

Council Meeting of
October 16, 2007

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

Members of the Council:

SUBJECT: City Manager – Authorize Execution of Second Amendment to Reciprocal Parking Easement Agreement (REPA) by and between RHP, LLC as Master Tenant of Rolling Hills Plaza Shopping Center and RHP, LLC as Master Tenant of the property formerly known as Auto Center

RECOMMENDATION

The City Manager recommends that the City Council authorize the Mayor to Execute and the City Clerk to Attest to the Second 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 Blvd., known as Rolling Hills Plaza Shopping Center and RHP, LLC as Master Tenant of the property 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.

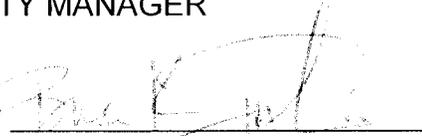
The Leasehold for the Auto Center was taken over by the same entity that owns the Leasehold for the Center. At that time, the Auto Center was demolished and office space was constructed. The Reciprocal Agreement is still needed as the parcels involved are under separate Leases.

The modifications to the Agreement are:

- Deletes Section 2 which calls for improvements specifically to the former use
- Adds change of use to the former Auto Center property with approval from RHP
- Deletes Paragraph I entitled "Construction" as this Section no longer applies
- Updates the Notice provision
- Extends the term of the REPA through July 31, 2012

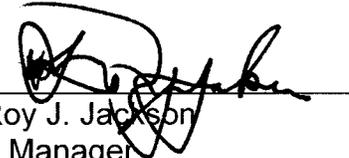
Respectfully submitted,

LeROY J. JACKSON
CITY MANAGER

By 

Brian K. Sunshine
Assistant to the City Manager

CONCUR:



LeRoy J. Jackson
City Manager

ATTACHMENTS: A) Second Amendment to REPA
B) First Amendment to REPA
C) REPA

Attachment A

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

AMENDMENT NO. 2 TO RECIPROCAL EASEMENT AND PARKING AGREEMENT

THIS AMENDMENT NO. 2 TO RECIPROCAL EASEMENT AND PARKING AGREEMENT is entered into by **ROLLING HILLS PLAZA LLC**, a California limited liability company ("RHPLLC" or "RHP"), as lessee of the Shopping Center and the Auto Center Property as defined in the REPA (which is defined below).

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, are parties to 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 (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. RHPLLC as owner of lessee's interest in both the Shopping Center and the Auto Center Property wishes to extend the term of the REPA and further amend the same as herein provided.

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

TERMS:

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

1. Paragraph 2 of the REPA is hereby deleted therefrom.
2. The phrase "and RHP approves such change in use" shall be added after the word "Property" on the third line of Paragraph 3 of the REPA.
3. Paragraph I (labeled "Construction") of the REPA is hereby deleted therefrom.
4. The addresses to which notices are to be sent pursuant to Paragraph VI of the REPA are deleted and the following shall be substituted therefor:

If to RHPLLC and/or Auto Center

Rolling Hills Plaza LLC
 c/o La Caze Development Company
 Attn: Norman R. La Caze
 2601 Airport Drive, Suite 300
 Torrance, California 90505

with a copy to:

Bristol Group, Inc.
 Attn: Jeffrey S. Kott
 400 Montgomery Street
 San Francisco, California 94104

5. The term of the REPA is hereby extended through and including July 31, 2012, 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.
6. Except as herein specifically amended, the REPA shall remain in full force and effect.
7. The provisions contained herein shall bind and inure to the benefit of the heirs and successors of RHPLLC, as lessee of the Shopping Center and Auto Center Property, as the case may be.
8. This Amendment 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.

THIS AMENDMENT has been entered into by the parties as of _____, 2007.

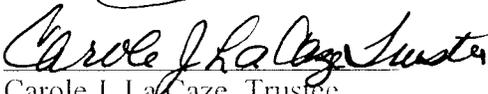
ROLLING HILLS PLAZA, LLC,
a California Limited Liability Company

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

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

By: LA CAZE PARTNERSHIP
a California limited partnership
General Partner

By: 
Norman R. La Caze, Trustee,
General Partner

By: 
Carole J. La Caze, Trustee,
General Partner

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

By: BRISTOL GROUP, INC.,
Its Manager

By: _____
Jeffrey S. Kott, Principal

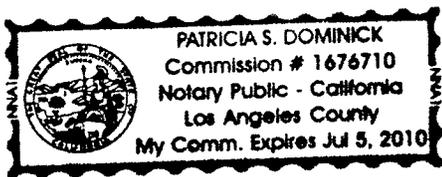
By: _____
Todd J. McLay, CFO

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On October 3, 2007, before me, Patricia S. Dominick, Notary Public, personally appeared Norman Laloz, 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 upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



(Seal)

Patricia S. Dominick
Signature of the Notary

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On October 3, 2007, before me, Patricia S. Dominick, Notary Public, personally appeared Carole Laloz, 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 upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



(Seal)

Patricia S. Dominick
Signature of the Notary

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2007, before me, _____, Notary Public, personally appeared _____, 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 upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of the Notary

(Seal)

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2007, before me, _____, Notary Public, personally appeared _____, 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 upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of the Notary

(Seal)

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 Amendment. By consenting to this Amendment, 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.

ATTEST:

CITY OF TORRANCE,
a municipal corporation

By: _____

Name: _____

Approved as to Form

Its: _____

CITY ATTORNEY

"CITY"

By: _____

Heather K. Whitham

Its: Deputy City Attorney

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On _____, 2007, before me, _____, Notary Public, personally appeared _____, 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 upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of the Notary

(Seal)

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On _____, 2007, before me, _____, Notary Public, personally appeared _____, 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 upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of the Notary

(Seal)

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On _____, 2007, before me, _____, Notary Public, personally appeared _____, 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 upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of the Notary

(Seal)

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On _____, 2007, before me, _____, Notary Public, personally appeared _____, 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 upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of the Notary

(Seal)

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

AMENDMENT NO. 1 TO RECIPROCAL EASEMENT AND PARKING AGREEMENT

THIS AMENDMENT NO. 1 TO RECIPROCAL EASEMENT AND PARKING AGREEMENT is entered into by and between ROLLING HILLS PLAZA LLC, a California limited liability company ("RHPLLC") and DANIEL F. SELLECK dba S & S Auto Center ("Auto Center").

R E C I T A L S :

A. Rolling Hills Plaza Venture 96, LLC, a California limited liability company ("RHP96"), predecessor in interest to RHPLLC, and Auto Center are parties to that certain Reciprocal Easement and Parking Agreement dated July 15, 1997 and recorded on July 29, 1997 as Instrument No. 97-1152729 ("REPA") which set forth certain reciprocal easement and parking rights by and between the RHPLLC property 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 RHPLLC property.

C. Landlord and Tenant desire by this Amendment to amend the REPA by correcting the legal description of the Auto Center property as hereinafter set forth.

T E R M S :

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

1. The legal description of the Auto Center property attached to the REPA as Exhibit "A-1", and a copy of which is attached hereto as Exhibit "A", is hereby deleted in its entirety and the legal description attached hereto as Exhibit "B" is hereby substituted in its place.

2. Except as herein specifically amended, the REPA shall remain in full force and effect.

3. The provisions contained herein shall bind and inure to the benefit of the heirs and successors of the parties hereto.

107-186

COPY
SEE ORIGINAL ON C97-18

4. This Amendment 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.

This Amendment has been entered into by the parties as of June 23, 1999.

