DATE: July 18, 2023

TO: Mayor and Council Members

FROM: Public Works Department

SUBJECT: Encroachment Maintenance and Removal Agreement for Landscape Improvement for Three Coral Trees within Right-of-Way at Northwest Corner of Market Street and Regent Street, Inglewood

RECOMMENDATION:
It is recommended that the Mayor and Council Members take the following actions:

1) Approve the Encroachment Maintenance and Removal Agreement ("EMRA"), authorizing the installation and maintenance of a landscape planter concrete wall in the public right-of-way at the southeast corner of the property located at 215 East Regent Street, Inglewood, California; and

2) Authorize the Mayor to sign the Agreement.

BACKGROUND:
Inglewood Market Gateway, LLC ("Owner"), the owner and developer of the new state-of-the-art mixed-use development ("Project") located at 215 East Regent Street, Inglewood ("Real Property"), has presented approved plans for the installation of a landscape planter concrete wall ("Planter Improvement") in compliance with all building standards and codes to protect and enclose three (3) existing, mature Coral Trees along Market Street. Given the existing location of these mature trees at the southeast corner of the development and above the Market Street sidewalk, installation of the Planter Improvement, and its encroachment onto the City right-of-way, is required to protect the subject trees.

DISCUSSION:
Inglewood Municipal Code section 10-45 prohibits the installation of any improvement in the public right-of-way. Under this unique circumstance, the parties agree to enter the proposed EMRA authorizing the Planter Improvement to be installed and maintained within the City's public right-of-way. The EMRA will be recorded against the Real Property. Specific terms of the EMRA provide that the Owner indemnifies the City; insures the City in connection with the installation, use, and maintenance of the Planter Improvement; and will assume the entire risk of loss and injury for installation, use, and maintenance of the Planter Improvement in the City's public right-of-way. The Owner has agreed to enter into the EMRA and has delivered an executed EMRA for the consideration and approval of the Mayor and Council Members. As noted in the EMRA, the legal description of the encroaching Planter Improvement is attached as Exhibit A, and the depiction is attached as Exhibit B. If approved by the City Council, the Mayor will be authorized to execute and acknowledge the EMRA for its recordation by the Owner against the Real Property.
Mayor and Council Members
Encroachment Maintenance and Removal Agreement
Coral Tree Planter Improvement In Right-of-Way at 215 East Regent Street
July 18, 2023

FINANCIAL/FUNDING ISSUES AND SOURCES:
None.

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1: EMRA with Exhibits A (Legal Description) and B (Depiction)

PREPARED AND REVIEWED BY:
Royce Jones, KBB (Special Legal Counsel)
Boytrese Osias, Senior Public Works Engineer

COUNCIL PRESENTER:
Louis Atwell, Assistant City Manager/Public Works Director
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL: Louis A. Atwell, Assistant City Manager/PW Director

CITY MANAGER APPROVAL: Artie Fields, City Manager
Attachment No. 1
ENCROACHMENT MAINTENANCE AND REMOVAL AGREEMENT
(Installation of Coral Tree Planter Improvements abutting the Northwest Corner of Market Street and Regent Street, Formerly Lots 15 through 18, Block 305, Townsite of Inglewood, Map Book 34, Pages 19 through 36 of Maps and Now Southeastern Corner of Parcel 1 of Parcel Map No. 82383 – Planter Wall Enclosure with about 184 square feet of easement in the City right of way for landscape purpose to enclose and protect three existing Coral Trees).

[Inglewood Municipal Code Section 10-45]

Pursuant to Section 10-45 of the Inglewood Municipal Code, ST MARKET D3, LLC, a California limited liability company (the “Permittee”), as the ground lease tenant of that certain real property located in the City of Inglewood, County of Los Angeles, State of California, having a physical street address of 215 East Regent Street, Inglewood, California 90301, and more particularly described as follows:

PARCEL 1 OF PARCEL MAP NO. 82383, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 34, PAGES 19 THROUGH 36 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY
APN 4015-028-024, (the “Real Property”),

by and through its duly authorized undersigned representative hereby requests for the use and benefit of the Real Property, access over, under and across that certain publicly-owned right-of-way (the ROW Property”) consisting of an approximately One Hundred and Eighty-Four (184) square foot rectangular shape of land along the northwestern corner of Market Street and Regent Avenue due east of the Real Property on the Market Street sidewalk, as more specifically described on Exhibit “A” (“Legal Description for Easement”) and depicted on Exhibit “B” (“Depiction of Easement Area”), both of which exhibits are affixed hereto and fully incorporated herein by this reference, for the limited purpose of installing and maintaining approximately One Hundred Eighty-Four (184) square feet of easement in the right of way for landscape planter improvements to enclose three (3) existing Coral Trees Erythrina Genus along the southeastern corner of the 215 East Regent Street, Inglewood, California 90301.

