Council Meeting of
July 24, 2012

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

Members of the Council:

SUBJECT: City Manager - Approve license agreement for use of City-owned property located at 1339 Post Avenue

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 Retired Senior Volunteers Program of South Bay, a California nonprofit corporation("licensee") for use of a City-owned building located at 1339 Post Avenue (APN 7355-026-903).

Funding

No funding is required for this action. Approval will net $300 rent per month.

BACKGROUND AND ANALYSIS

In 1997, RSVP entered into a Lease with the Redevelopment Agency of the City of Torrance to utilize space in the 1339 Post Avenue building; the lease was extended in 2000 and again in 2003. The Lease had expired in June 2006 and had been on holdover on a month-to-month basis until a new Lease was implemented in April of 2010. The current Lease has also expired and RSVP is on a month-to-month holdover while staff reviewed the current situation of the Leasehold as it relates to the demise of Redevelopment in the State of California.

At this time it is unclear as to the long-term disposition of the building at 1339 Post Avenue. The legislation that dissolved Redevelopment also allows for certain assets to be retained if they have a public purpose, and staff would argue that the use does serve a public purpose. RSVP provides services for and to senior citizens within the Torrance Community; they also house Focal Point, another senior service group.

Although it is believed that the continued use will be allowed and that the City of Torrance will be able to retain this asset for its current use, staff believes the most prudent method to allow for the continued use as well as protect the City is to enter into a month-to-month license agreement for RSVP. The current rent is $600.00 per month; however, with the uncertainty of long term use it is believed that the net rent to RSVP should be $300.00 per month plus utilities and janitorial support. The license is written for $1,000 per month but if RSVP retains Focal Point as a service within the building a monthly credit of $700.00 would be used

against the overall rent netting a total rent to RSVP of $300.00. This new structure will allow for the continued operation of RSVP and Focal Point at this site.

Respectfully submitted,

LeROY J. JACKSON
City Manager

by Brian K. Sunshine
Assistant to the City Manager

CONCUR:

Mary Giordano
LeRoy J. Jackson
for City Manager

Attachments:
A. License Agreement
B. April 1, 2010 Lease

ATTACHMENT A

LICENSE AGREEMENT

This License Agreement ("License") is made and entered into as of _____, 2012 and effective August 1, 2012, by and between the CITY OF TORRANCE, a Municipal Corporation ("CITY") and Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation ("RSVP"), ("LICENSEE").

RECITALS:

A. CITY is the owner of fee title to the property and improvements located at 1339 Post Avenue, Torrance, California (APN 7355-026-903) ("the Premises").

B. CITY purchased the Premises as part of the development of the Bartlett Senior Center project.

C. The site has been used as a support center for senior services, beginning as a single use for Focal Point, a senior support program and then as a shared site between Focal Point and RSVP.

D. The location of this building is conducive as a senior support center as it is adjacent to the Bartlett Senior Center and in close proximity to the Coleman Court senior housing development.

E. LICENSEE is the Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation.

F. The current Lease expired on September 30, 2011 and has been on a month-to-month tenancy pursuant to their existing Lease.

G. LICENSEE wishes to make certain adjustments to the rent structure of the existing month-to-month tenancy and therefore will terminate the month-to-month tenancy in favor of a License Agreement that will incorporate those adjustments.

H. LICENSEE desires to utilize the Premises to enhance outreach to seniors, create programs by and for seniors and to work in conjunction with Focal Point as a method to enhance the lives of senior citizens in the community.

AGREEMENT:

1. PREMISES

CITY grants LICENSEE a license to access and use, subject to all terms and conditions stated, the premises of 1339 Post Avenue inclusive of the building (APN 7355-026-903).
and as depicted in Exhibit "A."

2. TERM

This LICENSE will be effective from August 1, 2012 through August 31, 2012 and will continue on a month-to-month basis until terminated by either party on 30 days notice. CITY may terminate this agreement upon 30 days written notice to LICENSEE. Termination shall be effective at the time notice is received or as specified therein. License may also be terminated if action is taken by the United States of America, the State of California, or the County of Los Angeles that would have any effect on the ownership of the Premises, the legality of this License, or actions that would otherwise cause this License to become null and void.

