

FULLERTON ARBORETUM AUTHORITY AGREEMENT

A Joint Exercise of Powers Agreement Between the
Redevelopment Agency of the City of Fullerton and
The Trustees of The California State University and Colleges,
Creating an Agency to be Known As the Fullerton Arboretum Authority

THIS AGREEMENT, dated MAR 24 1976, is between the Redevelopment Agency of the City of Fullerton, duly organized and existing under the Constitution and laws of the State of California (hereinafter referred to as "Fullerton") and the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY AND COLLEGES, an agency of the State of California created by the provisions of Chapter 3 of Division 16.5 of the Education Code of the State of California (hereinafter referred to as "Trustees").

WITNESSETH:

WHEREAS, Fullerton and the Trustees (hereinafter referred to as the "Agencies") are each empowered by law to acquire sites and to acquire, construct, maintain, and operate public facilities and appurtenances for Arboretum and park purposes; and

WHEREAS, the Agencies wish to develop and maintain an Arboretum together with necessary and convenient appurtenances, equipment, parking facilities and landscaping (hereinafter referred to as the "Arboretum Facilities") to allow for the operation of an Arboretum and ancillary park services; and

WHEREAS, the Agencies desire to provide a vehicle for the development and maintenance of the Arboretum Facilities on the campus of California State University, Fullerton (hereinafter referred to as the "University"), at the site shown in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, it is deemed advisable for the Agencies to provide for joint development, use and maintenance of park facilities for the benefit of their citizens and others, by jointly exercising their common power in the manner set forth in this Agreement;

NOW, THEREFORE, the Agencies, for and in consideration of the mutual benefits, promises and agreements set forth herein, do agree as follows:

SECTION 1. Purpose.

This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California commencing with Section 6500 (hereinafter referred to as the "Act") relating to the joint exercise of powers referred to in the above recitals. The purpose of this Agreement is to exercise such powers jointly by providing for development, use and maintenance of the Arboretum Facilities. Such purpose will be accomplished and said common powers exercised in the manner set forth in this Agreement.

SECTION 2. Term.

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until December 3, 2020, or until repealed by all parties hereto.

SECTION 3. Authority.

A. Creation of the Authority.

Pursuant to Section 6506 of the Act, there is hereby created a public entity, separate and apart from the parties hereto, to be known as the "Fullerton Arboretum Authority" (hereinafter referred to as the "Authority"). The debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities or obligations of either Fullerton or Trustees.

B. Governing Commission.

The Authority shall be administered by a commission composed of seven members, each serving in his individual capacity as a member of the commission. Members appointed by Fullerton shall be residents of the City of Fullerton, California. Members appointed by Trustees, and the seventh member selected by the other six commissioners shall be residents of Orange County, California.

Each member who fails to retain his status as a resident while serving on the commission shall be thereupon automatically removed. The commission shall be called the "Fullerton Arboretum Commission" (hereinafter referred to as the "Commission"). Members of the Commission shall receive no compensation for serving as members. Three members shall be appointed by Trustees; and three shall be appointed by Fullerton. The seventh member shall be selected by the other six commissioners and shall serve a term of four years. Two members of the Commission shall be appointed for a four-year term and one member for a two-year term by Fullerton; and one member of the Commission shall be appointed for a four-year term and two members for a two-year term by the Trustees. The initial terms shall be computed from the date hereof and upon the expiration of the initial terms, all succeeding terms shall be four years. Members shall hold membership on the Commission for the term of their appointment and until their successors have been appointed; provided, however, a member may be removed from membership on the Commission at any time for any reason by the appointing Agency. In the case of a vacancy in membership on the Commission, the same shall be promptly filled by the appointing Agency thereto. An appointment to fill a vacancy occurring during an unexpired term shall be for the period of the unexpired term. Fullerton and the Trustees shall forthwith notify the Secretary of the Commission of all appointments.

C. Meetings of the Commission.

(1) Regular Meetings.

The Commission shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting in each year and such further meetings as the Agencies may reasonably request, depending upon the pressure of business. The dates upon which and the hour and place at which any regular meeting shall be held shall be fixed by resolution and a copy of such resolution shall be filed with the Agencies. The place of the regular meetings shall be a public building at the University.

(2) Ralph M. Brown Act.

All meetings of the Commission, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the

provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California).

(3) Minutes.

The Secretary of the Commission shall cause minutes of regular, adjourned regular and special meetings to be kept, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to Trustees, the President of the University, to Fullerton and to each member of the Commission.

(4) Quorum.

Four members present including at least one appointed by each Agency at a Commission meeting shall constitute a quorum for the transaction of business, except that a lesser number may adjourn for lack of a quorum.

D. Officers.

The Commission shall elect a President and Vice President at its first meeting and, thereafter, at the first meeting held in each succeeding calendar year the Commission shall elect or re-elect its President and Vice President. In the event that a person elected president or vice president ceases to be a member of the Commission, the office of that person shall be filled at the meeting of the Commission which next follows the resulting vacancy. In the absence or inability of the President to act, the Vice President shall act as President. The President, or in the absence of that person, the Vice President, shall preside at and conduct all meetings of the Commission. The City Clerk of the City of Fullerton shall be Secretary of the Commission. The Arboretum Director of the University shall act as Director for the Arboretum facility. The State Treasurer shall be and act as the Treasurer of the Authority. The State Controller shall be Controller of the Authority. The Treasurer and Controller may act through appropriate State officers to perform such services. The Trustees' General Counsel, or his duly authorized deputy, shall be Counsel for the Commission and attend the meetings of the Commission as required and advise the Commission in connection with the business conducted.

E. Procedures.

Authority shall use the standard procedures of Trustees in its operations, including contracting.

SECTION 4. Powers of the Authority.

The Authority shall have the following powers: the power to construct, maintain, operate and lease Arboretum buildings, facilities, and appurtenances. The Authority is authorized to do all acts necessary for the exercise of the common powers and for the fulfillment of the purposes described hereinabove, including, but not limited to, any or all of the following: to make and enter into contracts, to acquire, construct, manage, maintain or operate any buildings, works or improvements; Authority may contract for the operation, in whole or in part, of the Arboretum by Fullerton, Trustees, an auxiliary organization of Trustees, or by some other nonprofit organization; and sue and be sued in its own name. These powers of the Authority shall be exercised in the manner provided in the Act, and, except as expressly set forth herein, are subject only to such restrictions upon the manner of their exercise as are imposed upon the Agencies in the exercise by them of similar powers. With the approval of the Agencies, the Authority may also accept donations

or contributions from any source and may also issue revenue bonds, pursuant to Article 2, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6540, hereinafter called "Bond Act") and any other applicable laws of the State of California, whether heretofore or hereafter enacted or amended. In addition, and without limiting the generality of the foregoing, the Authority is also authorized, upon the approval of the Agencies, to incur other forms of indebtedness pursuant to Section 6547.1 of the Bond Act.

SECTION 5. Construction of Facilities.

Following approval of the plans and specifications for the construction of any of the Facilities, Authority, or Trustees on behalf of Authority, shall call for competitive bids to let the necessary contract or contracts for the construction of such Facilities. Authority shall award the contract or contracts for the construction of such Facilities to the lowest responsible bidder or bidders after approval of such bidder or bidders by Trustees. Such Facilities shall then be constructed in accordance with the plans and specifications previously approved.

The Facilities shall be constructed in accordance with the normal procedures employed by Trustees in the construction of public buildings, architectural structures and landscaping. The contracts awarded by Authority for the construction of Facilities shall be administered on behalf of Authority by Trustees' staff. In the administration of such contracts, in the inspection and testing of materials and in other job procedures, Trustees' staff shall follow their normal procedures.

Authority shall have the right to make changes in the work in any construction contract or contracts; provided that such changes shall be consented to, in writing, by Trustees.

SECTION 6. Fiscal Year.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the period from July 1 of each year to and including the following June 30.

SECTION 7. Disposition of Assets.

Upon the termination of this Agreement, all property of the Authority shall vest in the respective parties which theretofore transferred, conveyed or leased said property to the Authority. The Agencies and the Authority shall execute any instruments of conveyance necessary to provide for the vesting of real property. Any surplus property, funds, and assets of the Authority shall be returned to the parties in proportion to the aggregate amount of contributions (moneys and property, not services), if any, made by the Agencies.

SECTION 8. Preparation of Plans.

The Authority shall prepare, or cause to be prepared, plans and specifications for the construction of the Arboretum Facilities. Copies of such plans and specifications shall be filed with the Agencies, and the Authority. The schematics shall be subject to approval by Fullerton and Trustees.

SECTION 9. Financial Support of Authority.

The Authority shall be funded by regular contributions from the Trustees and Fullerton, from gifts, donations, charges, and profits.

