

Council Meeting of  
August 25, 2009

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

Members of the Council:

**SUBJECT: City Manager – Approve a Fourth Amendment to Robinson Helicopter Lease**

**RECOMMENDATION**

Recommendation that the City Council approve a Fourth Amendment to Lease by and between the CITY OF TORRANCE, a Municipal corporation, referred to as the “City,” and ROBINSON HELICOPTER COMPANY, INC., a California corporation, referred to as “RHC” (C2003-029).

**FUNDING**

No funding is required for the requested action.

**BACKGROUND**

The original Leases with Robinson Helicopter Company (RHC) dated April 1, 1992 and July 15, 1992 were for their original facility on Airport Drive and included City-owned Parcel 23 and 31 of Official Map Number 2. Subsequent to the original Lease, Robinson entered into a new Lease with the City that included the aforementioned parcels and added additional parcel areas including portions of Parcels 1 and 16 and all of Parcels 17, 18, 19, 20, 21 and 22 of Official Map Number 2. This new Lease allowed for the expansion into additional space at the Torrance Municipal Airport – Zamperini Field.

RHC is in the process of expanding their product line, which now consists of R-22 and R-44, to include the new R-66. This helicopter is currently in Federal Aviation Administration testing for certification. RHC desires to develop this new product in Torrance but has run out of manufacturing space.

In order to accomplish their expansion requirements, Robinson negotiated with Torrance Flite Park to sever a portion of their Leasehold and add it to the Robinson Lease. This was accomplished when the Third Amendment to Amended and Restated Lease was approved by Your Honorable Body on May 20, 2008 (Attachment C). The Amendment added Parcels 12, 13, 14, 15 and a portion of 16 to the Robinson Leasehold. The addition of these Parcels added another 5.97 acres to the area Leased by Robinson Helicopter.

The requirements added in the Third Amendment to Lease included but were not limited to:

- Parking requirements for the entire RHC Leasehold
- Staggering of shifts to address traffic circulation
- Undergrounding of Utilities on site

The review of the development was to be to the satisfaction of the Community Development Director or designee.

**ANALYSIS**

The Lease Amendment adopted in May 2008 added area to the Leasehold, it did not address the expansion of the Robinson facilities; this was due to the timing of the transaction that added the extra area. Previous amendments to Lease that added space addressed the type of development anticipated, the Amendment before you tonight adds the type of expansion proposed. All approvals remain at the discretion of the Community Development Director.

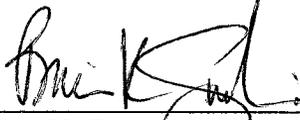
The new expansion totals 133,720 square feet comprised of no additional professional office area, 86,968 square feet of manufacturing and 46,752 square feet of warehouse of parts, supplies, finished and unfinished products. This addition will result in a total building area of approximately 607,223 square feet with an additional 9,373 square feet of loading dock for a total of 616,596 square feet. The loading dock area does not factor into the parking calculations.

The existing Robinson complex has 969 paved parking spaces and an unpaved area that adds approximately 150 additional parking stalls. The Robinson expansion plan includes additional area for parking that will provide a total of 1317 parking spaces. This will net approximately 200 additional parking spaces once the area is developed and the additional parking area is paved and correctly striped for the greatest amount of parking stalls. The parking requirement for the facility, including the proposed expansion, totals 1289 parking stalls resulting in an overage of 28 parking stalls.

The entire expansion remains subject to the review and approval of the Community Development Director including but not limited to parking, landscaping and other improvements deemed necessary for the proposed development.

Respectfully submitted,

LeROY J. JACKSON  
CITY MANAGER

By   
\_\_\_\_\_  
Brian K. Sunshine  
Assistant to the City Manager

CONCUR:

  
\_\_\_\_\_  
LeRoy J. Jackson  
City Manager

BKS/dle

Attachments:

- A) Site Map
- B) Fourth Amendment to Lease
- C) Council Item dated May 20, 2008

TORRANCE  
AIRPORT

POR 16  
6,601 SQ. FT.

RHC

FAA  
TOWER

LOT  
12

105,147 SQ. FT.

357.58

282.44'

283.97'

LOT  
13

49,586  
SQ. FT.

126.00'

126.68'

LOT  
14

49,380  
SQ. FT.

121.50'

122.16'

LOT  
15

49,641  
SQ. FT.