3. RENT

RSVP agrees to pay to the City as rent for the Property the following "Minimum Monthly Rent": for the period commencing with the Effective Date, and on a month-to-month basis. $1,000 per month, however, provided that Focal Point remains a tenant in the building, RSVP will receive a credit $700 per month against the rent for keeping this valuable program within the Torrance Downtown area. The first month's rent will be $0 and therefore no credit will be issued.

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 License 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.

7. NONDISCRIMINATION

RSVP agrees by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, and this License 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 City.

9. SURRENDER

At the expiration of the term of this License, and upon proper notice, RSVP must surrender the Property to the City 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 City. 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 City.

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 License in connection with the use of the premises, including, but not limited to, water, electricity, gas, telephone, refuse, and other utilities and services.

B. City 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

Pursuant to Revenue and Taxation Code § 170.6, RSVP understands and acknowledges that the License may create a taxable possessory interest and that RSVP is responsible to pay taxes for possessory interests if assessed. RSVP agrees to pay before delinquency all taxes, including but not limited to property taxes and possessory interest 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 License.

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 Successor Agency to 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 License, 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 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 License will terminate and RSVP will surrender the Property to the City. If, however, the damage to the building is repairable, as determined by the City, then the License will remain in full force and effect. If the damage is deemed repairable, City 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 License, the rent will be apportioned accordingly.

16. ASSIGNMENT AND SUBLETTING

A. RSVP may not assign or sublet this License or any interest therein or any part thereof.

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 License 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 sublicense.

17. NOTICE

Whenever it is necessary for either party to serve notice on the other respecting this License, 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 License on its part to be performed, and continues in default for ten days after written notice from the City 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 City may declare this License 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 License 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 License.

21. RIGHT OF ENTRY

The City 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 License.

22. INTEGRATION; AMENDMENT

This License represents the entire understanding of the City 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 License. The License may not be modified or altered except in writing signed by both parties.

23. EXHIBITS

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

24. 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.

25. 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.

26. AUTHORITY TO EXECUTE

The person executing this License on behalf of RSVP warrants that (i) RSVP is duly authorized and existing; (ii) they are duly authorized to execute this License on behalf of RSVP; (iii) by so executing this License, RSVP 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 RSVP is bound.

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

CITY OF TORRANCE,
a municipal corporation

_____
Frank Scotto, Mayor
ATTEST:

_____
Sue Herbers, City Clerk

APPROVED AS TO FORM:

