

(ENDORSED)  
**FILED**  
JAN 19 2016

DAVID H. YAMASAKI  
Chief Executive Officer/Clerk  
Superior Court of CA County of Santa Clara

F. Tong-Miller

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA**

**IRIN RICHARDS | WATSON | GERSHON**  
ATTORNEYS AT LAW - A PROFESSIONAL CORPORATION

CITY OF SEASIDE, a municipal corporation,  
Plaintiff/Petitioner,  
vs.  
CITY OF SAND CITY, a municipal corporation; SUCCESSOR AGENCY TO THE SAND CITY REDEVELOPMENT AGENCY, a local public entity; DOES 1 through 20, inclusive,  
Defendants/Respondents.

AND RELATED CROSS-ACTION.

Case No. 1-13-CV-243063  
Assigned to Hon. Patricia M. Lucas - Dept. 2  
**[PROPOSED] JUDGMENT ON STIPULATION FOR ENTRY OF JUDGMENT**  
Complaint Filed: December 11, 2012  
FAC Filed: January 9, 2013  
[Exempt from filing fees pursuant to Govt. Code § 6103]

**FAXED**

In the above action, plaintiff and cross-defendant City of Seaside ("Seaside") and defendants and cross-complainants Successor Agency to the Sand City Redevelopment Agency ("Successor Agency") and City of Sand City ("Sand City"), having stipulated that judgment be entered:

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

1. Judgment on the First Amended Complaint ("FAC") and the Cross-Complaint is awarded as follows:

**[PROPOSED] JUDGMENT ON STIPULATION FOR ENTRY OF JUDGMENT**

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1 a. The Successor Agency shall list an enforceable obligation of \$364,521  
2 per year on its Recognized Obligation Payment Schedules ("ROPS") which constitutes the  
3 annual payment amounts owed by the Former Agency to Seaside pursuant to the May 18,  
4 1989 Agreement ("1989 Agreement").

5 b. The semi-annual payment obligations of \$182,261 to Seaside will be  
6 listed by the Successor Agency beginning with ROPS 16-17a which covers the period from  
7 July 1, 2016 to December 31, 2016. If the Dissolution Act permits annual filing of ROPS,  
8 the Successor Agency shall include the full annual amount on each annual ROPS.

9 c. The obligation of the Successor Agency to list the semi-annual  
10 payment obligations to Seaside of \$182,261 in its ROPS shall continue through the ROPS  
11 period covering July 1, 2027 through December 31, 2027.

12 d. In lieu of stipulating to a Court order allowing an amendment of the  
13 Successor Agency's ROPS for the period covering January 1, 2016 to June 30, 2016, the  
14 Successor Agency agrees to list the semi-annual payment obligation of \$182,261 in the  
15 ROPS for the period covering July 1, 2027 through December 31, 2027.

16 e. The Successor Agency shall promptly pay to Seaside funds allocated  
17 to it from the Redevelopment Property Tax Trust Fund ("RPTTF") for the 1989 Agreement  
18 in accordance with Health and Safety Code Section 34183, following current payments on  
19 the 2008A and 2008B Bonds. In the event there are insufficient funds allocated to the  
20 Successor Agency from the RPTTF to pay the entirety of the requested semi-annual  
21 payment amount of \$182,261 for a particular ROPS period, together with other enforceable  
22 obligations listed on the ROPS for that period, following payments due on the 2008A and  
23 2008B Bonds for that same ROPS period, the deficit will not be carried over to subsequent  
24 years. Only property taxes allocated to the Successor Agency from the RPTTF shall be  
25 obligated to pay Seaside the semi-annual payment amount.

26 f. The Successor Agency agrees to cooperate with Seaside to perfect  
27 Seaside's right to receive payments from the RPTTF including, but not limited to, listing  
28 the payment obligation to Seaside on the ROPS, advocating approval of this payment

1 obligation to Seaside by the Oversight Board and the Department of Finance and, if  
2 necessary, participating as a party in litigation regarding the payment obligations to  
3 Seaside.

4 g. If litigation is initiated by Seaside to enforce its right to receive  
5 payment from the RPTTF as set forth above, the Successor Agency shall join in any such  
6 action if it is necessary to establish jurisdiction, standing to sue or other procedural  
7 prerequisites to bringing the action, however, Seaside will take the lead in any such  
8 litigation. Seaside agrees to reimburse the Successor Agency for attorneys' fees and costs  
9 if the Successor Agency's participation is required in potential future litigation against the  
10 Oversight Board and/or the Department of Finance regarding the payment obligations to  
11 Seaside. Reimbursement shall be made monthly.

12 h. Upon execution by the Court and filing of the Judgment, the 1989  
13 Agreement will terminate.

14 i. Seaside, Sand City and the Successor Agency shall bear their own  
15 attorneys' fees and costs incurred in this Action.

16 j. Except as set forth above, Seaside shall take nothing from the FAC and  
17 Sand City and the Successor Agency shall take nothing from the Cross-Complaint.

18 k. Pursuant to Code of Civil Procedure Section 664.6, the Court shall  
19 retain jurisdiction over the parties to enforce performance of the judgment until  
20 performance in full of the terms hereof.

21  
22 Dated: 12-17, 2015

Patricia M. Lucas

JUDGE OF THE SANTA CLARA  
SUPERIOR COURT