A. Contributions, Capital Outlay.

Fullerton shall pay to the Authority upon execution of this Agreement \$380,000.00. In addition, Fullerton shall pay \$150,000.00 to Authority upon approval by Fullerton of the Authority's 1976-77 fiscal year budget, but in any event no later than August 1, 1976. In addition, Fullerton shall pay Authority \$170,000.00 upon approval by Fullerton of the Authority's 1977-78 fiscal year budget, but in no event later than August 1, 1977. Such contributions shall be used for the capital development of the Arboretum project, including construction, development, landscaping and plant purchases.

B. Contributions, Personnel Costs.

"Personnel costs", as used in this section, means wages, salaries, payroll deductions, benefits, and related costs connected with the employment of persons for services. The personnel costs shall include the costs of services supplied to the Arboretum Authority, and included in the Authority budget, whether performed by employees of the Authority, Trustees, or contractors of the Authority.

Fullerton shall pay Authority \$15,000.00 on or before December 31, 1977 for Authority's personnel costs during the 1977-1978 fiscal year.

During the 1978-1979 fiscal year, and each year thereafter during the term of this Agreement, Fullerton shall pay Authority a percentage of the approved budgeted personnel costs of Authority for operation of the Arboretum project pursuant to Section 12 herein. Such annual payments shall be made after approval of the fiscal year budget and pursuant to Section 12 developed herein. Payments shall be made at such time as may be agreed by Authority and Fullerton. Such payments schedule shall provide for either lump sum or periodic payments to be made in advance of the accrual of such personnel costs during the fiscal year.

Trustees shall pay the remaining personnel costs not funded by contributions from Fullerton or other sources.

C. Contributions, Real Property.

Trustees shall donate to the Authority for Arboretum purposes the use of that real property owned and administered by Trustees, designated the Arboretum site. The legal description of the Arboretum site is provided in Exhibit A, attached hereto.

D. General Support.

The Agencies may in appropriate circumstances: (a) make contributions from their treasuries for the purposes set forth herein, (b) make advances of public funds to defray the cost of such purposes, (c) make advances of public funds for such purposes, such advances to be repaid as provided for in Section 10, or (d) use their personnel, equipment or property in lieu of other contributions or advances. The provisions of Government Code Section 6513 (referring to privileges, immunities, exemptions, extraterritorially) are hereby incorporated into this Agreement.

SECTION 10. Payment and Reimbursement.

All advances of public funds by the Agencies shall, upon request by the Agencies, be reimbursed by the Authority. Said reimbursement will be made only from the proceeds of the Authority's revenue.

SECTION 11. Duties of the Controller and Treasurer.

The Controller, or an independent certified public accountant contracted with by the Commission within 180 days after the close of each fiscal year, shall give a complete written report or audit of all financial activities for such fiscal year to the Agencies and the Authority.

The Treasurer of the Authority shall assume the duties required by the laws of the State of California, including the following:

- A. Receive and receipt for all money of the Authority and place it in appropriate accounts, as authorized by law, to the credit of the Authority;
- B. Be responsible for the safekeeping and disbursement of all Authority money so held;
- C. Pay, when due, out of moneys of the Authority so held, all sums payable on outstanding bonds and coupons of the Authority;
- D. Pay any other sums due from the Authority from Authority money;
- E. Verify and report in writing on the first day of July, October, January and April of each year to the Authority and to the Agencies, the amount of money he holds for the Authority, the amount of receipts since his last report, and the amount paid out since his last report.

SECTION 12. Annual Budget.

The Authority shall prepare an annual budget for all necessary acquisitions, improvements, maintenance and related expenses for the Arboretum. The Authority shall submit the whole budget to the respective Agencies together with their proportionate share of said budget and when approved by the Agencies it shall constitute the budget for the ensuing fiscal year. The budget shall be presented to Agencies no later than June 1 of each year.

SECTION 13. Agency, Fullerton and Trustees.

Where reference is made to actions to be taken by Fullerton or Trustees, such action may be exercised through the officers, staff or employees of Fullerton or Trustees, as the case may be, in the manner provided by law or lawful regulation.

SECTION 14. Agency, Authority.

Where reference is made to duties to be performed for the Authority by a public official or employee, acting ex officio, such duties may be performed by that person's duly authorized deputy or assistant.

SECTION 15. Official Bonds.

The Controller and the Treasurer designated as the persons responsible for moneys of the Authority are also designated as responsible for all other property of the Authority. The parties to this

Agreement hereby find and determine that the Controller shall be liable on his official bond in the amount of ten thousand dollars (\$10,000), and the Treasurer shall be liable on his official bond in the amount of twenty thousand dollars (\$20,000).

SECTION 16. Notices.

Notices hereunder shall be sufficient if sent by regular mail, postage prepaid, for the Trustees:

TO: Trustees of The California State University and Colleges
5670 Wilshire Boulevard
Los Angeles, California 90036

for the University:

TO: The President
California State University, Fullerton
Fullerton, California 92634

for the City of Fullerton:

TO: City Clerk
City Hall
303 West Commonwealth Avenue
Fullerton, California 92632

SECTION 17. Miscellaneous.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld. This Agreement is made in the State of California under the Constitution and laws of such state and is to be so construed.

Where reference is made in this Agreement to the Controller or Treasurer indicating specific duties to be undertaken by said officers, said officers may independently determine which of them shall undertake any particular duty.

SECTION 18. Severability.

Should any part, term, portion or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to continue to constitute the Agreement that the parties intended to enter into in the first instance.

SECTION 19. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, their official seals to be hereto affixed, as of the date first above written.

REDEVELOPMENT AGENCY OF THE CITY OF FULLERTON

By W. Earl Ward

(SEAL)

ATTEST:

By Anne M. Jack
Secretary

APPROVED AS TO FORM THIS 18 day of March, 1976

By W. Earl Ward

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY AND COLLEGES

By Robert A. Drumbe
Chairman

(SEAL)

ATTEST:

By Robert A. Drumbe
Secretary

APPROVED AS TO FORM THIS 24th day of March, 1976

By Mary Chapman
General Counsel

APPROVED this _____ day of _____, 1976

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

By _____
Director

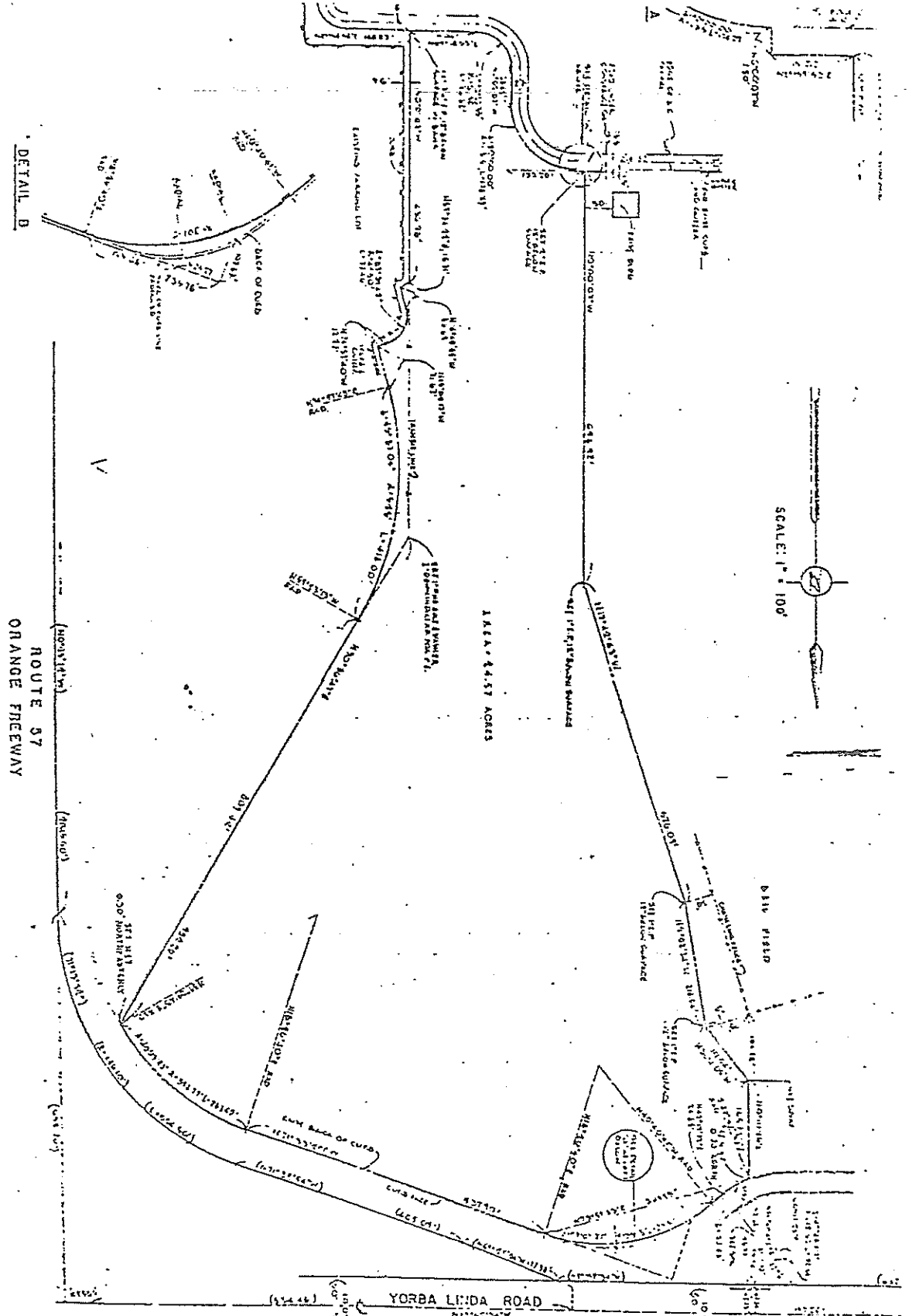
APPROVED 4/15/76
Robert A. Gibbs
Department of Finance
Budget Division

