

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the City Council:

SUBJECT: City Manager – Approve License Agreement for use of certain Torrance Municipal Airport Property

RECOMMENDATION

Recommendation of the City Manager that City Council approve a License Agreement by and between the City of Torrance, a Municipal Corporation (“CITY”), and California Wing, Civil Air Patrol, a Federally Chartered Corporation, (“LICENSEE”) for use of the following City-owned property located at Torrance Municipal Airport – Zamperini Field:

- Hangar Number 2735-A: CAP meetings and storage of office equipment and supplies required for CAP use; and
- Tie Downs: To locate CAP owned and operated aircraft subject to the rules and regulations of the City of Torrance and Torrance Municipal Airport-Zamperini Field; and
- Area as described in Exhibit A as Lease Parcel 2 and depicted in Exhibit B as Lease Parcel 2: Storage of CAP equipment and aircraft subject to the rules and regulations of the City of Torrance and Torrance Municipal Airport-Zamperini Field.

Funding

Funding is not required for this transaction. No revenue will be generated from this License.

BACKGROUND/ANALYSIS

The Civil Air Patrol (CAP) is an auxiliary of the United States Air Force and has been a long standing tenant at the airport. The CAP provides service to the Torrance Community through air search and rescue for lost aircraft and persons, as well as being available to Civil Defense in case of emergency or disaster. There continues to be a need for their service and presence at Zamperini Field.

The CAP had a long term Lease with the City for an area located in the eastern part of the airport. The Lease was for an area of approximately 3 acres and was envisioned as a site the CAP would expand into over the life of the Lease. The Lease was entered into in April of 1989 and expired in 2009. Since the expiration, a large portion of the former Leased area was subsequently leased to the Western Museum of Flight for a museum project. A portion of the former Lease area was retained as it housed the hangar that was built by the CAP to store aircraft; this area is included in the proposed License Agreement.

In addition to the CAP hangar site, the License includes the use of a ½ hangar that was approved for use by the CAP on March 6, 2008 (Attachment C). The improvements that were authorized were implemented and the CAP is using that site as well. The CAP had two tie downs on their original Lease area, the use of two tie-downs is also included in the License Agreement.

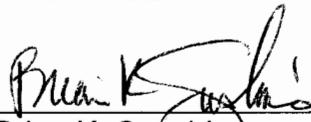
The CAP also wishes to make additional improvements to the ½ hangar but has concerns with the City's ability to terminate the License with sixty days notice. Although there is no anticipated reason to terminate the License, the Agreement includes a reimbursement of up to \$3,000, based on actual costs, if the License is terminated within the first five years.

Finally, it was anticipated that the CAP would pay a minimal amount for the use of the tie-downs however based on the service they provide to the area and their limited source of revenue, it was determined that the tie-downs would be included in the \$1.00 license fee as the City can move the tie-downs at any time.

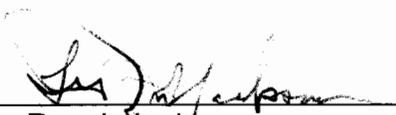
The License before you this evening allows for the CAP to continue its long-standing service to the area with minimal impact to their operation or the operation of the airport.

Respectfully submitted,

LeROY J. JACKSON
CITY MANAGER

By 
Brian K. Sunshine
Assistant to the City Manager

CONCUR:


LeRoy J. Jackson
City Manager

Attachments:

- A. Site map
- B. License Agreement
- C. Council Item date May 6, 2008

Location Map



LICENSE AGREEMENT

This License Agreement ("License") is made and entered into as of October 25, 2011 by and between the CITY OF TORRANCE, a Municipal Corporation ("CITY") and California Wing, Civil Air Patrol, a Federally Chartered Corporation, ("LICENSEE").

RECITALS:

- A. CITY is the owner of fee title to an area identified as Torrance Municipal Airport, Zamperini Field (Airport) operational address 3301 Airport Drive, Torrance, California.
- B. LICENSEE is the Wing Civil Air Patrol (CAP) that was a Lessee at the Airport until their Lease expired on March 31, 2009.
- C. LICENSEE desires to continue operation at the Airport and wishes to utilize space for meetings, a hanger and 2 airport tiedowns.

AGREEMENT:

Therefore, in order to carry out their intent as expressed above, CITY and LICENSEE agree as follows:

1. PREMISES
CITY grants LICENSEE a license to access and use, subject to all terms and conditions stated, certain areas located on the premises of Airport described as Zamperini Field Torrance, California: (A) Hangar Number 2735-A (the Hangar), (B) two airplane tiedowns, location to be determined at the sole discretion of the CITY and can be moved from time to time by City and (C) the area described in Exhibit A for the purpose of housing the CAP hangar (Exhibit A).
2. PURPOSE
The property may be utilized by LICENSEE in the following manner:
 - A) Hangar Number 2735-A: CAP meetings and storage of office equipment and supplies required for CAP use; and
 - B) Tie Downs: To locate CAP owned and operated aircraft subject to the rules and regulations of the City of Torrance and Torrance Municipal Airport-Zamperini Field; and
 - C) Area as described in Exhibit A as Lease Parcel 2 and depicted in Exhibit B as Lease Parcel 2: Storage of CAP equipment and aircraft subject to the rules and regulations of the City of Torrance and Torrance Municipal Airport-Zamperini Field.