"RHPLLC"

ROLLING HILLS PLAZA LLC,
a California limited liability company

BY: NORTHERN RHP, LLC,
a Delaware limited liability company

BY: ALLIED SIGNAL INC. MASTER PENSION TRUST,
Its Sole Member

BY: BRISTOL GROUP, INC.,
Its Investment Manager

By: J.D. [Signature]

Its: Principal

BY: ROLLING HILLS PLAZA VENTURE 96, LLC,
a California limited liability company

BY: ROLLING HILLS PLAZA SHOPPING CENTER,
a California limited partnership,
Managing Member

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

By: [Signature]

NORMAN R. LA CAZE, Trustee

By: [Signature]

CAROLE J. LA CAZE, Trustee

"AUTO CENTER"

[Signature]
DANIEL F. SELLECK
dba S & S Auto Center

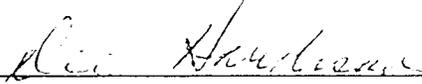
CONSENT OF CITY OF TORRANCE

The City of Torrance ("City") is the fee owner and the ground lessor of the RHPLLC property and the Auto Center property and, by execution hereof, hereby consents to this Agreement and subjects its fee simple interest in the RHPLLC property and Auto Center property to this Amendment. By consenting to this Amendment, 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.

ATTEST
SUE HERBERS
CITY CLERK



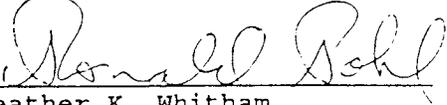
CITY OF TORRANCE, a municipal corporation

By: 

Name: Dee Hardison

Its: Mayor

APPROVED AS TO FORM
JOHN L. FELLOWS III
CITY ATTORNEY

By: 

Heather K. Whitham
Its: Deputy City Attorney

"City"

INDIVIDUAL ACKNOWLEDGMENT

State of CALIFORNIA }
County of LOS ANGELES } SS.

On this the 23 day of JULNE, 1997
Day Month Year

before me, JAY SCHARFMAN
Name of Notary Public

the undersigned Notary Public, personally appeared

LEE HARRISON AND SUE HARRISON
Name of Signer(s)

- personally known to me
- 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 that he/she/they executed it.

WITNESS my hand and official seal.

Jay Scharfman
Signature of Notary Public



OPTIONAL

Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1
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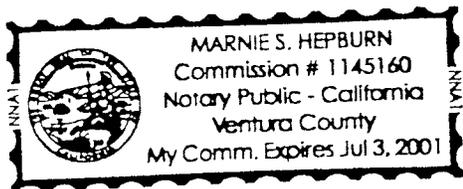
RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here

STATE OF California)
)
COUNTY OF Ventura)

On May 10, 1999 before me, Marnie S. Hepburn, Notary Public,
personally appeared Daniel F. Sellen,
✓ 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 upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]

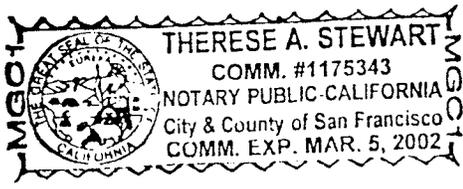


STATE OF California)
)
COUNTY OF San Francisco)

On May 25, 1999 before me, Therese A. Stewart,
personally appeared Jeffrey S. Kott,
✓ 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 upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Therese A. Stewart



STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On May 14, 1999 before me, Gretchen W. Goldsworthy Notary Public
personally appeared Carole J. La Caze,
X personally known to me - ~~OR~~ ~~xxxxxxx~~ ~~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.

WITNESS my hand and official seal.

Gretchen W. Goldsworthy



STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On May 14, 1999 before me, Gretchen W. Goldsworthy Notary Public
personally appeared Norman R. La Caze,
X 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 upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Gretchen W. Goldsworthy



EXHIBIT "A"Legal Description of Auto Center Property

DESCRIPTION: THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 1, OF TRACT 9765, IN THE CITY OF TORRANCE, AS SHOWN ON MAP RECORDED IN BOOK 170 PAGES 10 THROUGH 12 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF CRENSHAW BOULEVARD, 100 FEET WIDE, DESCRIBED AS PARCEL "A" UNDER PARCELS 8-40 AND 9-2, IN COMPLAINT IN CASE NO. 572730 OF THE SUPERIOR COURT OF SAID COUNTY; DISTANT NORTHEASTERLY THEREON NORTH 52 DEGREES 25' 41" EAST 693.53 FEET FROM THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED AS PARCEL "D" UNDER SAID PARCELS 8-40 AND 9-2, SAID POINT OF BEGINNING BEING ALSO THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED AS MODIFIED PARCEL "Y" IN THE 5TH AMENDMENT TO LEASE NO. 4 RECORDED MAY 3, 1962 AS INSTRUMENT NO. 5243, OFFICIAL RECORDS, THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF CRENSHAW BOULEVARD NORTH 52 DEGREES 25' 41" EAST, 625.97 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE OF CRENSHAW BOULEVARD, NORTH 52 DEGREES 25' 41" EAST, 134.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 700.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52 DEGREES 14' 21", AN ARC DISTANCE OF 638.22 FEET TO THE END THEREOF, SAID END BEING TANGENT WITH THE EASTERLY LINE OF SAID LOT 1 OF SAID TRACT NO. 9765; THENCE SOUTHERLY ALONG SAID EASTERLY LINE SOUTH 0 DEGREES 11' 20" WEST 654.39 FEET TO 118 INTERSECTION WITH A LINE WHICH IS PARALLEL WITH AND DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES 246.00 FEET FROM THE BEFORE MENTIONED SOUTHEASTERLY LINE OF CRENSHAW BOULEVARD, HAVING A BEARING OF NORTH 52 DEGREES 25' 41" EAST, THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE SOUTH 52 DEGREES 25' 41" WEST, 206.67 FEET TO A POINT ON A LINE WHICH BEARS SOUTH 37 DEGREES 34' 19" EAST, AND PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE ALONG SAID LINE NORTH 37 DEGREES 34' 19" WEST 246.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 1, OF TRACT NO. 9765, IN THE CITY OF TORRANCE, AS SHOWN ON MAP RECORDED IN BOOK 170 PAGES 10, 11 AND 12 OF MAPS, RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF CRENSHAW BOULEVARD, 100 FEET WIDE, DESCRIBED AS PARCEL "A" UNDER PARCELS 8-40 AND 9-2, IN COMPLAINT IN CASE NO. 572730 OF THE SUPERIOR COURT OF SAID COUNTY, DISTANT NORTHEASTERLY THEREON NORTH 50