APPROVED
Robert A. Gibbs
APR 22 1976

LEGAL DESCRIPTION

The lands herein described are in the City of Fullerton, County of Orange, State of California, and being a portion of Fractional Section 25, Township 3 South, Range 10 West, in the Rancho San Juan de Santa Ana, as shown on a map recorded in Book 51, Page 7 of Miscellaneous Maps, records of Orange County, California, described as follows:

Commencing at a point in the north line of said Section, said north line being also the center line of Yorba Linda Boulevard, 100 feet wide, as shown on Record of Survey recorded in Book 93, Pages 3 and 4 of Record of Surveys of said County, said point being South $89^{\circ} 52' 34''$ East 197.26 feet from the centerline intersection of said Boulevard with Associated Road, 80 feet wide, as shown on said Record of Survey; thence South $0^{\circ} 07' 26''$ West 184.32 feet to the True Point of Beginning of this description. Thence continuing South $0^{\circ} 07' 26''$ West 165.73 feet; thence South $38^{\circ} 11' 05''$ East 119.54 feet; thence South $9^{\circ} 02' 34''$ East 210.04 feet; thence South $17^{\circ} 42' 53''$ East 576.09 feet; thence South $0^{\circ} 00' 07''$ East 698.92 feet; thence North $89^{\circ} 59' 53''$ East 15.02 feet; thence South $0^{\circ} 00' 07''$ East 1.5 feet to the beginning of a curve concave southwesterly, having a radius of 113.50 feet, a radial line from said beginning having a bearing of South $0^{\circ} 00' 07''$ East; thence easterly and southerly along the arc of said curve; through a central angle of $90^{\circ} 00' 00''$ an arc distance of 178.29 feet; thence along the tangent of said curve South $0^{\circ} 00' 07''$ East, 63.40 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 61.50 feet; thence southerly and easterly along said curve through a central angle of $90^{\circ} 00' 55''$ an arc distance of 96.52 feet to a tangent line; thence North $89^{\circ} 58' 58''$ East along said tangent line, a distance of 111.04 feet; thence North $0^{\circ} 01' 02''$ West 436.28 feet; thence North $59^{\circ} 34' 22''$ East, 15.71 feet; thence North $14^{\circ} 40' 02''$ West 36.69 feet to the beginning of a tangent curve concave southeasterly, having a radius of 49.50 feet; thence northerly and easterly along the arc of said curve, through a central angle of $89^{\circ} 39' 42''$, a distance of 77.46 feet to a tangent line; thence North $74^{\circ} 59' 40''$ East along said tangent line 12.27 feet; thence North $15^{\circ} 00' 17''$ West 71.67 feet to the beginning of a tangent curve concave easterly, having a radius of 525.00 feet; thence northerly along the arc of said curve through a central angle of $45^{\circ} 37' 04''$, a distance of 417.99 feet to a tangent line; thence North $30^{\circ} 36' 47''$ East along said tangent line 809.42 feet to an intersection with a non-tangent curve, concave southwesterly, having a radius of 398.79 feet, said intersection having a radial bearing of South $59^{\circ} 09' 43''$ West; thence westerly along the arc of said curve, through a central angle of $40^{\circ} 43' 03''$ a distance of 283.40 feet to a tangent line; thence North $71^{\circ} 33' 20''$ West along said tangent line 537.90 feet to the beginning of a tangent curve concave southeasterly, having a radius of 301.50 feet; thence southwesterly along said curve, through a central angle of $59^{\circ} 07' 21''$ an arc distance of 311.11 feet to a tangent line; thence South $49^{\circ} 19' 19''$ West along said tangent line 24.85 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 172.50 feet; thence westerly along said curve, through a central angle of $17^{\circ} 53' 18''$ an arc distance of 53.86 feet to the point of beginning.



ASSOCIATED ROAD ENGINEERS

PROPOSED ORANGE FREEWAY

GENERAL PLAN

SECTION 57

AT YORBA LINDA

CITY OF ANAHEIM

CALIFORNIA

ENGINEER: J. W. BROWN

DATE: 1957

SCALE: 1" = 100'

BASIS OF REFERENCE

1. THE PLAN IS BASED ON THE SURVEY DATA SUBMITTED BY THE CLIENT.

2. THE PLAN IS BASED ON THE ASSUMPTION THAT THE SURVEY DATA IS CORRECT.

3. THE PLAN IS BASED ON THE ASSUMPTION THAT THE SURVEY DATA IS CORRECT.

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18. THE PLAN IS BASED ON THE ASSUMPTION THAT THE SURVEY DATA IS CORRECT.

19. THE PLAN IS BASED ON THE ASSUMPTION THAT THE SURVEY DATA IS CORRECT.

20. THE PLAN IS BASED ON THE ASSUMPTION THAT THE SURVEY DATA IS CORRECT.

A RESOLUTION OF THE
CITY COUNCIL OF THE CITY OF FULLERTON
IN REFERENCE TO THE
FULLERTON ARBORETUM


THE CITY COUNCIL OF THE CITY OF FULLERTON HEREBY RESOLVES, DETERMINES,
AND ORDERS AS FOLLOWS:

1) The City Council of the City of Fullerton hereby determines that
the Fullerton Arboretum is a project which is of benefit to the East Fullerton
Redevelopment Project Area; and


2) The City Council of the City of Fullerton hereby consents to the
funding of said Fullerton Arboretum project by the Fullerton Redevelopment Agency.

ADOPTED BY THE FULLERTON CITY COUNCIL on February 17, 1976.

SIGNED AND APPROVED on February 18, 1976.


Robert E. Ward
Mayor

ATTEST:


Virginia Fitzsimmons
City Clerk

CERTIFICATE OF CLERK

I hereby certify that the foregoing Resolution was duly adopted by
the Fullerton City Council at its regular meeting on February 17, 1976
by the following vote:

AYES: COUNCILMEN: Ward, Winters, Root, Wood

NOES: COUNCILMEN: None

ABSENT: COUNCILMEN: Phillips

I WITNESS WHEREOF, I have hereunto set my hand this 18th day of
February, 1976.


Virginia Fitzsimmons

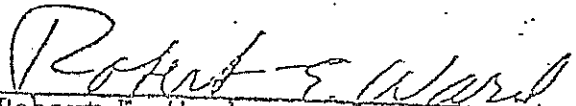
A RESOLUTION OF THE
FULLERTON REDEVELOPMENT AGENCY
IN REFERENCE TO THE
FULLERTON ARBORETUM

THE FULLERTON REDEVELOPMENT AGENCY HEREBY RESOLVES, DETERMINES, AND
ORDERS AS FOLLOWS:


1) The Fullerton Redevelopment Agency hereby determines that the
Fullerton Arboretum is a project which is of benefit to the East Fullerton
Redevelopment Project Area.

ADOPTED BY THE FULLERTON REDEVELOPMENT AGENCY on February 17, 1976

SIGNED AND APPROVED on February 18, 1976.


Robert E. Ward
Chairman

ATTEST:

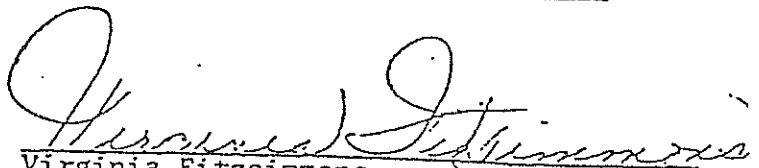

Virginia Fitzsimmons
Secretary

CERTIFICATE OF CLERK

I hereby certify that the foregoing Resolution was duly adopted by
the Fullerton Redevelopment Agency at its regular meeting on February 17, 1976
by the following vote:

AYES: AGENCY MEMBERS: Ward, Winters, Root, Wood
NOES: AGENCY MEMBERS: None
ABSENT: AGENCY MEMBERS: Phillips

I WITNESS WHEREOF, I have hereunto set my hand this 18th day of
February, 1976.