118.50'

119.14'

15.5'

AIRPORT DRIVE

AERO WAY

**FOURTH  
AMENDMENT TO LEASE**

**THIS FOURTH AMENDMENT TO LEASE** is made and entered into this 25<sup>th</sup> day of August 2009, by and between the **CITY OF TORRANCE**, a Municipal corporation, referred to as the "**City**," and **ROBINSON HELICOPTER COMPANY, INC.**, a California corporation, referred to as "**Robinson**."

**RECITALS**

WHEREAS, the City and Robinson entered into a Ground Lease dated January 28, 2003, for the purpose of leasing approximately 25.8 acres of land at the Torrance Municipal Airport referred to as the "**Lease**."

WHEREAS, the City and Robinson agreed to the Third Amendment to Lease dated May 20, 2008, adding that certain land consisting of approximately 260,175 square feet, more particularly described in the Third Amendment as Parcels 12, 13, 14, 15 and 16.

WHEREAS, the City and Robinson have now agreed to a plot plan for development of the additional premises.

NOW THEREFORE, the parties hereto agree to amend the said Lease as follows:

Construction of New Improvements

1) Robinson acknowledges that it is leasing Parcels 12, 13, 14, 15 and 16 as described in the Third Amendment to Lease as vacant and unimproved land, that Robinson has the sole obligation of constructing a limited service fixed base operation on the Leased Premises, and that Robinson's obligation in this regard is a material part of the consideration for, and inducement to, the City to enter into this Amendment.

2) Robinson agrees to construct on Parcels 12, 13, 14, 15 and 16, at its sole cost and expense, the structures and other improvements identified on Exhibit 1, attached hereto and incorporated herein by this reference. The improvements to be so constructed and identified on Exhibit 1 are referred to collectively herein as the "Project." Robinson shall supply the City with duplicate copies of any site plan, elevation drawings and architect's sketches at the time such documents are submitted to the Planning Department.

3) Robinson shall cause the Project to be constructed on the leased premises in a timely manner such that, unless delayed due to circumstances beyond the control of Robinson, a Certificate of Occupancy must be received within two years, unless an extension is granted by the City. Any extension can be granted at the sole

discretion of the City. It is the intent of both the City and Robinson to expedite the permitting, processing, commencement and completion of the Project.

4) Notwithstanding any other provision of this Lease, Robinson will submit all documents to the City and receive permits for the construction of proposed improvements. All plans and specifications will comply with City requirements for parking, landscaping and other improvements deemed necessary for the proposed development. Such approvals shall be subject to the review and approval of the Community Development Director or designee.

In all other respects, the said Lease is reaffirmed and ratified, and remains in full force and effect.

This Fourth Amendment to Lease is executed as of the first date written above.

CITY OF TORRANCE  
A Municipal Corporation

By: \_\_\_\_\_  
Frank Scotto, Mayor

ROBINSON HELICOPTER COMPANY, INC.  
A California Corporation

By: \_\_\_\_\_  
Franklin D. Robinson, President

ATTEST:

\_\_\_\_\_  
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS, III  
City Attorney

