

REHABILITATION AGREEMENT

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City of Riverside ("City") and _____ ("Property Owner"), hereby enter into this Rehabilitation Agreement ("Agreement") in connection with the real property located at _____, Riverside, California, Assessor's Parcel Number _____ ("Subject Property"). The City and the Property Owner are sometimes referred to in the Agreement collectively as the "Parties."

RECITALS

A. Riverside Code Enforcement inspected the Subject Property on or about _____, in reference to _____.

B. A Notice of Pendency of Administrative Proceedings was recorded with the Riverside County Clerk and Recorder, Instrument Number _____ on or about _____.

C. An Administrative Civil Penalties Notice and Order was issued and served on the Property Owner and interested parties on or about _____.

D. An Administrative Civil Penalties Notice of Hearing was posted on the Subject Property and sent by regular and certified mail to the Property Owner on or about _____.

E. An Administrative Hearing was held on or about _____ that resulted in findings that the condition of the Subject Property violated Section _____ () of the Riverside Municipal Code ("RMC"). An order was issued by Hearing Officer Elio Palacios assessing administrative costs in the amount of \$ _____ and daily civil penalties of \$ _____.

F. Administrative Civil Penalties and Costs are currently outstanding and the Property Owner may be responsible for additional Administrative Civil Penalties and Costs assessed against the Subject Property in the absence of the execution of this rehabilitation agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the following covenants and their faithful and timely performance, the Parties agree as follows:

1. The Parties acknowledge that the foregoing recitals are true and correct to the best of the Parties information, knowledge and/or belief, and incorporate those recitals into this Agreement.

2. The Parties acknowledge that the Agreement constitutes a complete resolution and satisfaction of all current administrative code enforcement actions relating to the Subject Property and further, that the Parties intend to resolve all issues related thereto as a result of the Agreement.

3. The Property Owner agrees to maintain all structures on the Subject Property in compliance with Section(s) _____ (_____) of the RMC.

4. In the event that the City becomes aware of any nuisance or criminal activity on the Subject Property, the City will promptly notify the Property Owner in writing at the address indicated herein. Within 72 hours of the next business day following the City's notification, the Property Owner shall take appropriate action to eliminate the nuisance or criminal activity present on the Property, including, but not limited to, graffiti, trash, etc. Notwithstanding, the City is authorized to execute exigent board-ups and summary abatements to eliminate public health and safety dangers.

5. The City of Riverside agrees to accept \$_____ as full and final payment for its costs and fines and \$_____ as payment for its attorney fees, payments to be made within _____ days of execution of this Agreement. However, if there is any breach of this Agreement, the full amount of \$_____ shall be immediately due, deducting any payments made.

6. The Property Owner's failure to perform the promises contained in this Agreement, shall be a material breach of the Agreement and all outstanding penalties become immediately due and payable to the City. Further, the City has the right to file a motion to appoint a receiver, or avail itself of any other remedy at law, should the Property Owner be found to be in breach of any of the terms identified in the Agreement.

7. Notices pursuant to the Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows or as such address may be changed from time to time upon notice to the other:

City:

XXX
Deputy City Attorney
Office of the City Attorney
3750 University Ave. #250
Riverside, CA 92501

Property Owner:

XXX

8. Nothing contained in the Agreement shall be construed to alter the Parties statutory and common law duties, rights and liabilities with respect to nuisance abatement, hazardous substance handling and remediation; nor to apportion liability for the cost of abating or remediating the occurrence of any nuisance or release of "hazardous substances" and "hazardous materials" as those terms may be defined by regulatory agencies.

9. The Property Owner hereby forever voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action solely arising out of the City's administrative code enforcement actions occurring on or before the effective date of the Agreement however the same may occur and for whatever period said activities may continue, and Property Owner does for him/herself, his/her heirs, executors, administrators and assigns hereby release, waive discharge and relinquish any action or causes of action which may hereafter arise for him/herself and his/her estate.

10. The Parties, and each of them, acknowledge that they have read the Agreement; that they had an opportunity to have the Agreement explained to them by counsel of their choice; and that they are aware of the content and legal effect of the Agreement; and that they are not relying on any representations made by any other party or any of the employees, agents, representatives, or attorneys of any other party.

11. The Agreement shall be effective immediately upon its execution by all of the Parties. The Agreement may be executed in counterparts and in duplicate originals. If executed in counterparts, then upon proof of the execution of at least one complete copy, the Agreement shall be effective from the date of the last signature. If executed in duplicate, each duplicate copy shall be valid as an original copy.

12. Should any litigation be brought to enforce the provisions of the Agreement, or any rights or duties arising under the Agreement, the prevailing party in such litigation shall be entitled to recover its attorneys' fees and costs reasonably incurred in such litigation. The generality of the prior sentence notwithstanding, City shall be entitled to recover all legal and non-legal expenses, including but not limited to reasonable attorneys fees expended to collect all sums allowed by this settlement agreement and the judgment.

13. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by the Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

14. The Parties agree to execute and deliver any other instrument or document covenant necessary to carry out the terms of the Agreement.

15. The Agreement constitutes the entire agreement between the Parties. No modification of the Agreement shall be valid unless in writing signed by the Parties. The Parties shall not be bound by any representation, warranty, promise, statement or information, unless it is specifically set forth in the Agreement.

16. The Agreement has been jointly negotiated and drafted. The language of the Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties.

17. The failure of any party to insist upon strict observance of, or compliance with, all of the terms of the Agreement in one or more instances, shall not be deemed to be a waiver of a party's rights to insist upon such observance or compliance with the other terms of this Agreement.

18. Should any provision of the Agreement be deemed unlawful, that provision shall be severed, and the remaining terms shall continue to be valid and fully enforceable.

19. The Agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Parties.

20. Each person executing the Agreement represents and warrants to the other signatories that they have the authority to execute the Agreement on behalf of the entity for whom they are signing the Agreement.

[Signatures on next page]

Executed this _____ day of _____, 2019, at Riverside, California.

CITY OF RIVERSIDE

PROPERTY OWNER

By: _____
Al Zelinka
City Manager

By: _____
XXX

Attest: _____
Colleen J. Nicol
City Clerk

Approved as to Form:

XXX
Deputy City Attorney

CA#xxx