

Recording requested by:

CITY OF STOCKTON

Return to:

**City of Stockton Police Department
Attn: Neighborhood Services Sect.
22 East Weber Avenue #350
Stockton, California 95202**

APN: 137-140-26

**Subject: 931, 933 A, 933 B, 933 C, 935, 937, 939, 941 North Madison Street,
Stockton, California**

**AGREEMENT
between the
CITY OF STOCKTON and RAUL AGUIRRE**

THIS AGREEMENT is entered into this 14th day of October, 2017,
by and between the CITY OF STOCKTON, a municipal corporation organized
under the laws of the state of California (hereinafter referred to as "CITY") and
RAUL AGUIRRE (hereinafter referred to as "PROPERTY OWNER").

RECITALS

WHEREAS, a number of Notices/Citations were issued regarding
violations of the Stockton Municipal Code and/or State Building Codes at the
subject property located at **931, 933 A, 933 B, 933 C, 935, 937, 939, 941 North
Madison Street, Stockton, California** (hereinafter "Property"), and

WHEREAS, PROPERTY OWNER has expressed a desire to rehabilitate
the property and agree to correct the outstanding violations including, but not
limited to violations listed on Civil Penalty Notice and Order, issued April 6, 2016;

WHEREAS, PROPERTY OWNER agrees to execute this Agreement with
CITY to insure compliance with City adopted Codes; and

WHEREAS, PROPERTY OWNER and CITY now wish to enter into this
Agreement to further insure that PROPERTY OWNER will comply with the
deadlines set forth in this Agreement; now, therefore,

IN CONSIDERATION OF the faithful performance of the terms, conditions, and
promises set forth in this Agreement, the parties agree as follows:

1. PROPERTY OWNER or their agent will issue CITY a performance bond in the amount of \$50,000.00 which will be deposited in a secured account. This bond will be held until either the terms of this agreement have been completed and compliance met on the subject location or the agreement is voided due to non-compliance by PROPERTY OWNER or their agent. Should the agreement be voided due to non-compliance, the performance bond will be used by CITY in whatever measures are determined necessary, including obtaining compliance on listed violations, outstanding fees or fines, and/or other measures.
2. PROPERTY OWNER or their agent, must contact Neighborhood Services Section within ten (10) days of agreement, and agree to provide the CITY, and other inspectors as may be needed, access to Property in order to conduct interior and exterior inspections.
3. PROPERTY OWNER understands, a new Notice of Violation in the PROPERTY OWNER'S name will be issued to PROPERTY OWNER. This notice shall outline all violations and the required time limits to bring Property into compliance, the notice of violation shall be recorded by property lien with the San Joaquin County Recorder. PROPERTY OWNER waives right to appeal.
4. PROPERTY OWNER understands, and agrees, to contact City of Stockton Permit Center, 345 N. Elderado St., Stockton 209-937-8561, and obtain all appropriate required Building Permits for both buildings no later than thirty (30) days from the date of signing the agreement, to include the submittal of an engineer's report and plans.
5. PROPERTY OWNER understands and agrees to have all rough inspections on all permits inspected and approved by Community Development Department no later than ninety (90) days from date of signing the agreement.
6. PROPERTY OWNER understands and agrees to have all final inspections on all permits inspected and approved by Community Development Department and final habitability inspections by Neighborhood Services no later than one hundred eighty (180) days from date of signing the agreement.
7. Should the deadlines set forth not be complied with, CITY may take actions to bring Property into compliance. This may include, but not be limited to, issuance of Administrative Citations, Abatements and/or a Civil Penalty Notice and Order with no right of appeal.

8. PROPERTY OWNER understands, and agrees, that Property shall not be occupied until inspected and approved for occupancy by Building Department and this department.
9. PROPERTY OWNER understands, and agrees, that no release of any lien currently recorded on the property, shall be recorded with the San Joaquin County Recorder's Office until Property is in compliance and payment has been made, in full, on any outstanding balance owed to CITY.
10. PROPERTY OWNER understands, and agrees to maintain the exterior of Property at all times to meet all requirements of the Stockton Municipal codes including Municipal Code Property Maintenance Standards.
11. PROPERTY OWNER understands, and agrees to waive the right to appeal.
12. It is further understood that this Agreement is being made with PROPERTY OWNER exclusively, and may not be directed to any other party. CITY does not waive its rights to pursue any and all legal remedies in the event the property sells or if any of the terms and conditions listed herein, or within the new Notice of Violation (to be issued following the close of escrow), are not met.

JOB SITE

Property Owner's Address: Raul Aguirre 422 Curran Avenue Sacramento, CA 95833 (916) 620-0229	By: <u>Raul Aguirre</u> PRINTED NAME By: <u>[Signature]</u> SIGNATURE Date: <u>Oct 4, 2017</u> "OWNER"
	By: <u>Jeff Hunt</u> PRINTED NAME By: <u>[Signature]</u> SIGNATURE Date: <u>10-4-17</u> CODE ENFORCEMENT "CITY"

JOB SITE COPY

ALL-PURPOSE 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.

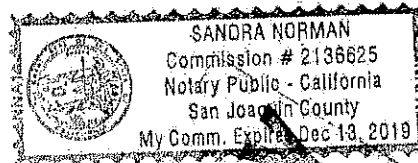
STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

On October 4, 2017 before me, Sandra Norman - Notary Public
personally appeared Raul Aguirre Gonzalez
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the within instrument and acknowledgment to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity, and that by his/~~her~~/their signature on the instrument the person, or the entity upon behalf of which the person 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

Sandra Norman
NOTARY PUBLIC IN AND FOR THE SAID STATE



CAPACITY CLAIMED BY SIGNER
NAME OF PERSON(S) OR ENTITY(IES)

☒ INDIVIDUAL(S)

☐ CORPORATE

OFFICER (S)

☐ PARTNER

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ SUBSCRIBING WITNESS

☐ GUARDIAN/CONSERVATOR

☐ GOVERNMENT

☐ OTHER

SIGNER IS REPRESENTING
NAME OF PERSON(S) OR ENTITY(IES)

ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to an unauthorized document.

THIS CERTIFICATE	Title or Type of Document	<u>Stipulation Agreement</u>
MUST BE ATTACHED	Number of Pages <u>(4)</u>	<u>931-933A, 933B, 933C, 935, 937, 939, 941</u>
TO THE DOCUMENT	Date of Document	<u>N. Madison St. APN 137-140-26</u> <u>October 4, 2017</u>
DESCRIBED AT THE RIGHT	Signer(s) Other Than Named Above	<u>Jeff Hunt for City of Stockton</u>

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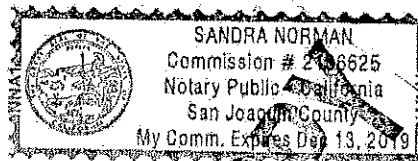
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☐ CORPORATE N/A
OFFICER(S) N/A
☐ PARTNER
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ SUBSCRIBING WITNESS
☐ GUARDIAN/CONSERVATOR
☒ GOVERNMENT Jeff Hunt
☐ OTHER

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City of Stockton

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MUST BE ATTACHED	Number of Pages	<u>N. Madison St. APR 137-140-26</u> <u>4</u>
TO THE DOCUMENT	Date of Document	<u>October 4, 2017</u>
DESCRIBED AT THE RIGHT	Signer(s) Other Than Named Above	<u>Raul Aguirre Gonzalez</u>