



AGENDA REPORT

SAN CLEMENTE CITY COUNCIL MEETING
Meeting Date: April 21, 2020

Agenda Item 8A
Approvals:
City Manager ED
Dept. Head _____
Attorney _____
Finance S

Department: City Attorney
Prepared By: Scott C. Smith, City Attorney

Subject: SETTLEMENT AGREEMENT IN COASTAL ACCESS ALLIANCE ET AL. V. CITY OF SAN CLEMENTE

Fiscal Impact: The terms of this settlement will cost the City \$125,000. If the case is not settled, continuing the litigation will cost the City approximately \$50,000-\$100,000 if the City prevails (depending on whether the decision is appealed), but could expose the City to litigation costs of approximately \$50,000-\$350,000 if it loses.

Background: Pursuant to the City Council's direction, a City Council ad hoc committee, the City Attorney, and staff have engaged in settlement negotiations with Coastal Access Alliance in connection with its challenge to the City's STLU Ordinances.

Discussion: The City approved the STLU Ordinances in 2016 (Ordinance Nos. 1622, 1623, and 1624), which regulate short-term lodging/vacation units ("STLUs") and short-term apartment rentals ("STARS"). The City's 2016 STLU Ordinances did not ban transitory lodgings, but instead, imposed reasonable restrictions to minimize adverse impacts on property owners and to curtail nuisance.

Subsequently, the City approved the 2018 STLU Ordinances (Ordinance No. 1654), which expanded the STLU overlay areas and amended the STLU standards and operating procedures. In connection with the 2018 Ordinances, the City also provided an application process for determining whether an STLU owner should be granted an extended amortization period beyond the base period provided in the 2016 Ordinances.

Throughout this process, the City remained in close contact with the Coastal Commission concerning the amendments to the STLU Ordinances and their potential incorporation into the City's proposed Local Coastal Program ("LCP") and LCP Implementation Plan ("IP"), which are pending final approval of the IP by the Coastal Commission.

San Clemente Coastal Access Alliance and Coastal Environmental Rights Foundation (collectively, "Alliance") filed a lawsuit against the City seeking to invalidate the STLU Ordinances, based on allegations that the City cannot enforce them prior to the Coastal Commission's final approval of the LCP/IP, unless the City obtains a separate Coastal Development Permit in the meantime. The litigation

seeks to set aside all San Clemente STLU regulations until and unless the Coastal Commission approves them as part of the LCP/IP.

To resolve this litigation and to avoid those risks, the City and the Alliance have engaged in extensive settlement negotiations, reporting back periodically to the City Council on possible terms for resolution. This agenda item includes the final draft of the settlement agreement, pending approval by the City Council. The settlement agreement is attached.

Under the settlement terms, the City agrees to approve amortization hardship extensions for qualified STLU operators that had active STLU licenses and were in good-standing on the effective date of the Ordinances (an estimated 25-30 licensees). As part of the settlement, the City will pay \$25,000 to the Coastal Environmental Rights Foundation and \$100,000 to the Coast Law Group. The Alliance will fully cooperate with the dismissal of the lawsuit and it will not initiate, commence, or participate in any administrative appeal or lawsuit against the City except to enforce the terms of the settlement agreement. This will allow the STLU regulations to remain in place in the Coastal Zone (all areas of the City west of I-5) unless they are set aside or modified by the Coastal Commission.

Recommended

Action:

STAFF RECOMMENDS THAT the City Council approve the attached settlement agreement.

Attachments: 1) Settlement Agreement

Notification: None

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) dated for identification purposes only as of April 7, 2020, is entered into by, between and among the City of San Clemente (“City”) and the City Council of the City of San Clemente (“Council,” collectively with City, “Respondents”), on the one hand, and the San Clemente Coastal Access Alliance (“Alliance”) and the Coastal Environmental Rights Foundation (“CERF,” collectively with Alliance, “Petitioners”) on the other, each of whom may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

It is the intent of the Parties that this Agreement shall establish the terms of a full and complete settlement of all claims raised in the action styled *San Clemente Coastal Access Alliance et al. v. City of San Clemente, et al.* [Orange County Superior Court Case No. 30-2018-01034124-CU-WM-CJC] (“the Litigation”) in connection with the City’s approval of Ordinance Nos. 1622, 1623, and 1624 (the “2016 STLU Ordinances”) and 1654 (“the 2018 STLU Ordinance,” collectively with the 2016 STLU Ordinances, the “STLU Regulations”) and/or the enforcement or implementation of these ordinances, so long as all terms of this Agreement are fulfilled. The terms of this Agreement are intended to be the limit of the Parties’ obligations.

