

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

Members of the Council:

SUBJECT: City Manager – Authorize purchase and sale agreement of City-owned property located at the southeast corner of Pacific Coast Highway and Hawthorne

RECOMMENDATION

Recommendation of the City Manager that City Council authorize the Mayor to execute and the City Clerk to attest to all documents associated with the sale of City-owned property located at the southeast corner of Pacific Coast Highway and Hawthorne Boulevard to Raju Chhabria in the amount of \$275,000 while retaining certain easements for traffic flow purposes (APN 7534-001-900) and a portion of City-owned property resulting from the partial vacation of 242nd Street.

Funding

No funding is required; if approved, the sale will generate \$275,000.

BACKGROUND

The subject property was purchased in 1997 to address the issues at the intersection of Pacific Coast Highway and Hawthorne. The property was to be used to enhance right turn capacity northbound Hawthorne to eastbound Pacific Coast Highway and to create an acceleration lane eastbound onto Pacific Coast Highway. The purchase was done to use in conjunction with the adjacent property, if redeveloped, to continue the acceleration lane.

The adjacent property has a closed carwash located on the premises that has been inoperable for many years. Currently the property is in escrow and the purchaser has contacted the City for an easement or purchase of the City-owned area. The purchase request takes into consideration the right turn channel and acceleration lane as part of their overall proposal.

The City's property is approximately 6,540 square feet and the cost to purchase in 1997 was \$239,000 or \$36.00 per square foot (psf). The residual portion of the property after the traffic enhancements would be approximately 3,565 square feet; this is the area that has been utilized to establish value for the purchase.

The property was approved for sale at \$85.00 per square foot in June 2008; the proponent for the project has been unable to attain financing making the conclusion of escrow impossible. The sale of properties was approved June 24, 2008 for 303,025.00 with regard to the Pacific Coast Highway and Hawthorne property and a sale for \$65,000 on April 14, 2009 for the portion of vacated 242nd Street (Attachment C & D).

The proponent has again gone through the planning process and has made a new offer to conclude the sale of the property.

ANALYSIS

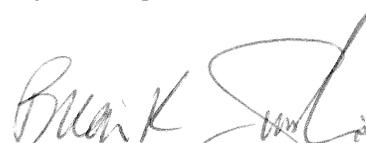
The Purchase and Sale Agreement attached for approval this evening includes the following:

- A sale price of \$275,000 (reduction of original price by \$93,025)
- Initial deposit of \$8,250
- Close of escrow payment to City \$60,500
- First Trust Deed held by City \$206,250
- Interest only at 5% paid monthly and balloon payment for balance in 24 months
- Demolition of Carwash and building on property prior to close of Escrow

The reduction in sales price reflects the nature of the decline in property values. The end result will be the development of a premier corner in the City of Torrance as well as traffic enhancements at the southeast corner of Pacific Coast Highway and Hawthorne.

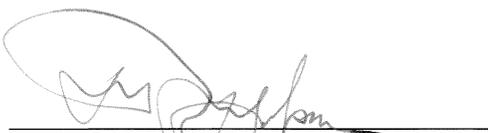
Respectfully submitted,

LeROY J. JACKSON
City Manager



By: Brian K. Sunshine
Assistant to the City Manager

CONCUR:

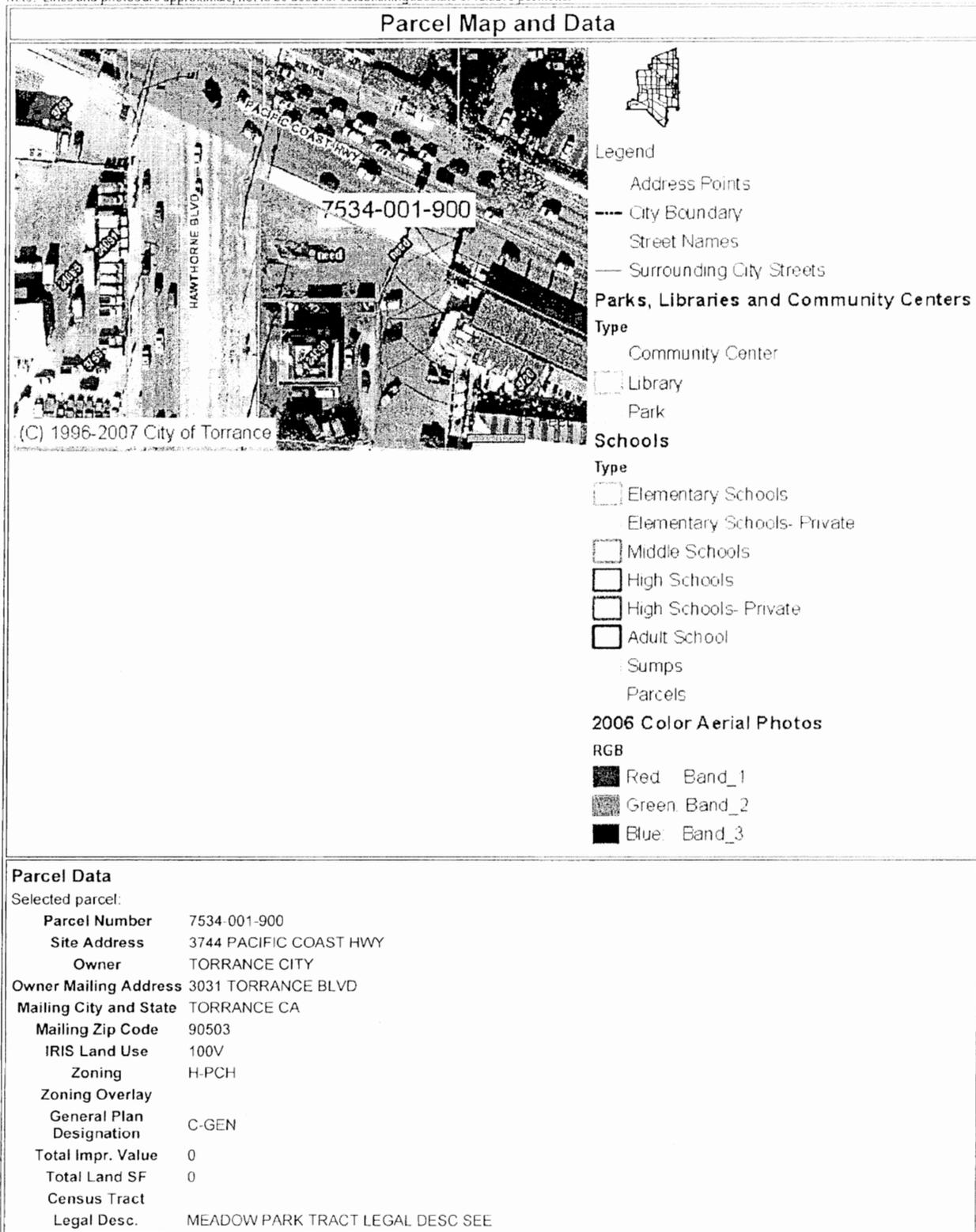


LeRoy J. Jackson
City Manager

Attachments:

- A) Site Map
- B) Purchase and Sale Agreement
- C) Council Item dated June 24, 2008
- D) Council Item dated April 14, 2009

Note: Lines and photos are approximate, not to be used for establishing absolute or relative positions.





CALIFORNIA ASSOCIATION OF REALTORS®

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (C.A.R. Form VLPA, Revised 4/10)

Date March 18, 2011

- 1. OFFER: A. THIS IS AN OFFER FROM 57 Marquerite Drive LLC ("Buyer"). B. THE REAL PROPERTY TO BE ACQUIRED is described as 3744 Pacific Coast Highway, Torrance CA 90503... C. THE PURCHASE PRICE offered is Two Hundred Seventy-Five Thousand... D. CLOSE OF ESCROW shall occur on... (date) (or [X] 60 Days After Acceptance).

- 2. AGENCY: A. POTENTIALLY COMPETING BUYERS AND SELLERS: Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation... B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction: Listing Agent na... Selling Agent na...

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 8,250.00 (1) Buyer shall deliver deposit directly to Escrow Holder by personal check, [] electronic funds transfer, [X] Other... OR (2) (If checked) [] Buyer has given the deposit by personal check...

B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$... within... Days After Acceptance, or []...

- C. LOAN(S) (1) FIRST LOAN in the amount of \$... This loan will be conventional financing or, if checked, [] FHA, [] VA, [] Seller (C.A.R. Form SFA), [] assumed financing... (2) [] SECOND LOAN in the amount of \$... This loan will be conventional financing or, if checked, [] Seller (C.A.R. Form SFA), [] assumed financing...

D. ADDITIONAL FINANCING TERMS: City of Torrance to carry 1st Trust Deed at 5% monthly interest only payments due and payable in 2 years \$ 206,250.00

E. BALANCE OF PURCHASE PRICE OR DOWN PAYMENT in the amount of \$ 60,500.00 to be deposited with Escrow Holder within sufficient time to close escrow. F. PURCHASE PRICE (TOTAL): \$ 275,000.00

Buyer's Initials (MC) () Seller's Initials () ()

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Reviewed by _____ Date _____



Property: 3744 Pacific Coast Highway, Torrance CA 90503

Date: March 18, 2011

G. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to 3H(1)) shall, within 7 (or _____) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (If checked, verification attached.)

H. LOAN TERMS:

(1) LOAN APPLICATIONS: Within 7 (or _____) Days After Acceptance, Buyer shall Deliver to Seller a letter from lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in 3C above. (If checked letter attached.)

(2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Obtaining the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. Buyer's contractual obligations to obtain and provide deposit, balance of down payment and closing costs are not contingencies of this Agreement.

(3) LOAN CONTINGENCY REMOVAL:

(i) Within 17 (or _____) Days After Acceptance, Buyer shall, as specified in paragraph 19, in writing remove the loan contingency or cancel this Agreement;

OR (ii) if checked the loan contingency shall remain in effect until the designated loans are funded.

(4) NO LOAN CONTINGENCY (If checked): Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (OR, if checked, is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the specified purchase price. If there is a loan contingency, Buyer's removal of the loan contingency shall be deemed removal of this appraisal contingency (or, if checked, Buyer shall, as specified in paragraph 19B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or _____) Days After Acceptance). If there is no loan contingency, Buyer shall, as specified in paragraph 19B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or _____) Days After Acceptance.

J. ALL CASH OFFER (If checked): Buyer shall, within 7 (or _____) Days After Acceptance, Deliver to Seller written verification of sufficient funds to close this transaction. (If checked verification attached.)

K. BUYER STATED FINANCING: Seller has relied on Buyer's representation of the type of financing specified (including but not limited to, as applicable, amount of down payment, contingent or non contingent loan, or all cash). If Buyer seeks alternate financing, (i) Seller has no obligation to cooperate with Buyer's efforts to obtain such financing, and (ii) Buyer shall also pursue the financing method specified in this Agreement. Buyer's failure to secure alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

L. SELLER FINANCING: The following terms (or (if checked) the terms specified in the attached Seller Financing Addendum (C.A.R. Form SFA) apply ONLY to financing extended by Seller under this Agreement.

(1) BUYER'S CREDIT-WORTHINESS: Buyer authorizes Seller and/or Brokers to obtain, at Buyer's expense, a copy of Buyer's credit report. Within 7 (or _____) Days After Acceptance, Buyer shall provide any supporting documentation reasonably requested by Seller.

(2) TERMS: Buyer's promissory note, deed of trust and other documents as appropriate shall incorporate and implement the following additional terms: (i) the maximum interest rate specified in paragraph 3C shall be the actual fixed interest rate for Seller financing; (ii) deed of trust shall contain a REQUEST FOR NOTICE OF DEFAULT on senior loans; (iii) Buyer shall sign and pay for a REQUEST FOR NOTICE OF DELINQUENCY prior to Close Of Escrow and at any future time if requested by Seller; (iv) note and deed of trust shall contain an acceleration clause making the loan due, when permitted by law and at Seller's option, upon the sale or transfer of the Property or any interest in it; (v) note shall contain a late charge of 6% of the installment due (or _____) if the installment is not received within 10 days of the date due; (vi) title insurance coverage in the form of a joint protection policy shall be provided insuring Seller's deed of trust interest in the Property (any increased cost over owner's policy shall be paid by Buyer); and (vii) tax service shall be obtained and paid for by Buyer to notify Seller if property taxes have not been paid.

(3) ADDED, DELETED OR SUBSTITUTED BUYERS: The addition, deletion or substitution of any person or entity under this Agreement or to title prior to Close Of Escrow shall require Seller's written consent. Seller may grant or withhold consent in Seller's sole discretion. Any additional or substituted person or entity shall, if requested by Seller, submit to Seller the same documentation as required for the original named Buyer. Seller and/or Brokers may obtain a credit report, at Buyer's expense, on any such person or entity.

M. ASSUMED OR "SUBJECT TO" FINANCING: Seller represents that Seller is not delinquent on any payments due on any loans. Seller shall, within the time specified in paragraph 19, provide Copies of all applicable notes and deeds of trust, loan balances and current interest rates to Buyer. Buyer shall then, as specified in paragraph 19B(3), remove this contingency or cancel this Agreement. Differences between estimated and actual loan balances shall be adjusted at Close Of Escrow by cash down payment. Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller. Seller is advised that Buyer's assumption of an existing loan may not release Seller from liability on that loan. If this is an assumption of a VA Loan, the sale is contingent upon Seller being provided a release of liability and substitution of eligibility, unless otherwise agreed in writing. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

4. ALLOCATION OF COSTS (If checked): Unless otherwise specified in writing, this paragraph only determines who is to pay for the inspection, test or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.

A. INSPECTIONS AND REPORTS:

- (1) Buyer Seller shall pay to have existing septic or private sewage disposal system, if any, inspected _____
- (2) Buyer Seller shall pay for costs of testing to determine the suitability of soil for sewage disposal _____
- (3) Buyer Seller shall pay to have existing wells, if any, tested for water potability and productivity _____

Buyer's Initials (ML) (_____)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



Property: 3744 Pacific Coast Highway, Torrance CA 90503

Date March 18, 2011

(4) Buyer Seller shall pay to have Property corners identified _____

(5) Buyer Seller shall pay for a natural hazard zone disclosure report prepared by _____

(6) Buyer Seller shall pay for the following inspection or report _____

(7) Buyer Seller shall pay for the following inspection or report _____

B. ESCROW AND TITLE:

(1) Buyer Seller shall pay escrow fee each pay their own fees
Escrow Holder shall be Chicago Title

(2) Buyer Seller shall pay for owner's title insurance policy specified in paragraph 15E _____
Owner's title policy to be issued by USA or Seller's choice
(Buyer shall pay for any title insurance policy insuring Buyer's Lender, unless otherwise agreed in writing.)

