Council Meeting of
May 19, 2009

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

Members of the Council:

SUBJECT: City Manager – Approve Memorandum of Lease Termination for 2909 Pacific Coast Highway

RECOMMENDATION

Recommendation of the City Manager that City Council authorize the Mayor to Execute and the City Clerk Attest to Memorandum of Lease Termination for an expired Lease with Peninsula Pontiac GMC Buick, Inc. on City-owned property located at 2909 Pacific Coast Highway.

FUNDING

Funding is not required for this item.

BACKGROUND/ANALYSIS

The City entered into a Lease for the subject property on January 1, 1970 with Ray Vane as Lessee. A new Lease for the property was entered into November 1, 2003 and the previous Lease was terminated. The item before Your Honorable Body is to memorialize the termination of the original Lease so as to clear the chain of title up to the Lease of November 2003.

Respectfully submitted,

LeROY J. JACKSON
City Manager

By: Brian K. Sunshine
Assistant ~~to the City~~ Manager

CONCUR:

LeRoy J. Jackson
City Manager

Attachment

8A

Attachment A

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

Danner & Martyn, LLP
520 South Grand Avenue
Seventh Floor
Los Angeles, California 90071

ATTN: Robert C. Danner, Esq.

(Space above this line is for Recorder's use only)

NOTE TO RECORDER: The lease to which this Memorandum of Lease Termination pertains, at the time of its termination, did not have a remaining term, which (after giving effect to all options and rights to extend or renew such term) had a duration of thirty-five (35) years or more.

MEMORANDUM OF LEASE TERMINATION

THIS MEMORANDUM OF LEASE TERMINATION is executed to be effective as of the date it is recorded in the Official Records of the County of Los Angeles, State of California, by the **CITY OF TORRANCE**, a Municipal Corporation ("Landlord"), and **PENINSULA PONTIAC GMC BUICK, INC.**, a Delaware corporation ("Tenant").

Landlord and Tenant (as the ultimate successor-in-interest to Ray Vane, an individual and the assignee of Tenant) were parties to a certain Ground Lease, dated January 1, 1970 (the "Lease"), pursuant to which Tenant leased from Landlord certain real property situated in the County of Los Angeles, State of California, which is commonly known as "2909 Pacific Coast Highway, Torrance, California," and which is more particularly described in Exhibit "A" hereto (the "Premises").

On or about July 11, 1985, an Abstract of Lease in respect of the Lease was recorded in the Official Records of the County of Los Angeles, as **Instrument Number 85-796360** (the "Abstract").

Pursuant to the terms of a certain Agreement for the Termination of Leases, dated as of November 1, 2003 (the "Termination Agreement"), Landlord and Tenant terminated the Lease and the leasehold estate created thereby.

By recording this Memorandum of Lease Termination in the Official Records of the County of Los Angeles, Landlord, and Tenant intend to provide public notice of the termination of the Lease and the termination of Tenant's estate for years in respect of the Premises, and to remove the Abstract from the public records.

This Memorandum of Lease Termination may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same agreement, which shall be binding upon the parties hereto notwithstanding that all of the parties hereto are not signatories to the same counterpart or counterparts. This Memorandum of Lease Termination shall not amend or modify the Termination Agreement in any manner, nor shall it limit, amplify or otherwise affect the terms and provisions of the Termination Agreement.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease Termination as of the date of its recordation.

"LANDLORD"

CITY OF TORRANCE
A Municipal Corporation

By:_____
Name: Frank Scotto
Title: Mayor

ATTEST:

By:_____
Name: Sue Herbers
Title: City Clerk

"TENANT"

PENINSULA PONTIAC GMC BUICK, INC.
A Delaware Corporation

By:_____
Name:_____
Title:_____

STATE OF)
) 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.

Signature _____ (Seal)

STATE OF)
) 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.

Signature _____ (Seal)

STATE OF)
) 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.

Signature _____ (Seal)

[c:\data\Torrance\ memorandum of lease termination2.doc]

EXHIBIT "A"

LEGAL DESCRIPTION

That certain real property situated in the City of Torrance, County of Los Angeles, State of California, and described as follows:

Parcel 57 in the City of Torrance, County of Los Angeles, State of California, as shown on a map filed in Book 5 Pages 44 through 51 inclusive, of Official Maps, in the office of the County Recorder of said County.

EXCEPT therefrom all uranium, thorium and all other materials determined pursuant to Section 5(B)(1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly 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, in and remove the same, as reserved in the deed from the United States of America, recorded in Book 27145 Page 362, 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 times to enter upon the lands and 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 from the United State of America, recorded in Book 27145 Page 362, Official Records.

By quitclaim deed executed by the United States of American and recorded May 31, 1961 as Instrument No. 2843 Official Records, all right, title and interest in and to all minerals and petroleum, to a depth of 500 feet was surrendered to the City of Torrance, a municipal corporation.

ALSO EXCEPT those 34 structures described in inventory marked Exhibit "A" and attached to deed from United States of America, recorded in Book 27145 Page 362, Official Records.

ALSO EXCEPT all right, title and interest in and to all property in the nature of equipment, furnishings and other personal property which can be removed from the land without material injury to the land or structures located thereon other than those chattels enumerated in Exhibit "B," attached to the deed from the United States of America, together with the right of removal from the premises within a reasonable period of time after March 5, 1948 which shall not be construed to mean any period less than 1 year after said date, by deed recorded in Book 27145 Page 362, Official Records.