez

14 THE DOCUMENT TO WHICH THIS CERTIFICATE IS
15 ATTACHED IS A FULL, TRUE, AND CORRECT COPY
16 OF THE ORIGINAL ON FILE AND OF RECORD IN
17 MY OFFICE.

AUG 07 1992

16 ATTEST _____

JAMES H. DEMPSEY

18 Executive Officer/Clerk of the Superior
19 Court of California, County of Los Angeles.
By J.A. Litwicki, Deputy

J.A. LITWICKI

25 92-1797150

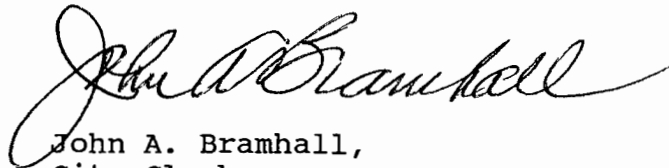
D-5834

28

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Final Order of Condemnation dated July 13, 1992, from WALTER JAMES EGAN, to the City of Torrance, a Municipal Corporation, is hereby accepted by order of Resolution No. 3417 adopted by the City Council of the City of Torrance on February 18, 1958, and duly recorded on the 26th day of February, 1958, in Book 56502, Page 139, Official Records, in the Office of the County Recorder of Los Angeles County, and that the Grantee consents to the recordation thereof by its duly authorized officer.

CITY OF TORRANCE



John A. Bramhall,
City Clerk

Dated: September 9, 1992

(Section 27281 of Government Code; as amended)

Purpose: Street widening and improvements.

92-1797150

D-5838

January 23, 1990

Agency Meeting

January 30, 1990

Honorable Chairman and Members
of the Torrance Redevelopment Agency
City Hall
Torrance, California

Members of the Agency:

SUBJECT: Award of a contract to SCS Consulting Engineers
for continued investigation of subsurface
contamination in the Industrial Redevelopment
Project Area.

ABSTRACT:

Staff recommends award of a contract in an amount not to exceed \$62,000.00 to SCS Consulting Engineers. The California Regional Water Quality Control Board has requested the Torrance Redevelopment Agency to further investigate subsurface and ground water contamination on the Torrance/American Honda property.

BACKGROUND:

Since 1983, the Redevelopment Agency has been involved with American Honda Motor Co., Inc. to redevelop the area within the former 25-Acre Site bordered by Torrance Boulevard, Van Ness Avenue and Santa Clara Avenue. While undertaking geotechnical work on the site in 1985, the Agency and Honda staff discovered hydrocarbon (dissolved gasoline) vapors from the ground water. To date, we have assisted the Water Quality Board to determine the source (Mobil Oil) and extent of a massive hydrocarbon plume that is responsible for most of the ground water pollution. During this period, SCS conducted the ongoing professional work on the site for the Agency and Honda.

On November 17, 1989, we met with Water Quality Board staff to discuss the results of sampling and monitoring from ground water wells on the site, as well as the impending amendment to the Clean-Up and Abatement Order (CAO) for the Mobil Oil Corporation. At that meeting, Water Quality Board staff requested that the Agency and Honda continue investigating subsurface and ground water conditions on the site. A Work Plan for a subsurface investigation on the site was prepared and then reviewed by Water Quality Board staff. The Water Quality Board staff suggested minor changes to the Work Plan on December 21, 1989, permitting us to modify the Work Plan accordingly. (see attachments #1 and #2)

Since 1986, SCS has demonstrated its expertise by developing accurate data regarding subsurface conditions on the site and conducting all previous work in a competent, efficient and timely manner. Given both Water Quality Board staff's desire to see the investigation begin immediately and the consultant's technical expertise, SCS is the only qualified firm to continue the investigation of subsurface contamination on the subject site.

SCS estimates that the approximate cost for the additional investigation to be \$50,910.00 (see attachments #3 and #4) with the work continuing until approximately January 1991 to include time for additional meetings and review of the final report. However, the final cost and time schedule for all work may differ if the Water Quality Board modifies the Work Plan as results become available.

Funding required for the subsurface investigation of the ground water includes the approximate cost of the initial study (\$50,910.00) and a twenty (20) percent contingency fund. Sufficient financing to cover this cost exists in Redevelopment Agency's Professional and Technical Services account. A copy of the executed contract is attached. (see attachment #5)

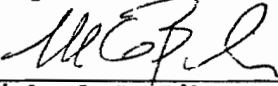
Presently, the Agency's Participation Agreement with American Honda Motor Co., Inc. requires the Agency and Honda to share the cost of any subsurface investigation on the site. This agreement will apply to the continued ground water investigation on the subject site and Honda will be required to reimburse TRA for fifty (50) percent of the cost.

RECOMMENDATION:

Redevelopment Agency staff recommends that a contract for Additional Investigation at Torrance/American Honda Site be awarded to SCS Consulting Engineers, Inc. in an amount not to exceed \$62,000.00, with funding from the Redevelopment Agency's Professional and Technical Services account.

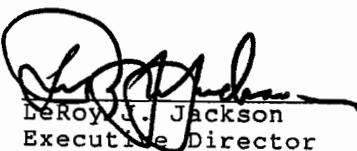
Respectfully submitted,

DAVID S. FERREN
Deputy Executive Director

By 
Michael G. Bihn
Sr. Principal Planner

CONCUR:


David S. Ferren
Deputy Executive Director


Leroy A. Jackson
Executive Director

MGB:ML

Attachments:

1. Correspondence from SCS to California Regional Water Quality Board, November 29, 1989.
2. Correspondence from California Regional Water Quality Board to American Honda Motor Corp. Inc., December 21, 1989.
3. Correspondence from SCS to Torrance Redevelopment Agency, December 5, 1989.
4. Correspondence from SCS to Torrance Redevelopment Agency, January, 18, 1990.
5. Contract with and between SCS and Torrance Redevelopment Agency.

SCS ENGINEERS

November 29, 1989
File No. 186008

Mr. Jim Ross
California Regional Water Quality
Control Board
Los Angeles Region
101 Centre Plaza Drive
Monterey Park, California 91754-2156

RECEIVED
CITY OF TORRANCE

DEC 04 1989

PLANNING DEPARTMENT

Subject: Work Plan for Additional Investigation at
Torrance/America Honda Site

Dear Mr. Ross:

According to our discussion at our joint meeting of November 17, 1989, we have prepared the enclosed work plan regarding additional investigation at the subject site. This investigation will consist of the following tasks:

- Task 1 - Review of Existing Mobil Reports for EPA Method 601/602 Data
- Task 2 - Review of Current Mobil Report for EPA Method 601/602 Data
- Task 3 - Review of RWQCB Files for Additional Sites in the Torrance Region
- Task 4 - Resample On-Site Torrance Wells for EPA Method 601/602 Compounds
- Task 5 - Sample Selected On-Site and Off-Site Mobil Wells for EPA Method 601/602 Compounds
- Task 6 - Drill Soil Borings on 26-Acre Parcel
- Task 7 - Sampling of MW2 on 26-Acre Parcel
- Task 8 - Prepare Final Report

These tasks are discussed in further detail in the following section.

TASK 1 - REVIEW OF EXISTING MOBIL DATA FOR EPA METHOD 601/602

Existing Mobil reports will be reviewed for EPA 601/602 compounds detected and their respective detection limits. This information will be summarized into tables and/or figures for submittal to the RWQCB.

TASK 2 - REVIEW OF CURRENT MOBIL REPORT FOR EPA METHOD
601/602

Analytical data from the most current sampling round will be reviewed for EPA 601/602 data. This information should be available in the December 31, 1989 Mobil report; we hope to be able to receive a copy of this report during mid to late January 1990. This information will be summarized in the same manner as above.

TASK 3 - REVIEW OF RWQCB FILES FOR ADDITIONAL SITES IN THE
TORRANCE REGION

RWQCB files will be reviewed for additional information regarding sites in the Torrance and nearby areas which may contain chlorinated hydrocarbons in ground water. This data will also be summarized into a map showing the locations of these sites and the types of components detected as well as their ranges and laboratory detection levels.

TASK 4 - RESAMPLE ON-SITE TORRANCE WELLS FOR EPA METHOD
601/602 COMPOUNDS

The 8 existing on-site wells (MW1, MW2, MW4, MW5, MW6, ATT2, ATT3, ATT4) will be sampled for EPA 601/602 compounds every 2 months for a period of 6 months to establish background information regarding water levels and the possible persistence of chlorinated compounds on this property.

Sampling procedures used will be the same as those utilized previously. Prior to ground water sampling, water levels will be collected in all existing monitoring wells. Following water level measurements, a submersible pump will be lowered into the well. Wells will be pumped until 3 to 4 well volumes of water have been removed from the well and the pH, temperature, and conductivity readings have stabilized. Notations will be made as to odor, color, and turbidity of the water being removed by the pump.

Samples will be collected using a teflon or acrylic bailer. The ground water samples will be placed into pre-cleaned 40-ml I-Chem vials with Teflon-coated septa, labelled with a sample tag, and placed in an ice chest. Proper chain-of-custody documentation will also be completed.

Mr. Jim Ross
November 29, 1989
Page Three

All sampling equipment will be decontaminated thoroughly between each well to eliminate any possibility of cross-contamination. Decontamination will consist of either steam-cleaning or pumping at least 10 gallons of the following solutions through the pump and the discharge tubing in the following sequence:

1. Trisodium phosphate soap (TSP) and tap water
2. Tap water rinse
3. Tap water rinse.

Data collected during each sampling round will be submitted to the RWQCB in a letter report. The final report will contain a summary of all 3 sampling rounds.

**TASK 5 - SAMPLE SELECTED ON-SITE AND OFF-SITE MOBIL WELLS FOR
EPA METHOD 601/602 COMPOUNDS**

Based on the information obtained in Task 1, selected on-site and off-site Mobil wells will be analyzed for the presence of low level EPA 601 compounds. These wells will be sampled in the same manner as described in Task 4. This data will also be submitted to the RWQCB in a letter report.

We propose to split samples with Mobil during their next semi-annual sampling round which we expect will occur in February or early March. Cooperation from Mobil personnel will be essential to performing and completing this task in a timely manner.

TASK 6 - DRILL SOIL BORINGS ON 26-ACRE PARCEL

Two soil borings will be drilled in the area of the former Eden Steel tanks to determine if hydrocarbons exist in the soils underlying the former tanks. Soil borings will be drilled using 7-inch hollow stem auger with samples collected at 5 foot intervals to depth. The geologist on-site will log the soils encountered and will obtain readings from the samples collected using an Organic Vapor Analyzer (OVA) or Hnu. Any discoloration or odors will be noted in the boring log.

Sampling will begin at 20 feet and borings will be terminated at 50 feet if contaminated soils are not encountered. If contaminated soils are detected, the borings will continue until clean soil is encountered.

Mr. Jim Ross
November 29, 1989
Page Four

Selected soil samples collected will be analyzed for EPA 8015 and 8020 components according to observations of the field geologist and instrument readings. This data will also be summarized into a report for the RWQCB.

TASK 7 - SAMPLING OF MW2 ON THE 26-ACRE PARCEL

This task will be coordinated with Task 4. In addition to EPA 601 and 602 compounds, this well will also be sampled once for those compounds which may indicate the accidental release of the sewage into the ground water in this well. This data will be conveyed to the RWQCB along with the data collected during the proposed sampling at the site.

TASK 8 - PREPARE FINAL REPORT

A final report will be prepared summarizing the results of Tasks 1 through 7. This report will contain conclusions with respect to the nature of volatile organic compounds on the subject site and the surrounding area.

TIME SCHEDULE

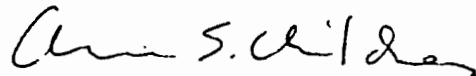
The following is the expected time schedule for the above tasks provided an approved work plan is received by December 15, 1989.

<u>Task No.</u>	<u>Completion Date</u>
1	December 29, 1989
2	February 16, 1990
3	January 17, 1990
4	May 31, 1990
5	May 18, 1990
6	January 17, 1990
7	January 26, 1990
8	June 15, 1990

Mr. Jim Ross
November 29, 1989
Page Five

Please review and comment on the attached work plan at your earliest convenience as we would like to begin as soon as possible. If you have any questions on this submittal, please call any of the undersigned.