C. OTHER COSTS:

(1) Buyer Seller shall pay County transfer tax or transfer fee _____

(2) Buyer Seller shall pay City transfer tax or transfer fee _____

(3) Buyer Seller shall pay Homeowners' Association ("HOA") transfer fees _____

(4) Buyer Seller shall pay HOA document preparation fees _____

(5) Buyer Seller shall pay for _____

(6) Buyer Seller shall pay for _____

5. **POSSESSION AND KEYS:** Possession shall be delivered to Buyer at 5PM or _____ AM PM, on the date of Close Of Escrow; on _____ ; or no later than _____ Days After Close Of Escrow. The Property shall be unoccupied, unless otherwise agreed in writing. Seller shall provide keys and/or means to operate all Property locks. If Property is located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

6. STATUTORY DISCLOSURES AND CANCELLATION RIGHTS:

A. **NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in paragraph 19, deliver to Buyer if required by Law: (i) earthquake guides (and questionnaire) and environmental hazards booklet; (ii) disclose if the Property is located in a Special Flood Hazard Area, Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

B. **WITHHOLDING TAXES:** Within the time specified in paragraph 19A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).

C. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.

7. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE:

A. Within the time specified in paragraph 19, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:

- (1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
- (2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§51200-51295).
- (3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
- (4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code §3482.5 and §3482.6).
- (5) **ENDANGERED SPECIES:** Presence of endangered, threatened, 'candidate' species, or wetlands on the Property.
- (6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
- (7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
- (8) **LANDLOCKED:** The absence of legal or physical access to the Property.
- (9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements or similar matters that may affect the Property.
- (10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
- (11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
- (12) **EARTHQUAKE DAMAGE:** Major damage to the Property or any of the structures from fire, earthquake, floods, or landslides.
- (13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
- (14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.

B. **RENTAL AND SERVICE AGREEMENTS:** Within the time specified in paragraph 19, Seller shall make available to Buyer for inspection and review, all current leases, rental agreements, service contracts and other related agreements, licenses, and permits pertaining to the operation or use of the Property.

C. **TENANT ESTOPPEL CERTIFICATES:** (If checked) Within the time specified in paragraph 19, Seller shall deliver to Buyer tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist, and (iii) stating the amount of any prepaid rent or security deposit.

D. **MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in paragraph 19, Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly deliver to Buyer any such notice obtained.

Buyer's Initials (NC) (_____)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



8. CONDOMINIUM/PLANNED UNIT DEVELOPMENT DISCLOSURES:

- A. SELLER HAS: 7 (or _____) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form VLQ).
- B. If the Property is a condominium, or located in a planned unit development or other common interest subdivision, Seller has 3 (or _____) Days After Acceptance to request from the HOA (C.A.R. Form HOA): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures") and (vi) the following if Seller has actual knowledge: (a) any material defects in the condition of common area (such as pools, tennis courts, walkways or other areas co-owned in undivided interest with other); and (b) possible lack of compliance with HOA requirements. Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3).

9. SUBSEQUENT DISCLOSURES: In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.

10. CHANGES DURING ESCROW:

- A. Prior to Close Of Escrow, Seller may engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 19: (i) rent or lease any part of the premises; (ii) alter, modify or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.
- B. At least 7 (or _____) Days prior to any Proposed Changes, Seller shall give written notice to Buyer of such Proposed Changes.

11. ITEMS INCLUDED AND EXCLUDED:

- A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 11B or C.
- B. ITEMS INCLUDED IN SALE:
 - (1) All EXISTING fixtures and fittings that are attached to the Property;
 - (2) The following items: _____
 - (3) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.
 - (4) All items included shall be transferred free of liens and without Seller warranty.
- C. ITEMS EXCLUDED FROM SALE: _____

12. CONDITION OF PROPERTY: Unless otherwise agreed: (i) the Property is sold (a) in its PRESENT physical ("as-is") condition as of the date of Acceptance and (b) subject to Buyer Investigation rights; (ii) the Property is to be maintained in substantially the same condition as of the date of Acceptance and (iii) (If checked) All debris and personal property not included in the sale shall be removed by Seller by Close Of Escrow.

- A. SELLER SHALL, within the time specified in paragraph 19, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS AFFECTING THE PROPERTY AND MAKE ALL OTHER DISCLOSURES REQUIRED BY LAW.
- B. Buyer has the right to inspect the Property and, as specified in paragraph 19B, based upon information discovered in those inspections: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
- C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.

13. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 19B. Within the time specified in paragraph 19B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 19B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. Buyer indemnity and Seller protection for entry upon property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs of Buyer's Investigations. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination or cancellation of this Agreement and Close Of Escrow.

Buyer's Initials (NE) (_____)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN THIS PARAGRAPH 13, UNLESS OTHERWISE AGREED IN WRITING.

- E. **SIZE, LINES, ACCESS AND BOUNDARIES:** Lot size, property lines, legal or physical access and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements or similar matters that may affect the Property. (Fences, hedges, walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
- F. **ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)
- G. **UTILITIES AND SERVICES:** Availability, costs, restrictions and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV and drainage.
- H. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic or otherwise), fungus or similar contaminant, materials, products or conditions.
- I. **GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including any slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
- J. **NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Fire Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- K. **PROPERTY DAMAGE:** Major damage to the Property or any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides or other causes.
- L. **NEIGHBORHOOD, AREA AND PROPERTY CONDITIONS:** Neighborhood or area conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§51200-51295), Right To Farm Laws (Civil Code §3482.5 and §3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.
- M. **COMMON INTEREST SUBDIVISIONS: OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
- N. **SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community Facilities Act or Improvement Bond Act of 1915.
- O. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants and the right of a landlord to terminate a tenancy.
- P. **MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.

14. **SELLER DISCLOSURES; ADDENDA; ADVISORIES; OTHER TERMS:**

- A. **Seller Disclosures (if checked):** Seller shall, within the time specified in paragraph 19A, complete and provide Buyer with a:
 - Seller Vacant Land Questionnaire (C.A.R. Form VLQ)
- B. **Addenda (if checked):**
 - Addendum # 1 (C.A.R. Form ADM)
 - Wood Destroying Pest Inspection and Allocation of Cost Addendum (C.A.R. Form WPA)
 - Purchase Agreement Addendum (C.A.R. Form PAA) Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)
 - Short Sale Addendum (C.A.R. Form SSA) Other (C.A.R. Form SFA)
- C. **Advisories (If checked):**
 - Probate Advisory (C.A.R. Form PAK) Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
 - Trust Advisory (C.A.R. Form TA) REO Advisory (C.A.R. Form REO)
- D. **Other Terms:**

Buyer's Initials (NC) (_____)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



15. TITLE AND VESTING:

- A. Within the time specified in paragraph 19, Buyer shall be provided a current preliminary title report, which shall include a search of the General Index, Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information. The preliminary report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the preliminary report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 19B.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 19, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E. Buyer shall receive a standard coverage owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, survey requirements, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay any increase in cost.

16. SALE OF BUYER'S PROPERTY:

- A. This Agreement is NOT contingent upon the sale of any property owned by Buyer.
- OR B. (If checked) The attached addendum (C.A.R. Form COP) regarding the contingency for the sale of property owned by Buyer is incorporated into this Agreement.

17. **MANUFACTURED HOME PURCHASE** (If checked): The purchase of the Property is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow. Buyer has has not entered into a contract for the purchase of a personal property manufactured home. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement, (OR, if checked, this contingency shall remain in effect until the Close Of Escrow of the Property).

18. **CONSTRUCTION LOAN FINANCING** (If checked): The purchase of the Property is contingent upon Buyer obtaining a construction loan. A draw from the construction loan will will not be used to finance the Property. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement (or, if checked, this contingency shall remain in effect until Close Of Escrow of the Property).

19. **TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

A. **SELLER HAS: 7** (or _____) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 3M, 4, 6A and B, 7, 8A, 12A, 14A and B, and 15. Buyer may give Seller a Notice to Seller to Perform (C.A.R. Form NSP) if Seller has not Delivered the items within the time specified.

B. (1) **BUYER HAS: 17** (or _____) Days After Acceptance, unless otherwise agreed in writing, to complete all Buyer Investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and approve all other matters affecting the Property (including lead-based paint and lead-based paint hazards as well as other information specified in paragraph 6 and insurability of Buyer and the Property).

(2) Within the time specified in 19B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests.

(3) Within the time specified in 19B(1) (or as otherwise specified in this Agreement), Buyer shall, Deliver to Seller either (i) a removal of the applicable contingency (C.A.R. Form CR), or (ii) a cancellation (C.A.R. Form CC) of this Agreement based upon a remaining contingency or Seller's failure to Deliver the specified items. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in 19A, then Buyer has 5 (or _____) Days After Delivery of any such items, or the time specified in 19B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

(4) **Continuation of Contingency:** Even after the end of the time specified in 19B(1) and before Seller cancels this Agreement, if at all, pursuant to 19C, Buyer retains the right to either (i) in writing remove remaining contingencies, or (ii) cancel this Agreement based upon a remaining contingency or Seller's failure to Deliver the specified items. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to 19C(1).

C. **SELLER RIGHT TO CANCEL:**

(1) **Seller right to Cancel; Buyer Contingencies:** If, within the time specified in this Agreement, Buyer does not, in writing, Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP) may cancel this Agreement. In such event, Seller shall authorize return of Buyer's deposit.

(2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first Delivering to Buyer a NBP may cancel this Agreement for any of the following reasons: (i) if Buyer fails to deposit funds as required by 3A or 3B; (ii) if the funds deposited pursuant to 3A or 3B are not good when deposited; (iii) if Buyer fails to Deliver a letter as required by 3H; (iv) if Buyer fails to Deliver verification as required by 3G or 3J; or (v) if Seller reasonably disapproves of the verification provided by 3G or 3J or the credit report or supporting documentation pursuant to 3M. In such event, Seller shall authorize return of Buyer's deposit.

(3) **Notice To Buyer To Perform:** The NBP shall: (i) be in writing; (ii) be signed by Seller; and (iii) give Buyer at least 2 (or _____) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet an obligation specified in 19C(2).

D. **EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall with regard to that contingency or cancellation right conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections or for inability to obtain financing.

Buyer's Initials (HL) (_____)

Seller's Initials (_____) (_____)



Property: 3744 Pacific Coast Highway, Torrance CA 90503Date: March 18, 2011

- E. **CLOSE OF ESCROW:** Before Seller or Buyer may cancel this Agreement for failure of the other party to close escrow pursuant to this Agreement, Seller or Buyer must first give the other a demand to close escrow (C.A.R. Form DCE).
- F. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, Buyer and Seller agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Release of funds will require mutual Signed release instructions from Buyer and Seller, judicial decision or arbitration award.
20. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final inspection of the Property within 5 (or _____) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 12; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. FORM VP).
21. **ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.
22. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are a current lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are a current lien but not yet due. The Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller. See C.A.R. Form SPT or SBSA for further information. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
23. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
24. **MULTIPLE LISTING SERVICE/PROPERTY DATA SYSTEM:** If Broker is a participant of a Multiple Listing Service ("MLS") or Property Data System ("PDS"), Broker is authorized to report to the MLS or PDS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be produced to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS or PDS.
25. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
26. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 31A.
27. **DEFINITIONS:** As used in this Agreement:
- A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a party and is delivered to and personally received by the other party or that party's authorized agent in accordance with the terms of this offer or a final counter offer.
- B. "C.A.R. Form" means the specific form referenced or another comparable form agreed to by the parties.
- C. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded.
- D. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
- E. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
- F. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
- G. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
- H. "Deliver", "Delivered" or "Delivery", regardless of the method used (i.e. messenger, mail, email, fax, other), means and shall be effective upon (i) personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in paragraph D of the section titled Real Estate Brokers on page 8; OR (ii) if checked, per the attached addendum (C.A.R. Form RDN).
- I. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other party.
- J. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- K. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- L. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
28. **BROKERS:**
- A. **BROKER COMPENSATION** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.

Buyer's Initials (MC) (_____)

Seller's Initials (_____) (_____)

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VLPA REVISED 4/10 (PAGE 7 OF 10)

Reviewed by _____ Date _____



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B. SCOPE OF BROKER DUTY: Buyer and Seller acknowledge and agree that: Brokers: (i) do not decide what price Buyer should pay or Seller should accept; (ii) do not guarantee the condition of the Property; (iii) do not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) shall not be responsible for identifying defects that are not known to Broker(s); (v) shall not be responsible for inspecting public records or permits concerning the title or use of the Property; (vi) shall not be responsible for identifying location of boundary lines or other items affecting title; (vii) shall not be responsible for verifying square footage, representations of others or information contained in inspection reports, MLS or PDS, advertisements, flyers or other promotional material, unless otherwise agreed in writing; (viii) shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller in the course of this representation; and (ix) shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

29. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow Instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: 1, 3, 4, 6B, 14B and D, 15, 16B, 17, 18, 19F, 22, 27, 28A, 29, 33, 35, and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 28A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out of Buyer's or Seller's funds, or both, as applicable, the respective Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not specifically referenced above in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.

B. A Copy of this Agreement shall be delivered to Escrow Holder within 3 business days after Acceptance (or _____). Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement.

C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 28A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 28A, respectively, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement. Escrow Holder shall immediately notify Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if either Buyer or Seller instruct Escrow Holder to cancel escrow.

D. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 2 business days after mutual execution of the amendment.

30. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award.

Buyer's Initials MC / _____ Seller's Initials _____ / _____

31. DISPUTE RESOLUTION:

A. MEDIATION: Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Buyer and Seller also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 31C.

B. ARBITRATION OF DISPUTES:

Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. Buyer and Seller also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 31C.

Buyer's Initials (MC) (_____)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



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"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials AL / _____ Seller's Initials _____ / _____

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

(1) EXCLUSIONS: The following matters shall be excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions.

(2) BROKERS: Brokers shall not be obligated or compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

32. TERMS AND CONDITIONS OF OFFER:

This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all parties initial such paragraph(s), a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

33. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.

34. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit shall be returned unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by _____ who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or, if checked, by _____ AM PM, on _____ (date)).

Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships.

Date _____
BUYER [Signature]
57 Marquerite Drive LLC
(Print name)

Date _____
BUYER _____

(Print name)

(Address)

Additional Signature Addendum attached (C.A.R. Form ASA).

35. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

(If checked) SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form CO) DATED: _____

Date _____
SELLER _____
City of Torrance
(Print name)

Date _____
SELLER _____

(Print name)

(Address)

Additional Signature Addendum attached (C.A.R. Form ASA).

(_____ / _____) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____ AM PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; It is solely intended to evidence the date that Confirmation of Acceptance has occurred.