3. TERM

This LICENSE will be effective from October 25, 2011 through October 24, 2021. CITY may terminate this agreement upon 60 days notice to LICENSEE. Termination shall be effective at the time notice is received or as specified therein.

4. COMPENSATION

LICENSEE agrees to pay CITY in advance, the sum of \$1.00.

5. IMPROVEMENTS

Licensee intends to make certain improvements to the interior of Hangar Number 2735-A including finishing the south facing wall with sheetrock and properly setting the electrical outlets flush against the new wall, paint, etc. Other upgrades include paint, and some work on the upstairs half office that will be accomplished within the first 18 months of execution of this License Agreement. If this License is terminated within the first five (5) years of the execution date, City will reimburse Licensee an amount not to exceed \$3,000 provided that proper documentation can be submitted by Licensee showing the expenses discussed in this section.

6. NOTICE

Addresses for purpose of giving notice are as follows:

LICENSEE: Col. Jon Stokes, Commander
California Wing, Civil Air Patrol
P.O. Box 7688
Van Nuys, CA 91409-7688
Fax: (310) 379 -2135

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

7. INDEMNIFICATION

To the extent of the insurance coverage provided to LICENSEE, LICENSEE will indemnify, defend, and hold harmless CITY, 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 however the same may be caused and regardless of the responsibility for negligence, arising from the negligent acts or omissions, or willful misconduct of LICENSEE, its officers, employees,

agents, subcontractors or vendors. It is further agreed, that LICENSEE's obligations to indemnify, defend and hold harmless in accordance with this paragraph will be proportionate in the event of concurrent negligence on the part of CITY, 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 CITY, its officers, employees or agents. In the event of any dispute between LICENSEE and CITY, as to whether liability arises from the negligence of the CITY or its officers, employees, agents, subcontractors or vendors, LICENSEE will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY's negligence. LICENSEE will be entitled in the event of such a determination to reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation, in proportion to the CITY's liability. Upon the reasonable request made by the CITY, LICENSEE will provide to the CITY evidence that it has the necessary coverages identified in the agreement, which may include providing copies of the applicable insurance policies then in effect, and as renewed, in order to demonstrate that the required insurance is being maintained.

8. INSURANCE

- A. LICENSEE must maintain at its sole expense the following insurance, which will 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 \$500,000 per person, \$1,000,000 per occurrence; and
 - b. Primary Property Damage of at least \$250,000 per occurrence; or
 - c. Combined single limits of \$1,000,000 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 coverage of at least \$1,000,000 per occurrence.
 3. Professional liability insurance – INTENTIONALLY DELETED BY RISK MANAGER
 4. Workers' Compensation – INTENTIONALLY DELETED BY RISK MANAGER
- B. The insurance provided by LICENSEE will be primary and non-contributory.

- C. LICENSEE understands, and will instruct its members, that the 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 automobile policy of each individual member of LICENSEE who operates a vehicle on airport property.
- D. LICENSEE must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. The California Wing of LICENSEE will provide not less than thirty (30) days notice to the City of any notification received by the California Wing of LICENSEE of any termination, cancellation or change of coverage of any insurance policy required by this Paragraph for coverage specific to the City of Torrance location(s) as described in Section 2 above.

Insurance or bonds required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the LICENSEE agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that LICENSEE will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

9. MAINTENANCE AND SECURITY

LICENSEE agrees to comply with all applicable Federal, State, County and City statutes, ordinances, rules, laws or regulations that are applicable to the premises or the operations of LICENSEE on the premises, and any deviation from these or any conditions stated in this LICENSEE will be cause of immediate cancellation.

Security and maintenance of the site will be the responsibility of the LICENSEE. LICENSEE will keep facilities as shown in Exhibit A & B locked when not being used and will keep the general area clean and clear of any debris. Use will be for CAP purposes only.

10. LIMITS OF LICENSE

It is understood that the permission granted in this LICENSE is in no way to be construed by LICENSEE as permission to otherwise enter upon CITY'S other property for any purpose.

11. INTEGRATION; AMENDMENT

This License represents the entire understanding of CITY 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. ATTORNEY'S FEES

Except as provided for in Paragraph 6, 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.

17. 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.

IN WITNESS WHEREOF, the parties have duly executed this LICENSE on the date first written above.

CITY OF TORRANCE,
A Municipal Corporation

California Wing Civil Air Patrol,

Frank Scotto, Mayor

By: _____
Jon J. Stokes, Colonel
Its: Commander California Wing
Civil Air Patrol

ATTEST

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Attachment: Exhibit A
Exhibit B