Virginia Fitzsimmons
Secretary

CERTIFICATION

I, Bruce M. Richardson, do hereby certify that I am the duly appointed Assistant Secretary of the Board of Trustees of The California State University and Colleges; that the attached Resolution is a true and accurate copy of that Resolution which was duly adopted by said Board at its meeting of March 24, 1976 in Los Angeles, California.

IN WITNESS WHEREOF, I have executed this certification and affixed the seal of The California State University and Colleges hereto, this 26th day of March, 1976.


Bruce M. Richardson

BRUCE M. RICHARDSON
Assistant Secretary of the
Board of Trustees of The
California State University
and Colleges

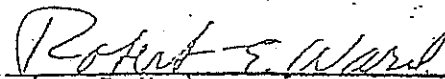
A RESOLUTION OF THE
FULLERTON REDEVELOPMENT AGENCY
IN REFERENCE TO THE
FULLERTON ARBORETUM

THE FULLERTON REDEVELOPMENT AGENCY HEREBY RESOLVES, DETERMINES, AND
ORDERS AS FOLLOWS:

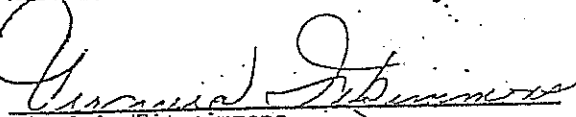
1) The Fullerton Redevelopment Agency hereby determines that the
Fullerton Arboretum is a project which is of benefit to the East Fullerton
Redevelopment Project Area.

ADOPTED BY THE FULLERTON REDEVELOPMENT AGENCY on February 17, 1976

SIGNED AND APPROVED on February 18, 1976.


Robert E. Ward
Chairman

ATTEST:


Virginia Fitzsimmons
Secretary

CERTIFICATE OF CLERK


I hereby certify that the foregoing Resolution was duly adopted by
the Fullerton Redevelopment Agency at its regular meeting on February 17, 1976
by the following vote:

AYES: AGENCY MEMBERS: Ward, Winters, Root, Wood


NOES: AGENCY MEMBERS: None

ABSENT: AGENCY MEMBERS: Phillips

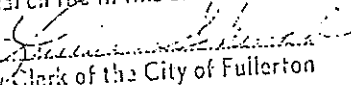
I WITNESS WHEREOF, I have hereunto set my hand this 18th day of
February, 1976.


Virginia Fitzsimmons
Secretary

APPROVED:


R. K. Fox
City Attorney

The foregoing instrument is a full, true and correct copy
of the original on file in this office.

ATTEST: 
Deputy City Clerk of the City of Fullerton
February 19, 1976


A RESOLUTION OF THE
CITY COUNCIL OF THE CITY OF FULLERTON
IN REFERENCE TO THE
FULLERTON ARBORETUM

THE CITY COUNCIL OF THE CITY OF FULLERTON HEREBY RESOLVES, DETERMINES,
AND ORDERS AS FOLLOWS:

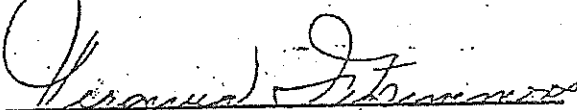
- 1) The City Council of the City of Fullerton hereby determines that the Fullerton Arboretum is a project which is of benefit to the East Fullerton Redevelopment Project Area; and
- 2) The City Council of the City of Fullerton hereby consents to the funding of said Fullerton Arboretum project by the Fullerton Redevelopment Agency.

ADOPTED BY THE FULLERTON CITY COUNCIL on February 17, 1976.

SIGNED AND APPROVED on February 18, 1976.


 Robert E. Ward
 Mayor

ATTEST:



 Virginia Fitzsimmons
 City Clerk

CERTIFICATE OF CLERK


I hereby certify that the foregoing Resolution was duly adopted by the Fullerton City Council at its regular meeting on February 17, 1976 by the following vote:

AYES: COUNCILMEN: Ward, Winters, Root, Wood
 NOES: COUNCILMEN: None
 ABSENT: COUNCILMEN: Phillips


I WITNESS WHEREOF, I have hereunto set my hand this 18th day of February, 1976.


 Virginia Fitzsimmons
 City Clerk

APPROVED:


 R. K. Fox
 City Attorney

The foregoing instrument is a full, true and correct copy of the original on file in this office.

ATTEST: 
 Deputy City Clerk of the City of Fullerton

March 12, 1976

AMENDMENT NO. 1 TO
FULLERTON ARBORETUM AUTHORITY AGREEMENT

The Fullerton Arboretum Authority Agreement of March 24, 1976,
between the undersigned is hereby amended as follows:

Section 9A is hereby amended to read as follows:

A. Contributions, Capital Outlay.

Fullerton shall pay to the Authority, \$700,000. The first installment of \$100,000 shall be paid on or before December 15, 1976. The second installment of \$200,000 shall be paid by Fullerton to the Authority on or before April 1, 1977. The third installment of \$200,000 shall be paid by Fullerton to the Authority on or before June 1, 1977. The fourth installment of \$200,000 shall be paid by Fullerton to the Authority on or before July 1, 1977. Such contributions shall be used for the capital development of the Arboretum project, including construction, development, landscaping, and plant purchases.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed and attested by their proper officers thereunto duly authorized, their official seals to be hereto affixed, as of the 22nd day of February, 1977.

REDEVELOPMENT AGENCY OF THE CITY OF
FULLERTON

By Robert E. Ward
Chairman

(SEAL)

ATTEST:

By Ann M. York
Secretary

APPROVED AS TO FORM THIS 14 DAY OF February, 1977

By R. K. Fox

TRUSTEES OF THE CALIFORNIA STATE
UNIVERSITY AND COLLEGES

By W. H. ...
Chairman

(SEAL)

ATTEST:

By Lawrence P. ...
Secretary

APPROVED AS TO FORM THIS 25th DAY OF March, 1977

By Max ...
General Counsel

FULLERTON ARBORETUM AUTHORITY AGREEMENT
PROPOSED AMENDMENT NO. 2

COME NOW THE REDEVELOPMENT AGENCY OF THE CITY OF FULLERTON and the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY AND COLLEGES and amend that certain Agreement entered into between them on March 24, 1976, and entitled the "Fullerton Arboretum Authority Agreement", as follows:

1. All references in the Agreement designating the Redevelopment Agency of the City of Fullerton as "Fullerton" shall be deemed changed to "Agency".
2. All references in the Agreement designating the Agency and the Trustees as the "Agencies" shall be deemed changed to the "Powers".
3. The introductory sentence in Section 9 of the Agreement shall be changed to read as follows:

"The Authority shall be funded by contributions from the Trustees and the Agency, from gifts, donations, charges, and profits, all as provided herein."

4. The text of Section 9A of the Agreement shall be amended to read as follows:

"A. Contributions, Capital Outlay.

The Agency shall pay to the Authority, \$700,000. The first installment of \$100,000 shall be paid on or before December 15, 1976. The second installment of \$200,000 shall be paid by the Agency to the Authority on or before April 1, 1977. The third installment of \$200,000 shall be paid by the Agency to the Authority on or before June 1, 1977. The fourth installment of \$200,000 shall be paid by the Agency to the Authority on or before July 1, 1977. Such contributions shall be used for the capital development of the Arboretum project, including construction, development, landscaping, and plant purchases. Except as specifically hereinabove provided, the Agency shall have no obligation to make contributions for the capital development of the Arboretum project."

5. Section 9B of the Agreement shall be amended to read as follows:

"B. Contributions, Operating Expenses.

1. Definitions: Expenditure Categories

- a. The term 'operating expenses' as used in this Agreement shall include all approved Authority expenditures for personnel costs, operating capital costs, and maintenance and support costs, as those terms are defined herein.
- b. The term 'personnel costs' as used in this Agreement shall include all approved Authority expenditures for wages, salaries, payroll deductions, benefits, and related costs connected with the Authority's employment of persons for services.
- c. The term 'operating capital costs' as used in this Agreement shall include all approved Authority expenditures for office, automotive, and other equipment purchases of a durable nature costing more than \$150.00 per item.
- d. The term 'maintenance and support costs' as used in this Agreement shall include all approved Authority operating expenses for non-personnel items other than operating capital costs. Examples of maintenance and support expenses include, but are not limited to, office supplies, utilities, postage, and miscellaneous contractual services.

2. Contributions.

It is the intent of the Powers to share the reasonable costs of the maintenance and operations of the Arboretum Project. The minimum contributions are set forth below.

