

Council Meeting of
May 23, 2006

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

Members of the Council:

SUBJECT: Assignment and Assumption of Lease from Charles Juran, Trustee of the Juran 1993 Family Trust, to Robert Hollis.

RECOMMENDATION

It is the recommendation of the Land Management Team that the City Council authorize the Assignment and Assumption of a Lease from Charles Juran, Trustee of the Juran 1993 Family Trust (Assignor) to Robert Hollis (Assignee) for City-owned property located at 25200 – 25202 Crenshaw Boulevard in the City of Torrance.

FUNDING

There is no funding required for this action.

BACKGROUND

The subject Lease was originally entered into March 1, 1958 and is set to expire on December 31, 2011. The subject Assignee has been the sub-tenant of the Assignor and has bought out their interest in the property with the goal of securing a new Lease with the City. A new Lease with terms negotiated has been agreed upon, that Lease will be before Your Honorable Body within the next few weeks. The first step in the process is to approve the Assignment and Assumption making the Assignee the new Master Tenant at this site. Generally an Assignment and Assumption Agreement is approved by the City Council and executed by the Mayor; however, the transaction has been consummated and an Agreement has been executed by both parties. A minute motion from the City Council will serve as consent should the City Council concur in staff's recommendation.

The subject site is approximately .5 acres and is improved for office use.

The current rent is \$37.96 per month.

ANALYSIS

The subject Lease is recommended for Assignment and Assumption. Mr. Hollis has been the operating tenant at the site for several years and wishes to continue at the site. A new Lease is being developed with the following parameters:

Year 1 through 2011	Annual payment of \$35,000 (Lump sum)
2012 – 2022 (ten year extension)	Annual rent \$45,589.96 (paid monthly)
CPI	Commencing 2013

The new Lease, once adopted, will upgrade the rent on this parcel sooner than the original termination date and allow for annual increases based on CPI after the initial termination date of the current Lease.

Respectfully submitted,

LeROY J. JACKSON

By: 

Brian K. Sunshine
Assistant to the City Manager

Concur:



LeRoy J. Jackson
City Manager

Attachments:

- a) Assignment of Lease

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Recording Requested By And
When Recorded Return To:

Robert Hollis
Robert Hollis Realty
25202 Crenshaw Boulevard
Suite 200
Torrance, CA 90505

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ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE ("Assignment") between CHARLES JURAN, TRUSTEE OF THE JURAN 1993 FAMILY TRUST Dated October 23, 1993 (referred to herein sometimes alternatively as the "Juran Trust" or "Assignor") and ROBERT HOLLIS, as assignee ("Assignee"), is made as of January 23, 2006, with reference to the following facts:

A. On or about October 20, 1981, pursuant to a document entitled Partial Assignment of Lease, 5H Investment Club assigned to Nathan H. Juran and Julia M. Juran, its leasehold interest described therein as a portion of Parcel 5 of the Rolling Hills Plaza Shopping Center in the City of Torrance (the "Leasehold"). A copy of said Partial Assignment of Lease (without the attached Exhibits) is attached hereto as Exhibit "1" and incorporated herein by reference.

UNRECORDED LEASE

B. On or about June 1, 1982, pursuant to a document entitled Ground Lease ("Ground Lease") Nathan H. Juran and Julia M. Juran subleased the Leasehold to Ash Enterprises, a partnership (the "Leasehold Sublease"). The Leasehold was described therein as "approximately 23,000 square feet, said property being a portion of what is commonly known as Parcel 5 of Rolling Hills Plaza Shopping Center, Torrance, California". Subsequently thereto Robert Hollis acquired the Lessee's interest in the Leasehold Sublease owned by Ash Enterprises. The legal description of the Leasehold as set forth in the Assignment of the of the Ash Enterprises interest in the Leasehold acquired by Robert Hollis is attached hereto as Exhibit "A" and incorporated herein by reference.

C. In or about 1993 the Juran Trust's residual interest in the Leasehold were assigned to Nathan H. Juran as Surviving Trustee of the Juran 1993 Family Trust (Julia M. Juran having previously died). Subsequently, Nathan H. Juran died and, Charles Juran became the Trustee of the Juran Family Trust.

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignor hereby grants, assigns, transfers, conveys and delivers to Assignee the Leasehold and all of the right, title, estate, interest, benefits and privileges of the Trust - Assignor therein, and Assignee hereby accepts such Assignment. The consideration of this Assignment, is the payment by Assignee to Assignor the sum of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00).