EXHIBIT "A"
LEGAL DESCRIPTION FOR
LEASE PARCELS

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

LEASE PARCEL 1

BEING A PORTION OF PARCEL 27 OF OFFICIAL MAP NO. 2 RECORDED IN BOOK 5 PAGES 44 THROUGH 51 INCLUSIVE OF MAPS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL 27; THENCE ALONG THE WEST LINE OF SAID PARCEL 27 NORTH 00°24'33" EAST A DISTANCE OF 441.91 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "A"**; THENCE LEAVING SAID WEST LINE SOUTH 89°38'04" EAST A DISTANCE OF 95.84 FEET; THENCE NORTH 00°24'33" EAST A DISTANCE OF 31.03 FEET; THENCE SOUTH 50°12'32" EAST A DISTANCE OF 158.49 FEET; THENCE ALONG A LINE LYING 0.63 FEET NORTHWESTERLY AND PARALLEL TO THAT CERTAIN SOUTHEASTERLY LINE OF SAID PARCEL 27 SHOWN AS "NORTH 44°22'02" EAST 218.09 FEET" ON SAID OFFICIAL MAP NO. 2; THENCE SOUTHEASTERLY ALONG THE NORTHWESTERLY PROLONGATION OF THAT CERTAIN EASTERLY LINE OF SAID PARCEL 27 SHOWN AS "NORTH 37°24'29" WEST 149.19 FEET" ON SAID OFFICIAL MAP NO. 2 SOUTH 37°24'29" EAST A DISTANCE OF 10.40 FEET TO A POINT ON SAID EASTERLY LINE; THENCE DEPARTING SAID LINE SOUTH 36°59'27" EAST A DISTANCE OF 129.56 FEET; THENCE SOUTH 48°29'15" WEST A DISTANCE OF 137.87 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 27; THENCE ALONG SAID SOUTHERLY LINE SOUTH 52°35'31" WEST A DISTANCE OF 189.51 FEET TO **THE POINT OF BEGINNING**.

CONTAINING AN AREA OF 73,567.79 SQUARE FEET MORE OR LESS.

LEASE PARCEL 2

BEING A PORTION OF PARCEL 27 OF OFFICIAL MAP NO. 2 RECORDED IN BOOK 5 PAGES 44 THROUGH 51 INCLUSIVE OF MAPS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT HEREINABOVE DESCRIBED **POINT "A"**; THENCE ALONG THE WEST LINE OF SAID PARCEL 27 NORTH 00°24'33" EAST A DISTANCE OF 41.96 FEET; THENCE DEPARTING SAID WEST LINE SOUTH 89°38'04" EAST A DISTANCE OF 95.31 FEET;

THENCE SOUTH 02°20'46" EAST A DISTANCE OF 10.94 FEET; THENCE SOUTH 00°24'33" WEST A DISTANCE OF 31.03 FEET; THENCE NORTH 89°38'04" WEST A DISTANCE OF 95.84 FEET TO **THE POINT OF BEGINNING**.

CONTAINING AN AREA OF 4,018.57 SQUARE FEET MORE OR LESS.

EXHIBIT "B": ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

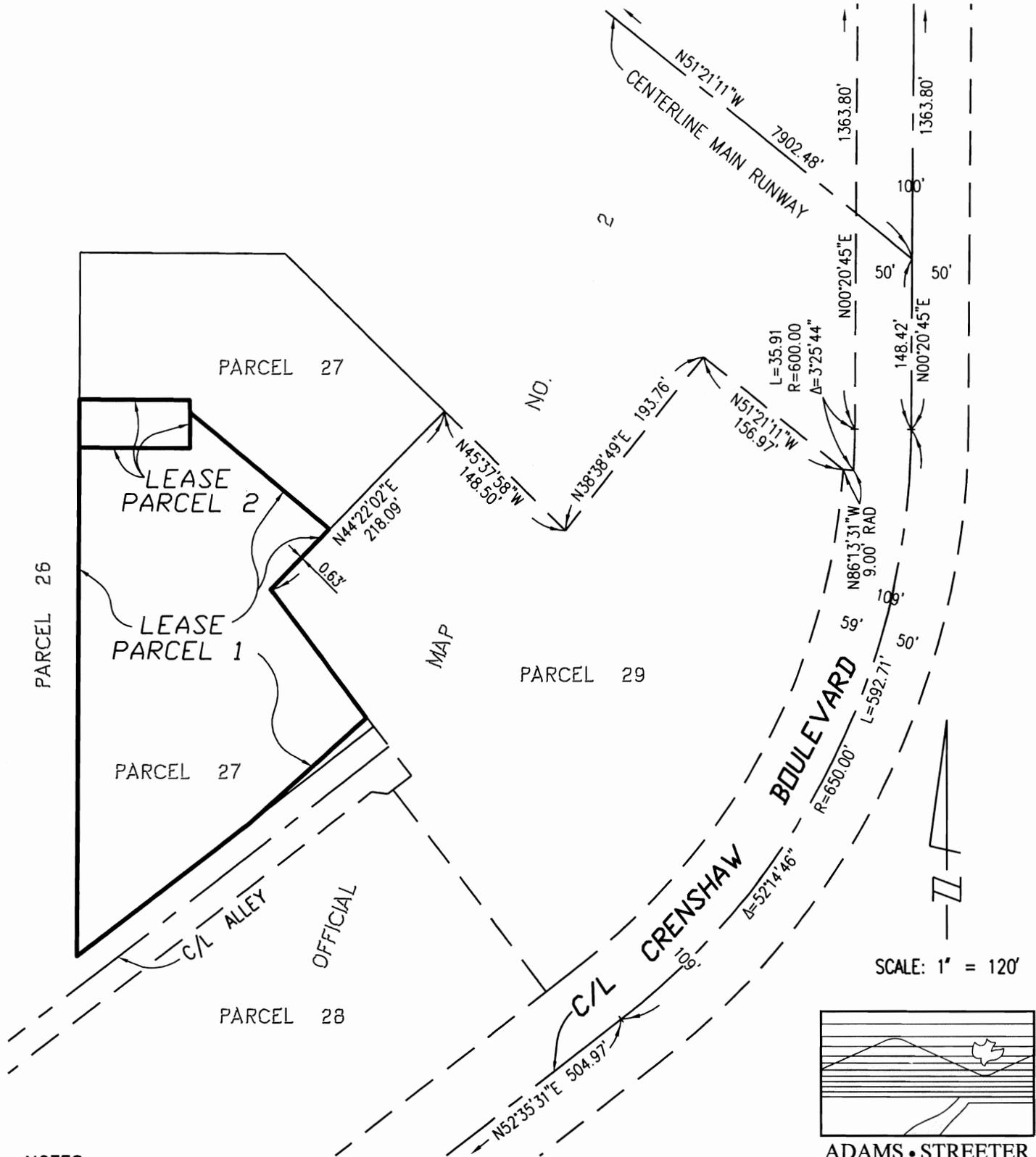
PREPARED UNDER THE SUPERVISION OF:



JAN A. ADAMS, R.C.E. 21687
EXPIRES 9-30-11

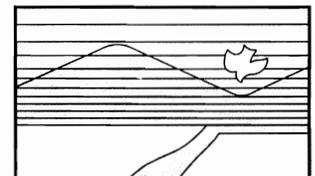


EXHIBIT "B"
SKETCH TO ACCOMPANY LEASE PARCELS
FOR PORTIONS OF PARCEL 27
OFFICIAL MAP NO. 2
IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



NOTES:
 SEE SHEET 2 FOR LEASE PARCELS DATA

SCALE: 1" = 120'

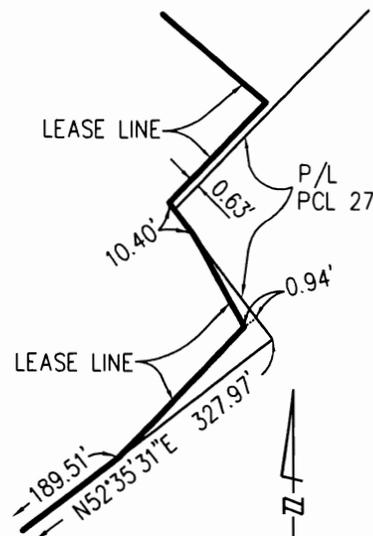
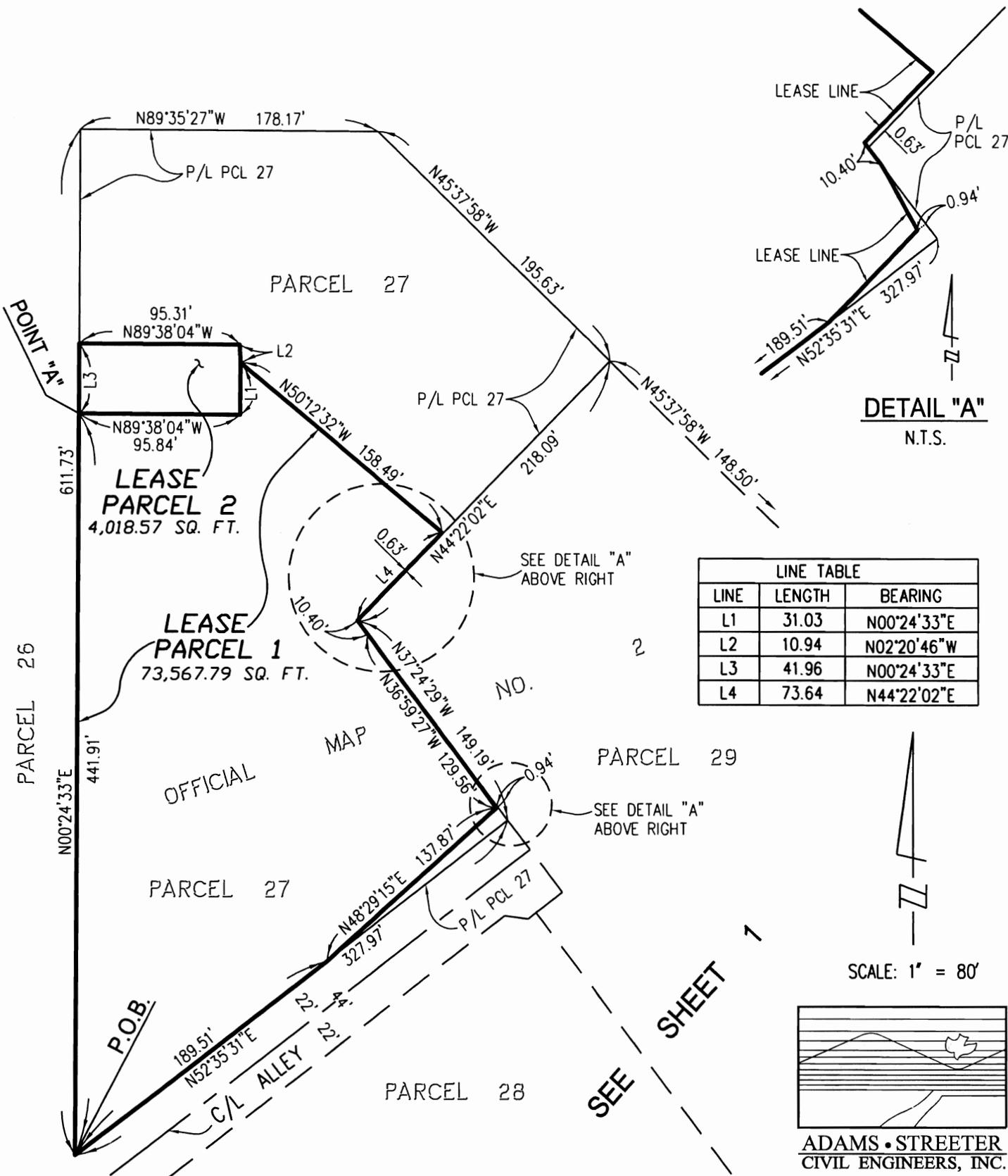


ADAMS • STREETER
 CIVIL ENGINEERS, INC.