Buyer's Initials (AL) (_____)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



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REAL ESTATE BROKERS:

A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
 B. Agency relationships are confirmed as stated in paragraph 2.
 C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.
 D. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii) (if checked) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker. Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) na DRE Lic. # _____
 By _____ DRE Lic. # _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) na DRE Lic. # _____
 By _____ DRE Lic. # _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____), counter offer(s) numbered _____ Seller's Statement of Information and Other _____, and agrees to act as Escrow Holder subject to paragraph 29 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions, if any.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____
 By _____ Date _____
 Address _____
 Phone/Fax/E-mail _____
 Escrow Holder is licensed by the California Department of Corporations, Insurance, Real Estate. License # _____

PRESENTATION OF OFFER: (_____) Listing Broker presented this offer to Seller on _____ (date).
 Broker or Designee Initials _____

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
 Seller's Initials _____

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 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____





CALIFORNIA ASSOCIATION OF REALTORS®

SELLER FINANCING ADDENDUM AND DISCLOSURE

(California Civil Code §§2956-2967)

(C.A.R. Form SFA, Revised 10/02)

This is an addendum to the [] Residential Purchase Agreement, [] Counter Offer, or [X] Other VLPA ("Agreement"), dated March 18, 2011

On property known as 3744 Pacific Coast Highway, Los Angeles ("Property"), between 57 Marquerite Drive LLC ("Buyer"), and City of Torrance ("Seller").

Seller agrees to extend credit to Buyer as follows:

- 1. PRINCIPAL; INTEREST; PAYMENT; MATURITY TERMS: [X] Principal amount \$ 206,250.00, interest at 5.000 % per annum, payable at approximately \$ 859.38 per [X] month, [] year, or [] other, remaining principal balance due in 2 years.
2. LOAN APPLICATION; CREDIT REPORT: Within 5 (or []) Days After Acceptance: (a) Buyer shall provide Seller a completed loan application on a form acceptable to Seller...
3. CREDIT DOCUMENTS: This extension of credit by Seller will be evidenced by: [X] Note and deed of trust; [] All-inclusive note and deed of trust; [] installment land sale contract; [] Lease/option (when parties intend transfer of equitable title); OR [] Other (specify)

THE FOLLOWING TERMS APPLY ONLY IF CHECKED. SELLER IS ADVISED TO READ ALL TERMS, EVEN THOSE NOT CHECKED, TO UNDERSTAND WHAT IS OR IS NOT INCLUDED, AND, IF NOT INCLUDED, THE CONSEQUENCES THEREOF.

- 4. [X] LATE CHARGE: If any payment is not made within 10 Days After it is due, a late charge of either \$ 6.000 % of the installment due, may be charged to Buyer.
5. [X] BALLOON PAYMENT: The extension of credit will provide for a balloon payment, in the amount of \$ 206,250.00, plus any accrued interest, which is due on (date).
6. [] PREPAYMENT: If all or part of this extension of credit is paid early, Seller may charge a prepayment penalty as follows (if applicable):
7. [] DUE ON SALE: If any interest in the Property is sold or otherwise transferred, Seller has the option to require immediate payment of the entire unpaid principal balance, plus any accrued interest.
8.* [] REQUEST FOR COPY OF NOTICE OF DEFAULT: A request for a copy of Notice of Default as defined in California Civil Code §2924e will be recorded. If not, Seller is advised to consider recording a Request for Notice of Default.
9.* [] REQUEST FOR NOTICE OF DELINQUENCY: A request for Notice of Delinquency, as defined in California Civil Code §2924e, to be signed and paid for by Buyer, will be made to senior leinholders. If not, Seller is advised to consider making a Request for Notice of Delinquency. Seller is advised to check with senior leinholders to verify whether they will honor this request.
10.* [] TAX SERVICE: A. If property taxes on the Property become delinquent, tax service will be arranged to report to Seller. If not, Seller is advised to consider retaining a tax service, or to otherwise determine that property taxes are paid. B. [] Buyer, [] Seller, shall be responsible for the initial and continued retention of, and payment for, such tax service.
11. [] TITLE INSURANCE: Title insurance coverage will be provided to both Seller and Buyer, insuring their respective interests in the Property. If not, Buyer and Seller are advised to consider securing such title insurance coverage.
12. [] HAZARD INSURANCE: A. The parties' escrow holder or insurance carrier will be directed to include a loss payee endorsement, adding Seller to the Property insurance policy. If not, Seller is advised to secure such an endorsement, or acquire a separate insurance policy. B. Property insurance does not include earthquake or flood insurance coverage, unless checked: [] Earthquake insurance will be obtained; [] Flood insurance will be obtained.
13. [] PROCEEDS TO BUYER: Buyer will receive cash proceeds at the close of the sale transaction. The amount received will be approximately \$ from (Indicate source of proceeds). Buyer represents that the purpose of such disbursement is as follows:
14. [] NEGATIVE AMORTIZATION; DEFERRED INTEREST: Negative amortization results when Buyer's periodic payments are less than the amount of interest earned on the obligation. Deferred interest also results when the obligation does not require periodic payments for a period of time. In either case, interest is not payable as it accrues. This accrued interest will have to be paid by Buyer at a later time, and may result in Buyer owing more on the obligation than at its origination. The credit being extended to Buyer by Seller will provide for negative amortization or deferred interest as indicated below. (Check A, B, or C. CHECK ONE ONLY.)
[] A. All negative amortization or deferred interest shall be added to the principal (e.g., annually, monthly, etc.) and thereafter shall bear interest at the rate specified in the credit documents (compound interest);
OR [] B. All deferred interest shall be due and payable, along with principal, at maturity;
OR [] C. Other

*(For Paragraphs 8-10) In order to receive timely and continued notification, Seller is advised to record appropriate notices and/or to notify appropriate parties of any change in Seller's address.

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SFA REVISED 10/02 (PAGE 1 OF 3)

Buyer's Initials ([Signature]) ()
Seller's Initials () ()

Reviewed by _____ Date _____



SELLER FINANCING ADDENDUM AND DISCLOSURE (SFA PAGE 1 OF 3)

Agent: Raju Chhabria Phone: 310.379.2167 Fax: 310.798.3122 Prepared using zipForm® software
Broker: Shorewood Realtors, Inc. 500 S Sepulveda Blvd #303 Manhattan Beach, CA 90266

Property Address: 3744 Pacific Coast Highway, Los Angeles Date: _____

- 15. **ALL-INCLUSIVE DEED OF TRUST; INSTALLMENT LAND SALE CONTRACT:** This transaction involves the use of an all-inclusive (or wraparound) deed of trust or an installment land sale contract. That deed of trust or contract shall provide as follows:
 - A. In the event of an acceleration of any senior encumbrance, the party responsible for payment, or for legal defense is: Buyer Seller; OR Is not specified in the credit or security documents.
 - B. In the event of the prepayment of a senior encumbrance, the responsibilities and rights of Buyer and Seller regarding refinancing, prepayment penalties, and any prepayment discounts are: _____; OR Are not specified in the documents evidencing credit.
 - C. Buyer will make periodic payments to _____ (Seller, collection agent, or any neutral third party), who will be responsible for disbursing payments to the payee(s) on the senior encumbrance(s) and to Seller. NOTE: The Parties are advised to designate a neutral third party for these purposes.
- 16. **TAX IDENTIFICATION NUMBERS:** Buyer and Seller shall each provide to each other their Social Security Numbers or Taxpayer Identification Numbers.
- 17. **OTHER CREDIT TERMS:** _____
- 18. **RECORDING:** The documents evidencing credit (paragraph 3) will be recorded with the county recorder where the Property is located. If not, Buyer and Seller are advised that their respective interests in the Property may be jeopardized by intervening liens, judgments, encumbrances, or subsequent transfers.
- 19. **JUNIOR FINANCING:** There will be additional financing, secured by the Property, junior to this Seller financing. Explain: _____

20. **SENIOR LOANS AND ENCUMBRANCES:** The following information is provided on loans and/or encumbrances that will be senior to Seller financing. NOTE: The following are estimates, unless otherwise marked with an asterisk (*). If checked: A separate sheet with information on additional senior loans/encumbrances is attached.

	1st	2nd
A. Original Balance	\$ _____	\$ _____
B. Current Balance	\$ _____	\$ _____
C. Periodic Payment (e.g. \$100/month):	\$ _____	\$ _____ / _____
Including Impounds of:	\$ _____	\$ _____ / _____
D. Interest Rate (per annum)	_____ %	_____ %
E. Fixed or Variable Rate:	_____	_____
If Variable Rate: Lifetime Cap (Ceiling)	_____	_____
Indicator (Underlying Index)	_____	_____
Margins	_____	_____
F. Maturity Date	_____	_____
G. Amount of Balloon Payment	\$ _____	\$ _____
H. Date Balloon Payment Due	_____	_____
I. Potential for Negative Amortization? (Yes, No, or Unknown)	_____	_____
J. Due on Sale? (Yes, No, or Unknown)	_____	_____
K. Pre-payment penalty? (Yes, No, or Unknown)	_____	_____
L. Are payments current? (Yes, No, or Unknown)	_____	_____

21. **BUYER'S CREDITWORTHINESS:** (CHECK EITHER A OR B. Do not check both.) In addition to the loan application, credit report and other information requested under paragraph 2:

- A. No other disclosure concerning Buyer's creditworthiness has been made to Seller;
 - OR B. The following representations concerning Buyer's creditworthiness are made by Buyer(s) to Seller:
- | | |
|---|--|
| Borrower
1. Occupation _____
2. Employer _____
3. Length of Employment _____
4. Monthly Gross Income _____
5. Other _____ | Co-Borrower
1. Occupation _____
2. Employer _____
3. Length of Employment _____
4. Monthly Gross Income _____
5. Other _____ |
|---|--|

22. **ADDED, DELETED OR SUBSTITUTED BUYERS:** The addition, deletion or substitution of any person or entity under this Agreement or to title prior to close of escrow shall require Seller's written consent. Seller may grant or withhold consent in Seller's sole discretion. Any additional or substituted person or entity shall, if requested by Seller, submit to Seller the same documentation as required for the original named Buyer. Seller and/or Brokers may obtain a credit report, at Buyer's expense, on any such person or entity.

Buyer's Initials (ML) (_____)
 Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



Property Address: 3744 Pacific Coast Highway, Los Angeles Date: _____

23. CAUTION:

- A. If the Seller financing requires a balloon payment, Seller shall give Buyer written notice, according to the terms of Civil Code §2966, at least 90 and not more than 150 days before the balloon payment is due if the transaction is for the purchase of a dwelling for not more than four families.
- B. If any obligation secured by the Property calls for a balloon payment, Seller and Buyer are aware that refinancing of the balloon payment at maturity may be difficult or impossible, depending on conditions in the conventional mortgage marketplace at that time. There are no assurances that new financing or a loan extension will be available when the balloon prepayment, or any prepayment, is due.
- C. If any of the existing or proposed loans or extensions of credit would require refinancing as a result of a lack of full amortization, such refinancing might be difficult or impossible in the conventional mortgage marketplace.
- D. In the event of default by Buyer: (1) Seller may have to reinstate and/or make monthly payments on any and all senior encumbrances (including real property taxes) in order to protect Seller's secured interest; (2) Seller's rights are generally limited to foreclosure on the Property, pursuant to California Code of Civil Procedure §580b; and (3) the Property may lack sufficient equity to protect Seller's interests if the Property decreases in value.

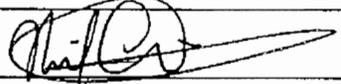
If this three-page Addendum and Disclosure is used in a transaction for the purchase of a dwelling for not more than four families, it shall be prepared by an Arranger of Credit as defined in California Civil Code §2957(a). (The Arranger of Credit is usually the agent who obtained the offer.)

Arranger of Credit - (Print Firm Name) _____ By _____ Date _____

Address _____ City _____ State _____ Zip _____

Phone _____ Fax _____

BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT BROKERS: (A) WILL NOT PROVIDE LEGAL OR TAX ADVICE; (B) WILL NOT PROVIDE OTHER ADVICE OR INFORMATION THAT EXCEEDS THE KNOWLEDGE, EDUCATION AND EXPERIENCE REQUIRED TO OBTAIN A REAL ESTATE LICENSE; OR (C) HAVE NOT AND WILL NOT VERIFY ANY INFORMATION PROVIDED BY EITHER BUYER OR SELLER. BUYER AND SELLER AGREE THAT THEY WILL SEEK LEGAL, TAX, AND OTHER DESIRED ASSISTANCE FROM APPROPRIATE PROFESSIONALS. BUYER AND SELLER ACKNOWLEDGE THAT THE INFORMATION EACH HAS PROVIDED TO THE ARRANGER OF CREDIT FOR INCLUSION IN THIS DISCLOSURE FORM IS ACCURATE. BUYER AND SELLER FURTHER ACKNOWLEDGE THAT EACH HAS RECEIVED A COMPLETED COPY OF THIS DISCLOSURE FORM.

Buyer  57 Marguerite Drive LLC Date _____
 (signature)

Address _____ City _____ State _____ Zip _____
 Phone _____ Fax _____ E-mail _____

Buyer _____ Date _____
 (signature)

Address _____ City _____ State _____ Zip _____
 Phone _____ Fax _____ E-mail _____

Seller _____ City of Torrance Date _____
 (signature)

Address _____ City _____ State _____ Zip _____
 Phone _____ Fax _____ E-mail _____

Seller _____ Date _____
 (signature)

Address _____ City _____ State _____ Zip _____
 Phone _____ Fax _____ E-mail _____

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Reviewed by _____ Date _____





CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM

(C.A.R. Form ADM, Revised 10/01)

No. 1

The following terms and conditions are hereby incorporated in and made a part of the Residential Purchase Agreement, Manufactured Home Purchase Agreement, Business Purchase Agreement, Residential Lease or Month-to-Month Rental Agreement, Vacant Land Purchase Agreement, Residential Income Property Purchase Agreement, Commercial Property Purchase Agreement, other _____

dated March 18, 2011, on property known as 3744 Pacific Coast Highway

in which 57 Marguerite Drive LLC is referred to as ("Buyer/Tenant") and City of Torrance is referred to as ("Seller/Landlord")

- 1. Said purchase is for both parcels LESS the square footage dedicated to the City of Torrance from parcel #7534-001-005. Legal description to be provided in escrow.
- 2. Buyer is a real estate licensee.
- 3. Buyer to demolish existing car wash structure and building located on the subject property prior to the close of escrow.
- 4. Buyer is aware that the close of escrow is contingent upon certain easements being reserved in favor of the City of Torrance over/across or affecting the subject property. The easements will be prepared and recorded at the expense of the Seller.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____

Date _____

Buyer/Tenant
57 Marguerite Drive LLC

Seller/Landlord City of Torrance

Buyer/Tenant _____

Seller/Landlord _____

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Reviewed by _____
Broker or Designee _____ Date _____



Council Meeting of
June 24, 2008

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

Members of the Council:

SUBJECT: City Manager – Sale of Real Property: \$303,025.00

RECOMMENDATION

Recommendation of the City Manager that the City Council authorize the Mayor to Execute and the City Clerk to Attest to all documents associated with the sale of City-owned property located at the southeast corner of Pacific Coast Highway and Hawthorne Boulevard to Raju Chhabria in the amount of \$303,025.00 while retaining certain easements for traffic flow purposes.
APN 7534-001-900

Funding

No funding is required; if approved, the sale will generate \$303,025.00.