DEGREES 25' 41" EAST, A DISTANCE OF 693.55 FEET FROM THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED AS PARCEL "D" UNDER SAID PARCELS 8-40 AND 9-2, SAID POINT OF BEGINNING BEING ALSO THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED AS MODIFIED PARCEL "Y" IN THE 5TH AMENDMENT TO LEASE NO. 4 RECORDED MAY 3, 1962 AS INSTRUMENT NO. 5243, THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF CRENSHAW BOULEVARD NORTH 52 DEGREES 25' 41" EAST, A DISTANCE OF 759.97 FEET TO A POINT OF TANGENCY WITH A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 700 FEET, THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19 DEGREES 24' 10", AN ARC DISTANCE OF 237.08 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32 DEGREES 50' 11" AN ARC DISTANCE OF 401.14 FEET TO A POINT OF TANGENCY WITH THE EASTERLY LINE OF SAID LOT 1 OF TRACT 9765; THENCE SOUTH 0 DEGREES 11' 20" WEST A DISTANCE OF 590 FEET TO A POINT OF INTERSECTION WITH A LINE BEARING SOUTH 25 DEGREES 28' 40" EAST, THENCE NORTHEASTERLY ALONG SAID LINE 195 FEET TO A POINT OF INTERSECTION WITH A LINE HAVING A BEARING NORTH 37 DEGREES 34' 19" WEST, THENCE NORTHWESTERLY ALONG SAID LINE 43 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ALL URANIUM, THEROUGH AND ALL OTHER MATERIALS DETERMINED PURSUANT TO SECTION 5 (B) (1) OF THE ATOMIC ENERGY ACT OF 1946 (60 STAT. 761) TO BE REGULARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIAL, CONTAINED IN WHATEVER CONCENTRATION IN DEPOSITS IN SAID LANDS TOGETHER WITH THE RIGHT AT ANY TIME TO ENTER UPON SAID LAND AND PROSPECT FOR, MINE AND REMOVE THE SAME AS RESERVED IN THE DEED FROM THE UNITED STATES OF AMERICA RECORDED ON MAY 13, 1943 IN BOOK 27145 PAGE 362, OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL MINERALS, OTHER THAN THOSE ABOVE MENTIONED AND ALL PETROLEUM IN SAID LAND, TOGETHER WITH THE EXCLUSIVE RIGHT AT ANY AND ALL TIME TO ENTER UPON THE LANDS PROSPECT FOR MINE FOR AND REMOVE SUCH MINERALS OR PETROLEUM, WITH ALL NECESSARY AND CONVENIENT MEANS OF WORKING AND TRANSPORTING MATERIALS AND SUPPLIES, AS RESERVED IN THE ABOVE MENTIONED DEED.

ALL RIGHTS OF ENTRY UPON THE SURFACE OF SAID LAND TO PROSPECT FOR, MINE OR REMOVE MINERALS OR PETROLEUM FROM SAID LAND, OR IN ANYWISE MAKE USE OF THE SURFACE OF SAID LAND FOR WORKING REMOVING OR TRANSPORTATION OF MATERIALS AND SUPPLIES IN CONNECTION WITH SUCH MINING OPERATIONS, AS RESERVED IN THE ABOVE MENTIONED DEED, WERE QUITCLAIMED BY THE UNITED STATES OF AMERICA ACTING BY AND THROUGH THE ADMINISTRATION OF GENERAL SERVICES, TO THE CITY OF TORRANCE, A MUNICIPAL CORPORATION, BY DEED RECORDED AUGUST 29, 1955 AS INSTRUMENT NO. 3042 IN BOOK 48802 PAGE 55, OFFICIAL RECORDS.

ALL RIGHT, TITLE AND INTEREST IN AND TO ALL MINERALS AND PETROLEUM IN, OR UNDER SAID LAND TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, TOGETHER WITH THE RIGHT TO ENTER UPON SAID PROPERTY TO PROSPECT FOR, MINE FOR, OR REMOVE SUCH MINERALS AND PETROLEUM, AND TOGETHER WITH THE RIGHT TO DRILL FROM LANDS ON THE TORRANCE MUNICIPAL AIRPORT, OR FROM ADJACENT PREMISES, INTO AND THROUGH THE SUBSURFACE TO A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID PROPERTY, WERE QUITCLAIMED BY UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE ADMINISTRATOR OF GENERAL SERVICES, TO CITY OF TORRANCE, A MUNICIPAL CORPORATION, BY QUITCLAIM DEED RECORDED MAY 31, 1961 AS INSTRUMENT NO. 2843, OFFICIAL RECORDS.

LEGAL DESCRIPTIONJURAN PARCEL

That portion of Parcel 63 of Official Map No. 2, in the City of Torrance, County of Los Angeles, State of California, as shown on map filed in Book 5, Pages 44 through 51, inclusive, of Official Maps, Records of said County, more particularly described as follows:

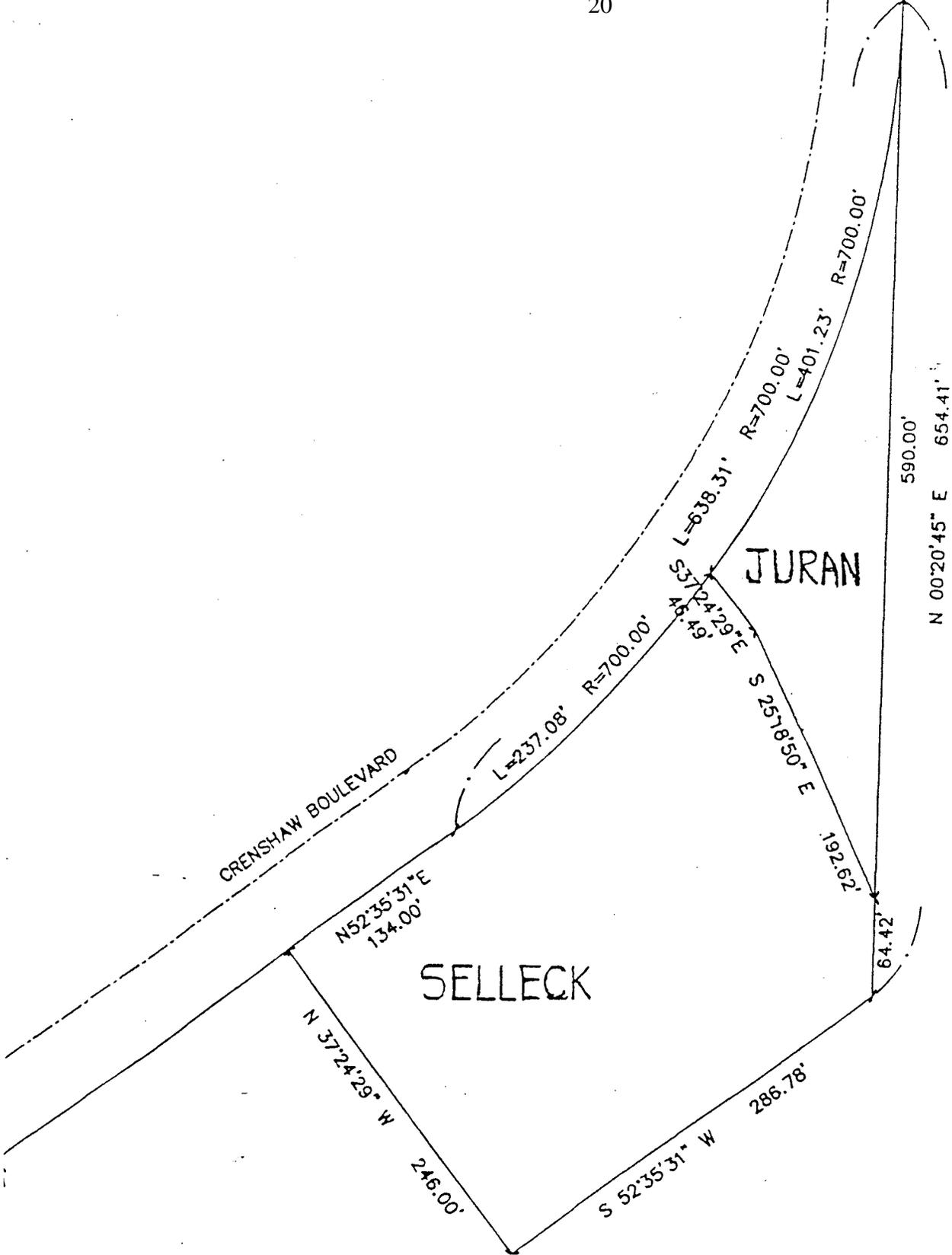
Beginning at the most northerly point of said Parcel 63 with said point also being on the easterly line of Crenshaw Boulevard; thence southerly along said easterly line through an arc having a radius of 700 feet, an arc length of 401.23 feet and a central angle of $32^{\circ} 50'28''$; thence south $37^{\circ} 24'29''$ east 46.49 feet; thence south $25^{\circ} 18'50''$ east 192.62 feet to the easterly line of said Parcel 63; thence northerly along said easterly line 590.00 feet to the point of beginning.