JN 10-1795

EXHIBIT "B"

SKETCH TO ACCOMPANY LEASE PARCELS FOR PORTIONS OF PARCEL 27 OFFICIAL MAP NO. 2 IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

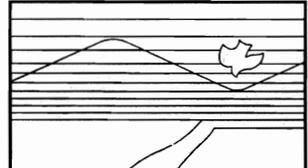


DETAIL "A"
N.T.S.

LINE TABLE		
LINE	LENGTH	BEARING
L1	31.03	N00°24'33"E
L2	10.94	N02°20'46"W
L3	41.96	N00°24'33"E
L4	73.64	N44°22'02"E



SCALE: 1" = 80'



ADAMS • STREETER
CIVIL ENGINEERS, INC.

JN 10-1795

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the City Council:

**SUBJECT: City Manager – Approve use of East T ½ Hangar for meetings and training.
Expenditure: \$35,000.**

RECOMMENDATION

Recommendation of the City Manager that the City Council:

- 1) Approve the use of a half size hangar 2735-A, located in the City-owned East T-Hangar area, for use by the Civil Air Patrol for meetings and training of their squadron; and
- 2) Appropriate \$35,000 from the Airport Fund for improvements to the unit.

Funding

Funding is required from the Airport Fund in the amount of \$35,000.

BACKGROUND/ANALYSIS

The Civil Air Patrol (CAP) is an auxiliary of the United States Air Force and has been a long standing tenant at the airport. The CAP provides service to the Torrance Community through air search and rescue for lost aircraft and persons, as well as being available to Civil Defense in case of emergency or disaster. There continues to be a need for their service and presence at Zamperini Field.

The CAP entered into a month-to-month Lease in September of 1972. The Lease gave them a facility for office purposes including the conducting of training, air search and rescue activities, meetings and the storage of four aircraft on premises. The current CAP Leasehold is located on the next phase of the Torrance Flite Park (TFP) development. In order to deliver the parcel free and clear of structures by August 31, 2008, the month-to-month tenancy must be terminated and the structure demolished. The CAP wishes to continue their service to Torrance and to do so, another facility needs to be made available.

There is an area located in the East T Hangar development that is not large enough to store an aircraft. The location size is approximately 1469 square feet. The facility was utilized at one time for the Tomahawk project. The facility can be utilized by the CAP with some improvements. The improvements for the site would include:

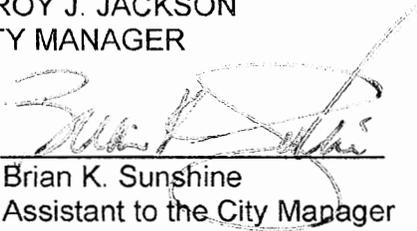
- Add 2 windows
- Add safety railing
- Replace entrance door
- Add mechanical ventilation
- Modify conduit to meet code
- Modify fluorescent lights (not high ceiling)
- Add ceiling insulation
- Miscellaneous demolition

These additions would make the facility usable by the CAP. The site does not include tie downs, a new Lease will come forward with the CAP that would address this site as well as include 2 tie downs. The Lease is for \$45.00 per month with a credit equal to one-third the Lease amount for each Civil Air Patrol corporate aircraft based at Zamperini Field. The CAP currently has one aircraft based in Torrance so their rent is \$32.38 per month, the Lease that is coming forward would propose the same terms as a means to keep the relationship with the CAP and allow for their operations to continue at Zamperini Field.

Upon approval, the project will go to bid and the improvements will be made. Staff will be working with the CAP to allow for facility use if the improvements are not concluded prior to Lease termination. The termination date is set for July 31, 2008.

Respectfully submitted,

LeROY J. JACKSON
CITY MANAGER

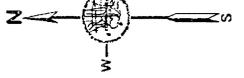
By 
Brian K. Sunshine
Assistant to the City Manager

CONCUR:


LeRoy J. Jackson
City Manager

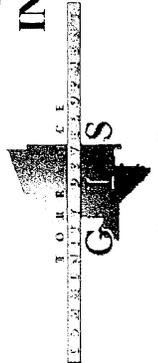
Attachment:

- A. Site map
- B. Lease C-1421

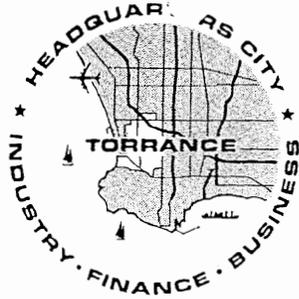


Lines and photos are approximate, not to be used for establishing absolute or relative positions

INTERSECTION OF AIRPORT DR. AND ROLLING HILLS WAY.