By: \_\_\_\_\_  
Ron Pohl  
Assistant City Attorney

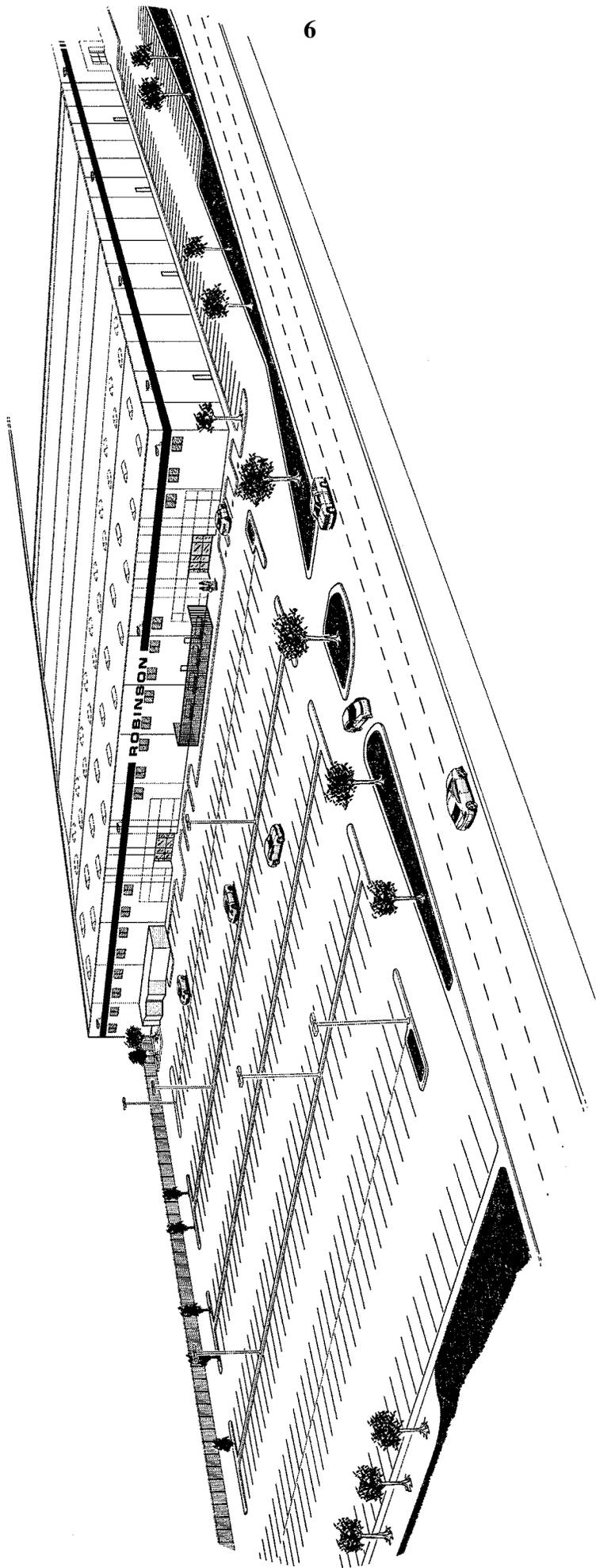


EXHIBIT 1

Council Meeting of  
May 20, 2008

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

**Members of the Council:**

**SUBJECT: City Manager – Approve a Third Amendment to Robinson Helicopter Lease**

**RECOMMENDATION**

Recommendation that the City Council authorize the Mayor to Execute and the City Clerk to Attest to a Third Amendment to Lease by and between the CITY OF TORRANCE, a Municipal corporation, referred to as the "City," and ROBINSON HELICOPTER COMPANY, INC., a California corporation, referred to as "RHC" (C2003-029).

**FUNDING**

No funding is required for the requested action.

**BACKGROUND**

The original Leases with Robinson Helicopter Company (RHC) dated April 1, 1992 and July 15, 1992 were for their original facility on Airport Drive and included City-owned Parcel 23 and 31 of Official Map Number 2. Subsequent to the original Lease, Robinson entered into a new Lease with the City that included the aforementioned parcels and added additional parcel areas including portions of Parcels 1 and 16 and all of Parcels 17, 18, 19, 20, 21 and 22 of Official Map Number 2. This new Lease allowed for the expansion into additional space at the Torrance Municipal Airport – Zamperini Field.

RHC is in the process of expanding their product line, which now consists of R-22 and R-44, to include the new R-66. This helicopter is currently in Federal Aviation Administration testing for certification. RHC desires to develop this new product in Torrance but has run out of manufacturing space.

**ANALYSIS**

RHC has been looking in the area of Torrance Municipal Airport – Zamperini Field, to secure additional space for their expansion needs. The acquisition of space has proved to be a challenge until RHC began negotiations with Torrance Flite Park (TFP) for a portion of their Leasehold. TFP and RHC have concluded negotiations to transfer Phase Three of their development to RHC; however, in order to accomplish this transaction the City, as landlord, must approve this transaction and amend the two Leases.

The Amendment before you adds Parcels 12, 13, 14, 15 and a portion of 16 to their Leasehold. The purpose of this addition is to give RHC the ability to expand their operation. The review of the development itself will be to the satisfaction of the Community Development Director and the review and requirements for development will include but will not be limited to:

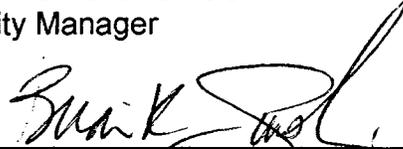
- Parking requirements for the entire RHC Leasehold
- Staggering shifts to address traffic circulation
- Undergrounding of utilities on site

Cost per foot will be in line with the original Lease start up of .03 per foot and will be adjusted throughout the life of the Lease by the Consumer Price Index.

