

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



404 B

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
January 17, 2013

SUBJECT: Abatement Agreement with Kendall & Kendall Inc. and Suzanne Roberts to resolve violations of the County's ordinances and potentially waive abatement costs of \$141.70.
Case No.: CV11-06259 [KENDALL & KENDALL INC. and ROBERTS]
Subject Property: Unimproved parcel on Sycamore Falls Ct., Anza;
APN: 580-530-004
District: 3/3

RECOMMENDED MOTION: that the Board of Supervisors:

1. Approve the attached agreement, and
2. Authorize execution of the agreement by the Code Enforcement Director, or his designee.

BACKGROUND: Under the 3-month pilot Anza & Aguanga Communities Code Enforcement Compliance Incentive Program (October 2012 – January 2013), property owners with open code enforcement cases cooperated with the County through an Abatement Agreement. The objective was to expedite resolution of the code violation(s) at the individual property by setting deadlines for compliance and, if the deadlines are met, to minimize the associated abatement costs.

GREG FLANNERY, Division Manager for
JUAN PEREZ, Interim Code Enforcement Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: Lisa A. Traczyk 1/23/13
DATE

Departmental Concurrence

Consent Policy
 Consent Policy

Dept't Recomm.:
 Per Exec. Ofc.:

EXHIBIT “A”

**ABATEMENT AGREEMENT
ANZA COMMUNITY INCENTIVE PROGRAM**

THIS ABATEMENT AGREEMENT ("Agreement") is entered into by and between the County of Riverside, Code Enforcement Department (hereinafter "County") and

Kendall & Kendall Inc. Suzanne Roberts
(hereinafter "Owner/Tenant").

RECITALS

A. Owner/Tenant is the owner/lessor of real property ("the Property") located within the Anza community in the unincorporated area of the County of Riverside, California, and with the following address:

Unimproved parcel on Sycamore Falls, APN 580-530-004

B. The Property is in violation of land use ordinances set forth in the Riverside County Ordinance ("RCO") codified at Riverside County Code ("RCC"). The description(s) of the violation(s) at the Property are set forth below in the compliance chart in Paragraph 1.4.

C. RCO No. 725 provides that property in the condition of violating a land use ordinance is a public nuisance, and further provides that the County may recover its costs and fees related to the abatement of that condition. (RCO No. 725, Sections 2 and 7)

D. The parties now desire to provide for the abatement of the public nuisance in existence at the Property by resolving the violations and minimizing the associated abatement costs and fees already incurred by the County's Code Enforcement Department.

NOW, THEREFORE, the parties hereby agree as follows:

1. Compliance with Riverside County Ordinances

Owner/Tenant shall bring the Property into compliance with all Riverside County Ordinances, particularly abatement of the violations set forth below, on or before the deadlines set forth below, by either:

- X (A) applying for and finalizing permits from the County, or
 (B) removing the violating structures or use

	Code Case No.	RCO/RCC Section	Description of Violation	First Deadline to File for Permits Or Begin Removal	Final Deadline for Compliance
1.	CV1106259	17.12.040	Excessive Outside Storage. Reduce to 200 square feet with permitted residence.		January 15, 2015
2.	" "	15.48.010	Two (2) Unpermitted Mobile Homes	January 15, 2014	January 15, 2015 into issued status.
3.					
4.			All mobiles/modulars/prefab buildings must be permitted or removed by:		July 15, 2015
5.					
6.					

7.					
8.					
9.					
10.					

2. **Entry and Inspection.** Owner/Tenant authorizes the County to enter upon the Property to inspect for compliance with this Agreement between the hours of 8:00 a.m. and 6:00 p.m. of any weekday. The County agrees to provide advance 24-hour telephonic notice of compliance inspection(s) to Owner/Tenant at the following phone number provided by Owner/Tenant: (310) 266-7248.

3. **Abatement Costs.**

3.1 If Owner/Tenant brings the Property into compliance with all Riverside County Ordinances within the time deadlines set forth in the compliance chart in Paragraph 1 above, then the County agrees to waive portions, or all, of abatement costs and fees incurred to date by its Code Enforcement Department, on a sliding scale to reward early compliance. As of the date of this Agreement, the combined costs and fees incurred for all the violations set forth in the compliance chart in Paragraph 1 above include the following:

_____	\$141.70	Fees/Costs
+ _____		Unpaid Citations
= _____		TOTAL TO DATE

3.2 If Owner/Tenant fails to bring the property into compliance by resolving all of the violations set forth in the compliance chart in Paragraph 1 above before the deadlines set forth in the compliance chart in Paragraph 1, then the County's waiver of its abatement costs and fees set forth in Paragraph 3.1 above becomes void, and the County may recover the amounts set forth above in Paragraph 3.1 in accordance with the provisions of RCO No. 725.

4. **Miscellaneous.**

4.1 **Successors-In-Interest.** This Agreement shall be binding upon, and shall inure to the benefit, of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

4.2 **Modifications.** All changes to this Agreement must be in writing signed by both parties.

4.3 **Severability.** The provisions of this Agreement are severable, and should any provision be unenforceable for any reason, the balance shall nonetheless be enforceable to the fullest extent permitted by law.

4.4 **Execution in Counterpart.** This Agreement may be signed in several counterparts, and all so signed shall constitute an agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or same counterpart. Facsimile signatures and photocopies of original signatures are deemed as valid and binding as original signatures.

IN WITNESS WHEREOF, the parties affirm their signatures hereto:

Dated: 11/28/12

OWNER/TENANT
By: _____

COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT

Dated: _____

By: _____