BACKGROUND

The subject property was purchased in 1997 to address the issues at the intersection of Pacific Coast Highway and Hawthorne. The property was to be used to enhance right turn capacity northbound Hawthorne to eastbound Pacific Coast Highway and to create an acceleration lane eastbound onto Pacific Coast Highway. The purchase was done to use in conjunction with the adjacent property, if redeveloped, to continue the acceleration lane.

The adjacent property has a closed carwash located on the premises that has been inoperable for many years. Currently the property is in escrow and the purchaser has contacted the City for an easement or purchase of the City-owned area. The purchase request takes into consideration the right turn channel and acceleration lane as part of their overall proposal.

ANALYSIS

The City's property is approximately 6,540 square feet and the cost to purchase in 1997 was \$239,000 or \$36.00 per square foot (psf). The residual portion of the property after the traffic enhancements would be approximately 3565 square feet; this is the area that has been utilized to establish value for the purchase.

The property adjacent to the City's parcel is in escrow for a land value of \$110 psf. The City had gone to bid to enhance this corner with landscaping; the bid amount was \$24,439.30. If the purchase moves forward, the \$24,439.30 would not be expended and the City would not be required to maintain the property.

The proposed traffic improvements would leave a residual parcel that would be difficult or impossible to use as a stand alone property for development. Staff has negotiated a sale price for the property at \$85.00 per square foot for the area not set aside for a street easement. The entire parcel would be transferred in fee with the easements for street recorded against the property as part of the escrow.

The sale of the property with easements meets the goal of the property acquisition in 1997; traffic flow enhancements. Approval of this transaction does not give tacit approval of the proposed project on the former carwash site, the project will be reviewed through the normal planning process with Planning Commission review and if required, City Council review.

Respectfully submitted,

LeROY J. JACKSON
City Manager



By: Brian K. Sunshine
Assistant to the City Manager

CONCUR:



LeRoy J. Jackson
City Manager

Attachment: A) Letter dated February 7, 2008
B) Site Map
C) Easement Documents

RAJU CHHABRIA 3

www.RajuSells.com

OFFICE OF THE
CITY MANAGER

08 FEB 13 AM 11:39

February 7, 2008

City of Torrance
City Manager's Office
Attn: Brian Sunshine, Assistant to the City Manager
3031 Torrance Blvd.
Torrance, CA 90503

RE: Property Address: 23670 Hawthorne Blvd., Torrance, CA

Dear Mr. Sunshine,

In reference to our letter dated January 2, 2008, we appreciate the positive response received from the City of Torrance regarding the purchase of the city's surplus land located at 23670 Hawthorne Blvd.

In our meeting with the City of Torrance departments (plot plan meeting) regarding our proposed commercial project, most city officials expressed the need to beautify and enhance this major intersection with an extensive amount of landscaping. We are in agreement with the city officials that professional landscaping will greatly improve the aesthetics of our project from both street sides (Hawthorne Blvd. and PCH).

Therefore, in order to achieve the above objective, we are respectfully requesting the city's cooperation in selling us the surplus land parcel at the very reasonable price of \$85 per sq. ft.

We believe that the addition of this surplus parcel to our project will mutually benefit all parties. If the city is in agreement, please forward the written agreement in order to open escrow. Currently, the plans for our proposed project are in the process of being completed and will be presented to the planning commission at their next meeting.

Thank you again for your time and cooperation in this matter.

Best regards,



Raju Chhabria

Note: Lines and photos are approximate, not to be used for establishing absolute or relative positions.

Parcel Map and Data

Legend

- Address Points
- City Boundary
- Street Names
- Surrounding City Streets

Parks, Libraries and Community Centers

Type

- Community Center
- Library
- Park

Schools

Type

- Elementary Schools
- Elementary Schools- Private
- Middle Schools
- High Schools
- High Schools- Private
- Adult School
- Sumps
- Parcels

2006 Color Aerial Photos

RGB

- Red: Band_1
- Green: Band_2
- Blue: Band_3

Parcel Data

Selected parcel:

Parcel Number	7534 001-900
Site Address	3744 PACIFIC COAST HWY
Owner	TORRANCE CITY
Owner Mailing Address	3031 TORRANCE BLVD
Mailing City and State	TORRANCE CA
Mailing Zip Code	90503
IRIS Land Use	100V
Zoning	H-PCH
Zoning Overlay	
General Plan Designation	C-GEN
Total Impr. Value	0
Total Land SF	0
Census Tract	
Legal Desc.	MEADOW PARK TRACT LEGAL DESC SEE

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,

do(es) hereby grant to the CITY OF TORRANCE, a municipal corporation, of Los Angeles County, State of California, an easement for public **STREET AND HIGHWAY** 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:

SEE ATTACHED EXHIBITS "A" AND "B"

Dated this _____ day of _____ 20__.

Sign: _____

Print: _____

(All signatures must be notarized)

Sign: _____

Print: _____

Owner's Address: _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

ON _____ BEFORE ME, _____

A NOTARY PUBLIC, PERSONALLY APPEARED _____

¹ 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 PERSONS(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 _____

This acknowledgment is attached to the following document:

Title of Document: _____

Number of Pages: _____

Dated: _____

EXHIBIT "A"

A PORTION OF LOT 32, MEADOW PARK TRACT, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15 PAGE 60 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF HAWTHORNE AVENUE, 50 FEET WIDE, (FORMERLY GRAND VIEW AVENUE AND CURRENTLY KNOWN AS HAWTHORNE BOULEVARD), AS SAID AVENUE IS SHOWN ON MAP OF SAID MEADOW PARK TRACT, DISTANT THEREON SOUTH $00^{\circ}13'06''$ WEST 30 FEET FROM THE INTERSECTION OF SAID EASTERLY LINE WITH THE SOUTHWESTERLY LINE OF THAT CERTAIN STATE HIGHWAY, 100 FEET WIDE, DESCRIBED AS PARCEL NO. 1 IN DEED RECORDED IN BOOK 12693 PAGE 231, OFFICIAL RECORDS; THENCE SOUTH $89^{\circ}46'54''$ EAST 25 FEET; THENCE NORTH $00^{\circ}13'06''$ EAST 15 FEET; THENCE NORTHEASTERLY TO THE SOUTHWESTERLY LINE OF SAID STATE HIGHWAY, DISTANT THEREON SOUTH $64^{\circ}42'54''$ EAST 30 FEET FROM THE EASTERLY LINE OF SAID HAWTHORNE AVENUE; THENCE SOUTH $64^{\circ}42'54''$ EAST 121.15 FEET TO A 2 INCH IRON PIPE; THENCE SOUTH $25^{\circ}17'06''$ WEST 45.25 FEET TO A POINT IN A LINE WHICH BEARS SOUTH $89^{\circ}46'54''$ EAST FROM A POINT IN THE EASTERLY LINE OF SAID HAWTHORNE AVENUE, DISTANT THEREON SOUTH $00^{\circ}13'06''$ WEST 75 FEET FROM THE POINT OF BEGINNING; THENCE NORTH $89^{\circ}46'54''$ WEST 117.76 FEET TO THE EASTERLY LINE OF SAID HAWTHORNE AVENUE 50 FEET WIDE; THENCE ALONG SAID EASTERLY LINE NORTH $00^{\circ}13'06''$ EAST 75 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE LAND LYING SOUTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LAND; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LAND A DISTANCE OF 10 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT 60 FEET FROM THE CENTERLINE OF SAID STATE HIGHWAY (KNOWN AS PACIFIC COAST HIGHWAY) TO THE TRUE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 23.81 FEET TO A POINT OF TANGENCY WITH A CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 102.63 FEET (SAID CURVE HAVING A RADIUS OF 55 FEET AND A CENTRAL ANGLE OF $106^{\circ}54'41''$) TO A POINT ON THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PROPERTY AND DISTANT 33.38 FEET FROM THE EASTERLY LINE OF SAID HAWTHORNE AVENUE.

SEE ATTACHED EXHIBIT "B"

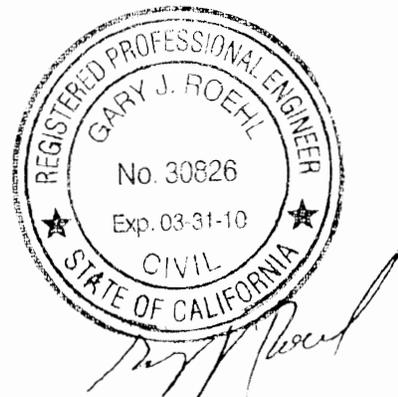
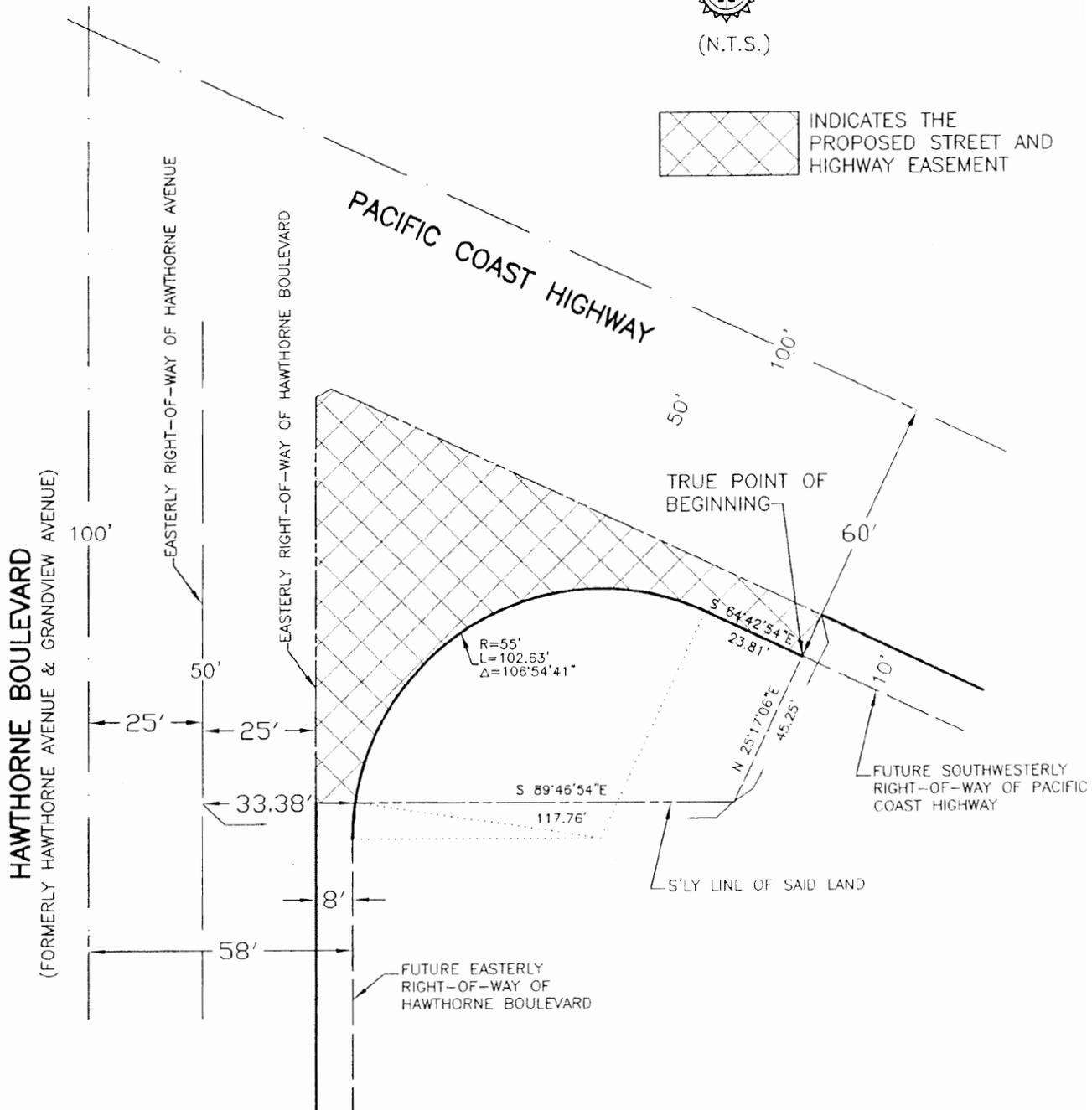


EXHIBIT "B"



(N.T.S.)

 INDICATES THE PROPOSED STREET AND HIGHWAY EASEMENT



Council Meeting of
April 14, 2009

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

Members of the Council:

SUBJECT: City Manager – Sale of Real Property: \$65,000

RECOMMENDATION

Recommendation of the City Manager that the City Council authorize the Mayor to Execute and the City Clerk to Attest to all documents associated with the sale of City-owned property resulting from the partial vacation of 242nd Street.

Funding

No funding is required; if approved, the sale will generate \$65,000.

BACKGROUND

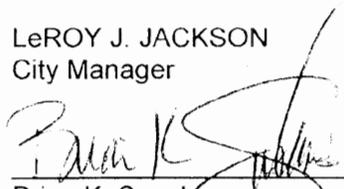
On June 24, 2008, the City Council approved the sale of City-owned property located at Pacific Coast Highway and Hawthorne Boulevard (Attachment C). On March 24, 2009, Your Honorable Body approved the vacation of a portion of 242nd Street as it related to a project approved for development on January 13, 2009 (Attachment D). The item before you this evening will allow the conclusion of this transaction and for escrow on the vacated street as well as the City-owned parcel at Pacific Coast Highway to move forward to conclusion.

ANALYSIS

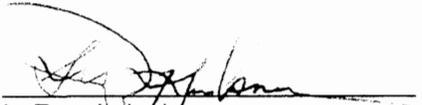
The City owned property that was vacated is approximately 4,528 square feet, the agreed upon price for the sale is \$65,000. The area being purchased will allow the project to move forward and will conclude the City's transactions on this development.