- a. Agency's Contribution. During the 1979-1980 fiscal year, and in each fiscal year thereafter during the term of this Agreement, the Agency shall pay to the Authority thirty percent (30%) of the Authority's approved budgeted operating expenses; provided, that the Agency shall in no event be obligated to pay to the Authority in any fiscal year an amount in excess of the Agency's required contribution to the Authority's operating expenses in the preceding fiscal year, adjusted by the lesser of (1) the annual percentage change in the Cost of Living Index for the preceding fiscal year, as hereinafter defined, or (2) a seven percent (7%) increase. The term 'Cost of Living Index' as used herein shall be determined by reference to the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index (Los Angeles-Long Beach, All Items), measured as of June 30 of the preceding fiscal year. In the event that the United States Government discontinues publication of said Consumer Price Index, the Cost of Living Index shall be determined by reference to the most closely analogous comparable index maintained by the United States Government for the geographical area incorporating or closest to the Arboretum, after adjusting the index so that the index for the base year of 1967 equals 100.
- b. Trustees' Contribution. During the 1979-1980 fiscal year, and for each fiscal year thereafter during the term of this Agreement, the Trustees shall pay to the Authority that portion of the Authority's approved budgeted operating expenses which is not required to be paid by the Agency; provided that nothing in this paragraph shall be deemed to prevent the Trustees from meeting all or a portion of their obligation with contributions from third party sources.
- c. Payments. Payments from the Powers to the Authority shall be made at such time and in such manner as may be agreed to by the Authority and the respective Powers; provided, that payment shall be made in advance of the accrual of the operating expenses for which such payments are to be applied.
- d. Agency's Revenues. Notwithstanding any other provision of this Agreement, the Trustees recognize that the Agency's ability to meet its obligation under this paragraph 9B is dependent upon the Agency's continued ability to collect and apply to the Arboretum project tax allocation revenues in the amounts required herein, pursuant to Article 16, Section 6 of the California Constitution and California Health and Safety Code Section 33670, et seq. Therefore, the Trustees and the Agency agree that the Agency's obligation to pay operating expenses shall be contingent upon and limited by the continued availability of such tax allocation revenues in the Agency's East Fullerton Redevelopment Project Area. The Agency agrees to take no action which will unreasonably impair its ability to collect such tax allocation revenues and apply them to the Arboretum Project, as required in this Agreement."

6. A new Section 9E shall be added to the Agreement to read as follows:

"E. Unexpended Contributions.

Notwithstanding any other provision of this Agreement, all contributions received by the Authority from the Powers which are not expended or encumbered for approved budgeted items as of the end of each fiscal year shall be promptly refunded to the Power which made such contribution unless such Power waives its requirement."

7. The text of Section 12 of the Agreement shall be amended to read as follows:

"No later than March 1 of each year during the term of this Agreement, the Authority shall submit to the Trustees and the Agency an annual budget for operating expenses for the Arboretum for the succeeding fiscal year. Such budget shall include the respective Powers' proportionate shares of said budget. When approved by both Powers, the budget shall constitute the Authority's official budget for operating expenses for the ensuing fiscal year. If either the Agency or the Trustees have not formally approved the budget prior to the commencement of the fiscal year, each Power shall contribute the same pro rata amount as provided in the previous year's budget and the Authority may expend funds pursuant to such a provisional budget. A provisional budget shall not be used for over three months. Expenditures for each month under a provisional budget shall not exceed one twelfth of the prior year's approved budget. During the existence of a provisional budget, the Powers shall agree to an approved budget.

All appropriations in the annual budget for operating expenses shall be restricted to expenditures within the same expenditure category as set forth in the budget, with the following exceptions:

- a. Appropriations budgeted for operating expenses other than for personnel costs, may be transferred between accounts with the approval of the Authority.
- b. Changes in the use of appropriations for salary and wages between overtime, temporary, part-time and regular accounts may be made with the approval of the Authority.
- c. Transfers of appropriations other than those exceptions authorized herein may be made only with the approval of the respective contributing Power.
- d. Notwithstanding any other provision of this Agreement, no transfer of appropriations or other budget change which would alter the proportionate support obligations of the Powers as prescribed in Section 9B above shall be made without the approval of both Powers.
- e. Expenditures in excess of budgeted appropriations are prohibited."

8. Exhibit A to the Fullerton Arboretum Authority Agreement is amended by adding Annex No. 1 thereto; Annex No. 1 is attached.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to the Fullerton Arboretum Authority Agreement to be executed and attested by their proper officers thereunto duly authorized, their official seals hereto affixed, as of this 28 day of March, 1979.

REDEVELOPMENT AGENCY OF THE
CITY OF FULLERTON

By Louis Delasquez

(SEAL)

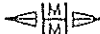
ATTEST:

By Anne M. York
Secretary

APPROVED AS TO FORM THIS 27 day of March, 1979

By [Signature]
City Attorney/Attorney
for the Agency

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

408 South Spring Street, Los Angeles, California 90013

Phone: (213) 624-2661

26 March 1979

LEGAL DESCRIPTION FOR ARBORETUM PARKING LOT

1 That portion of Section 25, Township 3 South , Range 10 West in the Rancho
2 San Juan Cajon de Santa Ana, in the City of Fullerton, County of Orange,
3 State of California as shown on Map recorded in Book 51 Page 7 of
4 Miscellaneous Maps in the Office of the County Recorder of said County,
5 described as follows:
6
7 Beginning at a point in the north line of said Section, said north line
8 being the centerline of Yorba Linda Boulevard, 100 feet wide, as shown on
9 Record of Survey recorded in Book 93 pages 3 and 4 of Record of Surveys
10 of said County, distant South 89° 52' 34" East thereon, 197.26 feet from
11 the intersection of the centerline of Yorba Linda Boulevard with the center-
12 line of Associated Road, 80.00 feet wide, as shown on said Record of Survey;
13 thence South 0° 07' 26" West 226.34 feet to the True Point of Beginning;
14 thence continuing South 0° 07' 26" West 165.73 feet; thence South 38° 11' 05"
15 East 103.16 feet; thence West 39.68 feet; thence North 10.00 feet; thence
16 West 80.00 feet; thence South 10.00 feet; thence West 110.00 feet; thence
17 North 208.93 feet to the beginning of a tangent curve concave southeasterly
18 and having a radius of 24.50 feet; thence northeasterly, along said curve,
19 through a central angle of 89° 56' 00" an arc distance of 38.46 feet; thence
20 South 89° 56' 00" East, tangent to said curve, 74.78 feet to the beginning
21 of a tangent curve concave northerly and having a radius of 172.50 feet;
22 thence easterly, along said last mentioned curve, through a central angle
23 of 22° 51' 23" an arc distance of 68.81 feet to the true point of beginning.
24
25
26
27
28
29
30
31
32

THIS DESCRIPTION
PREPARED BY ROFF
CHECKED RLM | RGR
TYPED RLM
COMPALED RGR | RLM

E ASSOCIAT. ROAD

Point of Beginning

E YORBA LINDA BLVD.

S. 09° 52' 34" E. 117.26

210.00

NORTH 456.70

NORTH CAMPUS DRIVE

213.62

NORTH 205.93

60'

30'

E. WEST CAMPUS DRIVE 11.80

30.50

Paved Road

30'

True Point of Beginning

$\Delta = 81^{\circ} 56' 00''$
 $R = 24.50$
 $L = 30.45$
 $T = 24.47$

N. 00° 04' 00" E.

N. 09° 56' 00" W. 74.70

Line on back of curb

$\Delta = 22^{\circ} 51' 23''$
 $R = 172.50$
 $L = 60.81$
 $T = 54.87$

Line on back of curb

AREA
40,697 SQFT
0.93427 Acre

S. 00° 07' 26" W. 165.73

MOLLENHAUER, HIGASHI & MOORE, INC.
LAND SURVEYORS & CIVIL ENGINEERS
408 S. Spring Street, Los Angeles, California 90013
Phone: (213) 624-2661

Job No. 11712 5/26/79

Line on back of curb produced

Line on curb face

Line on curb face produced SOUTH 10.00

WEST 260.10

Lease line

00.00 WEST

S. 30° 11' 05" E. 103.14

10.00 NORTH

39.60 WEST

Proposed Bicycle Trail

AMENDMENT NO. 1 TO
FULLERTON ARBORETUM AUTHORITY AGREEMENT

The Fullerton Arboretum Authority Agreement of March 24, 1976,
between the undersigned is hereby amended as follows:

Section 9A is hereby amended to read as follows:

A. Contributions, Capital Outlay.

Fullerton shall pay to the Authority, \$700,000. The first installment of \$100,000 shall be paid on or before December 15, 1976. The second installment of \$200,000 shall be paid by Fullerton to the Authority on or before April 1, 1977. The third installment of \$200,000 shall be paid by Fullerton to the Authority on or before June 1, 1977. The fourth installment of \$200,000 shall be paid by Fullerton to the Authority on or before July 1, 1977. Such contributions shall be used for the capital development of the Arboretum project, including construction, development, landscaping, and plant purchases.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed and attested by their proper officers thereunto duly authorized, their official seals to be hereto affixed, as of the 22nd day of February, 1977.

