

Honorable Chair and Members  
of the Torrance Redevelopment Agency  
City Hall  
Torrance, California

Members of the Agency:

**SUBJECT: Community Development - License Agreement between  
Redevelopment Agency and Plaza Del Prado Inc. for use of Agency  
owned property for parking.**

**Expenditure:** None

**RECOMMENDATION**

Recommendation of the Deputy Executive Director that the Redevelopment Agency enter into a License Agreement with Plaza Del Prado Inc. for the use of ten parking spaces located on Agency owned property at 1312 Cabrillo Avenue in conjunction with the operation of a restaurant located at 1231 Cabrillo Avenue, #107.

**BACKGROUND AND ANALYSIS**

On August 20, 2008, the Planning Commission approved a Conditional Use Permit (CUP08-00019) to allow the operation of a restaurant with the service of beer and wine in an existing commercial space within the Plaza Del Prado complex located in the Downtown Redevelopment Project Area, Commercial Sector at 1231 Cabrillo Avenue, #107.

The approval of the Conditional Use Permit was contingent upon the applicant, Harry Naeim representing Plaza Del Prado Inc., securing the use of ten additional off-site parking spaces to satisfy the remaining parking requirement for the restaurant. Redevelopment Agency staff worked with the applicant to formulate a lease agreement to utilize the Agency owned parking lot located at 1312 Cabrillo Avenue to satisfy the parking requirement. This off-site lot may be used by customers and employees of the restaurant and Plaza Del Prado. Under the lease agreement, the Redevelopment Agency will lease Plaza Del Prado Inc. ten parking spaces for a sum of \$500 a month or \$50 a month per parking space.

The public parking lot at 1312 Cabrillo Avenue currently is striped with nine parking spaces. The applicant will be responsible for re-striping and slurry sealing the parking lot with ten parking spaces to comply with City standards.

Respectfully submitted,

JEFFERY W. GIBSON  
Deputy Executive Director

CONCUR:



Jeffery W. Gibson  
Deputy Executive Director

By 

Ted Semaan, Manager  
Redevelopment & General Plan Divisions

~~CONCUR:~~



LeRoy J. Jackson  
Executive Director

Attachments:

- A. License Agreement

## LICENSE AGREEMENT

This License Agreement (“License”) is made and entered into as of July 1, 2009, by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California (“AGENCY”) and Plaza Del Prado, Inc., a California corporation (“LICENSEE”).

### RECITALS:

- A. AGENCY is the owner of fee title to property located at 1312 Cabrillo Avenue, Torrance, California, which includes a parking lot.
- B. LICENSEE operates a business located at 1231 Cabrillo Avenue #107, Torrance, California.
- C. LICENSEE desires to use ten parking spaces owned by the AGENCY for employee and customer parking.

### AGREEMENT:

- 1. PREMISES  
AGENCY grants LICENSEE a license to occupy and use for parking, subject to all terms and conditions stated, ten parking spaces in the AGENCY-owned parking lot located at 1312 Cabrillo Avenue (the “Premises”). Premises are defined as ten parking spaces only and does not include the adjacent walls and structures.
- 2. USE  
The Premises may be occupied and used by LICENSEE only for the purpose of employee and customer parking.
- 3. TERM  
The term of this License will be for ten years commencing on the Effective Date written above.
- 4. TERMINATION BY CITY FOR CONVENIENCE  
CITY may, upon sixty days notice, terminate this LICENSE for CITY’s convenience and without cause.
- 5. COMPENSATION
  - A. LICENSEE agrees to pay AGENCY in advance, on the first day of each month the sum of \$500 (“Minimum Monthly Fee”). If this License does not commence on the first day of a calendar month or end on the last day of a calendar month, LICENSEE will pay prorated rent for the first and last month, as the case may be, in the amount of 1/30<sup>th</sup> of the Minimum Monthly Fee times the number of days for which the fee is being prorated.

- B. All rent payable to the AGENCY will be paid, without abatement, deduction or offset, to the Finance Department of the City of Torrance located at 3031 Torrance Blvd., Torrance, California, 90503.
6. COMPLIANCE WITH LAW  
 LICENSEE agrees to comply with the Redevelopment Plan for the Downtown Redevelopment Project Area and all ordinances, rules, laws or regulations of the City of Torrance and of any other governmental agency that are applicable to the Premises.
7. SECURITY AND MAINTENANCE  
 Security and maintenance of the Premises will be the responsibility of the LICENSEE. LICENSEE agrees to maintain the Premises in a neat and sanitary condition.
8. ALTERATIONS  
 LICENSEE must submit a restriping plan to the Community Development Department for approval. The parking lot will be slurry sealed and restriped to the satisfaction of the Redevelopment Agency.
9. SURRENDER  
 At the expiration of the term of this License, LICENSEE must surrender the Premises to the AGENCY in the same condition as received, reasonable wear and tear excepted.
10. INDEMNIFICATION  
 LICENSEE will indemnify, defend, and hold harmless AGENCY, the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of LICENSEE, its officers, employees, agents, subcontractors or vendors. It is further agreed, LICENSEE's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of AGENCY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of AGENCY, its officers, employees or agents. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between LICENSEE and AGENCY, as to whether liability arises from the sole negligence of the AGENCY or its officers,

employees, agents, subcontractors or vendors, LICENSEE will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely negligent. LICENSEE will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

11. INSURANCE

LICENSEE shall furnish the AGENCY a certificate of liability insurance for the premises in the amount of \$1,000,000 combined single limit and naming the AGENCY, the City Council, each member thereof and each officer and employee of the AGENCY as an additional insured on the policy. The certificate of insurance will be filed with this LICENSE in the office of the City Clerk.

12. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
  2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
  3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
  4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
  5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.



16. INTERPRETATION

The terms of this License should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this License or any other rule of construction that might otherwise apply.

17. 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.

18. 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.

19. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this License.

20. ATTORNEY'S FEES

Except as provided for in Paragraph 9, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this License (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this License, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

21. EXHIBITS

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

22. LICENSEE'S AUTHORITY TO EXECUTE

The person(s) executing this License on behalf of the LICENSEE warrant that (i) the LICENSEE is duly organized and existing; (ii) they are duly authorized to execute this License on behalf of the LICENSEE; (iii) by so executing this

License, the LICENSEE is formally bound to the provisions of this License; and (iv) the entering into this License does not violate any provision of any other License to which the LICENSEE is bound.

REDEVELOPMENT AGENCY OF  
THE CITY OF TORRANCE,  
A body, public and politic of the  
State of California

Plaza Del Prado Inc.,  
a California Corporation,

\_\_\_\_\_  
Frank Scotto  
Chairman

\_\_\_\_\_  
Habib "Harry" Naeim, Vice President

ATTEST:

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

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
Agency Counsel

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