Respectfully submitted,

LeROY J. JACKSON
City Manager

By: 
Assistant to the City Manager

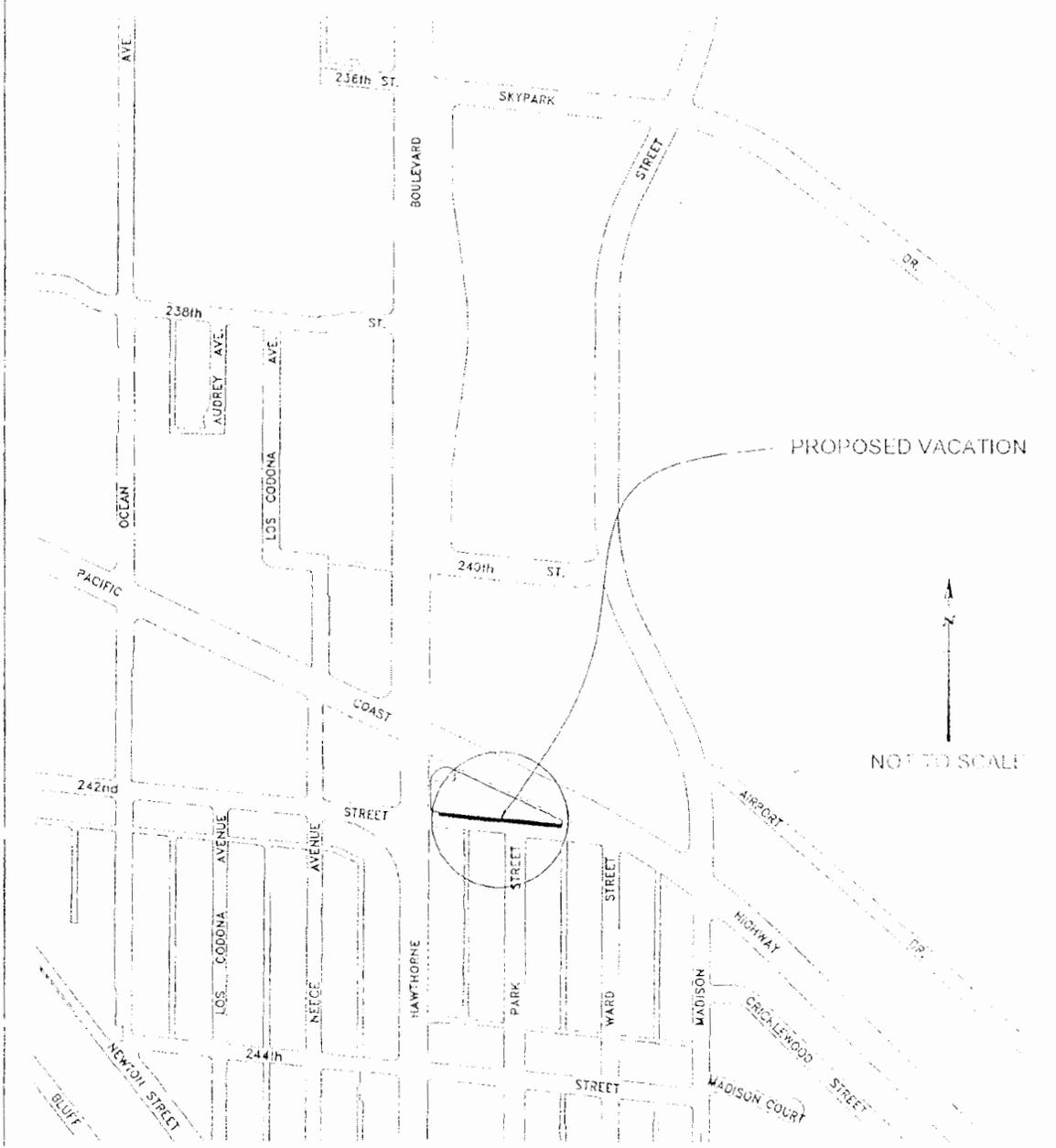
CONCUR:


LeRoy J. Jackson
City Manager

Attachments:

- A) Location map
- B) Site map
- C) Council Item dated June 24, 2008
- D) Council item dated March 24, 2009

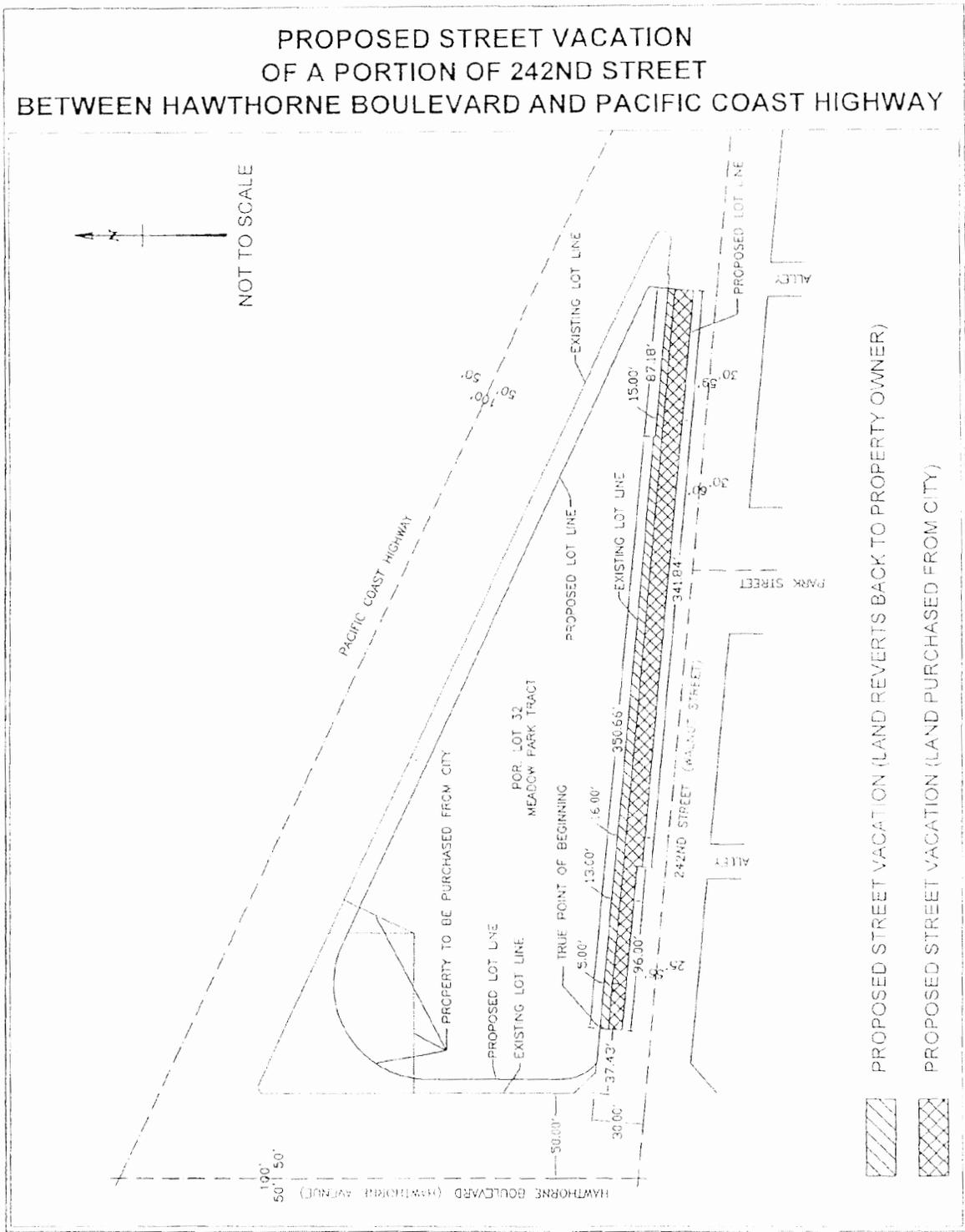
PROPOSED STREET VACATION
OF A PORTION OF 242ND STREET
BETWEEN HAWTHORNE BOULEVARD AND PACIFIC COAST HIGHWAY



CITY OF TORRANCE - COMMUNITY DEVELOPMENT DEPARTMENT

AUG 2008

VICINITY MAP



CITY OF TORRANCE - COMMUNITY DEVELOPMENT DEPARTMENT

AUG 2008

SKETCH

Council Meeting of
June 24, 2008

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

Members of the Council:

SUBJECT: City Manager – Sale of Real Property: \$303,025.00

RECOMMENDATION

Recommendation of the City Manager that the City Council authorize the Mayor to Execute and the City Clerk to Attest to all documents associated with the sale of City-owned property located at the southeast corner of Pacific Coast Highway and Hawthorne Boulevard to Raju Chhabria in the amount of \$303,025.00 while retaining certain easements for traffic flow purposes.

APN 7534-001-900

Funding

No funding is required; if approved, the sale will generate \$303,025.00.

BACKGROUND

The subject property was purchased in 1997 to address the issues at the intersection of Pacific Coast Highway and Hawthorne. The property was to be used to enhance right turn capacity northbound Hawthorne to eastbound Pacific Coast Highway and to create an acceleration lane eastbound onto Pacific Coast Highway. The purchase was done to use in conjunction with the adjacent property, if redeveloped, to continue the acceleration lane.

The adjacent property has a closed carwash located on the premises that has been inoperable for many years. Currently the property is in escrow and the purchaser has contacted the City for an easement or purchase of the City-owned area. The purchase request takes into consideration the right turn channel and acceleration lane as part of their overall proposal.

ANALYSIS

The City's property is approximately 6,540 square feet and the cost to purchase in 1997 was \$239,000 or \$36.00 per square foot (psf). The residual portion of the property after the traffic enhancements would be approximately 3565 square feet; this is the area that has been utilized to establish value for the purchase.

The property adjacent to the City's parcel is in escrow for a land value of \$110 psf. The City had gone to bid to enhance this corner with landscaping; the bid amount was \$24,439.30. If the purchase moves forward, the \$24,439.30 would not be expended and the City would not be required to maintain the property.

The proposed traffic improvements would leave a residual parcel that would be difficult or impossible to use as a stand alone property for development. Staff has negotiated a sale price for the property at \$85.00 per square foot for the area not set aside for a street easement. The entire parcel would be transferred in fee with the easements for street recorded against the property as part of the escrow.

The sale of the property with easements meets the goal of the property acquisition in 1997; traffic flow enhancements. Approval of this transaction does not give tacit approval of the proposed project on the former carwash site, the project will be reviewed through the normal planning process with Planning Commission review and if required, City Council review.

Respectfully submitted

LeROY J. JACKSON
City Manager


By: Brian K. Sunshine
Assistant to the City Manager

CONCUR:


LeRoy J. Jackson
City Manager

Attachment: A) Letter dated February 7, 2008
B) Site Map
C) Easement Documents

RAJU CHHABRIA 3

www.RajuSells.com

Attachment A

OFFICE OF THE
CITY MANAGER

08 FEB 13 AM 11:39

February 7, 2008

City of Torrance
City Manager's Office
Attn: Brian Sunshine, Assistant to the City Manager
3031 Torrance Blvd
Torrance, CA 90503

RE: Property Address: 23670 Hawthorne Blvd., Torrance, CA

Dear Mr. Sunshine,

In reference to our letter dated January 2, 2008, we appreciate the positive response received from the City of Torrance regarding the purchase of the city's surplus land located at 23670 Hawthorne Blvd.

In our meeting with the City of Torrance departments (plot plan meeting) regarding our proposed commercial project, most city officials expressed the need to beautify and enhance this major intersection with an extensive amount of landscaping. We are in agreement with the city officials that professional landscaping will greatly improve the aesthetics of our project from both street sides (Hawthorne Blvd. and PCH).

Therefore, in order to achieve the above objective, we are respectfully requesting the city's cooperation in selling us the surplus land parcel at the very reasonable price of \$85 per sq. ft.

We believe that the addition of this surplus parcel to our project will mutually benefit all parties. If the city is in agreement, please forward the written agreement in order to open escrow. Currently, the plans for our proposed project are in the process of being completed and will be presented to the planning commission at their next meeting.

Thank you again for your time and cooperation in this matter.

Best regards,



Raju Chhabria

Note: Lines and photos are approximate, not to be used for establishing absolute or relative positions.

Parcel Map and Data

Legend

- Address Points
- City Boundary
- Street Names
- Surrounding City Streets

Parks, Libraries and Community Centers

Type

- Community Center
- Library
- Park

Schools

Type

- Elementary Schools
- Elementary Schools- Private
- Middle Schools
- High Schools
- High Schools- Private
- Adult School
- Sumps
- Parcels

2006 Color Aerial Photos

RGB

- Red Band_1
- Green Band_2
- Blue Band_3

Parcel Data

Selected parcel:

Parcel Number	7534 001-900
Site Address	3744 PACIFIC COAST HWY
Owner	TORRANCE CITY
Owner Mailing Address	3031 TORRANCE BLVD
Mailing City and State	TORRANCE CA
Mailing Zip Code	90503
IRIS Land Use	100V
Zoning	H-PCH
Zoning Overlay	
General Plan Designation	C-GEN
Total Impr. Value	0
Total Land SF	0
Census Tract	
Legal Desc.	MEADOW PARK TRACT LEGAL DESC SEE

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,

do(es) hereby grant to the CITY OF TORRANCE, a municipal corporation, of Los Angeles County, State of California, an easement for public **STREET AND HIGHWAY** 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:

SEE ATTACHED EXHIBITS "A" AND "B"

Dated this _____ day of _____ 20____

Sign: _____

Print: _____

(All signatures must be notarized)

Sign: _____

Print: _____

Owner's Address: _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

ON _____ BEFORE ME, _____

A 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 PERSONS(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 _____

This acknowledgment is attached to the following document:

Title of Document: _____

Number of Pages: _____

Dated: _____

EXHIBIT "A"

A PORTION OF LOT 32, MEADOW PARK TRACT, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15 PAGE 60 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF HAWTHORNE AVENUE, 50 FEET WIDE, (FORMERLY GRAND VIEW AVENUE AND CURRENTLY KNOWN AS HAWTHORNE BOULEVARD), AS SAID AVENUE IS SHOWN ON MAP OF SAID MEADOW PARK TRACT, DISTANT THEREON SOUTH $00^{\circ}13'06''$ WEST 30 FEET FROM THE INTERSECTION OF SAID EASTERLY LINE WITH THE SOUTHWESTERLY LINE OF THAT CERTAIN STATE HIGHWAY, 100 FEET WIDE, DESCRIBED AS PARCEL NO. 1 IN DEED RECORDED IN BOOK 12693 PAGE 231, OFFICIAL RECORDS; THENCE SOUTH $89^{\circ}46'54''$ EAST 25 FEET; THENCE NORTH $00^{\circ}13'06''$ EAST 15 FEET; THENCE NORTHEASTERLY TO THE SOUTHWESTERLY LINE OF SAID STATE HIGHWAY, DISTANT THEREON SOUTH $64^{\circ}42'54''$ EAST 30 FEET FROM THE EASTERLY LINE OF SAID HAWTHORNE AVENUE; THENCE SOUTH $64^{\circ}42'54''$ EAST 121.15 FEET TO A 2 INCH IRON PIPE; THENCE SOUTH $25^{\circ}17'06''$ WEST 45.25 FEET TO A POINT IN A LINE WHICH BEARS SOUTH $89^{\circ}46'54''$ EAST FROM A POINT IN THE EASTERLY LINE OF SAID HAWTHORNE AVENUE, DISTANT THEREON SOUTH $00^{\circ}13'06''$ WEST 75 FEET FROM THE POINT OF BEGINNING; THENCE NORTH $89^{\circ}46'54''$ WEST 117.76 FEET TO THE EASTERLY LINE OF SAID HAWTHORNE AVENUE 50 FEET WIDE; THENCE ALONG SAID EASTERLY LINE NORTH $00^{\circ}13'06''$ EAST 75 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE LAND LYING SOUTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LAND; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LAND A DISTANCE OF 10 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT 60 FEET FROM THE CENTERLINE OF SAID STATE HIGHWAY (KNOWN AS PACIFIC COAST HIGHWAY) TO THE TRUE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 23.81 FEET TO A POINT OF TANGENCY WITH A CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 102.63 FEET (SAID CURVE HAVING A RADIUS OF 55 FEET AND A CENTRAL ANGLE OF $106^{\circ}54'41''$) TO A POINT ON THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PROPERTY AND DISTANT 33.38 FEET FROM THE EASTERLY LINE OF SAID HAWTHORNE AVENUE.