REDEVELOPMENT AGENCY OF THE CITY OF
FULLERTON

By *R. H. ...*
Chairman

(SEAL)

ATTEST:

By *Ann ...*
Secretary

APPROVED AS TO FORM THIS 14 DAY OF February, 1977

By *B. K. Fox*

TRUSTEES OF THE CALIFORNIA STATE
UNIVERSITY AND COLLEGES

By *W. ...*
Chairman

(SEAL)

ATTEST:

By *Ron ...*
Secretary

FULLERTON ARBORETUM AUTHORITY AGREEMENT
PROPOSED AMENDMENT NO. 2

COME NOW THE REDEVELOPMENT AGENCY OF THE CITY OF FULLERTON and the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY AND COLLEGES and amend that certain Agreement entered into between them on March 24, 1976, and entitled the "Fullerton Arboretum Authority Agreement", as follows:

1. All references in the Agreement designating the Redevelopment Agency of the City of Fullerton as "Fullerton" shall be deemed changed to "Agency".
2. All references in the Agreement designating the Agency and the Trustees as the "Agencies" shall be deemed changed to the "Powers".
3. The introductory sentence in Section 9 of the Agreement shall be changed to read as follows:

"The Authority shall be funded by contributions from the Trustees and the Agency, from gifts, donations, charges, and profits, all as provided herein."

4. The text of Section 9A of the Agreement shall be amended to read as follows:
"A. Contributions, Capital Outlay.

The Agency shall pay to the Authority, \$700,000. The first installment of \$100,000 shall be paid on or before December 15, 1976. The second installment of \$200,000 shall be paid by the Agency to the Authority on or before April 1, 1977. The third installment of \$200,000 shall be paid by the Agency to the Authority on or before June 1, 1977. The fourth installment of \$200,000 shall be paid by the Agency to the Authority on or before July 1, 1977. Such contributions shall be used for the capital development of the Arboretum project, including construction, development, landscaping, and plant purchases. Except as specifically hereinabove provided, the Agency shall have no obligation to make contributions for the capital development of the Arboretum project."

5. Section 9B of the Agreement shall be amended to read as follows:
"B. Contributions, Operating Expenses.

1. Definitions: Expenditure Categories

- a. The term 'operating expenses' as used in this Agreement shall include all approved Authority expenditures for personnel costs, operating capital costs, and maintenance and support costs, as those terms are defined herein.
- b. The term 'personnel costs' as used in this Agreement shall include all approved Authority expenditures for wages, salaries, payroll deductions, benefits, and related costs connected with the Authority's employment of persons for services.
- c. The term 'operating capital costs' as used in this Agreement shall include all approved Authority expenditures for office, automotive, and other equipment purchases of a durable nature costing more than \$150.00 per item.
- d. The term 'maintenance and support costs' as used in this Agreement shall include all approved Authority operating expenses for non-personnel items other than operating capital costs. Examples of maintenance and support expenses include, but are not limited to, office supplies, utilities, postage, and miscellaneous contractual services.

2. Contributions.

It is the intent of the Powers to share the reasonable costs of the maintenance and operations of the Arboretum Project. The minimum contributions are set forth below.

- a. Agency's Contribution. During the 1979-1980 fiscal year, and in each fiscal year thereafter during the term of this Agreement, the Agency shall pay to the Authority thirty percent (30%) of the Authority's approved budgeted operating expenses; provided, that the Agency shall in no event be obligated to pay to the Authority in any fiscal year an amount in excess of the Agency's required contribution to the Authority's operating expenses in the preceding fiscal year, adjusted by the lesser of (1) the annual percentage change in the Cost of Living Index for the preceding fiscal year, as hereinafter defined, or (2) a seven percent (7%) increase. The term 'Cost of Living Index' as used herein shall be determined by reference to the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index (Los Angeles-Long Beach, All Items), measured as of June 30 of the preceding fiscal year. In the event that the United States Government discontinues publication of said Consumer Price Index, the Cost of Living Index shall be determined by reference to the most closely analogous comparable index maintained by the United States Government for the geographical area incorporating or closest to the Arboretum, after adjusting the index so that the index for the base year of 1967 equals 100.
- b. Trustees' Contribution. During the 1979-1980 fiscal year, and for each fiscal year thereafter during the term of this Agreement, the Trustees shall pay to the Authority that portion of the Authority's approved budgeted operating expenses which is not required to be paid by the Agency; provided that nothing in this paragraph shall be deemed to prevent the Trustees from meeting all or a portion of their obligation with contributions from third party sources.
- c. Payments. Payments from the Powers to the Authority shall be made at such time and in such manner as may be agreed to by the Authority and the respective Powers; provided, that payment shall be made in advance of the accrual of the operating expenses for which such payments are to be applied.
- d. Agency's Revenues. Notwithstanding any other provision of this Agreement, the Trustees recognize that the Agency's ability to meet its obligation under this paragraph 9B is dependent upon the Agency's continued ability to collect and apply to the Arboretum project tax allocation revenues in the amounts required herein, pursuant to Article 16, Section 6 of the California Constitution and California Health and Safety Code Section 33670, et seq. Therefore, the Trustees and the Agency agree that the Agency's obligation to pay operating expenses shall be contingent upon and limited by the continued availability of such tax allocation revenues in the Agency's East Fullerton Redevelopment Project Area. The Agency agrees to take no action which will unreasonably impair its ability to collect such tax allocation revenues and apply them to the Arboretum Project, as required in this Agreement."

6. A new Section 9E shall be added to the Agreement to read as follows:

"E. Unexpended Contributions.

Notwithstanding any other provision of this Agreement, all contributions received by the Authority from the Powers which are not expended or encumbered for approved budgeted items as of the end of each fiscal year shall be promptly refunded to the Power which made such contribution unless such Power waives its requirement."

7. The text of Section 12 of the Agreement shall be amended to read as follows:

"No later than March 1 of each year during the term of this Agreement, the Authority shall submit to the Trustees and the Agency an annual budget for operating expenses for the Arboretum for the succeeding fiscal year. Such budget shall include the respective Powers' proportionate shares of said budget. When approved by both Powers, the budget shall constitute the Authority's official budget for operating expenses for the ensuing fiscal year. If either the Agency or the Trustees have not formally approved the budget prior to the commencement of the fiscal year, each Power shall contribute the same pro rata amount as provided in the previous year's budget and the Authority may expend funds pursuant to such a provisional budget. A provisional budget shall not be used for over three months. Expenditures for each month under a provisional budget shall not exceed one twelfth of the prior year's approved budget. During the existence of a provisional budget, the Powers shall agree to an approved budget.

All appropriations in the annual budget for operating expenses shall be restricted to expenditures within the same expenditure category as set forth in the budget, with the following exceptions:

- a. Appropriations budgeted for operating expenses other than for personnel costs, may be transferred between accounts with the approval of the Authority.
 - b. Changes in the use of appropriations for salary and wages between overtime, temporary, part-time and regular accounts may be made with the approval of the Authority.
 - c. Transfers of appropriations other than those exceptions authorized herein may be made only with the approval of the respective contributing Power.
 - d. Notwithstanding any other provision of this Agreement, no transfer of appropriations or other budget change which would alter the proportionate support obligations of the Powers as prescribed in Section 9B above shall be made without the approval of both Powers.
 - e. Expenditures in excess of budgeted appropriations are prohibited."
8. Exhibit A to the Fullerton Arboretum Authority Agreement is amended by adding Annex No. 1 thereto; Annex No. 1 is attached.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to the Fullerton Arboretum Authority Agreement to be executed and attested by their proper officers thereunto duly authorized, their official seals hereto affixed, as of this 28 day of March, 1979.

