

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

**Members of the Council:**

**SUBJECT: City Manager – Approve a Lot Tie Agreement for City-owned Parcels  
53 and 54 of Official Map Number 2**

**RECOMMENDATION**

Recommendation of the City Manager that the City Council authorize the Mayor to Execute and the City Clerk to Attest to a Lot Tie Agreement by and between The City of Torrance, California (the "City"), Peyton Cramer Infiniti, a California corporation ("Peyton Infiniti"), and R. Williams, Inc., a California corporation ("Williams") and CARWELL, LLC, a Delaware limited liability company for the properties located at 3111 Pacific Coast Highway (Parcel 54 of Official Map Number 2) and 3131 Pacific Coast Highway (Parcel 53 of Official Map Number 2) (C2567 and C1620).

It is further recommended that the City Council authorize the Mayor to Execute and the City Clerk to Attest to a Connection Permit Water Quality Agreement with the Los Angeles County Department of Public Works to allow the tenant to construct over the County storm drain located on City-owned Parcel 53 of Official Map Number 2; Site address 3131 Pacific Coast Highway.

Funding

No funding is required for the requested action.

**BACKGROUND/ANALYSIS**

The sites located at 3111 Pacific Coast Highway and 3131 Pacific Coast Highway are City-owned properties on two separate Parcels and under Lease to two separate entities Carwell Corporation (AutoNation) and R. Williams with a sublease to AutoNation. AutoNation has developed plans and specifications and has moved through the Planning and Zoning process to develop a multi-story parking structure and dealership upgrades to the subject site(s). The goal is to relocate their Mercedes franchise to a new larger facility complete with enough onsite storage to house their inventory. The parking structure design is to tie into an existing parking structure located on the current Infiniti/Jaguar location. In order to tie into the existing parking structure and cross lot lines, a lot tie is required.

The lot tie being requested runs with the Leases. Both Leases terminate on the same date which allow for splitting the parcels if necessary at Lease termination.

The Connection Permit Water Quality Agreement is required by the County to allow the tenant to construct over the storm drain located on the 3131 Pacific Coast Highway site. As the landlord, the City must sign the permit in order for the tenant to receive consent to construct.

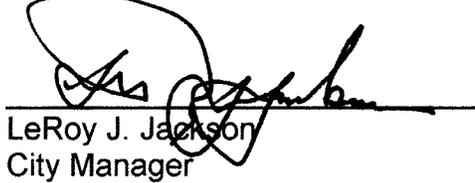
Respectfully submitted,

LeROY J. JACKSON  
City Manager



By: Brian K. Sunshine  
Assistant to the City Manager

CONCUR:



LeRoy J. Jackson  
City Manager

Attachments:

- A) Lot Tie Agreement
- B) Connection Permit Water Quality Agreement
- C) Site Map

Recording Requested By and  
 When Recorded Mail To:  
 Community Development Department/  
 Engineering Division  
 City of Torrance  
 3031 Torrance Blvd.  
 Torrance, California 90503

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**LOT TIE COVENANT AND AGREEMENT**

The City of Torrance, California (the "City") hereby certifies that it is the owner of the certain real property located in the City of Torrance, County of Los Angeles, State of California, which is legally described in Exhibit A attached hereto and made a part of this agreement.

Said real property consists of property commonly known as 3111 Pacific Coast Highway (the "3111 Property"), which is identified as the "3111 Property" in Exhibit A, and property commonly known as 3131 Pacific Coast Highway (the "3131 Property"), which is identified as the "3131 Property" in Exhibit A.

The City leases the 3111 Property to Peyton Cramer Infiniti, a California corporation ("Peyton Infiniti"), pursuant to the terms of that certain Ground Lease dated as of November 27, 1972 (as amended, the "3111 Property Lease"). Peyton Infiniti subleases a portion of the 3111 Property to Peyton Cramer Jaguar, a California corporation ("Peyton Jaguar"), pursuant to the terms of that certain Net/Net/Net Sublease Agreement dated as of August 13, 1998.

