

OFFICIAL BUSINESS

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**Recording Requested by and**

**When Recorded Mail to:**

City Clerk's Office  
City of Inglewood  
One West Manchester Boulevard  
Inglewood, California 90301

APN: XXXX-XXX-XXX

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**DESTINATION MARKET STREET PROGRAM  
MAINTENANCE COVENANT**

This DESTINATION MARKET STREET PROGRAM ("PROGRAM") MAINTENANCE COVENANT ("COVENANT") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_ by and between the City of Inglewood, a municipal corporation and charter city ("CITY"), and \_\_\_\_\_ ("PROPERTY OWNER").

WITNESSETH THAT the CITY and the PROPERTY OWNER, for the consideration stated herein, mutually agree as follows:

WHEREAS, Market Street is the CITY's downtown commercial corridor; and

WHEREAS, there exists a compelling need for targeted revitalization efforts to attract more residents and visitors to Market Street, which can occur by fostering a vibrant environment for dining, shopping and entertainment. Such a revitalization requires a reinvestment on and around Market Street, which would support the economic goals of the CITY; and

WHEREAS, Section 19.56(E)(12) of the Budget Act of 2021 appropriated funding from the California General Fund to the California Department of Transportation to be allocated to the CITY for the Market Street Streetscape Improvement Program and Market Street Façade and Tenant Improvement Program, to fund streetscape improvements as well as provide grants allowing for façade and tenant improvements to owners and businesses along Market Street; and

WHEREAS, the PROPERTY OWNER owns commercially zoned property on or around Market Street between Florence Avenue and Hillcrest Boulevard with lease holding commercial tenant(s) and is eligible to apply for funds from the PROGRAM; and

WHEREAS, the PROPERTY OWNER desires to participate in the PROGRAM to provide façade and tenant improvements to the commercial business structure(s) located at \_\_\_\_\_ and is legally described as follows:  
\_\_\_\_\_ ("PROPERTY").

NOW, THEREFORE, in consideration of the promises made herein, the CITY and the PROPERTY OWNER agree as follows:

1. **Purpose of the COVENANT:** The purpose of the COVENANT is to set forth general maintenance standards and obligations of the PROPERTY OWNER in its maintenance of the improvements on and within the PROPERTY line.
2. **Compliance with PROGRAM Guidelines:** The PROPERTY OWNER shall comply with PROGRAM Guidelines ("GUIDELINES"), included herein as Attachment A. PROPERTY OWNER covenants and agrees for itself, its successors, and assigns, which the COVENANT shall run with the land and bind every successor or assign in interest of the PROPERTY OWNER, that during implementation of the improvements pursuant to this COVENANT, the PROPERTY shall not be improved, used or occupied in violation of the GUIDELINES established by the CITY and incorporated herein by reference, or the restrictions contained in this COVENANT. PROPERTY OWNER specifically acknowledges and covenants and agrees for itself, its successors, and assigns to adhere to the following:
  - a. The PROPERTY shall be kept in "as new condition" and a state of good repair for a period of five (5) years, commencing at the time of recordation of the Notice of Completion with the CITY, per the GUIDELINES. In the event the improvements are not preserved and maintained within the 5-year period, the CITY reserves the right to PROGRAM funds on a prorated basis. The PROPERTY OWNER will be obligated to reimburse the CITY in the event of a violation of the COVENANT.
  - b. Unless there is an executed lease agreement that exceeds a three (3) year term already in place at the time of the application to the PROGRAM, PROPERTY OWNER covenants that rent increases shall be limited to no more than 5% per year for a three (3) year period, commencing at the time this COVENANT is recorded.
  - c. The PROPERTY's use shall be consistent with all applicable zoning and land use regulations and shall not be a nuisance as defined by statute or decisional law.

The CITY shall, in its sole and absolute discretion, determine on an ongoing basis whether PROPERTY OWNER, its successors, and assigns adhere to the forgoing requirements. Any determination of noncompliance shall be addressed as prescribed by the terms of this COVENANT.