I. RECITALS

1. On May 17, 2016, the City approved the 2016 STLU Ordinances, which regulate short-term lodging/vacation units (“STLUs”) and short-term apartment rentals (“STARS”) within the City.

2. On May 15, 2018, the City approved the 2018 STLU Ordinances, which, among other things, expanded the STLU overlay areas and amended the STLU standards and operating procedures

3. On November 28, 2018, Petitioners filed a Petition for Writ of Mandate and Complaint against the Respondents in Orange County Superior Court, alleging among other things, violations of the California Coastal Act based on allegations the Petitioners were required to obtain a Coastal Development Permit from the California Coastal Commission prior to enacting and/or enforcing the STLU Regulations.

4. The Parties have engaged in good faith settlement negotiations in an effort to resolve the Litigation.

5. Based on those settlement negotiations, the Parties have agreed to use this Agreement to achieve a full and complete resolution of all present and future claims that have been asserted or that could be asserted by Petitioners and their members in relation to the STLU Regulations and the Litigation.

II. TERMS

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Definitions

1. Qualified STLU Operator

The term “Qualified STLU Operator” shall mean an individual or entity that, on June 16, 2018, based on current City records:

- a. Possessed a valid STLU operator permit to operate an STLU located in a Residential Low (“RL”) or Residential Very Low (“RVL”) zone;
- b. Possessed a valid STLU operator permit to operate an STLU located in the Coastal Zone;
- c. Had timely paid all Temporary Occupancy Tax payments due and owing as of June 16, 2018;¹ and
- d. Has not committed sufficient violations of the San Clemente Municipal Code to cause the City to initiate revocation proceeding under San Clemente Municipal Code Section 3.24.067(A).

The term “Qualified STLU Operator” shall also mean an individual or entity that, on May 17, 2016, based on current City records:

- a. Possessed a valid STLU operator permit to operate an STLU located in the areas depicted on the overlay maps attached hereto as Exhibit B. ;
- b. Possessed a valid STLU operator permit to operate an STLU located in the Coastal Zone;
- c. Had timely paid all Transient Occupancy Tax payments due and owing as of May 17, 2016;²

¹ Any operator that contends that they in fact timely paid all Temporary Occupancy Tax payments but failed to file a return for one or more reporting periods proceeding June 16, 2018 because no Temporary Occupancy Tax payments were due and owing for a given reporting period must provide satisfactory evidence to Respondents to demonstrate that the operator did not operate the property at issue as an STLU (e.g., a long term lease demonstrating the property was leased on a long term basis, or other evidence showing long term residence at the property). Additionally, an operator that failed to pay or underpaid Temporary Occupancy Taxes for one or more reporting periods proceeding June 16, 2018 but that had paid all back-amounts owing and any associated penalties or fees by June 16, 2018 shall be considered to have timely paid all Temporary Occupancy Tax payments due and owing as of June 16, 2018.

² Any operator that contends that they in fact timely paid all Temporary Occupancy Tax payments but failed to file a return for one or more reporting periods proceeding May 17, 2016 because no Temporary Occupancy Tax payments were due and owing for a given reporting period must provide satisfactory evidence to Respondents to demonstrate that the operator did not operate the property at issue as an STLU (e.g., a long term lease demonstrating the property

d. Has not committed sufficient violations of the San Clemente Municipal Code to cause the City to initiate revocation proceeding under San Clemente Municipal Code Section 3.24.067; and

e. Could not obtain an STLU operator permit after passage of the 2018 STLU Ordinances for the sole reason that the applicant was not one of the first five successful applicants for a STLU operator permit for an unit within a multi-family-dwelling structure, and approval of the applicant's application would have changed the multi-family-dwelling structure's parcel classification to a hotel or motel use. However;

f. An otherwise qualified STLU Operator will not be considered a Qualified STLU Operator if granting the operator an extended amortization period and STLU operator permit would result in a single multi-family-dwelling structure having more than 20% of its units operated as an STLU.

