

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

Members of the Agency:

**SUBJECT: Redevelopment Agency - License Agreement between  
Redevelopment Agency and Sierra Business Ventures, Inc. for use of  
Agency owned parking.**

**Expenditure: None**

**RECOMMENDATION**

Recommendation of the Deputy Executive Director that the Redevelopment Agency enter into a License Agreement with Sierra Business Ventures, Inc. for the use of ten parking spaces located in the subterranean parking structure at 1231-1261 Cabrillo Avenue in conjunction with the operation of a restaurant located at 1225-1227 El Prado Avenue.

**BACKGROUND AND ANALYSIS**

On September 16, 2009, the Planning Commission approved a Conditional Use Permit (CUP09-00014) to allow the operation of a restaurant with the service of alcoholic beverages in an existing commercial space located in the Downtown Redevelopment Project Area, Commercial Sector at 1225-1227 El Prado Avenue.

The approval of the Conditional Use Permit was contingent upon the applicant, Sierra Business Ventures 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 spaces located in the subterranean parking structure at 1231-1261 Cabrillo Avenue to satisfy the parking requirement. This off-site lot may be used by customers and employees of the restaurant. Under the lease agreement, the Redevelopment Agency will lease Sierra Business Ventures, Inc. ten non-exclusive parking spaces for a sum of \$500 per month or \$50 per month per parking space.

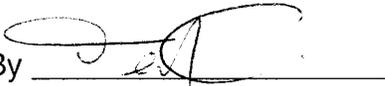
There are a total of 357 parking spaces located with the subterranean parking structure of which 75 parking spaces are owned by the Redevelopment Agency and 282 parking

spaces are allocated to the Plaza del Prado shopping center, Brisas del Sol, and Brisas del Prado residential condominium.

The Development Standards for Downtown Redevelopment Project Area permit off site parking within 300 feet of the use due to the unique nature of the Downtown. As the Downtown aims to encourage pedestrian oriented uses and activities, the restaurant use and this license agreement to provide off site parking are in line with this goal.

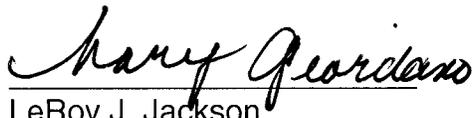
Respectfully submitted,

JEFFERY W. GIBSON  
Deputy Executive Director

By   
Ted Semaan, Manager  
Redevelopment & General Plan Divisions

CONCUR:

  
Jeffery W. Gibson  
Deputy Executive Director

  
LeRoy J. Jackson  
Executive Director

Attachments:

- A. License Agreement

## LICENSE AGREEMENT

This License Agreement (“License”) is made and entered into as of March 1, 2010, by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California (“AGENCY”) and Sierra Business Ventures, Inc. (DBA Tortilla Cantina), a California corporation (“LICENSEE”).

RECITALS:

- A. AGENCY is the owner of fee title of 75 parking spaces within subterranean parking structure located at 1231-1261 Cabrillo Avenue, Torrance, California.
- B. LICENSEE operates a business located at 1225-1227 El Prado Avenue, 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 1231-1261 Cabrillo Avenue (the “Premises”). Premises are defined as 75 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 five 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. 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 of Torrance, 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.

6. Addresses for purpose of giving notice are as follows:

LICENSEE  
Sierra Business Ventures, Inc.  
(DBA Tortilla Cantina)  
Bertha Sierra  
1605 ½ Redondo Beach Boulevard  
Gardena, CA 90274

AGENCY:  
Clerk of the Redevelopment Agency  
City of Torrance  
3031 Torrance Boulevard  
Torrance, CA 90509-2970  
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

13. DEFAULT

The occurrence of any one or more of the following events will constitute a default and breach of this License by LICENSEE:

- A. The failure to pay the Minimum Monthly Fee within three days of its due date; or
- B. The failure to perform any of LICENSEE's obligations under this License, other than the obligation to pay the Minimum Monthly Fee, more than five days after written notice from the AGENCY.

14. PROHIBITION AGAINST ASSIGNMENT AND SUBLETTING

LICENSEE may not at any time during the term of this License assign, sublease or transfer this License.

15. INTEGRATION; AMENDMENT

This License represents the entire understanding of AGENCY and LICENSEE as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this License. The License may not be modified or altered except in writing signed by both parties.

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 10, 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

Sierra Business Ventures, Inc.,  
a California Corporation,

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

\_\_\_\_\_  
Bertha Sierra  
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: \_\_\_\_\_