3. **Failure to Adhere to GUIDELINES:** In the event the PROPERTY OWNER does not maintain the PROPERTY in the manner set forth herein and in accordance with the GUIDELINES, or otherwise fails to comply with the GUIDELINES, the CITY shall have the right to place a lien on the PROPERTY for prorated value of the improvements. However, prior to taking such action, the CITY shall notify the PROPERTY OWNER in writing if the condition of said improvements is not in

accordance with the GUIDELINES and specify the deficiencies or noncompliance. Upon notification of any deficiency or noncompliance, the PROPERTY OWNER shall have 30 days within which to correct, remedy, or cure the deficiency or noncompliance.

In the event the PROPERTY OWNER fails to correct, remedy, or cure such maintenance deficiency or noncompliance after notification and after the period of correction has lapsed, the CITY shall have the right to commence default proceedings.

4. **PROPERTY OWNER's Events of Default:** The occurrence of any of the following shall constitute a default by the PROPERTY OWNER ("DEFAULT"), each of which are acknowledged by the PROPERTY OWNER to constitute a material default under this COVENANT:

The failure of the PROPERTY OWNER to perform any nonmonetary covenant or obligation identified within this COVENANT, or under the terms of that certain Destination Market Street Program Agreement ("AGREEMENT"), executed on \_\_\_\_\_, 202\_ between the CITY and the PROPERTY OWNER (or an eligible tenant per the terms of the AGREEMENT and the GUIDELINES), without curing such failure within 30 days after the giving of written notice of such DEFAULT from the CITY and the action required to cure such deficiency; provided, however, that if any DEFAULT with respect to a nonmonetary obligation is such that it cannot be cured within a 30-day period, it shall be deemed cured if the PROPERTY OWNER commences the cure within said 30-day period and diligently prosecutes such cure to completion thereafter the cure completed in any event within 60 days after the giving of said notice.

5. **Site Access:** The PROPERTY OWNER agrees to allow the CITY staff, its consultants, project managers, agents, or other designees, access to the commercial business structure(s) located on the PROPERTY for the purpose of ascertaining compliance with this COVENANT, the GUIDELINES, the AGREEMENT, and the terms, conditions, and limitations they identify for use of PROGRAM funds. Access to the PROPERTY shall be granted between the hours of 7:00 a.m. and 5:00 p.m. on Monday through Friday or at any time upon 24 hours' notice being given by the CITY to the PROPERTY OWNER.
6. **Plans and Specifications:** PROPERTY OWNER shall seek approval of plans and specifications for improvements eligible for PROGRAM funds consistent with the GUIDELINES. Any modifications or amendments to the GUIDELINES made subsequent to recordation of this COVENANT shall not apply retroactively to approvals.
7. **Term:** This COVENANT shall commence on the date indicated above and shall remain in full force and effect for a period of five (5) years commencing at the time of recordation of the Notice of Completion with the CITY.

8. **Withdrawal:** The PROPERTY OWNER agrees that if they choose to withdraw from the PROGRAM after the execution of the AGREEMENT, the PROPERTY OWNER will reimburse the CITY for any payment of PROGRAM funds made to the PROPERTY OWNER. In such event, the CITY shall no longer be obligated to fulfill its duties under this COVENANT. The CITY, at its discretion, may place a lien upon the PROPERTY to recover any expenses or damages incurred from the PROPERTY OWNER's withdrawal.
9. **Termination For Cause:** The CITY may terminate this COVENANT immediately in whole or in part by providing to the PROPERTY OWNER a written Notice of Default (hereinafter "Notice of Default") with no penalties incurred by the CITY if: a) the PROPERTY OWNER fails to perform any duties within the time specified in this COVENANT or any extensions approved in writing by the CITY; b) the PROPERTY OWNER fails to perform any other covenant or condition of this COVENANT; or c) the PROPERTY OWNER fails to make progress so as to endanger its performance under this COVENANT.