Jeffery W. Gibson
Community Development Department



CITY OF TORRANCE
 TORRANCE MUNICIPAL AIRPORT
 (ZAMPERINI FIELD)

3115 AIRPORT DRIVE . TORRANCE, CALIFORNIA
 TELEPHONE (213) 325-0191 90505

LETTER AGREEMENT

This Letter Agreement dated December 4, 1974, when properly executed, contains the whole modified conditions to that certain lease dated September 1, 1972 between the City of Torrance and California Wing Civil Air Patrol, Squadron #129.

The purpose of this Letter Agreement shall be to modify Paragraph 4, "USE" of said lease with respect to the number of stored aircraft permitted for the period of this Letter Agreement only.

The modification accomplished by this Letter Agreement shall permit the storage of five (5) aircraft for the period specified below in place of the maximum four (4) permitted by the lease.

The term of this Letter Agreement shall be for a period of 120 days beginning on the date of execution hereinbelow.

All other terms and conditions of said lease referred to hereinabove shall remain in full force and effect and said lease shall continue in full force and effect after expiration of this Letter Agreement.

Earnest L. Oberheim
 CIVIL AIR PATROL, California Wing,
 Squadron #129

Arthur T. Horkay
 FOR ARTHUR T. HORKAY, Director of
 Transportation, City of Torrance

19 Dec 74
 DATE

December 19, 1974
 DATE

Effective Date: 1-6-75

Expiration Date: 5-5-75

CITY OF TORRANCE

74 DEC 20 PM 3:31

RECEIVED
 CITY OF TORRANCE

COPY

AIRPORT LEASE

C-1421

THIS LEASE, made and entered into this 1st day of September 1972, in the City of Torrance, by and between the CITY OF TORRANCE, a municipal corporation, hereinafter referred to as "City," and CALIFORNIA WING CIVIL AIR PATROL, Squadron 129, hereinafter called "Lessee."

1. PREMISES

For and in consideration of the rents, covenants and conditions herein contained, the City does hereby lease to Lessee certain real property, together with the building thereon, located on the Torrance Municipal Airport in the City of Torrance as shown on Exhibit A, bearing Identification No. 374, attached hereto and made a part hereof, which real property is hereinafter referred to as "said leased premises."

2. TERM

The term of this lease shall be month to month, commencing September 1, 1972. This lease may be cancelled by either party on the giving of thirty (30) days' written notice of intent to cancel, said notice to be given in accordance with the provisions of Paragraph 9 herein.

3. RENT

Lessee acknowledges that the rental value of the premises is One Hundred Eighteen Dollars and Fifty-Seven Cents (\$118.57) per month. Lessee presently occupies rent free City Hangar T-13 and adjacent tie-down which City and Lessee mutually agree have a rental value of Forty-five Dollars (\$45.00) and Twenty-five Dollars (\$25.00) per month respectively. Lessee agrees to vacate said T-hangar and tiedown to the City and the City agrees to give Lessee a credit of the sum of Forty-five Dollars (\$45.00) and Twenty-five Dollars (\$25.00) a total of Seventy Dollars (\$70.00) per month against the rent of One Hundred Eighteen Dollars and Fifty-seven Cents (\$118.57) per month for said leased premises.

1.

COPY
Original

Lessee, therefore agrees to pay to City as rent a sum not to exceed Forty-eight Dollars and Fifty-seven Cents (\$48.57) per month on or before the first day of each month and beginning with the first month following the execution of this lease, provided that the first and last months' rent shall be paid in advance and further provided that for each Civil Air Patrol corporate aircraft acquired by Lessee and based on said leased premises, the said monthly rent shall be reduced by one third. In the event Lessee acquires and bases three (3) or more corporate aircraft on said leased premises, no further credits or rental reduction shall be allowed.

4. USE.

Said leased premises shall be used only by Lessee for office purposes, conducting training programs, air search and rescue activities, meetings, storing of four (4) aircraft and parking of vehicles incidental thereto.

5. INDEMNIFICATION AND HOLD HARMLESS.

Lessee, by the acceptance of this lease hereby granted, covenants and agrees to keep and save free and harmless the City of Torrance, the City Council and each member thereof, its officers, agents and/or employees, from all liability or loss and against any and all claims, demands or causes of action which may be asserted, prosecuted or established against them, or any of them, for damage or injury to person or property from any cause arising out of or as a result of any operation of or performance of any function of Lessee in any way connected with or part of the conduct of Lessee's business on the Torrance Municipal Airport, including any liability for injury to the person or property of the City of Torrance, its officers, agents and/or employees on said leased premises only, and only if arising out of negligent conduct of Lessee.

6. INSURANCE.

Lessee agrees that at all times during the term of this Lease they will maintain in force insurance policies which will insure

and indemnify them and the City, the City Council and each member thereof, and every officer and employee of the City 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 in the amount of \$1,000,000.00 combined single limit for any injury to persons and/or damage to property in or about said leased premises by reason of the use and occupation by them or by any other person or persons of said premises.

The City, the City Council and each member thereof, and every officer and employee of the City shall be named as additional insured on said insurance policy.

7. MAINTENANCE

The City delivers the premises, including the improvements thereon, to Lessee in an "as is" condition. Lessee will maintain the premises, including the improvements thereon, to the satisfaction of the Airport Manager, at their sole expense.