ORIGINAL
Term: from 3-1-1988 to 2-24-06

EXISTING TERM OF LEASE:
2-24-06 to 12-31-07

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2. Assignee hereby agrees to indemnify, defend and hold harmless Assignor, and its representatives, officers, directors, shareholders, employees, successors and agents from and against any and all claims, demands, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorney's fees) arising out of or relating to the breach by Assignee of any of the obligations, terms and/or covenants of Assignee under or pursuant to the Leasehold which obligations, terms and/or covenants accrue subsequent to the Effective Assignment Date of transfer of the Leasehold from Assignor to Assignee.

3. By acceptance of this Assignment, Assignee hereby assumes and agrees to perform and to be bound by all of the terms, covenants, conditions and obligations imposed upon or assumed by Assignor under the lease which conveyed the Leasehold to Assignor and any other requirements imposed by the City of Torrance or any other agency having jurisdiction over this Leasehold.

4. This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective parties hereto.

5. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees.

6. This Assignment shall be governed by, interpreted under, and construed and enforceable with, the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first herein above written.

Assignor:



Charles Juran, Trustee of the Juran 1993 Family Trust

Assignee:



Robert Hollis

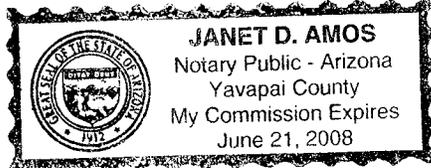
State of Arizona)
) ss.
County of Yavapai)

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On January 23, 2006, before me, Janet D. Amos, Notary Public,
(here insert name and title of the officer)
personally appeared Charles Juran, Trustee of the Juran 1993 Family Trust

personally known to me (or 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.

WITNESS my hand and official seal.



Signature *Janet D. Amos* (Seal) 6/21/2008

State of California)
) ss.
County of Los Angeles)

On February 15, 2006, before me, Amanda R. Lopez, Notary Public
(here insert name and title of the officer)
personally appeared Robert Hollis

personally known to me (or 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.

WITNESS my hand and official seal.



Signature *Amanda R. Lopez* (Seal)
Amanda R. Lopez

PARTIAL ASSIGNMENT OF LEASE

THIS PARTIAL ASSIGNMENT OF LEASE ("Assignment")
is made and entered into by and between 5H INVESTMENT CLUB, an
Ohio partnership, and NATHAN H. JURAN AND JULIA M. JURAN,
individuals (the "Jurans").

RECITALS

A. 5H Investment Club leases a certain parcel of
land known as Lease Parcel 5 of the Rolling Hills Plaza
Shopping Center from the City of Torrance. The lease for said
land is commonly known as "Lease 5." 5H Investment Club
became the lessee under Lease 5 by assignment. A copy of
Lease 5, the amendment thereto and Lease No. 4-A (portions of
which are incorporated by reference with into Lease 5) are
attached hereto as Exhibit B. The Jurans hereby acknowledge
that they have reviewed Lease 5 and the amendments thereto. A
map of the real property covered by Lease 5 is attached hereto
as Exhibit A and is hereby made a part of this Assignment.

B. The parties desire that 5H Investment Club
assign to the Jurans a portion of Lease 5 in accordance with
the terms and conditions contained herein.

AGREEMENT

For good and valuable consideration, the parties
hereby agree as follows:

1. ASSIGNMENT.

5H Investment Club hereby assigns to the Jurans
all of its right, title and interest in and to Lease 5 as said
lease pertains to that portion of real property indicated on

EXHIBIT "1"

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by the Jurans of their obligations under this Assignment,
(ii) the replacement of the Mobis Garage parking spaces, and
(iii) any action taken by the Jurans, their successors or
assigns or on behalf of any such parties in connection with
the development, operation or use in any manner of the portion
of the real property covered by Lease 5 and assigned hereunder.

6. No Representations.

The Jurans hereby acknowledge that neither 5H
Investment Club nor any person acting on its behalf has made
any representation or warranty with respect to the real property
(and the title thereto), Lease 5 or any other matter, including,
without limitation, that such real property may be used for any
proposed purpose, that the Jurans can get any permits from the
City of Torrance or the Airport Land Management Board for any
proposed use of the property, or that the Jurans can obtain
building or other permits from any governmental agency. The
Jurans further acknowledge that they have taken such actions as
they deem necessary or appropriate to review the title to the
real property covered by Lease 5 and assigned hereunder.

7. Miscellaneous.

(a) Notification of City of Torrance. The Jurans
shall be responsible for notifying the City of Torrance of this
Assignment, in accordance with the provisions of Lease 5, and
seeking its consent hereto. The Jurans shall use their best
efforts to obtain such approval and shall agree in writing with

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the City of Torrance to be bound by all of the conditions and covenants of Lease 5 which as a result of this Assignment will be binding upon or to be performed by the Jurans.