Pursuant to terms of this ENCROACHMENT MAINTENANCE AND REMOVAL AGREEMENT (the “Agreement”), the City of Inglewood (the “City”) hereby authorizes the Permittee, inclusive of all successors in interest, authorized agents and representatives (collective the “Permittee Parties”) the necessary access over, under and across the ROW Property to install and maintain the Planter Improvements (the “Encroachment Activity”) thereon subject to the following:

(a) This Agreement shall run with the land and the Encroachment Activity shall be installed and maintained on the ROW Property in a safe and sanitary condition at the sole cost, risk and responsibility of the Permittee.

(b) The Permittee Parties (as the case may be) shall agree at all times to defend, indemnify and save the City free and harmless from and pay in full, any and all claims, demands, losses, damages or expenses that the City may sustain or incur in any manner resulting from the performance of any construction, maintenance, state of use, repair arising from and/or related to the Encroachment Activity and/or the presence of the Planter Improvements installed pursuant to this Agreement, including any and all injuries (including personal injury, disability, dismemberment, and death), illness losses, loss of or damage to property, damages, claims, liabilities or expenses of any kind or nature to any person that causes or alleged to be caused in whole or in part by the negligent act or acts or omissions by the City, its contractors, officers, agents or employees.

(c) The Permittee Parties (as the case may be) shall be fully responsible for the removal, relocation and/or restoration of the Planter Improvements pursuant to the Encroachment Activity as directed by the City of Inglewood Public Works Director, or assignee within thirty (30) days after notice by the City of Inglewood City Manager's
Representative (the “CMR”), or in case of an emergency, the CMR may require that the work be done immediately or within less than thirty (30) days’ notice. If the Permitted Parties (as the case may be) fails to remove, relocate or restore the Planter Improvements pursuant to the Encroachment Activity, the CMR may cause such work to be done, and the costs thereof shall be an enforceable lien against the Real Property.

(d) All ownership rights and obligations acquired by the City with respect to the ROW Property shall remain and continue in full force and effect and shall in no way be affected by the rights granted to the Permittee Parties to install and maintain the Planter Improvements pursuant to the Encroachment Activity.

(e) The Permittee shall maintain a policy of liability insurance, with the City also named, in an amount approved by the City of Inglewood Public Works Director, which will protect the City from any potential claims that may arise from the installation and maintenance of the Planter Improvements pursuant to the Encroachment Activity.

(f) The City may terminate this Agreement, demand for removal of the Planter Improvements, and require full restoration of the ROW Property as it existed prior to the City entering into this Agreement, or such better condition as deemed appropriate by the CMR.

This Agreement is dated and effective as of the date it is notarized and acknowledged by the City.

“Permittee”
ST MARKET D3, LLC
a California limited liability company

By: TSA MARKET GATWAY LLC
a California limited liability company
Its Managing Member

By:________________________
Jordan Pynes
President

“City”
CITY OF INGLEWOOD,
a municipal corporation

By:________________________
James T. Butts, Jr
Mayor

Encroachment Maintenance and Removal Agreement
215 East Regent Street – Coral Tree Planter Improvement
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EXHIBIT “A”

LEGAL DESCRIPTION FOR EASEMENT

Encroachment Maintenance Removal Agreement
City of Inglewood
EXHIBIT “A”
LANDSCAPING LEASE
LEGAL DESCRIPTION

PARCEL 1

BEING THAT PORTION OF MARKET STREET, AS SHOWN ON PLAT OF THE TOWNSITE OF INGLEWOOD IN
THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 34, PAGES
19 THROUGH 36, INCLUSIVE, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER
OF SAID COUNTY MORE PARTICULARLY DESCRIBED AS follows:

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT 18 OF BLOCK 305 OF SAID PLAT, BEING ALSO A
POINT ALONG THE WESTERLY RIGHT-OF-WAY OF SAID MARKET STREET (50.00 FOOT WES TERLY HALF-
WIDTH);

THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY, NORTH 00°29’12” WEST 8.76 FEET TO THE TRUE
POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 00°29’12” WEST 69.04 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY NORTH 89°30’48” EAST 2.67 FEET, TO A LINE PARALLEL WITH
AND DISTANT 2.67 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE WESTERLY RIGHT-OF-
WAY OF SAID NORTH MARKET STREET;

THENCE ALONG SAID PARALLEL LINE, SOUTH 00°29’12” EAST 69.04 FEET;

THENCE SOUTH 89°30’48” WEST 2.67 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 184 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT “B” ATTACHED HERETO AND MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

Jeffrey J. Lenherr
JEFFREY J. LENHERR
P.L.S. 9305

01/05/2023
DATE

PROFESSIONAL LAND SURVEYOR
STATE OF CALIFORNIA
NO. 9305