8. COMPLIANCE CITY LAW

Lessee agrees to comply with all ordinances, rules, laws or regulations of the City of Torrance, the Torrance Municipal Airport, this lease, and any other governmental agency, which are applicable to said premises or the operation of them on said premises; and any deviation from these or any of the above listed conditions shall be cause for immediate cancellation.

9. NOTICE

Any notices hereunder shall be deemed sufficient if sent by certified mail, postage prepaid, to the City Clerk of the City of Torrance at 3031 Torrance Boulevard, Torrance, California 90503, AND the Airport Manager, 3115 Airport Drive, Torrance, California 90505, and notice to Lessee in the same manner shall likewise be sufficient if addressed to Civil Air Patrol, Squadron 129, 25315 Aero Way, Torrance, California 90505, AND California Wing CAP, P. O. Box 6190, Burbank, California 91505, or such other addresses as may be designated by the City or Lessee in writing from time to time.

10. This Lease shall not bind California Wing CAP until approved in writing by the Commander of California Wing, Civil Air Patrol.

IN WITNESS WHEREOF, the parties hereto have entered into this Lease the day and year first above written.

CITY OF TORRANCE
A municipal corporation

By Ken Miller
Mayor

ATTEST:

Norman Wolf
City Clerk

CIVIL AIR PATROL
Headquarters California Wing

By Donald Dixon
Donald Dixon, Col.
Wing Commander

CIVIL AIR PATROL
Squadron 129

By Earnest Oberheim
Earnest Oberheim, Lt.
Squadron Commander

APPROVED AS TO FORM:

STANLEY E. REMELMEYER
City Attorney

By Stanley E. Remelmeier

APPROVED AS TO FORM:

CALIFORNIA WING CIVIL AIR PATROL

By Albert I. Kaufman
Albert I. Kaufman, Lt. Col.
Legal Officer

RESOLUTION NO. 72-158

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE AUTHORIZING THE EXECUTION OF THAT CERTAIN AIRPORT LEASE BETWEEN THE CITY OF TORRANCE AND CIVIL AIR PATROL, SQUADRON 129, AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE SAID AIRPORT LEASE.

WHEREAS, the Civil Air Patrol Squadron 129, an auxiliary of the United States Air Force and a service association of long standing that performs emergency air search and rescue service for lost aircraft and persons and is available to Civil Defense in case of emergency or disaster; and

WHEREAS, the Civil Air Patrol performs security, crowd control and information service during the annual Torrance Airport Days and assists and participates in the Torrance Armed Forces Day Parade annually; and

WHEREAS, the Civil Air Patrol provides a youth training program and performs other community services; and

WHEREAS, the Civil Air Patrol has a real need for office and aircraft space to conduct its search and rescue missions, training programs, hold meetings and store its equipment and aircraft; and

WHEREAS, it is mutually advantageous for the City and the Civil Air Patrol to make an arrangement whereby in exchange for certain services the Civil Air Patrol may occupy certain city-owned facilities; and

WHEREAS, it is in the public interest that such lease be executed; and

WHEREAS, said property is not required for other city purposes;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TORRANCE that the Mayor and City Clerk are hereby authorized and directed to execute and attest that certain Airport Lease, dated _____, 1972, by and between the City of Torrance and

HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL
Torrance, California

VIA: Airport Commission

Gentlemen:

Re: Civil Air Patrol Airport Lease

At the Airport Negotiating Team meeting of December 9, 1971, it was recommended that the City enter into a Lease with the Civil Air Patrol for the use of certain premises on the Torrance Municipal Airport formerly occupied by Marks Aviation.

The Civil Air Patrol has been given temporary use of the building for the purpose of holding meetings pending approval of a lease. A draft of a lease was submitted to the Civil Air Patrol on December 21, 1971 for their review and approval.

There were some problems encountered with this initial draft in that the Counsel for the California Wing of the Civil Air Patrol could not approve some of the wording and intent of the original lease. We have subsequently resolved the difficulties after meetings and discussions between the Civil Air Patrol and the City Attorney. The lease submitted herewith provides for the payment of \$48.57 per month with the proviso that with each owned corporate (Civil Air Patrol) aircraft which is based on the premises, the rent will be reduced by one third. The lease is month-to-month, cancellable on 30 days notice. The Civil Air Patrol agrees to provide insurance in the amount of \$1,000,000 combined single limit and naming the City as "additional insured." Civil Air Patrol will also return the one T-hangar and one tiedown they presently occupy to the City as a credit against the \$118.57 per month rental value of the premises as provided in Paragraph 3 RENT of the lease.

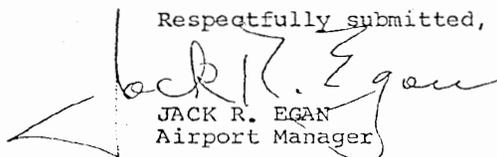
The Airport Department acknowledges the past services provided by Squadron 129 and the Cadet Squadrons of Civil Air Patrol Group 17 to the Airport and the City during Airport Days, Powder Puff Derby, the Armed Forces Day Parade and other events. The sheer tenacity of Civil Air Patrol Search and Rescue Squadron 129 to remain alive for

the past 5 years while operating out of a suitcase is to be admired and commended. The value of such a search and rescue squadron operating from the Torrance Municipal Airport is substantial to the South Bay community, not only in terms of search and rescue but for their emergency transportation and communications potential in the event of a major civil disaster in this area. The Airport Department believes that the Civil Air Patrol and Squadron 129's efforts and value to the community of the greater South Bay area are such that the City of Torrance should encourage and assist their efforts by joining with Squadron 129 and the cadet squadrons and provide them a home on the Torrance Municipal Airport they can call their own.

