

ATTACHMENT A

CITATION SETTLEMENT AGREEMENT

## **CITATION SETTLEMENT AGREEMENT**

THIS CITATION SETTLEMENT AGREEMENT (the "Agreement") is entered into as of May \_\_, 2023 (the "Effective Date"), by and among the CITY OF VICTORVILLE, a municipal corporation, ("City"), and BAYOU TITLE HOLDING TRUST/VAN NGUYEN ("Defendant"). City and Defendant are collectively referred to as the "Parties", with respect to the following:

### **RECITALS**

**WHEREAS**, Defendant is the owner of a residential property located at 12265 Bayou Place, Victorville, California, 92392 ("Property"); and

**WHEREAS**, Defendant is the property owner and person in full charge and control of the Property; and

**WHEREAS**, Defendant has been issued Citation No. 27258 by the City of Victorville Code Enforcement Division, for violating Victorville City Municipal Code 13.150.060(c) pertaining to excess cannabis cultivation at the Property as well as ongoing property maintenance violations; and

**WHEREAS**, Defendant has incurred a total administrative fines and penalties in the amount of twenty thousand and six hundred dollars (\$20,600.00) (the "Citation Fine Amount"); and

**WHEREAS**, the Parties believe that it is in its best interest to settle the Citation Fine Amount pursuant to the terms of this Agreement; and

**NOW THEREFORE**, in consideration of the mutual promises and releases contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

### **AGREEMENT**

#### **SECTION 1. DEFENDANT'S OBLIGATIONS**

**1.1** Defendant shall take the following steps immediately following the date of execution of this Agreement:

- Defendant agrees to pay a total settlement amount of \$14,420.00 (the "Settlement Amount").
- Defendant shall comply with all requirements in the Notice of Violation, issued by the City of Victorville Code Enforcement Division, Case No. CODE22-13404, dated December 8, 2022.

- To the extent the Subject Property is leased by Defendant, Defendant shall obtain and maintain a City of Victorville Rental Property Business License:
- The Defendant and his agents shall not use or allow the Property to be used in a manner which violates Victorville Municipal Code Chapter 13.150.060(c) or any other provision of the Victorville Municipal Code.

## **SECTION 2. CITY'S OBLIGATIONS**

The City upon receipt and clearance of the Settlement Amount shall immediately execute all documents necessary to release the Lien recorded against the Property on December 8, 2022.

## **SECTION 3. REMEDIES FOR FAILURE TO COMPLY**

Defendant's failure to comply with Section 1 of this Agreement shall entitle the City to: (1) initiate proceedings in Superior Court to enforce this Agreement; (2) to revoke Defendant's Business License; and/or (3) take any other legal remedy available under the law or equity to the City. In any action to enforce the terms of this Agreement, the prevailing party will be entitled to its attorneys' fees and costs incurred.

## **SECTION 4. NOTICE**

Any notice or communication required hereunder between City and Defendant shall be in writing and may be given by both regular United States Mail **and** by certified mail, return-receipt requested. Notice or communications shall be deemed to have been given on the date of mailing. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Notices or communications given directly between the parties shall only be sent to the other party. Notices or communications given by legal counsel shall only be served upon legal counsel for the other party. Such notices or communications shall be given to the parties at their respective addresses set forth below:

To City: Jorge Duran, Code Enforcement Manager  
 City of Victorville  
 14343 Civic Drive  
 PO Box 5001  
 Victorville, CA. 92393-500

To City's Counsel: Joan Stevens Smyth, Deputy City Attorney  
 City of Victorville

30077 Agoura Court, Suite 210  
Agoura Hills, California 91301

To Defendant: Van Nguyen  
Bayou Title Holding Trust  
PO Box 945  
Victorville, CA 92393

**SECTION 5. MODIFICATIONS**

Neither this Agreement, nor any term or provision thereof, may be waived, modified, or amended except by written agreement signed by all Parties.

**SECTION 6. JOINTLY DRAFTED**

It is agreed to by and between the Parties that this Agreement was jointly negotiated and jointly drafted by the Parties, and that it shall not be interpreted or construed in favor or against either party on the ground that said party drafted the Agreement. The language of this Agreement shall be construed as a whole according to its fair and logical meaning and not strictly for or against any of the Parties.

**SECTION 7. RIGHT TO SEEK INDEPENDENT LEGAL COUNSEL**

Each Party acknowledges that it has had the right to retain independent legal counsel of its own choice throughout all of the negotiations which preceded the execution of this Agreement, and that each Party has executed this Agreement voluntarily and with a full understanding of each and every term of the Agreement whether or not with the consent and on the advice of such independent legal counsel.

**SECTION 8. SEVERABILITY**

If any part of this Agreement is said to be unlawful or not effective, the remainder of this Agreement shall remain in full force and effect.

**SECTION 9. COUNTERPARTS**

This Agreement may be executed in one or more identical counterparts, each of which shall be deemed to be an original hereof. Signatures via facsimile or otherwise transmitted electronically are authorized and shall be deemed original signatures.

**SECTION 10. WAIVER**

A waiver of any provision of this Agreement by any of the Parties shall not be deemed a waiver of such provision either before or thereafter and shall not be deemed a

waiver of any other provision of this Agreement.

**SECTION 11. EFFECTIVE DATE**

This Agreement shall become effective only upon its execution by each of the persons and entities set forth below and ratification of the City Council of Victorville.

**SECTION 12. TIME IS OF THE ESSENCE**

Time is of the essence with respect to any act or performance under this Agreement.

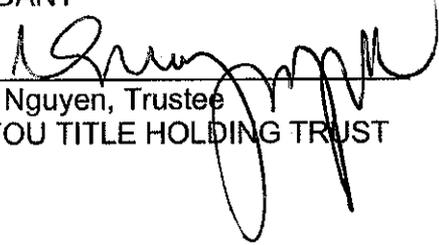
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**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement effective the day and year first written above.

CITY OF VICTORVILLE

By: \_\_\_\_\_  
Keith Metzler  
CITY MANAGER

DEFENDANT

By:  \_\_\_\_\_  
Van Nguyen, Trustee  
BAYOU TITLE HOLDING TRUST

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Joan Stevens Smyth,  
Deputy City Attorney

ATTEST:

By: \_\_\_\_\_  
Jennifer Thompson, City Clerk