



CITY OF INGLEWOOD
OFFICE OF THE CITY MANAGER / EXECUTIVE DIRECTOR



DATE: March 23, 2021

TO: Mayor and Council Members
Chairman and Successor Agency Board Members

FROM: Office of the City Manager / Executive Director

SUBJECT: Purchase Agreement between the City of Inglewood and Phoebe S. Park and Sarah J. Park, as Joint Tenants, for Right-of-Way Acquisition for the Century Boulevard Mobility Improvement Project, 4421 West Century Blvd. (4024-033-028)

RECOMMENDATION:

City Council –

It is recommended that the Mayor and Council Members approve and execute the proposed Purchase and Sale Agreement between the City of Inglewood and Phoebe S. Park and Sarah J. Park, as Joint Tenants (Landowners), to secure a 41 square-foot of right of way (“Property”) from the larger parcel located at 4421 West Century Boulevard, needed to implement the Century Boulevard Mobility Improvement Project, subarea 3.

and

Successor Agency –

It is recommended that the Chairman and Successor Agency Board Members approve the use of tax-exempt bonds in the total amount of \$9,000 (includes 20% for related closing costs) to fund the purchase of the Property.

BACKGROUND:

On July 17, 2018, the City approved Agreement No. 18-226, with Excel Paving Company to provide certain roadway work along Century Boulevard for Phase 2 of the Century Boulevard Mobility Project. The Property, along with several others, were identified for acquisition as part of the right of way program and construction of the enhanced roadway and pedestrian safety improvements.

On June 22, 2018, City Special Counsel filed an Eminent Domain Complaint for acquisition of the Property. Service of the Complaint was made on the named defendants. The City’s Motion for Pre-Judgment Possession was granted October 3, 2018. This Order allowed the City to take possession of the Property as part of its work on the Phase 2 aspect of the Project on October 4, 2018. If the above recommendations are approved, the approved funding would be used to pay the landowner pursuant to the Purchase and Sale Agreement as part of the right of way acquisition program authorizing the performance of the enhanced roadway and pedestrian safety improvements construction (the “Project”). The per square foot price for the Property’s acquisition is within the range of values previously reviewed and approved by the City Council for other property acquisitions for the Project.

DR-1 &
CSA-2

DISCUSSION:

Negotiations with the property owners of 4421 West Century Boulevard for the requisite 41 square feet of property along Century Boulevard culminated in the following proposed terms of compensation:

Land Value	\$ 7,481
Improvement Value	\$ 19
Mitigation Costs	<u>\$ 0</u>
 Rounded Total	 \$ 7,500

The proposed acquisition price for the Property located at 4421 West Century Boulevard as set forth in the Purchase and Sale Agreement represents an all-inclusive value and the amount of just compensation (land value and improvement costs, etc.). This total just compensation amount constitutes the full and the final settlement of any and all claims arising out of the acquisition of the Property, including, but not limited to claims for compensation for the Property, severance damages, loss of business goodwill, relocation costs, litigation expenses, expert witness fees, attorney's fees, interest and benefits, improvements pertaining to realty, or any other claim or reason.

The landowners have a recorded loan, but it is a loan between the joint owners. If the City approves the proposed total compensation and the Successor Agency approves the requisite funding, no lender consent is required, as there is no lender claim as to the sums payable and the transfer of title of the Property to the City.

FINANCIAL/FUNDING ISSUES AND SOURCES:

Tax-exempt bond funds in the amount of \$9,000 (including an estimated 20% for related closing costs or \$1,500) will be used to cover all Project costs under the tax-exempt bond guidelines.

The total amount of \$9,000 will be funded from Account Code No. 190.100.P343.44830.00 (Tax-Exempt Bond Funds) as authorized by the Department of Finance.

LEGAL REVIEW VERIFICATION: YP

Administrative staff has verified that the legal documents accompanying this report have been reviewed and approved by the Office of the City Attorney/General Counsel.

BUDGET REVIEW VERIFICATION: YP

Administrative staff has verified that this report, in its entirety, has been submitted to, reviewed, and approved by the Budget Division.

FINANCE REVIEW VERIFICATION: Y/D

Administrative staff has verified that this report, in its entirety, has been submitted to, reviewed, and approved by the Finance Department.