REDEVELOPMENT AGENCY OF THE
CITY OF FULLERTON

By Luis Delasquez

(SEAL)

ATTEST:

By Anne M. York
Secretary

APPROVED AS TO FORM THIS 27 day of March, 1979

By [Signature]
City Attorney/Attorney
for the Agency

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

408 South Spring Street, Los Angeles, California 90013

Phone: (213) 624-2661

26 March 1979

LEGAL DESCRIPTION FOR ARBORETUM PARKING LOT

1 That portion of Section 25, Township 3 South , Range 10 West in the Rancho
2 San Juan Cajon de Santa Ana, in the City of Fullerton, County of Orange,
3 State of California as shown on Map recorded in Book 51 Page 7 of
4 Miscellaneous Maps in the Office of the County Recorder of said County,
5 described as follows:
6
7 Beginning at a point in the north line of said Section, said north line
8 being the centerline of Yorba Linda Boulevard, 100 feet wide, as shown on
9 Record of Survey recorded in Book 93 pages 3 and 4 of Record of Surveys
10 of said County, distant South 89° 52' 34" East thereon, 197.26 feet from
11 the intersection of the centerline of Yorba Linda Boulevard with the center-
12 line of Associated Road, 80.00 feet wide, as shown on said Record of Survey;
13 thence South 0° 07' 26" West 226.34 feet to the True Point of Beginning;
14 thence continuing South 0° 07' 26" West 165.73 feet; thence South 38° 11' 05"
15 East 103.16 feet; thence West 39.68 feet; thence North 10.00 feet; thence
16 West 80.00 feet; thence South 10.00 feet; thence West 110.00 feet; thence
17 North 208.93 feet to the beginning of a tangent curve concave southeasterly
18 and having a radius of 24.50 feet; thence northeasterly, along said curve,
19 through a central angle of 89° 56' 00" an arc distance of 38.46 feet; thence
20 South 89° 56' 00" East, tangent to said curve, 74.78 feet to the beginning
21 of a tangent curve concave northerly and having a radius of 172.50 feet;
22 thence easterly, along said last mentioned curve, through a central angle
23 of 22° 51' 23" an arc distance of 68.81 feet to the true point of beginning.

24
25
26
27 THIS DESCRIPTION
28 PREPARED BY ROFF
29 CHECKED PLM | RGR
30 TYPED PLM
31 COMPARED RGR | PLM
32

E ASSOCIATE ROAD

Point of Beginning

E YORBA LINDA BLVD.
S. 09° 52' 34" E. 117.26

240.00

459.70

NORTH 219.63

E NORTH CAMPUS DRIVE

219.63

60'

30'

E WEST CAMPUS DRIVE

11.00

30.30

NORTH 206.93

Line on back of curb

Line on back of curb produced

Line on curb face

Line on curb face produced

Sum 10.00

WEST 260.18

Paved Road

Line on back of curb

N. 00° 04' 00" E.

Δ = 22° 31' 23"
R = 172.50
L = 68.81
T = 34.87

226.34

S. 00° 07' 26" W.

S. 00° 07' 26" W. 165.73

MOLLEHAUER, HIGASHI & MOORE, INC.
LAND SURVEYORS
CIVIL ENGINEERS
408 S. Spring Street, Los Angeles, California 90013
Phone: (213) 624-2661

Job No. 11712 5/26/79

S. 30° 11' 05" E. 103.16

Lease line

00.00 WEST

10.00 NORTH

59.60 WEST

Proposed Bicycle Trail

AREA
40,697 SQFT
0.93427 Acre



FULLERTON ARBORETUM AUTHORITY AGREEMENT

PROPOSED AMENDMENT NO. 3

COMES NOW THE REDEVELOPMENT AGENCY OF THE CITY OF FULLERTON and the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY and amend that certain Agreement entered into between them on March 24, 1976, and entitled the "Fullerton Arboretum Authority Agreement," as follows:

1. Section 3.A. is amended to read:

A. Creation of the Authority.

Pursuant to Section 6506 of the Act, there is hereby created a public entity, separate and apart from the parties hereto, to be known as the "Fullerton Arboretum Authority" (hereinafter referred to as the "Authority"). The debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities or obligations of either Fullerton or Trustees.

The Authority is formed and will be operated exclusively for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1954.

No part of the net earnings or funding of the Authority shall inure to the benefit of, or be distributed to its commissioners, trustees, officers, directors, or other private persons, except that the Authority shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes.

2. Section 7 is amended to read:

SECTION 7. Dissolution and Disposition of Assets.

Upon the termination of the Agency, all property of the Agency shall vest in the trustee of the Agency, who shall hold the same for the benefit of the Agency. The trustee shall have the power to sell, lease, convey, or otherwise dispose of any real or personal property of the Agency in such a manner as to best preserve the same for the benefit of the Agency. The trustee shall also have the power to execute any instrument necessary to carry out the purposes of this section.

Upon the dissolution of the Authority or termination of this Agreement and after paying or making provision for the payment of all the liabilities of the Authority, the remaining assets of the Authority will escheat to the State or a charitable organization exclusively for the purposes of the Authority in such manner, as to be used exclusively for charitable, educational, religious, or scientific purposes under section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to the Fullerton Arboretum Authority Agreement to be executed and attested by their proper officers thereunto duly authorized, their official seals hereto affixed, as of this ___ day of _____, 1986.

REDEVELOPMENT AGENCY OF THE
CITY OF FULLERTON

By *[Signature]*
Chairman

(SEAL)

ATTEST:

By *[Signature]*
Secretary

APPROVED AS TO FORM THIS 10th day of February, 1986

By *[Signature]*
City Attorney/Attorney
for the Agency

TRUSTEES OF THE CALIFORNIA
STATE UNIVERSITY

By *[Signature]*
Chairman

(SEAL)

ATTEST:

By *[Signature]*
Secretary

APPROVED AS TO FORM THIS 21st day of April, 1986

By *[Signature]*
Vice Chancellor and General Counsel

APPROVED this _____ day of _____, 1986

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES

By _____
Director

FULLERTON ARBORETUM AUTHORITY AGREEMENT
PROPOSED AMENDMENT NO. 4

COME NOW THE REDEVELOPMENT AGENCY OF THE CITY OF FULLERTON and the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY and amend that certain agreement entered into between them on March 24, 1976, and entitled the "Fullerton Arboretum Authority Agreement," as follows:

1. The property description of the Arboretum site is changed by substitution of a new Attachment A (September 17, 1985) for the original Attachment A. The original Attachment A (March 24, 1976) is hereby deleted. The new Attachment A (September 17, 1985), attached hereto is hereby adopted.
2. Annex No. 1 to Attachment A as adopted by Amendment No. 2 to the Fullerton Arboretum Agreement (March 28, 1979) is retained.

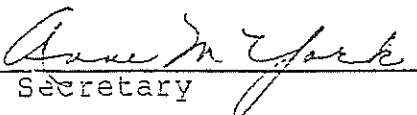
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to the Fullerton Arboretum Authority Agreement to be executed and attested by their proper officers thereunto duly authorized, their official seals hereto affixed, effective on the last date of execution of this amendment.

REDEVELOPMENT AGENCY OF THE
CITY OF FULLERTON

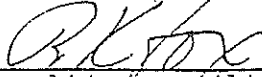
By 
Chairman

(SEAL)

ATTEST:

By: 
Secretary

APPROVED AS TO FORM THIS 5th DAY OF February, 1985.

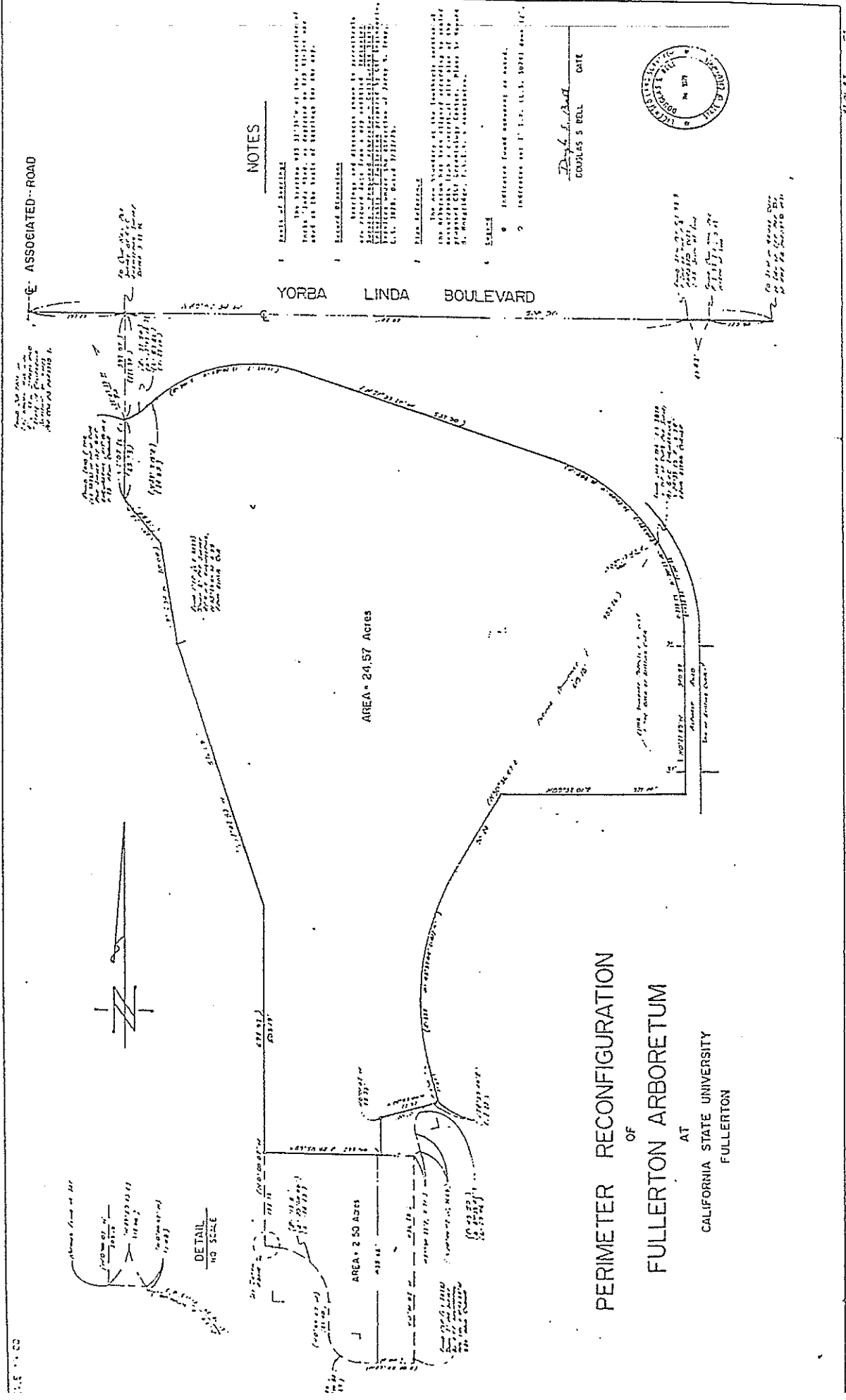
By 
City Attorney/Attorney for
the Agency