B. City of San Clemente's Obligations.

1. Amortization Extensions.

Without admitting any liability, and in consideration of the terms of the Agreement, and pursuant to the City Council's authority to review and approve amortization extension requests under San Clemente Municipal Code section 17.72.060(G)(4), including on appeal pursuant to San Clemente Municipal Code Section 17.12.140, the City hereby agrees to approve any requests for amortization extensions received from Qualified STLU Operators and re-issue STLU operating permits to those operators for operation of an STLU at the same location the STLU was previously operated, provided that those Qualified STLU Operators apply for this extension within 60 days of the City's finalization of the amortization extension application and process. This amortization extension shall extend to May 17, 2026, or until the sale or transfer of the property, whichever occurs first, provided that the STLU or STAR is operated according to operational standards of San Clemente Municipal Code with a valid STLU operating permit and in accordance with other local, state and federal law. This amortization extension shall not entitle the operators to any special rights, privileges or immunities beyond the amortization extension itself, and the STLU permit shall be subject to revocation under the same terms and for the same reasons as any other STLU operator permit in the City of San Clemente, including but not limited to failure to pay temporary occupancy taxes and commission of sufficiently numerous or

was leased on a long term basis, or other evidence showing long term residence at the property). Additionally, an operator that failed to pay or underpaid Temporary Occupancy Taxes for one or more reporting periods proceeding May 17, 2016 but that had paid all back-amounts owing and any associated penalties or fees by May 17, 2016 shall be considered to have timely paid all Temporary Occupancy Tax payments due and owing as of May 17, 2016.

serious violations of the San Clemente Municipal Code to warrant revocation under San Clemente Municipal Code Section 3.24.067.

2. Duty to not Prejudice Amortization Extension

Without admitting any liability, and in consideration of the terms of this Agreement, the City shall not propose any amendments to its Coastal Act Implementation Plan such that the amortization extensions in paragraph II.B.1 of this Agreement may not be exercised, or otherwise propose that the Coastal Commission take any action that would preclude Qualified STLU Operators from operating during the term of any amortization extensions granted pursuant to paragraph II.B.1 of this agreement..

3. Payment to Petitioners

Without admitting any liability, and in consideration of the terms of the Agreement, the City shall make the following payment to Petitioners and their counsel:

a. The City shall pay \$25,000 to the non-profit group Coastal Environmental Rights Foundation. This payment is both in settlement of this lawsuit, and in consideration of Coastal Environmental Rights Foundation's agreement to consult with a City-sponsored task force dedicated to studying, understanding and regulating the social, environmental, safety, and neighborhood concerns associated with STLUs, including best practices for STLU rentals, management, and communication, and shared responsibility between STLU owners/operators and municipalities. CERF shall participate in at least two in-person or telephone conferences with City representatives and provide suggestions and/or comments on any proposed modifications to the City's STLU regulations and/or best practices. The City shall consider CERF's recommendations in good faith, but is in no way obligated to adopt CERF's proposals.

b. The City shall pay \$100,000 to Petitioners' attorneys, the Coast Law Group;

C. Petitioners' Obligations.

1. Duty to Dismiss/Support Dismissal with Prejudice.

Petitioners shall fully cooperate with the dismissal of the Litigation with prejudice. Such cooperation and support shall include, but not be limited to, the signing and/or filing of a *Notice of Settlement of Entire Case* [Judicial Council Form CM-200] and *Request for Dismissal* [Judicial Council Form CIV-110] with prejudice and/or joining in or signing such other pleadings as may be necessary to effectuate the Dismissal with Prejudice described in Section II.D, below. Further, to the extent the City must prepare any documentation under CEQA in connection with any actions necessary to effectuate the City's obligations outlined in Section

II.B, above, Petitioners shall fully support and shall not oppose – nor encourage others to oppose – the City’s efforts to complete such documentation in satisfaction of this Agreement.