In its sole discretion, the CITY may include in the Notice of Default a period of time for the PROPERTY OWNER to cure the Default(s).

Without limitation of any additional rights or remedies to which it may be entitled, if the CITY terminates the AGREEMENT because of the PROPERTY OWNER's Default, the CITY may require the PROPERTY OWNER to return to the CITY all funds granted to the PROPERTY OWNER pursuant to the AGREEMENT and this COVENANT within 30 days from the date of written notice from the CITY to the PROPERTY OWNER.

10. **Payments to Contractor:** Consistent with the terms of the AGREEMENT and GUIDELINES, the PROPERTY OWNER is responsible for any and all payments to the contractor chosen by the PROPERTY OWNER for performance of the improvements eligible for PROGRAM funds. PROPERTY OWNER agrees to indemnify, defend, and hold harmless the CITY, its elected and appointed officers, employees, and agents from any and all claims, liabilities, damages, and losses asserted by PROPERTY OWNER's contractor against those parties.
11. **Recording:** The parties to this COVENANT agree that this COVENANT shall be executed and properly recorded at the Los Angeles County Registrar-Recorder's Office upon execution of this COVENANT. The PROPERTY OWNER acknowledges and agrees that this COVENANT shall be binding on all subsequent property owners. The PROPERTY OWNER agrees that in the event that this Property is ever sold, the PROPERTY OWNER shall disclose to such buyer the terms and conditions of this COVENANT and provide the buyer with a copy of this COVENANT.
12. **Notices:** Notices provided for in this COVENANT shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

**CITY OF INGLEWOOD:** City Manager

City of Inglewood  
One West Manchester Boulevard  
Inglewood, California 90301

With Copy to:

City Clerk's Office  
City of Inglewood  
One West Manchester Boulevard  
Inglewood, California 90301

**PROPERTY OWNER:** (Name)  
(Address)  
(City, State, and Zip Code)

Notices addressed as provided above shall be deemed delivered three (3) business days after being mailed via U.S. Mail or when delivered in person with written acknowledgement of receipt thereof. The CITY and the PROPERTY OWNER may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notices.

- 13. Special Power of Attorney:** If more than one (1) person holds a share of the title to the Property, a Special Power of Attorney may be signed by one (1) or more title holders which shall designate one (1) person to act on behalf of those title holders signing the Special Power of Attorney for the purpose of executing and amending this COVENANT.
- 14. Severability:** In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this COVENANT and shall in no way affect, impair, or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- 15. Interpretation:** No provision of this COVENANT is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this COVENANT is to be construed as if drafted by both parties hereto.
- 16. Waiver:** No breach of any provision hereof can be waived unless in writing. Waiver of any one (1) breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.
- 17. Entire Covenant:** This COVENANT, inclusive of the Attachment, constitutes the entire understanding and covenant of the parties. No variations, modifications, or changes hereto shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of all parties. All prior negotiations,

representations, and/or contracts between the parties relative to the subject matters hereof shall be superseded hereby and have no further force and effect.

**18. Counterparts:** This COVENANT may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute and be one and the same instrument.

[Signatures on the following page]

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## **SIGNATURES**

IN WITNESS, WHEREOF, the CITY and the PROPERTY OWNER, through their duly authorized officers, have executed this COVENANT as of the date first above written.

CITY OF INGLEWOOD  
DEVELOPMENT SERVICES DEPARTMENT

By \_\_\_\_\_  
(NAME)  
(Title)

PROPERTY OWNER:  
(insert Name)

Print Name \_\_\_\_\_

By \_\_\_\_\_  
Signature

## ATTACHMENT A

***(INSERT GUIDELINES HERE)***



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_ ,  
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 person(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 \_\_\_\_\_ (SEAL)