AIRPORT MANAGER'S RECOMMENDATION:

That the Civil Air Patrol airport lease be approved and the accompanying resolution be adopted, subject to the City Attorney's approval as to form.

Respectfully submitted,

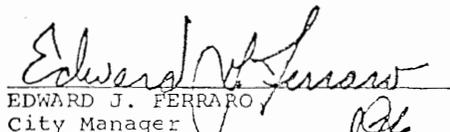

JACK R. EGAN
Airport Manager

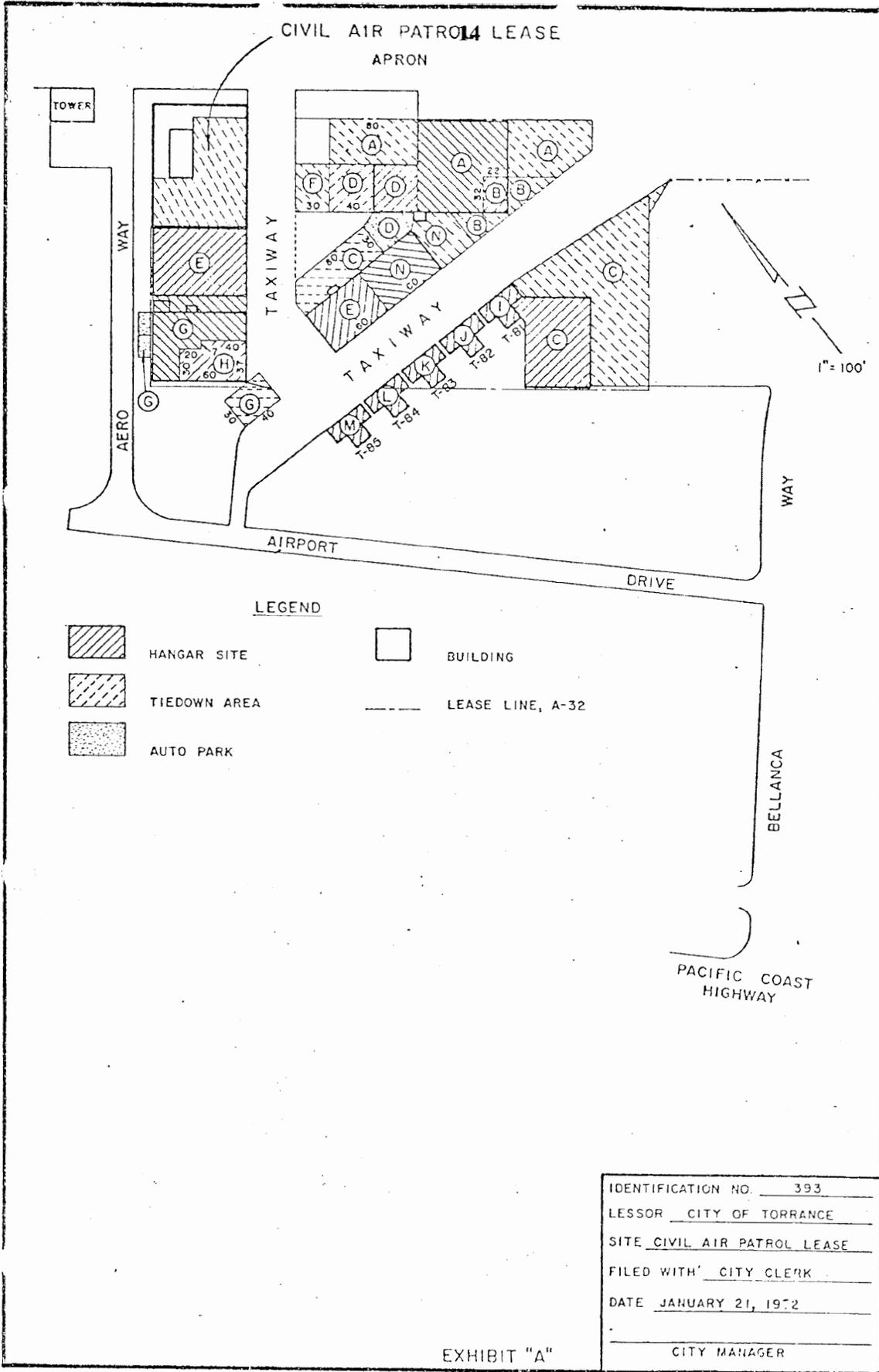
JRE:WJC:kb
Attach.

AIRPORT COMMISSION'S RECOMMENDATION:

At a regular meeting held July 27, 1972 Airport Commission concurred with Airport Manager's recommendation.

NOTED:


EDWARD J. FERRARO
City Manager



LEGEND

-  HANGAR SITE
-  TIEDOWN AREA
-  AUTO PARK
-  BUILDING
-  LEASE LINE, A-32

IDENTIFICATION NO. 393
 LESSOR CITY OF TORRANCE
 SITE CIVIL AIR PATROL LEASE
 FILED WITH' CITY CLERK
 DATE JANUARY 21, 1972

 CITY MANAGER

EXHIBIT "A"