Sincerely,



Anne S. Childress, R.G.
Project Geologist



Kenneth V. LaConde
Project Director
SCS ENGINEERS



Richard C. Slade, R.G.
Consulting Ground Water Geologist

cc: J.T. Liu, RWQCB
Mike Bihn, TRA
Jane Hasselbach, TRA
Curt Cedarquist, American Honda
Colin Leonard, BWS
Steve Onstott, BWS
Joe Armao, HEWM

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD—
LOS ANGELES REGION

101 CENTRE PLAZA DRIVE
MONTEREY PARK, CALIFORNIA 91754-2156
(213) 266-7500



RECEIVED
CITY OF TORRANCE

JAN 02 1990

PLANNING DEPARTMENT

December 21, 1989

Mr. Curt Cedarquist
American Honda Motor Company, Inc.
700 Van Ness Avenue
Torrance, CA 90501

WORKPLAN FOR ADDITIONAL SITE ASSESSMENT FOR AMERICAN HONDA/TORRANCE
PROJECT (FILE NO. 86-10)

We have reviewed the subject workplan submitted by SCS Engineers and have the following comments:

1. Tasks 4 and 5

In order to assure that these tasks will be completed in a timely manner, SCS Engineers and Mobil shall notify each other and the Regional Board staff at least 72 hours prior to their field sampling schedules, so that representatives from all three organizations can be present at the same time to collect split samples. Also, copies of all the future correspondence and reports shall be forwarded to all the agencies and organizations involved in the subsurface investigation at the Mobil/American Honda area.

2. Task 6

At least one of the soil borings drilled near the former Eden Steel underground storage tanks (preferably the boring downgradient from the former tanks) shall be converted to a monitoring well screened in the regional aquifer. Water samples collected from this well shall be analyzed for volatile chlorinated compounds (EPA 601), total petroleum hydrocarbons (modified EPA 8015), aromatic compounds (EPA Method 602), and DOHS CAM metals. A map showing the soil boring locations shall be submitted to this Board by January 2, 1990.

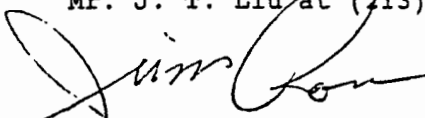
3. Additional Monitoring Wells

The additional site assessment shall achieve the goals of identifying source(s) of the subsurface contamination and defining the vertical and horizontal extent of ground water contamination primarily for volatile chlorinated compounds. We will require additional monitoring wells if the above-mentioned goals are not appropriately achieved during this phase of investigation.

Mr. Curt Cedarquist
Page 2

In summary, we have no objection to you implementing the tasks proposed in the SCS Engineers Workplan provided that modifications be made according to the requirements summarized in our comments.

If you have any questions concerning this matter, please contact Mr. J. T. Liu at (213) 266-7612



J. E. ROSS, Unit Chief
Hazardous Waste Unit

JTL/

cc: Michael Bihn, Redevelopment Agency of the City of Torrance
Anne S. Childress, SCS Engineers
Colin Leonard, Law Office of Burke, Williams & Sorensen
Joe Armao, Law Office of Heller, Ehrman, White & McAuliffe
Ron Lynch, Mobil Oil Corporation
State Department of Health Services, Toxic Substance Control
Division, Region 4

SCS ENGINEERS

December 5, 1989
File No. 186008

Mr. Mike Bihn
Ms. Jane Hasselbach
City of Torrance
Planning Department
3031 Torrance Boulevard
Torrance, California 90503

RECEIVED
CITY OF TORRANCE
DEC 06 1989
PLANNING DEPARTMENT.

Subject: Cost Estimate for Additional Work at Torrance/
American Honda Site

Dear Mike and Jane:

Enclosed is an estimate of the costs associated with the work plan as outlined in the letter to Jim Ross dated November 29, 1989. This additional investigation includes the following tasks:


- Task 1 - Review of Existing Mobil Reports for EPA Method 601/602 Data
- Task 2 - Review of Current Mobil Report for EPA Method 601/602 Data
- Task 3 - Review of RWQCB Files for Additional Sites in the Torrance Region
- Task 4 - Resample On-Site Torrance Wells for EPA Method 601/602 Compounds
- Task 5 - Sample Selected On-Site and Off-Site Mobil Wells for EPA Method 601/602 Compounds
- Task 6 - Drill Soil Borings on 26-Acre Parcel
- Task 7 - Sampling of MW2 on 26-Acre Parcel
- Task 8 - Prepare Final Report

The estimated costs for this scope of work are shown in the attached exhibit. However, if the Regional Water Quality Control Board modifies the proposed work plan, the final costs may differ.

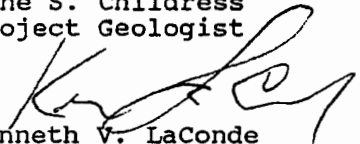
Mr. Mike Bihn
Ms. Jane Hasselbach
December 5, 1989
Page Two

If you have any questions on this submittal, please call any
of the undersigned.

Sincerely,



Anne S. Childress
Project Geologist



Kenneth V. LaConde
Project Director
SCS ENGINEERS

enclosure

EXHIBIT 1
 COST ESTIMATE FOR PROPOSED ADDITIONAL INVESTIGATION
 AT TORRANCE/AMERICAN HONDA SITE

=====	
Task 1 - Review of Existing Mobil Reports for EPA Method 601/602 Data	
o Review reports and prepare letter to RWQCB.....	\$ 1,286
Task 2 - Review of Current Mobil Report for EPA Method 601/602 Data	
o Review report and prepare letter to RWQCB.....	511
Task 3 - Review of RWQCB Files for Additional Sites in the Torrance Region	
o Review files, prepare letter, and present briefing to TRA.....	2,572
Task 4 - Resample On-Site Torrance Wells for EPA Method 601/602 Compounds (3 separate sampling events)	
o Geologist and technician to sample wells (8 days).....	10,000
o Analysis of samples for EPA 601/602 (27 samples @ \$225/ea, includes field blanks).....	6,075
o Equipment rental.....	1,200
o 55-gallon drums (does not include disposal of ground water).....	600
Task 5 - Sample Selected On-Site and Off-Site Mobil Wells for EPA Method 601/602 Compounds (one sampling event)	
o Technician to sample wells (assumes 20 wells and samples will be split with Mobil) (10 days)	3,040
o Analysis of EPA 601/602 20 samples @ \$225/ea.....	4,500

EXIHIBIT 1 - CONTINUED

Task 6 - Drill Soil Borings on 26-Acre Parcel	
o Drill rig.....	1,250
o Geologist to direct drillers, log samples, etc.....	792
o Prepare report.....	750
Task 7 - Sampling of MW2 on 26-Acre Parcel	
o Labor to be included in Task 4	
o 2 to 3 samples for Coliform.....	100
Task 8 - Prepare Final Report	
o Report preparation.....	1,500
Additional Task - Meeting attendance	
o Attendance at 3 meetings (Ken LaConde, Anne Childress and Richard Slade).....	3,500
Consultants (R. Slade).....	2,200
Misc. (travel, xerox, phone, etc.).....	600
General and Administrative.....	6,071
TOTAL.....	\$46,547

SCS ENGINEERS

January 18, 1990
File No. 186008

Mr. Mike Bihn
Ms. Jane Hasselbach
City of Torrance
Planning Department
3031 Torrance Boulevard
Torrance, California 90503

VIA FAX

Subject: Revised Cost Estimate for Additional Work at Tor-
rance/ American Honda Site

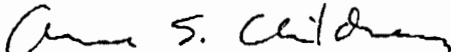
Dear Mike and Jane:

Enclosed is a revised cost estimate for additional work required at the subject site by the Regional Water Quality Control Board (RWQCB). This revised estimate supersedes our estimate in the December 5, 1989 letter.

The revised cost estimate reflecting limited soils analysis in Task 6 and ground water sampling and analysis of the new Mobil wells should total \$50,910. However, these costs do not reflect the drilling and installation of additional ground water wells should they be required at a later date by the RWQCB.

If you have any questions on this submittal, please call either of the undersigned at (213) 426-9544.

Sincerely,


Anne S. Childress
Project Geologist


Kenneth V. LaConde
Project Director
SCS ENGINEERS

CONTRACT

THIS AGREEMENT is made effective this _____ day of _____, 19__ by and between CITY OF TORRANCE REDEVELOPMENT AGENCY (hereinafter referred to as "CLIENT") and SCS CONSULTING ENGINEERS, acting as an independent contractor (hereinafter referred to as "CONSULTANT").

ARTICLE I - CHARACTER AND EXTENT OF SERVICES

A. CONSULTANT shall provide services for CLIENT all as more fully appears in the Work Plan for Additional Investigation at Torrance/American Honda Site, Exhibit "1", hereto attached and incorporated herein by this reference. Notwithstanding any other language in this Agreement or in any attachment or addendum hereto, CONSULTANT, at all times, in the performance of CONTRACTOR's services, shall act as and shall be an independent contractor. CONSULTANT shall perform all the duties set forth in Exhibit "1", hereto attached, and all other duties expressly set forth, in a competent, efficient, and timely manner. To the extent the description of the duties set forth in the said Exhibit "1" include professional drilling services, then any services rendered or reports or recommendations prepared or submitted by CONSULTANT shall be in accordance with generally acceptable standards within the profession, all in accordance with practices and standards in the area where CONSULTANT performs such services.

B. Promptly upon execution of this Agreement, or as otherwise mutually agreed by the parties, CONSULTANT shall provide the services in accordance with the Work Plan for Additional Investigation at Torrance/American Honda Site, attached hereto as Exhibit "1" and incorporated herein by reference. Once CONSULTANT begins providing services, CONSULTANT will diligently and timely perform all services required of it by this Agreement.

C. It is understood and agreed that CLIENT, in the performance of its professional duties, may give directions or guidance to CONSULTANT as to certain duties to be performed by it. In doing so, CLIENT does not undertake the direct supervision or control of CONSULTANT. Moreover, in no event will any employee or agent of CLIENT have the right to directly control or supervise any employee or agent of CONSULTANT. Cooperative efforts by the parties in performing under this Agreement shall not alter the basic relationship of the parties nor be construed as an exercise of direct supervision or control by CLIENT over the actions of CONSULTANT. At all times, the duties, responsibilities and obligations of CONSULTANT shall be expressly set forth in this Agreement and in any written modification of this Agreement.

ARTICLE II - CONSIDERATION AND PAYMENT

A. In full monetary consideration for this Agreement and the services to be performed by CONSULTANT hereunder, CLIENT will pay CONSULTANT fifty thousand nine hundred and ten dollars (\$50,910.00) as specified in Cost Estimate for Additional Work at Torrance/American Honda Site, Exhibits "2" and "3", hereto attached and incorporated herein by this reference.

B. CLIENT will set aside an additional twenty (20) percent contingency fee in the event the CLIENT orders an appreciable change in said work plan, then the CONSULTANT shall be paid an additional fee for the extra work caused thereby. Such additional fee shall be agreed upon by the CONSULTANT and the CLIENT prior to the performance of such work.

C. CONSULTANT shall submit monthly invoices based on total services which have been completed in the previous month. Payment will be made to CONSULTANT by CLIENT for the services of CONSULTANT performed hereunder not later than thirty (30) days after submittal.

ARTICLE III - PERIOD OF PERFORMANCE

This Agreement will be in effect immediately upon its execution and shall continue in force and effect until the obligations of the parties are complete or until sooner terminated.

ARTICLE IV - CHANGES

CLIENT, without invalidating this Agreement, may order changes in writing in services within the general scope of this Agreement consisting of additions, deletions, or other revisions. If such changes cause an increase or decrease in the contract sum or the contract time, an equitable adjustment shall not be cause for refusal of CONSULTANT to timely perform the additional or altered services. Any and all changes in the services shall be authorized or directed in writing executed by CLIENT. At all times, responsibilities, and obligations of CONSULTANT shall be expressly set forth in this Agreement and in any written modification of this Agreement.

ARTICLE V - OWNERSHIP AND REPRODUCTION OF DOCUMENTS

A. The report and all supplementary materials, details, computations, studies, reports and other documents as well as all preliminary reports, details, computations, studies, reports and other documents prepared or provided by the CONSULTANT under this Agreement shall be the property of the CLIENT when paid for. CONSULTANT may retain copies thereof for its files and its internal use.

B. CONSULTANT shall not permit reproductions to be made of the Draft Report or any of the preliminary materials, except upon the order of, or with the consent of the CLIENT.