SELLECK PARCEL

Parcel 63 of Official Map No. 2, in the City of Torrance, County of Los Angeles, State of California, as shown on map filed in Book 5, Pages 44 through 51, inclusive, of Official maps, records of said County; except therefrom the following described portion:

Beginning at the most northerly point of said Parcel 63 with said point also being on the easterly line of Crenshaw Boulevard; thence southerly along said easterly line through an arc having a radius of 700 feet, an arc length of 401.23 feet and a central angle of $32^{\circ} 50'28''$; thence south $37^{\circ} 24'29''$ east 46.49 feet; thence south $25^{\circ} 18'50''$ east 192.62 feet to the easterly line of said Parcel 63; thence northerly along said easterly line 590.00 feet to the point of beginning.

BHB/cks360



RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

21

Attachment C

LA CAZE DEVELOPMENT COMPANY
Attn: Mr. Norman J. La Caze
2601 Airport Drive, Suite 300
Torrance, CA 90505

SPACE ABOVE FOR RECORDING PURPOSES ONLY

RECIPROCAL EASEMENT AND PARKING AGREEMENT

THIS RECIPROCAL EASEMENT AND PARKING AGREEMENT is made as of this ^{15th} day of July, 1997 by and between ROLLING HILLS PLAZA VENTURE 96, LLC, a California limited liability company ("RHP") and DANIEL F. SELLECK dba S & S AUTO CENTER ("Auto Center"). This instrument is, for convenience, hereinafter referred to as an "Agreement".

R E C I T A L S :

- A. RHP is the 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, of certain real property in the City of Torrance, County of Los Angeles, State of California, legally described in Exhibit "A", attached hereto and incorporated herein by reference (the "RHP Property").
- B. Auto Center is the ground lessee under that certain Lease No. 5 with the City of Torrance dated February 1, 1964, as amended of certain adjacent real property in the City of Torrance, County of Los Angeles, State of California, legally described in Exhibit "A-1" attached hereto and incorporated herein by reference (the "Auto Center Property").
- C. The RHP Property (sometimes referred to herein as "Shopping Center") is improved, and is currently operated by RHP as a retail and mixed use shopping center as depicted on Exhibit "B".
- D. The Auto Center Property is currently operated by Auto Center as an automobile service center, as depicted on Exhibit "B", and is herein referred to as "Auto Center".
- E. The RHP Property and the Auto Center Property shall sometimes be referred to herein collectively as the "Properties" or "Property".
- F. RHP and Auto Center desire to grant to each other certain easement rights for vehicular and pedestrian ingress and egress and for parking (hereinafter collectively referred to as "Easements") for the mutual benefit of each Property. Such Easements are intended to run with the land and to inure to and pass with said land and to apply to and bind the respective successors in interest thereof, and all and each thereof is imposed upon said land as a mutual and reciprocal equitable servitude in favor of said Property and any portion thereof.
- G. RHP desires access to the Auto Center Property on Friday, Saturday and Sunday evenings after 6:00 p.m., for the purpose of valet parking

C-053

Original

on Friday and Saturday evenings and general parking on Friday, Saturday and Sunday evenings for portions of the Shopping Center;

H. Auto Center agrees to the use of the Auto Center Property for such parking.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements hereinafter set forth and in furtherance of the understanding of the parties hereto, it is agreed as follows:

1. Auto Center agrees that each Friday, Saturday and Sunday evening from and after 6:00 p.m. (the expected closing time for business of the Auto Center Property), the cars parked in the area marked "Valet Area" shall be relocated to the westerly boundary of the Auto Center Property. Auto Center shall use commercially reasonable efforts to cause its tenants, their employees and patrons to relocate any cars from such "Valet Area" to the westerly boundary of the Auto Center Property.

Auto Center also agrees that it shall not cause or permit any of the following:

(i) the parking of automobiles on the RHP Property, except for limited, temporary purposes as may be specifically permitted in this Agreement;

(ii) any automobile or other vehicles, equipment or property to be parked, placed, maintained or left on the RHP Property or any portion thereof; and

(iii) any mechanical or other repair or maintenance work or auto body work to be performed on any portion of the RHP Property.

2. In consideration for Auto Center's agreement to permit the parking on the Auto Center Property, RHP agrees to:

(i) paint the two (2) buildings located on the Auto Center Property in the same colors that the buildings located on the RHP Property are being painted;

(ii) slurry and stripe the parking lot asphalt surfaces on the Auto Center Property;

(iii) install new landscaping between the Properties;

(iv) remove the fence separating the two (2) Properties;

(v) construct the two (2) driveway accesses on the Auto Center Property, as in the locations marked "Driveway" on Exhibit "B".

The foregoing work shall be done at no cost or expense to Auto Center.

3. In addition, in further consideration for the agreements herein to Auto Center, RHP agrees that in the event Auto Center changes the use of the Auto Center Property, and provided Auto Center has the then required parking on the Auto Center Property for such change of use, Auto Center may use the RHP Property for overflow parking.

I. CONSTRUCTION.

1. RHP shall coordinate all construction work to be performed on the Auto Center Property with Auto Center to assure Auto Center that such installation is performed during such hours and at such times and in such manner

so as to minimize any interruption or inconvenience to the business conducted on the Auto Center Property;

2. Such work, once commenced, shall be accomplished expeditiously and diligently;

3. RHP shall at its sole cost and expense repair any and all damage caused by such work and shall restore the portion of both Properties upon which such work is performed to the condition existing immediately prior to beginning such work;

4. RHP shall indemnify and hold Auto Center harmless from all costs, damage, loss, liability and claims whatsoever arising in connection with such work.

II. EASEMENTS.

RHP and Auto Center do hereby establish, for the benefit and for the use of their respective successors, assigns, heirs, executors, administrators, tenants, subtenants, employees, agents, customers and invitees, and in common with others entitled to use the same, reciprocal non-exclusive easements for ingress and egress by vehicular and pedestrian traffic between the Properties, and between the Properties and the adjoining streets, and the right of vehicular parking upon, over and across that portion of the common area within each Property, designated as parking areas, and for access to driveways and service areas, as the same may from time to time be established within the Property for the limited purposes specifically set forth herein.

No barrier or obstruction on or about any common area shall be maintained in such manner as would make reasonable ingress and egress to and from the Properties difficult or impossible.

III. VALET AREA MAINTENANCE.

During such times as RHP is using the Valet Area, RHP shall maintain or cause to be maintained the Valet Area in good and clean condition and repair, said maintenance to include without limitation the provision of sweeping and litter removal, and landscaping, resurfacing, striping, repairs to and replacing of asphalt paving as necessary in the mutual agreement of RHP and Auto Center so as to maintain a smooth and level surface and uniform striping of said parking area.