SEE ATTACHED EXHIBIT "B"

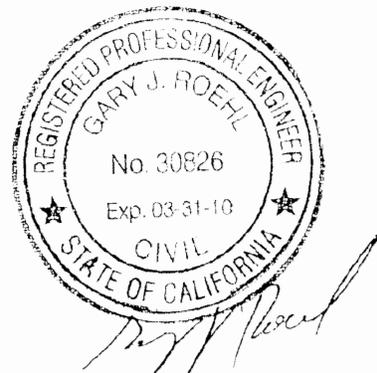


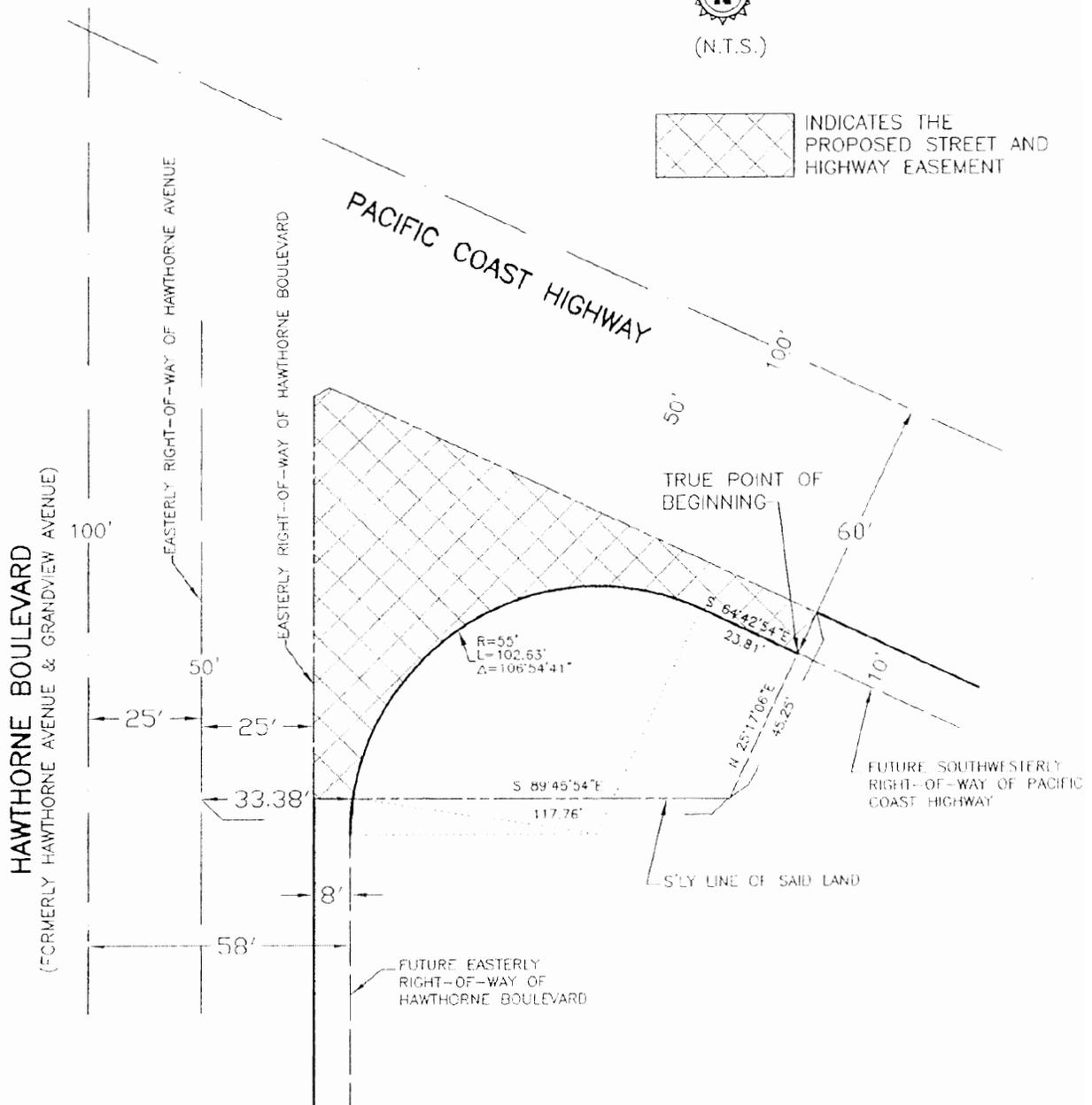
EXHIBIT "B"



(N.T.S.)



INDICATES THE PROPOSED STREET AND HIGHWAY EASEMENT



Council Meeting of
March 24, 2009

PUBLIC HEARING

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

Members of the Council:

SUBJECT: Public Hearing on the Resolution ordering the vacation of a portion of the street easement on 242nd Street between Hawthorne Boulevard and Pacific Coast Highway

RECOMMENDATION

The Community Development Director and City Manager recommend that the City Council conduct a Public Hearing and adopt the attached Resolution ordering the vacation of a portion of the street easement on 242nd Street between Hawthorne Boulevard and Pacific Coast Highway.

FUNDING

Not applicable.

BACKGROUND AND ANALYSIS

On January 13, 2009, the City Council approved the construction and operation of a new commercial center at the southeast corner of Hawthorne Boulevard and Pacific Coast Highway (see Attachment C). This land currently has an existing operating Jack-in-the-Box building and a closed car wash structure that has been inoperable for many years and has been used intermittently as a Christmas tree and pumpkin sales lot.

As a condition of approval of the proposed development, the City is requiring a dedication of land along the property frontage on Hawthorne Boulevard and Pacific Coast Highway (5,200 SF) to widen these streets. The owner is also required to construct the required street widening improvements, at his expense, so as to improve traffic flow at this intersection.

The property is triangular in shape, which poses its own challenge for development. With all the dedication being required, the property owner has requested that the City vacate a portion of the 242nd Street right of way (the northerly 13' to 16' of 242nd St. along the project frontage) in order to have a viable project (see Attachment B). The vacation of a portion of 242nd Street is the purpose of this action by the City Council.

242nd Street was initially created on the Meadow Park Tract on March 31, 1887 as a 50' wide street. The City of Torrance was incorporated in 1921 and this area of the City was annexed in 1927 and 1928. Since the street was created prior to becoming part of the City of Torrance, the City is considered the underlying fee owner of the original 50' width (as well as the street easement owner). On May 21, 1965, an additional 4' and 5' of street easement was granted by the previous owner of this property to make it 55' to 60' wide.

The property owner, as part of the vacation process, will purchase the portion of 242nd Street being vacated, that is currently owned in fee by the City (4,528 SF), for approximately \$65,000. A council item will be brought back to your Honorable Body to complete the sale if and after this easement vacation hearing item is approved. The northerly 4' and 5' of the proposed easement vacation will revert back to him free of charge (2,133 SF). Note that the property owner was approved by the City Council (June 24, 2008) to purchase the 3,565 SF at the southeast corner of Hawthorne Boulevard and Pacific Coast Hwy from the City of Torrance at \$85/SF (see Attachment B).

The City is the applicant in the proposed vacation of a portion of 242nd Street, as it is a necessary precursor to the sale of this portion of 242nd Street. The proposed area to be vacated will be used for project parking, landscaping and driveway. The south side of the street will remain unchanged as will the width of the traveled way on 242nd St. There will be a public sidewalk on the north side of the proposed project parking on private property. The public easement for this sidewalk will be granted on the Final Parcel Map that the owner will have prepared, approved and recorded. The attached vacation resolution will reserve easements for existing utilities.

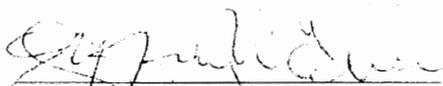
Because the area to be vacated has been used by the public during the past five (5) years, State statutes require the proposed vacation of the street easement be conducted with notification and a Public Hearing.

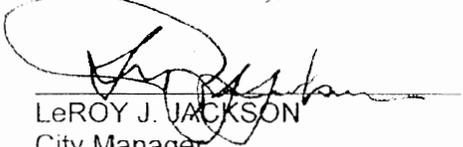
The Resolution of Intention (see Attachment F) (Resolution No. 2009-18) was approved by the City Council on February 24, 2009. Notices were posted for the Hearing along the street to be vacated on March 4, 2009, and mailed to the property owners within a 500' radius on March 5, 2009. A copy of the Resolution of Intention

was published in the *Daily Breeze*, a newspaper of general circulation in the City, on Wednesday, March 4, 2009, and on Wednesday, March 11, 2009.

CITY CLERK NOTE: The Resolution of Intention contained a scrivener's error in the resolution number at the top of the page. The dates of the meeting and the description of the property in question were correct, the publication and posting requirements were met and the affidavit of the City Clerk also published and posted correctly stated the passage of **Resolution 2009-18**.

CONCUR:


 JEFFERY W. GIBSON
 Community Development Director


 LeROY J. JACKSON
 City Manager

Respectfully submitted,

JEFFERY W. GIBSON
 Community Development Director

By: 

TED SEMAAN, Manager
 Transportation Planning,
 Development Engineering &
 Records Division

Attachments: Resolution
 A. Vicinity Map
 B. Location Sketch
 C. Project layout
 D. Action Minutes
 E. Previous Agenda Item
 F. Resolution 2009-18
 G. Proof of Publication
 H. Affidavit of Posting
 I. Mayor's Script (limited distribution)

TS/cks2162

RESOLUTION 2009-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TORRANCE ORDERING THE VACATION OF A PORTION OF
STREET EASEMENT ON 242ND STREET BETWEEN
HAWTHORNE BOULEVARD AND PACIFIC COAST HIGHWAY
IN THE CITY OF TORRANCE**

WHEREAS, the City of Torrance was granted a certain street easement described as follows:

A portion of Lot 32, Meadow Park Tract, in the City of Torrance, County of Los Angeles, State of California, as per map recorded in Book 15, Page 60 of Miscellaneous Records, in the Office of the County Recorder of said County, and a portion of Walnut Street (currently known as 242nd Street), as shown on map of said Meadow Park Tract, described as follows:

Beginning at the intersection of a line parallel with and distant 50 feet east of the centerline of Hawthorne Avenue, 50 feet wide, (formerly Grand View Avenue and currently known as Hawthorne Boulevard), as said avenue is shown on map of said Meadow Park Tract, and a line parallel with and distant 30 feet north of the centerline of said Walnut Street, 50 feet wide; thence easterly along said line parallel and 30 feet north of the centerline of Walnut Street a distance of 37.43 feet to a point on the existing property line of said portion of Lot 32, also the TRUE POINT OF BEGINNING; thence at a right angle southerly a distance of 13 feet to a line parallel with and distant 17 feet north of the centerline of said Walnut Street; thence at a right angle easterly a distance of 96 feet along last said parallel line; thence at a right angle southerly a distance of 3 feet to a line parallel with and distant 14 feet north of the centerline of Walnut Street; thence at a right angle easterly a distance of 341.84 feet along last said parallel line; thence at a right angle northerly a distance of 15 feet to a line parallel and 29 feet north of the centerline of Walnut Street, which is also the south property line of said portion of Lot 32; thence at a right angle westerly a distance of 87.18 feet along said property line; thence at a right angle northerly a distance of 1 feet along said property line; thence at a right angle westerly along said property line parallel to Walnut Street a distance of 350.66 feet to the TRUE POINT OF BEGINNING.

WHEREAS, for the purpose of said proposed vacation, the City Council elects to proceed under the vacation provisions of Division 9, Part 3, Chapter 3 of the Streets and Highways Code;

WHEREAS, the proposed area of vacation will be used for project parking and landscaping for city approved development (CUP08-00015);

WHEREAS, the City Council finds from the evidence submitted, that the portion of street easement described in this Resolution is unnecessary for present or prospective public use;

NOW, THEREFORE, be it resolved by the City Council of the City of Torrance as follows:

SECTION 1

The City Council hereby orders the vacation of a portion of street easement on 242nd Street between Hawthorne Boulevard and Pacific Coast Highway, as more particularly shown on maps bearing the legend, "Proposed Street Vacation of a Portion of 242nd Street between Hawthorne Boulevard and Pacific Coast Highway", which maps are hereby ordered filed in the Office of the City Clerk of the City of Torrance, and which maps are hereby referred to for particulars as to the proposed vacation.

SECTION 2

That the City of Torrance and its assigns does reserve and except from the vacation for the Southern California Gas Company, a non-exclusive blanket easement to lay, construct, maintain, operate, repair, replace, patrol, change the size of, add to, or remove from time to time, as Southern California Gas Company deems necessary, one or more pipelines and conduits, together with metering, measuring, regulating, cathodic protection, communications and other appurtenances over the area to be vacated described above.

SECTION 3

That the City of Torrance and its assigns without limitation does reserve and except from the vacation an easement to the Los Angeles County Department of Public Works for the right at any time to construct, maintain, operate, replace, repair and use the easterly 10 feet of the westerly 235 feet of the above described area to be vacated for existing and future storm drain lines.

SECTION 4

That the City of Torrance and its assigns without limitation does reserve and except from the vacation, an easement to Southern California Edison Co. for the right at any time to construct, maintain, operate, replace, remove, renew, repair and use the westerly 50 feet of the above described area to be vacated for existing and future electrical lines.