ARTICLE VI - COMPLIANCE WITH LAWS AND DUTIES

A. CONSULTANT has reviewed the services to be provided and has made its own investigation concerning such services. CONSULTANT has determined that it has sufficient information to enter into this Agreement and perform the services called for herein, and that CONSULTANT has the requisite staff, material, and experience required to perform CONSULTANT's duties hereunder. CONSULTANT agrees and acknowledges that CLIENT has made no representations or warranties concerning the services to be provided, other than as expressly set forth herein or in an Exhibit hereto attached, and CONSULTANT has relied solely upon its own review and investigation in entering into this Agreement.

B. CONSULTANT at its own cost and expense may retain registered professional consultants acceptable to CLIENT, to furnish any engineering data necessary to the preparation of the reports as provided in Exhibit "1", as required.

C. CONSULTANT shall perform the services as an independent consultant in accordance with its own methods, the terms of this Agreement, and all applicable federal, state and local laws, regulations, rules and ordinances. CONSULTANT shall at all times perform its duties in a competent and timely manner.

ARTICLE VII - FAILURE TO PROVIDE
SATISFACTORY SERVICE

If, in the opinion of the CLIENT, the CONSULTANT fails to perform or provide prompt, efficient and thorough service, or if the CONSULTANT fails to complete the several portions of its work within a reasonable amount of time, the CLIENT shall have the right to terminate this Agreement, take the CONSULTANT's studies and other work products, insofar as they are complete and acceptable to the CLIENT, and pay the CONSULTANT therefor in accordance with the provisions of Article VII herein.

ARTICLE VIII - SUSPENSION OR ABANDONMENT
OF PROJECT

A. CLIENT may suspend, in writing, all or portions of the work under this Agreement in the event unforeseen circumstances beyond the control of the CLIENT make normal progress in the performance of the work impossible. CONSULTANT may request that the work be suspended by notifying the CLIENT, in writing, of circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds ninety (90) days, the terms of the Agreement are subject to renegotiation.

B. CLIENT may terminate all or a portion of the work covered by Exhibit "1" for its convenience. Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement. Termination of the Agreement is accomplished by fifteen (15) days prior to written notice from the party initiating termination to the other.

C. In the event of termination, CONSULTANT shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed ten (10) percent of the total time expended on the terminated portion of the project prior to the effective date of termination.

D. CONSULTANT shall be compensated for the terminated portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the ten (10) percent limitation described in paragraph "C".

E. If the CLIENT determines that a part of the work involved in the project shall be suspended or abandoned, such suspension or abandonment of a portion of the project shall not make void or invalidate this Agreement.

ARTICLE IX - INDEMNIFICATION AND LIABILITY

A. CONSULTANT agrees to indemnify, hold harmless, and defend CLIENT, its officers, directors, employees and agents, and all its contractors and consultants from and against all claims, losses, damages, charges, or expenses to which they or any of them may be put or subjected arising out of or resulting from any negligent act or actions, omissions, or failure to act, or claims arising from such acts, on the part of the CONSULTANT, its contractors and consultants, its suppliers, and anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable in the performance of the services described in this Agreement.

B. CONSULTANT further agrees that where other consultants or contractors are employed in the work, it will not hold CLIENT responsible for loss, damage, or injury caused by any fault or negligence of such other consultants or contractor; and it agrees that it will look solely to said consultants or contractors for recovery from them, or any of them, for any such damage or injury.

C. CLIENT agrees to indemnify and hold CONSULTANT, its directors, officers, employees, agents, and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands, or causes of action for contribution or indemnification), liability, and costs (including attorney's fees and other costs of defense), which results from any release or threatened release of any hazardous waste, substance, pollutant or contamination, as defined under state or federal laws, on or from the job site; provided, however, that CLIENT will not be obligated to indemnify CONSULTANT against any such liability arising as a result of CONSULTANT's, or its director's, officer's, employee's, agent's, or subcontractor's negligence or intentional misconduct.

ARTICLE X - INSURANCE

A. Not in derogation of the obligations imposed upon CONSULTANT pursuant to Subsection A. hereof, the CONSULTANT shall take out and maintain during the life of this Agreement, a comprehensive liability policy in the amount of One Million Dollars (\$1,000,000.00) combined single limit policy, including contractual liability. The policy shall name the CLIENT (the Redevelopment Agency and the City of Torrance) and its respective elected and appointed officers, agents, and employees as additional insureds under the policy.

B. CONSULTANT shall furnish, at all times during the term of this Agreement, a notarized certificate of insurance countersigned by an authorized agent of the insurance carrier on a form of the insurance carrier setting forth the general provisions of the insurance coverage. The certificate shall contain a statement of obligation on the part of the carrier to notify the CLIENT of any material change, cancellation or termination of coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination.

C. Coverage provided hereunder by the CONSULTANT shall be primary and not contributing with any insurance maintained by the CLIENT, and the policy shall contain such an endorsement. The insurance policy or the certificate of insurance shall contain a waiver of subrogation from the benefit of the CLIENT.

D. The CONSULTANT shall maintain during the life of this Agreement, all other insurance required by law, including, but not limited to, worker's compensation coverage.

E. The CONSULTANT shall also furnish or cause to be furnished to the CLIENT evidence satisfactory to the CLIENT that any contractor with whom it has contracted for the performance of work pursuant to this Agreement carries worker's compensation insurance as required by law.

ARTICLE XI - NOTICE

Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be served by personal delivery or by certified mail at the following addresses, unless and until different addresses may be furnished in writing by either party to the other, and such notice shall be deemed to have been served within seventy-two (72) hours after the same has been deposited in the United States Post Office by certified mail or has been delivered personally, and shall be a valid and sufficient service of notice for all purposes:

CLIENT: Clerk of the Redevelopment Agency
of the City of Torrance
3031 Torrance Boulevard
Torrance, California 90503

CONSULTANT: SCS Consulting Engineers
3711 Long Beach Boulevard
Long Beach, California 90807

ARTICLE XII - ASSIGNMENT

These terms and conditions and the Agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either the CLIENT or the CONSULTANT without the prior written consent of the other.

ARTICLE XIII - INTEGRATION

These terms and conditions and the Agreement, including attachments incorporated herein by reference, to which they are attached represent the entire understanding of the CLIENT and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. The Agreement may not be modified or altered except in writing signed by both parties.

ARTICLE XIV - JURISDICTION

This Agreement shall be administered and interpreted under the laws of California. Jurisdiction of litigation arising from the Agreement shall be in that state. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

IN WITNESS WHEREOF, CLIENT and CONSULTANT have executed this Agreement this _____ day of _____, 19____.

REDEVELOPMENT AGENCY
OF THE CITY OF TORRANCE,
A Municipal Corporation

By _____
Chairman

By _____
Executive Director

ATTEST:

Clerk of the Agency

SCS CONSULTING ENGINEERS

By _____

APPROVED AS TO FORM:

KENNETH L. NELSON
City Attorney

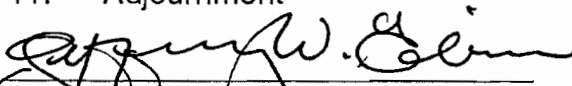
By _____
William G. Quale
Deputy City Attorney

REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE

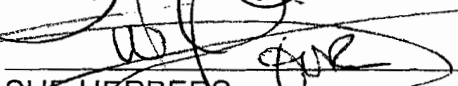
August 19, 2003

At 5:30 p.m., or as soon thereafter as Council business can be disposed of, the City Council will take a recess without leaving their seats and meet as the Redevelopment Agency of the City of Torrance.

1. Roll Call
2. Motion to Accept & File Report on Posting of Agenda
3. Approval of Minutes: August 12, 2003
4. Communications and Other Business: None
 - a. Recommendation of Redevelopment Agency Staff to Approve the Grant of Easement and authorize the Executive Director to execute a Grant of Easement by and between the Redevelopment Agency and American Honda Motor Co., Inc. for property located within the American Honda Campus at the northeast corner of Torrance Boulevard and Van Ness Avenue.
5. Hearings: None
6. Report of the Director and Other Officers
7. Report of Committees
8. Addendum Matters
9. Oral Communications
10. Request for Executive Session: None
11. Adjournment



 JEFFREY W. GIBSON
 Deputy Executive Director



 SUE HERBERS
 Clerk of the Agency

ROLL CALL: Lieu, Mauno, McIntyre, Nowatka, Scotto, Witkowsky and Walker

Redevelopment Agency
 August 19, 2003

Redevelopment Agency Meeting of
August 19, 2003

AGENCY AGENDA ITEM 4A

Honorable Chair and Members
of the Torrance Redevelopment Agency
City Hall
Torrance, California

Members of the Agency:

SUBJECT: Grant of Easement

RECOMMENDATION

Recommendation of Redevelopment Agency Staff to Approve the Grant of Easement and authorize the Executive Director to execute a Grant of Easement by and between the Redevelopment Agency and American Honda Motor Co., Inc. for property located within the American Honda Campus at the northeast corner of Torrance Blvd. and Van Ness Ave.

Funding: n/a

BACKGROUND/ ANALYSIS

In 1985, the Agency entered into an Owner Participation Agreement (OPA) with American Honda for the acquisition of 25 acres of land at the northeast corner of Van Ness and Torrance Blvd. The Agreement involved many responsibilities on the part of both parties and involved a follow up Implementation Agreement. With few exceptions, all the provisions of the agreements have been completed as contemplated. One issue that is outstanding is the ownership of the Solvent Coating property located within the American Honda Campus.

In the course of demolition of the project subsurface soil issues were discovered at the Solvent Coating property. The Agency took possession of the property and it was incorporated into the American Honda site plan. However American Honda did not take title to the property but was prepared to accept ownership upon resolution of the subsurface soils issues.

During the intervening years, American Honda has had use of the surface of the property while the Agency has continued to seek resolution of the subsurface issues. The property is indistinguishable from the remainder of the campus. American Honda has requested an easement over this property to document their

right to use the area. On February 11, 2003, the Redevelopment Agency reviewed the issue and instructed staff to return with the appropriate documentation. Staff has meet with Honda representatives and together developed the attached Grant of Easement.

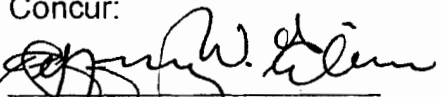
Agency Staff will continue to work with American Honda to finalize the transfer of ownership from the Agency to American Honda as originally contemplated in the Owner Participation Agreement.

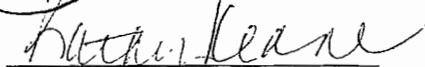
Respectfully submitted,

JEFFERY W. GIBSON
Deputy Executive Director

By: 
Michael G. Bihn
Planning Manager
Redevelopment, Housing &
Comprehensive Planning

Concur:


Jeffrey W. Gibson
Deputy Executive Director


LeRoy J. Jackson
Executive Director

Attachment:

A. Grant of Easement

ATTACHMENT A IS NOT YET AVAILABLE.

Redevelopment Agency
August 19, 2003

SUPPLEMENTAL TO AGENCY ITEM 4A

Honorable Chairwoman and Members
of the Torrance Redevelopment Agency
City Hall
Torrance, California

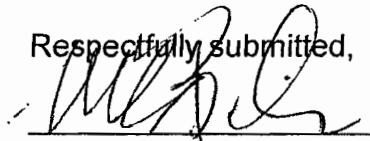
Members of the Agency:

SUBJECT: Grant of Easement

Agency staff received the final version of the Grant of Easement from American Honda's Representative after Agency Item 4A had been reproduced.


Staff continues to recommend approval of the Grant of Easement by and between the Redevelopment Agency and American Honda Motor Co., Inc for property located with the American Honda Campus at the northeast corner of Torrance Blvd. and Van Ness Ave.

Respectfully submitted,



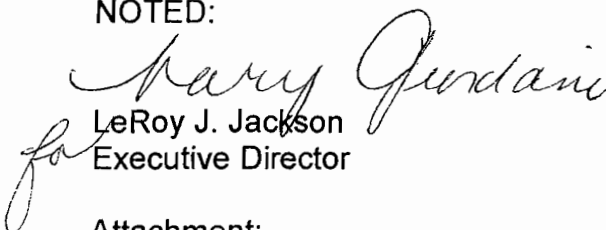
Michael G. Bihn
Planning Manager
Redevelopment, Housing & Comprehensive Planning

CONCUR:



Jeffrey W. Gibson
Deputy Executive Director

NOTED:



LeRoy J. Jackson
Executive Director

Attachment:
Grant of Easement

Attachment A

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

American Honda Motor Co., Inc.
1919 Torrance Blvd.
MS 100 - 1W - 4D
Torrance, CA 90501-2746
Attn: Anthony P. Piazza

GRANT OF EASEMENT

This GRANT OF EASEMENT ("Grant") is made this ____ day of _____, 2003, by and between THE CITY OF TORRANCE ("Grantor"), and AMERICAN HONDA MOTOR CO., INC., a California Corporation ("Grantee").