2. Covenant Not to Sue.

So long as this Agreement is complied with, Petitioners, for themselves, their current and future members, agents, successors, assigns, designees, and officers, (a) shall not initiate, commence, or participate in any administrative appeal or lawsuit against the City or any other public or private entity or the members or officers thereof relating to the STLU Regulations — whether under the Coastal Act or any other laws — except to enforce the terms of this Agreement, and (b) shall not directly or indirectly encourage or fund others to undertake any of the actions described in (a). Notwithstanding the foregoing, however, Petitioners, for themselves, their current and future members, agents, successors, assigns, designees, and officers, reserve the right to challenge any specific enforcement or administrative action pursued or brought by the City in connection with its administration or enforcement of the STLU Regulations.

D. Procedure for Effectuating Dismissal of the Litigation with Prejudice.

Petitioners and Respondents shall file such papers and/or jointly support such efforts as may be necessary and appropriate to effectuate the Dismissal with Prejudice of the Litigation. Therefore, upon their execution of this Agreement, the Parties shall take the following actions to dispose of the Litigation and preserve jurisdiction in the Orange County Superior Court for purposes of enforcing this Agreement:

1. Notice to Court of Settlement.

Within two (2) court days after the Parties’ execution of this Agreement, Petitioners shall execute and file in the Orange County Superior Court a *Notice of Settlement of Entire Case* [Judicial Council Form CM-200] stating that the settlement is “conditional” and that a request for dismissal will be filed no later than two (2) court days after the City makes the payments described in Section II.B.3.

2. Stipulation for Court to Retain Jurisdiction.

Simultaneous with their execution of this Agreement, the Parties shall also execute a *Stipulation re: Retention of Jurisdiction* (the “*Stipulation*”) in substantially the form attached hereto as Exhibit A. The purpose of the *Stipulation* is to permit the Parties to enforce the terms of this Agreement pursuant to California Code of Civil Procedure section 664.6. The City’s legal counsel shall “escrow” the *Stipulation* and not file it with the court except as provided in Section II.D.4, below.

3. Petitioners’ Request for Dismissal of the Litigation.

Simultaneous with its execution of this Agreement, Petitioners shall also execute and tender to the City’s legal counsel a *Request for Dismissal* [Judicial Council Form CIV-110] with prejudice of the Litigation. The City’s legal counsel shall “escrow” the *Request for Dismissal* and not file it with the court except as provided in Section II.C.4, below.

4. Filing of Stipulation and Request for Dismissal upon Adoption of Ordinances.

Not later than two (2) court days after the City makes the payments described in Section II.B.3, the City shall cause the *Stipulation* to be filed with the Orange County Superior Court. Upon the City receiving confirmation that the Court has entered an Order granting the *Stipulation*, the City shall provide a copy of the Order to Petitioners and thereafter promptly file the *Request for Dismissal* with the Orange County Superior Court.

E. Enforcement of Agreement.

No action for breach of this Agreement shall be brought or maintained until: (a) the non-breaching Party provides written notice to the breaching Party which explains with particularity the nature of the claimed breach, and (b) within thirty (30) days after mailing of said notice, the breaching Party fails to cure the claimed breach or, in the case of a claimed breach which cannot be reasonably remedied within a thirty (30) day period, the breaching Party fails to commence to cure the claimed breach within such thirty (30) day period, and thereafter diligently complete the activities reasonably necessary to remedy the claimed breach.

F. Parties Bound.

This Agreement shall apply to and be binding upon the Parties and each of them, and their current and future members, officials, officers, directors, agents, trustees, successors, and assigns.

G. Limits.

Except as expressly provided herein, this Agreement shall not be construed as creating any right or benefit, substantive or procedural, enforceable at law or in equity, by any third party against the City or any of its governmental agencies, departments, political subdivisions or any other public entities other than those set forth herein.

H. Notices.

Any notice or request required to be given to a Party under this Agreement shall be given in writing and shall be personally delivered or mailed by prepaid registered or certified mail to the addresses below:

City of San Clemente; City Council of the City of San Clemente	Attn: Scott C. Smith Best Best & Krieger LLP City of San Clemente City Attorney 18101 Von Karman Ave., Suite 1000 Irvine, CA 92612
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San Clemente Coastal Access Alliance and Coastal Environmental Rights Foundation	Attn: Livia Borak Beaudin Coast Law Group 1140 South Coast Hwy. 101 Encinitas, CA 92024
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Any address may be changed by mailing written notice to all Parties. Any communications on behalf of Respondents shall be made by the City on behalf of all Respondents.