SECTION 5

That the above described street easement is hereby vacated and abandoned and that, from and after the date this Resolution is recorded, this portion no longer constitutes an easement for street purposes.

SECTION 6

That the City Clerk is hereby authorized and directed to cause a certified copy of this Resolution to be recorded in the Office of the County Recorder of the County of Los Angeles.

INTRODUCED, APPROVED, AND ADOPTED this 24th day of March, 2009.

Mayor of the City of Torrance

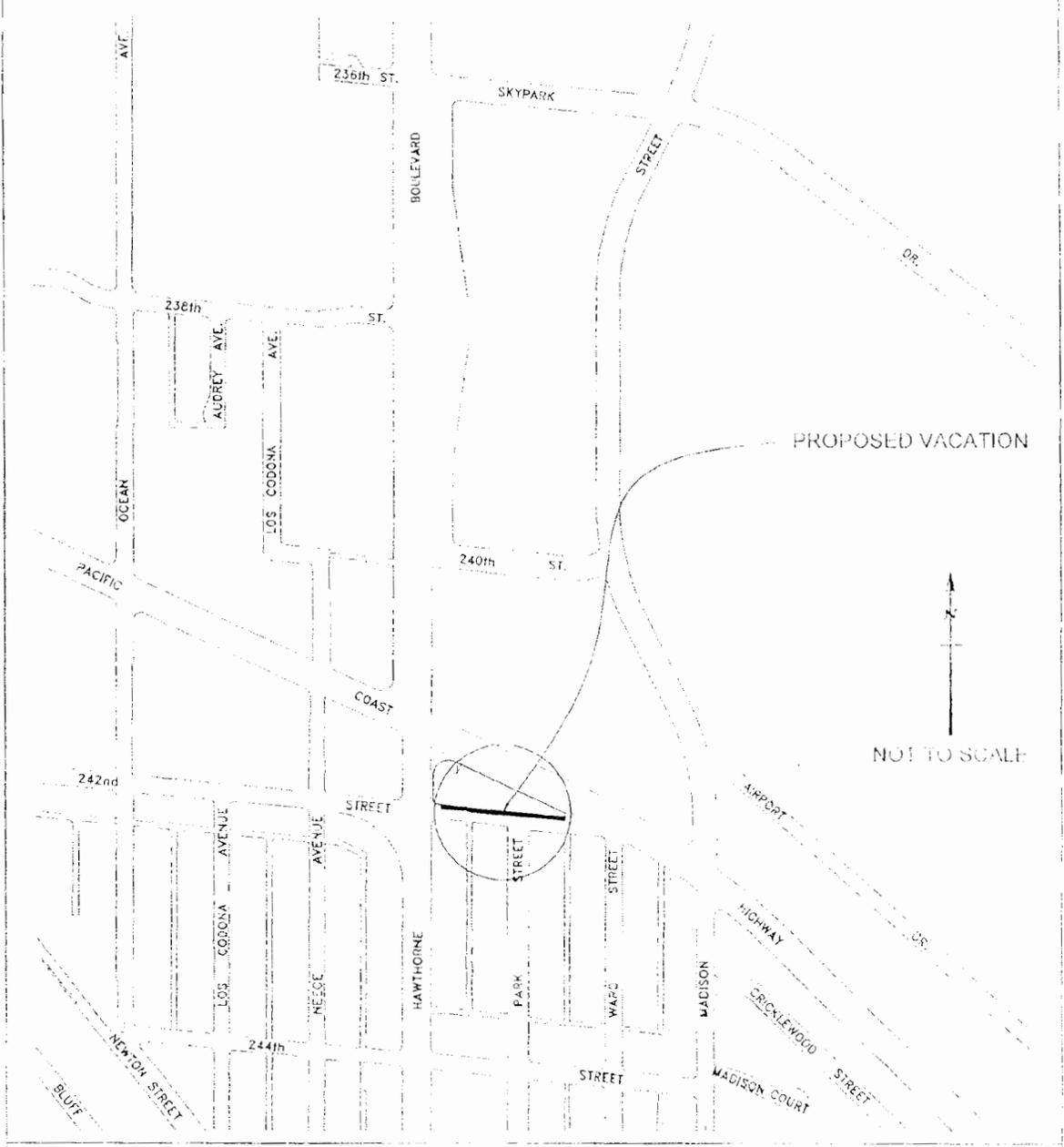
ATTEST:

City Clerk of the City of Torrance

APPROVED AS TO FORM:
John L. Fellows III, City Attorney

By: _____
Ronald T. Pohl, Assistant City Attorney

PROPOSED STREET VACATION
 OF A PORTION OF 242ND STREET
 BETWEEN HAWTHORNE BOULEVARD AND PACIFIC COAST HIGHWAY

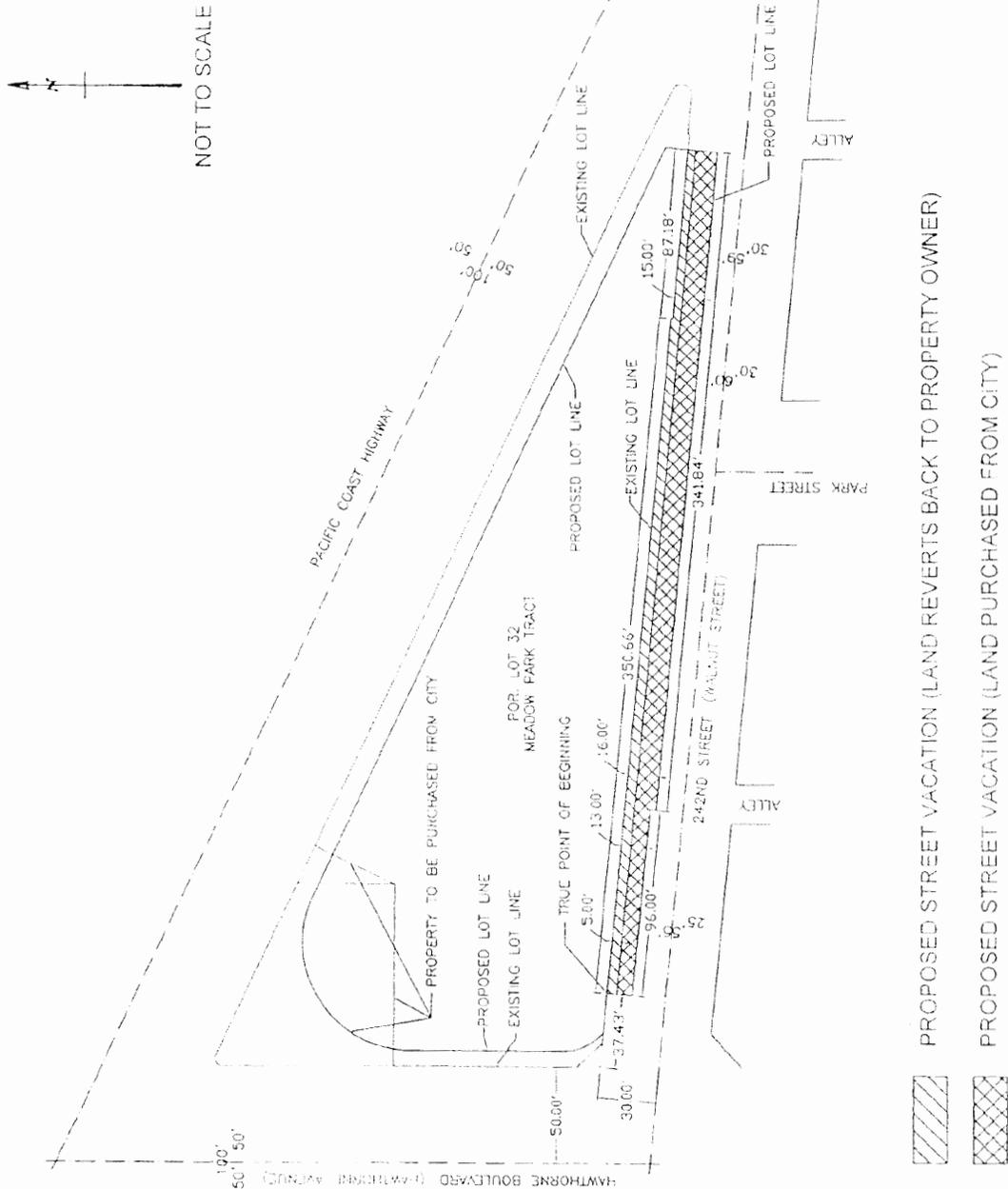


CITY OF TORRANCE - COMMUNITY DEVELOPMENT DEPARTMENT

AUG 2008

VICINITY MAP

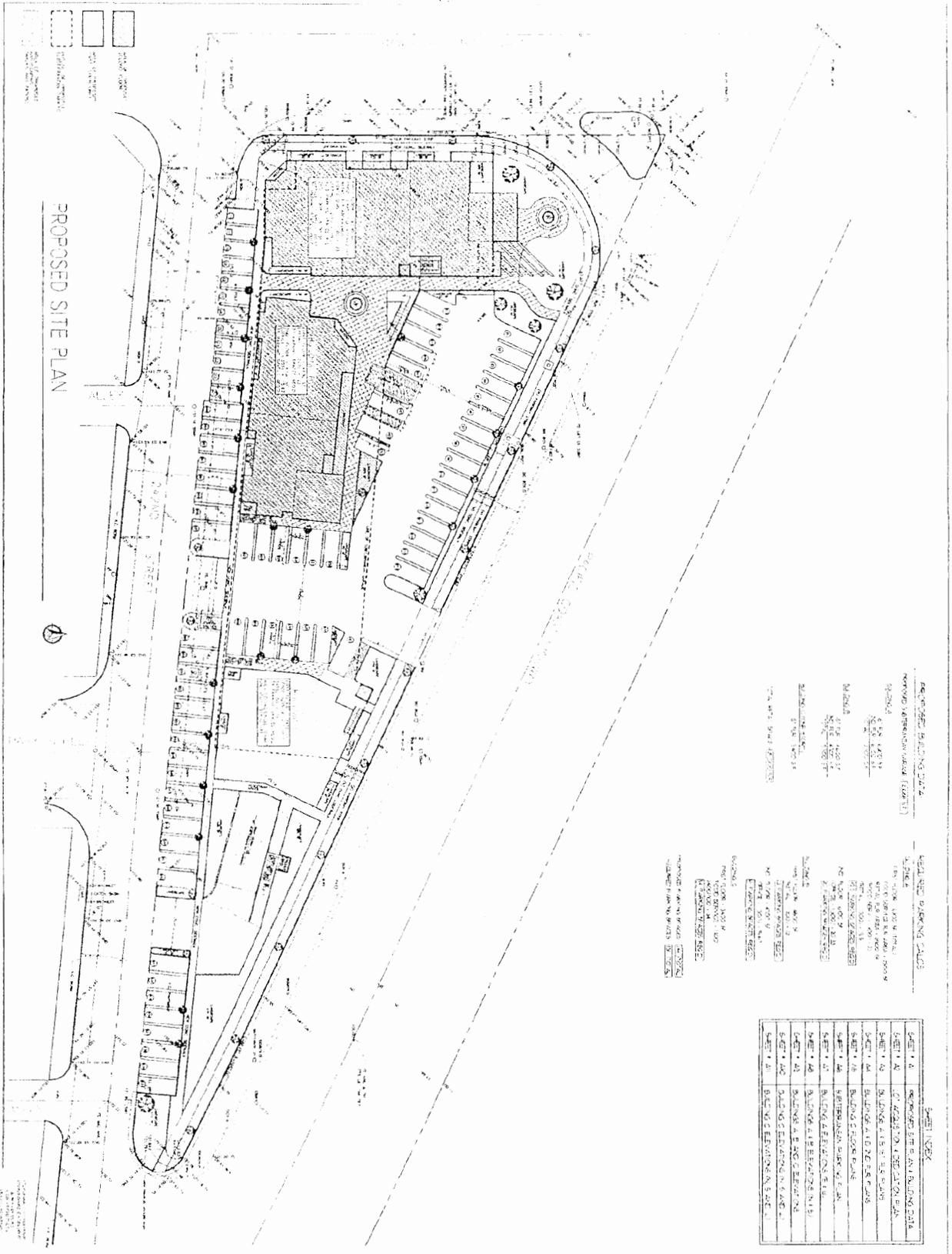
**PROPOSED STREET VACATION
OF A PORTION OF 242ND STREET
BETWEEN HAWTHORNE BOULEVARD AND PACIFIC COAST HIGHWAY**



CITY OF TORRANCE - COMMUNITY DEVELOPMENT DEPARTMENT

AUG 2008

LOCATION SKETCH



Sheet A1 of		Project Name Client Address City 3720 PCH, LLC 3720 PACIFIC COAST HIGHWAY Torrance, CA		Legal LOTS BLOCKS VETS	Stamp 	CBB Architects 10000 Wilshire Blvd, Suite 2000 Beverly Hills, CA 90210 Phone & Fax: (310) 774-0887
---------------------------------	--	--	--	--	------------------	--

RETURN TO ARCHITECT
 3720 PCH, LLC
 3720 PACIFIC COAST HIGHWAY
 TORRANCE, CA

Expenditure: \$8,908. (8:27 am)

Recommendation of the City Manager that City Council adopt a RESOLUTION pursuant to Memorandum of Understanding amending Resolution No. 2007-56 setting forth hours, wages and working conditions for employees represented by the Torrance Professional & Supervisory Association, modifying Section 3.2(D)13, Premium Pay, to add Park Services Supervisor to the Qualified Applicator Certification pay.

MOTION: Moved by Councilmember Barnett, seconded by Councilmember Rhilinger to concur with staff recommendation

VOTE: Motion carried 7-0.

MOTION: Moved by Councilmember Brewer, seconded by Councilmember Sutherland to adopt Resolution 2009-16 amending Resolution 2009-16 setting forth changes regarding the hours, wages, and working conditions for employees represented by the Torrance Professional and Supervisory Association (TPSA).

VOTE: Motion carried 7-0.

12D. City Manager - Adopt RESOLUTION pursuant to Memorandum of Understanding for Torrance Police Officers Association. Expenditure: 3.5% Year 1; 3.5% Year 2; 3.5% Year 3 of contract; 0.5% health Year 1; and 0.5% increase to retiree stipend Year 1 for a total net package cost to the General Fund of 11.5% over 35 months. (8:45 am)

Recommendation of the City Manager that City Council adopt a RESOLUTION pursuant to a Memorandum of Understanding setting forth the hours, wages and working conditions for employees represented by the Torrance Police Officers Association (TPOA) for the period February 1, 2009 to December 31, 2011, and approve the conversion of eleven sworn positions to civilian subject matter experts as part of the Team Policing plan implementation.