(b) Insurance. The Jurans hereby agree to name 5H Investment Club as an additional insured on the personal injury and damage liability insurance policy they will maintain in connection with the use of the real property assigned hereunder.

(c) Entire Agreement. This agreement contains the sole and only agreement of the parties relating to this Assignment and correctly sets forth the rights, duties and obligations of each to the other in connection therewith. Any prior agreement, promises, negotiations, or representations not expressly set forth in this Assignment are of no force or effect. Any waiver by either party of his/her right to rely upon or enforce any provision of this Assignment must be in writing and signed by both parties.

(d) Successors and Assigns.

This Assignment shall be binding upon the successors and assigns of the parties hereto.

Executed this 20 day of September, 1981.

5H Investment Company,
an Ohio partnership

Nathan H. Juran
Nathan H. Juran

By Jean A. Houshine H.D.

Julia M. Juran
Julia M. Juran

EXHIBIT "A"

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PARCEL A:

THAT PORTION OF LOT 1, OF TRACT NO. 9765, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 170 PAGES 10 THROUGH 12 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF CRENSHAW BOULEVARD, 100 FEET WIDE, DESCRIBED AS PARCEL "A" UNDER PARCELS 8-40 AND 9-2, IN COMPLAINT IN CASE NO. 572730 OF THE SUPERIOR COURT OF SAID COUNTY, DISTANT NORTHEASTERLY THEREON NORTH 50 DEGREES 25 MINUTES 41 SECONDS EAST, A DISTANCE OF 693.55 FEET FROM THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED AS PARCEL "D" UNDER SAID PARCELS 8-40 AND 9-2, SAID POINT OF BEGINNING BEING ALSO THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED AS MODIFIED PARCEL "Y" IN THE 5TH AMENDMENT TO LEASE NO. 4, RECORDED MAY 3, 1962 AS INSTRUMENT NO. 5243; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF CRENSHAW BOULEVARD, NORTH 52 DEGREES 25 MINUTES 41 SECONDS EAST, A DISTANCE OF 759.97 FEET TO A POINT OF TANGENT WITH A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 700 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19 DEGREES 24 MINUTES 10 SECONDS, AN ARC DISTANCE OF 237.08 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32 DEGREES 50 MINUTES 11 SECONDS, AN ARC DISTANCE OF 401.14 FEET TO POINT OF TANGENCY WITH THE EASTERLY LINE OF SAID LOT 1 OF TRACT NO. 9765; THENCE SOUTH 0 DEGREES 11 MINUTES 20 SECONDS WEST, A DISTANCE OF 590 FEET TO A POINT OF INTERSECTION WITH A LINE BEARING SOUTH 25 DEGREES 28 MINUTES 40 SECONDS EAST; THENCE NORTHWESTERLY ALONG SAID LINE 195 FEET TO A POINT OF INTERSECTION WITH A LINE HAVING A BEARING NORTH 37 DEGREES 34 MINUTES 19 SECONDS WEST; THENCE NORTHWESTERLY ALONG SAID LINE 43 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ALL URANIUM, THORIUM AND ALL OTHER MATERIALS DETERMINED PURSUANT TO SECTION 5 (B) (1) OF THE ATOMIC ENERGY ACT OF 1946 (60 FEET 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, MINE AND REMOVE THE SAME, AS RESERVED IN THE DEED FROM THE UNITED STATES OF AMERICA, RECORDED ON MAY 13, 1948 IN BOOK 27145 PAGE 362 OF 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.

ALL RIGHTS OF ENTRY UPON THE SURFACE OF SAID LAND TO PROSPECT FOR, MINE OR REMOVE MINERALS OR PETROLEUM FROM SAID LAND, OR IN ANYWISE MAKE USE OF THE SURFACE OF SAID LAND FOR WORKING, REMOVING OR TRANSPORTATION OF MATERIALS AND SUPPLIES IN CONNECTION WITH SUCH MINING OPERATIONS, AS RESERVED IN THE ABOVE MENTIONED DEED, WERE QUITCLAIMED BY THE UNITED STATES OF AMERICA ACTING BY AND THROUGH THE ADMINISTRATOR OF GENERAL SERVICES, TO THE CITY OF TORRANCE, A MUNICIPAL CORPORATION, BY DEED RECORDED AUGUST 29, 1955 IN BOOK 48802 PAGE 55, OFFICIAL RECORDS.