WHEREAS, Grantee and the Redevelopment Agency of the City of Torrance (the "Agency") entered into that certain Participation Agreement dated April 16, 1985, whereby: (i) the Agency agreed to acquire, from Grantor, and sell to Grantee; and (ii) Grantee agreed to purchase from the Agency, that certain parcel of real property located generally as indicated on Exhibit "A" attached hereto and made a part hereof (the "Torrance Property"); and

WHEREAS, during Grantee's investigation of the suitability of the Torrance Property for acquisition and development, it was discovered that certain portions of the Torrance Property were contaminated with surface and subsurface hazardous materials generated by prior owners and users of those portions of the Torrance Property as well as by adjacent property owners; and

WHEREAS, as a result of the discovery of the hazardous materials, Grantee declined to purchase those portions of the Torrance Property that were so contaminated and the Agency agreed: (i) that it would not acquire a portion of the contaminated area ("Parcel A"), but rather, would permit Grantor to retain ownership of Parcel A; (ii) that it would retain ownership of the remaining portions of the contaminated area ("Parcel B"); and (iii) that it would sell to Grantee only the remaining portions of the Torrance Property (exclusive of Parcels A and B) that were not so contaminated; and

WHEREAS, Grantor is the owner of Parcel A, having Assessor's Parcel Number 7354-021-913, as described on Exhibit "B" attached hereto and made a part hereof, and has removed, remediated or otherwise eliminated in accordance with applicable law all of the hazardous materials located on or under Parcel A; and

WHEREAS, Grantee, by sale from the Agency, became and has remained the owner of the non-contaminated portions of the Torrance Property, described on Exhibit "C" attached hereto and made a part hereof (the "Honda Property"); and

WHEREAS, Grantor has permitted Grantee to use the surface area of Parcel A on an exclusive basis for purposes of ingress, egress, parking, landscaping and related non-intrusive purposes associated with Grantee's use of the Honda Property; and

WHEREAS, Grantor and Grantee wish to formalize and make a public record of the nature and extent of their respective rights of use and occupancy of Parcel A, all as more specifically set forth herein;

NOW THEREFORE, in consideration of the foregoing recitals and of the reservations, covenants, grants, restrictions and agreements contained herein and for other valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. For the express benefit of Grantee and the Honda Property and subject to Grantor's continued ownership, dominion and control of the subsurface portions of Parcel A, Grantor has this date bargained, conveyed, delivered, transferred, and sold, and by these presents, does bargain, convey, deliver, transfer and sell unto Grantee an exclusive easement over and across the surface of Parcel A (Parcel A is sometimes hereinafter referred to as the "Servient Tenement"). Grantee may use the Servient Tenement for the following uses and/or purposes:
 - A. To install, repair and maintain roads and walkways, including, without limitation, such surface materials, curbs, gutters, drainage, signage and lighting as may be necessary or desirable as determined by Grantee from time to time.
 - B. To use as a means of ingress and egress for vehicular and/or pedestrian traffic.
 - C. To use as parking facilities including, without limitation, such surface materials, barriers, signage, bumpers, lighting and landscaping as may be necessary or desirable as determined by Grantee from time to time.
 - D. To develop, demolish, redevelop, repair, and/or maintain all or any portion of the easement for the uses permitted hereby as may be necessary or desirable as determined by Grantee from time to time.
 - E. To develop, demolish, redevelop, repair, and/or maintain plantings and landscaping as may be necessary or desirable as determined by Grantee from time to time.
 - F. To install, replace, repair and maintain any and all appurtenances necessary or desirable to support or maintain any service or facility developed and/or maintained on the Honda Property.
2. The easement granted herein is expressly appurtenant to the Honda Property as the dominant tenement.

3. Grantor shall not use any portion of the surface of the Servient Tenement for the installation of any temporary or permanent structure nor shall Grantor improve the surface of the Servient Tenement in any way except as required by applicable authorities for environmental remedial activities.
4. Grantor shall not grant to any third party any rights of use with respect to the surface of the Servient Tenement without the express written consent of Grantee, which such consent may be given or withheld at the sole and absolute discretion of Grantee.
5. Grantee shall have the right to assign and/or apportion all or any portion of its interests in this Grant and the related easements.
6. Grantor shall not use or occupy the Servient Tenement in any manner which interferes with Grantee's full use and enjoyment of the surface rights hereby granted.
7. Each party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use of, occupancy of or ownership interest of such indemnifying party in the Servient Tenement by such indemnifying party, its employees, agents or contractors excepting such claims or damages as may be due to or caused by the acts or omissions of the party to be indemnified, its employees, agents or contractors.
8. If any action at law or in equity is commenced to enforce the terms of this Grant, the prevailing party will be entitled to reasonable attorney, accountant and other professional fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.
9. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below.

GRANTOR:

GRANTEE:

THE CITY OF TORRANCE
3031 Torrance Boulevard
Torrance, CA 90503

AMERICAN HONDA MOTOR CO., INC.
1919 Torrance Blvd., MS 100 - 1W - 4D
Torrance, CA 90501-2746
Attn: Anthony P. Piazza

Grantee or Grantor may from time to time designate any other address for this purpose by written notice to the other party.

10. Grantee hereby recognizes Grantor's fee title and interest in and to the Servient Tenement and its ownership, dominion and control of the Servient Tenement subject to Grantee's easement rights as granted hereby. Grantor hereby acknowledges and agrees that Grantee did not contribute to and has no responsibility for any of the hazardous materials that may be located on or under the Servient Tenement.

- 11. The benefits and obligations of this Grant shall be a covenant running with the land and shall inure to and be binding upon the successors, assigns and heirs of the parties.
- 12. If any provision of this Grant is invalid or unenforceable with respect to any party, the remainder of this Grant or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Grant shall be valid and enforceable to the fullest extent permitted by law.
- 13. This Grant shall be governed by the laws of the State of California.
- 14. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above indicated.

GRANTOR:

GRANTEE:

THE CITY OF TORRANCE

AMERICAN HONDA MOTOR CO., INC.,
a California corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Tax ID: _____

Attest:

Approved as to form:

EXHIBIT A

DESCRIPTION OF TORRANCE PROPERTY

Exhibit A to the Grant of Easement dated _____, 2003, by and between THE CITY OF TORRANCE, as Grantor, and AMERICAN HONDA MOTOR CO., INC., as Grantee.

The TORRANCE PROPERTY is described on the following sixteen (16) pages.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ASSESSOR'S PARCEL NUMBER 7354-021-913

That portion of Lot 1, Block 119, Tract No. 3381, per map recorded in Book 25, page 73 of Maps, records of said County, more particularly described as follows:

Beginning at the most westerly corner of said lot; thence South $42^{\circ}34'10''$ East 7.95 feet along the westerly line of said lot to the southwest corner of said lot, said point being on a non-tangent curve concave northeasterly and having a radius of 689.49 feet; thence easterly along said curve along the southerly lien of said lot through a central angle of $8^{\circ}36'38''$ an arc distance of 107.63 feet to the most easterly corner of said lot; thence North $42^{\circ}34'10''$ West 47.19 feet along the easterly line of said lot to a point on a non-tangent curve concave southeasterly and having a radius of 313.00 feet; thence southwesterly along said curve through a central angle of $0^{\circ}13'14''$ an arc distance of 1.31 feet to a point of cotangency with a curve concave northwesterly and having a radius of 977.00 feet, a radial through said point having a bearing of North $18^{\circ}08'53''$ West; thence westerly along said curve through a central angle of $2^{\circ}34'50''$ an arc distance of 44.00 feet to a non-tangent point on the northerly line of said lot; thence South $47^{\circ}25'50''$ West 49.26 feet along said northerly line to the Point of Beginning.

PARCEL 1:

LOT 1 IN BLOCK 125 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS.

EXCEPTING THE NORTHEASTERLY 5 FEET THEREOF.

ALSO EXCEPTING THE SOUTHEASTERLY 30 FEET THEREOF.

ALSO EXCEPTING FROM THAT PORTION OF SAID LAND DESCRIBED IN THE HEREAFTER MENTIONED DEED, ALL OIL AND MINERALS FOUND AT A DEPTH OF 100 FEET OR GREATER, WITHOUT RIGHT OF ENTRY, AS RESERVED BY CORNELIA K. MURRAY, A SINGLE WOMAN AND GEORGIA M. DUNCAN, A WIDOW, IN DEED RECORDED OCTOBER 27, 1955 IN BOOK 49364 PAGE 290, OFFICIAL RECORDS.

PARCEL 2:

LOT 2 AND THE NORTHEASTERLY 5.00 FEET OF LOT 1 IN BLOCK 125 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM THE REMAINDER THEREOF THE NORTHEASTERLY 1.00 FOOT OF THE NORTHWESTERLY 110.00 FEET OF SAID LAND.

ALSO EXCEPTING THE SOUTHEASTERLY 30 FEET THEREOF.

ALSO EXCEPTING FROM THAT PORTION OF SAID LAND DESCRIBED IN THE HEREAFTER MENTIONED DEED, ALL OIL AND MINERALS FOUND AT A DEPTH OF 100 FEET OR GREATER, WITHOUT RIGHT OF ENTRY, AS RESERVED BY CORNELIA K. MURRAY, A SINGLE WOMAN AND GEORGIA M. DUNCAN, A WIDOW, IN DEED RECORDED OCTOBER 27, 1955 IN BOOK 49364 PAGE 290, OFFICIAL RECORDS.

EXHIBIT A
PAGE 2 of 16

LEGAL DESCRIPTION

LOTS 4 & 5 IN BLOCK 118 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE NORTHWESTERLY 30 FEET THEREOF FOR STREET PURPOSES.

EXHIBIT A
PAGE 3 of 16

LEGAL DESCRIPTION

THE NORTHWESTERLY 20 FEET OF LOT 1, IN BLOCK 122 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LOTS 2 TO 5 INCLUSIVE, IN BLOCK 122 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LOTS 1 TO 4 INCLUSIVE, IN BLOCK 123 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LOT 5 IN BLOCK 125 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE SOUTHWESTERLY 19 FEET OF SAID LOT 5 IN BLOCK 125 OF TRACT NO. 2807.

LEGAL DESCRIPTION

PARCEL 1:

LOT S-34 OF TRACT 2381, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 25 PAGE 73 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LOT S-34 LYING SOUTHEASTERLY AND EASTERLY OF THE WESTERLY CONTINUATION OF THAT CERTAIN CURVE IN THE SOUTHERLY LINE OF LOT 1 IN BOOK 119 OF SAID TRACT 2381, SHOWN AS HAVING A RADIUS OF 689.49 FEET. ALSO EXCEPTING THEREFROM THE SOUTHEASTERLY HALF OF SAID LOT S-34 LYING NORTHWESTERLY OF LOTS 1 AND 2, IN BLOCK 119 OF SAID TRACT 2381.

PARCEL 2

LOT S-2 OF TRACT 2807, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LOT S-2 LYING SOUTHEASTERLY OF THE NORTHEASTERLY PROLONGATION OF THAT CERTAIN SOUTHEASTERLY LINE OF SAID LOT S-2, SHOWN AS HAVING A BEARING AND LENGTH OF NORTH 47 DEGREES 25 MINUTES 50 SECONDS EAST 360.00 FEET.

PARCEL 3:

THE SOUTHEASTERLY 30 FEET OF LOTS 1 TO 4 INCLUSIVE IN BLOCK 121, THE SOUTHEASTERLY 30 FEET OF LOT 1 IN BLOCK 122 AND THE NORTHWESTERLY 30 FEET OF LOTS 1 TO 8 INCLUSIVE IN BLOCK 118 ALL IN TRACT 2807, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHEASTERLY 30 FEET OF SAID LOT 8 IN BLOCK 118.

LEGAL DESCRIPTION

LOT 1 IN BLOCK 122 OF TRACT NO. 7807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHWESTERLY 20 FEET.

