

AGREEMENT TO DEMOLISH

THIS AGREEMENT (hereinafter referred to as "the Agreement") is made and entered into on this 8th day of September 2020, by and between Willie and Helen Cadiente, (hereinafter referred to as "Property Owner"), and the Town of Los Gatos, a municipal corporation, (hereinafter referred to as "the Town")

RECITALS

WHEREAS, Willie and Helen Cadiente, are the owners of property commonly known as 94 Hernandez Avenue in the Town of Los Gatos ("Subject Property"); and

~~WHEREAS, the Subject Property~~ is comprised of a residential lot with a Main Residential Structure and Two Small Structures as depicted in Exhibit "A"; and

WHEREAS, the Town of Los Gatos has asserted that the Main Residential Structure on the Subject Property contains various Municipal and State Code violations and is uninhabitable and has deteriorated to a point that it constitutes a threat to public health and safety warranting demolition; and

WHEREAS, Property Owner desire to voluntarily demolish the Main Structure, and the Town of Los Gatos and the Property Owner wish to resolve this matter in a mutually agreeable fashion, without the necessity of legal proceedings.

NOW, THEREFORE, in consideration for the mutual promises and covenants contained herein, the parties hereto agree as follows:

AGREEMENT

SECTION 1

The Town of Los Gatos agrees to withhold further Enforcement Action against the Property and Property Owner in exchange for Property Owner's agreement, as set forth herein, to bring the property into full compliance with the Town Municipal Code and International Property Maintenance Code for Abatement of Public Nuisances within the time frames set forth in this agreement.

SECTION 2:

The Town of Los Gatos and the Property Owners agree that that the Subject property currently constitutes a nuisance and is in violation of the following code sections with the applicable sections attached hereto as Exhibit "B":

1. Town of Los Gatos Municipal Code § 29.10.185, §29.80.315 and § 30.10.030
2. Civil Code § 3479 and § 3480.
3. Health & Safety Code § 17920.3 and §17980

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4. International Property Maintenance Code § 108.1.1, § 110.1, §302.5, § 304.1, §3 04.2, § 304.6, § 304.7 and § 308.1

SECTION 3:

Upon execution of this Agreement, the Property Owners shall undertake and abate the violations listed in Section 2 not later than October 31, 2020 by demolishing the Main Residential Structure. Property owner recognizes and agrees that the objective of this Agreement and the October 31, 2020 deadline is to abate and correct the nuisances identified in SECTION 2 of the Agreement without causing the Town to seek enforcement and abatement proceedings to demolish the Main Residential Structure.

SECTION 4:

The demolition of the Main Residential Structure shall be performed and conducted with a proper demolition permit issued through the Community Development Department of the Town of Los Gatos. The Town agrees to reimburse the Claimant any demolition permit fees paid by the Property Owner to the Town so long as the Main Structure is demolished by October 31, 2020. In addition, the Town agrees to reimburse the Property owner for future Town permit and building fees for the renovation of the two accessory structures. Property Owner must expend the funds for permit and building fees for the two accessory units prior to June 30, 2021 and the Town will reimburse the Property Owner prior to June 30, 2021.

SECTION 5:

It is expressly understood by the Parties that time is of the essence in this Agreement. Failure to meet time deadlines, as set forth in the Agreement, shall be considered to be a material breach of this Agreement. Should Property Owner fail to comply with this Agreement in the time set forth, the Town of Los Gatos shall have the right to enter the property and demolish the Main Residential Structure to abate the nuisances set forth in Section 2. If the Town is required to demolish the Main Residential Structure, the Property Owner agrees that they shall be responsible for all costs incurred by the Town that are associated with the abatement. All costs shall be paid to the Town within 30 days from the date of invoice. If the costs are not paid, they shall become a tax lien against the property. Property Owner waives any right to contest the issue of Code violations set forth herein and their nature as nuisances, either before the Planning Commission of the Town of Los Gatos, the Town Council of the Town of Los Gatos, or the courts of the State of California.

SECTION 6:

It is expressly understood, and the Parties agree that once demolition of the Residential Main Structure is complete, the property owner agrees that any subsequent development on the property will require the submittal of a Development Review Application Package, and when the Application is complete, it shall be forwarded to the Planning Commission for review and approval in accordance with the Town Code, the General Plan and the Town's Residential Design Guidelines and said development shall be required to comply with Section 4.10 the

Town's Residential Design Guidelines even though the Subject Property is not within a Historical District.

SECTION 7:

The parties agree that the covenants set forth in this Agreement shall affect the real property described above and, in fact, shall constitute covenants which run with the land. This Agreement shall bind the Town and the Property Owner until the violations set forth in Section 2 have been abated and the Main Residential Structure demolished, and shall also bind any successors-in-interest which may come into title with respect to the land or anyone receiving any interest in the land whatsoever.

WHEREFORE, the parties have agreed, as set forth above, and they do witness their Agreement by setting forth their signatures below on this 7th day of Sept 2020.

Signed under duress
"PROPERTY OWNER"

By: Willie Cadiente
Willie Cadiente
Property Owner

"TOWN OF LOS GATOS"

By: Robert Schultz
Robert Schultz, City Attorney
Town of Los Gatos

Signed under duress
"PROPERTY OWNER"

By: Helen Cadiente
Helen Cadiente
Property Owner

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