PARCEL B:

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EASEMENTS FOR ACCESS, DRIVEWAY, UP TO 6 PARKING SPACES, PLANTING BEDS AND WALKWAY AS SET FORTH IN THAT CERTAIN GRANT OF EASEMENT, RECORDED OCTOBER 19, 1983 AS INSTRUMENT NO. 83-1234052, DESCRIBED AS FOLLOWS:

EXHIBIT "A" (continued)

ACCESS DRIVEWAY:

BEGINNING AT A POINT ON THE COMMON LOT LINE BETWEEN THE GRANTOR'S AND GRANTEE'S PROPERTIES, 51.0 FEET, DISTANT NORTHWESTERLY FROM THE EASTERLY BOUNDARY OF LEASE PARCEL 5; THENCE NORTHWESTERLY ALONG SAID COMMON LOT LINE NORTH 25 DEGREES 18 MINUTES 40 SECONDS WEST, FOR A DISTANCE OF 24.0 FEET; THENCE SOUTHWESTERLY AT A RIGHT ANGLE SOUTH 64 DEGREES 41 MINUTES 20 SECONDS WEST, FOR A DISTANCE OF 19.0 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLE NORTH 25 DEGREES 18 MINUTES 40 SECONDS WEST, FOR A DISTANCE OF 24.0 FEET; THENCE IN A NORTHEASTERLY DIRECTION AT A RIGHT ANGLE SOUTH 64 DEGREES 41 MINUTES 20 SECONDS WEST, FOR A DISTANCE OF 19.0 FEET TO THE POINT OF BEGINNING.

ACCESS RIGHT OF WAY:

THAT PORTION OF THE GRANTOR'S EXISTING DRIVEWAY LYING 12.5 FEET EITHER SIDE OF A CENTERLINE RUNNING PARALLEL TO THE COMMON LOT LINE BETWEEN THE GRANTOR'S AND THE GRANTEE'S PROPERTIES, AND BEGINNING AT A POINT 56.5 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY END OF SAID COMMON LOT LINE, AND DISTANT 31.5 FEET SOUTHWESTERLY THEREFROM; SAID CENTERLINE EXTENDING IN A NORTHWESTERLY DIRECTION AND PARALLEL TO THE COMMON LOT LINE FOR A DISTANCE OF 142.0 FEET; THENCE FOLLOWING THE COMPOUND CURVE OF THE SOUTHERLY BOUNDARY OF THE PARKING EASEMENT, AND 12.5 FEET SOUTHWESTERLY DISTANT FROM IT, TO ITS INTERSECTION WITH THE SOUTHEASTERLY BOUNDARY OF CRENSHAW BOULEVARD.

PARKING AREA, PLANTING BEDS AND WALKWAY:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF THE CONCAVE CURVE OF CRENSHAW BOULEVARD, AT A TANGENT DISTANCE OF 394.51 FEET IN A SOUTHWESTERLY DIRECTION FROM THE MOST NORTHERLY POINT OF LEASE PARCEL 5; THENCE IN A SOUTHEASTERLY DIRECTION NORTH 37 DEGREES 34 MINUTES 18 SECONDS WEST, FOR A DISTANCE OF 43.0 FEET; THENCE ALONG THE COMMON LOT LINE DIVIDING THE GRANTOR'S AND GRANTEE'S PROPERTIES IN A SOUTHEASTERLY DIRECTION NORTH 25 DEGREES 18 MINUTES 40 SECONDS WEST, FOR A DISTANCE OF 37.0 FEET; THENCE AT RIGHT ANGLES IN A SOUTHWESTERLY DIRECTION SOUTH 64 DEGREES 41 MINUTES 20 SECONDS WEST, FOR A DISTANCE OF 19.0 FEET; THENCE IN A NORTHWESTERLY DIRECTION NORTH 25 DEGREES 18 MINUTES 40 SECONDS WEST, FOR A DISTANCE OF 40.5 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 19.0 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37 DEGREES 00 MINUTES 00 SECONDS, AN ARC DISTANCE OF 12.27 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 30.0 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52 DEGREES 30 MINUTES 00 SECONDS, AN ARC DISTANCE OF 27.25 FEET TO THE INTERSECTION OF THE CURVE CONCAVE OF CRENSHAW BOULEVARD; THENCE NORTHEASTERLY ALONG SAID CURVE CONCAVE, HAVING A RADIUS OF 700.0 FEET THROUGH AN ARC OF 0 DEGREES 15 MINUTES 58 SECONDS, FOR A DISTANCE OF 3.25 FEET TO THE POINT OF BEGINNING.