The City leases the 3131 Property to R. Williams, Inc., a California corporation ("Williams"), pursuant to the terms of that certain Lease dated January 1, 1985 (as amended, the "3131 Property Lease"). Williams subleases the 3131 Property to Carwell, LLC, a Delaware limited liability company ("Carwell"), pursuant to the terms of that certain Sublease Agreement dated October 12, 2004.

Carwell desires to build a parking structure (the "Parking Structure") that will be located across both the 3111 Property and the 3131 Property.

This Lot Tie Covenant and Agreement will become effective upon issuance of building permits by the City for the development of the Parking Structure. At such time, we do hereby promise, covenant and agree to and with the City that to the extent of our interest, we will hold all of the above-described property as one parcel and that no portion of said land shall be sold, leased, or financed separately.

This Covenant and Agreement is executed for the purpose of creating one (1) building site.

[Continued on following page]

This Covenant and Agreement shall run with the land and shall be binding upon any future owners, encumbrances, their successors, heirs or assigns and shall continue in effect until the appropriate Agency of the City of Torrance approves its termination.

Dated this \_\_\_ day of \_\_\_\_, 2008.

[Signatures and acknowledgements are on the following pages.]













[Signature page for the City of Torrance Building Department, as issuer of the building permit]

Witnesses

THE CITY OF TORRANCE, CALIFORNIA  
BUILDING DEPARTMENT

\_\_\_\_\_  
  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: Ted Semaan  
Title: Engineering Division Manager

State of \_\_\_\_\_ )  
                                          )  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by Ted Semaan as Engineering Division Manager of the City of Torrance, California Building Department, on behalf of the department, who is personally known to me or who produced a driver's license or \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTIONS OF THE 3111 PROPERTY AND THE 3131 PROPERTY

3111 PACIFIC COAST HIGHWAY

LEGAL DESCRIPTION

That property in the City of Torrance, County of Los Angeles, State of California more particularly described as: Parcel 54, of Official Map Number 2 as per map recorded in Book 5, Pages 44 through 51 inclusive of Official Maps, records of Said County. Said land consisting of approximately 121,409 square feet.

# 3131 PACIFIC COAST HIGHWAY

## LEGAL DESCRIPTION

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, 11 and 12 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the intersection of the centerline of Pacific Coast Highway and the centerline of Winlock Drive; thence South  $45^{\circ} 49' 35''$  East, along the centerline of said Pacific Coast Highway, as shown on Tract Map No. 13994, filed in Book 375, Pages 49 and 50 of Maps, Records of said County, a distance of 1303.01 feet; thence North  $44^{\circ} 10' 25''$  East, 50.00 feet to the TRUE POINT OF BEGINNING, said point being also a point on the Northeasterly line of said Pacific Coast Highway; thence North  $38^{\circ} 14' 05''$  East, 296.59 feet; thence South  $45^{\circ} 49' 35''$  East, 301.83 feet; thence South  $44^{\circ} 10' 25''$  West, 295.00 feet to a point on the Northeasterly line of said Pacific Coast Highway; thence North  $45^{\circ} 49' 35''$  West, along said Northeasterly line, a distance of 271.14 feet to the TRUE POINT OF BEGINNING, containing therein 1.94 acres more or less.

### RESERVING THEREFROM:

An easement for storm drain purposes, over the South-easterly 60.00 feet thereof.