The expansion of RHC for the development of a new type of helicopter will provide an enhanced employment base within the City of Torrance. This Lease Amendment is conditioned on the approval and execution of the TFP Lease Amendment.

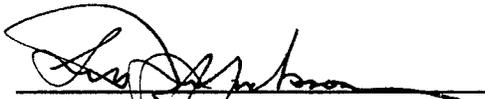
Respectfully submitted,

LeROY J. JACKSON  
City Manager



By: Brian K. Sunshine  
Assistant to the City Manager

CONCUR:

  
LeRoy J. Jackson  
City Manager

Attachments:

- A) Site map
- B) Third Amendment to Lease
- C) Lease and all Amendments (Limited Distribution)

TORRANCE AIRPORT

POR 16

6,601 SQ. FT.

RHC

FAA TOWER

LOT 12

105,147 SQ. FT.

357.58'

LOT 13

49,586 SQ. FT.

LOT 14

49,380 SQ. FT.

LOT 15

49,641 SQ. FT.

282.44'

126.00'

121.50'

118.50'

15.5'

283.97'

126.68'

122.16'

119.14'

AIRPORT DRIVE

AERO WAY

**THIRD  
AMENDMENT TO LEASE**

**THIS THIRD AMENDMENT TO LEASE** is made and entered into this 20th day of May 2008, by and between the **CITY OF TORRANCE**, a Municipal corporation, referred to as the "City," and **ROBINSON HELICOPTER COMPANY, INC.**, a California corporation, referred to as "**Robinson.**"

**RECITALS**

WHEREAS, City and Robinson entered into a Ground Lease dated January 28, 2003, for the purpose of leasing approximately 25.8 acres of land at the Torrance Municipal Airport referred to as the "**Lease.**"

WHEREAS, the City has determined that the real property described herein is not required for other City purposes and that it is in the public interest that this Third Amendment to Lease be entered into between the City and Robinson.

NOW, THEREFORE, the parties hereto agree to amend the said Lease as follows:

1) Conditions Precedent.

The effectiveness of this Third Amendment is expressly conditioned upon (i) the City and Torrance Flite Park having amended the Torrance Flite Park Lease to delete the area known as East Parcel, and further described as additional premises in 2) below, as Leased premises in accordance with agreement between Torrance Flite Park and City; (ii) the City and Robinson having approved and accepted this Third Amendment; and (iii) escrow having closed on the separate agreement between Robinson and Torrance Flite Park pertaining to the East Parcel.

2) Additional Premises.

For and in consideration of payment by Robinson of the rents, and the faithful performance by Robinson of the covenants and conditions herein contained, the City does hereby lease to Robinson the property in the City of Torrance, County of Los Angeles, State of California more particularly described in Exhibit 1 attached hereto and made a part hereof, consisting of 260,175 square feet.

3) Basic Rent.

Subject to the adjustment provided for in Paragraph 3.3 of the Lease, during the term of the Lease, the Minimum Monthly Basic Rent for the Additional Premises shall be a sum equal to \$7,805.25 per month, which sum has been computed by multiplying the total number of square feet comprising the Additional Premises by

Three Cents (\$.030). Robinson's payment obligation and right to possession under this Third Amendment shall commence August 1, 2008.

4) Use.

The Permitted and Prohibited Uses provided in Paragraphs 6.1 and 6.2.1 of the Lease for the easterly adjacent Parcels 17-22 apply to the Additional Premises.

5) Parking, Traffic Mitigation and Undergrounding of Utilities.

To relieve the current parking and traffic congestion Robinson will address parking for the entire leasehold premises (Parcels 12-23) when the additional premises (Parcels 12-16) are developed and Robinson will also stagger shifts to relieve the peak hour traffic. Additionally, all utilities servicing the additional premises will be undergrounded at the sole cost and expense of Lessee. Each will be at the review and approval of the Community Development Director or designee.

6) Easement.

Robinson acknowledges and accepts the Easement Deed (Exhibit 2) originally granted by Torrance Flite Park, LLC a California Limited Liability Company for Ingress, Egress and Utility purposes and incorporates that easement into this Lease Amendment.

7) Other Terms and Conditions.

All other terms and conditions of the Lease including the Duration and Option Term provided in Paragraphs 2.1 and 2.2 of the Lease apply to the Additional Premises.

In all other respects, the said Lease is reaffirmed and ratified, and remains in full force and effect.


This Third Amendment to Lease is executed as of the first date written above.