EXHIBIT A
PAGE 6 of 10

LEGAL DESCRIPTION

LOT 6 IN BLOCK 118 OF TRACT NO. 2807 IN THE CITY OF TORRANCE,
IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP
RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE
COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE NORTHWESTERLY 30 FEET THEREOF FOR STREET PURPOSES.

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VANETTEN, SUZUMOTO & BECK

LEGAL DESCRIPTION

PARCEL 4

LOTS 1, 2 AND 3 IN BLOCK 118 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING FROM SAID LOTS THE NORTHWESTERLY 30 FEET THEREOF FOR STREET PURPOSES.

ALSO EXCEPTING FROM SAID LOT 1 FOR STREET PURPOSES, THE SOUTHWESTERLY 30 FEET THEREOF.

EXHIBIT A
PAGE 8 of 16

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 120 OF TRACT NO. 2381, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 25, PAGE 73 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 1 IN BLOCK 124 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33, PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT A
PAGE 9 of 16

PARCEL #16

DESCRIPTION:

LOT 2 IN BLOCK 124 OF TRACT NO. 2807, IN THE CITY OF TORRANCE,
IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP
RECORDED IN BOOK 33, PAGE 100 OF MAPS, IN THE OFFICE OF THE
COUNTY RECORDER OF SAID COUNTY.

EXHIBIT A-
PAGE 10 of 100

LEGAL DESCRIPTION

PARCEL 15

LOTS 3 AND 4 IN BLOCK 124 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 104 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHEASTERLY 30 FEET OF LOT 4.

ALSO EXCEPTING THEREFROM THE NORTHWESTERLY 30 FEET OF SAID LAND.

LEGAL DESCRIPTION

LOTS 2 TO 9 INCLUSIVE IN BLOCK 119 OF TRACT NO. 2381, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 25 PAGE 73 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT A
PAGE 12 of 16

LEGAL DESCRIPTION

PARCEL 8

LOTS 9 TO 15, INCLUSIVE, AND THE ADJACENT NORTHWESTERLY HALF OF LOT S-34 IN BLOCK 120 OF TRACT NO. 2381, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 25 PAGE 73 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

AND ALSO LOTS 1 AND 2 IN BLOCK 121 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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LEGAL DESCRIPTION

LOTS 10, 11, 12, 13 AND 14 IN BLOCK 119 OF TRACT NO. 2381, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 25 PAGE 73 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT A
PAGE 14 of 16

PARCEL #10

DESCRIPTION:

LOT 4 IN BLOCK 121 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 25 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE SOUTHEASTERLY 30 FEET OF SAID LOT DEEDED TO THE CITY OF TORRANCE FOR STREET PURPOSES.

ALSO EXCEPTING THE NORTHEASTERLY 30 FEET OF SAID LOT DEEDED TO THE CITY OF TORRANCE FOR STREET PURPOSES.

ALSO EXCEPTING THE NORTHWESTERLY 20 FEET OF SAID LOT FOR ROAD OR STREET PURPOSES.

PARCEL 19

DESCRIPTION:

LOT 3 IN BLOCK 121 OF TRACT NO. 2807, IN THE CITY OF TORRANCE,
IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP
RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE
COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE SOUTHEASTERLY 30 FEET OF SAID LOTS DEEDED
TO THE CITY OF TORRANCE FOR STREET PURPOSES.

ALSO EXCEPTING THE NORTHWESTERLY 20 FEET OF SAID LOT.

EXHIBIT B

DESCRIPTION OF PARCEL A

Exhibit B to the Grant of Easement dated _____, 2003, by and between THE CITY OF TORRANCE, as Grantor, and AMERICAN HONDA MOTOR CO., INC., as Grantee.

Parcel A is described and/or depicted as follows:

ASSESSOR'S PARCEL NUMBER 7354-021-913

That portion of Lot 1, Block 119, Tract No. 3381, per map recorded in Book 25, page 73 of Maps, records of said County, more particularly described as follows:

Beginning at the most westerly corner of said lot; thence South 42°34'10" East 7.95 feet along the westerly line of said lot to the southwest corner of said lot, said point being on a non-tangent curve concave northeasterly and having a radius of 689.49 feet; thence easterly along said curve along the southerly line of said lot through a central angle of 8°36'38" an arc distance of 107.63 feet to the most easterly corner of said lot; thence North 42°34'10" West 47.19 feet along the easterly line of said lot to a point on a non-tangent curve concave southeasterly and having a radius of 313.00 feet; thence southwesterly along said curve through a central angle of 0°13'14" an arc distance of 1.31 feet to a point of cotangency with a curve concave northwesterly and having a radius of 977.00 feet, a radial through said point having a bearing of North 18°08'53" West; thence westerly along said curve through a central angle of 2°34'50" an arc distance of 44.00 feet to a non-tangent point on the northerly line of said lot; thence South 47°25'50" West 49.26 feet along said northerly line to the Point of Beginning.

EXHIBIT C

DESCRIPTION OF HONDA PROPERTY

Exhibit C to the Grant of Easement dated _____, 2003, by and between THE CITY OF TORRANCE, as Grantor, and AMERICAN HONDA MOTOR CO., INC., as Grantee.

The HONDA PROPERTY is described on the following fourteen (14) pages.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

LEGAL DESCRIPTION

LOTS 4 & 5 IN BLOCK 118 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE NORTHWESTERLY 30 FEET THEREOF FOR STREET PURPOSES.

EXHIBIT c
PAGE 1 OF 14

LEGAL DESCRIPTION

THE NORTHWESTERLY 20 FEET OF LOT 1, IN BLOCK 122 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LOTS 2 TO 5 INCLUSIVE, IN BLOCK 121 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LOTS 1 TO 4 INCLUSIVE, IN BLOCK 123 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LOT 5 IN BLOCK 125 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE SOUTHWESTERLY 19 FEET OF SAID LOT 5 IN BLOCK 125 OF TRACT NO. 2807.

EXHIBIT C
PAGE 2 of 14

LEGAL DESCRIPTION

PARCEL 1:

LOT 5-34 OF TRACT 2381, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 25 PAGE 73 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LOT 5-34 LYING SOUTHEASTERLY AND EASTERLY OF THE WESTERLY CONTINUATION OF THAT CERTAIN CURVE IN THE SOUTHERLY LINE OF LOT 1 IN BOOK 119 OF SAID TRACT 2381, SHOWN AS HAVING A RADIUS OF 689.49 FEET. ALSO EXCEPTING THEREFROM THE SOUTHEASTERLY HALF OF SAID LOT 5-34 LYING NORTHWESTERLY OF LOTS 1 AND 2, IN BLOCK 119 OF SAID TRACT 2381.

PARCEL: 2

LOT 5-2 OF TRACT 2807, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LOT 5-2 LYING SOUTHEASTERLY OF THE NORTHEASTERLY PROLONGATION OF THAT CERTAIN SOUTHEASTERLY LINE OF SAID LOT 5-2, SHOWN AS HAVING A BEARING AND LENGTH OF NORTH 47 DEGREES 25 MINUTES 50 SECONDS EAST 160.00 FEET.

PARCEL 3:

THE SOUTHEASTERLY 30 FEET OF LOTS 1 TO 4 INCLUSIVE IN BLOCK 121, THE SOUTHEASTERLY 30 FEET OF LOT 1 IN BLOCK 122 AND THE NORTHWESTERLY 30 FEET OF LOTS 1 TO 8 INCLUSIVE IN BLOCK 118 ALL IN TRACT 2807, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHEASTERLY 30 FEET OF SAID LOT 8 IN BLOCK 118.

08/15/03 15:55 FAX 310 315 8210

VANETTEN, SUZUMOTO & BECK

LEGAL DESCRIPTION

LOT 1 IN BLOCK 122 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHWESTERLY 20 FEET.

EXHIBIT C
PAGE 4 of 14

LEGAL DESCRIPTION

LOT 6 IN BLOCK 118 OF TRACT NO. 2807 IN THE CITY OF TORRANCE,
IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP
RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE
COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE NORTHWESTERLY 30 FEET THEREOF FOR STREET PURPOSES.

EXHIBIT C
PAGE 5 of 14

08/15/03 15:55 FAX 310 315 8210

VANETTEN, SUZUMOTO & BECK

LEGAL DESCRIPTION

PARCEL 4

LOTS 1, 2 AND 3 IN BLOCK 118 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING FROM SAID LOTS THE NORTHWESTERLY 30 FEET THEREOF FOR STREET PURPOSES.

ALSO EXCEPTING FROM SAID LOT 1 FOR STREET PURPOSES, THE SOUTHWESTERLY 30 FEET THEREOF.

EXHIBIT C
PAGE 6 of 14

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 120 OF TRACT NO. 2181, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 25, PAGE 73 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 1 IN BLOCK 124 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33, PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL #16

DESCRIPTION:

LOT 2 IN BLOCK 124 OF TRACT NO. 2807, IN THE CITY OF TORRANCE,
IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP
RECORDED IN BOOK 33, PAGE 100 OF MAPS, IN THE OFFICE OF THE
COUNTY RECORDER OF SAID COUNTY.

EXHIBIT C
PAGE 8 of 14

LEGAL DESCRIPTION

PARCEL 15

LOTS 3 AND 4 IN BLOCK 124 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHEASTERLY 30 FEET OF LOT 4.

ALSO EXCEPTING THEREFROM THE NORTHWESTERLY 30 FEET OF SAID LAND.

EXHIBIT C
PAGE 9 of 14

LEGAL DESCRIPTION

LOTS 2 TO 9 INCLUSIVE IN BLOCK 119 OF TRACT NO. 2381, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 25 PAGE 73 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT C
PAGE 10 of 14

LEGAL DESCRIPTION

PARCEL 8

LOTS 9 TO 15, INCLUSIVE, AND THE ADJACENT NORTHWESTERLY HALF OF LOT S-34 IN BLOCK 120 OF TRACT NO. 2381, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 25 PAGE 73 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

AND ALSO LOTS 1 AND 2 IN BLOCK 121 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT C
PAGE 11 of 14

VANETTEN, SUZUMOTO & BECK

08/15/03 15:55 FAX 310 315 8210

LEGAL DESCRIPTION

LOTS 10, 11, 12, 13 AND 14 IN BLOCK 119 OF TRACT NO. 2381, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 25 PAGE 73 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT

C

PAGE

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PARCEL #10

DESCRIPTION:

LOT 4 IN BLOCK 121 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 25 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE SOUTHEASTERLY 30 FEET OF SAID LOT DEEDED TO THE CITY OF TORRANCE FOR STREET PURPOSES.

ALSO EXCEPTING THE NORTHEASTERLY 30 FEET OF SAID LOT DEEDED TO THE CITY OF TORRANCE FOR STREET PURPOSES.

ALSO EXCEPTING THE NORTHWESTERLY 20 FEET OF SAID LOT FOR ROAD OR STREET PURPOSES.

PARCEL #9

DESCRIPTION:

LOT 3 IN BLOCK 121 OF TRACT NO. 2807, IN THE CITY OF TORRANCE,
IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP
RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE
COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE SOUTHEASTERLY 30 FEET OF SAID LOTS DEEDED
TO THE CITY OF TORRANCE FOR STREET PURPOSES.

ALSO EXCEPTING THE NORTHWESTERLY 20 FEET OF SAID LOT.

EXHIBIT C
PAGE 14 of 14

Lang, Nina

From: Joseph Lamaestra [JLamaestra@assessor.lacounty.gov]
Sent: Friday, May 23, 2014 9:50 AM
To: Lang, Nina
Subject: 7352-022-900 & 901
Attachments: 7352-022-001-20070227.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Nina,

I was unable to find out any further information as per our conversation on Wednesday May 28, 2014. As I mentioned the properties in question went through various parcel/Assessor ID# changes throughout the years. The files I did locate were when the ID#'s were 7354-020-026 and 027 which later became 908 & 909 and then 910 & 911 and eventually 7352-022-900 and 901.

The files did indicate ownership issues between Honda Corp. and The City of Torrance for these particular parcels. However, there was no information as to the sales price for the 1985 purchase by the City of Torrance. There was a valuation done in 1990 for a valuation date in 1989 in which \$280,000 was suggested for parcel 026 and \$370,000 for parcel 027, \$18.50 per square foot.

