

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

**Members of the Council:**

**SUBJECT: City Manager – Authorize Amendment to Reciprocal Parking Easement Agreement (REPA) for property located at 25210 Crenshaw Boulevard**

**RECOMMENDATION**

Recommendation of the City Manager that City Council authorize a Third Amendment to the Reciprocal Easement and Parking Agreement by and between RHP, LLC as master tenant of Rolling Hills Plaza Shopping Center located at the corner of Pacific Coast Highway and Crenshaw Boulevard, known as Rolling Hills Plaza Shopping Center and RHP, LLC as master tenant of the property formerly known as Auto Center located at 25210 Crenshaw Boulevard.

**Funding**

Funding is not required for this transaction.

**BACKGROUND/ANALYSIS**

The site formerly known as the Auto Center is located on a one-half acre City-owned parcel. The Rolling Hills Shopping Center (Center) is located adjacent to this parcel on 28.5 acres. The Reciprocal Parking Easement was originally entered into in 1997 when the half acre parcel was being constructed. The Agreement allows for some shared parking by the Center on nights and weekends. The Agreement also allows for ingress and egress across the properties.

The Leasehold for the Auto Center was taken over by the same entity that owns the Leasehold for the Center. At that time, the Auto Center was demolished and office space was constructed. The Reciprocal Agreement is still needed as the parcels involved are under separate Leases.

The modifications to the Agreement are:

- Makes the Agreement binding on the current and future tenants
- Extends the Agreement through October 1, 2027

Respectfully submitted,

CONCUR:

*for*  
  
LeRoy J. Jackson  
City Manager

LeROY J. JACKSON  
CITY MANAGER

By   
Brian K. Sunshine  
Assistant to the City Manager

Attachment A: Third Amendment to REPA

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

LA CAZE DEVELOPMENT COMPANY  
2601 AIRPORT DRIVE, SUITE 300  
TORRANCE, CA 90505

ATTN: MR. NORMAN LA CAZE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**RATIFICATION OF AND 3<sup>RD</sup> AMENDMENT TO  
RECIPROCAL EASEMENT AND PARKING AGREEMENT**

**THIS RATIFICATION OF AND 3<sup>RD</sup> AMENDMENT TO RECIPROCAL EASEMENT AND PARKING AGREEMENT** (this "Agreement") is entered into by **ROLLING HILLS PLAZA LLC**, a California limited liability company ("RHPLLC" or "RHP"), as owner of the Shopping Center and the Auto Center Property as defined in the REPA (defined below). Initially capitalized terms used herein without definition shall have the meanings ascribed to such terms in the REPA.

**RECITALS:**

A. Rolling Hills Plaza Venture 96, LLC, a California limited liability company ("RHP96"), predecessor in interest to RHPLLC, as lessee of the Shopping Center, and Daniel F. Selleck d/b/a S&S Auto Center ("Selleck"), predecessor in interest to RHPLLC, as lessee of the Auto Center Property, entered into that certain Reciprocal Easement and Parking Agreement dated July 15, 1997 and recorded on July 29, 1997 as Instrument No. 97-1152729 which set forth certain reciprocal easement and parking rights affecting the Shopping Center and the Auto Center Property.

B. As of April 15, 1999, RHPLLC succeeded to all right, title and interest held by RHP96 as ground lessee under that certain lease with the City of Torrance dated October 21, 1987 and recorded November 3, 1987 as Instrument No. 87-1761480, as amended, for the Shopping Center.

C. RHPLLC and Selleck entered into that certain Amendment No. 1 to Reciprocal Easement and Parking Agreement, dated June 23, 1999 and recorded on July 26, 1999 as Instrument No. 99-1388451, as modified by that certain Amendment No. 2 to Reciprocal Easement and Parking Agreement executed as of October 3, 2007 and recorded on October 22,

2007 as Instrument No. 20072390127 (such Reciprocal Easement and Parking Agreement as so amended is hereinafter referred to as the "REPA").

D. On September 20, 2000, RHPLLC acquired Selleck's interest as lessee in the Ground Lease under that certain Lease No. 5 with the City of Torrance, dated February 1, 1964, as superseded by that certain Lease dated as of August 19, 1997 and effective as of September 1, 1997.

E. For purposes of this Agreement, RHPLLC in its capacity as lessee of the Auto Center Property is referred to as "Auto Center."

F. The parties hereto wish to formally acknowledge that the REPA is in full force and effect and extend the term of the REPA, as detailed below.

#### **TERMS:**

**NOW THEREFORE**, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, RHPLLC and Auto Center agree as follows:

1. RHPLLC acknowledges that notwithstanding the fact that RHPLLC is the lessee of the interests in both the Auto Center and the Shopping Center, RHPLLC intends for the REPA, as hereby amended, to remain in full force and effect and to be binding on RHPLLC's and Auto Center's successors and assigns, respectively.

2. The term of the REPA is hereby extended through and including October 1, 2027, and shall continue thereafter until terminated by RHPLLC, or the then owner of the Shopping Center, if not RHPLLC, with the consent of any first lien mortgagee, by the recording of a termination hereof.

3. Except as herein specifically amended, the terms and provisions of the REPA shall remain in full force and effect and are hereby ratified.

4. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

*[signature pages follow]*

**THIS AGREEMENT** has been entered into by the parties as of September \_\_, 2012.

**RHPLLC:**

ROLLING HILLS PLAZA LLC,  
a California limited liability company

By: ROLLING HILLS PLAZA VENTURE 96, LLC,  
a California limited liability company  
Its member

By: ROLLING HILLS PLAZA SHOPPING CENTER,  
a California limited partnership  
Manager

By: LA CAZE PARTNERSHIP,  
a California limited partnership  
General Partner

By: The La Caze Family Trust, u/d/t dated July 6, 1987  
General Partner

By: \_\_\_\_\_  
Norman R. La Caze, Trustee

By: \_\_\_\_\_  
Carole J. La Caze, Trustee

By: NORTHERN RHP LLC,  
a Delaware limited liability company,  
Its member

By: BRISTOL GROUP, INC.,  
a California corporation  
Manager

By: \_\_\_\_\_  
Jeffrey S. Kott, Principal

By: \_\_\_\_\_  
Todd J. McLay, Chief Financial Officer

**CONSENT OF CITY OF TORRANCE**

The City of Torrance ("City") is the fee owner and the ground lessor of the Shopping Center and the Auto Center Property and, by execution hereof, hereby consents to this Agreement and subjects its fee simple interest in the Shopping Center and Auto Center Property to this Agreement. By consenting to this Agreement, the City does not assume, and hereby expressly disclaims, any liability or obligation, and the City's consent hereto is expressly conditioned upon such disclaimer.

LANDLORD:

CITY OF TORRANCE,  
A Municipal Corporation

By: \_\_\_\_\_  
MAYOR FRANK SCOTTO

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

JOHN L. FELLOWS III,  
CITY ATTORNEY

By: \_\_\_\_\_

Patrick Q. Sullivan,  
Assistant City Attorney

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public (SEAL)

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

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\_\_\_\_\_ (SEAL)

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

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Notary Public (SEAL)

STATE OF CALIFORNIA )  
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