LEGAL DESCRIPTION

The lands herein described are in the City of Fullerton, County of Orange, State of California, and being a portion of Fractional Section 25, Township 3 South, Range 10 West, in the Rancho San Juan de Santa Ana, as shown on a map recorded in Book 51, Page 7 of Miscellaneous Maps, records of Orange County, California, described as follows:

Commencing at a point in the north line of said Section, said north line being also the center line of Yorba Linda Boulevard, 100 feet wide, as shown on Record of Survey recorded in Book 93, Pages 3 and 4 of Record of Surveys of said County, said point being South $89^{\circ}52'34''$ East 197.26 feet from the center line intersection of said Boulevard with Associated Road, 80 feet wide, as shown on said Record of Survey; thence South $0^{\circ}07'26''$ West 226.34 feet to the True Point of Beginning of this description. Thence continuing South $0^{\circ}07'26''$ West 165.73 feet; thence South $38^{\circ}11'05''$ East 119.54 feet; thence South $9^{\circ}02'34''$ East 210.04 feet; thence South $17^{\circ}42'53''$ East 576.09 feet; thence South $0^{\circ}00'07''$ East 503.19 feet; thence North $89^{\circ}58'58''$ East 233.94 feet; thence North $0^{\circ}01'02''$ West 75.93 feet; thence North $74^{\circ}59'40''$ East 122.37 feet; thence North $15^{\circ}00'17''$ West 71.67 feet to the beginning of a tangent curve concave easterly, having a radius of 525.00 feet; thence northerly along the arc of said curve through a central angle of $45^{\circ}37'04''$, a distance of 417.99 feet to a tangent line; thence North $30^{\circ}36'47''$ East along said tangent line 190.24 feet; thence North $89^{\circ}32'01''$ East 371.14 feet; thence North $0^{\circ}27'59''$ West 340.55 feet to the beginning of a tangent curve concave southwesterly, having a radius of 375.29 feet; thence Northwesterly along the arc of said curve, through a central angle of $30^{\circ}22'18''$, a distance of 198.94 feet to the beginning of a compound curve, concave Southwesterly, having a radius of 398.79 feet, said point having a radial bearing of South $59^{\circ}09'43''$ West, thence westerly along the arc of said curve, through a central angle of $40^{\circ}43'03''$ a distance of 283.40 feet to a tangent line; thence North $71^{\circ}33'26''$ West along said tangent line 537.90 feet to the beginning of a tangent curve concave southeasterly, having a radius of 301.50 feet; thence southwesterly along said curve, through a central angle of $59^{\circ}07'21''$ an arc distance of 311.11 feet to a tangent line; thence South $49^{\circ}19'19''$ West along said tangent line 24.85 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 172.50 feet; thence westerly along said curve, through a central angle of $17^{\circ}53'18''$ an arc distance of 53.86 feet to the True Point of Beginning.

September 17, 1985



NOTES


- 1. **FIELD SURVEY**
The boundary was established by the intersection of the "YORBA LINDA BOULEVARD" and the "E ASSOCIATED-ROAD" and is the basis of the survey for this plan.
- 2. **FIELD SURVEY**
The area was surveyed by the Fullerton Arboretum in 1978. The survey was conducted by Douglas S. Bell, P.E., and the results are shown on the attached plan.
- 3. **FIELD SURVEY**
The area was surveyed by the Fullerton Arboretum in 1978. The survey was conducted by Douglas S. Bell, P.E., and the results are shown on the attached plan.
- 4. **FIELD SURVEY**
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- 5. **FIELD SURVEY**
The area was surveyed by the Fullerton Arboretum in 1978. The survey was conducted by Douglas S. Bell, P.E., and the results are shown on the attached plan.

DOUGLAS S. BELL
 P.E.
 DATE



PERIMETER RECONFIGURATION
 OF
 FULLERTON ARBORETUM
 AT
 CALIFORNIA STATE UNIVERSITY
 FULLERTON

TRUSTEES OF THE CALIFORNIA
STATE UNIVERSITY


By 
Dr. Dale B. Ride, Chair

(SEAL)

ATTEST:

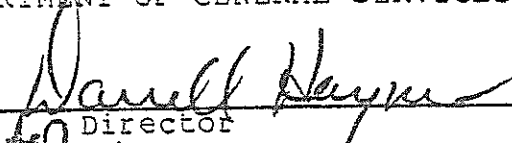
By W Ann Reynolds
Secretary

APPROVED AS TO FORM THIS 22nd day of May, 1987.

By 
Vice Chancellor and
General Counsel

APPROVED this 24th day of June, 1987.

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES

By 
for Director

EXCERPT FROM THE MINUTES OF THE MEETING OF THE FULLERTON
REDEVELOPMENT AGENCY HELD ON THE 15th DAY OF December,

19 87

The meeting was called to order by the Chairman.

Members of the Agency present were: Ackerman, LeQuire, Catlin, McClanahan, Norby

(2) AMENDMENT NO. 5 TO THE FULLERTON ARBORETUM AUTHORITY AGREEMENT (Project Area 3)

To consider approval of Amendment No. 5 to the Fullerton Arboretum Authority Agreement.

Moved by Agencymember Catlin, seconded and carried by a unanimous vote, that the recommendation contained in the letter dated November 25, 1987, from Mr. Berry be APPROVED.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF FULLERTON)

I, ANNE M. YORK, Secretary to the Fullerton Redevelopment Agency, do hereby certify that the foregoing is a full, true and correct copy of the minute entry on record in this office.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of January, 19 88.

Anne M. York
Secretary to the Fullerton
Redevelopment Agency

By: _____
Assistant Secretary

FULLERTON ARBORETUM AUTHORITY AGREEMENT
AMENDMENT NO. 5

The REDEVELOPMENT AGENCY OF THE CITY OF FULLERTON and the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY amend that certain agreement entered into between them on March 24, 1976, and entitled the "Fullerton Arboretum Authority Agreement," as follows:

Section 9(B)(1)(c) of the Agreement is amended as follows:

"c. The term 'operating capital costs' as used in this Agreement shall include all approved Authority expenditures for office, automotive, and other equipment purchases of a durable nature costing more than ~~\$150,000~~ \$500.00 per item. or such other dollar amount as may be agreed upon by the Redevelopment Agency of the City of Fullerton and the Trustees of The California State University by means of a written agreement approved and executed by the Director of Community Development of the Redevelopment Agency of the City of Fullerton and the President of California State University, Fullerton. Such agreement shall be filed with the Secretary of the Fullerton Arboretum Authority.

IN WITNESS WHEREOF, the parties hereto have caused this
Amendment No. 5 to the Fullerton Arboretum Authority Agreement
to be executed and attested by their proper officers thereunto
duly authorized, effective on the last date of execution of
this amendment.

REDEVELOPMENT AGENCY OF THE
CITY OF FULLERTON

By _____
Chairman

ATTEST:

By: _____
Secretary

APPROVED AS TO FORM THIS _____ DAY OF _____, 1987.

By _____
City Attorney/Attorney for
the Agency

TRUSTEES OF THE CALIFORNIA
STATE UNIVERSITY

By _____

ATTEST:

By: _____
Secretary

APPROVED AS TO FORM THIS _____ DAY OF _____, 1987.

By _____
Vice Chancellor and
General Counsel

APPROVED AS TO FORM THIS _____ DAY OF _____, 1987.

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES

By _____