The \$18.50 per square foot may be of use to you as a guide? Keep in mind this valuation was made for a date four years after the city purchase. Not to mention the total square footage in question has changed over the years along with the parcel numbers (today parcel 900 is 42,100 sq. ft. in 1990 both parcels 026 and 027 were 35,200 sq. ft.). This is a common reason for said parcel changes; to allocate portions of land to other entities. In short the 1990 value of \$18.50 per square foot when applied to today's square footage of 42,100 would suggest a 1990 value of \$778,850. I hope this information is useful.

Regards,

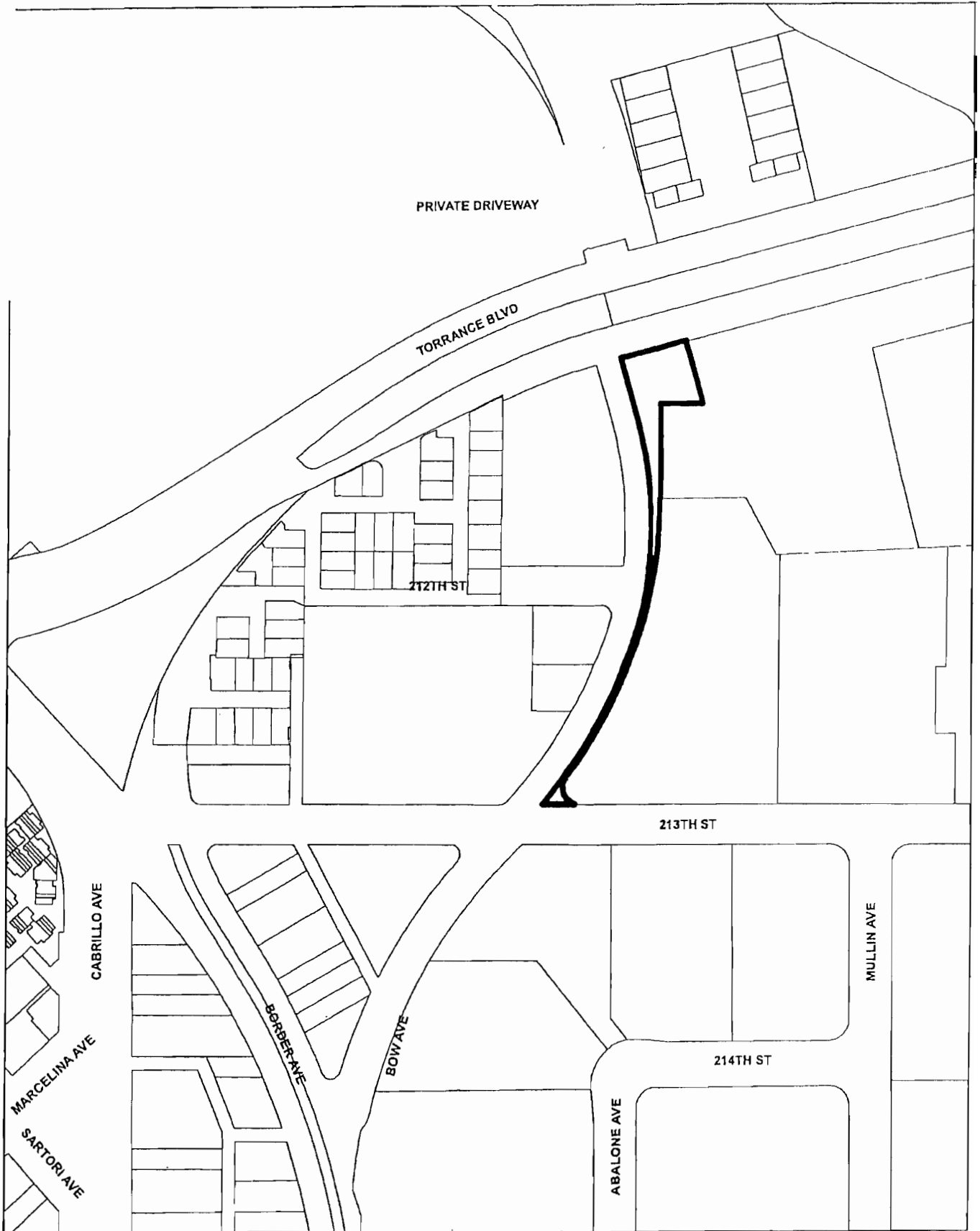


*Valuing People
and Property*

Joseph W. Lamaestra
Major Real Property Appraiser
213-893-0726
jlamaestra@assessor.lacounty.gov
www.assessor.lacounty.gov

Exhibit 5

Supporting Documents for
Torrance Boulevard and Bow
Avenue



\\msn2\50011\Inventory of Redevelopment Properties.mxd

Lines and photos are approximate, not to be used for establishing absolute or relative positions



7355-032-900



RECORDING REQUESTED BY

456

DOCUMENTARY TRANSFER TAX \$ NO TAX DUE

John A. Bramhall
John A. Bramhall, City Clerk City of Torrance
Redevelopment Agency Clerk

AND WHEN RECORDED MAIL TO

Name City of Torrance
Street Address 3031 Torrance Boulevard
Torrance, California 90503
City & State Attention: City Clerk

89 611960

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
1 MIN. PAST. 2 P.M. APR 19 1989

MAIL TAX STATEMENTS TO

Name City of Torrance
Street Address 3031 Torrance Boulevard
Torrance, California 90503
City & State Attention: City Clerk

FREE B

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Partnership Grant Deed

CAT NO. NN00586
TO 1925 CA (2-83)

THIS FORM FURNISHED BY TICOR TITLE INSURERS

ALL
PTN.

The undersigned grantor(s) declare(s):
Documentary transfer tax is None.
(X) computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale.
() Unincorporated area: () City of Torrance, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

TORRANCE CENTER I

a general partnership organized under the laws of the State of California
hereby GRANTS to the REDEVELOPMENT AGENCY of the
CITY OF TORRANCE, a municipal corporation,

the following described real property in the City of Torrance
County of Los Angeles, State of California.

See Exhibit "A" and Exhibit "B" attached hereto and made
a part hereof by this reference.

Dated: January 16, 1989

TORRANCE CENTER I,
a California general partnership

By See Signature Page attached Partner
By hereto and made a part hereof Partner
by this reference.

STATE OF CALIFORNIA }
COUNTY OF _____ } SS.

On _____ before
me, the undersigned, a Notary Public in and for said
State, personally appeared _____

personally known to me or proved to me on the basis
of satisfactory evidence to be the person who executed the within instrument as
of the partners of the partnership that executed the
within instrument, and acknowledged to me that such
partnership executed the same.
WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. _____

AREA TO BE DEDICATED

Description of an area to be dedicated adjacent to Bow Avenue being portions of Blocks 113 and 116 of the Torrance Tract, in the City of Torrance, County of Los Angeles, State of California, as per map recorded in Book 22, Pages 94 and 95 of maps, and portions of Lot I and Lot H, of Tract No. 1427, in said City and said County, as recorded in Book 22, Pages 82 and 83, of Maps, in the office of the county recorder of said county, said description being more particularly describes as follows:

Beginning at the northwesterly corner of Lot 26, Tract No. 5944, in said city and said county, as per map recorded in Book 64, Page 82 of Maps, in the office of said county recorder;

- 1) Thence southeasterly along the northwesterly line of said Lot 26, South 16 Degrees 28 Minutes 49 Seconds East a distance of 87.45 feet, to the beginning of a 550.00 foot tangent curve, concave to the Northeast;
- 2) Thence southerly, along said curve, through a central angle of 01 Degrees 22 Minutes 22 Seconds an arc distance of 13.18 feet;
- 3) Thence departing said southeasterly line in a westerly direction North 89 Degrees 53 Minutes 00 Seconds West a distance of 66.29 feet;
- 3) Thence in a southerly direction South 01 Degrees 19 Minutes 32 Seconds East a distance of 23.49 feet;
- 4) Thence South 00 Degrees 31 Minutes 34 Seconds East a distance of 109.72 feet;
- 5) Thence South 02 Degrees 29 Minutes 33 Seconds West a distance of 56.21 feet, to the beginning of a 585.37 foot non-tangent curve, concave to the West, a radial to said beginning bears South 89 Degrees 11 Minutes 06 Seconds East;
- 6) Thence southerly, along said curve, through a central angle of 15 Degrees 39 Minutes 39 Seconds an arc distance of 160.00 feet, to the beginning of a 740.33 foot compound curve, concave to the Northwest, a radial to said beginning bears South 73 Degrees 31 Minutes 27 Seconds East;
- 7) Thence southwesterly, along said curve, through a central angle of 19 Degrees 02 Minutes 35 Seconds an arc distance of 246.06 feet, to the beginning of a 25.00 foot reverse curve, concave to the Northeast, a radial to said beginning bears North 54 Degrees 28 Minutes 52 Seconds West;
- 8) Thence southeasterly, along said curve, through a central angle of 126 Degrees 05 Minutes 32 Seconds an arc distance of 55.02 feet to a point on the northerly line of 213th Street as shown on said Tract No. 5944;
- 9) Thence westerly along the northerly line of 213th Street South 89 Degrees 25 Minutes 36 Seconds West a distance of 63.09 feet, to the beginning of a 731.33 foot non-tangent curve, concave to the Northwest, a radial to said beginning bears South 49 Degrees 58 Minutes 55 Seconds East said beginning being on the westerly line of said Lot H and on the easterly line of Block 113, Tract No. 2807, in said city and said county, as per map recorded in Book 33, Page 100 of Maps, in the office of said county recorder;
- 10) Thence northeasterly, along said curve, through a central angle of 23 Degrees 32 Minutes 32 Seconds an arc distance of 300.50 feet, to the beginning of a 576.37 foot compound curve, concave to the West, a radial to said beginning bears South 73 Degrees 31 Minutes 27 Seconds East;
- 11) Thence northerly, along said curve, through a central angle of 32 Degrees 59 Minutes 07 Seconds an arc distance of 331.82 feet;
- 12) Thence continuing northerly along the easterly line of Block 113, of said Tract No. 2807, North 16 Degrees 28 Minutes 49 Seconds West a distance of 93.09 feet to the northeasterly corner of Lot 6, of said Block 117;
- 13) Thence North 76 Degrees 01 Minutes 22 Seconds East a distance of 100.57 feet to point of beginning;

89- 611960

EXHIBIT "A"

D-5454

SIGNATURE PAGE TO PARTNERSHIP GRANT DEED

TORRANCE CENTER I
a California general partnership

By: GASCON MAR LTD.
aA California limited partnership
its General Partner

By: GASCON DEVELOPMENT, INC.,
a California corporation,
General Partner

Neil D. Gascon
Neil D. Gascon, President

By: MAR DEVELOPMENT CORPORATION
a California corporation
General Partner

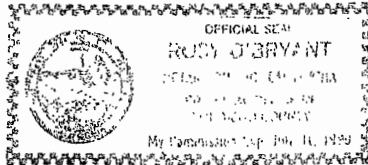
Allan W. Mackenzie
Allan W. Mackenzie, President

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On JANUARY 16, 1989, before me, Rosy O'Bryant, a Notary Public in and for said State, personally appeared NEIL D. GASCON, personally known to me or proved to me on the basis of satisfactory evidence to be the President of GASCON DEVELOPMENT, INC., who executed the within instrument on behalf of said corporation and acknowledged to me that said corporation executed the within instrument pursuant to the bylaws or a resolution of its Board of Directors, said corporation being known to me to be one of the partners of GASCON MAR LTD., a California limited partnership, said partnership being known to me to be a general partner of TORRANCE CENTER I, a California general partnership, the partnership that executed the within instrument, and acknowledged to me that such corporation executed same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

Rosy O'Bryant
Rosy O'Bryant

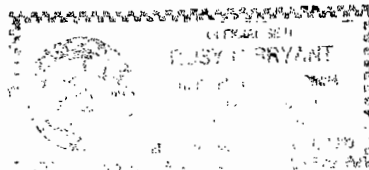


STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On _____, 1989, before me, Rosy O'Bryant, a Notary Public in and for said State, personally appeared ALLAN W. MACKENZIE personally known to me or proved to me on the basis of satisfactory evidence to be the President of MAR DEVELOPMENT CORPORATION, who executed the within instrument on behalf of said corporation and acknowledged to me that said corporation executed the within instrument pursuant to the bylaws or a resolution of its Board of Directors, said corporation being known to me to be one of the partners of GASCON MAR LTD., a California limited partnership, said partnership being known to me to be a general partner of TORRANCE CENTER I, a California general partnership, the partnership that executed the within instrument, and acknowledged to me that such corporation executed same as such partner and that such partnership executed the same.