IV. INSURANCE.

1. At all times during the term of this Agreement, RHP and Auto Center shall each maintain comprehensive general liability insurance; for the mutual and common benefit of, and which shall name as additional insured as their interests may appear, each other, with limits of liability of not less than One Million Dollars (\$1,000,000.00) insuring the operation, possession, repair, maintenance or use of the Valet Area. Each policy shall provide not less than thirty (30) days advance written notice to the other owner and additional insured parties of the effective date of cancellation thereof. Any such insurance policies shall be primary and non-contributing with any other insurance which may be carried by Auto Center or RHP.

2. RHP, as to the RHP Property and Auto Center, as to the Auto Center Property, do hereby agree to indemnify, defend and hold each other harmless from and against all claims and all costs, damages and expenses and liabilities (including reasonable attorneys' fees) incurred in connection with all claims, including any action or proceedings brought thereon, arising from or as a result of the death of or any accident, injury, loss or other damage to any natural person or the property of any person, occurring in or on its respective Property.

V. MISCELLANEOUS PROVISIONS.

1. In the event that suit is brought for the enforcement or interpretation of this Agreement or as the result of any alleged breach, the prevailing party or parties shall be entitled to be paid court costs, including reasonable attorneys' fees, by the losing party or parties and any judgment or decree rendered shall include an award of attorneys' fees.
2. The captions heading the various sections of this Agreement are for convenience and identification only, and shall not be deemed to limit or define the contents of their respective sections.
3. This Agreement and the application or interpretation thereof shall be governed exclusively by its terms and by the laws of the State of California.
4. RHP and Auto Center agree to execute such other and further documents and instruments reasonably requested by the other party to more clearly evidence and carry out the provisions of this Agreement.
5. Nothing contained in this Agreement shall be deemed or construed, either by RHP and Auto Center or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between RHP and Auto Center.
6. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever; it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.
7. Time is of the essence of this Agreement.

VI. NOTICES.

All notices, consents, requests, demands, approvals, waivers and other communications desired or required to be given hereunder (referred to collectively as "notices") shall be in writing and signed by the party so giving the notice, and shall be effective when personally delivered or seventy-two (72) hours after deposit in the United States mail, as certified or registered mail, return receipt requested, first-class postage and fees prepaid, or overnight courier with return receipt, addressed as follows:

If to RHP:

Rolling Hills Plaza Venture 96, LLC
c/o La Caze Development Company
2601 Airport Drive, Suite 300
Torrance, CA 90505

If to Auto Center:

S & S Auto Center
c/o Selleck Development Corp.
2660 Townsgate Road #250
Westlake Village, CA 91361

Anyone entitled to receive notice hereunder may, from time to time, change his or its address for receiving notices by giving written notice thereof in the manner outlined above.

VII. TERM AND TERMINATION.

- A. Except as otherwise provided, each easement hereinabove set forth, shall run with the land and be binding upon the parties for a period of ten (10) years from the recording date hereof.

Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall automatically terminate immediately upon the termination of either the RHP Lease or the Auto Center Lease, by expiration of the Lease Term or for any other reason.

B. This Agreement shall be recorded in the Official Records, Los Angeles County.

C. This Agreement may only be amended or terminated by the written agreement of RHP, Auto Center and the City of Torrance. Any document amending this Agreement shall be duly acknowledged and recorded in the office of the County Recorder of Los Angeles County.

D. The Easements set forth herein are intended to run with the land and to inure to and pass with said land and to apply to and bind the respective successors in interest thereof, and all and each thereof is imposed upon said land as a mutual and reciprocal equitable servitude in favor of said Property and any portion thereof.

IN WITNESS WHEREOF, this Agreement is executed by the parties as of the day and year first above written.

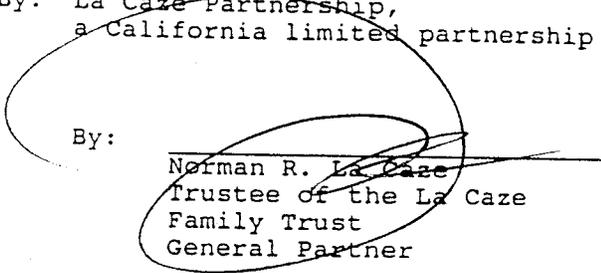
"RHP"

ROLLING HILLS PLAZA VENTURE 96, LLC,
a California limited partnership

BY: Rolling Hills Plaza Shopping Center
a California limited partnership

By: ~~La Caze Partnership,~~
~~a California limited partnership~~

By:


Norman R. La Caze
Trustee of the La Caze
Family Trust
General Partner

"AUTO CENTER"

S & S AUTO CENTER,
a California limited partnership

By:


Daniel F. Selleck

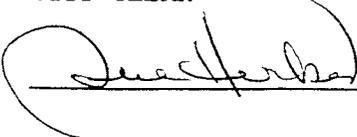
Its: _____

CONSENT OF CITY OF TORRANCE

The City of Torrance ("City") is the fee owner and the ground lessor of the RHP Property and the Auto Center Property and, by execution hereof, hereby consents to this Agreement and subjects its fee simple interest in the RHP Property 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.

ATTEST
SUE HERBERS
CITY CLERK

CITY OF TORRANCE, a municipal corporation



By: Dee Hudson

Name: DEE HARDISON

Its: MAYOR

APPROVED AS TO FORM
JOHN L. FELLOWS III
CITY ATTORNEY

"City"

By: Heather K. Whithan
Heather K. Whithan

Its: ~~Assistant~~ City Attorney
Deputy

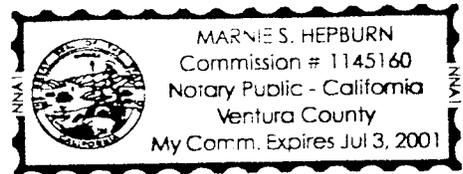
STATE OF CALIFORNIA)
)SS
COUNTY OF VENTURA)

On this 23rd day of JULY, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared DANIEL F. SELLECK 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 capacit(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.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]

Seal:



STATE OF _____)
)SS
COUNTY OF _____)

On this ___ day of _____, 199 , 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(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 capacit(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.

WITNESS my hand and official seal.

Signature: _____

Seal:

EXHIBIT "A"Legal Description of Shopping Center

PARCEL 1

Rolling Hills Tract 1

That portion of Lot 1, Tract No. 9765, in the City of Torrance, County of Los Angeles, State of California, as per map recorded in Book 170, Pages 10, 11 and 12 of Maps, in the office of the County Recorder of said County, more particularly described as follows:

Beginning at a point in the Northerly line of Pacific Coast Highway, 100.00 feet wide, as described in the deed to the State of California, recorded in Book 12743, Page 23 of Official Records in the office of the County Recorder of said County, said point being the most southerly corner of the land described as Parcel "D" under Parcels 8-40, 9-2, in complaint in case no. 572730 of the Superior Court of said County, said point being the True Point of Beginning; thence along said Northerly line South $48^{\circ}45'20''$ East 210.00 feet; thence North $41^{\circ}16'40''$ East 209.00 feet; thence North $48^{\circ}45'20''$ West 188.68 feet to the Southeasterly line of Crenshaw Boulevard 100.00 feet wide, said strip of land described as Parcel "A" under said Parcels 8-40, 9-2 in complaint in Case No. 572730 of the Superior Court of said County; thence along said Southeasterly line South $52^{\circ}25'41''$ West 193.04 feet; thence South $01^{\circ}50'10''$ West 25.39 feet to the True Point of Beginning. Contains 1.00+/- Acres.