## EXHIBIT "A"

CONNECTION PERMIT  
WATER QUALITY AGREEMENT

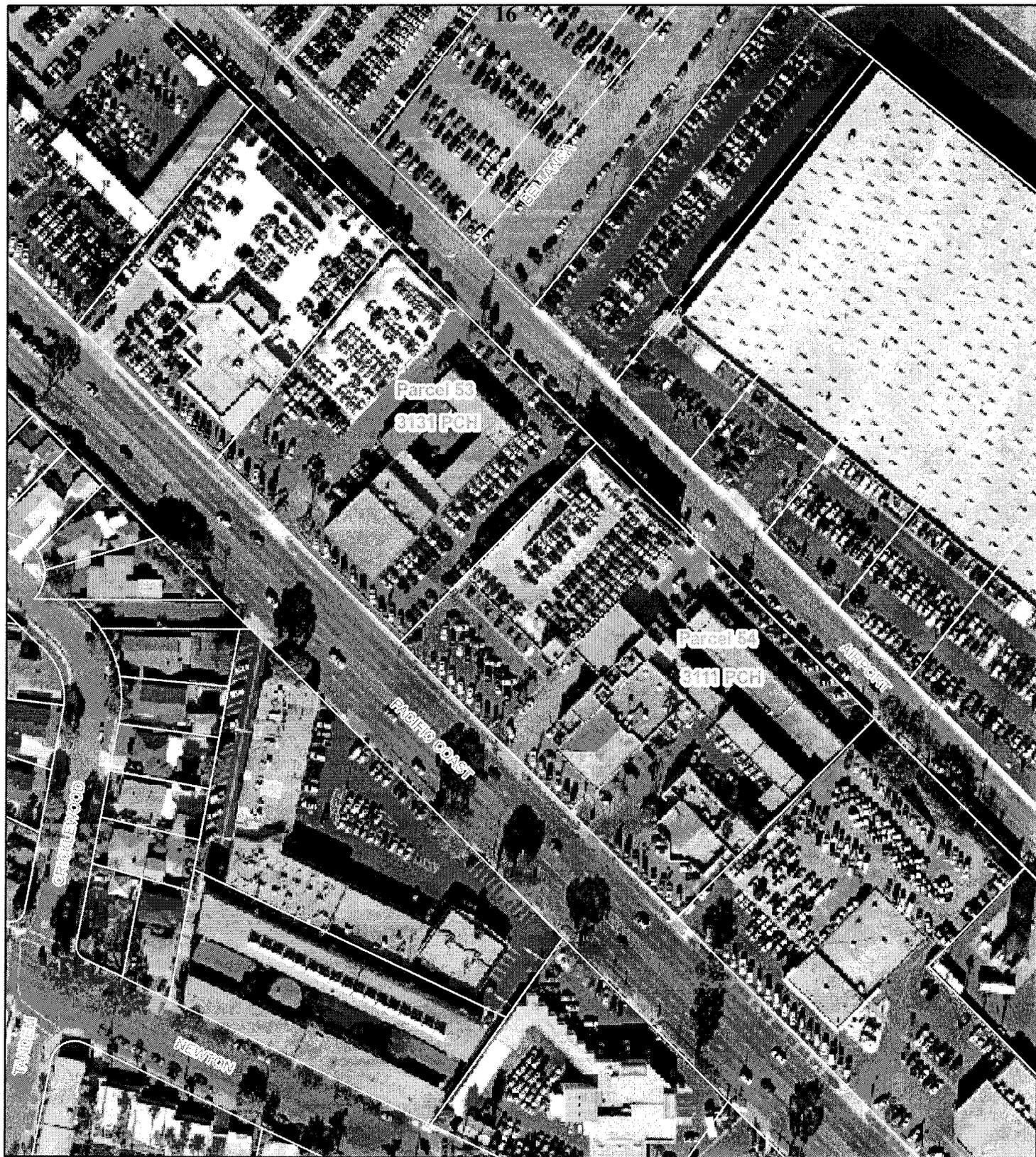
I. The owner(s) of the property described below agrees to acknowledge for himself, his heirs, successors or interests or assigns, the following:

- That the property maintains a connection permit with the Los Angeles County Department of Public Works for the privilege of connection and discharge of normal storm water only to the Department's drainage facilities.
- That the event non-storm water/material is released through said connection, whether intentional or otherwise, the owner(s) shall effect immediate and appropriate corrective measures. The owner(s) shall report the incident and the measures taken to the Department of Public Works immediately by telephone, (800) CLEAN-LA or (800) 252-2652, to be followed by a detailed, written report. Corrective actions taken shall be subject to acceptance by the Department.
- To reimburse the County for the full cost of cleaning or repair of storm drain, water course, or channel which may be necessary because of misuse of the storm drain connection.
- To give irrevocable consent to the representatives of the Department of Public Works to enter the premises during normal business hours for the purpose of inspecting the drainage facilities at the site.

II. Property/Project Name and Site Address

III. Legal Description of the Property

IV. Name(s) and Notarized Signature(s) of Owner(s)



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



Jeffery W. Gibson  
Community Development Department