CITY OF TORRANCE  
A Municipal Corporation

By: \_\_\_\_\_  
Frank Scotto, Mayor

ROBINSON HELICOPTER COMPANY, INC.  
A California Corporation

By: \_\_\_\_\_  
Franklin D. Robinson, President

ATTEST:

\_\_\_\_\_  
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS, III  
City Attorney

By: \_\_\_\_\_  
Ron Pohl  
Assistant City Attorney

Legal Description  
For  
Third Amendment to  
Robinson Helicopter Company Lease

That property in the City of Torrance, County of Los Angeles, State of California more particularly described as: Parcels 12, 13, 14, 15 and 16 except therefrom the easterly 100.50 feet of said parcel 16, of Official Map Number 2 as per map recorded in Book 5, pages 44 through 51 inclusive, of Official Maps, records of Said County, of that certain land consisting of approximately 260,175 square feet.

**Third Amendment to Lease**

**EXHIBIT 1**

**(Page 1 of 2)**

TORRANCE  
AIRPORT

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6,601 SQ. FT.

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TOWER

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RHC

AIRPORT DRIVE

AERO WAY

THIRD AMENDMENT  
TO LEASE

EXHIBIT 1

(Page 2 of 2)



Sue Herbers  
City Clerk

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CITY OF  
TORRANCE

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CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that an easement deed dated February 26, 2008 from TORRANCE FLITE PARK, LLC, a California Corporation, is hereby accepted by the order of Resolution No. 3417 adopted by the City Council of the City of Torrance on February 18, 1958, and duly recorded on the 26th day of February, 1958, in Book 56502, Page 139, Official Records, in the office of the County Recorder of Los Angeles County, and that the Grantee consents to the recordation thereof by its duly authorized officer.

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

*Sue Herbers*

SUE HERBERS, CITY CLERK  
CITY OF TORRANCE

DATED: April 3, 2008

(Section 27281 of Government Code, as amended)

PURPOSE: Ingress, Egress and Utility

**COPY**

Recording Requested by:  
Sue Herbers, City Clerk

When Recorded Mail to:  
CITY OF TORRANCE  
3031 Torrance Boulevard  
Torrance, CA 90503

EASEMENT DEED

In consideration of the sum of One Dollar (\$1.00), and other valuable consideration, receipt of which is hereby acknowledged,

TORRANCE FLITE PARK, LLC, A CALIFORNIA

LIMITED LIABILITY COMPANY (LESSEE)

do(es) hereby grant to the CITY OF TORRANCE, a municipal corporation, of Los Angeles County, State of California, an easement for **INGRESS, EGRESS AND UTILITY** purposes and incidents thereto, in the following described real property in the City of Torrance, County of Los Angeles, State of California, and more particularly described as follows:

That portion of Parcel 12 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 thru 51 of Official Maps, in the Office of the County Recorder of said County, more particularly described as follows:

Beginning at the North corner of said Parcel 12; thence Southwesterly along the Northwesterly line of said Parcel 12 South 38° 38' 49" West 131.07 feet; thence South 51° 21' 11" East 9.00 feet; thence North 38° 38' 49" East 27.59 feet; thence South 52° 15' 22" East 24.58 feet; thence North 38° 38' 49" East 16.00 feet; thence North 52° 15' 22" West 24.58 feet; thence North 38° 38' 49" East 87.48 feet; thence North 51° 21' 11" West 9.00 feet to the point of beginning.

Dated this 26<sup>th</sup> day of February 2008.