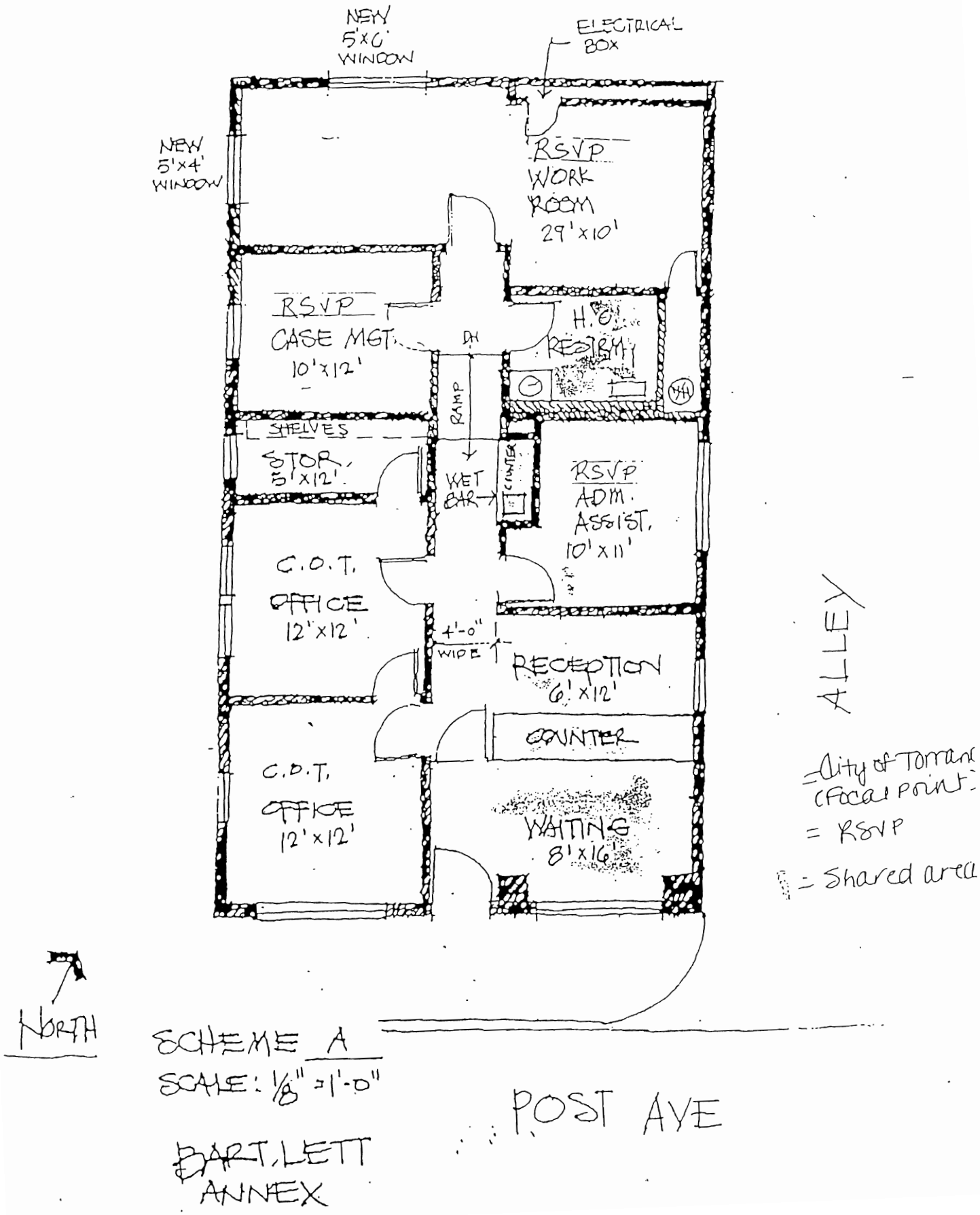
JOHN L. FELLOWS III
City Attorney

By:_____

Retired and Senior Volunteers Program
of South Bay,
a California nonprofit corporation

_____
Hillary Bloom
Chair, Board of Directors

Exhibit A


NEW 5'x6' WINDOW
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DN
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STOR. 5'x12'
WET BAR
COUNTER
RSVP ADM. ASSIST. 10'x11'
C.O.T. OFFICE 12'x12'
4'-0" WIDE
RECEPTION 6'x12'
COUNTER
C.O.T. OFFICE 12'x12'
WAITING 8'x16'
ALLEY
= City of Torrance (Focal Point)
= RSVP
= Shared area
NORTH
SCHEME A
SCALE: 1/8" = 1'-0"
POST AVE
BARTLETT ANNEX

ATTACHMENT B

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.

R 2010-002

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.