Excepting therefrom that portion along Pacific Coast Highway and adjacent thereto to Parcel 1 more particularly described as follows:

That portion of Lot 1, Tract No. 9765, in the City of Torrance, County of Los Angeles, State of California, as per map filed in Book 170, Pages 10 to 12 inclusive, of Maps, in the Office of the County Recorder of said County, being described as follows:

Beginning at a point in the Northeasterly line of Pacific Coast Highway, 100.00 feet wide, as described in deed to the State of California, recorded in Book 12743, Page 23 of Official Records, in the office of the County Recorder of said County, said point being the most southerly corner of the land described as parcel "D" under parcels 8-40, 9-2, in complaint in Case No. 572730 of the Superior Court of said County; thence along said Northeasterly line, South $48^{\circ}45'20''$ East, 470.93 feet; thence North $45^{\circ}36'26''$ West, 59.01 feet to a point of tangency with a curve concave Southwesterly and having a radius of 1828.00 feet; thence Northwesterly along said curve, through a central angle of $3^{\circ}08'54''$, an arc distance of 100.45 feet to a point of tangency with a line bearing South $48^{\circ}45'20''$ East; thence North $48^{\circ}45'20''$ West, 300.00 feet to a point of tangency with a curve concave Easterly and having a radius of 25.00 feet; thence Northwesterly, Northerly and Northeasterly along said curve, through a central angle of $101^{\circ}11'01''$, an arc distance of 44.15 feet to a point of tangency with a line bearing North $52^{\circ}25'41''$ East, said line being the Southeasterly line of that parcel of land described as Parcel "A" under said Parcels 8-40, 9-2, said line being now recognized and accepted as the Southeasterly line of Crenshaw Boulevard (100.00 feet wide); thence South $52^{\circ}25'41''$ West, along said Southeasterly line, a distance of 16.53 feet; thence South $1^{\circ}50'10''$ West, 25.39 feet to the point of beginning, containing therein 0.059+/- Acres.

PARCEL 2

That portion of Lot 1, Tract No. 9765, in the City of Torrance, County of Los Angeles, State of California, as per map recorded in Book 170, Pages 10, 11 and 12 of Maps, in the office of the County Recorder of said County, more particularly described as follows:

Beginning at a point in the northerly line of Pacific Coast Highway, 100.00 feet wide, as described in the deed to the State of California, recorded in Book 12743, Page 23 of Official Records in the office of the County Recorder of said County, said point being the most southerly corner of the land described as Parcel "D" under Parcels 8-40, 9-2, in complaint in case no. 572730 of the Superior Court of said County; thence along said northerly line South $48^{\circ}45'20''$ East 545.00 feet to the True Point of Beginning; thence North $41^{\circ}14'40''$ East 700.00 feet; thence North $48^{\circ}45'20''$ West 125.00 feet; thence South $41^{\circ}14'40''$ West 74.00 feet; thence North $48^{\circ}45'20''$ West 263.58 feet; thence South $52^{\circ}25'41''$ West-138.64 feet; thence South $48^{\circ}45'20''$ East 85.69 feet; thence South $41^{\circ}16'35''$ West 90.44 feet; thence North $48^{\circ}45'20''$ West 156.18 feet to a point in the southeasterly line of Crenshaw Boulevard, 100.00 feet wide, said strip of land described as Parcel "A" under said Parcels 8-40, 9-2, in complaint in Case No. 572730 of the Superior Court of said County; thence along said southeasterly line North $52^{\circ}25'41''$ East 932.23 feet; thence south $37^{\circ}34'19''$ East 246.00 feet; thence North $52^{\circ}25'41''$ East 286.66 feet to a point in the easterly line of said Lot 1; thence along said easterly line South $00^{\circ}11'20''$ West 1671.69 feet to the northerly line of Pacific Coast Highway; thence along said northerly line North $89^{\circ}48'35''$ West 26.53 feet to the beginning of a tangent curve concave northerly; thence westerly along said curve, having a radius of 1096.28 feet, through a central angle of $41^{\circ}03'15''$, a length of 785.52 feet; thence North $48^{\circ}45'20''$ West 348.67 feet to the True Point of Beginning. Contains 27.50+/- Acres.

Rolling Hills Tract 2

The surface rights only to the certain land situated in the City of Torrance, County of Los Angeles, State of California, described as follows to-wit:

That portion of the twenty (20) foot wide strip of land described in the Deed to the Hurvale Company, dated November 13, 1967, and recorded November 28, 1967, in Book D3842, at Page 453, Official Records of said County, and more particularly described as follows:

That certain portion of said twenty (20) foot wide strip of land 1687+ feet in length, situated easterly of Crenshaw Boulevard, northerly of Pacific Coast Highway and westerly adjacent to the boundary line of the City of Lomita and to that area shaded in grey, as shown on a drawing marked Exhibit "A", page 4, attached hereto and made a part hereof.

Sublease TractLEGAL DESCRIPTION

The land referred to in this Description is situated in the City of Torrance, County of Los Angeles, State of California, described as follows:

That portion of Lot 1 of Tract 9765, in the City of Torrance, as per map recorded in book 170 pages 10 to 12 inclusive of Maps, in the office of the County Recorder of said County, ascribed as follows:

Commencing at the centerline intersection of Pacific Coast Highway and Crenshaw Boulevard; thence, South $46^{\circ}45'20''$ East 442.78 feet along said centerline of Pacific Coast Highway to a point; thence, North $41^{\circ}22'25''$ East 105.81 feet to a point; said point being the TRUE POINT OF BEGINNING; thence, continuing North $41^{\circ}22'25''$ East 99.03 feet; thence, South $48^{\circ}37'35''$ East 99.00 feet; thence, South $41^{\circ}22'25''$ West 99.00 feet; thence, North $48^{\circ}37'35''$ West 99.00 feet to the TRUE POINT OF BEGINNING.