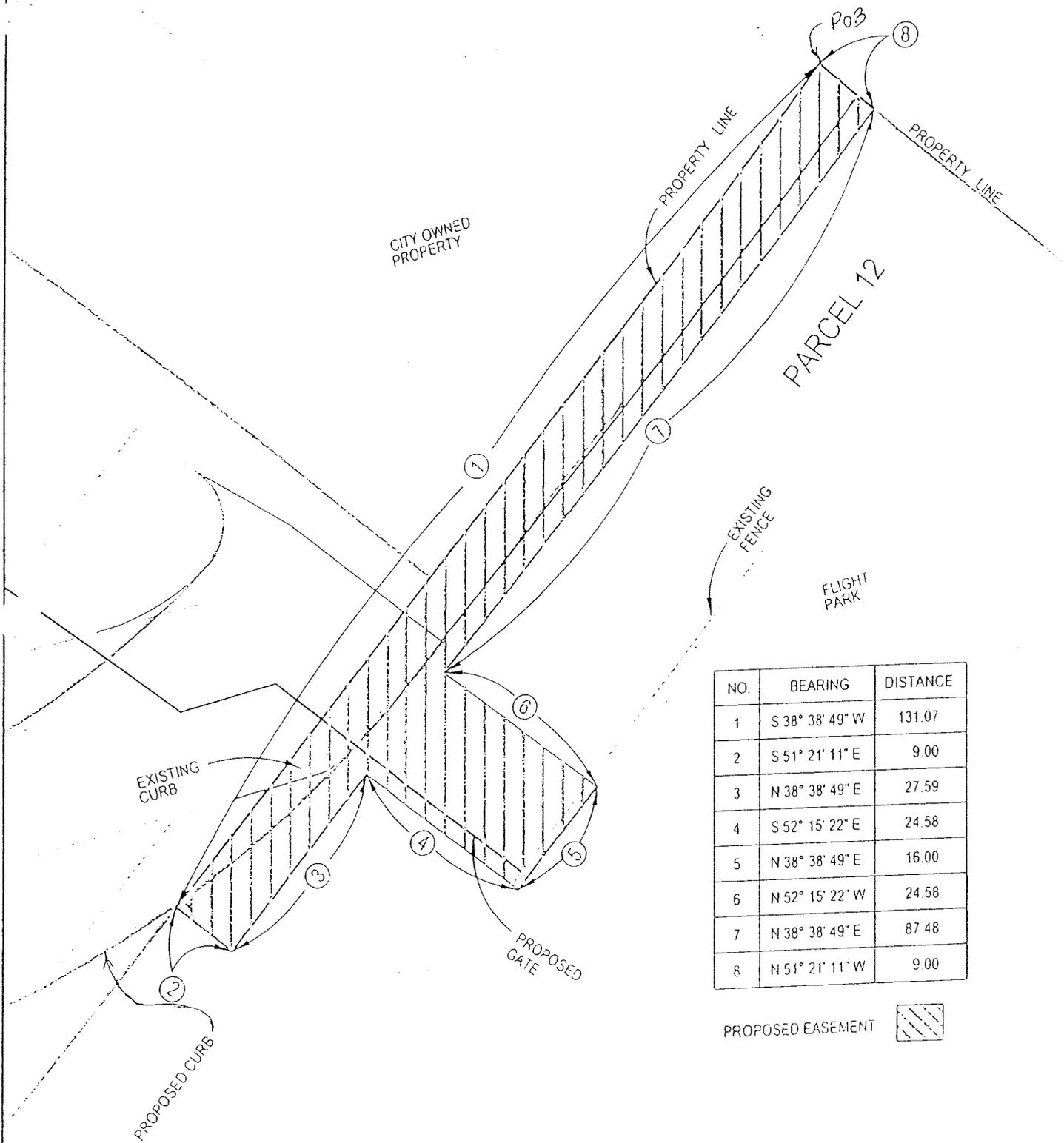
(All signatures must be notarized)

Sign: *Hassan Izad*  
Print: HASSAN IZAD

Sign: *Ralph J. Martin*  
Print: RALPH J. MARTIN

Owner's Address: 3481 AIRPORT DRIVE # 200  
TORRANCE, CA 90505

# FLIGHT PARK INGRESS/EGRESS EASEMENT



NO.	BEARING	DISTANCE
1	S 38° 38' 49" W	131.07
2	S 51° 21' 11" E	9.00
3	N 38° 38' 49" E	27.59
4	S 52° 15' 22" E	24.58
5	N 38° 38' 49" E	16.00
6	N 52° 15' 22" W	24.58
7	N 38° 38' 49" E	87.48
8	N 51° 21' 11" W	9.00

PROPOSED EASEMENT 

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On FEBRUARY 26, 2008 before me, A. L. MANALILI, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared HASSAN IZAD AND RALPH J. MARTIN  
Name(s) of Signer(s)

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 [Handwritten Signature]  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

*Though the information below 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: EASEMENT DEED, TORRANCE FLITE PARK

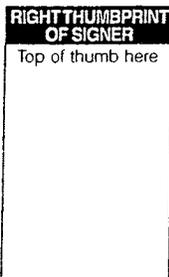
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

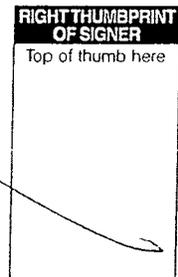
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_