I. Entire Agreement.

The Parties acknowledge that this Agreement is signed and executed without reliance upon any actual or implied promises, warranties or representations made by any of the Parties or by any representative of any of the Parties, other than those which are expressly contained within this Agreement. This Agreement, including the true and correct Recitals above, inclusive of all definitions contained therein, that are incorporated by reference herein as operative covenants and specifically relied upon by the Parties in executing this Agreement, constitutes the entire agreement and understanding among and between the Parties and supersedes any and all other agreements whether oral or written between the Parties.

J. Mutual General Releases.

1. Except as set forth in this Agreement, Petitioners release Respondents and their members, council members, commissioners, officers, employees, agents and attorneys from any and all claims, demands, liabilities, obligations, costs, expenses, fees, actions, and/or causes of action that Petitioners had as of the Effective Date of this Agreement (as defined in Section II.P., below) arising out of, or connected to, the Litigation and the STLU Regulations, whether known, unknown, or suspected.
2. Except as set forth in this Agreement, Respondents release Petitioners and their members, officers, agents and attorneys from any and all claims, demands, liabilities, obligations, costs, expenses, fees, actions, and/or causes of action that the City and Council had as of the Effective Date arising out of, or connected to, the Litigation, whether known, unknown, or suspected.

K. California Civil Code Section 1542.

Upon the Effective Date, each of the Parties has read and has otherwise been informed of the meaning of Section 1542 of the California Civil Code, and has consulted with its respective counsel, to the extent that any was desired, and understands the provisions of Section 1542. Each of the Parties hereby expressly waives the rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code, which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

City's Initials

Respondents' Initials

L. Amendments and Modifications.

This Agreement may only be amended or modified through writing executed by all the Parties.

M. Settlement, No Admissions by Parties.

Each of the Parties acknowledges that this Agreement relates to the avoidance of litigation and the preclusion of actions described above. Therefore, the Parties agree that this Agreement is not to be treated or construed, at any time or in any manner whatsoever, as an admission by any Party that any of the allegations in the Litigation has or lacks merit.

N. Choice of Law and Choice of Forum.

This Agreement shall be deemed to have been executed and delivered within the State of California; the rights and obligations of the Parties hereunder shall be governed, construed and enforced in accordance with the laws of the State of California. The venue for any dispute arising from or related to this Agreement, its performance, and its interpretation shall be the Superior Court of Orange County.

O. Damages.

The Parties agree (i) that the performance of the obligations of this Agreement are paramount, (ii) that, in the event of a breach, monetary damages will provide inadequate relief, and (iii) that each may seek equitable relief to enforce such obligations.

P. Authorized Signatory.

Each Party represents and warrants to each other Party that its signature to this Agreement has the authority to bind the Party, and this Agreement does in fact bind the Party. By approving this Agreement, the City and Council expressly authorize the City Manager to sign it on their behalf in accordance with Government Code section 40602, and subdivision "S" of San Clemente Municipal Code section 2.08.090.

Q. Effective Date.

This Agreement shall become effective immediately upon its complete execution by the Parties (the "Effective Date").

R. Counterparts.

This Agreement may be executed in counterparts and when so executed by the Parties, shall become binding upon them and each such counterpart will be an original document.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement.

CITY OF SAN CLEMENTE AND
CITY COUNCIL FOR THE CITY OF SAN CLEMENTE

Date

Robert Dunek, City Manager
for the City of San Clemente

Attest:

Approved as to form:

City Clerk

Scott C. Smith, City Attorney
for the City of San Clemente

[signatures continue on next page]

SAN CLEMENTE COASTAL ACCESS ALLIANCE AND COASTAL ENVIRONMENTAL RIGHTS FOUNDATION

Date

_____, _____
for San Clemente Coastal Access Alliance

Date

_____, _____
for Coastal Environmental Rights Foundation

Approved as to form:

Livia Borak Beaudin, attorney for
San Clemente Coastal Access Alliance, Coastal
Environmental Rights Foundation