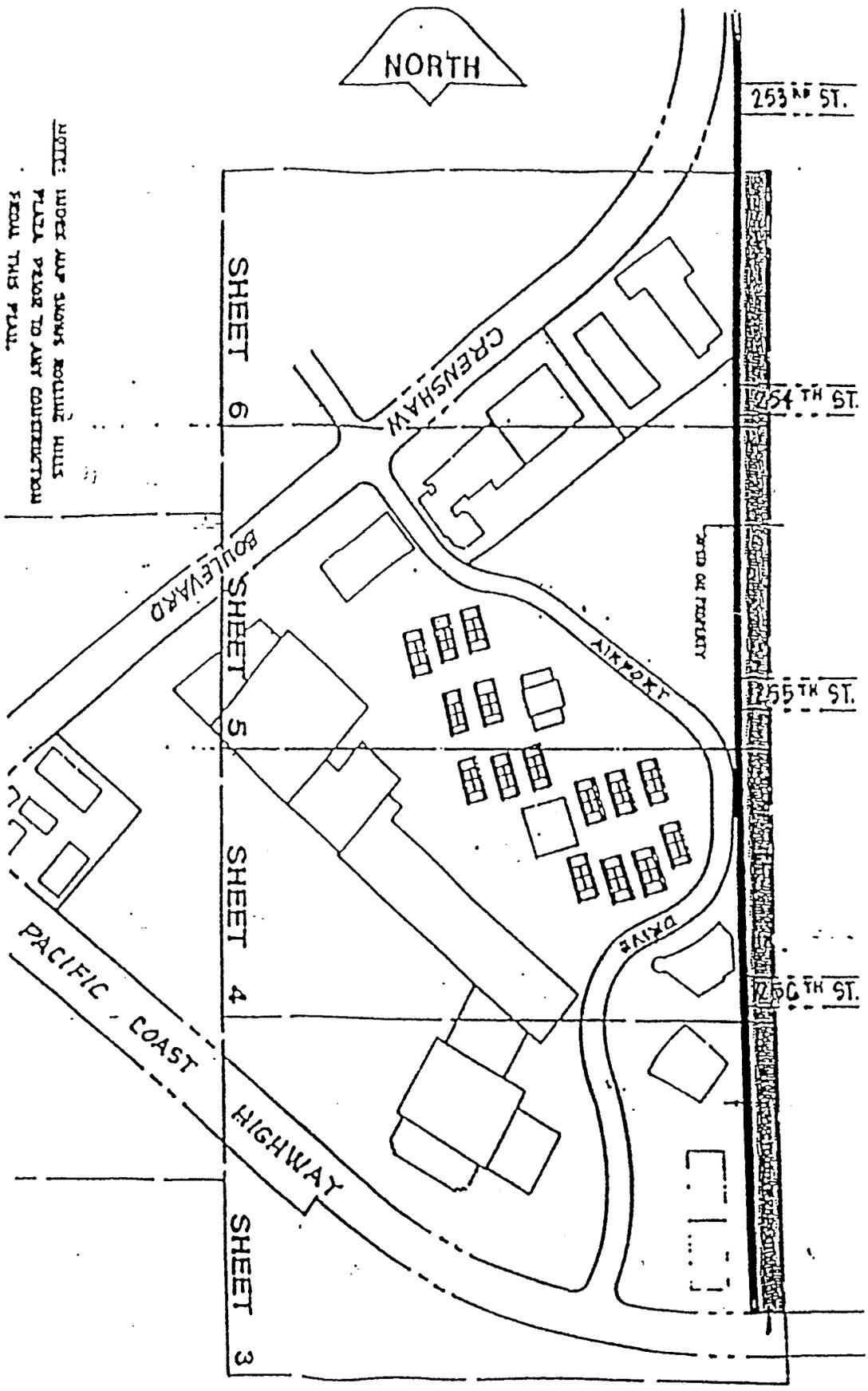
LEGAL DESCRIPTION

(Schwartz Tract)

An exclusive easement, right and privilege of parking and for ingress and egress over and appurtenant to that portion of Lot 1, Tract No. 9765, in the City of Torrance, County of Los Angeles, State of California, as per Map recorded in Book 170, Pages 10-12 of Maps, in the Office of the County Recorder of said County, as set out and delineated in that certain Document No. 4367, recorded July 22, 1959, Official Records of said County, entitled "Parking Lot Agreement and Grant of Easements and Parking Rights", and as amended by documents recorded July 25, 1961 as Instrument No. 4263; and as amended by documents recorded January 9, 1962 as Instrument No. 4822; and as amended by documents recorded May 3, 1962 as Instrument No. 5244, and by Documents No. 85-728683, recorded June 24, 1985, all of Official Records of said County.



NOTE: UNDER ANY STAKES ROUTE HILLS
PLAZA PRIOR TO ANY CONSTRUCTION
SCOUT THIS PLAZA.



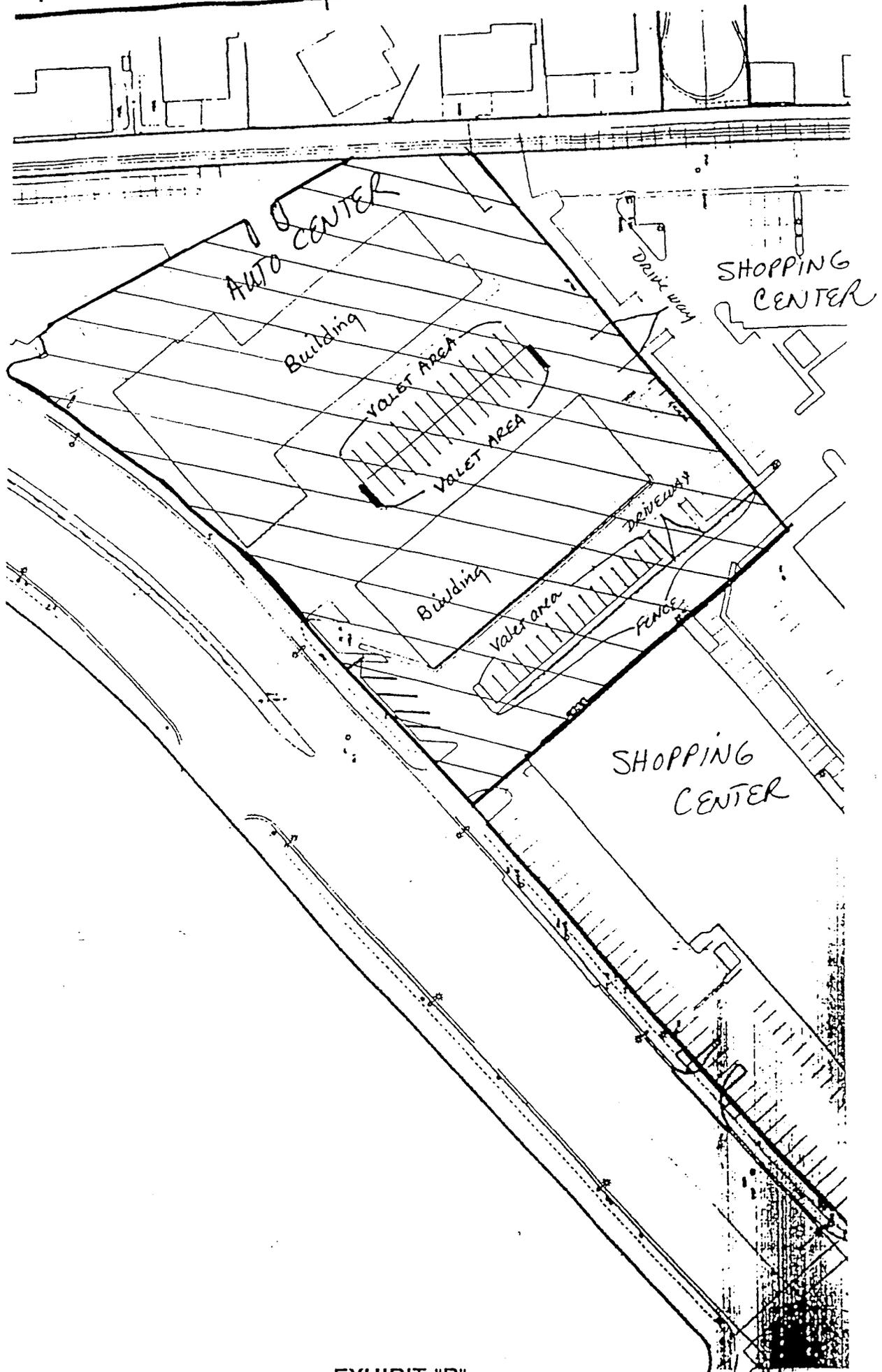


EXHIBIT "B"

