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11
12 UNITED STATES BANKRUPTCY COURT
13 EASTERN DISTRICT OF CALIFORNIA
14 (Sacramento Division)

15 In re:) Case No. 12-32118
16 CITY OF STOCKTON, CALIFORNIA,)
17) DC No. RJW-1
18 Debtor.) Chapter 9
19) **EXHIBIT A TO MOTION TO**
20) **APPROVE STIPULATION BETWEEN**
21) **THE CITY OF STOCKTON AND**
22) **RABOBANK, N.A., FOR RELIEF**
23) **FROM THE AUTOMATIC STAY**
24) **(347 E. Weber Ave., Stockton, CA)**
25)
26) Date: August 26, 2014
27) Time: 9:30 a.m.
28) Judge: Hon. Christopher M. Klein
Place: United States Bankruptcy Court
501 I Street, 6th Floor
Department C, Courtroom 35
Sacramento, CA 95814

<u>EXHIBIT</u>	<u>DOCUMENT</u>	<u>PAGE</u>
A	Stipulation Between the City of Stockton and Rabobank, N.A., for Relief from the Automatic Stay	2-6

EXHIBIT A

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16 CITY OF STOCKTON, CALIFORNIA,)
17 Debtor.) DC No. RJW-1
18) Chapter 9
19) **STIPULATION BETWEEN THE CITY**
20) **OF STOCKTON AND RABOBANK,**
21) **N.A., FOR RELIEF FROM THE**
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23 Rabobank, N.A., a national banking association ("RNA"), and the City of Stockton,
24 California, the debtor in the above-captioned case (the "City"), by and through their respective
25 undersigned counsel, hereby agree, stipulate and jointly request that the Court issue its order as
26 follows:

27 **Recitals**

28 1. RNA represents that it is the beneficiary under that certain Deed of Trust (the

1 "RNA Deed of Trust") dated as of July 3, 2007, executed by Zachary A. Cort ("Borrower"), as
2 trustor, and recorded in the Official Records of San Joaquin County, California on July 20, 2007,
3 as Document No. 2007-132006.

4 2. RNA represents that the RNA Deed of Trust secures a loan (the "RNA Loan")
5 from RNA to Borrower in the original principal amount of \$630,000.00. The RNA Deed of
6 Trust encumbers that certain real property (the "Property") commonly known as 347 East Weber
7 Avenue, Stockton, CA 95202, as more fully described therein, together with the Rents and
8 Personal Property (as such terms are defined therein).

9 3. The City is the beneficiary under the following (collectively, the "City Deeds of
10 Trust"): (a) that certain Deed of Trust with Assignment of Rents, Security Agreement and
11 Fixture Filing dated as of August 10, 2010, executed by The Cort Group, Inc., as trustor, and
12 recorded in the Official Records of San Joaquin County, California on August 26, 2010, as
13 Document No. 2010-112176; and (b) that certain Deed of Trust with Assignment of Rents,
14 Security Agreement and Fixture Filing dated as of February 1, 2012, executed by Juice 101,
15 LLC, as trustor, and recorded in the Official Records of San Joaquin County, California on
16 March 27, 2012, as Document No. 2012-037493.

17 4. The City Deeds of Trust encumber the Property and constitute liens upon the
18 Property that are junior and subordinate to the lien of the RNA Deed of Trust.

19 5. RNA represents that Borrower is in default under the RNA Loan, and RNA seeks
20 to foreclose the RNA Deed of Trust. The Property is not the City's property and is not protected
21 by the automatic stay. However, the City's liens against the Property under the City Deeds of
22 Trust are City property, and foreclosure of the RNA Deed of Trust will have the effect of
23 extinguishing the City's liens against the Property under applicable state law.

24 6. The City does not oppose foreclosure by RNA of the RNA Deed of Trust and, to
25 the extent the automatic stay applies, the City does not oppose the granting of relief from the
26 automatic stay to permit the enforcement of RNA's rights and remedies under the RNA Deed of
27 Trust and applicable nonbankruptcy law including, without limitation, nonjudicial foreclosure,
28 judicial foreclosure, the appointment of a receiver and any other rights and remedies of RNA

1 arising under the RNA Deed of Trust, the promissory note secured thereby, or the other written
2 agreements executed in connection with the RNA Loan.

3 THEREFORE, IT IS HEREBY STIPULATED AND AGREED:

4 1. Upon entry of the order ("Order") approving this stipulation, the automatic stay of
5 11 U.S.C. §§ 362 and 922 shall, to the extent applicable, terminate as to RNA and its agents,
6 successors and assigns to permit the enforcement of any and all rights and remedies of RNA
7 under the RNA Deed of Trust and applicable nonbankruptcy law, including, without limitation,
8 the right to commence, prosecute and complete nonjudicial and/or judicial foreclosure of RNA's
9 senior lien and interests in the Property (including the Rents and Personal Property described in
10 the RNA Deed of Trust), the right to seek the appointment of a receiver to manage the Property
11 and collect the Rents, the right to commence and prosecute eviction proceedings in the event
12 Borrower or any other person wrongfully retains possession of the Property post-foreclosure, and
13 to resolve any other title, possession and/or lien disputes affecting the Property.

14 2. This stipulation shall be effective upon the entry of the Order, and the 14-day stay
15 contemplated by Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure shall not apply.
16 If any provision of the Order is later modified, vacated or stayed by order of this Court or any
17 other court for any reason, such modification, vacation or stay shall not affect the validity of any
18 action taken by RNA pursuant to the Order before the later of (a) the effective date of such
19 modification, vacation or stay, or (b) the entry of the order pursuant to which such modification,
20 vacation or stay was established.

21 3. This stipulation may be executed in facsimile or electronic counterparts and shall
22 be deemed complete and effective as if it were executed as one original document.

23 **IT IS SO STIPULATED.**

24 Dated: August 12, 2014

Boutin Jones Inc.

25 By: 
26 /s/ Robert J. Wood
Robert J. Wood

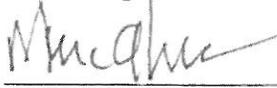
27 Attorneys for Rabobank, N.A.

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IT IS SO STIPULATED.

Dated: August 12, 2014

Orrick, Herrington & Sutcliffe LLP

By: 

Marc A. Levinson

Attorneys for Debtor, City of Stockton