

**STIPULATED ADMINISTRATIVE ENFORCEMENT SETTLEMENT  
AND AGREEMENT BETWEEN THE CITY OF PALO ALTO  
AND RANDY FERIANTE**

This Agreement is entered between the CITY OF PALO ALTO (“CITY”), a Chartered City and municipal corporation, whose address is P.O. Box 10250, Palo Alto, California 94301, and RANDY FERIANTE (“OWNER”) who is the owner of property located at 1693 Mariposa Avenue, Palo Alto, California 94306. CITY and OWNER may be collectively referred to as “PARTIES”.

**RECITALS:**

A. On or about May 23, 2006, OWNER applied for and received a building permit (Permit No. 13000-02377 (06000-00000-01235)) to construct a single family home at 1693 Mariposa Avenue, Palo Alto, CA 94306 (“PROPERTY”). Permit number 13000-02377 reflects an updated plan to reflect the 2010 California Code of Regulations as adopted by local ordinance. The original design and permit were based on the 2001 version.

B. On or about November 20, 2017, OWNER allowed Permit No. 13000-02377 to expire by suspension or abandonment of work and failed to renew the permit within 30 days, in violation of Palo Alto Municipal Code (“PAMC”) Section 16.62.20.

C. On or about May 21, 2018, OWNER applied to renew the permit, pursuant to PAMC Section 16.04.090. PAMC Section 16.04.090 provides that the Chief Building Official may require, as a condition of permit renewal, payment of a penalty under PAMC Chapter 16.62.

D. As of May 21, 2018, the penalty that could be assessed for OWNER’s violation of PAMC Chapter 16.62 was approximately \$79,600.00.

E. CITY and OWNER wishes to settle and resolve the CITY's claims based on or related to the alleged violations referred to above to avoid the risks and expense of further code enforcement action and/or litigation.

**AGREEMENT**

Now, therefore, in consideration of the Recitals and mutual promises made herein and the mutual benefits to be derived from this Agreement, the PARTIES agree as follows:

1. Permit Renewal. The Chief Building Official shall renew OWNER’s building permit for the residence located at the PROPERTY, subject to the original conditions and requirements applicable to Permit No. 13000-02377 (06000-00000-01235).

2. Deferral of Citation Subject to Additional Conditions. CITY shall defer the issuance of a citation to OWNER for violation of PAMC Chapter 16.62 in connection with Permit No. 13000-02377, and the accrual of additional penalties shall be tolled, provided that OWNER complies with the following terms:

- a. OWNER shall maintain the public right of way in front of the PROPERTY free and clear of any leaves, dirt, and debris.
- b. OWNER shall ensure that all fences on the PROPERTY comply with City of Palo Alto fence regulations.
- c. OWNER shall maintain all construction fencing and screening to aesthetically mitigate all visual appearance of construction activity to a height of 7 feet.
- d. OWNER shall diligently progress construction activities at the PROPERTY and obtain rough-in inspections no later than February 1, 2019 and an approved final inspection no later than July 31, 2019.
- e. In the event OWNER fails to diligently progress construction activities as provided herein, the accrual of additional penalties shall no longer be tolled as of May 21, 2018 or July 31, 2019, as applicable. In addition, CITY may claim the full accrued penalty of \$79,600.00 as an immediately due and payable debt without the need for an administrative citation pursuant to PAMC Chapter 1.12.

Amendments to the conditions set forth in this paragraph shall be in writing and signed by OWNER and CITY's Chief Building Official.

3. Release of Claims Related to Alleged Code Violations. Subject to OWNER's successful completion of the requirements of Paragraph 2 above, CITY shall not take enforcement action against OWNER for the violations of the Palo Alto City Code described in the Recitals above. "Enforcement Action" includes, but is not limited to, criminal prosecution, administrative citation, administrative compliance order, and civil litigation for money damages to injunctive relief. Nothing in this Agreement shall preclude CITY from pursuing additional remedies for violations not specifically identified in the Recitals.

4. Binding on Successors. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of OWNER.

5. Entire Agreement. CITY and OWNER each understand that the PARTIES have not agreed to, or promised to do, or admitted to, any act or thing not expressly set forth in this Agreement. This Agreement sets forth the entire agreement between the PARTIES and supersedes any and all prior agreements and understandings, written or oral, between the PARTIES pertaining to the subject matter contained herein. Each party shall bear its own costs and attorney's fees.

6. Representations and Statements. CITY and OWNER represent and acknowledge that in executing this Agreement, they do not rely, and have not relied, upon any representation or statement made by any of the PARTIES or any of the PARTIES' agents, attorneys, or representatives with regard to the subject matter, basis or effect of this Agreement other than those specifically stated in this written Agreement. CITY and OWNER have reviewed and revised, or had the opportunity to revise this Agreement; and accordingly the normal rule of construction to

the effect that any ambiguities are to be resolved against the drafting party is not applicable and therefore shall not be employed in the interpretation of this Agreement or any amendment of it. CITY and OWNER further represent and warrant that, other than actions referred to in the Recitals, neither has taken any action, or commenced any proceeding against the other in any administrative or judicial action of any sort.

7. Preservation of Agreement. Should any provision of this Agreement be found invalid or unenforceable by a court of competent jurisdiction, the legality and enforceability of the remaining provisions shall not be affected and the illegal or unenforceable provision shall not be considered part of this Agreement.

8. Authority to Execute. The persons executing this Agreement on behalf of the PARTIES warrant that they are duly authorized to execute this Agreement and to bind the party on whose behalf he or she is signing.

9. Effective Date. This Agreement shall become effective immediately once the PARTIES have signed it.

The PARTIES, having read all the foregoing, having been duly advised by counsel, and having fully understood and agreed to the terms and conditions of this Agreement, execute this Agreement by signing below.

CITY OF PALO ALTO

By:   
George E. Hoyt  
Chief Building Official

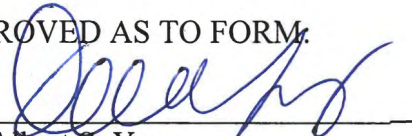
OWNER

  
Randy Feriante

Dated: 8.30.18

Dated: 8/30/2018

APPROVED AS TO FORM:

By:   
Albert S. Yang  
Deputy City Attorney