EXHIBIT "A"

STIPULATION RE: RETENTION OF JURISDICTION

1 SCOTT C. SMITH, Bar No. 120736
scott.smith@bbklaw.com
2 DAMIAN M. MOOS, Bar No. 240030
damian.moos@bbklaw.com
3 DANIEL L. RICHARDS, Bar No. 315552
daniel.richards@bbklaw.com
4 BEST BEST & KRIEGER LLP
18101 Von Karman Avenue, Suite 1000
Irvine, California 92612
5 Telephone: (949) 263-2600
Facsimile: (949) 260-0972
6

*Exempt from Filing Fees Pursuant to
Govt. Code § 6103*

7 Attorneys for Defendant
CITY OF SAN CLEMENTE, CITY COUNCIL OF
8 THE CITY OF SAN CLEMENTE

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF ORANGE

11
12 SAN CLEMENTE COASTAL ACCESS
13 ALLIANCE, an unincorporated association,
and COASTAL ENVIRONMENTAL
14 RIGHTS FOUNDATION, a California non-
profit public benefit corporation,

15 Plaintiff,

16 v.

17 CITY OF SAN CLEMENTE, CITY
18 COUNCIL OF THE CITY OF SAN
CLEMENTE, and DOES 1 through 10,
19 inclusive,

20 Defendant.

21 DOES 11 through 25, inclusive,

22 Real Parties-in Interest.
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27
28

Case No. 30-2018-01034124-CU-WM-CJC
Judge: Hon. Linda Marks
Dept.: C-10

**STIPULATION REGARDING
RETENTION OF JURISDICTION**

Complaint Filed: November 26, 2018

Petitioners San Clemente Coastal Access Alliance and Coastal Environmental Rights Foundation (“Petitioners”), on the one hand, and City of San Clemente and City Council of the City of San Clemente (“Respondents”), on the other hand, collectively referred to herein as the Parties, hereby stipulate as follows:

STIPULATION RE: RETENTION OF JURISDICTION

1. Petitioner and Respondent have reached a settlement of the above-entitled action and have executed a Settlement Agreement to resolve the present matter.
2. As part of the Settlement Agreement, Petitioners will dismiss their Petition for Writ of Mandate and Complaint in this matter. Prior to Petitioner dismissing its Petition for Writ of Mandate, however, the Parties agree that this Court should retain jurisdiction over the Parties for the purpose of enforcing the terms of the Settlement Agreement.
3. Therefore, in order to permit the Court to retain jurisdiction over the Parties in order to enforce the terms of their Settlement Agreement as permitted under California Code of Civil Procedure § 664.6, the Parties hereby request that this Court retain jurisdiction over the Parties to enforce the Settlement Agreement until performance in full of the terms of the Settlement Agreement.
4. The undersigned have the authority to enter into this Stipulation on behalf of each of their respective clients.
5. This Stipulation may be executed in counterparts and all such counterparts, when executed, shall constitute a valid and binding agreement.

Dated: _____, 2020

BEST BEST & KRIEGER LLP

By: _____

SCOTT S. SMITH
DAMIAN M. MOOS
DANIEL L. RICHARDS
Attorneys for Respondents
CITY OF SAN CLEMENTE and CITY
COUNCIL OF THE CITY OF SAN
CLEMENTE

Dated: _____, 2020

COAST LAW GROUP

By: _____

MARCO A. GONZALEZ
LIVIA BORAK BEAUDIN
CHRIS POLYCHRON
Attorneys for Petitioners
SAN CLEMENTE COASTAL ACCESS
ALLIANCE and COASTAL
ENVIRONMENTAL RIGHTS
FOUNDATION

