

Exhibit A

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MONTEREY COUNTY

RESOURCE MANAGEMENT AGENCY

Carl P. Holm, AICP, Director

LAND USE & COMMUNITY DEVELOPMENT | PUBLIC WORKS & FACILITIES | PARKS
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Salinas, California 93901-4527

(831)755-4800
www.co.monterey.ca.us/rma



November 9, 2018

STIPULATED AGREEMENT

This is a Stipulated Agreement (hereinafter "Agreement") between the County of Monterey (hereinafter "County") and Donna Buchholz, as owner (collectively referred to as "Responsible Party") to address various code compliance violations involving the property located at 17 Ring Lane, Carmel Valley CA APN: 187-081-025-000, within the County of Monterey (hereinafter "Property").

In order to avoid the expense of litigation in these matters, County and Responsible Party wish to entirely resolve and settle the code compliance violations related to a Notice of Violation dated May 16, 2018.

I. CONSIDERATION

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, and to avoid unnecessary litigation, it is hereby agreed by and between the County and Responsible Party as follows:

1. **Code Compliance Case Number 15CE00201**, related to the Property, was opened on or about **July 16, 2015**.
2. Violations:
 - **Unpermitted elevated accessory structure over fifteen feet in height in a Design Approval District.**
3. Responsible Party acknowledges the receipt of a true copy of such Notice of Violation described above and fully accepts the responsibility without condition for making the corrections or required repairs required by such Notice of Violation.
4. County has incurred **\$360.00** in administrative costs for the investigation of the code violations.
5. Responsible Party will pay the sum of **\$360.00** in settlement of these penalties and administrative costs. The Responsible Party is jointly and severally liable for this amount. Such amount shall be due by **November 30, 2018**
6. Responsible Party agrees that all permit fees, including double fees, are not waived; only amounts specified as Administrative Fines or Penalties will be waived or reduced.
7. Responsible Party acknowledges that this agreement only relates to current code violations on the above referenced Property through **July 15, 2015**. County of Monterey is not precluded from

investigating and taking enforcement actions, if new code violations occur thereafter. Should Responsible Party fail to abide by the terms of this Agreement, County of Monterey is free to take any and all appropriate enforcement actions.

8. Responsible Party agrees to apply for the necessary permits from the Resource Management Agency to complete the following:
 - **Apply for, obtain and final the necessary Planning and Construction permits that meet current Monterey County Codes or remove the structure in its entirety from the parcel.**
(PLN160105 was applied for on February 12, 2016 and a request for a public hearing was received on March 21, 2016)
9. The Resource Management Agency will move the project forward to the Planning Commission before the end of January 2019 for a policy decision on whether the elevated structure used as a tree house requires a land use entitlement.
10. Responsible party agrees to apply for a Construction permit to construct the elevated accessory structure used as a treehouse that meets current Monterey County Code or to demolish the structure within 30 days of the Planning Commissions determination, unless appealed to the Board of Supervisors.
11. Responsible party agrees requests for information necessary to process applications will be responded to within **10 working days** of request, unless an extension is granted By Monterey County for any such information that requires additional time and is outside of the Responsible Party's control.
12. Responsible Party agrees that once permits are ready to be issued, they shall be picked up from the County within **10 working days** of being ready.
13. Responsible Party agrees to complete all required work within **45 days** of permit issuance.
14. Responsible Party agrees to have their signature notarized at their expense and return the Agreement by close of business by **November 30, 2018**.
15. **Responsible Party agrees that if they fail to comply with the terms and conditions of this Agreement an Administrative Fine/Penalty in the amount of \$500.00 a day will become due and payable up until the violation is abated along with any additional cost recovery fees for the investigation.**

II. TRANSFER OF TITLE, INTEREST OR POSSESSION

Responsible Party will not sell, transfer, mortgage, lease or otherwise dispose of the property knowing there is a Notice of Violation involving the property until the violations are corrected or until such owner first furnishes the grantee, transferee, mortgagee, or lessee owner with a true copy of any such Notice of Violation and shall furnish to the Enforcement Official a signed and notarized statement from the grantee, transferee, mortgagee, or lessee, acknowledging the receipt of a true copy of such Notice of Violation and fully accepting the responsibility without condition for making the corrections or repairs required by such documents or stating intentions to timely challenge such Notice of Violation. Failure to provide notice as required by Monterey County Code Section 1.22.210 is a misdemeanor. The transfer of ownership in violation

Monterey County Code Section 1.22.210 shall not abrogate the transfer. Any new owner shall not occupy or use the property until the Enforcement Official gives consent.

III. ATTORNEYS FEES AND LIENS

County and Responsible Party shall each bear their own costs and attorneys' fees. If it becomes necessary to engage in legal proceedings to enforce or interpret any of the provisions of this agreement, the prevailing party will be entitled to recover, his or her reasonable attorneys' fees incurred in connection with such proceedings.

IV. OTHER WARRANTIES

Each of the Responsible Party warrant that the settlement evidenced by this Agreement and the execution of this Agreement has been approved and authorized by Responsible Party, and that the persons who execute and attest this Agreement have been authorized to perform said acts.

V. SEVERABILITY

Should any provision of this Agreement be held invalid or illegal, such illegality will not invalidate the remainder of this Agreement. Instead, the Agreement shall be construed as if it did not contain the illegal part, and the rights and obligations of the Party shall be construed and enforced accordingly.

VI. INTERPRETATION

This Agreement shall be construed and enforced pursuant to the laws of the State of California.

VII. REPRESENTATION

Responsible Party have had the opportunity to be represented by independent legal counsel of their own choice, and this Agreement was prepared with the joint input of all Party, and shall not be construed in favor of or against any party to the Agreement. Responsible Party further acknowledges that this Agreement was executed freely and voluntarily and with the opportunity for Responsible Party to receive the advice of independent legal counsel.

VIII. INDEMNIFICATION

By signing this Agreement the undersigned Responsible Party agree to fully indemnify County and hold County harmless from any claim, including lien claims, lawsuits, attorneys' fees or costs of litigation brought against County by any person or entity arising as a result of this Agreement, whether said person or entity disputes the terms of this Agreement, the authority of the undersigned to make this Agreement, or for any additional claim of damages arising out of these claims.

IX. COUNTERPARTS

The Parties agree that this Agreement may be executed in counterparts. Each of the undersigned, whether signing separately or on the same document with other Party, agrees to each and every

15CE00201

November 9, 2018

Page 3

part of the above agreement. This Agreement is deemed executed on the date upon which all undersigned have signed this Agreement.

RESPONSIBLE PARTY

Owner/Agent

Donna Buchholz 11-14-18

Donna Buchholz

Date

NOTE TO NOTARY PUBLIC: If you are notarizing the signatures of persons, signing on behalf of a corporation, partnership, trust, etc., please use the correct notary jurat (acknowledgment) as explained in your Notary Public Law Book.

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)

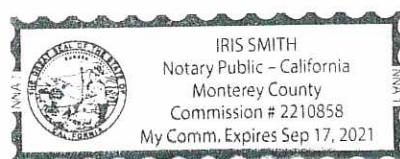
COUNTY OF MONTEREY)

On November 14, 2018 before me, Iris Smith, a Notary Public, personally appeared Donna Buchholz, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

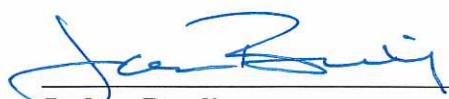
WITNESS my hand and official seal.

Signature *[Signature]*



(Seal)

COUNTY OF MONTEREY



Joshua Bowling
Resource Management Agency
Services Manager, Code Compliance

11/16/18

Date

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