MOTION: Moved by Councilmember Barnett, seconded by Councilmember Brewer to concur with staff recommendation

VOTE: Motion carried 6-0.

MOTION: Moved by Councilmember Brewer, seconded by Councilmember Sutherland to adopt Resolution 2009-17 setting forth hours, wages and working conditions for employees represented by the Torrance Police officers Association and repealing resolution 2005-56.

VOTE: Motion carried 6-0.

12E. Community Development - Adopt a RESOLUTION regarding the intention to vacate a portion of 242nd Street and set date of public hearing. (8:50 am)

Recommendation of the Community Development Director and City Manager that City Council adopt a RESOLUTION declaring the intention to vacate a portion of 242nd Street between Hawthorne Boulevard and Pacific Coast Highway and setting March 24, 2009, as the date for the hearing thereon

MOTION: Moved by Councilmember Barnett, seconded by Councilmember Rhilinger to concur with staff recommendation

VOTE: Motion carried 7-0.

MOTION: Moved by Councilmember Brewer, seconded by Councilmember Sutherland to adopt Resolution 2009-18 declaring its intention to vacate a portion of 242nd Street between Hawthorne Blvd. and Pacific Coast Highway in the City of Torrance, fixing a time and place for the public hearing thereon and providing for the publication of the resolution.

VOTE: Motion carried 7-0.

Council Meeting of
February 24, 2009

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

Members of the Council

SUBJECT: Community Development – Adopt a RESOLUTION regarding the intention to vacate a portion of 242nd Street and setting the date of the Public Hearing

RECOMMENDATION

Recommendation of the Community Development Director and City Manager that the City Council approve and adopt a Resolution declaring the intention to vacate a portion of 242nd Street between Hawthorne Boulevard and Pacific Coast Highway and setting March 24, 2009, as the date for the Hearing thereon.

FUNDING

No funding required.

BACKGROUND AND ANALYSIS

On January 13, 2009, the City Council approved the construction and operation of a new commercial center at the southeast corner of Hawthorne Boulevard and Pacific Coast Highway (see Attachment C). This land currently has an existing, operating Jack-in-the-Box building and a closed car wash structure that has been inoperable for many years and has been used intermittently as a Christmas tree and pumpkin sales lot.

As a condition of approval of the proposed development, the City is requiring a dedication of land along the property frontage on Hawthorne Boulevard and Pacific Coast Highway (5,200 SF) to widen these streets. The owner is also required to construct the required street widening improvements, at his expense, so as to improve traffic flow at this intersection.

The property is triangular in shape, which poses its own challenge for development. With all the dedication being required, the property owner has requested that the City vacate a portion of the 242nd Street right of way (the northerly 13' to 16' of 242nd St. along the project frontage) in order to have a viable project (see Attachment B). The vacation of a portion of 242nd Street is the purpose of this action and the Public Hearing action (set for March 24, 2009) by the City Council.

242nd Street was initially created on the Meadow Park Tract on March 31, 1887 as a 50' wide street. The City of Torrance was incorporated in 1921 and this area of the City was annexed in 1927 and 1928. Since the street was created prior to becoming part of the City of Torrance, the City is considered the underlying fee owner of the original 50' width (as well as the street easement owner). On May 21, 1965, an additional 4' and 5' of street easement was granted by the previous owner of this property to make it 55' to 60' wide.

The property owner, as part of the vacation process, will purchase the portion of 242nd Street being vacated, that is currently owned in fee by the City (4,528 SF), for approximately \$65,000. A council item will be brought back to your Honorable Body to complete the sale if and after the easement vacation hearing item is approved. The northerly 4' and 5' will revert back to him free of charge (2,133 SF). Note that the property owner was approved by the City Council (June 24, 2008) to purchase the 3,565 SF at the southeast corner of Hawthorne Boulevard and Pacific Coast Hwy from the City of Torrance at \$85/SF (See Attachment B).

The City is the applicant in the proposed vacation of a portion of 242nd Street, as it is a necessary precursor to the sale of this portion of 242nd Street. The proposed area to be vacated will be used for project parking, landscaping and driveway. The south side of the street will remain unchanged as will the width of the traveled way on 242nd St. There will be a public sidewalk on the north side of the proposed project parking on private property. The public easement for this sidewalk will be granted on the Final Parcel Map that the owner will have prepared, approved and recorded. The vacation will require the reservation of easements for existing utilities or the abandonment, relocation or reconstruction of these facilities by/for the utility companies.

Because the area to be vacated has been used by the public during the past five (5) years, State statutes require the proposed vacation of the street easement be conducted with notification and a Public Hearing.

Adoption of the attached Resolution sets the date and time of the Hearing on the vacation for March 24, 2009 at 7:00 PM in the City Council Chambers. Notices will be posted for the Hearing along the easement to be vacated and mailed to the abutting

RESOLUTION NO. 2008-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE DECLARING ITS INTENTION TO VACATE A PORTION OF 242ND STREET BETWEEN HAWTHORNE BOULEVARD AND PACIFIC COAST HIGHWAY IN THE CITY OF TORRANCE; FIXING A TIME AND PLACE FOR THE PUBLIC HEARING THEREON AND PROVIDING FOR THE PUBLICATION OF THE RESOLUTION

WHEREAS, the City of Torrance was granted a certain street easement described as follows:

A portion of Lot 32, Meadow Park Tract, in the City of Torrance, County of Los Angeles, State of California, as per map recorded in Book 15, Page 60 of Miscellaneous Records, in the Office of the County Recorder of said County, and a portion of Walnut Street (currently known as 242nd Street), as shown on map of said Meadow Park Tract, described as follows:

Beginning at the intersection of a line parallel with and distant 50 feet east of the centerline of Hawthorne Avenue, 50 feet wide, (formerly Grand View Avenue and currently known as Hawthorne Boulevard), as said avenue is shown on map of said Meadow Park Tract, and a line parallel with and distant 30 feet north of the centerline of said Walnut Street, 50 feet wide, thence easterly along said line parallel and 30 feet north of the centerline of Walnut Street a distance of 37.43 feet to a point on the existing property line of said portion of Lot 32, also the TRUE POINT OF BEGINNING; thence at a right angle southerly a distance of 13 feet to a line parallel with and distant 17 feet north of the centerline of said Walnut Street; thence at a right angle easterly a distance of 96 feet along last said parallel line; thence at a right angle southerly a distance of 3 feet to a line parallel with and distant 14 feet north of the centerline of Walnut Street; thence at a right angle easterly a distance of 341.84 feet along last said parallel line; thence at a right angle northerly a distance of 15 feet to a line parallel and 29 feet north of the centerline of Walnut Street, which is also the south property line of said portion of Lot 32, thence at a right angle westerly a distance of 87.18 feet along said property line; thence at a right angle northerly a distance of 1 feet along said property line; thence at a right angle westerly along said property line parallel to Walnut Street a distance of 350.66 feet to the TRUE POINT OF BEGINNING

WHEREAS, for the purpose of said vacation, the City Council elects to proceed under the vacation provision Division 9, Part 3, Chapter 3 of the Streets and Highways Code

NOW, THEREFORE, be it resolved by the City Council of the City of Torrance as follows:

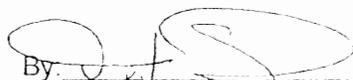
SECTION 1

The City Council hereby declares its intention to vacate a portion of 242nd Street between Hawthorne Boulevard and Pacific Coast Highway as more particularly shown on sketches bearing the legend "Proposed Street Vacation of a Portion of 242nd Street between Hawthorne Boulevard and Pacific Coast Highway" which sketches are hereby ordered filed in the Office of the City Clerk of the City of Torrance, and which sketches are hereby referred to for particulars as to the proposed vacation.

property owners. A copy of the Resolution will be published in *The Daily Breeze*, a newspaper of general circulation in the City, two times at least ten days prior to the date of said Hearing.

Respectfully submitted,

JEFFERY W. GIBSON
Community Development Director

By: 
TED SEMAAN, Manager
Transportation Planning,
Development Engineering &
Records Division

By: 
BRIAN SUNSHINE
Assistant to the City Manager

CONCUR:


JEFFERY W. GIBSON
Community Development Director


LeROY J. JACKSON
City Manager

- Attachments: Resolution
 A. Vicinity Map
 B. Detailed Location Sketch
 C. Proposed Project Sketch

TS/cks2161

U.S. GOVERNMENT PRINTING OFFICE: 1987 O-508200
(310) 543-6635 • (310) 540-5511 Ext. 396

PROOF OF PUBLICATION
(201 5.5 C.C.P.)

STATE OF CALIFORNIA

County of Los Angeles,

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of the THE DAILY BREEZE

a newspaper of general circulation, printed and published _____

in the City of Torrance
County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, under the date of _____

June 10, 1974

Case Number SWC7146
that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit

March 04, 11,

all in the year 2009

the foregoing is true and correct.

Dated at Torrance

California, this 11, March 2009

Rosoliva
Signature

23 This space is for the County Seal and filing stamp

ATTACHMENT G

DB 3-5
RESOLUTION NO. 2008-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE DECLARING ITS INTENTION TO VACATE A PORTION OF 242ND STREET BETWEEN HAWTHORNE BOULEVARD AND PACIFIC COAST HIGHWAY IN THE CITY OF TORRANCE; FIXING A TIME AND PLACE FOR THE PUBLIC HEARING THEREON AND PROVIDING FOR THE PUBLICATION OF THE RESOLUTION

WHEREAS, the City of Torrance was granted a certain street easement described as follows: A portion of Lot 32, Meadow Park Tract, in the City of Torrance, County of Los Angeles, State of California, as per map recorded in Book 15, Page 60 of Miscellaneous Records, in the Office of the County Recorder of said County, and a portion of Walnut Street (currently known as 242nd Street), as shown on map of said Meadow Park Tract, described as follows:

Beginning at the intersection of a line parallel with and distant 50 feet east of the centerline of Hawthorne Avenue, 50 feet wide, (formerly Grand View Avenue and currently known as Hawthorne Boulevard), as said avenue is shown on map of said Meadow Park Tract, and a line parallel with and distant 30 feet north of the centerline of said Walnut Street, 50 feet wide; thence easterly along said line parallel and 30 feet north of the centerline of Walnut Street a distance of 17.43 feet to a point on the existing property line of said portion of Lot 32; also the TRUE POINT OF BEGINNING; thence at a right angle southerly a distance of 13 feet to a line parallel with and distant 17 feet north of the centerline of said Walnut Street; thence at a right angle easterly a distance of 96 feet along said parallel line; thence at a right angle southerly a distance of 3 feet to a line parallel with and distant 14 feet north of the centerline of Walnut Street; thence at a right angle easterly a distance of 341.84 feet along said parallel line; thence at a right angle northerly a distance of 15 feet to a line parallel and 29 feet north of the centerline of Walnut Street, which is also the south property line of said portion of Lot 32; thence at a right angle westerly a distance of 87.18 feet along said property line; thence at a right angle northerly a distance of 1 feet along said property line; thence at a right angle westerly along said property line parallel to Walnut Street a distance of 350.66 feet to the TRUE POINT OF BEGINNING.

WHEREAS, for the purpose of said vacation, the City Council elects to proceed under the vacation provision Division 2, Part 3, Chapter 3 of the Streets and Highways Code.

NOW, THEREFORE, be it resolved by the City Council of the City of Torrance, as follows:

SECTION 1
The City Council hereby declares its intention to vacate a portion of 242nd Street between Hawthorne Boulevard and Pacific Coast Highway as more particularly shown on sketches bearing the legend "Proposed Street Vacation of a Portion of 242nd Street between Hawthorne Boulevard and Pacific Coast Highway" which sketches are hereby ordered filed in the Office of the City Clerk of the City of Torrance, and which sketches are hereby referred to for particulars as to the proposed vacation.

SECTION 2
The 24th day of March 2009 at 7:00 PM on said day in the Council Chambers of the City Hall of the City of Torrance is the time and place fixed for Hearing all persons interested in or objecting to the proposed vacation.

SECTION 3
The Community Development Director is directed to post conspicuously not less than three copies of this Resolution not more than three hundred feet apart upon the boundaries of said land to be vacated at least two weeks prior to the date of said Hearing.

SECTION 4
The City Clerk is hereby directed to publish a copy of the Resolution in The Daily Breeze, a newspaper of general circulation in the City, two times at least ten days prior to the date of said Hearing.

INTRODUCED, APPROVED AND ADOPTED this 24th day of February 2009.

APPROVED AS TO FORM: /s/ Frank Scollo
Mayor Frank Scollo
ATTEST:

JOHN FELLOWS III, City Attorney
by /s/ Ron Pohl /s/ Sue Herbers
Ronald T. Pohl, Assistant City Attorney Sue Herbers, City Clerk

TORRANCE CITY COUNCIL RESOLUTION NO. 2009-18

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF TORRANCE)

I, Sue Herbers, City Clerk of the City of Torrance, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Torrance at a regular meeting of said Council held on the 24th day of February, 2009 by the following roll call vote:

AYES: COUNCILMEMBERS Barnett, Brewer, Eury, Numark, Rhilinger, Sutherland, and Mayor Scollo.
NOES: COUNCILMEMBERS None.
ABSTAIN: COUNCILMEMBERS None.
ABSENT: COUNCILMEMBERS None.

/s/ Sue Herbers
Sue Herbers
Date: February 25, 2009 City Clerk of the City of Torrance

Pub: Mar 04, 11, 2009

STATE OF CALIFORNIA)
 COUNTY OF LOS ANGELES) ss
 CITY OF TORRANCE)

AFFIDAVIT OF POSTING
RESOLUTION OF INTENTION TO VACATE

GERALD R. ENIS, being duly sworn on oath deposes and says:

That during all of the times herein mentioned, affiant was, and is, a citizen of the United States, over the age of 21 years, a resident of the County of Los Angeles, State of California, and the duly appointed and acting agent for the Community Development Director of the City of Torrance, California.

That on the 4th day of MARCH, 2009, at the direction of the Community Development Director of the City of Torrance, affiant posted Resolution No. 2009-18, a Resolution of the City Council of the City of Torrance declaring its intention to vacate:

a portion of 242nd street between Hawthorne Blvd and PCH

in the City of Torrance, fixing a time when the City Council will meet to take final action thereon, and providing for the publication and posting of this resolution;

That affiant posted said notices conspicuously, and not more than three hundred feet apart, upon the boundaries of said land to be vacated and referred to in said Resolution of Intention;

That at least three (3) such notices were posted along the line of said land to be vacated as aforesaid;

That attached hereto and made a part hereof is a full, true, and complete copy of the Resolution posted as aforesaid.


 Agent for Community Development
 Director of the City of Torrance