[PROPOSED] ORDER

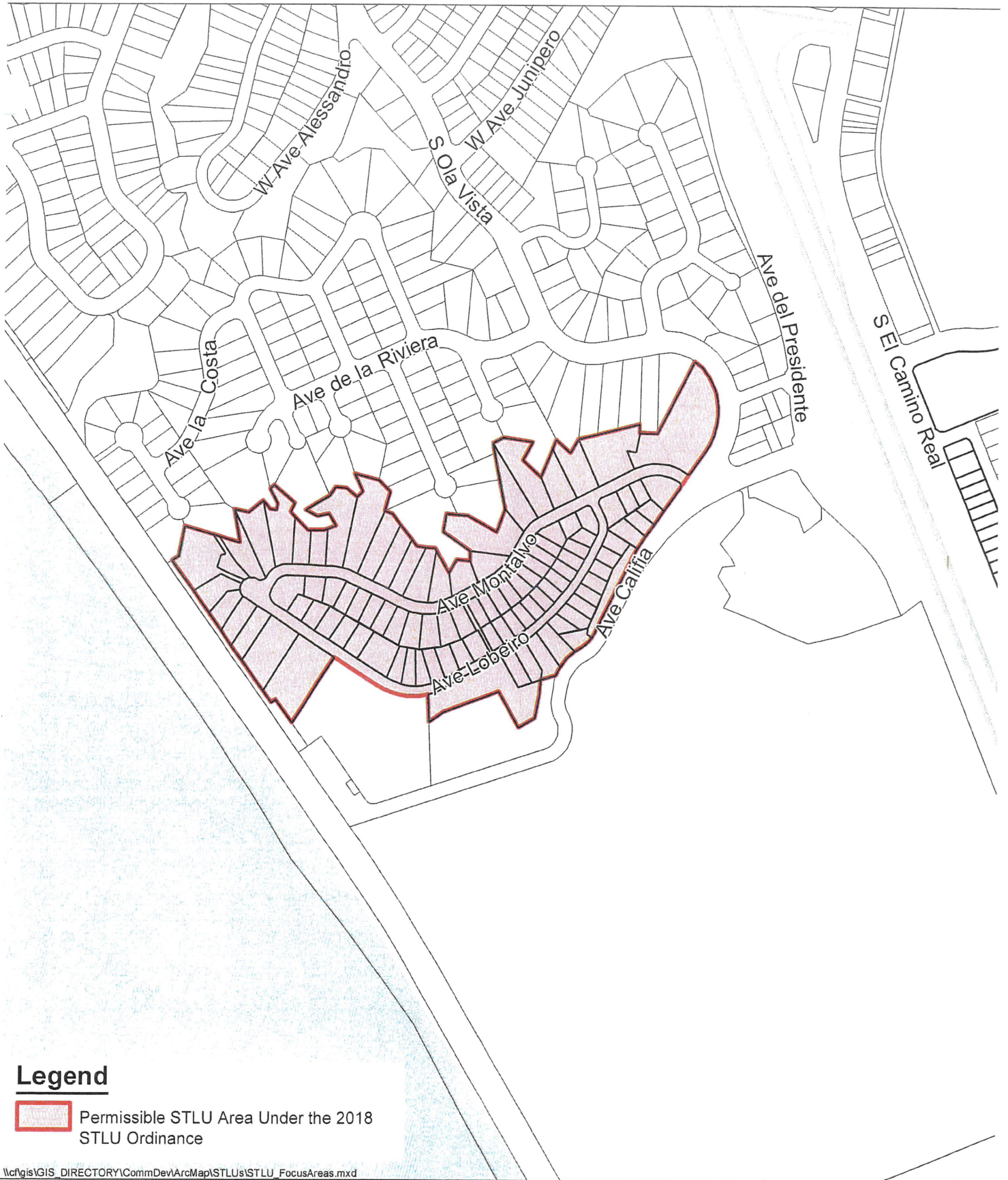
Having read and considered the Stipulation Re: Retention of Jurisdiction, and good cause appearing therefore, the Court hereby orders that it shall retain jurisdiction over the Parties, despite any subsequent dismissal of this matter, in order to enforce the terms of their Settlement Agreement as permitted under California Code of Civil Procedure § 664.6.

IT IS SO ORDERED.