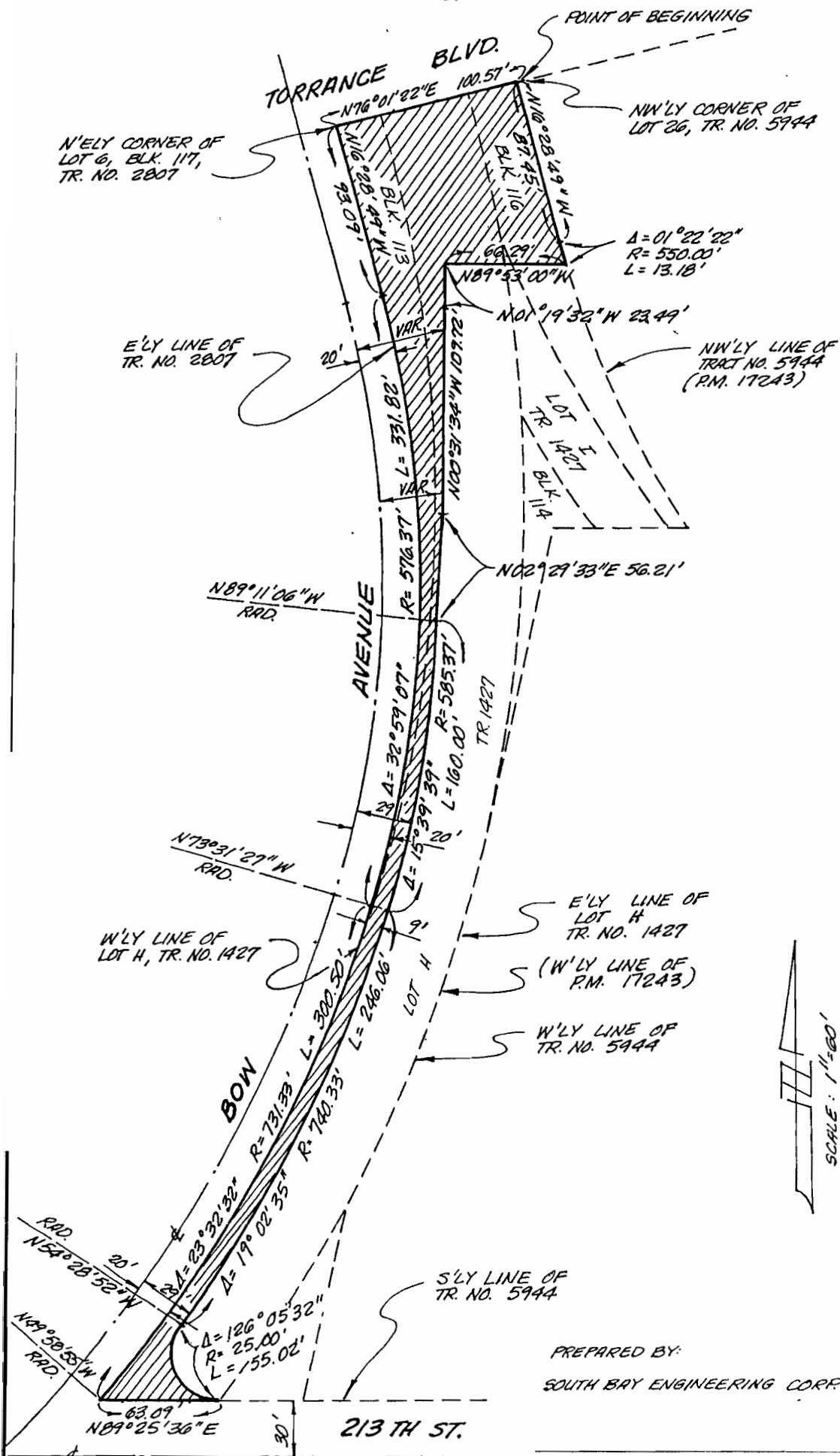
WITNESS my hand and official seal.

Rosy O'Bryant
Rosy O'Bryant



89- 611960

D-5454



PREPARED BY:
SOUTH BAY ENGINEERING CORP.

ROSS N. BOLTON RCE 26120

D-5454

EXHIBIT "B"

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Partnership Grant Deed dated January 16, 1989, from TORRANCE CENTER I, a California general partnership, to the REDEVELOPMENT AGENCY of the CITY OF TORRANCE, is hereby accepted by order of Resolution No. RA85-22 adopted by the Redevelopment Agency of the City of Torrance on June 4, 1985, and that the Grantee consents to the recordation thereof by its duly authorized officer.

REDEVELOPMENT AGENCY OF THE
CITY OF TORRANCE

By 

~~John A. Bramhall~~
Clerk of the Agency

Dated: April 17, 1989

Purpose: Pedestrian access.

89- 611960

D-5454

CITY CLERK



CITY OF TORRANCE

3031 TORRANCE BOULEVARD, TORRANCE, CALIFORNIA
TELEPHONE (213) 618-2870 90509-2970

FILE NO: D-4414
DATE: May 30, 1989

Tax Division, Auditor-Controller
500 West Temple Street, Room 153
Los Angeles, California 90016

Attention: Tax Cancellation Section

Gentlemen:

The City of Torrance has acquired title to and requests cancellation of taxes on the property hereinafter described. This request and application for cancellation of taxes is made pursuant to Sections 4986 and amendments thereto of the Revenue and Taxation Code of California.

Please advise this office on the duplicate copy of this letter when cancellation has been completed.

Sincerely,

[Signature]
Dorinda E. Wilson, City Clerk
John A. Bramhall

LEGAL DESCRIPTION: See Attached

PURPOSE: Redevelopment

HOW ACQUIRED: Partnership Grant Deed

WHEN ACQUIRED: April 17, 1989

RECORDED: April 19, 1989

DOCUMENT NO: 89-611960

DATE: January 16, 1980

GRANTOR: Torrance Center
ADDRESS: 21151 Western Ave
CITY: Torrance, CA 90501

TYPE OF TAXES: All taxes on delinquent

IMPROVEMENTS: None.

Approval and consent to cancellation of taxes on property hereinabove described, as requested by the City of Torrance.

[Signature]
Stanley E. Remelmeier, City Attorney
Kenneth L. Wilson

The above request approved and cancellation completed.
Authorization No. _____

Date _____

By _____

June 17, 1988

Redevelopment Meeting
June 21, 1988

Honorable Chairman and Members
of the Redevelopment Agency
City Hall
Torrance, California

Members of the Agency:

Subject: CONSIDERATION OF AN IMPLEMENTATION AGREEMENT TO
THE OWNER PARTICIPATION AGREEMENT BETWEEN THE
TORRANCE REDEVELOPMENT AGENCY AND TORRANCE
CENTER I (GASCON MAR LTD)

ABSTRACT

The Executive Director recommends that the Redevelopment Agency take the following actions:

- Approve the Implementation Agreement to the Owner Participation Agreement.
- Adopt a Resolution approving and authorizing the execution by the Redevelopment Agency of the City of Torrance of the Implementation Agreement between the Redevelopment Agency of the City of Torrance and Torrance Center I (Gascon Mar Ltd.)

BACKGROUND

On July 12, 1983, the Redevelopment Agency approved and adopted the Torrance Industrial Redevelopment Plan.

Subsequently, on December 23, 1986, the Redevelopment Agency agreed to enter into a Participation Agreement with Torrance Center I (Gascon Mar Ltd.). The purpose of the Participation Agreement was to provide financial assistance from the Redevelopment Agency in the development of the eleven acre site at the southwest corner of Torrance Boulevard and Western Avenue. The basis for the request was tied to the extraordinary costs of site clean-up and needed public improvements in this old, blighted industrial area.

In exchange, the Redevelopment Agency would realize several benefits from participating in Torrance Center I. The O.P.A. gives the Agency added control over the development; and, the project has been a significant asset in the achievement of the goals of the Redevelopment Project.

ANALYSIS

Due to the complexity of the project, it has become apparent that clarifications need to be made to the Participation Agreement in regard to the financial payment structure and methods of payments between the Redevelopment Agency and Torrance Center I (Gascon Mar Ltd.). The attached implementation agreement provided such clarification in the areas.

The original Participation Agreement allowed the Agency to repay Torrance Center I for up to 2 million dollars worth of eligible expenses such as site clean-up and public improvements. The project is near completion; and, it is anticipated the eligible expenses will be closer to \$1,240,000. Furthermore, with the adoption of this Implementation Agreement the agency will own the portion of land under the Torrance Bridge on the Torrance Center I site.

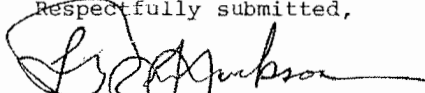
A more detailed breakdown of the payment schedule is included in the attached agreement.

RECOMMENDATION

The Executive Director recommends that the Redevelopment Agency of the City of Torrance take the following action:

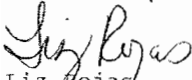
- Approve the Implementation Agreement to the Owner Participation Agreement.
- Adopt a Resolution approving and authorizing the execution by the Redevelopment Agency of the City of Torrance of the Implementation Agreement between the Redevelopment Agency of the City of Torrance and Torrance Center I (Gascon Mar Ltd.)

Respectfully submitted,



Leroy T. Jackson
Executive Director

Prepared by:



Liz Rojas
Assistant to City Manager

Attachments:

1. Resolution
2. Implementation Agreement (Material available Monday)

RESOLUTION NO. RA88-11

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN IMPLEMENTATION AGREEMENT TO THE PARTICIPATION AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE AND TORRANCE CENTER I

WHEREAS, the Redevelopment Agency of the City of Torrance (the "Agency") is carrying out the Redevelopment Plan (the "Redevelopment Plan") for the Industrial Redevelopment Project (the "Project"); and

WHEREAS, the Agency entered into a Participation Agreement (the "Participation Agreement") with Torrance Center I (the "Participant") dated May 26, 1987, which provides for the development of certain real property (the "site") located within the boundaries of the Project (the "Project Area"); and

WHEREAS, in light of current timing and financial conditions, the Participant and the Agency wish to make certain changes to the Participation Agreement;

NOW, THEREFORE, THE REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE does hereby resolve as follows:

- 1) That the Agency approve and authorize execution of Implementation Agreement to the Participation Agreement (the "Implementation Agreement") attached hereto as Exhibit A and incorporated herein and the Chairman of the Agency is hereby authorized and directed to execute the Implementation Agreement on behalf of the Agency, with such technical and clarifying minor changes as the Executive Director and Agency Counsel shall both approve.

Introduced, approved and adopted this 21st day of June, 1988.

/s/ Katy Geissert
Chairman

ATTEST:

/s/ LeRoy J. Jackson
Executive Director

/s/ Donald E. Wilson
Donald E. Wilson
Clerk of the Agency

APPROVED AS TO FORM:

STANLEY E. REMELMEYER
AGENCY COUNSEL

By William G. Quale
Assistant Agency Counsel

TORRANCE REDEVELOPMENT AGENCY RESOLUTION NO. RA88-11

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF TORRANCE)

I, Donald E. Wilson, Clerk of the City of Torrance Redevelopment Agency, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the Redevelopment Agency of the City of Torrance at a regular meeting of said Agency held on the 21st day of June, 1988 by the following roll call:

AYES: MEMBERS: Applegate, Hardison, Mock, Nakano,
Walker, Wirth and Geissert.

NOES: MEMBERS: None.

ABSENT: MEMBERS: None.

ABSTAIN: MEMBERS: None.

/s/ Donald E. Wilson
Clerk of the Redevelopment Agency

June 21, 1988

AGENCY MEETING
June 21, 1988
 SUPPLEMENTARY MATERIAL
ITEM 3A

Honorable Chairwoman and Members
 of the Redevelopment Agency
 City Hall
 Torrance, California

Members of the Agency:

SUBJECT: Implementation Agreement

Attached for your consideration is the Implementation Agreement for Torrance Center I (Gascon Mar LTD). The purpose of the Agreement is to clarify the financial payment structure by the Redevelopment Agency and Torrance Center I for public improvements.