Legal Description of Auto Center
 SCHEDULE A (CONTINUED)

DESCRIPTION: THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 1, OF TRACT 9765, IN THE CITY OF TORRANCE, AS SHOWN ON MAP RECORDED IN BOOK 170 PAGES 10 THROUGH 12 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF CRENSHAW BOULEVARD, 100 FEET WIDE, DESCRIBED AS PARCEL "A" UNDER PARCELS 8-40 AND 9-2, IN COMPLAINT IN CASE NO. 572730 OF THE SUPERIOR COURT OF SAID COUNTY; DISTANT NORTHEASTERLY THEREON NORTH 52 DEGREES 25' 41" EAST 693.53 FEET FROM THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED AS PARCEL "D" UNDER SAID PARCELS 8-40 AND 9-2, SAID POINT OF BEGINNING BEING ALSO THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED AS MODIFIED PARCEL "Y" IN THE 5TH AMENDMENT TO LEASE NO. 4 RECORDED MAY 3, 1962 AS INSTRUMENT NO. 5243, OFFICIAL RECORDS, THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF CRENSHAW BOULEVARD NORTH 52 DEGREES 25' 41" EAST, 625.97 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE OF CRENSHAW BOULEVARD, NORTH 52 DEGREES 25' 41" EAST, 134.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 700.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52 DEGREES 14' 21", AN ARC DISTANCE OF 638.22 FEET TO THE END THEREOF, SAID END BEING TANGENT WITH THE EASTERLY LINE OF SAID LOT 1 OF SAID TRACT NO. 9765; THENCE SOUTHERLY ALONG SAID EASTERLY LINE SOUTH 0 DEGREES 11' 20" WEST 654.39 FEET TO 118 INTERSECTION WITH A LINE WHICH IS PARALLEL WITH AND DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES 246.00 FEET FROM THE BEFORE MENTIONED SOUTHEASTERLY LINE OF CRENSHAW BOULEVARD, HAVING A BEARING OF NORTH 52 DEGREES 25' 41" EAST, THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE SOUTH 52 DEGREES 25' 41" WEST, 206.67 FEET TO A POINT ON A LINE WHICH BEARS SOUTH 37 DEGREES 34' 19" EAST, AND PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE ALONG SAID LINE NORTH 37 DEGREES 34' 19" WEST 246.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 1, OF TRACT NO. 9765, IN THE CITY OF TORRANCE, AS SHOWN ON MAP RECORDED IN BOOK 170 PAGES 10, 11 AND 12 OF MAPS, RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF CRENSHAW BOULEVARD, 100 FEET WIDE, DESCRIBED AS PARCEL "A" UNDER PARCELS 8-40 AND 9-2, IN COMPLAINT IN CASE NO. 572730 OF THE SUPERIOR COURT OF SAID COUNTY, DISTANT NORTHEASTERLY THEREON NORTH 50

DEGREES 25' 41" EAST, A DISTANCE OF 693.55 FEET FROM THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED AS PARCEL "D" UNDER SAID PARCELS 8-40 AND 9-2, SAID POINT OF BEGINNING BEING ALSO THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED AS MODIFIED PARCEL "Y" IN THE 5TH AMENDMENT TO LEASE NO. 4 RECORDED MAY 3, 1962 AS INSTRUMENT NO. 5243, THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF CRENSHAW BOULEVARD NORTH 52 DEGREES 25' 41" EAST, A DISTANCE OF 759.97 FEET TO A POINT OF TANGENCY WITH A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 700 FEET, THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19 DEGREES 24' 10", AN ARC DISTANCE OF 237.08 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32 DEGREES 50' 11" AN ARC DISTANCE OF 401.14 FEET TO A POINT OF TANGENCY WITH THE EASTERLY LINE OF SAID LOT 1 OF TRACT 9765; THENCE SOUTH 0 DEGREES 11' 20" WEST A DISTANCE OF 590 FEET TO A POINT OF INTERSECTION WITH A LINE BEARING SOUTH 25 DEGREES 28' 40" EAST, THENCE NORTHEASTERLY ALONG SAID LINE 195 FEET TO A POINT OF INTERSECTION WITH A LINE HAVING A BEARING NORTH 37 DEGREES 34' 19" WEST, THENCE NORTHWESTERLY ALONG SAID LINE 43 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ALL URANIUM, THROUGH AND ALL OTHER MATERIALS DETERMINED PURSUANT TO SECTION 5 (B) (1) OF THE ATOMIC ENERGY ACT OF 1946 (60 STAT. 761) TO BE REGULARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIAL, CONTAINED IN WHATEVER CONCENTRATION IN DEPOSITS IN SAID LANDS TOGETHER WITH THE RIGHT AT ANY TIME TO ENTER UPON SAID LAND AND PROSPECT FOR, MINE AND REMOVE THE SAME AS RESERVED IN THE DEED FROM THE UNITED STATES OF AMERICA RECORDED ON MAY 13, 1943 IN BOOK 27145 PAGE 362, OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL MINERALS, OTHER THAN THOSE ABOVE MENTIONED AND ALL PETROLEUM IN SAID LAND, TOGETHER WITH THE EXCLUSIVE RIGHT AT ANY AND ALL TIME TO ENTER UPON THE LANDS PROSPECT FOR MINE FOR AND REMOVE SUCH MINERALS OR PETROLEUM, WITH ALL NECESSARY AND CONVENIENT MEANS OF WORKING AND TRANSPORTING MATERIALS AND SUPPLIES, AS RESERVED IN THE ABOVE MENTIONED DEED.

ALL RIGHTS OF ENTRY UPON THE SURFACE OF SAID LAND TO PROSPECT FOR, MINE OR REMOVE MINERALS OR PETROLEUM FROM SAID LAND, OR IN ANYWISE MAKE USE OF THE SURFACE OF SAID LAND FOR WORKING REMOVING OR TRANSPORTATION OF MATERIALS AND SUPPLIES IN CONNECTION WITH SUCH MINING OPERATIONS, AS RESERVED IN THE ABOVE MENTIONED DEED, WERE QUITCLAIMED BY THE UNITED STATES OF AMERICA ACTING BY AND THROUGH THE ADMINISTRATION OF GENERAL SERVICES, TO THE CITY OF TORRANCE, A MUNICIPAL CORPORATION, BY DEED RECORDED AUGUST 29, 1955 AS INSTRUMENT NO. 3042 IN BOOK 48802 PAGE 55, OFFICIAL RECORDS.

ALL RIGHT, TITLE AND INTEREST IN AND TO ALL MINERALS AND

PETROLEUM IN, OR UNDER SAID LAND TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, TOGETHER WITH THE RIGHT TO ENTER UPON SAID PROPERTY TO PROSPECT FOR, MINE FOR, OR REMOVE SUCH MINERALS AND PETROLEUM, AND TOGETHER WITH THE RIGHT TO DRILL FROM LANDS ON THE TORRANCE MUNICIPAL AIRPORT, OR FROM ADJACENT PREMISES, INTO AND THROUGH THE SUBSURFACE TO A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID PROPERTY, WERE QUITCLAIMED BY UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE ADMINISTRATOR OF GENERAL SERVICES, TO CITY OF TORRANCE, A MUNICIPAL CORPORATION, BY QUITCLAIM DEED RECORDED MAY 31, 1961 AS INSTRUMENT NO. 2843, OFFICIAL RECORDS.