DATED: _____
JUDGE OF THE SUPERIOR COURT

EXHIBIT "B"

**MAP OF ADDITIONAL PERMISSIBLE STLU AREAS UNDER 2018 STLU
ORDINANCE**



Legend

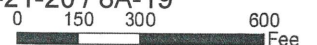
-  Permissible STLU Area Under the 2018 STLU Ordinance

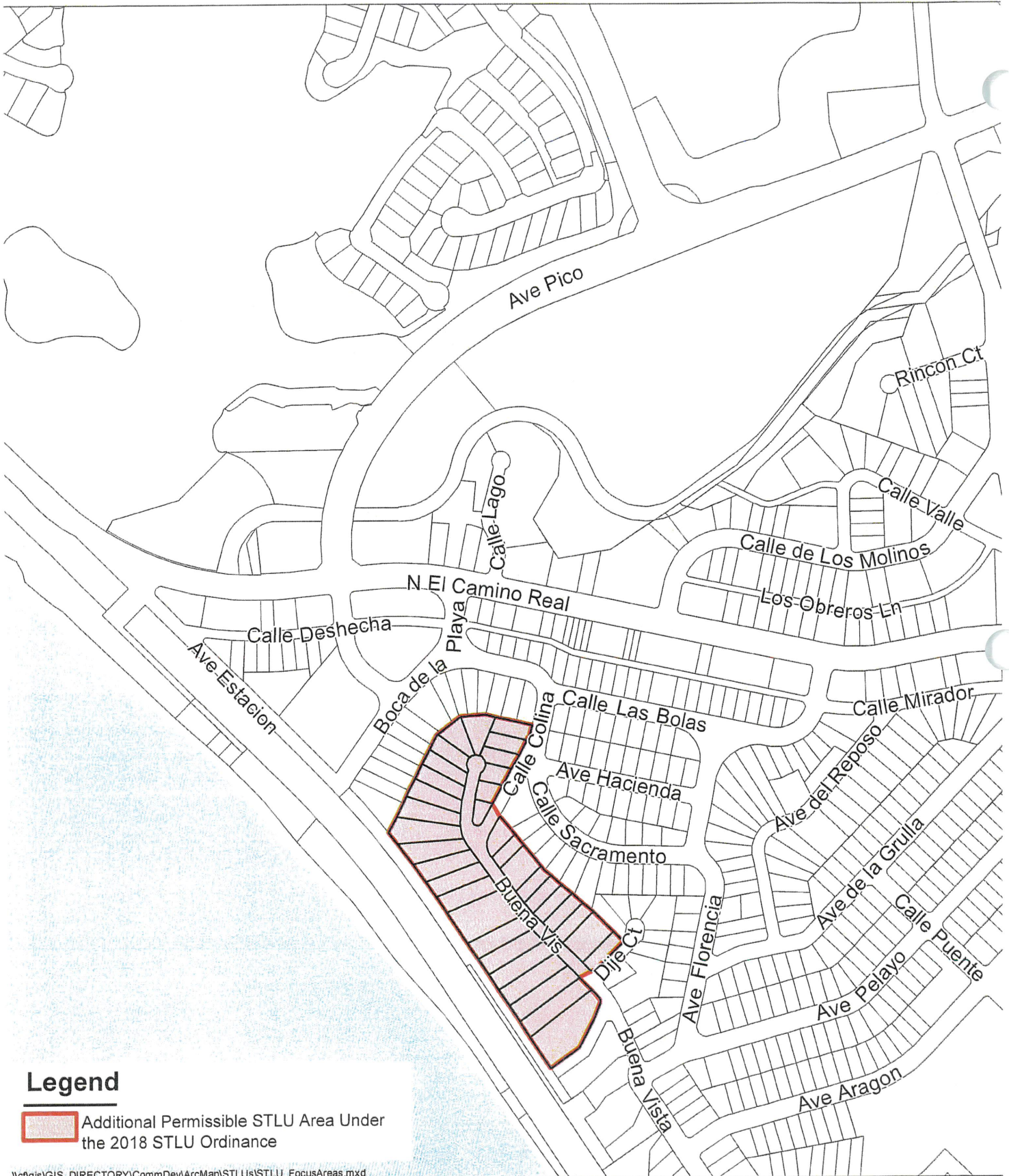
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Montalvo/Lobeiro Short-Term Lodging Unit (STLU) Allowed Area

4-21-20 / 8A-19





Legend

 Additional Permissible STLU Area Under the 2018 STLU Ordinance

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Buena Vista Short-Term Lodging Unit (STLU) Allowed Area

4-21-20 / 8A-20

0 140 280 560 Feet