ORIGINAL COPY

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 form 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

Frank Scotto, Chairman

ATTEST:

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

APPROVED AS TO FORM:

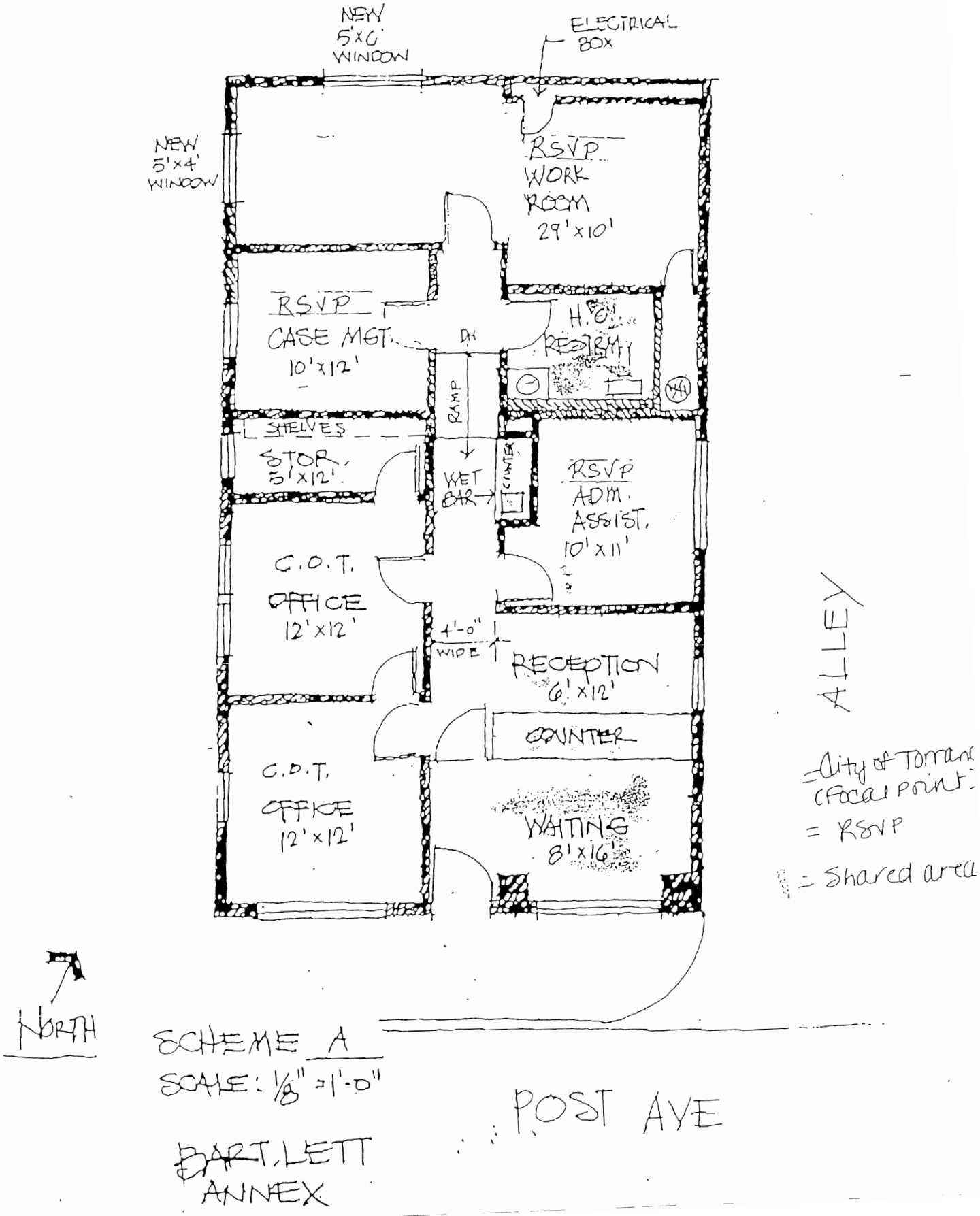
JOHN L. FELLOWS III
Agency Counsel

By

Retired and Senior Volunteers Program of South Bay,
a California nonprofit corporation

Hillary Bloom
Chair, Board of Directors

Exhibit A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RECEPTION 6'x12'
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C.O.T. OFFICE 12'x12'
WAITING 8'x16'
ALLEY
City of Torrance (Focal Point)
= RSVP
= Shared area
NORTH
SCHEME A
SCALE: 1/8" = 1'-0"
POST AVE
BARTLETT ANNEX