DESCRIPTION OF ANY ATTACHMENTS:

Attachment No. 1 - Purchase and Sale Agreement for 4421 West Century Boulevard

PREPARED BY:

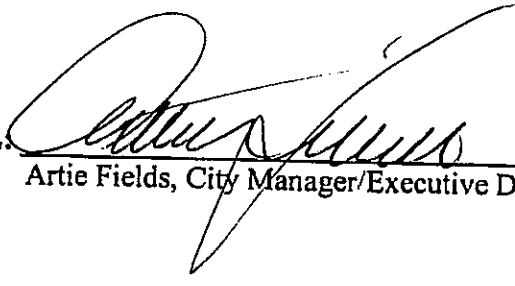
Harjinder Singh, Deputy to the City Manager
Walt D. Lauderdale, Jr., Project Development Coordinator

COUNCIL PRESENTER:

Harjinder Singh, Deputy to the City Manager

APPROVAL VERIFICATION SHEET

**CITY MANAGER/
EXECUTIVE DIRECTOR APPROVAL.**



Artie Fields, City Manager/Executive Director

ATTACHMENT NO. 1

PARCEL NO: 4024-033-028
ADDRESS: 4421 W. CENTURY BOULEVARD
TITLE REPORT NO: NCS-811053-02-LA2
TITLE OFFICER: ANTHONY RIVERA
PROJECT: CB7-CENTURY BOULEVARD
MOBILITY IMPROVEMENT PROJEC

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)**

THIS AGREEMENT (hereinafter the "Agreement") is entered into this 30th day of June, 2020 (the "Effective Date") by and between the City of Inglewood, a municipality (hereinafter called "Buyer"), and the undersigned owner(s) (hereinafter called "Seller") for acquisition by the Buyer of certain real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **AGREEMENT TO SELL AND PURCHASE.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement, all that certain real property (hereinafter called "Property") situated in the City of Inglewood, County of Los Angeles, State of California, and legally described as follows:

SEE EXHIBIT "A" ATTACHED HERETO,

and by this reference is hereby incorporated herein and made a part of this Agreement as though fully set forth herein.

2. **PURCHASE PRICE.** The total purchase price, payable in cash through escrow, shall be the sum of \$7,500 (the "Purchase Price") and shall consist of the following:

LAND VALUE: Seven Thousand Four Hundred and Eighty-One Dollars (\$7,481);

IMPROVEMENT VALUE: Nineteen Dollars (\$19); and

MITIGATION COSTS: \$0

3. **CONVEYANCE OF TITLE.** Seller agrees to convey by Grant Deed to Buyer marketable fee simple title to the Property free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

A. Taxes: current of fiscal year.

B. Quasi-public utility, public alley, public street easements, and rights of way of record.

C. Those exceptions in a title report issued by First American Title Insurance Company which the City of Inglewood agrees to accept in writing.

4. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of deed to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of the Purchase Price, issued by First American Title Insurance Company (hereinafter the "Title Company"), showing the title to the property vested in Buyer, subject only to the exceptions set forth in Paragraph 3 and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.

5. ESCROW. Buyer may, at its election, to open an escrow (hereinafter the "Escrow") in accordance with this Agreement at the Title Company. In the event that there is an Escrow, this Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered; pursuant to which, Escrow Agent is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close Escrow in the shortest possible time.

Seller has executed and handed a grant deed to Buyer, concurrently with this Agreement. If the Buyer elects to proceed with an Escrow, as soon as possible after the opening of Escrow, Buyer will deposit the executed grant deed, with Certificate of Acceptance attached, with Escrow Agent on Seller's behalf. Buyer agrees to deposit the entire amount of the Purchase Price upon demand of Escrow Agent. Buyer and Seller agree to deposit with Escrow Agent any additional instruments as may be necessary to complete this transaction.

All funds received in the Escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

6. ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

A. Pay and charge Seller for any amount necessary to place title in the condition necessary to satisfy Paragraph 3 of this Agreement;

B. Pay and charge Buyer for any escrow fees, charges, and costs payable under Paragraph 7 of this Agreement;

C. Disburse funds and deliver the grant deed when conditions of the Escrow have been fulfilled by Buyer and Seller.

The term "Close of Escrow," if and where written in this Agreement, shall mean the date necessary the instruments of conveyance are recorded in the office of the Los Angeles County Recorder's Office. Recordation of instruments delivered through Escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions

contained in this Agreement must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. If (except for deposit of money by Buyer, which shall be made by Buyer upon demand of Escrow Agent before Close of Escrow) Escrow is not in condition to close within ninety (90) days from date of this Agreement, any party who then shall have fully complied with his instructions may, in writing, demand the return of his money or property; but if none have complied no demand for return thereof shall be recognized until five (5) days after Escrow Agent shall have mailed copies of such demand to all other parties at the respective addresses shown in this Agreement, and if any objections are raised within said five (5) day period, Escrow Agent is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or mutual instructions. If no demands are made, Escrow Agent shall proceed with the closing of Escrow as soon as possible.

The responsibilities of the Escrow Agent under this Agreement are expressly limited to Paragraphs 1, 2, 3, 4, 5, 6, 7, 9, 10, 18 and 19 and to any liability provided in any policy of title insurance issued in regard to this transaction.

7. **ESCROW FEES, CHARGES AND COSTS.** Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

8. **PERMISSION TO ENTER ON PREMISES.** Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to the Close of Escrow for the purpose of making necessary or appropriate inspections.

9. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

10. **CLOSING STATEMENT.** Seller instructs Escrow Agent to release a copy of Seller's statement for the purpose ascertaining if any reimbursements are due Seller.

11. **LOSS OR DAMAGE TO IMPROVEMENTS.** Loss or damage to the real property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the grant deed shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the grant deed, Buyer may elect to have Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total Purchase Price by an amount equal to the diminution in value of said property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

12. **EMINENT DOMAIN DISMISSAL DISCLAIMER OR ABANDONMENT.** Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal, disclaimer or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Los Angeles, wherein the property described herein (hereinafter the "Property") is included and also waives any and all claims to any money on deposit in said

action and further waives all attorney's fees, costs, disbursements and expenses incurred in connection therewith. If, prior to the Close of Escrow, the Seller is served with a Summons and Complaint in Eminent Domain in which Seller is a named defendant, the Seller will not object to the Buyer's right to take pursuant to applicable California eminent domain law. Seller agrees that, if requested by Buyer, he/she/it will execute a Disclaimer to be prepared by Buyer's counsel which affirms that in lieu of the Seller responding to the Eminent Domain Complaint, the Buyer may seek a Court Order which specifies the amount of this purchase as Just Compensation and a Court Order which transfers of title to the Property from the Seller to the Buyer.

13. LENDER CONSENT Seller may have a loan with a Lender secured by a Deed of Trust on this Property. The Buyer will request the Lender's consent to this transaction and its execution of a Disclaimer. Lender may condition its consent upon the performance of Seller of certain acts or Lender may claim rights to some or all of the payment to be made hereunder. In the event that the Lender does not Disclaim, or in the event of Lender's conditioning of consent, Buyer will name Lender as a Defendant in an eminent domain action in the Superior Court of the State of California in and for the County of Los Angeles. Lender's claim will be adjudicated in that action unless, during the pendency of the eminent domain action, the Lender Disclaims any interest. The distribution of funds through escrow may be affected by a claim of the Lender adjudicated in the eminent domain action.

14. POSSESSION OF THE PROPERTY. Possession of the Property shall be given to Buyer upon the recording of Seller's grant deed.

15. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

B. To the best of Seller's knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.

C. Until the Close of Escrow, Seller shall maintain the property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the Property.

D. Until the Close of Escrow, Seller shall not do anything which would impair Seller's title to any of the Property.

E. All utilities including gas, electricity, water, sewage, and telephone, are available to the Property, and to the best of Seller's knowledge, all such items are in good working order.

F. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the

provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which the Property may be bound.

G. Until the Close of Escrow, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Warranties, Representations, and Covenants of Seller Section not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

15. **HAZARDOUS WASTE.** Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

16. **COMPLIANCE WITH ENVIRONMENTAL LAWS.** To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

17. **INDEMNITY.** Seller agrees to pay all clean-up and remediation costs, and to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon any known or unknown occurrence of the following ("Liability Events"): (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the Close of Escrow, regardless of when the Liability Events giving rise to such liability are discovered. Seller shall not be responsible for acts or omissions to act post close of this escrow for any Liability Events not caused and/or attributable to Seller.

18. **CONTINGENCY.** It is understood and agreed between the parties hereto that the completion of this transaction, and the Escrow created hereby, is contingent upon the specific acceptance and approval of the Buyer herein. The execution of these documents and the delivery of same to Escrow Agent constitutes said acceptance and approval.

19. **ESCROW GENERAL PROVISIONS.** To the extent they are not inconsistent with the terms and provisions of this Agreement, the parties agree to be bound by Escrow Holder's "general provisions".

Any other provision of this Agreement notwithstanding, Buyer, in its sole discretion, may elect to rescind this Agreement and cancel any escrow which may have been opened pursuant hereto in the event soils conditions are not acceptable to Buyer or there is present on the Property toxic or Hazardous Materials or any other kind of soil or water contamination.

The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

This Agreement contains the entire agreement between both parties, neither party relies upon any warranty or representation not contained in this Agreement.


IN WITNESS WHEREOF, the parties hereto have executed the Agreement the day and year set forth herein above.

MAILING ADDRESS OF SELLER:


~~319 S. Commonwealth Ave.~~
~~Los Angeles, CA 90020~~
173 1/2 S KINGSLEY DR
L.A. CA 90006

SELLER(S):

Phoebe S. Park and Sarah J. Park, as Joint
Tenants



Phoebe S. Park



Sarah J. Park

MAILING ADDRESS OF BUYER:

City of Inglewood
One Manchester Boulevard
Ninth Floor
Inglewood, CA 90301
Attn: City Manager

BUYER:

City of Inglewood, a
Municipal Corporation

James T. Butts, Jr.
Mayor