The following is a summary of the payment schedule:

Date	Amount
1 Execution of Agreement	\$138,474
2 November 1, 1988	250,000
3 November 1, 1989	250,000
4 November 1, 1990	outstanding balance

In addition, the following offset cost will be credited to the Redevelopment debt.

Item	Date	Amount
1 Street Improvement Bond	6/15/88	\$ 1,728
2 ITC Component of Western Avenue Undergrounding	6/15/88	50,000
3 Undergrounding Charge on Torrance Boulevard	11/87	31,024

The Executive Director apologizes for the tardiness of the document.

RECOMMENDATION

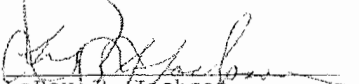
The Executive Director recommends:

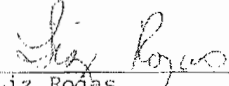
- . Approval of the Implementation Agreement to the Owner Participation Agreement.
- . Adoption of the Resolution attached to the original Agency item approving and authorizing the execution of the Implementation Agreement.

Respectfully submitted,

LeROY J. JACKSON
 EXECUTIVE DIRECTOR

CONCUR:


 LeRoy J. Jackson
 Executive Director

By 
 Liz Rojas
 Assistant to Executive Director

attachment: Implementation Agreement

SUPPLEMENTARY MATERIAL **3 A**

June 21, 1988

AGENCY MEETING
June 21, 1988
SUPPLEMENTARY MATERIAL
ITEM 3A

Honorable Chairwoman and Members
of the Redevelopment Agency
City Hall
Torrance, California

Members of the Agency:

SUBJECT: Implementation Agreement

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RECOMMENDATION

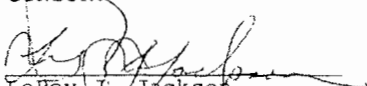
The Executive Director recommends:

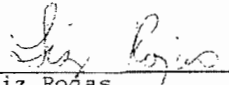
- . Approval of the Implementation Agreement to the Owner Participation Agreement.
- . Adoption of the Resolution attached to the original Agency item approving and authorizing the execution of the Implementation Agreement.

Respectfully submitted,

LeROY J. JACKSON
EXECUTIVE DIRECTOR

CONCUR:


LeRoy J. Jackson
Executive Director

By 
Liz Rojas
Assistant to Executive Director

attachment: Implementation Agreement

SUPPLEMENTARY MATERIAL **3 A**

2.

IMPLEMENTATION AGREEMENT FOR TORRANCE CENTER I

THIS IMPLEMENTATION AGREEMENT (the "Agreement") entered into at Torrance, California by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE (the "Agency") and TORRANCE CENTER I (the "Participant"), implements the Owner Participation Agreement (the "OPA") dated May 26, 1987 and the related Promissory Note (the "Original Note") executed by the Agency on June 21, 1987. The Agency and Participant mutually agree as follows:

Section 1. Definitions.

Capitalized terms not otherwise defined herein shall be defined as provided in the OPA and the Original Note. The Original Note, including all amendments thereto (whether before or after the date of this Agreement), and increases in the amount thereof (in any amount and at any time whatsoever), is hereinafter referred to as the "Note" and the parties hereto expressly agree that the obligations and limitations set forth herein shall apply to such Note.

Section 2. Purpose of this Agreement.

The purpose of this Agreement is to effectuate and implement the OPA and Note. In order to expedite the process of redevelopment under the OPA, the Agency and Participant are entering into this Agreement to provide for the use by the Agency of certain other funding sources and supplemental means of making payments on the Note or obtaining offsets or reductions in the principal balance of the Note.

Section 3. Note Balance.

The parties agree that the principal balance of the Note as of June 1, 1988 was \$745,434.68. Such amount is fifty percent (50%) of certain reimbursable expenses advanced by Participant and accounted for to the Agency all as provided in the OPA and Note. Such principal balance was reduced from \$1,045,434.68 by application of the \$300,000 paid to Participant on November 16, 1987. The parties anticipate that the principal balance of the note will be increased by approximately \$200,000 by December, 1988.

Section 4. Note Payments.

Agency agrees that Participant shall receive payments on the Note in cash as provided below or as an offset as provided in Section 7 hereof. Agency's obligation to make payments to Participant pursuant to this Section 4 is absolute and unconditional and the parties agree that such obligation is in lieu of the source of payment set forth in the OPA and the Note.

3.

Schedule of Note Payments

<u>Date</u>	<u>Amount</u>
Execution of this Agreement by Agency	\$ 138,474.00
November 1, 1988	250,000.00
November 1, 1989	250,000.00
November 1, 1990	Outstanding balance

Section 5. Discount for Advance Payment.

To the extent that any payment to the Participant of the amounts set forth in to Section 4, or any assumption or incurrence of Offset Costs (as defined in Section 7) pursuant to Section 7, is more rapid than anticipated under Section 4 or 7 as applicable, then Agency and Participant shall deduct from the principal balance of the Note an amount equal to the product of the payment and/or Offset multiplied by a discount factor of 10.5% per year, prorated by the number of days in advance of the anticipated payment date under the Note that such payment is made or benefit of an Offset is received. Participant agrees that the \$138,474.00 which it will receive upon execution of this Agreement is a prepayment of an obligation due and owing the Participant on November 1, 1988, and that upon payment to Participant the balance of the Note shall be reduced by this amount plus the applicable discount amount computed pursuant to this Section 5.

By way of illustration only, if under the terms of Section 4 hereof, \$200,000 would have been received on November 1, 1988, and an advance payment is made of \$200,000 on July 1, 1988, then the principal amount of the Note would be reduced as follows:

Principal:	\$200,000
Discount:	\$200,000 x .105 x 123/365 days: \$7,140.00
Total Note	
Reduction:	<u>\$207,140.00</u>

Section 6. Negative Covenant.

The Agency covenants that it will not further encumber the tax increment in the Project Area unless it makes provision for payment of the Agency's obligations set forth herein.

4.

Section 7. Offset Costs.

Agency agrees to assume on behalf of Participant certain expenses (hereinafter "Offset Costs") so as to relieve Participant of the burden of paying such amounts. Such costs may include, but not be limited to, City of Torrance ("City") fees, permit costs, taxes and other items which are the subject of agreement from time to time between the City and the Participant.

Upon certification to Participant that any Offset Cost amounts have been assumed, incurred or otherwise provided for without expense to Participant, the outstanding principal balance of the Note shall be reduced by 100% of such amounts unless the provisions of the next sentence apply. If an Offset Cost, if paid by the Participant, would constitute a Participant's Advance, fifty percent (50%) of which would be reimbursable to Participant by Agency, no portion of such cost shall be added to the principal of the Note and fifty percent (50%) of such cost shall be credited as a reduction of principal on the Note.

The amount of Offset Cost applied as a reduction to the Note shall reduce the Agency's obligations under the OPA and this Agreement.

Agency hereby certifies to Participant that the following amounts will be assumed, incurred or otherwise provided for without expense to Participant. The parties agree that fifty percent (50%) of such amounts shall be credited to reduce the Agency's obligations under the Agreement, the OPA and the Note as of the date indicated:

<u>Item</u>	<u>Date</u>	<u>Amount</u>
Street Improvement Bond Premium	June 15, 1988	\$ 1,728
ITC Component of Western Ave. undergrounding (estimated)	June 15, 1988	50,000

The parties hereto further agree that upon written request of the Participant additional Offset Costs may be agreed upon and that any additional Offset Costs shall be subject to the certification procedures outlined above.

Any Agency agreements respecting Agency payments to City for such amounts shall provide that City's right to receive payment from the Agency from any source whatsoever, including Available Funds, shall be subordinate to

5.

Participant's right to receive such amounts from Agency in payment of the Note.

Agency agrees to work diligently with Southern California Edison Company in order to arrange for release of the ITC deposit set forth below from escrow. Such amounts, if released, shall be released directly to the Participant and upon such release shall be credited as a reduction in the principal balance of the Note.

<u>Item</u>	<u>Release Date</u>	<u>Amount</u>
Undergrounding charge on Torrance Boulevard	Paid 11/87	\$ 31,024 (ITC)

Section 8. Dedication of Improvements.

Participant agrees to dedicate to the Agency the improvements described in attachment A hereto within 30 days of the effective date of this Agreement. In consideration of such dedication, Agency agrees to pay Participant the sum of \$40,000. The parties agree that this amount will be immediately added to the outstanding balance of the Note upon completion of the dedication.

Section 9. Effect of this Agreement.

This Agreement is supplemental to and shall implement the provisions of the OPA and the Note.

Section 10. Date of this Agreement.

The effective date of this Agreement shall be the date the Agreement has been signed by the Agency.

"Agency"

REDEVELOPMENT AGENCY OF
THE CITY OF TORRANCE

_____, 1988.

By: _____
Agency Chairman

APPROVED AS TO FORM:

Stanley E. Remelmeyer
Agency Counsel

By: _____
Executive Director/Secretary

6.

"Participant"

TORRANCE CENTER I, a California
general partnership

By: PHOENICIAN COMMERCIAL PROPERTIES,
INC., a California corporation

By _____
Christopher J. Chambers,
Vice President

By: GASCON MAR, LTD., a California
limited partnership

By: GASCON DEVELOPMENT, INC., a
California corporation, as
General Partner of Gascon
Mar, Ltd.

By _____
Neil D. Gascon,
President

By: MAR DEVELOPMENT CORPORATION, a
California corporation, as
General Partner of Gascon Mar, Ltd.

By _____
Allan W. Mackenzie,
President

June 17, 1988

Redevelopment Meeting
June 21, 1988

Honorable Chairman and Members
of the Redevelopment Agency
City Hall
Torrance, California

Members of the Agency:

Subject: CONSIDERATION OF AN IMPLEMENTATION AGREEMENT TO
THE OWNER PARTICIPATION AGREEMENT BETWEEN THE
TORRANCE REDEVELOPMENT AGENCY AND TORRANCE
CENTER I (GASCON MAR LTD)

ABSTRACT

The Executive Director recommends that the Redevelopment Agency take the following actions:

- Approve the Implementation Agreement to the Owner Participation Agreement.
- Adopt a Resolution approving and authorizing the execution by the Redevelopment Agency of the City of Torrance of the Implementation Agreement between the Redevelopment Agency of the City of Torrance and Torrance Center I (Gascon Mar Ltd.)

BACKGROUND

On July 12, 1983, the Redevelopment Agency approved and adopted the Torrance Industrial Redevelopment Plan.

Subsequently, on December 23, 1986, the Redevelopment Agency agreed to enter into a Participation Agreement with Torrance Center I (Gascon Mar Ltd.). The purpose of the Participation Agreement was to provide financial assistance from the Redevelopment Agency in the development of the eleven acre site at the southwest corner of Torrance Boulevard and Western Avenue. The basis for the request was tied to the extraordinary costs of site clean-up and needed public improvements in this old, blighted industrial area.

In exchange, the Redevelopment Agency would realize several benefits from participating in Torrance Center I. The O.P.A. gives the Agency added control over the development; and, the project has been a significant asset in the achievement of the goals of the Redevelopment Project.

ANALYSIS

Due to the complexity of the project, it has become apparent that clarifications need to be made to the Participation Agreement in regard to the financial payment structure and methods of payments between the Redevelopment Agency and Torrance Center I (Gascon Mar Ltd.). The attached implementation agreement provided such clarification in the areas.

The original Participation Agreement allowed the Agency to repay Torrance Center I for up to 2 million dollars worth of eligible expenses such as site clean-up and public improvements. The project is near completion; and, it is anticipated the eligible expenses will be closer to \$1,240,000. Furthermore, with the adoption of this Implementation Agreement the agency will own the portion of land under the Torrance Bridge on the Torrance Center I site.

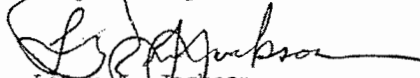
A more detailed breakdown of the payment schedule is included in the attached agreement.

RECOMMENDATION

The Executive Director recommends that the Redevelopment Agency of the City of Torrance take the following action:

- Approve the Implementation Agreement to the Owner Participation Agreement.
- Adopt a Resolution approving and authorizing the execution by the Redevelopment Agency of the City of Torrance of the Implementation Agreement between the Redevelopment Agency of the City of Torrance and Torrance Center I (Gascon Mar Ltd.)

Respectfully submitted,


Leroy J. Jackson
Executive Director

Prepared by:


Liz Rojas

Assistant to City Manager

Attachments:

1. Resolution
2. Implementation Agreement (Material available Monday)